

State: Arkansas **Filing Company:** Security Life of Denver Insurance Company
TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life
Product Name: 1188
Project Name/Number: 1188/1188

Filing at a Glance

Company: Security Life of Denver Insurance Company
Product Name: 1188
State: Arkansas
TOI: L09I Individual Life - Flexible Premium Adjustable Life
Sub-TOI: L09I.001 Single Life
Filing Type: Form
Date Submitted: 01/07/2013
SERFF Tr Num: INGD-128679256
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: 1188
Implementation: On Approval
Date Requested:
Author(s): Wendy Paquin, Terry Stumpf, Jackie Williams, Tonya Gallatin
Reviewer(s): Linda Bird (primary)
Disposition Date: 01/14/2013
Disposition Status: Approved-Closed
Implementation Date:
State Filing Description:

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General Information

Project Name: 1188
Project Number: 1188
Requested Filing Mode: Review & Approval

Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:

Deemer Date:
Submitted By: Jackie Williams

Filing Description:

Insurance Commissioner
Department of Insurance
Compliance Life & Health
1200 West Third Street
Little Rock, Arkansas 72201-1904

Re: Security Life of Denver Insurance Company
NAIC #68713 FEIN #84-0499703

Form Number:
1188-02/13 Flexible Premium Adjustable Universal Life Insurance Policy

Attention Policy Form Approval Division:

We submit the above referenced form for your review and approval. The form does not replace any previously approved form. The form does not contain any unusual or controversial items from the standpoint of industry standards.

We are exempt from filing in Colorado, our state of domicile, pursuant to Colorado Bulletin B-4.1 (May 8, 2007).

The information bracketed in the form is subject to change.

The policy form is an individual Flexible Premium Adjustable Universal Life Insurance Policy designed to provide a benefit payable at the death of the Insured. The policy is for internal replacements only and will be marketed to eligible inforce policy owners within the ING family of companies. If the policy is returned within 60 days after its receipt by the policy owner, we will reinstate the prior policy and apply the refund of premiums paid to the same. The issue ages will be 90-99.

The policy uses the cash value accumulation test for compliance with IRC Section 7702.

We will illustrate the policy.

The product will be marketed to eligible inforce policy owners within the ING family of companies by our licensed agents on an

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individual basis.

The policy will be offered on a sex distinct and unisex basis. The unisex version will only be used in situations where sex neutral benefits are required to comply with the United States Supreme Court decision in Arizona Governing Committee v. Norris.

The following previously approved form(s) will be marketed with the submitted policy form (approval date(s) provided):

153793 - Individual Life Insurance Application and other supplemental forms related to the application as approved - 6/8/09 and 10/05/11

R-2022-10/01 - Accelerated Death Benefit Rider - 7/24/01

E-2041-03/08 - Unisex Endorsement - 2/05/08

Supporting documents that are required as part of this submission are included under the Supporting Documentation tab. If enclosed, the Statement of Policy Cost and Benefits and draft Illustration contain hypothetical numbers that do not reflect the actual pricing of this product.

Unless otherwise informed, we reserve the right to alter the layout of the enclosed form, including sequential ordering of the sections, color, and type font and size, and any changes necessary to correct typographical errors or comply with your state requirements, but we will only do so if such changes are within the allowable parameters or requirements set forth in your statutes.

To the best of our knowledge, the form complies with the laws and regulations of your state.

Sincerely,

Jackie Williams
Senior Contract Analyst
(612) 224-7671
(800) 448-9839 Ext. 224-7671
(515) 698-3245 (fax)
jackie.williams@us.ing.com

Company and Contact

Filing Contact Information

Jackie Williams, Sr. Contract Analyst	jackie.williams@us.ing.com
20 Washington Ave South	612-224-7671 [Phone]
Mail Stop 1217	515-698-3245 [FAX]
Minneapolis, MN 55401	

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Product Name: 1188
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Filing Company Information

Security Life of Denver Insurance Company
 20 Washington Avenue South
 Mail Stop 1217
 Minneapolis, MN 55401
 (800) 448-9839 ext.
 2247670[Phone]

CoCode: 68713
 Group Code: 229
 Group Name:
 FEIN Number: 84-0499703

State of Domicile: Colorado
 Company Type: Life Insurance
 State ID Number:

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: 1 form(s) x \$50 per form = \$50
 Per Company: No

Company	Amount	Date Processed	Transaction #
Security Life of Denver Insurance Company	\$50.00	01/07/2013	66294645

SERFF Tracking #: INGD-128679256

State Tracking #:

Company Tracking #: 1188

State: Arkansas

Filing Company: Security Life of Denver Insurance Company

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/14/2013	01/14/2013

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Disposition

Disposition Date: 01/14/2013

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		Yes
Supporting Document	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Actuarial Memorandum		No
Supporting Document	Statement of Variability		Yes
Form	Flexible Premium Adjustable Universal Life Insurance Policy		Yes

State: Arkansas

Filing Company:

Security Life of Denver Insurance Company

TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life

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Form Schedule

Lead Form Number:

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Flexible Premium Adjustable Universal Life Insurance Policy	1188-02/13	POL	Initial		50.000	AR 1188.pdf

Form Type Legend:

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

**SECURITY LIFE OF DENVER INSURANCE COMPANY
A STOCK COMPANY**

INSURED: [JOHN DOE]
POLICY DATE: [February 15, 2013]
POLICY NUMBER: [67000001]

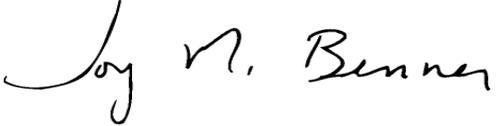
WE AGREE TO PAY the Death Benefit Proceeds to the beneficiary on the death of the Insured while your policy is in force, subject to your policy provisions.

WE ALSO AGREE to provide the other rights and benefits of your policy, subject to its provisions.

PLEASE READ YOUR POLICY CAREFULLY

RIGHT TO EXAMINE PERIOD: You have the right to examine and return your policy. You may return it by mail or other delivery to the agent who sold it to you or to the Customer Service Center within 60 days after you receive it. If you do so, this policy will be deemed void from the beginning. If you return your policy during the Right to Examine Period, we will apply the refund of premiums paid to a reinstated policy issued by us.

Your policy is signed for Security Life of Denver Insurance Company by:

[] []

Donald W. Britton
President

Joy M. Benner
Secretary

In your policy, "you" and "your" refer to the owner of this policy; "we", "us" and "our" refer to Security Life of Denver Insurance Company.

YOUR POLICY IS A FLEXIBLE PREMIUM ADJUSTABLE UNIVERSAL LIFE INSURANCE POLICY.

The Death Benefit Proceeds are payable on the Insured's death.
Flexible premiums are payable by you until Attained Age 121.
Your policy is nonparticipating and is not eligible for dividends.
There is no maturity date.

**Benefits, values, periods of coverage and premiums are on an indeterminate basis.
The initial interest rate is guaranteed only for a limited period of time.**

SECURITY LIFE OF DENVER INSURANCE COMPANY

**[Home Office
Denver, Colorado]**

**[Customer Service Center
P.O. Box 5065
Minot, ND 58702-5065
Overnight Mail: 2000 21st Ave NW
Minot, ND 58703-0890
Toll Free Number: 1 (877) 253-5050]**

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We place a copy of your application and any amendments, endorsements and riders at the end of your policy provisions and these documents are part of your policy.

SCHEDULE

POLICY NUMBER	[67000001]
POLICY DATE	[February 15, 2013]
INSURED	[JOHN DOE]
AGE/GENDER	[90, MALE]
RISK CLASS	[STANDARD NO TOBACCO]
[RATING FACTOR]	[1.00 for 20 policy years]
[FLAT EXTRA AMOUNT (PER MONTH PER \$1,000.00)]	[\$0.00 for 0 policy years]
MINIMUM DEATH BENEFIT	[\$25,000.00]
STATED DEATH BENEFIT	[\$100,000.00]
MONTHLY PROCESSING DATE	[1st]
SCHEDULED PREMIUM	[\$10,000.00 annual]
DEFINITION OF LIFE INSURANCE TEST	CASH VALUE ACCUMULATION TEST

Coverage will expire prior to Attained Age 121 if premiums are insufficient to continue coverage. Exercise of certain rights under your policy will affect the death benefit coverage, including but not limited to partial withdrawals, loans, timing and amount of premium payments, and the current monthly charges, including the cost of insurance rates.

If your policy is in force at Attained Age 121, it will continue as stated in the Continuation of Coverage section.

Most of the capitalized terms used in these Schedules are defined in the "Terms to Understand" section of the policy. Please refer to that section for further explanation about these terms.

SCHEDULE (CONTINUED)

ADDITIONAL BENEFITS AND RIDERS

(For charges, if any, see the Guaranteed Maximum Monthly Rider Charges Schedule. For details on each rider, see the rider.)

[ACCELERATED DEATH BENEFIT RIDER]

The information provided above is for each rider on its effective date. For details, see your riders and applicable Schedules, if any.

SCHEDULE (CONTINUED)

GUARANTEED MAXIMUM POLICY CHARGES

- | | |
|--|--|
| a. Guaranteed Maximum Premium Expense Charge | [4.00]% of each premium received |
| b. Guaranteed Maximum Monthly Charges | |
| 1. Cost of Insurance Charge per \$1,000.00 of net amount at risk | See the Base Policy Table of Guaranteed Rates Schedule |
| 2. Policy Charge | [\$10.00] to Attained Age 121: zero thereafter |
| c. Guaranteed Maximum Transaction Charges | |
| 1. Partial Withdrawal Service Fee (for each partial withdrawal) | \$10.00 |
| 2. Excess Policy Illustration Fee (for each illustration after the first in a policy year) | \$25.00 |

SCHEDULE (CONTINUED)

GUARANTEED MAXIMUM MONTHLY RIDER CHARGES

[ACCELERATED DEATH BENEFIT RIDER See the rider for transaction charges]	[\$0.00]
--	----------

SCHEDULE (CONTINUED)

POLICY FEATURES AND BENEFITS

a. Policy Loans

- | | | |
|----|--|--|
| 1. | Guaranteed Maximum Interest Rate Charged on Loans | [2.15]% per year |
| 2. | Guaranteed Minimum Interest Rate Credited on Loans | [2.00]% per year |
| 3. | Minimum Loan Amount | \$500.00 |
| 4. | Maximum Loan Amount | 100.00% of the Net Surrender Value minus 3 times the Monthly Deduction |

b. Partial Withdrawals

- | | | |
|----|-----------------------------------|--|
| 1. | Minimum Partial Withdrawal Amount | \$500.00 |
| 2. | Maximum Partial Withdrawal Amount | Amount that will leave \$500.00 as the Net Surrender Value |
| 3. | Limit on Partial Withdrawals | 12 in a policy year |

c. Guaranteed Minimum Interest Rate [2.00]% per year

(File for CVAT version)

SCHEDULE (CONTINUED)

**DEFINITION OF LIFE INSURANCE CASH VALUE ACCUMULATION TEST
DEATH BENEFIT FACTORS**

(Rates based on Insured's gender and risk class - [male nonsmoker])

Your policy's Base Death Benefit at any time will not be less than:

- a. The Account Value;
- b. Multiplied by the appropriate Death Benefit Factor from the following table;
- c. Multiplied by the sum of one plus the greater of:
 1. The rate or rates guaranteed under your policy, including any interest rate guarantee applicable for any duration, or
 2. 4.00%;
- d. Divided by 1.04.

Attained Age	Death Benefit Factor
90	[1.15124]
91	[1.14036]
92	[1.12989]
93	[1.11964]
94	[1.10937]
95	[1.09873]
96	[1.08717]
97	[1.07348]
98	[1.05622]
99	[1.03302]
100 and older	[1.00000]

SCHEDULE (CONTINUED)

BASE POLICY TABLE OF GUARANTEED RATES

Guaranteed Maximum Cost of Insurance Rates per \$1,000.00 of Net Amount at Risk for your policy.

Attained Age	Monthly Cost of Insurance Rate	Attained Age	Monthly Cost of Insurance Rate	Attained Age	Monthly Cost of Insurance Rate
90	[17.19963]	101	[40.53000]	112	[83.33333]
91	[18.76183]	102	[43.11768]	113	[83.33333]
92	[20.42406]	103	[45.96629]	114	[83.33333]
93	[22.21645]	104	[49.11195]	115	[83.33333]
94	[24.15513]	105	[52.54884]	116	[83.33333]
95	[26.24420]	106	[56.37067]	117	[83.33333]
96	[28.20560]	107	[60.64049]	118	[83.33333]
97	[30.35199]	108	[65.43820]	119	[83.33333]
98	[32.70866]	109	[70.86239]	120	[83.33333]
99	[35.30337]	110	[77.04001]		
100	[38.17511]	111	[83.33333]		

The rates shown above are for a non-rated risk class. If your policy has a rating factor or a flat extra amount, we will adjust the maximum cost of insurance rates using the rating factor or flat extra amount shown in your Schedule. If your policy has a rating factor, we will determine the maximum cost of insurance rates by multiplying the rates shown above by the rating factor shown in your Schedule. If your policy has a flat extra amount, we will determine the maximum cost of insurance rates by adding the rates per \$1,000.00 shown above to the flat extra amount shown in your Schedule. We base the rates shown above on the 2001 Commissioners Standard Ordinary, [Male], [Nonsmoker], Ultimate Mortality Table, age nearest birthday.

TERMS TO UNDERSTAND

This section identifies some of the important terms that we have used throughout your policy and that have special meaning.

Account Value: The Account Value on the Policy Date will be the Net Premium paid on that date for your policy, less the Monthly Deduction for the first policy month. On any Monthly Processing Date other than the Policy Date, the Account Value is equal to: (a) the Account Value on the first day of the previous policy month; plus (b) one month's interest credited on both the loaned and unloaned portion of item a.; plus (c) any Net Premium received since the most recent Monthly Processing Date with interest from the date of receipt to the date of calculation; minus (d) the Monthly Deduction for the current month; minus (e) the amount of any partial withdrawal on the Monthly Processing Date; minus (f) any policy transaction charges incurred since the most recent Monthly Processing Date with interest from the effective date of the transaction to the date of calculation.

Age: Age is the age of the Insured on his or her birthday nearest the Policy Date. We issue your policy at the Age shown in your Schedule.

Attained Age: Attained Age is the Insured's Age as of the Policy Date plus the number of completed policy years.

Base Death Benefit: The Base Death Benefit is the death benefit of your policy and does not include any additional death benefit provided by riders attached to your policy, if any.

Death Benefit Proceeds: Death Benefit Proceeds is the amount we will pay on the Insured's death. Death Benefit Proceeds equals: (a) the Base Death Benefit in effect on the date of the Insured's death, plus the death benefit from other riders, if any; minus (b) any Loan Amount; minus (c) unpaid Monthly Deductions, if any, incurred prior to the date of the Insured's death.

Grace Period: The Grace Period is the 61 day period after which your policy will lapse unless you make a required premium payment. The Grace Period will begin on a Monthly Processing Date if on that date the Net Surrender Value is zero or less.

Insured: The Insured is the person whose life is insured by your policy. The Insured's name is shown in your Schedule and the Insured may or may not be the owner of your policy.

Loan Amount: The Loan Amount equals: (a) any outstanding loan plus accrued Loan Interest as of the beginning of the policy year; plus (b) new loans; plus (c) accrued but unpaid Loan Interest; minus (d) loan repayments.

Loan Interest: The amount of interest charged by us on the Loan Amount.

Minimum Death Benefit: The Minimum Death Benefit is the minimum amount of coverage required to issue or continue the policy. We show the Minimum Death Benefit amount in your Schedule. The Minimum Death Benefit applies to the Stated Death Benefit.

Monthly Deduction: The Monthly Deduction is equal to: (a) the monthly cost of insurance and policy charge for your policy shown in your Guaranteed Maximum Policy Charges Schedule; plus (b) the monthly charges, if any, for additional benefits provided by your riders shown in your Guaranteed Maximum Monthly Rider Charges Schedule.

Monthly Processing Date: The Monthly Processing Date is the date each month on which the Monthly Deduction from the Account Value is due.

Net Premium: Net Premium equals the premium received, minus the premium expense charge.

Net Surrender Value: The Net Surrender Value on any date equals: (a) the Surrender Value; minus (b) any Loan Amount.

Policy Date: We show the Policy Date in your Schedule. It is the date from which we measure policy years, policy months and policy anniversaries, and it determines the Monthly Processing Date.

Right to Examine Period: The Right to Examine Period is the number of days after delivery of your policy during which you have the right to examine your policy and return it and we will apply the refund of premiums paid to a reinstated policy issued by us. For details, see the cover page.

Scheduled Premium: Scheduled Premium is the amount that you indicate on your application as the amount you intend to pay at fixed intervals over a certain period. You may specify the interval as monthly, quarterly, semiannually or annually.

Stated Death Benefit: The Stated Death Benefit is the amount of death benefit coverage provided under your policy as shown in your Schedule. The Stated Death Benefit changes when there is a decrease or a transaction that causes your amount of coverage to change.

Surrender Value: Surrender Value is the Account Value.

INSURANCE COVERAGE PROVISIONS

POLICY DATES AND PERIODS

Policy Date

We show the Policy Date in your Schedule. It is the date from which we measure policy years, policy months and policy anniversaries, and it determines the Monthly Processing Date. A policy anniversary occurs each year on the same month and day as the Policy Date.

The Policy Date is the effective date for all coverage provided under your policy. No coverage may take effect under your policy unless we receive the amount of premium required for coverage to begin under your policy, and there has been no change in the insurability of the person proposed for insurance from the date of your policy application to the date we receive this required premium.

Monthly Processing Date

The Monthly Processing Date is the date each month on which the Monthly Deduction from the Account Value is due. The first Monthly Processing Date is the Policy Date. Subsequent Monthly Processing Dates are the same calendar day of each month as the Policy Date.

Right to Examine Period

The Right to Examine Period is the number of days after delivery of your policy during which you have the right to examine your policy and return it and we will apply the refund of premiums paid to a reinstated policy issued by us. For details, see the cover page.

DEATH BENEFIT PROVISIONS

Stated Death Benefit

The Stated Death Benefit is the amount of death benefit coverage provided under your policy as shown in your Schedule. The Stated Death Benefit changes when there is a decrease or a transaction that causes your amount of coverage to change. For example, a partial withdrawal may cause the Stated Death Benefit to change.

Base Death Benefit

The Base Death Benefit is the death benefit of your policy and does not include any additional death benefit provided by riders attached to your policy, if any. The Base Death Benefit equals the greater of:

- a. The Stated Death Benefit; or
- b. The Account Value multiplied by the appropriate factor from the Death Benefit Factors shown in your Definition of Life Insurance – Death Benefit Factors Schedule.

Minimum Death Benefit

The Minimum Death Benefit is the minimum amount of coverage required to issue or continue the policy. We show the Minimum Death Benefit amount in your Schedule. The Minimum Death Benefit applies to the Stated Death Benefit.

Definition of Life Insurance

The definition of life insurance test shown in your Schedule is the specific method by which we determine whether your policy meets the definition of life insurance under the Internal Revenue Code of 1986, as amended, and its rules and regulations. The test is not subject to change unless required by a change in the Internal Revenue Code or by other applicable legal authority.

We design your policy to qualify as a life insurance contract under the Internal Revenue Code, and we will construe all terms and provisions of your policy in a manner consistent with that design. The Base Death Benefit in force at any time will not be less than the amount of insurance necessary to achieve such qualification under the applicable provisions of the Internal Revenue Code. We reserve the right to amend your policy, return or refuse any premium, whether scheduled or unscheduled, adjust the amount of coverage and reject any policy request when required to maintain this tax qualification. We also reserve the right to reject any policy request if the request might cause us to return any premium to you, unless you have agreed in writing.

If premiums paid during any policy year exceed the limits set by the Internal Revenue Code, we will return the excess premiums to you, with interest as required by law, within 60 days after the end of the policy year. However, under current tax law, you have the right to pay the premium required to keep your policy in force to the end of the policy year.

CHANGES IN INSURANCE COVERAGE

The Stated Death Benefit shown on your Schedule is the amount of death benefit coverage under your policy. You may not increase the Stated Death Benefit, but decreases are permitted.

Requested Decreases in Coverage

Once each policy year, you may give us notice requesting a decrease to the Stated Death Benefit. We must approve any decrease to the Stated Death Benefit and the following will apply to all decreases:

- a. The effective date of the decrease will be the Monthly Processing Date immediately following the date of our approval;
- b. Your request must be made after the first policy anniversary and must be for an amount greater than or equal to \$1,000.00; and
- c. We will limit the decrease such that, immediately after the requested decrease, the Stated Death Benefit is at least equal to the Minimum Death Benefit.

PAYMENT OF DEATH BENEFIT PROCEEDS

Death Benefit Proceeds is the amount we will pay on the Insured's death and we compute the amount as of the date of the Insured's death.

Death Benefit Proceeds equals:

- a. The Base Death Benefit in effect on the date of the Insured's death, plus the death benefit from other riders, if any; minus
- b. Any Loan Amount; minus
- c. Unpaid Monthly Deductions, if any, incurred prior to the date of the Insured's death.

We will pay the Death Benefit Proceeds within 7 days of when we receive due proof of the death claim. Due proof of the death claim means we have received:

- a. Due proof of the Insured's death;
- b. Sufficient information to determine our liability, the extent of the liability, and the identity of the legally entitled beneficiary or beneficiaries; and
- c. Sufficient evidence that any legal impediments to payment that depend on parties other than us are resolved. Such legal impediments include, but are not limited to, the establishment of guardianships and conservatorships, the appointment and qualification of trustees, executors and administrators and our receipt of information required to satisfy state and federal reporting requirements.

Any Death Benefit Proceeds we pay are subject to adjustments as provided in the Misstatement of Age or Gender, Suicide Exclusion and Incontestability sections. We will pay the Death Benefit Proceeds in one lump sum unless you request an alternate method of payment. We describe other available payout methods in the Settlement Options Provisions section.

We will pay interest on the lump sum Death Benefit Proceeds from the date of the Insured's death to the date of payment. We will compute interest at a rate required by law from the date of death to the date the proceeds are paid.

CONTINUATION OF COVERAGE

If your policy is in force at Attained Age 121, it will continue pursuant to the terms of your policy. On that date, all riders attached to your policy will terminate.

Continuing coverage beyond Attained Age 100 may cause your policy to fail to qualify as life insurance under the Internal Revenue Code and you may be subject to adverse tax consequences. You should consult a tax advisor before you choose to continue your policy after Attained Age 100.

After Attained Age 121:

- a. We will calculate the Base Death Benefit as stated in your policy;
- b. No further premiums will be accepted except amounts required to keep your policy from lapsing;
- c. No further Monthly Deductions will be taken;
- d. Transaction charges will continue to be deducted at the time of the applicable transaction;
- e. Interest will continue to be credited to the Account Value;
- f. Partial withdrawals will continue to be available;
- g. Loans will continue to be available and any existing loan will continue. Loan Interest will continue to accrue and if not paid, may cause your policy to lapse. Repayments of loans and Loan Interest will be accepted; and
- h. Your policy will enter the 61-day Grace Period if the Net Surrender Value is zero or less.

You may surrender your policy if you do not want coverage to continue past Attained Age 121.

PREMIUM PROVISIONS

PREMIUMS

Scheduled Premium

Scheduled Premium is the amount that you indicate on your application as the amount you intend to pay at fixed intervals over a certain period. You may specify the interval as monthly, quarterly, semiannually or annually. You are not required to pay the Scheduled Premium and you may change it at any time. You may pay more or less than the amount of the Scheduled Premium, subject to the Unscheduled Premium and Premium Limitation sections. Payment of the Scheduled Premium does not guarantee that the coverage will not lapse. The timing and amount of your premium payments will affect your Account Value and death benefit coverage.

You may pay the Scheduled Premium shown in your Schedule while your policy is in force prior to Attained Age 121. Under conditions provided in the Grace Period and Lapse section, you may be required to make additional premium payments to keep your policy in force. All premiums after the first will be payable as provided in the Customer Service Center section. We will furnish a receipt signed by one of our officers upon your request.

Unscheduled Premium

You may make unscheduled premium payments at any time your policy is in force prior to Attained Age 121, subject to the Premium Limitation section. Unless you give us notice otherwise, we will first apply these premium payments to reduce or pay off any existing loan. We may limit the amount of any unscheduled premium payments if the payment would result in an increase in the Base Death Benefit.

PREMIUM LIMITATION

We will return any premium or any portion of the Account Value that causes your policy not to qualify as a life insurance policy under the Internal Revenue Code. We will also reject or return any unscheduled or Scheduled Premium if the premium would:

- a. Not be allowed under our normal rules of underwriting; or
- b. Cause classification of your policy as a modified endowment contract under the Internal Revenue Code, unless you have agreed to such classification in writing.

You may not pay any premiums after Attained Age 121, except any premiums necessary to keep your policy from lapsing. You may not pay any premiums after the Insured's death.

NET PREMIUM

Net Premium equals the premium received, minus the premium expense charge. We deduct this charge from each premium before allocating the premium to the Account Value.

Each time we receive a premium we determine the premium expense charge by multiplying the applicable premium expense charge percentage by the premium amount. The guaranteed maximum premium expense charge percentage is shown in your Guaranteed Maximum Policy Charges Schedule.

FAILURE TO PAY PREMIUM

We deduct the Monthly Deduction to cover your policy and rider charges until Attained Age 121. If you stop paying premiums prior to Attained Age 121, your Net Surrender Value may be insufficient to cover the Monthly Deduction and your coverage may lapse. See the Grace Period and Lapse section for details.

ACCOUNT VALUE PROVISIONS

ACCOUNT VALUE

The Account Value on the Policy Date will be the Net Premium paid on that date for your policy, less the Monthly Deduction for the first policy month.

On any Monthly Processing Date other than the Policy Date, the Account Value is equal to:

- a. The Account Value on the first day of the previous policy month; plus
- b. One month's interest credited on both the loaned and unborrowed portion of item a.; plus
- c. Any Net Premium received since the most recent Monthly Processing Date with interest from the date of receipt to the date of calculation; minus
- d. The Monthly Deduction for the current month; minus
- e. The amount of any partial withdrawal on the Monthly Processing Date; minus
- f. Any policy transaction charges incurred since the most recent Monthly Processing Date with interest from the effective date of the transaction to the date of calculation.

We calculate the Account Value on any other day in a manner consistent with the preceding formula.

GUARANTEED MINIMUM INTEREST RATES

The interest rate applied in the calculation of the unborrowed portion of the Account Value will not be less than the guaranteed minimum interest rate shown in your Policy Features and Benefits Schedule. This rate is an effective annual interest rate credited daily. We guarantee that the interest rate in effect at each policy anniversary will not change for the next 12 policy months.

DEDUCTIONS

PREMIUM EXPENSE CHARGE

Each time we receive a premium we determine the premium expense charge by multiplying the applicable premium expense charge percentage by the premium amount. The guaranteed maximum premium expense charge percentage is shown in your Guaranteed Maximum Policy Charges Schedule.

MONTHLY DEDUCTION

The Monthly Deduction is equal to:

- a. The monthly cost of insurance and policy charge for your policy shown in your Guaranteed Maximum Policy Charges Schedule; plus
- b. The monthly charges, if any, for additional benefits provided by your riders shown in your Guaranteed Maximum Monthly Rider Charges Schedule.

We deduct the Monthly Deduction from the Account Value as of the Monthly Processing Date. We will show the Monthly Deductions in periodic reports that we send you at least once per policy year, and we show the guaranteed maximum monthly charges in your Guaranteed Maximum Policy Charges Schedule. After Attained Age 121, we will not subtract any further Monthly Deductions.

Cost of Insurance

The cost of insurance charge for your policy is the cost of insurance rate for the risk class of the Insured, multiplied by the net amount at risk. It is determined on a monthly basis.

We use the net amount at risk to determine the cost of insurance charges; it is equal to (a) divided by (b), minus (c), where:

- (a) Is the Base Death Benefit as of the Monthly Processing Date (after subtracting those Monthly Deductions that are deducted before calculating the Base Death Benefit cost of insurance);
- (b) Is the result of one plus the monthly equivalent of the guaranteed minimum interest rate shown in your Policy Features and Benefits Schedule; and
- (c) Is the Account Value as of the Monthly Processing Date (after subtracting those Monthly Deductions that are deducted before calculating the Base Death Benefit cost of insurance).

We will determine the cost of insurance rate from time to time. We will base the rates on the gender and Age of the Insured, the duration since the coverage began and the risk class of the Insured.

Transaction Charges

We deduct transaction charges, as described in your Guaranteed Maximum Policy Charges Schedule and in each rider, as applicable, at the time of the applicable transaction.

ADJUSTMENT TO POLICY COST FACTORS

We may periodically change the rates for the cost of insurance and other charges, and the interest rates we credit to the Account Value. We may base any changes on our expectations of future cost factors including, but not limited to, mortality, expenses including taxes, persistency, investment earnings and reinsurance. Any change will apply to all policies of the same Age, gender and risk class for the Insured that have been in force for the same period. The cost of insurance and other charges will never exceed the guaranteed maximum rates shown in your Guaranteed Maximum Policy Charges Schedule. The interest rates we credit to the Account Value will never be less than the guaranteed minimum interest rates shown in your Policy Features and Benefits Schedule. We will not change cost of insurance rates or other charges, or the interest rates we credit to the Account Value to recover past losses.

POLICY LOAN PROVISIONS

POLICY LOANS

You may give us notice requesting a loan, secured only by your policy, on or after the first Monthly Processing Date. The minimum and maximum amount you may borrow is shown in your Policy Features and Benefits Schedule. However, requesting a maximum loan may cause your policy to enter the Grace Period.

The Loan Amount equals:

- a. Any outstanding loan plus accrued Loan Interest as of the beginning of the policy year; plus
- b. New loans; plus
- c. Accrued but unpaid Loan Interest; minus
- d. Loan repayments.

When you take a loan or if you do not pay the Loan Interest when due, an amount equal to the loan or Loan Interest due is added to the Loan Amount. If the Loan Amount equals or exceeds the Surrender Value, you must pay a premium sufficient to keep your policy in force. For details, see the Grace Period and Lapse section. Loans may generate an income tax liability, reduce the available Surrender Value and Death Benefit Proceeds or cause your policy to lapse.

Loan Interest

We charge you Loan Interest on the Loan Amount. The guaranteed maximum loan interest rate charged on loans is shown in your Policy Features and Benefits Schedule. The current loan interest rate charged may be less than the maximum rate and may change from time to time. We will notify you of the current loan interest rate when you receive a loan and give you reasonable advance notice of any increase in the current loan interest rate. Loan Interest is due and payable at the end of each policy year. If Loan Interest is not paid when due, it is added to the Loan Amount.

We credit you loan interest on the Loan Amount. The guaranteed minimum loan interest rate credited on loans is shown in your Policy Features and Benefits Schedule. The current loan interest rate credited may be more than the minimum rate and may change from time to time. The portion of the Account Value subject to a loan may accumulate at a different rate of interest than the portion of the Account Value not subject to a loan, but it will not accumulate at a rate that is less than the guaranteed minimum interest rate credited on loans shown in your Policy Features and Benefits Schedule.

We will not terminate your policy in a policy year as the sole result of a change in the loan interest rate in that policy year; and we will maintain coverage until your policy would have otherwise terminated without the change in loan interest rate in such policy year.

Loan Repayments

You may repay all or part of a loan at any time while your policy is in force. Unless you indicate otherwise, we will apply any payments other than Scheduled Premiums as loan repayments and not as premiums. When you make a loan repayment, the Loan Amount is decreased by the repayment amount.

PARTIAL WITHDRAWAL PROVISIONS

PARTIAL WITHDRAWALS

A partial withdrawal is a withdrawal of a portion of the Net Surrender Value. Taking a partial withdrawal may reduce your Death Benefit Proceeds. We deduct a partial withdrawal service fee each time you take a partial withdrawal. The amount of the partial withdrawal service fee is shown in your Guaranteed Maximum Policy Charges Schedule.

You may give us notice requesting a partial withdrawal on any Monthly Processing Date after the first policy anniversary. The partial withdrawal will be effective as of the Monthly Processing Date after we approve your request. The minimum and maximum partial withdrawal amounts are shown in your Policy Features and Benefits Schedule. We limit the number of partial withdrawals in a policy year to the number shown in your Policy Features and Benefits Schedule. We will also limit the amount of the partial withdrawal so that, immediately after the requested partial withdrawal, the Stated Death Benefit is at least equal to the Minimum Death Benefit we require to issue your policy.

The amount of the partial withdrawal and the partial withdrawal service fee will reduce the Account Value.

PARTIAL WITHDRAWAL EFFECT ON DEATH BENEFIT

A partial withdrawal does not reduce the Stated Death Benefit when:

- a. The Base Death Benefit has been increased to qualify your policy as life insurance under the Internal Revenue Code; and
- b. The amount withdrawn is not greater than that which reduces the Account Value to the level that no longer requires the Base Death Benefit to be increased for Internal Revenue Code purposes.

In all other situations, a partial withdrawal will reduce the Stated Death Benefit by the amount of the partial withdrawal.

Any reduction in death benefit will be effective as of the Monthly Processing Date after we approve your partial withdrawal request. We will notify you if a partial withdrawal results in a change to the death benefit. We may ask you to return your policy to our Customer Service Center to make this change. The withdrawal and the reductions in death benefits, if any, will be effective as of the Monthly Processing Date after we approve your request.

SURRENDER PROVISIONS

POLICY SURRENDERS

You may give us notice requesting a surrender of your policy at any time after the Right to Examine Period and before the death of the Insured, and receive the Net Surrender Value. Notice should be given as provided in the Required Notice and Procedures section. Once we receive both your notice and your policy at our Customer Service Center, we will compute the Net Surrender Value as of the last Monthly Processing Date. We will cancel your policy as of the date we receive your notice, and you will not have any further benefits under your policy. You cannot reinstate your policy once you have surrendered it.

We will pay the Net Surrender Value in one lump sum unless you request an alternate method of payment. We describe other available payout methods in the Settlement Options Provisions section.

Surrender Value

Surrender Value is the Account Value. The Surrender Value will not be less than the minimums required as of the Policy Date by the state in which your policy is delivered.

Net Surrender Value

The Net Surrender Value on any date equals:

- a. The Surrender Value; minus
- b. Any Loan Amount.

BASIS OF COMPUTATION

The Surrender Value under your policy is not less than the minimum required, as of the Policy Date, by the Standard Nonforfeiture Laws of the state in which your policy was delivered. We have filed a detailed statement of the method of computation of the policy values with the insurance department of the state in which your policy was delivered, if required.

GRACE PERIOD, TERMINATION AND REINSTATEMENT PROVISIONS

GRACE PERIOD AND LAPSE

On a Monthly Processing Date, if the Net Surrender Value is zero or less, your policy will enter into the Grace Period for 61 days.

Once your policy has entered the Grace Period, to keep it in force you must make a required premium payment. This required premium payment will be equal to the past due charges plus an amount we expect to be sufficient to keep your policy and any riders in force for 2 months following receipt of this required premium payment. We will mail notice of the amount of this required premium payment to you and any assignee at the last known address at least 30 days before the end of the Grace Period. If you send this required premium payment by U.S. mail, postmarked within the Grace Period, we will apply the Net Premium payment to your policy and deduct the past due amounts. We will consider any required premium payment received by us within 7 days of the end of the Grace Period as having been mailed within the Grace Period.

If you do not send us at least the required premium payment by the end of the Grace Period, your policy will lapse. Lapse means that your policy terminates without value.

If the death of the Insured occurs during the Grace Period, we will deduct any unpaid Monthly Deductions from the Death Benefit Proceeds of your policy. If you surrender your policy during the Grace Period, we will deduct any unpaid Monthly Deductions from the Surrender Value.

TERMINATION

All coverage provided by your policy will end as of the earliest of:

- a. The date your policy is surrendered;
- b. The date of the Insured's death; or
- c. The date your policy lapses (when the Grace Period ends without payment of the required premium).

Coverage provided by your riders will end according to their terms.

REINSTATEMENT

Reinstatement means putting a lapsed policy back in force. If your policy has lapsed at the end of the Grace Period, we will reinstate your policy if you meet all of the conditions listed below. The effective date of reinstatement will be the Monthly Processing Date on or next following the date you meet all of the conditions. If you have met all of the conditions listed below, and the Insured's death occurs before the Monthly Processing Date on which we reinstate your policy, we will pay the Death Benefit Proceeds as of that Monthly Processing Date. We will allow reinstatement subject to the following conditions:

- a. You have not surrendered your policy for its Net Surrender Value;
- b. We receive your notice to reinstate your policy on or before the earlier of:
 1. 5 years after the date your policy lapses, or
 2. Attained Age 121;
- c. You submit evidence satisfactory to us that the Insured is still insurable according to our normal rules of underwriting applicable to the original risk class and rating of your policy;
- d. Payment of a premium at least equal to an amount projected to keep your policy and any applicable riders in force from the beginning of the Grace Period to the end of the expired Grace Period and for an additional 2 months after the date of reinstatement. We will notify you of this required reinstatement premium amount in a reinstatement letter; and
- e. We receive any requested payment amounts within the period provided in the reinstatement letter.

Once we reinstate your policy:

- a. We will reinstate the Loan Amount, if any, calculated as of the end of the Grace Period; and
- b. The Account Value on the reinstatement date will equal:
 1. The Account Value at the end of the Grace Period; plus
 2. The Net Premium paid on reinstatement; minus
 3. Any unpaid Monthly Deductions through the end of the Grace Period.

You may reinstate your riders subject to the provisions in the rider forms.

GENERAL POLICY PROVISIONS

YOUR POLICY

Your initial policy, including a copy of your application and any amendments, endorsements and riders, plus any subsequent applications for changes to your policy or reinstatement and Schedules, amendments, riders, endorsements, make up your entire policy between you and us. We will attach a copy of your original application to your policy at issue. If there is a change in coverage, we will send you a copy of any application and any applicable Schedules for you to attach to your policy. In the absence of fraud, we will consider all statements made in your initial application, and any application for reinstatement, as representations and not warranties. No statement will be used to deny a claim unless it is in an application that is made part of your policy.

Both our president, or an officer, and our secretary or assistant secretary must sign all changes to your policy. No other person can change any of your policy's terms and conditions.

Your policy does not participate in our surplus earnings.

REQUIRED NOTICE AND PROCEDURES

Unless we allow otherwise, you must send us notice of all selections, designations, assignments and requests in a written form acceptable to us. You should send any notice to our Customer Service Center at the P.O. Box shown on the policy cover page. For overnight delivery, see the address on the cover page. We may require a return of your policy or proof of your lost policy for the surrender of, or any change to, your policy. We are not liable for any action we take before we receive and record your written notification at our Customer Service Center.

Where applicable, all changes to your policy will be subject to our normal rules of underwriting, to include availability of reinsurance coverage, risk classifications and ratings.

In the event of the death of the Insured, please let us know as soon as possible. Once we receive notification of the Insured's death, we will promptly send claim filing instructions to you or the beneficiary. We may require proof of Age and a certified copy of the death certificate. We may require the beneficiary and next of kin to sign authorizations as part of due proof of the death claim. These authorization forms allow us to obtain information about the decedent, including, but not limited to, medical records of physicians and hospitals used by the decedent.

AGES

Age

Age is the age of the Insured on his or her birthday nearest the Policy Date. We issue your policy at the Age shown in your Schedule.

Attained Age

Attained Age is the Insured's Age as of the Policy Date plus the number of completed policy years.

INSURED

The Insured is the person whose life is insured by your policy. The Insured's name is shown in your Schedule and the Insured may or may not be the owner of your policy.

OWNERS

The original owner is the person or entity named as the owner in your application. You, as the owner, can exercise all rights and receive the benefits until the Insured's death. This includes the right to change the owner, beneficiaries and methods for the payment of Death Benefit Proceeds. All rights of the owner are subject to the rights of any assignee and any irrevocable beneficiary.

You may name a new owner by sending us notice. Unless you state otherwise, the new owner designation will take effect on the date you sign the notice, subject to any payments or actions we take prior to receipt of your notice at our Customer Service Center.

BENEFICIARIES

Your beneficiary designation will be on file with us or at a location designated by us. Until the Insured's death, you may name a new beneficiary by sending us notice. An irrevocable beneficiary cannot be changed without the consent of the irrevocable beneficiary. Unless you state otherwise, the new beneficiary designation will take effect on the date you sign the notice, subject to any payments or actions we take prior to receipt of your notice at our Customer Service Center. We will pay Death Benefit Proceeds to the beneficiaries listed on your most recent beneficiary designation and we will not be subject to multiple payments.

We will pay the Death Benefit Proceeds to the primary beneficiary or beneficiaries surviving the Insured's death. If no primary beneficiaries survive the Insured's death, we will pay the surviving contingent beneficiary or beneficiaries. If more than one beneficiary in a class survives the Insured's death, they will share the Death Benefit Proceeds equally, unless your beneficiary designation provides otherwise. We will pay the Death Benefit Proceeds to you or your estate if there is no surviving designated beneficiary.

ASSIGNMENT

You may assign your policy as security by giving us notice. Unless you state otherwise, the assignment will take effect on the date you sign the notice, subject to any payments or actions we take prior to receipt of your notice at our Customer Service Center. The rights of the owner and beneficiaries are subject to the assignment. We are not liable for the validity of any assignment.

INCONTESTABILITY

After your policy has been in force during the lifetime of the Insured for 2 years from the date of issue, we will not contest its validity, except for nonpayment of premiums. After your policy has been in force during the lifetime of the Insured for 2 years from the effective date of any approved request requiring underwriting, we will not contest the validity of the approved request, except for nonpayment of premiums. We will base any contest only on statements made in your application for your policy or in your request requiring underwriting, whichever is applicable; and the statements must be material to the risk accepted or the hazard assumed by us. Notwithstanding the above, we may contest your policy at any time if it was procured by fraud, as permitted by the law of the state in which your policy was delivered.

Notwithstanding the above, if we issued your current policy without evidence of insurability because of an exchange, conversion or other similar transaction involving an in force policy issued by us (the "original policy"), we will measure the incontestability period of your current policy from the original policy's date of issue. The only exception is when your current policy contains a new applied for benefit not provided for under the original policy. If this condition occurs, the incontestability exclusion provision of your current policy will apply to the new benefits provided under your current policy.

MISSTATEMENT OF AGE OR GENDER

We will adjust the death benefit if the Insured's Age or gender has been misstated. Notwithstanding the Incontestability section, the adjusted death benefit will be equal to the death benefit that would have been purchased at the Insured's correct Age and gender using the most recent cost of insurance charge and adjusting the net amount at risk by the ratio of the incorrect cost of insurance rate to the correct cost of insurance rate.

CHANGE IN TOBACCO USE

If there is a change in the Insured's tobacco use habits during the time your policy is in force, you may apply for a change to the Insured's risk class by sending notice to us at our Customer Service Center. Your policy must have been in force for one year from the date of issue before you may make your request. We will base any change on our normal rules of underwriting.

SUICIDE EXCLUSION

If the Insured commits suicide, while sane or insane, within 2 policy years of the date of issue, we will make a limited payment to the beneficiary. We will pay in one lump sum the amount of all premiums paid to us during that time, minus any Loan Amount and partial withdrawals. Coverage under your policy and all riders will then terminate.

Notwithstanding the above, if we issued your current policy without evidence of insurability because of an exchange, conversion or other similar transaction involving an in force policy issued by us (the "original policy"), we will measure the suicide period of your current policy from the original policy's date of issue. The only exception is when your current policy contains a new applied for benefit not provided for under the original policy. If this condition occurs, the suicide exclusion provisions of your current policy will apply to the new benefits provided under your current policy.

DEFERRAL OF PAYMENT

We may defer payment of any partial withdrawal, surrender or loan, except for any loan used to pay premiums, for up to 6 months after receipt of your notice. We will not defer payment of Death Benefit Proceeds.

PERIODIC REPORTS

We will send you, without charge, at least once each year a report that shows the report period date, the Account Value at the beginning and the end of the report period, the Surrender Value at the end of the report period, the amounts credited and debited to your policy, the death benefit, any Loan Amount at the end of the report period and a notice if your policy will enter the Grace Period before the end of the next reporting period based on guaranteed charges and no additional premium payments. The report will also show the allocation of the Account Value as of the date of the report and the amounts added to or deducted from the Account Value since the last report. The report will include any other required information by the insurance supervisory official of the jurisdiction in which your policy is delivered.

ILLUSTRATION OF BENEFITS AND VALUES

You may give us notice requesting a hypothetical illustration of future death benefits and Account Values. Notice should be given as provided in the Required Notice and Procedures section. This illustration will include the information required by the laws of the state where your policy is delivered. If you request more than one illustration during a policy year, we reserve the right to charge a reasonable fee for each additional illustration. The maximum amount of this fee is shown in your Guaranteed Maximum Policy Charges Schedule.

CUSTOMER SERVICE CENTER

The mailing address (including the overnight delivery address) of the Customer Service Center is located on the policy cover page. Unless we give you notice otherwise, you should send:

- a. All payments to the address on any provided premium notice or coupon and return envelope; and
- b. All other payments, notices and requests to our Customer Service Center as provided in the Required Notice and Procedures section.

SETTLEMENT OPTIONS PROVISIONS

SETTLEMENT OPTION SELECTION

A settlement option provides for payment of Death Benefit Proceeds or the Net Surrender Value in other than a lump sum. You may select a settlement option by giving us notice before the death of the Insured. If you have not selected a settlement option, the beneficiary may give us notice within 60 days after we receive due proof of the death claim or prior to our payment of the lump sum Death Benefit Proceeds, whichever is earlier. You may not name a payee that is not a natural person without our consent.

SETTLEMENT OPTIONS

- a. **Settlement Option I:**
Payouts for a Designated Period. Based on your selection, we will pay annual, semi-annual, quarterly or monthly installments per year for a designated period that may be 5 to 30 years. The installment dollar amounts will be equal except for any excess interest as described below. The amount of the first monthly payout for each \$1,000.00 of proceeds applied is in Settlement Option Table I.
- b. **Settlement Option II:**
Life Income with Payouts for a Designated Period. Based on your selection, we will pay annual, semi-annual, quarterly or monthly installments per year throughout the payee's lifetime, or if longer, for a period of 5, 10, 15 or 20 years. The installment dollar amounts will be equal except for any excess interest as described below. The amount of the first monthly payout for each \$1,000.00 of proceeds applied is in Settlement Option Table II. This settlement option is available only for ages shown in the table. Payouts for Settlement Option II will be determined by using the 2000 Individual Annuitant Mortality Table for the appropriate gender at 1.50% interest annually.
- c. **Settlement Option III:**
Hold at Interest. You may leave amounts on deposit with us that we will pay on the death of the payee, or at any earlier date you select. Interest on any unpaid balance will be at the rate declared by us or at any higher rate required by law. You select whether interest will be left on deposit with us and accumulated or paid in monthly, quarterly, semi-annual or annual payments each year. You may not leave any amount on deposit for more than 30 years.
- d. **Settlement Option IV:**
Payouts of a Designated Amount. Based on your selection, we will pay a designated amount in annual, semi-annual, quarterly or monthly equal installments per year until the proceeds, together with interest at the rate declared by us or at any higher rate required by law, are exhausted.
- e. **Settlement Option V:**
Other. Settlement may be made in any other manner as agreed in writing between you (or the beneficiary) and us.

SETTLEMENT OPTION CHANGES AND WITHDRAWALS

You may change any settlement option at any time before the Insured's death. If you have given the beneficiary the right to make changes or withdrawals, or if the beneficiary has selected the settlement option, the beneficiary (as primary payee) may take the following actions:

- a. Make a change from Settlement Options I, III and IV to another settlement option;
- b. Take a full withdrawal under Settlement Option III or IV; and partial withdrawals of not less than \$300.00 under Settlement Option III;
- c. Commute and receive in one sum any remaining installments under Settlement Option I at 1.50% interest annually; and
- d. Change any contingent payee designation.

You may give us notice requesting a change or withdrawal. We also may require that you send in the supplementary policy or provide proof of your lost policy. We may defer payment of a commuted payment and any withdrawals for a period up to 6 months.

SETTLEMENT OPTION EXCESS INTEREST

For Settlement Options I, II, III and IV, interest is credited at the guaranteed minimum rate of 1.50% per year or, in our discretion, it may be credited at a higher rate. Crediting at a rate higher than the guaranteed minimum rate for one period does not guarantee a higher rate for other periods.

SETTLEMENT OPTION MINIMUM AMOUNTS

The minimum amount you may apply under any settlement option is \$2,000.00. If the payments to the payee are ever less than \$20.00, we may change the frequency of payments to result in payments of at least that amount.

SUPPLEMENTARY POLICY

When a settlement option becomes effective, we will surrender your policy in exchange for a supplementary policy. It will provide for the manner of settlement and rights of the payees. The supplementary policy's effective date will be the date of the Insured's death or the date of surrender. The first payment under Settlement Options I, II and IV will be payable as of the effective date. The first interest payment under Settlement Option III will be made as of the end of the interest payment period selected. We will make subsequent payments in accordance with the frequency of payment selected. You may not assign the supplementary policy or payments without our consent.

INCOME PROTECTION

Unless otherwise provided in the selection, a payee does not have the right to commute, transfer or encumber amounts held or installments to become payable. To the extent provided by law, the proceeds, retained amounts and installments are not subject to any payee's debts, policies or engagements.

DEATH OF PRIMARY PAYEE

On the primary payee's death, we will continue any payments certain under Settlement Option I or II, interest payments under Settlement Option III, or payments under Settlement Option IV to the contingent payee, or release any amounts in one lump sum, if permitted by your policy. The final payee will be the estate of the last to die of the primary payee and any contingent payee.

PAYMENTS OTHER THAN MONTHLY

The tables that follow show monthly installments for Settlement Options I and II. To arrive at annual, semi-annual or quarterly payments, multiply the appropriate figures by 11.813, 5.957 or 2.991 respectively. We will provide factors for other periods, or for other options provided by mutual agreement, on reasonable request.

SETTLEMENT OPTION TABLES

SETTLEMENT OPTION TABLE I

(Per \$1,000.00 of proceeds)

No. of Years Payable	Monthly Installment	No. of Years Payable	Monthly Installment
5	\$17.28	18	\$5.27
6	\$14.51	19	\$5.03
7	\$12.53	20	\$4.81
8	\$11.04	21	\$4.62
9	\$9.89	22	\$4.44
10	\$8.96	23	\$4.28
11	\$8.21	24	\$4.13
12	\$7.58	25	\$3.99
13	\$7.05	26	\$3.86
14	\$6.59	27	\$3.75
15	\$6.20	28	\$3.64
16	\$5.85	29	\$3.54
17	\$5.55	30	\$3.44

We base these installments factors on an interest rate of 1.50% per year.

SETTLEMENT OPTION TABLES (CONTINUED)

SETTLEMENT OPTION TABLE II

Female

(Per \$1,000.00 of proceeds)

Age of Payee's Nearest Birthday When First Installment is Payable	Monthly Installment				Age of Payee's Nearest Birthday When First Installment is Payable	Monthly Installment			
	Female	Life With 5 Years Certain	Life With 10 Years Certain	Life With 15 Years Certain		Life With 20 Years Certain	Female	Life With 5 Years Certain	Life With 10 Years Certain
15	1.92	1.92	1.92	1.92	41	2.57	2.56	2.56	2.55
16	1.94	1.94	1.94	1.94	42	2.61	2.60	2.60	2.59
17	1.95	1.95	1.95	1.95	43	2.65	2.64	2.64	2.63
18	1.97	1.97	1.97	1.97	44	2.69	2.69	2.68	2.67
19	1.99	1.99	1.99	1.99	45	2.74	2.73	2.73	2.71
20	2.01	2.01	2.01	2.00	46	2.79	2.78	2.77	2.76
21	2.02	2.02	2.02	2.02	47	2.84	2.83	2.82	2.80
22	2.04	2.04	2.04	2.04	48	2.89	2.88	2.87	2.85
23	2.06	2.06	2.06	2.06	49	2.94	2.94	2.92	2.90
24	2.08	2.08	2.08	2.08	50	3.00	2.99	2.98	2.95
25	2.10	2.10	2.10	2.10	51	3.06	3.05	3.03	3.00
26	2.13	2.12	2.12	2.12	52	3.12	3.11	3.09	3.06
27	2.15	2.15	2.15	2.14	53	3.19	3.18	3.16	3.12
28	2.17	2.17	2.17	2.17	54	3.26	3.25	3.22	3.18
29	2.19	2.19	2.19	2.19	55	3.33	3.32	3.29	3.24
30	2.22	2.22	2.22	2.21	56	3.41	3.39	3.36	3.30
31	2.25	2.24	2.24	2.24	57	3.49	3.47	3.43	3.37
32	2.27	2.27	2.27	2.27	58	3.58	3.56	3.51	3.44
33	2.30	2.30	2.30	2.29	59	3.67	3.65	3.59	3.51
34	2.33	2.33	2.32	2.32	60	3.77	3.74	3.68	3.58
35	2.36	2.36	2.35	2.35	61	3.87	3.84	3.77	3.66
36	2.39	2.39	2.39	2.38	62	3.98	3.94	3.86	3.73
37	2.42	2.42	2.42	2.41	63	4.10	4.05	3.96	3.81
38	2.46	2.45	2.45	2.44	64	4.22	4.16	4.06	3.88
39	2.49	2.49	2.49	2.48	65	4.35	4.29	4.16	3.96
40	2.53	2.53	2.52	2.51	66	4.49	4.42	4.27	4.04

We will provide monthly installments for ages not shown on request.

We base these monthly installments on the 2000 Individual Annuitant Mortality Table and an interest rate of 1.50% per year.

SETTLEMENT OPTION TABLES (CONTINUED)

SETTLEMENT OPTION TABLE II
Female (Continued)
 (Per \$1,000.00 of proceeds)

Age of Payee's Nearest Birthday When First Installment is Payable	Monthly Installment			
	Life With 5 Years Certain	Life With 10 Years Certain	Life With 15 Years Certain	Life With 20 Years Certain
67	4.64	4.55	4.38	4.11
68	4.80	4.69	4.49	4.19
69	4.97	4.85	4.61	4.26
70	5.15	5.00	4.73	4.33
71	5.35	5.17	4.85	4.39
72	5.56	5.35	4.97	4.45
73	5.78	5.53	5.09	4.51
74	6.03	5.72	5.20	4.56
75	6.28	5.92	5.31	4.60
76	6.56	6.12	5.42	4.64
77	6.85	6.32	5.52	4.68
78	7.17	6.53	5.62	4.70
79	7.50	6.74	5.70	4.73
80	7.86	6.95	5.78	4.75
81	8.23	7.15	5.85	4.76
82	8.63	7.35	5.91	4.78
83	9.04	7.54	5.97	4.79
84	9.47	7.71	6.01	4.80
85	9.91	7.88	6.05	4.80
86	10.36	8.03	6.08	4.81
87	10.82	8.17	6.11	4.81
88	11.28	8.29	6.13	4.81
89	11.73	8.40	6.15	4.81
90	12.17	8.50	6.16	4.81

We will provide monthly installments for ages not shown on request.

We base these monthly installments on the 2000 Individual Annuitant Mortality Table and an interest rate of 1.50% per year.

SETTLEMENT OPTION TABLES (CONTINUED)

SETTLEMENT OPTION TABLE II

Male

(Per \$1,000.00 of proceeds)

Age of Payee's Nearest Birthday When First Installment is Payable	Monthly Installment				Age of Payee's Nearest Birthday When First Installment is Payable	Monthly Installment			
	Male	Life With 5 Years Certain	Life With 10 Years Certain	Life With 15 Years Certain		Life With 20 Years Certain	Male	Life With 5 Years Certain	Life With 10 Years Certain
15	1.99	1.99	1.99	1.99	41	2.73	2.73	2.72	2.70
16	2.01	2.01	2.01	2.01	42	2.78	2.78	2.76	2.74
17	2.03	2.03	2.03	2.03	43	2.83	2.82	2.81	2.79
18	2.05	2.05	2.05	2.04	44	2.88	2.87	2.86	2.83
19	2.07	2.07	2.07	2.06	45	2.93	2.93	2.91	2.88
20	2.09	2.09	2.09	2.08	46	2.99	2.98	2.96	2.93
21	2.11	2.11	2.11	2.10	47	3.05	3.04	3.02	2.98
22	2.13	2.13	2.13	2.12	48	3.11	3.10	3.07	3.03
23	2.15	2.15	2.15	2.15	49	3.17	3.16	3.13	3.09
24	2.17	2.17	2.17	2.17	50	3.24	3.22	3.19	3.14
25	2.20	2.20	2.19	2.19	51	3.31	3.29	3.26	3.20
26	2.22	2.22	2.22	2.22	52	3.38	3.36	3.32	3.26
27	2.25	2.25	2.24	2.24	53	3.46	3.44	3.39	3.32
28	2.27	2.27	2.27	2.27	54	3.54	3.52	3.47	3.39
29	2.30	2.30	2.30	2.29	55	3.63	3.60	3.54	3.45
30	2.33	2.33	2.33	2.32	56	3.72	3.68	3.62	3.52
31	2.36	2.36	2.35	2.35	57	3.81	3.77	3.70	3.58
32	2.39	2.39	2.38	2.38	58	3.91	3.87	3.79	3.65
33	2.42	2.42	2.42	2.41	59	4.02	3.97	3.87	3.72
34	2.45	2.45	2.45	2.44	60	4.13	4.08	3.97	3.79
35	2.49	2.49	2.48	2.47	61	4.25	4.19	4.06	3.86
36	2.53	2.52	2.52	2.51	62	4.38	4.30	4.16	3.93
37	2.56	2.56	2.56	2.54	63	4.52	4.43	4.26	4.01
38	2.60	2.60	2.59	2.58	64	4.66	4.56	4.36	4.07
39	2.65	2.64	2.63	2.62	65	4.82	4.69	4.46	4.14
40	2.69	2.68	2.68	2.66					

We will provide monthly installments for ages not shown on request.

We base these monthly installments on the 2000 Individual Annuitant Mortality Table and an interest rate of 1.50% per year.

SETTLEMENT OPTION TABLES (CONTINUED)

SETTLEMENT OPTION TABLE II
Male (Continued)
 (Per \$1,000.00 of proceeds)

Age of Payee's Nearest Birthday When First Installment is Payable	Monthly Installment			
	Male	Life With 5 Years Certain	Life With 10 Years Certain	Life With 15 Years Certain
66	4.98	4.83	4.57	4.21
67	5.15	4.98	4.68	4.27
68	5.34	5.13	4.78	4.33
69	5.53	5.29	4.89	4.39
70	5.74	5.45	5.00	4.45
71	5.95	5.62	5.10	4.50
72	6.18	5.80	5.21	4.54
73	6.42	5.97	5.31	4.58
74	6.68	6.15	5.40	4.62
75	6.95	6.33	5.49	4.66
76	7.23	6.52	5.58	4.68
77	7.53	6.70	5.66	4.71
78	7.85	6.88	5.73	4.73
79	8.17	7.06	5.80	4.75
80	8.52	7.24	5.86	4.76
81	8.87	7.41	5.92	4.78
82	9.24	7.57	5.97	4.79
83	9.62	7.73	6.01	4.80
84	10.01	7.88	6.05	4.80
85	10.41	8.02	6.08	4.81
86	10.81	8.14	6.10	4.81
87	11.22	8.26	6.13	4.81
88	11.63	8.37	6.14	4.81
89	12.04	8.47	6.16	4.81
90	12.45	8.55	6.17	4.81

We will provide monthly installments for ages not shown on request.

We base these monthly installments on the 2000 Individual Annuitant Mortality Table and an interest rate of 1.50% per year.

YOUR POLICY IS A FLEXIBLE PREMIUM ADJUSTABLE UNIVERSAL LIFE INSURANCE POLICY.

The Death Benefit Proceeds are payable on the Insured's death.

Flexible premiums are payable by you until Attained Age 121.

Your policy is nonparticipating and is not eligible for dividends.

There is no maturity date.

To obtain information or make a complaint, contact Security Life of Denver Insurance Company

**[Customer Service Center
P.O. Box 5065
Minot, ND 58702-5065
Overnight Mail: 2000 21st Ave NW
Minot, ND 58703-0890
Toll Free Number: 1 (877) 253-5050]**

**SECURITY LIFE OF DENVER INSURANCE COMPANY
A STOCK COMPANY**

SERFF Tracking #:

INGD-128679256

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

1188

State: Arkansas**Filing Company:**

Security Life of Denver Insurance Company

TOI/Sub-TOI: L09I Individual Life - Flexible Premium Adjustable Life/L09I.001 Single Life**Product Name:** 1188**Project Name/Number:** 1188/1188

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
1188 AR Certification Reg 19 and 49.pdf 1188 Flesch Readability Certification.pdf AR E-1208 Notice.Rev.pdf AR E-1299 Guaranty Assoc.Rev 1-04.pdf 1188 AR Certificate of Compliance Reg and Rule 34.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:	See cover letter under General Information tab.		

		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability		
Comments:			
Attachment(s):			
ING Duration UL Statement of Variability Non Compact and VI 1188 02-13 rev.pdf			

**ARKANSAS
CERTIFICATION**

RE: 1188-02/13 Flexible Premium Adjustable Universal Life Insurance Policy

As an officer of Security Life of Denver Insurance Company, I certify that this submission meet the provisions of Regulation 19 (unfair sex discrimination in the sale of life insurance), Regulation 49 (guaranty association notice) and all applicable requirements of the Arkansas Insurance Department.

SECURITY LIFE OF DENVER INSURANCE COMPANY

By: 

Terry Stumpf
Assistant Secretary

Date: December 7, 2012

**SECURITY LIFE OF DENVER INSURANCE COMPANY
Denver, Colorado**

FLESCH READABILITY CERTIFICATE

I certify that the Certificate form included in this submission has been printed in not less than ten point type.

The style, arrangement and overall appearance of the form gives no undue prominence to any portion of the text of the form.

The section titles are captioned in bold face type. The layout and spacing of the form separate the paragraphs from each other and from the border of the paper.

Unnecessarily long, complicated or obscure words, sentences, paragraphs or constructions are not used in this form.

Flesch Scale Reading Ease Score

I have supervised the computation of the Flesch scale reading ease score of this form, using the complete text of the form except for headings, indexes and tabular material, and the scores are listed below.

Form Number

1188-02/13

Flesch Reading Ease Scores

50.0

Signed



Terry Stumpf
Assistant Secretary

Date:

December 4, 2012

**SECURITY LIFE OF DENVER INSURANCE COMPANY
Denver, Colorado**

Arkansas Act 197 of 1987

**Customer Service Center
P.O. Box 5065
Minot, ND 58702-5065
1-877-253-5050**

Name of Agent _____

Address _____

Telephone Number _____

If we at Security Life of Denver Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201-1904
Telephone (800) 852-5494

**LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE
GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of this Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in the state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

**The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol, Suite 2
Little Rock, Arkansas 72201**

**Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904**

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Acts coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity, or health insurance contract or policy, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However persons holding such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contract holders, not individuals).
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliated benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 -- no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

STATE OF ARKANSAS CERTIFICATE OF COMPLIANCE

I hereby certify that for life insurance policy form number:

1188-02/13 – Flexible Premium Adjustable Universal Life Insurance Policy

1. The reserves under this policy shall be at least equal to the reserves provided under the minimum valuation standard set forth under Section 6 of Arkansas Insurance Department Regulation 34.
2. When calculating the reserves under the minimum reserves method in Regulation 34, in no case shall the reserves be less than the actual cash surrender values provided for under the policy contract.
3. The minimum cash surrender values under this policy and the minimum paid-up nonforfeiture benefits shall be determined in accordance with the terms of Section 7 of Regulation 34 pertaining to fixed premium universal life insurance policies.

Security Life of Denver Insurance Company

By: James K. Meyer Digitally signed by James K. Meyer
DN: cn=James K. Meyer, o, ou, email=jim.meyer@usjng.com, c=US
Date: 2013.01.07 10:02:47 -0700
Jim Meyer, FSA, MAAA
Actuary

Date: January 4, 2013

**SECURITY LIFE OF DENVER INSURANCE COMPANY
STATEMENT OF VARIABILITY**

FLEXIBLE PREMIUM ADJUSTABLE UNIVERSAL LIFE INSURANCE POLICY

Policy Form 1188-02/13

The Statement of Variability will be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

This document will address the variability of the following factors found in the above-referenced policy form.

<u>FACTOR</u>	<u>RANGE OF FACTORS</u>
Company Officers' Names, Titles and Signatures	Shown in brackets because of changes in personnel for future issues. In the event of such change, any new name, title or signature utilized will be of an officer of the company.
Company Addresses, Phone Number, and Name of Customer Service Center	Shown in brackets in the event of changes in addresses, phone numbers, or name of service center for future issues.
Insured, Policy Date, Policy Number, Age/Gender, Scheduled Premium	All are policy specific.
Risk Class	May be "STANDARD NO TOBACCO", "STANDARD TOBACCO", "RATED NO TOBACCO" or "RATED TOBACCO". Risk class is determined by the results of underwriting and may be different for each insured.
Rating Factor	Policy specific. Any amount from 1.00 to 5.00. This language only prints if the insured has a table rating. Once a policy is issued, it will not change for the life of the policy.
Flat Extra Amount (Per Month Per \$1000.00)	Policy specific. Any amount \$0.00 to \$83.33. This language only prints if the insured has a flat extra amount.
Minimum Death Benefit	\$25,000. Once a policy is issued, it will not change for the life of the policy. May change for future issues only. Please see explanation below.
Stated Death Benefit	Policy specific. Any amount greater than or equal to the Minimum Death Benefit amount.
Monthly Processing Date	Any number from 1 to 31, based on Policy Date.
Additional Benefits and Riders	Accelerated Death Benefit Rider – We have bracketed this so that we may issue the policy with or without this rider. This language only prints when the policy is issued with this benefit.
Guaranteed Maximum Premium Expense Charge	4.00% shown in brackets because rate could change at some future date for new issues only within range from 0.00% to 15.00%.
Guaranteed Maximum Monthly Policy Charge	\$10.00 shown in brackets because rate could change at some future date for new issues only within range from \$0.00 to \$15.00.

<u>FACTOR</u>	<u>RANGE OF FACTORS</u>
Guaranteed Maximum Monthly Rider Charges	This page will only appear if rider coverage is selected by the policy owner. Accelerated Death Benefit Rider - \$0.00 monthly charge shown in brackets because rate could change at some future date for new issues only within range from \$0.00 to \$5.00. One-time transaction charge is shown in rider. This language only prints when the policy is issued with this benefit.
Guaranteed Maximum Interest Rate Charged on Loans	2.15% shown in brackets because rate could change at some future date for new issues only within range from 2.00% to 6.00%.
Guaranteed Minimum Interest Rate Credited on Loans	2.00% shown in brackets because rate could change at some future date for new issues only within range from 0.00% to 6.00%.
Guaranteed Minimum Interest Rate	2.00% shown in brackets because rate could change at some future date for new issues only within range from 0.00% to 6.00%.
Guaranteed Maximum Cost of Insurance Rates per \$1,000 of Net Amount at Risk	COI rates for base coverage vary by attained age of the insured, gender, and smoking status. "Male", "Female", or "Unisex (80% Male/20% Female)" will print in the footnote depending on the gender of the insured. "Smoker" or "Nonsmoker" will print in the footnote depending on the smoking status of the insured.
Definition of Life Insurance Cash Value Accumulation Test Death Benefit Factors	Shown in brackets because they will depend on the insured's risk class.

The above-referenced Minimum Death Benefit, Guaranteed Maximum Premium Expense Charge, Guaranteed Maximum Monthly Policy Charge, Guaranteed Maximum Interest Rate Charged on Loans, Guaranteed Minimum Interest Rate Credited on Loans and Guaranteed Minimum Interest Rate are not eligible to be changed once a policy has been issued. Any change to these factors will be applied to new business policies only. As such, once a policy has been issued, no policy owner must assume the risk that this factor will be changed. Any new policy owner will be aware of the current level of these factors before policy issue.

Any changes to these rates will be for competitive purposes and in response to the effects of the changing economic environment, including but not limited to changes in interest rates, mortality, lapsation and reinsurance costs. Only one set of rates will be available at any one time for any of these factors. The factors established at the filing of this product have been set considering the same driving forces of competitive purpose and changing economic environment. The set of factors used for any policy issued will be the prevailing set of factors used at the time of policy issue.

X James K. Meyer

Digitally signed by James K. Meyer
DN: cn=James K. Meyer, o, ou,
email=jim.meyer@us.ing.com, c=US
Date: 2013.01.04 09:37:29 -07'00'

James K. Meyer, FSA, MAAA