

**COHEN SEGLIAS PALLAS  
GREENHALL & FURMAN, P.C.**  
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*Attorneys for Ronald Moore and  
Suzanne C. Moore, as Trustee*

**RONALD MOORE, and SUZANNE C.  
MOORE, as Trustee for the Trusts  
Containing New England Life Insurance  
Company Policies 1Y200696, 1Y203173,  
Y151280, Y151279, Y151278, and MetLife  
Insurance Company USA Policies 216 002  
437 USV, 216 002 441 USV, 216 002 442 USV,**

*Plaintiffs,*

v.

**BERNARD AUDET, JOSEPH NASELLI,  
CREATIVE FINANCIAL GROUP, LTD.,  
MML INVESTORS SERVICES, INC. f/k/a  
MSI FINANCIAL SERVICES, INC., NEW  
ENGLAND LIFE INSURANCE COMPANY,  
METROPOLITAN LIFE INSURANCE  
COMPANY, and BRIGHTHOUSE LIFE  
INSURANCE COMPANY,**

*Defendants.*

**COURT OF COMMON PLEAS  
OF DELAWARE COUNTY**

**NO. 2017-002578**

**JURY TRIAL DEMANDED**

**NOTICE TO DEFEND**

**NOTICE**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Delaware County Bar Association  
335 West Front Street, P.O. Box 466  
Media, PA 19063-2340  
(610) 566-6627

**AVISO**

Usted ha sido demandado en la corte. Si usted desea defenderse contra los cargos que han sido expuestos en las siguientes páginas, usted debe tomar acción dentro de veinte (20) días después de que sea notificado, por escrito, compareciendo personalmente o por un abogado y llenando en la corte, por escrito su defensa u objeciones a las demandas presentadas en su contra. Usted ha sido advertido que si no lo hace el caso puede proceder sin usted y el juicio puede ser declarado en su contra por la corte sin más aviso por cualquier dinero reclamado en la demanda o por cualquier otra demanda o compensación pedida por el demandante. Usted puede perder dinero o propiedad u otros derechos que son importantes para usted. USTED DEBE LLEVAR ESTE PAPEL A SU ABOGADO INMEDIATAMENTE. SI NO TIENE UN ABOGADO, VAYA O LLAME A LA OFICINA INDICADA ABAJO. ESTA OFICINA PUEDE PROVEERLE CON INFORMACIÓN DE CÓMO ENCONTRAR UN ABOGADO. SI USTED NO PUEDE PAGAR PARA CONTRATAR A UN ABOGADO, ESTA OFICINA PODRÍA OFRECERLE INFORMACIÓN SOBRE AGENCIAS QUE PODRÍAN OFRECER SERVICIOS LEGALES A PERSONAS ELEGIBLES A UNA TARIFA REDUCIDA O SIN COSTO.

ASOCIACIÓN DE LICENCIADOS DE DELAWARE  
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COMPANY, and BRIGHTHOUSE LIFE  
INSURANCE COMPANY,**

*Defendants.*

**COURT OF COMMON PLEAS  
OF DELAWARE COUNTY**

**NO. 2017-002578**

**JURY TRIAL DEMANDED**

**AMENDED COMPLAINT**

Plaintiffs Ronald Moore and Suzanne C. Moore, as Trustee for the Trusts Containing New England Life Insurance Company Policies 1Y200696, 1Y203173, Y151280, Y151279, Y151278, and MetLife Insurance Company USA Policies 216 002 437 USV, 216 002 441 USV, 216 002 442 USV (collectively, “**Plaintiffs**”) by and through their undersigned counsel, Cohen Seglias Pallas Greenhall & Furman, P.C., hereby files this Amended Complaint against Defendants, Bernard Audet, Joseph Naselli, Creative Financial Group, Ltd., MML Financial

DELAWARE COUNTY  
2017 JUN 30 AM 10:00  
FILED

Services, Inc. f/k/a MSI Financial Services, Inc., New England Life Insurance Company, Metropolitan Life Insurance Company, and Brighthouse Life Insurance Company, in support thereof, avers as follows:

### INTRODUCTION

1. This action arises out of fraud and misrepresentations made in the sale and maintenance of \$50,000,000 in life insurance coverage, among other things.

### PARTIES

2. Plaintiff Ronald Moore is a resident of the state of Delaware, residing at 20408 Silver Lake Drive, Unit 1, Rehoboth Beach, Delaware 19971.

3. Plaintiff-Trustee Suzanne C. Moore is the Trustee for the following trusts (collectively, the “**Trusts**”):

- a. The Ronald T. Moore Irrevocable Trust, which contains New England Life Insurance Company Policies 1Y200696 and 1Y203173;
- b. The Danae K. Banning Revocable Trust, which contains New England Life Insurance Company Policy Y151280 and MetLife Insurance Company USA Policy 216 002 442 USV;
- c. The Derek B. Moore Revocable Trust, which contains New England Life Insurance Company Policy Y151278 and MetLife Insurance Company USA Policy 216 002 441 USV, and
- d. The Daria L. Moore Revocable Trust, which contains New England Life Insurance Company Policy Y151279 and MetLife Insurance Company USA Policy 216 002 437 USV.

4. Trustee Suzanne C. Moore is the spouse of Ronald Moore and a resident of the state of Delaware, residing at 20408 Silver Lake Drive, Unit 1, Rehoboth Beach, Delaware 19971.

5. Defendant Bernard Audet is a resident of the state of Delaware, residing at 119 Saint Moritz Drive, Centreville, Delaware 19807.

6. Defendant Joseph Naselli is a resident of the Commonwealth of Pennsylvania, residing at 9 Fawn Circle, Malvern, Pennsylvania 19355.

7. Defendant Creative Financial Group, Ltd. (“**Creative**”) is a corporation organized in the Commonwealth of Pennsylvania, with a principal place of business at 16 Campus Boulevard, #200, Newtown Square, Pennsylvania 19073.

8. Defendant MML Financial Services, Inc. f/k/a MSI Financial Services, Inc. (“**MSI**”) is a corporation organized in the State of Delaware, with a principal place of business at 11215 North Community House Road, Charlotte, North Carolina 28277.

9. Upon information and belief, MSI is the successor to New England Securities Corporation (“**NESC**”) a result of a merger on January 2, 2015.

10. Defendant New England Life Insurance Company (“**New England Life**”) is a corporation organized in the Commonwealth of Massachusetts, with a principal place of business at One Financial Center, Boston, Massachusetts 02111.

11. Throughout this Complaint, the “New England Companies” collectively refers to New England Life and NESC.

12. Defendant Metropolitan Life Insurance Company (“**MetLife**”) is a corporation organized in the State of New York, with a principal place of business at 200 Park Avenue, New York, New York 10166.

13. Upon information and belief, MetLife was the affiliate or parent of NESC and MSI at all relevant times referenced in this Complaint until 2015.

14. Upon information and belief, MetLife was the affiliate or parent of New England Life at all relevant times referenced in this Complaint, and it remains the affiliate or parent.

15. Defendant Brighthouse Life Insurance Company (“**Brighthouse**”) is a corporation organized in the State of Delaware, with a principal place of business located at 11225 North Community House Road, Charlotte, North Carolina 28277.

16. Upon information and belief, Brighthouse is the successor to MetLife Insurance Company, USA (“**MetLife USA**”) as a result of a name change or a merger effective March 6, 2017.

17. Upon information and belief, at relevant times referenced throughout this Complaint, MSI, NESC, New England Life, MetLife, Brighthouse, and MetLife USA all bore some common ownership with one another, or some other type of affiliated entity relationship.

#### **JURISDICTION AND VENUE**

18. This Court has jurisdiction over this lawsuit because the claims arise out of occurrences taking place in Delaware County, Pennsylvania.

19. Upon information and belief, all defendants regularly engage in continuous and substantial business in Delaware County, Pennsylvania.

#### **FACTUAL BACKGROUND**

##### **Mr. Ronald Moore**

20. Mr. Moore was born in 1945, and, as of the date of this Complaint, is 71-years-old.

21. Mr. Moore spent his career working as an employee and owner of a construction company.

22. While managing his construction business, Mr. Moore began investing in real estate.

23. Mr. Moore saw success in real estate, and, as a result, Mr. Moore accumulated significant personal wealth.

### **Mr. Moore's Introduction to Creative**

24. Mr. Moore is involved in a trade group called the Associated Builders and Contractors (the "ABC").

25. In mid-1990s, Mr. Moore met Joseph Elliot through the ABC.

26. At that time, Mr. Elliot worked for Creative.

27. Creative is a financial services firm located in Delaware County, Pennsylvania.

28. After meeting for the first time, Mr. Moore and Mr. Elliot had several discussions about Mr. Moore's finances.

29. At that time, Mr. Moore had a significant net worth.

30. Eventually, Mr. Elliot wished to introduce Mr. Moore to other employees at Creative who had more experience assisting individuals with significant assets.

31. Around 1998, Mr. Elliot introduced Mr. Moore to Bernard Audet and Joseph Naselli.

### **Audet, Naselli, and the Estate Tax Problem**

32. Upon information and belief, Creative currently employs Audet as a financial adviser and financial services representative, and it has employed him as such at all relevant times referenced in this Complaint.

33. Upon information and belief, Creative currently employs Naselli as a director, financial adviser, and financial services representative, and it has employed him as such at all relevant times referenced in this Complaint.

34. Upon information and belief, from 1989 to the current date, Creative had an arrangement with the New England Companies, MSI, MetLife, and MetLife USA pursuant to which Creative's employees would sell insurance policies and securities offered by those entities, their affiliates, and/or their subsidiaries.

35. Upon information and belief, in addition to working for Creative, both Audet and Naselli were employees and agents of NESC for the period between 1994 and 2015.

36. Upon information and belief, while Audet and Naselli remain at Creative, they subsequently became employees of NESC's successor—MSI—in 2015.

37. After meeting Mr. Moore, Audet and Naselli informed Mr. Moore that he had an “estate tax problem.”

38. At that time, Mr. Moore was only in his mid-fifties, and, prior to meeting Audet and Naselli, he was not overly-concerned about the taxes following his death.

39. Audet and Naselli explained to Mr. Moore that if something were to happen to him, approximately half of his estate would not pass to his wife, children, and other beneficiaries.

40. Audet and Naselli's discussions with Mr. Moore caused Mr. Moore to get “real serious real quick.”

41. In the years that followed their introduction, Audet, Naselli, and Mr. Moore routinely met and exchanged calls between their offices in an effort to provide him with financial planning advice and work out a solution to the estate tax problem.

42. By the early 2000s, Mr. Moore's personal wealth had continued to increase significantly.

43. Based on the constant meetings and discussions with Audet and Naselli over the years, all in an effort to help Mr. Moore, and based on Audet and Naselli's perceived expertise, Mr. Moore developed and placed a strong degree of trust in Audet and Naselli.

44. Audet and Naselli ultimately suggested that Mr. Moore solve his problem with life insurance, as life insurance proceeds have certain tax advantages.

45. When Audet and Naselli presented Mr. Moore with the prices to obtain traditional permanent life insurance, he “damn near fell out” because of the high cost.

46. At that time, Mr. Moore was looking to sell his company and recognized that his income stream would significantly decrease in the future.

47. Because of the high premiums payments needed to maintain traditional permanent insurance and Mr. Moore’s expected loss of income, Mr. Moore concluded that he could not afford insurance as the fix for his tax problem.

**“The Solution”**

48. A few weeks after suggesting life insurance, Audet and Naselli came back to Mr. Moore asking if he would be interested in purchasing a type of life insurance that “he did not have to pay for.”

49. Audet and Naselli proposed that Mr. Moore purchase variable universal life insurance (“VUL”).

50. Though Mr. Moore was familiar with the general concepts of traditional permanent life insurance and term life insurance, he was not familiar with VUL or how it worked.

51. Over numerous personal meetings at both Creative’s office and Mr. Moore’s office, as well as over numerous phone calls between their offices, Audet and Naselli painted Mr. Moore a picture of what he could expect from a VUL policy.

52. Audet and Naselli described VUL as a type of permanent insurance.

53. Audet and Naselli stated that, just as with traditional permanent insurance, a VUL policy requires consistent payment of premiums to remain in force.

54. Audet and Naselli represented that those premiums remain level and do not increase.



55. Audet and Naselli represented that if Mr. Moore made sufficiently large, initial lump sum payments into a VUL policy, then those payments would serve as principal and provide a return sufficient to fund all the future premiums needed to keep the policy effective, without expiration.

56. Audet and Naselli explained that after making the large initial payments, Mr. Moore would not need to pay any additional premium himself.

57. Audet and Naselli represented that this method would allow Mr. Moore to obtain VUL coverage in the amount he desired, without expiration.

58. Audet and Naselli further explained that the initial lump sum payments would constitute a debt to Mr. Moore, which, upon his death, would be returned in full to his estate (the “**Cash Value**”).

#### **The First Policy**

59. On or around February 13, 2002, Audet and Naselli sold Mr. Moore a VUL policy issued by New England Life (the “**First Policy**”).

60. At this time, Mr. Moore was 56-years-old.

61. Audet and Naselli told Mr. Moore that the First Policy would pay \$10,000,000 upon his death.

62. Audet and Naselli told Mr. Moore that the First Policy would not expire.

63. Audet and Naselli told Mr. Moore that the First Policy would fund itself after Mr. Moore’s initial premium payments.

64. Regarding the initial premium payments, Audet and Naselli asked Mr. Moore if he could “come up with about \$1,500,000” to pay for the First Policy.

65. Mr. Moore told Audet and Naselli that he did not have that much money in cash at that time.

66. Mr. Moore explained that he had about half that amount in cash, and that he could come up with the other half in about a year's time.

67. Audet and Naselli told Mr. Moore that his proposed payment was sufficient to fund the First Policy, and that he would not need to pay any additional premiums after the proposed payments.

68. Audet and Naselli told Mr. Moore that the return on his initial payments would satisfy all future premiums required to maintain the policy, and that those future premiums would not increase in cost.

69. Audet and Naselli told Mr. Moore that MetLife would receive his payments and that the payments would be invested.

70. Relying upon Audet and Naselli's advice, representations, and expertise, Mr. Moore accepted and agreed to the First Policy without reading it.

71. Audet and Naselli filled out Mr. Moore's application for the First Policy on his behalf, and he signed the application without reading it.

72. In 2002, Mr. Moore caused New England Life to be paid a premium for the First Policy in the amount of \$794,091.

73. In 2003, Mr. Moore again caused New England Life to be paid a premium for the First Policy in the amount of \$794,091.

74. Upon information and belief, Audet, Naselli, and Creative made several hundred thousand dollars in commission from the sale of the First Policy.

75. The Ronald T. Moore Irrevocable Trust was created in order to hold the First Policy, and Suzanne C. Moore was designated as the Trustee.

76. A true and correct copy of the First Policy is attached as Exhibit "A."

### Creative's Investment Management

77. Following the sale of the First Policy, Audet and Naselli continued to confer with Mr. Moore every three months or so to provide financial planning advice.

78. Around that time, Audet and Naselli introduced Mr. Moore to James Unger.

79. Unger worked in Creative's investment division.

80. Following the introduction and several meetings, Unger and Creative began managing a significant amount of Mr. Moore's ordinary investments, which were unrelated to the First Policy or life insurance.

81. Creative earned commissions by managing Mr. Moore's ordinary investments.

82. Creative continuously managed a portion of Mr. Moore's investments until January, 2017, when Mr. Moore withdrew all of his assets from Creative's management.

### The Second Policy

83. On or around December 20, 2004, Audet and Naselli sold Mr. Moore a second VUL policy with New England Life (the "**Second Policy**").

84. Mr. Moore was 59-years-old when he purchased the Second Policy.

85. Like the First Policy, Audet and Naselli told Mr. Moore that the Second Policy would pay \$10,000,000 upon his death.

86. Audet and Naselli told Mr. Moore that the Second Policy would not expire.

87. Audet and Naselli told Mr. Moore that the Second Policy would fund itself after Mr. Moore's initial premium payments.

88. Because Mr. Moore had a minor heart issue following the issuance of the First Policy, he was required to pay more for the Second Policy than he paid for the First Policy.

89. For the initial premium payments for the Second Policy, Audet and Naselli requested that Mr. Moore pay approximately \$2,300,000 over a period of years.

90. Audet and Naselli told Mr. Moore that aside from the \$2,300,000 dollars in premium payments, he would not need to pay any additional premiums for the Second Policy.

91. Audet and Naselli told Mr. Moore that the return on his initial payments would satisfy all future premiums required to maintain the Second Policy, and that those future premiums would not increase in cost.

92. Audet and Naselli told Mr. Moore that MetLife would receive his payments and that the payments would be invested.

93. Relying upon Audet and Naselli's advice, representations, and expertise, Mr. Moore accepted and agreed to the Second Policy without reading it.

94. Audet and Naselli filled out Mr. Moore's application for the Second Policy on his behalf, and he signed the application without reading it.

95. On December 20, 2004, Mr. Moore caused New England Life to be paid a premium for the Second Policy in the amount of \$74,000.

96. On February 4, 2005, Mr. Moore caused New England Life to be paid a premium for the Second Policy in the amount of \$796,472.

97. On December 29, 2005, Mr. Moore caused New England Life to be paid a premium for the Second Policy in the amount of \$870,472.

98. On December 22, 2005, Mr. Moore caused New England Life to be paid a premium for the Second Policy in the amount of \$560,005.

99. Upon information and belief, Audet, Naselli, and Creative made several hundred thousand dollars in commission from the sale of the Second Policy.

100. The Second Policy was placed in the Ronald T. Moore Irrevocable Trust.

101. A true and correct copy is attached as Exhibit "B."

### The First Set of Family Policies

102. Following the sale of the Second Policy, Audet and Naselli continued to confer with Mr. Moore every three months or so to provide financial planning advice.

103. During one discussion in or around 2006, Audet and Naselli suggested that Mr. Moore purchase life insurance policies for each of his three children.

104. Following their suggestion, Mr. Moore requested to purchase non-expiring permanent life insurance for his children..

105. Mr. Moore requested to pay for those policies in their entirety through upfront, lump sum payments.

106. Mr. Moore requested that his children's policies contain the same Cash Value feature as his own policies.

107. Mr. Moore requested that each policy provide \$5,000,000 in insurance coverage for each child.

108. On January 19, 2006, Audet and Naselli sold Mr. Moore one insurance policy for each of his three children (the "**First Set of Family Policies**"), representing that the policies met the terms requested by Mr. Moore.

109. Relying upon Audet and Naselli's advice, representations, and expertise, Mr. Moore accepted and agreed to the First Set of Family Policies without reading them.

110. New England Life issued the First Set of Family Policies.

111. Each policy in the First Set of Family Policies provided \$5,000,000 in insurance coverage.

112. Audet and Naselli represented to Mr. Moore that an aggregate payment of \$511,280 over a period of years would fully fund the First Set of Family Policies, requiring no future additional premium payment by Mr. Moore.

113. In total, Mr. Moore caused approximately \$511,280 in lump sum payments to be paid over the course of four years to purchase the First Set of Policies.

114. Upon information and belief, Audet, Naselli, and Creative received significant commissions for the sale of the First Set of Family Policies.

115. To hold the First Set of Family Policies, the Danae K Banning Revocable Trust, the Derek B. Moore Revocable Trust, and the Daria L. Moore Revocable Trust were established, with Suzanne C. Moore serving as Trustee for each trust.

116. True and correct copies of the three policies constituting the First Set of Family Policies are attached as Exhibits "C," "D," and "E," respectively.

#### **Creative's Meetings, Review, and Reassurances**

117. Until 2016, Mr. Moore regularly met with Unger to review his investments managed by Creative.

118. In addition to providing Mr. Moore with account statements for his ordinary investments, Unger would routinely provide Mr. Moore with account statements for his VUL policies.

119. Despite receiving these statements, Mr. Moore did not scrutinize them, but rather simply looked at their bottom line Cash Value.

120. At their meetings, Unger would not review the VUL policies with Mr. Moore.

121. At their meetings, Unger told Mr. Moore that he had nothing to do with any of Mr. Moore's life insurance policies, but instead noted that Audet and Naselli bore responsibility for them.

122. As noted, Mr. Moore routinely met with and took calls from Audet and Naselli to discuss financial planning.

123. However, during their meetings and calls, Audet and Naselli never indicated to Mr. Moore that the VUL policies materially differed from how Audet and Naselli represented them at the time of sale or from how Mr. Moore understood them.

124. Further, during their meetings and calls, Audet and Naselli never discussed with Mr. Moore how the VUL policies functioned or were functioning.

125. In 2006 or 2007, upon reviewing one statement of value, Mr. Moore had noticed that the Cash Value of one of his policies had decreased.

126. Concerned, Mr. Moore spoke with Audet and Naselli several times about the decrease in value.

127. Audet and Naselli assured Mr. Moore that he had sufficiently funded the policies with his initial premium payments and that his life insurance coverage was not at risk.

128. Mr. Moore requested that Unger provide confirmation.

129. Unger told Mr. Moore that he would investigate.

130. Unger called Mr. Moore several days later and assured him that his policies were adequately funded and that his insurance coverage was not at risk.

131. As such, Mr. Moore had no further concern about the sufficiency of funding to keep his insurance coverage in force.

#### **MetLife's Involvement**

132. In 2007, Mr. Moore received a bill from MetLife seeking a payment of approximately \$775,000 in order to maintain the Second Policy.

133. As noted above, MetLife owned New England Life, and it sent the bill to Mr. Moore in an effort to collect on behalf of New England Life.

134. Concerned, Mr. Moore contacted Audet and asked about the bill.

135. Audet told Mr. Moore to throw away the bill, representing that MetLife had likely sent him the bill by mistake.

136. A few days later, Audet contacted Mr. Moore.

137. Audet told Mr. Moore that Mr. Moore's Policies were sufficiently funded, that his insurance coverage was not at risk, and that MetLife had erred in sending him the bill.

138. On November 26, 2007, MetLife sent Mr. Moore a second letter noting that the bill was erroneous, that Mr. Moore's policies were fully funded, and that "no further premium would be received."

139. A true and correct copy of MetLife's November 27, 2007 letter is attached as Exhibit "F."

140. As such, Mr. Moore had no further concern about the sufficiency of funding to keep his insurance coverage in force.

#### **Company Transfer and Suggestion of Decreased Coverage**

141. In 2011, Audet and Naselli approached Mr. Moore and recommended that he transfer full ownership of his company to his children.

142. Mr. Moore followed Audet and Naselli's recommendation and did so, completing the entire transfer on January 23, 2012.

143. Several months to a year later, Audet and Naselli came to Mr. Moore and recommended that Mr. Moore reduce his own life insurance coverage from \$20,000,000 to \$10,000,000, referencing the change in company ownership and explaining that transfer reduced his estate tax liability.

144. Audet and Naselli did not explain any particular benefit that Mr. Moore would receive from lowering his life insurance coverage.



145. Audet and Naselli simply explained to Mr. Moore that he should reduce his coverage because it was no longer necessary.

146. Mr. Moore rejected the suggestion that he forfeit \$10,000,000 in life insurance coverage.

147. Upon information and belief, Audet and Naselli made this suggestion to both conceal and remediate the misrepresentations that they had made during the sale of the First Policy and the Second Policy.

#### **The Second Set of Family Policies**

148. Around 2014, Audet and Naselli again prompted Mr. Moore to purchase more insurance, specifically a second set of policies for his children

149. At that time, Mr. Moore rejected Audet and Naselli's suggestions.

150. In 2016, however, Mr. Moore desired to make such a purchase.

151. Mr. Moore requested that Audet and Naselli sell him policies containing the same terms and coverage that he requested for the First Set of Family Policies.

152. On January 12, 2016, Audet and Naselli sold Mr. Moore a second insurance policy for each of his three children (the "**Second Set of Family Policies**"), representing that the policies met the terms requested by Mr. Moore.

153. Relying upon Audet and Naselli's advice, representations, and expertise, Mr. Moore accepted and agreed to the Second Set of Family Policies without reading them

154. MetLife USA issued the Second Set of Family Policies.

155. Each policy in the Second Set of Family Policies provided \$5,000,000 in insurance coverage.

156. Audet and Naselli represented to Mr. Moore that an aggregate payment of \$1,151,219 over a period of years would fully fund the Second Set of Family Policies, which would require no additional premium payment by Mr. Moore.

157. To date, Mr. Moore has caused approximately \$148,642 to be paid for the Second Set of Family Policies.

158. Upon information and belief, Audet, Naselli, and Creative received significant commissions for the sale of the Second Set of Family Policies.

159. The policies in the Second Set of Family Policies were placed in the Derek B. Moore Revocable Trust, the Daria L. Moore Revocable Trust, and the Danae K. Banning Revocable Trust, respectively.

160. True and correct copies of the three policies constituting the Second Set of Family Policies are attached as Exhibits “G,” “H,” and “I,” respectively.

**Mr. Moore Learns of Creative’s Misrepresentations**

161. The “Policies” collectively refer to the First Policy, the Second Policy, the First Set of Family Policies, and the Second Set of Family Policies.

162. “Mr. Moore’s Policies” collectively refer to the First Policy and the Second Policy.

163. The “Family Policies” collectively refer to the First Set of Family Policies and the Second Set of Family Policies.

164. In March, 2016, a financial advisor named Frank Hanna called Mr. Moore and introduced himself.

165. Mr. Hanna asked to meet Mr. Moore because Mr. Moore knew his father.

166. Mr. Moore and Mr. Hanna met for the first time in May 2016.

167. Mr. Hanna explained that he worked in wealth management.

168. Mr. Hanna explained that he did not intend to take business away from Mr. Moore's current financial advisors, but asked for Mr. Moore's consideration for possible future investments or referrals.

169. Mr. Moore allowed Mr. Hanna to take a look at his investments and provide him with an opinion, and Mr. Hanna did so.

170. Around that time, Mr. Moore mentioned the Policies to Mr. Hanna and described his understanding of what they were.

171. Mr. Hanna asked Mr. Moore to provide him with copies of the Policies.

172. Mr. Moore was reluctant to do so at first, but eventually agreed.

173. A week later, Mr. Hanna called Mr. Moore and asked to meet in person.

174. At that meeting, Mr. Hanna brought along his colleague, Bryan Cogliano.

175. Mr. Hanna and Mr. Cogliano explained to Mr. Moore that Mr. Moore's Policies would not sustain themselves and provide \$20,000,000 in coverage without expiration, but instead the coverage would likely lapse in the coming years if Mr. Moore did not pay additional premiums.

176. Mr. Hanna and Mr. Cogliano also explained that the Cash Value of Mr. Moore's Policies would decrease if he failed to pay additional premiums.

177. Mr. Hanna and Mr. Cogliano explained that the Family Policies faced the same risk as Mr. Moore's Policies, though their lapse was not as imminent.

178. Mr. Moore, Mr. Hanna, and Mr. Cogliano contacted MetLife in June 2016, seeking specific reports on the status of the Policies.

179. MetLife provided them with the requested reports.

180. The reports confirmed Mr. Hanna and Mr. Cogliano's suspicions and demonstrated that Mr. Moore's Policies would not provide Mr. Moore with \$20,000,000 in insurance coverage without expiration unless Mr. Moore paid significant additional premiums to fund those policies.

181. Based on the reports, Mr. Moore was presented with three possible options for addressing his own life insurance coverage.

182. If Mr. Moore paid several hundred thousand dollars' worth of premiums on an annual basis until he died, he could keep his policies in force without expiration with a \$20,000,000 death benefit and a consistent Cash Value.

183. If Mr. Moore took no action, the Cash Value of Mr. Moore's Policies would slowly dwindle, and Mr. Moore would almost certainly lose his entire death benefit and the Cash Value after a number of years.

184. If Mr. Moore accepted a lower aggregate death benefit of approximately \$6,000,000 and did not make any additional premium payments, Mr. Moore's death benefit would likely stay in place longer than it would if he took no action, but Mr. Moore's Policies would nevertheless almost certainly lapse in the coming years, with the Cash Value slowly dwindling to nothing.

#### **MetLife's Confirmation and Aftermath**

185. In September, 2016, Mr. Moore, Mr. Hanna, Mr. Cogliano, and MetLife's representative discussed the conclusions drawn from MetLife's reports.

186. MetLife's representative confirmed Mr. Hanna's and Mr. Cogliano's conclusions and Mr. Moore's three apparent options.

187. When Mr. Moore heard the confirmation by MetLife's representative, he came to believe for the first time that Audet and Naselli had betrayed his trust and misrepresented the Policies.

188. MetLife's representative also explained that because the Policies were based on market conditions, Audet and Naselli should have met with Mr. Moore regularly to discuss their performance and whether the Policies remained on track to maintain themselves, preserve their Cash Value, and provide Mr. Moore with his desired death benefit.

189. Because of the age and health of his children, Plaintiffs redeemed the First Set of Family Policies for their full Cash Value and purchased their children permanent life insurance from another provider (the "**Replacement Insurance**").

190. The Replacement Insurance contained the terms and benefits that Mr. Moore originally sought from Audet and Naselli with Family Policies, albeit at a higher cost.

191. Because the Second Set of Family Policies were purchased within the last year, they cannot be redeemed for any Cash Value.

192. The Second Set of Family Policies will not provide the coverage that Mr. Moore sought, and they will lapse in the near future.

193. Because of his age and health conditions, Mr. Moore is uninsurable at this time and cannot obtain replacement coverage for himself.

194. As of the date of this Complaint, Mr. Moore's Policies remain in effect, and Plaintiffs have taken no action in respect to either policy.

#### **Defendants' History and Concert of Action**

195. Upon information and belief, Audet and Naselli have a history of making misrepresentations and undertaking deceptive practices in the sale of VUL policies.

196. Upon information and belief, numerous FINRA complaints have been filed against Audet for similar practices, with Audet paying significant amounts of money to remedy the harm stemming from his practices.

197. Upon information and belief, Creative, MSI, the New England Companies, MetLife, and MetLife USA knew of Audet and Naselli's deceptive sales tactics and misrepresentations prior to and during all times relevant to this Complaint.

198. Upon information and belief, Creative, MSI, the New England Companies, MetLife, and MetLife USA encouraged such deceptive sales tactics and misrepresentations prior to and during all times relevant to this Complaint.

199. Upon information and belief, Audet, Naselli, Creative, MSI, the New England Companies, MetLife, and MetLife USA worked in concert and by common design to develop, promote, and undertake the deceptive sales practices and misrepresentations that Mr. Moore ultimately experienced.

200. Upon information and belief, Audet, Naselli, Creative, MSI, the New England Companies, MetLife, and MetLife USA worked in concert and by common design to conceal the mechanics of and inherent risk in the Policies and to mislead Mr. Moore about their nature, both prior to, during, and following the sale of the Policies.

201. Upon information and belief, Audet, Naselli, Creative, MSI, the New England Companies, MetLife, and MetLife USA undertook all such actions willfully and knowingly.

202. Upon information and belief, Audet and Naselli suggested that Mr. Moore forfeit \$10,000,000 in life insurance coverage for the purpose of concealing their misrepresentations to Mr. Moore.

203. Upon information and belief, if Mr. Moore had accepted the forfeiture suggestion, Audet and Naselli planned to aggregate the Cash Value of the First Policy and the Second Policy, thereby adequately funding the remaining \$10,000,000 in life insurance coverage for Mr. Moore and preventing a future coverage lapse.

**COUNT I**  
**FRAUDULENT MISREPRESENTATION**  
**(Plaintiffs v. All Defendants)**

204. Plaintiffs incorporate the foregoing paragraphs by reference as if set forth at length herein.

**Fraudulent Misrepresentations of Mr. Moore's Policies**

205. Audet and Naselli represented that after lump sum payments of approximately \$1,588,182 for the First Policy and \$2,300,949 for the Second Policy, both policies would provide life insurance coverage in the amount of \$20,000,000 without expiration, while maintaining their Cash Value and without requiring any additional premium payments.

206. Relying on these representations, Mr. Moore caused the requested lump sum payments to New England Life to be made.

207. These representations were, in fact, false.

208. With the intent inducing reliance and the purchase of the policies, Audet and Naselli made their representations recklessly or with knowledge of their falsity.

209. As a result of the Plaintiffs' justified reliance on Audet and Naselli's misrepresentations, the Plaintiffs have incurred damages.

**Fraudulent Misrepresentations of the Family Policies**

210. Mr. Moore requested Audet and Naselli sell Plaintiffs permanent life insurance that would provide \$10,000,000 of aggregate coverage for each of their three children without expiration.

211. Mr. Moore requested that they provide such policies in exchange for the limited payment of initial lump sums, which would be recoverable upon the children's death and which would fund all future premiums required to maintain the policies.

212. With the intent of inducing reliance and the purchase of policies for the children, Audet and Naselli presented the Family Policies and represented that they met the requested terms.

213. Audet and Naselli represented that a payment to New England Life of approximately \$511,280 was required to fully fund the First Set of Family Policies.

214. Audet and Naselli represented that a payment to MetLife USA of approximately \$1,151,219 was required to fully fund the Second Set of Family Policies.

215. Relying on Audet and Naselli's representations, Mr. Moore caused to be paid \$511,280 for the First Set of Family Policies.

216. Relying on Audet and Naselli's representations, Mr. Moore caused payments to be made for the Second Set of Family Policies.

217. These representations were, in fact, false.

218. With the intent of inducing reliance and the purchase of policies for the children, Audet and Naselli made their representations recklessly or with knowledge of their falsity.

219. As a result of Plaintiffs' justified reliance on Audet and Naselli's misrepresentations, Plaintiffs have incurred damages.



### Collective Liability

220. At all relevant times, Audet and Naselli were employed by Creative and acting within the scope of their employment when they made their misrepresentations.

221. Audet and Naselli were employed by MSI's predecessor—NESC—and acting within the scope of their employment when they made their misrepresentations in order to sell the First Policy, the Second Policy, and the First Set of Family Policies.

222. Audet and Naselli were employed by MSI and acting within the scope of their employment when they made their misrepresentations in order to sell the Second Set of Family Policies.

223. By virtue of their status as employers and principals, Creative, MSI, and New England Life bear responsibility for the misrepresentations of Audet and Naselli.

224. Upon information and belief, Creative, MSI, the New England Companies, MetLife, and MetLife USA knew of Audet and Naselli's deceptive sales tactics and misrepresentations prior to and during all times relevant to this Complaint.

225. Upon information and belief, Creative, MSI, the New England Companies, MetLife, and MetLife USA encouraged such deceptive sales tactics and misrepresentations prior to and during all times relevant to this Complaint.

226. Upon information and belief, Audet, Naselli, Creative, MSI, the New England Companies, MetLife, and MetLife USA worked in concert and by common design to develop, promote, and undertake the deceptive sales practices and misrepresentations that Mr. Moore ultimately experienced.

227. Upon information and belief, Audet, Naselli, Creative, MSI, the New England Companies, MetLife, and MetLife USA worked in concert and by common design to conceal the mechanics of and inherent risk in the Policies and to mislead Mr. Moore about their nature, both prior to, during, and following the sale of the Policies.

228. Upon information and belief, Audet, Naselli, Creative, MSI, the New England Companies, and MetLife, and MetLife USA undertook these actions willfully and knowingly.

229. As a successor, Brighthouse bears liability for MetLife USA.

WHEREFORE, Plaintiffs, Ronald T. Moore and Suzanne C. Moore, as Trustee, demand that judgment be entered in their favor and against all Defendants in an amount to be determined at trial, plus interest, costs of suit, attorneys' fees, punitive damages, and other such relief as this Court deems just, proper and equitable.

**COUNT II**  
**NEGLIGENT MISREPRESENTATION**  
**(Plaintiffs v. All Defendants)**

230. Plaintiffs incorporate the foregoing paragraphs by reference as if set forth at length herein.

**Negligent Misrepresentations of Mr. Moore's Policies**

231. Audet and Naselli represented that after lump sum payments of approximately \$1,588,182 towards the First Policy and \$2,300,949 towards the Second Policy, both policies would provide life insurance coverage in the amount of \$20,000,000 without expiration, while maintaining their Cash Value and without requiring any additional premium payments.

232. Relying on these representations, Mr. Moore caused the requested lump sum payments to New England Life to be made.

233. These representations were, in fact, false.

234. Audet and Naselli made these representations with the intent inducing reliance and the purchase of the policies.

235. Audet and Naselli should have known that the representations were false.

236. Audet and Naselli should have known that the First and Second Policy would not provide \$20,000,000 in life insurance coverage without expiration while maintaining the Cash Value and not requiring payments of any premiums additional to those originally directed by Audet and Naselli.

237. As a result of Plaintiffs' justified reliance on Audet and Naselli's misrepresentations, Plaintiffs have incurred damages.

**Negligent Misrepresentations of the Family Policies**

238. Mr. Moore requested Audet and Naselli sell Plaintiffs permanent life insurance providing \$10,000,000 of aggregate coverage for each of his three children without expiration.

239. Mr. Moore requested that they provide such policies in exchange for the limited payment of initial lump sums, which would be recoverable upon the children's death and which would fund all future premiums required to maintain the policies.

240. With the intent of inducing reliance and the purchase of policies for the children, Audet and Naselli presented the Family Policies and represented that they met the requested terms.

241. Audet and Naselli represented that a payment to New England Life of approximately \$511,280 was required to fully fund the First Set of Family Policies.

242. Audet and Naselli represented that a payment to MetLife USA of approximately \$1,151,219 was required to fully fund the Second Set of Family Policies.

243. Relying on Audet and Naselli's representations, Mr. Moore caused \$511,280 to be paid for the First Set of Family Policies.

244. Relying on Audet and Naselli's representations, Mr. Moore caused payments to be made for the Second Set of Family Policies.

245. These representations were, in fact, false.

246. Audet and Naselli should have known that the representations were false.

247. As a result of Plaintiffs' justified reliance on Audet and Naselli's misrepresentations, Plaintiffs have incurred damages.

### **Collective Liability**

248. At all relevant times, Audet and Naselli were employed by Creative and acting within the scope of their employment when they made their misrepresentations.

249. Audet and Naselli were employed by MSI's predecessor—NESC—and acting within the scope of their employment when they made their misrepresentations in order to sell the First Policy, the Second Policy, and the First Set of Family Policies.

250. Audet and Naselli were employed by MSI and acting within the scope of their employment when they made their misrepresentations in order to sell the Second Set of Family Policies.

251. By virtue of their status as employers and principals, Creative, MSI, and New England Life bear responsibility for the misrepresentations of Audet and Naselli.

252. Upon information and belief, Creative, MSI, the New England Companies, MetLife, and MetLife USA knew of Audet and Naselli's deceptive sales tactics and misrepresentations prior to and during all times relevant to this Complaint.

253. Upon information and belief, Creative, MSI, the New England Companies, MetLife, and MetLife USA encouraged such deceptive sales tactics and misrepresentations prior to and during all times relevant to this Complaint.

254. Upon information and belief, Audet, Naselli, Creative, MSI, the New England Companies, MetLife, and MetLife USA worked in concert and by common design to develop, promote, and undertake the deceptive sales practices and misrepresentations that Mr. Moore ultimately experienced.

255. Upon information and belief, Audet, Naselli, Creative, MSI, the New England Companies, MetLife, and MetLife USA worked in concert and by common design to conceal the mechanics of and inherent risk in the Policies and to mislead Mr. Moore about their nature, both prior to, during, and following the sale of the Policies.

256. Upon information and belief, Audet, Naselli, Creative, MSI, the New England Companies, MetLife, and MetLife USA undertook these actions willfully and knowingly.

257. As successor, Brighthouse bears liability for MetLife USA.

WHEREFORE Plaintiffs, Ronald T. Moore and Suzanne C. Moore, as Trustee, demand that judgment be entered in their favor and against all Defendants in an amount to be determined at trial, plus interest, costs of suit, attorneys' fees, punitive damages, and other such relief as this Court deems just, proper and equitable.

**COUNT III**  
**VIOLATION OF THE UNFAIR TRADE PRACTICES**  
**AND CONSUMER PROTECTION LAW, 73 P.S. § 201-1 ET. SEQ.**  
**(Plaintiffs v. All Defendants)**

258. Plaintiffs incorporate the foregoing paragraphs by reference as if set forth at length herein.

259. In the sale of the Policies, Audet and Naselli made misrepresentations and engaged in deceptive conduct—described throughout this Complaint—that deceived Mr. Moore and induced the purchase of the Policies.

260. The conduct undertaken and misrepresentations made by Audet and Naselli created a strong likelihood of confusion and misunderstanding.

261. Audet and Naselli's conduct and misrepresentations caused Mr. Moore to experience confusion and misunderstanding regarding the true nature of the Policies.

262. Mr. Moore reasonably relied on Audet and Naselli's aforementioned conduct and misrepresentations when purchasing the Policies and placing them in the Trusts.

263. As a result of Audet and Naselli's conduct, Plaintiffs experienced damage.

264. By virtue of their status as employers and principals, Creative, MSI, and New England Life bear responsibility for the misrepresentations of Audet and Naselli.

265. Upon information and belief, Creative, MSI, the New England Companies, MetLife, and MetLife USA knew of Audet and Naselli's deceptive sales tactics and misrepresentations prior to and during all times relevant to this Complaint.

266. Upon information and belief, Creative, MSI, the New England Companies, MetLife, and MetLife USA encouraged such deceptive sales tactics and misrepresentations prior to and during all times relevant to this Complaint.

267. Upon information and belief, Audet, Naselli, Creative, MSI, the New England Companies, MetLife, and MetLife USA worked in concert and by common design to develop, promote, and undertake the deceptive sales practices and misrepresentations that Mr. Moore ultimately experienced.

268. Upon information and belief, Audet, Naselli, Creative, MSI, the New England Companies, MetLife, and MetLife USA worked in concert and by common design to conceal the mechanics of and inherent risk in the Policies and to mislead Mr. Moore about their nature, both prior to, during, and following the sale of the Policies.

269. Upon information and belief, Audet, Naselli, Creative, MSI, the New England Companies, MetLife, and MetLife USA undertook these actions willfully and knowingly.

270. As successor, Brighthouse bears liability for MetLife USA.

WHEREFORE, Plaintiffs, Ronald T. Moore and Suzanne C. Moore, as Trustee, demand that judgment be entered in their favor and against all Defendants in an amount to be determined at trial, plus interest, costs of suit, attorneys' fees, punitive and treble damages, and other such relief as this Court deems just, proper and equitable.

**COUNT IV**  
**BREACH OF FIDUCIARY DUTY**  
**(Plaintiffs v. Audet, Naselli, Creative, and MSI)**

271. Plaintiffs incorporate the foregoing paragraphs by reference as if set forth at length herein.

272. Audet and Naselli developed a relationship with Mr. Moore that spanned over 15 years, during which Audet and Naselli met regularly with Mr. Moore and provided him with financial planning advice.

273. Audet and Naselli met regularly with Mr. Moore to provide him with financial planning advice for a number of years prior to the purchase of any insurance policy.

274. Mr. Moore had no knowledge of VUL policies aside from that provided by Audet and Naselli.

275. Mr. Moore developed a dependence and deep trust in Audet and Naselli based on their long-standing relationship, Audet and Naselli's perceived expertise in their field, and Mr. Moore's ignorance of VUL insurance.

276. Audet and Naselli exerted an over-mastering influence over Mr. Moore.

277. Creative actively managed Mr. Moore's ordinary investments.

278. As a result of their relationship with Mr. Moore and by virtue of the employer-employee and principal-agent status, Audet, Naselli, Creative, and MSI owed a fiduciary duty to Mr. Moore.

279. Audet, Naselli, Creative, and MSI breached their fiduciary duty when they recommended and sold VUL policies that did not provide the requested coverage.

280. Audet, Naselli, Creative, and MSI breached their fiduciary duty when they recommended and sold VUL policies that they had misrepresented.

281. Audet, Naselli, Creative, and MSI breached their fiduciary duty when they failed to adequately explain to Mr. Moore the mechanics of and inherent risk in the VUL policies.

282. Audet, Naselli, Creative, and MSI knew that Mr. Moore did not understand or appreciate the mechanics of and inherent risk in the VUL policies, and took advantage of his ignorance.

283. Audet, Naselli, Creative, and MSI breached their fiduciary duty by acting in their own interest rather than acting solely for Mr. Moore's benefit.

284. As a result of Audet, Naselli, Creative, and MSI's breach of their fiduciary duty, Plaintiffs have incurred damages.

WHEREFORE, Plaintiff, Ronald T. Moore and Suzanne C. Moore, as Trustee, demand that judgment be entered in their favor and against Defendants Bernard Audet, Joseph Naselli, Creative Financial Group, Ltd., and MSI Financial Services, Inc., in an amount to be determined at trial, plus interest, costs of suit, attorneys' fees, punitive damages, and other such relief as this Court deems just, proper and equitable.



**COUNT V  
IN THE ALTERNATIVE  
NEGLIGENT SUPERVISION  
(Plaintiffs v. Creative and MSI)**

285. Plaintiffs incorporate the foregoing paragraphs by reference as if set forth at length herein.

286. Creative, NESC, and MSI knew or should have known that Audet and Naselli engaged in deceptive sales practices and made misrepresentations in the sale of insurance policies while in the scope of their employment.

287. Creative, NESC, and MSI negligently and/or recklessly failed to make proper regulations, give adequate orders, and provide necessary supervision in order to prevent Audet and Naselli from engaging in such practices.

288. Creative, NESC, and MSI negligently and/or recklessly continued to employ Audet and Naselli despite having knowledge of their practices.

289. Creative, NESC, and MSI negligently and/or recklessly permitted Audet and Naselli to engage in such practices.

290. As a result of Audet and Naselli's practices and misrepresentations, Plaintiffs have incurred damages.


WHEREFORE, Plaintiffs, Ronald T. Moore and Suzanne C. Moore, as Trustee, demand that judgment be entered in their favor and against Defendants Creative Financial Group, Ltd. and MSI Financial Services, Inc., in an amount to be determined at trial, plus interest, costs of suit, attorneys' fees, punitive damages, and other such relief as this Court deems just, proper and equitable.

Date: June 29, 2017

Respectfully submitted,

**COHEN SEGLIAS PALLAS  
GREENHALL & FURMAN, P.C.**

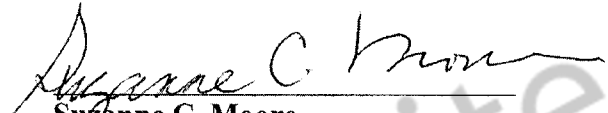
By: \_\_\_\_\_

  
EDWARD SEGLIAS, ESQ.  
MATTHEW SKAROFF, ESQ.  
*Attorneys for Plaintiffs Ronald Moore  
and Suzanne C. Moore, as Trustee*

**VERIFICATION**

I, Suzanne C. Moore, have reviewed the facts set forth in the foregoing Amended Complaint, and I attest that they are true and correct to the best of my knowledge, information, or belief.

This statement is made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

  
Suzanne C. Moore

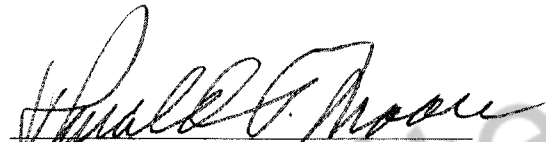
Date: 6-27-17

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**VERIFICATION**

I, Ronald T. Moore, have reviewed the facts set forth in the foregoing Amended Complaint, and I attest that they are true and correct to the best of my knowledge, information, or belief.

This statement is made subject to the penalties of 18 Pa. C.S.A. § 4904 relating to unsworn falsification to authorities.

  
Ronald T. Moore

Date: 6-27-17

Copying Prohibited



Danielle M. Karcich, Esq.  
**McCARTER & ENGLISH, LLP**  
1600 Market Street, Suite 390  
Philadelphia, PA 19103  
dkarcich@mccarter.com



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MATTHEW R. SKAROFF, ESQUIRE

Dated: **June 30, 2017**

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# EXHIBIT A

Copying Prohibited



Variable Life Policy

**Insured**  
Ronald T Moore

**Policy Number**  
1Y200696

**Plan**  
Flexible Premium Adjustable Variable Life

New England Life Insurance Company Agrees to pay the Death Benefit of this Policy to the Beneficiary on receipt of proof of the death of the Insured; and to provide the other rights and benefits of the Policy.

These agreements are subject to all of the provisions of the Policy.

Signed on the Date of Issue for the Company at its

Administrative Office:  
501 Boylston Street  
Boston, Massachusetts 02117



President



Secretary

**Flexible Premium Adjustable Variable Life Policy**

- The Death Proceeds are payable at the death of the Insured if the Policy is in force.
- The Policy can be adjusted by increasing or decreasing the Face Amount.
- The amount and frequency of premium payments can be changed.
- The Policy does not share in dividends.

**THE DEATH BENEFIT ON THE POLICY DATE WILL BE EQUAL TO THE FACE AMOUNT SHOWN IN SECTION 1. THEREAFTER, THE DEATH BENEFIT CAN VARY FROM DAY TO DAY. IT CAN INCREASE OR DECREASE, DEPENDING ON SEPARATE INVESTMENT ACCOUNT PERFORMANCE AND ON FIXED ACCOUNT INTEREST. SEE SECTION 8. THE CASH VALUE OF THIS POLICY CAN VARY FROM DAY TO DAY. IT CAN INCREASE OR DECREASE, DEPENDING ON SEPARATE INVESTMENT ACCOUNT PERFORMANCE AND ON FIXED ACCOUNT INTEREST. SEE SECTION 12.**

**Please Read Your Policy Carefully**

This Policy is a legal Contract between you and the Company.

**RIGHT TO RETURN THE POLICY**

When this Policy is issued or when you receive an increase in Face Amount, you should examine it. You can return the Policy or the increase in Face Amount (See Section 14) to the Company or its Agent for any reason within 10 days after you receive it from the Company. If you return an increase in Face Amount: any Monthly Deduction and any Administrative Charge for the increase in Face Amount will then be credited to the Policy; and the increase in Face Amount will be cancelled from the start. Otherwise, if you return the Policy: an amount equal to the sum of (a) the difference, if any, between any premium paid plus any unscheduled payment made and the amounts allocated to the Variable Account and the Fixed Account and (b) the value of any amounts allocated to the Variable Account and the Fixed Account will be refunded to you; and the Policy will be cancelled from the start.

## Policy Provisions

## Alphabetical Guide

### Section

- 1 Policy Schedule
- 2 Table of Guaranteed Maximum Cost of Insurance Rates Per \$1,000
- 3 Table of Net Single Premiums
- 4 Accounts Available on Date of Issue
- 5 Contract
- 6 The Variable Account
- 7 The Fixed Account
- 8 Death Benefit
- 9 Premiums
- 10 Monthly Deduction
- 11 Reinstatement After Lapse
- 12 Cash Value of the Policy
- 13 Policy Loans
- 14 Adjustments
- 15 24 Months Conversion Right
- 16 Owner and Beneficiary
- 17 Payment of Benefits
- 18 Payment Options
- 19 Life Income Tables
- Riders, if any
- Amendments and Endorsements
- Copy of the Application
- Adjustment Attachments

### Section

- 4 Accounts
- 6 Accumulation Units
- 12 Accumulation Unit Value
- 14 Adjustment
- 1, 5 Adjustment Date
- 1, 5 Age of Insured
- 10 Amount at Risk
- 16 Assignments
- 16 Beneficiary
- 17 Benefits, Payment of
- 12 Cash Value
- 8 Cash Value Accumulation Test
- 5 Claims of Creditors
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- 5 Contract
- 1, 5 Date of Issue
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- 8 Death Benefit
- 14 Decrease in Face Amount
- 8 Definition of Life Insurance Test
- 1 Face Amount
- 7 Fixed Account
- 10 Grace Period
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- 2 Insurance Rates
- 17, 18 Life Income Options
- 19 Life Income Tables
- 1 Loan Interest Rate
- 13 Loans, Policy
- 10 Monthly Deduction
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- 12 Net Cash Value
- 3, 8 Net Single Premium
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- 13 Policy Loan Balance
- 5 Postponement of Payments
- 9 Premiums
- 11 Reinstatement
- 1 Schedule, Policy
- 6 Sub-Accounts
- 5 Suicide
- 12 Surrender of the Policy
- 15 24 Months Conversion Right
- 6 Variable Account

1. Policy Schedule

**Owner and Beneficiary**  
As named in the Application or as later changed. See the Owner and Beneficiary Section of the Policy.

<b>Policy Number</b> 1Y200696	<b>Age</b> 57	<b>Sex</b> Male
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**Policy Date**  
February 13, 2002

**Policy Loan Interest Rate**  
4.75%

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 1 WILL BE CHANGED. SEE SECTION 14.

**Schedule of Benefits**

Flexible Premium Adjustable Variable Life

Death Benefit Option: 1  
Definition of Life Insurance Test:  
Guideline Premium Test

Corridor:  
IRS

**Face Amount**  
\$10,000,000

**Date of Issue**  
February 13, 2002

**Policy Class**  
Preferred  
Nonsmoker Standard

Maximum Monthly Policy Fee	\$10.00
Maximum Monthly Face Amount Increase Administrative Charge	for 12 months, lesser of: \$0.00080 times Face Amount Increase; and \$25
Maximum Monthly Mortality and Expense Risk Charge	\$0.000625 times Cash Value at the beginning of the day

**Schedule of Annual Premiums**

Planned Annual Premium:		
Years	1 - 4	\$794,091.00 *
	Thereafter	\$0.00 *
Monthly Minimum Premium:		\$2,621.98
Maximum Premium Expense Charge:		10.0%

This coverage may expire if premiums paid are insufficient to continue the coverage. There may be little or no Cash Value at that time.

\* If the Planned Annual Premium is paid on the first day of each policy year, and the investment return of the Policy's sub-accounts is 4% in all years and the guaranteed maximum charges apply in all years, this Policy will terminate in policy year 26 unless additional premium is paid.

*Daniel D. Jordan*  
Secretary

2. Table of Guaranteed Maximum Cost of Insurance Rates per \$1,000

Based on the 1980 CSO Table B

**Policy Number**  
1Y200696

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 2 WILL BE CHANGED. SEE SECTION 14.

Policy Year	Monthly Rate	Policy Year	Monthly Rate
1	.9650	23	6.8808
2	1.0450	24	7.4858
3	1.1308	25	8.1617
4	1.2267	26	8.9317
5	1.3333	27	9.8042
6	1.4558	28	10.7583
7	1.5967	29	11.7817
8	1.7542	30	12.8475
9	1.9258	31	13.9575
10	2.1075	32	15.1033
11	2.3008	33	16.2950
12	2.5025	34	17.5442
13	2.7217	35	18.8758
14	2.9658	36	20.3442
15	3.2458	37	22.0033
16	3.5700	38	24.1133
17	3.9442	39	27.0742
18	4.3642	40	31.7475
19	4.8200	41	39.8075
20	5.3042	42	54.7817
21	5.8083	43	83.3333
22	6.3292		

  
Secretary

3. Table of Net Single Premiums

Policy Number  
1Y200696

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 3 WILL BE CHANGED. SEE SECTION 14.

Policy Year	NSP	Policy Year	NSP
1	.4707911	23	.7729070
2	.4916564	24	.7845287
3	.5048856	25	.7959443
4	.5182973	26	.8071074
5	.5318704	27	.8179259
6	.5455833	28	.8283009
7	.5593912	29	.8381937
8	.5732413	30	.8476017
9	.5870962	31	.8565898
10	.6009370	32	.8652322
11	.6147717	33	.8736410
12	.6286058	34	.8819421
13	.6424666	35	.8902902
14	.6563470	36	.8988720
15	.6702161	37	.9078981
16	.6840078	38	.9176688
17	.6976349	39	.9283859
18	.7110004	40	.9401686
19	.7240348	41	.9528946
20	.7367149	42	.9661403
21	.7490520	43	.9790418
22	.7610935		

*Daniel D. Jordan*  
Secretary

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4. Accounts Available on February 13, 2002

Variable

State Street Research Money Market Series  
Capital Growth Sub-account  
State Street Research Bond Income Series  
MetLife Stock Index  
MFS Total Return Series  
Harris Oakmark Mid Cap Value Series Sub-account  
Westpeak Growth and Income Sub-account  
Fidelity VIP Equity-Income Sub-account  
Fidelity VIP Overseas Sub-account  
Loomis Sayles Small Cap Sub-account  
Fidelity VIP High Income Sub-account  
Fidelity VIP II Asset Manager Sub-account  
Balanced Series Sub-account  
Aiger Equity Growth Sub-account  
Putnam International Stock Portfolio Sub-account  
Davis Venture Value Sub-account  
MFS Investors Trust Sub-account  
MFS Research Managers Sub-account  
Janus Mid Cap Portfolio Sub-account  
Putnam Large Cap Growth Portfolio Sub-account  
Russell 2000 Index Portfolio Sub-account  
Lehman Brothers Aggregate Bond Index Portfolio  
Morgan Stanley EAFE Index Portfolio  
State Street Research Aurora Small Cap Value  
MetLife Mid Cap Stock Index Portfolio  
American Funds Growth Funds  
American Funds Growth & Income Fund  
American Funds Global Small Cap Fund  
Janus Growth Portfolio  
State Street Research Investment Trust  
Franklin Templeton Small Cap Growth Portfolio  
Neuberger Berman Partners Mid Cap Value Portfolio  
MFS Mid-Cap Growth Portfolio  
PIMCO Innovation Portfolio

Fixed

Fixed Account

## 5. Contract

### The Contract

This Policy is a legal contract between the Owner of the Policy (called "you") and New England Life Insurance Company, a Massachusetts corporation, (called "the Company"). The Policy, which includes the attached Application and any Application for adjustment of the Policy, is the entire contract between you and the Company. All riders are listed in Section 1. A change in or waiver of the provisions of the Policy must be signed by the President or the Secretary of the Company to be valid.

### Payments Under the Contract

All contract amounts are in dollars of the United States of America. Payments by the Company under the contract will be made at the Home Office of the Company. The obligations of the Company are subject to all payments made and actions taken by the Company under the Policy before receipt by the Company at its Administrative Office of proof of death of the Insured.

### Dates

Policy years, months and anniversaries are all measured from the Policy Date. Contestable and suicide periods start on the Date of Issue and on the Adjustment Date for each increase in Face Amount. The Policy Date, the Date of Issue and each Adjustment Date are all shown in Section 1.

### Not Contestable After Two Years

Insurance is issued by the Company in reliance on the statements made in the Application for the insurance. Those statements are representations; they are not warranties. No statement can be used to contest or rescind insurance or to defend against a claim unless contained in the Application for the insurance. The insurance issued under this Policy will not be contestable after it has been in force during the life of the Insured:

- With respect to the amount of Death Benefit which results from other than payments for which proof of insurability is required, for two years from the Date of Issue; and

- With respect to any amount of Death Benefit which results from a payment for which proof of insurability is required, for two years from the date that payment is received; and
- With respect to the amount of the Death Benefit associated with each increase in Face Amount, for two years from the Adjustment Date for that increase.

### Suicide Within Two Years

If the Insured dies by suicide while sane or insane within two years from the Date of Issue, the Death Benefit will be limited to: the amount of the premiums paid; less any Policy Loan Balance on the date of death; and less any partial surrenders.

If the Insured dies by suicide while sane or insane more than two years after the Date of Issue but within two years from the Adjustment Date for an increase in Face Amount, the Death Benefit for that increase in Face Amount will be limited to the Monthly Deductions and any Face Amount Increase Administrative Charge made to pay for that increase.

### Age and Sex of Insured

The age of the Insured on the Policy Date and on each policy anniversary means the age at the nearest birthday of the Insured. For an increase in Face Amount during a policy year, age means age at the start of that policy year.

If the age or sex of the Insured has not been correctly stated in the Application, the Death Benefit will be the amount that the most recent Monthly Deduction which was made would have provided for the correct age and sex.

### Claims of Creditors

The Policy and payments under it are exempt from the claims of creditors to the extent allowed by law.

### **Basis of Values**

"1980 CSO" means Commissioners 1980 Standard Ordinary; it is used to describe mortality tables. Minimum Cash Values, Reserves and Guaranteed Insurance Factors are based on the mortality table shown in Section 2. Interest is compounded daily at the effective rate of 4% per year. A detailed statement of the method of computing values has been filed, where required, with the Insurance Department of the state in which the Policy is delivered. All values are equal to or in excess of the minimum values required by the law of that state.

### **Periodic Reports**

The Company will send you all reports required by law and regulation. Such reports will be sent once each year or more often if required by law or regulation. The annual report will include, as of the date for which the report is made: the Death Benefit; the Cash Value; any Policy Loan Balance; and any other information required by law or regulation.

### **Policy Illustration of Benefits and Values**

Upon written request the Company will send you a policy illustration which will illustrate benefits and values under the Policy.

### **Postponement of Variable Benefits**

Except for a Policy Loan that will be used to pay premiums on policies issued by the Company, the Company can postpone the determination of and the payment or transfer of amounts based on separate investment account performance if:

- The New York Stock Exchange is closed for trading (except for normal weekend and holiday closing) or when trading is restricted; or
- The Securities and Exchange Commission determines that a state of emergency exists which may make payment or transfer impractical; or
- The Securities and Exchange Commission orders the Variable Account or orders the New England Zenith Fund or its successor or any other investment company or pool of investment assets in which the Variable Account is invested to postpone payment or transfer of variable benefits.

### **Postponement of Surrenders, Transfers and Loans From The Fixed Account**

The Company can postpone the payment of the portion of the Policy's Net Cash Value which is in the Fixed Account for not more than six months after surrender. If payment is postponed for more than 30 days, it will be credited with interest from the date of surrender. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year.

The Company can postpone transfers from the Fixed Account for not more than six months from the date of the request. The effective date of the transfer is the date on which values are transferred from the Fixed Account.

The Company can postpone the making of any Policy Loan and any partial surrender from the Fixed Account for not more than six months from the day you apply, except Loans or partial surrenders to pay premiums on policies issued by the Company.



## 6. The Variable Account

### The Variable Account

The Variable Account (called "the Account") is a separate investment account established by the Company in accordance with Delaware law and is now operated in accordance with Massachusetts law. The assets of the Account are owned by the Company. The assets of the Account will be used to provide values and benefits under this Policy and similar policies. The portion of the Account assets equal to the reserves plus other policy liabilities of the Account is not chargeable with liabilities arising out of any other business the Company may conduct. The Company reserves the right to transfer to its general account Variable Account assets which exceed the total of reserves and other liabilities of the Account. Income and realized and unrealized capital gains and losses of the Account are credited to the Account without regard to any of the Company's other income or capital gains and losses.

### Sub-Accounts

The Account consists of sub-accounts, each of which is invested in shares of one portfolio of the New England Zenith fund or its successor or any other investment company or pool of investment assets in which the Account is invested. Units of a portfolio are purchased for a sub-account at their net asset value.

The Policy's first investment is made in the Money Market sub-account as of the latest of:

- The Policy Date;
- The date of the Part II of the Application for the initial Face Amount, if any is required; and
- The date the first premium is received by the Company.

The Policy's Cash Value will be transferred, based on your choice, to the sub-accounts and the Fixed Account on the day the Company mails the Confirmation for the initial premium. Before this transfer, the values and benefits of the Policy will depend on the net investment performance of the Money Market sub-account. After this transfer, each net premium allocated to the Account and each net unscheduled payment allocated to the Account will be applied to the sub-accounts you chose as of the date it is received by the Company at its Administrative Office.

Each net purchase payment allocated to the Account will be credited in the form of Accumulation Units to the sub-accounts you elect. The number of Accumulation Units credited to a sub-account will be equal to the portion of the net purchase payment credited to that sub-account divided by the Accumulation Unit Value (see Section 12) for that sub-account for the applicable Valuation Period.

The number of Accumulation Units in a sub-account will be reduced whenever its value is reduced due to any of these events: a full or partial surrender; a decrease in Face Amount; a Policy Loan; a transfer; a Monthly Deduction; and payment of a Face Amount Increase Administrative Charge. The reduction is determined by dividing the dollar amount of the transaction by the Accumulation Unit Value (see Section 12) for the Sub-Account.

Each distribution of income, dividends and capital gains from a portfolio to a sub-account will be reinvested for the benefit of the owners of the policies in that sub-account at net asset value in units of the portfolio which made the distribution.

The Cash Value of the Policy at any time cannot be allocated among more than 10 sub-accounts, except with the consent of the Company; and the Fixed Account will be counted in the limit of 10.

The values and benefits of a policy depend on: the investment performance of the portfolios in which the sub-accounts are invested; and the interest credited to the Fixed Account. The Company does not guarantee the investment performance of the portfolios of the sub-accounts. You bear the investment risk for amounts invested in the sub-accounts for your Policy.

### Choice of Sub-Accounts

You choose the sub-accounts in which net premiums and net unscheduled payments are to be invested. See Section 4 or the current prospectus for a list of the sub-accounts of the Account. You can change the choice for future premiums and future unscheduled payments at any time by notice to the Company. The change will be effective as of the date the request is received by the Company at its Administrative Office. The portion of the net premium and the net unscheduled payment to be applied to each sub-account chosen must be a whole percent.

### **Change in Portfolios**

The Company can add or remove portfolios as sub-account investments as permitted by law. When a change is made, the Company will send you: a revised prospectus for the Account which will describe all of the portfolios then available in the New England Zenith Fund or its successor or any other investment company or pool of investment assets in which the Account is invested; and any notice required by law.

When a portfolio is removed, the Company has the right to substitute a different portfolio in which the sub-account will then invest:

- The value of the removed portfolio; and
- Future net premiums and future net unscheduled payments applied to that sub-account.

### **Transfer Option**

After 15 days from the date the Company mails the Confirmation of the first premium, you can transfer all or a portion of the Policy's existing share of a sub-account to another sub-account or to the Fixed Account. (See Restriction of New Amounts Applied to the Fixed Account provision.) Requests for transfers can be made in writing or by telephone. The Company is not responsible for determining the authenticity of transfer instructions received by telephone. Transfers will be subject to a limit of 4 in each policy year, except with the consent of the Company. A transfer out of the Fixed Account will not count against this limit.

### **Change of Investment Policy**

The investment policy of the Account will not be changed unless: (a) the change has been approved by the Insurance Commissioner of the Commonwealth of Massachusetts; and (b) a statement of the approval process has been filed with the Insurance Department of the state in which this Policy is delivered. If the investment policy of the Account is changed, the Company will give you written notice of the change. You can then choose to convert this Policy to fixed benefit coverage. The conversion will be on the basis described in the 24 Months Conversion Right section. (See Section 15.) Your request to convert this Policy must be made within 60 days of the later of: (a) the effective date of the investment policy change; or (b) the date you receive the notice of the change.

### **Rights Reserved by the Company**

The Company reserves the right to take certain actions subject to compliance with law including, if required, the approval of the owners of the policies. These actions are: (a) to create new investment accounts; (b) to combine any two or more separate investment accounts, including the Account; (c) to invest some or all of the assets of the Account other than in the New England Zenith Fund; (d) to invest some or all of the assets of the Account in any other investment company or pool of investment assets chosen by New England Life Insurance Company; (e) to remove a portfolio in which the sub-account is invested or to substitute a different portfolio; (f) to operate the Account as a management investment company and to charge investment advisory fees under the Investment Company Act of 1940 or to operate the Account in any other form permitted by law; and (g) to deregister the Account under the Investment Company Act of 1940 if registration is no longer required.

## 7. The Fixed Account

### The Fixed Account

The Fixed Account is a segmented fund within the general account of the Company.

If you choose the Fixed Account, the first date on which money is applied to the Fixed Account for the Policy is the latest of:

- The date the Company mails the Confirmation for the initial premium; and
- The effective date of the choice of the Fixed Account.

Before this date, the value of the portion of the net premium and any net Unscheduled Payment allocated to the Fixed Account will depend on the net investment performance of the Money Market sub-account of the Variable Account. After this date, each net premium allocated to the Fixed Account and each net unscheduled payment allocated to the Fixed Account will be applied as of the date it is received by the Company at its Administrative Office. Each transfer to the Fixed Account will be applied as of the transfer date.

### Fixed Account Interest

Except as noted in the Repayment of Loans provision of Section 13, the rate of interest for each amount applied to the Fixed Account: will be the rate set by the Company in advance for the date the amount is applied to the Fixed Account; and will not be less than a rate equivalent to an annual effective rate of 4%. The effective interest rate used on the Policy will be the weighted average of all such rates for the Policy.

Each year, on the policy anniversary, the Company will determine a portion, if any, of the Policy's portion of the Fixed Account which will be reinvested at the rate effective on that date.

Interest will be credited to the Fixed Account on a daily basis.

### Restriction of New Amounts Applied to the Fixed Account

The Company reserves the right to restrict new amounts applied to the Fixed Account if the rate of interest that would be used for the new amount is a rate equivalent to an annual effective rate of 4%.

### Transfers Out of the Fixed Account

You can transfer a limited amount of the Policy's portion of the Fixed Account to the sub-accounts once within 30 days after each policy anniversary. The transfer will be limited to the greater of: 25% of the Policy's portion of the Fixed Account on the transfer date; and the amount of the Policy's portion of the Fixed Account transferred to the sub-accounts the prior year. However, if less than \$100.00 would remain in the Fixed Account after the transfer, you can transfer the remainder to the sub-accounts. Requests for transfers can be made in writing or by telephone. The Company is not responsible for determining the authenticity of transfer instructions received by telephone.

### Choice of the Fixed Account

You can choose to have net premiums and net unscheduled payments applied to the Fixed Account. You can change the choice for future net premiums and future net unscheduled payments at any time by notice to the Company in writing. (See the Restriction of New Amounts Applied to the Fixed Account provision.) The portion of the net premium and net unscheduled payment to be applied to the Fixed Account must be a whole percent.

## 8. Death Benefit

### Death Benefit

The Company will pay a Death Benefit to the Beneficiary upon receipt of proof of the death of the Insured. The amount of the Death Benefit will depend on the Death Benefit Option in effect on the date of death if death occurs prior to age 100. If death occurs on or after age 100, the Death Benefit will equal the greater of: the Cash Value on the date of death; and the Face Amount of the Policy if, at age 100, the Policy has a Guaranteed Death Benefit Rider attached and the Guarantee is in effect. The amount payable in either event will be reduced by any Policy Loan Balance on the date of death. If the Insured dies during the grace period, an amount will be deducted from the policy proceeds to cover Monthly Deductions to the date of death. The policy proceeds will be paid in one sum unless all or part of the proceeds is applied to a Payment Option. (See Payment of Benefits, Section 17.)

### Definition of Life Insurance Test

This Policy is intended to qualify as a flexible premium adjustable life insurance contract under the Internal Revenue Code (called "the Code") and any interpretive regulation or rulings by the Internal Revenue Service. The Code provides two tests to determine whether the policy meets the definition of life insurance: the Cash Value Accumulation Test; and the Guideline Premium Test. The Test used for the life of this Policy will be the one chosen in the original Application; that Test cannot be changed.

If you choose the Cash Value Accumulation Test, the Death Benefit will not be less than: the Policy's Cash Value plus the pro rata portion of any Monthly Deduction made for a period beyond the date of death; divided by the Net Single Premium. (See Section 3.)

If you choose the Guideline Premium Test, the Death Benefit will not be less than a percentage of: the Policy's Cash Value plus the pro rata portion of any Monthly Deduction made for a period beyond the date of death. The percent used will be based on the age of the Insured at the beginning of the policy year as shown in the Table of Applicable Percentages below.

Table of Applicable Percentages

Age	Applicable Percent	Age	Applicable Percent
0 through 40	250	61	128
41	243	62	126
42	236	63	124
43	229	64	122
44	222	65	120
45	215		
46	209	66	119
47	203	67	118
48	197	68	117
49	191	69	116
50	185	70	115
51	178	71	113
52	171	72	111
53	164	73	109
54	157	74	107
55	150	75 through 90	105
56	146	91	104
57	142	92	103
58	138	93	102
59	134	94 through 99	101
60	130	100	100

### Death Benefit Options

This Policy provides two Death Benefit Options. The Death Benefit Option will be as chosen in the Application or as later changed. The Death Benefit Option is shown in Section 1.

If Option 1 is chosen, the Death Benefit equals the greater of:

- The Face Amount shown in Section 1; and
- The death benefit required by the Cash Value Accumulation Test or the Guideline Premium Test, depending on the Definition of Life Insurance Test chosen for the Policy.

If Option 2 is chosen, the Death Benefit equals the greater of:

- The Face Amount shown in Section 1 plus the Cash Value; and
- The death benefit required by the Cash Value Accumulation Test or the Guideline Premium Test, depending on the Definition of Life Insurance Test chosen for the Policy.

When you apply for an Adjustable Term Rider, you can choose to have the Term Amount of the Rider added to the Face Amount of the Policy for purposes of calculating the Death Benefit. Your choice cannot be changed.

## 9. Premiums

### Changing the Death Benefit Option

After the first policy year you can change the Death Benefit Option by written application to the Company. A change in Death Benefit Option will be effective on the Adjustment Date shown in the new Policy Schedule.

Except with the consent of the Company, a change from Option 1 to Option 2 can be made only if the Face Amount after the change will be at least \$50,000. If you change from Option 1 to Option 2:

- The Face Amount will be decreased such that the Death Benefit immediately before and after the change is the same; and
- A decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis.

A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy. If you chose the Guideline Premium Test for the Policy, a portion of the Cash Value will be paid to you if necessary in order to allow the Policy to continue to qualify as life insurance.

If you change from Option 2 to Option 1:

- The Face Amount will be increased such that the Death Benefit immediately before and after the change is the same; and
- This increase in Face Amount will be applied to the initial Face Amount and to each prior increase in Face Amount on a pro rata basis.

The requirements in the Increase in Face Amount provision of Section 14 do not apply to a change from Option 2 to Option 1.

### Payment

Premiums are payments made to the Company to pay for the Policy. The Policy will not be in force until the first premium is paid. The Company will send you a Confirmation for the first premium. After the first premium is paid, premiums can be paid: at any time; and in any amount, subject to the Limits on Premiums below. Payments can be made at the Administrative Office of the Company or at any Agency of the Company. A receipt for payment signed by the Secretary of the Company will be given on request. Unless you request otherwise in writing to the Company, any payment received by the Company when a Policy Loan exists on the Policy will be used: *first*, as a planned premium; *second*, as payment of the loan interest due; *third*, as a repayment of the Policy Loan; and *fourth*, as an unscheduled payment.

### Amount and Frequency

Planned annual premiums are shown in Section 1. Payments and Planned Premium Dates can be annual, semi-annual or quarterly or can be at any frequency agreed to by the Company. (See Limits on Premiums below.)

Unscheduled payments can be made at any time. (See Limits on Premiums below.)

Cash Values and Death Benefits will be permanently affected by the amount and frequency of planned and unscheduled payments.

### Limits on Premiums

Payments are subject to these limits:

- No payment can be made at and after age 100, except as stated in the Grace Period provision (see Section 10); and
- No payment can be less than \$25; and
- Total planned and unscheduled payments will be limited to the Company's published maximum; and
- No unscheduled payment can be made if it increases the Death Benefit by more than it increases the Cash Value, except with evidence of insurability and the consent of the Company; and
- No planned premium can be increased except with the consent of the Company.

## 10. Monthly Deduction

If you have selected the Guideline Premium Test for the Policy (see Section 8, Definition of Life Insurance Test), premiums on this Policy are limited to an amount no greater than that allowing the Policy to continue to qualify.

### Net Payments

Each net premium and each net unscheduled payment equals: the payment; *less* no more than the Maximum Premium Expense Charge at the rate shown in Section 1.

### Monthly Deduction

On the first day of each policy month, whether or not premiums are paid, the Company will make a Monthly Deduction for that policy month from the Cash Value of this Policy. The amount of the Monthly Deduction for a policy month equals:

- The cost of insurance and the cost of any riders for the policy month;  
PLUS
- An amount not greater than the Maximum Monthly Policy Fee shown in Section 1;  
PLUS
- A monthly Mortality and Expense Risk Charge not greater than the Maximum stated in Section 1.

If the Policy meets the Monthly Minimum Premium test (see below) or if a Guaranteed Death Benefit Rider is attached and the Guarantee is in effect, whether or not premiums are paid, the Monthly Deduction will be made until the Cash Value equals zero. Otherwise, the Monthly Deduction will be made as long as the Net Cash Value is sufficient to cover the entire Monthly Deduction. This provision will not continue any rider beyond the termination date as provided in the rider.

The Monthly Deduction will reduce the sub-accounts and the Fixed Account in the same proportion as the Cash Value of the Policy is in the sub-accounts and the Fixed Account. However, you can choose in writing to have Monthly Deductions reduce: a specific sub-account until the Policy's portion of that sub-account equals zero; and then the remaining sub-accounts and the Fixed Account in the same proportion as the Cash Value of the Policy is in the sub-accounts and the Fixed Account.

### Cost of Insurance

The monthly cost of insurance equals: the amount at risk; times the cost of insurance rate per \$1,000 for that month divided by 1,000. The amount at risk equals:

- The Death Benefit on the first day of the policy month discounted at .3273745% (the monthly equivalent of 4% per year);  
LESS
- The Cash Value on the first day of the policy month after the deduction of: the cost of insurance and the cost of any riders for the policy month; plus the Monthly Policy Fee.

### Cost of Insurance Rates

The cost of insurance rates will be set by the Company each year on the policy anniversary, based on the expectations of the Company as to future experience.

The Table of Guaranteed Maximum Cost of Insurance Rates per \$1,000 (see Section 2) shows the maximum guaranteed rate for each policy month which starts on the Policy Date or a policy anniversary. The rates between anniversaries vary monthly based on the assumption of uniform distribution of deaths throughout the policy year. The cost of insurance rates for each policy year for the initial Face Amount and for each increase in Face Amount are based on: the sex of the Insured; the underwriting class of the Insured; and the age of the Insured on the first day of the policy year.

### Monthly Deduction Adjustment At Death

The portion of any Monthly Deduction made for a period beyond the date of death will be added to the policy proceeds unless this amount has already been included in the Death Benefit as described in the Definition of Life Insurance Test provision in Section 8. If the Insured dies during the grace period, an amount will be deducted from the policy proceeds to cover Monthly Deductions to the date of death.

### Grace Period

Unless the Policy meets the Monthly Minimum Premium test or unless a Guaranteed Death Benefit Rider is attached and the Guarantee is in effect, if the Net Cash Value on the first day of a policy month is not enough to cover the Monthly Deduction for that month, the Company will mail a premium notice to you and any assignee at the addresses on record with the Company. There is a grace period of 62 days from the date when the Monthly Deduction was due in which to pay a premium large enough to permit the Monthly Deduction to be made. The insurance remains in force during the grace period. If the premium remains unpaid at the end of its 62-day grace period, the Policy will lapse without value. Any riders will also lapse without value unless otherwise stated in the rider.

### Monthly Minimum Premium

If certain criteria are met, this Policy will not be lapsed even if the Net Cash Value on the first day of the policy month is not enough to cover the Monthly Deduction due for that month. During the first three policy years, on the first day of each policy month, the Company will test for this benefit unless this Policy is the result of exercising a Change to a New Insured rider.

The test will compare (a) to (b), where: (a) equals the total of the Monthly Minimum Premiums for the Policy from the Policy Date to that policy month; and (b) equals the total premiums paid to date less all partial surrenders and any Cash Value paid to you to allow the Policy to continue to qualify as life insurance and any Policy Loan Balance at that time. If (b) is greater than or equal to (a), the Policy will not be lapsed if the Net Cash Value on the first day of the policy month is not enough to cover the Monthly Deduction due for that month.

The Monthly Minimum Premium is shown in the Policy Schedule. (See Section 1.) This Premium will be recalculated when: the Face Amount is decreased; the amount provided by riders attached to this Policy is changed; a partial surrender is made which results in a decrease in Face Amount; or the underwriting class of this Policy and its riders is changed to a more favorable underwriting class.

## 11. Reinstatement After Lapse

### **Reinstatement**

If the Policy lapses, the Policy and riders can be reinstated. (See Limitations on Reinstatement below.) Reinstatement is subject to:

- Written application to reinstate; and
- Proof that the Insured is insurable; and
- Payment of a premium large enough to keep the Policy and any riders in force for at least two months; and
- Payment or reinstatement of any Policy Loan Balance which existed on the date when the Policy lapsed.

### **Limitations on Reinstatement**

The Policy and riders cannot be reinstated, except with the consent of the Company, if more than seven years have passed since the date of lapse.

Any rider which provides life or disability insurance on a person other than the Insured can be reinstated only as stated in the rider.

### **Effective Date of Reinstatement**

Reinstatement will take effect: only if the application for reinstatement is approved by the Company; and only when the premium for reinstatement has been paid, provided that at the time of payment there has been no change in insurability as represented in the application for reinstatement.

## 12. Cash Value of the Policy

### **Cash Value**

The first net premium will be credited to the Policy as of the latest of:

- The Policy Date;
- The date of the last Part II of the Application for the initial Face Amount; and
- The date the first premium is received by the Company.

Each future net premium will be credited to the Cash Value as of the date it is received by the Company.

Until the day the Company mails the Confirmation of the initial premium, the Cash Value of the Policy equals the number of Accumulation Units credited to the Money Market sub-account for the Policy times the applicable Accumulation Unit Value for that sub-account. Thereafter, the Cash Value of the Policy equals: the number of Accumulation Units credited to each sub-account for the Policy times the applicable Accumulation Unit Value for each sub-account; plus the Policy's portion of the Fixed Account; plus the amount transferred to the general account of the Company because of Policy Loans on this Policy. (See Section 13.) The amount of the Cash Value depends on: the frequency and amount of net planned premiums; the frequency and amount of net unscheduled payments; investment performance of the chosen sub-accounts; interest credited to the Policy's portion of the Fixed Account; Monthly Deductions; partial surrenders; increases and decreases in Face Amount; transfers among sub-accounts and the Fixed Account; and Policy Loans. The Cash Value can increase or decrease on a daily basis, depending on: the actual investment performance of the chosen sub-accounts; and the interest credited to the Policy's portion of the Fixed Account. (See Net Investment Factor below.)

The Cash Value of the Policy is not increased by the cash value of any rider, unless stated in the rider.



### **Accumulation Unit Value**

An Accumulation Unit Value is determined for each sub-account for each Valuation Period. The Accumulation Unit Value of each sub-account for its first Valuation Period after it was added to the Account was set at \$100.00 taking into account the performance history of the underlying investment company. For each later Valuation Period, each Accumulation Unit Value equals:

The Net Investment Factor for that Valuation Period;

#### **TIMES**

The Accumulation Unit Value for the immediately preceding Valuation Period.

The Net Investment Factor depends on the investment performance of the sub-accounts elected and can be greater or less than one. Therefore, the Accumulation Unit Value can increase or decrease.

### **Net Investment Factor**

For each Valuation Period, the Net Investment Factor for each sub-account is determined by dividing (a) by (b); where:

(a) equals the net asset value per unit of the portfolios held in the sub-account as of the end of that Valuation Period;

#### **PLUS**

if the ex-dividend date occurs during that Valuation Period, the per unit amount of all dividend and capital gains distributions made by the portfolios held in the sub-account;

#### **MINUS**

a per unit amount of any taxes incurred by the Account, or amounts set aside as a reserve for such taxes during that Valuation Period; and

(b) equals the net asset value per unit of the portfolios held in the sub-account for the immediately preceding Valuation Period.

### **Net Cash Value**

The Net Cash Value equals:

- The Cash Value of the Policy;
- LESS
- Any Policy Loan Balance.

### **Surrender of the Policy**

You can surrender the Policy for its Net Cash Value at any time by notice to the Company in writing. Upon surrender, the Policy will be cancelled. The Net Cash Value will be paid to you in one sum, unless you choose in writing to apply all or part to a Payment Option. (See Payment of Benefits, Section 17.) If you surrender the Policy during the grace period, an amount will be deducted from the Net Cash Value to cover the Monthly Deduction to the date of surrender.

### **Monthly Cost of Insurance Adjustment At Surrender or Partial Surrender**

The pro rata portion of any monthly cost of insurance deduction made for a period beyond the date of surrender will be added to the surrender proceeds.

### **Valuation Periods and Valuation Dates**

A Valuation Period for each sub-account is a period:

- Which starts on a Valuation Date; and
- Which ends on the next succeeding Valuation Date.

Each day the New York Stock Exchange is open for trading is a Valuation Date.

## 13. Policy Loans

### Policy Loans

You can borrow all or part of the Loan Value of the Policy by request, in a manner satisfactory to the Company. Unless the Company consents otherwise, no request can be made until after 15 days from the date the Company mails the Confirmation for the first premium. Policy Loans are made on the sole security of the Policy. The amount you can borrow at any time equals the Loan Value less any Policy Loan Balance at that time.

Unless you request otherwise, Policy Loans will reduce *first*, the Policy's share of the sub-accounts proportionately and *second*, the Policy's portion of the Fixed Account, except as noted below in the Interest on Loans; Policy Loan Balance provision. Assets equal to the amount of the Loan:

- Will be transferred to the general account of the Company; and
- Will earn interest at the effective rate per year of not less than: the Policy Loan Interest Rate; less .75%.

Policy Loans, whether or not repaid, can have a permanent effect on Cash Values and Death Benefits.

### Loan Value

The Loan Value of the Policy equals 90% of the Cash Value of the Policy on the date the Loan is made.

### Interest on Loans; Policy Loan Balance

Interest will be charged on Policy Loans at the Policy Loan Interest Rate shown in Section 1. Interest accrues daily. The Policy Loan Balance at any time means Policy Loans outstanding plus interest accrued to date. Loan interest is due on the policy anniversary each year. Loan interest not paid when due will be added to the Loan and interest will be charged on it; when loan interest is added to the Loan, the Policy's share of the sub-accounts and the Policy's portion of the Fixed Account will be reduced proportionately.

### Repayment of Loans

Policy Loans can be repaid to the Company at any time in whole or in part. Loan repayments will be allocated: *first*, to repay the Loans made against the Fixed Account; and *second*, unless you request otherwise, to repay the Loans made against the sub-accounts in the same proportion as the Policy is invested in the sub-accounts at the time of repayment of the Policy Loan.

The rate of interest for each loan repayment allocated to the Fixed Account will be the lesser of: the rate set by the Company in advance for the date the loan repayment is allocated to the Fixed Account; and the effective interest rate (see Fixed Account Interest) for the Policy on the date of the repayment.

A Policy Loan is a charge against the Policy. The proceeds of the Policy will be reduced by any Policy Loan Balance on the date of death of the Insured. If the Policy Loan Balance at any time exceeds the Cash Value of the Policy (called "excess Policy Loan"), the Company will mail a notice to you and to any assignee. The notice will be mailed to the addresses on record with the Company. If the excess amount is not paid to the Company within 62 days after the mailing of the notice, the Policy will lapse without value.

Unless you request otherwise, any payment received by the Company when a Policy Loan exists on the Policy will be used: *first*, as a planned premium; *second*, as payment of the loan interest due; *third*, as a repayment of the Policy Loan; and *fourth*, as an unscheduled payment.

## 14. Adjustment

### Increase in Face Amount

After the first policy year, the Face Amount can be increased effective on the first day of any policy month. An increase in Face Amount is subject to:

- Written application to increase the Face Amount;
- Proof that the Insured is insurable;
- New insurance for the amount of the increase on the same plan at the age of the Insured on the Adjustment Date being allowed under the underwriting rules of the Company;
- The amount of the increase being at least \$10,000, except with the consent of the Company;
- A Monthly Deduction for the increase. (See Monthly Deduction, Section 10.); and
- If the increase is medically underwritten, a monthly Face Amount Increase Administrative Charge not greater than the Maximum stated in Section 1, to be deducted from the Cash Value in the same manner as the Monthly Deduction (see Monthly Deduction, Section 10).

The amount of any rider which is attached to the Policy can be increased only as stated in the rider.

The Application to increase the Face Amount must be signed by the Insured and by you. An increase will be effective on the Adjustment Date shown in the new Policy Schedule.

### Decrease in Face Amount

After the first policy year, the Face Amount may be decreased effective on the first day of any policy month by written application to the Company; but only if the Face Amount which will remain after a decrease is at least \$50,000, except with the consent of the Company. No part of the Cash Value will be paid to you unless you chose the Guideline Premium Test for the Policy and paying a portion of the Cash Value is necessary in order to allow the Policy to continue to qualify as life insurance. Any decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis, except with the consent of the Company. The

Death Benefit will be recalculated based on the new Face Amount and the Cash Value. A decrease in Face Amount will be effective on the Adjustment Date shown in the new Policy Schedule. A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy.

### Partial Surrender

After 15 days from the date the Company mails the Confirmation of the first premium, you can make a partial surrender by written request to the Company. A portion of the Cash Value will be paid to you. In each policy year, partial surrenders will be limited, except with the consent of the Company, to: 20% of the Net Cash Value on the day the first partial surrender is made for the policy year; or, if less, the Loan Value minus any Policy Loan Balance. The amount of the partial surrender will be deducted from the Cash Value. The Death Benefit of the Policy will be based on the Face Amount after the partial surrender and the reduced Cash Value. The Face Amount of the Policy will be reduced, if necessary, so the amount at risk after the partial surrender is not greater than the amount at risk before the partial surrender. (See Cost of Insurance, Section 10). Any decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis, except with the consent of the Company. The Face Amount which will remain after the partial surrender must be at least \$50,000, except with the consent of the Company. A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy.

Unless you request otherwise, a partial surrender will reduce: *first*, the Policy's portion of the sub-accounts proportionately; and *second*, the Policy's portion of the Fixed Account.

## 15. 24 Months Conversion Right

### Adjustment of the Policy

The Policy Schedule and Sections 2 and 3, must be changed to reflect an increase or a decrease in the Face Amount. The Policy Schedule must be changed also to reflect a change in the Death Benefit Option. The new Policy Schedule and the new Sections 2 and 3, and the Application for the adjustment will be made part of the Policy when the Company, at its option,:

- Sends you a new Policy Schedule, and new Sections 2 and 3, and a copy of the Application for the adjustment for you to attach to the Policy; or
- Requires that the Policy be returned to have the new Policy Schedule and new Sections 2 and 3, and a copy of the Application for the adjustment attached to the Policy by the Company; or
- Sends you an adjusted policy to take the place of this Policy.

Upon adjustment the Policy will be in force only as adjusted.

### 24 Months Conversion Right

The 24 Months Conversion Right allows you to convert all or a portion of this Policy, subject to the terms of this Section, to fixed benefit coverage: by transferring value to the Fixed Account; and by allocating future net premiums and future net unscheduled payments to the Fixed Account.

A request to exercise the 24 Months Conversion Right must be in written form satisfactory to the Company. The 24 Months Conversion Right can be exercised:

- Once within 24 months after the Date of Issue of the Policy;
- Once within 24 months after the Adjustment Date of an increase in Face Amount; and
- Even if the Company is restricting new amounts applied to the Fixed Account. (See Restriction of New Amounts Applied to the Fixed Account provision of Section 7.)

If the Company is not restricting amounts applied to the Fixed Account: you can transfer to the Fixed Account all or part of the Policy's Cash Value in the sub-accounts; and you can allocate all or part of future net premiums and net unscheduled payments to the Fixed Account. However, at any time in the future if the Company is restricting new amounts applied to the Fixed Account, the Company reserves the right to limit the allocation of future net premiums and net unscheduled payments to the Fixed Account to the Policy's lowest Fixed Account allocation percentage since the most recent date when this Right was exercised. The Policy's share of the sub-accounts will be reduced proportionately when Cash Value is transferred under this Right.

If the Company is restricting amounts applied to the Fixed Account: you can transfer to the Fixed Account the portion of the Policy's Cash Value in the sub-accounts which is attributable to the coverage for which this Right is being exercised; and you can allocate future net premiums and net unscheduled payments to the Fixed Account based on the Company's published rules. The Policy's share of the sub-accounts will be reduced proportionately when Cash Value is transferred under this Right.

Transfers to the Fixed Account resulting from the exercise of the 24 Months Conversion Right are not counted in the limit of 4. (See Transfer Option provision of Section 6.)

## 16. Owner and Beneficiary

### **Owner**

The Owner of the Policy is named in the Application (see copy attached); but, the Owner can be changed. The new Owner will succeed to all rights of the Owner, including the right to make a further change of Owner. At the death of the Owner, his or her estate will be the Owner, unless a successor Owner has been named. In this Policy "you" means the Owner, whether the Owner is a person, a partnership, a corporation, a fiduciary or any other legal entity. The rights of the Owner will end at the death of the Insured, except for Payment of Benefits. (See Section 17.)

### **Beneficiary**

The Beneficiary is named in the Application (see copy attached); but, the Beneficiary can be changed before the death of the Insured. The Beneficiary can be a person, a corporation, a partnership, a fiduciary or any other legal entity. A person must survive the Insured to qualify as Beneficiary. If none survives, the proceeds will be paid to the Owner.

### **Change of Owner or Beneficiary**

A change of Owner or Beneficiary must be in written form satisfactory to the Company, and must be dated and signed by the Owner who is making the change. The change will be subject to all payments made and actions taken by the Company under the Policy before the signed change form is received by the Company at its Administrative Office.

### **Assignments**

An absolute assignment of the Policy by the Owner is a change of Owner and Beneficiary to the assignee. A collateral assignment of the Policy by the Owner is not a change of Owner or Beneficiary; but their rights will be subject to the terms of the assignment except that the rights of an irrevocable beneficiary named before the assignment are superior to those of the assignee. Assignments will be subject to all payments made and actions taken by the Company before a signed copy of the assignment form is received by the Company at its Administrative Office. The Company will not be responsible for determining whether or not an assignment is valid.

### **Designation of Owner and Beneficiary**

A numbered sequence can be used to name successive Owners or Beneficiaries. Co-Beneficiaries will receive equal shares unless otherwise stated.

In naming Owners or Beneficiaries, unless otherwise stated:

- "Child" includes an adopted or posthumous child;
- "Provision for issue" means that if a Beneficiary does not survive the Insured, the share of that Beneficiary will be taken by his or her living issue by right of representation; and
- A family relation such as "wife", "husband" or "child" means the relation to the Insured.

At the time for payment of benefits the Company can rely on an affidavit of any Owner or other responsible person to determine family relations or members of a class.

## 17. Payment of Benefits

### Payment

The policy proceeds will be paid in one sum, unless all or part of the proceeds is applied to a Payment Option. (See Section 18.) The Company will pay interest on death proceeds from the date of death to the date of payment in one sum, or to the Option Date. The rate of interest will be set each year by the Company. The rate will not be less than: that required by law; or 3 1/2% per year. The interest payable on surrender proceeds is described in Section 5.

### Selection of Payment Options; Option Date

The selection of a Payment Option and the naming of the Payee must be in written form satisfactory to the Company. You can make or change or revoke the selection before death of the Insured. The Option Date is the effective date of the Payment Option, as stated in the selection form.

### Payee

The Payee is a person, a corporation, a partnership, a fiduciary or any other legal entity entitled to receive payment in one sum or under a Payment Option.

### Selection by Payees

Any proceeds payable in one sum at the death of the Insured, or upon surrender of the Policy, can be applied to any Payment Option chosen by the Payee. Further, with the consent of the Company, any Payee who is entitled to receive proceeds in one sum when a Payment Option ends, or at the death of a prior Payee, or when proceeds are withdrawn, can choose to apply the proceeds to a Payment Option.

### Rights of Payees

In the selection of a Payment Option the right can be given to the Payee:

- To withdraw principal and interest under the Fourth or Fifth Option; or
- To withdraw the commuted value of payments certain under the First, Second, or Sixth Option.

Under the Life Income Options only payments certain can be commuted. No Payee can assign, commute or withdraw the payments under any Payment Option, unless the right is reserved in the selection of the Option.

### Limitations

If instalments under an Option would be less than \$20, proceeds can be applied to a Payment Option only with the consent of the Company.

### Life Income Options

Guaranteed Life Income Options are based on the age of the Payee on the Payee's birthday nearest the Option Date. The Company will require proof of age. The Life Income payments will be based: on the rates shown in the Life Income Tables (Section 19); or, if they are greater, on the Payment Option rates of the Company on the Option Date. If the rates at a given age are the same for different periods certain, the longest period certain will be used.

### Purchase of Increased Payment Option Benefits

On the Option Date, a one sum purchase payment can be made to the Company to be added to the proceeds being applied to any Payment Option. The portion of Life Income payments purchased in this way will be based on the Payment Option rates of the Company on the Option Date, which may not be the rates shown in the Life Income Tables (Section 19). The purchase payment will be limited to the Company's published maximum for single premium immediate annuities on the Option Date. A portion of the purchase payment may be used by the Company to pay premium taxes on the purchase payment.

### Death of Payee

If a Payee under a Life Income Option dies within 30 days after the Option Date, the amount applied to the Option, less any payments made, will be paid in one sum, unless a Payment Option is chosen by the successor Payee. Otherwise, amounts to be paid after the death of a Payee under a Payment Option will be paid as due to the successor Payee. If there is no successor Payee, amounts to be paid in one sum, or the commuted value of any unpaid payments certain, will be paid in one sum to the estate of the last Payee to die.

## 18. Payment Options

### Commutation Rate

The interest rate used to compute the commuted value of any unpaid payments certain:

- Under the First Option will be 3 1/2% per year; and
- Under the Life Income Options will be the rate used by the Company in computing the amount of the monthly payments.

### Payment Options

All or part of the policy proceeds can be applied to any one of the following Options, subject to Section 17, Payment of Benefits:

#### First Option: Income for a Specified Number of Years

The Company will make monthly payments which will include both principal and interest. Payments will start on the Option Date and will continue for the number of years chosen. The number of years chosen cannot be more than 30. Interest is at the rate of 3 1/2% per year compounded yearly. Additional interest paid by the Company for any year will be added to the monthly payments for that year.

Guaranteed monthly payments per \$1,000 of proceeds applied to the First Option are shown below:

Number of Years	Number of Years	Number of Years	Number of Years		
1	\$84.65	11	\$9.09	21	\$5.56
2	43.05	12	8.46	22	5.39
3	29.19	13	7.94	23	5.24
4	22.27	14	7.49	24	5.09
5	18.12	15	7.10	25	4.96
6	15.35	16	6.76	26	4.84
7	13.38	17	6.47	27	4.73
8	11.90	18	6.20	28	4.63
9	10.75	19	5.97	29	4.53
10	9.83	20	5.75	30	4.45

#### Second Option: Life Income

The Company will make equal monthly payments. Payments will start on the Option Date and will continue:

- During the life of the Payee, with no further payment after the death of the Payee, called "Life Income, No Refund"; or
- During the life of the Payee, but for at least 10 years, called "Life Income, 10 Years Certain"; or
- During the life of the Payee, but for at least 20 years, called "Life Income, 20 Years Certain".

**Third Option: Life Income with Refund**

The Company will make equal monthly payments. Payments will start on the Option Date and will continue during the life of the Payee. At the death of the Payee, if the total payments made are less than the total proceeds applied to the Option, then:

- The difference will be paid in one sum, called "Life Income, Cash Refund"; or
- The equal monthly payments will continue until the total payments are equal to the total proceeds applied to the Option, called "Life Income, Instalment Refund".

**Fourth Option: Interest**

The Company will hold the proceeds at interest during the life of the Payee or for any other period agreed to by the Company. Interest on the proceeds:

- Will be paid each month to the Payee starting one month after the Option Date; or
- Will be added to the principal amount each year and will earn interest.

At the death of the Payee, or at the end of the period agreed to, the balance of principal and any accrued interest will be paid in one sum. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year.

**Fifth Option: Specified Amount of Income**

The Company will make monthly payments which will include both principal and interest. Payments will be in the amount chosen. Payments can be quarterly or at any other frequency chosen, and payments can be for different amounts, all subject to the consent of the Company. Payments will start on the Option Date and will continue until the balance is fully paid out. At the death of the Payee any unpaid balance and accrued interest will be paid in one sum. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year. Interest will be added each year to the principal and will earn interest.

**Sixth Option: Life Income for Two Lives**

The Company will make monthly payments. Payments will start on the Option Date and will continue:

- While either of two Payees is living, called "Joint and Survivor Life Income"; or
- While either of two Payees is living, but for at least 10 years, called "Joint and Survivor Life Income, 10 Years Certain"; or
- While two Payees are living, and after the death of one Payee, two-thirds of the monthly amount while the other Payee is living, called "Joint and 2/3 to Survivor Life Income".



## 19. Life Income Tables

### Life Income Tables

Guaranteed monthly payments per \$1,000 of amounts applied to the Life Income Options are shown below:

#### Second and Third Options: Life Income

Age of Payee	No Refund	10 Years Certain	20 Years Certain	Cash Refund	Instalment Refund
15	\$3.19	\$3.19	\$3.19	\$3.19	\$3.19
16	3.21	3.20	3.20	3.19	3.20
17	3.22	3.22	3.21	3.21	3.21
18	3.23	3.23	3.23	3.22	3.22
19	3.25	3.24	3.24	3.23	3.24
20	3.26	3.26	3.25	3.25	3.25
21	3.27	3.27	3.27	3.26	3.26
22	3.29	3.29	3.28	3.28	3.28
23	3.31	3.30	3.30	3.29	3.29
24	3.32	3.32	3.31	3.31	3.31
25	3.34	3.34	3.33	3.32	3.33
26	3.36	3.36	3.35	3.34	3.35
27	3.38	3.37	3.37	3.36	3.36
28	3.40	3.39	3.39	3.38	3.38
29	3.42	3.41	3.41	3.40	3.40
30	3.44	3.44	3.43	3.42	3.42
31	3.46	3.46	3.45	3.44	3.44
32	3.49	3.48	3.47	3.46	3.47
33	3.51	3.51	3.50	3.49	3.49
34	3.54	3.53	3.52	3.51	3.52
35	3.56	3.56	3.55	3.54	3.54
36	3.59	3.59	3.58	3.56	3.57
37	3.62	3.62	3.60	3.59	3.60
38	3.66	3.65	3.63	3.62	3.63
39	3.69	3.69	3.67	3.65	3.66
40	3.73	3.72	3.70	3.68	3.69
41	3.76	3.76	3.73	3.71	3.72
42	3.80	3.79	3.77	3.75	3.76
43	3.84	3.84	3.80	3.78	3.79
44	3.89	3.88	3.84	3.82	3.83
45	3.93	3.92	3.88	3.86	3.87
46	3.98	3.97	3.92	3.90	3.91
47	4.03	4.02	3.97	3.94	3.96
48	4.08	4.07	4.01	3.99	4.00
49	4.14	4.12	4.06	4.03	4.05
50	4.20	4.18	4.11	4.08	4.10
51	4.26	4.23	4.16	4.13	4.15
52	4.32	4.30	4.21	4.19	4.21
53	4.39	4.36	4.26	4.24	4.27
54	4.46	4.43	4.32	4.30	4.33
55	4.54	4.50	4.37	4.36	4.39
56	4.62	4.58	4.43	4.43	4.46
57	4.70	4.65	4.49	4.49	4.53
58	4.79	4.74	4.56	4.57	4.60
59	4.89	4.83	4.62	4.64	4.68
60	4.99	4.92	4.68	4.72	4.76
61	5.10	5.02	4.75	4.80	4.85
62	5.22	5.12	4.82	4.89	4.94
63	5.34	5.23	4.88	4.98	5.03
64	5.47	5.35	4.95	5.07	5.13
65	5.61	5.47	5.02	5.17	5.24
66	5.76	5.60	5.08	5.28	5.35
67	5.92	5.73	5.15	5.39	5.47
68	6.10	5.87	5.21	5.51	5.59
69	6.28	6.02	5.27	5.63	5.72

Age of Payee	No Refund	10 Years Certain	20 Years Certain	Cash Refund	Instalment Refund
70	\$6.48	\$6.17	\$5.33	\$5.76	\$5.86
71	6.70	6.33	5.38	5.89	6.00
72	6.92	6.49	5.43	6.04	6.16
73	7.17	6.66	5.48	6.19	6.32
74	7.43	6.84	5.52	6.34	6.49
75	7.71	7.02	5.56	6.52	6.67
76	8.02	7.20	5.60	6.69	6.86
77	8.34	7.38	5.63	6.87	7.06
78	8.69	7.56	5.66	7.07	7.27
79	9.07	7.75	5.68	7.27	7.50
80	9.47	7.93	5.70	7.49	7.74
81	9.90	8.11	5.71	7.73	7.99
82	10.36	8.28	5.73	7.96	8.25
83	10.86	8.45	5.73	8.21	8.53
84	11.39	8.62	5.74	8.50	8.83
**85	11.96	8.77	5.75	8.78	9.14

\* and under \*\*and over

#### Sixth Option: Life Income for Two Lives

Age of One Payee	Age of Other Payee				
	55	60	65	70	75
Joint and Survivor					
55	\$4.04	\$4.17	\$4.28	\$4.37	\$4.43
60	4.17	4.36	4.53	4.68	4.79
65	4.28	4.53	4.79	5.02	5.22
70	4.37	4.68	5.02	5.38	5.71
75	4.43	4.79	5.22	5.71	6.22
80	4.47	4.87	5.37	5.98	6.68
Joint and Survivor, 10 Years Certain					
55	\$3.96	\$4.09	\$4.20	\$4.36	\$4.42
60	4.09	4.27	4.44	4.59	4.77
65	4.20	4.44	4.69	4.91	5.09
70	4.36	4.59	4.91	5.22	5.50
75	4.42	4.77	5.09	5.50	5.88
80	4.46	4.85	5.33	5.72	6.21
Joint and 2/3 to Survivor					
55	\$4.37	\$4.56	\$4.76	\$4.99	\$5.23
60	4.56	4.78	5.02	5.30	5.59
65	4.76	5.02	5.33	5.67	6.03
70	4.99	5.30	5.67	6.10	6.57
75	5.23	5.59	6.03	6.57	7.18
80	5.48	5.89	6.41	7.06	7.84

Payments for other ages will be quoted by the Company on request.

The rates shown above are based on an interest rate of 3 1/2% per year; and on mortality: using a 60/40 male/female weighting; based on the Individual Annuitant Mortality Table for 1983; and with projection on Scale G to the year 2000 and then on Scale B Modified to year 2010.

Endorsement



**Modification of the Policy Loan Section**

As of the Date of Issue of this Policy, the following provision is substituted for the Loan Value provision in the Policy Loan section of the Policy:

**Loan Value**

The Loan Value of the Policy equals the Cash Value of the Policy on the date the Loan is made.

**New England Life Insurance Company**  
501 Boylston Street, Boston, Massachusetts

   
President Secretary

Copying Prohibited

## Endorsement

### **Modification of the Contract Section**

As of the Date of Issue of this Policy, the following is substituted for the Not Contestable After Two Years provision of the Policy.

#### **Not Contestable After Two Years**

Insurance is issued by the Company in reliance on the statements made in the Application for the insurance. Those statements are representations; they are not warranties. No statement can be used to contest or rescind insurance or to defend against a claim unless contained in the Application for the insurance. The insurance issued under this Policy will not be contestable after it has been in force during the life of the Insured:

- With respect to the amount of Death Benefit which results from other than payments for which proof of insurability is required, for two years from the Date of Issue; and
- With respect to any amount of Death Benefit which results from a payment for which proof of insurability is required, for two years from the date that payment is received; and
- With respect to the amount of the Death Benefit associated with each increase in Face Amount, for two years from the Adjustment Date for that increase; and
- With respect to the amount of the increase in Death Benefit associated with a change in Corridor for which proof of insurability is required, for two years from the Adjustment Date for that change; and
- With respect to the amount of the increase in Death Benefit associated with a change in Death Benefit Option for which proof of insurability is required, for two years from the Adjustment Date for that change.

### **Modification of the Death Benefit Section**

As of the Date of Issue of this Policy, the following is substituted for the Death Benefit section of the Policy:

#### **Death Benefit**

##### **Death Benefit**

The Company will pay a Death Benefit to the Beneficiary upon receipt of proof of the death of the Insured. The amount of the Death Benefit will depend on the Death Benefit Option in effect on the date of death if death occurs prior to age 100. If death occurs on or after age 100, the Death Benefit will equal the greater of: the Cash Value on the date of death; and the Face Amount of the Policy if, at age 100, the Policy has a Guaranteed Death Benefit Rider attached and the Guarantee is in effect. The amount payable in either event will be reduced by any Policy Loan Balance on the date of death. If the Insured dies during the grace period, an amount will be deducted from the policy proceeds to cover Monthly Deductions to the date of death. The policy proceeds will be paid in one sum unless all or part of the proceeds is applied to a Payment Option. (See Payment of Benefits Section.)

##### **Definition of Life Insurance Test**

This Policy is intended to qualify as a flexible premium adjustable life insurance contract under the Internal Revenue Code ("the Code") and any interpretive regulation or rulings by the Internal Revenue Service. The Code provides two tests to determine whether the policy meets the definition of life insurance: the Cash Value Accumulation Test; and the Guideline Premium Test. The Test used for the life of this Policy will be the one chosen in the original Application and shown in Section 1; that Test cannot be changed.

### Cash Value Accumulation Test

If you choose the Cash Value Accumulation Test, you must choose one of two Net Single Premium Corridors (the Net Single Premium Corridor or the Enhanced Net Single Premium Corridor) in the original Application. The Corridor chosen for the Policy is shown in Section 1.

If you choose the Net Single Premium Corridor, the Death Benefit will not be less than: the Policy's Cash Value plus the pro rata portion of any Monthly Deduction made for a period beyond the date of death; divided by the Net Single Premium shown in Section 3.

If you choose the Enhanced Net Single Premium Corridor, the Death Benefit will not be less than: the Policy's Cash Value plus the pro rata portion of any Monthly Deduction made for a period beyond the date of death; divided by: the Net Single Premium shown in Section 3 times the Enhanced Net Single Premium Factor shown in Table I below.

### Guideline Premium Test

If you choose the Guideline Premium Test, you must choose one of two Death Benefit Corridors (the IRS Corridor or the Enhanced IRS Corridor) in the original Application. The Corridor chosen for the Policy is shown in Section 1.

If you choose the IRS Corridor, the Death Benefit will not be less than a percentage of: the Policy's Cash Value plus the pro rata portion of any Monthly Deduction made for a period beyond the date of death. The percent used will be based on the age of the Insured at the beginning of the policy year as shown in Table II below.

If you choose the Enhanced IRS Corridor, the Death Benefit will not be less than a percentage of: the Policy's Cash Value plus the pro rata portion of any Monthly Deduction made for a period beyond the date of death. The percent used will be based on the age of the Insured at the beginning of the policy year as shown in Table III below.

### Changing the Corridor

Although the Definition of Life Insurance Test for the Policy cannot be changed, you can change your choice of the Corridor within each Test. A change in Corridor will be effective on the Adjustment Date shown in the new Policy Schedule. A change from a regular Corridor (Net Single Premium or IRS) to an Enhanced Corridor will require evidence that the Insured is still eligible for the Policy Class shown in Section 1. Otherwise, no underwriting will be required. A change in Corridor will change the Death Benefit; but no other policy values or benefits (including the Face Amount) will change.

**Table I : Enhanced Net Single Premium Factors**

Age	Applicable Percent	Age	Applicable Percent
0 through 75	1.00	83	0.93
76	0.98	84	0.94
77	0.96	85	0.95
78	0.94	86	0.96
79	0.92	87	0.97
80	0.90	88	0.98
81	0.91	89	0.99
82	0.92	90 through 100	1.00

**Table II : Applicable Percentages for IRS Corridor**

Age	Applicable Percent	Age	Applicable Percent
0 through 40	250	61	128
41	243	62	126
42	236	63	124
43	229	64	122
44	222	65	120
45	215		
46	209	66	119
47	203	67	118
48	197	68	117
49	191	69	116
50	185	70	115
51	178	71	113
52	171	72	111
53	164	73	109
54	157	74	107
55	150	75 through 90	105
56	146	91	104
57	142	92	103
58	138	93	102
59	134	94 through 99	101
60	130	100	100

**Table III : Applicable Percentages for Enhanced IRS Corridor**

Age	Applicable Percent	Age	Applicable Percent
0 through 40	250		
41	243	71	113
42	236	72	111
43	229	73	109
44	222	74	107
45	215	75	105
46	209	76	107
47	203	77	109
48	197	78	112
49	191	79	114
50	185	80	117
51	178	81	115
52	171	82	114
53	164	83	113
54	157	84	112
55	150	85	111
56	146	86	109
57	142	87	108
58	138	88	107
59	134	89	106
60	130	90	105
61	128	91	104
62	126	92	103
63	124	93	102
64	122	94 through 99	101
65	120	100	100
66	119		
67	118		
68	117		
69	116		
70	115		

**Death Benefit Options**

This Policy provides for three Death Benefit Options. The Death Benefit Option will be as chosen in the Application or as later changed. The Death Benefit Option is shown in Section 1.

If Option 1 is chosen, the Death Benefit equals the greater of:

- The Face Amount shown in Section 1; and
- The death benefit required by the Definition of Life Insurance Test and Corridor chosen for the Policy.

If Option 2 is chosen, the Death Benefit equals the greater of:

- The Face Amount shown in Section 1 plus the Cash Value; and
- The death benefit required by the Definition of Life Insurance Test and Corridor chosen for the Policy.

If Option 3 is chosen, the Death Benefit equals the greater of:

- The Face Amount shown in Section 1 plus the total premiums paid for the Policy less all partial surrenders; and
- The death benefit required by the Definition of Life Insurance Test and Corridor chosen for the Policy.

When you apply for an Adjustable Term Rider, you can choose to have the Term Amount of the Rider added to the Face Amount of the Policy for purposes of calculating the Death Benefit. Your choice cannot be changed.

**Changing the Death Benefit Option**

After the first policy year you can change the Death Benefit Option by written application to the Company. A change in Death Benefit Option will be effective on the Adjustment Date shown in the new Policy Schedule.

**From Option 1**

Except with the consent of the Company, a change from Option 1 to Option 2 can be made only if the Face Amount after the change will be at least \$50,000. If you change from Option 1 to Option 2:

- The Face Amount will be decreased such that the Death Benefit immediately before and after the change is the same; and
- A decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis.

A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy. If you chose the Guideline Premium Test for the Policy, a portion of the Cash Value will be paid to you if necessary to allow the Policy to continue to qualify as life insurance.

A change from Option 1 to Option 3 will require evidence that the Insured is still eligible for the Policy Class shown in Section 1. The Death Benefit will change. No other policy values or benefits (including the Face Amount) will change.

#### **From Option 2**

If you change from Option 2 to Option 1:

- The Face Amount will be increased such that the Death Benefit immediately before and after the change is the same; and
- This increase in Face Amount will be applied to the initial Face Amount and to each prior increase in Face Amount on a pro rata basis.

If you change from Option 2 to Option 3:

- Will require evidence that the Insured is still eligible for the Policy Class shown in Section 1
- The Face Amount will be increased such that the Death Benefit immediately before and after the change is the same; and
- This increase in Face Amount will be applied to the initial Face Amount and to each prior increase in Face Amount on a pro rata basis.

The requirements in the Increase in Face Amount provision of the Adjustment Section do not apply to increases in Face Amount as a result of a change from Option 2.

#### **From Option 3**


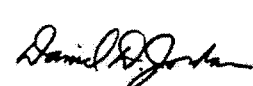
A change from Option 3 to Option 1 will change the Death Benefit. No other policy values or benefits (including the Face Amount) will change.

Except with the consent of the Company, a change from Option 3 to Option 2 can be made only if the Face Amount after the change will be at least \$50,000. If you change from Option 3 to Option 2:

- The Face Amount will be decreased such that the Death Benefit immediately before and after the change is the same; and
- A decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis.

A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy. If you chose the Guideline Premium Test for the Policy, a portion of the Cash Value will be paid to you if necessary to allow the Policy to continue to qualify as life insurance.

**New England Life Insurance Company**  
501 Boylston Street, Boston, Massachusetts

President

Secretary

## Endorsement

### Modification of the Premiums Section

As of the Date of Issue of this Policy, the following provision is added to the Premiums section in the Policy:

#### Premium Expense Charge Adjustment at Surrender

If the Policy is surrendered within two years from the Policy Date, the following amount will be added to the surrender proceeds:

- The total Premium Expense Charges deducted from premium payments and net unscheduled payments made in the first policy year (any payments made within 20 days prior to the first policy anniversary are treated as if paid in the next policy year);  
LESS
- 2% of the total of all premium payments and net unscheduled payments made in the first year (any payments made within 20 days prior to the first policy anniversary are treated as if paid in the next policy year).

### Modification of the Adjustment Section

As of the Date of Issue of this Policy, the following provision is substituted for the Increase in Face Amount provision in the Adjustment section of the Policy:

#### Increase in Face Amount


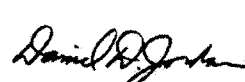
After the first policy year, the Face Amount can be increased effective on the first day of any policy month. An increase in Face Amount is subject to:

- Written application to increase the Face Amount;
- Proof that the Insured is insurable;
- The increase being available on the same underwriting basis as this Policy;
- New insurance for the amount of the increase on the same plan at the age of the Insured on the Adjustment Date being allowed under the underwriting rules of the Company;
- The amount of the increase being at least \$10,000, except with the consent of the Company;
- A Monthly Deduction for the increase. (See Monthly Deduction Section); and
- If the increase is medically underwritten, a monthly Face Amount Increase Administrative Charge not greater than the Maximum stated in Section 1, to be deducted from the Cash Value in the same manner as the Monthly Deduction (see Monthly Deduction Section).

The amount of any rider which is attached to the Policy can be increased only as stated in the rider.

The Application to increase the Face Amount must be signed by the Insured and by you. An increase will be effective on the Adjustment Date shown in the new Policy Schedule.

**New England Life Insurance Company**  
501 Boylston Street, Boston, Massachusetts

President

Secretary

Endorsement

Endorsement Date: Date of Issue

**Modification of the Monthly Deduction Section**

As of the Date of Issue of this Policy, the following substitution is made in the Monthly Minimum Premium provision:

"The Monthly Minimum Premium is shown in the Policy Schedule. (See Section 1.) This Premium will be recalculated when: the Face Amount is increased or decreased as a result of an application to increase or decrease the Face Amount; the amount provided by riders attached to this Policy is changed; a partial surrender is made which results in a decrease in Face Amount; or the underwriting class of this Policy and its riders is changed to a more favorable underwriting class."

is substituted for:

"The Monthly Minimum Premium is shown in the Policy Schedule. (See Section 1.) This Premium will be recalculated when: the Face Amount is decreased; the amount provided by riders attached to this Policy is changed; a partial surrender is made which results in a decrease in Face Amount; or the underwriting class of this Policy and its riders is changed to a more favorable underwriting class."

**New England Life Insurance Company**  
501 Boylston Street, Boston, Massachusetts

President

Secretary





Endorsement

As of the Date of Issue of this Policy, the Suicide Within Two Years provision for this Policy and any riders is modified such that the Company will determine the proceeds using the greater of: the reserve of the insurance which is subject to the provision; and the amounts used to purchase the insurance which is subject to the provision.

**New England Life Insurance Company**

Home Office:

501 Boylston Street, Boston, Massachusetts

President

Secretary

Copying Prohibited



## Endorsement

As of the Date of Issue, each Policy or Rider provision that contains any differences based on sex is modified to provide for males and females the same:

- Rates;
- Benefits; or
- Values.

### **New England Life Insurance Company**

Home Office:  
501 Boylston Street, Boston, Massachusetts

   
President Secretary

14 200696

**APPLICATION TO NEW ENGLAND LIFE INSURANCE COMPANY  
PART I  
PERSONAL STATEMENT**

Questions below pertain to the Proposed Insured unless otherwise indicated.

**Proposed Insured**

1. Name as it should appear in the policy (first name, middle, last)  
Donald I. Moore
2. Residence address 139A Sunnyside Road  
City Wilmington beach State DE Zip 19971
3. Home number (302) 227-1414
4. Social security number 221-28-9459
5. Sex  Female  Male
6. Date of birth 04/12/1945
7. Age nearest birthday 57
8. Birthplace: State DE Country USA
9. U.S. citizen If No, complete supplement form.  Yes  No
10. Marital status  
 Single  Married  Widowed  Separated  Divorced
11. If Proposed Insured's name has been changed in the past 10 years, give former names.
12. a. Business/Employer's name JA Moore & Son  
b. Business address 111 Road 273 C  
City Wilmington beach State DE Zip 19771  
c. Business number ( ) (302) 227-1812
13. Preferred calling time for follow up Personal History Interview  
(EST business hours)  
8 AM 9 PM at  Home  Business
14. a. Occupation If Juvenile or Dependent Insured complete with payor data.  
b. Exact duties Real Estate Developer  
c. Annual income \$ 2-4 million  
d. Net worth \$ 25+ million  
e. Household income if different than Annual \$ same  
f. Tax bracket for Variable products only 46%

**Owner** If business, also complete Business Supplement. List successive Owners and relationship to Proposed Insured in Remarks section, in a numbered sequence.

15. a.  Proposed Insured.  
 Other Provide name, address and relationship below.

Name J A MOORE & SONS

Street Address 111 RD 273 C

City Phenix Beach State DE

Zip 19971

Relationship

- b. First owner's social security number/taxpayer ID

Complete if other than Proposed Insured.

**Premium Notification**

16.  Proposed Insured at home  
 Proposed Insured at business  
 Owner If other than Proposed Insured.  
 Other Provide name and address below.

Name

Street Address

City

State

Zip

**Beneficiary** If business, also complete Business Supplement. List additional Beneficiaries and relationship to Proposed Insured in Remarks section.

17. **Primary** Check appropriate box or provide details.

- Children of the Insured  Estate of the Insured  Split equally

Name Ronald T. Moore 14200 Caber Trust dtd 02<sup>12</sup> 2002, Suzanne Moore, %

Relationship

Name

Relationship

Name

Relationship

18. **Secondary** Check appropriate box or provide details.

- Children of the Insured  Estate of the Insured  Split equally

Name

Relationship

Name

Relationship

Name

Relationship

Plan

19. Plan COLT Executive Plus

20. Face Amount \$ 10 million

21. Dividend option(s) for non-term insurance products only.

- Cash  Accumulations
- Premium Reduction  Paid-Up Additions

If Universal or Variable Universal Life policy:

22. a. Planned Annual Premium State source of funds, if \$10,000 or greater. 724,091  
First Year \$ 794,091 Renewal \$ 794,091 Lump sum \$ \_\_\_\_\_

b. Death Benefit Option, if available under policy applied for see Prospectus for further explanation.  
 Option 1 Face Amount  Option 2 Face Amount plus Cash Value

c.  Waiver of Monthly Deductions

If Variable Life policy:

23. a. If available under policy applied for, Planned Annual Unscheduled Payment State source of funds, if \$10,000 or greater. \$ \_\_\_\_\_

b. Death Benefit Option, if available under policy applied for see Prospectus for further explanation.  
 Option 1 Face Amount  Option 2 Face Amount plus any Excess Cash Value

c. If available under policy applied for, is the Special Premium Option elected for premiums in default?  Yes  No

COST OF INSURANCE RATES MAY CHANGE. The cost of insurance rates for the policy may change. The rates currently being charged are not guaranteed; and the Company may charge the full maximum guaranteed rates.

Benefits/Riders

MA 24.  Level Term \$ \_\_\_\_\_

25.  Paid-Up Additions (PUAR) State source of funds, if \$10,000 or greater.

Lump sum at issue \$ \_\_\_\_\_

Annual: At issue \$ \_\_\_\_\_

Thereafter \$ \_\_\_\_\_

26.  Additional Protection (FTR) \$ \_\_\_\_\_

Level

Increasing Increase percentage % \_\_\_\_\_

Offset Amount for list billed policies only \$ \_\_\_\_\_

Number of years \_\_\_\_\_

Offset Year \_\_\_\_\_

27. a.  Waiver of Premium - Proposed Insured

b.  Applicant's Waiver - Adult Insured

Complete additional form.

c.  Applicant's Waiver - Juvenile Insured.

Complete additional form.

Death or disability  Death only

28.  1 Year Term, Purchased with Dividends

29. a.  Accidental Death \$ \_\_\_\_\_

b.  Purchase Option \$ \_\_\_\_\_

c.  Spouse Rider \$ \_\_\_\_\_

Complete additional form.

d.  Children's Rider \$ \_\_\_\_\_

Complete additional form.

e.  Accelerated Benefit \$ \_\_\_\_\_

f.  GIB Rider \$ \_\_\_\_\_

g.  Other \_\_\_\_\_

Other \_\_\_\_\_

Other \_\_\_\_\_

Other \_\_\_\_\_

**Complete Questions 30-34 for Variable and Variable Universal Life only**

30. **Owner's Information** Complete questions 30 a-g only if owner is other than Proposed Insured.

- a. Occupation Computer
- b. Employer's name and address 111 Rd 273 C  
RETROBORN RETIR 01, 1971
- c. Age 44
- d. State of residence DE
- e. Annual income \$ 320,000.00
- f. Net worth \$ 22,000,000
- g. Tax bracket 12.5 %
- h. Is Owner associated with a member firm of the NASD?  
 Yes  No If Yes, give name and address of firm.

31. **Account Allocation** \* Indicate Whole Percentages. Attach additional sheet if necessary.

Stability		Growth continued		Other	
%	Fixed Account	%	Westpeak Stock Index	%	
<u>25</u> %	Back Bay Advisors Money Market	%	Fidelity VIP Equity Income	%	
		%	Westpeak Growth & Income	%	
		%	Davis Venture Value	%	
		%	Goldman Sachs Midcap Value	%	
		%	Capital Growth	%	
		%	Alger Equity Growth	%	
		%	Fidelity VIP Overseas	%	
		%	Loomis Sayles Small Cap	%	
		%	Morgan Stanley International Equity	%	
		<u>25</u>		%	<u>STOCK INVEST (NET LIFE)</u>

\*Total Account Allocations must equal 100%

**Suitability Statement by Applicant (Variable and Variable Universal Life only)**

- 32. a. Did you receive the prospectus?  Yes  No
- b. Prospectus number \_\_\_\_\_ c. Prospectus date 05/01/2001
- 33. Do you understand that:
  - a. the Option 2 death benefit may increase or decrease depending on the policy's investment return, but will never be less than the guaranteed minimum?  Yes  No
  - b. the cash value may increase or decrease depending on the policy's investment return?  Yes  No
- 34. Do you believe that this policy will meet your insurance needs and financial objectives?  Yes  No

The Cash Value will be allocated to the Money Market account, for an initial period described on page 1 of the prospectus.

**THE DEATH BENEFIT MAY BE VARIABLE OR FIXED UNDER SPECIFIED CONDITIONS. THE CASH VALUE MAY INCREASE OR DECREASE IN ACCORDANCE WITH SEPARATE INVESTMENT ACCOUNT EXPERIENCE. COST OF INSURANCE RATES MAY CHANGE.** The cost of insurance rates for the policy may change. The rates currently being charged are not guaranteed; and the Company may charge the full maximum guaranteed rates.

**Existing Insurance**

35. Indicate life insurance policies in force for the Proposed Insured. *If none, so state.*  
 Type: P - Personal, B - Business, G - Group

Company	Type (circle one)	Year of Issue	Life Amount	Accidental Death Benefit Amount
Windsor program	P (B) G	1995-1999	\$ 3,750,000	\$
Windsor	(P) B G	1992	\$ 3,000,000	\$
	P B G		\$	\$
	P B G		\$	\$
	P B G		\$	\$
	P B G		\$	\$

36. a. If Juvenile or Dependent Proposed Insured, state relation to and amount of life insurance in force or applied for on person responsible for support.

Relationship to Proposed Insured	Amount of Insurance \$

b. If Juvenile, are there any other children insured for less than this child? *If Yes, give details in Remarks section.*  Yes  No

**Replacement**

37. Will any life insurance or annuity issued by this or any other company be replaced as a result of this Application for insurance? *If Yes, complete the following and submit replacement forms if required.*  Yes  No

Company	1035 Exchange	Policy Date	Policy Number	Amount
Federal Reserve	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	1992	FR2124230	\$ 2,000,000
	<input type="checkbox"/> Yes <input type="checkbox"/> No			\$
	<input type="checkbox"/> Yes <input type="checkbox"/> No			\$

38. Has life or disability insurance on your life ever been declined, postponed or modified as to plan, amount or rate? *If Yes, give details in Remarks section.*  Yes  No

**Avocation and Health**

39. Driver license # 449098 State DE

40. a. Have you used any form of tobacco in the past year?  Yes  No  
 b. If Yes  Cigarettes  Other (cigar, pipe, smokeless, chew, patch, nicotine substitute)  Yes  No
41. Have you been convicted of: driving under the influence of alcohol or drugs in the past 10 years; or two or more moving violations in the past 2 years? *If Yes, complete supplemental form.*  Yes  No
42. Have you in the past 2 years participated in, or do you intend to participate in: any flights as a trainee, pilot or crew member; underwater sports (SCUBA diving, hardhat, skin diving, snorkeling); sky sports (skydiving, hang gliding, parachuting, ballooning); or racing sports (auto, motorcycle, motorboat) or other hazardous avocations? *If Yes, complete supplemental form.*  Yes  No
43. Do you intend to travel or reside outside of the United States (excluding Canada)? *If Yes, give details in Remarks section.*  Yes  No
44. a. Have you had any treatment for or consultation with a physician concerning a heart attack, a stroke or cancer (other than skin cancer) within the past 2 years? *If Yes, give details in Remarks section.*  Yes  No  
 b. Have you had any change in health or any treatment by or diagnostic consultation with a physician since the date of the Part II of this Application? *If Yes, give details in Remarks section.*  Yes  No





**PART II MEDICAL HISTORY OF PROPOSED INSURED**

For each Yes answer to questions 1-9, please provide details in question 11.

1. a. Name, address and phone # of your personal physician. Dr. Edward J. Jiloca  
Prong Street Seaford DE (302) 629-4238
- b. Have you in the past 5 years consulted this, or any other physician for a routine checkup or physical examination?  Yes  No
2. Within the past 10 years, have you been treated for or had any known indication of: frequent fatigue; frequent loss of appetite; frequent night sweats; chronic diarrhea; enlarged lymph nodes; unexplained infections; or unusual skin lesions?  Yes  No
3. Have you ever received treatment, advice or counseling from a physician, other practitioner or an organization for excess alcohol use?  Yes  No
4. Have you ever used cocaine or other drugs except as prescribed by a physician or licensed practitioner?  Yes  No
5. Have you ever been treated by a member of the medical profession for, or been diagnosed by a member of the medical profession as having, Acquired Immune Deficiency Syndrome (AIDS) or AIDS-Related Complex (ARC)?  Yes  No
6. Have you ever been treated for or diagnosed as having:
  - a. Cancer; cyst; tumor; or diabetes?  Yes  No
  - b. High blood pressure; stroke; heart murmur; disease or disorder of the heart, blood or circulatory system?  Yes  No
  - c. Any mental or nervous disorder; epilepsy; any muscular or skeletal disorder; or any paralysis or deformity?  Yes  No
  - d. Disease or disorder of: kidneys, lungs, stomach, liver, lymph glands; digestive system; or urinary system?  Yes  No
7. Are you now receiving any treatment or medication?  Yes  No
8. Other than the above, do you have any other physical disorders, or have you within the past 5 years: had any other diagnostic consultations for other than AIDS or ARC; been a patient in a medical facility; or been advised to have any other diagnostic tests other than an HIV test, hospitalization or surgery?  Yes  No
9. a. Height 6 ft. 4 in. b. Weight 254 lbs.
- c. Have you had any change in weight in the past year?  Yes  No
- d. If Yes, how much?  Gain  Loss lbs.

10. Family history	Age(s) if living	Age(s) at death	Health status or cause of death
Father		65	illness
Mother	92		excellent
Siblings # Living # Deceased	52		excellent

11. Explain Yes answers to questions 1-9 below. Attach additional sheet, if necessary.

Question #/Letter	Initial consult/onset Month/year	Last #8-ophthalmoscopic suggest left knee consult/recovery Month/year	Type of consult, diagnosis, treatment, medication, etc.	Physician/facility name, address & phone #
1b	February 2001		insurance medical exam	Dr. Chen (609) 532-9900
1b	March 2001		EW/Spec-annual physical	Dr. Jiloca (302) 629-4238
1b	May 2001		Prescription - cold	Dr. Pravin (609) 666-0958
	1999		Annual check-up	Lowell DE (302) 445-2235
			check-up for paronychia	Dr. Elizabeth Burke
				Shawboro, MD (410) 246-4431

**NEW ENGLAND LIFE INSURANCE COMPANY**

Company use only: Additions and Amendments

**Declarations**

**General.** To the best of my knowledge and belief, the answers recorded are true and complete. In those states where written consent is required by law, my agreement in writing is required to any entry made by the Company in the Company Use section as to (a) age; or (b) plan of insurance; or (c) riders; or (d) amounts; or (e) rate class.

**When Insurance Takes Effect.** If a prepayment is made in connection with this Application, the insurance will take effect as stated in the Prepayment Receipt and Temporary Life Insurance Agreement. Otherwise, the insurance will take effect only when the first premium is paid; provided that at the time of such payment: (a) this Application has been approved by the Company; and (b) there has been no change in insurability as represented in this Application since the date of the Application.

**Limitation on Authority of Producers and Examiners.** Producers and Examiners do not have authority: (a) to determine insurability; (b) to change any terms of this Application; or (c) to make a contract for the Company.

**Authorization**

In order that insurance can be issued, I authorize each of the following having records or knowledge of me or my health to give this information to the Company: a medical practitioner; a medical facility; an insurance company; the Medical Information Bureau; a consumer reporting bureau; and any other company, concern or person. If insurance on any minor child is applied for, this authorization extends to the records and knowledge of that child and the child's health. Information received by the Company may be disclosed to third parties in the conduct of the Company's business.

I authorize the preparation and procurement of an investigative consumer report.

I understand that: I have a right of access to and correction of all information obtained by the Company; I can ask to be interviewed with respect to any investigative consumer report; and I can ask for a copy of any such report. A photocopy of this authorization is as valid as the original. This authorization is valid for 30 months from the date it is signed. I have received a Notice of Information Practices; this Notice gives a more detailed description of the information practices of the Company.

**Owner's Certification (in lieu of W-9)**

I am  I am not subject to backup withholding under Section 3406 (a)(1)(c) of the Internal Revenue Code. Under penalties of perjury, I certify that the information in this section is true, correct and complete.

<b>Signatures</b>		
Signed at: City	<i>Woburn MA</i>	Date <i>1/15/02</i>
X Proposed Insured (Parent, if Proposed Insured is under age 18)	<i>[Signature]</i>	
X Applicant if other than Proposed Insured	<i>[Signature]</i>	
X Owner if other than Proposed Insured or Applicant		Date <i>1/15/02</i>
X Producer	<i>[Signature]</i>	

If Issue State is Florida, Producer Print Name Here

Florida State Insurance License #:

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# **EXHIBIT B**

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Variable Life Policy

**Insured**  
Ronald T Moore

**Policy Number**  
1Y203173

**Plan**  
Flexible Premium Adjustable Variable Life

New England Life Insurance Company Agrees to pay the Death Benefit of this Policy to the Beneficiary on receipt of proof of the death of the Insured; and to provide the other rights and benefits of the Policy.

These agreements are subject to all of the provisions of the Policy.

Signed on the Date of Issue for the Company at its

Administrative Office:  
501 Boylston Street  
Boston, Massachusetts 02117



President



Secretary

**Flexible Premium Adjustable Variable Life Policy**

- The Death Proceeds are payable at the death of the Insured if the Policy is in force.
- The Policy can be adjusted by increasing or decreasing the Face Amount.
- The amount and frequency of premium payments can be changed.
- The Policy does not share in dividends.

**THE DEATH BENEFIT ON THE POLICY DATE WILL BE EQUAL TO THE FACE AMOUNT SHOWN IN SECTION 1. THEREAFTER, THE DEATH BENEFIT CAN VARY FROM DAY TO DAY. IT CAN INCREASE OR DECREASE, DEPENDING ON SEPARATE INVESTMENT ACCOUNT PERFORMANCE AND ON FIXED ACCOUNT INTEREST. SEE SECTION 8. THE CASH VALUE OF THIS POLICY CAN VARY FROM DAY TO DAY. IT CAN INCREASE OR DECREASE, DEPENDING ON SEPARATE INVESTMENT ACCOUNT PERFORMANCE AND ON FIXED ACCOUNT INTEREST. SEE SECTION 12.**

**Please Read Your Policy Carefully**

This Policy is a legal Contract between you and the Company.

**RIGHT TO RETURN THE POLICY**

When this Policy is issued or when you receive an increase in Face Amount, you should examine it. You can return the Policy or the increase in Face Amount (See Section 14) to the Company or its Agent for any reason within 10 days after you receive it from the Company. If you return an increase in Face Amount: any Monthly Deduction and any Administrative Charge for the increase in Face Amount will then be credited to the Policy; and the increase in Face Amount will be cancelled from the start. Otherwise, if you return the Policy: an amount equal to the sum of (a) the difference, if any, between any premium paid plus any unscheduled payment made and the amounts allocated to the Variable Account and the Fixed Account and (b) the value of any amounts allocated to the Variable Account and the Fixed Account will be refunded to you; and the Policy will be cancelled from the start.

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## Policy Provisions

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1. Policy Schedule

**Owner and Beneficiary**  
As named in the Application or as later changed. See the Owner and Beneficiary Section of the Policy.

**Policy Number**  
1Y203173

**Age**  
60

**Sex**  
Male

**Policy Date**  
December 20, 2004

**Policy Loan Interest Rate**  
4.75%

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 1 WILL BE CHANGED. SEE SECTION 14.

**Schedule of Benefits**

Flexible Premium Adjustable Variable Life

Death Benefit Option: 1  
Definition of Life Insurance Test:  
Cash Value Accumulation Test

Corridor:  
Net Single Premium

**Face Amount**  
\$10,000,000

**Date of Issue**  
December 20, 2004

**Policy Class**  
Nonsmoker Standard

Flexible Premium Adjustable Variable Life		\$10,000,000
Maximum Monthly Policy Fee	\$10.00	
Maximum Monthly Face Amount Increase Administrative Charge	for 12 months, lesser of: \$0.00080 times Face Amount Increase; and \$25	
Maximum Monthly Mortality and Expense Risk Charge	\$0.000625 times Cash Value at the beginning of the day	

**Schedule of Annual Premiums**

<b>Planned Annual Premium:</b>		
Year	1	\$771,862.96 *
Years	2- 3	\$771,863.00
Thereafter		\$0.00
<b>Monthly Minimum Premium:</b>		\$3,269.75
<b>Maximum Premium Expense Charge:</b>		10.0%

This coverage may expire if premiums paid are insufficient to continue the coverage. There may be little or no Cash Value at that time.

\* If the Planned Annual Premium is paid on the first day of each policy year, and the investment return of the Policy's sub-accounts is 4% in all years and the guaranteed maximum charges apply in all years, this Policy will terminate in policy year 40 unless additional premium is paid.

  
Secretary

2. Table of Guaranteed Maximum Cost of Insurance Rates per \$1,000

Based on the 1980 CSO Table B

Policy Number  
1Y203173

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 2 WILL BE CHANGED. SEE SECTION 14.

Policy Year	Monthly Rate	Policy Year	Monthly Rate
1	1.2267	21	7.4858
2	1.3333	22	8.1617
3	1.4558	23	8.9317
4	1.5967	24	9.8042
5	1.7542	25	10.7583
6	1.9258	26	11.7817
7	2.1075	27	12.8475
8	2.3008	28	13.9575
9	2.5025	29	15.1033
10	2.7217	30	16.2950
11	2.9658	31	17.5442
12	3.2458	32	18.8758
13	3.5700	33	20.3442
14	3.9442	34	22.0033
15	4.3642	35	24.1133
16	4.8200	36	27.0742
17	5.3042	37	31.7475
18	5.8083	38	39.8075
19	6.3292	39	54.7817
20	6.8808	40	83.3333

  
Secretary



3. Table of Net Single Premiums

Policy Number  
1Y203173

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 3 WILL BE CHANGED. SEE SECTION 14.

Policy Year	NSP	Policy Year	NSP
1	.5144007	21	.7845287
2	.5318704	22	.7959443
3	.5455833	23	.8071074
4	.5593912	24	.8179259
5	.5732413	25	.8283009
6	.5870962	26	.8381937
7	.6009370	27	.8476017
8	.6147717	28	.8565898
9	.6286058	29	.8652322
10	.6424666	30	.8736410
11	.6563470	31	.8819421
12	.6702161	32	.8902902
13	.6840078	33	.8988720
14	.6976349	34	.9078981
15	.7110004	35	.9176688
16	.7240348	36	.9283859
17	.7367149	37	.9401686
18	.7490520	38	.9528946
19	.7610935	39	.9661403
20	.7729070	40	.9790418

  
Secretary

4. Accounts Available on December 20, 2004

Variable

State Street Research Money Market Portfolio  
Zenith Equity Portfolio  
State Street Research Bond Income Portfolio  
MetLife Stock Index  
MFS Total Return Portfolio  
Harris Oakmark Focused Value Portfolio  
FI Value Leaders Portfolio  
Fidelity VIP Equity-Income Sub-account  
Fidelity VIP Overseas Sub-account  
Loomis Sayles Small Cap Portfolio  
Fidelity VIP High Income Sub-account  
State Street Research Large Cap Growth Portfolio  
FI International Stock Portfolio  
Davis Venture Value Portfolio  
MFS Investors Trust  
FI Mid Cap Opportunities Portfolio  
Met/Putnam Voyager Portfolio  
Russell 2000 Index Portfolio Sub-account  
Lehman Brothers Aggregate Bond Index Portfolio  
Morgan Stanley EAFE Index Portfolio  
State Street Research Aurora Portfolio  
MetLife Mid Cap Stock Index Portfolio  
American Funds Growth Funds  
American Funds Growth & Income Fund  
American Funds Global Small Cap Fund  
Janus Aggressive Growth Portfolio  
State Street Research Investment Trust  
Franklin Templeton Small Cap Growth Portfolio  
Neuberger Berman Partners Mid Cap Value Portfolio  
T. Rowe Price Mid-Cap Growth Portfolio  
PIMCO PEA Innovation Portfolio  
Harris Oakmark Large Cap Value Portfolio  
Met/AIM Mid Cap Core Equity Portfolio  
Met/AIM Small Cap Growth Portfolio  
PIMCO Total Return Portfolio  
Harris Oakmark International Portfolio  
State Street Research Large Cap Value Portfolio  
Neuberger Berman Real Estate Portfolio  
MFS Research International Portfolio  
Lord Abbett Bond Debenture Portfolio  
T. Rowe Price Small Cap Growth Portfolio  
T. Rowe Price Large Cap Growth Portfolio

Fixed

Fixed Account

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## 5. Contract

### **The Contract**

This Policy is a legal contract between the Owner of the Policy (called "you") and New England Life Insurance Company, a Massachusetts corporation, (called "the Company"). The Policy, which includes the attached Application and any Application for adjustment of the Policy, is the entire contract between you and the Company. All riders are listed in Section 1. A change in or waiver of the provisions of the Policy must be signed by the President or the Secretary of the Company to be valid.

### **Payments Under the Contract**

All contract amounts are in dollars of the United States of America. Payments by the Company under the contract will be made at the Home Office of the Company. The obligations of the Company are subject to all payments made and actions taken by the Company under the Policy before receipt by the Company at its Administrative Office of proof of death of the Insured.

### **Dates**

Policy years, months and anniversaries are all measured from the Policy Date. Contestable and suicide periods start on the Date of Issue and on the Adjustment Date for each increase in Face Amount. The Policy Date, the Date of Issue and each Adjustment Date are all shown in Section 1.

### **Not Contestable After Two Years**

Insurance is issued by the Company in reliance on the statements made in the Application for the insurance. Those statements are representations; they are not warranties. No statement can be used to contest or rescind insurance or to defend against a claim unless contained in the Application for the insurance. The insurance issued under this Policy will not be contestable after it has been in force during the life of the Insured:

- With respect to the amount of Death Benefit which results from other than payments for which proof of insurability is required, for two years from the Date of Issue; and

- With respect to any amount of Death Benefit which results from a payment for which proof of insurability is required, for two years from the date that payment is received; and
- With respect to the amount of the Death Benefit associated with each increase in Face Amount, for two years from the Adjustment Date for that increase.

### **Suicide Within Two Years**

If the Insured dies by suicide while sane or insane within two years from the Date of Issue, the Death Benefit will be limited to: the amount of the premiums paid; less any Policy Loan Balance on the date of death; and less any partial surrenders.

If the Insured dies by suicide while sane or insane more than two years after the Date of Issue but within two years from the Adjustment Date for an increase in Face Amount, the Death Benefit for that increase in Face Amount will be limited to the Monthly Deductions and any Face Amount Increase Administrative Charge made to pay for that increase.

### **Age and Sex of Insured**

The age of the Insured on the Policy Date and on each policy anniversary means the age at the nearest birthday of the Insured. For an increase in Face Amount during a policy year, age means age at the start of that policy year.

If the age or sex of the Insured has not been correctly stated in the Application, the Death Benefit will be the amount that the most recent Monthly Deduction which was made would have provided for the correct age and sex.

### **Claims of Creditors**

The Policy and payments under it are exempt from the claims of creditors to the extent allowed by law.

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**Basis of Values**

"1980 CSO" means Commissioners 1980 Standard Ordinary; it is used to describe mortality tables. Minimum Cash Values, Reserves and Guaranteed Insurance Factors are based on the mortality table shown in Section 2. Interest is compounded daily at the effective rate of 4% per year. A detailed statement of the method of computing values has been filed, where required, with the Insurance Department of the state in which the Policy is delivered. All values are equal to or in excess of the minimum values required by the law of that state.

**Periodic Reports**

The Company will send you all reports required by law and regulation. Such reports will be sent once each year or more often if required by law or regulation. The annual report will include, as of the date for which the report is made: the Death Benefit; the Cash Value; any Policy Loan Balance; and any other information required by law or regulation.

**Policy Illustration of Benefits and Values**

Upon written request the Company will send you a policy illustration which will illustrate benefits and values under the Policy.

**Postponement of Variable Benefits**

Except for a Policy Loan that will be used to pay premiums on policies issued by the Company, the Company can postpone the determination of and the payment or transfer of amounts based on separate investment account performance if:

- The New York Stock Exchange is closed for trading (except for normal weekend and holiday closing) or when trading is restricted; or
- The Securities and Exchange Commission determines that a state of emergency exists which may make payment or transfer impractical; or
- The Securities and Exchange Commission orders the Variable Account or orders the New England Zenith Fund or its successor or any other investment company or pool of investment assets in which the Variable Account is invested to postpone payment or transfer of variable benefits.

**Postponement of Surrenders, Transfers and Loans From The Fixed Account**

The Company can postpone the payment of the portion of the Policy's Net Cash Value which is in the Fixed Account for not more than six months after surrender. If payment is postponed for more than 30 days, it will be credited with interest from the date of surrender. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year.

The Company can postpone transfers from the Fixed Account for not more than six months from the date of the request. The effective date of the transfer is the date on which values are transferred from the Fixed Account.

The Company can postpone the making of any Policy Loan and any partial surrender from the Fixed Account for not more than six months from the day you apply, except Loans and partial surrenders to pay premiums on policies issued by the Company.

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## 6. The Variable Account

### **The Variable Account**

The Variable Account (called "the Account") is a separate investment account established by the Company in accordance with Delaware law and is now operated in accordance with Massachusetts law. The assets of the Account are owned by the Company. The assets of the Account will be used to provide values and benefits under this Policy and similar policies. The portion of the Account assets equal to the reserves plus other policy liabilities of the Account is not chargeable with liabilities arising out of any other business the Company may conduct. The Company reserves the right to transfer to its general account Variable Account assets which exceed the total of reserves and other liabilities of the Account. Income and realized and unrealized capital gains and losses of the Account are credited to the Account without regard to any of the Company's other income or capital gains and losses.

### **Sub-Accounts**

The Account consists of sub-accounts, each of which is invested in shares of one portfolio of the New England Zenith fund or its successor or any other investment company or pool of investment assets in which the Account is invested. Units of a portfolio are purchased for a sub-account at their net asset value.

The Policy's first investment is made in the Money Market sub-account as of the latest of:

- The Policy Date;
- The date of the Part II of the Application for the initial Face Amount, if any is required; and
- The date the first premium is received by the Company.

The Policy's Cash Value will be transferred, based on your choice, to the sub-accounts and the Fixed Account on the day the Company mails the Confirmation for the initial premium. Before this transfer, the values and benefits of the Policy will depend on the net investment performance of the Money Market sub-account. After this transfer, each net premium allocated to the Account and each net unscheduled payment allocated to the Account will be applied to the sub-accounts you chose as of the date it is received by the Company at its Administrative Office.

Each net purchase payment allocated to the Account will be credited in the form of Accumulation Units to the sub-accounts you elect. The number of Accumulation Units credited to a sub-account will be equal to the portion of the net purchase payment credited to that sub-account divided by the Accumulation Unit Value (see Section 12) for that sub-account for the applicable Valuation Period.

The number of Accumulation Units in a sub-account will be reduced whenever its value is reduced due to any of these events: a full or partial surrender; a decrease in Face Amount; a Policy Loan; a transfer; a Monthly Deduction; and payment of a Face Amount Increase Administrative Charge. The reduction is determined by dividing the dollar amount of the transaction by the Accumulation Unit Value (see Section 12) for the Sub-Account.

Each distribution of income, dividends and capital gains from a portfolio to a sub-account will be reinvested for the benefit of the owners of the policies in that sub-account at net asset value in units of the portfolio which made the distribution.

The Cash Value of the Policy at any time cannot be allocated among more than 10 sub-accounts, except with the consent of the Company; and the Fixed Account will be counted in the limit of 10.

The values and benefits of a policy depend on: the investment performance of the portfolios in which the sub-accounts are invested; and the interest credited to the Fixed Account. The Company does not guarantee the investment performance of the portfolios of the sub-accounts. You bear the investment risk for amounts invested in the sub-accounts for your Policy.

### **Choice of Sub-Accounts**

You choose the sub-accounts in which net premiums and net unscheduled payments are to be invested. See Section 4 or the current prospectus for a list of the sub-accounts of the Account. You can change the choice for future premiums and future unscheduled payments at any time by notice to the Company. The change will be effective as of the date the request is received by the Company at its Administrative Office. The portion of the net premium and the net unscheduled payment to be applied to each sub-account chosen must be a whole percent.

---

#### **Change in Portfolios**

The Company can add or remove portfolios as sub-account investments as permitted by law. When a change is made, the Company will send you: a revised prospectus for the Account which will describe all of the portfolios then available in the New England Zenith Fund or its successor or any other investment company or pool of investment assets in which the Account is invested; and any notice required by law.

When a portfolio is removed, the Company has the right to substitute a different portfolio in which the sub-account will then invest:

- The value of the removed portfolio; and
- Future net premiums and future net unscheduled payments applied to that sub-account.

#### **Transfer Option**

After 15 days from the date the Company mails the Confirmation of the first premium, you can transfer all or a portion of the Policy's existing share of a sub-account to another sub-account or to the Fixed Account. (See Restriction of New Amounts Applied to the Fixed Account provision.) Requests for transfers can be made in writing or by telephone. The Company is not responsible for determining the authenticity of transfer instructions received by telephone. Transfers will be subject to a limit of 4 in each policy year, except with the consent of the Company. A transfer out of the Fixed Account will not count against this limit.

#### **Change of Investment Policy**

The investment policy of the Account will not be changed unless: (a) the change has been approved by the Insurance Commissioner of the Commonwealth of Massachusetts; and (b) a statement of the approval process has been filed with the Insurance Department of the state in which this Policy is delivered. If the investment policy of the Account is changed, the Company will give you written notice of the change. You can then choose to convert this Policy to fixed benefit coverage. The conversion will be on the basis described in the 24 Months Conversion Right section. (See Section 15.) Your request to convert this Policy must be made within 60 days of the later of (a) the effective date of the investment policy change; or (b) the date you receive the notice of the change.

#### **Rights Reserved by the Company**

The Company reserves the right to take certain actions subject to compliance with law including, if required, the approval of the owners of the policies. These actions are: (a) to create new investment accounts; (b) to combine any two or more separate investment accounts, including the Account; (c) to invest some or all of the assets of the Account other than in the New England Zenith Fund; (d) to invest some or all of the assets of the Account in any other investment company or pool of investment assets chosen by New England Life Insurance Company; (e) to remove a portfolio in which the sub-account is invested or to substitute a different portfolio; (f) to operate the Account as a management investment company and to charge investment advisor fees under the Investment Company Act of 1940 or to operate the Account in any other form permitted by law; and (g) to deregister the Account under the Investment Company Act of 1940 if registration is no longer required.

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## 7. The Fixed Account

### **The Fixed Account**

The Fixed Account is a segmented fund within the general account of the Company.

If you choose the Fixed Account, the first date on which money is applied to the Fixed Account for the Policy is the latest of:

- The date the Company mails the Confirmation for the initial premium; and
- The effective date of the choice of the Fixed Account.

Before this date, the value of the portion of the net premium and any net Unscheduled Payment allocated to the Fixed Account will depend on the net investment performance of the Money Market sub-account of the Variable Account. After this date, each net premium allocated to the Fixed Account and each net unscheduled payment allocated to the Fixed Account will be applied as of the date it is received by the Company at its Administrative Office. Each transfer to the Fixed Account will be applied as of the transfer date.

### **Fixed Account Interest**

Except as noted in the Repayment of Loans provision of Section 13, the rate of interest for each amount applied to the Fixed Account: will be the rate set by the Company in advance for the date the amount is applied to the Fixed Account; and will not be less than a rate equivalent to an annual effective rate of 4%. The effective interest rate used on the Policy will be the weighted average of all such rates for the Policy.

Each year, on the policy anniversary, the Company will determine a portion, if any, of the Policy's portion of the Fixed Account which will be reinvested at the rate effective on that date.

Interest will be credited to the Fixed Account on a daily basis.

### **Restriction of New Amounts Applied to the Fixed Account**

The Company reserves the right to restrict new amounts applied to the Fixed Account if the rate of interest that would be used for the new amount is a rate equivalent to an annual effective rate of 4%.

### **Transfers Out of the Fixed Account**

You can transfer a limited amount of the Policy's portion of the Fixed Account to the sub-accounts once within 30 days after each policy anniversary. The transfer will be limited to the greater of: 25% of the Policy's portion of the Fixed Account on the transfer date; and the amount of the Policy's portion of the Fixed Account transferred to the sub-accounts the prior year. However, if less than \$100.00 would remain in the Fixed Account after the transfer, you can transfer the remainder to the sub-accounts. Requests for transfers can be made in writing or by telephone. The Company is not responsible for determining the authenticity of transfer instructions received by telephone.

### **Choice of the Fixed Account**

You can choose to have net premiums and net unscheduled payments applied to the Fixed Account. You can change the choice for future net premiums and future net unscheduled payments at any time by notice to the Company in writing. (See the Restriction of New Amounts Applied to the Fixed Account provision.) The portion of the net premium and net unscheduled payment to be applied to the Fixed Account must be a whole percent.

## 8. Death Benefit

### Death Benefit

The Company will pay a Death Benefit to the Beneficiary upon receipt of proof of the death of the Insured. The amount of the Death Benefit will depend on the Death Benefit Option in effect on the date of death if death occurs prior to age 100. If death occurs on or after age 100, the Death Benefit will equal the greater of: the Cash Value on the date of death; and the Face Amount of the Policy if, at age 100, the Policy has a Guaranteed Death Benefit Rider attached and the Guarantee is in effect. The amount payable in either event will be reduced by any Policy Loan Balance on the date of death. If the Insured dies during the grace period, an amount will be deducted from the policy proceeds to cover Monthly Deductions to the date of death. The policy proceeds will be paid in one sum unless all or part of the proceeds is applied to a Payment Option. (See Payment of Benefits, Section 17.)

### Definition of Life Insurance Test

This Policy is intended to qualify as a flexible premium adjustable life insurance contract under the Internal Revenue Code (called "the Code") and any interpretive regulation or rulings by the Internal Revenue Service. The Code provides two tests to determine whether the policy meets the definition of life insurance: the Cash Value Accumulation Test; and the Guideline Premium Test. The Test used for the life of this Policy will be the one chosen in the original Application; that Test cannot be changed.

If you choose the Cash Value Accumulation Test, the Death Benefit will not be less than: the Policy's Cash Value plus the pro rata portion of any Monthly Deduction made for a period beyond the date of death; divided by the Net Single Premium. (See Section 3.)

If you choose the Guideline Premium Test, the Death Benefit will not be less than a percentage of: the Policy's Cash Value plus the pro rata portion of any Monthly Deduction made for a period beyond the date of death. The percent used will be based on the age of the Insured at the beginning of the policy year as shown in the Table of Applicable Percentages below.

Table of Applicable Percentages

Age	Applicable Percent	Age	Applicable Percent
0 through 40	250	61	128
41	243	62	128
42	238	63	124
43	229	64	122
44	222	65	120
45	215		
46	209	66	119
47	203	67	118
48	197	68	117
49	191	69	116
50	185	70	115
51	178	71	113
52	171	72	111
53	164	73	109
54	157	74	107
55	150	75 through 90	105
56	146	91	104
57	142	92	103
58	138	93	102
59	134	94 through 99	101
60	130	100	100

### Death Benefit Options

This Policy provides two Death Benefit Options. The Death Benefit Option will be as chosen in the Application or as later changed. The Death Benefit Option is shown in Section 1.

If Option 1 is chosen, the Death Benefit equals the greater of:

- The Face Amount shown in Section 1; and
- The death benefit required by the Cash Value Accumulation Test or the Guideline Premium Test, depending on the Definition of Life Insurance Test chosen for this Policy.

If Option 2 is chosen, the Death Benefit equals the greater of:

- The Face Amount shown in Section 1 plus the Cash Value; and
- The death benefit required by the Cash Value Accumulation Test or the Guideline Premium Test, depending on the Definition of Life Insurance Test chosen for this Policy.

When you apply for an Adjustable Term Rider, you can choose to have the Term Amount of the Rider added to the Face Amount of the Policy for purposes of calculating the Death Benefit. Your choice cannot be changed.



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## 9. Premiums

### Changing the Death Benefit Option

After the first policy year you can change the Death Benefit Option by written application to the Company. A change in Death Benefit Option will be effective on the Adjustment Date shown in the new Policy Schedule.

Except with the consent of the Company, a change from Option 1 to Option 2 can be made only if the Face Amount after the change will be at least \$50,000. If you change from Option 1 to Option 2:

- The Face Amount will be decreased such that the Death Benefit immediately before and after the change is the same; and
- A decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis.

A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy. If you chose the Guideline Premium Test for the Policy, a portion of the Cash Value will be paid to you if necessary in order to allow the Policy to continue to qualify as life insurance.

If you change from Option 2 to Option 1:

- The Face Amount will be increased such that the Death Benefit immediately before and after the change is the same; and
- This increase in Face Amount will be applied to the initial Face Amount and to each prior increase in Face Amount on a pro rata basis.

The requirements in the Increase in Face Amount provision of Section 14 do not apply to a change from Option 2 to Option 1.

### Payment

Premiums are payments made to the Company to pay for the Policy. The Policy will not be in force until the first premium is paid. The Company will send you a Confirmation for the first premium. After the first premium is paid, premiums can be paid: at any time; and in any amount, subject to the Limits on Premiums below. Payments can be made at the Administrative Office of the Company or at any Agency of the Company. A receipt for payment signed by the Secretary of the Company will be given on request. Unless you request otherwise in writing to the Company, any payment received by the Company when a Policy Loan exists on the Policy will be used: *first*, as a planned premium; *second*, as payment of the loan interest due; *third*, as a repayment of the Policy Loan; and *fourth*, as an unscheduled payment.

### Amount and Frequency

Planned annual premiums are shown in Section 1. Payments and Planned Premium Dates can be annual, semi-annual or quarterly or can be at any frequency agreed to by the Company. (See Limits on Premiums below.)

Unscheduled payments can be made at any time. (See Limits on Premiums below.)

Cash Values and Death Benefits will be permanently affected by the amount and frequency of planned and unscheduled payments.

### Limits on Premiums

Payments are subject to these limits:

- No payment can be made at and after age 100, except as stated in the Grace Period provision (see Section 10); and
- No payment can be less than \$25; and
- Total planned and unscheduled payments will be limited to the Company's published maximum; and
- No unscheduled payment can be made if it increases the Death Benefit by more than it increases the Cash Value, except with evidence of insurability and the consent of the Company; and
- No planned premium can be increased except with the consent of the Company.

---

## 10. Monthly Deduction

If you have selected the Guideline Premium Test for the Policy (see Section 8, Definition of Life Insurance Test), premiums on this Policy are limited to an amount no greater than that allowing the Policy to continue to qualify.

### Net Payments

Each net premium and each net unscheduled payment equals: the payment; *less* no more than the Maximum Premium Expense Charge at the rate shown in Section 1.

### Monthly Deduction

On the first day of each policy month, whether or not premiums are paid, the Company will make a Monthly Deduction for that policy month from the Cash Value of this Policy. The amount of the Monthly Deduction for a policy month equals:

- The cost of insurance and the cost of all riders for the policy month;  
PLUS
- An amount not greater than the Maximum Monthly Policy Fee shown in Section 1;  
PLUS
- A monthly Mortality and Expense Rider Charge not greater than the Maximum stated in Section 1.

If the Policy meets the Monthly Minimum Premium test (see below) or if a Guarantee Death Benefit Rider is attached and the Guarantee is in effect, whether or not premiums are paid, the Monthly Deduction will be made until the Cash Value equals zero. Otherwise, the Monthly Deduction will be made as long as the Net Cash Value is sufficient to cover the entire Monthly Deduction. This provision will not continue any rider beyond the termination date as provided in the rider.

The Monthly Deduction will reduce the sub-accounts and the Fixed Account in the same proportion as the Cash Value of the Policy is in the sub-accounts and the Fixed Account. However, you can choose in writing to have Monthly Deductions reduce: a specific sub-account until the Policy's portion of that sub-account equals zero; and then the remaining sub-accounts and the Fixed Account in the same proportion as the Cash Value of the Policy is in the sub-accounts and the Fixed Account.

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**Cost of Insurance**

The monthly cost of insurance equals: the amount at risk; times the cost of insurance rate per \$1,000 for that month divided by 1,000. The amount at risk equals:

- The Death Benefit on the first day of the policy month discounted at .3273745% (the monthly equivalent of 4% per year);  
LESS
- The Cash Value on the first day of the policy month after the deduction of: the cost of insurance and the cost of any riders for the policy month; plus the Monthly Policy Fee.

**Cost of Insurance Rates**

The cost of insurance rates will be set by the Company each year on the policy anniversary, based on the expectations of the Company as to future experience.

The Table of Guaranteed Maximum Cost of Insurance Rates per \$1,000 (see Section 2) shows the maximum guaranteed rate for each policy month which starts on the Policy Date or a policy anniversary. The rates between anniversaries vary monthly based on the assumption of uniform distribution of deaths throughout the policy year. The cost of insurance rates for each policy year for the initial Face Amount and for each increase in Face Amount are based on: the sex of the Insured; the underwriting class of the Insured; and the age of the Insured on the first day of the policy year.

**Monthly Deduction Adjustment At Death**

The portion of any Monthly Deduction made for a period beyond the date of death will be added to the policy proceeds unless this amount has already been included in the Death Benefit as described in the Definition of Life Insurance Test provision in Section 8. If the Insured dies during the grace period, an amount will be deducted from the policy proceeds to cover Monthly Deductions to the date of death.

**Grace Period**

Unless the Policy meets the Monthly Minimum Premium test or unless a Guaranteed Death Benefit Rider is attached and the Guarantee is in effect, if the Net Cash Value on the first day of a policy month is not enough to cover the Monthly Deduction for that month, the Company will mail a premium notice to you and any assignee at the addresses on record with the Company. There is a grace period of 62 days from the date when the Monthly Deduction was due in which to pay a premium large enough to permit the Monthly Deduction to be made. The insurance remains in force during the grace period. If the premium remains unpaid at the end of its 62-day grace period, the Policy will lapse without value. Any riders will also lapse without value unless otherwise stated in the rider.

**Monthly Minimum Premium**

If certain criteria are met, this Policy will not be lapsed even if the Net Cash Value on the first day of the policy month is not enough to cover the Monthly Deduction due for that month. During the first three policy years, on the first day of each policy month, the Company will test for this benefit unless this Policy is the result of exercising a Change to a New Insured rider.

The test will compare (a) to (b), where: (a) equals the total of the Monthly Minimum Premiums for the Policy from the Policy Date to that policy month; and (b) equals the total premiums paid to date less all partial surrenders and any Cash Value paid to you to allow the Policy to continue to qualify as life insurance and any Policy Loan Balance at that time. If (b) is greater than or equal to (a), the Policy will not be lapsed if the Net Cash Value on the first day of the policy month is not enough to cover the Monthly Deduction due for that month.

The Monthly Minimum Premium is shown in the Policy Schedule. (See Section 1.) This Premium will be recalculated when: the Face Amount is decreased; the amount provided by riders attached to this Policy is changed; a partial surrender is made which results in a decrease in Face Amount; or the underwriting class of this Policy and its riders is changed to a more favorable underwriting class.

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## 11. Reinstatement After Lapse

### **Reinstatement**

If the Policy lapses, the Policy and riders can be reinstated. (See Limitations on Reinstatement below.) Reinstatement is subject to:

- Written application to reinstate; and
- Proof that the Insured is insurable; and
- Payment of a premium large enough to keep the Policy and any riders in force for at least two months; and
- Payment or reinstatement of any Policy Loan Balance which existed on the date when the Policy lapsed.

### **Limitations on Reinstatement**

The Policy and riders cannot be reinstated, except with the consent of the Company, if more than seven years have passed since the date of lapse.

Any rider which provides life or disability insurance on a person other than the Insured can be reinstated only as stated in the rider.

### **Effective Date of Reinstatement**

Reinstatement will take effect: only if the application for reinstatement is approved by the Company; and only when the premium for reinstatement has been paid, provided that at the time of payment there has been no change in insurability as represented in the application for reinstatement.

## 12. Cash Value of the Policy

### **Cash Value**

The first net premium will be credited to the Policy as of the latest of:

- The Policy Date;
- The date of the last Part II of the Application for the initial Face Amount; and
- The date the first premium is received by the Company.

Each future net premium will be credited to the Cash Value as of the date it is received by the Company.

Until the day the Company mails the Confirmation of the initial premium, the Cash Value of the Policy equals the number of Accumulation Units credited to the Money Market sub-account for the Policy times the applicable Accumulation Unit Value for the sub-account. Thereafter, the Cash Value of the Policy equals: the number of Accumulation Units credited to each sub-account for the Policy times the applicable Accumulation Unit Value for each sub-account; plus the Policy portion of the Fixed Account; plus the amount transferred to the general account of the Company because of Policy Loans on the Policy. (See Section 13.) The amount of the Cash Value depends on: the frequency and amount of net planned premiums; the frequency and amount of net unscheduled payments; investment performance of the chosen sub-accounts; interest credited to the Policy's portion of the Fixed Account; Month Deductions; partial surrenders; increases and decreases in Face Amount; transfers among sub-accounts and the Fixed Account; and Policy Loans. The Cash Value can increase or decrease on a daily basis, depending on: the actual investment performance of the chosen sub-accounts; and the interest credited to the Policy's portion of the Fixed Account. (See Net Investment Factor below.)

The Cash Value of the Policy is not increased by the cash value of any rider, unless stated in the rider.

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### **Accumulation Unit Value**

An Accumulation Unit Value is determined for each sub-account for each Valuation Period. The Accumulation Unit Value of each sub-account for its first Valuation Period after it was added to the Account was set at \$100.00 taking into account the performance history of the underlying investment company. For each later Valuation Period, each Accumulation Unit Value equals:

The Net Investment Factor for that Valuation Period;

TIMES

The Accumulation Unit Value for the immediately preceding Valuation Period.

The Net Investment Factor depends on the investment performance of the sub-accounts elected and can be greater or less than one. Therefore, the Accumulation Unit Value can increase or decrease.

### **Net Investment Factor**

For each Valuation Period, the Net Investment Factor for each sub-account is determined by dividing (a) by (b); where:

(a) equals the net asset value per unit of the portfolios held in the sub-account as of the end of that Valuation Period;

PLUS

if the ex-dividend date occurs during that Valuation Period, the per unit amount of all dividend and capital gains distributions made by the portfolios held in the sub-account;

MINUS

a per unit amount of any taxes incurred by the Account, or amounts set aside as a reserve for such taxes during that Valuation Period; and

(b) equals the net asset value per unit of the portfolios held in the sub-account for the immediately preceding Valuation Period.

### **Net Cash Value**

The Net Cash Value equals:

- The Cash Value of the Policy;
- LESS
- Any Policy Loan Balance.

### **Surrender of the Policy**

You can surrender the Policy for its Net Cash Value at any time by notice to the Company in writing. Upon surrender, the Policy will be cancelled. The Net Cash Value will be paid to you in one sum, unless you choose in writing to apply all or part to a Payment Option. (See Payment of Benefits, Section 17.) If you surrender the Policy during the grace period, an amount will be deducted from the Net Cash Value to cover the Monthly Deduction to the date of surrender.

### **Monthly Cost of Insurance Adjustment At Surrender or Partial Surrender**

The pro rata portion of any monthly cost of insurance deduction made for a period beyond the date of surrender will be added to the surrender proceeds.

### **Valuation Periods and Valuation Dates**

A Valuation Period for each sub-account is a period:

- Which starts on a Valuation Date; and
- Which ends on the next succeeding Valuation Date.

Each day the New York Stock Exchange is open for trading is a Valuation Date.

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## 13. Policy Loans

### Policy Loans

You can borrow all or part of the Loan Value of the Policy by request, in a manner satisfactory to the Company. Unless the Company consents otherwise, no request can be made until after 15 days from the date the Company mails the Confirmation for the first premium. Policy Loans are made on the sole security of the Policy. The amount you can borrow at any time equals the Loan Value less any Policy Loan Balance at that time.

Unless you request otherwise, Policy Loans will reduce *first*, the Policy's share of the sub-accounts proportionately and *second*, the Policy's portion of the Fixed Account, except as noted below in the Interest on Loans; Policy Loan Balance provision. Assets equal to the amount of the Loan:

- Will be transferred to the general account of the Company; and
- Will earn interest at the effective rate per year of not less than: the Policy Loan Interest Rate; less .75%.

Policy Loans, whether or not repaid, can have a permanent effect on Cash Values and Death Benefits.

### Loan Value

The Loan Value of the Policy equals 90% of the Cash Value of the Policy on the date the Loan is made.

### Interest on Loans; Policy Loan Balance

Interest will be charged on Policy Loans at the Policy Loan Interest Rate shown in Section 1. Interest accrues daily. The Policy Loan Balance at any time means Policy Loans outstanding plus interest accrued to date. Loan interest is due on the policy anniversary each year. Loan interest not paid when due will be added to the Loan and interest will be charged on it; when loan interest is added to the Loan, the Policy's share of the sub-accounts and the Policy's portion of the Fixed Account will be reduced proportionately.

### Repayment of Loans

Policy Loans can be repaid to the Company any time in whole or in part. Loan repayment will be allocated: *first*, to repay the Loan made against the Fixed Account; and *second*, unless you request otherwise, to repay the Loans made against the sub-accounts in the same proportion as the Policy is invested in the sub-accounts at the time of repayment of the Policy Loan.

The rate of interest for each loan repayment allocated to the Fixed Account will be the lesser of: the rate set by the Company in advance for the date the loan repayment is allocated to the Fixed Account; and the effective interest rate (see Fixed Account Interest) for the Policy on the date of the repayment.

A Policy Loan is a charge against the Policy. The proceeds of the Policy will be reduced by any Policy Loan Balance on the date of death of the Insured. If the Policy Loan Balance at any time exceeds the Cash Value of the Policy (called "excess Policy Loan"), the Company will mail a notice to you and to any assignee. The notice will be mailed to the addresses on record with the Company. If the excess amount is not paid to the Company within 62 days after the mailing of the notice, the Policy will lapse without value.

Unless you request otherwise, any payment received by the Company when a Policy Loan exists on the Policy will be used: *first*, as planned premium; *second*, as payment of the loan interest due; *third*, as a repayment of the Policy Loan; and *fourth*, as an unscheduled payment.

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## 14. Adjustment

### **Increase in Face Amount**

After the first policy year, the Face Amount can be increased effective on the first day of any policy month. An increase in Face Amount is subject to:

- Written application to increase the Face Amount;
- Proof that the Insured is insurable;
- New insurance for the amount of the increase on the same plan at the age of the Insured on the Adjustment Date being allowed under the underwriting rules of the Company;
- The amount of the increase being at least \$10,000, except with the consent of the Company;
- A Monthly Deduction for the increase. (See Monthly Deduction, Section 10.); and
- If the increase is medically underwritten, a monthly Face Amount Increase Administrative Charge not greater than the Maximum stated in Section 1, to be deducted from the Cash Value in the same manner as the Monthly Deduction (see Monthly Deduction, Section 10).

The amount of any rider which is attached to the Policy can be increased only as stated in the rider.

The Application to increase the Face Amount must be signed by the Insured and by you. An increase will be effective on the Adjustment Date shown in the new Policy Schedule.

### **Decrease in Face Amount**

After the first policy year, the Face Amount may be decreased effective on the first day of any policy month by written application to the Company; but only if the Face Amount which will remain after a decrease is at least \$50,000, except with the consent of the Company. No part of the Cash Value will be paid to you unless you chose the Guideline Premium Test for the Policy and paying a portion of the Cash Value is necessary in order to allow the Policy to continue to qualify as life insurance. Any decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis, except with the consent of the Company. The

Death Benefit will be recalculated based on the new Face Amount and the Cash Value. A decrease in Face Amount will be effective on the Adjustment Date shown in the new Policy Schedule. A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy.

### **Partial Surrender**

After 15 days from the date the Company mails the Confirmation of the first premium, you can make a partial surrender by written request to the Company. A portion of the Cash Value will be paid to you. In each policy year, partial surrenders will be limited, except with the consent of the Company, to: 20% of the Net Cash Value on the day the first partial surrender is made for the policy year; or, if less, the Loan Value minus any Policy Loan Balance. The amount of the partial surrender will be deducted from the Cash Value. The Death Benefit of the Policy will be based on the Face Amount after the partial surrender and the reduced Cash Value. The Face Amount of the Policy will be reduced, if necessary, so the amount at risk after the partial surrender is not greater than the amount at risk before the partial surrender. (See Cost of Insurance, Section 10). Any decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis, except with the consent of the Company. The Face Amount which will remain after the partial surrender must be at least \$50,000, except with the consent of the Company. A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy.

Unless you request otherwise, a partial surrender will reduce: *first*, the Policy's portion of the sub-accounts proportionately; and *second*, the Policy's portion of the Fixed Account.

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## 15. 24 Months Conversion Right

### Adjustment of the Policy

The Policy Schedule and Sections 2 and 3, must be changed to reflect an increase or a decrease in the Face Amount. The Policy Schedule must be changed also to reflect a change in the Death Benefit Option. The new Policy Schedule and the new Sections 2 and 3, and the Application for the adjustment will be made part of the Policy when the Company, at its option,:

- Sends you a new Policy Schedule, and new Sections 2 and 3, and a copy of the Application for the adjustment for you to attach to the Policy; or
- Requires that the Policy be returned to have the new Policy Schedule and new Sections 2 and 3, and a copy of the Application for the adjustment attached to the Policy by the Company; or
- Sends you an adjusted policy to take the place of this Policy.

Upon adjustment the Policy will be in force only as adjusted.

### 24 Months Conversion Right

The 24 Months Conversion Right allows you convert all or a portion of this Policy, subject to the terms of this Section, to fixed benefit coverage: by transferring value to the Fixed Account; and by allocating future net premium and future net unscheduled payments to the Fixed Account.

A request to exercise the 24 Months Conversion Right must be in written form satisfactory to the Company. The 24 Months Conversion Right can be exercised:

- Once within 24 months after the Date of Issue of the Policy;
- Once within 24 months after the Adjustment Date of an increase in Face Amount; and
- Even if the Company is restricting new amounts applied to the Fixed Account. (See Restriction of New Amounts Applied to the Fixed Account provision of Section 7.)

If the Company is not restricting amounts applied to the Fixed Account: you can transfer to the Fixed Account all or part of the Policy Cash Value in the sub-accounts; and you can allocate all or part of future net premiums and net unscheduled payments to the Fixed Account. However, at any time in the future the Company is restricting new amounts applied to the Fixed Account, the Company reserves the right to limit the allocation of future net premiums and net unscheduled payments to the Fixed Account to the Policy's lowest Fixed Account allocation percentage since the most recent date when this Right was exercised. The Policy's share of the sub-accounts will be reduced proportionately when Cash Value is transferred under this Right.

If the Company is restricting amounts applied to the Fixed Account: you can transfer to the Fixed Account the portion of the Policy's Cash Value in the sub-accounts which is attributable to the coverage for which this Right is being exercised; and you can allocate future net premiums and net unscheduled payments to the Fixed Account based on the Company's published rules. The Policy's share of the sub-accounts will be reduced proportionately when Cash Value is transferred under this Right.

Transfers to the Fixed Account resulting from the exercise of the 24 Months Conversion Right are not counted in the limit of 4. (See Transfer Option provision of Section 6.)



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## 16. Owner and Beneficiary

### **Owner**

The Owner of the Policy is named in the Application (see copy attached); but, the Owner can be changed. The new Owner will succeed to all rights of the Owner, including the right to make a further change of Owner. At the death of the Owner, his or her estate will be the Owner, unless a successor Owner has been named. In this Policy "you" means the Owner, whether the Owner is a person, a partnership, a corporation, a fiduciary or any other legal entity. The rights of the Owner will end at the death of the Insured, except for Payment of Benefits. (See Section 17.)

### **Beneficiary**

The Beneficiary is named in the Application (see copy attached); but, the Beneficiary can be changed before the death of the Insured. The Beneficiary can be a person, a corporation, a partnership, a fiduciary or any other legal entity. A person must survive the Insured to qualify as Beneficiary. If none survives, the proceeds will be paid to the Owner.

### **Change of Owner or Beneficiary**

A change of Owner or Beneficiary must be in written form satisfactory to the Company, and must be dated and signed by the Owner who is making the change. The change will be subject to all payments made and actions taken by the Company under the Policy before the signed change form is received by the Company at its Administrative Office.

### **Assignments**

An absolute assignment of the Policy by the Owner is a change of Owner and Beneficiary to the assignee. A collateral assignment of the Policy by the Owner is not a change of Owner or Beneficiary; but their rights will be subject to the terms of the assignment except that the rights of an irrevocable beneficiary named before the assignment are superior to those of the assignee. Assignments will be subject to all payments made and actions taken by the Company before a signed copy of the assignment form is received by the Company at its Administrative Office. The Company will not be responsible for determining whether or not an assignment is valid.

### **Designation of Owner and Beneficiary**

A numbered sequence can be used to name successive Owners or Beneficiaries. Co-Beneficiaries will receive equal shares unless otherwise stated.

In naming Owners or Beneficiaries, unless otherwise stated:

- "Child" includes an adopted or posthumous child;
- "Provision for issue" means that if a Beneficiary does not survive the Insured, the share of that Beneficiary will be taken by his or her living issue by right of representation; and
- A family relation such as "wife", "husband" or "child" means the relation to the Insured.

At the time for payment of benefits the Company can rely on an affidavit of any Owner or other responsible person to determine family relations or members of a class.

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## 17. Payment of Benefits

### Payment

The policy proceeds will be paid in one sum, unless all or part of the proceeds is applied to a Payment Option. (See Section 18.) The Company will pay interest on death proceeds from the date of death to the date of payment in one sum, or to the Option Date. The rate of interest will be set each year by the Company. The rate will not be less than: that required by law; or 3 1/2% per year. The interest payable on surrender proceeds is described in Section 5.

### Selection of Payment Options; Option Date

The selection of a Payment Option and the naming of the Payee must be in written form satisfactory to the Company. You can make or change or revoke the selection before death of the Insured. The Option Date is the effective date of the Payment Option, as stated in the selection form.

### Payee

The Payee is a person, a corporation, a partnership, a fiduciary or any other legal entity entitled to receive payment in one sum or under a Payment Option.

### Selection by Payees

Any proceeds payable in one sum at the death of the Insured, or upon surrender of the Policy, can be applied to any Payment Option chosen by the Payee. Further, with the consent of the Company, any Payee who is entitled to receive proceeds in one sum when a Payment Option ends, or at the death of a prior Payee, or when proceeds are withdrawn, can choose to apply the proceeds to a Payment Option.

### Rights of Payees

In the selection of a Payment Option the right can be given to the Payee:

- To withdraw principal and interest under the Fourth or Fifth Option; or
- To withdraw the commuted value of payments certain under the First, Second, or Sixth Option.

Under the Life Income Options only payments certain can be commuted. No Payee can assign, commute or withdraw the payments under any Payment Option, unless the right is reserved in the selection of the Option.

### Limitations

If instalments under an Option would be less than \$20, proceeds can be applied to a Payment Option only with the consent of the Company.

### Life Income Options

Guaranteed Life Income Options are based on the age of the Payee on the Payee's birthday nearest the Option Date. The Company requires proof of age. The Life Income payments will be based: on the rates shown in the Life Income Tables (Section 19); or, if they are greater, on the Payment Option rates of the Company on the Option Date. If the rates at a given age are the same for different periods certain, the longest period certain will be used.

### Purchase of Increased Payment Option Benefits

On the Option Date, a one sum purchase payment can be made to the Company to be added to the proceeds being applied to a Payment Option. The portion of Life Income payments purchased in this way will be based on the Payment Option rates of the Company on the Option Date, which may not be the rates shown in the Life Income Tables (Section 19). The purchase payment will be limited to the Company's published maximum for single premium immediate annuities on the Option Date. A portion of the purchase payment may be used by the Company to pay premium tax on the purchase payment.

### Death of Payee

If a Payee under a Life Income Option dies within 30 days after the Option Date, the amount applied to the Option, less any payments made, will be paid in one sum unless a Payment Option is chosen by the successor Payee. Otherwise, amounts to be paid after the death of a Payee under a Payment Option will be paid as due to the successor Payee. If there is no successor Payee, amounts to be paid in one sum, or the commuted value of any unpaid payments certain, will be paid in one sum to the estate of the last Payee to die.

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## 18. Payment Options

### Commutation Rate

The interest rate used to compute the commuted value of any unpaid payments certain:

- Under the First Option will be 3 1/2% per year; and
- Under the Life Income Options will be the rate used by the Company in computing the amount of the monthly payments.

### Payment Options

All or part of the policy proceeds can be applied to any one of the following Options, subject to Section 17, Payment of Benefits:

#### First Option: Income for a Specified Number of Years

The Company will make monthly payments which will include both principal and interest. Payments will start on the Option Date and will continue for the number of years chosen. The number of years chosen cannot be more than 30. Interest is at the rate of 3 1/2% per year compounded yearly. Additional interest paid by the Company for any year will be added to the monthly payments for that year.

Guaranteed monthly payments per \$1,000 of proceeds applied to the First Option are shown below:

Number of Years		Number of Years		Number of Years	
1	\$84.65	11	\$9.09	21	\$5.56
2	43.05	12	8.46	22	5.39
3	29.19	13	7.94	23	5.24
4	22.27	14	7.49	24	5.09
5	18.12	15	7.10	25	4.96
6	15.35	16	6.76	26	4.84
7	13.38	17	6.47	27	4.73
8	11.90	18	6.20	28	4.63
9	10.75	19	5.97	29	4.53
10	9.83	20	5.75	30	4.45

#### Second Option: Life Income

The Company will make equal monthly payments. Payments will start on the Option Date and will continue:

- During the life of the Payee, with no further payment after the death of the Payee, called "Life Income, No Refund"; or
- During the life of the Payee, but for at least 10 years, called "Life Income, 10 Years Certain"; or
- During the life of the Payee, but for at least 20 years, called "Life Income, 20 Years Certain".

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**Third Option: Life Income with Refund**

The Company will make equal monthly payments. Payments will start on the Option Date and will continue during the life of the Payee. At the death of the Payee, if the total payments made are less than the total proceeds applied to the Option, then:

- The difference will be paid in one sum, called "Life Income, Cash Refund"; or
- The equal monthly payments will continue until the total payments are equal to the total proceeds applied to the Option, called "Life Income, Instalment Refund".

**Fourth Option: Interest**

The Company will hold the proceeds at interest during the life of the Payee or for any other period agreed to by the Company. Interest on the proceeds:

- Will be paid each month to the Payee starting one month after the Option Date; or
- Will be added to the principal amount each year and will earn interest.

At the death of the Payee, or at the end of the period agreed to, the balance of principal and any accrued interest will be paid in one sum. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year.

**Fifth Option: Specified Amount of Income**

The Company will make monthly payments which will include both principal and interest. Payments will be in the amount chosen. Payments can be quarterly or at any other frequency chosen, and payments can be for different amounts, all subject to the consent of the Company. Payments will start on the Option Date and will continue until the balance is fully paid out. At the death of the Payee any unpaid balance and accrued interest will be paid in one sum. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year. Interest will be added each year to the principal and will earn interest.

**Sixth Option: Life Income for Two Lives**

The Company will make monthly payments. Payments will start on the Option Date and will continue:

- While either of two Payees is living, called "Joint and Survivor Life Income"; or
- While either of two Payees is living, but at least 10 years, called "Joint and Survivor Life Income, 10 Years Certain"; or
- While two Payees are living, and after death of one Payee, two-thirds of monthly amount while the other Payee living, called "Joint and 2/3 to Survivor Life Income".

## 19. Life Income Tables

### Life Income Tables

Guaranteed monthly payments per \$1,000 of amounts applied to the Life Income Options are shown below:

Second and Third Options: Life Income					
Age of Payee	10 No Refund	20 Years Certain	20 Years Certain	Cash Refund	Instalment Refund
*15	\$3.19	\$3.19	\$3.19	\$3.18	\$3.19
16	3.21	3.20	3.20	3.19	3.20
17	3.22	3.22	3.21	3.21	3.21
18	3.23	3.23	3.23	3.22	3.22
19	3.25	3.24	3.24	3.23	3.24
20	3.26	3.26	3.25	3.25	3.25
21	3.27	3.27	3.27	3.26	3.26
22	3.29	3.29	3.28	3.28	3.28
23	3.31	3.30	3.30	3.29	3.29
24	3.32	3.32	3.31	3.31	3.31
25	3.34	3.34	3.33	3.32	3.33
26	3.36	3.36	3.35	3.34	3.35
27	3.38	3.37	3.37	3.36	3.36
28	3.40	3.39	3.39	3.38	3.38
29	3.42	3.41	3.41	3.40	3.40
30	3.44	3.44	3.43	3.42	3.42
31	3.46	3.46	3.45	3.44	3.44
32	3.49	3.48	3.47	3.46	3.47
33	3.51	3.51	3.50	3.49	3.49
34	3.54	3.53	3.52	3.51	3.52
35	3.56	3.56	3.55	3.54	3.54
36	3.59	3.59	3.58	3.56	3.57
37	3.62	3.62	3.60	3.59	3.60
38	3.66	3.65	3.63	3.62	3.63
39	3.69	3.69	3.67	3.65	3.66
40	3.73	3.72	3.70	3.68	3.69
41	3.76	3.76	3.73	3.71	3.72
42	3.80	3.79	3.77	3.75	3.76
43	3.84	3.84	3.80	3.78	3.79
44	3.89	3.88	3.84	3.82	3.83
45	3.93	3.92	3.88	3.86	3.87
46	3.98	3.97	3.92	3.90	3.91
47	4.03	4.02	3.97	3.94	3.96
48	4.08	4.07	4.01	3.99	4.00
49	4.14	4.12	4.06	4.03	4.05
50	4.20	4.18	4.11	4.08	4.10
51	4.26	4.23	4.16	4.13	4.15
52	4.32	4.30	4.21	4.19	4.21
53	4.39	4.36	4.26	4.24	4.27
54	4.46	4.43	4.32	4.30	4.33
55	4.54	4.50	4.37	4.36	4.39
56	4.62	4.58	4.43	4.43	4.46
57	4.70	4.65	4.49	4.49	4.53
58	4.79	4.74	4.56	4.57	4.60
59	4.89	4.83	4.62	4.64	4.68
60	4.99	4.92	4.68	4.72	4.76
61	5.10	5.02	4.75	4.80	4.85
62	5.22	5.12	4.82	4.89	4.94
63	5.34	5.23	4.88	4.98	5.03
64	5.47	5.35	4.95	5.07	5.13
65	5.61	5.47	5.02	5.17	5.24
66	5.76	5.60	5.08	5.28	5.35
67	5.92	5.73	5.15	5.39	5.47
68	6.10	5.87	5.21	5.51	5.59
69	6.28	6.02	5.27	5.63	5.72

Age of Payee	10 No Refund	20 Years Certain	20 Years Certain	Cash Refund	Instalment Refund
70	\$6.48	\$6.17	\$5.33	\$5.76	\$5.86
71	6.70	6.33	5.38	5.89	6.00
72	6.92	6.49	5.43	6.04	6.16
73	7.17	6.66	5.48	6.19	6.32
74	7.43	6.84	5.52	6.34	6.49
75	7.71	7.02	5.56	6.52	6.67
76	8.02	7.20	5.60	6.69	6.86
77	8.34	7.38	5.63	6.87	7.06
78	8.69	7.56	5.66	7.07	7.27
79	9.07	7.75	5.68	7.27	7.50
80	9.47	7.93	5.70	7.49	7.74
81	9.90	8.11	5.71	7.73	7.99
82	10.36	8.28	5.73	7.96	8.25
83	10.86	8.45	5.73	8.21	8.53
84	11.39	8.62	5.74	8.50	8.83
**85	11.96	8.77	5.75	8.78	9.14

\* and under      \*\*and over

### Sixth Option: Life Income for Two Lives

Age of One Payee	Age of Other Payee				
	55	60	65	70	75
Joint and Survivor					
55	\$4.04	\$4.17	\$4.28	\$4.37	\$4.43
60	4.17	4.36	4.53	4.68	4.79
65	4.28	4.53	4.79	5.02	5.22
70	4.37	4.68	5.02	5.38	5.71
75	4.43	4.79	5.22	5.71	6.22
80	4.47	4.87	5.37	5.98	6.68
Joint and Survivor, 10 Years Certain					
55	\$3.96	\$4.09	\$4.20	\$4.36	\$4.42
60	4.09	4.27	4.44	4.59	4.77
65	4.20	4.44	4.69	4.91	5.09
70	4.36	4.59	4.91	5.22	5.50
75	4.42	4.77	5.09	5.50	5.88
80	4.46	4.85	5.33	5.72	6.21
Joint and 2/3 to Survivor					
55	\$4.37	\$4.56	\$4.76	\$4.99	\$5.23
60	4.56	4.78	5.02	5.30	5.59
65	4.76	5.02	5.33	5.67	6.03
70	4.99	5.30	5.67	6.10	6.57
75	5.23	5.59	6.03	6.57	7.18
80	5.48	5.89	6.41	7.06	7.84

Payments for other ages will be quoted by the Company on request.

The rates shown above are based on an interest rate of 3 1/2% per year; and on mortality: using a 60/40 male/female weighting; based on the Individual Annuitant Mortality Table for 1983; and with projection on Scale G to the year 2000 and then on Scale B Modified to year 2010.

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Endorsement

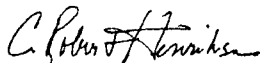
**Modification of the Policy Loan Section**

As of the Date of Issue of this Policy, the following provision is substituted for the Loan Value provision in the Policy Loan section of the Policy:

**Loan Value**

The Loan Value of the Policy equals the Cash Value of the Policy on the date the Loan is made.

**New England Life Insurance Company**  
501 Boylston Street, Boston, Massachusetts



President



Secretary

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## Endorsement

### **Modification of the Contract Section**

As of the Date of Issue of this Policy, the following is substituted for the Not Contestable After Two Years provision of the Policy.

### **Not Contestable After Two Years**

Insurance is issued by the Company in reliance on the statements made in the Application for the insurance. Those statements are representations; they are not warranties. No statement can be used to contest or rescind insurance or to defend against a claim unless contained in the Application for the insurance. The insurance issued under this Policy will not be contestable after it has been in force during the life of the Insured:

- With respect to the amount of Death Benefit which results from other than payments for which proof of insurability is required, for two years from the Date of Issue; and
- With respect to any amount of Death Benefit which results from a payment for which proof of insurability is required, for two years from the date that payment is received; and
- With respect to the amount of the Death Benefit associated with each increase in Face Amount, for two years from the Adjustment Date for that increase; and
- With respect to the amount of the increase in Death Benefit associated with a change in Corridor for which proof of insurability is required, for two years from the Adjustment Date for that change; and
- With respect to the amount of the increase in Death Benefit associated with a change in Death Benefit Option for which proof of insurability is required, for two years from the Adjustment Date for that change.

### **Modification of the Death Benefit Section**

As of the Date of Issue of this Policy, the following is substituted for the Death Benefit section of the Policy:

## Death Benefit

### **Death Benefit**

The Company will pay a Death Benefit to the Beneficiary upon receipt of proof of the death of the Insured. The amount of the Death Benefit will depend on the Death Benefit Option in effect on the date of death if death occurs prior to age 100. If death occurs on or after age 100, the Death Benefit will equal the greater of: the Cash Value on the date of death; and the Face Amount of the Policy if, at age 100, the Policy has a Guaranteed Death Benefit Rider attached and the Guarantee is in effect. The amount payable in either event will be reduced by any Policy Loan Balance on the date of death. If the Insured dies during the grace period, an amount will be deducted from the policy proceeds to cover Monthly Deductions to the date of death. The policy proceeds will be paid in one sum unless all or part of the proceeds is applied to a Payor Option. (See Payment of Benefits Section.)

### **Definition of Life Insurance Test**

This Policy is intended to qualify as a flexible premium adjustable life insurance contract under the Internal Revenue Code ("the Code" and any interpretive regulation or rulings by the Internal Revenue Service. The Code provides two tests to determine whether the policy meets the definition of life insurance: the Cash Value Accumulation Test; and the Guideline Premium Test. The Test used for the life of this Policy will be the one chosen in the original Application and shown in Section that Test cannot be changed.

### Cash Value Accumulation Test

If you choose the Cash Value Accumulation Test, you must choose one of two Net Single Premium Corridors (the Net Single Premium Corridor or the Enhanced Net Single Premium Corridor) in the original Application. The Corridor chosen for the Policy is shown in Section 1.

7 If you choose the Net Single Premium Corridor, the Death Benefit will not be less than: the Policy's Cash Value plus the pro rata portion of any Monthly Deduction made for a period beyond the date of death; divided by the Net Single Premium shown in Section 3.

If you choose the Enhanced Net Single Premium Corridor, the Death Benefit will not be less than: the Policy's Cash Value plus the pro rata portion of any Monthly Deduction made for a period beyond the date of death; divided by: the Net Single Premium shown in Section 3 times the Enhanced Net Single Premium Factor shown in Table I below.

### Guideline Premium Test

If you choose the Guideline Premium Test, you must choose one of two Death Benefit Corridors (the IRS Corridor or the Enhanced IRS Corridor) in the original Application. The Corridor chosen for the Policy is shown in Section 1.

If you choose the IRS Corridor, the Death Benefit will not be less than a percentage of: the Policy's Cash Value plus the pro rata portion of any Monthly Deduction made for a period beyond the date of death. The percent used will be based on the age of the Insured at the beginning of the policy year as shown in Table II below.

If you choose the Enhanced IRS Corridor, the Death Benefit will not be less than a percentage of: the Policy's Cash Value plus the pro rata portion of any Monthly Deduction made for a period beyond the date of death. The percent used will be based on the age of the Insured at the beginning of the policy year as shown in Table III below.

### Changing the Corridor

Although the Definition of Life Insurance Test for the Policy cannot be changed, you can change your choice of the Corridor within each Test. A change in Corridor will be effective on the Adjustment Date shown in the new Policy Schedule. A change from a regular Corridor (Net Single Premium or IRS) to an Enhanced Corridor will require evidence that the Insured is still eligible for the Policy Class shown in Section 1. Otherwise, no underwriting will be required. A change in Corridor will change the Death Benefit; but no other policy values or benefits (including the Face Amount) will change.

**Table I : Enhanced Net Single Premium Factors**

Age	Applicable Percent	Age	Applicable Percent
0 through 75	1.00	83	0.93
76	0.98	84	0.94
77	0.96	85	0.95
78	0.94	86	0.96
79	0.92	87	0.97
80	0.90	88	0.98
81	0.91	89	0.99
82	0.92	90 through 100	1.00

**Table II : Applicable Percentages for IRS Corridor**

Age	Applicable Percent	Age	Applicable Percent
0 through 40	250	61	128
41	243	62	126
42	236	63	124
43	229	64	122
44	222	65	120
45	215		
46	209	66	119
47	203	67	118
48	197	68	117
49	191	69	116
50	185	70	115
51	178	71	113
52	171	72	111
53	164	73	109
54	157	74	107
55	150	75 through 90	105
56	146	91	104
57	142	92	103
58	138	93	102
59	134	94 through 99	101
60	130	100	100



**Table III : Applicable Percentages for Enhanced IRS Corridor**

Age	Applicable Percent	Age	Applicable Percent
0 through 40	250		
41	243	71	113
42	236	72	111
43	229	73	109
44	222	74	107
45	215	75	105
46	209	76	107
47	203	77	109
48	197	78	112
49	191	79	114
50	185	80	117
51	178	81	115
52	171	82	114
53	164	83	113
54	157	84	112
55	150	85	111
56	146	86	109
57	142	87	108
58	138	88	107
59	134	89	106
60	130	90	105
61	128	91	104
62	126	92	103
63	124	93	102
64	122	94 through 99	101
65	120	100	100
66	119		
67	118		
68	117		
69	116		
70	115		

**Death Benefit Options**

This Policy provides for three Death Benefit Options. The Death Benefit Option will be as chosen in the Application or as later changed. The Death Benefit Option is shown in Section 1.

If Option 1 is chosen, the Death Benefit equals the greater of:

- The Face Amount shown in Section 1; and
- The death benefit required by the Definition of Life Insurance Test and Corridor chosen for the Policy.

If Option 2 is chosen, the Death Benefit equals the greater of:

- The Face Amount shown in Section 1 plus the Cash Value; and
- The death benefit required by the Definition of Life Insurance Test and Corridor chosen for the Policy.

If Option 3 is chosen, the Death Benefit equals the greater of:

- The Face Amount shown in Section 1 plus the total premiums paid for the Policy less all partial surrenders; and
- The death benefit required by the Definition of Life Insurance Test and Corridor chosen for the Policy.

When you apply for an Adjustable Term Rider, you can choose to have the Term Amount of the Rider added to the Face Amount of the Policy for purposes of calculating the Death Benefit. Your choice cannot be changed.

**Changing the Death Benefit Option**

After the first policy year you can change the Death Benefit Option by written application to the Company. A change in Death Benefit Option will be effective on the Adjustment Date shown in the new Policy Schedule.

**From Option 1**

Except with the consent of the Company, a change from Option 1 to Option 2 can be made only if the Face Amount after the change will be at least \$50,000. If you change from Option 1 to Option 2:

- The Face Amount will be decreased such that the Death Benefit immediately before and after the change is the same; and
- A decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis.

A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy. If you chose the Guideline Premium Test for the Policy, a portion of the Cash Value will be paid to you if necessary to allow the Policy to continue to qualify as life insurance.

A change from Option 1 to Option 3 will require evidence that the Insured is still eligible for the Policy Class shown in Section 1. The Death Benefit will change. No other policy values or benefits (including the Face Amount) will change.

**From Option 2**

If you change from Option 2 to Option 1:

- The Face Amount will be increased such that the Death Benefit immediately before and after the change is the same; and
- This increase in Face Amount will be applied to the initial Face Amount and to each prior increase in Face Amount on a pro rata basis.

If you change from Option 2 to Option 3:

- Will require evidence that the Insured is still eligible for the Policy Class shown in Section 1
- The Face Amount will be increased such that the Death Benefit immediately before and after the change is the same; and
- This increase in Face Amount will be applied to the initial Face Amount and to each prior increase in Face Amount on a pro rata basis.

The requirements in the Increase in Face Amount provision of the Adjustment Section do not apply to increases in Face Amount as a result of a change from Option 2.

**From Option 3**

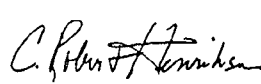
A change from Option 3 to Option 1 will change the Death Benefit. No other policy values or benefits (including the Face Amount) will change.

Except with the consent of the Company, a change from Option 3 to Option 2 can be made only if the Face Amount after the change will be at least \$50,000. If you change from Option 3 to Option 2:

- The Face Amount will be decreased such that the Death Benefit immediately before and after the change is the same; and
- A decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis.

A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy. If you chose the Guideline Premium Test for the Policy, a portion of the Cash Value will be paid to you if necessary to allow the Policy to continue to qualify as life insurance.

**New England Life Insurance Company**  
501 Boylston Street, Boston, Massachusetts

  
President

  
Secretary

## Endorsement

### Modification of the Premiums Section

As of the Date of Issue of this Policy, the following provision is added to the Premiums section in the Policy:

#### Premium Expense Charge Adjustment at Surrender

If the Policy is surrendered within two years from the Policy Date and the surrender is not related to a 1035 exchange, the following amount will be added to the surrender proceeds:

- The total Premium Expense Charges deducted from premium payments and net unscheduled payments made in the first policy year;  
LESS
- 2% of the total of all premium payments and net unscheduled payments made in the first year.

### Modification of the Adjustment Section

As of the Date of Issue of this Policy, the following provision is substituted for the Increase in Face Amount provision in the Adjustment section of the Policy:

#### Increase in Face Amount

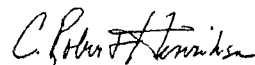
After the first policy year, the Face Amount can be increased effective on the first day of any policy month. An increase in Face Amount is subject to:

- Written application to increase the Face Amount;
- Proof that the Insured is insurable;
- The increase being available on the same underwriting basis as this Policy;
- New insurance for the amount of the increase on the same plan at the age of the Insured on the Adjustment Date being allowed under the underwriting rules of the Company;
- The amount of the increase being at least \$10,000, except with the consent of the Company;
- A Monthly Deduction for the increase. (See Monthly Deduction Section); and
- If the increase is medically underwritten, a monthly Face Amount Increase Administrative Charge not greater than the Maximum stated in Section 1, to be deducted from the Cash Value in the same manner as the Monthly Deduction (see Monthly Deduction Section).

The amount of any rider which is attached to the Policy can be increased only as stated in the rider.

The Application to increase the Face Amount must be signed by the Insured and by you. An increase will be effective on the Adjustment Date shown in the new Policy Schedule.

**New England Life Insurance Company**  
501 Boylston Street, Boston, Massachusetts



President



Secretary

Endorsement

Endorsement Date: Date of Issue

**Modification of the Monthly Deduction Section**


As of the Date of Issue of this Policy, the following substitution is made in the Monthly Minimum Premium provision:

"The Monthly Minimum Premium is shown in the Policy Schedule. (See Section 1.) This Premium will be recalculated when: the Face Amount is increased or decreased as a result of an application to increase or decrease the Face Amount; the amount provided by riders attached to this Policy is changed; a partial surrender is made which results in a decrease in Face Amount; or the underwriting class of this Policy and its riders is changed to a more favorable underwriting class."

is substituted for:

"The Monthly Minimum Premium is shown in the Policy Schedule. (See Section 1.) This Premium will be recalculated when: the Face Amount is decreased; the amount provided by riders attached to this Policy is changed; a partial surrender is made which results in a decrease in Face Amount; or the underwriting class of this Policy and its riders is changed to a more favorable underwriting class."

**New England Life Insurance Company**  
501 Boylston Street, Boston, Massachusetts



President



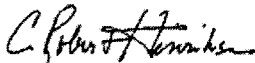
Secretary

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Endorsement

As of the Date of Issue of this Policy, the Suicide Within Two Years provision for this Policy and any riders is modified such that the Company will determine the proceeds using the greater of: the reserve of the insurance which is subject to the provision; and the amounts used to purchase the insurance which is subject to the provision.

**New England Life Insurance Company**  
Home Office:  
501 Boylston Street, Boston, Massachusetts



President



Secretary

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## Endorsement

As of the Date of Issue, each Policy or Rider provision that contains any differences based on sex is modified to provide for males and females the same:

- Rates;
- Benefits; or
- Values.

**New England Life Insurance Company**  
Home Office:  
501 Boylston Street, Boston, Massachusetts



President



Secretary

# Application for Individual and Multi-Life Life Insurance

Metropolitan Life Insurance Company  
One Madison Avenue  
New York, NY 10010-3690

New England Life Insurance Company  
501 Boylston Street  
Boston, MA 02116-3700

General American Life Insurance Company  
700 Market Street  
St. Louis, MO 63101

MetLife Investors USA Insurance Company  
222 Delaware Ave, Suite 900  
P.O. Box 25130  
Wilmington, DE 19899

MetLife Investors Insurance Company  
700 Market Street  
St. Louis, MO 63101

**BELOW ARE INSURANCE FRAUD WARNING STATEMENTS THAT APPLY TO RESIDENTS OF SPECIFIC STATES. PLEASE READ IF THE STATE IN WHICH THE OWNER RESIDES IS LISTED.**

**Arkansas, Kentucky, Louisiana, New Mexico, Ohio, Oklahoma, Pennsylvania**

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

**Colorado**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of life insurance and civil damages. It is also unlawful for any insurance company or agent of an insurance company to knowingly provide false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with respect to a settlement or award from insurance proceeds. Such acts shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies to the extent required by applicable law.

**Washington D.C., Maine, Tennessee, Virginia**

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

**Florida**

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

**New Jersey**

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

SBR DE020/04 gsk10:28



Part I

Company Use Only (Policy Numbers/Billing/MSA Number)

- Metropolitan Life Insurance Company
- New England Life Insurance Company
- General American Life Insurance Company
- MetLife Investors USA Insurance Company
- MetLife Investors Insurance Company

The Company indicated above is referred to as "the Company".

1. Proposed Insured #1: Life 1

Name: First, Middle, Last	Sex	DOB Mo./Day/Yr.	State/Country of Birth	Social Security Number
RONALD T. Moore	M	4/12/45	DE	302-227-1414

a) Current Residence Address and Phone Number:

141A Silverlake Dr. Rehoboth Beach DE 19971  
 (Street) (City) (State) (Zip)

(302) 227-1414 ( ) Best time and place to call: 9-5  
 (Home Phone) (Work Phone)

E-Mail Address: \_\_\_\_\_

a.m.  Home  
 p.m.  Work

b) Driver's License Number and State of Issue: DE 449098

c) Employer's Name: J.A. Moore & Son

d) Occupation & Duties: Owner, Real Estate Developer

e) Earned Annual Income: \$2-3,000,000 Net Worth: \$47,000,000

f) Are you actively at work?  Yes  No (If No, provide details)

2. Proposed Insured #2: Life 2 or Spouse/Covered Insured/Applicant's Waiver of Premium Benefit (For multiple persons under a Covered Insured rider, complete Other Insureds Supplement for additional persons.)

Name: First, Middle, Last	Sex	DOB Mo./Day/Yr.	State/Country of Birth	Social Security Number	Relationship to Proposed Insured #1

a) Current Residence Address and Phone Number (if different than Proposed Insured #1):

(Street) (City) (State) (Zip)

( ) ( ) Best time and place to call: \_\_\_\_\_  
 (Home Phone) (Work Phone)

E-Mail Address: \_\_\_\_\_

a.m.  Home  
 p.m.  Work

b) Driver's License Number and State of Issue: \_\_\_\_\_

c) Employer's Name: \_\_\_\_\_

d) Occupation & Duties: \_\_\_\_\_

e) Earned Annual Income: \$ \_\_\_\_\_ Net Worth: \$ \_\_\_\_\_

f) Are you actively at work?  Yes  No (If No, provide details)





3. Existing or applied for insurance, including any term riders or annuities: (If additional space is needed, provide details in the Supplemental information section. If any existing insurance, complete state replacement forms as necessary.) If no existing or applied for insurance or annuity, check here.  [Type: Life (L), Disability (D), Health (H), Annuity (A)]

Proposed Insured	Company	Type (L,D,H,A)	Amount	Year of Issue	Accidental Death Amount	1035
	New England	L	10,000,000	'07		<input type="checkbox"/> Yes
	New England	L	1,000,000	'98		<input type="checkbox"/> Yes
						<input type="checkbox"/> Yes
						<input type="checkbox"/> Yes

4. In connection with this application, has there been, or will there be, with this or any other company any: surrender transaction; loan; withdrawal; lapse; reduction or redirection of premium/consideration; or change transaction (except conversions) involving an annuity or other life insurance? (If Yes, complete the Replacement Questionnaire and Disclosure and any applicable replacement forms.)

Yes  No

5. Indicate Plan and Face Amount:  list below or  complete Product Supplement.

a) Type of Insurance:  Individual Life  Survivorship/Joint Life  
 Group Conversion (For MetLife only.) (Complete Product Supplement.)  Qualified Plan (Employee Group Number \_\_\_\_\_)

b) Plan: Enterprise Exec Advantage c) Face Amount: \$ \_\_\_\_\_

Complete for Universal Life/Variable Life Products. (For Variable Life, also complete Variable Life Supplement.)

d) Planned Premium (modal): Year 1: \$ \_\_\_\_\_ Excess/Lump Sum: \$ \_\_\_\_\_  
 Renewal (if applicable): \$ \_\_\_\_\_ Planned Annual Unscheduled Payment (if applicable): \$ \_\_\_\_\_

e) Definition of Life Insurance Test (if choice is available under policy applied for.):  
 Guideline Premium Test  Cash Value Accumulation Test

f) Death Benefit Option/Contract Type: \_\_\_\_\_

g) Guarantee to Age: \_\_\_\_\_ or  5 Years (for MetLife Variable only.)

h) Optional Benefits/Riders/Dividend Option:  list below or  complete Product Supplement.


i) Special Requests/Other: list below


j) Do you request an alternate/additional policy (if available)?  Yes  No  
 (If Yes, provide full details in Supplemental Information section and include signed and dated illustration for each policy requested.)

6. MODE OF PAYMENT

a) Mode of Payment:  Annual  Semiannual  Quarterly  Monthly  Bank Draft  
 Special Accounts \_\_\_\_\_  Other List Bill

(Additional details/existing/new account numbers, etc.): \_\_\_\_\_

b) Amount collected with application \$ \_\_\_\_\_ must equal at least one monthly premium.

7. SOURCE OF PAYMENT (Check all that apply:)

Earned Income  Money Market Fund  Certificate of Deposit  
 Rollover/Transfer of Assets  Savings  Loan  Other \_\_\_\_\_  
 Mutual Fund/Brokerage Account  Use of values in another Life Insurance/Annuity Contract

SR DEC2004 6M1028



8. What is the purpose of this insurance? (Check all that apply.)

<input type="checkbox"/> Estate Planning	<input type="checkbox"/> Mortgage Protection	<input checked="" type="checkbox"/> Retirement Supplement	<input type="checkbox"/> Income Protection	<input type="checkbox"/> Business Planning
<input type="checkbox"/> Final Expenses	<input type="checkbox"/> Charitable Giving	<input type="checkbox"/> Other <u>Eye Care Bonus Plan</u>	<input type="checkbox"/> Education Funding	

Provide the following information for all Primary/Contingent Owners and Beneficiaries: name; relationship to Proposed Insured(s); date of birth; social security/tax ID number; and address. Include E-Mail address. If Trust, provide Trustee Name and Date of Trust. Indicate additional: Owners; Contingent Owners; Primary Beneficiaries; and Contingent Beneficiaries in Supplemental Information section.

9. Owner/Contingent Owner Information

a) Identity of Owner: Proposed Insured #1  #2

b) Identity of Contingent Owner (if applicable):

10. Beneficiary Information

Note: Multiple beneficiaries will receive equal proceeds unless otherwise requested by Owner.

a) Identity of Primary Beneficiary:  Owner

b) Identity of Contingent Beneficiary:

Check here if all present and future natural or adopted children of Proposed Insured #1 are to be included as Contingent Beneficiaries.

11. Billing/Mailing Address:\*

<input type="checkbox"/> Proposed Insured #1 Residence Address:*	<input type="checkbox"/> Proposed Insured #2 Residence Address
<input type="checkbox"/> Owner's Address (If not Owner listed in question 9a, indicate name and address below.)	<input type="checkbox"/> Primary Beneficiary's Address (If not Beneficiary listed in question 10a, indicate name and address below.)
<input checked="" type="checkbox"/> Other Premium Payer (Indicate name and address below.)	

(If Other, indicate relationship to Proposed Insured(s).) Employer

Ronald Moore Jr (Name) J.P. Moore Home (Address: Street) 141 A Silverline Dr. (City/ State/ Zip) REHOBOTH BEACH DE, 19971 (Relationship)

\*If any other special mailing arrangements are needed, indicate in Supplemental Information section.



12. Is any person to be insured a dependent spouse or dependent minor? (If Yes, provide details below.)  Yes  No
- a) Amount of insurance on spouse: Existing: \$ \_\_\_\_\_ Applied For: \$ \_\_\_\_\_
- b) If dependent minor, are there any other siblings insured for less than this child? (If Yes, provide details in Supplemental Information section.)  Yes  No
- c) Amount of existing and applied for insurance on parents of dependent minor:

Amount			Amount		
Father's Name	Existing	Applied For	Mother's Name	Existing	Applied For

**Part II**

13. Within the past three years has any person to be insured flown in a plane other than as a passenger on a scheduled airline or have plans for such activity within the next year? (If Yes, complete Aviation Supplement.)  Yes  No
14. Within the past three years has any person to be insured participated in or intend to participate in any: underwater sports (SCUBA diving, hardhat, skin diving, snorkeling); sky sports (skydiving, hang gliding, parachuting, ballooning); racing sports (motorcycle, auto, motor boat); rock or mountain climbing; bungee jumping or other similar activities? (If Yes, complete Avocation Supplement.)  Yes  No
15. Are all persons to be insured U.S. citizens? (If No, provide details below including: country of citizenship; Visa/ID Card type; number; and expiration date.)  Yes  No
16. Has any person to be insured traveled or resided outside the U.S. or Canada in the past two years OR does any person to be insured intend to travel or reside outside the U.S. or Canada in the next 12 months? (If Yes, provide details below including: country; city; duration; and purpose.)  Yes  No
17. Has any person to be insured ever used tobacco products: (e.g. cigarettes; cigars; pipes; smokeless tobacco; chew) or nicotine substitutes: (e.g. patch or gum)? (If Yes, provide type, amount, date last used, and frequency below.)  Yes  No
18. Has any person to be insured: ever had a driver's license suspended or revoked; ever been convicted of DUI or DWI; or had any moving violations in the last five years? (If Yes, provide details below.)  Yes  No

Give details for question 15 through 18. Attach additional sheet(s), if necessary.

Proposed Insured	Question Number(s)	Date	Details

19. Attending Physician(s) of the Proposed Insured(s): (Provide: name; address; phone number; date; and reason for last consultation. Attach additional sheet(s), if necessary.)

Proposed Insured #1	
Physician's name, address and phone number	Date/Reason/Diagnosis/Treatment
Dr. Ed Jiloca Seaford, DE	6 mo.s Semi Annual physical - Good Results
Proposed Insured #2	
Physician's name, address and phone number	Date/Reason/Diagnosis/Treatment

SR 0000 04 04 038



20. Proposed Insured #1 Height: 6'4" Weight: 230 Proposed Insured #2 Height: \_\_\_\_\_ Weight: \_\_\_\_\_

21. Has any person proposed for insurance EVER received treatment, attention, or advice from any physician, practitioner or health facility for, or been told by any physician, practitioner or health facility that he/she had: (Provide details for each Yes answer below.)
- a) High blood pressure; chest pain; heart attack; or any other disease or disorder of the heart or circulatory system?  Yes  No
  - b) Asthma; bronchitis; emphysema; sleep apnea; shortness of breath; or any other disease or disorder of the respiratory system?  Yes  No
  - c) Seizures; stroke; paralysis; Alzheimer's disease; multiple sclerosis; Parkinson's; or any other disease or disorder of the brain or nervous system?  Yes  No
  - d) Ulcers; colitis; hepatitis; cirrhosis; or any other disease or disorder of the liver, gallbladder, stomach, or intestines?  Yes  No
  - e) Any disease or disorder of: the kidney; bladder; or prostate; or protein or blood in the urine?  Yes  No
  - f) Diabetes; thyroid disorder; or any other endocrine disorders?  Yes  No
  - g) Arthritis; gout; or disorder of the muscles, bones, or joints?  Yes  No
  - h) Cancer; tumor; polyp; cyst; anemia; leukemia; or any other disorder of the blood or lymph glands?  Yes  No
  - i) Depression; stress; anxiety; or any other psychological or emotional disorder or symptoms?  Yes  No

22. Has any person proposed for insurance: (Provide details for each Yes answer below.)
- a) In the past six months, taken any medication or been under observation or treatment?  Yes  No
  - b) Scheduled any: doctor's visits; medical care; or surgery for the next six months?  Yes  No
  - c) During the past five years had any: checkup; health condition; or hospitalization not revealed above?  Yes  No
  - d) Ever been diagnosed with, treated by a medical professional for, or tested positive for any of the following: Acquired Immune Deficiency Syndrome (AIDS); AIDS Related Complex (ARC); AIDS (Human Immunodeficiency Virus (HIV)) virus; or antibodies to the AIDS (HIV) virus?  Yes  No
  - e) Ever used heroin, cocaine, barbiturates, or other drugs, except as prescribed by a physician or other licensed practitioner?  Yes  No
  - f) Have you ever received treatment from a physician or counselor regarding the use of alcohol, or the use of drugs except for medicinal purposes; or received treatment or advice from an organization that assists those who have an alcohol or drug problem?  Yes  No

23. Answer Question 23 only when requesting the Long-Term Care Guaranteed Purchase Option. (Provide details for each Yes answer below.)
- a) Do you currently use any mechanical equipment i.e.: a walker; wheelchair; leg braces; or crutches?  Yes  No
  - b) Do you need any assistance; or supervision with the following activities bathing; dressing; walking; moving in/out of a chair or bed; toileting; continence; or taking medication?  Yes  No

Give details of each Yes answer from Questions 21, 22, and 23. Attach additional sheet(s), if necessary.

Proposed Insured	Question Number	Name/Address of Physician	Date/Duration Illness	Diagnosis/Severity/Treatment
	21A	Dr. Plavin		Arrhythmia - Originally
		Lewes, DE		Diagnosed 2-3 yrs ago
	21A	Dr. NEAH		Performed ABLATION
		Peninsular Cardiology		12/02 OK ADW
		Salsky, MD		BECBE MED CTR.
	22A	Medication Dr. Edward		Rx Zovorax Lewes,
		Jilsca		DE
	22B	Physical scheduled w/ Dr.		Lopadio
		Jilsca 12/04		





AGREEMENT/DISCLOSURE

I have read this application for life insurance including any amendments and supplements and to the best of my knowledge and belief, all statements are true and complete. I also agree that:

- My statements in this application and any amendment(s), paramedical/medical exam and supplement(s) are the basis of any policy issued.
My acceptance of any insurance policy means I agree to any changes shown in the Home Office Endorsements section, where state law permits Home Office endorsements.
This application and any: amendment(s); paramedical/medical exam; and supplement(s) that become part of the application, will be attached to and become part of the new policy.
Only the Company's President, Secretary or Vice-President may: (a) make or change any contract of insurance; (b) make a binding promise about insurance; or (c) change or waive any term of an application, receipt, or policy.
No information will be deemed to have been given to the Company unless it is stated in this application and its supplement(s), paramedical/medical exam, and amendment(s).
Except as stated in the Temporary Insurance Agreement and Receipt, no insurance will take effect until a policy is delivered to the Owner and the full first premium due is paid. It will only take effect at the time it is delivered if: (a) the condition of health of each person to be insured is the same as stated in the application; and (b) no person to be insured has received any medical advice or treatment from a medical practitioner since the date of the application.
I understand that paying my insurance premiums more frequently than annually may result in a higher yearly out-of-pocket cost or different cash values.
If I intend to replace existing insurance or annuities, I have so indicated in question 4 of this application.
I have received the Company's Consumer Privacy Notice and, as required, the Life Insurance Buyer's Guide.
If I was required to sign an HIV Informed Consent Authorization, I have received a copy of that Authorization.

Substitute Form W-9 - Request for Taxpayer Identification Number

Under penalties of perjury, I, Ronald T. Moore (Owner's Name) (302-027- (Owner's Taxpayer ID #) ) certify:

- 1) That the number shown above is my correct taxpayer identification number; and
2) That I am not subject to backup withholding because: (a) I have not been notified by the IRS that I am subject to backup withholding as a result of failure to report all interest or dividends; or (b) the IRS has notified me that I am no longer subject to backup withholding; and
3) I am a U.S. citizen or a U.S. resident for tax purposes.\*

Please note: Cross out and initial item 2 if subject to backup withholding as a result of a failure to report all interest and dividend income. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications to avoid backup withholding.

\*If you are not a U.S. citizen or a U.S. resident for tax purposes, please complete form W-8BEN.

Signatures:

Table with columns: Signed at City, State; Mo./Day/Yr.; Signature. Rows include Owner\*, Proposed Insured #1, Proposed Insured #2, Parent or Guardian or person liable for child's support, and Witness to Signatures.

\*If the Owner is a Firm or Corporation, include Officer's Title with signature. (Officer signing must be other than a Proposed Insured.)





**Amendment to Application for Insurance**

Proposed Insured: Ronald T. Moore \_\_\_\_\_:

No. 01Y203173

Date of Application: December 16, 2004

I agree to these changes which the Company has noted in the "Additions and Amendments" space of the Application.

- Effective Date: December 20, 2004
- 1. Social Security Number: 221-28-9459
- 1f. Are you actively at work? Yes
- 5c. Face Amount: \$10,000,000.00
- 5d. Planned Premium: \$771,862.96
- 5e. Definition of Life Insurance: Cash Value Accumulation Test
- 5f. Death Benefit Option: Level
- 7. Source of Payment: Earned Income
- 10. Beneficiary Information: Ronald Moore Irrevocable Trust  
Suzanne Moore Trustee (Wife) dated 2/12/02
- 11. Billing/Mailing Address: J.A. Moore & Sons  
111 Road 273 C  
Rehoboth Beach, DE 19971

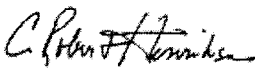
Date: \_\_\_\_\_

Proposed Insured (Parent, if Proposed Insured under age 15)

Date: \_\_\_\_\_

Applicant, if other than Proposed Insured

New England Life Insurance Company  
501 Boylston Street, Boston, Massachusetts



President



Secretary

\*1%1%2%18%4%10144%7%1%14%V\*



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Please notify the Company of any change in your name or address. The Company will communicate with you at your address on record with the Company.

New England Life  
Insurance Company  
Home Office:  
501 Boylston Street  
Boston, Massachusetts 02117

Administrative Office:  
501 Boylston Street  
Boston, Massachusetts 02117

**Flexible Premium  
Adjustable Variable Life  
Policy**

- The Death Proceeds are payable at the death of the Insured if the Policy is in force.
- The Policy can be adjusted by increasing or decreasing the Face Amount.
- The amount and frequency of premium payments can be changed.
- The Policy does not share in dividends.

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# EXHIBIT C

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**New England Financial®**

A MetLife Company

501 BOYLSTON ST  
BOSTON, MA 02116

**New England Life  
Insurance Company**

**Variable Life Policy**

**Insured:** DANAE K BANNING

**Policy Number:** Y151280

**Plan:** Flexible Premium  
Adjustable Variable Life

**New England Life Insurance Company** Agrees to pay the **Death Benefit of this Policy to the Beneficiary on receipt of proof that the death of the Insured occurred before the Maturity Date; or to pay the Net Cash Value of the Policy to the Owner if the Insured is living on the Maturity Date; and to provide the other rights and benefits of the Policy.**

These agreements are subject to all of the provisions of the Policy.

Signed on the Date of Issue for the Company at its Home Office  
501 Boylston Street  
Boston, MA 02117

President

Secretary

**Flexible Premium Adjustable Variable Life Policy**

- The Death Proceeds are payable at the death of the Insured, if the Insured dies before the Maturity Date and the Policy is in force.
- The Net Cash Value, if any, is payable on the Maturity Date, if the Insured is still living and the Policy is in force.
- The Policy can be adjusted by increasing or decreasing the Face Amount.
- The amount and frequency of premium payments can be changed.
- The Policy does not share in dividends.

**THE DEATH BENEFIT ON THE POLICY DATE WILL BE EQUAL TO THE FACE AMOUNT SHOWN IN SECTION 1. THEREAFTER, THE DEATH BENEFIT CAN VARY FROM DAY TO DAY. IT CAN INCREASE OR DECREASE, DEPENDING ON SEPARATE INVESTMENT ACCOUNT PERFORMANCE AND ON FIXED ACCOUNT INTEREST; BUT IT WILL NOT BE LESS THAN THE FACE AMOUNT. SEE SECTION 10.**

**THE CASH VALUE OF THIS POLICY CAN VARY FROM DAY TO DAY. IT CAN INCREASE OR DECREASE, DEPENDING ON SEPARATE INVESTMENT**

**ACCOUNT PERFORMANCE AND ON FIXED ACCOUNT INTEREST. SEE SECTION 14.**

**THE POLICY LOAN VALUE IS LESS THAN 100% OF THE POLICY'S NET CASH VALUE.**

**Please Read Your Policy Carefully**

This Policy is a legal Contract between you and the Company.

**RIGHT TO RETURN THE POLICY**

**When this Policy is issued or when you receive an increase in Face Amount, you should examine it. You can return the Policy or the increase in Face Amount (See Section 16) to the Company or its Agent for any reason within the latest of: (a) 10 days after you receive it from the Company; (b) 45 days after Part I of the Application for that coverage is signed; and (c) 10 days after the Company mails the separate Notice of Withdrawal Right for that coverage. If you return an increase in Face Amount: any Monthly Deduction and any Administrative Charge for the increase in Face Amount will then be credited to the Policy; and the increase in Face Amount will be cancelled from the start. Otherwise, if you return the Policy: an amount equal to any premium paid plus any unscheduled payment made will be refunded to you; and the Policy will be cancelled from the start.**

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## Policy Provisions

## Alphabetical Guide

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- 3 Surrender Charge
- 4 Not Applicable
- 5 Not Applicable
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New England Life  
Insurance Company

1. Policy Schedule

**Owner and Beneficiary:** As named in the Application or as later changed. See the Owner and Beneficiary Section of the Policy.

**Insured:** DANA K BANNING                      **Sex:** Female      **Age:** 33  
**Policy Number:** Y151280                      **Policy Date:** January 19, 2006  
**Policy Loan Interest Rate:** 5.5%              **Maturity Date:** January 19, 2073 \*

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 1 WILL BE CHANGED.  
SEE SECTION 16.

Schedule of Benefits

Flexible Premium Adjustable Variable Life                      Death Benefit Option: 1

Face Amount	Date of Issue	Policy Class
\$5,000,000	January 19, 2006	Nonsmoker Preferred

Maximum Monthly Policy Fee:

First Year	\$15.00
Thereafter	\$7.00

Maximum Face Amount Increase Administrative Charge:  
.0025 times Face Amount Increase

Maximum Monthly Administrative Charge:

First Year	\$400.00
Thereafter	\$40.00

Schedule of Premiums

Planned Annual Premium \*\*  
Years 1 thru 4                      \$52,393.23  
Monthly Minimum Premium:                      \$1,359.49  
Maximum Premium Expense Charge:                      6.50%

\* This coverage may expire prior to the Maturity Date if premiums paid are insufficient to continue the coverage to that date. There may be little or no Cash Value on that date.

\*\* If the Planned Annual Premium is paid on the first day of each policy year, and the Actual Investment Return is 4% and the guaranteed maximum charges apply in all years, this Policy will terminate in policy year 18 unless additional premium is paid or unless a Minimum Guaranteed Death Benefit is in effect.



Secretary

New England Life  
Insurance Company

2. Table of Guaranteed Maximum Cost of Insurance Rates per \$1,000  
Based on the 1980 CSO Nonsmoker Table B

Policy Number

Y151280

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 2 WILL BE CHANGED.  
SEE SECTION 16.

Policy Year	Monthly Rate	Policy Year	Monthly Rate	Policy Year	Monthly Rate
----	----	----	----	----	----
1	\$ .1250	24	\$ .6842	47	\$ 6.5767
2	.1317	25	.7500	48	7.2000
3	.1367	26	.8200	49	7.8975
4	.1442	27	.8958	50	8.6883
5	.1525	28	.9833	51	9.5850
6	.1633	29	1.0800	52	10.5667
7	.1750	30	1.1917	53	11.6208
8	.1875	31	1.3217	54	12.7175
9	.2025	32	1.4683	55	13.8650
10	.2167	33	1.6292	56	15.0375
11	.2342	34	1.8033	57	16.2525
12	.2508	35	1.9892	58	17.5242
13	.2717	36	2.1867	59	18.8758
14	.2925	37	2.4017	60	20.3442
15	.3150	38	2.6450	61	22.0033
16	.3408	39	2.9592	62	24.1133
17	.3675	40	3.2408	63	27.0742
18	.3967	41	3.6142	64	31.7475
19	.4317	42	4.0325	65	39.8075
20	.4708	43	4.4867	66	54.7817
21	.5158	44	4.9708	67	83.3333
22	.5675	45	5.4808		
23	.6233	46	6.0108		

  
Secretary

3. Surrender Charge

Policy Number	Face Amount	Date of Issue
0Y151280	\$5,000,000	January 19, 2006

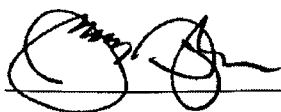
THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 3 WILL BE CHANGED.  
SEE SECTION 16.

The Surrender Charge Period of the initial Face Amount is 11 years.

The Maximum Deferred Sales Charges for the first 5 years are shown below. The Maximum Deferred Sales Charges for the last policy month of each of the remaining years of the Period are shown below; the Maximum Charges for other months will reflect the number of completed months of the Period in the year of surrender, lapse or decrease in Face Amount.

The Deferred Administrative Charge is level throughout the first year of the Period and is shown below. The Charge for the last policy month of each of the remaining years of the Period is shown below; the charge for other months will reflect the number of completed months of the Period in the year of surrender, lapse or decrease in Face Amount.

Year of Surrender Charge Period	Maximum Deferred Sales Charge	Deferred Administrative Charge
1	\$15,427.50	\$12,500.00
2	20,196.00	11,250.00
3	20,196.00	10,000.00
4	20,196.00	8,750.00
5	20,196.00	7,500.00
6	16,830.00	6,250.00
7	13,464.00	5,000.00
8	10,098.00	3,750.00
9	6,732.00	2,500.00
10	3,366.00	1,250.00
11	0.00	0.00



Secretary



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4. Not Applicable

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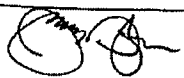


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New England Life  
Insurance Company

5. Not Applicable

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6. Accounts Available on the Date of Issue

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**Policy Number**

Y151280

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Variable

Zenith Equity Portfolio  
BlackRock Bond Income Portfolio  
BlackRock Money Market Portfolio  
MetLife Stock Index Portfolio  
MFS Total Return Portfolio  
Harris Oakmark Focused Value Portfolio  
FI Value Leaders Portfolio  
Fidelity VIP Equity-Income Portfolio  
Fidelity VIP Overseas Portfolio  
Loomis Sayles Small Cap Portfolio  
Salomon Brothers U.S. Government Portfolio  
BlackRock Legacy Large Cap Growth Portfolio  
FI International Stock Portfolio  
Davis Venture Value Portfolio  
Salomon Brothers Strategic Bond Opportunities Port  
FI Mid Cap Opportunities Portfolio  
Russell 2000 Index Portfolio  
BlackRock Investment Trust Portfolio  
BlackRock Diversified Portfolio  
BlackRock Aggressive Growth Portfolio  
Oppenheimer Global Equity Portfolio  
T. Rowe Price Small Cap Growth Portfolio  
Harris Oakmark Large Cap Value Portfolio  
Neuberger Berman Mid Cap Value Portfolio  
T. Rowe Price Large Cap Growth Portfolio  
Lehman Brothers Aggregate Bond Index Portfolio  
Morgan Stanley EAFE Index Portfolio  
BlackRock Strategic Value Portfolio  
MetLife Mid Cap Stock Index Portfolio  
RCM Global Technology Portfolio  
PIMCO Total Return Portfolio  
BlackRock Large Cap Value Portfolio  
Harris Oakmark International Portfolio  
Met/AIM Mid Cap Core Equity Portfolio  
Met/AIM Small Cap Growth Portfolio  
Neuberger Berman Real Estate Portfolio  
MFS Research International Portfolio  
Lord Abbett Bond Debenture Portfolio  
Jennison Growth Portfolio  
Oppenheimer Capital Appreciation Portfolio

CONTINUED ON SECOND PAGE

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6. Accounts Available on the Date of Issue

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**Policy Number**

Y151280

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Variable

MetLife Conservative Allocation Portfolio  
MetLife Conservative to Moderate Allocation Port  
MetLife Moderate Allocation Portfolio  
MetLife Moderate to Aggressive Allocation Port  
MetLife Aggressive Allocation Portfolio  
MFS Investors Trust Portfolio  
American Funds Growth Fund  
American Funds Growth-Income Fund  
American Funds Global Small Capitalization Fund  
Janus Aggressive Growth Portfolio  
Franklin Templeton Small Cap Growth Portfolio  
T. Rowe Price Mid-Cap Growth Portfolio

Fixed

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Secretary

## 7. Contract

### **The Contract**

This Policy is a legal contract between the Owner of the Policy (called "you") and New England Life Insurance Company, a Massachusetts corporation, (called "the Company"). The Policy, which includes the attached Application and any Application for adjustment of the Policy, is the entire contract between you and the Company. All riders are listed in Section 1. A change in or waiver of the provisions of the Policy must be signed by the President or the Secretary of the Company to be valid.

### **Payments Under the Contract**

All contract amounts are in dollars of the United States of America. Payments by the Company under the contract will be made at the Home Office of the Company. The obligations of the Company are subject to all payments made and actions taken by the Company under the Policy before receipt by the Company at its Home Office of proof of death of the Insured.

### **Dates**

Policy years, months and anniversaries are all measured from the Policy Date. Contestable and suicide periods start on the Date of Issue and on the Adjustment Date for each increase in Face Amount. The Policy Date, the Date of Issue and each Adjustment Date are all shown in Section 1.

### **Not Contestable After Two Years**

Insurance is issued by the Company in reliance on the statements made in the Application for the insurance. Those statements are representations; they are not warranties. No statement can be used to contest or rescind insurance or to defend against a claim unless contained in the Application for the insurance. The insurance issued under this Policy will not be contestable after it has been in force during the life of the Insured:

- With respect to the amount of Death Benefit which results from other than payments for which proof of insurability is required, for two years from the Date of Issue; and
- With respect to any amount of Death Benefit which results from a payment for which proof of insurability is required, for two years from the date that payment is received; and
- With respect to the amount of the Death Benefit associated with each increase in Face Amount, for two years from the Adjustment Date for that increase.

### **Suicide Within Two Years**

If the Insured dies by suicide while sane or insane within two years from the Date of Issue, the Death Benefit will be limited to: the amount of the premiums paid; less any Policy Loan Balance on the date of death; and less any partial surrenders.

If the Insured dies by suicide while sane or insane more than two years after the Date of Issue but within two years from the Adjustment Date for an increase in Face Amount, the Death Benefit for that increase in Face Amount will be limited to the Monthly Deductions and any Face Amount Increase Administrative Charge made to pay for that increase.

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**Age of Insured**

The age of the Insured on the Policy Date and on each policy anniversary means the age at the nearest birthday of the Insured. For an increase in Face Amount during a policy year, age means age at the start of that policy year.

If the age or sex of the Insured has not been correctly stated in the Application, the Death Benefit will be the amount that the most recent Monthly Deduction which was made would have provided for the correct age and sex.

**Claims of Creditors**

The Policy and payments under it are exempt from the claims of creditors to the extent allowed by law.

**Basis of Values**

"1980 CSO" means Commissioners 1980 Standard Ordinary; it is used to describe mortality tables. Minimum Cash Values, Reserves and Guaranteed Insurance Factors are based on the mortality table shown in Section 2. Interest is compounded daily at the effective rate of 4% per year. A detailed statement of the method of computing values has been filed, where required, with the Insurance Department of the state in which the Policy is delivered. All values are equal to or in excess of the minimum values required by the law of that state.

**Periodic Reports**

The Company will send you all reports required by law and regulation. Such reports will be sent once each year or more often if required by law or regulation. The annual report will include, as of the date for which the report is made: the Death Benefit; the Cash Value; any Policy Loan Balance; and any other information required by law or regulation.

**Policy Illustration of Benefits and Values**

Upon written request the Company will send you a policy illustration which will illustrate benefits and values under the Policy.

**Postponement of Variable Benefits**

Except for a Policy Loan that will be used to pay premiums on policies issued by the Company, the Company can postpone the determination of and the payment or transfer of amounts based on separate investment account performance if:

- The New York Stock Exchange is closed for trading (except for normal weekend and holiday closing) or when trading is restricted; or
- The Securities and Exchange Commission determines that a state of emergency exists which may make payment or transfer impractical; or
- The Securities and Exchange Commission orders the Variable Account or orders the New England Zenith Fund or its successor or any other investment company in which the Variable Account is invested to postpone payment or transfer of variable benefits.

**Postponement of Surrenders, Transfers and Loans From The Fixed Account**

The Company can postpone the payment of the portion of the Policy's Net Cash Value which is in the Fixed Account for not more than six months after surrender. If payment is postponed for more than 30 days, it will be credited with interest from the date of surrender. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year.

The Company can postpone transfers from the Fixed Account for not more than six months from the date of the request. The effective date of the transfer is the date on which values are transferred from the Fixed Account.

The Company can postpone the making of any Policy Loan and any partial surrender from the Fixed Account for not more than six months from the day you apply, except Loans or partial surrenders to pay premiums on policies issued by the Company.

## 8. The Variable Account

### The Variable Account

The Variable Account (called "the Account") is a separate investment account established by the Company in accordance with Delaware law. The assets of the Account are owned by the Company. The assets of the Account will be used to provide values and benefits under this Policy and similar policies. The portion of the Account assets equal to the reserves plus other policy liabilities of the Account is not chargeable with liabilities arising out of any other business the Company may conduct. The Company reserves the right to transfer to its general account Variable Account assets which exceed the total of reserves and other liabilities of the Account. Income and realized and unrealized capital gains and losses of the Account are credited to the Account without regard to any of the Company's other income or capital gains and losses.

### Sub-Accounts

The Account consists of sub-accounts, each of which is invested in shares of one portfolio of the New England Zenith fund or its successor or any other investment company in which the Account is invested. Shares of a portfolio are purchased for a sub-account at their net asset value.

The Policy's first investment is made in the Money Market sub-account as of the latest of:

- The Policy Date;
- The date of the Part II of the Application for the initial Face Amount, if any is required; and
- The date the first premium is received by the Company.

The Policy's Cash Value will be transferred, based on your choice, to the sub-accounts and the Fixed Account as of the later of: 45 days after Part I of the Application for the initial Face Amount is signed; and 10 days after the Company mails the separate Notice of Withdrawal Right for the initial Face Amount. Before this transfer, the values and benefits of the Policy will depend on the net investment performance of the Money Market sub-account. After this transfer each net premium allocated to the Account and each net unscheduled payment allocated to the Account will be invested in the sub-accounts you chose as of the date it is received by the Company at its Home Office.

Each distribution of income, dividends and capital gains from a portfolio to a sub-account will be reinvested for the benefit of the owners of the policies in that sub-account at net asset value in shares of the portfolio which made the distribution.

The Cash Value of the Policy at any time cannot be allocated among more than 10 sub-accounts, except with the consent of the Company; and the Fixed Account will be counted in the limit of 10.

The values and benefits of a policy depend on: the investment performance of the portfolios in which the sub-accounts are invested; and the interest credited to the Fixed Account. The Company does not guarantee the investment performance of the portfolios of the sub-accounts. You bear the investment risk for amounts invested in the sub-accounts for your Policy.

### Choice of Sub-Accounts

You choose the sub-accounts in which net premiums and net unscheduled payments are to be invested. You can change the choice for future premiums and future unscheduled payments at any time by notice to the Company. The change will be effective as of the date the request is received by the Company at its Home Office. The portion of the net premium and the net unscheduled payment to be applied to each sub-account chosen must be a whole percent not less than 10.

The portfolios as of the Date of Issue are listed in the then current prospectus for the Account and in Section 6.

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**Change in Portfolios**

The Company can add or remove portfolios as sub-account investments as permitted by law. When a change is made, the Company will send you: a revised prospectus for the Account which will describe all of the portfolios then available in the New England Zenith Fund or its successor or any other investment company in which the Account is invested; and any notice required by law.

When a portfolio is removed, the Company has the right to substitute a different portfolio in which the sub-account will then invest:

- The value of the removed portfolio; and
- Future net premiums and future net unscheduled payments applied to that sub-account.

**Transfer Option**

After the Right to Return the Policy period you can transfer all or a portion of the Policy's existing share of a sub-account to another sub-account or to the Fixed Account. (See Restriction of New Amounts Applied to the Fixed Account provision.) Requests for transfers can be made in writing or by telephone. The Company is not responsible for determining the authenticity of transfer instructions received by telephone. Transfers will be subject to a limit of 4 in each policy year, except with the consent of the Company. A transfer out of the Fixed Account will not count against this limit.

**Change of Investment Policy**

The investment policy of the Account will not be changed unless: (a) the change has been approved by the Insurance Commissioner of the Commonwealth of Massachusetts; and (b) a statement of the approval process has been filed with the Insurance Department of the state in which this Policy is delivered. If the investment policy of the Account is changed, the Company will give you written notice of the change. You can then choose to convert this Policy to fixed benefit coverage. The conversion will be on the same basis as that described in the 24 Months Conversion Right section. (See Section 17.) Your request to convert this Policy must be made within 60 days of the later of: (a) the effective date of the investment policy change; or (b) the date you receive the notice of the change.

**Rights Reserved by the Company**

The Company reserves the right to take certain actions subject to compliance with law including, if required, the approval of the owners of the policies. These actions are: (a) to create new investment accounts; (b) to combine any two or more separate investment accounts, including the Account; (c) to invest some or all of the assets of the Account other than in the New England Zenith Fund; (d) to invest some or all of the assets of the Account in any other investment company chosen by New England Life Insurance Company; (e) to remove a portfolio in which the sub-account is invested or to substitute a different portfolio; (f) to operate the Account as a management investment company and to charge investment advisory fees under the Investment Company Act of 1940 or to operate the Account in any other form permitted by law; and (g) to deregister the Account under the Investment Company Act of 1940 if registration is no longer required.



## 9. The Fixed Account

### **The Fixed Account**

The Fixed Account is a segmented fund within the general account of the Company.

If you choose the Fixed Account, the first date on which money is applied to the Fixed Account for the Policy is the latest of:

- 45 days after Part I of the Application for the initial Face Amount is signed;
- 10 days after the Company mails the separate Notice of Withdrawal Right for the initial Face Amount; and
- The effective date of the choice of the Fixed Account.

Before this date, the value of the portion of the net premium and any net Unscheduled Payment allocated to the Fixed Account will depend on the net investment performance of the Money Market sub-account of the Variable Account. After this date each net premium allocated to the Fixed Account and each net unscheduled payment allocated to the Fixed Account will be applied as of the date it is received by the Company at its Home Office. Each transfer to the Fixed Account will be applied as of the transfer date.

### **Fixed Account Interest**

Except as noted in the Repayment of Loans provision of Section 15, the rate of interest for each amount applied to the Fixed Account: will be the rate set by the Company in advance for the date the amount is applied to the Fixed Account; and will not be less than a rate equivalent to an annual effective rate of 4%. The effective interest rate used on the Policy will be the weighted average of all such rates for the Policy.

Each year, on the policy anniversary, the Company will determine a portion, if any, of the Policy's portion of the Fixed Account which will be reinvested at the rate effective on that date.

Interest will be credited to the Fixed Account on a daily basis.

### **Restriction of New Amounts Applied to the Fixed Account**

The Company reserves the right to restrict new amounts applied to the Fixed Account if the rate of interest that would be used for the new amount is a rate equivalent to an annual effective rate of 4%.

### **Transfers Out of the Fixed Account**

You can transfer a limited amount of the Policy's portion of the Fixed Account to the sub-accounts once within 30 days after each policy anniversary. The transfer will be limited to the greater of: 25% of the Policy's portion of the Fixed Account on the transfer date; and the amount of the Policy's portion of the Fixed Account transferred to the sub-accounts the prior year. However, if less than \$100.00 would remain in the Fixed Account after the transfer, you can transfer the remainder to the sub-accounts. Requests for transfers can be made in writing or by telephone. The Company is not responsible for determining the authenticity of transfer instructions received by telephone.

### **Choice of the Fixed Account**

You can choose to have net premiums and net unscheduled payments applied to the Fixed Account. You can change the choice for future net premiums and future net unscheduled payments at any time by notice to the Company in writing. (See the Restriction of New Amounts Applied to the Fixed Account provision.) The portion of the net premium and net unscheduled payment to be applied to the Fixed Account must be a whole percent not less than 10.

## 10. Death Benefit

### Death Benefit

If the Insured dies before the Maturity Date, the Company will pay a Death Benefit to the Beneficiary. The amount of the Death Benefit will depend on the Death Benefit Option in effect on the date of death. The amount payable will be reduced by any Policy Loan Balance on the date of death. If the Insured dies during the grace period, the Amount Due (see Grace Period provision in the Monthly Deduction Section) will be deducted from the policy proceeds to cover Monthly Deductions to the date of death. The policy proceeds will be paid in one sum unless all or part of the proceeds is applied to a Payment Option. (See Payment of Benefits, Section 19.)

### Death Benefit Options

This Policy provides two Death Benefit Options. The Death Benefit Option will be as chosen in the Application or as later changed. The Death Benefit Option is shown in Section 1. If Option 1 is chosen the Death Benefit on the date of death is equal to the greater of (a) and (c) and if Option 2 is chosen the Death Benefit on the date of death is equal to the greater of (b) and (c), where:

- (a) is equal to the Face Amount shown in Section 1;
- (b) is equal to the Face Amount shown in Section 1 plus the Cash Value; and
- (c) is equal to the Death Benefit which will allow the Policy to continue to qualify as a flexible premium adjustable life insurance contract under the Internal Revenue Code and any interpretive regulation or rulings by the Internal Revenue Service.

The Company will calculate (c) as the Applicable Percent of: the Cash Value of the Policy plus the pro rata portion of any monthly deduction made for a period beyond the date of death. The percent used will be based on the age of the Insured at the beginning of the policy year as shown in the Table of Applicable Percentages below.

**Table of Applicable Percentages**

Age	Applicable Percent	Age	Applicable Percent
0 through 40	250	61	128
41	243	62	126
42	236	63	124
43	229	64	122
44	222	65	120
45	215		
46	209	66	119
47	203	67	118
48	197	68	117
49	191	69	116
50	185	70	115
51	178	71	113
52	171	72	111
53	164	73	109
54	157	74	107
55	150	75 through 90	105
56	148	91	104
57	142	92	103
58	138	93	102
59	134	94 through 99	101
60	130	100	100

When you apply for a Level Term Insurance Rider on this Policy, you can choose to have the Term Amount of the Rider added to the Face Amount of the Policy for purposes of calculating the Death Benefit. Your choice cannot be changed.

## 11. Premiums

### Changing the Death Benefit Option

After the first policy year you can change the Death Benefit Option by written application to the Company. A change in Death Benefit Option will be effective on the Adjustment Date shown in the new Policy Schedule.

Except with the consent of the Company, a change from Option 1 to Option 2 can be made only if the Face Amount after the change is at least \$100,000. If you change from Option 1 to Option 2:

- The Face Amount will be decreased, if necessary, such that the Death Benefit immediately before and after the changes is the same;
- A decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis; and
- No surrender charge will apply.

A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy.

If you change from Option 2 to Option 1:

- The Face Amount will be increased, if necessary, such that the Death Benefit immediately before and after the changes is the same; and
- This increase in Face Amount will be applied to the initial Face Amount and to each prior increase in Face Amount on a pro rata basis.

The requirements in the Increase in Face Amount provision of Section 16 do not apply to a change from Option 2 to Option 1.

### Payment

Premiums are payments made to the Company to pay for the Policy. The Policy will not be in force until the first premium is paid. After the first premium is paid, premiums can be paid: at any time; and in any amount, subject to the Limits on Premiums below. Payments can be made at the Home Office of the Company or at any Agency of the Company. A receipt for payment signed by the Secretary of the Company will be given on request. Unless you request otherwise in writing to the Company, any payment received by the Company when a Policy Loan exists on the Policy will be used: *first*, as a planned premium; *second*, as payment of the loan interest due; *third*, as a repayment of the Policy Loan; and *fourth*, as an unscheduled payment.

### Amount and Frequency

Planned annual premiums are shown in Section 1. Payments and Planned Premium Dates can be annual, semi-annual or quarterly or can be at any frequency agreed to by the Company. (See Limits on Premiums below.)

Unscheduled payments can be made at any time prior to the Maturity Date. (See Limits on Premiums below.)

Cash Values and Death Benefits will be permanently affected by the amount and frequency of planned and unscheduled payments.

### Limits on Premiums

Payments are subject to these limits:

- No payment can be less than \$25; and
- Total planned and unscheduled payments will be limited to the Company's published maximum; and
- No unscheduled payment can be made if it increases the Death Benefit by more than it increases the Cash Value, except with evidence of insurability and the consent of the Company; and
- No planned premium can be increased except with the consent of the Company.

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## 12. Monthly Deduction

This Policy is intended to qualify as a flexible premium adjustable life insurance contract under the Internal Revenue Code and any interpretive regulation or rulings by the Internal Revenue Service. To that end, premiums on this Policy are limited to an amount no greater than that allowing the Policy to continue to qualify.

### **Net Payments**

Each net premium and each net unscheduled payment is equal to: the payment; less no more than the Maximum Premium Expense Charge at the rate shown in Section 1.

### **Monthly Deduction**

On the first day of each policy month, whether or not premiums are paid, the Company will make a Monthly Deduction for that policy month from the Cash Value of this Policy. The amount of the Monthly Deduction for a policy month is equal to:

- The cost of insurance and the cost of any riders for the policy month;  
PLUS
- An amount not greater than the Maximum Monthly Policy Fee shown in Section 1;  
PLUS
- An amount not greater than the Maximum Monthly Administrative Charge shown in Section 1.

If the Policy meets the Monthly Minimum Premium test, whether or not premiums are paid, the Monthly Deduction will be made, until the Cash Value equals zero. Otherwise, the Monthly Deduction will be made, as long as the Net Cash Value is sufficient to cover the entire Monthly Deduction. This provision will not continue the Policy beyond the Maturity Date; nor will it continue any rider beyond the termination date as provided in the rider.

The Monthly Deduction will be deducted in the same proportion as the Cash Value of the Policy is in the sub-accounts and the Fixed Account.

### **Cost of Insurance**

The monthly cost of insurance for the Policy is equal to: the amount at risk; times the cost of insurance rate per \$1,000 for that month divided by 1,000. The amount at risk is equal to:

- The Death Benefit on the first day of the policy month discounted at .3273745%, the monthly equivalent of 4% per year;  
LESS
- The Cash Value on the first day of the policy month after the Monthly Deduction has been processed.

**Cost of Insurance Rates**

The cost of insurance rates will be set by the Company each year on the policy anniversary, based on the expectations of the Company as to future experience. The rates are guaranteed for one year.

The Table of Guaranteed Maximum Cost of Insurance Rates per \$1,000 (see Section 2) shows the maximum guaranteed rate for each policy month which starts on the Policy Date or a policy anniversary. The rates between anniversaries vary monthly based on the assumption of uniform distribution of deaths throughout the policy year. The cost of insurance rates for each policy year for the initial Face Amount and for each increase in Face Amount are based on: the sex of the Insured; the underwriting class of the Insured; and the age of the Insured on the first day of the policy year.

**Monthly Deduction Adjustment At Death**

The portion of any Monthly Deduction made for a period beyond the date of death will be added to the policy proceeds unless this amount has already been included in the Death Benefit as described in (c) in Section 10. If the Insured dies during the grace period, an amount will be deducted from the policy proceeds to cover Monthly Deductions to the date of death.

**Grace Period**

Unless the Policy meets the Monthly Minimum Premium test, if the Net Cash Value on the first day of a policy month is not enough to cover the Monthly Deduction for that month, the Company will mail a premium notice to you and any assignee at the addresses on record with the Company. There is a grace period of 62 days from the date when the Monthly Deduction was due in which to pay the Amount Due. The Amount Due is the least of: a premium large enough to permit the Monthly Deduction to be made; and a premium large enough to meet the Monthly Minimum Premium Test. The insurance remains in force during the grace period. If the premium remains unpaid at the end of its 62-day grace period, the Policy will lapse without value. Any riders will also lapse without value unless otherwise stated in the rider.

**Monthly Minimum Premium**

The Company will do the following comparison on the first day of each policy month during the first five policy years unless: the Face Amount has been increased; or the Policy has been lapsed; or this Policy is the result of the exercising of a Change to a New Insured rider.

The Company will compare (a) to (b), where: (a) equals the total of the Monthly Minimum Premiums for the Policy from the Policy Date to that policy month; and (b) equals the total premiums paid to date less all partial surrenders and any Policy Loan Balance at that time. If (b) is greater than or equal to (a), the Policy will not be lapsed if the Net Cash Value on the first day of the policy month is not enough to cover the Monthly Deduction due for that month.

The Monthly Minimum Premium is shown in the Policy Schedule. (See Section 1.) This Premium will be recalculated when: the Face Amount is decreased; the amount provided by riders attached to this Policy is changed; a partial surrender is made which results in a decrease in Face Amount; or the underwriting class of this Policy and its riders is changed to a more favorable underwriting class.

### 13. Reinstatement After Lapse

#### **Reinstatement**

If the Policy lapses, the Policy and riders can be reinstated. (See Limitations on Reinstatement below.) Reinstatement is subject to:

- Written application to reinstate; and
- Proof that the Insured is insurable; and
- Payment of a premium large enough to keep the Policy and any riders in force for at least two months; and
- Payment or reinstatement of any Policy Loan Balance which existed on the date when the Policy lapsed.

#### **Limitations on Reinstatement**

The Policy and riders cannot be reinstated, except with the consent of the Company, if more than seven years have passed since the date of lapse.

Any rider which provides life or disability insurance on a person other than the Insured can be reinstated only as stated in the rider.

#### **Effective Date of Reinstatement**

Reinstatement will take effect: only if the application for reinstatement is approved by the Company; and only when the premium for reinstatement has been paid, provided that at the time of payment there has been no change in insurability as represented in the application for reinstatement.

#### **Surrender Charge At and After Reinstatement**

A Surrender Charge was applied when the Policy lapsed. If the Policy is later reinstated, the Surrender Charge will be credited to the Cash Value of the Policy. The Surrender Charge on the date of reinstatement will be the same as it was on the date of lapse. For the purpose of determining the Surrender Charge on any date after reinstatement, the period the Policy was lapsed will not count.

#### **Maximum Monthly Administrative Charge After Reinstatement**

For the purpose of determining the Maximum Monthly Administrative Charge on any date after reinstatement, the period the Policy was lapsed will not count.

### 14. Cash Value of the Policy

#### **Cash Value**

The first net premium will be credited to the Policy as of the latest of:

- The Policy Date;
- The date of the last Part II of the Application for the initial Face Amount; and
- The date the first premium is received by the Company.

Each future net premium will be credited to the Cash Value as of the date it is received by the Company.

The Cash Value of the Policy will depend on the net investment performance of the Money Market sub-account until the later of: 45 days after Part I of the Application for the initial Face Amount is signed; and 10 days after the Company mails the separate Notice of Withdrawal Right for the initial Face Amount. Thereafter, the Cash Value of the Policy is equal to: the Policy's share of the chosen sub-accounts; plus the Policy's portion of the Fixed Account; plus the amount of any assets transferred to the general account of the Company because of Policy Loans. (See Section 15.) The amount of the Cash Value depends on: the frequency and amount of net planned premiums; the frequency and amount of net unscheduled payments; investment performance of the chosen sub-accounts; interest credited to the Policy's portion of the Fixed Account; Monthly Deductions; all chosen Death Benefit Options; partial surrenders; increases and decreases in Face Amount; transfers among sub-accounts and the Fixed Account; and Policy Loans. The Cash Value can increase or decrease on a daily basis, depending on: the actual investment performance of the chosen sub-accounts; and the interest credited to the Policy's portion of the Fixed Account. (See Actual Investment Return below.)

The Cash Value of the Policy is not increased by the cash value of any rider, unless stated in the rider.

**Net Cash Value**

The Net Cash Value is equal to:

- The Cash Value of the Policy;  
LESS
- Any Policy Loan Balance;  
LESS
- The Surrender Charge that would apply upon surrender, whether or not there is a surrender. (See Section 3.)

**Surrender of the Policy**

You can surrender the Policy for its Net Cash Value at any time before the Maturity Date by notice to the Company in writing. Upon surrender, the Policy will be cancelled. The Net Cash Value will be paid to you in one sum, unless you choose in writing to apply all or part to a Payment Option. (See Payment of Benefits, Section 19.) If you surrender the Policy during the grace period, an amount will be deducted from the Net Cash Value to cover the Monthly Deduction to the date of surrender.

**Monthly Cost of Insurance Adjustment At Surrender or Partial Surrender**

The pro rata portion of any monthly cost of insurance deduction made for a period beyond the date of surrender or partial surrender (See Section 16) will be added to the surrender proceeds.

**Actual Investment Return**

The Policy has an Actual Investment Return for each Valuation Period for its share of each chosen sub-account and for its portion of the Fixed Account. The Policy's Actual Investment Return for each sub-account for each Valuation Period is equal to (a) minus (b); where:

- (a) is equal to the Policy's share of the sub-account as of the end of the Valuation Period;  
PLUS  
the monthly charges deducted in the Valuation Period;  
LESS  
any net planned premium and net unscheduled payment credited during the Valuation Period;  
PLUS

the total of the partial surrenders made during the Valuation Period;

PLUS

the interest credited during the Valuation Period to any borrowed portion of the Policy's Cash Value;

PLUS or LESS

a charge or credit for the Policy's share of any reserve for taxes which the Company determines to apply to the sub-account; and

- (b) is equal to the Policy's share of the sub-account as of the end of the most recent Valuation Period;  
PLUS or LESS

a charge or credit for the Policy's share of any reserve for taxes which the Company determines to apply to the sub-account.

The Actual Investment Return for the Fixed Account for each Valuation Period is equal to (a) minus (b); where:

- (a) is equal to the Policy's portion of the Fixed Account as of the end of the Valuation Period;  
PLUS  
the monthly charges deducted in the Valuation Period;  
LESS  
any net planned premium and net unscheduled payment credited during the Valuation Period;  
PLUS  
the total of the partial surrenders made during the Valuation Period;  
PLUS  
the interest credited during the Valuation Period to any borrowed portion of the Policy's Cash Value; and
- (b) is equal to the Policy's portion of the Fixed Account as of the end of the most recent Valuation Period.

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## 15. Policy Loans

There is a daily charge for mortality risk and expense risk against the Policy's share of the sub-accounts. This charge will not be greater than: .001369863014% which is a rate equivalent to .50% per year divided by 365.

### Valuation Periods and Valuation Dates

A Valuation Period for each sub-account is a period:

- Which starts on a Valuation Date; and
- Which ends on the next succeeding Valuation Date.

Each day the New York Stock Exchange is open for trading is a Valuation Date.

### Policy Loans

After the Right to Return the Policy period you can borrow all or part of the Loan Value of the Policy by written request to the Company. Policy Loans are made on the sole security of the Policy. The amount you can borrow at any time is equal to the Loan Value less any Policy Loan Balance at that time.

Unless you request otherwise, Policy Loans will reduce *first*, the Policy's share of the sub-accounts proportionately and *second*, the Policy's portion of the Fixed Account, except as noted below in the Interest on Loans; Policy Loan Balance provision. Assets equal to the amount of the Loan:

- Will be transferred to the general account of the Company; and
- Will earn interest at the effective rate per year of not less than: the Policy Loan Interest Rate; less 1.5%

Policy Loans, whether or not repaid, can have a permanent effect on Cash Values and Death Benefits.

### Loan Value

The Loan Value of the Policy on the date the Loan is made is equal to:

- 90% of the Cash Value of the Policy projected to the next policy anniversary or, if earlier, to the next Planned Premium Date;  
LESS
- The Surrender Charge that would apply upon surrender (whether or not there will be a surrender) on the next Planned Premium Date or, if greater, on the date the loan is made;  
LESS
- Loan interest to the next loan interest due date.

The Cash Value will be projected with interest at the effective rate per year of 1.5% less than the Policy Loan Interest Rate.



## 16. Adjustment

### Interest on Loans; Policy Loan Balance

Interest will be charged on Policy Loans at the Policy Loan Interest Rate shown in Section 1. Interest accrues daily. The Policy Loan Balance at any time means Policy Loans outstanding plus interest accrued to date. Loan interest is due on the policy anniversary each year. Loan interest not paid when due will be added to the Loan and interest will be charged on it; when loan interest is added to the Loan, the Policy's share of the sub-accounts and the Policy's portion of the Fixed Account will be reduced proportionately.

### Repayment of Loans

Policy Loans can be repaid to the Company at any time in whole or in part. Loan repayments will be allocated: *first*, to repay the Loans made against the Fixed Account; and *second*, unless you request otherwise, to repay the Loans made against the sub-accounts in the same proportion as the Policy is invested in the sub-accounts.

The rate of interest for each loan repayment allocated to the Fixed Account will be the lesser of: the rate set by the Company in advance for the date the loan repayment is allocated to the Fixed Account; and the effective interest rate (see Fixed Account Interest) for the Policy on the date of the repayment.

A Policy Loan is a charge against the Policy. The proceeds of the Policy will be reduced by any Policy Loan Balance on the date of death of the Insured. If the Policy Loan Balance at any time exceeds the Cash Value of the Policy less the Surrender Charge on the next loan interest due date or, if greater, on the current Valuation Date (called "excess Policy Loan"), the Company will mail a notice to you and to any assignee. The notice will be mailed to the addresses on record with the Company. If the excess amount is not paid to the Company within 62 days after the mailing of the notice, the Policy will lapse without value.

Unless you request otherwise, any payment received by the Company when a Policy Loan exists on the Policy will be used: *first*, as a planned premium; *second*, as payment of the loan interest due; *third*, as a repayment of the Policy Loan; and *fourth*, as an unscheduled payment.

### Increase in Face Amount

After the first policy year, the Face Amount can be increased on the first day of any policy month. (See Limit on Adjustments below.) An increase in Face Amount is subject to:

- Written application to increase the Face Amount;
- Proof that the Insured is insurable;
- New insurance for the amount of the increase on the same plan at the age of the Insured on the Adjustment Date being allowed under the underwriting rules of the Company;
- The amount of the increase being at least \$25,000, except with the consent of the Company;
- A Monthly Deduction for the increase. (See Monthly Deduction, Section 12.); and
- A Face Amount Increase Administrative Charge not greater than the Maximum stated in Section 1, unless the increase is not medically underwritten, to be deducted from the Cash Value in the same proportion as the Cash Value of the Policy is in the sub-accounts and the Fixed Account.

There is a new Surrender Charge Period associated with an increase in Face Amount. (See Section 3).

The amount of any rider which is attached to the Policy can be increased only as stated in the rider.

The Application to increase the Face Amount must be signed by the Insured and by you. An increase will be effective on the Adjustment Date shown in the new Policy Schedule.

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**Decrease in Face Amount**

The Face Amount may be decreased by written application to the Company; but only if the Face Amount which will remain after a decrease is at least \$100,000, except with the consent of the Company. No portion of the Cash Value will be paid to you. A Surrender Charge may apply to a decrease in Face Amount. (See Section 3.) Any Surrender Charge applied will be based on the amount of the decrease. Thereafter, any Surrender Charges will be proportional to the remaining Face Amount. Any decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis, except with the consent of the Company. The Cash Value after the decrease in Face Amount will be equal to: the Cash Value just prior to the decrease; less any Surrender Charge for the decrease. The Death Benefit will be recalculated based on the new Face Amount and the Cash Value after the decrease. A decrease in Face Amount will be effective on the Adjustment Date shown in the new Policy Schedule. A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy.

**Partial Surrender**

After the Right to Return the Policy Period, you can make a partial surrender by written request to the Company. A portion of the Cash Value will be paid to you. A Surrender Charge may apply if you make a partial surrender. (See Section 3.) Any Surrender Charge applied will be based on the amount of the decrease in Face Amount. (See below). Thereafter, any Surrender Charge will be proportional to the remaining Face Amount. In each policy year, partial surrenders will be limited, except with the consent of the Company, to: 20% of the Net Cash Value on the day the first partial surrender is made for the policy year; or, if less, the Loan Value minus any Policy Loan Balance. The amount of the partial surrender will be deducted from the Cash Value. The Death Benefit of the Policy will be based on the Face Amount after the partial surrender and the reduced Cash Value. The Face Amount of the Policy will be reduced, if necessary, so the amount at risk after the partial surrender is not greater than the amount at risk before the partial surrender. (See Cost of Insurance, Section 12). Any decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis, except with the consent of the Company. The Face Amount which will remain after the partial surrender must be at least \$100,000, except with the consent of the Company. A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy.

Unless you request otherwise, a partial surrender will reduce: *first*, the Policy's portion of the sub-accounts proportionately; and *second*, the Policy's portion of the Fixed Account.

## 17. 24 Months Conversion Right

### Limit on Adjustments

On an Adjustment Date you can have only one increase in Face Amount. Therefore, if this Policy includes a Level Term Insurance Rider and you request both an exchange of term insurance for an increase in Face Amount and an additional increase in Face Amount for this Policy:

- If the two increases will be on the same underwriting class, the two requests will be combined and processed as one adjustment; otherwise
- The additional increase in Face Amount will be processed first and the exchange of term insurance will be processed one month later.

### Adjustment of the Policy

The Policy Schedule and Sections 2 through 5, must be changed to reflect an increase or a decrease in the Face Amount. The Policy Schedule must be changed also to reflect a change in the Death Benefit Option. The changed Policy Schedule and the changed Sections 2 through 5, if any, and the Application for the adjustment will be made part of the Policy by adjusting the Policy. The Company can, at its option, adjust the Policy:

- By sending you a new Policy Schedule, and new Sections 2 through 5, if any, and a copy of the Application for the adjustment for you to attach to the Policy; or
- By requiring that the Policy be returned to have the new Policy Schedule and new Sections 2 through 5, if any, and a copy of the Application for the adjustment attached to the Policy by the Company; or
- By sending you an adjusted policy to take the place of this Policy.

Upon adjustment the Policy will be in force only as adjusted.

### 24 Months Conversion Right

The 24 Months Conversion Right allows you to convert all or a portion of this Policy, subject to the terms of this Section, to fixed benefit coverage; by transferring value to the Fixed Account; and by allocating future premiums and future net unscheduled payments to the Fixed Account.

A request to exercise the 24 Months Conversion Right must be in written form satisfactory to the Company. The 24 Months Conversion Right can be exercised:

- Once within 24 months after the Date of Issue of the Policy;
- Once within 24 months after the Adjustment Date of an increase in Face Amount; and
- Even if the Company is restricting new amounts applied to the Fixed Account. (See Restriction of New Amounts Applied to the Fixed Account provision of Section 9.)

If the Company is not restricting amounts applied to the Fixed Account: you can transfer to the Fixed Account all or part of the Policy's Cash Value in the sub-accounts; and you can allocate all or part of future net premiums and net unscheduled payments to the Fixed Account. However, at any time in the future if the Company is restricting new amounts applied to the Fixed Account, the Company reserves the right to limit the allocation of future net premiums and net unscheduled payments to the Fixed Account to the Policy's lowest Fixed Account allocation percentage since the most recent date when this Right was exercised. The Policy's share of the sub-accounts will be reduced proportionately when Cash Value is transferred under this Right.

If the Company is restricting amounts applied to the Fixed Account: you can transfer to the Fixed Account the portion of the Policy's Cash Value in the sub-accounts which is attributable to the coverage for which this Right is being exercised; and you can allocate future net premiums and net unscheduled payments to the Fixed Account based on the Company's published rules. The Policy's share of the sub-accounts will be reduced proportionately when Cash Value is transferred under this Right.

Transfers to the Fixed Account resulting from the exercise of the 24 Months Conversion Right are not counted in the limit of 4. (See Transfer Option provision of Section 8.)

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## 18. Owner and Beneficiary

### **Owner**

The Owner of the Policy is named in the Application (see copy attached); but, the Owner can be changed. The new Owner will succeed to all rights of the Owner, including the right to make a further change of Owner. At the death of the Owner, his or her estate will be the Owner, unless a successor Owner has been named. In this Policy "you" means the Owner, whether the Owner is a person, a partnership, a corporation, a fiduciary or any other legal entity. The rights of the Owner will end at the death of the Insured, except for Payment of Benefits. (See Section 19.)

### **Beneficiary**

The Beneficiary is named in the Application (see copy attached); but, the Beneficiary can be changed before the death of the Insured. The Beneficiary can be a person, a corporation, a partnership, a fiduciary or any other legal entity. A person must survive the Insured to qualify as Beneficiary. If none survives, the proceeds will be paid to the Owner.

### **Change of Owner or Beneficiary**

A change of Owner or Beneficiary must be in written form satisfactory to the Company, and must be dated and signed by the Owner who is making the change. The change will be subject to all payments made and actions taken by the Company under the Policy before the signed change form is received by the Company at its Home Office.

### **Assignments**

An absolute assignment of the Policy by the Owner is a change of Owner and Beneficiary to the assignee. A collateral assignment of the Policy by the Owner is not a change of Owner or Beneficiary; but their rights will be subject to the terms of the assignment. Assignments will be subject to all payments made and actions taken by the Company before a signed copy of the assignment form is received by the Company at its Home Office. The Company will not be responsible for determining whether or not an assignment is valid.

### **Designation of Owner and Beneficiary**

A numbered sequence can be used to name successive Owners or Beneficiaries. Co-Beneficiaries will receive equal shares unless otherwise stated.

In naming Owners or Beneficiaries, unless otherwise stated:

- "Child" includes an adopted or posthumous child;
- "Provision for issue" means that if a Beneficiary does not survive the Insured, the share of that Beneficiary will be taken by his or her living issue by right of representation; and
- A family relation such as "wife", "husband" or "child" means the relation to the Insured.

At the time for payment of benefits the Company can rely on an affidavit of any Owner or other responsible person to determine family relations or members of a class.

## 19. Payment of Benefits

### Payment

The policy proceeds will be paid in one sum, unless all or part of the proceeds is applied to a Payment Option. (See Section 20.) The Company will pay interest on the death and maturity proceeds from the date the proceeds become payable to the date of payment in one sum, or to the Option Date. The rate of interest will be set each year by the Company. The rate will not be less than: that required by law; or 3 1/2% per year. The interest payable on surrender proceeds is described in Section 7.

### Selection of Payment Options; Option Date

The selection of a Payment Option and the naming of the Payee must be in written form satisfactory to the Company. You can make or change or revoke the selection before death of the Insured. The Option Date is the effective date of the Payment Option, as stated in the selection form.

### Payee

The Payee is a person, a corporation, a partnership, a fiduciary or any other legal entity entitled to receive payment in one sum or under a Payment Option.

### Selection by Payees

Any proceeds payable in one sum at the death of the Insured, or upon surrender or maturity of the Policy, can be applied to any Payment Option chosen by the Payee. Further, with the consent of the Company, any Payee who is entitled to receive proceeds in one sum when a Payment Option ends, or at the death of a prior Payee, or when proceeds are withdrawn, can choose to apply the proceeds to a Payment Option.

### Rights of Payees

In the selection of a Payment Option the right can be given to the Payee:

- To withdraw principal and interest under the Fourth or Fifth Option; or
- To withdraw the commuted value of payments certain under the First, Second, or Sixth Option.

Under the Life Income Options only payments certain can be commuted. No Payee can assign, commute or withdraw the payments under any Payment Option, unless the right is reserved in the selection of the Option.

### Limitations

If instalments under an Option would be less than \$20, proceeds can be applied to a Payment Option only with the consent of the Company.

### Life Income Options

Guaranteed Life Income Options are based on the age of the Payee on the Payee's birthday nearest the Option Date. The Company will require proof of age. The Life Income payments will be based: on the rates shown in the Life Income Tables (Section 21); or, if they are greater, on the Payment Option rates of the Company on the Option Date. If the rates at a given age are the same for different periods certain, the longest period certain will be used.

### Purchase of Increased Payment Option Benefits

On the Option Date, a one sum purchase payment can be made to the Company to be added to the proceeds being applied to any Payment Option. The portion of Life Income payments purchased in this way will be based on the Payment Option rates of the Company on the Option Date, which may not be the rates shown in the Life Income Tables (Section 21). The purchase payment will be limited to the Company's published maximum for single premium immediate annuities on the Option Date. A portion of the purchase payment may be used by the Company to pay premium taxes on the purchase payment.

### Death of Payee

If a Payee under a Life Income Option dies within 30 days after the Option Date, the amount applied to the Option, less any payments made, will be paid in one sum, unless a Payment Option is chosen by the successor Payee. Otherwise, amounts to be paid after the death of a Payee under a Payment Option will be paid as due to the successor Payee. If there is no successor Payee, amounts to be paid in one sum, or the commuted value of any unpaid payments certain, will be paid in one sum to the estate of the last Payee to die.

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## 20. Payment Options

### Commutation Rate

The interest rate used to compute the commuted value of any unpaid payments certain:

- Under the First Option will be 3 1/2% per year; and
- Under the Life Income Options will be the rate used by the Company in computing the amount of the monthly payments.

### Payment Options

All or part of the policy proceeds can be applied to any one of the following Options, subject to Section 19, Payment of Benefits:

#### First Option: Income for a Specified Number of Years

The Company will make monthly payments which will include both principal and interest. Payments will start on the Option Date and will continue for the number of years chosen. The number of years chosen cannot be more than 30. Interest is at the rate of 3 1/2% per year compounded yearly. Additional interest paid by the Company for any year will be added to the monthly payments for that year.

Guaranteed monthly payments per \$1,000 of proceeds applied to the First Option are shown below:

Number of Years		Number of Years		Number of Years	
1	\$84.65	11	\$9.09	21	\$5.56
2	43.05	12	8.46	22	5.39
3	29.19	13	7.94	23	5.24
4	22.27	14	7.49	24	5.09
5	18.12	15	7.10	25	4.96
6	15.35	16	6.76	26	4.84
7	13.38	17	6.47	27	4.73
8	11.90	18	6.20	28	4.63
9	10.75	19	5.97	29	4.53
10	9.83	20	5.75	30	4.45

#### Second Option: Life Income

The Company will make equal monthly payments. Payments will start on the Option Date and will continue:

- During the life of the Payee, with no further payment after the death of the Payee, called "Life Income, No Refund"; or
- During the life of the Payee, but for at least 10 years, called "Life Income, 10 Years Certain"; or
- During the life of the Payee, but for at least 20 years, called "Life Income, 20 Years Certain".

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**Third Option: Life Income with Refund**

The Company will make equal monthly payments. Payments will start on the Option Date and will continue during the life of the Payee. At the death of the Payee, if the total payments made are less than the total proceeds applied to the Option, then:

- The difference will be paid in one sum, called "Life Income, Cash Refund"; or
- The equal monthly payments will continue until the total payments are equal to the total proceeds applied to the Option, called "Life Income, Instalment Refund".

**Fourth Option: Interest**

The Company will hold the proceeds at interest during the life of the Payee or for any other period agreed to by the Company. Interest on the proceeds:

- Will be paid each month to the Payee starting one month after the Option Date; or
- Will be added to the principal amount each year and will earn interest.

At the death of the Payee, or at the end of the period agreed to, the balance of principal and any accrued interest will be paid in one sum. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year.

**Fifth Option: Specified Amount of Income**

The Company will make monthly payments which will include both principal and interest. Payments will be in the amount chosen. Payments can be quarterly or at any other frequency chosen, and payments can be for different amounts, all subject to the consent of the Company. Payments will start on the Option Date and will continue until the balance is fully paid out. At the death of the Payee any unpaid balance and accrued interest will be paid in one sum. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year. Interest will be added each year to the principal and will earn interest.

**Sixth Option: Life Income for Two Lives**

The Company will make monthly payments. Payments will start on the Option Date and will continue:

- While either of two Payees is living, called "Joint and Survivor Life Income"; or
- While either of two Payees is living, but for at least 10 years, called "Joint and Survivor Life Income, 10 Years Certain"; or
- While two Payees are living, and after the death of one Payee, two-thirds of the monthly amount while the other Payee is living, called "Joint and 2/3 to Survivor Life Income".

## 21. Life Income Tables

### Life Income Tables

Guaranteed monthly payments per \$1,000 of amounts applied to the Life Income Options are shown below:

Second and Third Options: Life Income					
Age of Payee	No Refund	10 Years Certain	20 Years Certain	Cash Refund	Instalment Refund
*15	\$3.19	\$3.19	\$3.19	\$3.18	\$3.19
16	3.21	3.20	3.20	3.19	3.20
17	3.22	3.22	3.21	3.21	3.21
18	3.23	3.23	3.23	3.22	3.22
19	3.25	3.24	3.24	3.23	3.24
20	3.26	3.26	3.25	3.25	3.25
21	3.27	3.27	3.27	3.26	3.26
22	3.29	3.29	3.28	3.28	3.28
23	3.31	3.30	3.30	3.29	3.29
24	3.32	3.32	3.31	3.31	3.31
25	3.34	3.34	3.33	3.32	3.33
26	3.36	3.36	3.35	3.34	3.35
27	3.38	3.37	3.37	3.36	3.36
28	3.40	3.39	3.39	3.38	3.38
29	3.42	3.41	3.41	3.40	3.40
30	3.44	3.44	3.43	3.42	3.42
31	3.46	3.46	3.45	3.44	3.44
32	3.49	3.48	3.47	3.46	3.47
33	3.51	3.51	3.50	3.49	3.49
34	3.54	3.53	3.52	3.51	3.52
35	3.56	3.56	3.55	3.54	3.54
36	3.59	3.59	3.58	3.56	3.57
37	3.62	3.62	3.60	3.59	3.60
38	3.66	3.65	3.63	3.62	3.63
39	3.69	3.69	3.67	3.65	3.66
40	3.73	3.72	3.70	3.68	3.69
41	3.76	3.76	3.73	3.71	3.72
42	3.80	3.79	3.77	3.75	3.76
43	3.84	3.84	3.80	3.78	3.79
44	3.89	3.88	3.84	3.82	3.83
45	3.93	3.92	3.88	3.86	3.87
46	3.98	3.97	3.92	3.90	3.91
47	4.03	4.02	3.97	3.94	3.96
48	4.08	4.07	4.01	3.99	4.00
49	4.14	4.12	4.06	4.03	4.05
50	4.20	4.18	4.11	4.08	4.10
51	4.26	4.23	4.16	4.13	4.15
52	4.32	4.30	4.21	4.19	4.21
53	4.39	4.36	4.26	4.24	4.27
54	4.46	4.43	4.32	4.30	4.33
55	4.54	4.50	4.37	4.36	4.39
56	4.62	4.58	4.43	4.43	4.46
57	4.70	4.65	4.49	4.49	4.53
58	4.79	4.74	4.56	4.57	4.60
59	4.89	4.83	4.62	4.64	4.68
60	4.99	4.92	4.68	4.72	4.76
61	5.10	5.02	4.75	4.80	4.85
62	5.22	5.12	4.82	4.89	4.94
63	5.34	5.23	4.88	4.98	5.03
64	5.47	5.35	4.95	5.07	5.13
65	5.61	5.47	5.02	5.17	5.24
66	5.76	5.60	5.08	5.28	5.35
67	5.92	5.73	5.15	5.39	5.47
68	6.10	5.87	5.21	5.51	5.59
69	6.28	6.02	5.27	5.63	5.72

Age of Payee	10 Years Certain	20 Years Certain	Cash Refund	Instalment Refund
70	\$6.48	\$6.17	\$5.33	\$5.76
71	6.70	6.33	5.38	5.89
72	6.92	6.49	5.43	6.04
73	7.17	6.66	5.48	6.19
74	7.43	6.84	5.52	6.34
75	7.71	7.02	5.56	6.52
76	8.02	7.20	5.60	6.69
77	8.34	7.38	5.63	6.87
78	8.69	7.56	5.66	7.07
79	9.07	7.75	5.68	7.27
80	9.47	7.93	5.70	7.49
81	9.90	8.11	5.71	7.73
82	10.36	8.28	5.73	7.96
83	10.86	8.45	5.73	8.21
84	11.39	8.62	5.74	8.50
**85	11.96	8.77	5.75	8.78

\* and under \*\*and over

### Sixth Option: Life Income for Two Lives

Age of One Payee	Age of Other Payee				
	55	60	65	70	75
Joint and Survivor					
55	\$4.04	\$4.17	\$4.28	\$4.37	\$4.43
60	4.17	4.36	4.53	4.68	4.79
65	4.28	4.53	4.79	5.02	5.22
70	4.37	4.68	5.02	5.38	5.71
75	4.43	4.79	5.22	5.71	6.22
80	4.47	4.87	5.37	5.98	6.68
Joint and Survivor, 10 Years Certain					
55	\$3.96	\$4.09	\$4.20	\$4.36	\$4.42
60	4.09	4.27	4.44	4.59	4.77
65	4.20	4.44	4.69	4.91	5.09
70	4.36	4.59	4.91	5.22	5.50
75	4.42	4.77	5.09	5.50	5.88
80	4.46	4.85	5.33	5.72	6.21
Joint and 2/3 to Survivor					
55	\$4.37	\$4.56	\$4.76	\$4.99	\$5.23
60	4.56	4.78	5.02	5.30	5.59
65	4.76	5.02	5.33	5.67	6.03
70	4.99	5.30	5.67	6.10	6.57
75	5.23	5.59	6.03	6.57	7.18
80	5.48	5.89	6.41	7.06	7.84

Payments for other ages will be quoted by the Company on request.

The rates shown above are based on an interest rate of 3 1/2% per year; and on mortality: using a 60/40 male/female weighting; based on the Individual Annuitant Mortality Table for 1983; and with projection on Scale G to the year 2000 and then on Scale B Modified to year 2010.



Endorsement

**Modification of Payment of Benefits Section**  
As of the Date of Issue of this Policy, in the Commutation Rate provision of the Payment of Benefits Section, the following change is made:

The reference to a rate of interest of 3 1/2% is changed to refer to a rate of interest of 3%.

**Modification of Payment Options Section**  
As of the Date of Issue of this Policy, in the Payment Options Section, the following change is made:

All references to a rate of interest of 3 1/2% are changed to refer to a rate of interest of 3%.

**Modification of Payment Options Section**  
As of the Date of Issue of this Policy, the following table is substituted for the table in the First Option: Income for a Specified Number of Years provision.

Guaranteed monthly payments per \$1,000 of amounts applied to the First Option are shown below:

Number of Years	Number of Years	Number of Years			
1	\$84.47	11	\$8.86	21	\$5.32
2	42.86	12	8.24	22	5.15
3	28.99	13	7.71	23	4.99
4	22.06	14	7.26	24	4.84
5	17.91	15	6.87	25	4.71
6	15.14	16	6.53	26	4.59
7	13.16	17	6.23	27	4.47
8	11.68	18	5.96	28	4.37
9	10.53	19	5.73	29	4.279
10	9.61	20	5.51	30	4.18

**Modification of Life Income Tables Section**  
As of the Date of Issue of this Policy, the following section is substituted for the Life Income Tables section:

**Life Income Tables**  
Guaranteed monthly payments per \$1,000 of amounts applied to the Life Income Options are shown below:

**Second and Third Options: Life Income**

Age of Payee	No Refund	10 Years Certain	20 Years Certain	Cash Refund	Instalment Refund
*15	2.83	2.82	2.82	2.82	2.82
16	2.84	2.84	2.83	2.83	2.83
17	2.85	2.85	2.85	2.84	2.84
18	2.86	2.86	2.86	2.85	2.86
19	2.88	2.88	2.87	2.87	2.87
20	2.89	2.89	2.89	2.88	2.88
21	2.91	2.90	2.90	2.89	2.90
22	2.92	2.92	2.92	2.91	2.91
23	2.94	2.94	2.93	2.92	2.93
24	2.95	2.95	2.95	2.94	2.94
25	2.97	2.97	2.96	2.96	2.96
26	2.99	2.99	2.98	2.97	2.98
27	3.01	3.00	3.00	2.99	2.99
28	3.03	3.02	3.02	3.01	3.01
29	3.04	3.04	3.04	3.03	3.03
30	3.07	3.06	3.06	3.05	3.05
31	3.09	3.09	3.08	3.07	3.07
32	3.11	3.11	3.10	3.09	3.09
33	3.13	3.13	3.13	3.11	3.12
34	3.16	3.16	3.15	3.14	3.14
35	3.18	3.18	3.18	3.16	3.17
36	3.21	3.21	3.20	3.19	3.19
37	3.24	3.24	3.23	3.21	3.22
38	3.27	3.27	3.26	3.24	3.24
39	3.30	3.30	3.29	3.27	3.27
40	3.33	3.33	3.32	3.30	3.30
41	3.37	3.36	3.35	3.33	3.34
42	3.40	3.40	3.38	3.36	3.37
43	3.44	3.44	3.42	3.39	3.40
44	3.48	3.48	3.45	3.43	3.44
45	3.52	3.52	3.49	3.47	3.48
46	3.57	3.56	3.53	3.50	3.51
47	3.61	3.60	3.57	3.54	3.55
48	3.66	3.65	3.62	3.58	3.60
49	3.71	3.70	3.66	3.63	3.64
50	3.76	3.75	3.71	3.67	3.69
51	3.82	3.80	3.75	3.72	3.74
52	3.88	3.86	3.81	3.77	3.79
53	3.94	3.92	3.86	3.82	3.84
54	4.00	3.98	3.91	3.88	3.90

**Second and Third Options: Life Income**

Age of Payee	No Refund	Years		Cash Refund	Instalment Refund
		10 Certain	20 Certain		
55	4.07	4.05	3.97	3.93	3.95
56	4.14	4.12	4.03	3.99	4.02
57	4.22	4.19	4.09	4.06	4.08
58	4.30	4.27	4.15	4.12	4.15
59	4.39	4.35	4.21	4.19	4.22
60	4.48	4.44	4.28	4.26	4.29
61	4.58	4.53	4.35	4.34	4.37
62	4.68	4.63	4.41	4.42	4.45
63	4.79	4.73	4.48	4.50	4.54
64	4.91	4.84	4.55	4.58	4.63
65	5.04	4.95	4.62	4.68	4.73
66	5.17	5.07	4.69	4.77	4.83
67	5.32	5.20	4.76	4.87	4.93
68	5.48	5.33	4.83	4.98	5.04
69	5.64	5.47	4.89	5.09	5.16
70	5.82	5.62	4.96	5.20	5.28
71	6.01	5.77	5.02	5.32	5.41
72	6.22	5.92	5.08	5.45	5.55
73	6.44	6.09	5.13	5.59	5.69
74	6.67	6.26	5.18	5.72	5.84
75	6.92	6.43	5.23	5.87	6.00
76	7.19	6.61	5.27	6.02	6.17
77	7.48	6.79	5.31	6.18	6.34
78	7.79	6.97	5.34	6.35	6.53
79	8.12	7.15	5.37	6.53	6.72
80	8.48	7.34	5.40	6.71	6.93
81	8.85	7.52	5.42	6.90	7.14
82	9.25	7.69	5.44	7.11	7.36
83	9.67	7.87	5.46	7.31	7.59
84	10.13	8.04	5.47	7.53	7.84
**85	10.62	8.20	5.48	7.78	8.09

\* and under    \*\* and over

**Sixth Option: Life Income for Two Lives**

Age of One Payee (Female)	Age of Other Payee (Male)				
	55	60	65	70	75
<b>Joint and Survivor</b>					
55	\$3.63	\$3.75	\$3.85	\$3.93	\$3.98
60	3.75	3.92	4.08	4.21	4.31
65	3.85	4.08	4.31	4.52	4.69
70	3.93	4.21	4.52	4.83	5.12
75	3.98	4.31	4.69	5.12	5.57
80	4.02	4.38	4.82	5.36	5.97
<b>Joint and Survivor, 10 Years Certain</b>					
55	\$3.63	\$3.75	\$3.85	\$3.93	\$3.98
60	3.75	3.92	4.08	4.20	4.30
65	3.85	4.08	4.30	4.51	4.68
70	3.93	4.20	4.51	4.82	5.10
75	3.98	4.30	4.68	5.10	5.51
80	4.01	4.37	4.80	5.32	5.87
<b>Joint and 2/3 to Survivor</b>					
55	\$3.91	\$4.08	\$4.26	\$4.46	\$4.68
60	4.08	4.28	4.50	4.74	5.00
65	4.26	4.50	4.77	5.07	5.40
70	4.46	4.74	5.07	5.45	5.87
75	4.68	5.00	5.40	5.87	6.40
80	4.90	5.27	5.73	6.30	6.98

Payments for other ages will be quoted by the Company on request.

The rates shown above are based on an interest rate of 3% per year; and on mortality: using a 50/50 male/female weighting; based on the Individual Annuitant Mortality Table for 1983; and with projection on Scale G to the year 2000 and then on Scale B Modified to year 2035.

**New England Life Insurance Company**  
501 Boylston Street, Boston, Massachusetts

*C. Robert H. Jenkins*  
President

*[Signature]*  
Secretary

## Endorsement

As of the Date of Issue, the following is added to the Policy.

75

### Extended Maturity

The Company agrees to defer the Maturity Date of the Policy to which this Endorsement is attached to the date death proceeds become payable, if that date occurs after the Maturity Date shown in Section 1.

5.12  
5.57  
5.97

### Death Benefit

If the age of the Insured on the Date of Issue is 80 or younger, the Death Benefit after the original Maturity Date will be equal to the greater of:

- The Cash Value on the date the death proceeds become payable; and
- The lesser of: the Face Amount of the Policy as of the original Maturity Date; and the Face Amount of the Policy on the policy anniversary on which the Insured is age 80.

If the age of the Insured on the Date of Issue is 81 or older, the Death Benefit after the original Maturity Date will be equal to the Cash Value on the date the death proceeds become payable.

### Cash Value

The Cash Value of the Policy after the original Maturity Date will be calculated as described in the Cash Value of the Policy Section, except that the Monthly Deductions will be equal to zero.

### Riders

All riders attached to the Policy, which are in effect on the original Maturity Date, will terminate on that Date.

### Surrender of the Policy

You can surrender the Policy for its Net Cash Value at any time.

### Premiums

Premiums and unscheduled payments cannot be made after the original Maturity Date, unless the Company sends you a premium notice as provided for in the Grace Period provision.

**New England Life Insurance Company**  
501 Boylston Street, Boston, Massachusetts



President



Secretary

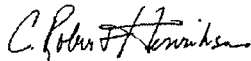
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Endorsement

As of the Date of Issue, each Policy or Rider provision that contains any differences based on sex is modified to provide for males and females the same:

- Rates;
- Benefits; or
- Values.

**New England Life Insurance Company**  
Home Office:  
501 Boylston Street, Boston, Massachusetts



President



Secretary

Copying Prohibited

**PART I**

Check the appropriate company.

Office Use Only: 00Y15/280 1

**Application for Individual and Multi-Life Life Insurance**

- Metropolitan Life Insurance Company  
300 Park Avenue, New York, NY 10165
  - New England Life Insurance Company  
501 Boylston Street, Boston, MA 02116-3700
  - MetLife Investors USA Insurance Company  
222 Delaware Avenue, Suite 900, PO Box 25130, Wilmington, DE 19899
  - MetLife Investors Insurance Company  
13045 Tesson Ferry Road, St. Louis, MO 63128
  - General American Life Insurance Company  
13045 Tesson Ferry Road, St. Louis, MO 63128
- The Company indicated above is referred to as "the Company".

**SECTION 1 Proposed Insured(s)**

\*If less than 3 years, add prior residence address in Additional Information Section, Page 13.

**1. PROPOSED INSURED #1**

Name Danae Kelli Banning  
 Street 32 Celestial Way - North Star Chase  
 City Newark State DE Zip 19711  
 Years at this address\* 1 SSN/Tax ID 222-46-5325  
 Home Phone Number (302) 893-4248 Best time to call: FROM 10:00 am  
 Work Phone Number (302) 11058-1870  Daytime  Evening TO 12:00 pm  
 Cell Phone Number (302) 893-4248 Best number to call:  Home  Work  Cell  
 Driver's License Number 981585 State DE  
 License Issue Date 2/3/04 License Expiration Date 3/9/09  
 Marital Status  Single  Married  Separated  Divorced  Widowed  
 Date of Birth 3-9-1973 State/Country of Birth DE  
 Sex  Male  Female Net Worth \$ 1,000,000 +/-  
 Annual Earned Income \$ 40,000 Annual Unearned Income \$ 10,800  
 Employer's Name Boys & Girls Clubs of DE  
 Street 669 South Union St.  
 City Wilmington State DE Zip 19805  
 Position/Title/Duties Director of Marketing Length of Employment 3yrs

**NOTE:**  
P.O. Box numbers **CANNOT** be accepted for street addresses.

If address is same as Proposed Insured #1, write "SAME".

**ADDITIONAL INSUREDS:**  
See Supplemental Forms Package.

**2. PROPOSED INSURED #2**

Life 2, Spouse, Designated Life, Person to be covered under Applicant's Waiver of Premium Benefit

Relationship to Proposed Insured #1 \_\_\_\_\_  
 Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Years at this address\* \_\_\_\_\_ SSN/Tax ID \_\_\_\_\_  
 Home Phone Number ( ) \_\_\_\_\_ Best time to call:  
 Work Phone Number ( ) \_\_\_\_\_  Daytime  Evening  
 Cell Phone Number ( ) \_\_\_\_\_ Best number to call:  Home  Work  Cell  
 Driver's License Number \_\_\_\_\_ State \_\_\_\_\_  
 Issue Date \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Marital Status  Single  Married  Separated  Divorced  Widowed  
 Date of Birth \_\_\_\_\_ State/Country of Birth \_\_\_\_\_  
 Sex  Male  Female Net Worth \$ \_\_\_\_\_  
 Annual Earned Income \$ \_\_\_\_\_ Annual Unearned Income \$ \_\_\_\_\_  
 Employer's Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Position/Title/Duties \_\_\_\_\_ Length of Employment \_\_\_\_\_



2

If more space is needed, please use the Additional Information Section, Page 13.

**SECTION 1  
Proposed Insured(s)**  
*(continued)*

**3. DEPENDENT SPOUSE or MINOR**

A. Are any persons to be insured a dependent spouse?  YES  NO

IF YES, please provide:

Amount of **existing** insurance on spouse of Proposed Insured \$ \_\_\_\_\_

Amount of insurance **applied for** on spouse of Proposed Insured \$ \_\_\_\_\_

B. 1. Are any persons to be insured a dependent minor?  YES  NO

IF YES, please provide:

Amount of **existing** insurance on father/guardian \$ \_\_\_\_\_

Amount of insurance **applied for** on father/guardian \$ \_\_\_\_\_

Amount of **existing** insurance on mother/guardian \$ \_\_\_\_\_

Amount of insurance **applied for** on mother/guardian \$ \_\_\_\_\_

2. Are all siblings of this dependent minor equally insured?  YES  NO

IF NO, please provide details:

**SECTION 2  
Existing or Applied For Insurance**

**IF YES**

Some states require the completion of an additional form. See instructions on the cover of the Replacement Forms Package.

Applicable replacement and 1035 exchange forms can be found in Replacement Forms Package.

**1. EXISTING or APPLIED FOR INSURANCE**

A. Do any of the Proposed Insureds or Owners have any existing or applied for life insurance (L) or annuity (A) contracts with this or any other company?

Proposed Insured  YES  NO

Owner  YES  NO

IF YES, provide details on Proposed Insured only:

Proposed Insured (#1, #2, other)	Company	Type (L, A)	Amount of Insurance	Year of Issue	Accidental Death Amount	Existing or Applied for
	New England	L				<input type="checkbox"/> E <input type="checkbox"/> A
						<input type="checkbox"/> E <input type="checkbox"/> A
						<input type="checkbox"/> E <input type="checkbox"/> A
						<input type="checkbox"/> E <input type="checkbox"/> A
						<input type="checkbox"/> E <input type="checkbox"/> A

B. Do any of the Proposed Insureds have any application for disability insurance (D) or critical illness insurance (C) or long term care insurance (LTC) applied for or planned with THIS Company or its affiliates?

YES  NO

IF YES, provide: Proposed Insured(#1, #2, other) \_\_\_\_\_ Type (D,C,LTC) \_\_\_\_\_

**2. REPLACEMENT**

A. In connection with this application, has there been, or will there be with this or any other company any: surrender transaction; loan; withdrawal; lapse; reduction or redirection of premium/consideration; or change transaction (except conversions) involving an annuity or other life insurance?  YES  NO

IF YES, complete Replacement Questionnaire and Disclosure AND any other state required replacement forms.

B. Is this an exchange under Internal Revenue code section 1035?  YES  NO

IF YES, complete the 1035 Exchange Authorization for each affected policy.



If more space is needed, please use the Additional Information Section, Page 13. **3**

**SECTION 3  
Owner**

**If U.S. Driver's License already provided, no further information is required.**

**NOTE:**  
P.O. Box numbers **CANNOT** be accepted for street addresses.

**IF CUSTODIAN**  
is acting on behalf of a minor under UTMA/UGMA, please complete Additional Owner Form in Supplemental Forms package.

**IF TRUST**  
Complete Trust Certification form in Supplemental Forms Package.

**IF BUSINESS**  
Complete Business Supplement form in Supplemental Forms Package.

**IDENTITY of PRIMARY OWNER (Check one.)**

- Proposed Insured #1 Complete Question 1 ONLY.
- Proposed Insured #2 Complete Question 1 ONLY.
- Other Person Complete Questions 1 and 2.
- Entity Complete Question 3 ONLY.

**1. OWNER IDENTIFICATION**

- U.S. Driver's License already provided on page 1 (Proposed Insured)
- U.S. Driver's License  Green Card  Passport  Other GOVERNMENT ISSUED
- Issuer of ID VA ID Issue Date 1-14-03
- ID Reference Number 222 4163 ID Expiration Date 2-28-07

**2. OWNER other than PROPOSED INSURED(S)**

Name Dana Lynn Moore  
 Street 12009 TALESA Place Unit 33  
 City Reston State VA Zip 20190  
 Phone Number 703 304 7115  
 Citizenship USA Country of Permanent Residence USA  
 Date of Birth 2-20-77 SSN/Tax ID 222-46-5346  
 Relationship to Proposed Insured(s) Sister  
 Employer's Name National Confectioners Assoc.  
 Street 8320 Old Courthouse Rd. Sk 300  
 City Vienna State VA Zip 22182  
 Position/Title/Duties Exhibits mgr Length of Employment 3yrs  
 Check if you wish ownership to revert to Insured upon Owner and Contingent Owner's death.

**3. ENTITY/TRUST AS OWNER**

Entity/Trust Type:  C Corporation  S Corporation  LLC  
 Partnership  Sole Proprietorship  Trust

Tax ID Number \_\_\_\_\_ Date of Trust \_\_\_\_\_

Name of Entity/Trust \_\_\_\_\_

Name of Trustee(s) \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Proposed Insured(s) Relationship to Entity \_\_\_\_\_

Nature of Business \_\_\_\_\_ Business Phone \_\_\_\_\_

is entity publicly traded?  YES  NO

**IF NO**, please supply one of the following documents: (Indicate which one you are supplying.)

- Articles of Incorporation/Government Issued Business License
- LLC Operating Agreement
- Partnership Agreement
- Government Issued Certificate of Good Standing



4

If more space is needed, please use the Additional Information Section, Page 13.

**SECTION 4  
Beneficiary(ies)**

**NOTE:** Federal law states if you leave someone with special needs any assets over \$2,000, they may lose eligibility for most government benefits.

**Contingent Beneficiaries ONLY**

Check here if you want any and all living and future natural or adopted children of Proposed Insured #1 to be included as Contingent Beneficiaries. Name any living children as beneficiaries below.

Check here AND DO NOT COMPLETE if Primary Beneficiary is same as Trust or Entity Owner.

PRIMARY

Name Derek Moore  
Street 322 Debestial Loop 141 A Silverdale  
City Rehoboth State DE Zip 19971  
Date of Birth 3/21/81 SSN/Tax ID 222-699-9839  
Relationship to Proposed Insured(s) partner  
Percent of Proceeds 50 (Multiple Beneficiaries will receive an equal percentage of proceeds unless otherwise instructed.)

If there is a court appointed legal Guardian for Beneficiary, provide name and address in Additional Information Section, Page 13.

PRIMARY  CONTINGENT

Name Daria Moore  
Street 12009 Taliesin Place Unit 33  
City Reston State VA Zip 20190  
Date of Birth 2/22/77 SSN/Tax ID 222-466-5346  
Relationship to Proposed Insured(s) partner  
Percent of Proceeds 50 (Multiple Beneficiaries will receive an equal percentage of proceeds unless otherwise instructed.)

PRIMARY  CONTINGENT

Name \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Date of Birth \_\_\_\_\_ SSN/Tax ID \_\_\_\_\_  
Relationship to Proposed Insured(s) \_\_\_\_\_  
Percent of Proceeds \_\_\_\_\_ (Multiple Beneficiaries will receive an equal percentage of proceeds unless otherwise instructed.)

**SECTION 5  
Custodian acting for Minor Beneficiary(ies)**

Custodian's name \_\_\_\_\_  
as custodian for \_\_\_\_\_  
under the \_\_\_\_\_ Uniform Transfers (or Gifts) to Minors Act.  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Relationship to Minor(s) \_\_\_\_\_





B

Check the appropriate company.

**Additional Owners**

Proposed Insured: Dania Moore

Metropolitan Life Insurance Company  MetLife Investors USA Insurance Company  
 New England Life Insurance Company  General American Life Insurance Company  
 MetLife Investors Insurance Company  Metropolitan Tower Life Insurance Company

*The Company indicated above is referred to as "the Company".*  
 This supplement will be attached to and become part of the application with which it is used.

**SECTION 1  
Joint or Contingent Owner**

**IDENTITY of JOINT or CONTINGENT OWNER** (if applicable)

TYPE:  Joint  Contingent

IDENTITY:  Proposed Insured #1 Complete Question 1 ONLY.  
 Proposed Insured #2 Complete Question 1 ONLY.  
 Other Person Complete Questions 1 and 2.

If U.S. Driver's License already provided, no further information is required.

**1. JOINT or CONTINGENT OWNER IDENTIFICATION**

U.S. Driver's License already provided on page 1 of Application  
 U.S. Driver's License  Green Card  Passport  Other \_\_\_\_\_

Issuer of ID DE ID Issue Date 5-12-5  
 ID Reference Number 1214888 ID Expiration Date 3-47

**2. JOINT or CONTINGENT OWNER OTHER THAN PROPOSED INSURED(S)**

Name Derek Bruce Moore  
 Street 141 A Silverlake Dr.  
 City Rehobeth State DE Zip 19971  
 Phone Number (302) 245-0666  
 Citizenship USA Country of Permanent Residence USA  
 Date of Birth 3<sup>RD</sup> 4<sup>TH</sup> YEAR 81 SSN/Tax ID 222-62-9839  
 Relationship to Proposed Insured(s) brother  
 Employer's Name MBM Construction LLC  
 Street 141 A Silverlake Dr.  
 City Rehobeth State DE Zip 19971  
 Position/Title/Duties owner Length of Employment 22 mths

**SECTION 2  
Custodian acting on behalf of Owner**

Custodian's name \_\_\_\_\_  
 as custodian for \_\_\_\_\_  
 under the \_\_\_\_\_ Uniform Transfers [or Gifts] to Minors Act.  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Relationship to Minor(s) \_\_\_\_\_  
 U.S. Driver's License  Green Card  Passport  Other \_\_\_\_\_  
 Issuer of ID \_\_\_\_\_ ID Issue Date \_\_\_\_\_  
 ID Reference Number \_\_\_\_\_ ID Expiration Date \_\_\_\_\_



If more space is needed, please use the Additional Information Section, Page 13. **5**

**SECTION 6  
Information  
Regarding  
Insurance  
Applied for**

**1. PRODUCT & FACE AMOUNT**

Product Name Variable Life

Face Amount \$ 1,500,000 (Complete Personal Financial Supplement if \$1,000,000 or more.)

Group Conversion\*

Optional Benefits and Riders:

Guaranteed Survivor Plus Purchase Options (GSPO+)\*

Option Period(s): COMPLETE AND FIRST DESIGNATED LIFE \$ \_\_\_\_\_

Guaranteed Survivor Income Benefit (GSIB)

Term Rider Specify: \_\_\_\_\_ \$ \_\_\_\_\_

Life Guaranteed Purchase Option (LGPO)

Acceleration of Death Benefit Rider (ADBR)\*

Enricher Options (PAIR/VABR)\* Specify: \_\_\_\_\_ \$ \_\_\_\_\_

Long Term Care Guaranteed Purchase Option (LTC-GPO)

Disability Waiver (DW) Specify: \_\_\_\_\_ \$ \_\_\_\_\_

Other \_\_\_\_\_

Special Requests/Other:

Save Age  Specific Policy Date \_\_\_\_\_

Other \_\_\_\_\_

Check here if  alternate **OR**  additional policy is requested and provide full details below. Include **SIGNED & DATED** illustration for each policy requested.

**2. ADDITIONAL INFORMATION for WHOLE LIFE PRODUCTS**

Do you request automatic payment of premium in default by Policy Loan (for traditional plans), if available?  YES  NO

Dividend Options:

Paid-up Additions  VAI Equity Additions\*  Premium Reduction

Cash  Accumulations/DWI

Other \_\_\_\_\_

**3. ADDITIONAL INFORMATION for UNIVERSAL LIFE/VARIABLE LIFE PRODUCTS**

Planned Premium Amount: Year 1 \$ \_\_\_\_\_ Excess/Lump Sum \$ \_\_\_\_\_

Duration of premium payments \_\_\_\_\_

Planned annual unscheduled payment (if applicable): \$ \_\_\_\_\_

Renewal Premium (if applicable): \$ \_\_\_\_\_

Death Benefit Option/Contract Type \_\_\_\_\_

Definition of Life Insurance Test:  Guideline Premium Test  Cash Value Accumulation Test (if available under policy applied for)

Guaranteed to age: (VUL only)  65  75  85  5 years  Other \_\_\_\_\_

**4. ADDITIONAL INFORMATION for QUALIFIED PLANS**

Qualified/Non-Qualified Plan number \_\_\_\_\_

\*Complete these forms, if applicable:  
•ADBR  
•Enricher/Equity Additions  
•Group Conversion  
•GSPO+  
These forms can be found in the Supplemental Forms Package.

For Variable Life, also complete Variable Life Supplement.



6

If more space is needed, please use the Additional Information Section, Page 13.

**SECTION 7  
Payment  
Information**

If **Monthly Electronic Payment** is chosen, complete Electronic Payment Account Agreement.

**NOTE:**  
It is Company Policy to not accept cash, traveler's checks, or money orders as a form of payment for Variable Life Products.

**1. PAYMENT MODE** (Check one.)

Direct Bill:  Annual  Semi-Annual  Quarterly  
Electronic Payment:  Monthly  
Special Account:  Government Allotment  Salary Deduction  
Additional Details:

**2. SOURCE of CURRENT and FUTURE PAYMENTS** (Check all that apply.)

Earned Income  Mutual Fund/Brokerage Account  Money Market Fund  Savings  
 Use of Values In another Life Insurance/Annuity Contract  Certificate of Deposit  
 Loans  Other Business will pay

**3. PAYMENT**

Amount collected with application \$. \_\_\_\_\_  
(Must equal at least one monthly premium.)

Premium Payor:  
 Proposed Insured #1  Proposed Insured #2  Primary Owner

Other  
Name JA Moore Development  
Relationship to Proposed Insured(s) and Owner employer/owner  
Reason this person is the Payor BOD Decision

**4. BILLING ADDRESS INFORMATION**

Proposed Insured #1 Address  Proposed Insured #2 Address  
 Primary Owner's Address  
 Other Premium Payor's/Alternate Billing Address (Provide details here.)

Street 141 A Silverlake Dr  
City Rehoboth State DE Zip 19971

Special Arrangements

**E-Mail  
Addresses**  
(optional)

Proposed Insured #1 \_\_\_\_\_  
Proposed Insured #2 \_\_\_\_\_  
Primary Owner \_\_\_\_\_  
Joint/Contingent Owner \_\_\_\_\_



If more space is needed, please use the Additional Information Section, Page 13. **7**

**SECTION 8  
General Risk  
Questions**

If you need more space, please use the Additional Information Section, Page 13.

The following questions are to be answered for **ALL** persons to be insured, including those covered by any riders applied for.

**1.** Within the past three years has **ANY** person to be insured flown in a plane other than as a passenger on a scheduled airline or have plans for such activity within the next year?  YES  NO  
**IF YES**, complete a separate Aviation Supplement for each applicable Proposed Insured.

**2.** Within the past three years has **ANY** person to be insured participated in or intend to participate in **any** of the following:  
Underwater sports - (SCUBA diving, skin diving, or similar activities);  
Sky sports - (skydiving, hang gliding, parachuting, ballooning or similar activities);  
Racing sports - (motorcycle, auto, motor boat or similar activities);  
Rock or mountain climbing or similar activities;  
Bungee jumping or similar activities?  YES  NO  
**IF YES**, complete a separate Avocation Supplement for each applicable Proposed Insured.

**3.** Within the **past two years** has **ANY** person to be insured **traveled or resided** outside the U.S. or Canada?  YES  NO  
**IF YES**, for each occurrence, please provide Proposed Insured, duration, country and purpose.  
Bermuda - pleasure - July 05 - 2 days

**4.** Within the **next two years** does **ANY** person to be insured **intend to travel or reside** outside the U.S. or Canada?  YES  NO  
**IF YES**, for each occurrence, please provide Proposed Insured, duration, country and purpose.

**5. CITIZENSHIP/RESIDENCY**  YES  NO  
**A.** Are all persons to be insured U.S. Citizens?  
**IF NO**, please provide details:

Proposed Insured(s) \_\_\_\_\_ Country of Citizenship \_\_\_\_\_  
Visa Type/ID \_\_\_\_\_ Visa Number \_\_\_\_\_  
Expiration Date \_\_\_\_\_ Length of Time in U.S. \_\_\_\_\_

Check here if currently applying for a Social Security number.

**B.** Are all persons to be insured permanent residents of the United States?  YES  NO

**IF NO**, please provide details:

Proposed insured(s) \_\_\_\_\_  
Country of Residence \_\_\_\_\_



8

If more space is needed, please use the Additional Information Section, Page 13.

**SECTION 8  
General Risk  
Questions**

(continued)

If you need more space, please use the Additional Information Section, Page 13.

The following questions are to be answered for **ALL** persons to be insured, including those covered by any riders applied for.

6. In the last five years, has **ANY** person to be insured used tobacco products (e.g., cigarettes; cigars; pipes; smokeless tobacco; chew, etc.) or nicotine substitutes (e.g., patch, gum)?  YES  NO

IF YES, please provide details:

Proposed Insured(s) \_\_\_\_\_ Date Last Used \_\_\_\_\_

Type \_\_\_\_\_

Amount/frequency \_\_\_\_\_

7. Has **ANY** person to be insured: **EVER** had a driver's license suspended or revoked; **EVER** been convicted of DUI or DWI; or had, in the last five years, any moving violations?  YES  NO

IF YES, please provide Proposed Insured, date and violation.

Proposed Insured(s) \_\_\_\_\_

Details: \_\_\_\_\_

8. Has any person to be insured **EVER** had an application for life, disability income or health insurance declined, postponed, rated or modified or required an extra premium?  YES  NO

IF YES, please provide details:

Proposed Insured(s) \_\_\_\_\_

Details: \_\_\_\_\_

9. Are all persons to be insured: actively at work; or a homemaker performing regular household duties; or a student attending school regularly?  YES  NO

IF NO, please provide details:

Proposed Insured(s) \_\_\_\_\_

Details: \_\_\_\_\_

Please answer these questions **only if requesting the Long Term Care Guaranteed Purchase Option Rider.**

**10. LONG TERM CARE GUARANTEED PURCHASE OPTION RIDER**

A. Does any person to be insured under this rider currently use any mechanical equipment such as: a walker; a wheelchair; long leg braces; or crutches?  YES  NO

IF YES, please note which and the reason.

Proposed Insured(s) \_\_\_\_\_

B. Does any person to be insured under this rider need any assistance or supervision with any of the following activities: bathing; dressing; walking; moving in/out of a chair or bed; toileting; continence; or taking medication?  YES  NO

Proposed Insured(s) \_\_\_\_\_



**PART II**

If more space is needed, please use the Additional Information Section, Page 13. **9**

**SECTION 1  
Physician  
Information**

**PLEASE NOTE:**  
if FULL PARAMEDICAL  
exam is required,  
completion of Medical  
questions is **OPTIONAL**  
but will expedite  
your application.

**1. PHYSICIAN**

Please provide name of doctor, practitioner, or health care facility who can provide the most complete and up to date information concerning the present health of the Proposed Insured(s).

**Physician Information for Proposed Insured #1**

Check here if no doctor, practitioner or health care facility is known.

Physician Name Dr Sallee Phone Number 302 654-7559

Name of Practice/Clinic \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_

Street 6022324

City Wilmington State DE Zip \_\_\_\_\_

Date Last Consulted 10 17 '05 Reason F/U re: mole

Findings, treatment given, medication prescribed. If None, check here .  
no change since last visit

**Physician Information**  Proposed Insured #1  Proposed Insured #2

Check here if no doctor, practitioner or health care facility is known.

Physician Name \_\_\_\_\_ Phone Number (\_\_\_\_) \_\_\_\_\_

Name of Practice/Clinic \_\_\_\_\_ Fax Number (\_\_\_\_) \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date Last Consulted \_\_\_\_\_ Reason \_\_\_\_\_

Findings, treatment given, medication prescribed. If None, check here .

**SECTION 2  
Medical  
Questions**

**1. HEIGHT/WEIGHT**

Proposed Insured #1 Height 5 6 Weight 118

Proposed Insured #2 Height \_\_\_\_\_ Weight \_\_\_\_\_

Has any Proposed Insured experienced a change in weight (greater than 10 pounds) in the past 12 months?  YES  NO

**IF YES, specify:**  
Proposed Insured #1 Pounds lost \_\_\_\_\_ Pounds gained \_\_\_\_\_

Proposed Insured #2 Pounds lost \_\_\_\_\_ Pounds gained \_\_\_\_\_

Reason \_\_\_\_\_



10

If more space is needed, please use the Additional Information Section, Page 13.

**SECTION 2  
Medical  
Questions**

(continued)

**PLEASE NOTE:**  
If FULL PARAMEDICAL  
exam is required,  
completion of Medical  
questions is **OPTIONAL**  
but will expedite  
your application.

2. Has a parent (P) or sibling (S) of any person to be insured ever had: heart disease; coronary artery disease; high blood pressure; diabetes; or mental illness?  YES  NO

IF YES, indicate below:

Proposed Insured (#1, #2)	Relationship to Proposed Insured	Age if Living	Age at Death	State of Health, Specific Conditions, Cause of Death
	<input checked="" type="checkbox"/> P <input type="checkbox"/> S	60		possible High Blood Pressure
	<input type="checkbox"/> P <input type="checkbox"/> S			
	<input type="checkbox"/> P <input type="checkbox"/> S			
	<input type="checkbox"/> P <input type="checkbox"/> S			

3. Has **ANY** person to be insured **EVER** received treatment, attention, or advice from any physician, practitioner or health facility for, or been told by any physician, practitioner or health facility that he/she had:

	Proposed Insured #1		Proposed Insured #2		Other Proposed Insured	
	YES	NO	YES	NO	YES	NO
A. High blood pressure; chest pain; heart attack; or any other disease or disorder of the heart or circulatory system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Asthma; bronchitis; emphysema; sleep apnea; shortness of breath; or any other disease or disorder of the lungs or respiratory system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Seizures; stroke; paralysis; Alzheimer's disease; multiple sclerosis; memory loss; Parkinson's disease; progressive neurological disorder; headaches; or any other disease or disorder of the brain or nervous system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Details:** If you answered YES to any of the above questions, please provide details here.

Question Number	Proposed Insured Name	Name of Physician Address if not already provided	Date/Duration of Illness	Diagnosis/Severity Medications/Treatment
3B		Dr. Sallee diagnosed by Dr. Jones (Hbraito) Wilmington DE	2002	Sports Asthma - inhaler - albuterol



If more space is needed, please use the Additional Information Section, Page 13. **11**

**SECTION 2  
Medical  
Questions**

(continued)

**PLEASE NOTE:**  
If FULL PARAMEDICAL  
exam is required,  
completion of Medical  
questions is **OPTIONAL**  
but will expedite  
your application.

3. Has **ANY** person to be insured **EVER** received treatment, attention, or advice from any physician, practitioner or health facility for, or been told by any physician, practitioner or health facility that he/she had:

	Proposed Insured #1		Proposed Insured #2		Other Proposed Insured	
	YES	NO	YES	NO	YES	NO
D. Ulcers; colitis; hepatitis; cirrhosis; or any other disease or disorder of the liver; gallbladder; stomach; or intestines?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Any disease or disorder of: the kidney; bladder; or prostate; or blood, protein or pus in the urine?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. Diabetes; thyroid disorder; or any other endocrine problem(s)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. Arthritis; gout; or disorder of the muscles, bones or joints?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H. Cancer; tumor; polyp; cyst or any skin disease or disorder?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I. Anemia; leukemia; or any other disorder of the blood or lymph glands?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. Depression; stress; anxiety; or any other psychological or emotional disorder or symptoms?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
K. Any disease or disorder of the eyes, ears, nose, or throat?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Details:** If you answered **YES** to any of the above questions, please provide details here.

Question Number	Proposed Insured Name	Name of Physician Address if not already provided	Date/Duration of illness	Diagnosis/Severity Medications/Treatment
3J		Dr. Jones	2/05	Anxiety - 3cliff
		- no longer being treated		meds tried
				- Zoloft
				- Lexipro
				- ? 3 months
				total on Meds





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If more space is needed, please use the Additional Information Section, Page 13.

**SECTION 2  
Medical  
Questions**

(continued)

**PLEASE NOTE:**  
If FULL PARAMEDICAL  
exam is required,  
completion of Medical  
questions is **OPTIONAL**  
but will expedite  
your application.

4. Has **ANY** person to be insured:

	Proposed Insured #1		Proposed Insured #2		Other Proposed Insured	
	YES	NO	YES	NO	YES	NO
A. Currently, or within the past six months, been under observation or received treatment or taken any medication? (Including over-the-counter medications, vitamins, herbal supplements, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. For the next six months, scheduled any doctor's visits, medical care, or surgery?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. During the past five years, had a: checkup; electrocardiogram; chest x-ray; or medical test?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. During the past five years, had any illness, injury or health condition not revealed above; or have been recommended to have any: hospitalization; surgery; medical test; or medication?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. <b>EVER</b> been diagnosed with or treated by a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
F. <b>EVER</b> tested positive for the AIDS Human Immunodeficiency Virus (HIV) or for antibodies to the AIDS (HIV) virus?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
G. <b>EVER</b> used heroin, cocaine, barbituates, or other drugs, except as prescribed by a physician or other licensed practitioner?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
H. <b>EVER</b> received treatment from a physician or counselor regarding the use of alcohol, or the use of drugs, except for medicinal purposes; or received treatment or advice from an organization that assists those who have an alcohol or drug problem?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Details: If you answered **YES** to any of the above questions, please provide details here.

Question Number	Proposed Insured Name	Name of Physician Address if not already provided	Date/Duration of illness	Diagnosis/Severity Medications/Treatment
4A				Vitamins
4B + 4C		Dr. Hacker - Wilmington DE -gastroenterologist	DE 11/05	F/U to last years colonoscopy - diag. = IBS - no meds.
4C		Dr. Sallee	8/05	blood work for New Dr.
43		Dr. Talley	DOB 8/28/00 DOB 6/5/03	pregnancy



**Additional  
Information**

Use this page for any additional information.  
Attach a separate sheet if necessary.

37 Coach Hill Dr  
Newark DE 19711

Copying Prohibited



14

**Certification/  
Agreement/  
Disclosure**

**Certification Regarding Sales Illustration** Agent must check the appropriate statement below.

- Agent certifies that a signed illustration is **not required** by law or the policy applied for is not illustrated in this state.
- An illustration was signed and **matches the policy applied for**. It is included with this application.
- An illustration was shown or provided but is **different from the policy applied for**. An illustration conforming to the policy as issued will be provided no later than at the time of policy delivery.
- No illustration conforming to the policy** as applied for was shown or provided prior to or at the time of this application. An illustration conforming to the policy as issued will be provided no later than at the time of policy delivery.
- If illustration was **only shown on a computer screen**, check and complete details below.

An illustration was displayed on a computer screen. The displayed illustration **matches the policy applied for** but no printed copy of the illustration was provided. An illustration conforming to the policy as issued will be provided no later than at the time of policy delivery. The illustration on the screen included the following personal and policy information:

- 1. Gender (as Illustrated)  M  F  Unisex Age \_\_\_\_\_
- 2. Rating class (e.g. standard, smoker)  Preferred  Standard  Non-smoker  Smoker  
 Other \_\_\_\_\_
- 3. Type of policy (e.g. L-98, Whole Life) \_\_\_\_\_
- 4. Initial Death Benefit \$ \_\_\_\_\_ Death Benefit Option \_\_\_\_\_
- 5. Guaranteed Minimum Death Benefit  age 55  age 65  age 75  age 85  5 years
- 6. Dividend Option \_\_\_\_\_
- 7. Riders \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

**Fraud Warnings**

**Arkansas, Kentucky, Louisiana, New Mexico, Ohio, Oklahoma**

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

**Washington D.C., Tennessee, Virginia**

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

**Agreement/Disclosure**

**I have read this application for life insurance including any amendments and supplements and to the best of my knowledge and belief, all statements are true and complete. I also agree that:**

- My statements in this application and any amendment(s), paramedical/medical exam and supplement(s) are the basis of any policy issued.
- This application and any: amendment(s); paramedical/medical exam; and supplement(s) to this application, will be attached to and become part of the new policy.
- No information will be deemed to have been given to the Company unless it is stated in this application and paramedical/medical exam, and any supplement(s).
- Only the Company's President, Secretary or Vice-President may: (a) make or change any contract of insurance; (b) make a binding promise about insurance; or (c) change or waive any term of an application, receipt, or policy.
- Except as stated in the Temporary Insurance Agreement and Receipt, no insurance will take effect until a policy is delivered to the Owner and the full first premium due is paid. It will only take effect at the time it is delivered if: (a) the condition of health of each person to be insured is the same as stated in the application; and (b) no person to be insured has received any medical advice or treatment from a medical practitioner since the date of the application.



**Certification/  
Agreement/  
Disclosure**

(continued)

- I understand that paying my insurance premiums more frequently than annually may result in a higher yearly out-of-pocket cost or different cash values.
- If I intend to replace existing insurance or annuities, I have so indicated in Section 2, Question 2 of this application.
- I have received the Company's Consumer Privacy Notice and, as required, the Life Insurance Buyer's Guide.
- If I was required to sign an HIV Informed Consent Authorization, I have received a copy of that Authorization.

**Taxpayer Identification Number Certification**

Under penalties of perjury, I, the Owner, certify that:

The number shown in this application is my correct taxpayer identification number, and I am not subject to backup withholding because:

- (a) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; **OR**
- (b) the IRS has notified me that I am not subject to backup withholding. (If you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return, you must cross out and initial this item.)

I am a U.S. citizen or a U.S. resident alien for tax purposes.

(If you are not a U.S. citizen or a U.S. resident alien for tax purposes, please cross out this certification and complete form W-BBEN).

**Please note:** The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

**SIGNATURES:**

If not witnessing all signatures, Witness should sign next to the signature being witnessed.



Signed at City, State Remond Beach Pa Date 11/3/05

**Proposed Insured #1** [Signature]  
(age 15 or over)



Signed at City, State \_\_\_\_\_ Date \_\_\_\_\_

**Proposed Insured #2** \_\_\_\_\_  
(age 15 or over)



Signed at City, State \_\_\_\_\_ Date \_\_\_\_\_

**Owner** [Signature] [Signature]  
(if other than Proposed Insured)  
(if age 15 or over) If the Owner is a firm or corporation, Include Officer's title with signature.



Signed at City, State \_\_\_\_\_ Date \_\_\_\_\_

**Parent or Guardian** \_\_\_\_\_  
(If Owner or Proposed Insured(s) is/are under 18, sign here (if not signed above.)



Signed at City, State \_\_\_\_\_ Date \_\_\_\_\_

**Witness to Signatures** [Signature]  
(Licensed Agent/Producer)

Please print Agent/Producer name Remond J. Anderson



# PA FORMS

DE FORNIS  
APPS

**PART II: Paramedical/PHYSICAL EXAM**

Case/Policy No.: 22890

- |  |   |
|--|---|
| <input type="checkbox"/> Metropolitan Life Insurance Company           | <input type="checkbox"/> Metropolitan Tower Life Insurance Company  |
| <input type="checkbox"/> MetLife Investors Insurance Company           | <input type="checkbox"/> Metropolitan Insurance and Annuity Company |
| <input checked="" type="checkbox"/> New England Life Insurance Company | <input type="checkbox"/> MetLife Investors USA Insurance Company    |
| <input type="checkbox"/> Texas Life Insurance Company                  | <input type="checkbox"/> General American Life Insurance Company    |

The Company indicated above is referred to as "the Company".  
For Texas Life: if medical examination is not required, questions are to be completed by Agent.

The spaces below are for answers of person to be examined only. Nothing but the answers of such person should be recorded.

1. Name of Proposed Insured: (Last, First, Middle) <u>Banning, Vance</u>	Date of Birth: (Mo./Day/Year) <u>3/9/1973</u>
2. Tobacco Use - Indicate date last smoked/used: Cigarette: <u>1/1</u> <input type="checkbox"/> Never <u>1/1</u> <input type="checkbox"/> Never Smokeless Tobacco: <u>1/1</u> <input type="checkbox"/> Never <u>1/1</u> <input type="checkbox"/> Never Cigar/Pipe: <u>1/1</u> <input type="checkbox"/> Never <u>1/1</u> <input type="checkbox"/> Never Patch/Gum: <u>1/1</u> <input type="checkbox"/> Never <u>1/1</u> <input type="checkbox"/> Never	Tobacco Never Used: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Who is the doctor, practitioner, or health care facility who can give us the most complete and up to date information concerning your present health? If "None", check <input type="checkbox"/> . Name, full address, and phone number: <u>Dr. Kent Salter</u> <u>1941 Limestone Rd.</u> <u>Wilmington, DE, 19808</u> <u>(302) 654-7559</u>	When was this doctor last consulted? <u>11/05</u>
Why? <u>MOLE CHECK</u>	What treatment was given or medication prescribed? If "None", check <input checked="" type="checkbox"/> .
Reasons, findings, earlier consultations past 5 years? <u>(WNL)</u>	
4. a) Height <u>5 ft. 6 in.</u> b) Weight <u>120 lbs.</u> c) Change in weight in past 12 months (give reason) Pounds lost <u>0</u> Pounds gained <u>0</u> Reason <u>none</u>	
5. Have you EVER received treatment, attention, or advice from any physician, practitioner or health facility for, or been told by any physician, practitioner or health facility that you had:	Details: List question number. Give: details; dates; duration; diagnosis; treatment; and doctors' names and addresses.
a) High blood pressure; chest pain, heart attack; or any other disease or disorder of the heart or circulatory system? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<u>(56) previous induced asthma controlled w/ albuterol.</u>
b) Asthma; bronchitis; emphysema; sleep apnea; shortness of breath; or any other disease or disorder of the lungs or respiratory system? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
c) Seizures; stroke; paralysis; Alzheimer's disease; multiple sclerosis; Lou Gehrig's disease (ALS); memory loss; Parkinson's disease; progressive neurological disorder; headaches; dizziness; or any other disease or disorder of the brain or nervous system? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
d) Ulcers; colitis; hepatitis; cirrhosis; or any other disease or disorder of the liver, gallbladder, stomach; or intestines? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
e) Any disease or disorder of: the kidney; bladder; prostate; reproductive organs; or breasts; sexually transmitted disease; sugar; albumin; blood or pus in the urine? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
f) Diabetes; thyroid disorder; or any other endocrine disorder? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
g) Arthritis; gout; or disorder of the muscles, bones, or joints? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
h) Cancer; tumor; polyp; or cyst? Any disease or disorder of the skin? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	



*Danae Banning Case # 22890*

Details (Continued):

l) Anemia; leukemia; or any other disorder of the blood or lymph glands?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
j) Depression; stress; anxiety; or any other psychological or emotional disorder or symptoms?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
k) Any disease or disorder of the eyes, ears, nose, or throat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6. Are you now, or within the last six months, under observation or taking medication or treatment? (Including over the counter medications, vitamins, herbal supplements, etc.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7. Do you have any doctor's visits, medical care, or surgery scheduled?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8. Other than the above, during the past five years have you had any:	
a) Checkup; electrocardiogram; chest x-ray; or medical test?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
b) Illness; injury; or health condition not revealed above; or have been recommended to have any; treatment; hospitalization; surgery; medical test; or medication?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9. Have you:	
a) ever been diagnosed or treated by a member of the medical profession as having Acquired Immune Deficiency Syndrome (AIDS) or AIDS related Complex (ARC)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b) ever tested positive for the AIDS (HIV) virus or for antibodies to the AIDS (HIV) virus?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10. a) Have you ever used heroin, cocaine, barbiturates, or other drugs, except as prescribed by a physician or other licensed practitioner?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b) Have you ever received treatment from a physician or counselor regarding the use of alcohol, or the use of drugs except for medicinal purposes; or received treatment or advice from an organization that assists those who have an alcohol or drug problem?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

*8a) Colonoscopy done 11/2004 (WHL)*  
*13) father has ↑ BP not being treated*

11. Do you exercise?  Yes  No Type *Cardio weights* How often? *daily / 2x wk*
12. Are you now pregnant?  Yes  No If "Yes", estimated date of delivery? \_\_\_\_\_
13. Has a parent or sibling of any person to be insured ever had: heart disease; coronary artery disease; high blood pressure; cancer; diabetes; or mental illness? (If Yes, indicate below.)  Yes  No

Relationship to Proposed Insured:	Age(s) if Living	Age(s) at Death	State of Health (Specific Conditions) or Cause of Death Attach additional sheet(s) if necessary.
<i>Father</i>	<i>54</i>	<i>✓</i>	<i>Excellent</i>
<i>Mother</i>	<i>50</i>	<i>✓</i>	<i>Excellent</i>

14. a) Do you currently use any mechanical equipment such as a walker, wheelchair, long leg braces or crutches?  Yes  No
- b) Do you need any assistance or supervision with the following activities: bathing, dressing, walking, moving in/out of a chair or bed, toileting, continence or taking medication?  Yes  No

I have read the answers to questions 2-14 before signing. They have been correctly written, as given by me, and are true and complete to the best of my knowledge and belief. There are no exceptions to any such answers other than as written.

Witness to Signature <i>Danae Banning</i>	City and State <i>Newark, DE 19711</i>	Mo./Day/Year <i>11/18/05</i>	Signature of Proposed Insured (Parent or Guardian if under 18) <i>Danae Banning</i>
--	---	---------------------------------	---



0Y151280

VA-C

**Variable Life Supplement**

Proposed Insured:

**New England Life Insurance Company**

This supplement will be attached to and become part of the application with which it is used.

**Important Information for the Owner - Please Read Carefully**

Variable Life Insurance is generally not appropriate for time horizons of less than 10 years. These products are long-term investments that may have significant short term surrender charges. Variable Life Insurance is designed to provide death benefit protection while offering the potential for long-term cash accumulation and may not be appropriate in situations where significant liquidation of assets in the near future is expected.

**THE DEATH BENEFIT MAY BE VARIABLE OR FIXED UNDER SPECIFIED CONDITIONS.**

**THE CASH VALUE MAY INCREASE OR DECREASE, EVEN TO THE EXTENT OF BEING REDUCED TO ZERO, IN ACCORDANCE WITH SEPARATE ACCOUNT INVESTMENT EXPERIENCE.**

**THE COST OF INSURANCE RATES FOR THIS POLICY MAY CHANGE. THE RATES CURRENTLY BEING CHARGED ARE NOT GUARANTEED, AND THE COMPANY MAY CHARGE THE FULL MAXIMUM GUARANTEED RATES.**

**ILLUSTRATIONS OF BENEFITS, INCLUDING DEATH BENEFITS AND CASH VALUES, ARE AVAILABLE UPON REQUEST.**

**Owner's Information**

Tax bracket 40 %

Liquid Net Worth \$ 50,000  
(Exclude personal residence, automobiles & home furnishings)

Prior Investment Experience (Choose all that apply and indicate your years of experience.)

Certificate of Deposit 10 years  Stocks 10 years  Mutual Funds 10 years  
 Money Markets 10 years  Bonds 10 years  
 Other \_\_\_\_\_ years

Is Owner(s) an associated person of a broker/dealer?

YES  NO

**Investment Objective and Risk Tolerance**

**Investment Objective**

Indicate the investment objective for your policy's funding options.

- Capital Preservation
- Income
- Growth & Income
- Growth
- Aggressive Growth

Capital Preservation  
Income  
Growth & Income  
Growth  
Aggressive Growth

**Risk Tolerance**

Have you completed the Asset Allocation Questionnaire?  YES  NO  
IF YES, please submit with application.

Indicate risk tolerance below. (Choose only one) Be sure it supports the investment objective and your risk tolerance for this policy.

- Conservative
- Conservative to Moderate
- Conservative
- Conservative to Moderate
- Moderate
- Moderate to Aggressive
- Moderate to Aggressive
- Aggressive
- Moderate to Aggressive
- Aggressive

Seeks income and stability with minimal risk.  
Seeks current income over time.  
Seeks capital appreciation over long term combined with current dividend income.  
Seeks capital appreciation over long term.  
Seeks maximum capital appreciation over time by investing in speculative and/or higher risk securities.



Continued

NFND-4-05 (05/05) FF

VA-C

**Optional Automated Investment Strategies**

**PAGE 2**  
(continued)

You may select **ONLY ONE** of the following, if feature is available on product you are applying for.

If you are **NOT** electing any Automated Investment Strategies, please proceed to the Investment Allocation Section on the next page.

**Dollar Cost Averaging**

A percent of premium must be allocated to the Source Fund you have chosen.  
Election of this feature does not change the allocation of future payments.

Automatically transfers a set amount of money monthly from a Source Fund that you choose to the destination funding options that you choose.

Transfer Amount \$ \_\_\_\_\_

Source Fund (NOT Fixed Account) \_\_\_\_\_

Day of month for transfer (not 29,30,31) \_\_\_\_\_

Destination funding options - indicate dollar amount to be transferred to each in Dollar Cost Averaging column on the next page. You must transfer a minimum of \$100 to each funding option.  
End Date (Optional) M / D / Y \_\_\_\_\_

Dollar cost averaging does not assure a profit or protect against a loss in declining markets. It involves continuous investment in securities regardless of fluctuation in price levels. An investor should consider his/her ability to continue purchases in periods of low price levels.

**Portfolio Rebalancing**

Election of this feature does not change the allocation of future payments.

Automatically rebalances the cash values in all the selected funding options to the allocation percentages you select. The allocation selections for rebalancing can be different than the allocation percentages chosen for your premium payments.

- Check here if you wish to rebalance to the allocation percentages chosen for your premium payments.
- Check here if you wish to rebalance using different allocation percentages than your premium payments and indicate the allocation percentages in the Portfolio Rebalancing column on the next page.

Choose **ONE** of the following options:

**Periodic Rebalancing**

- Monthly
- Quarterly
- Semi-annually
- Annually

**Variance Rebalancing**

Allows the allocation percentages to be maintained within a specified variance range on a monthly basis. Rebalancing will occur on any monthly anniversary in which any of the accounts selected are outside of the variance range chosen.

- 5%  10%  15%  20%

Continued

NFND-4-05 (05/05) FF

302-652-2690

Bernard J Rudec

Dec 19 05 08:12a



Investment Allocation	PAGE 3 (continued)		
	Please select funding options that are appropriate for the RISK TOLERANCE and INVESTMENT OBJECTIVE indicated on the first page of this form. Some funding options may be appropriate for more than one investment objective. For more complete information about a specific funding option, including charges and expenses, please read the prospectus carefully.		
Risk Level	Portfolio Name	Initial Allocation	Use this column only if you have chosen an option on previous page. Dollar Cost Averaging & Portfolio Rebalancing %
Conservative	Fixed Account		
	BlackRock Money Market Portfolio		
	Salomon Brothers U.S. Government Portfolio		
Conservative to Moderate	BlackRock Bond Income Portfolio		
	Lehman Brothers® Aggregate Bond Index Portfolio		
	FIMCO Total Return Portfolio	20	
Moderate	Salomon Brothers Strategic Bond Opportunities Portfolio		
	Lord Abbett Bond Debenture Portfolio		
	BlackRock Diversified Portfolio		
	MFS Total Return Portfolio		
	Neuberger Berman Real Estate Portfolio		
Moderate to Aggressive	American Funds Growth-Income Fund	15	
	BlackRock Large Cap Value Portfolio		
	Davis Venture Value Portfolio	10	
	FI Value Leaders Portfolio		
	Fidelity VIP Equity-Income Portfolio		
	Harris Oakmark Large Cap Value Portfolio		
	Harris Oakmark Focused Value Portfolio		
	Neuberger Berman Mid Cap Value Portfolio	15	
	BlackRock Investment Trust Portfolio		
	MetLife Stock Index Portfolio	10	
	MFS Investors Trust Portfolio		
	Zenith Equity Portfolio		
	BlackRock Strategic Value Portfolio		
	FI Mid Cap Opportunities Portfolio		
	MetAIM Mid Cap Core Equity Portfolio		
MetLife Mid Cap Stock Index Portfolio			
Aggressive	FI International Stock Portfolio		
	Fidelity VIP Overseas Portfolio		
	Harris Oakmark International Portfolio		
	MFS Research International Portfolio		
	Morgan Stanley EAFE® Index Portfolio		
	Dppenheimer Global Equity Portfolio		
	American Funds Growth Fund		
	BlackRock Legacy Large Cap Growth Portfolio	15	
	Lanar Aggressive Growth Portfolio		
	Jennison Growth Portfolio		
	Oppenheimer Capital Appreciation Portfolio		
	T. Rowe Price Large Cap Growth Portfolio		
	BlackRock Aggressive Growth Portfolio		
	Loomis Sayles Small Cap Portfolio	5	
	Russell 2000® Index Portfolio		
	T. Rowe Price Mid-Cap Growth Portfolio		
	Franklin Templeton Small Cap Growth Portfolio		
	MetAIM Small Cap Growth Portfolio		
T. Rowe Price Small Cap Growth Portfolio			
American Funds Global Small Capitalization Fund			
RCM Global Technology Portfolio	10		
Other	MetLife Conservative Allocation Portfolio		
	MetLife Conservative to Moderate Allocation Portfolio		
	MetLife Moderate Allocation Portfolio		
	MetLife Moderate to Aggressive Allocation Portfolio		
	MetLife Aggressive Allocation Portfolio		

Write in any available funds not listed above.

Continued

NFND-4-05 (05/05) FF

VA-C

Other Important Owner Questions

PAGE 4

(continued)

1. I elect to have the monthly deduction from the cash values taken as follows:

- Proportionately from the funding options based on the cash value in each at the time of the deduction.
- From one specific funding option (if available). Specify \_\_\_\_\_

If you have chosen a specific funding option, please note that if that funding option has insufficient cash value to pay the monthly charges, these charges will be deducted proportionately from each funding option based on the cash value in each at the time of the deduction.

2. Have you received a prospectus for the policy applied for?

YES  NO

IF YES, please indicate:

Date of prospectus: 3/1/05

Date of any prospectus supplement package: \_\_\_\_\_

3. Did your agent/producer review your financial situation, risk tolerance and investment objectives prior to completing this application?

YES  NO

IF NO, please indicate on what basis was this product recommended?

4. Do you understand that:

A. The amount and duration of the death benefit may increase or decrease depending on the policy's investment return, subject to any guarantees provided by the policy?

YES  NO

B. There is no guaranteed minimum cash value and the cash value may increase or decrease depending on the policy's investment return?

YES  NO

5. Do you believe that this policy and the funding options you have selected will meet your insurance needs and financial objectives?

YES  NO

6. If funding options selected do not reflect the risk tolerance on the first page of this form, please explain:



NFND-4-05 (05/05) FF

Amendment to Application for Insurance

Proposed Insured: DANA K BANNING

No. 00Y151280

Date of Application: NOVEMBER 03, 2005

I agree to these changes which the Company has noted in the "Additions and Amendments" space of the Application.

#1B SECTION 2 : NO

#01 SECTION 6 : PLAN - ZENITH FLEXIBLE LIFE 2001 ; FACE AMOUNT \$5,000,000

#03 SECTION 6 : PLANNED ANNUAL PREMIUM YEAR 1 & RENEWAL \$52,393.23

DEATH BENEFIT OPTION A

#01 ON PAGE 4 OF VARIABLE LIFE SUPPLEMENT : Proportionately from the funding options based on the cash value in each at the time of the deduction.

Date: \_\_\_\_\_

Proposed Insured (Parent, if Insured under age 15)

Date: \_\_\_\_\_

Applicant, if other than Proposed Insured

New England Life Insurance Company  
501 Boylston Street, Boston, Massachusetts

  
President

  
Secretary



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Amendments and Endorsements (To be made only by the Company)

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Please notify the Company of any change in your name or address. The Company will communicate with you at your address on record with the Company.

New England Life  
Insurance Company  
501 Boylston Street  
Boston, Massachusetts 02117

**Flexible Premium Adjustable  
Variable Life Policy**

- The Death Proceeds are payable at the death of the Insured, if the Insured dies before the Maturity Date and the Policy is in force.
- The Net Cash Value, if any, is payable on the Maturity Date, if the Insured is still living and the Policy is in force.
- The Policy can be adjusted by increasing or decreasing the Face Amount.
- The amount and frequency of premium payments can be changed.
- The Policy does not share in dividends.

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# **EXHIBIT D**

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**New England Financial®**

A MetLife Company

501 BOYLSTON ST.  
BOSTON, MA 02116

**New England Life  
Insurance Company**

**Variable Life Policy**

**Insured:** DARIA L MOORE

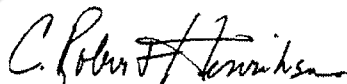
**Policy Number:** Y151279

**Plan:** Flexible Premium  
Adjustable Variable Life

**New England Life Insurance Company** Agrees to pay the **Death Benefit of this Policy to the Beneficiary on receipt of proof that the death of the Insured occurred before the Maturity Date; or to pay the Net Cash Value of the Policy to the Owner if the Insured is living on the Maturity Date; and to provide the other rights and benefits of the Policy.**

These agreements are subject to all of the provisions of the Policy.

Signed on the Date of Issue for the Company at its Home Office  
501 Boylston Street  
Boston, MA 02117



President



Secretary

**Flexible Premium Adjustable Variable Life Policy**

- The Death Proceeds are payable at the death of the Insured, if the Insured dies before the Maturity Date and the Policy is in force.
- The Net Cash Value, if any, is payable on the Maturity Date, if the Insured is still living and the Policy is in force.
- The Policy can be adjusted by increasing or decreasing the Face Amount.
- The amount and frequency of premium payments can be changed.
- The Policy does not share in dividends.

**THE DEATH BENEFIT ON THE POLICY DATE WILL BE EQUAL TO THE FACE AMOUNT SHOWN IN SECTION 1. THEREAFTER, THE DEATH BENEFIT CAN VARY FROM DAY TO DAY. IT CAN INCREASE OR DECREASE, DEPENDING ON SEPARATE INVESTMENT ACCOUNT PERFORMANCE AND ON FIXED ACCOUNT INTEREST; BUT IT WILL NOT BE LESS THAN THE FACE AMOUNT. SEE SECTION 10.**

**THE CASH VALUE OF THIS POLICY CAN VARY FROM DAY TO DAY. IT CAN INCREASE OR**

**DECREASE, DEPENDING ON SEPARATE INVESTMENT ACCOUNT PERFORMANCE AND ON FIXED ACCOUNT INTEREST. SEE SECTION 14.**

**Please Read Your Policy Carefully**

This Policy is a legal Contract between you and the Company.

**RIGHT TO RETURN THE POLICY**

**When this Policy is issued or when you receive an increase in Face Amount, you should examine it. You can return the Policy or the increase in Face Amount (See Section 16) to the Company or its Agent for any reason within the latest of: (a) 10 days after you receive it from the Company; (b) 45 days after Part I of the Application for that coverage is signed; and (c) 10 days after the Company mails the separate Notice of Withdrawal Right for that coverage. If you return an increase in Face Amount: any Monthly Deduction and any Administrative Charge for the increase in Face Amount will then be credited to the Policy; and the increase in Face Amount will be cancelled from the start. Otherwise, if you return the Policy: an amount equal to any premium paid plus any unscheduled payment made will be refunded to you; and the Policy will be cancelled from the start.**



Policy Provisions

Alphabetical Guide

Section

Section

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- 3 Surrender Charge
- 4 Not Applicable
- 5 Not Applicable
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- 3 Surrender Charge
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- 17 24 Months Conversion Right
- 8 Variable Account

New England Life  
Insurance Company

1. Policy Schedule

**Owner and Beneficiary:** As named in the Application or as later changed. See the Owner and Beneficiary Section of the Policy.

**Insured:** DARIA L MOORE                      **Sex:** Female      **Age:** 29  
**Policy Number:** Y151279                      **Policy Date:** January 19, 2006  
**Policy Loan Interest Rate:** 5.5%              **Maturity Date:** January 19, 2077 \*

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 1 WILL BE CHANGED.  
SEE SECTION 16.

Schedule of Benefits

Flexible Premium Adjustable Variable Life                      Death Benefit Option: 1  
Face Amount                      Date of Issue                      Policy Class  
\$5,000,000                      January 19, 2006                      Nonsmoker Preferred  
Maximum Monthly Policy Fee:  
    First Year                      \$15.00  
    Thereafter                      \$7.00  
Maximum Face Amount Increase Administrative Charge:  
    .0025 times Face Amount Increase  
Maximum Monthly Administrative Charge:  
    First Year                      \$400.00  
    Thereafter                      \$40.00

Schedule of Premiums

Planned Annual Premium \*\*  
    Years 1 thru 4                      \$41,823.40  
Monthly Minimum Premium:                      \$1,211.51  
Maximum Premium Expense Charge:                      6.50%

\* This coverage may expire prior to the Maturity Date if premiums paid are insufficient to continue the coverage to that date. There may be little or no Cash Value on that date.

\*\* If the Planned Annual Premium is paid on the first day of each policy year, and the Actual Investment Return is 4% and the guaranteed maximum charges apply in all years, this Policy will terminate in policy year 17 unless additional premium is paid or unless a Minimum Guaranteed Death Benefit is in effect.



Secretary

New England Life  
Insurance Company

2. Table of Guaranteed Maximum Cost of Insurance Rates per \$1,000  
Based on the 1980 CSO Nonsmoker Table B

Policy Number

Y151279

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 2 WILL BE CHANGED.  
SEE SECTION 16.

Policy Year	Monthly Rate	Policy Year	Monthly Rate	Policy Year	Monthly Rate
1	\$ .1167	25	\$ .5158	49	\$ 5.4808
2	.1167	26	.5675	50	6.0108
3	.1192	27	.6233	51	6.5767
4	.1217	28	.6842	52	7.2000
5	.1250	29	.7500	53	7.8975
6	.1317	30	.8200	54	8.6883
7	.1367	31	.8958	55	9.5850
8	.1442	32	.9833	56	10.5667
9	.1525	33	1.0800	57	11.6208
10	.1633	34	1.1917	58	12.7175
11	.1750	35	1.3217	59	13.8650
12	.1875	36	1.4683	60	15.0375
13	.2025	37	1.6292	61	16.2525
14	.2167	38	1.8033	62	17.5242
15	.2342	39	1.9892	63	18.8758
16	.2508	40	2.1867	64	20.3442
17	.2717	41	2.4017	65	22.0033
18	.2925	42	2.6450	66	24.1133
19	.3150	43	2.9592	67	27.0742
20	.3408	44	3.2408	68	31.7475
21	.3675	45	3.6142	69	39.8075
22	.3967	46	4.0325	70	54.7817
23	.4317	47	4.4867	71	83.3333
24	.4708	48	4.9708		

  
Secretary

3. Surrender Charge

**Policy Number**

0Y151279

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 3 WILL BE CHANGED.  
SEE SECTION 16.

A Surrender Charge will be deducted from full surrender, decrease in Face Amount, lapse and most partial surrender transactions during the Surrender Charge Period of the initial Face Amount and any increase in Face Amount. For the initial Face Amount, the Surrender Charge Period is measured from the Policy Date. For each increase in Face Amount, the Surrender Charge Period is measured from the Adjustment Date of the increase. The Surrender Charge for the Policy is equal to: the Deferred Sales Charge for the initial Face Amount and each increase in Face Amount; plus the Deferred Administrative Charge for the initial Face Amount and each increase in Face Amount.

(continued)

  
Secretary

3. Surrender Charge

Policy Number	Face Amount	Date of Issue
0Y151279	\$5,000,000	January 19, 2006


THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 3 WILL BE CHANGED.  
SEE SECTION 16.

The Surrender Charge Period of the initial Face Amount is 11 years.

The Maximum Deferred Sales Charges for the first 5 years are shown below. The Maximum Deferred Sales Charges for the last policy month of each of the remaining years of the Period are shown below; the Maximum Charges for other months will reflect the number of completed months of the Period in the year of surrender, lapse or decrease in Face Amount.

The Deferred Administrative Charge is level throughout the first year of the Period and is shown below. The Charge for the last policy month of each of the remaining years of the Period is shown below; the charge for other months will reflect the number of completed months of the Period in the year of surrender, lapse or decrease in Face Amount.

Year of Surrender Charge Period	Maximum Deferred Sales Charge	Deferred Administrative Charge
1	\$13,255.00	\$12,500.00
2	17,352.00	11,250.00
3	17,352.00	10,000.00
4	17,352.00	8,750.00
5	17,352.00	7,500.00
6	14,460.00	6,250.00
7	11,568.00	5,000.00
8	8,676.00	3,750.00
9	5,784.00	2,500.00
10	2,892.00	1,250.00
11	0.00	0.00



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New England Life  
Insurance Company

4. Not Applicable

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5. Not Applicable

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Secretary

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6. Accounts Available on the Date of Issue

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**Policy Number**

Y151279

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Variable

Zenith Equity Portfolio  
BlackRock Bond Income Portfolio  
BlackRock Money Market Portfolio  
MetLife Stock Index Portfolio  
MFS Total Return Portfolio  
Harris Oakmark Focused Value Portfolio  
Fidelity Value Leaders Portfolio  
Fidelity VIP Equity-Income Portfolio  
Fidelity VIP Overseas Portfolio  
Loomis Sayles Small Cap Portfolio  
Salomon Brothers U.S. Government Portfolio  
BlackRock Legacy Large Cap Growth Portfolio  
Fidelity International Stock Portfolio  
Davis Venture Value Portfolio  
Salomon Brothers Strategic Bond Opportunities Port  
Fidelity Mid Cap Opportunities Portfolio  
Russell 2000 Index Portfolio  
BlackRock Investment Trust Portfolio  
BlackRock Diversified Portfolio  
BlackRock Aggressive Growth Portfolio  
Oppenheimer Global Equity Portfolio  
T. Rowe Price Small Cap Growth Portfolio  
Harris Oakmark Large Cap Value Portfolio  
Neuberger Berman Mid Cap Value Portfolio  
T. Rowe Price Large Cap Growth Portfolio  
Lehman Brothers Aggregate Bond Index Portfolio  
Morgan Stanley EAFE Index Portfolio  
BlackRock Strategic Value Portfolio  
MetLife Mid Cap Stock Index Portfolio  
RCM Global Technology Portfolio  
PIMCO Total Return Portfolio  
BlackRock Large Cap Value Portfolio  
Harris Oakmark International Portfolio  
Met/AIM Mid Cap Core Equity Portfolio  
Met/AIM Small Cap Growth Portfolio  
Neuberger Berman Real Estate Portfolio  
MFS Research International Portfolio  
Lord Abbett Bond Debenture Portfolio  
Jennison Growth Portfolio  
Oppenheimer Capital Appreciation Portfolio

CONTINUED ON SECOND PAGE

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Secretary



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6. Accounts Available on the Date of Issue

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**Policy Number**

Y151279

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Variable

MetLife Conservative Allocation Portfolio  
MetLife Conservative to Moderate Allocation Port  
MetLife Moderate Allocation Portfolio  
MetLife Moderate to Aggressive Allocation Port  
MetLife Aggressive Allocation Portfolio  
MFS Investors Trust Portfolio  
American Funds Growth Fund  
American Funds Growth-Income Fund  
American Funds Global Small Capitalization Fund  
Janus Aggressive Growth Portfolio  
Franklin Templeton Small Cap Growth Portfolio  
T. Rowe Price Mid-Cap Growth Portfolio

Fixed

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Secretary

## 7. Contract

### **The Contract**

This Policy is a legal contract between the Owner of the Policy (called "you") and New England Life Insurance Company, a Massachusetts corporation, (called "the Company"). The Policy, which includes the attached Application and any Application for adjustment of the Policy, is the entire contract between you and the Company. All riders are listed in Section 1. A change in or waiver of the provisions of the Policy must be signed by the President or the Secretary of the Company to be valid.

### **Payments Under the Contract**

All contract amounts are in dollars of the United States of America. Payments by the Company under the contract will be made at the Home Office of the Company. The obligations of the Company are subject to all payments made and actions taken by the Company under the Policy before receipt by the Company at its Home Office of proof of death of the Insured.

### **Dates**

Policy years, months and anniversaries are all measured from the Policy Date. Contestable and suicide periods start on the Date of Issue and on the Adjustment Date for each increase in Face Amount. The Policy Date, the Date of Issue and each Adjustment Date are all shown in Section 1.

### **Not Contestable After Two Years**

Insurance is issued by the Company in reliance on the statements made in the Application for the insurance. Those statements are representations; they are not warranties. No statement can be used to contest or rescind insurance or to defend against a claim unless contained in the Application for the insurance. The insurance issued under this Policy will not be contestable after it has been in force during the life of the Insured:

- With respect to the amount of Death Benefit which results from other than payments for which proof of insurability is required, for two years from the Date of Issue; and
- With respect to any amount of Death Benefit which results from a payment for which proof of insurability is required, for two years from the date that payment is received; and
- With respect to the amount of the Death Benefit associated with each increase in Face Amount, for two years from the Adjustment Date for that increase.

### **Suicide Within Two Years**

If the Insured dies by suicide while sane or insane within two years from the Date of Issue, the Death Benefit will be limited to: the amount of the premiums paid; less any Policy Loan Balance on the date of death; and less any partial surrenders.

If the Insured dies by suicide while sane or insane more than two years after the Date of Issue but within two years from the Adjustment Date for an increase in Face Amount, the Death Benefit for that increase in Face Amount will be limited to the Monthly Deductions and any Face Amount Increase Administrative Charge made to pay for that increase.

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**Age of Insured**

The age of the Insured on the Policy Date and on each policy anniversary means the age at the nearest birthday of the Insured. For an increase in Face Amount during a policy year, age means age at the start of that policy year.

If the age or sex of the Insured has not been correctly stated in the Application, the Death Benefit will be the amount that the most recent Monthly Deduction which was made would have provided for the correct age and sex.

**Claims of Creditors**

The Policy and payments under it are exempt from the claims of creditors to the extent allowed by law.

**Basis of Values**

"1980 CSO" means Commissioners 1980 Standard Ordinary; it is used to describe mortality tables. Minimum Cash Values, Reserves and Guaranteed Insurance Factors are based on the mortality table shown in Section 2. Interest is compounded daily at the effective rate of 4% per year. A detailed statement of the method of computing values has been filed, where required, with the Insurance Department of the state in which the Policy is delivered. All values are equal to or in excess of the minimum values required by the law of that state.

**Periodic Reports**

The Company will send you all reports required by law and regulation. Such reports will be sent once each year or more often if required by law or regulation. The annual report will include, as of the date for which the report is made: the Death Benefit; the Cash Value; any Policy Loan Balance; and any other information required by law or regulation.

**Policy Illustration of Benefits and Values**

Upon written request the Company will send you a policy illustration which will illustrate benefits and values under the Policy.

**Postponement of Variable Benefits**

Except for a Policy Loan that will be used to pay premiums on policies issued by the Company, the Company can postpone the determination of and the payment or transfer of amounts based on separate investment account performance if:

- The New York Stock Exchange is closed for trading (except for normal weekend and holiday closing) or when trading is restricted; or
- The Securities and Exchange Commission determines that a state of emergency exists which may make payment or transfer impractical; or
- The Securities and Exchange Commission orders the Variable Account or orders the New England Zenith Fund or its successor or any other investment company in which the Variable Account is invested to postpone payment or transfer of variable benefits.

**Postponement of Surrenders, Transfers and Loans From The Fixed Account**

The Company can postpone the payment of the portion of the Policy's Net Cash Value which is in the Fixed Account for not more than six months after surrender. If payment is postponed for more than 30 days, it will be credited with interest from the date of surrender. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year.

The Company can postpone transfers from the Fixed Account for not more than six months from the date of the request. The effective date of the transfer is the date on which values are transferred from the Fixed Account.

The Company can postpone the making of any Policy Loan and any partial surrender from the Fixed Account for not more than six months from the day you apply, except Loans or partial surrenders to pay premiums on policies issued by the Company.

## 8. The Variable Account

### **The Variable Account**

The Variable Account (called "the Account") is a separate investment account established by the Company in accordance with Delaware law. The assets of the Account are owned by the Company. The assets of the Account will be used to provide values and benefits under this Policy and similar policies. The portion of the Account assets equal to the reserves plus other policy liabilities of the Account is not chargeable with liabilities arising out of any other business the Company may conduct. The Company reserves the right to transfer to its general account Variable Account assets which exceed the total of reserves and other liabilities of the Account. Income and realized and unrealized capital gains and losses of the Account are credited to the Account without regard to any of the Company's other income or capital gains and losses.

### **Sub-Accounts**

The Account consists of sub-accounts, each of which is invested in shares of one portfolio of the New England Zenith fund or its successor or any other investment company in which the Account is invested. Shares of a portfolio are purchased for a sub-account at their net asset value.

The Policy's first investment is made in the Money Market sub-account as of the latest of:

- The Policy Date;
- The date of the Part II of the Application for the initial Face Amount, if any is required; and
- The date the first premium is received by the Company.

The Policy's Cash Value will be transferred, based on your choice, to the sub-accounts and the Fixed Account as of the later of: 45 days after Part I of the Application for the initial Face Amount is signed; and 10 days after the Company mails the separate Notice of Withdrawal Right for the initial Face Amount. Before this transfer, the values and benefits of the Policy will depend on the net investment performance of the Money Market sub-account. After this transfer each net premium allocated to the Account and each net unscheduled payment allocated to the Account will be invested in the sub-accounts you chose as of the date it is received by the Company at its Home Office.

Each distribution of income, dividends and capital gains from a portfolio to a sub-account will be reinvested for the benefit of the owners of the policies in that sub-account at net asset value in shares of the portfolio which made the distribution.

The Cash Value of the Policy at any time cannot be allocated among more than 10 sub-accounts, except with the consent of the Company; and the Fixed Account will be counted in the limit of 10.

The values and benefits of a policy depend on: the investment performance of the portfolios in which the sub-accounts are invested; and the interest credited to the Fixed Account. The Company does not guarantee the investment performance of the portfolios of the sub-accounts. You bear the investment risk for amounts invested in the sub-accounts for your Policy.

### **Choice of Sub-Accounts**

You choose the sub-accounts in which net premiums and net unscheduled payments are to be invested. You can change the choice for future premiums and future unscheduled payments at any time by notice to the Company. The change will be effective as of the date the request is received by the Company at its Home Office. The portion of the net premium and the net unscheduled payment to be applied to each sub-account chosen must be a whole percent not less than 10.

The portfolios as of the Date of Issue are listed in the then current prospectus for the Account and in Section 6.

---

**Change in Portfolios**

The Company can add or remove portfolios as sub-account investments as permitted by law. When a change is made, the Company will send you: a revised prospectus for the Account which will describe all of the portfolios then available in the New England Zenith Fund or its successor or any other investment company in which the Account is invested; and any notice required by law.

When a portfolio is removed, the Company has the right to substitute a different portfolio in which the sub-account will then invest:

- The value of the removed portfolio; and
- Future net premiums and future net unscheduled payments applied to that sub-account.

**Transfer Option**

After the Right to Return the Policy period you can transfer all or a portion of the Policy's existing share of a sub-account to another sub-account or to the Fixed Account. (See Restriction of New Amounts Applied to the Fixed Account provision.) Requests for transfers can be made in writing or by telephone. The Company is not responsible for determining the authenticity of transfer instructions received by telephone. Transfers will be subject to a limit of 4 in each policy year, except with the consent of the Company. A transfer out of the Fixed Account will not count against this limit.

**Change of Investment Policy**

The investment policy of the Account will not be changed unless: (a) the change has been approved by the Insurance Commissioner of the Commonwealth of Massachusetts; and (b) a statement of the approval process has been filed with the Insurance Department of the state in which this Policy is delivered. If the investment policy of the Account is changed, the Company will give you written notice of the change. You can then choose to convert this Policy to fixed benefit coverage. The conversion will be on the same basis as that described in the 24 Months Conversion Right section. (See Section 17.) Your request to convert this Policy must be made within 60 days of the later of: (a) the effective date of the investment policy change; or (b) the date you receive the notice of the change.

**Rights Reserved by the Company**

The Company reserves the right to take certain actions subject to compliance with law including, if required, the approval of the owners of the policies. These actions are: (a) to create new investment accounts; (b) to combine any two or more separate investment accounts, including the Account; (c) to invest some or all of the assets of the Account other than in the New England Zenith Fund; (d) to invest some or all of the assets of the Account in any other investment company chosen by New England Life Insurance Company; (e) to remove a portfolio in which the sub-account is invested or to substitute a different portfolio; (f) to operate the Account as a management investment company and to charge investment advisory fees under the Investment Company Act of 1940 or to operate the Account in any other form permitted by law; and (g) to deregister the Account under the Investment Company Act of 1940 if registration is no longer required.

## 9. The Fixed Account

### **The Fixed Account**

The Fixed Account is a segmented fund within the general account of the Company.

If you choose the Fixed Account, the first date on which money is applied to the Fixed Account for the Policy is the latest of:

- 45 days after Part I of the Application for the initial Face Amount is signed;
- 10 days after the Company mails the separate Notice of Withdrawal Right for the initial Face Amount; and
- The effective date of the choice of the Fixed Account.

Before this date, the value of the portion of the net premium and any net Unscheduled Payment allocated to the Fixed Account will depend on the net investment performance of the Money Market sub-account of the Variable Account. After this date each net premium allocated to the Fixed Account and each net unscheduled payment allocated to the Fixed Account will be applied as of the date it is received by the Company at its Home Office. Each transfer to the Fixed Account will be applied as of the transfer date.

### **Fixed Account Interest**

Except as noted in the Repayment of Loans provision of Section 15, the rate of interest for each amount applied to the Fixed Account: will be the rate set by the Company in advance for the date the amount is applied to the Fixed Account; and will not be less than a rate equivalent to an annual effective rate of 4%. The effective interest rate used on the Policy will be the weighted average of all such rates for the Policy.

Each year, on the policy anniversary, the Company will determine a portion, if any, of the Policy's portion of the Fixed Account which will be reinvested at the rate effective on that date.

Interest will be credited to the Fixed Account on a daily basis.

### **Restriction of New Amounts Applied to the Fixed Account**

The Company reserves the right to restrict new amounts applied to the Fixed Account if the rate of interest that would be used for the new amount is a rate equivalent to an annual effective rate of 4%.

### **Transfers Out of the Fixed Account**

You can transfer a limited amount of the Policy's portion of the Fixed Account to the sub-accounts once within 30 days after each policy anniversary. The transfer will be limited to the greater of: 25% of the Policy's portion of the Fixed Account on the transfer date; and the amount of the Policy's portion of the Fixed Account transferred to the sub-accounts the prior year. However, if less than \$100.00 would remain in the Fixed Account after the transfer, you can transfer the remainder to the sub-accounts. Requests for transfers can be made in writing or by telephone. The Company is not responsible for determining the authenticity of transfer instructions received by telephone.

### **Choice of the Fixed Account**

You can choose to have net premiums and net unscheduled payments applied to the Fixed Account. You can change the choice for future net premiums and future net unscheduled payments at any time by notice to the Company in writing. (See the Restriction of New Amounts Applied to the Fixed Account provision.) The portion of the net premium and net unscheduled payment to be applied to the Fixed Account must be a whole percent not less than 10.

## 10. Death Benefit

### Death Benefit

If the Insured dies before the Maturity Date, the Company will pay a Death Benefit to the Beneficiary. The amount of the Death Benefit will depend on the Death Benefit Option in effect on the date of death. The amount payable will be reduced by any Policy Loan Balance on the date of death. If the Insured dies during the grace period, the Amount Due (see Grace Period provision in the Monthly Deduction Section) will be deducted from the policy proceeds to cover Monthly Deductions to the date of death. The policy proceeds will be paid in one sum unless all or part of the proceeds is applied to a Payment Option. (See Payment of Benefits, Section 19.)

### Death Benefit Options

This Policy provides two Death Benefit Options. The Death Benefit Option will be as chosen in the Application or as later changed. The Death Benefit Option is shown in Section 1. If Option 1 is chosen the Death Benefit on the date of death is equal to the greater of (a) and (c) and if Option 2 is chosen the Death Benefit on the date of death is equal to the greater of (b) and (c), where:

- (a) is equal to the Face Amount shown in Section 1;
- (b) is equal to the Face Amount shown in Section 1 plus the Cash Value; and
- (c) is equal to the Death Benefit which will allow the Policy to continue to qualify as a flexible premium adjustable life insurance contract under the Internal Revenue Code and any interpretive regulation or rulings by the Internal Revenue Service.

The Company will calculate (c) as the Applicable Percent of: the Cash Value of the Policy plus the pro rata portion of any monthly deduction made for a period beyond the date of death. The percent used will be based on the age of the Insured at the beginning of the policy year as shown in the Table of Applicable Percentages below.

**Table of Applicable Percentages**

Age	Applicable Percent	Age	Applicable Percent
0 through 40	250	61	128
41	243	62	126
42	236	63	124
43	229	64	122
44	222	65	120
45	215		
46	209	66	119
47	203	67	118
48	197	68	117
49	191	69	116
50	185	70	115
51	178	71	113
52	171	72	111
53	164	73	109
54	157	74	107
55	150	75 through 90	105
56	146	91	104
57	142	92	103
58	138	93	102
59	134	94 through 99	101
60	130	100	100

When you apply for a Level Term Insurance Rider on this Policy, you can choose to have the Term Amount of the Rider added to the Face Amount of the Policy for purposes of calculating the Death Benefit. Your choice cannot be changed.

## 11. Premiums

### Changing the Death Benefit Option

After the first policy year you can change the Death Benefit Option by written application to the Company. A change in Death Benefit Option will be effective on the Adjustment Date shown in the new Policy Schedule.

Except with the consent of the Company, a change from Option 1 to Option 2 can be made only if the Face Amount after the change is at least \$100,000. If you change from Option 1 to Option 2:

- The Face Amount will be decreased, if necessary, such that the Death Benefit immediately before and after the changes is the same;
- A decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis; and
- No surrender charge will apply.

A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy.

If you change from Option 2 to Option 1:

- The Face Amount will be increased, if necessary, such that the Death Benefit immediately before and after the changes is the same; and
- This increase in Face Amount will be applied to the initial Face Amount and to each prior increase in Face Amount on a pro rata basis.

The requirements in the Increase in Face Amount provision of Section 16 do not apply to a change from Option 2 to Option 1.

### Payment

Premiums are payments made to the Company to pay for the Policy. The Policy will not be in force until the first premium is paid. After the first premium is paid, premiums can be paid: at any time; and in any amount, subject to the Limits on Premiums below. Payments can be made at the Home Office of the Company or at any Agency of the Company. A receipt for payment signed by the Secretary of the Company will be given on request. Unless you request otherwise in writing to the Company, any payment received by the Company when a Policy Loan exists on the Policy will be used: *first*, as a planned premium; *second*, as payment of the loan interest due; *third*, as a repayment of the Policy Loan; and *fourth*, as an unscheduled payment.

### Amount and Frequency

Planned annual premiums are shown in Section 1. Payments and Planned Premium Dates can be annual, semi-annual or quarterly or can be at any frequency agreed to by the Company. (See Limits on Premiums below.)

Unscheduled payments can be made at any time prior to the Maturity Date. (See Limits on Premiums below.)

Cash Values and Death Benefits will be permanently affected by the amount and frequency of planned and unscheduled payments.

### Limits on Premiums

Payments are subject to these limits:

- No payment can be less than \$25; and
- Total planned and unscheduled payments will be limited to the Company's published maximum; and
- No unscheduled payment can be made if it increases the Death Benefit by more than it increases the Cash Value, except with evidence of insurability and the consent of the Company; and
- No planned premium can be increased except with the consent of the Company.



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## 12. Monthly Deduction

This Policy is intended to qualify as a flexible premium adjustable life insurance contract under the Internal Revenue Code and any interpretive regulation or rulings by the Internal Revenue Service. To that end, premiums on this Policy are limited to an amount no greater than that allowing the Policy to continue to qualify.

### Net Payments

Each net premium and each net unscheduled payment is equal to: the payment; *less* no more than the Maximum Premium Expense Charge at the rate shown in Section 1.

### Monthly Deduction

On the first day of each policy month, whether or not premiums are paid, the Company will make a Monthly Deduction for that policy month from the Cash Value of this Policy. The amount of the Monthly Deduction for a policy month is equal to:

- The cost of insurance and the cost of any riders for the policy month;  
PLUS
- An amount not greater than the Maximum Monthly Policy Fee shown in Section 1;  
PLUS
- An amount not greater than the Maximum Monthly Administrative Charge shown in Section 1.

If the Policy meets the Monthly Minimum Premium test, whether or not premiums are paid, the Monthly Deduction will be made, until the Cash Value equals zero. Otherwise, the Monthly Deduction will be made, as long as the Net Cash Value is sufficient to cover the entire Monthly Deduction. This provision will not continue the Policy beyond the Maturity Date; nor will it continue any rider beyond the termination date as provided in the rider.

The Monthly Deduction will be deducted in the same proportion as the Cash Value of the Policy is in the sub-accounts and the Fixed Account.

### Cost of Insurance

The monthly cost of insurance for the Policy is equal to: the amount at risk; times the cost of insurance rate per \$1,000 for that month divided by 1,000. The amount at risk is equal to:

- The Death Benefit on the first day of the policy month discounted at .3273745%, the monthly equivalent of 4% per year;  
LESS
- The Cash Value on the first day of the policy month after the Monthly Deduction has been processed.

**Cost of Insurance Rates**

The cost of insurance rates will be set by the Company each year on the policy anniversary, based on the expectations of the Company as to future experience. The rates are guaranteed for one year.

The Table of Guaranteed Maximum Cost of Insurance Rates per \$1,000 (see Section 2) shows the maximum guaranteed rate for each policy month which starts on the Policy Date or a policy anniversary. The rates between anniversaries vary monthly based on the assumption of uniform distribution of deaths throughout the policy year. The cost of insurance rates for each policy year for the initial Face Amount and for each increase in Face Amount are based on: the sex of the Insured; the underwriting class of the Insured; and the age of the Insured on the first day of the policy year.

**Monthly Deduction Adjustment At Death**

The portion of any Monthly Deduction made for a period beyond the date of death will be added to the policy proceeds unless this amount has already been included in the Death Benefit as described in (c) in Section 10. If the Insured dies during the grace period, an amount will be deducted from the policy proceeds to cover Monthly Deductions to the date of death.

**Grace Period**

Unless the Policy meets the Monthly Minimum Premium test, if the Net Cash Value on the first day of a policy month is not enough to cover the Monthly Deduction for that month, the Company will mail a premium notice to you and any assignee at the addresses on record with the Company. There is a grace period of 62 days from the date when the Monthly Deduction was due in which to pay the Amount Due. The Amount Due is the least of: a premium large enough to permit the Monthly Deduction to be made; and a premium large enough to meet the Monthly Minimum Premium Test. The insurance remains in force during the grace period. If the premium remains unpaid at the end of its 62-day grace period, the Policy will lapse without value. Any riders will also lapse without value unless otherwise stated in the rider.

**Monthly Minimum Premium**

The Company will do the following comparison on the first day of each policy month during the first five policy years unless: the Face Amount has been increased; or the Policy has been lapsed; or this Policy is the result of the exercising of a Change to a New Insured rider.

The Company will compare (a) to (b), where: (a) equals the total of the Monthly Minimum Premiums for the Policy from the Policy Date to that policy month; and (b) equals the total premiums paid to date less all partial surrenders and any Policy Loan Balance at that time. If (b) is greater than or equal to (a), the Policy will not be lapsed if the Net Cash Value on the first day of the policy month is not enough to cover the Monthly Deduction due for that month.

The Monthly Minimum Premium is shown in the Policy Schedule. (See Section 1.) This Premium will be recalculated when: the Face Amount is decreased; the amount provided by riders attached to this Policy is changed; a partial surrender is made which results in a decrease in Face Amount; or the underwriting class of this Policy and its riders is changed to a more favorable underwriting class.

### 13. Reinstatement After Lapse

#### **Reinstatement**

If the Policy lapses, the Policy and riders can be reinstated. (See Limitations on Reinstatement below.) Reinstatement is subject to:

- Written application to reinstate; and
- Proof that the Insured is insurable; and
- Payment of a premium large enough to keep the Policy and any riders in force for at least two months; and
- Payment or reinstatement of any Policy Loan Balance which existed on the date when the Policy lapsed.

#### **Limitations on Reinstatement**

The Policy and riders cannot be reinstated, except with the consent of the Company, if more than seven years have passed since the date of lapse.

Any rider which provides life or disability insurance on a person other than the Insured can be reinstated only as stated in the rider.

#### **Effective Date of Reinstatement**

Reinstatement will take effect: only if the application for reinstatement is approved by the Company; and only when the premium for reinstatement has been paid, provided that at the time of payment there has been no change in insurability as represented in the application for reinstatement.

#### **Surrender Charge At and After Reinstatement**

A Surrender Charge was applied when the Policy lapsed. If the Policy is later reinstated, the Surrender Charge will be credited to the Cash Value of the Policy. The Surrender Charge on the date of reinstatement will be the same as it was on the date of lapse. For the purpose of determining the Surrender Charge on any date after reinstatement, the period the Policy was lapsed will not count.

#### **Maximum Monthly Administrative Charge After Reinstatement**

For the purpose of determining the Maximum Monthly Administrative Charge on any date after reinstatement, the period the Policy was lapsed will not count.

### 14. Cash Value of the Policy

#### **Cash Value**

The first net premium will be credited to the Policy as of the latest of:

- The Policy Date;
- The date of the last Part II of the Application for the initial Face Amount; and
- The date the first premium is received by the Company.

Each future net premium will be credited to the Cash Value as of the date it is received by the Company.

The Cash Value of the Policy will depend on the net investment performance of the Money Market sub-account until the later of: 45 days after Part I of the Application for the initial Face Amount is signed; and 10 days after the Company mails the separate Notice of Withdrawal Right for the initial Face Amount. Thereafter, the Cash Value of the Policy is equal to: the Policy's share of the chosen sub-accounts; plus the Policy's portion of the Fixed Account; plus the amount of any assets transferred to the general account of the Company because of Policy Loans. (See Section 15.) The amount of the Cash Value depends on: the frequency and amount of net planned premiums; the frequency and amount of net unscheduled payments; investment performance of the chosen sub-accounts; interest credited to the Policy's portion of the Fixed Account; Monthly Deductions; all chosen Death Benefit Options; partial surrenders; increases and decreases in Face Amount; transfers among sub-accounts and the Fixed Account; and Policy Loans. The Cash Value can increase or decrease on a daily basis, depending on: the actual investment performance of the chosen sub-accounts; and the interest credited to the Policy's portion of the Fixed Account. (See Actual Investment Return below.)

The Cash Value of the Policy is not increased by the cash value of any rider, unless stated in the rider.

**Net Cash Value**

The Net Cash Value is equal to:

- The Cash Value of the Policy;  
LESS
- Any Policy Loan Balance;  
LESS
- The Surrender Charge that would apply upon surrender, whether or not there is a surrender. (See Section 3.)

**Surrender of the Policy**

You can surrender the Policy for its Net Cash Value at any time before the Maturity Date by notice to the Company in writing. Upon surrender, the Policy will be cancelled. The Net Cash Value will be paid to you in one sum, unless you choose in writing to apply all or part to a Payment Option. (See Payment of Benefits, Section 19.) If you surrender the Policy during the grace period, an amount will be deducted from the Net Cash Value to cover the Monthly Deduction to the date of surrender.

**Monthly Cost of Insurance Adjustment At Surrender or Partial Surrender**

The pro rata portion of any monthly cost of insurance deduction made for a period beyond the date of surrender or partial surrender (See Section 16) will be added to the surrender proceeds.

**Actual Investment Return**

The Policy has an Actual Investment Return for each Valuation Period for its share of each chosen sub-account and for its portion of the Fixed Account. The Policy's Actual Investment Return for each sub-account for each Valuation Period is equal to (a) minus (b); where:

(a) is equal to the Policy's share of the sub-account as of the end of the Valuation Period;

PLUS

the monthly charges deducted in the Valuation Period;

LESS

any net planned premium and net unscheduled payment credited during the Valuation Period;

PLUS

the total of the partial surrenders made during the Valuation Period;

PLUS

the interest credited during the Valuation Period to any borrowed portion of the Policy's Cash Value;

PLUS or LESS

a charge or credit for the Policy's share of any reserve for taxes which the Company determines to apply to the sub-account; and

- (b) is equal to the Policy's share of the sub-account as of the end of the most recent Valuation Period;

PLUS or LESS

a charge or credit for the Policy's share of any reserve for taxes which the Company determines to apply to the sub-account.

The Actual Investment Return for the Fixed Account for each Valuation Period is equal to (a) minus (b); where:

- (a) is equal to the Policy's portion of the Fixed Account as of the end of the Valuation Period;

PLUS

the monthly charges deducted in the Valuation Period;

LESS

any net planned premium and net unscheduled payment credited during the Valuation Period;

PLUS

the total of the partial surrenders made during the Valuation Period;

PLUS

the interest credited during the Valuation Period to any borrowed portion of the Policy's Cash Value; and

- (b) is equal to the Policy's portion of the Fixed Account as of the end of the most recent Valuation Period.

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## 15. Policy Loans

There is a daily charge for mortality risk and expense risk against the Policy's share of the sub-accounts. This charge will not be greater than: .001369863014% which is a rate equivalent to .50% per year divided by 365.

### Valuation Periods and Valuation Dates

A Valuation Period for each sub-account is a period:

- Which starts on a Valuation Date; and
- Which ends on the next succeeding Valuation Date.

Each day the New York Stock Exchange is open for trading is a Valuation Date.

### Policy Loans

After the Right to Return the Policy period you can borrow all or part of the Loan Value of the Policy by written request to the Company. Policy Loans are made on the sole security of the Policy. The amount you can borrow at any time is equal to the Loan Value less any Policy Loan Balance at that time.

Unless you request otherwise, Policy Loans will reduce *first*, the Policy's share of the sub-accounts proportionately and *second*, the Policy's portion of the Fixed Account, except as noted below in the Interest on Loans; Policy Loan Balance provision. Assets equal to the amount of the Loan:

- Will be transferred to the general account of the Company; and
- Will earn interest at the effective rate per year of not less than: the Policy Loan Interest Rate; less 1.5%

Policy Loans, whether or not repaid, can have a permanent effect on Cash Values and Death Benefits.

### Loan Value

The Loan Value of the Policy on the date the Loan is made is equal to:

- 90% of the Cash Value of the Policy projected to the next policy anniversary or, if earlier, to the next Planned Premium Date;  
LESS
- The Surrender Charge that would apply upon surrender (whether or not there will be a surrender) on the next Planned Premium Date or, if greater, on the date the loan is made;  
LESS
- Loan interest to the next loan interest due date.

The Cash Value will be projected with interest at the effective rate per year of 1.5% less than the Policy Loan Interest Rate.

## 16. Adjustment

### Interest on Loans; Policy Loan Balance

Interest will be charged on Policy Loans at the Policy Loan Interest Rate shown in Section 1. Interest accrues daily. The Policy Loan Balance at any time means Policy Loans outstanding plus interest accrued to date. Loan interest is due on the policy anniversary each year. Loan interest not paid when due will be added to the Loan and interest will be charged on it; when loan interest is added to the Loan, the Policy's share of the sub-accounts and the Policy's portion of the Fixed Account will be reduced proportionately.

### Repayment of Loans

Policy Loans can be repaid to the Company at any time in whole or in part. Loan repayments will be allocated: *first*, to repay the Loans made against the Fixed Account; and *second*, unless you request otherwise, to repay the Loans made against the sub-accounts in the same proportion as the Policy is invested in the sub-accounts.

The rate of interest for each loan repayment allocated to the Fixed Account will be the lesser of: the rate set by the Company in advance for the date the loan repayment is allocated to the Fixed Account; and the effective interest rate (see Fixed Account Interest) for the Policy on the date of the repayment.

A Policy Loan is a charge against the Policy. The proceeds of the Policy will be reduced by any Policy Loan Balance on the date of death of the Insured. If the Policy Loan Balance at any time exceeds the Cash Value of the Policy less the Surrender Charge on the next loan interest due date or, if greater, on the current Valuation Date (called "excess Policy Loan"), the Company will mail a notice to you and to any assignee. The notice will be mailed to the addresses on record with the Company. If the excess amount is not paid to the Company within 62 days after the mailing of the notice, the Policy will lapse without value.

Unless you request otherwise, any payment received by the Company when a Policy Loan exists on the Policy will be used: *first*, as a planned premium; *second*, as payment of the loan interest due; *third*, as a repayment of the Policy Loan; and *fourth*, as an unscheduled payment.

### Increase in Face Amount

After the first policy year, the Face Amount can be increased on the first day of any policy month. (See Limit on Adjustments below.) An increase in Face Amount is subject to:

- Written application to increase the Face Amount;
- Proof that the Insured is insurable;
- New insurance for the amount of the increase on the same plan at the age of the Insured on the Adjustment Date being allowed under the underwriting rules of the Company;
- The amount of the increase being at least \$25,000, except with the consent of the Company;
- A Monthly Deduction for the increase. (See Monthly Deduction, Section 12.); and
- A Face Amount Increase Administrative Charge not greater than the Maximum stated in Section 1, unless the increase is not medically underwritten, to be deducted from the Cash Value in the same proportion as the Cash Value of the Policy is in the sub-accounts and the Fixed Account.

There is a new Surrender Charge Period associated with an Increase in Face Amount. (See Section 3).

The amount of any rider which is attached to the Policy can be increased only as stated in the rider.

The Application to increase the Face Amount must be signed by the Insured and by you. An increase will be effective on the Adjustment Date shown in the new Policy Schedule.

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**Decrease in Face Amount**

The Face Amount may be decreased by written application to the Company; but only if the Face Amount which will remain after a decrease is at least \$100,000, except with the consent of the Company. No portion of the Cash Value will be paid to you. A Surrender Charge may apply to a decrease in Face Amount. (See Section 3.) Any Surrender Charge applied will be based on the amount of the decrease. Thereafter, any Surrender Charges will be proportional to the remaining Face Amount. Any decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis, except with the consent of the Company. The Cash Value after the decrease in Face Amount will be equal to: the Cash Value just prior to the decrease; less any Surrender Charge for the decrease. The Death Benefit will be recalculated based on the new Face Amount and the Cash Value after the decrease. A decrease in Face Amount will be effective on the Adjustment Date shown in the new Policy Schedule. A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy.

**Partial Surrender**

After the Right to Return the Policy Period, you can make a partial surrender by written request to the Company. A portion of the Cash Value will be paid to you. A Surrender Charge may apply if you make a partial surrender. (See Section 3.) Any Surrender Charge applied will be based on the amount of the decrease in Face Amount. (See below). Thereafter, any Surrender Charge will be proportional to the remaining Face Amount. In each policy year, partial surrenders will be limited, except with the consent of the Company, to: 20% of the Net Cash Value on the day the first partial surrender is made for the policy year; or, if less, the Loan Value minus any Policy Loan Balance. The amount of the partial surrender will be deducted from the Cash Value. The Death Benefit of the Policy will be based on the Face Amount after the partial surrender and the reduced Cash Value. The Face Amount of the Policy will be reduced, if necessary, so the amount at risk after the partial surrender is not greater than the amount at risk before the partial surrender. (See Cost of Insurance, Section 12). Any decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis, except with the consent of the Company. The Face Amount which will remain after the partial surrender must be at least \$100,000, except with the consent of the Company. A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy.

Unless you request otherwise, a partial surrender will reduce: *first*, the Policy's portion of the sub-accounts proportionately; and *second*, the Policy's portion of the Fixed Account.

## 17. 24 Months Conversion Right

### Limit on Adjustments

On an Adjustment Date you can have only one increase in Face Amount. Therefore, if this Policy includes a Level Term Insurance Rider and you request both an exchange of term insurance for an increase in Face Amount and an additional increase in Face Amount for this Policy:

- If the two increases will be on the same underwriting class, the two requests will be combined and processed as one adjustment; otherwise
- The additional increase in Face Amount will be processed first and the exchange of term insurance will be processed one month later.

### Adjustment of the Policy

The Policy Schedule and Sections 2 through 5, must be changed to reflect an increase or a decrease in the Face Amount. The Policy Schedule must be changed also to reflect a change in the Death Benefit Option. The changed Policy Schedule and the changed Sections 2 through 5, if any, and the Application for the adjustment will be made part of the Policy by adjusting the Policy. The Company can, at its option, adjust the Policy:

- By sending you a new Policy Schedule, and new Sections 2 through 5, if any, and a copy of the Application for the adjustment for you to attach to the Policy; or
- By requiring that the Policy be returned to have the new Policy Schedule and new Sections 2 through 5, if any, and a copy of the Application for the adjustment attached to the Policy by the Company; or
- By sending you an adjusted policy to take the place of this Policy.

Upon adjustment the Policy will be in force only as adjusted.

### 24 Months Conversion Right

The 24 Months Conversion Right allows you to convert all or a portion of this Policy, subject to the terms of this Section, to fixed benefit coverage: by transferring value to the Fixed Account; and by allocating future premiums and future net unscheduled payments to the Fixed Account.

A request to exercise the 24 Months Conversion Right must be in written form satisfactory to the Company. The 24 Months Conversion Right can be exercised:

- Once within 24 months after the Date of Issue of the Policy;
- Once within 24 months after the Adjustment Date of an increase in Face Amount; and

Even if the Company is restricting new amounts applied to the Fixed Account. (See Restriction of New Amounts Applied to the Fixed Account provision of Section 9.)

If the Company is not restricting amounts applied to the Fixed Account: you can transfer to the Fixed Account all or part of the Policy's Cash Value in the sub-accounts; and you can allocate all or part of future net premiums and net unscheduled payments to the Fixed Account. However, at any time in the future if the Company is restricting new amounts applied to the Fixed Account, the Company reserves the right to limit the allocation of future net premiums and net unscheduled payments to the Fixed Account to the Policy's lowest Fixed Account allocation percentage since the most recent date when this Right was exercised. The Policy's share of the sub-accounts will be reduced proportionately when Cash Value is transferred under this Right.

If the Company is restricting amounts applied to the Fixed Account: you can transfer to the Fixed Account the portion of the Policy's Cash Value in the sub-accounts which is attributable to the coverage for which this Right is being exercised; and you can allocate future net premiums and net unscheduled payments to the Fixed Account based on the Company's published rules. The Policy's share of the sub-accounts will be reduced proportionately when Cash Value is transferred under this Right.

Transfers to the Fixed Account resulting from the exercise of the 24 Months Conversion Right are not counted in the limit of 4. (See Transfer Option provision of Section 8.)



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## 18. Owner and Beneficiary

### **Owner**

The Owner of the Policy is named in the Application (see copy attached); but, the Owner can be changed. The new Owner will succeed to all rights of the Owner, including the right to make a further change of Owner. At the death of the Owner, his or her estate will be the Owner, unless a successor Owner has been named. In this Policy "you" means the Owner, whether the Owner is a person, a partnership, a corporation, a fiduciary or any other legal entity. The rights of the Owner will end at the death of the Insured, except for Payment of Benefits. (See Section 19.)

### **Beneficiary**

The Beneficiary is named in the Application (see copy attached); but, the Beneficiary can be changed before the death of the Insured. The Beneficiary can be a person, a corporation, a partnership, a fiduciary or any other legal entity. A person must survive the Insured to qualify as Beneficiary. If none survives, the proceeds will be paid to the Owner.

### **Change of Owner or Beneficiary**

A change of Owner or Beneficiary must be in written form satisfactory to the Company, and must be dated and signed by the Owner who is making the change. The change will be subject to all payments made and actions taken by the Company under the Policy before the signed change form is received by the Company at its Home Office.

### **Assignments**

An absolute assignment of the Policy by the Owner is a change of Owner and Beneficiary to the assignee. A collateral assignment of the Policy by the Owner is not a change of Owner or Beneficiary; but their rights will be subject to the terms of the assignment. Assignments will be subject to all payments made and actions taken by the Company before a signed copy of the assignment form is received by the Company at its Home Office. The Company will not be responsible for determining whether or not an assignment is valid.

### **Designation of Owner and Beneficiary**

A numbered sequence can be used to name successive Owners or Beneficiaries. Co-Beneficiaries will receive equal shares unless otherwise stated.

In naming Owners or Beneficiaries, unless otherwise stated:

- "Child" includes an adopted or posthumous child;
- "Provision for issue" means that if a Beneficiary does not survive the Insured, the share of that Beneficiary will be taken by his or her living issue by right of representation; and
- A family relation such as "wife", "husband" or "child" means the relation to the Insured.

At the time for payment of benefits the Company can rely on an affidavit of any Owner or other responsible person to determine family relations or members of a class.

## 19. Payment of Benefits

### Payment

The policy proceeds will be paid in one sum, unless all or part of the proceeds is applied to a Payment Option. (See Section 20.) The Company will pay interest on the death and maturity proceeds from the date the proceeds become payable to the date of payment in one sum, or to the Option Date. The rate of interest will be set each year by the Company. The rate will not be less than: that required by law; or 3 1/2% per year. The interest payable on surrender proceeds is described in Section 7.

### Selection of Payment Options; Option Date

The selection of a Payment Option and the naming of the Payee must be in written form satisfactory to the Company. You can make or change or revoke the selection before death of the Insured. The Option Date is the effective date of the Payment Option, as stated in the selection form.

### Payee

The Payee is a person, a corporation, a partnership, a fiduciary or any other legal entity entitled to receive payment in one sum or under a Payment Option.

### Selection by Payees

Any proceeds payable in one sum at the death of the Insured, or upon surrender or maturity of the Policy, can be applied to any Payment Option chosen by the Payee. Further, with the consent of the Company, any Payee who is entitled to receive proceeds in one sum when a Payment Option ends, or at the death of a prior Payee, or when proceeds are withdrawn, can choose to apply the proceeds to a Payment Option.

### Rights of Payees

In the selection of a Payment Option the right can be given to the Payee:

- To withdraw principal and interest under the Fourth or Fifth Option; or
- To withdraw the commuted value of payments certain under the First, Second, or Sixth Option.

Under the Life Income Options only payments certain can be commuted. No Payee can assign, commute or withdraw the payments under any Payment Option, unless the right is reserved in the selection of the Option.

### Limitations

If instalments under an Option would be less than \$20, proceeds can be applied to a Payment Option only with the consent of the Company.

### Life Income Options

Guaranteed Life Income Options are based on the age of the Payee on the Payee's birthday nearest the Option Date. The Company will require proof of age. The Life Income payments will be based: on the rates shown in the Life Income Tables (Section 21); or, if they are greater, on the Payment Option rates of the Company on the Option Date. If the rates at a given age are the same for different periods certain, the longest period certain will be used.

### Purchase of Increased Payment Option Benefits

On the Option Date, a one sum purchase payment can be made to the Company to be added to the proceeds being applied to any Payment Option. The portion of Life Income payments purchased in this way will be based on the Payment Option rates of the Company on the Option Date, which may not be the rates shown in the Life Income Tables (Section 21). The purchase payment will be limited to the Company's published maximum for single premium immediate annuities on the Option Date. A portion of the purchase payment may be used by the Company to pay premium taxes on the purchase payment.

### Death of Payee

If a Payee under a Life Income Option dies within 30 days after the Option Date, the amount applied to the Option, less any payments made, will be paid in one sum, unless a Payment Option is chosen by the successor Payee. Otherwise, amounts to be paid after the death of a Payee under a Payment Option will be paid as due to the successor Payee. If there is no successor Payee, amounts to be paid in one sum, or the commuted value of any unpaid payments certain, will be paid in one sum to the estate of the last Payee to die.

## 20. Payment Options

### Commutation Rate

The interest rate used to compute the commuted value of any unpaid payments certain:

- Under the First Option will be 3 1/2% per year; and
- Under the Life Income Options will be the rate used by the Company in computing the amount of the monthly payments.

### Payment Options

All or part of the policy proceeds can be applied to any one of the following Options, subject to Section 19, Payment of Benefits:

#### First Option: Income for a Specified Number of Years

The Company will make monthly payments which will include both principal and interest. Payments will start on the Option Date and will continue for the number of years chosen. The number of years chosen cannot be more than 30. Interest is at the rate of 3 1/2% per year compounded yearly. Additional interest paid by the Company for any year will be added to the monthly payments for that year.

Guaranteed monthly payments per \$1,000 of proceeds applied to the First Option are shown below:

Number of Years		Number of Years		Number of Years	
1	\$84.65	11	\$9.09	21	\$5.56
2	43.05	12	8.46	22	5.39
3	29.19	13	7.94	23	5.24
4	22.27	14	7.49	24	5.09
5	18.12	15	7.10	25	4.96
6	15.35	16	6.76	26	4.84
7	13.38	17	6.47	27	4.73
8	11.90	18	6.20	28	4.63
9	10.75	19	5.97	29	4.53
10	9.83	20	5.75	30	4.45

#### Second Option: Life Income

The Company will make equal monthly payments. Payments will start on the Option Date and will continue:

- During the life of the Payee, with no further payment after the death of the Payee, called "Life Income, No Refund"; or
- During the life of the Payee, but for at least 10 years, called "Life Income, 10 Years Certain"; or
- During the life of the Payee, but for at least 20 years, called "Life Income, 20 Years Certain".

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**Third Option: Life Income with Refund**

The Company will make equal monthly payments. Payments will start on the Option Date and will continue during the life of the Payee. At the death of the Payee, if the total payments made are less than the total proceeds applied to the Option, then:

- The difference will be paid in one sum, called "Life Income, Cash Refund"; or
- The equal monthly payments will continue until the total payments are equal to the total proceeds applied to the Option, called "Life Income, Instalment Refund".

**Fourth Option: Interest**

The Company will hold the proceeds at interest during the life of the Payee or for any other period agreed to by the Company. Interest on the proceeds:

- Will be paid each month to the Payee starting one month after the Option Date; or
- Will be added to the principal amount each year and will earn interest.

At the death of the Payee, or at the end of the period agreed to, the balance of principal and any accrued interest will be paid in one sum. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year.

**Fifth Option: Specified Amount of Income**

The Company will make monthly payments which will include both principal and interest. Payments will be in the amount chosen. Payments can be quarterly or at any other frequency chosen, and payments can be for different amounts, all subject to the consent of the Company. Payments will start on the Option Date and will continue until the balance is fully paid out. At the death of the Payee any unpaid balance and accrued interest will be paid in one sum. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year. Interest will be added each year to the principal and will earn interest.

**Sixth Option: Life Income for Two Lives**

The Company will make monthly payments. Payments will start on the Option Date and will continue:

- While either of two Payees is living, called "Joint and Survivor Life Income"; or
- While either of two Payees is living, but for at least 10 years, called "Joint and Survivor Life Income, 10 Years Certain"; or
- While two Payees are living, and after the death of one Payee, two-thirds of the monthly amount while the other Payee is living, called "Joint and 2/3 to Survivor Life Income".

## 21. Life Income Tables

### Life Income Tables

Guaranteed monthly payments per \$1,000 of amounts applied to the Life Income Options are shown below:

#### Second and Third Options: Life Income

Age of Payee	No Refund	10 Years Certain	20 Years Certain	Cash Refund	Instalment Refund
*15	\$3.19	\$3.19	\$3.19	\$3.19	\$3.19
16	3.21	3.20	3.20	3.19	3.20
17	3.22	3.22	3.21	3.21	3.21
18	3.23	3.23	3.23	3.22	3.22
19	3.25	3.24	3.24	3.23	3.24
20	3.26	3.26	3.25	3.25	3.25
21	3.27	3.27	3.27	3.26	3.26
22	3.29	3.29	3.28	3.28	3.28
23	3.31	3.30	3.30	3.29	3.29
24	3.32	3.32	3.31	3.31	3.31
25	3.34	3.34	3.33	3.32	3.33
26	3.36	3.36	3.35	3.34	3.35
27	3.38	3.37	3.37	3.36	3.36
28	3.40	3.39	3.39	3.38	3.38
29	3.42	3.41	3.41	3.40	3.40
30	3.44	3.44	3.43	3.42	3.42
31	3.46	3.46	3.45	3.44	3.44
32	3.49	3.48	3.47	3.46	3.47
33	3.51	3.51	3.50	3.49	3.49
34	3.54	3.53	3.52	3.51	3.52
35	3.56	3.56	3.55	3.54	3.54
36	3.59	3.59	3.58	3.56	3.57
37	3.62	3.62	3.60	3.59	3.60
38	3.66	3.65	3.63	3.62	3.63
39	3.69	3.69	3.67	3.65	3.66
40	3.73	3.72	3.70	3.68	3.69
41	3.76	3.76	3.73	3.71	3.72
42	3.80	3.79	3.77	3.75	3.76
43	3.84	3.84	3.80	3.78	3.79
44	3.89	3.88	3.84	3.82	3.83
45	3.93	3.92	3.88	3.86	3.87
46	3.98	3.97	3.92	3.90	3.91
47	4.03	4.02	3.97	3.94	3.96
48	4.08	4.07	4.01	3.99	4.00
49	4.14	4.12	4.06	4.03	4.05
50	4.20	4.18	4.11	4.08	4.10
51	4.26	4.23	4.16	4.13	4.15
52	4.32	4.30	4.21	4.19	4.21
53	4.39	4.36	4.26	4.24	4.27
54	4.46	4.43	4.32	4.30	4.33
55	4.54	4.50	4.37	4.36	4.39
56	4.62	4.58	4.43	4.43	4.46
57	4.70	4.65	4.49	4.49	4.53
58	4.79	4.74	4.56	4.57	4.60
59	4.89	4.83	4.62	4.64	4.68
60	4.99	4.92	4.68	4.72	4.76
61	5.10	5.02	4.75	4.80	4.85
62	5.22	5.12	4.82	4.89	4.94
63	5.34	5.23	4.88	4.98	5.03
64	5.47	5.35	4.95	5.07	5.13
65	5.61	5.47	5.02	5.17	5.24
66	5.76	5.60	5.08	5.28	5.35
67	5.92	5.73	5.15	5.39	5.47
68	6.10	5.87	5.21	5.51	5.59
69	6.28	6.02	5.27	5.63	5.72

Age of Payee	10 Years		20 Years		Cash Refund	Instalment Refund
	No Refund	Certain	Certain	Certain		
70	\$6.48	\$6.17	\$5.33	\$5.76	\$5.86	\$5.86
71	6.70	6.33	5.38	5.89	6.00	6.00
72	6.92	6.49	5.43	6.04	6.16	6.16
73	7.17	6.66	5.48	6.19	6.32	6.32
74	7.43	6.84	5.52	6.34	6.49	6.49
75	7.71	7.02	5.56	6.52	6.67	6.67
76	8.02	7.20	5.60	6.69	6.86	6.86
77	8.34	7.38	5.63	6.87	7.06	7.06
78	8.69	7.56	5.66	7.07	7.27	7.27
79	9.07	7.75	5.68	7.27	7.50	7.50
80	9.47	7.93	5.70	7.49	7.74	7.74
81	9.90	8.11	5.71	7.73	7.99	7.99
82	10.36	8.28	5.73	7.96	8.25	8.25
83	10.86	8.45	5.73	8.21	8.53	8.53
84	11.39	8.62	5.74	8.50	8.83	8.83
**85	11.96	8.77	5.75	8.78	9.14	9.14

\* and under \*\*and over

#### Sixth Option: Life Income for Two Lives

Age of One Payee	Age of Other Payee				
	55	60	65	70	75
Joint and Survivor					
55	\$4.04	\$4.17	\$4.28	\$4.37	\$4.43
60	4.17	4.36	4.53	4.68	4.79
65	4.28	4.53	4.79	5.02	5.22
70	4.37	4.68	5.02	5.38	5.71
75	4.43	4.79	5.22	5.71	6.22
80	4.47	4.87	5.37	5.98	6.68
Joint and Survivor, 10 Years Certain					
55	\$3.96	\$4.09	\$4.20	\$4.36	\$4.42
60	4.09	4.27	4.44	4.59	4.77
65	4.20	4.44	4.69	4.91	5.09
70	4.36	4.59	4.91	5.22	5.50
75	4.42	4.77	5.09	5.50	5.88
80	4.46	4.85	5.33	5.72	6.21
Joint and 2/3 to Survivor					
55	\$4.37	\$4.56	\$4.76	\$4.99	\$5.23
60	4.56	4.78	5.02	5.30	5.59
65	4.76	5.02	5.33	5.67	6.03
70	4.99	5.30	5.67	6.10	6.57
75	5.23	5.59	6.03	6.57	7.18
80	5.48	5.89	6.41	7.06	7.84

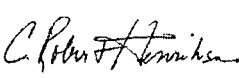
Payments for other ages will be quoted by the Company on request.

The rates shown above are based on an interest rate of 3 1/2% per year; and on mortality: using a 60/40 male/female weighting based on the Individual Annuitant Mortality Table for 1983; and with projection on Scale G to the year 2000 and then on Scale B Modified to year 2010.

Endorsement

As of the Date of Issue of this Policy, the Suicide Within Two Years provision for this Policy and any riders is modified such that the Company will determine the proceeds using the greater of: the reserve of the insurance which is subject to the provision; and the amounts used to purchase the insurance which is subject to the provision.

**New England Life Insurance Company**  
Home Office:  
501 Boylston Street, Boston, Massachusetts

  
President

  
Secretary

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## Endorsement

### Modification of Payment of Benefits Section

As of the Date of Issue of this Policy, in the Commutation Rate provision of the Payment of Benefits Section, the following change is made:

The reference to a rate of interest of 3 1/2% is changed to refer to a rate of interest of 3%.

### Modification of Payment Options Section

As of the Date of Issue of this Policy, in the Payment Options Section, the following change is made:

All references to a rate of interest of 3 1/2% are changed to refer to a rate of interest of 3%.

### Modification of Payment Options Section

As of the Date of Issue of this Policy, the following table is substituted for the table in the First Option: Income for a Specified Number of Years provision.

Guaranteed monthly payments per \$1,000 of amounts applied to the First Option are shown below:

Number of Years	Number of Years	Number of Years	Number of Years	Number of Years	Number of Years
1	\$84.47	11	\$8.86	21	\$5.32
2	42.86	12	8.24	22	5.15
3	28.99	13	7.71	23	4.99
4	22.06	14	7.26	24	4.84
5	17.91	15	6.87	25	4.71
6	15.14	16	6.53	26	4.59
7	13.16	17	6.23	27	4.47
8	11.68	18	5.96	28	4.37
9	10.53	19	5.73	29	4.279
10	9.61	20	5.51	30	4.18

### Modification of Life Income Tables Section

As of the Date of Issue of this Policy, the following section is substituted for the Life Income Tables section:

#### Life Income Tables

Guaranteed monthly payments per \$1,000 of amounts applied to the Life Income Options are shown below:

#### Second and Third Options: Life Income

Age of Payee	10		20		Cash		Instalment	
	No Refund	Years Certain	Years Certain	Years Certain	Refund	Refund	Refund	Refund
*15	2.83	2.82	2.82	2.82	2.82	2.82	2.82	2.82
16	2.84	2.34	2.83	2.83	2.83	2.83	2.83	2.83
17	2.85	2.85	2.85	2.85	2.84	2.84	2.84	2.84
18	2.86	2.86	2.86	2.86	2.85	2.85	2.85	2.85
19	2.88	2.88	2.87	2.87	2.87	2.87	2.87	2.87
20	2.89	2.89	2.89	2.89	2.88	2.88	2.88	2.88
21	2.91	2.90	2.90	2.90	2.89	2.89	2.89	2.89
22	2.92	2.92	2.92	2.92	2.91	2.91	2.91	2.91
23	2.94	2.94	2.93	2.93	2.92	2.92	2.92	2.92
24	2.95	2.95	2.95	2.95	2.94	2.94	2.94	2.94
25	2.97	2.97	2.96	2.96	2.96	2.96	2.96	2.96
26	2.99	2.99	2.98	2.98	2.97	2.97	2.97	2.97
27	3.01	3.00	3.00	3.00	2.99	2.99	2.99	2.99
28	3.03	3.02	3.02	3.02	3.01	3.01	3.01	3.01
29	3.04	3.04	3.04	3.04	3.03	3.03	3.03	3.03
30	3.07	3.06	3.06	3.06	3.05	3.05	3.05	3.05
31	3.09	3.09	3.08	3.08	3.07	3.07	3.07	3.07
32	3.11	3.11	3.10	3.10	3.09	3.09	3.09	3.09
33	3.13	3.13	3.13	3.13	3.11	3.11	3.11	3.11
34	3.16	3.16	3.15	3.15	3.14	3.14	3.14	3.14
35	3.18	3.18	3.18	3.18	3.16	3.16	3.16	3.16
36	3.21	3.21	3.20	3.20	3.19	3.19	3.19	3.19
37	3.24	3.24	3.23	3.23	3.21	3.21	3.21	3.21
38	3.27	3.27	3.26	3.26	3.24	3.24	3.24	3.24
39	3.30	3.30	3.29	3.29	3.27	3.27	3.27	3.27
40	3.33	3.33	3.32	3.32	3.30	3.30	3.30	3.30
41	3.37	3.36	3.35	3.35	3.33	3.33	3.33	3.33
42	3.40	3.40	3.38	3.38	3.36	3.36	3.36	3.36
43	3.44	3.44	3.42	3.42	3.39	3.39	3.39	3.39
44	3.48	3.48	3.45	3.45	3.43	3.43	3.43	3.43
45	3.52	3.52	3.49	3.49	3.47	3.47	3.47	3.47
46	3.57	3.56	3.53	3.53	3.50	3.50	3.50	3.50
47	3.61	3.60	3.57	3.57	3.54	3.54	3.54	3.54
48	3.66	3.65	3.62	3.62	3.58	3.58	3.58	3.58
49	3.71	3.70	3.66	3.66	3.63	3.63	3.63	3.63
50	3.76	3.75	3.71	3.71	3.67	3.67	3.67	3.67
51	3.82	3.80	3.75	3.75	3.72	3.72	3.72	3.72
52	3.88	3.86	3.81	3.81	3.77	3.77	3.77	3.77
53	3.94	3.92	3.86	3.86	3.82	3.82	3.82	3.82
54	4.00	3.98	3.91	3.91	3.88	3.88	3.88	3.88

**Second and Third Options: Life Income**

Age of Payee	No Refund	10 Years		Cash Refund	Instalment Refund
		Certain	Certain		
55	4.07	4.05	3.97	3.93	3.95
56	4.14	4.12	4.03	3.99	4.02
57	4.22	4.19	4.09	4.06	4.08
58	4.30	4.27	4.15	4.12	4.15
59	4.39	4.35	4.21	4.19	4.22
60	4.48	4.44	4.28	4.26	4.29
61	4.58	4.53	4.35	4.34	4.37
62	4.68	4.63	4.41	4.42	4.45
63	4.79	4.73	4.48	4.50	4.54
64	4.91	4.84	4.55	4.58	4.63
65	5.04	4.95	4.62	4.68	4.73
66	5.17	5.07	4.69	4.77	4.83
67	5.32	5.20	4.76	4.87	4.93
68	5.48	5.33	4.83	4.98	5.04
69	5.64	5.47	4.89	5.09	5.16
70	5.82	5.62	4.96	5.20	5.28
71	6.01	5.77	5.02	5.32	5.41
72	6.22	5.92	5.08	5.45	5.55
73	6.44	6.09	5.13	5.59	5.69
74	6.67	6.26	5.18	5.72	5.84
75	6.92	6.43	5.23	5.87	6.00
76	7.19	6.61	5.27	6.02	6.17
77	7.48	6.79	5.31	6.18	6.34
78	7.79	6.97	5.34	6.35	6.53
79	8.12	7.15	5.37	6.53	6.72
80	8.48	7.34	5.40	6.71	6.93
81	8.85	7.52	5.42	6.90	7.14
82	9.25	7.69	5.44	7.11	7.36
83	9.67	7.87	5.46	7.31	7.59
84	10.13	8.04	5.47	7.53	7.84
**85	10.62	8.20	5.48	7.78	8.09

\* and under \*\* and over

**Sixth Option: Life Income for Two Lives**

Age of One Payee (Female)	Age of Other Payee (Male)				
	55	60	65	70	75
<b>Joint and Survivor</b>					
55	\$3.63	\$3.75	\$3.85	\$3.93	\$3.98
60	3.75	3.92	4.08	4.21	4.31
65	3.85	4.08	4.31	4.52	4.69
70	3.93	4.21	4.52	4.83	5.12
75	3.98	4.31	4.69	5.12	5.57
80	4.02	4.38	4.82	5.36	5.97
<b>Joint and Survivor, 10 Years Certain</b>					
55	\$3.63	\$3.75	\$3.85	\$3.93	\$3.98
60	3.75	3.92	4.08	4.20	4.30
65	3.85	4.08	4.30	4.51	4.68
70	3.93	4.20	4.51	4.82	5.10
75	3.98	4.30	4.68	5.10	5.51
80	4.01	4.37	4.80	5.32	5.87
<b>Joint and 2/3 to Survivor</b>					
55	\$3.91	\$4.08	\$4.26	\$4.46	\$4.68
60	4.08	4.28	4.50	4.74	5.00
65	4.26	4.50	4.77	5.07	5.40
70	4.46	4.74	5.07	5.45	5.87
75	4.68	5.00	5.40	5.87	6.40
80	4.90	5.27	5.73	6.30	6.98

Payments for other ages will be quoted by the Company on request.

The rates shown above are based on an interest rate of 3% per year; and on mortality; using a 50/50 male/female weighting; based on the Individual Annuitant Mortality Table for 1983; and with projection on Scale G to the year 2000 and then on Scale B Modified to year 2035.

**New England Life Insurance Company**  
501 Boylston Street, Boston, Massachusetts

*C. Philip Anderson*

President

*[Signature]*

Secretary



---

## Endorsement

As of the Date of Issue, the following is added to the Policy.

### Extended Maturity

The Company agrees to defer the Maturity Date of the Policy to which this Endorsement is attached to the date death proceeds become payable, if that date occurs after the Maturity Date shown in Section 1.

### Death Benefit

If the age of the Insured on the Date of Issue is 80 or younger, the Death Benefit after the original Maturity Date will be equal to the greater of:

- The Cash Value on the date the death proceeds become payable; and
- The lesser of: the Face Amount of the Policy as of the original Maturity Date; and the Face Amount of the Policy on the policy anniversary on which the Insured is age 80.

If the age of the Insured on the Date of Issue is 81 or older, the Death Benefit after the original Maturity Date will be equal to the Cash Value on the date the death proceeds become payable.

### Cash Value

The Cash Value of the Policy after the original Maturity Date will be calculated as described in the Cash Value of the Policy Section, except that the Monthly Deductions will be equal to zero.

### Riders

All riders attached to the Policy, which are in effect on the original Maturity Date, will terminate on that Date.

### Surrender of the Policy

You can surrender the Policy for its Net Cash Value at any time.

### Premiums

Premiums and unscheduled payments cannot be made after the original Maturity Date, unless the Company sends you a premium notice as provided for in the Grace Period provision.

**New England Life Insurance Company**  
501 Boylston Street, Boston, Massachusetts



President



Secretary

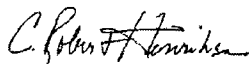
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## Endorsement

As of the Date of Issue, each Policy or Rider provision that contains any differences based on sex is modified to provide for males and females the same:

- Rates;
- Benefits; or
- Values.

**New England Life Insurance Company**  
Home Office:  
501 Boylston Street, Boston, Massachusetts



President



Secretary

**PART I**

Check the appropriate company.

Office Use Only: 04151279 1

**Application for Individual and Multi-Life Life Insurance**

- Metropolitan Life Insurance Company  
200 Park Avenue, New York, NY 10166
  - MetLife Investors Insurance Company  
13045 Tesson Ferry Road, St. Louis, MO 63128
  - New England Life Insurance Company  
501 Boylston Street, Boston, MA 02116-3700
  - General American Life Insurance Company  
13045 Tesson Ferry Road, St. Louis, MO 63128
  - MetLife Investors USA Insurance Company  
222 Delaware Avenue, Suite 900, PO Box 25130, Wilmington, DE 19899
- The Company indicated above is referred to as "the Company".

**SECTION 1  
Proposed Insured(s)**

\*If less than 3 years, add prior residence address in Additional Information Section, Page 13.

**NOTE:**  
P.O. Box numbers **CANNOT** be accepted for street addresses.

If address is same as Proposed Insured #1, write "SAME".

**ADDITIONAL INSUREDS:**  
See Supplemental Forms Package.

**1. PROPOSED INSURED #1**

Name Daria L. Moore  
 Street 12009 Taliesin Place Unit 33  
 City Reston State VA Zip 20190  
 Years at this address\* 3 SSN/Tax ID 222-46-5346  
 Home Phone Number (703) 489-3443 Best time to call: FROM 7pm  
 Work Phone Number (800) 433-1200  Daytime  Evening TO 9pm  
 Cell Phone Number (703) 304-7115 Best number to call:  Home  Work  Cell  
 Driver's License Number 2224653 State VA  
 License Issue Date 1/14/03 License Expiration Date 2/28/07  
 Marital Status  Single  Married  Separated  Divorced  Widowed  
 Date of Birth 2-22-1977 State/Country of Birth \_\_\_\_\_  
 Sex  Male  Female Net Worth \$ 4,000,000  
 Annual Earned Income \$ 55,000 Annual Unearned Income \$ \_\_\_\_\_  
 Employer's Name National Confectioners Assoc  
 Street 8320 Old Court House Rd Suite 300  
 City Vienna State VA Zip 22182  
 Position/Title/Duties Exhibits Mgr. Length of Employment 3

**2. PROPOSED INSURED #2**

Life 2, Spouse, Designated Life, Person to be covered under Applicant's Waiver of Premium Benefit

Relationship to Proposed Insured #1 \_\_\_\_\_  
 Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Years at this address\* \_\_\_\_\_ SSN/Tax ID \_\_\_\_\_  
 Home Phone Number (\_\_\_\_) \_\_\_\_\_ Best time to call:  
 Work Phone Number (\_\_\_\_) \_\_\_\_\_  Daytime  Evening  
 Cell Phone Number (\_\_\_\_) \_\_\_\_\_ Best number to call:  Home  Work  Cell  
 Driver's License Number \_\_\_\_\_ State \_\_\_\_\_  
 Issue Date \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Marital Status  Single  Married  Separated  Divorced  Widowed  
 Date of Birth \_\_\_\_\_ State/Country of Birth \_\_\_\_\_  
 Sex  Male  Female Net Worth \$ \_\_\_\_\_  
 Annual Earned Income \$ \_\_\_\_\_ Annual Unearned Income \$ \_\_\_\_\_  
 Employer's Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Position/Title/Duties \_\_\_\_\_ Length of Employment \_\_\_\_\_



2

If more space is needed, please use the Additional Information Section, Page 13.

**SECTION 1  
Proposed Insured(s)**  
*(continued)*

**3. DEPENDENT SPOUSE or MINOR**

**A.** Are any persons to be insured a dependent spouse?  YES  NO

**IF YES**, please provide:  
Amount of **existing** insurance on spouse of Proposed Insured \$ \_\_\_\_\_  
Amount of insurance **applied for** on spouse of Proposed Insured \$ \_\_\_\_\_

**B. 1.** Are any persons to be insured a dependent minor?  YES  NO

**IF YES**, please provide:  
Amount of **existing** insurance on father/guardian \$ \_\_\_\_\_  
Amount of insurance **applied for** on father/guardian \$ \_\_\_\_\_  
Amount of **existing** insurance on mother/guardian \$ \_\_\_\_\_  
Amount of insurance **applied for** on mother/guardian \$ \_\_\_\_\_

**2.** Are all siblings of this dependent minor equally insured?  YES  NO

**IF NO**, please provide details:

**SECTION 2  
Existing or Applied For Insurance**

**IF YES**

Some states require the completion of an additional form. See instructions on the cover of the Replacement Forms Package.

Applicable replacement and 1035 exchange forms can be found in Replacement Forms Package.

**1. EXISTING or APPLIED FOR INSURANCE**

**A.** Do any of the Proposed Insureds or Owners have any existing or applied for life insurance (L) or annuity (A) contracts with this or any other company?

Proposed Insured  YES  NO  
Owner  YES  NO

**IF YES**, provide details on Proposed Insured only:

Proposed Insured (#1, #2, other)	Company	Type (L, A)	Amount of Insurance	Year of Issue	Accidental Death Amount	Existing or Applied for
owner	NEF	L	\$,000,000			<input type="checkbox"/> E <input checked="" type="checkbox"/> A
owner	NEF	L	\$,000,000			<input type="checkbox"/> E <input checked="" type="checkbox"/> A
						<input type="checkbox"/> E <input type="checkbox"/> A
						<input type="checkbox"/> E <input type="checkbox"/> A
						<input type="checkbox"/> E <input type="checkbox"/> A

**B.** Do any of the Proposed Insureds have any application for disability insurance (D) or critical illness insurance (C) or long term care insurance (LTC) applied for or planned with **THIS** Company or its affiliates?  YES  NO

**IF YES**, provide: Proposed Insured(#1, #2, other) \_\_\_\_\_ Type (D,C,LTC) \_\_\_\_\_

**2. REPLACEMENT**

**A.** In connection with this application, has there been, or will there be with this or any other company any: surrender transaction; loan; withdrawal; lapse; reduction or redirection of premium/consideration; or change transaction (except conversions) involving an annuity or other life insurance?  YES  NO

**IF YES**, complete Replacement Questionnaire and Disclosure **AND** any other state required replacement forms.

**B.** Is this an exchange under Internal Revenue code section 1035?  YES  NO

**IF YES**, complete the 1035 Exchange Authorization for each affected policy.



If more space is needed, please use the Additional Information Section, Page 13. **3**

**SECTION 3  
Owner**

**If U.S. Driver's License already provided, no further information is required.**

**NOTE:**  
P.O. Box numbers **CANNOT** be accepted for street addresses.

**IF CUSTODIAN**  
is acting on behalf of a minor under UTMA/UGMA, please complete Additional Owner Form in Supplemental Forms package.

**IF TRUST**  
Complete Trust Certification form in Supplemental Forms Package.

**IF BUSINESS**  
Complete Business Supplement form in Supplemental Forms Package.

**IDENTITY of PRIMARY OWNER (Check one.)**

- Proposed Insured #1 **Complete Question 1 ONLY.**
- Proposed Insured #2 **Complete Question 1 ONLY.**
- Other Person **Complete Questions 1 and 2.**
- Entity **Complete Question 3 ONLY.**

**1. OWNER IDENTIFICATION**

U.S. Driver's License already provided on page 1 (Proposed Insured)  
 U.S. Driver's License  Green Card  Passport  Other \_\_\_\_\_  
 Issuer of ID DE ID Issue Date 2-3-04  
 ID Reference Number 981585 ID Expiration Date 3-9-09

**2. OWNER other than PROPOSED INSURED(S)**

Name Danae Kelli Banning  
 Street 32 Celestial Way  
 City Newark State DE Zip 19711  
 Phone Number (302) 893-4248  
 Citizenship USA Country of Permanent Residence USA  
 Date of Birth 3/9/1973 SSN/Tax ID 222-46-5325  
 Relationship to Proposed Insured(s) Sister  
 Employer's Name Boys & Girls Club of DE  
 Street 1669 S Lemon St.  
 City Wilmington State DE Zip 19805  
 Position/Title/Duties Dir. of Marketing Length of Employment 3 yrs  
 Check if you wish ownership to revert to Insured upon Owner and Contingent Owner's death.

**3. ENTITY/TRUST AS OWNER**

Entity/Trust Type:  C Corporation  S Corporation  LLC  
 Partnership  Sole Proprietorship  Trust  
 Tax ID Number \_\_\_\_\_ Date of Trust \_\_\_\_\_  
 Name of Entity/Trust \_\_\_\_\_  
 Name of Trustee(s) \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Proposed Insured(s) Relationship to Entity \_\_\_\_\_  
 Nature of Business \_\_\_\_\_ Business Phone \_\_\_\_\_  
 Is entity publicly traded?  YES  NO

**IF NO,** please supply one of the following documents: (Indicate which one you are supplying.)

- Articles of Incorporation/Government Issued Business License
- LLC Operating Agreement
- Partnership Agreement
- Government issued Certificate of Good Standing



**Additional Owners**

Check the appropriate company.

**B**

Proposed Insured: Daria Moore

Metropolitan Life Insurance Company  MetLife Investors USA Insurance Company  
 New England Life Insurance Company  General American Life Insurance Company  
 MetLife Investors Insurance Company  Metropolitan Tower Life Insurance Company

*The Company indicated above is referred to as "the Company".*  
 This supplement will be attached to and become part of the application with which it is used.

**SECTION 1  
Joint or Contingent Owner**

**IDENTITY of JOINT or CONTINGENT OWNER (if applicable)**

TYPE:  Joint  Contingent

IDENTITY:  Proposed Insured #1 Complete Question 1 ONLY.  
 Proposed Insured #2 Complete Question 1 ONLY.  
 Other Person Complete Questions 1 and 2.

If U.S. Driver's License already provided, no further information is required.

**1. JOINT or CONTINGENT OWNER IDENTIFICATION**

U.S. Driver's License already provided on page 1 of Application  
 U.S. Driver's License  Green Card  Passport  Other \_\_\_\_\_

Issuer of ID DE ID Issue Date 5-12-5  
 ID Reference Number 1214888 ID Expiration Date 3-47

**2. JOINT or CONTINGENT OWNER OTHER THAN PROPOSED INSURED(S)**

Name Derek Bruce Moore  
 Street 141 A Silverlake Dr  
 City Rehobeth State DE Zip 19971  
 Phone Number (302) 243-0666  
 Citizenship USA Country of Permanent Residence USA  
 Date of Birth 3/21/81 SSN/Tax ID 222-62-9839  
 Relationship to Proposed Insured(s) brother  
 Employer's Name MBM Construction LLC  
 Street 141 A Silverlake Dr  
 City Rehobeth State DE Zip 19971  
 Position/Title/Duties owner Length of Employment 22 mths

**SECTION 2  
Custodian acting on behalf of Owner**

Custodian's name \_\_\_\_\_  
 as custodian for \_\_\_\_\_  
 under the \_\_\_\_\_ Uniform Transfers [or Gifts] to Minors Act.  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Relationship to Minor(s) \_\_\_\_\_  
 U.S. Driver's License  Green Card  Passport  Other \_\_\_\_\_  
 Issuer of ID \_\_\_\_\_ ID Issue Date \_\_\_\_\_  
 ID Reference Number \_\_\_\_\_ ID Expiration Date \_\_\_\_\_



4

If more space is needed, please use the Additional Information Section, Page 13.

**SECTION 4  
Beneficiary(ies)**

**NOTE:** Federal law states if you leave someone with special needs any assets over \$2,000, they may lose eligibility for most government benefits.

**Contingent Beneficiaries ONLY**

Check here if you want any and all living and future natural or adopted children of Proposed Insured #1 to be included as Contingent Beneficiaries. Name any living children as beneficiaries below

Check here AND DO NOT COMPLETE if Primary Beneficiary is same as Trust or Entity Owner.

PRIMARY

Name Danae Banning  
Street 32 Celestial Way  
City Newark State DE Zip 19711  
Date of Birth 3/9/73 SSN/Tax ID 202-46-5325  
Relationship to Proposed Insured(s) Sibling  
Percent of Proceeds 50 (Multiple Beneficiaries will receive an equal percentage of proceeds unless otherwise instructed.)

If there is a court appointed legal Guardian for Beneficiary, provide name and address in Additional Information Section, Page 13.

PRIMARY  CONTINGENT

Name Derek Moore  
Street 141 A Silverlake Dr  
City Rehobeth Beach State DE Zip 19971  
Date of Birth 3/4/81 SSN/Tax ID 202-60-9839  
Relationship to Proposed Insured(s) Sibling  
Percent of Proceeds 50 (Multiple Beneficiaries will receive an equal percentage of proceeds unless otherwise instructed.)

PRIMARY  CONTINGENT

Name \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Date of Birth \_\_\_\_\_ SSN/Tax ID \_\_\_\_\_  
Relationship to Proposed Insured(s) \_\_\_\_\_  
Percent of Proceeds \_\_\_\_\_ (Multiple Beneficiaries will receive an equal percentage of proceeds unless otherwise instructed.)

**SECTION 5  
Custodian  
acting  
for Minor  
Beneficiary(ies)**

Custodian's name \_\_\_\_\_  
as custodian for \_\_\_\_\_  
under the \_\_\_\_\_ Uniform Transfers [or Gifts] to Minors Act.  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Relationship to Minor(s) \_\_\_\_\_



If more space is needed, please use the Additional Information Section, Page 13. **5**

**SECTION 6  
Information  
Regarding  
Insurance  
Applied for**

\*Complete these forms, if applicable:  
•ADBR  
•Enricher/Equity Additions  
•Group Conversion  
•GSPO+  
These forms can be found in the Supplemental Forms Package.

**1. PRODUCT & FACE AMOUNT**

Product Name VUL 2001

Face Amount \$ 5,000,000 (Complete Personal Financial Supplement if \$1,000,000 or more.)

- Group Conversion\*
- Optional Benefits and Riders:
  - Guaranteed Survivor Plus Purchase Options (GSPO+)\*  
Option Period(s): \_\_\_\_\_ \$ \_\_\_\_\_
  - Guaranteed Survivor Income Benefit (GSIB) \_\_\_\_\_ \$ \_\_\_\_\_
  - Term Rider Specify: \_\_\_\_\_ \$ \_\_\_\_\_
  - Life Guaranteed Purchase Option (LGPO)
  - Acceleration of Death Benefit Rider (ADBR)\* \_\_\_\_\_ \$ \_\_\_\_\_
  - Enricher Options (PAIR/VABR)\* Specify: \_\_\_\_\_ \$ \_\_\_\_\_
  - Long Term Care Guaranteed Purchase Option (LTC-GPO) \_\_\_\_\_ \$ \_\_\_\_\_
  - Disability Waiver (DW) Specify: \_\_\_\_\_ \$ \_\_\_\_\_
  - Other \_\_\_\_\_

Special Requests/Other:  
 Save Age  Specific Policy Date \_\_\_\_\_  
 Other \_\_\_\_\_

Check here if  alternate **OR**  additional policy is requested and provide full details below. Include **SIGNED & DATED** illustration for each policy requested.

**2. ADDITIONAL INFORMATION for WHOLE LIFE PRODUCTS**

Do you request automatic payment of premium in default by Policy Loan (for traditional plans), if available?  YES  NO

Dividend Options:  
 Paid-up Additions  VAI Equity Additions\*  Premium Reduction  
 Cash  Accumulations/DWI  
 Other \_\_\_\_\_

**3. ADDITIONAL INFORMATION for UNIVERSAL LIFE/VARIABLE LIFE PRODUCTS**

Planned Premium Amount: Year 1 \$ \_\_\_\_\_ Excess/Lump Sum \$ \_\_\_\_\_

Duration of premium payments \_\_\_\_\_

Planned annual unscheduled payment (if applicable): \$ \_\_\_\_\_

Renewal Premium (if applicable): \$ \_\_\_\_\_

Death Benefit Option/Contract Type \_\_\_\_\_

Definition of Life Insurance Test:  Guideline Premium Test  Cash Value Accumulation Test (if available under policy applied for)

Guaranteed to age: (VUL only)  65  75  85  5 years  Other \_\_\_\_\_

**4. ADDITIONAL INFORMATION for QUALIFIED PLANS**

Qualified/Non-Qualified Plan number \_\_\_\_\_

For Variable Life, also complete Variable Life Supplement.





6

If more space is needed, please use the Additional Information Section, Page 13.

**SECTION 7  
Payment  
Information**

If **Monthly Electronic Payment** is chosen, complete Electronic Payment Account Agreement.

**NOTE:**

It is Company Policy to not accept cash, traveler's checks, or money orders as a form of payment for Variable Life Products.

**1. PAYMENT MODE** (Check one.)

Direct Bill:  Annual  Semi-Annual  Quarterly  
Electronic Payment:  Monthly  
Special Account:  Government Allotment  Salary Deduction  
Additional Details:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2. SOURCE of CURRENT and FUTURE PAYMENTS** (Check all that apply.)

Earned Income  Mutual Fund/Brokerage Account  Money Market Fund  Savings  
 Use of Values in another Life Insurance/Annuity Contract  Certificate of Deposit  
 Loans  Other BUSINESS

**3. PAYMENT**

Amount collected with application \$ \_\_\_\_\_  
(Must equal at least one monthly premium.)  
Premium Payor:  
 Proposed Insured #1  Proposed Insured #2  Primary Owner  
 Other  
Name \_\_\_\_\_  
Relationship to Proposed Insured(s) and Owner \_\_\_\_\_  
Reason this person is the Payor \_\_\_\_\_

**4. BILLING ADDRESS INFORMATION**

Proposed Insured #1 Address  Proposed Insured #2 Address  
 Primary Owner's Address  
 Other Premium Payor's/Alternate Billing Address (Provide details here.)  
Street 141 A Silver Lake Dr.  
City Rehoboth Beach State DE Zip 19971  
 Special Arrangements  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**E-Mail  
Addresses**

(optional)

Proposed Insured #1 \_\_\_\_\_  
Proposed Insured #2 \_\_\_\_\_  
Primary Owner \_\_\_\_\_  
Joint/Contingent Owner \_\_\_\_\_



If more space is needed, please use the Additional Information Section, Page 13. **7**

**SECTION 8  
General Risk  
Questions**

If you need more space, please use the Additional Information Section, Page 13.

The following questions are to be answered for **ALL** persons to be insured, including those covered by any riders applied for.

1. Within the past three years has **ANY** person to be insured flown in a plane other than as a passenger on a scheduled airline or have plans for such activity within the next year?  YES  NO  
**IF YES**, complete a separate Aviation Supplement for each applicable Proposed Insured.

2. Within the past three years has **ANY** person to be insured participated in or intend to participate in **any** of the following:  
Underwater sports - (SCUBA diving, skin diving, or similar activities);  
Sky sports - (skydiving, hang gliding, parachuting, ballooning or similar activities);  
Racing sports - (motorcycle, auto, motor boat or similar activities);  
Rock or mountain climbing or similar activities;  
Bungee jumping or similar activities?  YES  NO  
**IF YES**, complete a separate Avocation Supplement for each applicable Proposed Insured.

3. Within the **past two years** has **ANY** person to be insured **traveled** or **resided** outside the U.S. or Canada?  YES  NO  
**IF YES**, for each occurrence, please provide Proposed Insured, duration, country and purpose.

Germany - business 7-9 days  
Turks & Caicos - pleasure - 1/0505 5 days

4. Within the **next two years** does **ANY** person to be insured **intend to travel** or **reside** outside the U.S. or Canada?  YES  NO  
**IF YES**, for each occurrence, please provide Proposed Insured, duration, country and purpose.

Germany - business - 10/2/06 7-9 days

**5. CITIZENSHIP/RESIDENCY**  
**A.** Are all persons to be insured U.S. Citizens?  YES  NO

**IF NO**, please provide details:  
Proposed Insured(s) \_\_\_\_\_ Country of Citizenship \_\_\_\_\_  
Visa Type/ID \_\_\_\_\_ Visa Number \_\_\_\_\_  
Expiration Date \_\_\_\_\_ Length of Time in U.S. \_\_\_\_\_  
 Check here if currently applying for a Social Security number.

**B.** Are all persons to be insured permanent residents of the United States?  YES  NO

**IF NO**, please provide details:  
Proposed Insured(s) \_\_\_\_\_  
Country of Residence \_\_\_\_\_



8

If more space is needed, please use the Additional Information Section, Page 13.

**SECTION 8  
General Risk  
Questions**

(continued)

If you need more space, please use the Additional Information Section, Page 13.

The following questions are to be answered for **ALL** persons to be insured, including those covered by any riders applied for.

6. In the last five years, has **ANY** person to be insured used tobacco products (e.g., cigarettes; cigars; pipes; smokeless tobacco; chew; etc.) or nicotine substitutes (e.g., patch, gum)?  YES  NO

IF YES, please provide details:

Proposed Insured(s) \_\_\_\_\_ Date Last Used 2/03

Type Patch

Amount/Frequency \_\_\_\_\_

7. Has **ANY** person to be insured: **EVER** had a driver's license suspended or revoked; **EVER** been convicted of DUI or DWI; or had, in the last five years, any moving violations?  YES  NO

IF YES, please provide Proposed Insured, date and violation.

Proposed Insured(s) \_\_\_\_\_

Details: speeding ticket - date unknown

8. Has any person to be insured **EVER** had an application for life, disability income or health insurance declined, postponed, rated or modified or required an extra premium?  YES  NO

IF YES, please provide details:

Proposed Insured(s) \_\_\_\_\_

Details: \_\_\_\_\_

9. Are all persons to be insured: actively at work; or a homemaker performing regular household duties; or a student attending school regularly?  YES  NO

IF NO, please provide details:

Proposed Insured(s) \_\_\_\_\_

Details: \_\_\_\_\_

Please answer these questions **only if requesting the Long Term Care Guaranteed Purchase Option Rider.**

**10. LONG TERM CARE GUARANTEED PURCHASE OPTION RIDER**

A. Does any person to be insured under this rider currently use any mechanical equipment such as: a walker; a wheelchair; long leg braces; or crutches?  YES  NO

IF YES, please note which and the reason.

Proposed Insured(s) \_\_\_\_\_

B. Does any person to be insured under this rider need any assistance or supervision with any of the following activities: bathing; dressing; walking; moving in/out of a chair or bed; toileting; continence; or taking medication?  YES  NO

Proposed Insured(s) \_\_\_\_\_



**PART II**

If more space is needed, please use the Additional Information Section, Page 13.

**SECTION 1  
Physician  
Information**

**PLEASE NOTE:**  
If FULL PARAMEDICAL  
exam is required,  
completion of Medical  
questions is **OPTIONAL**  
but will expedite  
your application.

**1. PHYSICIAN**

Please provide name of doctor, practitioner, or health care facility who can provide the most complete and up to date information concerning the present health of the Proposed Insured(s).

**Physician Information for Proposed Insured #1**

Check here if no doctor, practitioner or health care facility is known.

Physician Name Dr. Martin Phone Number ( )

Name of Practice/Clinic Fax Number ( )

Street

City Reston State VA Zip

Date Last Consulted 3/2005 Reason bronchitis

Findings, treatment given, medication prescribed. If None, check here .

Antibiotics & inhaler

**Physician Information  Proposed Insured #1  Proposed Insured #2**

Check here if no doctor, practitioner or health care facility is known.

Physician Name Phone Number ( )

Name of Practice/Clinic Fax Number ( )

Street

City State Zip

Date Last Consulted Reason

Findings, treatment given, medication prescribed. If None, check here .

**SECTION 2  
Medical  
Questions**

**1. HEIGHT/WEIGHT**

Proposed Insured #1 Height 5'9" Weight 138

Proposed Insured #2 Height Weight

Has any Proposed insured experienced a change in weight (greater than 10 pounds) in the past 12 months?  YES  NO

**IF YES, specify:**

Proposed Insured #1 Pounds lost Pounds gained

Proposed Insured #2 Pounds lost Pounds gained

Reason



10

If more space is needed, please use the Additional Information Section, Page 13.

**SECTION 2  
Medical  
Questions**

(continued)

**PLEASE NOTE:**

If FULL PARAMEDICAL exam is required, completion of Medical questions is **OPTIONAL** but will expedite your application.

2. Has a parent (P) or sibling (S) of any person to be insured ever had: heart disease; coronary artery disease; high blood pressure; diabetes; or mental illness?  YES  NO

IF YES, indicate below:

Proposed Insured (#1, #2)	Relationship to Proposed Insured	Age if Living	Age at Death	State of Health, Specific Conditions, Cause of Death
	<input type="checkbox"/> P <input type="checkbox"/> S			
	<input type="checkbox"/> P <input type="checkbox"/> S			
	<input type="checkbox"/> P <input type="checkbox"/> S			
	<input type="checkbox"/> P <input type="checkbox"/> S			

3. Has **ANY** person to be insured **EVER** received treatment, attention, or advice from any physician, practitioner or health facility for, or been told by any physician, practitioner or health facility that he/she had:

	Proposed Insured #1		Proposed Insured #2		Other Proposed Insured	
	YES	NO	YES	NO	YES	NO
A. High blood pressure; chest pain; heart attack; or any other disease or disorder of the heart or circulatory system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Asthma; bronchitis; emphysema; sleep apnea; shortness of breath; or any other disease or disorder of the lungs or respiratory system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Seizures; stroke; paralysis; Alzheimer's disease; multiple sclerosis; memory loss; Parkinson's disease; progressive neurological disorder; headaches; or any other disease or disorder of the brain or nervous system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Details:** If you answered YES to any of the above questions, please provide details here

Question Number	Proposed Insured Name	Name of Physician Address if not already provided	Date/Duration of Illness	Diagnosis/Severity Medications/Treatment
3B		Dr. Martin	3/05	Bronchitis
3B		Dr. Martin	1993	Sports Asthma





12

If more space is needed, please use the Additional Information Section, Page 13.

**SECTION 2  
Medical  
Questions**

(continued)

**PLEASE NOTE:**  
If FULL PARAMEDICAL exam is required, completion of Medical questions is **OPTIONAL** but will expedite your application.

4. Has **ANY** person to be insured:

	Proposed Insured #1		Proposed Insured #2		Other Proposed Insured	
	YES	NO	YES	NO	YES	NO
<b>A.</b> Currently, or within the past six months, been under observation or received treatment or taken any medication? (Including over-the-counter medications, vitamins, herbal supplements, etc.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>B.</b> For the next six months, scheduled any doctor's visits, medical care, or surgery?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>C.</b> During the past five years, had a: checkup; electrocardiogram; chest x-ray; or medical test?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>D.</b> During the past five years, had any illness, injury or health condition not revealed above; or have been recommended to have any: hospitalization; surgery; medical test; or medication?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>E. EVER</b> been diagnosed with or treated by a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>F. EVER</b> tested positive for the AIDS Human Immunodeficiency Virus (HIV) or for antibodies to the AIDS (HIV) virus?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>G. EVER</b> used heroin, cocaine, barbituates, or other drugs, except as prescribed by a physician or other licensed practitioner?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>H. EVER</b> received treatment from a physician or counselor regarding the use of alcohol, or the use of drugs, except for medicinal purposes; or received treatment or advice from an organization that assists those who have an alcohol or drug problem?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Details:** If you answered **YES** to any of the above questions, please provide details here.

Question Number	Proposed Insured Name	Name of Physician Address if not already provided	Date/Duration of Illness	Diagnosis/Severity Medications/Treatment
4b 9c		Dr. Simon Simonian - The Vein Institute of VA	12/1/05	F/w up to repair leaking vein
4b		Dr. Marquardt	3/06	Annual OB/Gyn







14

**Certification/  
Agreement/  
Disclosure**

**Certification Regarding Sales Illustration** Agent must check the appropriate statement below.

- Agent certifies that a signed illustration is **not required** by law or the policy applied for is *not* illustrated in this state.
- An illustration was signed and **matches the policy applied for**. It is included with this application.
- An illustration was shown or provided but is **different from the policy applied for**. An illustration conforming to the policy as issued will be provided no later than at the time of policy delivery.
- No illustration conforming to the policy** as applied for was shown or provided prior to or at the time of this application. An illustration conforming to the policy as issued will be provided no later than at the time of policy delivery.
- If illustration was **only shown on a computer screen**, check and complete details below.

An illustration was displayed on a computer screen. The displayed illustration **matches the policy applied for** but no printed copy of the illustration was provided. An illustration conforming to the policy as issued will be provided no later than at the time of policy delivery. The illustration on the screen included the following personal and policy information:

- 1. Gender (as illustrated)  M  F  Unisex Age \_\_\_\_\_
- 2. Rating class (e.g. standard, smoker)  Preferred  Standard  Non-smoker  Smoker  
 Other \_\_\_\_\_
- 3. Type of policy (e.g. L-98, Whole Life) \_\_\_\_\_
- 4. Initial Death Benefit \$ \_\_\_\_\_ Death Benefit Option \_\_\_\_\_
- 5. Guaranteed Minimum Death Benefit  age 55  age 65  age 75  age 85  5 years
- 6. Dividend Option \_\_\_\_\_
- 7. Riders \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

**Fraud Warnings**

**Arkansas, Kentucky, Louisiana, New Mexico, Ohio, Oklahoma**

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

**Washington D.C., Tennessee, Virginia**

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

**Agreement/Disclosure**

**I have read this application for life insurance including any amendments and supplements and to the best of my knowledge and belief, all statements are true and complete. I also agree that:**

- My statements in this application and any amendment(s), paramedical/medical exam and supplement(s) are the basis of any policy issued.
- This application and any: amendment(s); paramedical/medical exam; and supplement(s) to this application, will be attached to and become part of the new policy.
- No information will be deemed to have been given to the Company unless it is stated in this application and paramedical/medical exam, and any supplement(s).
- Only the Company's President, Secretary or Vice-President may: (a) make or change any contract of insurance; (b) make a binding promise about insurance; or (c) change or waive any term of an application, receipt, or policy.
- Except as stated in the Temporary Insurance Agreement and Receipt, no insurance will take effect until a policy is delivered to the Owner and the full first premium due is paid. It will only take effect at the time it is delivered if: (a) the condition of health of each person to be insured is the same as stated in the application; and (b) no person to be insured has received any medical advice or treatment from a medical practitioner since the date of the application.



**Certification/  
Agreement/  
Disclosure**

(continued)

- I understand that paying my insurance premiums more frequently than annually may result in a higher yearly out-of-pocket cost or different cash values.
- If I intend to replace existing insurance or annuities, I have so indicated in Section 2, Question 2 of this application.
- I have received the Company's Consumer Privacy Notice and, as required, the Life Insurance Buyer's Guide.
- If I was required to sign an HIV Informed Consent Authorization, I have received a copy of that Authorization.

**Taxpayer Identification Number Certification**

Under penalties of perjury, I, the Owner, certify that:

The number shown in this application is my correct taxpayer identification number, and I am not subject to backup withholding because:

(a) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; **OR**

(b) the IRS has notified me that I am not subject to backup withholding. (If you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return, you must cross out and initial this item.)

I am a U.S. citizen or a U.S. resident alien for tax purposes.

(If you are not a U.S. citizen or a U.S. resident alien for tax purposes, please cross out this certification and complete form W-8BEN).

**Please note:** The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

**SIGNATURES:**

If not witnessing all signatures, Witness should sign next to the signature being witnessed.



Signed at City, State Rehoboth Beach, DE Date 12-24-05

**Proposed Insured #1** [Signature]  
(age 15 or over)

Signed at City, State \_\_\_\_\_ Date \_\_\_\_\_



**Proposed Insured #2**  
(age 15 or over)

Signed at City, State Rehoboth Beach, DE Date 12-24-05



**Owner** [Signature] [Signature]  
(If other than Proposed Insured)  
(If age 15 or over) If the Owner is a firm or corporation, include Officer's title with signature.

Signed at City, State \_\_\_\_\_ Date \_\_\_\_\_



**Parent or Guardian**  
(If Owner or Proposed Insured(s) is/are under 18, sign here if not signed above.)

Signed at City, State Rehoboth Beach, DE Date 12/24/05



**Witness to Signatures**  
(Licensed Agent/Producer)

Please print Agent/Producer name Bernard Audet



**PART II: Paramedical/Medical Exam**

Case/Policy No.: LA 83000122903

- |  |   |
|--|---|
| <input type="checkbox"/> Metropolitan Life Insurance Company           | <input type="checkbox"/> Metropolitan Tower Life Insurance Company  |
| <input type="checkbox"/> MetLife Investors Insurance Company           | <input type="checkbox"/> Metropolitan Insurance and Annuity Company |
| <input checked="" type="checkbox"/> New England Life Insurance Company | <input type="checkbox"/> MetLife Investors USA Insurance Company    |
| <input type="checkbox"/> Total Life Insurance Company                  | <input type="checkbox"/> General American Life Insurance Company    |

The Company indicated above is referred to as "the Company".  
For these Life, if medical examination is not required, questions are to be completed by Agent.

The spaces below are for answers of person to be examined only. Nothing but the answers of such person should be recorded.

1. Name of Proposed Insured: (Last, First, Middle) MARIE DAVIA L Date of Birth: (Mo./Day/Year) 8-22-77

2. Tobacco Use - Indicate (do not) smoked/used:  
 4/13/05  Manner Cigarette  Manner Struckless Tobacco  Manner Cigar/Pipe  Manner Fresh/Smoke

Amount/Frequency: 5 Cigarettes daily Tobacco Never Used:  Yes  No

3. Who is the doctor, practitioner, or health care facility who can give us the most complete and up to date information concerning your present health? If "None", check .  
 Name, full address, and phone number: Dr. Martin Lourdes  
1850 Town Center Park #304  
ARLINGTON VA 22202 (703) 481-5212

When was this doctor last consulted? March 2005 Why? Flu/Cold

What treatment was given or medication prescribed? If "None", check .  
Rx Antibiotics - 1 wk duration

Fractures, lacerations, other consultations past 5 years? Log Ven look / stroke ultrasound done Surgery for removal of vein March 04  
done at VCU / former hospital - further info  
Dr. Susan Simonsen

4. a) Weight 5' 2" 100 lb b) Height 145 lb c) Change in weight in past 12 months (do not record) 0 d) Pounds gained 0 e) Reason None

5. Have you EVER received treatment, attention, or advice from any physician, practitioner or health facility for, or been told by any physician, practitioner or health facility that you had:

Details: List question number, date, date, date, diagnosis, treatment, and doctor's name and address.	Yes	No
a) High blood pressure; chest pain; heart attack; or any other disease or disorder of the heart or circulatory system?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
b) Asthma; bronchitis; emphysema; sleep apnea; shortness of breath; or any other disease or disorder of the lungs or respiratory system?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
c) Dementia; stroke; paralysis; Alzheimer's disease; multiple sclerosis; Lou Gehrig's disease (ALS); memory loss; Parkinson's disease; progressive neurological disorder; headache; diabetes; or any other disease or disorder of the brain or nervous system?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
d) Ulcers; peptic; hepatitis; cirrhosis; or any other disease or disorder of the liver, gallbladder, stomach; or intestine?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
e) Any disease or disorder of the kidney; bladder; prostate; reproductive system; or female; sexually transmitted disease; sugar; diabetes; blood or gas in the urine?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
f) Diabetes; thyroid disorder; or any other endocrine disorder?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
g) Arthritis; gout; or disorder of the muscles, bones, or joints?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
h) Cancer; tumor; polyp; or cyst? Any disease or disorder of the skin?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No



Details (Continued):

6. Anemia, leukemia, or any other disorder of the blood or lymph glands?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<p>7. Visit to Dr. Shannon scheduled for Dec 10<sup>th</sup> for leg wear follow-up. (See 24).</p> <p>8a.) Using collar normally without issue. Dr. Abingworth of Room 4400, Room 4400 - yearly physical/normal. No abnormalities.</p> <p>8b.) See response in #4.</p>
7. Depressing, anxious, amiable, or any other psychological or emotional disorder or symptoms?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
8. Any disease or disorder of the eyes, ears, nose, or throat?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
9. Are you now, or within the last six months, under observation or taking medication or treatment? (including over the counter medications, vitamins, herbal supplements, etc.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
10. Do you have any doctor's visits, medical care, or surgery scheduled?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
11. Other than the above, during the past five years have you had any:		
a) Chest x-ray, electrocardiogram, chest x-ray, or medical test?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
b) Illness, injury, or health condition not specified above or have been recommended to have any: treatment; hospitalization; surgery; medical test; or medication?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
12. Have you:		
a) ever been diagnosed or treated by a member of the medical profession as having Acquired Immune Deficiency Syndrome (AIDS) or AIDS related Complex (ARC)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
b) ever tested positive for the AIDS (HIV) virus or for antibodies to the AIDS (HIV) virus?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
13. a) Have you ever used heroin, cocaine, barbiturates, or other drugs, except as prescribed by a physician or other licensed practitioner?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
b) Have you ever received treatment from a physician or counselor regarding the use of alcohol, or the use of drugs except for medical purposes; or received treatment or advice from an organization that assists those who have an alcohol or drug problem?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

11. Do you exercise?  Yes  No Type Swimming/running How often? daily (1 1/2 hr)
12. Are you now pregnant?  Yes  No If "Yes", estimated date of delivery?
13. Has a parent or sibling of any person to be insured your last heart disease, coronary artery disease, high blood pressure, cancer, diabetes, or mental illness? (if yes, indicate below)  Yes  No

Relationship to Proposed Insured	Age(s) if Living	Age(s) at Death	State of Health (Specific Conditions) or Cause of Death (Check additional sheets if necessary)
Father	60		Good
Mother	56		Good
Sister/Brother	24/32		Both Good

14. a) Do you currently use any mechanical equipment such as a walker, wheelchair, leg leg braces or crutches?  Yes  No
- b) Do you need any assistance or supervision with the following activities: bathing, dressing, walking, making use of a chair or bed, eating, cosmetics or taking medication?  Yes  No
- I have read the answers to questions 2-14 before signing. They have been correctly written, as given by me, and are true and complete to the best of my knowledge and belief. There are no exceptions to any such answers other than as written.

X Witness to Signature	City and State	Mo./Day/Year	X Signature of Proposed Insured (Print or Stamp name in full)
<i>[Signature]</i>	McLean VA	11/11/05	<i>[Signature]</i>



**Variable Life Supplement**

Proposed Insured: Daria Moore

**Metropolitan Life Insurance Company**

This supplement will be attached to and become part of the application with which it is used.

**Important Information for the Owner - Please Read Carefully**

Variable Life Insurance is generally not appropriate for time horizons of less than 10 years. These products are long-term investments that may have significant short term surrender charges. Variable Life Insurance is designed to provide death benefit protection while offering the potential for long-term cash accumulation and may not be appropriate in situations where significant liquidation of assets in the near future is expected.

**THE DEATH BENEFIT MAY BE VARIABLE OR FIXED UNDER SPECIFIED CONDITIONS.**

**THE CASH VALUE MAY INCREASE OR DECREASE, EVEN TO THE EXTENT OF BEING REDUCED TO ZERO, IN ACCORDANCE WITH SEPARATE ACCOUNT INVESTMENT EXPERIENCE.**

**THE COST OF INSURANCE RATES FOR THIS POLICY MAY CHANGE. THE RATES CURRENTLY BEING CHARGED ARE NOT GUARANTEED, AND THE COMPANY MAY CHARGE THE FULL MAXIMUM GUARANTEED RATES.**

**ILLUSTRATIONS OF BENEFITS, INCLUDING DEATH BENEFITS AND CASH VALUES, ARE AVAILABLE UPON REQUEST.**

**Owner's Information**

Tax bracket 40 %

Liquid Net Worth \$2,500,000

*(Exclude personal residence, automobiles & home furnishings.)*

Prior Investment Experience *(Choose all that apply and indicate your years of experience.)*

Certificate of Deposit 5 years  Stocks 5 years  Mutual Funds 10 years

Money Markets 5 years  Bonds 5 years

Other \_\_\_\_\_ years

Is Owner(s) an associated person of a broker dealer?

YES  NO

**Investment Objective and Risk Tolerance**

**Investment Objective**

Indicate the investment objective for your policy's funding options.

- Capital Preservation
- Income
- Growth & Income
- Growth
- Aggressive Growth

**Risk Tolerance**

Have you completed the Asset Allocation Questionnaire?  YES  NO  
**IF YES,** please submit with application.

Indicate risk tolerance below. (Choose only one) Be sure it supports the investment objective and your risk tolerance for this policy.

- Conservative
- Conservative to Moderate
- Conservative
- Conservative to Moderate
- Moderate
- Moderate
- Moderate to Aggressive
- Moderate to Aggressive
- Aggressive
- Moderate to Aggressive
- Aggressive

- Capital Preservation
- Income
- Growth & Income
- Growth
- Aggressive Growth

- Seeks income and stability with minimal risk.
- Seeks current income over time.
- Seeks capital appreciation over long term combined with current dividend income.
- Seeks capital appreciation over long term.
- Seeks maximum capital appreciation over time by investing in speculative and/or higher risk securities.

Continued



**Optional  
Automated  
Investment  
Strategies**

**PAGE 2**  
(continued)

You may select **ONLY ONE** of the following:

If you are **NOT** electing any Automated Investment Strategies, please proceed to the Investment Allocation Section on the next page.

**Index Selector**

No other funding options can be selected when using this strategy.

Check only **ONE** of the categories below. MetLife will allocate 100% of your net premium based on the current allocation for the Index Selector Model you choose.

- Conservative
- Conservative to Moderate
- Moderate
- Moderate to Aggressive
- Aggressive

I understand that MetLife will allocate my initial net payment and future net premiums based on the current allocation of the Index Selector Model I select, which my representative has shown me, for as long as I remain in this model. I accept this current allocation and understand it may change at any time (after MetLife notifies me about the change). MetLife will rebalance the amount in the Index Divisions and the Fixed Account each calendar quarter to match the applicable allocation percentages for that model.

**Equity Generator**

A percent of premium must be allocated to the Fixed Account when this option is chosen.

Automatically transfers the current month's earnings from the Fixed Account into one of the following funding options each monthly anniversary.

Please indicate the funding option into which the transfers are to be made:

- MetLife Stock Index Portfolio
- BlackRock Aggressive Growth Portfolio

**Equalizer**

A percent of premium must be allocated to the Fixed Account when this option is chosen.

Automatically rebalances the cash value in the Fixed Account and the funding option chosen below to a 50/50 split each calendar quarter.

Please indicate the funding option to be used for the Equalizer option:

- MetLife Stock Index Portfolio
- BlackRock Aggressive Growth Portfolio

**Rebalancer**

Automatically rebalances the cash values in the funding options in the same proportion that the net premiums are then being allocated. Rebalancing occurs each calendar quarter.

**Allocator**

A percent of premium must be allocated to the Fixed Account when this option is chosen.

Automatically transfers a set amount of money from the Fixed Account to any number of available funding options on each monthly anniversary. (Value of Fixed Account must be sufficient to ensure a minimum of three (3) consecutive monthly transfers.)

Please choose one of the following transfer options. Indicate the destination funding options and the dollar amount to be transferred to each in the Allocator column on the next page.

- Transfer \$ \_\_\_\_\_ per month until the Fixed Account is depleted.
- Transfer \$ \_\_\_\_\_ per month for \_\_\_\_\_ months.
- Transfer a total of \$ \_\_\_\_\_ over \_\_\_\_\_ months in equal installments.

The Allocator is a form of dollar cost averaging. Dollar cost averaging does not assure a profit or protect against a loss in declining markets. It involves continuous investment in securities regardless of fluctuation in price levels. An investor should consider his/her ability to continue purchases in periods of low price levels.



Continued

<b>Investment Allocation</b>		<b>PAGE 3</b> <i>(continued)</i>	
<p>Please select funding options that are appropriate for the RISK TOLERANCE, and INVESTMENT OBJECTIVE indicated on the first page of this form. Some funding options may be appropriate for more than one investment objective. For more complete information about a specific funding option, including charges and expenses, please read the prospectus carefully.</p>			
		Indicate Initial Allocation in whole percentages; must equal 100%.	Use this column only if you have chosen the option on previous page.
Risk Level	Name	Initial Premium Allocation	Allocator
<b>Conservative</b>	Fixed Account		
	Salomon Brothers U.S. Government Portfolio	_____ %	\$ <u>N/A</u>
<b>Conservative to Moderate</b>	BlackRock Bond Income Portfolio		
	Lehman Brothers® Aggregate Bond Index Portfolio		
	PIMCO Total Return Portfolio	<u>20</u>	
<b>Moderate</b>	Solomon Brothers Strategic Bond Opportunities Portfolio		
	Lord Abbett Bond Debenture Portfolio		
	BlackRock Diversified Portfolio		
	MFS Total Return Portfolio		
	Neuberger Berman Real Estate Portfolio		
<b>Moderate to Aggressive</b>	American Funds Growth-Income Fund	<u>15</u>	
	BlackRock Large Cap Value Portfolio		
	Davis Venture Value Portfolio	<u>10</u>	
	FI Value Leaders Portfolio		
	Harris Oakmark Large Cap Value Portfolio		
	Harris Oakmark Focusad Value Portfolio	<u>10</u>	
	Neuberger Berman Mid Cap Value Portfolio	<u>10</u>	
	BlackRock Investment Trust Portfolio		
	MetLife Stock Index Portfolio		
	MFS Investors Trust Portfolio		
	BlackRock Strategic Value Portfolio		
	FI Mid Cap Opportunities Portfolio		
	Met/AIM Mid Cap Core Equity Portfolio		
	MetLife Mid Cap Stock Index Portfolio		
<b>Aggressive</b>	FI International Stock Portfolio		
	Harris Oakmark International Portfolio	<u>10</u>	
	MFS Research International Portfolio		
	Morgan Stanley EAFE® Index Portfolio		
	Oppenheimer Global Equity Portfolio		
	American Funds Growth Fund	<u>5</u>	
	BlackRock Legacy Large Cap Growth Portfolio		
	Janus Aggressive Growth Portfolio		
	Jennison Growth Portfolio		
	Oppenheimer Capital Appreciation Portfolio		
	T. Rowe Price Large Cap Growth Portfolio		
	BlackRock Aggressive Growth Portfolio		
	Loomis Sayles Small Cap Portfolio		
	Russell 2000® Index Portfolio	<u>10</u>	
	T. Rowe Price Mid-Cap Growth Portfolio		
	Franklin Templeton Small Cap Growth Portfolio		
	Met/AIM Small Cap Growth Portfolio		
	T. Rowe Price Small Cap Growth Portfolio		
American Funds Global Small Capitalization Fund			
RCM Global Technology Portfolio			
<b>Other</b>	MetLife Conservative Allocation Portfolio		
	MetLife Conservative to Moderate Allocation Portfolio		
	MetLife Moderate Allocation Portfolio		
	MetLife Moderate to Aggressive Allocation Portfolio		
	MetLife Aggressive Allocation Portfolio		

Write in any available funds not listed above.



Continued

**Other  
Important  
Owner  
Questions**

**PAGE 4**

(continued)

1. I elect to have the monthly deduction from the cash values taken as follows:

- From the Fixed Account only.
- Proportionately from the funding options based on the cash value in each at the time of the deduction.

If you have chosen the Fixed Account, please note that if the Fixed Account has insufficient cash value to pay the monthly charges, these charges will be deducted proportionately from each funding option based on the cash value in each at the time of the deduction.

2. Have you received a prospectus for the policy applied for?  YES  NO  
IF YES, please indicate:

Date of prospectus: 5-1-05

Date of any prospectus supplement package: \_\_\_\_\_

3. Did your agent/producer review your financial situation, risk tolerance and investment objectives prior to completing this application?  YES  NO  
IF NO, please indicate on what basis this product was recommended?

4. Do you understand that:  
A. The amount and duration of the death benefit may increase or decrease depending on the policy's investment return, subject to any guarantees provided by the policy?  YES  NO

B. There is no guaranteed minimum cash value and the cash value may increase or decrease depending on the policy's investment return?  YES  NO

5. Do you believe that this policy and the funding options you have selected will meet your insurance needs and financial objectives?  YES  NO

6. If funding options selected do not reflect the risk tolerance on the first page of this form, please explain:

\_\_\_\_\_  
\_\_\_\_\_





Amendment to Application for Insurance

Proposed Insured: DARIA LYN MOORE

No. 00Y151279

Date of Application: NOV 03, 2005

I agree to these changes which the Company has noted in the "Additions and Amendments" space of the Application.

SECTION-6: 1: VUL-2001

6: 3: TYPE-A

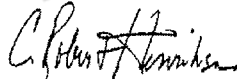
Date: \_\_\_\_\_


Proposed Insured (Parent, if Insured under age 15)

Date: \_\_\_\_\_

Applicant, if other than Proposed Insured

New England Life Insurance Company  
501 Boylston Street, Boston, Massachusetts

  
President

  
Secretary



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Amendments and Endorsements (To be made only by the Company)

Copying Prohibited

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Please notify the Company of any change in your name or address. The Company will communicate with you at your address on record with the Company.

New England Life  
Insurance Company  
501 Boylston Street  
Boston, Massachusetts 02117

**Flexible Premium Adjustable  
Variable Life Policy**

- The Death Proceeds are payable at the death of the Insured, if the Insured dies before the Maturity Date and the Policy is in force.
- The Net Cash Value, if any, is payable on the Maturity Date, if the Insured is still living and the Policy is in force.
- The Policy can be adjusted by increasing or decreasing the Face Amount.
- The amount and frequency of premium payments can be changed.
- The Policy does not share in dividends.

Copying Prohibited

# **EXHIBIT E**

Copying Prohibited

**New England Financial®**

A MetLife Company

501 BOYLSTON ST.  
BOSTON, MA 02116

**New England Life  
Insurance Company**

**Variable Life Policy**

**Insured:** DEREK B MOORE

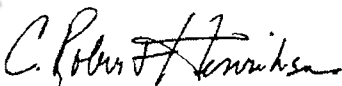
**Policy Number:** Y151278

**Plan:** Flexible Premium  
Adjustable Variable Life

**New England Life Insurance Company** Agrees to pay the **Death Benefit of this Policy to the Beneficiary on receipt of proof that the death of the Insured occurred before the Maturity Date; or to pay the Net Cash Value of the Policy to the Owner if the Insured is living on the Maturity Date; and to provide the other rights and benefits of the Policy.**

These agreements are subject to all of the provisions of the Policy.

Signed on the Date of Issue for the Company at its Home Office  
501 Boylston Street  
Boston, MA 02117



President



Secretary

**Flexible Premium Adjustable Variable Life Policy**

- The Death Proceeds are payable at the death of the Insured, if the Insured dies before the Maturity Date and the Policy is in force.
- The Net Cash Value, if any, is payable on the Maturity Date, if the Insured is still living and the Policy is in force.
- The Policy can be adjusted by increasing or decreasing the Face Amount.
- The amount and frequency of premium payments can be changed.
- The Policy does not share in dividends.

**THE DEATH BENEFIT ON THE POLICY DATE WILL BE EQUAL TO THE FACE AMOUNT SHOWN IN SECTION 1. THEREAFTER, THE DEATH BENEFIT CAN VARY FROM DAY TO DAY. IT CAN INCREASE OR DECREASE, DEPENDING ON SEPARATE INVESTMENT ACCOUNT PERFORMANCE AND ON FIXED ACCOUNT INTEREST; BUT IT WILL NOT BE LESS THAN THE FACE AMOUNT. SEE SECTION 10.**

**THE CASH VALUE OF THIS POLICY CAN VARY FROM DAY TO DAY. IT CAN INCREASE OR**

**DECREASE, DEPENDING ON SEPARATE INVESTMENT ACCOUNT PERFORMANCE AND ON FIXED ACCOUNT INTEREST. SEE SECTION 14.**

**Please Read Your Policy Carefully**

This Policy is a legal Contract between you and the Company.

**RIGHT TO RETURN THE POLICY**

**When this Policy is issued or when you receive an increase in Face Amount, you should examine it. You can return the Policy or the increase in Face Amount (See Section 16) to the Company or its Agent for any reason within the latest of: (a) 10 days after you receive it from the Company; (b) 45 days after Part I of the Application for that coverage is signed; and (c) 10 days after the Company mails the separate Notice of Withdrawal Right for that coverage. If you return an increase in Face Amount: any Monthly Deduction and any Administrative Charge for the increase in Face Amount will then be credited to the Policy; and the increase in Face Amount will be cancelled from the start. Otherwise, if you return the Policy: an amount equal to any premium paid plus any unscheduled payment made will be refunded to you; and the Policy will be cancelled from the start.**

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## Policy Provisions

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**New England Life  
Insurance Company**

1. Policy Schedule

**Owner and Beneficiary:** As named in the Application or as later changed. See the Owner and Beneficiary Section of the Policy.

**Insured:** DEREK B MOORE                      **Sex:** Male                      **Age:** 25  
**Policy Number:** Y151278                      **Policy Date:** January 19, 2006  
**Policy Loan Interest Rate:** 5.5%                      **Maturity Date:** January 19, 2081 \*

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 1 WILL BE CHANGED.  
SEE SECTION 16.

Schedule of Benefits

Flexible Premium Adjustable Variable Life                      Death Benefit Option: 1  
Face Amount                      Date of Issue                      Policy Class  
\$5,000,000                      January 19, 2006                      Nonsmoker Preferred  
Maximum Monthly Policy Fee:  
    First Year                      \$15.00  
    Thereafter                      \$7.00  
Maximum Face Amount Increase Administrative Charge:  
    .0025 times Face Amount Increase  
Maximum Monthly Administrative Charge:  
    First Year                      \$400.00  
    Thereafter                      \$40.00

Schedule of Premiums

Planned Annual Premium \*\*  
    Years 1 thru 4                      \$33,603.54  
Monthly Minimum Premium:                      \$1,157.45  
Maximum Premium Expense Charge:                      6.50%

\* This coverage may expire prior to the Maturity Date if premiums paid are insufficient to continue the coverage to that date. There may be little or no Cash Value on that date.

\*\* If the Planned Annual Premium is paid on the first day of each policy year, and the Actual Investment Return is 4% and the guaranteed maximum charges apply in all years, this Policy will terminate in policy year 16 unless additional premium is paid or unless a Minimum Guaranteed Death Benefit is in effect.



Secretary



New England Life  
Insurance Company

2. Table of Guaranteed Maximum Cost of Insurance Rates per \$1,000  
Based on the 1980 CSO Nonsmoker Table B

Policy Number

Y151278

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 2 WILL BE CHANGED.  
SEE SECTION 16.

Policy Year	Monthly Rate	Policy Year	Monthly Rate	Policy Year	Monthly Rate
1	\$ .1200	26	\$ .3967	51	\$ 4.4867
2	.1175	27	.4317	52	4.9708
3	.1167	28	.4708	53	5.4808
4	.1150	29	.5158	54	6.0108
5	.1167	30	.5675	55	6.5767
6	.1167	31	.6233	56	7.2000
7	.1192	32	.6842	57	7.8975
8	.1217	33	.7500	58	8.6883
9	.1250	34	.8200	59	9.5850
10	.1317	35	.8958	60	10.5667
11	.1367	36	.9833	61	11.6208
12	.1442	37	1.0800	62	12.7175
13	.1525	38	1.1917	63	13.8650
14	.1633	39	1.3217	64	15.0375
15	.1750	40	1.4683	65	16.2525
16	.1875	41	1.6292	66	17.5242
17	.2025	42	1.8033	67	18.8758
18	.2167	43	1.9892	68	20.3442
19	.2342	44	2.1867	69	22.0033
20	.2508	45	2.4017	70	24.1133
21	.2717	46	2.6450	71	27.0742
22	.2925	47	2.9592	72	31.7475
23	.3150	48	3.2408	73	39.8075
24	.3408	49	3.6142	74	54.7817
25	.3675	50	4.0325	75	83.3333

  
Secretary

3. Surrender Charge

**Policy Number**

0Y151278

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 3 WILL BE CHANGED.  
SEE SECTION 16.

A Surrender Charge will be deducted from full surrender, decrease in Face Amount, lapse and most partial surrender transactions during the Surrender Charge Period of the initial Face Amount and any increase in Face Amount. For the initial Face Amount, the Surrender Charge Period is measured from the Policy Date. For each increase in Face Amount, the Surrender Charge Period is measured from the Adjustment Date of the increase. The Surrender Charge for the Policy is equal to: the Deferred Sales Charge for the initial Face Amount and each increase in Face Amount; plus the Deferred Administrative Charge for the initial Face Amount and each increase in Face Amount.

(continued)

  
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3. Surrender Charge

Policy Number	Face Amount	Date of Issue
0Y151278	\$5,000,000	January 19, 2006

THIS POLICY IS ADJUSTABLE. IF IT IS ADJUSTED, THIS SECTION 3 WILL BE CHANGED.  
SEE SECTION 16.

The Surrender Charge Period of the initial Face Amount is 11 years.

The Maximum Deferred Sales Charges for the first 5 years are shown below. The Maximum Deferred Sales Charges for the last policy month of each of the remaining years of the Period are shown below; the Maximum Charges for other months will reflect the number of completed months of the Period in the year of surrender, lapse or decrease in Face Amount.

The Deferred Administrative Charge is level throughout the first year of the Period and is shown below. The Charge for the last policy month of each of the remaining years of the Period is shown below; the charge for other months will reflect the number of completed months of the Period in the year of surrender, lapse or decrease in Face Amount.

Year of Surrender Charge Period	Maximum Deferred Sales Charge	Deferred Administrative Charge
1	\$11,550.00	\$12,500.00
2	15,120.00	11,250.00
3	15,120.00	10,000.00
4	15,120.00	8,750.00
5	15,120.00	7,500.00
6	12,600.00	6,250.00
7	10,080.00	5,000.00
8	7,560.00	3,750.00
9	5,040.00	2,500.00
10	2,520.00	1,250.00
11	0.00	0.00



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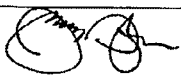
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4. Not Applicable

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5. Not Applicable

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6. Accounts Available on the Date of Issue

**Policy Number**

Y151278

Variable

Zenith Equity Portfolio  
BlackRock Bond Income Portfolio  
BlackRock Money Market Portfolio  
MetLife Stock Index Portfolio  
MFS Total Return Portfolio  
Harris Oakmark Focused Value Portfolio  
FI Value Leaders Portfolio  
Fidelity VIP Equity-Income Portfolio  
Fidelity VIP Overseas Portfolio  
Loomis Sayles Small Cap Portfolio  
Salomon Brothers U.S. Government Portfolio  
BlackRock Legacy Large Cap Growth Portfolio  
FI International Stock Portfolio  
Davis Venture Value Portfolio  
Salomon Brothers Strategic Bond Opportunities Port  
FI Mid Cap Opportunities Portfolio  
Russell 2000 Index Portfolio  
BlackRock Investment Trust Portfolio  
BlackRock Diversified Portfolio  
BlackRock Aggressive Growth Portfolio  
Oppenheimer Global Equity Portfolio  
T. Rowe Price Small Cap Growth Portfolio  
Harris Oakmark Large Cap Value Portfolio  
Neuberger Berman Mid Cap Value Portfolio  
T. Rowe Price Large Cap Growth Portfolio  
Lehman Brothers Aggregate Bond Index Portfolio  
Morgan Stanley EAFE Index Portfolio  
BlackRock Strategic Value Portfolio  
MetLife Mid Cap Stock Index Portfolio  
RCM Global Technology Portfolio  
PIMCO Total Return Portfolio  
BlackRock Large Cap Value Portfolio  
Harris Oakmark International Portfolio  
Met/AIM Mid Cap Core Equity Portfolio  
Met/AIM Small Cap Growth Portfolio  
Neuberger Berman Real Estate Portfolio  
MFS Research International Portfolio  
Lord Abbett Bond Debenture Portfolio  
Jennison Growth Portfolio  
Oppenheimer Capital Appreciation Portfolio

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6. Accounts Available on the Date of Issue

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**Policy Number**

Y151278

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Variable

MetLife Conservative Allocation Portfolio  
MetLife Conservative to Moderate Allocation Port  
MetLife Moderate Allocation Portfolio  
MetLife Moderate to Aggressive Allocation Port  
MetLife Aggressive Allocation Portfolio  
MFS Investors Trust Portfolio  
American Funds Growth Fund  
American Funds Growth-Income Fund  
American Funds Global Small Capitalization Fund  
Janus Aggressive Growth Portfolio  
Franklin Templeton Small Cap Growth Portfolio  
T. Rowe Price Mid-Cap Growth Portfolio

Fixed

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Secretary

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## 7. Contract

### **The Contract**

This Policy is a legal contract between the Owner of the Policy (called "you") and New England Life Insurance Company, a Massachusetts corporation, (called "the Company"). The Policy, which includes the attached Application and any Application for adjustment of the Policy, is the entire contract between you and the Company. All riders are listed in Section 1. A change in or waiver of the provisions of the Policy must be signed by the President or the Secretary of the Company to be valid.

### **Payments Under the Contract**

All contract amounts are in dollars of the United States of America. Payments by the Company under the contract will be made at the Home Office of the Company. The obligations of the Company are subject to all payments made and actions taken by the Company under the Policy before receipt by the Company at its Home Office of proof of death of the Insured.

### **Dates**

Policy years, months and anniversaries are all measured from the Policy Date. Contestable and suicide periods start on the Date of Issue and on the Adjustment Date for each increase in Face Amount. The Policy Date, the Date of Issue and each Adjustment Date are all shown in Section 1.

### **Not Contestable After Two Years**

Insurance is issued by the Company in reliance on the statements made in the Application for the insurance. Those statements are representations; they are not warranties. No statement can be used to contest or rescind insurance or to defend against a claim unless contained in the Application for the insurance. The insurance issued under this Policy will not be contestable after it has been in force during the life of the Insured:

- With respect to the amount of Death Benefit which results from other than payments for which proof of insurability is required, for two years from the Date of Issue; and
- With respect to any amount of Death Benefit which results from a payment for which proof of insurability is required, for two years from the date that payment is received; and
- With respect to the amount of the Death Benefit associated with each increase in Face Amount, for two years from the Adjustment Date for that increase.

### **Suicide Within Two Years**

If the Insured dies by suicide while sane or insane within two years from the Date of Issue, the Death Benefit will be limited to: the amount of the premiums paid; less any Policy Loan Balance on the date of death; and less any partial surrenders.

If the Insured dies by suicide while sane or insane more than two years after the Date of Issue but within two years from the Adjustment Date for an increase in Face Amount, the Death Benefit for that increase in Face Amount will be limited to the Monthly Deductions and any Face Amount Increase Administrative Charge made to pay for that increase.



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**Age of Insured**

The age of the Insured on the Policy Date and on each policy anniversary means the age at the nearest birthday of the Insured. For an increase in Face Amount during a policy year, age means age at the start of that policy year.

If the age or sex of the Insured has not been correctly stated in the Application, the Death Benefit will be the amount that the most recent Monthly Deduction which was made would have provided for the correct age and sex.

**Claims of Creditors**

The Policy and payments under it are exempt from the claims of creditors to the extent allowed by law.

**Basis of Values**

"1980 CSO" means Commissioners 1980 Standard Ordinary; it is used to describe mortality tables. Minimum Cash Values, Reserves and Guaranteed Insurance Factors are based on the mortality table shown in Section 2. Interest is compounded daily at the effective rate of 4% per year. A detailed statement of the method of computing values has been filed, where required, with the Insurance Department of the state in which the Policy is delivered. All values are equal to or in excess of the minimum values required by the law of that state.

**Periodic Reports**

The Company will send you all reports required by law and regulation. Such reports will be sent once each year or more often if required by law or regulation. The annual report will include, as of the date for which the report is made: the Death Benefit; the Cash Value; any Policy Loan Balance; and any other information required by law or regulation.

**Policy Illustration of Benefits and Values**

Upon written request the Company will send you a policy illustration which will illustrate benefits and values under the Policy.

**Postponement of Variable Benefits**

Except for a Policy Loan that will be used to pay premiums on policies issued by the Company, the Company can postpone the determination of and the payment or transfer of amounts based on separate investment account performance if:

- The New York Stock Exchange is closed for trading (except for normal weekend and holiday closing) or when trading is restricted; or
- The Securities and Exchange Commission determines that a state of emergency exists which may make payment or transfer impractical; or
- The Securities and Exchange Commission orders the Variable Account or orders the New England Zenith Fund or its successor or any other investment company in which the Variable Account is invested to postpone payment or transfer of variable benefits.

**Postponement of Surrenders, Transfers and Loans From The Fixed Account**

The Company can postpone the payment of the portion of the Policy's Net Cash Value which is in the Fixed Account for not more than six months after surrender. If payment is postponed for more than 30 days, it will be credited with interest from the date of surrender. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year.

The Company can postpone transfers from the Fixed Account for not more than six months from the date of the request. The effective date of the transfer is the date on which values are transferred from the Fixed Account.

The Company can postpone the making of any Policy Loan and any partial surrender from the Fixed Account for not more than six months from the day you apply, except Loans or partial surrenders to pay premiums on policies issued by the Company.

## 8. The Variable Account

### **The Variable Account**

The Variable Account (called "the Account") is a separate investment account established by the Company in accordance with Delaware law. The assets of the Account are owned by the Company. The assets of the Account will be used to provide values and benefits under this Policy and similar policies. The portion of the Account assets equal to the reserves plus other policy liabilities of the Account is not chargeable with liabilities arising out of any other business the Company may conduct. The Company reserves the right to transfer to its general account Variable Account assets which exceed the total of reserves and other liabilities of the Account. Income and realized and unrealized capital gains and losses of the Account are credited to the Account without regard to any of the Company's other income or capital gains and losses.

### **Sub-Accounts**

The Account consists of sub-accounts, each of which is invested in shares of one portfolio of the New England Zenith fund or its successor or any other investment company in which the Account is invested. Shares of a portfolio are purchased for a sub-account at their net asset value.

The Policy's first investment is made in the Money Market sub-account as of the latest of:

- The Policy Date;
- The date of the Part II of the Application for the initial Face Amount, if any is required; and
- The date the first premium is received by the Company.

The Policy's Cash Value will be transferred, based on your choice, to the sub-accounts and the Fixed Account as of the later of: 45 days after Part I of the Application for the initial Face Amount is signed; and 10 days after the Company mails the separate Notice of Withdrawal Right for the initial Face Amount. Before this transfer, the values and benefits of the Policy will depend on the net investment performance of the Money Market sub-account. After this transfer each net premium allocated to the Account and each net unscheduled payment allocated to the Account will be invested in the sub-accounts you chose as of the date it is received by the Company at its Home Office.

Each distribution of income, dividends and capital gains from a portfolio to a sub-account will be reinvested for the benefit of the owners of the policies in that sub-account at net asset value in shares of the portfolio which made the distribution.

The Cash Value of the Policy at any time cannot be allocated among more than 10 sub-accounts, except with the consent of the Company; and the Fixed Account will be counted in the limit of 10.

The values and benefits of a policy depend on: the investment performance of the portfolios in which the sub-accounts are invested; and the interest credited to the Fixed Account. The Company does not guarantee the investment performance of the portfolios of the sub-accounts. You bear the investment risk for amounts invested in the sub-accounts for your Policy.

### **Choice of Sub-Accounts**

You choose the sub-accounts in which net premiums and net unscheduled payments are to be Invested. You can change the choice for future premiums and future unscheduled payments at any time by notice to the Company. The change will be effective as of the date the request is received by the Company at its Home Office. The portion of the net premium and the net unscheduled payment to be applied to each sub-account chosen must be a whole percent not less than 10.

The portfolios as of the Date of Issue are listed in the then current prospectus for the Account and in Section 6.

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**Change in Portfolios**

The Company can add or remove portfolios as sub-account investments as permitted by law. When a change is made, the Company will send you: a revised prospectus for the Account which will describe all of the portfolios then available in the New England Zenith Fund or its successor or any other investment company in which the Account is invested; and any notice required by law.

When a portfolio is removed, the Company has the right to substitute a different portfolio in which the sub-account will then invest:

- The value of the removed portfolio; and
- Future net premiums and future net unscheduled payments applied to that sub-account.

**Transfer Option**

After the Right to Return the Policy period you can transfer all or a portion of the Policy's existing share of a sub-account to another sub-account or to the Fixed Account. (See Restriction of New Amounts Applied to the Fixed Account provision.) Requests for transfers can be made in writing or by telephone. The Company is not responsible for determining the authenticity of transfer instructions received by telephone. Transfers will be subject to a limit of 4 in each policy year, except with the consent of the Company. A transfer out of the Fixed Account will not count against this limit.

**Change of Investment Policy**

The investment policy of the Account will not be changed unless: (a) the change has been approved by the Insurance Commissioner of the Commonwealth of Massachusetts; and (b) a statement of the approval process has been filed with the Insurance Department of the state in which this Policy is delivered. If the investment policy of the Account is changed, the Company will give you written notice of the change. You can then choose to convert this Policy to fixed benefit coverage. The conversion will be on the same basis as that described in the 24 Months Conversion Right section. (See Section 17.) Your request to convert this Policy must be made within 60 days of the later of: (a) the effective date of the investment policy change; or (b) the date you receive the notice of the change.

**Rights Reserved by the Company**

The Company reserves the right to take certain actions subject to compliance with law including, if required, the approval of the owners of the policies. These actions are: (a) to create new investment accounts; (b) to combine any two or more separate investment accounts, including the Account; (c) to invest some or all of the assets of the Account other than in the New England Zenith Fund; (d) to invest some or all of the assets of the Account in any other investment company chosen by New England Life Insurance Company; (e) to remove a portfolio in which the sub-account is invested or to substitute a different portfolio; (f) to operate the Account as a management investment company and to charge investment advisory fees under the Investment Company Act of 1940 or to operate the Account in any other form permitted by law; and (g) to deregister the Account under the Investment Company Act of 1940 if registration is no longer required.

## 9. The Fixed Account

### The Fixed Account

The Fixed Account is a segmented fund within the general account of the Company.

If you choose the Fixed Account, the first date on which money is applied to the Fixed Account for the Policy is the latest of:

- 45 days after Part I of the Application for the initial Face Amount is signed;
- 10 days after the Company mails the separate Notice of Withdrawal Right for the initial Face Amount; and
- The effective date of the choice of the Fixed Account.

Before this date, the value of the portion of the net premium and any net Unscheduled Payment allocated to the Fixed Account will depend on the net investment performance of the Money Market sub-account of the Variable Account. After this date each net premium allocated to the Fixed Account and each net unscheduled payment allocated to the Fixed Account will be applied as of the date it is received by the Company at its Home Office. Each transfer to the Fixed Account will be applied as of the transfer date.

### Fixed Account Interest

Except as noted in the Repayment of Loans provision of Section 15, the rate of interest for each amount applied to the Fixed Account: will be the rate set by the Company in advance for the date the amount is applied to the Fixed Account; and will not be less than a rate equivalent to an annual effective rate of 4%. The effective interest rate used on the Policy will be the weighted average of all such rates for the Policy.

Each year, on the policy anniversary, the Company will determine a portion, if any, of the Policy's portion of the Fixed Account which will be reinvested at the rate effective on that date.

Interest will be credited to the Fixed Account on a daily basis.

### Restriction of New Amounts Applied to the Fixed Account

The Company reserves the right to restrict new amounts applied to the Fixed Account if the rate of interest that would be used for the new amount is a rate equivalent to an annual effective rate of 4%.

### Transfers Out of the Fixed Account

You can transfer a limited amount of the Policy's portion of the Fixed Account to the sub-accounts once within 30 days after each policy anniversary. The transfer will be limited to the greater of: 25% of the Policy's portion of the Fixed Account on the transfer date; and the amount of the Policy's portion of the Fixed Account transferred to the sub-accounts the prior year. However, if less than \$100.00 would remain in the Fixed Account after the transfer, you can transfer the remainder to the sub-accounts. Requests for transfers can be made in writing or by telephone. The Company is not responsible for determining the authenticity of transfer instructions received by telephone.

### Choice of the Fixed Account

You can choose to have net premiums and net unscheduled payments applied to the Fixed Account. You can change the choice for future net premiums and future net unscheduled payments at any time by notice to the Company in writing. (See the Restriction of New Amounts Applied to the Fixed Account provision.) The portion of the net premium and net unscheduled payment to be applied to the Fixed Account must be a whole percent not less than 10.

## 10. Death Benefit

### Death Benefit

If the Insured dies before the Maturity Date, the Company will pay a Death Benefit to the Beneficiary. The amount of the Death Benefit will depend on the Death Benefit Option in effect on the date of death. The amount payable will be reduced by any Policy Loan Balance on the date of death. If the Insured dies during the grace period, the Amount Due (see Grace Period provision in the Monthly Deduction Section) will be deducted from the policy proceeds to cover Monthly Deductions to the date of death. The policy proceeds will be paid in one sum unless all or part of the proceeds is applied to a Payment Option. (See Payment of Benefits, Section 19.)

### Death Benefit Options

This Policy provides two Death Benefit Options. The Death Benefit Option will be as chosen in the Application or as later changed. The Death Benefit Option is shown in Section 1. If Option 1 is chosen the Death Benefit on the date of death is equal to the greater of (a) and (c) and if Option 2 is chosen the Death Benefit on the date of death is equal to the greater of (b) and (c), where:

- (a) is equal to the Face Amount shown in Section 1;
- (b) is equal to the Face Amount shown in Section 1 plus the Cash Value; and
- (c) is equal to the Death Benefit which will allow the Policy to continue to qualify as a flexible premium adjustable life insurance contract under the Internal Revenue Code and any interpretive regulation or rulings by the Internal Revenue Service.

The Company will calculate (c) as the Applicable Percent of: the Cash Value of the Policy plus the pro rata portion of any monthly deduction made for a period beyond the date of death. The percent used will be based on the age of the Insured at the beginning of the policy year as shown in the Table of Applicable Percentages below.

**Table of Applicable Percentages**

Age	Applicable Percent	Age	Applicable Percent
0 through 40	250	61	128
41	243	62	126
42	236	63	124
43	229	64	122
44	222	65	120
45	215		
46	209	66	119
47	203	67	118
48	197	68	117
49	191	69	116
50	185	70	115
51	178	71	113
52	171	72	111
53	164	73	109
54	157	74	107
55	150	75 through 90	105
56	146	91	104
57	142	92	103
58	138	93	102
59	134	94 through 99	101
60	130	100	100

When you apply for a Level Term Insurance Rider on this Policy, you can choose to have the Term Amount of the Rider added to the Face Amount of the Policy for purposes of calculating the Death Benefit. Your choice cannot be changed.

## 11. Premiums

### Changing the Death Benefit Option

After the first policy year you can change the Death Benefit Option by written application to the Company. A change in Death Benefit Option will be effective on the Adjustment Date shown in the new Policy Schedule.

Except with the consent of the Company, a change from Option 1 to Option 2 can be made only if the Face Amount after the change is at least \$100,000. If you change from Option 1 to Option 2:

- The Face Amount will be decreased, if necessary, such that the Death Benefit immediately before and after the changes is the same;
- A decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis; and
- No surrender charge will apply.

A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy.

If you change from Option 2 to Option 1:

- The Face Amount will be increased, if necessary, such that the Death Benefit immediately before and after the changes is the same; and
- This increase in Face Amount will be applied to the initial Face Amount and to each prior increase in Face Amount on a pro rata basis.

The requirements in the Increase in Face Amount provision of Section 16 do not apply to a change from Option 2 to Option 1.

### Payment

Premiums are payments made to the Company to pay for the Policy. The Policy will not be in force until the first premium is paid. After the first premium is paid, premiums can be paid: at any time; and in any amount, subject to the Limits on Premiums below. Payments can be made at the Home Office of the Company or at any Agency of the Company. A receipt for payment signed by the Secretary of the Company will be given on request. Unless you request otherwise in writing to the Company, any payment received by the Company when a Policy Loan exists on the Policy will be used: *first*, as a planned premium; *second*, as payment of the loan interest due; *third*, as a repayment of the Policy Loan; and *fourth*, as an unscheduled payment.

### Amount and Frequency

Planned annual premiums are shown in Section 1. Payments and Planned Premium Dates can be annual, semi-annual or quarterly or can be at any frequency agreed to by the Company. (See Limits on Premiums below.)

Unscheduled payments can be made at any time prior to the Maturity Date. (See Limits on Premiums below.)

Cash Values and Death Benefits will be permanently affected by the amount and frequency of planned and unscheduled payments.

### Limits on Premiums

Payments are subject to these limits:

- No payment can be less than \$25; and
- Total planned and unscheduled payments will be limited to the Company's published maximum; and
- No unscheduled payment can be made if it increases the Death Benefit by more than it increases the Cash Value, except with evidence of insurability and the consent of the Company; and
- No planned premium can be increased except with the consent of the Company.

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## 12. Monthly Deduction

This Policy is intended to qualify as a flexible premium adjustable life insurance contract under the Internal Revenue Code and any interpretive regulation or rulings by the Internal Revenue Service. To that end, premiums on this Policy are limited to an amount no greater than that allowing the Policy to continue to qualify.

### Net Payments

Each net premium and each net unscheduled payment is equal to: the payment; *less* no more than the Maximum Premium Expense Charge at the rate shown in Section 1.

### Monthly Deduction

On the first day of each policy month, whether or not premiums are paid, the Company will make a Monthly Deduction for that policy month from the Cash Value of this Policy. The amount of the Monthly Deduction for a policy month is equal to:

- The cost of insurance and the cost of any riders for the policy month;  
PLUS
- An amount not greater than the Maximum Monthly Policy Fee shown in Section 1;  
PLUS
- An amount not greater than the Maximum Monthly Administrative Charge shown in Section 1.

If the Policy meets the Monthly Minimum Premium test, whether or not premiums are paid, the Monthly Deduction will be made, until the Cash Value equals zero. Otherwise, the Monthly Deduction will be made, as long as the Net Cash Value is sufficient to cover the entire Monthly Deduction. This provision will not continue the Policy beyond the Maturity Date; nor will it continue any rider beyond the termination date as provided in the rider.

The Monthly Deduction will be deducted in the same proportion as the Cash Value of the Policy is in the sub-accounts and the Fixed Account.

### Cost of Insurance

The monthly cost of insurance for the Policy is equal to: the amount at risk; times the cost of insurance rate per \$1,000 for that month divided by 1,000. The amount at risk is equal to:

- The Death Benefit on the first day of the policy month discounted at .3273745%, the monthly equivalent of 4% per year;  
LESS
- The Cash Value on the first day of the policy month after the Monthly Deduction has been processed.

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**Cost of Insurance Rates**

The cost of insurance rates will be set by the Company each year on the policy anniversary, based on the expectations of the Company as to future experience. The rates are guaranteed for one year.

The Table of Guaranteed Maximum Cost of Insurance Rates per \$1,000 (see Section 2) shows the maximum guaranteed rate for each policy month which starts on the Policy Date or a policy anniversary. The rates between anniversaries vary monthly based on the assumption of uniform distribution of deaths throughout the policy year. The cost of insurance rates for each policy year for the initial Face Amount and for each increase in Face Amount are based on: the sex of the Insured; the underwriting class of the Insured; and the age of the Insured on the first day of the policy year.

**Monthly Deduction Adjustment At Death**

The portion of any Monthly Deduction made for a period beyond the date of death will be added to the policy proceeds unless this amount has already been included in the Death Benefit as described in (c) in Section 10. If the Insured dies during the grace period, an amount will be deducted from the policy proceeds to cover Monthly Deductions to the date of death.

**Grace Period**

Unless the Policy meets the Monthly Minimum Premium test, if the Net Cash Value on the first day of a policy month is not enough to cover the Monthly Deduction for that month, the Company will mail a premium notice to you and any assignee at the addresses on record with the Company. There is a grace period of 62 days from the date when the Monthly Deduction was due in which to pay the Amount Due. The Amount Due is the least of: a premium large enough to permit the Monthly Deduction to be made; and a premium large enough to meet the Monthly Minimum Premium Test. The insurance remains in force during the grace period. If the premium remains unpaid at the end of its 62-day grace period, the Policy will lapse without value. Any riders will also lapse without value unless otherwise stated in the rider.

**Monthly Minimum Premium**

The Company will do the following comparison on the first day of each policy month during the first five policy years unless: the Face Amount has been increased; or the Policy has been lapsed; or this Policy is the result of the exercising of a Change to a New Insured rider.

The Company will compare (a) to (b), where: (a) equals the total of the Monthly Minimum Premiums for the Policy from the Policy Date to that policy month; and (b) equals the total premiums paid to date less all partial surrenders and any Policy Loan Balance at that time. If (b) is greater than or equal to (a), the Policy will not be lapsed if the Net Cash Value on the first day of the policy month is not enough to cover the Monthly Deduction due for that month.

The Monthly Minimum Premium is shown in the Policy Schedule. (See Section 1.) This Premium will be recalculated when: the Face Amount is decreased; the amount provided by riders attached to this Policy is changed; a partial surrender is made which results in a decrease in Face Amount; or the underwriting class of this Policy and its riders is changed to a more favorable underwriting class.



### 13. Reinstatement After Lapse

#### **Reinstatement**

If the Policy lapses, the Policy and riders can be reinstated. (See Limitations on Reinstatement below.) Reinstatement is subject to:

- Written application to reinstate; and
- Proof that the Insured is insurable; and
- Payment of a premium large enough to keep the Policy and any riders in force for at least two months; and
- Payment or reinstatement of any Policy Loan Balance which existed on the date when the Policy lapsed.

#### **Limitations on Reinstatement**

The Policy and riders cannot be reinstated, except with the consent of the Company, if more than seven years have passed since the date of lapse.

Any rider which provides life or disability insurance on a person other than the Insured can be reinstated only as stated in the rider.

#### **Effective Date of Reinstatement**

Reinstatement will take effect: only if the application for reinstatement is approved by the Company; and only when the premium for reinstatement has been paid, provided that at the time of payment there has been no change in insurability as represented in the application for reinstatement.

#### **Surrender Charge At and After Reinstatement**

A Surrender Charge was applied when the Policy lapsed. If the Policy is later reinstated, the Surrender Charge will be credited to the Cash Value of the Policy. The Surrender Charge on the date of reinstatement will be the same as it was on the date of lapse. For the purpose of determining the Surrender Charge on any date after reinstatement, the period the Policy was lapsed will not count.

#### **Maximum Monthly Administrative Charge After Reinstatement**

For the purpose of determining the Maximum Monthly Administrative Charge on any date after reinstatement, the period the Policy was lapsed will not count.

### 14. Cash Value of the Policy

#### **Cash Value**

The first net premium will be credited to the Policy as of the latest of:

- The Policy Date;
- The date of the last Part II of the Application for the initial Face Amount; and
- The date the first premium is received by the Company.

Each future net premium will be credited to the Cash Value as of the date it is received by the Company.

The Cash Value of the Policy will depend on the net investment performance of the Money Market sub-account until the later of: 45 days after Part I of the Application for the initial Face Amount is signed; and 10 days after the Company mails the separate Notice of Withdrawal Right for the initial Face Amount. Thereafter, the Cash Value of the Policy is equal to: the Policy's share of the chosen sub-accounts; plus the Policy's portion of the Fixed Account; plus the amount of any assets transferred to the general account of the Company because of Policy Loans. (See Section 15.) The amount of the Cash Value depends on: the frequency and amount of net planned premiums; the frequency and amount of net unscheduled payments; investment performance of the chosen sub-accounts; interest credited to the Policy's portion of the Fixed Account; Monthly Deductions; all chosen Death Benefit Options; partial surrenders; increases and decreases in Face Amount; transfers among sub-accounts and the Fixed Account; and Policy Loans. The Cash Value can increase or decrease on a daily basis, depending on: the actual investment performance of the chosen sub-accounts; and the interest credited to the Policy's portion of the Fixed Account. (See Actual Investment Return below.)

The Cash Value of the Policy is not increased by the cash value of any rider, unless stated in the rider.

**Net Cash Value**

The Net Cash Value is equal to:

- The Cash Value of the Policy;  
LESS
- Any Policy Loan Balance;  
LESS
- The Surrender Charge that would apply upon surrender, whether or not there is a surrender. (See Section 3.)

**Surrender of the Policy**

You can surrender the Policy for its Net Cash Value at any time before the Maturity Date by notice to the Company in writing. Upon surrender, the Policy will be cancelled. The Net Cash Value will be paid to you in one sum, unless you choose in writing to apply all or part to a Payment Option. (See Payment of Benefits, Section 19.) If you surrender the Policy during the grace period, an amount will be deducted from the Net Cash Value to cover the Monthly Deduction to the date of surrender.

**Monthly Cost of Insurance Adjustment At Surrender or Partial Surrender**

The pro rata portion of any monthly cost of insurance deduction made for a period beyond the date of surrender or partial surrender (See Section 16) will be added to the surrender proceeds.

**Actual Investment Return**

The Policy has an Actual Investment Return for each Valuation Period for its share of each chosen sub-account and for its portion of the Fixed Account. The Policy's Actual Investment Return for each sub-account for each Valuation Period is equal to (a) minus (b); where:

- (a) is equal to the Policy's share of the sub-account as of the end of the Valuation Period;  
PLUS  
the monthly charges deducted in the Valuation Period;  
LESS  
any net planned premium and net unscheduled payment credited during the Valuation Period;  
PLUS

the total of the partial surrenders made during the Valuation Period;

PLUS

the interest credited during the Valuation Period to any borrowed portion of the Policy's Cash Value;

PLUS or LESS

a charge or credit for the Policy's share of any reserve for taxes which the Company determines to apply to the sub-account; and

- (b) is equal to the Policy's share of the sub-account as of the end of the most recent Valuation Period;

PLUS or LESS

a charge or credit for the Policy's share of any reserve for taxes which the Company determines to apply to the sub-account.

The Actual Investment Return for the Fixed Account for each Valuation Period is equal to (a) minus (b); where:

- (a) is equal to the Policy's portion of the Fixed Account as of the end of the Valuation Period;

PLUS

the monthly charges deducted in the Valuation Period;

LESS

any net planned premium and net unscheduled payment credited during the Valuation Period;

PLUS

the total of the partial surrenders made during the Valuation Period;

PLUS

the interest credited during the Valuation Period to any borrowed portion of the Policy's Cash Value; and

- (b) is equal to the Policy's portion of the Fixed Account as of the end of the most recent Valuation Period.

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## 15. Policy Loans

There is a daily charge for mortality risk and expense risk against the Policy's share of the sub-accounts. This charge will not be greater than: .001369863014% which is a rate equivalent to .50% per year divided by 365.

### Valuation Periods and Valuation Dates

A Valuation Period for each sub-account is a period:

- Which starts on a Valuation Date; and
- Which ends on the next succeeding Valuation Date.

Each day the New York Stock Exchange is open for trading is a Valuation Date.

### Policy Loans

After the Right to Return the Policy period you can borrow all or part of the Loan Value of the Policy by written request to the Company. Policy Loans are made on the sole security of the Policy. The amount you can borrow at any time is equal to the Loan Value less any Policy Loan Balance at that time.

Unless you request otherwise, Policy Loans will reduce *first*, the Policy's share of the sub-accounts proportionately and *second*, the Policy's portion of the Fixed Account, except as noted below in the Interest on Loans; Policy Loan Balance provision. Assets equal to the amount of the Loan:

- Will be transferred to the general account of the Company; and
- Will earn interest at the effective rate per year of not less than: the Policy Loan Interest Rate; less 1.5%

Policy Loans, whether or not repaid, can have a permanent effect on Cash Values and Death Benefits.

### Loan Value

The Loan Value of the Policy on the date the Loan is made is equal to:

- 90% of the Cash Value of the Policy projected to the next policy anniversary or, if earlier, to the next Planned Premium Date;  
LESS
- The Surrender Charge that would apply upon surrender (whether or not there will be a surrender) on the next Planned Premium Date or, if greater, on the date the loan is made;  
LESS
- Loan interest to the next loan interest due date.

The Cash Value will be projected with interest at the effective rate per year of 1.5% less than the Policy Loan Interest Rate.

## 16. Adjustment

### Interest on Loans; Policy Loan Balance

Interest will be charged on Policy Loans at the Policy Loan Interest Rate shown in Section 1. Interest accrues daily. The Policy Loan Balance at any time means Policy Loans outstanding plus interest accrued to date. Loan interest is due on the policy anniversary each year. Loan interest not paid when due will be added to the Loan and interest will be charged on it; when loan interest is added to the Loan, the Policy's share of the sub-accounts and the Policy's portion of the Fixed Account will be reduced proportionately.

### Repayment of Loans

Policy Loans can be repaid to the Company at any time in whole or in part. Loan repayments will be allocated: *first*, to repay the Loans made against the Fixed Account; and *second*, unless you request otherwise, to repay the Loans made against the sub-accounts in the same proportion as the Policy is invested in the sub-accounts.

The rate of interest for each loan repayment allocated to the Fixed Account will be the lesser of: the rate set by the Company in advance for the date the loan repayment is allocated to the Fixed Account; and the effective interest rate (see Fixed Account Interest) for the Policy on the date of the repayment.

A Policy Loan is a charge against the Policy. The proceeds of the Policy will be reduced by any Policy Loan Balance on the date of death of the Insured. If the Policy Loan Balance at any time exceeds the Cash Value of the Policy less the Surrender Charge on the next loan interest due date or, if greater, on the current Valuation Date (called "excess Policy Loan"), the Company will mail a notice to you and to any assignee. The notice will be mailed to the addresses on record with the Company. If the excess amount is not paid to the Company within 62 days after the mailing of the notice, the Policy will lapse without value.

Unless you request otherwise, any payment received by the Company when a Policy Loan exists on the Policy will be used: *first*, as a planned premium; *second*, as payment of the loan interest due; *third*, as a repayment of the Policy Loan; and *fourth*, as an unscheduled payment.

### Increase in Face Amount

After the first policy year, the Face Amount can be increased on the first day of any policy month. (See Limit on Adjustments below.) An increase in Face Amount is subject to:

- Written application to increase the Face Amount;
- Proof that the Insured is insurable;
- New insurance for the amount of the increase on the same plan at the age of the Insured on the Adjustment Date being allowed under the underwriting rules of the Company;
- The amount of the increase being at least \$25,000, except with the consent of the Company;
- A Monthly Deduction for the increase. (See Monthly Deduction, Section 12.); and
- A Face Amount Increase Administrative Charge not greater than the Maximum stated in Section 1, unless the increase is not medically underwritten, to be deducted from the Cash Value in the same proportion as the Cash Value of the Policy is in the sub-accounts and the Fixed Account.

There is a new Surrender Charge Period associated with an increase in Face Amount. (See Section 3).

The amount of any rider which is attached to the Policy can be increased only as stated in the rider.

The Application to increase the Face Amount must be signed by the Insured and by you. An increase will be effective on the Adjustment Date shown in the new Policy Schedule.

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**Decrease in Face Amount**

The Face Amount may be decreased by written application to the Company; but only if the Face Amount which will remain after a decrease is at least \$100,000, except with the consent of the Company. No portion of the Cash Value will be paid to you. A Surrender Charge may apply to a decrease in Face Amount. (See Section 3.) Any Surrender Charge applied will be based on the amount of the decrease. Thereafter, any Surrender Charges will be proportional to the remaining Face Amount. Any decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis, except with the consent of the Company. The Cash Value after the decrease in Face Amount will be equal to: the Cash Value just prior to the decrease; less any Surrender Charge for the decrease. The Death Benefit will be recalculated based on the new Face Amount and the Cash Value after the decrease. A decrease in Face Amount will be effective on the Adjustment Date shown in the new Policy Schedule. A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy.

**Partial Surrender**

After the Right to Return the Policy Period, you can make a partial surrender by written request to the Company. A portion of the Cash Value will be paid to you. A Surrender Charge may apply if you make a partial surrender. (See Section 3.) Any Surrender Charge applied will be based on the amount of the decrease in Face Amount. (See below). Thereafter, any Surrender Charge will be proportional to the remaining Face Amount. In each policy year, partial surrenders will be limited, except with the consent of the Company, to: 20% of the Net Cash Value on the day the first partial surrender is made for the policy year; or, if less, the Loan Value minus any Policy Loan Balance. The amount of the partial surrender will be deducted from the Cash Value. The Death Benefit of the Policy will be based on the Face Amount after the partial surrender and the reduced Cash Value. The Face Amount of the Policy will be reduced, if necessary, so the amount at risk after the partial surrender is not greater than the amount at risk before the partial surrender. (See Cost of Insurance, Section 12). Any decrease in Face Amount will be applied to reduce the initial Face Amount and each increase in Face Amount on a pro rata basis, except with the consent of the Company. The Face Amount which will remain after the partial surrender must be at least \$100,000, except with the consent of the Company. A decrease in Face Amount may require a decrease in the amounts provided by riders attached to this Policy.

Unless you request otherwise, a partial surrender will reduce: *first*, the Policy's portion of the sub-accounts proportionately; and *second*, the Policy's portion of the Fixed Account.

## 17. 24 Months Conversion Right

### Limit on Adjustments

On an Adjustment Date you can have only one increase in Face Amount. Therefore, if this Policy includes a Level Term Insurance Rider and you request both an exchange of term insurance for an increase in Face Amount and an additional increase in Face Amount for this Policy:

- If the two increases will be on the same underwriting class, the two requests will be combined and processed as one adjustment; otherwise
- The additional increase in Face Amount will be processed first and the exchange of term insurance will be processed one month later.

### Adjustment of the Policy

The Policy Schedule and Sections 2 through 5, must be changed to reflect an increase or a decrease in the Face Amount. The Policy Schedule must be changed also to reflect a change in the Death Benefit Option. The changed Policy Schedule and the changed Sections 2 through 5, if any, and the Application for the adjustment will be made part of the Policy by adjusting the Policy. The Company can, at its option, adjust the Policy:

- By sending you a new Policy Schedule, and new Sections 2 through 5, if any, and a copy of the Application for the adjustment for you to attach to the Policy; or
- By requiring that the Policy be returned to have the new Policy Schedule and new Sections 2 through 5, if any, and a copy of the Application for the adjustment attached to the Policy by the Company; or
- By sending you an adjusted policy to take the place of this Policy.

Upon adjustment the Policy will be in force only as adjusted.

### 24 Months Conversion Right

The 24 Months Conversion Right allows you to convert all or a portion of this Policy, subject to the terms of this Section, to fixed benefit coverage: by transferring value to the Fixed Account; and by allocating future premiums and future net unscheduled payments to the Fixed Account.

A request to exercise the 24 Months Conversion Right must be in written form satisfactory to the Company. The 24 Months Conversion Right can be exercised:

- Once within 24 months after the Date of Issue of the Policy;
- Once within 24 months after the Adjustment Date of an increase in Face Amount; and

Even if the Company is restricting new amounts applied to the Fixed Account. (See Restriction of New Amounts Applied to the Fixed Account provision of Section 9.)

If the Company is not restricting amounts applied to the Fixed Account: you can transfer to the Fixed Account all or part of the Policy's Cash Value in the sub-accounts; and you can allocate all or part of future net premiums and net unscheduled payments to the Fixed Account. However, at any time in the future if the Company is restricting new amounts applied to the Fixed Account, the Company reserves the right to limit the allocation of future net premiums and net unscheduled payments to the Fixed Account to the Policy's lowest Fixed Account allocation percentage since the most recent date when this Right was exercised. The Policy's share of the sub-accounts will be reduced proportionately when Cash Value is transferred under this Right.

If the Company is restricting amounts applied to the Fixed Account: you can transfer to the Fixed Account the portion of the Policy's Cash Value in the sub-accounts which is attributable to the coverage for which this Right is being exercised; and you can allocate future net premiums and net unscheduled payments to the Fixed Account based on the Company's published rules. The Policy's share of the sub-accounts will be reduced proportionately when Cash Value is transferred under this Right.

Transfers to the Fixed Account resulting from the exercise of the 24 Months Conversion Right are not counted in the limit of 4. (See Transfer Option provision of Section 8.)

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## 18. Owner and Beneficiary

### **Owner**

The Owner of the Policy is named in the Application (see copy attached); but, the Owner can be changed. The new Owner will succeed to all rights of the Owner, including the right to make a further change of Owner. At the death of the Owner, his or her estate will be the Owner, unless a successor Owner has been named. In this Policy "you" means the Owner, whether the Owner is a person, a partnership, a corporation, a fiduciary or any other legal entity. The rights of the Owner will end at the death of the Insured, except for Payment of Benefits. (See Section 19.)

### **Beneficiary**

The Beneficiary is named in the Application (see copy attached); but, the Beneficiary can be changed before the death of the Insured. The Beneficiary can be a person, a corporation, a partnership, a fiduciary or any other legal entity. A person must survive the Insured to qualify as Beneficiary. If none survives, the proceeds will be paid to the Owner.

### **Change of Owner or Beneficiary**

A change of Owner or Beneficiary must be in written form satisfactory to the Company, and must be dated and signed by the Owner who is making the change. The change will be subject to all payments made and actions taken by the Company under the Policy before the signed change form is received by the Company at its Home Office.

### **Assignments**

An absolute assignment of the Policy by the Owner is a change of Owner and Beneficiary to the assignee. A collateral assignment of the Policy by the Owner is not a change of Owner or Beneficiary; but their rights will be subject to the terms of the assignment. Assignments will be subject to all payments made and actions taken by the Company before a signed copy of the assignment form is received by the Company at its Home Office. The Company will not be responsible for determining whether or not an assignment is valid.

### **Designation of Owner and Beneficiary**

A numbered sequence can be used to name successive Owners or Beneficiaries. Co-Beneficiaries will receive equal shares unless otherwise stated.

In naming Owners or Beneficiaries, unless otherwise stated:

- "Child" includes an adopted or posthumous child;
- "Provision for issue" means that if a Beneficiary does not survive the Insured, the share of that Beneficiary will be taken by his or her living issue by right of representation; and
- A family relation such as "wife", "husband" or "child" means the relation to the Insured.

At the time for payment of benefits the Company can rely on an affidavit of any Owner or other responsible person to determine family relations or members of a class.

## 19. Payment of Benefits

### Payment

The policy proceeds will be paid in one sum, unless all or part of the proceeds is applied to a Payment Option. (See Section 20.) The Company will pay interest on the death and maturity proceeds from the date the proceeds become payable to the date of payment in one sum, or to the Option Date. The rate of interest will be set each year by the Company. The rate will not be less than: that required by law; or 3 1/2% per year. The interest payable on surrender proceeds is described in Section 7.

### Selection of Payment Options; Option Date

The selection of a Payment Option and the naming of the Payee must be in written form satisfactory to the Company. You can make or change or revoke the selection before death of the Insured. The Option Date is the effective date of the Payment Option, as stated in the selection form.

### Payee

The Payee is a person, a corporation, a partnership, a fiduciary or any other legal entity entitled to receive payment in one sum or under a Payment Option.

### Selection by Payees

Any proceeds payable in one sum at the death of the Insured, or upon surrender or maturity of the Policy, can be applied to any Payment Option chosen by the Payee. Further, with the consent of the Company, any Payee who is entitled to receive proceeds in one sum when a Payment Option ends, or at the death of a prior Payee, or when proceeds are withdrawn, can choose to apply the proceeds to a Payment Option.

### Rights of Payees

In the selection of a Payment Option the right can be given to the Payee:

- To withdraw principal and interest under the Fourth or Fifth Option; or
- To withdraw the commuted value of payments certain under the First, Second, or Sixth Option.

Under the Life Income Options only payments certain can be commuted. No Payee can assign, commute or withdraw the payments under any Payment Option, unless the right is reserved in the selection of the Option.

### Limitations

If instalments under an Option would be less than \$20, proceeds can be applied to a Payment Option only with the consent of the Company.

### Life Income Options

Guaranteed Life Income Options are based on the age of the Payee on the Payee's birthday nearest the Option Date. The Company will require proof of age. The Life Income payments will be based: on the rates shown in the Life Income Tables (Section 21); or, if they are greater, on the Payment Option rates of the Company on the Option Date. If the rates at a given age are the same for different periods certain, the longest period certain will be used.

### Purchase of Increased Payment Option Benefits

On the Option Date, a one sum purchase payment can be made to the Company to be added to the proceeds being applied to any Payment Option. The portion of Life Income payments purchased in this way will be based on the Payment Option rates of the Company on the Option Date, which may not be the rates shown in the Life Income Tables (Section 21). The purchase payment will be limited to the Company's published maximum for single premium immediate annuities on the Option Date. A portion of the purchase payment may be used by the Company to pay premium taxes on the purchase payment.

### Death of Payee

If a Payee under a Life Income Option dies within 30 days after the Option Date, the amount applied to the Option, less any payments made, will be paid in one sum, unless a Payment Option is chosen by the successor Payee. Otherwise, amounts to be paid after the death of a Payee under a Payment Option will be paid as due to the successor Payee. If there is no successor Payee, amounts to be paid in one sum, or the commuted value of any unpaid payments certain, will be paid in one sum to the estate of the last Payee to die.



## 20. Payment Options

### Commutation Rate

The interest rate used to compute the commuted value of any unpaid payments certain:

- Under the First Option will be 3 1/2% per year; and
- Under the Life Income Options will be the rate used by the Company in computing the amount of the monthly payments.

### Payment Options

All or part of the policy proceeds can be applied to any one of the following Options, subject to Section 19, Payment of Benefits:

#### First Option: Income for a Specified Number of Years

The Company will make monthly payments which will include both principal and interest. Payments will start on the Option Date and will continue for the number of years chosen. The number of years chosen cannot be more than 30. Interest is at the rate of 3 1/2% per year compounded yearly. Additional interest paid by the Company for any year will be added to the monthly payments for that year.

Guaranteed monthly payments per \$1,000 of proceeds applied to the First Option are shown below:

Number of Years		Number of Years		Number of Years	
1	\$84.85	11	\$9.09	21	\$5.56
2	43.05	12	8.46	22	5.39
3	29.19	13	7.94	23	5.24
4	22.27	14	7.49	24	5.09
5	18.12	15	7.10	25	4.96
6	15.35	16	6.76	26	4.84
7	13.38	17	6.47	27	4.73
8	11.90	18	6.20	28	4.63
9	10.75	19	5.97	29	4.53
10	9.83	20	5.75	30	4.45

#### Second Option: Life Income

The Company will make equal monthly payments. Payments will start on the Option Date and will continue:

- During the life of the Payee, with no further payment after the death of the Payee, called "Life Income, No Refund"; or
- During the life of the Payee, but for at least 10 years, called "Life Income, 10 Years Certain"; or
- During the life of the Payee, but for at least 20 years, called "Life Income, 20 Years Certain".

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**Third Option: Life Income with Refund**

The Company will make equal monthly payments. Payments will start on the Option Date and will continue during the life of the Payee. At the death of the Payee, if the total payments made are less than the total proceeds applied to the Option, then:

- The difference will be paid in one sum, called "Life Income, Cash Refund"; or.
- The equal monthly payments will continue until the total payments are equal to the total proceeds applied to the Option, called "Life Income, Instalment Refund".

**Fourth Option: Interest**

The Company will hold the proceeds at interest during the life of the Payee or for any other period agreed to by the Company. Interest on the proceeds:

- Will be paid each month to the Payee starting one month after the Option Date; or
- Will be added to the principal amount each year and will earn interest.

At the death of the Payee, or at the end of the period agreed to, the balance of principal and any accrued interest will be paid in one sum. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year.

**Fifth Option: Specified Amount of Income**

The Company will make monthly payments which will include both principal and interest. Payments will be in the amount chosen. Payments can be quarterly or at any other frequency chosen, and payments can be for different amounts, all subject to the consent of the Company. Payments will start on the Option Date and will continue until the balance is fully paid out. At the death of the Payee any unpaid balance and accrued interest will be paid in one sum. The rate of interest will be set each year by the Company; but the rate will not be less than 3 1/2% per year. Interest will be added each year to the principal and will earn interest.

**Sixth Option: Life Income for Two Lives**

The Company will make monthly payments. Payments will start on the Option Date and will continue:

- While either of two Payees is living, called "Joint and Survivor Life Income"; or
- While either of two Payees is living, but for at least 10 years, called "Joint and Survivor Life Income, 10 Years Certain"; or
- While two Payees are living, and after the death of one Payee, two-thirds of the monthly amount while the other Payee is living, called "Joint and 2/3 to Survivor Life Income".

## 21. Life Income Tables

### Life Income Tables

Guaranteed monthly payments per \$1,000 of amounts applied to the Life Income Options are shown below:

<b>Second and Third Options: Life Income</b>					
Age of Payee	No Refund	10 Years Certain	20 Years Certain	Cash Refund	Instalment Refund
*15	\$3.19	\$3.19	\$3.19	\$3.18	\$3.19
16	3.21	3.20	3.20	3.19	3.20
17	3.22	3.22	3.21	3.21	3.21
18	3.23	3.23	3.23	3.22	3.22
19	3.25	3.24	3.24	3.23	3.24
20	3.26	3.26	3.25	3.25	3.25
21	3.27	3.27	3.27	3.26	3.26
22	3.29	3.29	3.28	3.28	3.28
23	3.31	3.30	3.30	3.29	3.29
24	3.32	3.32	3.31	3.31	3.31
25	3.34	3.34	3.33	3.32	3.33
26	3.36	3.36	3.35	3.34	3.35
27	3.38	3.37	3.37	3.36	3.36
28	3.40	3.39	3.39	3.38	3.38
29	3.42	3.41	3.41	3.40	3.40
30	3.44	3.44	3.43	3.42	3.42
31	3.46	3.46	3.45	3.44	3.44
32	3.49	3.48	3.47	3.46	3.47
33	3.51	3.51	3.50	3.49	3.49
34	3.54	3.53	3.52	3.51	3.52
35	3.56	3.56	3.55	3.54	3.54
36	3.59	3.59	3.58	3.56	3.57
37	3.62	3.62	3.60	3.59	3.60
38	3.66	3.65	3.63	3.62	3.63
39	3.69	3.69	3.67	3.65	3.66
40	3.73	3.72	3.70	3.68	3.69
41	3.76	3.76	3.73	3.71	3.72
42	3.80	3.79	3.77	3.75	3.76
43	3.84	3.84	3.80	3.78	3.79
44	3.89	3.88	3.84	3.82	3.83
45	3.93	3.92	3.88	3.86	3.87
46	3.98	3.97	3.92	3.90	3.91
47	4.03	4.02	3.97	3.94	3.96
48	4.08	4.07	4.01	3.99	4.00
49	4.14	4.12	4.06	4.03	4.05
50	4.20	4.18	4.11	4.08	4.10
51	4.26	4.23	4.16	4.13	4.15
52	4.32	4.30	4.21	4.19	4.21
53	4.39	4.36	4.26	4.24	4.27
54	4.46	4.43	4.32	4.30	4.33
55	4.54	4.50	4.37	4.36	4.39
56	4.62	4.58	4.43	4.43	4.46
57	4.70	4.65	4.49	4.49	4.53
58	4.79	4.74	4.56	4.57	4.60
59	4.89	4.83	4.62	4.64	4.68
60	4.99	4.92	4.68	4.72	4.76
61	5.10	5.02	4.75	4.80	4.85
62	5.22	5.12	4.82	4.89	4.94
63	5.34	5.23	4.88	4.98	5.03
64	5.47	5.35	4.95	5.07	5.13
65	5.61	5.47	5.02	5.17	5.24
66	5.76	5.60	5.08	5.28	5.35
67	5.92	5.73	5.15	5.39	5.47
68	6.10	5.87	5.21	5.51	5.59
69	6.28	6.02	5.27	5.63	5.72

Age of Payee	No Refund	10 Years Certain	20 Years Certain	Cash Refund	Instalment Refund
70	\$6.48	\$6.17	\$5.33	\$5.76	\$5.86
71	6.70	6.33	5.38	5.89	6.00
72	6.92	6.49	5.43	6.04	6.16
73	7.17	6.66	5.48	6.19	6.32
74	7.43	6.84	5.52	6.34	6.49
75	7.71	7.02	5.56	6.52	6.67
76	8.02	7.20	5.60	6.69	6.86
77	8.34	7.38	5.63	6.87	7.06
78	8.69	7.56	5.66	7.07	7.27
79	9.07	7.75	5.68	7.27	7.50
80	9.47	7.93	5.70	7.49	7.74
81	9.90	8.11	5.71	7.73	7.99
82	10.36	8.28	5.73	7.96	8.25
83	10.86	8.45	5.73	8.21	8.53
84	11.39	8.62	5.74	8.50	8.83
**85	11.96	8.77	5.75	8.78	9.14

\* and under \*\*and over

### Sixth Option: Life Income for Two Lives

Age of One Payee	Age of Other Payee		70	75
	55	60	65	
<b>Joint and Survivor</b>				
55	\$4.04	\$4.17	\$4.28	\$4.37
60	4.17	4.36	4.53	4.68
65	4.28	4.53	4.79	5.02
70	4.37	4.68	5.02	5.38
75	4.43	4.79	5.22	5.71
80	4.47	4.87	5.37	5.98
<b>Joint and Survivor, 10 Years Certain</b>				
55	\$3.96	\$4.09	\$4.20	\$4.36
60	4.09	4.27	4.44	4.59
65	4.20	4.44	4.69	4.91
70	4.36	4.59	4.91	5.22
75	4.42	4.77	5.09	5.50
80	4.46	4.85	5.33	5.72
<b>Joint and 2/3 to Survivor</b>				
55	\$4.37	\$4.56	\$4.76	\$4.99
60	4.56	4.78	5.02	5.30
65	4.76	5.02	5.33	5.67
70	4.99	5.30	5.67	6.10
75	5.23	5.59	6.03	6.57
80	5.48	5.89	6.41	7.06

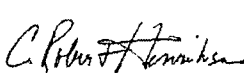
Payments for other ages will be quoted by the Company on request.

The rates shown above are based on an interest rate of 3 1/2% per year; and on mortality; using a 60/40 male/female weighting; based on the Individual Annuitant Mortality Table for 1983; and with projection on Scale G to the year 2000 and then on Scale B Modified to year 2010.

Endorsement

As of the Date of Issue of this Policy, the Suicide Within Two Years provision for this Policy and any riders is modified such that the Company will determine the proceeds using the greater of: the reserve of the insurance which is subject to the provision; and the amounts used to purchase the insurance which is subject to the provision.

**New England Life Insurance Company**  
Home Office:  
501 Boylston Street, Boston, Massachusetts



President



Secretary

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Endorsement

**Modification of Payment of Benefits Section**  
 As of the Date of Issue of this Policy, in the Commutation Rate provision of the Payment of Benefits Section, the following change is made:  
 The reference to a rate of interest of 3 1/2% is changed to refer to a rate of interest of 3%.

**Modification of Payment Options Section**  
 As of the Date of Issue of this Policy, in the Payment Options Section, the following change is made:

All references to a rate of interest of 3 1/2% are changed to refer to a rate of interest of 3%.

**Modification of Payment Options Section**  
 As of the Date of Issue of this Policy, the following table is substituted for the table in the First Option: Income for a Specified Number of Years provision.

Guaranteed monthly payments per \$1,000 of amounts applied to the First Option are shown below:

Number of Years	Number of Years	Number of Years
1	\$84.47	11
2	42.86	12
3	28.99	13
4	22.06	14
5	17.91	15
6	15.14	16
7	13.16	17
8	11.68	18
9	10.53	19
10	9.61	20

**Modification of Life Income Tables Section**  
 As of the Date of Issue of this Policy, the following section is substituted for the Life Income Tables section:

**Life Income Tables**  
 Guaranteed monthly payments per \$1,000 of amounts applied to the Life Income Options are shown below:

**Second and Third Options: Life Income**

Age of Payee	10 Years No Refund	20 Years Certain	Cash Refund	Instalment Refund
*15	2.83	2.82	2.82	2.82
16	2.84	2.34	2.83	2.83
17	2.85	2.85	2.84	2.84
18	2.86	2.86	2.85	2.86
19	2.88	2.88	2.87	2.87
20	2.89	2.89	2.88	2.88
21	2.91	2.90	2.89	2.90
22	2.92	2.92	2.91	2.91
23	2.94	2.94	2.92	2.93
24	2.95	2.95	2.94	2.94
25	2.97	2.97	2.96	2.96
26	2.99	2.99	2.97	2.98
27	3.01	3.00	2.99	2.99
28	3.03	3.02	3.01	3.01
29	3.04	3.04	3.03	3.03
30	3.07	3.06	3.05	3.05
31	3.09	3.09	3.07	3.07
32	3.11	3.11	3.09	3.09
33	3.13	3.13	3.11	3.12
34	3.16	3.16	3.14	3.14
35	3.18	3.18	3.16	3.17
36	3.21	3.21	3.19	3.19
37	3.24	3.24	3.21	3.22
38	3.27	3.27	3.24	3.24
39	3.30	3.30	3.27	3.27
40	3.33	3.33	3.30	3.30
41	3.37	3.36	3.33	3.34
42	3.40	3.40	3.36	3.37
43	3.44	3.44	3.39	3.40
44	3.48	3.48	3.43	3.44
45	3.52	3.52	3.47	3.48
46	3.57	3.56	3.50	3.51
47	3.61	3.60	3.54	3.55
48	3.66	3.65	3.58	3.60
49	3.71	3.70	3.63	3.64
50	3.76	3.75	3.67	3.69
51	3.82	3.80	3.72	3.74
52	3.88	3.86	3.77	3.79
53	3.94	3.92	3.82	3.84
54	4.00	3.98	3.88	3.90

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Second and Third Options: Life Income					
Age of Payee	No Refund	10 Years Certain	20 Years Certain	Cash Refund	Instalment Refund
55	4.07	4.05	3.97	3.93	3.95
56	4.14	4.12	4.03	3.99	4.02
57	4.22	4.19	4.09	4.06	4.08
58	4.30	4.27	4.15	4.12	4.15
59	4.39	4.35	4.21	4.19	4.22
60	4.48	4.44	4.28	4.26	4.29
61	4.58	4.53	4.35	4.34	4.37
62	4.68	4.63	4.41	4.42	4.45
63	4.79	4.73	4.48	4.50	4.54
64	4.91	4.84	4.55	4.58	4.63
65	5.04	4.95	4.62	4.68	4.73
66	5.17	5.07	4.69	4.77	4.83
67	5.32	5.20	4.76	4.87	4.93
68	5.48	5.33	4.83	4.98	5.04
69	5.64	5.47	4.89	5.09	5.16
70	5.82	5.62	4.96	5.20	5.28
71	6.01	5.77	5.02	5.32	5.41
72	6.22	5.92	5.08	5.45	5.55
73	6.44	6.09	5.13	5.59	5.69
74	6.67	6.26	5.18	5.72	5.84
75	6.92	6.43	5.23	5.87	6.00
76	7.19	6.61	5.27	6.02	6.17
77	7.48	6.79	5.31	6.18	6.34
78	7.79	6.97	5.34	6.35	6.53
79	8.12	7.15	5.37	6.53	6.72
80	8.48	7.34	5.40	6.71	6.93
81	8.85	7.52	5.42	6.90	7.14
82	9.25	7.69	5.44	7.11	7.36
83	9.67	7.87	5.46	7.31	7.59
84	10.13	8.04	5.47	7.53	7.84
**85	10.62	8.20	5.48	7.78	8.09

\* and under    \*\* and over

Sixth Option: Life Income for Two Lives					
Age of One Payee (Female)	Age of Other Payee (Male)				
	55	60	65	70	75
Joint and Survivor					
55	\$3.63	\$3.75	\$3.85	\$3.93	\$3.98
60	3.75	3.92	4.08	4.21	4.31
65	3.85	4.08	4.31	4.52	4.69
70	3.93	4.21	4.52	4.83	5.12
75	3.98	4.31	4.69	5.12	5.57
80	4.02	4.38	4.82	5.36	5.97
Joint and Survivor, 10 Years Certain					
55	\$3.63	\$3.75	\$3.85	\$3.93	\$3.98
60	3.75	3.92	4.08	4.20	4.30
65	3.85	4.08	4.30	4.51	4.68
70	3.93	4.20	4.51	4.82	5.10
75	3.98	4.30	4.68	5.10	5.51
80	4.01	4.37	4.80	5.32	5.87
Joint and 2/3 to Survivor					
55	\$3.91	\$4.08	\$4.26	\$4.46	\$4.68
60	4.08	4.28	4.50	4.74	5.00
65	4.26	4.50	4.77	5.07	5.40
70	4.46	4.74	5.07	5.45	5.87
75	4.68	5.00	5.40	5.87	6.40
80	4.90	5.27	5.73	6.30	6.98

Payments for other ages will be quoted by the Company on request.

The rates shown above are based on an interest rate of 3% per year; and on mortality; using a 50/50 male/female weighting; based on the Individual Annuitant Mortality Table for 1983; and with projection on Scale G to the year 2000 and then on Scale B Modified to year 2035.

**New England Life Insurance Company**  
501 Boylston Street, Boston, Massachusetts

*C. Peter F. ...*      *[Signature]*  
President                                      Secretary

## Endorsement

As of the Date of Issue, the following is added to the Policy.

### Extended Maturity

The Company agrees to defer the Maturity Date of the Policy to which this Endorsement is attached to the date death proceeds become payable, if that date occurs after the Maturity Date shown in Section 1.

### Death Benefit

If the age of the Insured on the Date of Issue is 80 or younger, the Death Benefit after the original Maturity Date will be equal to the greater of:

- The Cash Value on the date the death proceeds become payable; and
- The lesser of: the Face Amount of the Policy as of the original Maturity Date; and the Face Amount of the Policy on the policy anniversary on which the Insured is age 80.

If the age of the Insured on the Date of Issue is 81 or older, the Death Benefit after the original Maturity Date will be equal to the Cash Value on the date the death proceeds become payable.

### Cash Value

The Cash Value of the Policy after the original Maturity Date will be calculated as described in the Cash Value of the Policy Section, except that the Monthly Deductions will be equal to zero.

### Riders

All riders attached to the Policy, which are in effect on the original Maturity Date, will terminate on that Date.

### Surrender of the Policy

You can surrender the Policy for its Net Cash Value at any time.

### Premiums

Premiums and unscheduled payments cannot be made after the original Maturity Date, unless the Company sends you a premium notice as provided for in the Grace Period provision.

**New England Life Insurance Company**  
501 Boylston Street, Boston, Massachusetts



President



Secretary

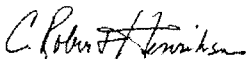
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## Endorsement

As of the Date of Issue, each Policy or Rider provision that contains any differences based on sex is modified to provide for males and females the same:

- Rates;
- Benefits; or
- Values.

**New England Life Insurance Company**  
Home Office:  
501 Boylston Street, Boston, Massachusetts

  
*C. Robert Henrichsen*  
President

  
*[Signature]*  
Secretary



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**PART I**

Check the appropriate company.

Office Use Only:

1

**Application for Individual and Multi-Life Life Insurance**

- Metropolitan Life Insurance Company  
200 Park Avenue, New York, NY 10166
- MetLife Investors Insurance Company  
13045 Tesson Ferry Road, St. Louis, MO 63128
- New England Life Insurance Company  
501 Boylston Street, Boston, MA 02116 3700
- General American Life Insurance Company  
13045 Tesson Ferry Road, St. Louis, MO 63128
- MetLife Investors USA Insurance Company  
222 Delaware Avenue, Suite 900, PO Box 25130, Wilmington, DE 19899

The Company indicated above is referred to as "the Company".

**SECTION 1 Proposed Insured(s)**

\*If less than 3 years, add prior residence address in Additional Information Section, Page 13.

**1. PROPOSED INSURED #1**

Name Derek Brice Moore  
 Street 141 A Silverlake Drive  
 City Rahoboth State DE Zip 19971  
 Years at this address\* 2 SSN/Tax ID 222-62-9839  
 Home Phone Number (302) 245-0666 Best time to call: FROM 9  
 Work Phone Number (302) 227-7038  Daytime  Evening TO 4  
 Cell Phone Number (302) 245-0666 Best number to call:  Home  Work  Cell  
 Driver's License Number 1214888 State DE  
 License Issue Date 5/12/05 License Expiration Date 3/4/07  
 Marital Status  Single  Married  Separated  Divorced  Widowed  
 Date of Birth 3 4 81 State/Country of Birth USA/DE  
 Sex  Male  Female Net Worth \$ 4,000,000  
 Annual Earned Income \$ 100K Annual Unearned Income \$ \_\_\_\_\_  
 Employer's Name MBM Construction LLC  
 Street 141 A Silverlake Drive  
 City Rahoboth State DE Zip 19971  
 Position/Title/Duties joint owner Length of Employment 2yrs

**NOTE:**  
P.O. Box numbers CANNOT be accepted for street addresses.

If address is same as Proposed Insured #1, write "SAME".

**ADDITIONAL INSUREDS:**  
See Supplemental Forms Package.

**2. PROPOSED INSURED #2**

Life 2, Spouse, Designated Life, Person to be covered under Applicant's Waiver of Premium Benefit

Relationship to Proposed Insured #1

Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Years at this address\* \_\_\_\_\_ SSN/Tax ID \_\_\_\_\_  
 Home Phone Number ( ) \_\_\_\_\_ Best time to call:  
 Work Phone Number ( ) \_\_\_\_\_  Daytime  Evening  
 Cell Phone Number ( ) \_\_\_\_\_ Best number to call:  Home  Work  Cell  
 Driver's License Number \_\_\_\_\_ State \_\_\_\_\_  
 Issue Date \_\_\_\_\_ Expiration Date \_\_\_\_\_  
 Marital Status  Single  Married  Separated  Divorced  Widowed  
 Date of Birth \_\_\_\_\_ State/Country of Birth \_\_\_\_\_  
 Sex  Male  Female Net Worth \$ \_\_\_\_\_  
 Annual Earned Income \$ \_\_\_\_\_ Annual Unearned Income \$ \_\_\_\_\_  
 Employer's Name \_\_\_\_\_  
 Street \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Position/Title/Duties \_\_\_\_\_ Length of Employment \_\_\_\_\_



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If more space is needed, please use the Additional Information Section, Page 13.

**SECTION 1  
Proposed  
Insured(s)**

(continued)

**3. DEPENDENT SPOUSE or MINOR**

**A.** Are any persons to be insured a dependent spouse?  YES  NO

**IF YES,** please provide:

Amount of **existing** insurance on spouse of Proposed Insured \$ \_\_\_\_\_

Amount of insurance **applied for** on spouse of Proposed Insured \$ \_\_\_\_\_

**B. 1.** Are any persons to be insured a dependent minor?  YES  NO

**IF YES,** please provide:

Amount of **existing** insurance on father/guardian \$ \_\_\_\_\_

Amount of insurance **applied for** on father/guardian \$ \_\_\_\_\_

Amount of **existing** insurance on mother/guardian \$ \_\_\_\_\_

Amount of insurance **applied for** on mother/guardian \$ \_\_\_\_\_

**2.** Are all siblings of this dependent minor equally insured?  YES  NO

**IF NO,** please provide details:

**SECTION 2  
Existing or  
Applied For  
Insurance**

**IF YES**  
Some states require the completion of an additional form. See instructions on the cover of the Replacement Forms Package.

**1. EXISTING or APPLIED FOR INSURANCE**

**A.** Do any of the Proposed Insureds or Owners have any existing or applied for life insurance (L) or annuity (A) contracts with this or any other company?  YES  NO

Proposed Insured  YES  NO  
Owner  YES  NO

**IF YES,** provide details on Proposed Insured only:

Proposed Insured (#1, #2, other)	Company	Type (L, A)	Amount of Insurance	Year of Issue	Accidental Death Amount	Existing or Applied for
owner	NEF	L	5mil			<input checked="" type="checkbox"/> E <input checked="" type="checkbox"/> A
owner	NEF	L	5mil			<input checked="" type="checkbox"/> E <input checked="" type="checkbox"/> A
						<input type="checkbox"/> E <input type="checkbox"/> A
						<input type="checkbox"/> E <input type="checkbox"/> A
						<input type="checkbox"/> E <input type="checkbox"/> A

**B.** Do any of the Proposed Insureds have any application for disability insurance (D) or critical illness insurance (C) or long term care insurance (LTC) applied for or planned with **THIS** Company or its affiliates?  YES  NO

**IF YES,** provide: Proposed Insured(#1, #2, other) \_\_\_\_\_ Type (D,C,LTC) \_\_\_\_\_

**2. REPLACEMENT**

**A.** In connection with this application, has there been, or will there be with this or any other company any: surrender transaction; loan; withdrawal; lapse; reduction or redirection of premium/consideration; or change transaction (except conversions) involving an annuity or other life insurance?  YES  NO

**IF YES,** complete Replacement Questionnaire and Disclosure **AND** any other state required replacement forms.

**B.** Is this an exchange under Internal Revenue code section 1035?  YES  NO

**IF YES,** complete the 1035 Exchange Authorization **for each affected policy.**

Applicable replacement and 1035 exchange forms can be found in Replacement Forms Package.



If more space is needed, please use the Additional Information Section, Page 13.

3

**SECTION 3  
Owner**

**IDENTITY of PRIMARY OWNER (Check one.)**

- Proposed Insured #1 Complete Question 1 ONLY.
- Proposed Insured #2 Complete Question 1 ONLY.
- Other Person Complete Questions 1 and 2.
- Entity Complete Question 3 ONLY.

*see joint owner*

**If U.S. Driver's License already provided, no further information is required.**

**1. OWNER IDENTIFICATION**

- U.S. Driver's License already provided on page 1 (Proposed Insured)
  - U.S. Driver's License  Green Card  Passport  Other \_\_\_\_\_
- Issuer of ID Virginia ID Issue Date 1/14/03  
 ID Reference Number 2224653 ID Expiration Date 2/28/07

**NOTE:**  
P.O. Box numbers **CANNOT** be accepted for street addresses.

**2. OWNER other than PROPOSED INSURED(S)**

Name Daria Lynn Moore  
 Street 12009 Talliesin Place Unit 33  
 City Reston State VA Zip 20190  
 Phone Number (703) 304-7115  
 Citizenship USA Country of Permanent Residence USA  
 Date of Birth 2/22/71 SSN/Tax ID 222-46-5344  
 Relationship to Proposed Insured(s) Sibling  
 Employer's Name National Confectioners Assoc  
 Street 8320 Old Courthouse Rd Suite 300  
 City Vienna State VA Zip 22180  
 Position/Title/Duties Exhibits Mgr Length of Employment 3  
 Check if you wish ownership to revert to Insured upon Owner and Contingent Owner's death.

**IF CUSTODIAN**  
is acting on behalf of a minor under UTMA/UGMA, please complete Additional Owner Form in Supplemental Forms package.

**3. ENTITY/TRUST AS OWNER**

Entity/Trust Type:  C Corporation  S Corporation  LLC  
 Partnership  Sole Proprietorship  Trust

Tax ID Number \_\_\_\_\_ Date of Trust \_\_\_\_\_

Name of Entity/Trust \_\_\_\_\_

Name of Trustee(s) \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Proposed Insured(s) Relationship to Entity \_\_\_\_\_

Nature of Business \_\_\_\_\_ Business Phone \_\_\_\_\_

Is entity publicly traded?  YES  NO

**IF TRUST**  
Complete Trust Certification form in Supplemental Forms Package.

**IF BUSINESS**  
Complete Business Supplement form in Supplemental Forms Package.

**IF NO**, please supply one of the following documents: (Indicate which one you are supplying.)

- Articles of Incorporation/Government Issued Business License
- LLC Operating Agreement
- Partnership Agreement
- Government Issued Certificate of Good Standing



4

If more space is needed, please use the Additional Information Section, Page 13.

**SECTION 4  
Beneficiary(ies)**

**NOTE:** Federal law states if you leave someone with special needs any assets over \$2,000, they may lose eligibility for most government benefits.

**Contingent Beneficiaries ONLY**

Check here if you want any and all living and future natural or adopted children of Proposed Insured #1 to be included as Contingent Beneficiaries. Name any living children as beneficiaries below.

Check here AND DO NOT COMPLETE if Primary Beneficiary is same as Trust or Entity Owner.

PRIMARY

Name Daria Lyn Moore  
Street 12009 Taliesin Place Unit 33  
City Reston State VA Zip 20190  
Date of Birth 2-22-77 SSN/Tax ID 222-46-5344  
Relationship to Proposed Insured(s) sibling  
Percent of Proceeds 50% (Multiple Beneficiaries will receive an equal percentage of proceeds unless otherwise instructed.)

If there is a court appointed legal Guardian for Beneficiary, provide name and address in Additional information Section, Page 13.

PRIMARY  CONTINGENT

Name Danae Kelli Banning  
Street 32 Celestial Way North Star Chale  
City Newark State DE Zip 19711  
Date of Birth 3-9-73 SSN/Tax ID 222-46-5323  
Relationship to Proposed Insured(s) sibling  
Percent of Proceeds 50% (Multiple Beneficiaries will receive an equal percentage of proceeds unless otherwise instructed.)

PRIMARY  CONTINGENT

Name \_\_\_\_\_  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Date of Birth \_\_\_\_\_ SSN/Tax ID \_\_\_\_\_  
Relationship to Proposed Insured(s) \_\_\_\_\_  
Percent of Proceeds \_\_\_\_\_ (Multiple Beneficiaries will receive an equal percentage of proceeds unless otherwise instructed.)

**SECTION 5  
Custodian acting for Minor Beneficiary(ies)**

Custodian's name \_\_\_\_\_  
as custodian for \_\_\_\_\_  
under the \_\_\_\_\_ Uniform Transfers [or Gifts] to Minors Act.  
Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Relationship to Minor(s) \_\_\_\_\_



If more space is needed, please use the Additional Information Section, Page 13. **5**

**SECTION 6  
Information  
Regarding  
Insurance  
Applied for**

\*Complete these forms, if applicable:  
•ADBR  
•Enricher/Equity Additions  
•Group Conversion  
•GSPO+  
These forms can be found in the Supplemental Forms Package.

**1. PRODUCT & FACE AMOUNT**

Product Name VUL  
Face Amount \$ 5 million (Complete Personal Financial Supplement if \$1,000,000 or more)

- Group Conversion\*
- Optional Benefits and Riders:
  - Guaranteed Survivor Plus Purchase Options (GSPO+)\*  
Option Period(s): \_\_\_\_\_ \$ \_\_\_\_\_
  - Guaranteed Survivor Income Benefit (GSIB)
  - Term Rider Specify: \_\_\_\_\_ \$ \_\_\_\_\_
  - Life Guaranteed Purchase Option (LGPO)
  - Acceleration of Death Benefit Rider (ADBR)\*
  - Enricher Options (PAIR/VABR)\* Specify: \_\_\_\_\_ \$ \_\_\_\_\_
  - Long Term Care Guaranteed Purchase Option (LTC-GPO)
  - Disability Waiver (DW) Specify: \_\_\_\_\_ \$ \_\_\_\_\_
- Other \_\_\_\_\_

Special Requests/Other:  
 Save Age       Specific Policy Date \_\_\_\_\_  
 Other \_\_\_\_\_

Check here if  alternate **OR**  additional policy is requested and provide full details below. Include **SIGNED & DATED** illustration for each policy requested.

**2. ADDITIONAL INFORMATION for WHOLE LIFE PRODUCTS**

Do you request automatic payment of premium in default by Policy Loan (for traditional plans), if available?  YES  NO

- Dividend Options:
- Paid-up Additions       VAI Equity Additions\*     Premium Reduction
  - Cash                       Accumulations/DWI
  - Other \_\_\_\_\_

**3. ADDITIONAL INFORMATION for UNIVERSAL LIFE/VARIABLE LIFE PRODUCTS**

Planned Premium Amount: Year 1 \$ \_\_\_\_\_ Excess/Lump Sum \$ \_\_\_\_\_

Duration of premium payments \_\_\_\_\_

Planned annual unscheduled payment (if applicable): \$ \_\_\_\_\_

Renewal Premium (if applicable): \$ \_\_\_\_\_

Death Benefit Option/Contract Type \_\_\_\_\_

Definition of Life Insurance Test:  Guideline Premium Test  Cash Value Accumulation Test (if available under policy applied for)

Guaranteed to age: (VUL only)  65  75  85  5 years  Other \_\_\_\_\_

**4. ADDITIONAL INFORMATION for QUALIFIED PLANS**

Qualified/Non-Qualified Plan number \_\_\_\_\_

For Variable Life, also complete Variable Life Supplement.



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If more space is needed, please use the Additional Information Section, Page 13.

**SECTION 7  
Payment  
Information**

If **Monthly Electronic Payment** is chosen, complete Electronic Payment Account Agreement.

**NOTE:**  
It is Company Policy to not accept cash, traveler's checks, or money orders as a form of payment for Variable Life Products.

**1. PAYMENT MODE** *(Check one.)*

Direct Bill:  Annual  Semi-Annual  Quarterly  
 Electronic Payment:  Monthly  
 Special Account:  Government Allotment  Salary Deduction  
 Additional Details: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**2. SOURCE of CURRENT and FUTURE PAYMENTS** *(Check all that apply.)*

Earned Income  Mutual Fund/Brokerage Account  Money Market Fund  Savings  
 Use of Values in another Life Insurance/Annuity Contract  Certificate of Deposit  
 Loans  Other \_\_\_\_\_

**3. PAYMENT**

Amount collected with application \$ \_\_\_\_\_  
*(Must equal at least one monthly premium.)*

Premium Payor:  
 Proposed Insured #1  Proposed Insured #2  Primary Owner

Other  
 Name JA Moore Development.  
 Relationship to Proposed Insured(s) and Owner Family Business  
 Reason this person is the Payor father estate planning

**4. BILLING ADDRESS INFORMATION**

Proposed Insured #1 Address  Proposed Insured #2 Address  
 Primary Owner's Address  
 Other Premium Payor's/Alternate Billing Address *(Provide details here.)*  
 Street 141 A. Silverlake Drive  
 City Renobeth State DC Zip 19971  
 Special Arrangements \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**E-Mail  
Addresses**  
*(optional)*

Proposed Insured #1 \_\_\_\_\_  
 Proposed Insured #2 \_\_\_\_\_  
 Primary Owner \_\_\_\_\_  
 Joint/Contingent Owner \_\_\_\_\_



If more space is needed, please use the Additional Information Section, Page 13. **7**

**SECTION 8  
General Risk  
Questions**

If you need more space, please use the Additional Information Section, Page 13.

The following questions are to be answered for **ALL** persons to be insured, including those covered by any riders applied for.

**1.** Within the past three years has **ANY** person to be insured flown in a plane other than as a passenger on a scheduled airline or have plans for such activity within the next year?  YES  NO

**IF YES**, complete a separate Aviation Supplement for each applicable Proposed Insured.

**2.** Within the past three years has **ANY** person to be insured participated in or intend to participate in **any** of the following:  
Underwater sports - (SCUBA diving, skin diving, or similar activities);  
Sky sports - (skydiving, hang gliding, parachuting, ballooning or similar activities);  
Racing sports - (motorcycle, auto, motor boat or similar activities);  
Rock or mountain climbing or similar activities;  
Bungee jumping or similar activities?  YES  NO

**IF YES**, complete a separate Avocation Supplement for each applicable Proposed Insured.

**3.** Within the **past two years** has **ANY** person to be insured **traveled** or **resided** outside the U.S. or Canada?  YES  NO

**IF YES**, for each occurrence, please provide Proposed Insured, duration, country and purpose.

**4.** Within the **next two years** does **ANY** person to be insured **intend to travel** or **reside** outside the U.S. or Canada?  YES  NO

**IF YES**, for each occurrence, please provide Proposed Insured, duration, country and purpose.

*Caribbean - pleasure 4 days Feb 2-6 2006*

**5. CITIZENSHIP/RESIDENCY**

**A.** Are all persons to be insured U.S. Citizens?  YES  NO

**IF NO**, please provide details:

Proposed Insured(s) \_\_\_\_\_ Country of Citizenship \_\_\_\_\_

Visa Type/ID \_\_\_\_\_ Visa Number \_\_\_\_\_

Expiration Date \_\_\_\_\_ Length of Time in U.S. \_\_\_\_\_

Check here if currently applying for a Social Security number.

**B.** Are all persons to be insured permanent residents of the United States?  YES  NO

**IF NO**, please provide details:

Proposed Insured(s) \_\_\_\_\_

Country of Residence \_\_\_\_\_



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If more space is needed, please use the Additional Information Section, Page 13.

**SECTION 8  
General Risk  
Questions**

(continued)

If you need more space, please use the Additional Information Section, Page 13.

The following questions are to be answered for **ALL** persons to be insured, including those covered by any riders applied for.

6. In the last five years, has **ANY** person to be insured used tobacco products (e.g., cigarettes; cigars; pipes; smokeless tobacco; chew; etc.) or nicotine substitutes (e.g., patch, gum)?  YES  NO

IF YES, please provide details:

Proposed Insured(s) \_\_\_\_\_ Date Last Used 6/04

Type cigarettes

Amount/Frequency \_\_\_\_\_

7. Has **ANY** person to be insured: **EVER** had a driver's license suspended or revoked; **EVER** been convicted of DUI or DWI; or had, in the last five years, any moving violations?  YES  NO

IF YES, please provide Proposed Insured, date and violation.

Proposed Insured(s) \_\_\_\_\_

Details: speeding? can't recall date

8. Has any person to be insured **EVER** had an application for life, disability income or health insurance declined, postponed, rated or modified or required an extra premium?  YES  NO

IF YES, please provide details:

Proposed Insured(s) \_\_\_\_\_

Details: \_\_\_\_\_

9. Are all persons to be insured: actively at work; or a homemaker performing regular household duties, or a student attending school regularly?  YES  NO

IF NO, please provide details:

Proposed Insured(s) \_\_\_\_\_

Details: \_\_\_\_\_

Please answer these questions **only if requesting the Long Term Care Guaranteed Purchase Option Rider.**

**10. LONG TERM CARE GUARANTEED PURCHASE OPTION RIDER**

A. Does any person to be insured under this rider currently use any mechanical equipment such as: a walker; a wheelchair; long leg braces; or crutches?  YES  NO

IF YES, please note which and the reason.

Proposed Insured(s) \_\_\_\_\_

B. Does any person to be insured under this rider need any assistance or supervision with any of the following activities: bathing; dressing; walking; moving in/out of a chair or bed; toileting; continence; or taking medication?  YES  NO

Proposed Insured(s) \_\_\_\_\_





**PART II**

If more space is needed, please use the Additional Information Section, Page 13. **9**

**SECTION 1  
Physician  
Information**

**PLEASE NOTE:**  
If FULL PARAMEDICAL  
exam is required,  
completion of Medical  
questions is **OPTIONAL**  
but will expedite  
your application.

**1. PHYSICIAN**

Please provide name of doctor, practitioner, or health care facility who can provide the most complete and up to date information concerning the present health of the Proposed Insured(s).

**Physician Information for Proposed Insured #1**

Check here if no doctor, practitioner or health care facility is known.

Physician Name Dr. J. Groll Phone Number (302) 645-2353

Name of Practice/Clinic \_\_\_\_\_ Fax Number (\_\_\_\_)

Street \_\_\_\_\_

City Lewes State DE Zip 19958

Date Last Consulted 9/05 Reason COLO.

Findings, treatment given, medication prescribed. If None, check here .

amoxicillin

**Physician Information  Proposed Insured #1  Proposed Insured #2**

Check here if no doctor, practitioner or health care facility is known.

Physician Name \_\_\_\_\_ Phone Number (\_\_\_\_)

Name of Practice/Clinic \_\_\_\_\_ Fax Number (\_\_\_\_)

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date Last Consulted \_\_\_\_\_ Reason \_\_\_\_\_

Findings, treatment given, medication prescribed. If None, check here .

**SECTION 2  
Medical  
Questions**

**1. HEIGHT/WEIGHT**

Proposed Insured #1 Height 5' 10" Weight 180

Proposed Insured #2 Height \_\_\_\_\_ Weight \_\_\_\_\_

Has any Proposed Insured experienced a change in weight (greater than 10 pounds) in the past 12 months?

YES  NO

**IF YES, specify:**

Proposed Insured #1 Pounds lost \_\_\_\_\_ Pounds gained \_\_\_\_\_

Proposed Insured #2 Pounds lost \_\_\_\_\_ Pounds gained \_\_\_\_\_

Reason \_\_\_\_\_



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If more space is needed, please use the Additional Information Section, Page 13.

**SECTION 2  
Medical  
Questions**

(continued)

**PLEASE NOTE:**  
If FULL PARAMEDICAL exam is required, completion of Medical questions is **OPTIONAL** but will expedite your application.

2. Has a parent (P) or sibling (S) of any person to be insured ever had: heart disease; coronary artery disease; high blood pressure; diabetes; or mental illness?  **YES**  **NO**

IF YES, indicate below:

Proposed Insured (#1, #2)	Relationship to Proposed Insured	Age if Living	Age at Death	State of Health, Specific Conditions, Cause of Death
1	<input checked="" type="checkbox"/> P <input type="checkbox"/> S	LOO		HBP possible
	<input type="checkbox"/> P <input type="checkbox"/> S			
	<input type="checkbox"/> P <input type="checkbox"/> S			
	<input type="checkbox"/> P <input type="checkbox"/> S			

3. Has **ANY** person to be insured **EVER** received treatment, attention, or advice from any physician, practitioner or health facility for, or been told by any physician, practitioner or health facility that he/she had:

	Proposed Insured #1		Proposed Insured #2		Other Proposed Insured	
	YES	NO	YES	NO	YES	NO
A. High blood pressure; chest pain; heart attack; or any other disease or disorder of the heart or circulatory system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Asthma; bronchitis; emphysema; sleep apnea; shortness of breath; or any other disease or disorder of the lungs or respiratory system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Seizures; stroke; paralysis; Alzheimer's disease; multiple sclerosis; memory loss; Parkinson's disease; progressive neurological disorder; headaches; or any other disease or disorder of the brain or nervous system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Details:** If you answered **YES** to any of the above questions, please provide details here.

Question Number	Proposed Insured Name	Name of Physician Address if not already provided	Date/Duration of Illness	Diagnosis/Severity Medications/Treatment





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If more space is needed, please use the Additional Information Section, Page 13.

**SECTION 2  
Medical  
Questions**

(continued)

**PLEASE NOTE:**  
If FULL PARAMEDICAL  
exam is required,  
completion of Medical  
questions is **OPTIONAL**  
but will expedite  
your application.

4. Has **ANY** person to be insured:

	Proposed Insured #1		Proposed Insured #2		Other Proposed Insured	
	YES	NO	YES	NO	YES	NO
<b>A.</b> Currently, or within the past six months, been under observation or received treatment or taken any medication? (including over-the-counter medications, vitamins, herbal supplements, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>B.</b> For the next six months, scheduled any doctor's visits, medical care, or surgery?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>C.</b> During the past five years, had a: checkup; electrocardiogram; chest x-ray; or medical test?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>D.</b> During the past five years, had any illness, injury or health condition not revealed above; or have been recommended to have any: hospitalization; surgery; medical test; or medication?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>E. EVER</b> been diagnosed with or treated by a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>F. EVER</b> tested positive for the AIDS Human Immunodeficiency Virus (HIV) or for antibodies to the AIDS (HIV) virus?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>G. EVER</b> used heroin, cocaine, barbituates, or other drugs, except as prescribed by a physician or other licensed practitioner?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>H. EVER</b> received treatment from a physician or counselor regarding the use of alcohol, or the use of drugs, except for medicinal purposes; or received treatment or advice from an organization that assists those who have an alcohol or drug problem?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Details:** if you answered **YES** to any of the above questions, please provide details here.

Question Number	Proposed Insured Name	Name of Physician Address if not already provided	Date/Duration of Illness	Diagnosis/Severity Medications/Treatment
4A			5/05	Arrox
4B		Dr. Carol Ortho - Lewes/DE	10/05	knee/leg pain Flu to 4/05
4D		Dr. Sabrugh Lewes DE	5/04	Varicella
4H		took class due to underage drinking	1997	



**Additional Information**

Use this page for any additional information.  
Attach a separate sheet if necessary.

139 A Silverlake Dr  
Rehoboth

Joint Owner

Owner Info:

Name: Dance Kelli Banning

Address: 32 Central Way North Star Chase  
Newark, DE 19711

SSN: 222-46-5325

Phone: 302-893-4248

DOB: 3-9-1973

Citizenship: USA

Relationship: sister

Employer: Boys + Girls Club of DE

Address: 669 South Union St

Wilmington DE 19805

Position: Director of marketing yrs: 3 yrs



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**Certification/  
Agreement/  
Disclosure**

**Certification Regarding Sales Illustration** Agent must check the appropriate statement below.

- Agent certifies that a signed illustration is **not required** by law or the policy applied for is not illustrated in this state.
- An illustration was signed and **matches the policy applied for**. It is included with this application.
- An illustration was shown or provided but is **different from the policy applied for**. An illustration conforming to the policy as issued will be provided no later than at the time of policy delivery.
- No illustration conforming to the policy** as applied for was shown or provided prior to or at the time of this application. An illustration conforming to the policy as issued will be provided no later than at the time of policy delivery.
- If illustration was **only shown on a computer screen**, check and complete details below.

An illustration was displayed on a computer screen. The displayed illustration **matches the policy applied for** but no printed copy of the illustration was provided. An illustration conforming to the policy as issued will be provided no later than at the time of policy delivery. The illustration on the screen included the following personal and policy information:

- 1. Gender (as illustrated)  M  F  Unisex Age \_\_\_\_\_
- 2. Rating class (e.g. standard, smoker)  Preferred  Standard  Non-smoker  Smoker  
 Other \_\_\_\_\_
- 3 Type of policy (e.g. L-98, Whole Life) \_\_\_\_\_
- 4. Initial Death Benefit \$ \_\_\_\_\_ Death Benefit Option \_\_\_\_\_
- 5. Guaranteed Minimum Death Benefit  age 55  age 65  age 75  age 85  5 years
- 6. Dividend Option \_\_\_\_\_
- 7. Riders \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

**Fraud Warnings**

**Arkansas, Kentucky, Louisiana, New Mexico, Ohio, Oklahoma**

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

**Washington D.C., Tennessee, Virginia**

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

**Agreement/Disclosure**

**I have read this application for life insurance including any amendments and supplements and to the best of my knowledge and belief, all statements are true and complete. I also agree that:**

- My statements in this application and any amendment(s), paramedical/medical exam and supplement(s) are the basis of any policy issued.
- This application and any; amendment(s); paramedical/medical exam; and supplement(s) to this application, will be attached to and become part of the new policy.
- No information will be deemed to have been given to the Company unless it is stated in this application and paramedical/medical exam, and any supplement(s).
- Only the Company's President, Secretary or Vice-President may: (a) make or change any contract of insurance; (b) make a binding promise about insurance; or (c) change or waive any term of an application, receipt, or policy.
- Except as stated in the Temporary Insurance Agreement and Receipt, no insurance will take effect until a policy is delivered to the Owner and the full first premium due is paid. It will only take effect at the time it is delivered if: (a) the condition of health of each person to be insured is the same as stated in the application; and (b) no person to be insured has received any medical advice or treatment from a medical practitioner since the date of the application.



**Certification/  
Agreement/  
Disclosure**

(continued)

- I understand that paying my insurance premiums more frequently than annually may result in a higher yearly out-of-pocket cost or different cash values.
- If I intend to replace existing insurance or annuities, I have so indicated in Section 2, Question 2 of this application.
- I have received the Company's Consumer Privacy Notice and, as required, the Life Insurance Buyer's Guide.
- If I was required to sign an HIV Informed Consent Authorization, I have received a copy of that Authorization.

**Taxpayer Identification Number Certification**

Under penalties of perjury, I, the Owner, certify that:

The number shown in this application is my correct taxpayer identification number, and I am not subject to backup withholding because:

- (a) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; **OR**
- (b) the IRS has notified me that I am not subject to backup withholding. (If you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return, you must cross out and initial this item.)

I am a U.S. citizen or a U.S. resident alien for tax purposes.

(If you are not a U.S. citizen or a U.S. resident alien for tax purposes, please cross out this certification and complete form W-8BEN).

**Please note:** The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

**SIGNATURES:**

If not witnessing all signatures, Witness should sign next to the signature being witnessed.



Signed at City, State Rehoboth, DE Date 12-23-05

**Proposed Insured #1** [Signature]  
(age 15 or over)



Signed at City, State \_\_\_\_\_ Date \_\_\_\_\_

**Proposed Insured #2** \_\_\_\_\_  
(age 15 or over)



Signed at City, State Rehoboth, DE Date 12-24-05

**Owner** [Signature] [Signature]  
(If other than Proposed Insured)  
(If age 15 or over) If the Owner is a firm or corporation, include Officer's title with signature.



Signed at City, State \_\_\_\_\_ Date \_\_\_\_\_

**Parent or Guardian** \_\_\_\_\_  
(If Owner or Proposed Insured(s) is/are under 18, sign here if not signed above.)



Signed at City, State Rehoboth, DE Date 12-24-05

**Witness to Signatures** \_\_\_\_\_  
(Licensed Agent/Producer)

Please print Agent/Producer name \_\_\_\_\_



**PART II: Paramedical/Medical Exam**

Case/Policy No.:

- Metropolitan Life Insurance Company
- MetLife Investors Insurance Company
- New England Life Insurance Company
- Texas Life Insurance Company

- Metropolitan Tower Life Insurance Company
- Metropolitan Insurance and Annuity Company
- MetLife Investors USA Insurance Company
- General American Life Insurance Company

The Company indicated above is referred to as "the Company".  
For Texas Life, if medical examination is not required, questions are to be completed by Agent.

The spaces below are for answers of person to be examined only. Nothing but the answers of such person should be recorded.

1. Name of Proposed Insured: (Last, First, Middle) Moore, Derek B. Date of Birth: (Mo./Day/Year) 3-7-81

2. Tobacco Use, indicate date last smoked/used:  
 Cigarette: 3/25/04  Never NA  Never NA  Never NA  Never  
 Smokeless Tobacco: NA  Never NA  Never NA  Never  
 Amount/Frequency: Previously smoked 1/2 Box Cigarettes/Day Tobacco Never Used: Smoked Cigarettes  Yes  No

3. Who is the doctor, practitioner, or health care facility who can give us the most complete and up to date information concerning your present health? If "None", check .  
 Name, full address, and phone number: Dr. Jerry Groll, 34145 Kings St. Row (302) 675-2833  
 When was this doctor last consulted? Sept. 2004 (date) Why? SKIN rash (but misdiagnosed) both arms  
 What treatment was given or medication prescribed? If "None", check . Topical ointment (don't recall ointment name); ointment not effective.  
 Reason(s) findings, date of consultations past 5 years? Derek recently visited Dr. J. Groll 3X during the 5yr. period for minor incidences (e.g. colds.)

4. a) Height 5 ft. 10 in. b) Weight 179 lbs. c) Change in weight in past 12 months (give reason)  
 Pounds lost 0 Pounds gained 0 Reason NA

5. Have you EVER received treatment, attention, or advice from any physician, practitioner or health facility for, or been told by any physician, practitioner or health facility that you had:

Details: List question number. Give details: dates; duration; diagnosis; treatment; and doctors' names and addresses.
a) High blood pressure; chest pain; heart attack; or any other disease or disorder of the heart or circulatory system? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b) Asthma; bronchitis; emphysema; sleep apnea; shortness of breath; or any other disease or disorder of the lungs or respiratory system? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
c) Seizures; stroke; paralysis; Alzheimer's disease; multiple sclerosis; Lou Gehrig's disease (ALS); memory loss; Parkinson's disease; progressive neurological disorder; headaches; dizziness; or any other disease or disorder of the brain or nervous system? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
d) Ulcers; colitis; hepatitis; cirrhosis; or any other disease or disorder of the liver, gallbladder, stomach, or intestines? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
e) Any disease or disorder of the kidney; bladder; prostate; reproductive organs; or breasts; sexually transmitted disease; sugar; albumin; blood or pus in the urine? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
f) Diabetes; thyroid disorder; or any other endocrine disorder? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g) Arthritis; gout; or disorder of the muscles, bones, or joints? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
h) Cancer; tumor; polyp; or cyst? Any disease or disorder of the skin? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

(3) Derek consulted Dr. Robert Masten, Dermatologist, 509 Lakeview Ave. Milford, DE 19963 (302) 422-4581. Dx: For skin rash was actually Pityriasis rosea. Rx: Cortison shot & topical cream.





Moore, Derek R.

Details (Continued):

Yes  No (3) RX - closed up.  
 Yes  No skin problem.  
 Yes  No (4) (5) shoulder surgery  
 Yes  No open backhart procedure  
6. Are you now, or within the last six months, under observation or taking medication or treatment? (Including over the counter medications, vitamins, herbal supplements, etc.)  Yes  No  
7. Do you have any doctor's visits, medical care, or surgery scheduled?  Yes  No  
8. Other than the above, during the past five years have you had any:  
a) Checkup; electrocardiogram; chest x-ray; or medical test?  Yes  No  
b) Illness; injury; or health condition not revealed above; or have been recommended to have any; treatment; hospitalization; surgery; medical test; or medication?  Yes  No  
9. Have you:  
a) ever been diagnosed or treated by a member of the medical profession as having Acquired Immune Deficiency Syndrome (AIDS) or AIDS related Complex (ARC)?  Yes  No  
b) ever tested positive for the AIDS (HIV) virus or for antibodies to the AIDS (HIV) virus?  Yes  No  
10. a) Have you ever used heroin, cocaine, barbiturates, or other drugs, except as prescribed by a physician or other licensed practitioner?  Yes  No  
b) Have you ever received treatment from a physician or counselor regarding the use of alcohol, or the use of drugs except for medicinal purposes; or received treatment or advice from an organization that assists those who have an alcohol or drug problem?  Yes  No  
11. Do you exercise?  Yes  No Type Biking, Running, Surfing How often? NA  
12. Are you now pregnant?  Yes  No If "Yes", estimated date of delivery? NA  
13. Has a parent or sibling of any person to be insured ever had: heart disease; coronary artery disease; high blood pressure; cancer; diabetes; or mental illness? (If Yes, indicate below.)  Yes  No

Relationship to Proposed Insured:	Age(s) if Living	Age(s) at Death	State of Health (Specific Conditions) or Cause of Death Attach additional sheet(s) if necessary.
<u>Sister</u>	<u>62 YO</u>		<u>Excellent Condition</u>
<u>Mother</u>	<u>57 YO</u>		<u>Excellent Condition</u>
<u>Sister</u>	<u>3 YO</u>		<u>Excellent Condition</u>
<u>Sister</u>	<u>20 YO</u>		<u>Excellent Condition</u>

14. a) Do you currently use any mechanical equipment such as a wheelchair, walker, long leg braces, or crutches?  Yes  No  
b) Do you need any assistance or supervision with the following activities: bathing, dressing, walking, moving in/out of a chair or bed, toileting, continence or taking medication?  Yes  No

I have read the answers to questions 2-14 before signing. They have been correctly written, as given by me, and are true and complete to the best of my knowledge and belief. There are no exceptions to any such answers other than as written.

Witness to Signature <u>Alex Creadie</u> <u>11-29-05</u>	City and State <u>Rehoboth, DE</u>	Mo./Day/Year <u>11/29/05</u>	Signature of Proposed Insured (Parent or Guardian if under 18) <u>Derek R. Moore</u>
--	---------------------------------------	---------------------------------	--



**Variable Life Supplement**

Proposed Insured: Deret Moore

**Metropolitan Life Insurance Company**

This supplement will be attached to and become part of the application with which it is used.

**Important Information for the Owner - Please Read Carefully**

Variable Life Insurance is generally not appropriate for time horizons of less than 10 years. These products are long-term investments that may have significant short term surrender charges. Variable Life Insurance is designed to provide death benefit protection while offering the potential for long-term cash accumulation and may not be appropriate in situations where a significant liquidation of assets in the near future is expected.

**THE DEATH BENEFIT MAY BE VARIABLE OR FIXED UNDER SPECIFIED CONDITIONS.**

**THE CASH VALUE MAY INCREASE OR DECREASE, EVEN TO THE EXTENT OF BEING REDUCED TO ZERO, IN ACCORDANCE WITH SEPARATE ACCOUNT INVESTMENT EXPERIENCE.**

**THE COST OF INSURANCE RATES FOR THIS POLICY MAY CHANGE. THE RATES CURRENTLY BEING CHARGED ARE NOT GUARANTEED, AND THE COMPANY MAY CHARGE THE FULL MAXIMUM GUARANTEED RATES.**

**ILLUSTRATIONS OF BENEFITS, INCLUDING DEATH BENEFITS AND CASH VALUES, ARE AVAILABLE UPON REQUEST.**

**Owner's Information**

Tax bracket 40 % Liquid Net Worth \$ 2,500,000  
*(Exclude personal residence, automobiles & home furnishings.)*

Prior Investment Experience (Choose all that apply and indicate your years of experience.)

- Certificate of Deposit \_\_\_\_\_ years
- Stocks \_\_\_\_\_ years
- Mutual Funds \_\_\_\_\_ years
- Money Markets \_\_\_\_\_ years
- Bonds \_\_\_\_\_ years
- Other \_\_\_\_\_ years

Is Owner(s) an associated person of a broker dealer?  YES  NO

**Investment Objective and Risk Tolerance**

**Investment Objective**

Indicate the investment objective for your policy's funding options.

- Capital Preservation
- Income
- Growth & Income
- Growth
- Aggressive Growth

**Risk Tolerance**

Have you completed the Asset Allocation Questionnaire?  YES  NO  
**IF YES**, please submit with application.

Indicate risk tolerance below. (Choose only one) Be sure it supports the investment objective and your risk tolerance for this policy.

- Conservative
- Conservative to Moderate
- Moderate
- Moderate to Aggressive
- Aggressive

Capital Preservation  
Income  
Growth & Income  
Growth  
Aggressive Growth

Seeks income and stability with minimal risk.  
Seeks current income over time.  
Seeks capital appreciation over long term combined with current dividend income.  
Seeks capital appreciation over long term.  
Seeks maximum capital appreciation over time by investing in speculative and/or higher risk securities.

Continued



**Optional Automated Investment Strategies**

**PAGE 2**  
(continued)

You may select **ONLY ONE** of the following:

If you are **NOT** electing any Automated Investment Strategies, please proceed to the Investment Allocation Section on the next page.

**Index Selector**

No other funding options can be selected when using this strategy.

Check only **ONE** of the categories below. MetLife will allocate 100% of your net premium based on the current allocation for the Index Selector Model you choose.

- Conservative
- Conservative to Moderate
- Moderate
- Moderate to Aggressive
- Aggressive

I understand that MetLife will allocate my initial net payment and future net premiums based on the current allocation of the Index Selector Model I select, which my representative has shown me, for as long as I remain in this model. I accept this current allocation and understand it may change at any time (after MetLife notifies me about the change). MetLife will rebalance the amount in the Index Divisions and the Fixed Account each calendar quarter to match the applicable allocation percentages for that model.

**Equity Generator**

A percent of premium must be allocated to the Fixed Account when this option is chosen.

Automatically transfers the current month's earnings from the Fixed Account into one of the following funding options each monthly anniversary.

Please indicate the funding option into which the transfers are to be made:

- MetLife Stock Index Portfolio
- BlackRock Aggressive Growth Portfolio

**Equalizer**

A percent of premium must be allocated to the Fixed Account when this option is chosen.

Automatically rebalances the cash value in the Fixed Account and the funding option chosen below to a 50/50 split each calendar quarter.

Please indicate the funding option to be used for the Equalizer option:

- MetLife Stock Index Portfolio
- BlackRock Aggressive Growth Portfolio

**Rebalancer**

Automatically rebalances the cash values in the funding options in the same proportion that the net premiums are then being allocated. Rebalancing occurs each calendar quarter.

**Allocator**

A percent of premium must be allocated to the Fixed Account when this option is chosen.

Automatically transfers a set amount of money from the Fixed Account to any number of available funding options on each monthly anniversary. (Value of Fixed Account must be sufficient to ensure a minimum of three (3) consecutive monthly transfers.)

Please choose one of the following transfer options. Indicate the destination funding options and the dollar amount to be transferred to each in the Allocator column on the next page.

- Transfer \$ \_\_\_\_\_ per month until the Fixed Account is depleted.
- Transfer \$ \_\_\_\_\_ per month for \_\_\_\_\_ months.
- Transfer a total of \$ \_\_\_\_\_ over \_\_\_\_\_ months in equal installments.

The Allocator is a form of dollar cost averaging. Dollar cost averaging does not assure a profit or protect against a loss in declining markets. It involves continuous investment in securities regardless of fluctuation in price levels. An investor should consider his/her ability to continue purchases in periods of low price levels.

Continued



<b>Investment Allocation</b>		<b>PAGE 3</b> <i>(continued)</i>	
Please select funding options that are appropriate for the RISK TOLERANCE and INVESTMENT OBJECTIVE indicated on the first page of this form. Some funding options may be appropriate for more than one investment objective. For more complete information about a specific funding option, including charges and expenses, please read the prospectus carefully.			
	Indicate Initial Allocation in whole percentages; must equal 100%.		Use this column only if you have chosen the option on previous page.
Risk Level	Name	Initial Premium Allocation	Allocator
<b>Conservative</b>	Fixed Account Safamon Brothers U.S. Government Portfolio	_____ %	\$ _____ N/A
<b>Conservative to Moderate</b>	BlackRock Bond Income Portfolio Lehman Brothers® Aggregate Bond Index Portfolio PIMCO Total Return Portfolio	_____ <u>20</u> _____	_____
<b>Moderate</b>	Safamon Brothers Strategic Bond Opportunities Portfolio Lord Abbett Bond Debenture Portfolio BlackRock Diversified Portfolio MFS Total Return Portfolio Neuberger Berman Real Estate Portfolio	_____ <del>20</del> _____	_____
<b>Moderate to Aggressive</b>	American Funds Growth-Income Fund BlackRock Large Cap Value Portfolio Davis Venture Value Portfolio FJ Value Leaders Portfolio Harris Oakmark Large Cap Value Portfolio Harris Oakmark Focused Value Portfolio Neuberger Berman Mid Cap Value Portfolio BlackRock Investment Trust Portfolio MetLife Stock Index Portfolio MFS Investors Trust Portfolio BlackRock Strategic Value Portfolio FJ Mid Cap Opportunities Portfolio Met/AIM Mid Cap Core Equity Portfolio MetLife Mid Cap Stock Index Portfolio	_____ <u>15</u> _____ _____ <u>10</u> _____ _____ <u>10</u> _____ _____ <u>10</u> _____	_____
<b>Aggressive</b>	FJ International Stock Portfolio Harris Oakmark International Portfolio MFS Research International Portfolio Morgan Stanley EAFE® Index Portfolio Oppenheimer Global Equity Portfolio American Funds Growth Fund BlackRock Legacy Large Cap Growth Portfolio Janus Aggressive Growth Portfolio Jennison Growth Portfolio Oppenheimer Capital Appreciation Portfolio T. Rowe Price Large Cap Growth Portfolio BlackRock Aggressive Growth Portfolio Loomis Sayles Small Cap Portfolio Russell 2000® Index Portfolio T. Rowe Price Mid-Cap Growth Portfolio Franklin Templeton Small Cap Growth Portfolio Met/AIM Small Cap Growth Portfolio T. Rowe Price Small Cap Growth Portfolio American Funds Global Small Capitalization Fund RCM Global Technology Portfolio	_____ <u>10</u> _____ _____ <u>15</u> _____ _____ <u>10</u> _____	_____
<b>Other</b>	MetLife Conservative Allocation Portfolio MetLife Conservative to Moderate Allocation Portfolio MetLife Moderate Allocation Portfolio MetLife Moderate to Aggressive Allocation Portfolio MetLife Aggressive Allocation Portfolio	_____	_____

Write in any available funds not listed above.

*Continued*



**Other Important  
Owner  
Questions**

**PAGE 4**  
*(continued)*

1. I elect to have the monthly deduction from the cash values taken as follows:  
 From the Fixed Account only.  
 Proportionately from the funding options based on the cash value in each at the time of the deduction.

If you have chosen the Fixed Account, please note that if the Fixed Account has insufficient cash value to pay the monthly charges, these charges will be deducted proportionately from each funding option based on the cash value in each at the time of the deduction.

2. Have you received a prospectus for the policy applied for?  YES  NO  
IF YES, please indicate:

Date of prospectus: \_\_\_\_\_

Date of any prospectus supplement package: \_\_\_\_\_

3. Did your agent/producer review your financial situation, risk tolerance and investment objectives prior to completing this application?  YES  NO  
IF NO, please indicate on what basis this product was recommended?

4. Do you understand that:  
A. The amount and duration of the death benefit may increase or decrease depending on the policy's investment return, subject to any guarantees provided by the policy?  YES  NO

B. There is no guaranteed minimum cash value and the cash value may increase or decrease depending on the policy's investment return?  YES  NO

5. Do you believe that this policy and the funding options you have selected will meet your insurance needs and financial objectives?  YES  NO

6. If funding options selected do not reflect the risk tolerance on the first page of this form, please explain:



Amendment to Application for Insurance

Proposed Insured: DEREK B MOORE

No. 00Y151278

Date of Application: NOVEMBER 03, 2005

I agree to these changes which the Company has noted in the "Additions and Amendments" space of the Application.

#01 SECTION 6 : PLAN - ZENITH FLEXIBLE LIFE 2001

#03 SECTION 6 : PLANNED ANNUAL PREMIUM YEAR 1 & RENEWAL \$33,603.54  
DEATH BENEFIT OPTION A

#02 SECTION 2 MEDICAL : YES

-PAGE 1 OF VARIABLE LIFE SUPPLEMENT : INVESTMENT OBJECTIVE - GROWTH  
RISK TOLERANCE - MODERATE TO AGGRESSIVE

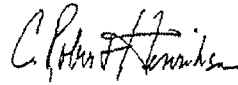
Date: \_\_\_\_\_

Proposed Insured (Parent, if Insured under age 15)

Date: \_\_\_\_\_

Applicant, if other than Proposed Insured

New England Life Insurance Company  
501 Boylston Street, Boston, Massachusetts



President



Secretary



---

Amendments and Endorsements (To be made only by the Company)

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---

Please notify the Company of any change in your name or address. The Company will communicate with you at your address on record with the Company.

New England Life  
Insurance Company  
501 Boylston Street  
Boston, Massachusetts 02117

**Flexible Premium Adjustable  
Variable Life Policy**

- The Death Proceeds are payable at the death of the Insured, if the Insured dies before the Maturity Date and the Policy is in force.
- The Net Cash Value, if any, is payable on the Maturity Date, if the Insured is still living and the Policy is in force.
- The Policy can be adjusted by increasing or decreasing the Face Amount.
- The amount and frequency of premium payments can be changed.
- The Policy does not share in dividends.



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Specialized Benefit Resources  
485-B Route One South, 4th Floor  
Iselin, NJ 08830

**MetLife®**

**Bryan J. Baccaro**  
Manager - Client Services

Registered Principal

(732) 602-4716  
(732) 602-6456 FAX  
bbaccaro@metlife.com

11/26/2007

Dear Mr. Moore,

Re: New England Policy # 01y203173

This letter is to inform you of the problem with the recent bill that we sent to you from our MetLife office on 11/10/2007. We have sent this bill in error. We currently show your policy to have been fully funded according to the original illustration.

I apologize for any problems this matter may have caused. We are currently correcting our system to note that no further bill will be sent, and no further premium will be received.

Once again, thank you for your understanding, and please feel free to contact me with any questions.



Bryan Baccaro  
Manager- Agency Distribution  
Registered Principal  
Specialized Benefit Resources  
Metropolitan Life Insurance Company  
485-B Route One South- 4th Floor  
Iselin, NJ 08830  
Phone: 732-602-4716  
Fax : 732-602-6456  
bbaccaro@metlife.com

Metropolitan Life Insurance Company(MLIC), New York, NY 10166. Securities offered by Met Life Securities, Inc. (MSI) (FINRA/SIPC). MLIC and MSI are affiliates.

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# **EXHIBIT G**

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BRANCH/AGENCY 75K 001 DETACH 000

**MetLife**  
MetLife Insurance Company USA

POLICY NUMBER: 216 002 437 USV

INSURED: DEREK B MOORE

## FLEXIBLE PREMIUM VARIABLE LIFE INSURANCE

### Non-Participating

Flexible Premiums are payable during the lifetime of the Insured to the Maturity Date. The coverage provided by the Policy may be continued beyond the Maturity Date. If the Insured dies while the Policy is in force, we will pay the Policy Proceeds to the Beneficiary. We must receive proof satisfactory to us of the Insured's death. Any payment will be subject to all of the provisions of the Policy.

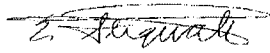
THE AMOUNT AND/OR DURATION OF THE DEATH BENEFIT MAY INCREASE OR DECREASE UNDER THE CONDITIONS DESCRIBED IN THE POLICY BENEFITS SECTION OF THE POLICY. THE POLICY'S CASH VALUE CAN VARY FROM DAY TO DAY. IT MAY INCREASE OR DECREASE, DEPENDING ON THE SEPARATE ACCOUNT INVESTMENT EXPERIENCE AND THE FIXED ACCOUNT INTEREST. SEE THE SEPARATE ACCOUNT CASH VALUE AND FIXED ACCOUNT CASH VALUE PROVISIONS FOR DETAILS.

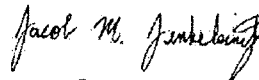
### RIGHT TO EXAMINE POLICY

Please read this Policy. You may return this Policy to us or to our representative through whom it was purchased within 10 days from the date you receive it. If you return it within this period, we will refund any premium paid and this Policy will be void from the start. If the Policy includes a Long-Term Care Accelerated Coverage Rider, please refer to the Right to Examine the Rider provision for return information.

This Policy is a legal contract between the Owner and MetLife Insurance Company USA. PLEASE READ YOUR CONTRACT CAREFULLY.

Signed for the Company at its Main Administrative Office, Warwick, RI 02887

  
President

  
Secretary

## ALPHABETIC GUIDE TO YOUR POLICY

Section		Section	
4	Addition, Deletion or Substitution of Investments	5	Loan and Loan Interest Repayments
3	Allocation of Net Amount at Risk	5	Loan Interest Charged
6	Allocation of Net Premiums	1	Maturity Date
3	Allocation of Partial Withdrawals	2	Maturity Benefit
7	Annual Report	11	Minimum Payments under Payment Options
8	Assignments	7	Misstatement of Age or Sex and Corrections
1	Attained Age	3	Monthly Cost of Insurance
3	Basis of Computation	3	Monthly Cost of Insurance Rates
8	Beneficiary	3	Monthly Coverage Expense Charge
3	Cash Surrender Value	3	Monthly Deduction
3	Cash Value	3	Monthly Policy Charge
3	Cash Value After the Maturity Date	3	Mortality and Expense Risk Charge
2	Change in Death Benefit Option	3	Net Amount at Risk
2	Change in Face Amount	3	Net Investment Factor
8	Change of Owner or Beneficiary	10	Other Frequencies and Options
9	Choice of Payment Options; Option Date	8	Owner
7	Claims of Creditors	3	Partial Withdrawals
7	Contract	9	Payee
3	Continuation of Insurance	9	Payment
2	Continuation of the Policy Beyond the Maturity Date	6	Payment of Premiums
7	Conversion Right	6	Percent of Premium Charge
2	Death Benefit Options	1	Planned First Year Lump Sum
9	Death of Payee	1	Planned Premium
2	Definition of Life Insurance	1	Planned Premium Due Date
1	Definitions	2	Policy Changes
1	Designated Office	1	Policy Date
8	Designation of Owner and Beneficiary	1	Policy Loan Balance
1	Excess Loan	2	Policy Proceeds
6	Federal Tax Charge	3	Postponement of Payments or Transfers
3	Fixed Account Cash Value	6	Premium Tax Charge
3	Fixed Account Cash Value Guaranteed Interest Rate	6	Reinstatement
3	Fixed Account Partial Withdrawals and Transfers	1	Requested Increase
6	Grace Period	8	Requests for Changes or Information
6	Guaranteed Minimum Death Benefit	4	Separate Account
7	Incontestability	3	Separate Account Cash Value
7	Illustration of Benefits	3	Separate Account Partial Withdrawals
1	Insured	10, 11	Single Life Income
4	Investment Divisions	10	Single Life Income – 10 Year Guaranteed Payment Period
1	Investment Start Date	7	Statements in Application
1	Issue Age	7	Suicide Exclusion
1	Issue Date	3	Surrender
10, 11	Joint and Survivor Life Income	3	Surrender Charge
9	Life Income Options	4	Transfers
9	Limitations	7	Unisex Basis
5	Loans	3	Value of Each Accumulation Unit
3	Loan Account Cash Value	3	Variable Accumulation Units
		1	We, Us and Our
		1	You and Your
		6	Your Right to Change Allocation

Additional Benefit Riders, Endorsements and Amendments, if any, and copies of the Application follow the final section.

## POLICY SPECIFICATIONS

<b>Insured</b>	DEREK B MOORE
<b>Policy Number</b>	216 002 437 USV
<b>Policy Date</b>	JANUARY 14, 2016
<b>Issue Date</b>	JANUARY 14, 2016
<b>Maturity Date*</b>	JANUARY 14, 2102
<b>Initial Face Amount</b>	\$5,000,000
<b>Issue Age of Insured</b>	35
<b>Sex</b>	MALE
<b>Risk Classification</b>	PREFERRED SMOKER
<b>Death Benefit Option</b>	A
<b>Planned First Year Lump Sum</b>	\$0
<b>Planned Annual Premium</b>	
<b>Payable for 1 Year</b>	\$45,100.00
<b>Payable for Years 2 through 13</b>	\$45,100.00
<b>Guaranteed Minimum Death Benefit Period Chosen</b>	To Age 65
<b>Guaranteed Minimum Death Benefit Period Monthly Premiums**</b>	
<b>5 Years</b>	\$2,500.00
<b>20 Years</b>	\$2,500.00
<b>To Age 65</b>	\$2,750.00

**Policy Plan:** Flexible Premium Variable Life Insurance

**Benefits -** As specified in Policy and in any Rider

Riders	Face Amount	Risk Classification
OVERLOAN PROTECTION RIDER		

\* It is possible that insurance coverage may not continue to the Maturity Date even if Planned Premiums are paid in a timely manner.

\*\* These premiums will be recalculated and shown on the Policy Specifications for Policy Change page if: any Policy changes are made; any riders are added or removed; there is a change in the Insured's risk classification; or there was a misstatement of age or sex in the Application.

The Policy will stay in force during the Guaranteed Minimum Death Benefit Period (referred to as "Guaranteed Period") chosen in the Application if: premium in an amount that is at least equal to the Guaranteed Minimum Death Benefit Monthly Premium for that Guaranteed Period is paid by each monthly anniversary; no loans are taken; no partial withdrawals are made; and no cash value is paid to you to allow the Policy to continue to qualify as a life insurance contract. If no Guaranteed Period was chosen in the Application, we will test to determine whether the five year Guaranteed Period is in effect on each monthly anniversary. In order for a Guaranteed Period to be in effect, the premium requirement for that Guaranteed Period must have been satisfied for each policy month since the Policy Date. See the Guaranteed Minimum Death Benefit provision for a full description of the test made on each monthly anniversary.

**POLICY SPECIFICATIONS (CONTINUED)**

<b>Minimum Face Amount</b>	\$100,000
<b>Minimum Face Amount Decrease</b>	\$5,000.00
<b>Minimum Face Amount Increase</b>	\$5,000.00
<b>Maximum Percent Of Premium Charge</b>	2.25% OF EACH PREMIUM PAID
<b>Maximum Premium Tax Charge</b>	2.00% OF EACH PREMIUM PAID
<b>Maximum Federal Tax Charge</b>	1.25% OF EACH PREMIUM PAID
<b>Maximum Monthly Policy Charge #</b>	
<b>Months 1-12</b>	\$0.00
<b>Months 13 &amp; Later</b>	\$0.00
<b>Maximum Monthly Coverage Expense Charge #</b>	
<b>Years 1-8</b>	0.1600 per \$1,000
<b>Years 9 &amp; Later</b>	0.1600 per \$1,000
<b>Maximum Monthly Mortality and Expense Risk Charge #</b>	
<b>Percent of Cash Value in Separate Account</b>	
<b>Years 1-10</b>	0.066423464%
<b>Years 11-19</b>	0.029119983%
<b>Years 20-29</b>	0.016651408%
<b>Years 30+</b>	0.004165712%
<b>Minimum Loan and Partial Withdrawal Amount</b>	\$500.00
<b>Maximum Number of Partial Withdrawals Per Policy Year</b>	12
<b>Maximum Number of Transfers Per Policy Year</b>	4
<b>Maximum Transfer Processing Charge</b>	\$25.00
<b>Maximum Partial Withdrawal Charge</b>	\$25.00
<b>Maximum Fee For Illustration Of Benefits</b>	\$25.00
<b>7702 Table</b>	2001 CSO ULTIMATE MORTALITY TABLE FOR A MALE SMOKER, AGE NEAREST BIRTHDAY
<b>Basis of Computation Of Minimum Cash Values</b>	2001 CSO ULTIMATE MORTALITY TABLE FOR A MALE SMOKER, AGE NEAREST BIRTHDAY
<b>Monthly Discount Factor</b>	1.00246630

# If the Policy is reinstated, the period of lapse will not be used in determining the applicable charge on any day after Reinstatement.



## POLICY SPECIFICATIONS (CONTINUED)

### Loan Interest Rate Charged

Policy Years 1-10	4.0%
Policy Years 11 & Later	3.0%

Loan Interest Rate Credited 3.0%

Fixed Account Cash Value Guaranteed Interest Rate 3.0%

Fixed Account Maximum Allocation Percentage 100%

Fixed Account Maximum Withdrawal Percent Limit 25%

### Separate Account

MetLife Variable Life Account A

Coverage will depend on: the amount, timing, and frequency of premium payments; current charges; investment experience of any Investment Divisions you chose, interest credited to any cash value for the Policy that is in the Fixed Account; transfers; Loans taken; partial withdrawals made; and the cost of additional benefits. The Planned Premium may need to be increased to keep the Policy in force.

The Policy will stay in effect after the Maturity Date as long as the Cash Surrender Value remains greater than zero. No charges will be taken on or after the Maturity Date.

Any changes to the Policy's non-guaranteed cost factors (Cost of Insurance Rates, and Policy and Expense charges) will be made only on a class basis and may only be based on changes in our future expectations as to mortality, investment earnings, taxes, expenses, and persistency. Changes will only be made according to procedures and standards filed, if required, with the insurance supervisory official of the state which governs the Policy. Credited interest may be changed at any time. All changes will be made on a prospective basis and will not recoup past losses or distribute past gains.

**TABLE OF GUARANTEED MAXIMUM MONTHLY COST OF INSURANCE  
RATES PER \$1,000**

**Insured:** DEREK B MOORE **Policy Number:** 216 002 437 USV  
**Date of Coverage:** JANUARY 14, 2016

Attained Age	Rate	Attained Age	Rate	Attained Age	Rate
35	0.1668	64	2.0564	93	24.5714
36	0.1760	65	2.2467	94	26.3018
37	0.1860	66	2.4305	95	28.2572
38	0.2002	67	2.6096	96	30.0200
39	0.2144	68	2.7985	97	31.9176
40	0.2311	69	2.9860	98	33.9666
41	0.2528	70	3.2136	99	36.1844
42	0.2779	71	3.4635	100	38.5895
43	0.3080	72	3.8044	101	40.4555
44	0.3439	73	4.1483	102	42.4670
45	0.3816	74	4.4970	103	44.6306
46	0.4167	75	4.9043	104	46.9669
47	0.4561	76	5.3399	105	50.0747
48	0.4779	77	5.8460	106	53.5074
49	0.5030	78	6.4345	107	57.3153
50	0.5390	79	7.1089	108	61.5547
51	0.5818	80	7.8347	109	66.3060
52	0.6405	81	8.6544	110	71.6576
53	0.7069	82	9.4890	111	77.7404
54	0.7900	83	10.3725	112	83.3333
55	0.8842	84	11.3432	113	83.3333
56	0.9802	85	12.4985	114	83.3333
57	1.0822	86	13.7804	115	83.3333
58	1.1624	87	15.1794	116	83.3333
59	1.2552	88	16.6738	117	83.3333
60	1.3677	89	18.2467	118	83.3333
61	1.5074	90	19.8800	119	83.3333
62	1.6762	91	21.3788	120	83.3333
63	1.8639	92	22.9344	121+	0.0000

## SURRENDER CHARGE SCHEDULE

**Insured:** DEREK B MOORE    **Policy Number:** 216 002 437 USV  
**Date of Coverage:** JANUARY 14, 2016

Beginning of Year*	Maximum Surrender Charge
1	\$ 76,633.50
2	76,633.50
3	76,633.50
4	75,782.00
5	65,564.00
6	55,771.79
7	50,663.25
8	45,128.50
9	34,271.92
10	16,390.92
11 & Later	0.00

\*Measured from the Date of Coverage. If the Policy is reinstated, the period of lapse will not be used in determining the applicable Surrender Charge on any day after Reinstatement.

A Surrender Charge may be deducted during the first 10 years after the Policy Date and after the Date of Coverage of each Requested Increase. During the surrender charge period, a Surrender Charge will apply: upon surrender; upon lapse; upon a partial withdrawal that decreases the Face Amount; upon a change in Death Benefit Option that decreases the Face Amount; and upon a requested decrease in Face Amount. The Maximum Surrender Charges for the portion of the Face Amount issued on the above Date of Coverage for the first policy month in years 1 through 10: are shown above; and when they decrease, they will decrease linearly (rounded to two decimal places) for other months in years 1 through 10. The Maximum Surrender Charges for each Requested Increase will be shown in a new Surrender Charge Schedule page. A proportionate Surrender Charge will be deducted for partial withdrawals, changes in Death Benefit Option that decrease the Face Amount, and for requested decreases in the Face Amount.

If the Surrender Charge of a rider made a part of the Policy is to be included for the purposes of determining the Surrender Charge applicable to the Policy, that rider will so indicate.

## TABLE OF CORRIDOR FACTORS

**Insured:** DEREK B MOORE      **Policy Number:** 216 002 437 USA  
**Date of Coverage:** JANUARY 14, 2016  
**Death Benefit Calculation Test:** GUIDELINE PREMIUM TEST

### TABLE OF GUIDELINE PREMIUM CORRIDOR FACTORS

Attained Age	Factor	Attained Age	Factor	Attained Age	Factor
35	2.50000	64	1.22000	93	1.02000
36	2.50000	65	1.20000	94	1.01000
37	2.50000	66	1.19000	95	1.01000
38	2.50000	67	1.18000	96	1.01000
39	2.50000	68	1.17000	97	1.01000
40	2.50000	69	1.16000	98	1.01000
41	2.43000	70	1.15000	99	1.01000
42	2.36000	71	1.13000	100	1.01000
43	2.29000	72	1.11000	101	1.01000
44	2.22000	73	1.09000	102	1.01000
45	2.15000	74	1.07000	103	1.01000
46	2.09000	75	1.05000	104	1.01000
47	2.03000	76	1.05000	105	1.01000
48	1.97000	77	1.05000	106	1.01000
49	1.91000	78	1.05000	107	1.01000
50	1.85000	79	1.05000	108	1.01000
51	1.78000	80	1.05000	109	1.01000
52	1.71000	81	1.05000	110	1.01000
53	1.64000	82	1.05000	111	1.01000
54	1.57000	83	1.05000	112	1.01000
55	1.50000	84	1.05000	113	1.01000
56	1.46000	85	1.05000	114	1.01000
57	1.42000	86	1.05000	115	1.01000
58	1.38000	87	1.05000	116	1.01000
59	1.34000	88	1.05000	117	1.01000
60	1.30000	89	1.05000	118	1.01000
61	1.28000	90	1.05000	119	1.01000
62	1.26000	91	1.04000	120	1.01000
63	1.24000	92	1.03000	121+	1.01000

## 1. DEFINITIONS

<b>Application</b>	The application(s) for: the Policy; any riders that are made a part of the Policy; any Policy changes; and any changes, amendments, and supplements. A copy of the Application is attached to the Policy.
<b>Attained Age</b>	The Issue Age plus the number of completed policy years. This includes any period during which the Policy was lapsed.
<b>Cash Value</b>	Equal to the total of: the cash value in the Fixed Account; plus the cash value in the Investment Divisions; plus the cash value in the Loan Account. See the Cash Value provision for details.
<b>Designated Office</b>	Our Home Office or any other office we designate.
<b>Excess Loan</b>	An Excess Loan occurs when the Policy Loan Balance exceeds the Cash Value less any Surrender Charge.
<b>Fixed Account</b>	The Fixed Account is a part of our general account to which you may allocate Net Premiums and transfer amounts. It provides guarantees of principal and interest.
<b>In Writing</b>	In a written form satisfactory to Us and received at our Designated Office.
<b>Insured</b>	The person whose life is insured under the Policy. Shown on the Policy Specifications page.
<b>Investment Division</b>	A sub account of the Separate Account that invests in shares of an open-end management investment company or other pools of investment assets.
<b>Investment Start Date</b>	The date the first Net Premium is applied to the Policy. See the Allocation of Net Premiums provision for details on how the Net Premium is applied. This date will be the later of: <ol style="list-style-type: none"><li>1. The Policy Date; and</li><li>2. The date we receive the first premium at our Designated Office.</li></ol>
<b>Issue Age</b>	The age of the Insured as of his or her birthday nearest to the Policy Date.
<b>Issue Date</b>	The date from which the contestable and suicide periods for the initial coverage are measured. It is shown on the Policy Specifications page.
<b>Loan Account</b>	The account to which we will transfer the amount of any Loan from the Fixed Account and the Investment Divisions.
<b>Maturity Date</b>	The policy anniversary on which the Insured is Attained Age 121.
<b>Monthly Anniversary</b>	The same date in each succeeding month as the Policy Date except that whenever the monthly anniversary falls on a date other than a Valuation Date, the monthly anniversary will be deemed the next Valuation Date. If any monthly anniversary would be the 29th, 30th, or 31st day of a month that does not have that number of days, then the monthly anniversary will be the last day of that month.
<b>Net Premium</b>	The Net Premium equals the premium paid minus: the Percent of Premium Charge; the Premium Tax Charge; and the Federal Tax Charge. The maximum charges are shown on the Policy Specifications page.

<b>Planned First Year Lump Sum</b>	The Planned First Year Lump Sum is the amount of premium that you stated in the Application that you intend to pay as a lump sum by the first policy anniversary. This amount is shown on the Policy Specifications page.
<b>Planned Premium</b>	The Planned Premium is the amount you stated in the Application that you intend to pay as a premium on the Planned Premium Due Dates. This amount is shown on the Policy Specifications page. You may change this amount by making a request In Writing.
<b>Planned Premium Due Date</b>	The Planned Premium Due Date is based on the Policy Date and the mode in which you choose to pay premiums. If you pay premiums on an annual mode, it is the policy anniversary each year. If you pay premiums on other than an annual mode, it is the policy anniversary and each semi-annual, quarterly or monthly anniversary as applicable.
<b>Policy Date</b>	Policy years, months and anniversaries are all measured from the Policy Date. The Policy Date is shown on the Policy Specifications page.
<b>Policy Loan Balance</b>	The Policy Loan Balance at any time equals the outstanding Loans plus Loan Interest accrued to date.
<b>Requested Increase</b>	An increase in Face Amount that you applied for after the Issue Date.
<b>SEC</b>	The United States Securities and Exchange Commission.
<b>Separate Account</b>	A separate investment account created by us to receive and invest Net Premiums received for the Policy or other policies. The Separate Account is divided into subaccounts that correspond to the Investment Divisions.
<b>Valuation Date</b>	Each day that the New York Stock Exchange is open for trading and the SEC has not restricted trading or declared an emergency. Each Valuation Date ends at the close of regular trading on the New York Stock Exchange. There are no Valuation Dates applicable to the Policy prior to our receipt of the first premium payment.
<b>Valuation Period</b>	The period between the ends of two successive Valuation Dates. Net Premium allocations and requests for transfers, future allocation changes, Loans, partial withdrawals, and surrenders will take effect as of the end of the Valuation Period in which we receive the premium payment or the request In Writing.
<b>You and Your</b>	The Owner of the Policy.
<b>We, Us and Our</b>	In the Application the words "you" and "your" refer to the proposed insured person(s). MetLife Insurance Company USA.

## 2. POLICY BENEFITS

### Policy Proceeds

The Policy Proceeds are equal to:

1. The Death Benefit as described in the Death Benefit Options provision below; plus
2. The Total Monthly Cost of Insurance for the portion of the policy month from the date of the Insured's death to the end of that policy month; less
3. Any Amount Due under a Grace Period provision as of the date of death; less
4. Any Policy Loan Balance.

### Definition of Life Insurance

The Policy is intended to qualify as a life insurance contract under the Internal Revenue Code of 1986 as amended (referred to as "the Code") and any regulation or rulings by the Internal Revenue Service. The Code provides two Death Benefit Calculation Tests to determine whether the policy meets the definition of life insurance: the Guideline Premium Test; and the Cash Value Accumulation Test. The Test chosen in the Application cannot be changed. The Table of Corridor Factors page shows the Test chosen for the Policy.

Under both tests, the Death Benefit will not be less than: the Policy's Cash Value; times the applicable Attained Age Factor as shown on the Table of Corridor Factors page. If you chose the Guideline Premium Test, the Table shown on the Table of Corridor Factors page is the Table of Guideline Premium Corridor Factors. The Guideline Premium Corridor Factors are based on the percentages as currently described in Section 7702 of the Code. If you chose the Cash Value Accumulation Test, the Table shown on the Table of Corridor Factors page is the Table of Net Single Premium Corridor Factors.

In order to have the Policy continue to qualify as life insurance under applicable law, including the Code, we reserve the right to:

1. Restrict certain changes to the Policy, such as Death Benefit increases; and
2. Require the issuance of a new policy in connection with such changes; and
3. Make changes to the Policy.

We will give you written notice of any of the above actions.

### Death Benefit Options

Prior to the Maturity Date, the Death Benefit depends upon the Death Benefit Option in effect on the date of the Insured's death. The Death Benefit Option in effect is shown on the Policy Specifications page or on the Policy Specifications for Policy Change page, if any.

#### Death Benefit Option A

The Death Benefit prior to the Maturity Date equals the greater of:

1. The Face Amount; and
2. The death benefit required by the Guideline Premium Test or the Cash Value Accumulation Test, depending on the Death Benefit Calculation Test chosen in the Application.

#### Death Benefit Option B

The Death Benefit prior to the Maturity Date equals the greater of:

1. The Face Amount plus the Cash Value on the date of death; and
2. The death benefit required by the Guideline Premium Test or the Cash Value Accumulation Test, depending on the Death Benefit Calculation Test chosen in the Application.

### Death Benefit Option C

Prior to the Insured's Attained Age 65, the Death Benefit equals the greater of:

1. The Face Amount plus the Cash Value on the date of death; and
2. The death benefit required by the Guideline Premium Test or the Cash Value Accumulation Test, depending on the Death Benefit Calculation Test chosen in the Application.

Thereafter until the Maturity Date, the Death Benefit equals the greater of:

1. The Face Amount; and
2. The death benefit required by the Guideline Premium Test or the Cash Value Accumulation Test, depending on the Death Benefit Calculation Test chosen in the Application.

The Face Amount of the Policy will be increased, if necessary, to equal the Death Benefit on the date the Insured becomes Attained Age 65.

If the Face Amount or Death Benefit of a rider made a part of the Policy is to be included for the purposes of calculating the Death Benefit under the above Options, that rider will so indicate.

Any time the Death Benefit minus the Cash Value is greater than the then current Face Amount, we reserve the right to distribute a portion of the Cash Value to you. The amount of the distribution will be the amount required to make the Death Benefit minus the Cash Value after the distribution equal to the then current Face Amount.

### Maturity Benefit

If the Insured is living and the Policy is in force on the Maturity Date, you may choose to terminate the Policy and receive the Cash Surrender Value, if it is greater than zero, as a Maturity Benefit.

### Continuation of the Policy Beyond the Maturity Date

For Death Benefit Options A and C, if the Cash Surrender Value is greater than zero and the Policy is in force on or after the Maturity Date, the Death Benefit will be the greater of:

1. The Face Amount on the date of the Insured's death; and
2. The Cash Value on the date of the Insured's death.

For Death Benefit Option B, if the Cash Surrender Value is greater than zero and the Policy is in force on or after the Maturity Date, the Death Benefit will be: the Face Amount on the date of the Insured's death; plus the Cash Value on the date of the Insured's death.

The Policy could lapse after the Maturity Date if there is an Excess Loan. (See the Cash Value, Loan and Loan Interest Repayments, and Grace Period provisions.)

If the Policy is in force on or after the Maturity Date: loans may be taken; and loan repayments, partial withdrawals and transfers may be made.

**Please note: the Policy may not qualify as a life insurance contract under the Code on or after the Maturity Date and may be subject to tax consequences. Please consult a tax advisor prior to continuing the Policy beyond its Maturity Date.**

### Policy Changes

You may request policy changes at any time unless we have stated otherwise in the Policy. We reserve the right to not allow a change in the first policy year and to permit only one change per policy year. The types of changes allowed are explained below.

No change will be made that would result in the Policy not meeting the definition of life insurance under Section 7702 of the Code or any applicable successor provision.



**Change In Face Amount**

You can change the Face Amount by sending us a request In Writing.

Each requested decrease in Face Amount will be subject to the following:

1. The decrease will take effect on the monthly anniversary on or next following our receipt of the request at our Designated Office.
2. The decrease will reduce the Face Amount in the following order, unless you request a different order In Writing, and unless any rider made a part of the Policy states otherwise:
  - a. Each Requested Increase in succession, starting with the most recent increase; and then
  - b. The remaining Initial Face Amount (excluding any increase in Face Amount resulting from a change in Death Benefit Option); and then
  - c. Any increase in Face Amount resulting from a change in Death Benefit Option.
3. The Face Amount after the requested decrease may not be less than the Minimum Face Amount shown on the Policy Specifications page.
4. The decrease must be at least equal to the Minimum Face Amount Decrease shown on the Policy Specifications page.
5. If the decrease is made during the 12 months following the Policy Date, we will deduct from the Cash Value a portion of the unpaid Monthly Coverage Expense Charges due for the remainder of the 12-month period associated with the Initial Face Amount. This portion will be the ratio of the amount of the decrease to the Initial Face Amount times the unpaid Monthly Coverage Expense Charges due for the remainder of the 12-month period.
6. If the decrease (including decreases resulting from a change in Death Benefit Option) is made during the 12 months following the Date of Coverage of any Requested Increase we will deduct from the Cash Value a portion of the unpaid Monthly Coverage Expense Charges due for the remainder of the 12-month period associated with that increase. This portion will be the ratio of the amount of the decrease to the Face Amount increase times the unpaid Monthly Coverage Expense Charges due for the remainder of the 12-month period.
7. A Surrender Charge may apply to the decrease in Face Amount as explained in the Surrender Charge Schedule. This Surrender Charge will be allocated among the Fixed Account and each Investment Division based on the proportion that the respective cash value in each bears to the total Cash Value, less the cash value in the Loan Account.
8. The requested decrease in Face Amount may require a decrease in amounts provided by any riders made a part of the Policy.

Each Requested Increase will be subject to the following:

1. We must receive proof satisfactory to us that the Insured is insurable by our standards on the date of the Requested Increase.
2. The increase will take effect on the monthly anniversary on or next following our approval of the Requested Increase.
3. The increase will be at the risk classification for which the Insured then qualifies.
4. The increase must be at least equal to the Minimum Face Amount Increase shown on the Policy Specifications page.
5. New insurance must be available under our underwriting rules on the same plan at the age of the Insured on the date of the request.
6. The total Face Amount after the increase cannot be greater than our published maximums.

We will amend the Policy to show the Date of Coverage for the change in Face Amount.

**Change in Death Benefit Option**

After the first policy year and prior to the Maturity Date, you may request a change to the Death Benefit Option. Proof that the Insured is insurable by our standards on the date of the change may be required. The effective date of the change will be the monthly anniversary on or next following the date we receive your request In Writing. On the effective date of this change the Death Benefit payable will not change, but the Face Amount may change. Changes are allowed as follows:

1. Change from Death Benefit Option A to: Death Benefit Option B; or to Death Benefit Option C on or prior to Attained Age 60.

The Face Amount of the Policy will be decreased, if necessary, to equal the Death Benefit minus the Cash Value on the effective date of the change. This change may not be made if it would result in a Face Amount for the Policy that is less than the Minimum Face Amount shown on the Policy Specifications page. A Surrender Charge will apply to any decrease in the Face Amount of the Policy as explained in the Surrender Charge Schedule.

The decrease will reduce the Face Amount in the following order, unless any rider made a part of the Policy states otherwise:

- a. Each Requested Increase in succession, starting with the most recent increase; and then
- b. The remaining Initial Face Amount; and then
- c. Any increase in Face Amount resulting from a change in Death Benefit Option.

A decrease in Face Amount may require a decrease in amounts provided by any riders made a part of the Policy.

2. Change from Death Benefit Option B to: Death Benefit Option A; or to Death Benefit Option C on or prior to Attained Age 60.

The Face Amount of the Policy will be increased, if necessary, to equal the Death Benefit on the effective date of the change.

3. Change from Death Benefit Option C to Death Benefit Option A.

If this change is made on or prior to Attained Age 65, the Face Amount of the Policy will be increased, if necessary, to equal the Death Benefit on the effective date of the change.

If this change is made after Attained Age 65, the Face Amount will not change.

4. Change from Death Benefit Option C to Death Benefit Option B.

If this change is made on or prior to Attained Age 65, the Face Amount will not change.

If this change is made after Attained Age 65, the Face Amount of the Policy will be decreased, if necessary, to equal the Death Benefit minus the Cash Value on the effective date of the change. This change may not be made if it would result in a Face Amount for the Policy that is less than the Minimum Face Amount shown on the Policy Specifications page. A Surrender Charge may apply to any decrease in the Face Amount of the Policy as explained in the Surrender Charge Schedule.

The decrease will reduce the Face Amount in the following order, unless any rider made a part of the Policy states otherwise:

- a. Each Requested Increase in succession, starting with the most recent increase; and then
- b. The remaining Initial Face Amount (which includes any increase in Face Amount resulting from a change in Death Benefit Option).

A decrease in Face Amount may require a decrease in amounts provided by any riders made a part of the Policy.

### 3. CASH VALUES

**Cash Value** The Cash Value of the Policy equals the total of the values in the Fixed Account, the Separate Account and the Loan Account, and is described below. You may access the Cash Value by taking a loan, making a partial withdrawal, or surrendering the Policy.

**Fixed Account Cash Value Guaranteed Interest Rate** The interest credited to the cash value in the Fixed Account for a specific day will be at an effective annual rate not less than the Fixed Account Cash Value Guaranteed Interest Rate shown on the Policy Specifications page.

**Fixed Account Cash Value** The cash value in the Fixed Account on the Investment Start Date equals: the portion of the initial Net Premium received and allocated to the Fixed Account; less the portion of the Monthly Deductions due from the Policy Date through the Investment Start Date, if any, charged to the Fixed Account.

The cash value in the Fixed Account on any day after the Investment Start Date equals:

1. The cash value in the Fixed Account on the preceding Valuation Date, with interest on such value at the current rate; plus
2. Any portion of Net Premium received and allocated to the Fixed Account on that day; plus
3. Any amounts transferred to the Fixed Account on that day; plus
4. Any loan repayments allocated to the Fixed Account on that day; plus
5. That portion of any interest credited on an outstanding Loan which is allocated to the Fixed Account on that day;

Less:

1. Any amount transferred from the Fixed Account to the Investment Divisions on that day;
2. Any partial withdrawal from the Fixed Account on that day;
3. Any portion of a Transfer Processing Charge taken from the Fixed Account;
4. Any portion of the Surrender Charge taken on that day due to a requested decrease in Face Amount, Death Benefit Option change or partial withdrawal attributable to the Fixed Account;
5. Any portion of the unpaid Monthly Coverage Expense Charges taken on that day due to a requested decrease in Face Amount, Death Benefit Option change or partial withdrawal attributable to the Fixed Account;
6. Any amount transferred from the Fixed Account to the Loan Account on that day;
7. If that day is a monthly anniversary, the portion of the Monthly Deduction charged to the Fixed Account to cover the policy month that starts on that day.

The cash value in the Fixed Account can be negative. Interest will not be charged on negative cash value.

**Separate Account  
Cash Value**

The cash value in each Investment Division on the Investment Start Date equals: the portion of the initial Net Premium received and allocated to the Investment Division; less the portion of the Monthly Deductions due from the Policy Date through the Investment Start Date, if any, charged to the Investment Division.

The cash value in each Investment Division on any day after the Investment Start Date equals:

1. The cash value in the Investment Division on the preceding Valuation Date times that Investment Division's Net Investment Factor for the current Valuation Period; plus
2. Any portion of Net Premium received and allocated to the Investment Division on that day; plus
3. Any amounts transferred to the Investment Division from the Fixed Account or from another Investment Division during the current Valuation Period; plus
4. Any loan repayments allocated to the Investment Division during the current Valuation Period; plus
5. That portion of any interest credited on an outstanding Loan which is allocated to the Investment Division during the current Valuation Period;

Less:

1. Any amounts transferred from the Investment Division during the current Valuation Period;
2. Any partial withdrawal from the Investment Division during the current Valuation Period;
3. Any portion of a Transfer Processing Charge taken from the Investment Division;
4. Any portion of the Surrender Charge incurred during the current Valuation Period due to a requested decrease in Face Amount, Death Benefit Option change or partial withdrawal attributable to the Investment Division;
5. Any portion of the unpaid Monthly Coverage Expense Charges taken during the current Valuation Period due to a requested decrease in Face Amount, Death Benefit Option change or partial withdrawal attributable to the Investment Division;
6. Any amount transferred from the Investment Division to the Loan Account during the current Valuation Period;
7. If a monthly anniversary occurs during the current Valuation Period, the portion of the Monthly Deduction charged to the Investment Division during the current Valuation Period to cover the policy month that starts during that Valuation Period.

The cash value in an Investment Division can be negative. Interest will not be charged on negative cash value.

**Variable  
Accumulation Units**

At the end of a Valuation Date, the current market value of an Investment Division is determined by multiplying that Investment Division's accumulation unit value times the number of Investment Division accumulation units held under the Policy.

The number of Investment Division accumulation units will increase when:

1. Any portion of a Net Premium is allocated to that Investment Division;
2. Amounts are transferred to that Investment Division; or
3. Loans are repaid and credited to that Investment Division.

The number of Investment Division accumulation units will decrease when:

1. Any portion of the Monthly Deduction is deducted from that Investment Division;
2. A Loan is taken from that Investment Division;
3. An amount is transferred from that Investment Division;
4. A Transfer Processing Charge is taken from that Investment Division;
5. A Surrender Charge is taken from that Investment Division;
6. A partial withdrawal is taken from that Investment Division; or
7. Any portion of the Coverage Expense Charge is taken from that Investment Division due to a decrease in Face Amount attributable to that Investment Division.

**Value of Each Accumulation Unit**

The value of an accumulation unit may increase or decrease from one Valuation Period to the next. For any Valuation Period, the value equals 1. times 2., where:

1. Equals the value of an accumulation unit for the prior Valuation Period; and
2. Equals the Net Investment Factor for that Investment Division for the current Valuation Period.

**Net Investment Factor**

The Net Investment Factor measures the investment performance of an Investment Division during a Valuation Period. The Net Investment Factor for each Investment Division for a Valuation Period is equal to:

1. The value of the assets at the end of the preceding Valuation Period; plus
2. The investment income and capital gains---realized or unrealized---credited to the assets during the Valuation Period for which the Net Investment Factor is being determined; less
3. The capital losses---realized or unrealized---charged against the assets during the Valuation Period; less
4. Any amount charged against the Investment Division for taxes, including any tax or other economic burden resulting from the application of tax laws that we determine to be properly attributable to the Investment Division, or any amount we set aside during the Valuation Period as a reserve for taxes attributable to the operation or maintenance of the Investment Division; divided by
5. The value of the assets at the end of the preceding Valuation Period.

**Loan Account Cash Value**

The cash value in the Loan Account as of the Investment Start Date equals the amount transferred into the Loan Account on that day.

The cash value in the Loan Account on any day after the Investment Start Date is equal to:

1. The cash value in the Loan Account on the preceding Valuation Date, with interest at the Loan Interest Rate Credited; plus
2. Any amount transferred to the Loan Account from the Fixed Account on that day; plus
3. Any amount transferred to the Loan Account from the Investment Divisions on that day; plus
4. If that day is a policy anniversary, an amount due to cover the Loan Interest if not paid by you; less
5. Any amount transferred from the Loan Account to the Fixed Account on that day; less
6. Any amount transferred from the Loan Account to the Investment Divisions on that day.

**Cash Value After the Maturity Date**

If the Policy is continued beyond the Maturity Date, the Cash Value of the Policy on and after the Maturity Date will be determined in the same manner as described above, except there will be no Monthly Deductions taken. Premiums cannot be paid on or after the Maturity Date, except for payments required under a Grace Period due to an Excess Loan.

**Monthly Deduction**

The Monthly Deduction for the following month is deducted on the monthly anniversary; and equals the sum of:

1. The Total Monthly Cost of Insurance; plus
2. The Monthly Mortality and Expense Risk Charge; plus
3. The Monthly Coverage Expense Charge; plus
4. The Monthly Policy Charge; plus
5. The monthly costs for riders made a part of the Policy, unless otherwise stated in a rider.

The Monthly Deduction for a policy month will be taken from the Fixed Account and the Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value, less the cash value in the Loan Account on the monthly anniversary. However, at any time you can choose In Writing to have Monthly Deductions allocated to:

1. The Fixed Account or to a specific Investment Division until the cash value in the Fixed Account or that Investment Division is insufficient to cover the entire Monthly Deduction; and then
2. To the Fixed Account and the remaining Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value, less the cash value in the Loan Account on the monthly anniversary.

You can change the Monthly Deduction allocation by making a request In Writing.

There will be no Monthly Deduction taken on or after the Maturity Date.

**Monthly Cost of Insurance**

The Monthly Cost of Insurance for the following month is charged as part of the Monthly Deduction and is included in the Total Monthly Cost of Insurance. The Total Monthly Cost of Insurance equals:

1. The Net Amount at Risk allocated to the remaining Initial Face Amount (which includes any increase in Face Amount resulting from a change in Death Benefit Option) times the Monthly Cost of Insurance Rate for the Initial Face Amount, divided by 1,000; plus
2. If you request any increases in Face Amount, the Net Amount at Risk allocated to each Requested Increase times the Monthly Cost of Insurance Rate for each increase in Face Amount, divided by 1,000.

**Net Amount at Risk**

The Net Amount at Risk equals:

1. For Death Benefit Option A, and for Death Benefit Option C on and after Age 65:
  - a. The greater of: the Face Amount divided by the Monthly Discount Factor shown on the Policy Specifications page; and the Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month times the applicable Attained Age Factor shown in the Table of Corridor Factors; less
  - b. The Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month.
2. For Death Benefit Option B, and for Death Benefit Option C prior to Age 65:
  - a. The greater of: the Face Amount divided by the Monthly Discount Factor shown on the Policy Specifications page, plus the Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month; and the Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month times the applicable Attained Age Factor shown in the Table of Corridor Factors; less
  - b. The Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month.

If the Face Amount or Death Benefit of a rider made a part of the Policy is to be included for the purposes of calculating the Net Amount at Risk under the Death Benefit Options, that rider will so indicate.

The Cash Value used in the Net Amount at Risk calculation will not be less than zero.

**Allocation of Net Amount at Risk**

The Net Amount at Risk will be allocated to the coverages in the following order:

1. Each increase in Face Amount in succession, starting with the most recent increase; and then
2. To the coverage provided by the remaining Initial Face Amount (which includes any increase in Face Amount resulting from a change in Death Benefit Option).

If the Allocation of Net Amount at Risk is affected by a rider made a part of the Policy, that rider will so indicate.

**Monthly Cost of Insurance Rates**

At the start of each coverage year, the Monthly Cost of Insurance Rate is calculated for the remaining Initial Face Amount (which includes any increase in Face Amount resulting from a Death Benefit Option Change) and for each Requested Increase. The Monthly Cost of Insurance Rate for each portion of coverage is based on the issue age, risk classification, sex and completed years from the Policy Date for the Initial Face Amount and from the Date of Coverage for each Requested Increase. If the Death Benefit equals a percentage of the Cash Value, any increase in Cash Value will cause an automatic increase in the Death Benefit. The risk classification for such increase will be the same as that used for the most recent Requested Increase, excluding any riders, which required proof that the Insured was insurable by our standards.

The Monthly Cost of Insurance Rates for each portion of coverage will never exceed the rates shown on the Table of Guaranteed Maximum Monthly Cost of Insurance Rates page for that coverage. Any change in the cost of insurance rates will apply to all persons of the same age, sex, and risk classification whose coverage has been in force for the same length of time.

**Monthly Coverage Expense Charge**

The Policy's Monthly Coverage Expense Charge equals the total of these charges for the Initial Face Amount and for all Requested Increases. The Charge for each portion of coverage equals: the Face Amount of the Policy (excluding any increase in Face Amount resulting from a Death Benefit Option change) or the amount of an increase; times its Monthly Coverage Expense Charge rate for the applicable year; divided by 1,000. The Maximum Monthly Coverage Expense Charge is shown on the Policy Specifications page. A separate Maximum Monthly Coverage Expense Charge will apply to each Requested Increase.

If the Policy is reinstated, the period of lapse will not be considered in determining the applicable Monthly Coverage Expense Charge on any day after Reinstatement.

**Monthly Policy Charge**

The Monthly Policy Charge will never exceed the amount shown on the Policy Specifications page.

If the Policy is reinstated, the period of lapse will not be considered in determining the applicable Monthly Policy Charge on any day after Reinstatement.

**Mortality and Expense Risk Charge**

The Mortality and Expense Risk Charge will be calculated on each monthly anniversary and will not exceed the Maximum Mortality and Expense Risk Charge shown on the Policy Specifications page times the cash value in the Separate Account at the start of the current monthly anniversary. If the cash value in the Separate Account is negative on a monthly anniversary, the Mortality and Expense Risk Charge will not be deducted for that month.

If the Policy is reinstated, the period of lapse will not be considered in determining the applicable Mortality and Expense Risk Charge on any day after Reinstatement.

**Cash Surrender Value**

The Cash Surrender Value of the Policy equals the Cash Value at the time of surrender, less:

1. Any Policy Loan Balance;
2. Any unpaid Monthly Coverage Expense Charges and Monthly Policy Charges due for the remainder of the first policy year;
3. Any unpaid Monthly Coverage Expense Charges and Monthly Policy Charges due for the remainder of the 12-month period following the Date of Coverage of a Requested Increase;
4. Any unpaid Monthly Coverage Expense Charges and Monthly Policy Charges due for the remainder of the 12-month period following the Issue Date of any rider made a part of the Policy if that rider so states;
5. Any Surrender Charge.

**Surrender**

You may surrender the Policy for its Cash Surrender Value during the lifetime of the Insured. We will determine the Cash Surrender Value as of the date we receive your request In Writing. The Cash Surrender Value will be paid to you in one sum or placed in an account that earns interest unless you choose In Writing to apply all or part of the proceeds to a Payment Option. (See the Payment Options section).

The Policy will terminate on the monthly anniversary on or next following the date of surrender. The Cash Surrender Value will not be reduced by the Total Monthly Cost of Insurance due on that date for a subsequent policy month.

If the Insured dies on or after the date of surrender and before the termination of the Policy: the surrender will be reversed; and the Cash Surrender Value paid to you will be processed as a Loan. Therefore, the Cash Surrender Value paid to you will be deducted from the Policy Proceeds. (See the Policy Proceeds provision.)

**Partial Withdrawals**

After the first policy year and subject to the conditions below, you may make a request In Writing for a partial withdrawal from the Cash Surrender Value.

We reserve the right to limit the total amount you may withdraw to 90% of the Cash Surrender Value. See the Allocation of Partial Withdrawals, Fixed Account Partial Withdrawals and Separate Account Partial Withdrawals provisions below for additional limits we may impose on partial withdrawals.

The amount of your partial withdrawal request at any one time must be at least the Minimum Loan and Partial Withdrawal Amount shown on the Policy Specifications page.

No partial withdrawal will be processed which would:

1. Reduce the Cash Surrender Value to less than an amount that would cover two Monthly Deductions; or
2. Result in the Face Amount, excluding riders, being less than the Minimum Face Amount shown on the Policy Specifications page; or
3. Disqualify the Policy as life insurance under the Code and any interpretive regulation or rulings by the Internal Revenue Service.

In each policy year after the first, you may make up to the Maximum Number of Partial Withdrawals shown on the Policy Specifications page as long as the total withdrawal amount (see the first paragraph of this provision) is not exceeded, except with our consent. We reserve the right to change the minimum amounts or the maximum number of partial withdrawals. We also may assess a transaction charge for a withdrawal, not to exceed the Maximum Partial Withdrawal Charge shown on the Policy Specifications page.

The Death Benefit of the Policy will be based on the Face Amount after the partial withdrawal and the reduced Cash Value. The Face Amount of the Policy will be decreased, if necessary, such that the Net Amount at Risk after the partial withdrawal is not greater than the Net Amount at Risk before the partial withdrawal.



The Face Amount will be decreased in the following order, unless any rider made a part of the Policy states otherwise:

1. Each Requested Increase in succession, starting with the most recent increase; and then
2. The remaining Initial Face Amount; and then
3. Any increase in Face Amount resulting from a change in Death Benefit Option.

If a decrease in Face Amount requires a decrease in the amounts provided by any riders made a part of the Policy, that rider will so indicate.

A Surrender Charge may apply if the Face Amount is decreased as a result of a partial withdrawal.

**Allocation of Partial Withdrawals**

Subject to the conditions below, partial withdrawals will be allocated among the Fixed Account and the Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value less the cash value in the Loan Account on the date of the partial withdrawal. If the Fixed Account conditions will not allow this proportionate allocation, we will request that you specify an acceptable allocation.

**Fixed Account Partial Withdrawals and Transfers**

Except with our consent, partial withdrawals and transfers from the Fixed Account can be made once within 30 days after each policy anniversary. The maximum amount of all partial withdrawals and transfers from the Fixed Account in a policy year will, except with our consent, be the greater of 1. and 2., where:

1. Equals the portion of the Cash Surrender Value in the Fixed Account at the start of that policy year times the Fixed Account Maximum Withdrawal Percentage Limit, as shown on the Policy Specifications page.
2. Equals the previous year's Fixed Account Maximum withdrawal amount.

However, if less than \$50 would remain in the Fixed Account after the withdrawal, you can withdraw the entire portion of the Cash Surrender Value in the Fixed Account.

**Separate Account Partial Withdrawals**

The maximum amount of a partial withdrawal from any one of the Investment Divisions will be the lesser of 1. and 2., where:

1. Equals 90% of the portion of the Cash Surrender Value in that Investment Division at the start of that policy year.
2. Equals the amount required to keep the Face Amount, excluding riders, from being less than the Minimum Face Amount.

**Surrender Charge**

During the surrender charge period, a Surrender Charge will apply: upon surrender; upon lapse; upon a partial withdrawal that decreases the Face Amount; upon a change in Death Benefit Option that decreases the Face Amount; and upon a requested decrease in Face Amount. However, in each policy year you can take partial withdrawals equal to 10% without a Surrender Charge. For example, if you take a partial withdrawal of 6% of the Cash Surrender Value, you can take another 4% of the then current Cash Surrender Value in that policy year without a Surrender Charge, and then Surrender Charges will apply to any future withdrawals in that policy year.

A Surrender Charge will be applied:

1. First, with respect to each Requested Increase in succession and the number of months from the Date of Coverage for that increase, starting with the most recent increase; and then
2. With respect to the Initial Face Amount (excluding any increase in Face Amount resulting from a Death Benefit Option change) and the number of months from the Policy Date.

The Maximum Surrender Charges for the Initial Face Amount and for any Requested Increase are shown on the Surrender Charge Schedule page for the respective coverage.

A Surrender Charge will apply to any decrease in Face Amount during the surrender charge period. The amount of Surrender Charge applied because of a decrease in Face Amount is defined on the Surrender Charge Schedule page for the portion of the Face Amount being decreased. The Surrender Charge for a decrease in Face Amount is deducted from the Cash Value on the effective date of the decrease.

The Surrender Charge will be allocated among the Fixed Account and the Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value less the cash value in the Loan Account. If a Surrender Charge is imposed due to a partial withdrawal, it will be allocated among the Fixed Account and the Investment Divisions in the same proportion that the partial withdrawal was allocated among the Fixed Account and the Investment Divisions.

If the Surrender Charge of a rider made a part of the Policy is to be included for the purposes of determining the Surrender Charge applicable to the Policy, that rider will so indicate.

If the Policy is reinstated, the period of lapse will not be considered in determining the applicable Surrender Charge on any date after Reinstatement.

**Continuation of Insurance**

If all premium payments cease and the Guaranteed Minimum Death Benefit provision is not in effect, the insurance provided under the Policy, including benefits provided by any rider made a part of the Policy, will continue in accordance with the provisions of the Policy for as long as the Cash Surrender Value is sufficient to cover the Monthly Deductions. (See the Grace Period provision.)

**Postponement of Payments or Transfers**

We will usually pay any amounts payable on Loans, surrenders or partial withdrawals allocated to the Investment Divisions within seven days after we receive the request In Writing. We will usually pay any Death Benefit proceeds within seven days after we receive due proof of claim. Payment of any amount payable from the Investment Divisions on Loans (except when used to pay premiums on policies issued by us), surrenders, partial withdrawals or death may be postponed whenever:

1. The New York Stock Exchange is closed (other than customary weekend and holiday closing) or trading on the New York Stock Exchange is restricted as determined by the SEC;
2. The SEC, by order, permits postponement for the protection of policy owners; or
3. An emergency exists as determined by the SEC, as a result of which disposal of securities is not reasonably practicable or it is not reasonably practicable to determine the value of the net assets of the Separate Account.

Transfers may also be postponed under the circumstances listed above.

We may defer payment of the portion of any amount payable from the Fixed Account on surrender or partial withdrawals for not more than six months. If we defer payment for 30 days or more, we will pay interest, if required by law, at a rate at least equal to the minimum required by the state governing the Policy.

We may defer payment of the portion of any Loan from the Fixed Account for not more than six months, except for payment of premiums to us.

**Basis of Computation**

The minimum cash values in the Fixed Account are based on:

1. The Basis of Computation of Minimum Cash Values table shown on the Policy Specifications page and any Policy Specifications for Policy Change page; and
2. Compound interest at an annual rate of not less than the Fixed Account Cash Value Guaranteed Interest Rate shown on the Policy Specifications page.

All values are at least equal to those required by any applicable law of the state that governs the Policy. We have filed a detailed statement, if required, of the method of calculating cash values and reserves with the insurance supervisory official of that state.

#### 4. SEPARATE ACCOUNT PROVISIONS AND TRANSFERS

##### Separate Account

The variable benefits under the Policy are provided through investments in the Separate Account. This account is used for flexible premium variable life insurance policies and, if permitted by law, may be used for other policies or contracts as well.

We hold the assets of the Separate Account. These assets are held separately from the assets held in our general account (which includes the Fixed Account). Income, gains and losses---whether or not realized---from assets allocated to the Separate Account will be credited to or charged against the Separate Account without regard to our other income, gains or losses.

The portion of the assets held in the Separate Account equal to the reserves and other policy liabilities with respect to the Separate Account will not be charged with liabilities that arise from any other business we may conduct. We have the right to transfer to our general account any assets of the Separate Account that exceed the reserves and other policy liabilities of the Separate Account.

The Separate Account is registered with the Securities and Exchange Commission as a unit investment trust under the Investment Company Act of 1940. The Separate Account is also subject to the laws of the state of Delaware. To the extent required by law, the investment policy of the Separate Account will not be changed without the approval of the Insurance Commissioner of the State of Delaware. If required, the approval process is on file with the insurance supervisory official of the state that governs the Policy.

##### Investment Divisions

The Separate Account has multiple Investment Divisions. The Investment Divisions invest in shares of registered investment companies or other pools of investment assets.

Income, gains and losses---whether or not realized---from the assets of each Investment Division are credited to or charged against that Investment Division without regard to income, gains or losses in other Investment Divisions or in the Fixed Account.

We will value the assets of each Investment Division at the end of each Valuation Period.

The values and benefits of the Policy depend on: the investment performance of the Investment Divisions; and the interest credited to the Fixed Account. We do not guarantee the investment performance of the Investment Divisions. You bear the investment risk for amounts invested in the Investment Divisions for the Policy.

##### Addition, Deletion or Substitution of Investment Divisions

As permitted by law, we can add or remove shares of a fund that are held by the Separate Account or that the Separate Account may purchase. When a change is made, we will send you: a prospectus supplement or a revised prospectus for the Separate Account which will describe all of the funds then available for the Policy in the Separate Account or its successor or any other investment company in which the Separate Account is invested; and any notice required by law.

When shares of a fund are removed, we have the right to substitute a different fund in which the Investment Division will then invest:

1. The value of the removed shares of the fund; and
2. Future net premiums applied to that Investment Division.

The investment policy of the Separate Account will not be changed unless the change has been approved by the Insurance Commissioner of the State of Delaware, if required. We have filed a statement of the approval process with the insurance supervisory official of the state that governs the Policy, to the extent required by law.

## Transfers

If the Policy is in force and you have not exercised your Conversion Right, 20 days after the initial Net Premium is applied to the Policy, you may transfer amounts as follows:

1. Between the Fixed Account and the Investment Divisions; and
2. Among the Investment Divisions.

These transfers will be subject to the following conditions:

1. We must receive a request for transfer In Writing.
2. The transfer request must be expressed as a dollar amount or as a percentage in whole numbers.
3. The minimum amount of the transfer must be equal to the lesser of \$50 or the total amount the Fixed Account or Investment Division that the transfer is being made from.
4. We may impose a charge for each transfer not to exceed the Maximum Transfer Processing Charge shown on the Policy Specifications page.
5. We reserve the right to limit the number of transfers in each policy year to the Maximum Number of Transfers per Policy Year shown on the Policy Specifications page.
6. The maximum amount of all transfers and partial withdrawals from the Fixed Account (the Fixed Account Maximum) in any policy year will be the greater of a. and b., where:
  - a. Equals the portion of the Cash Surrender Value in the Fixed Account at the start of that policy year, times the Fixed Account Maximum Withdrawal Percent Limit shown on the Policy Specifications page; and
  - b. Equals the previous policy year's Fixed Account Maximum withdrawal amount.

However, if less than \$50 would remain in the Fixed Account after the transfer, you can transfer the remainder to the Investment Divisions.

The Fixed Account cash value immediately after any transfer to the Fixed Account cannot exceed c. times d., where:

- c. Equals the Fixed Account cash value plus the Separate Account cash value; and
- d. Is the Fixed Account Maximum Allocation Percent as shown on the Policy Specifications page.

All transfers that occur on the same day are counted as one transfer for the purpose of determining: any charge under item 4 above; and the number of transfers made in a policy year under item 5 above.

Your right to make transfers is subject to limitations or modifications by us if we determine, in our sole opinion, that the exercise of the right by one or more owners with interests in the Investment Division is, or would be, to the disadvantage of other owners. Restrictions may be applied in any manner reasonably designed to prevent any use of the transfer right that we consider to be to the disadvantage of other owners. A limitation or modification could be applied to transfers to and from one or more of the Investment Divisions and could include, but is not limited to:

1. The requirement of a minimum time period between each transfer;
2. Not accepting a transfer request from a third party acting under authorization on behalf of more than one owner;
3. Limiting the dollar amount that may be transferred by an owner between the Investment Divisions at any one time; or
4. Requiring that a transfer request be provided In Writing and signed by the owner.

## 5. LOANS

### Loans

Upon your request In Writing, you may borrow no more than the Loan Value (defined below) of the Policy while it is in force.

The Loan Value on the date the loan is made equals:

1. The Cash Value; less
2. Any Policy Loan Balance; less
3. Loan interest to the next policy anniversary; less
4. The most recent Monthly Deduction charged, times the number of policy months to the next policy anniversary; less
5. Any Surrender Charge; plus
6. Interest at the Fixed Account Cash Value Guaranteed Interest Rate credited to the next policy anniversary.

The amount of each loan request must be at least equal to the Minimum Loan and Partial Withdrawal Amount shown on the Policy Specifications page. The Policy will be the sole security for such Loan.

You may allocate the Loan among the Fixed Account and the Investment Divisions. If you do not specify the allocation, then the Loan will be allocated among the Fixed Account and the Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value, less the cash value in the Loan Account, on the date of the Loan.

Cash value equal to the Loan allocated to the Fixed Account and each Investment Division will be transferred to the Loan Account and will earn interest at an annual effective rate not less than the Loan Interest Rate Credited shown on the Policy Specifications page. Interest earned on the cash value in the Loan Account will remain in the Loan Account until: we receive a loan repayment; a new Loan is made; the Policy enters the Grace Period; or the next policy anniversary. Upon any of these events, the interest earned on the Loan Account will be transferred to the Fixed Account and the Investment Divisions in proportion to the cash value in each.

### Loan Interest Charged

Interest on loans will be charged at the Loan Interest Rate Charged applicable to the Policy Year as shown on the Policy Specifications page. This is a fixed loan interest rate. The loan interest is due each year on the policy anniversary.

If you do not pay the loan interest when it is due on a policy anniversary: an amount of cash value equal to the loan interest will be added to the existing loan; interest will be charged on it; and it will be allocated to the Loan Account. The amount transferred will be deducted from the Fixed Account and the Investment Divisions in the same proportion that the cash value in each bears to the total Cash Value, less the cash value in the Loan Account.

### Loan and Loan Interest Repayments

Any payment we receive will be applied as a premium payment unless it is clearly marked as a Loan repayment.

You may repay the Policy Loan Balance in whole or in part at any time before the death of the Insured while the Policy is in force. When a loan repayment is made, an amount equal to the loan repayment will be transferred from the Loan Account to the Fixed Account and the Investment Divisions in the same proportion that the cash value in each bears to the total Cash Value, less the cash value in the Loan Account.

If there is an Excess Loan (see the Definitions page), we will mail a notice to your last known address and that of any assignee of record. We will allow you a Grace Period for payment of the excess due. If the excess due remains unpaid at the end of the Grace Period, the Policy will lapse without value. The Grace Period will end 62 days from the date the notice is sent.

## 6. PREMIUMS AND GRACE PERIOD

<b>Payment of Premiums</b>	<p>The first premium is due as of the Policy Date. While the Insured is living, premiums after the first must be paid at our Designated Office. A premium receipt will be furnished upon request. The Policy will not be in force until the first premium is paid.</p> <p>Prior to the Maturity Date, premiums may be paid in any amount and at any interval subject to the following conditions:</p> <ol style="list-style-type: none"><li>1. Any premium payment must be at least \$50.00.</li><li>2. If you chose the Guideline Premium Test, total premiums paid in any policy year may not exceed an amount that would cause the Policy to fail the definition of life insurance as defined by Section 7702 of the Code or any applicable successor provision.</li></ol> <p>The Planned Premium amount cannot be increased if payment of the increased planned premium would cause the Policy to fail to satisfy the definition of life insurance as defined by Section 7702 of the Code or any applicable successor provision.</p> <p>If we receive a premium that causes the Death Benefit to increase by an amount that exceeds that Net Premium, we reserve the right to refuse that premium payment. We may require additional evidence of insurability before we accept that premium payment.</p> <p>Premiums cannot be paid on or after the Maturity Date, unless they are required under a Grace Period provision.</p> <p>Unless you request otherwise In Writing, any payment that we receive will be used as a premium payment.</p>
<b>Percent of Premium Charge</b>	<p>A Percent of Premium Charge will be deducted from each premium submitted. The maximum charge is shown on the Policy Specifications page.</p>
<b>Premium Tax Charge</b>	<p>A Premium Tax Charge will be deducted from each premium submitted. The maximum charge is shown on the Policy Specifications page.</p>
<b>Federal Tax Charge</b>	<p>A Federal Tax Charge will be deducted from each premium submitted. The maximum charge is shown on the Policy Specifications page.</p>
<b>Allocation of Net Premiums</b>	<p>You may allocate the Net Premiums among the Fixed Account and the Investment Divisions. No less than 1% of the Net Premium may be allocated to the Fixed Account or any Investment Division. Percentages must be in whole numbers. The cash value in the Fixed Account immediately after payment of the premium cannot exceed 1. times 2., where:</p> <ol style="list-style-type: none"><li>1. Equals the Fixed Account cash value plus the Separate Account cash value.</li><li>2. Equals the Fixed Account Maximum Allocation Percent as shown on the Policy Specifications page. We may modify the Fixed Account Maximum Allocation Percent at any time.</li></ol> <p>The initial allocation is shown on the Application.</p> <p>The Policy's first Net Premium is invested in the Fixed Account as of the Investment Start Date. Twenty days after the first Net Premium is applied to the Policy, the Cash Value will be allocated to the Fixed Account and/or the Investment Divisions according to the allocations you chose on the Application. Before the Cash Value is transferred from the Fixed Account, the values and benefits of the Policy will depend on the interest credited to the Fixed Account. After the Cash Value is transferred from the Fixed Account, each Net Premium will be allocated to the Fixed Account and/or the Investment Divisions according to the allocations you have chosen as of the date we receive the premium at our Designated Office.</p>
<b>Your Right to Change Allocation</b>	<p>While the Policy is in force, you may change the allocation of future Net Premiums among the Fixed Account and/or the Investment Divisions as outlined in the Allocation of Net Premiums provision. The change in allocation percentages will take effect when we receive your request In Writing.</p>
<b>Guaranteed Minimum</b>	<p>On each monthly anniversary, we will compare 1. to 2. for each Guaranteed Minimum Death Benefit Period (referred to as "Guaranteed Period") applicable to the Policy, where:</p>

**Death Benefit**

1. Equals the sum of the Guaranteed Minimum Death Benefit Monthly Premiums for each applicable Guaranteed Period for each monthly anniversary since the Policy Date; and
2. Equals the total premiums paid to date less: all partial withdrawals; any cash value paid to you to allow the Policy to continue to qualify as a life insurance contract; and any outstanding Loans.

If 2. is greater than or equal to 1. for at least one applicable Guaranteed Period, the Policy will not lapse, even if the Cash Surrender Value is insufficient to pay the Monthly Deduction.

If, based on the total premium paid, the Policy qualifies for a longer Guaranteed Period than the one chosen in the Application, the longer Guaranteed Period will be in effect. The Policy will qualify for a longer Guaranteed Period only if the premium requirement for that Guaranteed Period has been satisfied for each policy month since the Policy Date.

If the premium requirement for the Guaranteed Period chosen in the Application is not met: the Guaranteed Period chosen will no longer be in effect; and the next shorter Guaranteed Period for which the premium requirement has been met since the Policy Date, if any, will be in effect.

The Guaranteed Minimum Death Benefit Monthly Premium may change if any of the following occurs:

1. A change in Face Amount; or
2. The addition or deletion of, or change to, a rider made a part of the Policy; or
3. A change in Death Benefit Option; or
4. A misstatement of age or sex in the Application; or
5. A change in the Insured's risk classification. This may also affect the Guaranteed Period.

We will send you a revised Policy Specifications page reflecting the new Guaranteed Minimum Death Benefit Monthly premium.

If the Guaranteed Minimum Death Benefit ends because the premium requirement has not been met while the Policy is in force, the Guaranteed Period that was in effect immediately prior to the expiration of the Guaranteed Minimum Death Benefit can be reinstated within nine months, provided that the Policy remains in force. Sufficient premiums must be paid to satisfy the cumulative premium requirement for the applicable Guaranteed Period at the time of reinstatement.

If the Policy lapses during the first five policy years, only the Five-Year Guaranteed Period will be reinstated if the Policy is reinstated during the first five policy years. If the Policy lapses after the first five policy years, the Guaranteed Minimum Death Benefit provision will terminate and no Guaranteed Period can be reinstated if the Policy is reinstated.

We will send you a notice if the Guaranteed Minimum Death Benefit Monthly premium requirement for the Guaranteed Period you chose has not been met. The notice will state the amount of premium that has to be paid in order to retain the guarantee and whether, in the absence of payment, the Policy would qualify for the next shorter Guaranteed Period. If the premium required to keep your chosen Guaranteed Period in effect is not paid within 62 days of the notice, that guarantee will end. If the Policy qualifies for a shorter Guaranteed Period, that will become the new Guarantee Period.

**Grace Period**

If, on a monthly anniversary during an applicable Guaranteed Period, the Policy does not meet any applicable Guaranteed Minimum Death Benefit premium requirement and the Cash Surrender Value is less than the next Monthly Deduction, a Grace Period of 62 days will be allowed for the payment of a premium sufficient to keep the Policy in force (referred to as the "Amount Due").

After the termination of the last applicable Guaranteed Period, if the Cash Surrender Value is less than the next Monthly Deduction on a monthly anniversary, a Grace Period of 62 days will be allowed for the payment of the Amount Due.

At the start of the Grace Period, notice of the Amount Due will be sent to your last known address and to any assignee on record. The Amount Due is the amount required to pay the Monthly Deduction, or the amount required to meet a Guaranteed Minimum Death Benefit premium requirement (if applicable), whichever is less. If we do not receive the Amount Due by the end of the Grace Period, the Policy will lapse at the end of that 62-day period and it will then terminate without Cash Surrender Value. If the Insured dies during the Grace Period, any Amount Due will be deducted from the Death Benefit.

**Reinstatement**

If the Policy has not been surrendered, you may reinstate your lapsed Policy prior to the Maturity Date and within three years after the date of lapse. To reinstate, you must submit a request In Writing and the following:

1. Proof satisfactory to us that the Insured is insurable by our standards.
2. Payment of the Monthly Deductions and Loan Interest due and unpaid at the time of lapse.
3. Payment of an amount large enough to keep the Policy in force for at least two months.

The Insured must be alive on the date we approve the request for reinstatement. If the Insured is not alive, such approval is void.

The reinstated Policy will be in force from the date we approve the reinstatement application. There will be a full Monthly Deduction for the policy month in which we approve the reinstatement application.

Any Loans in effect at the time of lapse may be repaid or reinstated.

The Surrender Charge, Maximum Monthly Coverage Expense Charge and Maximum Monthly Policy Charge at the time of Reinstatement will be those in effect at the time of lapse. The Cash Value following Reinstatement will include the amount of any Surrender Charge imposed at the time of lapse.

Reinstatement of the Minimum Death Benefit Guarantee is limited as described in the Minimum Death Benefit Guarantee provision.

Riders can be reinstated only as stated in the rider or with our consent.



## 7. GENERAL PROVISIONS

<b>The Contract</b>	We have issued the Policy in consideration of the Application and payment of premiums. The Policy, the Application, any riders, and any endorsements comprise the entire contract and are made a part of the Policy when you accept the insurance applied for. The Policy may be changed by mutual agreement. Any change must be in writing and approved by our President or Secretary. Our representatives have no authority to alter or modify any terms, conditions, or agreements of the Policy, or to waive any of its provisions.
<b>Statements in Application</b>	All statements made by the Insured or on his or her behalf, or by the applicant, will be deemed representations and not warranties. Material misstatements will not be used to void the Policy, any rider or any increase in Face Amount or to deny a claim unless made in the Application.
<b>Claims of Creditors</b>	To the extent permitted by law, neither the Policy nor any payment under it will be subject to the claim of creditors or to any legal process.
<b>Conversion Right</b>	<p>While the Policy is in force during the first two policy years, you have a one-time right to exchange the Policy to a new permanent fixed benefit life policy on the life of the Insured, without proof of insurability. We, or an affiliate that we name, will issue the new policy on the following basis:</p> <ol style="list-style-type: none"><li>1. The new policy will have the same Policy Date and Issue Date as this Policy;</li><li>2. The Face Amount of the new policy may not be greater than the Face Amount, exclusive of riders, of this Policy on the exchange date;</li><li>3. The cost of insurance rates for the new policy will be based on the Insured's age, smoker status, sex, and risk classification in effect on the Issue Date of this Policy, or the class we determine is the closest to it if that class is not offered on the new policy;</li><li>4. The new policy will be a permanent fixed benefit plan agreed to by the issuing company, to the extent available for sale by that company on the exchange date and subject to any limits under Federal income tax and other applicable rules;</li><li>5. The Cash Value of this Policy will be transferred to the new policy as of the exchange date;</li><li>6. Any premium from this Policy that is in excess of the premium due, if any, for the new policy may be applied as an advance premium. If the conversion results in an increase in cash value, the increase will be payable by you. If a decrease in cash value results, we will return such amount to you;</li><li>7. Any Loan and loan interest due on the exchange date must be repaid prior to the issue of the new policy;</li><li>8. Any riders attached to this Policy will be attached to the new policy only if available for such policy;</li><li>9. The new policy will be subject to any assignments and limitations to which this Policy is subject.</li></ol>
<b>Misstatement of Age or Sex and Corrections</b>	<p>If we determine during the first policy year that there was a misstatement of age or sex in the Application, the Policy values and charges will be recalculated from the Issue Date based on the correct information.</p> <p>If we determine after the first policy year that there was a misstatement of age or sex in the Application, the amount of the Death Benefit will be that which would be purchased by the most recent Monthly Deduction at the correct age and sex.</p> <p>If we make any payment or Policy changes in good faith, relying on our records or evidence supplied to us, our duty will be fully discharged. We reserve the right to correct any errors in the Policy.</p>

<b>Unisex Basis</b>	If the Policy is issued on a unisex basis, all rates, benefits and values that contain differences based on sex are modified to provide the same for males and females.
<b>Incontestability</b>	We cannot contest the initial coverage after the Policy has been in force during the lifetime of the Insured for two years from its Issue Date. We cannot contest a Requested Increase with regard to material misstatements made concerning such increase after it has been in force during the lifetime of the Insured for two years from its Date of Coverage. We cannot contest a Death Benefit increase caused by a premium payment that required evidence of insurability after it has been in force during the lifetime of the Insured for two years from the date we received the premium payment. We cannot contest a Death Benefit increase caused by a change in Death Benefit Option that required evidence of insurability after it has been in force during the lifetime of the Insured for two years from its Date of Coverage. This provision will not apply to any rider that contains its own incontestability clause.  If the Policy was issued as the result of the exercise of an option given in another policy and proof of insurability was not required, the contestable period applicable to the coverage resulting from the option exercise will end at the same time as it would have under the original policy.
<b>Suicide Exclusion</b>	If the Insured dies by suicide, while sane or insane, within two years from the Issue Date, the amount payable will be limited to: the amount of premiums paid less any partial withdrawals; or, if greater and required by law, the reserve; less any Policy Loan Balance on the date of death. If the Insured dies by suicide, while sane or insane, after the first two policy years and within two years of the Date of Coverage of any Requested Increase: the increase will not be in effect; and the portion of Monthly Deduction attributable to the increase will be added to the Cash Value prior to the calculation of the Death Benefit.  If the Policy was issued as the result of the exercise of an option given in another policy and proof of insurability was not required, the suicide period applicable to the coverage resulting from the option exercise will end at the same time as it would have under the original policy.
<b>Annual Report</b>	Each year, or more often if required by law or regulation, we will send you a report that shows: the Death Benefit; current Policy values; surrenders; premiums paid and deductions made since the last report; any Policy Loan Balance; any Death Benefit Guarantee in effect; and any other information required by law or regulation.
<b>Illustration of Benefits</b>	You may make a request In Writing for an illustration of benefits. We may charge a small fee for any requested illustration after the first in each policy year. This fee will not exceed the Maximum Fee for Illustration of Benefits shown on the Policy Specifications page.

## 8. PERSONS WITH AN INTEREST IN THE POLICY

### Owner

The Owner of the Policy is named in the Application. The Owner can be changed before the death of the Insured. The new Owner will succeed to all rights of the Owner, including the right to make a further change of Owner. If there is more than one Owner, all must exercise the rights of ownership by joint action. Ownership may be changed in accordance with the Change of Owner or Beneficiary provision.

The Owner may be the Insured or someone else, and may be a person, a partnership, a corporation, a fiduciary or any other legal entity. At the death of the Owner, his or her estate will be the Owner, unless a successor Owner has been named. The rights of the Owner will end at the death of the Insured.

### Beneficiary

The Beneficiary is the person or entity named to receive the Policy Proceeds. The initial Beneficiary is named in the Application. You may change the Beneficiary before the death of the Insured; however, an irrevocable Beneficiary cannot be changed without his or her consent. The Beneficiary can be a person, a corporation, a partnership, a fiduciary or any other legal entity. A person must survive the Insured to qualify as Beneficiary. If none survives, the proceeds will be paid to the Owner.

Any payment we make will terminate our liability with respect to such payment.

### Change of Owner or Beneficiary

During the Insured's lifetime you may change the Owner and Beneficiary designations, subject to any restrictions as stated in the Owner and Beneficiary provisions. You must make the change In Writing. Once it is recorded, the change will take effect as of the date you signed the request, whether or not the Insured is living when we receive your request. The change will be subject to any assignment of the Policy or other legal restrictions. It will also be subject to any payment we made or action we took before we recorded the change. A change of Owner will void any prior Beneficiary designation.

### Assignments

If you make an absolute assignment of the Policy, the assignee will be the new Owner and Beneficiary. A collateral assignment of the Policy by you is not a change of Owner or Beneficiary; but their rights will be subject to the terms of the assignment. Assignments will be subject to all payments made and actions taken by us before a signed copy of the assignment form is recorded by us at our Designated Office. We will not be responsible for determining whether or not an assignment is valid.

### Designation of Owner and Beneficiary

A numbered sequence can be used to name successive Owners or Beneficiaries. Co-beneficiaries will receive equal shares unless otherwise stated.

In naming Owners or Beneficiaries, unless otherwise stated:

1. "Child" includes an adopted or posthumous child;
2. "Provision for issue" means that if a Beneficiary does not survive the Insured, the share of the Policy Proceeds for that Beneficiary will go to his or her living issue by right of representation; and
3. A family relation such as "wife", "husband" or "child" means relation to the Insured.

At the time of payment of benefits, we can rely on an affidavit of any Owner or other responsible person to determine family relations or members of a class.

### Requests For Changes or Information

All requests for change or information must be submitted In Writing.

## 9. PAYMENT OF POLICY BENEFITS

<b>Payment</b>	<p>Unless otherwise requested, we may pay the Policy Proceeds when the Insured dies to the Payee in one sum or by placing the amount in an account that earns interest. The Payee will have immediate access to all or any part of the account. We will pay interest on the proceeds from the date they become payable to the date of payment as stated above, if required by law.</p> <p>On request, all or part of the proceeds payable in one sum at the death of the Insured can be applied to any Payment Option at the choice of the Payee. Further, with our consent, any Payee who is entitled to receive proceeds in one sum when a Payment Option ends, or at the death of a prior Payee, or when the proceeds are withdrawn, can choose to apply the proceeds to a Payment Option.</p>
<b>Choice of Payment Options; Option Date</b>	<p>The choice of a Payment Option and the naming of the Payee must be In Writing. You can make, change or revoke the choice before the death of the Insured. The Option Date is the effective date of the Payment Option, as chosen.</p> <p>When a Payment Option starts, a contract will be issued by us or by an affiliate that will describe the terms of the Option.</p>
<b>Payee</b>	<p>A Payee is a person, a corporation, a partnership, a fiduciary or any other legal entity entitled to receive the Policy Proceeds or surrender proceeds in one sum or under a Payment Option.</p> <p>If the Payee is not a natural person, the choice of a Payment Option will be subject to our approval. A collateral assignment will modify a prior choice of a Payment Option. The amount due any assignee will be payable in one sum and the balance will be applied under the Payment Option.</p>
<b>Life Income Options</b>	<p>Guaranteed Life Income Options are based on the age of the Payee on the Option Date. We will require proof of age. The Life Income payments will be based on the rates shown in the Life Income Tables; or, if they are greater, our Payment Option rates on the Option Date. If the rates at a given age are the same for different periods certain, the longest period certain will be deemed to have been chosen.</p>
<b>Death of Payee</b>	<p>Amounts to be paid after the death of a Payee under a Payment Option will be paid as due to the successor Payee. If there is no successor Payee, amounts will be paid in one sum to the estate of the last Payee to die. If a Payee under a Life Income Option dies within 30 days after the Option Date, the amount applied to the Option, less any payments made, will be paid in one sum, unless a Payment Option is chosen.</p>
<b>Limitations</b>	<p>If installments under an Option would be less than \$50, proceeds can be applied to a Payment Option only with our consent.</p>

## 10. PAYMENT OPTIONS

### Single Life Income

Monthly payments will be made during the lifetime of the Payee.

### Single Life Income – 10 Year Guaranteed Payment Period

Monthly payments will be made during the lifetime of the Payee with a guaranteed payment period of 10 years.

### Joint and Survivor Life Income

Monthly payments will be made:

1. While either of two Payees is living, called "Joint and Survivor Life Income", or
2. While either of two Payees is living, but for at least 10 years, called "Joint and Survivor Life Income, 10 Years Certain".

### Other Frequencies and Options

Other Payment Options and payment frequencies may be arranged with us.

## 11. LIFE INCOME TABLES

### Minimum Payments under Payment Options

Monthly payments for each \$1,000 applied will not be less than the amounts shown in the following tables. On request, we will provide additional information about amounts of minimum payments.

#### Single Life Income

Payee's Age	Life Income		10 Year Guaranteed Payment Period	
	Male	Female	Male	Female
50	\$2.83	\$2.65	\$2.82	\$2.64
55	3.11	2.89	3.10	2.88
60	3.47	3.19	3.44	3.18
65	3.92	3.59	3.87	3.56
70	4.54	4.11	4.43	4.05
75	5.40	4.83	5.13	4.69
80	6.57	5.86	5.96	5.53
85	8.20	7.37	6.87	6.52
90 & over	10.48	9.62	7.72	7.52

#### Joint and Survivor Life Income

Age of Both Payees	Joint and Survivor	Joint and Survivor, 10 Years Certain
	One Male and One Female	One Male and One Female
50	\$2.43	\$2.43
55	2.63	2.63
60	2.87	2.87
65	3.17	3.17
70	3.58	3.57
75	4.12	4.11
80	4.87	4.82
85	5.94	5.76
90 & over	7.47	6.84

## OVERLOAN PROTECTION RIDER

MetLife Insurance Company USA

This Rider is a part of the Policy if it is listed on the Policy Specifications page or on the Policy Specifications for Policy Change page. A copy of the application for this Rider is attached to and made a part of this Rider.

### Overloan Protection Benefit

When the Overloan Protection Benefit is active, the Policy will not lapse even if the Cash Value is insufficient to pay the Monthly Deduction. The Death Benefit will be reduced by the Policy Loan Balance.

### Activation of this Benefit

While this Rider is in force, we will send you a notification that you can choose to activate the Overloan Protection Benefit if the following conditions have been met:

1. The Policy has been in force for at least 15 policy years;
2. The Insured is at least Attained Age 75 (if this Rider is attached to a survivorship policy, the younger Insured must be at least Age 75),
3. The Policy Loan Balance is greater than both:
  - a. The Face Amount of the Policy; and
  - b. The Cash Value times the Minimum Percentage shown on the Rider Specifications page; and
4. On the date we receive your request In Writing to activate this Rider, the Policy Loan Balance is less than or equal to the Maximum Percentage shown on the Rider Specifications page times: the Cash Value less the surrender charge and the Rider Charge;
5. The aggregate amount of premiums paid for the Policy, less the aggregate amount received under the Policy to the extent that such amount was excludable from gross income, have been withdrawn;
6. The Death Benefit Option in effect on the date we receive your request In Writing to activate this Rider must be Option A;
7. The Cash Value less the Surrender Charge must be sufficient to cover the Rider Charge described below; and
8. The Policy is not a Modified Endowment Contract as defined in Section 7702A of the Internal Revenue Code of 1986, and the exercise of the Rider would not cause the Policy to become a Modified Endowment Contract.

If you want to activate this Rider, you must make a request In Writing within 30 days after we mail the notification.

### Effect on the Policy

Activating the Overloan Protection Benefit will have the following effects on the Policy:

1. The Cash Value in the Investment Divisions will immediately be transferred to the Fixed Account, with no Transfer Processing Charge;
2. Transfers from the Fixed Account will not be allowed;
3. Policy changes will not be allowed;
4. Premium payments will not be accepted;
5. New loans (other than capitalized interest), partial withdrawals and surrenders will not be allowed;
6. No further Monthly Deductions will be taken;
7. All other riders that are a part of the Policy will be terminated, and new riders cannot be added to the Policy.

**Rider Charge**

There is no charge for this Rider before you activate it. A one-time non-refundable charge will be deducted from the Cash Value when this Rider is activated prior to Attained Age 100. The charge equals: the Cash Value on the date we receive your request In Writing to activate this Rider; times the Overloan Protection Rate shown on the Rider Specifications page.

**Deactivation of this Benefit**

You can deactivate this Rider by making a request In Writing. On the date we receive your request In Writing, any riders that were terminated will remain terminated, and no new riders can be added to the Policy. Any other changes that were made to the Policy as a result of activating this Rider will no longer apply. Monthly Deductions will be taken on each monthly anniversary following the date of deactivation.

You can subsequently request activation of this Rider. Activation is subject to the conditions listed in the "Activation of this Benefit" provision.

**Termination**

This Rider will terminate upon the earlier of:

1. The termination of the Policy; and
2. The monthly anniversary on or next following our receipt of your request In Writing to terminate this Rider.

The Issue Date of this Rider and Policy are the same unless another Issue Date is shown on the Policy Specifications for Policy Change page.

MetLife Insurance Company USA

  
Secretary

**RIDER SPECIFICATIONS FOR OVERLOAN PROTECTION RIDER**

<b>Insured:</b>	DEREK MOORE B
<b>Policy Number:</b>	216 002 437 USV
<b>Risk Classification:</b>	PREFERRED SMOKER
<b>Minimum Percentage:</b>	95.00%
<b>Maximum Percentage:</b>	99.50%
<b>Overloan Protection Rate:</b>	3.50%

Copying Prohibited



Amendment to Application for Insurance

Proposed Insured: DEREK B MOORE

Case/Policy No.: 216 002 437 USV

Date of Application: December 16, 2015

I agree to the following changes to the application referred to above:

The details on the Proposed Insured(s) physician(s) are amended to read: Date of last visit Dec 30, 2015 for annual check-up.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

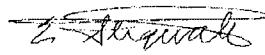
Date: \_\_\_\_\_

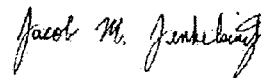
Proposed Insured #1 (Parent, if Insured under age 15)

Proposed Insured #2 (Parent, if Insured under age 15)

Applicant, if other than Proposed Insured

MetLife Insurance Company USA  
1209 Orange Street, Wilmington, DE 19801

  
President

  
Secretary

**Application for Life Insurance**

**Company** (Check the appropriate ONE.)  Metropolitan Life Insurance Company  General American Life Insurance Company  
 The Company indicated in this section is referred to as "the Company".  New England Life Insurance Company  MetLife Insurance Company USA

**SECTION I - About the Proposed Insured**

For Additional Insureds please complete the **Additional Insureds Supplement** form.

First Name <b>Derek</b>		Middle Name <b>B</b>	Last Name <b>Moore</b>	
Permanent Address <b>7 Tulane Drive</b>		City <b>Rehoboth Beach</b>	State <b>DE</b>	Zip <b>19971</b>
Country of Legal Residence <b>USA</b>		Date of Birth <b>1981-03-04</b>	E-Mail Address <b>derekmoore001@yahoo.com</b>	
Primary Phone Number <b>(302) 245-0266</b>	Alternate Phone Number	Preferred Time to Call	From <b>9:00</b>	To <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM <b>5:00</b>
Place of Birth <b>Delaware, USA</b>	Social Security or Tax ID Number <b>222-82-9839</b>	Earned Annual Income <b>\$250,000</b>	Net Worth <b>\$6,000,000</b>	
<input checked="" type="checkbox"/> U.S. Driver's License Issuer of ID <b>State of Delaware</b>	If not licensed, please indicate other form of ID: ID Number <b>121488</b>		<input type="checkbox"/> Passport Issue Date (if any) <b>02/17/2012</b>	<input type="checkbox"/> Government Issued Photo ID Expiration Date (if any) <b>03/04/2017</b>
Name of Employer <b>MBN Construction</b>	Employer City <b>Rehoboth Beach</b>	State <b>DE</b>	ZIP <b>19971</b>	Position/Duties <b>Owner</b>

<b>NON U.S. CITIZENS ONLY</b> - Country of Citizenship	Green Card/Visa Type	Expiration Date
Country of Permanent Residence	ID Number	Years in the U.S.

**SECTION II - About the Owner**

**Complete ONLY if the Owner is NOT the Proposed Insured.**

**OWNER - TRUST / BUSINESS ENTITY** - Name of Entity  
**Derek B Moore Revocable Trust dtd 8-28-06**

Tax ID Number  
**207192059**

Trustee / Owner State  
**DE**

Trust  Business Entity  Charity  Qualified Pension Plan  Complete the appropriate required form(s).

**OWNER - OTHER INDIVIDUAL**

First Name	Middle Name	Last Name
Permanent Address	City	State Zip
Country of Legal Residence	Citizenship	Social Security or Tax ID Number
E-Mail Address	Earned Annual Income	Net Worth
Relationship to Proposed Insured		

Please indicate form of ID:  U.S. Driver's License Issuer of ID  
ID Number  Passport Issue Date (if any)  Government Issued Photo ID Expiration Date (if any)

Check if ownership should revert to insured upon Owner and Contingent Owner's deaths.



**SECTION III - About the Beneficiary / Beneficiaries** For additional Beneficiaries, use Section IX - Additional Information.

Check here if the Owner is the Primary Beneficiary.

For Primary or Contingent Beneficiaries who are NOT the Owner, complete the table below.

Beneficiary Type	Name (First, Middle, Last)	Date of Birth	Relationship to Proposed Insured	Social Security Number (Optional)	Percentage of Proceeds (if not equal)
Primary					
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent					
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent					

Check here to include all living and future natural or adopted children of the Proposed Insured as Contingent Beneficiaries. (Name all living children above.)

If a Custodian is acting on behalf of a minor Beneficiary listed above, please use **Co-Owner/Contingent Owner and UTMA Designations Supplement** form.

Federal law states that if someone with special needs has assets over \$2,000, they may lose eligibility for government benefits.

**SECTION IV - About Proposed Coverage** Check the desired coverage(s).

<input type="checkbox"/> Universal Life	<input checked="" type="checkbox"/> Variable Life	<input type="checkbox"/> Whole Life	<input type="checkbox"/> Term Life
Product Name <b>Equity Advantage VUL</b>	Product Name	Product Name	Product Name
Face Amount* <b>\$5,000,000.00</b>	Face Amount*	Face Amount*	Face Amount*
Riders and Details <b>Overloan Protection Rider</b>	Riders and Details	Riders and Details	Riders and Details
<input type="checkbox"/> Coverage Continuation (UL only)	<input type="checkbox"/> Disability Waiver	<input type="checkbox"/> Disability Waiver	Disability Waiver: <input type="checkbox"/> Convertible <input type="checkbox"/> Non-Convertible
Disability Waiver: <input type="checkbox"/> Specified Premium <input type="checkbox"/> Monthly Deduction (VUL only)	Dividend Options: <input type="checkbox"/> Paid-Up Additions <input type="checkbox"/> Other, please specify:	<input type="checkbox"/> Paid-Up Additions <input type="checkbox"/> Other, please specify:	
Death Benefit Option <b>A</b>	<input type="checkbox"/> Automatic Premium Loan Requested	<input type="checkbox"/> Automatic Premium Loan Requested	
Definition of Life Insurance: <input checked="" type="checkbox"/> Guideline Premium Test <input type="checkbox"/> Cash Value Accumulation Test	<input type="checkbox"/> For a full list of riders and options, please consult with your Producer. <b>Note:</b> Some riders may require supplement forms to be completed. <input type="checkbox"/> For Variable Life products, please complete the <b>Variable Life Supplement</b> form. * If Face Amount is equal to or exceeds \$1,000,000, please complete the <b>Personal Financial Information</b> form.		
Planned Premium: Year 1 <b>\$45,100.00</b> Years 2 to 6 <b>\$45,100.00</b> Years _____ to _____ (UL only)			

**ADDITIONAL OPTIONS**

One Time (Single) Payment Amount      1035 Exchange Amount      Requested Policy Date       Save Age

**POLICY OPTIONS**

Alternate Policy: Product, Face Amount and Details \_\_\_\_\_

Additional Policy: Product, Face Amount and Details \_\_\_\_\_

Group Conversion Only

Group Conversion Alternative }  Please complete the **Group Conversion Supplement** form for either choice.



**SECTION V - About Existing or Applied for Insurance**

Does the Proposed Insured or Owner have any existing or applied for life insurance or annuities with this or any other company?

Proposed Insured  Yes  No  
 Owner  Yes  No

If **YES**, please provide details of any existing or applied for **Life Insurance** on the **Proposed Insured** only.

Company	Amount of Insurance	Year of Issue	Status
Met Life	\$5,000,000	2006	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Applied For
			<input type="checkbox"/> Existing <input type="checkbox"/> Applied For
			<input type="checkbox"/> Existing <input type="checkbox"/> Applied For
			<input type="checkbox"/> Existing <input type="checkbox"/> Applied For

In connection with this application, has there been, or will there be with this or any other company any: surrender transaction; loan; withdrawal; lapse; reduction or redirection of premium/consideration; or change transaction (except conversions) involving an annuity or other life insurance?

Yes  No

If **YES**, complete **Replacement Questionnaire** AND any other state required replacement forms or 1035 exchange forms.

If Proposed Insured is financially dependent on another individual, indicate individual providing support:

Spouse  Child  Parent  Other \_\_\_\_\_

Amount of insurance or individual providing support. Existing Insurance \_\_\_\_\_ Insurance Applied For \_\_\_\_\_

If Proposed Insured is a minor, are all siblings equally insured?  Yes  No

If **NO**, please provide details: \_\_\_\_\_

**SECTION VI - About Payment Information**

**PREMIUM PAYOR**

Proposed Insured  Owner (If NOT the Proposed Insured)  Other (Complete the box below.)

Other Premium Payor Name	Social Security or Tax ID Number	Relationship to Proposed Insured or Owner		
Reason this Person is the Payor				
Permanent Address	City	State	Zip	

**PAYMENT MODE**

(Check the appropriate ONE.)

Billing Mode:  Annual  Semi-Annual  Quarterly

Monthly Draft per Debit Authorization (See next page.)

Monthly Draft per Existing Electronic Payment Number \_\_\_\_\_

Special Account:  Government Allotment  Salary Deduction  List Bill

If Special Account, provide Employer Group Number (EGN) or List Bill Number \_\_\_\_\_

**INITIAL PAYMENT**

Amount Collected with Application  
**\$45,100**

Method of Collection:

Initial Premium by Electronic Funds Transfer (Must be at least a monthly amount.)

Check (Must be at least 1/12 of an annual premium.)

**SOURCE OF CURRENT AND FUTURE PAYMENTS** (Check ALL that apply.)

Earned Income  Mutual Fund/Brokerage Account  Money Market Fund  Savings  Loans  
 Certificate of Deposit  Use of Values in another Life Insurance/Annuity Contract  Other Trust/family



**DEBIT AUTHORIZATION**

**Available only if the bank account holder is the Owner and/or Proposed Insured.**

All others please complete the **Electronic Payment (EP) Account Agreement** form.

The undersigned ("I") hereby authorize the Company with whom I am completing this application to initiate debit entries through Metropolitan Life Insurance Company to the deposit account designated below, at the Financial Institution named below, using the Automated Clearing House. I authorize:

- 1. Monthly recurring debits: AND
- 2. Debits made from time to time, as I authorize.

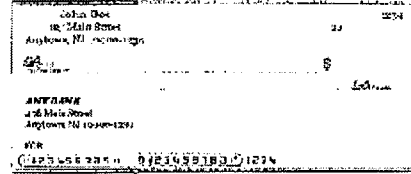
This authorization is to remain in full force and effect until the Company has received written notification from me of its termination at such time and in such manner as to afford the Company and the Financial Institution a reasonable opportunity to act on it.

Monthly Debit Date:  Issue Date of the Policy  
 Debit Date on the \_\_\_\_\_ of each month

Bank Account Type:  Checking  Savings

Bank Routing Number \_\_\_\_\_ Bank Account Number \_\_\_\_\_

Name of Financial Institution \_\_\_\_\_



4000 33000001 300000000000  
 BANK ROUTING NUMBER BANK ACCOUNT NUMBER

Note: Please attach a voided check or deposit slip to Section IX - Additional Information. We cannot establish banking services from starter checks, cash management, brokerage, or mutual fund checks. We cannot establish banking services from foreign banks UNLESS the check is being paid in U.S. Dollars through a U.S. correspondent bank (the U.S. correspondent bank name must be on the check).

**SECTION VII - General Risk Questions**

Use Section IX - Additional Information if necessary.

1. Within the past three years has the Proposed Insured flown in a plane other than as a passenger on a commercial airline or does he or she have plans for such activity within the next year?  Yes  No

If YES, please complete a separate **Aviation Risk Supplement** form for the Proposed Insured.

2. Within the past three years has the Proposed Insured participated in or does he or she plan to participate in any of the following?  Yes  No

- Underwater sports - SCUBA diving, skin diving, or similar activities
- Racing sports - motorcycle, auto, motor boat or similar activities
- Sky sports - skydiving, hang gliding, parachuting, ballooning or similar activities
- Rock or mountain climbing or similar activities
- Bungee jumping or similar activities

If YES, please complete a separate **Avocation Risk Supplement** form for the Proposed Insured.

3. Has the Proposed Insured traveled or resided outside the U.S. or Canada within the past two years; or does he or she plan to travel or reside outside the U.S. or Canada within the next two years?  Yes  No

If YES, please provide details.

Past	Future	Duration (weeks)	Cities and Countries	Purpose
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			
<input type="checkbox"/>	<input type="checkbox"/>			

4. Has the Proposed Insured EVER used tobacco or nicotine products in any form (e.g., cigars, cigarettes, cigarillos, pipes, chewing tobacco, nicotine patches, or nicotine gum)?  Yes  No. If YES, please provide details.

Product(s)	Frequency / Amount	Date Last Used
Cigarettas		



5. Has the Proposed Insured **EVER** had a driver's license suspended or revoked, been convicted of DUI or DWI, or in the last five years had any moving violations? If **YES**, please provide date(s) and violation(s).  Yes  No

6. Has the Proposed Insured **EVER** had an application for life, disability income or health insurance declined, postponed, rated or modified or required an extra premium? If **YES**, please provide details.  Yes  No

7. In the past 10 years, has the Proposed Insured been convicted of or pled Guilty or No Contest to a felony? If **YES**, list type of felony, state, and date of occurrence.  Yes  No

8. Is the Proposed Insured actively at work performing the usual duties of his or her occupation?  Yes  No  
If **NO**, please provide details.

**SECTION VIII - Personal Physician**

Check here if Proposed Insured does not have a personal physician.

Physician Name <b>Dr. Mark Sordj</b>		Name of Practice or Clinic <b>Mid Atlantic Family Practice</b>		
Street Address <b>20261 John J Williams Hwy</b>		City <b>Lewes</b>	State <b>DE</b>	Zip <b>19858</b>
Phone Number <b>(302) 644-6860</b>	Date Last Consulted	Reason <b>Migraines</b>	Findings/Treatment Given/Medication Prescribed <b>Diagnosed chiri malformation</b>	

**SECTION IX - Additional Information**

If more space is needed, attach additional sheet(s).



**Certification / Agreement / Disclosure**

Was a sales illustration provided for the life insurance policy as applied for?

Yes  No

A. If Yes, please choose one of the following:

- An illustration was signed and **matches the policy applied for**. It is included with this application.
- An illustration was shown or provided but is **different from the policy applied for**. An illustration conforming to the policy as issued will be provided no later than at the time of policy delivery.
- The sale was made using an illustration with Accelerated Payment.
- If illustration was **only shown on a computer screen**, check and complete the details in the box below.

An illustration was displayed on a computer screen. The displayed illustration **matches the policy applied for** but no printed copy of the illustration was provided. An illustration conforming to the policy as issued will be provided no later than at the time of policy delivery. The illustration on the screen included the following personal and policy information:

- 1. Gender (as illustrated)  Male  Female  Unisex
- 2. Age \_\_\_\_\_
- 3. Rating Class (e.g. Standard Non-smoker) \_\_\_\_\_  Non-smoker  Smoker
- 4. Product Name (e.g. GAUL) \_\_\_\_\_
- 5. Face Amount \_\_\_\_\_
- 6. Dividend Option (Whole Life only) \_\_\_\_\_

B. If No, please choose one of the following:

- Producer certifies that a signed illustration is **not required** by law or the policy applied for is not illustrated in this state.
- No illustration conforming to the policy as applied for** was shown or provided prior to or at the time of this application. An illustration conforming to the policy as issued will be provided no later than at the time of policy delivery.

**Agreement / Disclosure**

I have read this application for life insurance including any amendments and supplements and to the best of my knowledge and belief, all statements are true and complete. I also agree that:

- My statements in this application and any amendment(s), paramedical/medical exam and supplement(s) are the basis of any policy issued.
- This application and any amendment(s), paramedical/medical exam, and supplement(s) to this application will be attached to and become part of the new policy.
- No information will be deemed to have been given to the Company unless it is stated in this application, paramedical/medical exam, amendment(s), or any supplement(s).
- Only the Company's President, Vice-President or Secretary may: (a) make or change any contract of insurance; (b) make a binding promise about insurance; or (c) change or waive any term of an application, receipt, or policy.
- Except as stated in the Temporary Insurance Agreement and Receipt, no insurance will take effect until a policy is delivered to the Owner and the full first premium due is paid. It will only take effect at the time it is delivered if: (a) the condition of health of each person to be insured is the same as stated in the application; and (b) no person to be insured has received any medical advice or treatment from a medical practitioner since the date of the application.
- If I have requested a rider that provides an acceleration of death benefit, I have received the appropriate disclosure form.
- I understand that paying my insurance premiums more frequently than annually may result in a higher yearly out-of-pocket cost or different cash values.
- If I intend to replace existing insurance or annuities, I have so indicated in the appropriate section of the application.
- I have received the Company's Privacy Notice and the Life Insurance Buyer's Guide.
- If I was required to sign a Notice and Consent for HIV Testing, I have received a copy of that Notice.



**Fraud Warnings**

**Arkansas, Kentucky, Louisiana, New Mexico, Ohio, Oklahoma, Rhode Island**

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

**District of Columbia, Tennessee, Virginia, Washington**

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

**Taxpayer Identification Number Certification**

Under penalties of perjury, I, the Owner, certify that:

- The number shown in this application is my correct taxpayer identification number, and I am not subject to backup withholding because:
  - (a) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (b) the IRS has notified me that I am not subject to backup withholding.  
*(If you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return, you must cross out and initial this item.)*
- I am a U.S. citizen or a U.S. resident alien for tax purposes.  
*(If you are not a U.S. citizen or a U.S. resident alien for tax purposes, please cross out this certification and complete form W-8BEN).*

Ⓢ Please note: The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

**Signatures**

If not witnessing all signatures, witness should initial next to signature being witnessed and sign below.

Signature(s) of all Proposed Insured(s)

Date

Signed at City, State

▶ *[Signature]* 12-16-15 REHOBOTH BEACH, DE

(age 15 or over)

Please complete the **Additional Insureds Supplement** or **Child Rider Supplement** form(s) if applicable.

Signature(s) of all Owner(s) (If NOT the Proposed Insured.)

Date

Signed at City, State

▶ *[Signature]* 12-16-15 REHOBOTH BEACH, DE

(age 15 or over)

Ⓢ If the Owner is a firm or corporation, include Officer's title with signature.

If Co-Owner or Custodian, please complete the **Co-Owner/Contingent Owner and UTMA Designations Supplement** form.

Signature of Parent or Guardian

Date

Signed at City, State

▶ \_\_\_\_\_  
(If Owner or Proposed Insured is under 18, sign here. If not sign above.)

Witness to Signatures

Licensed Producer

Print Name of Producer

▶ *[Signature]* BENJAMIN J. ALBERT





## Medical Supplement

**Company** (Check the appropriate ONE.)  Metropolitan Life Insurance Company  General American Life Insurance Company  
 The Company indicated in this section is referred to as "the Company".  New England Life Insurance Company  MetLife Insurance Company USA

This supplement will be attached to and become part of the application with which it is used.

### SECTION I - Medical Questions

⚠ If more space is needed, attach additional sheet(s).

Ⓜ If FULL PARAMEDICAL/MEDICAL EXAM is required, completion of this Medical Supplement form is **OPTIONAL**.

**Proposed Insured - First Name** Derek **Middle Name** B **Last Name** Moore

1. Please provide Proposed Insured's height and weight: Height (ft. in.) 6' 10" Weight (lbs.) 175  
 Has the Proposed Insured experienced a change in weight greater than 10 pounds in the past 12 months?  Yes  No  
 If YES, please specify: Pounds Lost \_\_\_\_\_ Pounds Gained \_\_\_\_\_ Reason \_\_\_\_\_

2. Has the Proposed Insured **EVER** been diagnosed, received treatment, or consulted with a health professional for any of the following? If YES, please check ALL that apply and provide details in table below.  Yes  No

- |  |   |   |  |
|--|---|---|--|
| A. <input type="checkbox"/> High Blood Pressure    | H. <input type="checkbox"/> Asthma / Bronchitis | O. <input type="checkbox"/> Parkinson's Disease | V. <input type="checkbox"/> Lupus                |
| B. <input type="checkbox"/> Chest Pain             | I. <input type="checkbox"/> Emphysema           | P. <input type="checkbox"/> Alzheimer's Disease | W. <input type="checkbox"/> Anemia               |
| C. <input type="checkbox"/> Heart Attack           | J. <input type="checkbox"/> Sleep Apnea         | Q. <input type="checkbox"/> Memory Loss         | X. <input type="checkbox"/> Depression / Anxiety |
| D. <input type="checkbox"/> Heart Murmur           | K. <input type="checkbox"/> Seizures            | R. <input type="checkbox"/> Colitis             | Y. <input type="checkbox"/> Eating Disorder      |
| E. <input type="checkbox"/> Diabetes               | L. <input type="checkbox"/> Stroke / TIA        | S. <input type="checkbox"/> Cirrhosis           |  |
| F. <input type="checkbox"/> High Cholesterol       | M. <input type="checkbox"/> Paralysis           | T. <input type="checkbox"/> Hepatitis           |  |
| G. <input type="checkbox"/> Cancer / Tumor / Polyp | N. <input type="checkbox"/> Multiple Sclerosis  | U. <input type="checkbox"/> Arthritis           |  |

Letter	Name of Health Professional (Include City & State)	Date / Duration of Illness	Diagnosis / Treatment / Medication

3. Other than as indicated above, has the Proposed Insured **EVER** had any disease or disorder of any of the following? If YES, please check ALL that apply and provide details in table below.  Yes  No

- |   |  |  |
|---|--|--|
| A. <input type="checkbox"/> Heart                               | G. <input type="checkbox"/> Prostate               | M. <input type="checkbox"/> Thyroid / Other Glands             |
| B. <input type="checkbox"/> Arteries / Veins                    | H. <input type="checkbox"/> Reproductive Organs    | N. <input type="checkbox"/> Eyes                               |
| C. <input type="checkbox"/> Lungs / Respiratory System          | I. <input type="checkbox"/> Brain / Nervous System | O. <input type="checkbox"/> Ears / Nose / Throat               |
| D. <input type="checkbox"/> Gastrointestinal / Digestive System | J. <input type="checkbox"/> Blood                  | P. <input type="checkbox"/> Skin                               |
| E. <input type="checkbox"/> Liver / Pancreas                    | K. <input type="checkbox"/> Lymph Nodes            | Q. <input type="checkbox"/> Muscles / Bones / Joints           |
| F. <input type="checkbox"/> Kidney / Bladder                    | L. <input type="checkbox"/> Immune System          | R. <input type="checkbox"/> Emotional / Psychological Disorder |

Letter	Name of Health Professional (Include City & State)	Date / Duration of Illness	Diagnosis / Treatment / Medication



4. Other than as indicated previously, within the past five years, has the Proposed Insured had any illness, injury, surgery, physical exam, consultation, or medical test (e.g. laboratory tests, EKG, etc.) or been a patient in a hospital or other medical facility?  Yes  No
5. Is the Proposed Insured currently receiving any treatment or taking any prescription or nonprescription medications or supplements?  Yes  No
6. Does the Proposed Insured have any surgery, medical tests, treatment or visits with a health professional scheduled in the next six months?  Yes  No
7. Has the Proposed Insured ever been diagnosed with or treated by a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS)?  Yes  No
8. Has the Proposed Insured ever tested positive for the AIDS Human Immunodeficiency Virus (HIV) or for antibodies to the AIDS (HIV) virus?  Yes  No
9. Has the Proposed Insured ever used cocaine, heroin, or other illicit drugs or controlled substances except as prescribed by a health professional?  Yes  No
10. Has the Proposed Insured ever sought, been advised to seek, or received counseling or treatment for the use of alcohol or drugs from a health professional or support group?  Yes  No

If YES, please provide details in table below for Questions 4 - 10.

Number	Name of Health Professional (Include City & State)	Date / Duration of Illness	Diagnosis / Treatment / Medication

**SECTION II - Family History**

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

Relationship to Proposed Insured	Age(s) if Living	Age(s) at Death	State of Health (Specific Conditions) or Cause of Death
Father	70		Good
Mother	65		Good now - had heart attack 2 years ago
Sibling	42		Good
Sibling	38		Good
Sibling			

**PART II** Check the appropriate company.

Case/Policy # P102140501

**Paramedical/  
Medical Exam**

- Metropolitan Life Insurance Company  
 New England Life Insurance Company  
 Metropolitan Tower Life Insurance Company  
 MetLife Insurance Company USA  
 General American Life Insurance Company

The Company indicated above is referred to as "the Company."

The questions below are directed to the person to be examined. Record **ONLY** this person's answers in the spaces below.

1. Name of Proposed Insured LAST Moore FIRST Derek MIDDLE B Date of Birth 03/24/1961

2. Tobacco Use - Indicate date last smoked/used:  
 Cigarette 11-29-15  Never  Smokeless Tobacco  Never Cigar/Pipe  Never  
 Nicotine Substitute (i.e., Patch, Gum, etc.)  Never Amount/Frequency 1 ppd How Long 17 yrs.

3. Please provide name of doctor, practitioner, or health care facility who can give us the most complete and up to date information concerning your present health. If **None**, check .  
 Physician Name Dr. Mark Sordi Name of Practice/Clinic MID Atlantic Family  
 Street 9251 John Williams Hwy City Dewees State De Zip 21540  
 Phone Number 302-644-6668 Number                      Date Last Consulted MONTH/DAY/YEAR 2 weeks ago  
 Reason flu shot / check  
 Findings, treatment given, medication prescribed. If **None**, check .

Reasons, findings, earlier consultations past 5 years Routine P.E. 2 years ago  
Scheduled for Dec 2015

4. Height 5 ft. 9 1/2 in. Weight 186 lbs. Change in weight in past 12 months?  Yes  No  
 If Yes, Pounds lost                      Pounds gained                      Reason                     

5. Have you **EVER** received treatment, attention, or advice from any physician, practitioner or health facility for, or been told by any physician, practitioner or health facility that you had:
- a) High blood pressure; chest pain; heart attack; irregular heartbeat; peripheral vascular disease; or any other disease or disorder of the heart or circulatory system (blood vessels)?  Yes  No
  - b) Asthma; bronchitis; pneumonia; emphysema; sleep apnea; shortness of breath; or any other disease or disorder of the lungs or respiratory system?  Yes  No
  - c) Seizures; stroke; paralysis; Alzheimer's disease or other form of dementia; multiple sclerosis; memory loss; Parkinson's disease; progressive neurological disorder; headaches; or any other disease or disorder of the brain or nervous system?  Yes  No
  - d) Ulcers; colitis; hepatitis; cirrhosis; pancreatitis; or any other disease or disorder of the liver; pancreas; gallbladder; esophagus; stomach; spleen; or intestines?  Yes  No
  - e) Any disease or disorder of: the breasts; reproductive organs; or the genitourinary system, including but not limited to: the kidney; bladder; or prostate; or blood, protein or pus in the urine?  Yes  No
  - f) Diabetes; thyroid disorder; elevated cholesterol or other lipid disorder; or any other endocrine disease or disorder?  Yes  No
  - g) Arthritis; gout; osteoporosis; or other disease or disorder of the: muscles; bones; spine (discs, back, neck); or joints?  Yes  No
  - h) Cancer; tumor; polyp; or cyst? Any disease or disorder of the skin?  Yes  No
  - i) Anemia; leukemia; or any other disease or disorder of the blood or lymph glands?  Yes  No
  - j) Depression; stress; anxiety; or any other psychological or emotional disorder or symptoms?  Yes  No
  - k) Any disease or disorder of the eyes, ears, nose, or throat?  Yes  No

Details: List question number. Give: dates; duration; description of condition; diagnosis; treatment; physician, practitioner or health facility names and addresses.

- 6. Are you now, or within the past year, taking medication or receiving treatment? (Including over the counter medications, vitamins, herbal supplements, alternative therapies, etc.)  Yes  No
- 7. Do you have any doctor's visits, medical tests, medical care, or surgery scheduled for the next six months?  Yes  No
- 8. Other than the above, during the past five years have you had any:
  - a) Checkup; consultations; electrocardiogram; chest x-ray; or other medical test?  Yes  No
  - b) Illness; injury; or health condition not revealed above; or have been recommended to have any; treatment; hospitalization; surgery; medical test; or medication?  Yes  No
- 9. Have you:
  - a) ever been diagnosed or treated by a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS)?  Yes  No
  - b) ever tested positive for the AIDS Human Immunodeficiency Virus (HIV) virus or for antibodies to the AIDS (HIV) virus?  Yes  No
- 10. a) Have you ever used heroin, cocaine, barbiturates, or other drugs, except as prescribed by a physician or other licensed practitioner?  Yes  No
  - b) Have you ever received treatment from a physician, practitioner, health facility or counselor regarding the use of alcohol, or the use of drugs; or been advised by a physician, practitioner, health facility or counselor to restrict the use of alcohol or drugs; or received treatment or advice from an organization that assists those who have an alcohol or drug problem?  Yes  No

Details (Continued):  
 6 Daily multivitamins  
 7- Dec. 30 Dr. Mark Sordi  
 Routine P.E.

11. Do you exercise?  Yes  No Type Walking / swimming How often? 2 to 3 x

12. Are you now pregnant?  Yes  No If Yes, estimated date of delivery? \_\_\_\_\_

13. Has a parent or sibling ever had ~~heart disease~~ coronary artery disease; vascular disease; stroke/cerebrovascular disease; diabetes; cancer? (If Yes, indicate below.)  Yes  No

Relationship to Proposed Insured:	Age(s) if living	Age(s) at Death	State of Health (Specific Conditions) or Cause of Death Attach additional sheet(s) if necessary.
<u>Mother - recent age 54 stroke</u>	<u>65</u>		<u>good</u>

- 14. a) Do you currently use any assisted devices such as: a walker; wheelchair; long leg braces; cane; or crutches?  Yes  No
  - b) Do you need any assistance or supervision with any or all of the following activities: eating; bathing; dressing; walking; moving in/out of a chair or bed; toileting; continence or taking medication?  Yes  No
- If Yes, provide details above.

I have read the answers to questions 2-14 before signing. They correctly reflect the answers given by me, and are true and complete to the best of my knowledge and belief. There are no exceptions to any such answers other than as written.

Signature of Proposed Insured Derek [Signature] (PARENT OR GUARDIAN IF UNDER 18) Date 11-27-15 MONTH/DAY/YEAR

Witness to Signature Beverly [Signature] City and State Rehoboth, DE

Variable Life Supplement

MetLife Insurance Company USA

This supplement will be attached to and become part of the application with which it is used.

SECTION I - Important Information for the Owner

Please Read Carefully.

Variable Life Insurance is generally not appropriate for time horizons of less than 10 years. These are long-term insurance products that may have significant short-term surrender charges. Variable Life Insurance is designed to provide death benefit protection while offering the potential for long-term cash accumulation, and may not be appropriate in situations where significant liquidation of assets in the near future may be expected.

The cash value may increase or decrease, even to the extent of being reduced to zero, in accordance with separate account investment experience.

The cost of insurance rates for this policy may change. The rates currently being charged are not guaranteed, and the Company may charge the full maximum guaranteed rates.

The death benefit may be variable or fixed under specified conditions.

Illustrations of benefits, including death benefits and cash values, are available upon request.

SECTION II - Owner's Information

OWNER:  Proposed Insured  Other Individual

OTHER INDIVIDUAL INFORMATION ONLY:

Form with fields for First Name, Middle Name, Last Name, Primary Phone Number, Occupation, Name of Employer, Employer City, State, Zip, and Position/Duties. Example: First Name: Derek B Moore Rev Trust dtd 8-28-86, Middle Name: Suzanne Moore, Last Name: Tiee.

Is the Owner or a member of the Owner's household employed by or associated with a Broker-Dealer, other firm within the securities industry, or a financial regulatory agency?  Yes  No

PRIOR INVESTMENT EXPERIENCE: (Choose ALL that apply and indicate your years of experience.)

Certificate of Deposit 5 years  Stocks \_\_\_ years  Mutual Funds 10 years  Money Markets 5 years  Bonds 10 years  Other \_\_\_ years If Other, specify: \_\_\_\_\_

SECTION III - Coverage Information

Choose one of the following options. NOTE: Ages 85 and 121 available only by rider.

Guaranteed Minimum Death Benefit Option:  5 Years  20 Years  To Age 65  To Age 85  To Age 121  Other \_\_\_\_\_

SECTION IV - Investment Objective and Risk Tolerance

Have you completed the Asset Allocation Questionnaire?  Yes  No If YES, please submit with this Supplement. Choose one Investment Objective below (a, b, c, d, or e). Then choose one Risk Tolerance for that specific investment Objective. Be sure it supports the Investment Objective and your Risk Tolerance for this policy.

- a.  Capital Preservation: Seeks income and stability with minimal risk. Risk Tolerance:  Conservative  Conservative to Moderate
- b.  Income: Seeks current income over time. Risk Tolerance:  Conservative  Conservative to Moderate  Moderate
- c.  Growth & Income: Seeks capital appreciation over long term combined with current dividend income. Risk Tolerance:  Conservative to Moderate  Moderate  Moderate to Aggressive
- d.  Growth: Seeks capital appreciation over long term. Risk Tolerance:  Moderate  Moderate to Aggressive  Aggressive
- e.  Aggressive Growth: Seeks maximum capital appreciation over time by investing in speculative and/or higher risk securities. Risk Tolerance:  Moderate to Aggressive  Aggressive



**SECTION V - Optional Automated Investment Strategies**

You may select **ONLY ONE** of the following. If you are **NOT** electing any Automated Investment Strategies, please proceed to Section VI - Investment Allocation.

**Index Selector** ⚠ No other funding options can be selected when using this strategy.  
 Check only **ONE** of the categories to the right. MetLife Insurance Company USA will allocate 100% of your net premium based on the current allocation for the Index Selector Model you choose. I understand that the Index Selector strategy will be implemented using the percentage allocations of the model in effect on the date of issue of my policy. I also understand that in order to maintain this allocation, my account will be automatically rebalanced every quarter.

Conservative  
 Conservative to Moderate  
 Moderate  
 Moderate to Aggressive  
 Aggressive

**Equity Generator** ⚠ A percent of premium must be allocated to the Fixed Account when this option is chosen.  
 Automatically transfers the current month's earnings from the Fixed Account into any one of the available funding options on each monthly anniversary.  
 Please elect one funding option, except the Fixed Account, from the list in Section VI - Investment Allocation.

**Rebalancer**  
 Automatically rebalances the cash value among the funding options each calendar quarter to return the allocation to the allocation percentages you specify. Choose **ONE** of the following:

Check here if you wish to rebalance to the allocation percentages chosen for your premium payments.  
 Check here if you wish to rebalance using different allocation percentages than your premium payments and indicate the allocation percentages in the right-hand column in Section VI - Investment Allocation.

**Allocator** ⚠ The destination funding option(s) chosen cannot include the "source fund".  
 Automatically transfers a set amount of money from the Fixed Account or any other funding option ("source fund") to any number of available funding options on each monthly anniversary. (The value of the "source fund" must be sufficient to ensure a minimum of three consecutive monthly transfers.)  
 Please indicate the "source fund" from which the transfers are to be made:

Please choose **ONE** of the following transfer options. Indicate the destination funding options and the dollar amount to be transferred to each in the right-hand column in Section VI - Investment Allocation.

- Transfer \$ \_\_\_\_\_ per month until the "source fund" is depleted.  
 Transfer \$ \_\_\_\_\_ per month for \_\_\_\_\_ months.

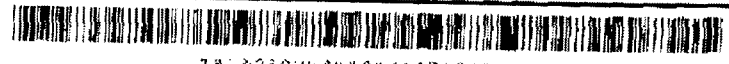
The Allocator is a form of dollar cost averaging. Dollar cost averaging does not assure a profit or protect against a loss in declining markets. It involves continuous investment in securities regardless of fluctuations in price levels. An investor should consider his/her ability to continue purchases in periods of low price levels.

**Enhanced Dollar Cost Averager (EDCA)** ⚠ The destination funding option(s) chosen cannot include the Fixed Account.  
 Automatically transfers an amount of money each month from the EDCA fixed account to any number of available funding options each monthly anniversary until the EDCA fixed account is depleted. The amount allocated to the EDCA fixed account may consist of a one-time premium payment plus 1035 Exchange monies in the first policy year. The initial monthly amount transferred is based on the initial EDCA gross amount allocated to the EDCA fixed account, divided by twelve (months). If another eligible payment is received, the EDCA transfer amount will be increased by the subsequent payment, divided by twelve.

Please specify the EDCA amount (\$10,000 minimum):  
 \$ \_\_\_\_\_ Premium payment  
 \$ \_\_\_\_\_ Expected 1035 Exchange amount  
 \_\_\_\_\_ % of all 1035 Exchange amounts to be allocated to EDCA (required if an Expected 1035 Exchange amount is specified)

Indicate the destination funding options and the percentage to be transferred to each in the right-hand column in Section VI - Investment Allocation.

The Enhanced Dollar Cost Averager is a form of dollar cost averaging. Dollar cost averaging does not assure a profit or protect against a loss in declining markets. It involves continuous investment in securities regardless of fluctuations in price levels. An investor should consider his/her ability to continue purchases in periods of low price levels.



**SECTION VI - Investment Allocation**

Please select funding options that are appropriate for the RISK TOLERANCE and INVESTMENT OBJECTIVE indicated in Section IV - Investment Objective and Risk Tolerance. Some funding options may be appropriate for more than one investment objective. For more complete information about a specific funding option, including charges and expenses, please read the prospectus carefully.

Indicate Initial Allocation in whole percentages; must equal 100%.		Use this column only if you have chosen an option on previous page.	Funding Options	Initial Premium Allocation %	Rebalancer %/ Allocator \$/ EDCA%
Funding Options	Initial Premium Allocation %	Rebalancer %/ Allocator \$/ EDCA %			
Fixed Account			Invesco Small Cap Growth Portfolio		
American Funds Bond Fund			JPMorgan Small Cap Value Portfolio		
Barclays Aggregate Bond Index Portfolio			Loomis Sayles Small Cap Core Portfolio	10	
BlackRock Bond Income Portfolio			Loomis Sayles Small Cap Growth Portfolio		
PIMCO Inflation Protected Bond Portfolio			Neuberger Berman Genesis Portfolio		
PIMCO Total Return Portfolio	20		Russell 2000® Index Portfolio		
Western Asset Management U.S. Government Portfolio			T. Rowe Price Small Cap Growth Portfolio		
Met/Templeton International Bond Portfolio			Clarion Global Real Estate Portfolio		
Lord Abbett Bond Debenture Portfolio			MFS® Emerging Markets Equity Portfolio		
American Funds Growth Fund	15		Van Eck Global Natural Resources Portfolio		
American Funds Growth-Income Fund	15		MetLife Asset Allocation 20 Portfolio		
BlackRock Capital Appreciation Portfolio			MetLife Asset Allocation 40 Portfolio		
BlackRock Large Cap Value Portfolio			MetLife Asset Allocation 60 Portfolio		
ClearBridge Aggressive Growth Portfolio			MetLife Asset Allocation 80 Portfolio		
Franklin Mutual Shares VIP Fund			MetLife Asset Allocation 100 Portfolio		
Jennison Growth Portfolio			American Funds Moderate Allocation Portfolio		
MetLife Stock Index Portfolio			American Funds Balanced Allocation Portfolio		
MFS® Value Portfolio			American Funds Growth Allocation Portfolio		
T. Rowe Price Large Cap Growth Portfolio			AB Global Dynamic Allocation Portfolio		
WMC Core Equity Opportunities Portfolio	10		Allianz Global Investors Dynamic Multi-Asset Plus Portfolio		
WMC Large Cap Research Portfolio			AQR Global Risk Balanced Portfolio		
Baillie Gifford International Stock Portfolio			BlackRock Global Tactical Strategies Portfolio		
Harris Cakmark International Portfolio	10		Invesco Balanced-Risk Allocation Portfolio		
MFS® Research International Portfolio			JPMorgan Global Active Allocation Portfolio		
MSCI EAFE® Index Portfolio			MetLife Balanced Plus Portfolio		
Oppenheimer Global Equity Portfolio			MetLife Mult-Index Targeted Risk Portfolio		
Frontier Mid Cap Growth Portfolio			PanAgora Global Diversified Risk Portfolio		
Invesco Mid Cap Value Portfolio	10		Pyram's Managed Risk Portfolio		
Met/Artisan Mid Cap Value Portfolio	10		Schroders Global Multi-Asset Portfolio		
MetLife Mid Cap Stock Index Portfolio			SSGA Growth and Income ETF Portfolio		
Morgan Stanley Mid Cap Growth Portfolio			SSGA Growth ETF Portfolio		
T. Rowe Price Mid Cap Growth Portfolio			Franklin Income VIP Fund		
American Funds Global Small Capitalization Fund			Loomis Sayles Global Markets Portfolio		
			MFS® Total Return Portfolio		
			Western Asset Management Strategic Bond Opportunities Portfolio		
			WMC Balanced Portfolio		

Other - Write in any available funds not listed above.  
Funding Options

Initial Premium Allocation %      Rebalancer %/ Allocator \$/ EDCA %



**SECTION VII - Other Important Owner Questions**

1. I elect to have the monthly deduction from the cash values taken as follows - choose **ONE**:

- Proportionately from the funding options based on the cash value in each at the time of the deduction.
- From the Fixed Account or any other specific funding option.

Specify: \_\_\_\_\_

If you have chosen a specific funding option, please note that if at any time that designated funding option has insufficient cash value to pay the entire amount of the monthly charges, the remaining portion of these charges will be deducted proportionately from each funding option based on the cash value in each at the time of the deduction.

2. Have you received a prospectus for the policy applied for?

Yes  No

If **YES**, please indicate:

Date of Prospectus	Prospectus Book Number	Date(s) of any Prospectus Supplement(s)
<u>05/01/2015</u>	<u>716</u>	

3. Did your Producer review your financial situation, risk tolerance, and investment objectives prior to completing this application?

Yes  No

If **NO**, please indicate on what basis this product was recommended.

4. Do you understand that:

- A. The amount and duration of the death benefit may increase or decrease depending on the policy's investment return, subject to any guarantees provided by the policy?  Yes  No
- B. There is no guaranteed minimum cash value and the cash value may increase or decrease depending on the policy's investment return?  Yes  No

5. Do you believe that this policy and the funding options you have selected will meet your insurance needs and financial objectives?

Yes  No

6. If funding options selected do not reflect the risk tolerance in Section IV - Investment Objective and Risk Tolerance, please explain:

**⚠ SIGNATURES ARE ONLY REQUIRED FOR A TELE-APPLICATION SUBMISSION.**

Print Name of Proposed Insured

Derek B Moore

Signature(s) of all Proposed Insured(s)

Date

Signed at City, State

(age 15 or over)

Signature(s) of all Owner(s) (if **NOT** the Proposed Insured.)

Date

Signed at City, State

(age 15 or over)

Signature of Parent or Guardian

Date

Signed at City, State

(If Owner or Proposed Insured is under 18, sign here. If not sign above.)

Print Name of Producer

Producer Signature

Date

Signed at City, State





**Personal Financial Information Supplement**

**Company** (Check the appropriate ONE.)  Metropolitan Life Insurance Company  General American Life Insurance Company  
 The Company indicated in this section is referred to as "the Company".  New England Life Insurance Company  Metropolitan Tower Life Insurance Company  
 MetLife Insurance Company USA

This supplement will be attached to and become part of the application with which it is used.

First Name: Derek Last Name: Moore Identity Type: (Check all that apply.)  Insured  Payor  Owner

**SECTION I - Income**

**Annual Earned Income** (in US dollars as reported to the IRS)  
 Salary or Draw \$250,000.00  
 Bonus/Commissions \$ \_\_\_\_\_  
 Other Earnings \$ \_\_\_\_\_  
 Source (If government assistance, please provide details.) \_\_\_\_\_  
**Total Earned Income** \$250,000.00  
 Spouse's Income \$ \_\_\_\_\_  
**Annual Unearned Income** (in US dollars as reported to the IRS)  
 Dividends/Interest \$5,000.00  
 Net Rentals \$50,000.00  
 Other Unearned Income \$ \_\_\_\_\_  
 Source (If government assistance, please provide details.) \_\_\_\_\_  
**Total Unearned Income** \$55,000.00

**SECTION II - Assets**

**Assets** (in US dollars)  
 Cash/Cash Equivalents \$200,000.00  
 Real Estate \$8,000,000.00  
 Business Equity \$2,500,000.00  
 Stocks \$100,000.00  
 Bonds \$ \_\_\_\_\_  
 Annuities \$ \_\_\_\_\_  
 Mutual Funds \$ \_\_\_\_\_  
 CD/Money Markets \$ \_\_\_\_\_  
 Foreign Assets (Note: If more than 20% of total assets are outside the US, supporting documentation may be requested.) \$ \_\_\_\_\_  
 Other Assets (Artwork and other personal property must have written appraisals available.) \$100,000.00  
**Total Assets** \$9,000,000.00

**SECTION III - Liabilities**

**Liabilities** (in US dollars)  
 Mortgages \$3,000,000.00  
 Personal Loans \$ \_\_\_\_\_  
 Other \$ \_\_\_\_\_  
**Total Liabilities** \$3,000,000.00

**SECTION IV - Expenses**

**Expenses**  
 Annual Recurring Expenses (e.g., rent mortgage, long-term debts, utilities, alimony or child support, etc.) \$ \_\_\_\_\_  
 "Special Expenses" (if any) (e.g., future, non-recurring expenses, such as home purchase/remodeling, car purchase or repairs, education, medical expenses, etc.) (Blank fields for Special Expenses will be assumed to be \$0.) \$ \_\_\_\_\_  
 Timeframe for Special Expenses (within how many years) (e.g., 1 year for home remodeling, 4 years for education, etc.) \_\_\_\_\_

**SECTION V**

**Net Worth** (Total Assets minus Total Liabilities) \$6,000,000.00  
 Tax Bracket (%) 40

**Liquid Net Worth** (The amount of cash (including checking, savings, etc.), and assets that can be turned into cash quickly and easily. Include the amount of the initial premium payment and/or lump sum payment for this coverage. Exclude personal property, personal residence, real estate, business equity, home furnishings, autos and assets subject to substantial penalties/sales charges.) \$2,600,000.00



FLEXIBLE PREMIUM VARIABLE LIFE INSURANCE

Non - Participating

Copying Prohibited

Copying Prohibited

# EXHIBIT H

Copying Prohibited

BRANCH/AGENCY 75K 001 DETACH 000

**MetLife**  
MetLife Insurance Company USA

**POLICY NUMBER: 216 002 441 USV**

**INSURED: DARIA L MOORE**

## **FLEXIBLE PREMIUM VARIABLE LIFE INSURANCE**

### **Non-Participating**

Flexible Premiums are payable during the lifetime of the Insured to the Maturity Date. The coverage provided by the Policy may be continued beyond the Maturity Date. If the Insured dies while the Policy is in force, we will pay the Policy Proceeds to the Beneficiary. We must receive proof satisfactory to us of the Insured's death. Any payment will be subject to all of the provisions of the Policy.

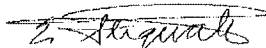
**THE AMOUNT AND/OR DURATION OF THE DEATH BENEFIT MAY INCREASE OR DECREASE UNDER THE CONDITIONS DESCRIBED IN THE POLICY BENEFITS SECTION OF THE POLICY. THE POLICY'S CASH VALUE CAN VARY FROM DAY TO DAY. IT MAY INCREASE OR DECREASE, DEPENDING ON THE SEPARATE ACCOUNT INVESTMENT EXPERIENCE AND THE FIXED ACCOUNT INTEREST. SEE THE SEPARATE ACCOUNT CASH VALUE AND FIXED ACCOUNT CASH VALUE PROVISIONS FOR DETAILS.**

### **RIGHT TO EXAMINE POLICY**

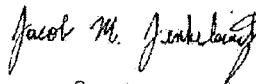
Please read this Policy. You may return this Policy to us or to our representative through whom it was purchased within 10 days from the date you receive it. If you return it within this period, we will refund any premium paid and this Policy will be void from the start. If the Policy includes a Long-Term Care Accelerated Coverage Rider, please refer to the Right to Examine the Rider provision for return information.

This Policy is a legal contract between the Owner and MetLife Insurance Company USA. PLEASE READ YOUR CONTRACT CAREFULLY.

Signed for the Company at its Main Administrative Office, Warwick, RI 02887



President



Secretary

## ALPHABETIC GUIDE TO YOUR POLICY

Section		Section	
4	Addition, Deletion or Substitution of Investments	5	Loan and Loan Interest Repayments
3	Allocation of Net Amount at Risk	5	Loan Interest Charged
6	Allocation of Net Premiums	1	Maturity Date
3	Allocation of Partial Withdrawals	2	Maturity Benefit
7	Annual Report	11	Minimum Payments under Payment Options
8	Assignments	7	Misstatement of Age or Sex and Corrections
1	Attained Age	3	Monthly Cost of Insurance
3	Basis of Computation	3	Monthly Cost of Insurance Rates
8	Beneficiary	3	Monthly Coverage Expense Charge
3	Cash Surrender Value	3	Monthly Deduction
3	Cash Value	3	Monthly Policy Charge
3	Cash Value After the Maturity Date	3	Mortality and Expense Risk Charge
2	Change in Death Benefit Option	3	Net Amount at Risk
2	Change in Face Amount	3	Net Investment Factor
8	Change of Owner or Beneficiary	10	Other Frequencies and Options
9	Choice of Payment Options; Option Date	8	Owner
7	Claims of Creditors	3	Partial Withdrawals
7	Contract	9	Payee
3	Continuation of Insurance	9	Payment
2	Continuation of the Policy Beyond the Maturity Date	6	Payment of Premiums
7	Conversion Right	6	Percent of Premium Charge
2	Death Benefit Options	1	Planned First Year Lump Sum
9	Death of Payee	1	Planned Premium
2	Definition of Life Insurance	1	Planned Premium Due Date
1	Definitions	2	Policy Changes
1	Designated Office	1	Policy Date
8	Designation of Owner and Beneficiary	1	Policy Loan Balance
1	Excess Loan	2	Policy Proceeds
6	Federal Tax Charge	3	Postponement of Payments or Transfers
3	Fixed Account Cash Value	6	Premium Tax Charge
3	Fixed Account Cash Value Guaranteed	6	Reinstatement
	Interest Rate	1	Requested Increase
3	Fixed Account Partial Withdrawals and Transfers	8	Requests for Changes or Information
6	Grace Period	4	Separate Account
6	Guaranteed Minimum Death Benefit	3	Separate Account Cash Value
7	Incontestability	3	Separate Account Partial Withdrawals
7	Illustration of Benefits	10, 11	Single Life Income
1	Insured	10	Single Life Income – 10 Year Guaranteed Payment Period
4	Investment Divisions	7	Statements in Application
1	Investment Start Date	7	Suicide Exclusion
1	Issue Age	3	Surrender
1	Issue Date	3	Surrender Charge
10, 11	Joint and Survivor Life Income	4	Transfers
9	Life Income Options	7	Unisex Basis
9	Limitations	3	Value of Each Accumulation Unit
5	Loans	3	Variable Accumulation Units
3	Loan Account Cash Value	1	We, Us and Our
		1	You and Your
		6	Your Right to Change Allocation

Additional Benefit Riders, Endorsements and Amendments, if any, and copies of the Application follow the final section.

## POLICY SPECIFICATIONS

<b>Insured</b>	DARIA L MOORE
<b>Policy Number</b>	216 002 441 USV
<b>Policy Date</b>	JANUARY 12, 2016
<b>Issue Date</b>	JANUARY 12, 2016
<b>Maturity Date*</b>	JANUARY 12, 2098
<b>Initial Face Amount</b>	\$5,000,000
<b>Issue Age of Insured</b>	39
<b>Sex</b>	FEMALE
<b>Risk Classification</b>	ELITE NONSMOKER
<b>Death Benefit Option</b>	A
<b>Planned First Year Lump Sum</b>	\$0
<b>Planned Annual Premium</b>	
<b>Payable for 1 Year</b>	\$47,206.00
<b>Payable for Years 2 through 6</b>	\$47,206.00
<b>Guaranteed Minimum Death Benefit Period Chosen</b>	To Age 65
<b>Guaranteed Minimum Death Benefit Period Monthly Premiums**</b>	
<b>5 Years</b>	\$2,050.00
<b>20 Years</b>	\$2,050.00
<b>To Age 65</b>	\$2,050.00

**Policy Plan:** Flexible Premium Variable Life Insurance

**Benefits -** As specified in Policy and in any Rider

<b>Riders</b>	<b>Face Amount</b>	<b>Risk Classification</b>
OVERLOAN PROTECTION RIDER		

\* It is possible that insurance coverage may not continue to the Maturity Date even if Planned Premiums are paid in a timely manner.

\*\* These premiums will be recalculated and shown on the Policy Specifications for Policy Change page if: any Policy changes are made; any riders are added or removed; there is a change in the Insured's risk classification; or there was a misstatement of age or sex in the Application.

The Policy will stay in force during the Guaranteed Minimum Death Benefit Period (referred to as "Guaranteed Period") chosen in the Application if: premium in an amount that is at least equal to the Guaranteed Minimum Death Benefit Monthly Premium for that Guaranteed Period is paid by each monthly anniversary; no loans are taken; no partial withdrawals are made; and no cash value is paid to you to allow the Policy to continue to qualify as a life insurance contract. If no Guaranteed Period was chosen in the Application, we will test to determine whether the five year Guaranteed Period is in effect on each monthly anniversary. In order for a Guaranteed Period to be in effect, the premium requirement for that Guaranteed Period must have been satisfied for each policy month since the Policy Date. See the Guaranteed Minimum Death Benefit provision for a full description of the test made on each monthly anniversary.

**POLICY SPECIFICATIONS (CONTINUED)**

<b>Minimum Face Amount</b>	\$250,000
<b>Minimum Face Amount Decrease</b>	\$5,000.00
<b>Minimum Face Amount Increase</b>	\$5,000.00
<b>Maximum Percent Of Premium Charge</b>	2.25% OF EACH PREMIUM PAID
<b>Maximum Premium Tax Charge</b>	2.00% OF EACH PREMIUM PAID
<b>Maximum Federal Tax Charge</b>	1.25% OF EACH PREMIUM PAID
<b>Maximum Monthly Policy Charge #</b>	
<b>Months 1-12</b>	\$0.00
<b>Months 13 &amp; Later</b>	\$0.00
<b>Maximum Monthly Coverage Expense Charge #</b>	
<b>Years 1-8</b>	0.1351 per \$1,000
<b>Years 9 &amp; Later</b>	0.1351 per \$1,000
<b>Maximum Monthly Mortality and Expense Risk Charge #</b>	
<b>Percent of Cash Value in Separate Account</b>	
<b>Years 1-10</b>	0.066423464%
<b>Years 11-19</b>	0.029119983%
<b>Years 20-29</b>	0.016651408%
<b>Years 30+</b>	0.004165712%
<b>Minimum Loan and Partial Withdrawal Amount</b>	\$500.00
<b>Maximum Number of Partial Withdrawals Per Policy Year</b>	12
<b>Maximum Number of Transfers Per Policy Year</b>	4
<b>Maximum Transfer Processing Charge</b>	\$25.00
<b>Maximum Partial Withdrawal Charge</b>	\$25.00
<b>Maximum Fee For Illustration Of Benefits</b>	\$25.00
<b>7702 Table</b>	2001 CSO ULTIMATE MORTALITY TABLE FOR A FEMALE NONSMOKER, AGE NEAREST BIRTHDAY
<b>Basis of Computation Of Minimum Cash Values</b>	2001 CSO ULTIMATE MORTALITY TABLE FOR A FEMALE NONSMOKER, AGE NEAREST BIRTHDAY
<b>Monthly Discount Factor</b>	1.00246630

# If the Policy is reinstated, the period of lapse will not be used in determining the applicable charge on any day after Reinstatement.



## POLICY SPECIFICATIONS (CONTINUED)

### Loan Interest Rate Charged

Policy Years 1-10 4.0%

Policy Years 11 & Later 3.0%

Loan Interest Rate Credited 3.0%

Fixed Account Cash Value Guaranteed Interest Rate 3.0%

Fixed Account Maximum Allocation Percentage 100%

Fixed Account Maximum Withdrawal Percent Limit 25%

Separate Account MetLife Variable Life Account A

Coverage will depend on: the amount, timing, and frequency of premium payments; current charges; investment experience of any Investment Divisions you chose, interest credited to any cash value for the Policy that is in the Fixed Account; transfers; Loans taken; partial withdrawals made; and the cost of additional benefits. The Planned Premium may need to be increased to keep the Policy in force.

The Policy will stay in effect after the Maturity Date as long as the Cash Surrender Value remains greater than zero. No charges will be taken on or after the Maturity Date.

Any changes to the Policy's non-guaranteed cost factors (Cost of Insurance Rates, and Policy and Expense charges) will be made only on a class basis and may only be based on changes in our future expectations as to mortality, investment earnings, taxes, expenses, and persistency. Changes will only be made according to procedures and standards filed, if required, with the insurance supervisory official of the state which governs the Policy. Credited interest may be changed at any time. All changes will be made on a prospective basis and will not recoup past losses or distribute past gains.

**TABLE OF GUARANTEED MAXIMUM MONTHLY COST OF INSURANCE  
RATES PER \$1,000**

Insured: **DARIA L MOORE** Policy Number: **216 002 441 USV**  
 Date of Coverage: **JANUARY 12, 2016**

Ins  
Da

Attained Age	Rate	Attained Age	Rate	Attained Age	Rate
39	0.0942	67	1.0915	95	17.7024
40	0.1000	68	1.1885	96	19.9736
41	0.1058	69	1.2950	97	22.3736
42	0.1125	70	1.4125	98	22.7915
43	0.1209	71	1.5481	99	24.2041
44	0.1309	72	1.6999	100	26.4942
45	0.1426	73	1.8648	101	29.0028
46	0.1559	74	2.0462	102	31.8878
47	0.1726	75	2.2475	103	35.1432
48	0.1910	76	2.4690	104	38.8726
49	0.2110	77	2.7134	105	43.0924
50	0.2344	78	2.9843	106	47.6414
51	0.2603	79	3.2776	107	52.5635
52	0.2896	80	3.6065	108	57.8160
53	0.3214	81	4.0550	109	63.6520
54	0.3548	82	4.5636	110	70.0659
55	0.3908	83	5.0733	111	76.7256
56	0.4326	84	5.6400	112	83.3333
57	0.4762	85	6.2826	113	83.3333
58	0.5231	86	6.8695	114	83.3333
59	0.5701	87	7.7603	115	83.3333
60	0.6187	88	8.7003	116	83.3333
61	0.6716	89	9.7133	117	83.3333
62	0.7295	90	10.6571	118	83.3333
63	0.7892	91	11.1384	119	83.3333
64	0.8539	92	12.0927	120	83.3333
65	0.9255	93	13.5274	121+	0.0000
66	1.0046	94	15.3719		

## SURRENDER CHARGE SCHEDULE

iV

**Insured:** DARIA L MOORE    **Policy Number:** 216 002 441 USV  
**Date of Coverage:** JANUARY 12, 2016

Beginning of Year*	Maximum Surrender Charge
1	\$ 70,809.00
2	70,809.00
3	70,809.00
4	70,022.21
5	60,580.75
6	51,533.13
7	46,812.58
8	41,698.25
9	31,667.17
10	15,145.17
11 & Later	0.00

\*Measured from the Date of Coverage. If the Policy is reinstated, the period of lapse will not be used in determining the applicable Surrender Charge on any day after Reinstatement.

A Surrender Charge may be deducted during the first 10 years after the Policy Date and after the Date of Coverage of each Requested Increase. During the surrender charge period, a Surrender Charge will apply: upon surrender; upon lapse; upon a partial withdrawal that decreases the Face Amount; upon a change in Death Benefit Option that decreases the Face Amount; and upon a requested decrease in Face Amount. The Maximum Surrender Charges for the portion of the Face Amount issued on the above Date of Coverage for the first policy month in years 1 through 10: are shown above; and when they decrease, they will decrease linearly (rounded to two decimal places) for other months in years 1 through 10. The Maximum Surrender Charges for each Requested Increase will be shown in a new Surrender Charge Schedule page. A proportionate Surrender Charge will be deducted for partial withdrawals, changes in Death Benefit Option that decrease the Face Amount, and for requested decreases in the Face Amount.

If the Surrender Charge of a rider made a part of the Policy is to be included for the purposes of determining the Surrender Charge applicable to the Policy, that rider will so indicate.

## TABLE OF CORRIDOR FACTORS

**Insured:** DARIA L MOORE      **Policy Number:** 216 002 441 USV  
**Date of Coverage:** JANUARY 12, 2016  
**Death Benefit Calculation Test:** GUIDELINE PREMIUM TEST

### TABLE OF GUIDELINE PREMIUM CORRIDOR FACTORS

Attained Age	Factor	Attained Age	Factor	Attained Age	Factor
39	2.50000	67	1.18000	95	1.01000
40	2.50000	68	1.17000	96	1.01000
41	2.43000	69	1.16000	97	1.01000
42	2.36000	70	1.15000	98	1.01000
43	2.29000	71	1.13000	99	1.01000
44	2.22000	72	1.11000	100	1.01000
45	2.15000	73	1.09000	101	1.01000
46	2.09000	74	1.07000	102	1.01000
47	2.03000	75	1.05000	103	1.01000
48	1.97000	76	1.05000	104	1.01000
49	1.91000	77	1.05000	105	1.01000
50	1.85000	78	1.05000	106	1.01000
51	1.78000	79	1.05000	107	1.01000
52	1.71000	80	1.05000	108	1.01000
53	1.64000	81	1.05000	109	1.01000
54	1.57000	82	1.05000	110	1.01000
55	1.50000	83	1.05000	111	1.01000
56	1.46000	84	1.05000	112	1.01000
57	1.42000	85	1.05000	113	1.01000
58	1.38000	86	1.05000	114	1.01000
59	1.34000	87	1.05000	115	1.01000
60	1.30000	88	1.05000	116	1.01000
61	1.28000	89	1.05000	117	1.01000
62	1.26000	90	1.05000	118	1.01000
63	1.24000	91	1.04000	119	1.01000
64	1.22000	92	1.03000	120	1.01000
65	1.20000	93	1.02000	121+	1.01000
66	1.19000	94	1.01000		

## 1. DEFINITIONS

<b>Application</b>	The application(s) for: the Policy; any riders that are made a part of the Policy; any Policy changes; and any changes, amendments, and supplements. A copy of the Application is attached to the Policy.
<b>Attained Age</b>	The Issue Age plus the number of completed policy years. This includes any period during which the Policy was lapsed.
<b>Cash Value</b>	Equal to the total of: the cash value in the Fixed Account; plus the cash value in the Investment Divisions; plus the cash value in the Loan Account. See the Cash Value provision for details.
<b>Designated Office</b>	Our Home Office or any other office we designate.
<b>Excess Loan</b>	An Excess Loan occurs when the Policy Loan Balance exceeds the Cash Value less any Surrender Charge.
<b>Fixed Account</b>	The Fixed Account is a part of our general account to which you may allocate Net Premiums and transfer amounts. It provides guarantees of principal and interest.
<b>In Writing</b>	In a written form satisfactory to Us and received at our Designated Office.
<b>Insured</b>	The person whose life is insured under the Policy. Shown on the Policy Specifications page.
<b>Investment Division</b>	A sub account of the Separate Account that invests in shares of an open-end management investment company or other pools of investment assets.
<b>Investment Start Date</b>	The date the first Net Premium is applied to the Policy. See the Allocation of Net Premiums provision for details on how the Net Premium is applied. This date will be the later of: <ol style="list-style-type: none"><li>1. The Policy Date; and</li><li>2. The date we receive the first premium at our Designated Office.</li></ol>
<b>Issue Age</b>	The age of the Insured as of his or her birthday nearest to the Policy Date.
<b>Issue Date</b>	The date from which the contestable and suicide periods for the initial coverage are measured. It is shown on the Policy Specifications page.
<b>Loan Account</b>	The account to which we will transfer the amount of any Loan from the Fixed Account and the Investment Divisions.
<b>Maturity Date</b>	The policy anniversary on which the Insured is Attained Age 121.
<b>Monthly Anniversary</b>	The same date in each succeeding month as the Policy Date except that whenever the monthly anniversary falls on a date other than a Valuation Date, the monthly anniversary will be deemed the next Valuation Date. If any monthly anniversary would be the 29th, 30th, or 31st day of a month that does not have that number of days, then the monthly anniversary will be the last day of that month.
<b>Net Premium</b>	The Net Premium equals the premium paid minus: the Percent of Premium Charge; the Premium Tax Charge; and the Federal Tax Charge. The maximum charges are shown on the Policy Specifications page.

<b>Planned First Year Lump Sum</b>	The Planned First Year Lump Sum is the amount of premium that you stated in the Application that you intend to pay as a lump sum by the first policy anniversary. This amount is shown on the Policy Specifications page.
<b>Planned Premium</b>	The Planned Premium is the amount you stated in the Application that you intend to pay as a premium on the Planned Premium Due Dates. This amount is shown on the Policy Specifications page. You may change this amount by making a request In Writing.
<b>Planned Premium Due Date</b>	The Planned Premium Due Date is based on the Policy Date and the mode in which you choose to pay premiums. If you pay premiums on an annual mode, it is the policy anniversary each year. If you pay premiums on other than an annual mode, it is the policy anniversary and each semi-annual, quarterly or monthly anniversary as applicable.
<b>Policy Date</b>	Policy years, months and anniversaries are all measured from the Policy Date. The Policy Date is shown on the Policy Specifications page.
<b>Policy Loan Balance</b>	The Policy Loan Balance at any time equals the outstanding Loans plus Loan Interest accrued to date.
<b>Requested Increase</b>	An increase in Face Amount that you applied for after the Issue Date.
<b>SEC</b>	The United States Securities and Exchange Commission.
<b>Separate Account</b>	A separate investment account created by us to receive and invest Net Premiums received for the Policy or other policies. The Separate Account is divided into subaccounts that correspond to the Investment Divisions.
<b>Valuation Date</b>	Each day that the New York Stock Exchange is open for trading and the SEC has not restricted trading or declared an emergency. Each Valuation Date ends at the close of regular trading on the New York Stock Exchange. There are no Valuation Dates applicable to the Policy prior to our receipt of the first premium payment.
<b>Valuation Period</b>	The period between the ends of two successive Valuation Dates. Net Premium allocations and requests for transfers, future allocation changes, Loans, partial withdrawals, and surrenders will take effect as of the end of the Valuation Period in which we receive the premium payment or the request In Writing.
<b>You and Your</b>	The Owner of the Policy. In the Application the words "you" and "your" refer to the proposed insured person(s).
<b>We, Us and Our</b>	MetLife Insurance Company USA.

## 2. POLICY BENEFITS

### Policy Proceeds

The Policy Proceeds are equal to:

1. The Death Benefit as described in the Death Benefit Options provision below; plus
2. The Total Monthly Cost of Insurance for the portion of the policy month from the date of the Insured's death to the end of that policy month; less
3. Any Amount Due under a Grace Period provision as of the date of death; less
4. Any Policy Loan Balance.

### Definition of Life Insurance

The Policy is intended to qualify as a life insurance contract under the Internal Revenue Code of 1986 as amended (referred to as "the Code") and any regulation or rulings by the Internal Revenue Service. The Code provides two Death Benefit Calculation Tests to determine whether the policy meets the definition of life insurance: the Guideline Premium Test; and the Cash Value Accumulation Test. The Test chosen in the Application cannot be changed. The Table of Corridor Factors page shows the Test chosen for the Policy.

Under both tests, the Death Benefit will not be less than: the Policy's Cash Value; times the applicable Attained Age Factor as shown on the Table of Corridor Factors page. If you chose the Guideline Premium Test, the Table shown on the Table of Corridor Factors page is the Table of Guideline Premium Corridor Factors. The Guideline Premium Corridor Factors are based on the percentages as currently described in Section 7702 of the Code. If you chose the Cash Value Accumulation Test, the Table shown on the Table of Corridor Factors page is the Table of Net Single Premium Corridor Factors.

In order to have the Policy continue to qualify as life insurance under applicable law, including the Code, we reserve the right to:

1. Restrict certain changes to the Policy, such as Death Benefit increases; and
2. Require the issuance of a new policy in connection with such changes; and
3. Make changes to the Policy.

We will give you written notice of any of the above actions.

### Death Benefit Options

Prior to the Maturity Date, the Death Benefit depends upon the Death Benefit Option in effect on the date of the Insured's death. The Death Benefit Option in effect is shown on the Policy Specifications page or on the Policy Specifications for Policy Change page, if any.

#### Death Benefit Option A

The Death Benefit prior to the Maturity Date equals the greater of:

1. The Face Amount; and
2. The death benefit required by the Guideline Premium Test or the Cash Value Accumulation Test, depending on the Death Benefit Calculation Test chosen in the Application.

#### Death Benefit Option B

The Death Benefit prior to the Maturity Date equals the greater of:

1. The Face Amount plus the Cash Value on the date of death; and
2. The death benefit required by the Guideline Premium Test or the Cash Value Accumulation Test, depending on the Death Benefit Calculation Test chosen in the Application.

**Death Benefit Option C**

Prior to the Insured's Attained Age 65, the Death Benefit equals the greater of:

1. The Face Amount plus the Cash Value on the date of death; and
2. The death benefit required by the Guideline Premium Test or the Cash Value Accumulation Test, depending on the Death Benefit Calculation Test chosen in the Application.

Thereafter until the Maturity Date, the Death Benefit equals the greater of:

1. The Face Amount; and
2. The death benefit required by the Guideline Premium Test or the Cash Value Accumulation Test, depending on the Death Benefit Calculation Test chosen in the Application.

The Face Amount of the Policy will be increased, if necessary, to equal the Death Benefit on the date the Insured becomes Attained Age 65.

If the Face Amount or Death Benefit of a rider made a part of the Policy is to be included for the purposes of calculating the Death Benefit under the above Options, that rider will so indicate.

Any time the Death Benefit minus the Cash Value is greater than the then current Face Amount, we reserve the right to distribute a portion of the Cash Value to you. The amount of the distribution will be the amount required to make the Death Benefit minus the Cash Value after the distribution equal to the then current Face Amount.

**Maturity Benefit**

If the Insured is living and the Policy is in force on the Maturity Date, you may choose to terminate the Policy and receive the Cash Surrender Value, if it is greater than zero, as a Maturity Benefit.

**Continuation of the Policy Beyond the Maturity Date**

For Death Benefit Options A and C, if the Cash Surrender Value is greater than zero and the Policy is in force on or after the Maturity Date, the Death Benefit will be the greater of:

1. The Face Amount on the date of the Insured's death; and
2. The Cash Value on the date of the Insured's death.

For Death Benefit Option B, if the Cash Surrender Value is greater than zero and the Policy is in force on or after the Maturity Date, the Death Benefit will be: the Face Amount on the date of the Insured's death; plus the Cash Value on the date of the Insured's death.

The Policy could lapse after the Maturity Date if there is an Excess Loan. (See the Cash Value, Loan and Loan Interest Repayments, and Grace Period provisions.)

If the Policy is in force on or after the Maturity Date: loans may be taken; and loan repayments, partial withdrawals and transfers may be made.

**Please note: the Policy may not qualify as a life insurance contract under the Code on or after the Maturity Date and may be subject to tax consequences. Please consult a tax advisor prior to continuing the Policy beyond its Maturity Date.**

**Policy Changes**

You may request policy changes at any time unless we have stated otherwise in the Policy. We reserve the right to not allow a change in the first policy year and to permit only one change per policy year. The types of changes allowed are explained below.

No change will be made that would result in the Policy not meeting the definition of life insurance under Section 7702 of the Code or any applicable successor provision.



**Change In Face Amount**

You can change the Face Amount by sending us a request In Writing.

Each requested decrease in Face Amount will be subject to the following:

1. The decrease will take effect on the monthly anniversary on or next following our receipt of the request at our Designated Office.
2. The decrease will reduce the Face Amount in the following order, unless you request a different order In Writing, and unless any rider made a part of the Policy states otherwise:
  - a. Each Requested Increase in succession, starting with the most recent increase; and then
  - b. The remaining Initial Face Amount (excluding any increase in Face Amount resulting from a change in Death Benefit Option); and then
  - c. Any increase in Face Amount resulting from a change in Death Benefit Option.
3. The Face Amount after the requested decrease may not be less than the Minimum Face Amount shown on the Policy Specifications page.
4. The decrease must be at least equal to the Minimum Face Amount Decrease shown on the Policy Specifications page.
5. If the decrease is made during the 12 months following the Policy Date, we will deduct from the Cash Value a portion of the unpaid Monthly Coverage Expense Charges due for the remainder of the 12-month period associated with the Initial Face Amount. This portion will be the ratio of the amount of the decrease to the Initial Face Amount times the unpaid Monthly Coverage Expense Charges due for the remainder of the 12-month period.
6. If the decrease (including decreases resulting from a change in Death Benefit Option) is made during the 12 months following the Date of Coverage of any Requested Increase we will deduct from the Cash Value a portion of the unpaid Monthly Coverage Expense Charges due for the remainder of the 12-month period associated with that increase. This portion will be the ratio of the amount of the decrease to the Face Amount increase times the unpaid Monthly Coverage Expense Charges due for the remainder of the 12-month period.
7. A Surrender Charge may apply to the decrease in Face Amount as explained in the Surrender Charge Schedule. This Surrender Charge will be allocated among the Fixed Account and each Investment Division based on the proportion that the respective cash value in each bears to the total Cash Value, less the cash value in the Loan Account.
8. The requested decrease in Face Amount may require a decrease in amounts provided by any riders made a part of the Policy.

Each Requested Increase will be subject to the following:

1. We must receive proof satisfactory to us that the Insured is insurable by our standards on the date of the Requested Increase.
2. The increase will take effect on the monthly anniversary on or next following our approval of the Requested Increase.
3. The increase will be at the risk classification for which the Insured then qualifies.
4. The increase must be at least equal to the Minimum Face Amount Increase shown on the Policy Specifications page.
5. New insurance must be available under our underwriting rules on the same plan at the age of the Insured on the date of the request.
6. The total Face Amount after the increase cannot be greater than our published maximums.

We will amend the Policy to show the Date of Coverage for the change in Face Amount.

**Change in Death  
Benefit Option**

After the first policy year and prior to the Maturity Date, you may request a change to the Death Benefit Option. Proof that the Insured is insurable by our standards on the date of the change may be required. The effective date of the change will be the monthly anniversary on or next following the date we receive your request In Writing. On the effective date of this change the Death Benefit payable will not change, but the Face Amount may change. Changes are allowed as follows:

1. Change from Death Benefit Option A to: Death Benefit Option B; or to Death Benefit Option C on or prior to Attained Age 60.

The Face Amount of the Policy will be decreased, if necessary, to equal the Death Benefit minus the Cash Value on the effective date of the change. This change may not be made if it would result in a Face Amount for the Policy that is less than the Minimum Face Amount shown on the Policy Specifications page. A Surrender Charge will apply to any decrease in the Face Amount of the Policy as explained in the Surrender Charge Schedule.

The decrease will reduce the Face Amount in the following order, unless any rider made a part of the Policy states otherwise:

- a. Each Requested Increase in succession, starting with the most recent increase; and then
- b. The remaining Initial Face Amount; and then
- c. Any increase in Face Amount resulting from a change in Death Benefit Option.

A decrease in Face Amount may require a decrease in amounts provided by any riders made a part of the Policy.

2. Change from Death Benefit Option B to: Death Benefit Option A; or to Death Benefit Option C on or prior to Attained Age 60.

The Face Amount of the Policy will be increased, if necessary, to equal the Death Benefit on the effective date of the change.

3. Change from Death Benefit Option C to Death Benefit Option A.

If this change is made on or prior to Attained Age 65, the Face Amount of the Policy will be increased, if necessary, to equal the Death Benefit on the effective date of the change.

If this change is made after Attained Age 65, the Face Amount will not change.

4. Change from Death Benefit Option C to Death Benefit Option B.

If this change is made on or prior to Attained Age 65, the Face Amount will not change.

If this change is made after Attained Age 65, the Face Amount of the Policy will be decreased, if necessary, to equal the Death Benefit minus the Cash Value on the effective date of the change. This change may not be made if it would result in a Face Amount for the Policy that is less than the Minimum Face Amount shown on the Policy Specifications page. A Surrender Charge may apply to any decrease in the Face Amount of the Policy as explained in the Surrender Charge Schedule.

The decrease will reduce the Face Amount in the following order, unless any rider made a part of the Policy states otherwise:

- a. Each Requested Increase in succession, starting with the most recent increase; and then
- b. The remaining Initial Face Amount (which includes any increase in Face Amount resulting from a change in Death Benefit Option).

A decrease in Face Amount may require a decrease in amounts provided by any riders made a part of the Policy.

### 3. CASH VALUES

#### Cash Value

The Cash Value of the Policy equals the total of the values in the Fixed Account, the Separate Account and the Loan Account, and is described below. You may access the Cash Value by taking a loan, making a partial withdrawal, or surrendering the Policy.

#### Fixed Account Cash Value Guaranteed Interest Rate

The interest credited to the cash value in the Fixed Account for a specific day will be at an effective annual rate not less than the Fixed Account Cash Value Guaranteed Interest Rate shown on the Policy Specifications page.

#### Fixed Account Cash Value

The cash value in the Fixed Account on the Investment Start Date equals: the portion of the initial Net Premium received and allocated to the Fixed Account; less the portion of the Monthly Deductions due from the Policy Date through the Investment Start Date, if any, charged to the Fixed Account.

The cash value in the Fixed Account on any day after the investment Start Date equals:

1. The cash value in the Fixed Account on the preceding Valuation Date, with interest on such value at the current rate; plus
2. Any portion of Net Premium received and allocated to the Fixed Account on that day; plus
3. Any amounts transferred to the Fixed Account on that day; plus
4. Any loan repayments allocated to the Fixed Account on that day; plus
5. That portion of any interest credited on an outstanding Loan which is allocated to the Fixed Account on that day;

Less:

1. Any amount transferred from the Fixed Account to the Investment Divisions on that day;
2. Any partial withdrawal from the Fixed Account on that day;
3. Any portion of a Transfer Processing Charge taken from the Fixed Account;
4. Any portion of the Surrender Charge taken on that day due to a requested decrease in Face Amount, Death Benefit Option change or partial withdrawal attributable to the Fixed Account;
5. Any portion of the unpaid Monthly Coverage Expense Charges taken on that day due to a requested decrease in Face Amount, Death Benefit Option change or partial withdrawal attributable to the Fixed Account;
6. Any amount transferred from the Fixed Account to the Loan Account on that day;
7. If that day is a monthly anniversary, the portion of the Monthly Deduction charged to the Fixed Account to cover the policy month that starts on that day.

The cash value in the Fixed Account can be negative. Interest will not be charged on negative cash value.

**Separate Account  
Cash Value**

The cash value in each Investment Division on the Investment Start Date equals: the portion of the initial Net Premium received and allocated to the Investment Division; less the portion of the Monthly Deductions due from the Policy Date through the Investment Start Date, if any, charged to the Investment Division.

The cash value in each Investment Division on any day after the Investment Start Date equals:

1. The cash value in the Investment Division on the preceding Valuation Date times that Investment Division's Net Investment Factor for the current Valuation Period; plus
2. Any portion of Net Premium received and allocated to the Investment Division on that day; plus
3. Any amounts transferred to the Investment Division from the Fixed Account or from another Investment Division during the current Valuation Period; plus
4. Any loan repayments allocated to the Investment Division during the current Valuation Period; plus
5. That portion of any interest credited on an outstanding Loan which is allocated to the Investment Division during the current Valuation Period;

Less:

1. Any amounts transferred from the Investment Division during the current Valuation Period;
2. Any partial withdrawal from the Investment Division during the current Valuation Period;
3. Any portion of a Transfer Processing Charge taken from the Investment Division;
4. Any portion of the Surrender Charge incurred during the current Valuation Period due to a requested decrease in Face Amount, Death Benefit Option change or partial withdrawal attributable to the Investment Division;
5. Any portion of the unpaid Monthly Coverage Expense Charges taken during the current Valuation Period due to a requested decrease in Face Amount, Death Benefit Option change or partial withdrawal attributable to the Investment Division;
6. Any amount transferred from the Investment Division to the Loan Account during the current Valuation Period;
7. If a monthly anniversary occurs during the current Valuation Period, the portion of the Monthly Deduction charged to the Investment Division during the current Valuation Period to cover the policy month that starts during that Valuation Period.

The cash value in an Investment Division can be negative. Interest will not be charged on negative cash value.

**Variable  
Accumulation Units**

At the end of a Valuation Date, the current market value of an Investment Division is determined by multiplying that Investment Division's accumulation unit value times the number of Investment Division accumulation units held under the Policy.

The number of Investment Division accumulation units will increase when:

1. Any portion of a Net Premium is allocated to that Investment Division;
2. Amounts are transferred to that Investment Division; or
3. Loans are repaid and credited to that Investment Division.

The number of Investment Division accumulation units will decrease when:

1. Any portion of the Monthly Deduction is deducted from that Investment Division;
2. A Loan is taken from that Investment Division;
3. An amount is transferred from that Investment Division;
4. A Transfer Processing Charge is taken from that Investment Division;
5. A Surrender Charge is taken from that Investment Division;
6. A partial withdrawal is taken from that Investment Division; or
7. Any portion of the Coverage Expense Charge is taken from that Investment Division due to a decrease in Face Amount attributable to that Investment Division.

**Value of Each Accumulation Unit**

The value of an accumulation unit may increase or decrease from one Valuation Period to the next. For any Valuation Period, the value equals 1. times 2., where:

1. Equals the value of an accumulation unit for the prior Valuation Period; and
2. Equals the Net Investment Factor for that Investment Division for the current Valuation Period.

**Net Investment Factor**

The Net Investment Factor measures the investment performance of an Investment Division during a Valuation Period. The Net Investment Factor for each Investment Division for a Valuation Period is equal to:

1. The value of the assets at the end of the preceding Valuation Period; plus
2. The investment income and capital gains---realized or unrealized---credited to the assets during the Valuation Period for which the Net Investment Factor is being determined; less
3. The capital losses---realized or unrealized---charged against the assets during the Valuation Period; less
4. Any amount charged against the Investment Division for taxes, including any tax or other economic burden resulting from the application of tax laws that we determine to be properly attributable to the Investment Division, or any amount we set aside during the Valuation Period as a reserve for taxes attributable to the operation or maintenance of the Investment Division; divided by
5. The value of the assets at the end of the preceding Valuation Period.

**Loan Account Cash Value**

The cash value in the Loan Account as of the Investment Start Date equals the amount transferred into the Loan Account on that day.

The cash value in the Loan Account on any day after the Investment Start Date is equal to:

1. The cash value in the Loan Account on the preceding Valuation Date, with interest at the Loan Interest Rate Credited; plus
2. Any amount transferred to the Loan Account from the Fixed Account on that day; plus
3. Any amount transferred to the Loan Account from the Investment Divisions on that day; plus
4. If that day is a policy anniversary, an amount due to cover the Loan Interest if not paid by you; less
5. Any amount transferred from the Loan Account to the Fixed Account on that day; less
6. Any amount transferred from the Loan Account to the Investment Divisions on that day.

**Cash Value After the Maturity Date**

If the Policy is continued beyond the Maturity Date, the Cash Value of the Policy on and after the Maturity Date will be determined in the same manner as described above, except there will be no Monthly Deductions taken. Premiums cannot be paid on or after the Maturity Date, except for payments required under a Grace Period due to an Excess Loan.

**Monthly Deduction**

The Monthly Deduction for the following month is deducted on the monthly anniversary; and equals the sum of:

1. The Total Monthly Cost of Insurance; plus
2. The Monthly Mortality and Expense Risk Charge; plus
3. The Monthly Coverage Expense Charge; plus
4. The Monthly Policy Charge; plus
5. The monthly costs for riders made a part of the Policy, unless otherwise stated in a rider.

The Monthly Deduction for a policy month will be taken from the Fixed Account and the Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value, less the cash value in the Loan Account on the monthly anniversary. However, at any time you can choose In Writing to have Monthly Deductions allocated to:

1. The Fixed Account or to a specific Investment Division until the cash value in the Fixed Account or that Investment Division is insufficient to cover the entire Monthly Deduction; and then
2. To the Fixed Account and the remaining Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value, less the cash value in the Loan Account on the monthly anniversary.

You can change the Monthly Deduction allocation by making a request In Writing.

There will be no Monthly Deduction taken on or after the Maturity Date.

**Monthly Cost of Insurance**

The Monthly Cost of Insurance for the following month is charged as part of the Monthly Deduction and is included in the Total Monthly Cost of Insurance. The Total Monthly Cost of Insurance equals:

1. The Net Amount at Risk allocated to the remaining Initial Face Amount (which includes any increase in Face Amount resulting from a change in Death Benefit Option) times the Monthly Cost of Insurance Rate for the Initial Face Amount, divided by 1,000; plus
2. If you request any increases in Face Amount, the Net Amount at Risk allocated to each Requested Increase times the Monthly Cost of Insurance Rate for each increase in Face Amount, divided by 1,000.

**Net Amount at Risk**

The Net Amount at Risk equals:

1. For Death Benefit Option A, and for Death Benefit Option C on and after Age 65:
  - a. The greater of: the Face Amount divided by the Monthly Discount Factor shown on the Policy Specifications page; and the Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month times the applicable Attained Age Factor shown in the Table of Corridor Factors; less
  - b. The Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month.
2. For Death Benefit Option B, and for Death Benefit Option C prior to Age 65:
  - a. The greater of: the Face Amount divided by the Monthly Discount Factor shown on the Policy Specifications page, plus the Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month; and the Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month times the applicable Attained Age Factor shown in the Table of Corridor Factors; less
  - b. The Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month.

If the Face Amount or Death Benefit of a rider made a part of the Policy is to be included for the purposes of calculating the Net Amount at Risk under the Death Benefit Options, that rider will so indicate.

The Cash Value used in the Net Amount at Risk calculation will not be less than zero.

**Allocation of Net Amount at Risk**

The Net Amount at Risk will be allocated to the coverages in the following order:

1. Each increase in Face Amount in succession, starting with the most recent increase; and then
2. To the coverage provided by the remaining Initial Face Amount (which includes any increase in Face Amount resulting from a change in Death Benefit Option).

If the Allocation of Net Amount at Risk is affected by a rider made a part of the Policy, that rider will so indicate.

**Monthly Cost of Insurance Rates**

At the start of each coverage year, the Monthly Cost of Insurance Rate is calculated for the remaining Initial Face Amount (which includes any increase in Face Amount resulting from a Death Benefit Option Change) and for each Requested Increase. The Monthly Cost of Insurance Rate for each portion of coverage is based on the issue age, risk classification, sex and completed years from the Policy Date for the Initial Face Amount and from the Date of Coverage for each Requested Increase. If the Death Benefit equals a percentage of the Cash Value, any increase in Cash Value will cause an automatic increase in the Death Benefit. The risk classification for such increase will be the same as that used for the most recent Requested Increase, excluding any riders, which required proof that the Insured was insurable by our standards.

The Monthly Cost of Insurance Rates for each portion of coverage will never exceed the rates shown on the Table of Guaranteed Maximum Monthly Cost of Insurance Rates page for that coverage. Any change in the cost of insurance rates will apply to all persons of the same age, sex, and risk classification whose coverage has been in force for the same length of time.

**Monthly Coverage Expense Charge**

The Policy's Monthly Coverage Expense Charge equals the total of these charges for the Initial Face Amount and for all Requested Increases. The Charge for each portion of coverage equals: the Face Amount of the Policy (excluding any increase in Face Amount resulting from a Death Benefit Option change) or the amount of an increase; times its Monthly Coverage Expense Charge rate for the applicable year; divided by 1,000. The Maximum Monthly Coverage Expense Charge is shown on the Policy Specifications page. A separate Maximum Monthly Coverage Expense Charge will apply to each Requested Increase.

If the Policy is reinstated, the period of lapse will not be considered in determining the applicable Monthly Coverage Expense Charge on any day after Reinstatement.

**Monthly Policy Charge**

The Monthly Policy Charge will never exceed the amount shown on the Policy Specifications page.

If the Policy is reinstated, the period of lapse will not be considered in determining the applicable Monthly Policy Charge on any day after Reinstatement.

**Mortality and Expense Risk Charge**

The Mortality and Expense Risk Charge will be calculated on each monthly anniversary and will not exceed the Maximum Mortality and Expense Risk Charge shown on the Policy Specifications page times the cash value in the Separate Account at the start of the current monthly anniversary. If the cash value in the Separate Account is negative on a monthly anniversary, the Mortality and Expense Risk Charge will not be deducted for that month.

If the Policy is reinstated, the period of lapse will not be considered in determining the applicable Mortality and Expense Risk Charge on any day after Reinstatement.

**Cash Surrender Value**

The Cash Surrender Value of the Policy equals the Cash Value at the time of surrender, less:

1. Any Policy Loan Balance;
2. Any unpaid Monthly Coverage Expense Charges and Monthly Policy Charges due for the remainder of the first policy year;
3. Any unpaid Monthly Coverage Expense Charges and Monthly Policy Charges due for the remainder of the 12-month period following the Date of Coverage of a Requested Increase;
4. Any unpaid Monthly Coverage Expense Charges and Monthly Policy Charges due for the remainder of the 12-month period following the Issue Date of any rider made a part of the Policy if that rider so states;
5. Any Surrender Charge.

**Surrender**

You may surrender the Policy for its Cash Surrender Value during the lifetime of the Insured. We will determine the Cash Surrender Value as of the date we receive your request In Writing. The Cash Surrender Value will be paid to you in one sum or placed in an account that earns interest unless you choose In Writing to apply all or part of the proceeds to a Payment Option. (See the Payment Options section).

The Policy will terminate on the monthly anniversary on or next following the date of surrender. The Cash Surrender Value will not be reduced by the Total Monthly Cost of Insurance due on that date for a subsequent policy month.

If the Insured dies on or after the date of surrender and before the termination of the Policy: the surrender will be reversed; and the Cash Surrender Value paid to you will be processed as a Loan. Therefore, the Cash Surrender Value paid to you will be deducted from the Policy Proceeds. (See the Policy Proceeds provision.)

**Partial Withdrawals**

After the first policy year and subject to the conditions below, you may make a request In Writing for a partial withdrawal from the Cash Surrender Value.

We reserve the right to limit the total amount you may withdraw to 90% of the Cash Surrender Value. See the Allocation of Partial Withdrawals, Fixed Account Partial Withdrawals and Separate Account Partial Withdrawals provisions below for additional limits we may impose on partial withdrawals.

The amount of your partial withdrawal request at any one time must be at least the Minimum Loan and Partial Withdrawal Amount shown on the Policy Specifications page.

No partial withdrawal will be processed which would:

1. Reduce the Cash Surrender Value to less than an amount that would cover two Monthly Deductions; or
2. Result in the Face Amount, excluding riders, being less than the Minimum Face Amount shown on the Policy Specifications page; or
3. Disqualify the Policy as life insurance under the Code and any interpretive regulation or rulings by the Internal Revenue Service.

In each policy year after the first, you may make up to the Maximum Number of Partial Withdrawals shown on the Policy Specifications page as long as the total withdrawal amount (see the first paragraph of this provision) is not exceeded, except with our consent. We reserve the right to change the minimum amounts or the maximum number of partial withdrawals. We also may assess a transaction charge for a withdrawal, not to exceed the Maximum Partial Withdrawal Charge shown on the Policy Specifications page.

The Death Benefit of the Policy will be based on the Face Amount after the partial withdrawal and the reduced Cash Value. The Face Amount of the Policy will be decreased, if necessary, such that the Net Amount at Risk after the partial withdrawal is not greater than the Net Amount at Risk before the partial withdrawal.

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The Face Amount will be decreased in the following order, unless any rider made a part of the Policy states otherwise:

1. Each Requested Increase in succession, starting with the most recent increase; and then
2. The remaining Initial Face Amount; and then
3. Any increase in Face Amount resulting from a change in Death Benefit Option.

If a decrease in Face Amount requires a decrease in the amounts provided by any riders made a part of the Policy, that rider will so indicate.

A Surrender Charge may apply if the Face Amount is decreased as a result of a partial withdrawal.

**Allocation of Partial Withdrawals**

Subject to the conditions below, partial withdrawals will be allocated among the Fixed Account and the Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value less the cash value in the Loan Account on the date of the partial withdrawal. If the Fixed Account conditions will not allow this proportionate allocation, we will request that you specify an acceptable allocation.

**Fixed Account Partial Withdrawals and Transfers**

Except with our consent, partial withdrawals and transfers from the Fixed Account can be made once within 30 days after each policy anniversary. The maximum amount of all partial withdrawals and transfers from the Fixed Account in a policy year will, except with our consent, be the greater of 1. and 2., where:

1. Equals the portion of the Cash Surrender Value in the Fixed Account at the start of that policy year times the Fixed Account Maximum Withdrawal Percentage Limit, as shown on the Policy Specifications page.
2. Equals the previous year's Fixed Account Maximum withdrawal amount.

However, if less than \$50 would remain in the Fixed Account after the withdrawal, you can withdraw the entire portion of the Cash Surrender Value in the Fixed Account.

**Separate Account Partial Withdrawals**

The maximum amount of a partial withdrawal from any one of the Investment Divisions will be the lesser of 1. and 2., where:

1. Equals 90% of the portion of the Cash Surrender Value in that Investment Division at the start of that policy year.
2. Equals the amount required to keep the Face Amount, excluding riders, from being less than the Minimum Face Amount.

**Surrender Charge**

During the surrender charge period, a Surrender Charge will apply: upon surrender; upon lapse; upon a partial withdrawal that decreases the Face Amount; upon a change in Death Benefit Option that decreases the Face Amount; and upon a requested decrease in Face Amount. However, in each policy year you can take partial withdrawals equal to 10% without a Surrender Charge. For example, if you take a partial withdrawal of 6% of the Cash Surrender Value, you can take another 4% of the then current Cash Surrender Value in that policy year without a Surrender Charge, and then Surrender Charges will apply to any future withdrawals in that policy year.

A Surrender Charge will be applied:

1. First, with respect to each Requested Increase in succession and the number of months from the Date of Coverage for that increase, starting with the most recent increase; and then
2. With respect to the Initial Face Amount (excluding any increase in Face Amount resulting from a Death Benefit Option change) and the number of months from the Policy Date.

The Maximum Surrender Charges for the Initial Face Amount and for any Requested Increase are shown on the Surrender Charge Schedule page for the respective coverage.

A Surrender Charge will apply to any decrease in Face Amount during the surrender charge period. The amount of Surrender Charge applied because of a decrease in Face Amount is defined on the Surrender Charge Schedule page for the portion of the Face Amount being decreased. The Surrender Charge for a decrease in Face Amount is deducted from the Cash Value on the effective date of the decrease.

The Surrender Charge will be allocated among the Fixed Account and the Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value less the cash value in the Loan Account. If a Surrender Charge is imposed due to a partial withdrawal, it will be allocated among the Fixed Account and the Investment Divisions in the same proportion that the partial withdrawal was allocated among the Fixed Account and the Investment Divisions.

If the Surrender Charge of a rider made a part of the Policy is to be included for the purposes of determining the Surrender Charge applicable to the Policy, that rider will so indicate.

If the Policy is reinstated, the period of lapse will not be considered in determining the applicable Surrender Charge on any date after Reinstatement.

**Continuation of Insurance**

If all premium payments cease and the Guaranteed Minimum Death Benefit provision is not in effect, the insurance provided under the Policy, including benefits provided by any rider made a part of the Policy, will continue in accordance with the provisions of the Policy for as long as the Cash Surrender Value is sufficient to cover the Monthly Deductions. (See the Grace Period provision.)

**Postponement of Payments or Transfers**

We will usually pay any amounts payable on Loans, surrenders or partial withdrawals allocated to the Investment Divisions within seven days after we receive the request in Writing. We will usually pay any Death Benefit proceeds within seven days after we receive due proof of claim. Payment of any amount payable from the Investment Divisions on Loans (except when used to pay premiums on policies issued by us), surrenders, partial withdrawals or death may be postponed whenever:

1. The New York Stock Exchange is closed (other than customary weekend and holiday closing) or trading on the New York Stock Exchange is restricted as determined by the SEC;
2. The SEC, by order, permits postponement for the protection of policy owners; or
3. An emergency exists as determined by the SEC, as a result of which disposal of securities is not reasonably practicable or it is not reasonably practicable to determine the value of the net assets of the Separate Account.

Transfers may also be postponed under the circumstances listed above.

We may defer payment of the portion of any amount payable from the Fixed Account on surrender or partial withdrawals for not more than six months. If we defer payment for 30 days or more, we will pay interest, if required by law, at a rate at least equal to the minimum required by the state governing the Policy.

We may defer payment of the portion of any Loan from the Fixed Account for not more than six months, except for payment of premiums to us.

**Basis of Computation**

The minimum cash values in the Fixed Account are based on:

1. The Basis of Computation of Minimum Cash Values table shown on the Policy Specifications page and any Policy Specifications for Policy Change page; and
2. Compound interest at an annual rate of not less than the Fixed Account Cash Value Guaranteed Interest Rate shown on the Policy Specifications page.

All values are at least equal to those required by any applicable law of the state that governs the Policy. We have filed a detailed statement, if required, of the method of calculating cash values and reserves with the insurance supervisory official of that state.

#### 4. SEPARATE ACCOUNT PROVISIONS AND TRANSFERS

##### Separate Account

The variable benefits under the Policy are provided through investments in the Separate Account. This account is used for flexible premium variable life insurance policies and, if permitted by law, may be used for other policies or contracts as well.

We hold the assets of the Separate Account. These assets are held separately from the assets held in our general account (which includes the Fixed Account). Income, gains and losses---whether or not realized---from assets allocated to the Separate Account will be credited to or charged against the Separate Account without regard to our other income, gains or losses.

The portion of the assets held in the Separate Account equal to the reserves and other policy liabilities with respect to the Separate Account will not be charged with liabilities that arise from any other business we may conduct. We have the right to transfer to our general account any assets of the Separate Account that exceed the reserves and other policy liabilities of the Separate Account.

The Separate Account is registered with the Securities and Exchange Commission as a unit investment trust under the Investment Company Act of 1940. The Separate Account is also subject to the laws of the state of Delaware. To the extent required by law, the investment policy of the Separate Account will not be changed without the approval of the Insurance Commissioner of the State of Delaware. If required, the approval process is on file with the insurance supervisory official of the state that governs the Policy.

##### Investment Divisions

The Separate Account has multiple Investment Divisions. The Investment Divisions invest in shares of registered investment companies or other pools of investment assets.

Income, gains and losses---whether or not realized---from the assets of each Investment Division are credited to or charged against that Investment Division without regard to income, gains or losses in other Investment Divisions or in the Fixed Account.

We will value the assets of each Investment Division at the end of each Valuation Period.

The values and benefits of the Policy depend on: the investment performance of the Investment Divisions; and the interest credited to the Fixed Account. We do not guarantee the investment performance of the Investment Divisions. You bear the investment risk for amounts invested in the Investment Divisions for the Policy.

##### Addition, Deletion or Substitution of Investment Divisions

As permitted by law, we can add or remove shares of a fund that are held by the Separate Account or that the Separate Account may purchase. When a change is made, we will send you: a prospectus supplement or a revised prospectus for the Separate Account which will describe all of the funds then available for the Policy in the Separate Account or its successor or any other investment company in which the Separate Account is invested; and any notice required by law.

When shares of a fund are removed, we have the right to substitute a different fund in which the Investment Division will then invest:

1. The value of the removed shares of the fund; and
2. Future net premiums applied to that Investment Division.

The investment policy of the Separate Account will not be changed unless the change has been approved by the Insurance Commissioner of the State of Delaware, if required. We have filed a statement of the approval process with the insurance supervisory official of the state that governs the Policy, to the extent required by law.

## Transfers

If the Policy is in force and you have not exercised your Conversion Right, 20 days after the initial Net Premium is applied to the Policy, you may transfer amounts as follows:

1. Between the Fixed Account and the Investment Divisions; and
2. Among the Investment Divisions.

These transfers will be subject to the following conditions:

1. We must receive a request for transfer *In Writing*.
2. The transfer request must be expressed as a dollar amount or as a percentage in whole numbers.
3. The minimum amount of the transfer must be equal to the lesser of \$50 or the total amount the Fixed Account or Investment Division that the transfer is being made from.
4. We may impose a charge for each transfer not to exceed the Maximum Transfer Processing Charge shown on the Policy Specifications page.
5. We reserve the right to limit the number of transfers in each policy year to the Maximum Number of Transfers per Policy Year shown on the Policy Specifications page.
6. The maximum amount of all transfers and partial withdrawals from the Fixed Account (the Fixed Account Maximum) in any policy year will be the greater of a. and b., where:
  - a. Equals the portion of the Cash Surrender Value in the Fixed Account at the start of that policy year, times the Fixed Account Maximum Withdrawal Percent Limit shown on the Policy Specifications page; and
  - b. Equals the previous policy year's Fixed Account Maximum withdrawal amount.

However, if less than \$50 would remain in the Fixed Account after the transfer, you can transfer the remainder to the Investment Divisions.

The Fixed Account cash value immediately after any transfer to the Fixed Account cannot exceed c. times d., where:

- c. Equals the Fixed Account cash value plus the Separate Account cash value; and
- d. Is the Fixed Account Maximum Allocation Percent as shown on the Policy Specifications page.

All transfers that occur on the same day are counted as one transfer for the purpose of determining: any charge under item 4 above; and the number of transfers made in a policy year under item 5 above.

Your right to make transfers is subject to limitations or modifications by us if we determine, in our sole opinion, that the exercise of the right by one or more owners with interests in the Investment Division is, or would be, to the disadvantage of other owners. Restrictions may be applied in any manner reasonably designed to prevent any use of the transfer right that we consider to be to the disadvantage of other owners. A limitation or modification could be applied to transfers to and from one or more of the Investment Divisions and could include, but is not limited to:

1. The requirement of a minimum time period between each transfer;
2. Not accepting a transfer request from a third party acting under authorization on behalf of more than one owner;
3. Limiting the dollar amount that may be transferred by an owner between the Investment Divisions at any one time; or
4. Requiring that a transfer request be provided *In Writing* and signed by the owner.

## 5. LOANS

### Loans

Upon your request In Writing, you may borrow no more than the Loan Value (defined below) of the Policy while it is in force.

The Loan Value on the date the loan is made equals:

1. The Cash Value; less
2. Any Policy Loan Balance; less
3. Loan interest to the next policy anniversary; less
4. The most recent Monthly Deduction charged, times the number of policy months to the next policy anniversary; less
5. Any Surrender Charge; plus
6. Interest at the Fixed Account Cash Value Guaranteed Interest Rate credited to the next policy anniversary.

The amount of each loan request must be at least equal to the Minimum Loan and Partial Withdrawal Amount shown on the Policy Specifications page. The Policy will be the sole security for such Loan.

You may allocate the Loan among the Fixed Account and the Investment Divisions. If you do not specify the allocation, then the Loan will be allocated among the Fixed Account and the Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value, less the cash value in the Loan Account, on the date of the Loan.

Cash value equal to the Loan allocated to the Fixed Account and each Investment Division will be transferred to the Loan Account and will earn interest at an annual effective rate not less than the Loan Interest Rate Credited shown on the Policy Specifications page. Interest earned on the cash value in the Loan Account will remain in the Loan Account until: we receive a loan repayment; a new Loan is made; the Policy enters the Grace Period; or the next policy anniversary. Upon any of these events, the interest earned on the Loan Account will be transferred to the Fixed Account and the Investment Divisions in proportion to the cash value in each.

### Loan Interest Charged

Interest on loans will be charged at the Loan Interest Rate Charged applicable to the Policy Year as shown on the Policy Specifications page. This is a fixed loan interest rate. The loan interest is due each year on the policy anniversary.

If you do not pay the loan interest when it is due on a policy anniversary: an amount of cash value equal to the loan interest will be added to the existing loan; interest will be charged on it; and it will be allocated to the Loan Account. The amount transferred will be deducted from the Fixed Account and the Investment Divisions in the same proportion that the cash value in each bears to the total Cash Value, less the cash value in the Loan Account.

### Loan and Loan Interest Repayments

Any payment we receive will be applied as a premium payment unless it is clearly marked as a Loan repayment.

You may repay the Policy Loan Balance in whole or in part at any time before the death of the Insured while the Policy is in force. When a loan repayment is made, an amount equal to the loan repayment will be transferred from the Loan Account to the Fixed Account and the Investment Divisions in the same proportion that the cash value in each bears to the total Cash Value, less the cash value in the Loan Account.

If there is an Excess Loan (see the Definitions page), we will mail a notice to your last known address and that of any assignee of record. We will allow you a Grace Period for payment of the excess due. If the excess due remains unpaid at the end of the Grace Period, the Policy will lapse without value. The Grace Period will end 62 days from the date the notice is sent.

## 6. PREMIUMS AND GRACE PERIOD

- Payment of Premiums** The first premium is due as of the Policy Date. While the Insured is living, premiums after the first must be paid at our Designated Office. A premium receipt will be furnished upon request. The Policy will not be in force until the first premium is paid.
- Prior to the Maturity Date, premiums may be paid in any amount and at any interval subject to the following conditions:
1. Any premium payment must be at least \$50.00.
  2. If you chose the Guideline Premium Test, total premiums paid in any policy year may not exceed an amount that would cause the Policy to fail the definition of life insurance as defined by Section 7702 of the Code or any applicable successor provision.
- The Planned Premium amount cannot be increased if payment of the increased planned premium would cause the Policy to fail to satisfy the definition of life insurance as defined by Section 7702 of the Code or any applicable successor provision.
- If we receive a premium that causes the Death Benefit to increase by an amount that exceeds that Net Premium, we reserve the right to refuse that premium payment. We may require additional evidence of insurability before we accept that premium payment.
- Premiums cannot be paid on or after the Maturity Date, unless they are required under a Grace Period provision.
- Unless you request otherwise In Writing, any payment that we receive will be used as a premium payment.
- Percent of Premium Charge** A Percent of Premium Charge will be deducted from each premium submitted. The maximum charge is shown on the Policy Specifications page.
- Premium Tax Charge** A Premium Tax Charge will be deducted from each premium submitted. The maximum charge is shown on the Policy Specifications page.
- Federal Tax Charge** A Federal Tax Charge will be deducted from each premium submitted. The maximum charge is shown on the Policy Specifications page.
- Allocation of Net Premiums** You may allocate the Net Premiums among the Fixed Account and the Investment Divisions. No less than 1% of the Net Premium may be allocated to the Fixed Account or any Investment Division. Percentages must be in whole numbers. The cash value in the Fixed Account immediately after payment of the premium cannot exceed 1. times 2., where:
1. Equals the Fixed Account cash value plus the Separate Account cash value.
  2. Equals the Fixed Account Maximum Allocation Percent as shown on the Policy Specifications page. We may modify the Fixed Account Maximum Allocation Percent at any time.
- The initial allocation is shown on the Application.
- The Policy's first Net Premium is invested in the Fixed Account as of the Investment Start Date. Twenty days after the first Net Premium is applied to the Policy, the Cash Value will be allocated to the Fixed Account and/or the Investment Divisions according to the allocations you chose on the Application. Before the Cash Value is transferred from the Fixed Account, the values and benefits of the Policy will depend on the interest credited to the Fixed Account. After the Cash Value is transferred from the Fixed Account, each Net Premium will be allocated to the Fixed Account and/or the Investment Divisions according to the allocations you have chosen as of the date we receive the premium at our Designated Office.
- Your Right to Change Allocation** While the Policy is in force, you may change the allocation of future Net Premiums among the Fixed Account and/or the Investment Divisions as outlined in the Allocation of Net Premiums provision. The change in allocation percentages will take effect when we receive your request In Writing.
- Guaranteed Minimum** On each monthly anniversary, we will compare 1. to 2. for each Guaranteed Minimum Death Benefit Period (referred to as "Guaranteed Period") applicable to the Policy, where:

**Death Benefit**

1. Equals the sum of the Guaranteed Minimum Death Benefit Monthly Premiums for each applicable Guaranteed Period for each monthly anniversary since the Policy Date; and
2. Equals the total premiums paid to date less: all partial withdrawals; any cash value paid to you to allow the Policy to continue to qualify as a life insurance contract; and any outstanding Loans.

If 2. is greater than or equal to 1. for at least one applicable Guaranteed Period, the Policy will not lapse, even if the Cash Surrender Value is insufficient to pay the Monthly Deduction.

If, based on the total premium paid, the Policy qualifies for a longer Guaranteed Period than the one chosen in the Application, the longer Guaranteed Period will be in effect. The Policy will qualify for a longer Guaranteed Period only if the premium requirement for that Guaranteed Period has been satisfied for each policy month since the Policy Date.

If the premium requirement for the Guaranteed Period chosen in the Application is not met: the Guaranteed Period chosen will no longer be in effect; and the next shorter Guaranteed Period for which the premium requirement has been met since the Policy Date, if any, will be in effect.

The Guaranteed Minimum Death Benefit Monthly Premium may change if any of the following occurs:

1. A change in Face Amount; or
2. The addition or deletion of, or change to, a rider made a part of the Policy; or
3. A change in Death Benefit Option; or
4. A misstatement of age or sex in the Application; or
5. A change in the Insured's risk classification. This may also affect the Guaranteed Period.

We will send you a revised Policy Specifications page reflecting the new Guaranteed Minimum Death Benefit Monthly premium.

If the Guaranteed Minimum Death Benefit ends because the premium requirement has not been met while the Policy is in force, the Guaranteed Period that was in effect immediately prior to the expiration of the Guaranteed Minimum Death Benefit can be reinstated within nine months, provided that the Policy remains in force. Sufficient premiums must be paid to satisfy the cumulative premium requirement for the applicable Guaranteed Period at the time of reinstatement.

If the Policy lapses during the first five policy years, only the Five-Year Guaranteed Period will be reinstated if the Policy is reinstated during the first five policy years. If the Policy lapses after the first five policy years, the Guaranteed Minimum Death Benefit provision will terminate and no Guaranteed Period can be reinstated if the Policy is reinstated.

We will send you a notice if the Guaranteed Minimum Death Benefit Monthly premium requirement for the Guaranteed Period you chose has not been met. The notice will state the amount of premium that has to be paid in order to retain the guarantee and whether, in the absence of payment, the Policy would qualify for the next shorter Guaranteed Period. If the premium required to keep your chosen Guaranteed Period in effect is not paid within 62 days of the notice, that guarantee will end. If the Policy qualifies for a shorter Guaranteed Period, that will become the new Guarantee Period.

**Grace Period**

If, on a monthly anniversary during an applicable Guaranteed Period, the Policy does not meet any applicable Guaranteed Minimum Death Benefit premium requirement and the Cash Surrender Value is less than the next Monthly Deduction, a Grace Period of 62 days will be allowed for the payment of a premium sufficient to keep the Policy in force (referred to as the "Amount Due").

After the termination of the last applicable Guaranteed Period, if the Cash Surrender Value is less than the next Monthly Deduction on a monthly anniversary, a Grace Period of 62 days will be allowed for the payment of the Amount Due.

At the start of the Grace Period, notice of the Amount Due will be sent to your last known address and to any assignee on record. The Amount Due is the amount required to pay the Monthly Deduction, or the amount required to meet a Guaranteed Minimum Death Benefit premium requirement (if applicable), whichever is less. If we do not receive the Amount Due by the end of the Grace Period, the Policy will lapse at the end of that 62-day period and it will then terminate without Cash Surrender Value. If the Insured dies during the Grace Period, any Amount Due will be deducted from the Death Benefit.

**Reinstatement**

If the Policy has not been surrendered, you may reinstate your lapsed Policy prior to the Maturity Date and within three years after the date of lapse. To reinstate, you must submit a request In Writing and the following:

1. Proof satisfactory to us that the Insured is insurable by our standards.
2. Payment of the Monthly Deductions and Loan Interest due and unpaid at the time of lapse.
3. Payment of an amount large enough to keep the Policy in force for at least two months.

The Insured must be alive on the date we approve the request for reinstatement. If the Insured is not alive, such approval is void.

The reinstated Policy will be in force from the date we approve the reinstatement application. There will be a full Monthly Deduction for the policy month in which we approve the reinstatement application.

Any Loans in effect at the time of lapse may be repaid or reinstated.

The Surrender Charge, Maximum Monthly Coverage Expense Charge and Maximum Monthly Policy Charge at the time of Reinstatement will be those in effect at the time of lapse. The Cash Value following Reinstatement will include the amount of any Surrender Charge imposed at the time of lapse.

Reinstatement of the Minimum Death Benefit Guarantee is limited as described in the Minimum Death Benefit Guarantee provision.

Riders can be reinstated only as stated in the rider or with our consent.



## 7. GENERAL PROVISIONS

### The Contract

We have issued the Policy in consideration of the Application and payment of premiums. The Policy, the Application, any riders, and any endorsements comprise the entire contract and are made a part of the Policy when you accept the insurance applied for. The Policy may be changed by mutual agreement. Any change must be in writing and approved by our President or Secretary. Our representatives have no authority to alter or modify any terms, conditions, or agreements of the Policy, or to waive any of its provisions.

### Statements in Application

All statements made by the Insured or on his or her behalf, or by the applicant, will be deemed representations and not warranties. Material misstatements will not be used to void the Policy, any rider or any increase in Face Amount or to deny a claim unless made in the Application.

### Claims of Creditors

To the extent permitted by law, neither the Policy nor any payment under it will be subject to the claim of creditors or to any legal process.

### Conversion Right

While the Policy is in force during the first two policy years, you have a one-time right to exchange the Policy to a new permanent fixed benefit life policy on the life of the Insured, without proof of insurability. We, or an affiliate that we name, will issue the new policy on the following basis:

1. The new policy will have the same Policy Date and Issue Date as this Policy;
2. The Face Amount of the new policy may not be greater than the Face Amount, exclusive of riders, of this Policy on the exchange date;
3. The cost of insurance rates for the new policy will be based on the Insured's age, smoker status, sex, and risk classification in effect on the Issue Date of this Policy, or the class we determine is the closest to it if that class is not offered on the new policy;
4. The new policy will be a permanent fixed benefit plan agreed to by the issuing company, to the extent available for sale by that company on the exchange date and subject to any limits under Federal income tax and other applicable rules;
5. The Cash Value of this Policy will be transferred to the new policy as of the exchange date;
6. Any premium from this Policy that is in excess of the premium due, if any, for the new policy may be applied as an advance premium. If the conversion results in an increase in cash value, the increase will be payable by you. If a decrease in cash value results, we will return such amount to you;
7. Any Loan and loan interest due on the exchange date must be repaid prior to the issue of the new policy;
8. Any riders attached to this Policy will be attached to the new policy only if available for such policy;
9. The new policy will be subject to any assignments and limitations to which this Policy is subject.

### Misstatement of Age or Sex and Corrections

If we determine during the first policy year that there was a misstatement of age or sex in the Application, the Policy values and charges will be recalculated from the Issue Date based on the correct information.

If we determine after the first policy year that there was a misstatement of age or sex in the Application, the amount of the Death Benefit will be that which would be purchased by the most recent Monthly Deduction at the correct age and sex.

If we make any payment or Policy changes in good faith, relying on our records or evidence supplied to us, our duty will be fully discharged. We reserve the right to correct any errors in the Policy.

**Unisex Basis**

If the Policy is issued on a unisex basis, all rates, benefits and values that contain differences based on sex are modified to provide the same for males and females.

**Incontestability**

We cannot contest the initial coverage after the Policy has been in force during the lifetime of the Insured for two years from its Issue Date. We cannot contest a Requested Increase with regard to material misstatements made concerning such increase after it has been in force during the lifetime of the Insured for two years from its Date of Coverage. We cannot contest a Death Benefit increase caused by a premium payment that required evidence of insurability after it has been in force during the lifetime of the Insured for two years from the date we received the premium payment. We cannot contest a Death Benefit increase caused by a change in Death Benefit Option that required evidence of insurability after it has been in force during the lifetime of the Insured for two years from its Date of Coverage. This provision will not apply to any rider that contains its own incontestability clause.

If the Policy was issued as the result of the exercise of an option given in another policy and proof of insurability was not required, the contestable period applicable to the coverage resulting from the option exercise will end at the same time as it would have under the original policy.

**Suicide Exclusion**

If the Insured dies by suicide, while sane or insane, within two years from the Issue Date, the amount payable will be limited to: the amount of premiums paid less any partial withdrawals; or, if greater and required by law, the reserve; less any Policy Loan Balance on the date of death. If the Insured dies by suicide, while sane or insane, after the first two policy years and within two years of the Date of Coverage of any Requested Increase: the increase will not be in effect; and the portion of Monthly Deduction attributable to the increase will be added to the Cash Value prior to the calculation of the Death Benefit.

If the Policy was issued as the result of the exercise of an option given in another policy and proof of insurability was not required, the suicide period applicable to the coverage resulting from the option exercise will end at the same time as it would have under the original policy.

**Annual Report**

Each year, or more often if required by law or regulation, we will send you a report that shows: the Death Benefit; current Policy values; surrenders; premiums paid and deductions made since the last report; any Policy Loan Balance; any Death Benefit Guarantee in effect; and any other information required by law or regulation.

**Illustration of Benefits**

You may make a request In Writing for an illustration of benefits. We may charge a small fee for any requested illustration after the first in each policy year. This fee will not exceed the Maximum Fee for Illustration of Benefits shown on the Policy Specifications page.

## 8. PERSONS WITH AN INTEREST IN THE POLICY

<b>Owner</b>	<p>The Owner of the Policy is named in the Application. The Owner can be changed before the death of the Insured. The new Owner will succeed to all rights of the Owner, including the right to make a further change of Owner. If there is more than one Owner, all must exercise the rights of ownership by joint action. Ownership may be changed in accordance with the Change of Owner or Beneficiary provision.</p> <p>The Owner may be the Insured or someone else, and may be a person, a partnership, a corporation, a fiduciary or any other legal entity. At the death of the Owner, his or her estate will be the Owner, unless a successor Owner has been named. The rights of the Owner will end at the death of the Insured.</p>
<b>Beneficiary</b>	<p>The Beneficiary is the person or entity named to receive the Policy Proceeds. The initial Beneficiary is named in the Application. You may change the Beneficiary before the death of the Insured; however, an irrevocable Beneficiary cannot be changed without his or her consent. The Beneficiary can be a person, a corporation, a partnership, a fiduciary or any other legal entity. A person must survive the Insured to qualify as Beneficiary. If none survives, the proceeds will be paid to the Owner.</p> <p>Any payment we make will terminate our liability with respect to such payment.</p>
<b>Change of Owner or Beneficiary</b>	<p>During the Insured's lifetime you may change the Owner and Beneficiary designations, subject to any restrictions as stated in the Owner and Beneficiary provisions. You must make the change In Writing. Once it is recorded, the change will take effect as of the date you signed the request, whether or not the Insured is living when we receive your request. The change will be subject to any assignment of the Policy or other legal restrictions. It will also be subject to any payment we made or action we took before we recorded the change. A change of Owner will void any prior Beneficiary designation.</p>
<b>Assignments</b>	<p>If you make an absolute assignment of the Policy, the assignee will be the new Owner and Beneficiary. A collateral assignment of the Policy by you is not a change of Owner or Beneficiary; but their rights will be subject to the terms of the assignment. Assignments will be subject to all payments made and actions taken by us before a signed copy of the assignment form is recorded by us at our Designated Office. We will not be responsible for determining whether or not an assignment is valid.</p>
<b>Designation of Owner and Beneficiary</b>	<p>A numbered sequence can be used to name successive Owners or Beneficiaries. Co-beneficiaries will receive equal shares unless otherwise stated.</p> <p>In naming Owners or Beneficiaries, unless otherwise stated:</p> <ol style="list-style-type: none"><li>1. "Child" includes an adopted or posthumous child;</li><li>2. "Provision for issue" means that if a Beneficiary does not survive the Insured, the share of the Policy Proceeds for that Beneficiary will go to his or her living issue by right of representation; and</li><li>3. A family relation such as "wife", "husband" or "child" means relation to the Insured.</li></ol> <p>At the time of payment of benefits, we can rely on an affidavit of any Owner or other responsible person to determine family relations or members of a class.</p>
<b>Requests For Changes or Information</b>	<p>All requests for change or information must be submitted In Writing.</p>

## 9. PAYMENT OF POLICY BENEFITS

<b>Payment</b>	<p>Unless otherwise requested, we may pay the Policy Proceeds when the Insured dies to the Payee in one sum or by placing the amount in an account that earns interest. The Payee will have immediate access to all or any part of the account. We will pay interest on the proceeds from the date they become payable to the date of payment as stated above, if required by law.</p> <p>On request, all or part of the proceeds payable in one sum at the death of the Insured can be applied to any Payment Option at the choice of the Payee. Further, with our consent, any Payee who is entitled to receive proceeds in one sum when a Payment Option ends, or at the death of a prior Payee, or when the proceeds are withdrawn, can choose to apply the proceeds to a Payment Option.</p>
<b>Choice of Payment Options; Option Date</b>	<p>The choice of a Payment Option and the naming of the Payee must be In Writing. You can make, change or revoke the choice before the death of the Insured. The Option Date is the effective date of the Payment Option, as chosen.</p> <p>When a Payment Option starts, a contract will be issued by us or by an affiliate that will describe the terms of the Option.</p>
<b>Payee</b>	<p>A Payee is a person, a corporation, a partnership, a fiduciary or any other legal entity entitled to receive the Policy Proceeds or surrender proceeds in one sum or under a Payment Option.</p> <p>If the Payee is not a natural person, the choice of a Payment Option will be subject to our approval. A collateral assignment will modify a prior choice of a Payment Option. The amount due any assignee will be payable in one sum and the balance will be applied under the Payment Option.</p>
<b>Life Income Options</b>	<p>Guaranteed Life Income Options are based on the age of the Payee on the Option Date. We will require proof of age. The Life Income payments will be based on the rates shown in the Life Income Tables; or, if they are greater, our Payment Option rates on the Option Date. If the rates at a given age are the same for different periods certain, the longest period certain will be deemed to have been chosen.</p>
<b>Death of Payee</b>	<p>Amounts to be paid after the death of a Payee under a Payment Option will be paid as due to the successor Payee. If there is no successor Payee, amounts will be paid in one sum to the estate of the last Payee to die. If a Payee under a Life Income Option dies within 30 days after the Option Date, the amount applied to the Option, less any payments made, will be paid in one sum, unless a Payment Option is chosen.</p>
<b>Limitations</b>	<p>If installments under an Option would be less than \$50, proceeds can be applied to a Payment Option only with our consent.</p>

## 10. PAYMENT OPTIONS

### Single Life Income

Monthly payments will be made during the lifetime of the Payee.

### Single Life Income – 10 Year Guaranteed Payment Period

Monthly payments will be made during the lifetime of the Payee with a guaranteed payment period of 10 years.

### Joint and Survivor Life Income

Monthly payments will be made:

1. While either of two Payees is living, called "Joint and Survivor Life Income", or
2. While either of two Payees is living, but for at least 10 years, called "Joint and Survivor Life Income, 10 Years Certain".

### Other Frequencies and Options

Other Payment Options and payment frequencies may be arranged with us.

## 11. LIFE INCOME TABLES

### Minimum Payments under Payment Options

Monthly payments for each \$1,000 applied will not be less than the amounts shown in the following tables. On request, we will provide additional information about amounts of minimum payments.

#### Single Life Income

Payee's Age	Life Income		10 Year Guaranteed Payment Period	
	Male	Female	Male	Female
50	\$2.83	\$2.65	\$2.82	\$2.64
55	3.11	2.89	3.10	2.88
60	3.47	3.19	3.44	3.18
65	3.92	3.59	3.87	3.56
70	4.54	4.11	4.43	4.05
75	5.40	4.83	5.13	4.69
80	6.57	5.86	5.96	5.53
85	8.20	7.37	6.87	6.52
90 & over	10.48	9.62	7.72	7.52

#### Joint and Survivor Life Income

Age of Both Payees	Joint and Survivor		Joint and Survivor, 10 Years Certain	
	One Male and One Female		One Male and One Female	
50	\$2.43		\$2.43	
55	2.63		2.63	
60	2.87		2.87	
65	3.17		3.17	
70	3.58		3.57	
75	4.12		4.11	
80	4.87		4.82	
85	5.94		5.76	
90 & over	7.47		6.84	

## OVERLOAN PROTECTION RIDER

MetLife Insurance Company USA

This Rider is a part of the Policy if it is listed on the Policy Specifications page or on the Policy Specifications for Policy Change page. A copy of the application for this Rider is attached to and made a part of this Rider.

**Overloan Protection Benefit** When the Overloan Protection Benefit is active, the Policy will not lapse even if the Cash Value is insufficient to pay the Monthly Deduction. The Death Benefit will be reduced by the Policy Loan Balance.

**Activation of this Benefit** While this Rider is in force, we will send you a notification that you can choose to activate the Overloan Protection Benefit if the following conditions have been met:

1. The Policy has been in force for at least 15 policy years;
2. The Insured is at least Attained Age 75 (if this Rider is attached to a survivorship policy, the younger Insured must be at least Age 75),
3. The Policy Loan Balance is greater than both:
  - a. The Face Amount of the Policy; and
  - b. The Cash Value times the Minimum Percentage shown on the Rider Specifications page; and
4. On the date we receive your request In Writing to activate this Rider, the Policy Loan Balance is less than or equal to the Maximum Percentage shown on the Rider Specifications page times: the Cash Value less the surrender charge and the Rider Charge;
5. The aggregate amount of premiums paid for the Policy, less the aggregate amount received under the Policy to the extent that such amount was excludable from gross income, have been withdrawn;
6. The Death Benefit Option in effect on the date we receive your request In Writing to activate this Rider must be Option A;
7. The Cash Value less the Surrender Charge must be sufficient to cover the Rider Charge described below; and
8. The Policy is not a Modified Endowment Contract as defined in Section 7702A of the Internal Revenue Code of 1986, and the exercise of the Rider would not cause the Policy to become a Modified Endowment Contract.

If you want to activate this Rider, you must make a request In Writing within 30 days after we mail the notification.

**Effect on the Policy** Activating the Overloan Protection Benefit will have the following effects on the Policy:

1. The Cash Value in the Investment Divisions will immediately be transferred to the Fixed Account, with no Transfer Processing Charge;
2. Transfers from the Fixed Account will not be allowed;
3. Policy changes will not be allowed;
4. Premium payments will not be accepted;
5. New loans (other than capitalized interest), partial withdrawals and surrenders will not be allowed;
6. No further Monthly Deductions will be taken;
7. All other riders that are a part of the Policy will be terminated, and new riders cannot be added to the Policy.

**Rider Charge**

There is no charge for this Rider before you activate it. A one-time non-refundable charge will be deducted from the Cash Value when this Rider is activated prior to Attained Age 100. The charge equals: the Cash Value on the date we receive your request In Writing to activate this Rider, times the Overloan Protection Rate shown on the Rider Specifications page.

**Deactivation of this Benefit**

You can deactivate this Rider by making a request In Writing. On the date we receive your request In Writing, any riders that were terminated will remain terminated, and no new riders can be added to the Policy. Any other changes that were made to the Policy as a result of activating this Rider will no longer apply. Monthly Deductions will be taken on each monthly anniversary following the date of deactivation.

You can subsequently request activation of this Rider. Activation is subject to the conditions listed in the "Activation of this Benefit" provision.

**Termination**

This Rider will terminate upon the earlier of:

1. The termination of the Policy; and
2. The monthly anniversary on or next following our receipt of your request In Writing to terminate this Rider.

The Issue Date of this Rider and Policy are the same unless another Issue Date is shown on the Policy Specifications for Policy Change page.

**MetLife Insurance Company USA**

*Jacob M. Jenkel*

Secretary

**RIDER SPECIFICATIONS FOR OVERLOAN PROTECTION RIDER**

<b>Insured:</b>	DARIA MOORE L
<b>Policy Number:</b>	216 002 441 USV
<b>Risk Classification:</b>	ELITE NONSMOKER
<b>Minimum Percentage:</b>	95.00%
<b>Maximum Percentage:</b>	99.50%
<b>Overloan Protection Rate:</b>	3.50%

Copying Prohibited



**Application for Life Insurance**

**Company** (Check the appropriate ONE.)  Metropolitan Life Insurance Company  General American Life Insurance Company  
 The Company indicated in this section is referred to as "the Company".  New England Life Insurance Company  MetLife Insurance Company USA

**SECTION I - About the Proposed Insured**

For Additional Insureds please complete the **Additional Insureds Supplement** form.

<b>First Name</b> Daria	<b>Middle Name</b> L	<b>Last Name</b> Moore
<b>Permanent Address</b> 2136 Oyster Reef Lane	<b>City</b> Mt. Pleasant	<b>State</b> SC
<b>Country of Legal Residence</b> USA	<b>Date of Birth</b> 1977-02-22	<b>E-Mail Address</b> darialynmoore@yahoo
<b>Primary Phone Number</b> (727) 373-8863	<b>Alternate Phone Number</b>	<b>Preferred Time to Call</b> From 9:00 To 5:00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM
<b>Place of Birth</b> Delaware, USA	<b>Social Security or Tax ID Number</b> 222-46-5346	<b>Earned Annual Income</b> \$90,000
<input checked="" type="checkbox"/> U.S. Driver's License	If not licensed, please indicate other form of ID: <input type="checkbox"/> Passport <input type="checkbox"/> Government Issued Photo ID	
<b>Issuer of ID</b> State of Florida	<b>ID Number</b> M800-172-77-562-0	<b>Issue Date (if any)</b> 10/18/2008
<b>Name of Employer</b> Keynote Group	<b>Employer City</b> Charleston	<b>State</b> SC
	<b>ZIP</b>	<b>Position/Duties</b> Marketing Director

<b>NON U.S. CITIZENS ONLY - Country of Citizenship</b>	<b>Green Card/Visa Type</b>	<b>Expiration Date</b>
<b>Country of Permanent Residence</b>	<b>ID Number</b>	<b>Years in the U.S.</b>

**SECTION II - About the Owner**

⚠ Complete **ONLY** if the Owner is **NOT** the Proposed Insured.

**OWNER - TRUST / BUSINESS ENTITY** - Name of Entity Daria L Moore Revocable Trust dtd 08-28-08 Tax ID Number 207192048 Trustee / Owner State DE

Trust  Business Entity  Charity  Qualified Pension Plan  Complete the appropriate required form(s).

**OWNER - OTHER INDIVIDUAL**

<b>First Name</b>	<b>Middle Name</b>	<b>Last Name</b>
<b>Permanent Address</b>	<b>City</b>	<b>State</b> <b>Zip</b>
<b>Country of Legal Residence</b>	<b>Citizenship</b>	<b>Social Security or Tax ID Number</b> <b>Date of Birth</b> <b>Phone Number</b>
<b>E-Mail Address</b>	<b>Earned Annual Income</b>	<b>Net Worth</b> <b>Relationship to Proposed Insured</b>
<b>Please indicate form of ID:</b>	<input type="checkbox"/> U.S. Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Government Issued Photo ID	
<b>Issuer of ID</b>	<b>ID Number</b> <b>Issue Date (if any)</b>	<b>Expiration Date (if any)</b>

Check if ownership should revert to insured upon Owner and Contingent Owner's deaths.



**SECTION III - About the Beneficiary / Beneficiaries** For additional Beneficiaries, use Section IX - Additional Information.

Check here if the Owner is the Primary Beneficiary.

For Primary or Contingent Beneficiaries who are NOT the Owner, complete the table below.

Beneficiary Type	Name (First, Middle, Last)	Date of Birth	Relationship to Proposed Insured	Social Security Number (Optional)	Percentage of Proceeds (if not equal)
Primary					
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent					
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent					

Check here to include all living and future natural or adopted children of the Proposed Insured as Contingent Beneficiaries. (Name all living children above.)

If a Custodian is acting on behalf of a minor Beneficiary listed above, please use **Co-Owner/Contingent Owner and UTMA Designations Supplement** form.

Federal law states that if someone with special needs has assets over \$2,000, they may lose eligibility for government benefits.

**SECTION IV - About Proposed Coverage** Check the desired coverage(s).

<input type="checkbox"/> Universal Life	<input checked="" type="checkbox"/> Variable Life	<input type="checkbox"/> Whole Life	<input type="checkbox"/> Term Life
Product Name <b>Equity Advantage VUL</b>	Product Name 	Product Name 	Product Name 
Face Amount* <b>\$5,000,000</b>	Face Amount* 	Face Amount* 	Face Amount* 
Riders and Details <b>Overloan Protection Rider</b>	Riders and Details 	Riders and Details 	Riders and Details 
<input type="checkbox"/> Coverage Continuation (UL only) Disability Waiver: <input type="checkbox"/> Specified Premium <input type="checkbox"/> Monthly Deduction (VUL only) Death Benefit Option <b>A</b> Definition of Life Insurance: <input checked="" type="checkbox"/> Guideline Premium Test <input type="checkbox"/> Cash Value Accumulation Test	<input type="checkbox"/> Disability Waiver Dividend Options: <input type="checkbox"/> Paid-Up Additions <input type="checkbox"/> Other, please specify: <input type="checkbox"/> Automatic Premium Loan Requested	Disability Waiver: <input type="checkbox"/> Convertible <input type="checkbox"/> Non-Convertible	
Planned Premium Year 1 <b>47,206</b> Years 2 to 6 <b>47,206</b> Years ___ to ___ (UL only)	① For a full list of riders and options, please consult with your Producer. <b>Note:</b> Some riders may require supplement forms to be completed. <input type="checkbox"/> For Variable Life products, please complete the <b>Variable Life Supplement</b> form. * If Face Amount is equal to or exceeds \$1,000,000, please complete the <b>Personal Financial Information</b> form.		

**ADDITIONAL OPTIONS**

One Time (Single) Payment Amount      1035 Exchange Amount      Requested Policy Date       Save Age

**POLICY OPTIONS**

Alternate Policy: Product, Face Amount and Details \_\_\_\_\_  
 Additional Policy: Product, Face Amount and Details \_\_\_\_\_  
 Group Conversion Only  
 Group Conversion Alternative    } Please complete the **Group Conversion Supplement** form for either choice.



**SECTION V - About Existing or Applied for Insurance**

Does the Proposed Insured or Owner have any existing or applied for life insurance or annuities with this or any other company? Proposed Insured  Yes  No  
Owner  Yes  No

If YES, please provide details of any existing or applied for Life Insurance on the Proposed Insured only.

Company	Amount of Insurance	Year of Issue	Status
MetLife	\$5,000,000	2006	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Applied For
			<input type="checkbox"/> Existing <input type="checkbox"/> Applied For
			<input type="checkbox"/> Existing <input type="checkbox"/> Applied For
			<input type="checkbox"/> Existing <input type="checkbox"/> Applied For

In connection with this application, has there been, or will there be with this or any other company any: surrender transaction; loan; withdrawal; lapse; reduction or redirection of premium/consideration, or change transaction (except conversions) involving an annuity or other life insurance?  Yes  No

If YES, complete Replacement Questionnaire AND any other state required replacement forms or 1035 exchange forms.

If Proposed Insured is financially dependent on another individual, indicate individual providing support:

Spouse  Child  Parent  Other \_\_\_\_\_

Amount of insurance on individual providing support. Existing Insurance \_\_\_\_\_ Insurance Applied For \_\_\_\_\_

If Proposed Insured is a minor, are all siblings equally insured?  Yes  No

If NO, please provide details: \_\_\_\_\_

**SECTION VI - About Payment Information**

**PREMIUM PAYOR**

Proposed Insured  Owner (If NOT the Proposed Insured.)  Other (Complete the box below.)

Other Premium Payor Name	Social Security or Tax ID Number	Relationship to Proposed Insured or Owner	
Reason this Person is the Payor			
Permanent Address	City	State	Zip

**PAYMENT MODE**

(Check the appropriate ONE)

Billing Mode:  Annual  Semi-Annual  Quarterly

Monthly Draft per Debit Authorization (See next page.)

Monthly Draft per Existing Electronic Payment Number \_\_\_\_\_

Special Account:  Government Allotment  Salary Deduction  List Bill

If Special Account, provide Employer Group Number (EGN) or List Bill Number \_\_\_\_\_

**INITIAL PAYMENT**

Amount Collected with Application

347,206.00

Method of Collection:

Initial Premium by Electronic Funds Transfer (Must be at least a monthly amount.)

Check (Must be at least 1/12 of an annual premium.)

**SOURCE OF CURRENT AND FUTURE PAYMENTS (Check ALL that apply.)**

Earned Income  Mutual Fund/Brokerage Account  Money Market Fund  Savings  Loans  
 Certificate of Deposit  Use of Values in another Life Insurance/Annuity Contract  Other Trust/family





5. Has the Proposed Insured EVER had a driver's license suspended or revoked, been convicted of DUI or DWI, or in the last five years had any moving violations? If YES, please provide date(s) and violation(s).  Yes  No

Speeding ticket - 2 years ago

6. Has the Proposed Insured EVER had an application for life, disability income or health insurance declined, postponed, rated or modified or required an extra premium? If YES, please provide details.  Yes  No

7. In the past 10 years, has the Proposed Insured been convicted of or pled Guilty or No Contest to a felony? If YES, list type of felony, state, and date of occurrence.  Yes  No

8. Is the Proposed Insured actively at work performing the usual duties of his or her occupation? If NO, please provide details.  Yes  No

**SECTION VIII - Personal Physician**

Check here if Proposed Insured does not have a personal physician.

Physician Name

Name of Practice or Clinic

Dr. Tovar

Street Address

City

State

Zip

Phone Number

Date Last Consulted

Reason  
Checkup

Findings/Treatment Given/Medication Prescribed  
None

2014

**SECTION IX - Additional Information**

If more space is needed, attach additional sheet(s).



**Certification / Agreement / Disclosure**

Was a sales illustration provided for the life insurance policy as applied for?

Yes  No

A. If Yes, please choose one of the following:

- An illustration was signed and **matches the policy applied for**. It is included with this application.
- An illustration was shown or provided but is **different from the policy applied for**. An illustration conforming to the policy as issued will be provided no later than at the time of policy delivery.
- The sale was made using an illustration with Accelerated Payment.
- If illustration was **only shown on a computer screen**, check and complete the details in the box below.

An illustration was displayed on a computer screen. The displayed illustration **matches the policy applied for** but no printed copy of the illustration was provided. An illustration conforming to the policy as issued will be provided no later than at the time of policy delivery. The illustration on the screen included the following personal and policy information

- 1. Gender (as illustrated)  Male  Female  Unisex
- 2. Age \_\_\_\_\_
- 3. Rating Class (e.g. Standard Non-smoker) \_\_\_\_\_  Non-smoker  Smoker
- 4. Product Name (e.g. GAUL) \_\_\_\_\_
- 5. Face Amount \_\_\_\_\_
- 6. Dividend Option (Whole Life only) \_\_\_\_\_

B. If No, please choose one of the following:

- Producer certifies that a signed illustration is **not required** by law or the policy applied for is not illustrated in this state.
- No illustration conforming to the policy** as applied for was shown or provided prior to or at the time of this application. An illustration conforming to the policy as issued will be provided no later than at the time of policy delivery.

**Agreement / Disclosure**

I have read this application for life insurance including any amendments and supplements and to the best of my knowledge and belief, all statements are true and complete. I also agree that:

- My statements in this application and any amendment(s), paramedical/medical exam and supplement(s) are the basis of any policy issued.
- This application and any amendment(s), paramedical/medical exam, and supplement(s) to this application will be attached to and become part of the new policy.
- Only the Company's President, Vice-President or Secretary may: (a) make or change any contract of insurance; (b) make a binding promise about insurance; or (c) change or waive any term of an application, receipt, or policy.
- Except as stated in the Temporary Insurance Agreement and Receipt, no insurance will take effect until a policy is delivered to the Owner and the full first premium due is paid. It will only take effect at the time it is delivered if the condition of health of each person to be insured is the same as stated in the application.
- If I have requested a rider that provides an acceleration of death benefit, I have received the appropriate disclosure form.
- I understand that paying my insurance premiums more frequently than annually may result in a higher yearly out-of-pocket cost or different cash values.
- If I intend to replace existing insurance or annuities, I have so indicated in the appropriate section of the application.
- I have received the Company's Privacy Notice and the Life Insurance Buyer's Guide.
- If I was required to sign a Notice and Consent for HIV Testing, I have received a copy of that Notice.



**Taxpayer Identification Number Certification**

Under penalties of perjury, I, the Owner, certify that:

- The number shown in this application is my correct taxpayer identification number, and I am not subject to backup withholding because:
  - (a) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (b) the IRS has notified me that I am not subject to backup withholding. *(If you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return, you must cross out and initial this item.)*
- I am a U.S. citizen or a U.S. resident alien for tax purposes. *(If you are not a U.S. citizen or a U.S. resident alien for tax purposes, please cross out this certification and complete form W-BBEN).*

Ⓛ Please note: The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

**Signatures**

If not witnessing all signatures, witness should initial next to signature being witnessed and sign below.

Signature(s) of all Proposed Insured(s)	Date	Signed at City, State
▶ <u>Maria Moore</u>	<u>12-8-15</u>	<u>Mt Pleasant, SC</u>

(age 15 or over)

Please complete the **Additional Insureds Supplement** or **Child Rider Supplement** form(s) if applicable.

Signature(s) of all Owner(s) (If NOT the Proposed Insured.)	Date	Signed at City, State
▶ <u>Eugene C. Moore</u> <i>Trustee</i>	<u>12-16-15</u>	<u>Lehewoth Beach, NC</u>

(age 15 or over)

Ⓛ If the Owner is a firm or corporation, include Officer's title with signature.

If Co-Owner or Custodian, please complete the **Co-Owner/Contingent Owner and UTMA Designations Supplement** form.

Signature of Parent or Guardian	Date	Signed at City, State
▶ _____	_____	_____

(If Owner or Proposed Insured is under 18, sign here. If not sign above.)

Witness to Signatures

Licensed Producer

Print Name of Producer

▶ <u>[Signature]</u>	<u>BERNARD J AUDET</u>
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## Medical Supplement

**Company** (Check the appropriate ONE.)  
The Company indicated in this section is referred to as "the Company".

- Metropolitan Life Insurance Company     General American Life Insurance Company  
 New England Life Insurance Company     MetLife Insurance Company USA

This supplement will be attached to and become part of the application with which it is used.

### SECTION I - Medical Questions

▲ If more space is needed, attach additional sheet(s).

Ⓛ IF FULL PARAMEDICAL/MEDICAL EXAM is required, completion of this Medical Supplement form is **OPTIONAL**.

**Proposed Insured** - First Name: Daria Middle Name: L Last Name: Moore

1. Please provide Proposed Insured's height and weight: Height (ft. in.) 5' 9" Weight (lbs.) 130  
 Has the Proposed Insured experienced a change in weight greater than 10 pounds in the past 12 months?  Yes  No  
 If **YES**, please specify: Pounds Lost \_\_\_\_\_ Pounds Gained \_\_\_\_\_ Reason \_\_\_\_\_

2. Has the Proposed Insured **EVER** been diagnosed, received treatment, or consulted with a health professional for any of the following? If **YES**, please check **ALL** that apply and provide details in table below.  Yes  No

- |  |   |   |  |
|--|---|---|--|
| A. <input type="checkbox"/> High Blood Pressure    | H. <input type="checkbox"/> Asthma / Bronchitis | O. <input type="checkbox"/> Parkinson's Disease | V. <input type="checkbox"/> Lupus                |
| B. <input type="checkbox"/> Chest Pain             | I. <input type="checkbox"/> Emphysema           | P. <input type="checkbox"/> Alzheimer's Disease | W. <input type="checkbox"/> Anemia               |
| C. <input type="checkbox"/> Heart Attack           | J. <input type="checkbox"/> Sleep Apnea         | Q. <input type="checkbox"/> Memory Loss         | X. <input type="checkbox"/> Depression / Anxiety |
| D. <input type="checkbox"/> Heart Murmur           | K. <input type="checkbox"/> Seizures            | R. <input type="checkbox"/> Colitis             | Y. <input type="checkbox"/> Eating Disorder      |
| E. <input type="checkbox"/> Diabetes               | L. <input type="checkbox"/> Stroke / TIA        | S. <input type="checkbox"/> Cirrhosis           |  |
| F. <input type="checkbox"/> High Cholesterol       | M. <input type="checkbox"/> Paralysis           | T. <input type="checkbox"/> Hepatitis           |  |
| G. <input type="checkbox"/> Cancer / Tumor / Polyp | N. <input type="checkbox"/> Multiple Sclerosis  | U. <input type="checkbox"/> Arthritis           |  |

Letter	Name of Health Professional (Include City & State)	Date / Duration of Illness	Diagnosis / Treatment / Medication

3. Other than as indicated above, has the Proposed Insured **EVER** had any disease or disorder of any of the following? If **YES**, please check **ALL** that apply and provide details in table below.  Yes  No

- |   |  |  |
|---|--|--|
| A. <input type="checkbox"/> Heart                               | G. <input type="checkbox"/> Prostate               | M. <input type="checkbox"/> Thyroid / Other Glands             |
| B. <input type="checkbox"/> Arteries / Veins                    | H. <input type="checkbox"/> Reproductive Organs    | N. <input type="checkbox"/> Eyes                               |
| C. <input type="checkbox"/> Lungs / Respiratory System          | I. <input type="checkbox"/> Brain / Nervous System | O. <input type="checkbox"/> Ears / Nose / Throat               |
| D. <input type="checkbox"/> Gastrointestinal / Digestive System | J. <input type="checkbox"/> Blood                  | P. <input type="checkbox"/> Skin                               |
| E. <input type="checkbox"/> Liver / Pancreas                    | K. <input type="checkbox"/> Lymph Nodes            | Q. <input type="checkbox"/> Muscles / Bones / Joints           |
| F. <input type="checkbox"/> Kidney / Bladder                    | L. <input type="checkbox"/> Immune System          | R. <input type="checkbox"/> Emotional / Psychological Disorder |

Letter	Name of Health Professional (Include City & State)	Date / Duration of Illness	Diagnosis / Treatment / Medication





4. Other than as indicated previously, within the past five years, has the Proposed Insured had any illness, injury, surgery, physical exam, consultation, or medical test (e.g. laboratory tests, EKG, etc.) or been a patient in a hospital or other medical facility?  Yes  No
5. Is the Proposed Insured currently receiving any treatment or taking any prescription or nonprescription medications or supplements?  Yes  No
6. Does the Proposed Insured have any surgery, medical tests, treatment or visits with a health professional scheduled in the next six months?  Yes  No
7. Has the Proposed Insured ever been diagnosed with or treated by a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS)?  Yes  No
8. Has the Proposed Insured ever tested positive for the AIDS Human Immunodeficiency Virus (HIV) or for antibodies to the AIDS (HIV) virus?  Yes  No
9. Has the Proposed Insured ever used cocaine, heroin, or other illicit drugs or controlled substances except as prescribed by a health professional?  Yes  No
10. Has the Proposed Insured ever sought, been advised to seek, or received counseling or treatment for the use of alcohol or drugs from a health professional or support group?  Yes  No

If YES, please provide details in table below for Questions 4 - 10.

Number	Name of Health Professional (Include City & State)	Date / Duration of Illness	Diagnosis / Treatment / Medication
5			Vitamins / nasal spray for allergies

### SECTION II - Family History

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

Relationship to Proposed Insured	Age(s) if Living	Age(s) at Death	State of Health (Specific Conditions) or Cause of Death
Father	70		Good
Mother	65		Good now - had heart attack 2 years ago
Sibling	42		Good
Sibling	34		Good
Sibling			



**PART II** Check the appropriate company.

Case/Policy # \_\_\_\_\_

MOORE

**Paramedical/  
Medical Exam**

- Metropolitan Life Insurance Company
- MetLife Insurance Company USA
- New England Life Insurance Company
- General American Life Insurance Company
- Metropolitan Tower Life Insurance Company

The Company indicated above is referred to as "the Company."

The questions below are directed to the person to be examined. Record **ONLY** this person's answers in the spaces below.

1. Name of Proposed Insured MOORE LAST DAVID FIRST WYNNE Date of Birth 10/22/1971

2. Tobacco Use - Indicate date last smoked/used:  
 Cigarette  Never Smokeless Tobacco  Never Cigar/Pipe  Never  
 Nicotine Substitute (i.e., Patch, Gum, etc.)  Never Amount/Frequency \_\_\_\_\_ How Long \_\_\_\_\_ yrs

3. Please provide name of doctor, practitioner, or health care facility who can give us the most complete and up to date information concerning your present health. If None, check .

Physician Name DR. TIBBELL Name of Practice/Clinic SUNCOAST MEDICAL CENTER  
 Street 101 1st St S City ST PETERSBURG State FL Zip 33701  
 Phone Number 727-801-7115 Fax Number \_\_\_\_\_ Date Last Consulted 7/29 (MONTH/DAY/YEAR)  
 Reason STIFF NECK  
 Findings, treatment given, medication prescribed. If None, check . STIFF NECK WAS DUE TO STRESS  
 Reasons, findings, earlier consultations past 5 years NONE

4. Height 5 ft. 9 in. Weight 195 lbs. Change in weight in past 12 months?  Yes  No  
 If Yes, Pounds lost \_\_\_\_\_ Pounds gained \_\_\_\_\_ Reason \_\_\_\_\_

5. Have you EVER received treatment, attention, or advice from any physician, practitioner or health facility for, or been told by any physician, practitioner or health facility that you had:
- a) High blood pressure; chest pain; heart attack; irregular heartbeat; peripheral vascular disease; or any other disease or disorder of the heart or circulatory system (blood vessels)?  Yes  No
  - b) Asthma; bronchitis; pneumonia; emphysema; sleep apnea; shortness of breath; or any other disease or disorder of the lungs or respiratory system?  Yes  No
  - c) Seizures; stroke; paralysis; Alzheimer's disease or other form of dementia; multiple sclerosis; memory loss; Parkinson's disease; progressive neurological disorder; headaches; or any other disease or disorder of the brain or nervous system?  Yes  No
  - d) Ulcers; colitis; hepatitis; cirrhosis; pancreatitis; or any other disease or disorder of the liver; pancreas; gallbladder; esophagus; stomach; spleen; or intestines?  Yes  No
  - e) Any disease or disorder of: the breasts; reproductive organs; or the genitourinary system, including but not limited to: the kidney; bladder; or prostate; or blood, protein or pus in the urine?  Yes  No
  - f) Diabetes; thyroid disorder; elevated cholesterol or other lipid disorder; or any other endocrine disease or disorder?  Yes  No
  - g) Arthritis; gout; osteoporosis; or other disease or disorder of the muscles; bones; spine (discs, back, neck); or joints?  Yes  No
  - h) Cancer; tumor; polyp; or cyst? Any disease or disorder of the skin?  Yes  No
  - i) Anemia; leukemia; or any other disease or disorder of the blood or lymph glands?  Yes  No
  - j) Depression; stress; anxiety; or any other psychological or emotional disorder or symptoms?  Yes  No
  - k) Any disease or disorder of the eyes, ears, nose, or throat?  Yes  No

Details: List question number. Give: -dates; duration/ description of condition; diagnosis; treatment; physician, practitioner or health facility names and addresses.  
DR. NEW RESPIRATIVE HOPE MEDICAL PLUM BROS TO PROVIDE  
DR. FRANCISCO SORIANO DELAMARE - DECATUR

- 6. Are you now, or within the past year, taking medication or receiving treatment? (Including over the counter medications, vitamins, herbal supplements, alternative therapies, etc.)  Yes  No
- 7. Do you have any doctor's visits, medical tests, medical care, or surgery scheduled for the next six months?  Yes  No
- 8. Other than the above, during the past five years have you had any:
  - a) Checkup; consultations; electrocardiogram; chest x-ray; or other medical test?  Yes  No
  - b) Illness; injury; or health condition not revealed above; or have been recommended to have any; treatment; hospitalization; surgery; medical test; or medication?  Yes  No
- 9. Have you:
  - a) ever been diagnosed or treated by a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS)?  Yes  No
  - b) ever tested positive for the AIDS Human Immunodeficiency Virus (HIV) virus or for antibodies to the AIDS (HIV) virus?  Yes  No
- 10. a) Have you ever used heroin, cocaine, barbiturates, or other drugs, except as prescribed by a physician or other licensed practitioner?  Yes  No
- b) Have you ever received treatment from a physician, practitioner, health facility or counselor regarding the use of alcohol, or the use of drugs; or been advised by a physician, practitioner, health facility or counselor to restrict the use of alcohol or drugs; or received treatment or advice from an organization that assists those who have an alcohol or drug problem?  Yes  No

Details (Continued):  
 U. MULTIVITAMIN  
 DR. CHECK UPS 5 YRS AGO TO PRESENT;  
 NORMAL RESULTS  
 DR. TONIC BROWNS MED CTR  
 1001 7TH STS ST PETERSBURG, FL 33701  
 727-824-7115

11. Do you exercise?  Yes  No Type KICK BOXING, RUNNING, WTS How often? EVERY DAY

12. Are you now pregnant?  Yes  No If Yes, estimated date of delivery? \_\_\_\_\_

13. Has a parent or sibling ever had: heart disease; coronary artery disease; vascular disease; stroke/cerebrovascular disease; diabetes; cancer? (If Yes, indicate below.)  Yes  No

Relationship to Proposed Insured:	Age(s) if living	Age(s) at Death	State of Health (Specific Conditions) or Cause of Death Attach additional sheet(s) if necessary.

- 14. a) Do you currently use any assisted devices such as: a walker; wheelchair; long leg braces; cane; or crutches?  Yes  No
- b) Do you need any assistance or supervision with any or all of the following activities: eating; bathing; dressing; walking; moving in/out of a chair or bed; toileting; continence or taking medication?  Yes  No

If Yes, provide details above.

I have read the answers to questions 2-14 before signing. They correctly reflect the answers given by me, and are true and complete to the best of my knowledge and belief. There are no exceptions to any such answers other than as written.

Signature of Proposed Insured [Signature] (PRINT NAME AND BIRTH DATE) DAVID L. [unclear] (18) Date 11/17/15 DAY/YEAR  
 Witness to Signature [Signature] City and State MT PLEASANT, SE

Variable Life Supplement

MetLife Insurance Company USA

This supplement will be attached to and become part of the application with which it is used.

SECTION I - Important Information for the Owner

Please Read Carefully.

Variable Life Insurance is generally not appropriate for time horizons of less than 10 years. These are long-term insurance products that may have significant short-term surrender charges. Variable Life Insurance is designed to provide death benefit protection while offering the potential for long-term cash accumulation, and may not be appropriate in situations where significant liquidation of assets in the near future may be expected.

The cash value may increase or decrease, even to the extent of being reduced to zero, in accordance with separate account investment experience.

The cost of insurance rates for this policy may change. The rates currently being charged are not guaranteed, and the Company may charge the full maximum guaranteed rates.

The death benefit may be variable or fixed under specified conditions.

Illustrations of benefits, including death benefits and cash values, are available upon request.

SECTION II - Owner's Information

OWNER:  Proposed Insured  Other Individual

OTHER INDIVIDUAL INFORMATION ONLY:

Form fields for Owner's Information: First Name (Daria L. Moore Rev Trust dtd 8-28-06), Middle Name (Suzanne Moore, Ttee), Last Name, Primary Phone Number, Occupation, Name of Employer, Employer City, State, Zip, Position/Duties.

Is the Owner or a member of the Owner's household employed by or associated with a Broker-Dealer, other firm within the securities industry, or a financial regulatory agency?  Yes  No

PRIOR INVESTMENT EXPERIENCE: (Choose ALL that apply and indicate your years of experience.)

Investment experience options: Certificate of Deposit 5 years, Stocks 5 years, Mutual Funds 20 years, Money Markets 5 years, Bonds 15 years, Other.

SECTION III - Coverage Information

Choose one of the following options. NOTE: Ages 85 and 121 available only by rider.

Guaranteed Minimum Death Benefit Option:  5 Years  20 Years  To Age 65  To Age 85  To Age 121  Other

SECTION IV - Investment Objective and Risk Tolerance

Have you completed the Asset Allocation Questionnaire?  Yes  No. If YES, please submit with this Supplement. Choose one Investment Objective below (a, b, c, d, or e). Then choose one Risk Tolerance for that specific Investment Objective. Be sure it supports the Investment Objective and your Risk Tolerance for this policy.

- Investment Objectives and Risk Tolerances: a. Capital Preservation, b. Income, c. Growth & Income, d. Growth, e. Aggressive Growth.



**SECTION V - Optional Automated Investment Strategies**

You may select **ONLY ONE** of the following. If you are **NOT** electing any Automated Investment Strategies, please proceed to Section VI - Investment Allocation.

<input type="checkbox"/> <b>Index Selector</b> Check only <b>ONE</b> of the categories to the right. MedLife Insurance Company USA will allocate 100% of your net premium based on the current allocation for the Index Selector Model you choose. I understand that the Index Selector strategy will be implemented using the percentage allocations of the model in effect on the date of issue of my policy. I also understand that in order to maintain this allocation, my account will be automatically rebalanced every quarter.	⚠ No other funding options can be selected when using this strategy. <input type="checkbox"/> Conservative <input type="checkbox"/> Conservative to Moderate <input type="checkbox"/> Moderate <input type="checkbox"/> Moderate to Aggressive <input type="checkbox"/> Aggressive
<input type="checkbox"/> <b>Equity Generator</b> Automatically transfers the current month's earnings from the Fixed Account into any one of the available funding options on each monthly anniversary. Please elect one funding option, except the Fixed Account, from the list in Section VI - Investment Allocation.	⚠ A percent of premium must be allocated to the Fixed Account when this option is chosen.
<input type="checkbox"/> <b>Rebalancer</b> Automatically rebalances the cash value among the funding options each calendar quarter to return the allocation to the allocation percentages you specify. Choose <b>ONE</b> of the following: <input type="checkbox"/> Check here if you wish to rebalance to the allocation percentages chosen for your premium payments. <input type="checkbox"/> Check here if you wish to rebalance using different allocation percentages than your premium payments and indicate the allocation percentages in the right-hand column in Section VI - Investment Allocation.	
<input type="checkbox"/> <b>Allocator</b> Automatically transfers a set amount of money from the Fixed Account or any other funding option ("source fund") to any number of available funding options on each monthly anniversary. (The value of the "source fund" must be sufficient to ensure a minimum of three consecutive monthly transfers.) Please indicate the "source fund" from which the transfers are to be made:  Please choose <b>ONE</b> of the following transfer options. Indicate the destination funding options and the dollar amount to be transferred to each in the right-hand column in Section VI - Investment Allocation. <input type="checkbox"/> Transfer \$ _____ per month until the "source fund" is depleted. <input type="checkbox"/> Transfer \$ _____ per month for _____ months. The Allocator is a form of dollar cost averaging. Dollar cost averaging does not assure a profit or protect against a loss in declining markets. It involves continuous investment in securities regardless of fluctuations in price levels. An investor should consider his/her ability to continue purchases in periods of low price levels.	⚠ The destination funding option(s) chosen cannot include the "source fund".
<input type="checkbox"/> <b>Enhanced Dollar Cost Averager (EDCA)</b> Automatically transfers an amount of money each month from the EDCA fixed account to any number of available funding options each monthly anniversary until the EDCA fixed account is depleted. The amount allocated to the EDCA fixed account may consist of a one-time premium payment plus 1035 Exchange monies in the first policy year. The initial monthly amount transferred is based on the initial EDCA gross amount allocated to the EDCA fixed account, divided by twelve (months). If another eligible payment is received, the EDCA transfer amount will be increased by the subsequent payment, divided by twelve.  Please specify the EDCA amount (\$10,000 minimum): \$ _____ Premium payment \$ _____ Expected 1035 Exchange amount _____ % of all 1035 Exchange amounts to be allocated to EDCA (required if an Expected 1035 Exchange amount is specified) Indicate the destination funding options and the percentage to be transferred to each in the right-hand column in Section VI - Investment Allocation.  The Enhanced Dollar Cost Averager is a form of dollar cost averaging. Dollar cost averaging does not assure a profit or protect against a loss in declining markets. It involves continuous investment in securities regardless of fluctuations in price levels. An investor should consider his/her ability to continue purchases in periods of low price levels.	⚠ The destination funding option(s) chosen cannot include the Fixed Account.



**SECTION VI - Investment Allocation**

Please select funding options that are appropriate for the RISK TOLERANCE and INVESTMENT OBJECTIVE indicated in Section IV - Investment Objective and Risk Tolerance. Some funding options may be appropriate for more than one investment objective. For more complete information about a specific funding option, including charges and expenses, please read the prospectus carefully.

Indicate Initial Allocation in whole percentages; must equal 100%.		Use this column only if you have chosen an option on previous page.	Funding Options	Initial Premium Allocation %	Rebalancer % / Allocator \$ / EDCA %
Fixed Account			Invesco Small Cap Growth Portfolio		
American Funds Bond Fund			JPMorgan Small Cap Value Portfolio		
Barclays Aggregate Bond Index Portfolio			Loomis Sayles Small Cap Core Portfolio	10	
BlackRock Bond Income Portfolio			Loomis Sayles Small Cap Growth Portfolio		
PIMCO Inflation Protected Bond Portfolio			Neuberger Berrian Genesis Portfolio		
PIMCO Total Return Portfolio	20		Russell 2000® Index Portfolio		
Western Asset Management U.S. Government Portfolio			T. Rowe Price Small Cap Growth Portfolio		
Met/Templeton International Bond Portfolio			Clarion Global Real Estate Portfolio		
Lord Abbett Bond Debenture Portfolio			MFS® Emerging Markets Equity Portfolio		
American Funds Growth Fund	15		Van Eck Global Natural Resources Portfolio		
American Funds Growth Income Fund	15		MetLife Asset Allocation 20 Portfolio		
BlackRock Capital Appreciation Portfolio			MetLife Asset Allocation 40 Portfolio		
BlackRock Large Cap Value Portfolio			MetLife Asset Allocation 60 Portfolio		
ClearBridge Aggressive Growth Portfolio			MetLife Asset Allocation 80 Portfolio		
Franklin Mutual Shares VIP Fund			MetLife Asset Allocation 100 Portfolio		
Jennison Growth Portfolio			American Funds Moderate Allocation Portfolio		
MetLife Stock Index Portfolio	10		American Funds Balanced Allocation Portfolio		
MFS® Value Portfolio			American Funds Growth Allocation Portfolio		
T. Rowe Price Large Cap Growth Portfolio			AB Global Dynamic Allocation Portfolio		
WMC Core Equity Opportunities Portfolio	10		Allianz Global Investors Dynamic Multi-Asset Plus Portfolio		
WMC Large Cap Research Portfolio			AQR Global Risk Balanced Portfolio		
Baillie Gifford International Stock Portfolio			BlackRock Global Tactical Strategies Portfolio		
Harris Rakmark International Portfolio			Invesco Balanced-Risk Allocation Portfolio		
MFS® Research International Portfolio			JP Morgan Global Active Allocation Portfolio		
MSCI EAFE® Index Portfolio			MetLife Balanced Plus Portfolio		
Oppenheimer Global Equity Portfolio			MetLife Multi Index Targeted Risk Portfolio		
Frontier Mid Cap Growth Portfolio			PanAgora Global Diversified Risk Portfolio		
Invesco Mid Cap Value Portfolio	10		Pyramis Managed Risk Portfolio		
Met/Artisan Mid Cap Value Portfolio	10		Schroders Global Multi-Asset Portfolio		
MetLife Mid Cap Stock Index Portfolio			SSGA Growth and Income ETF Portfolio		
Morgan Stanley Mid Cap Growth Portfolio			SSGA Growth ETF Portfolio		
T. Rowe Price Mid Cap Growth Portfolio			Franklin Income VIP Fund		
American Funds Global Small Capitalization Fund			Loomis Sayles Global Markets Portfolio		
			MFS® Total Return Portfolio		
			Western Asset Management Strategic Bond Opportunities Portfolio		
			WMC Balanced Portfolio		

Other - Write in any available funds not listed above.  
Funding Options

Initial Premium Allocation %      Rebalancer % / Allocator \$ / EDCA %



**SECTION VII - Other Important Owner Questions**

1. I elect to have the monthly deduction from the cash values taken as follows - choose **ONE**:

- Proportionately from the funding options based on the cash value in each at the time of the deduction.
- From the Fixed Account or any other specific funding option.

Specify: \_\_\_\_\_

If you have chosen a specific funding option, please note that if at any time that designated funding option has insufficient cash value to pay the entire amount of the monthly charges, the remaining portion of these charges will be deducted proportionately from each funding option based on the cash value in each at the time of the deduction.

2. Have you received a prospectus for the policy applied for?  Yes  No

If **YES**, please indicate:

Date of Prospectus	Prospectus Book Number	Date(s) of any Prospectus Supplement(s)
05/01/2015	716	

3. Did your Producer review your financial situation, risk tolerance, and investment objectives prior to completing this application?  Yes  No

If **NO**, please indicate on what basis this product was recommended.

4. Do you understand that:

- A. The amount and duration of the death benefit may increase or decrease depending on the policy's investment return, subject to any guarantees provided by the policy?  Yes  No
- B. There is no guaranteed minimum cash value and the cash value may increase or decrease depending on the policy's investment return?  Yes  No

5. Do you believe that this policy and the funding options you have selected will meet your insurance needs and financial objectives?  Yes  No

6. If funding options selected do not reflect the risk tolerance in Section IV - Investment Objective and Risk Tolerance, please explain: \_\_\_\_\_

**⚠ SIGNATURES ARE ONLY REQUIRED FOR A TELE-APPLICATION SUBMISSION.**

Print Name of Proposed Insured

Darla L Moore

Signature(s) of all Proposed Insured(s)

Date

Signed at City, State

(age 15 or over)

Signature(s) of all Owner(s) (If **NOT** the Proposed Insured.)

Date

Signed at City, State

(age 15 or over)

Signature of Parent or Guardian

Date

Signed at City, State

(If Owner or Proposed Insured is under 18, sign here. If not sign above.)

Print Name of Producer

Producer Signature

Date

Signed at City, State



**Personal Financial Information Supplement**

**Company** (Check the appropriate ONE.)  Metropolitan Life Insurance Company  General American Life Insurance Company  
 The Company indicated in this section is referred to as "the Company".  New England Life Insurance Company  Metropolitan Tower Life Insurance Company  
 MetLife Insurance Company USA

This supplement will be attached to and become part of the application with which it is used.

First Name: Darla Last Name: Moore Identity Type: (Check all that apply)  Insured  Payor  Owner

**SECTION I - Income**

**Annual Earned Income** (in US dollars as reported to the IRS)  
 Salary or Draw \$80,000.00  
 Bonus/Commissions \$10,000.00  
 Other Earnings \$  
 Source (if government assistance, please provide details.) \_\_\_\_\_  
**Total Earned Income** \$90,000.00  
 Spouse's Income \$  
**Annual Unearned Income** (in US dollars as reported to the IRS)  
 Dividends/Interest \$2,000.00  
 Net Rentals \$  
 Other Unearned Income \$  
 Source (if government assistance, please provide details.) \_\_\_\_\_  
**Total Unearned Income** \$ 2,000.00

**SECTION II - Assets**

**Assets** (in US dollars)  
 Cash/Cash Equivalents \$150,000.00  
 Real Estate \$2,700,000.00  
 Business Equity \$2,000,000.00  
 Stocks \$200,000.00  
 Bonds \$200,000.00  
 Annuities \$  
 Mutual Funds \$  
 CD/Money Markets \$  
 Foreign Assets (Note: if more than 20% of total assets are outside the US, supporting documentation may be requested.) \$  
 Other Assets (Artwork and other personal property must have written appraisals available.) \$100,000.00  
**Total Assets** \$5,350,000.00

**SECTION III - Liabilities**

**Liabilities** (in US dollars)  
 Mortgages \$200,000.00  
 Personal Loans \$  
 Other \$  
**Total Liabilities** \$200,000.00

**SECTION IV - Expenses**

**Expenses**  
 Annual Recurring Expenses (e.g., rent mortgage, long-term debts, utilities, alimony or child support, etc.) \$  
 "Special Expenses" (if any) (e.g., future, non-recurring expenses, such as home purchase/ remodeling, car purchase or repairs, education, medical expenses, etc.) (Blank fields for Special Expenses will be assumed to be \$0.) \$  
 Timeframe for Special Expenses (within how many years) (e.g., 1 year for home remodeling, 4 years for education, etc.) \_\_\_\_\_

**SECTION V**

**Net Worth** (Total Assets minus Total Liabilities) \$5,150,000.00  
 Tax Bracket (%) 40

**Liquid Net Worth** (The amount of cash (including checking, savings, etc.), and assets that can be turned into cash quickly and easily. Include the amount of the initial premium payment and/or lump sum payment for this coverage. Exclude personal property, personal residence, real estate, business equity, home furnishings, autos and assets subject to substantial penalties/sales charges.) \$2,600,000.00



FLEXIBLE PREMIUM VARIABLE LIFE INSURANCE

Non - Participating

Copying Prohibited

Copying Prohibited

# **EXHIBIT I**

Copying Prohibited

BRANCH/AGENCY 75K 001 DETACH 000

**MetLife**  
MetLife Insurance Company USA

POLICY NUMBER: 216 002 442 USV

INSURED: DANA K BANNING

## FLEXIBLE PREMIUM VARIABLE LIFE INSURANCE

### Non-Participating

Flexible Premiums are payable during the lifetime of the Insured to the Maturity Date. The coverage provided by the Policy may be continued beyond the Maturity Date. If the Insured dies while the Policy is in force, we will pay the Policy Proceeds to the Beneficiary. We must receive proof satisfactory to us of the Insured's death. Any payment will be subject to all of the provisions of the Policy.

**THE AMOUNT AND/OR DURATION OF THE DEATH BENEFIT MAY INCREASE OR DECREASE UNDER THE CONDITIONS DESCRIBED IN THE POLICY BENEFITS SECTION OF THE POLICY. THE POLICY'S CASH VALUE CAN VARY FROM DAY TO DAY. IT MAY INCREASE OR DECREASE, DEPENDING ON THE SEPARATE ACCOUNT INVESTMENT EXPERIENCE AND THE FIXED ACCOUNT INTEREST. SEE THE SEPARATE ACCOUNT CASH VALUE AND FIXED ACCOUNT CASH VALUE PROVISIONS FOR DETAILS.**

### RIGHT TO EXAMINE POLICY

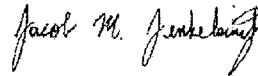
Please read this Policy. You may return this Policy to us or to our representative through whom it was purchased within 10 days from the date you receive it. If you return it within this period, we will refund any premium paid and this Policy will be void from the start. If the Policy includes a Long-Term Care Accelerated Coverage Rider, please refer to the Right to Examine the Rider provision for return information.

This Policy is a legal contract between the Owner and MetLife Insurance Company USA. PLEASE READ YOUR CONTRACT CAREFULLY.

Signed for the Company at its Main Administrative Office, Warwick, RI 02887



President



Secretary

## ALPHABETIC GUIDE TO YOUR POLICY

Section		Section	
4	Addition, Deletion or Substitution of Investments	5	Loan and Loan Interest Repayments
3	Allocation of Net Amount at Risk	5	Loan Interest Charged
6	Allocation of Net Premiums	1	Maturity Date
3	Allocation of Partial Withdrawals	2	Maturity Benefit
7	Annual Report	11	Minimum Payments under Payment Options
8	Assignments	7	Misstatement of Age or Sex and Corrections
1	Attained Age	3	Monthly Cost of Insurance
3	Basis of Computation	3	Monthly Cost of Insurance Rates
8	Beneficiary	3	Monthly Coverage Expense Charge
3	Cash Surrender Value	3	Monthly Deduction
3	Cash Value	3	Monthly Policy Charge
3	Cash Value After the Maturity Date	3	Mortality and Expense Risk Charge
2	Change in Death Benefit Option	3	Net Amount at Risk
2	Change in Face Amount	3	Net Investment Factor
8	Change of Owner or Beneficiary	10	Other Frequencies and Options
9	Choice of Payment Options; Option Date	8	Owner
7	Claims of Creditors	3	Partial Withdrawals
7	Contract	9	Payee
3	Continuation of Insurance	9	Payment
2	Continuation of the Policy Beyond the Maturity Date	6	Payment of Premiums
7	Conversion Right	6	Percent of Premium Charge
2	Death Benefit Options	1	Planned First Year Lump Sum
9	Death of Payee	1	Planned Premium
2	Definition of Life Insurance	1	Planned Premium Due Date
1	Definitions	2	Policy Changes
1	Designated Office	1	Policy Date
8	Designation of Owner and Beneficiary	1	Policy Loan Balance
1	Excess Loan	2	Policy Proceeds
6	Federal Tax Charge	3	Postponement of Payments or Transfers
3	Fixed Account Cash Value	6	Premium Tax Charge
3	Fixed Account Cash Value Guaranteed Interest Rate	6	Reinstatement
3	Fixed Account Partial Withdrawals and Transfers	1	Requested Increase
6	Grace Period	8	Requests for Changes or Information
6	Guaranteed Minimum Death Benefit	4	Separate Account
7	Incontestability	3	Separate Account Cash Value
7	Illustration of Benefits	3	Separate Account Partial Withdrawals
1	Insured	10, 11	Single Life Income
4	Investment Divisions	10	Single Life Income – 10 Year Guaranteed Payment Period
1	Investment Start Date	7	Statements in Application
1	Issue Age	7	Suicide Exclusion
1	Issue Date	3	Surrender
10, 11	Joint and Survivor Life Income	3	Surrender Charge
9	Life Income Options	4	Transfers
9	Limitations	7	Unisex Basis
5	Loans	3	Value of Each Accumulation Unit
3	Loan Account Cash Value	3	Variable Accumulation Units
		1	We, Us and Our
		1	You and Your
		6	Your Right to Change Allocation

Additional Benefit Riders, Endorsements and Amendments, if any, and copies of the Application follow the final section.

## POLICY SPECIFICATIONS

<b>Insured</b>	DANAE K BANNING
<b>Policy Number</b>	216 002 442 USV
<b>Policy Date</b>	JANUARY 14, 2016
<b>Issue Date</b>	JANUARY 21, 2016
<b>Maturity Date*</b>	JANUARY 14, 2094
<b>Initial Face Amount</b>	\$5,000,000
<b>Issue Age of Insured</b>	43
<b>Sex</b>	FEMALE
<b>Risk Classification</b>	ELITE NONSMOKER
<b>Death Benefit Option</b>	A
<b>Planned First Year Lump Sum</b>	\$0
<b>Planned Annual Premium</b>	
<b>Payable for 1 Year</b>	\$56,335.50
<b>Payable for Years 2 through 6</b>	\$56,335.50
<b>Guaranteed Minimum Death Benefit Period Chosen</b>	To Age 65
<b>Guaranteed Minimum Death Benefit Period Monthly Premiums**</b>	
<b>5 Years</b>	\$2,450.00
<b>20 Years</b>	\$2,450.00
<b>To Age 65</b>	\$2,450.00

**Policy Plan:** Flexible Premium Variable Life Insurance

**Benefits -** As specified in Policy and in any Rider

Riders	Face Amount	Risk Classification
OVERLOAN PROTECTION RIDER		

\* It is possible that insurance coverage may not continue to the Maturity Date even if Planned Premiums are paid in a timely manner.

\*\* These premiums will be recalculated and shown on the Policy Specifications for Policy Change page if: any Policy changes are made; any riders are added or removed; there is a change in the Insured's risk classification; or there was a misstatement of age or sex in the Application.

The Policy will stay in force during the Guaranteed Minimum Death Benefit Period (referred to as "Guaranteed Period") chosen in the Application if: premium in an amount that is at least equal to the Guaranteed Minimum Death Benefit Monthly Premium for that Guaranteed Period is paid by each monthly anniversary; no loans are taken; no partial withdrawals are made; and no cash value is paid to you to allow the Policy to continue to qualify as a life insurance contract. If no Guaranteed Period was chosen in the Application, we will test to determine whether the five year Guaranteed Period is in effect on each monthly anniversary. In order for a Guaranteed Period to be in effect, the premium requirement for that Guaranteed Period must have been satisfied for each policy month since the Policy Date. See the Guaranteed Minimum Death Benefit provision for a full description of the test made on each monthly anniversary.

**POLICY SPECIFICATIONS (CONTINUED)**

<b>Minimum Face Amount</b>	\$250,000
<b>Minimum Face Amount Decrease</b>	\$5,000.00
<b>Minimum Face Amount Increase</b>	\$5,000.00
<b>Maximum Percent Of Premium Charge</b>	2.25% OF EACH PREMIUM PAID
<b>Maximum Premium Tax Charge</b>	2.00% OF EACH PREMIUM PAID
<b>Maximum Federal Tax Charge</b>	1.25% OF EACH PREMIUM PAID
<b>Maximum Monthly Policy Charge #</b>	
<b>Months 1-12</b>	\$0.00
<b>Months 13 &amp; Later</b>	\$0.00
<b>Maximum Monthly Coverage Expense Charge #</b>	
<b>Years 1-8</b>	0.1497 per \$1,000
<b>Years 9 &amp; Later</b>	0.1497 per \$1,000
<b>Maximum Monthly Mortality and Expense Risk Charge #</b>	
<b>Percent of Cash Value in Separate Account</b>	
<b>Years 1-10</b>	0.066423464%
<b>Years 11-19</b>	0.029119983%
<b>Years 20-29</b>	0.016651408%
<b>Years 30+</b>	0.004165712%
<b>Minimum Loan and Partial Withdrawal Amount</b>	\$500.00
<b>Maximum Number of Partial Withdrawals Per Policy Year</b>	12
<b>Maximum Number of Transfers Per Policy Year</b>	4
<b>Maximum Transfer Processing Charge</b>	\$25.00
<b>Maximum Partial Withdrawal Charge</b>	\$25.00
<b>Maximum Fee For Illustration Of Benefits</b>	\$25.00
<b>7702 Table</b>	2001 CSO ULTIMATE MORTALITY TABLE FOR A FEMALE NONSMOKER, AGE NEAREST BIRTHDAY
<b>Basis of Computation Of Minimum Cash Values</b>	2001 CSO ULTIMATE MORTALITY TABLE FOR A FEMALE NONSMOKER, AGE NEAREST BIRTHDAY
<b>Monthly Discount Factor</b>	1.00246630

# If the Policy is reinstated, the period of lapse will not be used in determining the applicable charge on any day after Reinstatement.

## POLICY SPECIFICATIONS (CONTINUED)

### Loan Interest Rate Charged

Policy Years 1-10 4.0%

Policy Years 11 & Later 3.0%

Loan Interest Rate Credited 3.0%

Fixed Account Cash Value Guaranteed Interest Rate 3.0%

Fixed Account Maximum Allocation Percentage 100%

Fixed Account Maximum Withdrawal Percent Limit 25%

Separate Account MetLife Variable Life Account A

Coverage will depend on: the amount, timing, and frequency of premium payments; current charges; investment experience of any Investment Divisions you chose, interest credited to any cash value for the Policy that is in the Fixed Account; transfers; Loans taken; partial withdrawals made; and the cost of additional benefits. The Planned Premium may need to be increased to keep the Policy in force.

The Policy will stay in effect after the Maturity Date as long as the Cash Surrender Value remains greater than zero. No charges will be taken on or after the Maturity Date.

Any changes to the Policy's non-guaranteed cost factors (Cost of Insurance Rates, and Policy and Expense charges) will be made only on a class basis and may only be based on changes in our future expectations as to mortality, investment earnings, taxes, expenses, and persistency. Changes will only be made according to procedures and standards filed, if required, with the insurance supervisory official of the state which governs the Policy. Credited interest may be changed at any time. All changes will be made on a prospective basis and will not recoup past losses or distribute past gains.



**TABLE OF GUARANTEED MAXIMUM MONTHLY COST OF INSURANCE  
RATES PER \$1,000**

**Insured:** DANAE K BANNING    **Policy Number:** 216 002 442 USV  
**Date of Coverage:** JANUARY 14, 2016

<b>Attained Age</b>	<b>Rate</b>	<b>Attained Age</b>	<b>Rate</b>	<b>Attained Age</b>	<b>Rate</b>
43	0.1209	70	1.4125	97	22.3736
44	0.1309	71	1.5481	98	22.7915
45	0.1426	72	1.6999	99	24.2041
46	0.1559	73	1.8648	100	26.4942
47	0.1726	74	2.0462	101	29.0028
48	0.1910	75	2.2475	102	31.8878
49	0.2110	76	2.4690	103	35.1432
50	0.2344	77	2.7134	104	38.8726
51	0.2603	78	2.9843	105	43.0924
52	0.2896	79	3.2776	106	47.6414
53	0.3214	80	3.6065	107	52.5635
54	0.3548	81	4.0550	108	57.8160
55	0.3908	82	4.5636	109	63.6520
56	0.4326	83	5.0733	110	70.0659
57	0.4762	84	5.6400	111	76.7256
58	0.5231	85	6.2826	112	83.3333
59	0.5701	86	6.8695	113	83.3333
60	0.6187	87	7.7603	114	83.3333
61	0.6716	88	8.7003	115	83.3333
62	0.7295	89	9.7133	116	83.3333
63	0.7892	90	10.6571	117	83.3333
64	0.8539	91	11.1384	118	83.3333
65	0.9255	92	12.0927	119	83.3333
66	1.0046	93	13.5274	120	83.3333
67	1.0915	94	15.3719	121+	0.0000
68	1.1885	95	17.7024		
69	1.2950	96	19.9736		

## SURRENDER CHARGE SCHEDULE

**Insured:** DANAE K BANNING      **Policy Number:** 216 002 442 USV  
**Date of Coverage:** JANUARY 14, 2016

Beginning of Year*	Maximum Surrender Charge
1	\$ 84,503.00
2	84,503.00
3	84,503.00
4	83,564.08
5	72,297.08
6	61,499.54
7	55,866.00
8	49,762.58
9	37,791.38
10	18,073.92
11 & Later	0.00

\*Measured from the Date of Coverage. If the Policy is reinstated, the period of lapse will not be used in determining the applicable Surrender Charge on any day after Reinstatement.

A Surrender Charge may be deducted during the first 10 years after the Policy Date and after the Date of Coverage of each Requested Increase. During the surrender charge period, a Surrender Charge will apply: upon surrender; upon lapse; upon a partial withdrawal that decreases the Face Amount; upon a change in Death Benefit Option that decreases the Face Amount; and upon a requested decrease in Face Amount. The Maximum Surrender Charges for the portion of the Face Amount issued on the above Date of Coverage for the first policy month in years 1 through 10: are shown above; and when they decrease, they will decrease linearly (rounded to two decimal places) for other months in years 1 through 10. The Maximum Surrender Charges for each Requested Increase will be shown in a new Surrender Charge Schedule page. A proportionate Surrender Charge will be deducted for partial withdrawals, changes in Death Benefit Option that decrease the Face Amount, and for requested decreases in the Face Amount.

If the Surrender Charge of a rider made a part of the Policy is to be included for the purposes of determining the Surrender Charge applicable to the Policy, that rider will so indicate.

## TABLE OF CORRIDOR FACTORS

**Insured:** DANAE K BANNING      **Policy Number:** 216 002 442 USV  
**Date of Coverage:** JANUARY 14, 2016  
**Death Benefit Calculation Test:** GUIDELINE PREMIUM TEST

### TABLE OF GUIDELINE PREMIUM CORRIDOR FACTORS

Attained Age	Factor	Attained Age	Factor	Attained Age	Factor
43	2.29000	70	1.15000	97	1.01000
44	2.22000	71	1.13000	98	1.01000
45	2.15000	72	1.11000	99	1.01000
46	2.09000	73	1.09000	100	1.01000
47	2.03000	74	1.07000	101	1.01000
48	1.97000	75	1.05000	102	1.01000
49	1.91000	76	1.05000	103	1.01000
50	1.85000	77	1.05000	104	1.01000
51	1.78000	78	1.05000	105	1.01000
52	1.71000	79	1.05000	106	1.01000
53	1.64000	80	1.05000	107	1.01000
54	1.57000	81	1.05000	108	1.01000
55	1.50000	82	1.05000	109	1.01000
56	1.46000	83	1.05000	110	1.01000
57	1.42000	84	1.05000	111	1.01000
58	1.38000	85	1.05000	112	1.01000
59	1.34000	86	1.05000	113	1.01000
60	1.30000	87	1.05000	114	1.01000
61	1.28000	88	1.05000	115	1.01000
62	1.26000	89	1.05000	116	1.01000
63	1.24000	90	1.05000	117	1.01000
64	1.22000	91	1.04000	118	1.01000
65	1.20000	92	1.03000	119	1.01000
66	1.19000	93	1.02000	120	1.01000
67	1.18000	94	1.01000	121+	1.01000
68	1.17000	95	1.01000		
69	1.16000	96	1.01000		

## 1. DEFINITIONS

<b>Application</b>	The application(s) for: the Policy; any riders that are made a part of the Policy; any Policy changes; and any changes, amendments, and supplements. A copy of the Application is attached to the Policy.
<b>Attained Age</b>	The Issue Age plus the number of completed policy years. This includes any period during which the Policy was lapsed.
<b>Cash Value</b>	Equal to the total of: the cash value in the Fixed Account; plus the cash value in the Investment Divisions; plus the cash value in the Loan Account. See the Cash Value provision for details.
<b>Designated Office</b>	Our Home Office or any other office we designate.
<b>Excess Loan</b>	An Excess Loan occurs when the Policy Loan Balance exceeds the Cash Value less any Surrender Charge.
<b>Fixed Account</b>	The Fixed Account is a part of our general account to which you may allocate Net Premiums and transfer amounts. It provides guarantees of principal and interest.
<b>In Writing</b>	In a written form satisfactory to Us and received at our Designated Office.
<b>Insured</b>	The person whose life is insured under the Policy. Shown on the Policy Specifications page.
<b>Investment Division</b>	A sub account of the Separate Account that invests in shares of an open-end management investment company or other pools of investment assets.
<b>Investment Start Date</b>	The date the first Net Premium is applied to the Policy. See the Allocation of Net Premiums provision for details on how the Net Premium is applied. This date will be the later of: <ol style="list-style-type: none"><li>1. The Policy Date; and</li><li>2. The date we receive the first premium at our Designated Office.</li></ol>
<b>Issue Age</b>	The age of the Insured as of his or her birthday nearest to the Policy Date.
<b>Issue Date</b>	The date from which the contestable and suicide periods for the initial coverage are measured. It is shown on the Policy Specifications page.
<b>Loan Account</b>	The account to which we will transfer the amount of any Loan from the Fixed Account and the Investment Divisions.
<b>Maturity Date</b>	The policy anniversary on which the Insured is Attained Age 121.
<b>Monthly Anniversary</b>	The same date in each succeeding month as the Policy Date except that whenever the monthly anniversary falls on a date other than a Valuation Date, the monthly anniversary will be deemed the next Valuation Date. If any monthly anniversary would be the 29th, 30th, or 31st day of a month that does not have that number of days, then the monthly anniversary will be the last day of that month.
<b>Net Premium</b>	The Net Premium equals the premium paid minus: the Percent of Premium Charge; the Premium Tax Charge; and the Federal Tax Charge. The maximum charges are shown on the Policy Specifications page.

<b>Planned First Year Lump Sum</b>	The Planned First Year Lump Sum is the amount of premium that you stated in the Application that you intend to pay as a lump sum by the first policy anniversary. This amount is shown on the Policy Specifications page.
<b>Planned Premium</b>	The Planned Premium is the amount you stated in the Application that you intend to pay as a premium on the Planned Premium Due Dates. This amount is shown on the Policy Specifications page. You may change this amount by making a request In Writing.
<b>Planned Premium Due Date</b>	The Planned Premium Due Date is based on the Policy Date and the mode in which you choose to pay premiums. If you pay premiums on an annual mode, it is the policy anniversary each year. If you pay premiums on other than an annual mode, it is the policy anniversary and each semi-annual, quarterly or monthly anniversary as applicable.
<b>Policy Date</b>	Policy years, months and anniversaries are all measured from the Policy Date. The Policy Date is shown on the Policy Specifications page.
<b>Policy Loan Balance</b>	The Policy Loan Balance at any time equals the outstanding Loans plus Loan Interest accrued to date.
<b>Requested Increase</b>	An increase in Face Amount that you applied for after the Issue Date.
<b>SEC</b>	The United States Securities and Exchange Commission.
<b>Separate Account</b>	A separate investment account created by us to receive and invest Net Premiums received for the Policy or other policies. The Separate Account is divided into subaccounts that correspond to the Investment Divisions.
<b>Valuation Date</b>	Each day that the New York Stock Exchange is open for trading and the SEC has not restricted trading or declared an emergency. Each Valuation Date ends at the close of regular trading on the New York Stock Exchange. There are no Valuation Dates applicable to the Policy prior to our receipt of the first premium payment.
<b>Valuation Period</b>	The period between the ends of two successive Valuation Dates. Net Premium allocations and requests for transfers, future allocation changes, Loans, partial withdrawals, and surrenders will take effect as of the end of the Valuation Period in which we receive the premium payment or the request In Writing.
<b>You and Your</b>	The Owner of the Policy.
<b>We, Us and Our</b>	In the Application the words "you" and "your" refer to the proposed insured person(s). MetLife Insurance Company USA.

## 2. POLICY BENEFITS

### Policy Proceeds

The Policy Proceeds are equal to:

1. The Death Benefit as described in the Death Benefit Options provision below; plus
2. The Total Monthly Cost of Insurance for the portion of the policy month from the date of the Insured's death to the end of that policy month; less
3. Any Amount Due under a Grace Period provision as of the date of death; less
4. Any Policy Loan Balance.

### Definition of Life Insurance

The Policy is intended to qualify as a life insurance contract under the Internal Revenue Code of 1986 as amended (referred to as "the Code") and any regulation or rulings by the Internal Revenue Service. The Code provides two Death Benefit Calculation Tests to determine whether the policy meets the definition of life insurance: the Guideline Premium Test; and the Cash Value Accumulation Test. The Test chosen in the Application cannot be changed. The Table of Corridor Factors page shows the Test chosen for the Policy.

Under both tests, the Death Benefit will not be less than: the Policy's Cash Value; times the applicable Attained Age Factor as shown on the Table of Corridor Factors page. If you chose the Guideline Premium Test, the Table shown on the Table of Corridor Factors page is the Table of Guideline Premium Corridor Factors. The Guideline Premium Corridor Factors are based on the percentages as currently described in Section 7702 of the Code. If you chose the Cash Value Accumulation Test, the Table shown on the Table of Corridor Factors page is the Table of Net Single Premium Corridor Factors.

In order to have the Policy continue to qualify as life insurance under applicable law, including the Code, we reserve the right to:

1. Restrict certain changes to the Policy, such as Death Benefit increases; and
2. Require the issuance of a new policy in connection with such changes; and
3. Make changes to the Policy.

We will give you written notice of any of the above actions.

### Death Benefit Options

Prior to the Maturity Date, the Death Benefit depends upon the Death Benefit Option in effect on the date of the Insured's death. The Death Benefit Option in effect is shown on the Policy Specifications page or on the Policy Specifications for Policy Change page, if any.

#### Death Benefit Option A

The Death Benefit prior to the Maturity Date equals the greater of:

1. The Face Amount; and
2. The death benefit required by the Guideline Premium Test or the Cash Value Accumulation Test, depending on the Death Benefit Calculation Test chosen in the Application.

#### Death Benefit Option B

The Death Benefit prior to the Maturity Date equals the greater of:

1. The Face Amount plus the Cash Value on the date of death; and
2. The death benefit required by the Guideline Premium Test or the Cash Value Accumulation Test, depending on the Death Benefit Calculation Test chosen in the Application.

### Death Benefit Option C

Prior to the Insured's Attained Age 65, the Death Benefit equals the greater of:

1. The Face Amount plus the Cash Value on the date of death; and
2. The death benefit required by the Guideline Premium Test or the Cash Value Accumulation Test, depending on the Death Benefit Calculation Test chosen in the Application.

Thereafter until the Maturity Date, the Death Benefit equals the greater of:

1. The Face Amount; and
2. The death benefit required by the Guideline Premium Test or the Cash Value Accumulation Test, depending on the Death Benefit Calculation Test chosen in the Application.

The Face Amount of the Policy will be increased, if necessary, to equal the Death Benefit on the date the Insured becomes Attained Age 65.

If the Face Amount or Death Benefit of a rider made a part of the Policy is to be included for the purposes of calculating the Death Benefit under the above Options, that rider will so indicate.

Any time the Death Benefit minus the Cash Value is greater than the then current Face Amount, we reserve the right to distribute a portion of the Cash Value to you. The amount of the distribution will be the amount required to make the Death Benefit minus the Cash Value after the distribution equal to the then current Face Amount.

### Maturity Benefit

If the Insured is living and the Policy is in force on the Maturity Date, you may choose to terminate the Policy and receive the Cash Surrender Value, if it is greater than zero, as a Maturity Benefit.

### Continuation of the Policy Beyond the Maturity Date

For Death Benefit Options A and C, if the Cash Surrender Value is greater than zero and the Policy is in force on or after the Maturity Date, the Death Benefit will be the greater of:

1. The Face Amount on the date of the Insured's death; and
2. The Cash Value on the date of the Insured's death.

For Death Benefit Option B, if the Cash Surrender Value is greater than zero and the Policy is in force on or after the Maturity Date, the Death Benefit will be: the Face Amount on the date of the Insured's death; plus the Cash Value on the date of the Insured's death.

The Policy could lapse after the Maturity Date if there is an Excess Loan. (See the Cash Value, Loan and Loan Interest Repayments, and Grace Period provisions.)

If the Policy is in force on or after the Maturity Date: loans may be taken; and loan repayments, partial withdrawals and transfers may be made.

**Please note: the Policy may not qualify as a life insurance contract under the Code on or after the Maturity Date and may be subject to tax consequences. Please consult a tax advisor prior to continuing the Policy beyond its Maturity Date.**

### Policy Changes

You may request policy changes at any time unless we have stated otherwise in the Policy. We reserve the right to not allow a change in the first policy year and to permit only one change per policy year. The types of changes allowed are explained below.

No change will be made that would result in the Policy not meeting the definition of life insurance under Section 7702 of the Code or any applicable successor provision.

**Change In Face Amount**

You can change the Face Amount by sending us a request In Writing.

Each requested decrease in Face Amount will be subject to the following:

1. The decrease will take effect on the monthly anniversary on or next following our receipt of the request at our Designated Office.
2. The decrease will reduce the Face Amount in the following order, unless you request a different order In Writing, and unless any rider made a part of the Policy states otherwise:
  - a. Each Requested Increase in succession, starting with the most recent increase; and then
  - b. The remaining Initial Face Amount (excluding any increase in Face Amount resulting from a change in Death Benefit Option); and then
  - c. Any increase in Face Amount resulting from a change in Death Benefit Option.
3. The Face Amount after the requested decrease may not be less than the Minimum Face Amount shown on the Policy Specifications page.
4. The decrease must be at least equal to the Minimum Face Amount Decrease shown on the Policy Specifications page.
5. If the decrease is made during the 12 months following the Policy Date, we will deduct from the Cash Value a portion of the unpaid Monthly Coverage Expense Charges due for the remainder of the 12-month period associated with the Initial Face Amount. This portion will be the ratio of the amount of the decrease to the Initial Face Amount times the unpaid Monthly Coverage Expense Charges due for the remainder of the 12-month period.
6. If the decrease (including decreases resulting from a change in Death Benefit Option) is made during the 12 months following the Date of Coverage of any Requested Increase we will deduct from the Cash Value a portion of the unpaid Monthly Coverage Expense Charges due for the remainder of the 12-month period associated with that increase. This portion will be the ratio of the amount of the decrease to the Face Amount increase times the unpaid Monthly Coverage Expense Charges due for the remainder of the 12-month period.
7. A Surrender Charge may apply to the decrease in Face Amount as explained in the Surrender Charge Schedule. This Surrender Charge will be allocated among the Fixed Account and each Investment Division based on the proportion that the respective cash value in each bears to the total Cash Value, less the cash value in the Loan Account.
8. The requested decrease in Face Amount may require a decrease in amounts provided by any riders made a part of the Policy.

Each Requested Increase will be subject to the following:

1. We must receive proof satisfactory to us that the Insured is insurable by our standards on the date of the Requested Increase.
2. The increase will take effect on the monthly anniversary on or next following our approval of the Requested Increase.
3. The increase will be at the risk classification for which the Insured then qualifies.
4. The increase must be at least equal to the Minimum Face Amount Increase shown on the Policy Specifications page.
5. New insurance must be available under our underwriting rules on the same plan at the age of the Insured on the date of the request.
6. The total Face Amount after the increase cannot be greater than our published maximums.

We will amend the Policy to show the Date of Coverage for the change in Face Amount.



**Change in Death  
Benefit Option**

After the first policy year and prior to the Maturity Date, you may request a change to the Death Benefit Option. Proof that the Insured is insurable by our standards on the date of the change may be required. The effective date of the change will be the monthly anniversary on or next following the date we receive your request in Writing. On the effective date of this change the Death Benefit payable will not change, but the Face Amount may change. Changes are allowed as follows:

1. Change from Death Benefit Option A to: Death Benefit Option B; or to Death Benefit Option C on or prior to Attained Age 60.

The Face Amount of the Policy will be decreased, if necessary, to equal the Death Benefit minus the Cash Value on the effective date of the change. This change may not be made if it would result in a Face Amount for the Policy that is less than the Minimum Face Amount shown on the Policy Specifications page. A Surrender Charge will apply to any decrease in the Face Amount of the Policy as explained in the Surrender Charge Schedule.

The decrease will reduce the Face Amount in the following order, unless any rider made a part of the Policy states otherwise:

- a. Each Requested Increase in succession, starting with the most recent increase; and then
- b. The remaining Initial Face Amount; and then
- c. Any increase in Face Amount resulting from a change in Death Benefit Option.

A decrease in Face Amount may require a decrease in amounts provided by any riders made a part of the Policy.

2. Change from Death Benefit Option B to: Death Benefit Option A; or to Death Benefit Option C on or prior to Attained Age 60.

The Face Amount of the Policy will be increased, if necessary, to equal the Death Benefit on the effective date of the change.

3. Change from Death Benefit Option C to Death Benefit Option A.

If this change is made on or prior to Attained Age 65, the Face Amount of the Policy will be increased, if necessary, to equal the Death Benefit on the effective date of the change.

If this change is made after Attained Age 65, the Face Amount will not change.

4. Change from Death Benefit Option C to Death Benefit Option B.

If this change is made on or prior to Attained Age 65, the Face Amount will not change.

If this change is made after Attained Age 65, the Face Amount of the Policy will be decreased, if necessary, to equal the Death Benefit minus the Cash Value on the effective date of the change. This change may not be made if it would result in a Face Amount for the Policy that is less than the Minimum Face Amount shown on the Policy Specifications page. A Surrender Charge may apply to any decrease in the Face Amount of the Policy as explained in the Surrender Charge Schedule.

The decrease will reduce the Face Amount in the following order, unless any rider made a part of the Policy states otherwise:

- a. Each Requested Increase in succession, starting with the most recent increase; and then
- b. The remaining Initial Face Amount (which includes any increase in Face Amount resulting from a change in Death Benefit Option).

A decrease in Face Amount may require a decrease in amounts provided by any riders made a part of the Policy.

### 3. CASH VALUES

#### Cash Value

The Cash Value of the Policy equals the total of the values in the Fixed Account, the Separate Account and the Loan Account, and is described below. You may access the Cash Value by taking a loan, making a partial withdrawal, or surrendering the Policy.

#### Fixed Account Cash Value Guaranteed Interest Rate

The interest credited to the cash value in the Fixed Account for a specific day will be at an effective annual rate not less than the Fixed Account Cash Value Guaranteed Interest Rate shown on the Policy Specifications page.

#### Fixed Account Cash Value

The cash value in the Fixed Account on the Investment Start Date equals: the portion of the initial Net Premium received and allocated to the Fixed Account; less the portion of the Monthly Deductions due from the Policy Date through the Investment Start Date, if any, charged to the Fixed Account.

The cash value in the Fixed Account on any day after the Investment Start Date equals:

1. The cash value in the Fixed Account on the preceding Valuation Date, with interest on such value at the current rate; plus
2. Any portion of Net Premium received and allocated to the Fixed Account on that day; plus
3. Any amounts transferred to the Fixed Account on that day; plus
4. Any loan repayments allocated to the Fixed Account on that day; plus
5. That portion of any interest credited on an outstanding Loan which is allocated to the Fixed Account on that day;

Less:

1. Any amount transferred from the Fixed Account to the Investment Divisions on that day;
2. Any partial withdrawal from the Fixed Account on that day;
3. Any portion of a Transfer Processing Charge taken from the Fixed Account;
4. Any portion of the Surrender Charge taken on that day due to a requested decrease in Face Amount, Death Benefit Option change or partial withdrawal attributable to the Fixed Account;
5. Any portion of the unpaid Monthly Coverage Expense Charges taken on that day due to a requested decrease in Face Amount, Death Benefit Option change or partial withdrawal attributable to the Fixed Account;
6. Any amount transferred from the Fixed Account to the Loan Account on that day;
7. If that day is a monthly anniversary, the portion of the Monthly Deduction charged to the Fixed Account to cover the policy month that starts on that day.

The cash value in the Fixed Account can be negative. Interest will not be charged on negative cash value.

**Separate Account  
Cash Value**

The cash value in each Investment Division on the Investment Start Date equals: the portion of the initial Net Premium received and allocated to the Investment Division; less the portion of the Monthly Deductions due from the Policy Date through the Investment Start Date, if any, charged to the Investment Division.

The cash value in each Investment Division on any day after the Investment Start Date equals:

1. The cash value in the Investment Division on the preceding Valuation Date times that Investment Division's Net Investment Factor for the current Valuation Period; plus
2. Any portion of Net Premium received and allocated to the Investment Division on that day; plus
3. Any amounts transferred to the Investment Division from the Fixed Account or from another Investment Division during the current Valuation Period; plus
4. Any loan repayments allocated to the Investment Division during the current Valuation Period; plus
5. That portion of any interest credited on an outstanding Loan which is allocated to the Investment Division during the current Valuation Period;

Less:

1. Any amounts transferred from the Investment Division during the current Valuation Period;
2. Any partial withdrawal from the Investment Division during the current Valuation Period;
3. Any portion of a Transfer Processing Charge taken from the Investment Division;
4. Any portion of the Surrender Charge incurred during the current Valuation Period due to a requested decrease in Face Amount, Death Benefit Option change or partial withdrawal attributable to the Investment Division;
5. Any portion of the unpaid Monthly Coverage Expense Charges taken during the current Valuation Period due to a requested decrease in Face Amount, Death Benefit Option change or partial withdrawal attributable to the Investment Division;
6. Any amount transferred from the Investment Division to the Loan Account during the current Valuation Period;
7. If a monthly anniversary occurs during the current Valuation Period, the portion of the Monthly Deduction charged to the Investment Division during the current Valuation Period to cover the policy month that starts during that Valuation Period.

The cash value in an Investment Division can be negative. Interest will not be charged on negative cash value.

**Variable  
Accumulation Units**

At the end of a Valuation Date, the current market value of an Investment Division is determined by multiplying that Investment Division's accumulation unit value times the number of Investment Division accumulation units held under the Policy.

The number of Investment Division accumulation units will increase when:

1. Any portion of a Net Premium is allocated to that Investment Division;
2. Amounts are transferred to that Investment Division; or
3. Loans are repaid and credited to that Investment Division.

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The number of Investment Division accumulation units will decrease when:

1. Any portion of the Monthly Deduction is deducted from that Investment Division;
2. A Loan is taken from that Investment Division;
3. An amount is transferred from that Investment Division;
4. A Transfer Processing Charge is taken from that Investment Division;
5. A Surrender Charge is taken from that Investment Division;
6. A partial withdrawal is taken from that Investment Division; or
7. Any portion of the Coverage Expense Charge is taken from that Investment Division due to a decrease in Face Amount attributable to that Investment Division.

**Value of Each Accumulation Unit**

The value of an accumulation unit may increase or decrease from one Valuation Period to the next. For any Valuation Period, the value equals 1. times 2., where:

1. Equals the value of an accumulation unit for the prior Valuation Period; and
2. Equals the Net Investment Factor for that Investment Division for the current Valuation Period.

**Net Investment Factor**

The Net Investment Factor measures the investment performance of an Investment Division during a Valuation Period. The Net Investment Factor for each Investment Division for a Valuation Period is equal to:

1. The value of the assets at the end of the preceding Valuation Period; plus
2. The investment income and capital gains---realized or unrealized---credited to the assets during the Valuation Period for which the Net Investment Factor is being determined; less
3. The capital losses---realized or unrealized---charged against the assets during the Valuation Period; less
4. Any amount charged against the Investment Division for taxes, including any tax or other economic burden resulting from the application of tax laws that we determine to be properly attributable to the Investment Division, or any amount we set aside during the Valuation Period as a reserve for taxes attributable to the operation or maintenance of the Investment Division; divided by
5. The value of the assets at the end of the preceding Valuation Period.

**Loan Account Cash Value**

The cash value in the Loan Account as of the Investment Start Date equals the amount transferred into the Loan Account on that day.

The cash value in the Loan Account on any day after the Investment Start Date is equal to:

1. The cash value in the Loan Account on the preceding Valuation Date, with interest at the Loan Interest Rate Credited; plus
2. Any amount transferred to the Loan Account from the Fixed Account on that day; plus
3. Any amount transferred to the Loan Account from the Investment Divisions on that day; plus
4. If that day is a policy anniversary, an amount due to cover the Loan Interest if not paid by you; less
5. Any amount transferred from the Loan Account to the Fixed Account on that day; less
6. Any amount transferred from the Loan Account to the Investment Divisions on that day.

**Cash Value After the Maturity Date**

If the Policy is continued beyond the Maturity Date, the Cash Value of the Policy on and after the Maturity Date will be determined in the same manner as described above, except there will be no Monthly Deductions taken. Premiums cannot be paid on or after the Maturity Date, except for payments required under a Grace Period due to an Excess Loan.

**Monthly Deduction**

The Monthly Deduction for the following month is deducted on the monthly anniversary; and equals the sum of:

1. The Total Monthly Cost of Insurance; plus
2. The Monthly Mortality and Expense Risk Charge; plus
3. The Monthly Coverage Expense Charge; plus
4. The Monthly Policy Charge; plus
5. The monthly costs for riders made a part of the Policy, unless otherwise stated in a rider.

The Monthly Deduction for a policy month will be taken from the Fixed Account and the Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value, less the cash value in the Loan Account on the monthly anniversary. However, at any time you can choose In Writing to have Monthly Deductions allocated to:

1. The Fixed Account or to a specific Investment Division until the cash value in the Fixed Account or that Investment Division is insufficient to cover the entire Monthly Deduction; and then
2. To the Fixed Account and the remaining Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value, less the cash value in the Loan Account on the monthly anniversary.

You can change the Monthly Deduction allocation by making a request In Writing.

There will be no Monthly Deduction taken on or after the Maturity Date.

**Monthly Cost of Insurance**

The Monthly Cost of Insurance for the following month is charged as part of the Monthly Deduction and is included in the Total Monthly Cost of Insurance. The Total Monthly Cost of Insurance equals:

1. The Net Amount at Risk allocated to the remaining Initial Face Amount (which includes any increase in Face Amount resulting from a change in Death Benefit Option) times the Monthly Cost of Insurance Rate for the Initial Face Amount, divided by 1,000; plus
2. If you request any increases in Face Amount, the Net Amount at Risk allocated to each Requested Increase times the Monthly Cost of Insurance Rate for each increase in Face Amount, divided by 1,000.

**Net Amount at Risk**

The Net Amount at Risk equals:

1. For Death Benefit Option A, and for Death Benefit Option C on and after Age 65:
  - a. The greater of: the Face Amount divided by the Monthly Discount Factor shown on the Policy Specifications page; and the Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month times the applicable Attained Age Factor shown in the Table of Corridor Factors; less
  - b. The Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month.
2. For Death Benefit Option B, and for Death Benefit Option C prior to Age 65:
  - a. The greater of: the Face Amount divided by the Monthly Discount Factor shown on the Policy Specifications page, plus the Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month; and the Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month times the applicable Attained Age Factor shown in the Table of Corridor Factors; less
  - b. The Cash Value (before the deduction of the Total Monthly Cost of Insurance) at the start of the policy month.

If the Face Amount or Death Benefit of a rider made a part of the Policy is to be included for the purposes of calculating the Net Amount at Risk under the Death Benefit Options, that rider will so indicate.

The Cash Value used in the Net Amount at Risk calculation will not be less than zero.

**Allocation of Net Amount at Risk**

The Net Amount at Risk will be allocated to the coverages in the following order:

1. Each increase in Face Amount in succession, starting with the most recent increase; and then
2. To the coverage provided by the remaining Initial Face Amount (which includes any increase in Face Amount resulting from a change in Death Benefit Option).

If the Allocation of Net Amount at Risk is affected by a rider made a part of the Policy, that rider will so indicate.

**Monthly Cost of Insurance Rates**

At the start of each coverage year, the Monthly Cost of Insurance Rate is calculated for the remaining Initial Face Amount (which includes any increase in Face Amount resulting from a Death Benefit Option Change) and for each Requested Increase. The Monthly Cost of Insurance Rate for each portion of coverage is based on the issue age, risk classification, sex and completed years from the Policy Date for the Initial Face Amount and from the Date of Coverage for each Requested Increase. If the Death Benefit equals a percentage of the Cash Value, any increase in Cash Value will cause an automatic increase in the Death Benefit. The risk classification for such increase will be the same as that used for the most recent Requested Increase, excluding any riders, which required proof that the Insured was insurable by our standards.

The Monthly Cost of Insurance Rates for each portion of coverage will never exceed the rates shown on the Table of Guaranteed Maximum Monthly Cost of Insurance Rates page for that coverage. Any change in the cost of insurance rates will apply to all persons of the same age, sex, and risk classification whose coverage has been in force for the same length of time.

**Monthly Coverage Expense Charge**

The Policy's Monthly Coverage Expense Charge equals the total of these charges for the Initial Face Amount and for all Requested Increases. The Charge for each portion of coverage equals: the Face Amount of the Policy (excluding any increase in Face Amount resulting from a Death Benefit Option change) or the amount of an increase; times its Monthly Coverage Expense Charge rate for the applicable year; divided by 1,000. The Maximum Monthly Coverage Expense Charge is shown on the Policy Specifications page. A separate Maximum Monthly Coverage Expense Charge will apply to each Requested Increase.

If the Policy is reinstated, the period of lapse will not be considered in determining the applicable Monthly Coverage Expense Charge on any day after Reinstatement.

**Monthly Policy Charge**

The Monthly Policy Charge will never exceed the amount shown on the Policy Specifications page.

If the Policy is reinstated, the period of lapse will not be considered in determining the applicable Monthly Policy Charge on any day after Reinstatement.

**Mortality and Expense Risk Charge**

The Mortality and Expense Risk Charge will be calculated on each monthly anniversary and will not exceed the Maximum Mortality and Expense Risk Charge shown on the Policy Specifications page times the cash value in the Separate Account at the start of the current monthly anniversary. If the cash value in the Separate Account is negative on a monthly anniversary, the Mortality and Expense Risk Charge will not be deducted for that month.

If the Policy is reinstated, the period of lapse will not be considered in determining the applicable Mortality and Expense Risk Charge on any day after Reinstatement.

**Cash Surrender Value**

The Cash Surrender Value of the Policy equals the Cash Value at the time of surrender, less:

1. Any Policy Loan Balance;
2. Any unpaid Monthly Coverage Expense Charges and Monthly Policy Charges due for the remainder of the first policy year;
3. Any unpaid Monthly Coverage Expense Charges and Monthly Policy Charges due for the remainder of the 12-month period following the Date of Coverage of a Requested Increase;
4. Any unpaid Monthly Coverage Expense Charges and Monthly Policy Charges due for the remainder of the 12-month period following the Issue Date of any rider made a part of the Policy if that rider so states;
5. Any Surrender Charge.

**Surrender**

You may surrender the Policy for its Cash Surrender Value during the lifetime of the Insured. We will determine the Cash Surrender Value as of the date we receive your request *In Writing*. The Cash Surrender Value will be paid to you in one sum or placed in an account that earns interest unless you choose *In Writing* to apply all or part of the proceeds to a Payment Option. (See the Payment Options section).

The Policy will terminate on the monthly anniversary on or next following the date of surrender. The Cash Surrender Value will not be reduced by the Total Monthly Cost of Insurance due on that date for a subsequent policy month.

If the Insured dies on or after the date of surrender and before the termination of the Policy: the surrender will be reversed; and the Cash Surrender Value paid to you will be processed as a Loan. Therefore, the Cash Surrender Value paid to you will be deducted from the Policy Proceeds. (See the Policy Proceeds provision.)

**Partial Withdrawals**

After the first policy year and subject to the conditions below, you may make a request *In Writing* for a partial withdrawal from the Cash Surrender Value.

We reserve the right to limit the total amount you may withdraw to 90% of the Cash Surrender Value. See the Allocation of Partial Withdrawals, Fixed Account Partial Withdrawals and Separate Account Partial Withdrawals provisions below for additional limits we may impose on partial withdrawals.

The amount of your partial withdrawal request at any one time must be at least the Minimum Loan and Partial Withdrawal Amount shown on the Policy Specifications page.

No partial withdrawal will be processed which would:

1. Reduce the Cash Surrender Value to less than an amount that would cover two Monthly Deductions; or
2. Result in the Face Amount, excluding riders, being less than the Minimum Face Amount shown on the Policy Specifications page; or
3. Disqualify the Policy as life insurance under the Code and any interpretive regulation or rulings by the Internal Revenue Service.

In each policy year after the first, you may make up to the Maximum Number of Partial Withdrawals shown on the Policy Specifications page as long as the total withdrawal amount (see the first paragraph of this provision) is not exceeded, except with our consent. We reserve the right to change the minimum amounts or the maximum number of partial withdrawals. We also may assess a transaction charge for a withdrawal, not to exceed the Maximum Partial Withdrawal Charge shown on the Policy Specifications page.

The Death Benefit of the Policy will be based on the Face Amount after the partial withdrawal and the reduced Cash Value. The Face Amount of the Policy will be decreased, if necessary, such that the Net Amount at Risk after the partial withdrawal is not greater than the Net Amount at Risk before the partial withdrawal.

The Face Amount will be decreased in the following order, unless any rider made a part of the Policy states otherwise:

1. Each Requested Increase in succession, starting with the most recent increase; and then
2. The remaining Initial Face Amount; and then
3. Any increase in Face Amount resulting from a change in Death Benefit Option.

If a decrease in Face Amount requires a decrease in the amounts provided by any riders made a part of the Policy, that rider will so indicate.

A Surrender Charge may apply if the Face Amount is decreased as a result of a partial withdrawal.

**Allocation of Partial Withdrawals**

Subject to the conditions below, partial withdrawals will be allocated among the Fixed Account and the Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value less the cash value in the Loan Account on the date of the partial withdrawal. If the Fixed Account conditions will not allow this proportionate allocation, we will request that you specify an acceptable allocation.

**Fixed Account Partial Withdrawals and Transfers**

Except with our consent, partial withdrawals and transfers from the Fixed Account can be made once within 30 days after each policy anniversary. The maximum amount of all partial withdrawals and transfers from the Fixed Account in a policy year will, except with our consent, be the greater of 1. and 2., where:

1. Equals the portion of the Cash Surrender Value in the Fixed Account at the start of that policy year times the Fixed Account Maximum Withdrawal Percentage Limit, as shown on the Policy Specifications page.
2. Equals the previous year's Fixed Account Maximum withdrawal amount.

However, if less than \$50 would remain in the Fixed Account after the withdrawal, you can withdraw the entire portion of the Cash Surrender Value in the Fixed Account.

**Separate Account Partial Withdrawals**

The maximum amount of a partial withdrawal from any one of the Investment Divisions will be the lesser of 1. and 2., where:

1. Equals 90% of the portion of the Cash Surrender Value in that Investment Division at the start of that policy year.
2. Equals the amount required to keep the Face Amount, excluding riders, from being less than the Minimum Face Amount.

**Surrender Charge**

During the surrender charge period, a Surrender Charge will apply: upon surrender; upon lapse; upon a partial withdrawal that decreases the Face Amount; upon a change in Death Benefit Option that decreases the Face Amount; and upon a requested decrease in Face Amount. However, in each policy year you can take partial withdrawals equal to 10% without a Surrender Charge. For example, if you take a partial withdrawal of 6% of the Cash Surrender Value, you can take another 4% of the then current Cash Surrender Value in that policy year without a Surrender Charge, and then Surrender Charges will apply to any future withdrawals in that policy year.

A Surrender Charge will be applied:

1. First, with respect to each Requested Increase in succession and the number of months from the Date of Coverage for that increase, starting with the most recent increase; and then
2. With respect to the Initial Face Amount (excluding any increase in Face Amount resulting from a Death Benefit Option change) and the number of months from the Policy Date.

The Maximum Surrender Charges for the Initial Face Amount and for any Requested Increase are shown on the Surrender Charge Schedule page for the respective coverage.



A Surrender Charge will apply to any decrease in Face Amount during the surrender charge period. The amount of Surrender Charge applied because of a decrease in Face Amount is defined on the Surrender Charge Schedule page for the portion of the Face Amount being decreased. The Surrender Charge for a decrease in Face Amount is deducted from the Cash Value on the effective date of the decrease.

The Surrender Charge will be allocated among the Fixed Account and the Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value less the cash value in the Loan Account. If a Surrender Charge is imposed due to a partial withdrawal, it will be allocated among the Fixed Account and the Investment Divisions in the same proportion that the partial withdrawal was allocated among the Fixed Account and the Investment Divisions.

If the Surrender Charge of a rider made a part of the Policy is to be included for the purposes of determining the Surrender Charge applicable to the Policy, that rider will so indicate.

If the Policy is reinstated, the period of lapse will not be considered in determining the applicable Surrender Charge on any date after Reinstatement.

**Continuation  
of Insurance**

If all premium payments cease and the Guaranteed Minimum Death Benefit provision is not in effect, the insurance provided under the Policy, including benefits provided by any rider made a part of the Policy, will continue in accordance with the provisions of the Policy for as long as the Cash Surrender Value is sufficient to cover the Monthly Deductions. (See the Grace Period provision.)

**Postponement of  
Payments or  
Transfers**

We will usually pay any amounts payable on Loans, surrenders or partial withdrawals allocated to the Investment Divisions within seven days after we receive the request In Writing. We will usually pay any Death Benefit proceeds within seven days after we receive due proof of claim. Payment of any amount payable from the Investment Divisions on Loans (except when used to pay premiums on policies issued by us), surrenders, partial withdrawals or death may be postponed whenever:

1. The New York Stock Exchange is closed (other than customary weekend and holiday closing) or trading on the New York Stock Exchange is restricted as determined by the SEC;
2. The SEC, by order, permits postponement for the protection of policy owners; or
3. An emergency exists as determined by the SEC, as a result of which disposal of securities is not reasonably practicable or it is not reasonably practicable to determine the value of the net assets of the Separate Account.

Transfers may also be postponed under the circumstances listed above.

We may defer payment of the portion of any amount payable from the Fixed Account on surrender or partial withdrawals for not more than six months. If we defer payment for 30 days or more, we will pay interest, if required by law, at a rate at least equal to the minimum required by the state governing the Policy.

We may defer payment of the portion of any Loan from the Fixed Account for not more than six months, except for payment of premiums to us.

**Basis of  
Computation**

The minimum cash values in the Fixed Account are based on:

1. The Basis of Computation of Minimum Cash Values table shown on the Policy Specifications page and any Policy Specifications for Policy Change page; and
2. Compound interest at an annual rate of not less than the Fixed Account Cash Value Guaranteed Interest Rate shown on the Policy Specifications page.

All values are at least equal to those required by any applicable law of the state that governs the Policy. We have filed a detailed statement, if required, of the method of calculating cash values and reserves with the insurance supervisory official of that state.

#### 4. SEPARATE ACCOUNT PROVISIONS AND TRANSFERS

##### Separate Account

The variable benefits under the Policy are provided through investments in the Separate Account. This account is used for flexible premium variable life insurance policies and, if permitted by law, may be used for other policies or contracts as well.

We hold the assets of the Separate Account. These assets are held separately from the assets held in our general account (which includes the Fixed Account). Income, gains and losses---whether or not realized---from assets allocated to the Separate Account will be credited to or charged against the Separate Account without regard to our other income, gains or losses.

The portion of the assets held in the Separate Account equal to the reserves and other policy liabilities with respect to the Separate Account will not be charged with liabilities that arise from any other business we may conduct. We have the right to transfer to our general account any assets of the Separate Account that exceed the reserves and other policy liabilities of the Separate Account.

The Separate Account is registered with the Securities and Exchange Commission as a unit investment trust under the Investment Company Act of 1940. The Separate Account is also subject to the laws of the state of Delaware. To the extent required by law, the investment policy of the Separate Account will not be changed without the approval of the Insurance Commissioner of the State of Delaware. If required, the approval process is on file with the insurance supervisory official of the state that governs the Policy.

##### Investment Divisions

The Separate Account has multiple Investment Divisions. The Investment Divisions invest in shares of registered investment companies or other pools of investment assets.

Income, gains and losses---whether or not realized---from the assets of each Investment Division are credited to or charged against that Investment Division without regard to income, gains or losses in other Investment Divisions or in the Fixed Account.

We will value the assets of each Investment Division at the end of each Valuation Period.

The values and benefits of the Policy depend on: the investment performance of the Investment Divisions; and the interest credited to the Fixed Account. We do not guarantee the investment performance of the Investment Divisions. You bear the investment risk for amounts invested in the Investment Divisions for the Policy.

##### Addition, Deletion or Substitution of Investment Divisions

As permitted by law, we can add or remove shares of a fund that are held by the Separate Account or that the Separate Account may purchase. When a change is made, we will send you: a prospectus supplement or a revised prospectus for the Separate Account which will describe all of the funds then available for the Policy in the Separate Account or its successor or any other investment company in which the Separate Account is invested; and any notice required by law.

When shares of a fund are removed, we have the right to substitute a different fund in which the Investment Division will then invest:

1. The value of the removed shares of the fund; and
2. Future net premiums applied to that Investment Division.

The investment policy of the Separate Account will not be changed unless the change has been approved by the Insurance Commissioner of the State of Delaware, if required. We have filed a statement of the approval process with the insurance supervisory official of the state that governs the Policy, to the extent required by law.

## Transfers

If the Policy is in force and you have not exercised your Conversion Right, 20 days after the initial Net Premium is applied to the Policy, you may transfer amounts as follows:

1. Between the Fixed Account and the Investment Divisions; and
2. Among the Investment Divisions.

These transfers will be subject to the following conditions:

1. We must receive a request for transfer In Writing.
2. The transfer request must be expressed as a dollar amount or as a percentage in whole numbers.
3. The minimum amount of the transfer must be equal to the lesser of \$50 or the total amount of the Fixed Account or Investment Division that the transfer is being made from.
4. We may impose a charge for each transfer not to exceed the Maximum Transfer Processing Charge shown on the Policy Specifications page.
5. We reserve the right to limit the number of transfers in each policy year to the Maximum Number of Transfers per Policy Year shown on the Policy Specifications page.
6. The maximum amount of all transfers and partial withdrawals from the Fixed Account (the Fixed Account Maximum) in any policy year will be the greater of a. and b., where:
  - a. Equals the portion of the Cash Surrender Value in the Fixed Account at the start of that policy year, times the Fixed Account Maximum Withdrawal Percent Limit shown on the Policy Specifications page; and
  - b. Equals the previous policy year's Fixed Account Maximum withdrawal amount.

However, if less than \$50 would remain in the Fixed Account after the transfer, you can transfer the remainder to the Investment Divisions.

The Fixed Account cash value immediately after any transfer to the Fixed Account cannot exceed c. times d., where:

- c. Equals the Fixed Account cash value plus the Separate Account cash value; and
- d. Is the Fixed Account Maximum Allocation Percent as shown on the Policy Specifications page.

All transfers that occur on the same day are counted as one transfer for the purpose of determining: any charge under item 4 above; and the number of transfers made in a policy year under item 5 above.

Your right to make transfers is subject to limitations or modifications by us if we determine, in our sole opinion, that the exercise of the right by one or more owners with interests in the Investment Division is, or would be, to the disadvantage of other owners. Restrictions may be applied in any manner reasonably designed to prevent any use of the transfer right that we consider to be to the disadvantage of other owners. A limitation or modification could be applied to transfers to and from one or more of the Investment Divisions and could include, but is not limited to:

1. The requirement of a minimum time period between each transfer;
2. Not accepting a transfer request from a third party acting under authorization on behalf of more than one owner;
3. Limiting the dollar amount that may be transferred by an owner between the Investment Divisions at any one time; or
4. Requiring that a transfer request be provided In Writing and signed by the owner.

## 5. LOANS

### Loans

Upon your request In Writing, you may borrow no more than the Loan Value (defined below) of the Policy while it is in force.

The Loan Value on the date the loan is made equals:

1. The Cash Value; less
2. Any Policy Loan Balance; less
3. Loan interest to the next policy anniversary; less
4. The most recent Monthly Deduction charged, times the number of policy months to the next policy anniversary; less
5. Any Surrender Charge; plus
6. Interest at the Fixed Account Cash Value Guaranteed Interest Rate credited to the next policy anniversary.

The amount of each loan request must be at least equal to the Minimum Loan and Partial Withdrawal Amount shown on the Policy Specifications page. The Policy will be the sole security for such Loan.

You may allocate the Loan among the Fixed Account and the Investment Divisions. If you do not specify the allocation, then the Loan will be allocated among the Fixed Account and the Investment Divisions in the same proportion that the respective cash value in each bears to the total Cash Value, less the cash value in the Loan Account, on the date of the Loan.

Cash value equal to the Loan allocated to the Fixed Account and each Investment Division will be transferred to the Loan Account and will earn interest at an annual effective rate not less than the Loan Interest Rate Credited shown on the Policy Specifications page. Interest earned on the cash value in the Loan Account will remain in the Loan Account until: we receive a loan repayment; a new Loan is made; the Policy enters the Grace Period; or the next policy anniversary. Upon any of these events, the interest earned on the Loan Account will be transferred to the Fixed Account and the Investment Divisions in proportion to the cash value in each.

### Loan Interest Charged

Interest on loans will be charged at the Loan Interest Rate Charged applicable to the Policy Year as shown on the Policy Specifications page. This is a fixed loan interest rate. The loan interest is due each year on the policy anniversary.

If you do not pay the loan interest when it is due on a policy anniversary: an amount of cash value equal to the loan interest will be added to the existing loan; interest will be charged on it; and it will be allocated to the Loan Account. The amount transferred will be deducted from the Fixed Account and the Investment Divisions in the same proportion that the cash value in each bears to the total Cash Value, less the cash value in the Loan Account.

### Loan and Loan Interest Repayments

Any payment we receive will be applied as a premium payment unless it is clearly marked as a Loan repayment.

You may repay the Policy Loan Balance in whole or in part at any time before the death of the Insured while the Policy is in force. When a loan repayment is made, an amount equal to the loan repayment will be transferred from the Loan Account to the Fixed Account and the Investment Divisions in the same proportion that the cash value in each bears to the total Cash Value, less the cash value in the Loan Account.

If there is an Excess Loan (see the Definitions page), we will mail a notice to your last known address and that of any assignee of record. We will allow you a Grace Period for payment of the excess due. If the excess due remains unpaid at the end of the Grace Period, the Policy will lapse without value. The Grace Period will end 62 days from the date the notice is sent.

## 6. PREMIUMS AND GRACE PERIOD

<b>Payment of Premiums</b>	<p>The first premium is due as of the Policy Date. While the Insured is living, premiums after the first must be paid at our Designated Office. A premium receipt will be furnished upon request. The Policy will not be in force until the first premium is paid.</p> <p>Prior to the Maturity Date, premiums may be paid in any amount and at any interval subject to the following conditions:</p> <ol style="list-style-type: none"><li>1. Any premium payment must be at least \$50.00.</li><li>2. If you chose the Guideline Premium Test, total premiums paid in any policy year may not exceed an amount that would cause the Policy to fail the definition of life insurance as defined by Section 7702 of the Code or any applicable successor provision.</li></ol> <p>The Planned Premium amount cannot be increased if payment of the increased planned premium would cause the Policy to fail to satisfy the definition of life insurance as defined by Section 7702 of the Code or any applicable successor provision.</p> <p>If we receive a premium that causes the Death Benefit to increase by an amount that exceeds that Net Premium, we reserve the right to refuse that premium payment. We may require additional evidence of insurability before we accept that premium payment.</p> <p>Premiums cannot be paid on or after the Maturity Date, unless they are required under a Grace Period provision.</p> <p>Unless you request otherwise In Writing, any payment that we receive will be used as a premium payment.</p>
<b>Percent of Premium Charge</b>	<p>A Percent of Premium Charge will be deducted from each premium submitted. The maximum charge is shown on the Policy Specifications page.</p>
<b>Premium Tax Charge</b>	<p>A Premium Tax Charge will be deducted from each premium submitted. The maximum charge is shown on the Policy Specifications page.</p>
<b>Federal Tax Charge</b>	<p>A Federal Tax Charge will be deducted from each premium submitted. The maximum charge is shown on the Policy Specifications page.</p>
<b>Allocation of Net Premiums</b>	<p>You may allocate the Net Premiums among the Fixed Account and the Investment Divisions. No less than 1% of the Net Premium may be allocated to the Fixed Account or any Investment Division. Percentages must be in whole numbers. The cash value in the Fixed Account immediately after payment of the premium cannot exceed 1. times 2., where:</p> <ol style="list-style-type: none"><li>1. Equals the Fixed Account cash value plus the Separate Account cash value.</li><li>2. Equals the Fixed Account Maximum Allocation Percent as shown on the Policy Specifications page. We may modify the Fixed Account Maximum Allocation Percent at any time.</li></ol> <p>The initial allocation is shown on the Application.</p> <p>The Policy's first Net Premium is invested in the Fixed Account as of the Investment Start Date. Twenty days after the first Net Premium is applied to the Policy, the Cash Value will be allocated to the Fixed Account and/or the Investment Divisions according to the allocations you chose on the Application. Before the Cash Value is transferred from the Fixed Account, the values and benefits of the Policy will depend on the interest credited to the Fixed Account. After the Cash Value is transferred from the Fixed Account, each Net Premium will be allocated to the Fixed Account and/or the Investment Divisions according to the allocations you have chosen as of the date we receive the premium at our Designated Office.</p>
<b>Your Right to Change Allocation</b>	<p>While the Policy is in force, you may change the allocation of future Net Premiums among the Fixed Account and/or the Investment Divisions as outlined in the Allocation of Net Premiums provision. The change in allocation percentages will take effect when we receive your request In Writing.</p>
<b>Guaranteed Minimum</b>	<p>On each monthly anniversary, we will compare 1. to 2. for each Guaranteed Minimum Death Benefit Period (referred to as "Guaranteed Period") applicable to the Policy, where:</p>

**Death Benefit**

1. Equals the sum of the Guaranteed Minimum Death Benefit Monthly Premiums for each applicable Guaranteed Period for each monthly anniversary since the Policy Date; and
2. Equals the total premiums paid to date less: all partial withdrawals; any cash value paid to you to allow the Policy to continue to qualify as a life insurance contract; and any outstanding Loans.

If 2. is greater than or equal to 1. for at least one applicable Guaranteed Period, the Policy will not lapse, even if the Cash Surrender Value is insufficient to pay the Monthly Deduction.

If, based on the total premium paid, the Policy qualifies for a longer Guaranteed Period than the one chosen in the Application, the longer Guaranteed Period will be in effect. The Policy will qualify for a longer Guaranteed Period only if the premium requirement for that Guaranteed Period has been satisfied for each policy month since the Policy Date.

If the premium requirement for the Guaranteed Period chosen in the Application is not met: the Guaranteed Period chosen will no longer be in effect; and the next shorter Guaranteed Period for which the premium requirement has been met since the Policy Date, if any, will be in effect.

The Guaranteed Minimum Death Benefit Monthly Premium may change if any of the following occurs:

1. A change in Face Amount; or
2. The addition or deletion of, or change to, a rider made a part of the Policy; or
3. A change in Death Benefit Option; or
4. A misstatement of age or sex in the Application; or
5. A change in the Insured's risk classification. This may also affect the Guaranteed Period.

We will send you a revised Policy Specifications page reflecting the new Guaranteed Minimum Death Benefit Monthly premium.

If the Guaranteed Minimum Death Benefit ends because the premium requirement has not been met while the Policy is in force, the Guaranteed Period that was in effect immediately prior to the expiration of the Guaranteed Minimum Death Benefit can be reinstated within nine months, provided that the Policy remains in force. Sufficient premiums must be paid to satisfy the cumulative premium requirement for the applicable Guaranteed Period at the time of reinstatement.

If the Policy lapses during the first five policy years, only the Five-Year Guaranteed Period will be reinstated if the Policy is reinstated during the first five policy years. If the Policy lapses after the first five policy years, the Guaranteed Minimum Death Benefit provision will terminate and no Guaranteed Period can be reinstated if the Policy is reinstated.

We will send you a notice if the Guaranteed Minimum Death Benefit Monthly premium requirement for the Guaranteed Period you chose has not been met. The notice will state the amount of premium that has to be paid in order to retain the guarantee and whether, in the absence of payment, the Policy would qualify for the next shorter Guaranteed Period. If the premium required to keep your chosen Guaranteed Period in effect is not paid within 62 days of the notice, that guarantee will end. If the Policy qualifies for a shorter Guaranteed Period, that will become the new Guarantee Period.

### Grace Period

If, on a monthly anniversary during an applicable Guaranteed Period, the Policy does not meet any applicable Guaranteed Minimum Death Benefit premium requirement and the Cash Surrender Value is less than the next Monthly Deduction, a Grace Period of 62 days will be allowed for the payment of a premium sufficient to keep the Policy in force (referred to as the "Amount Due").

After the termination of the last applicable Guaranteed Period, if the Cash Surrender Value is less than the next Monthly Deduction on a monthly anniversary, a Grace Period of 62 days will be allowed for the payment of the Amount Due.

At the start of the Grace Period, notice of the Amount Due will be sent to your last known address and to any assignee on record. The Amount Due is the amount required to pay the Monthly Deduction, or the amount required to meet a Guaranteed Minimum Death Benefit premium requirement (if applicable), whichever is less. If we do not receive the Amount Due by the end of the Grace Period, the Policy will lapse at the end of that 62-day period and it will then terminate without Cash Surrender Value. If the Insured dies during the Grace Period, any Amount Due will be deducted from the Death Benefit.

### Reinstatement

If the Policy has not been surrendered, you may reinstate your lapsed Policy prior to the Maturity Date and within three years after the date of lapse. To reinstate, you must submit a request In Writing and the following:

1. Proof satisfactory to us that the Insured is insurable by our standards.
2. Payment of the Monthly Deductions and Loan Interest due and unpaid at the time of lapse.
3. Payment of an amount large enough to keep the Policy in force for at least two months.

The Insured must be alive on the date we approve the request for reinstatement. If the Insured is not alive, such approval is void.

The reinstated Policy will be in force from the date we approve the reinstatement application. There will be a full Monthly Deduction for the policy month in which we approve the reinstatement application.

Any Loans in effect at the time of lapse may be repaid or reinstated.

The Surrender Charge, Maximum Monthly Coverage Expense Charge and Maximum Monthly Policy Charge at the time of Reinstatement will be those in effect at the time of lapse. The Cash Value following Reinstatement will include the amount of any Surrender Charge imposed at the time of lapse.

Reinstatement of the Minimum Death Benefit Guarantee is limited as described in the Minimum Death Benefit Guarantee provision.

Riders can be reinstated only as stated in the rider or with our consent.

## 7. GENERAL PROVISIONS

### The Contract

We have issued the Policy in consideration of the Application and payment of premiums. The Policy, the Application, any riders, and any endorsements comprise the entire contract and are made a part of the Policy when you accept the insurance applied for. The Policy may be changed by mutual agreement. Any change must be in writing and approved by our President or Secretary. Our representatives have no authority to alter or modify any terms, conditions, or agreements of the Policy, or to waive any of its provisions.

### Statements in Application

All statements made by the Insured or on his or her behalf, or by the applicant, will be deemed representations and not warranties. Material misstatements will not be used to void the Policy, any rider or any increase in Face Amount or to deny a claim unless made in the Application.

### Claims of Creditors

To the extent permitted by law, neither the Policy nor any payment under it will be subject to the claim of creditors or to any legal process.

### Conversion Right

While the Policy is in force during the first two policy years, you have a one-time right to exchange the Policy to a new permanent fixed benefit life policy on the life of the Insured, without proof of insurability. We, or an affiliate that we name, will issue the new policy on the following basis:

1. The new policy will have the same Policy Date and Issue Date as this Policy;
2. The Face Amount of the new policy may not be greater than the Face Amount, exclusive of riders, of this Policy on the exchange date;
3. The cost of insurance rates for the new policy will be based on the Insured's age, smoker status, sex, and risk classification in effect on the Issue Date of this Policy, or the class we determine is the closest to it if that class is not offered on the new policy;
4. The new policy will be a permanent fixed benefit plan agreed to by the issuing company, to the extent available for sale by that company on the exchange date and subject to any limits under Federal income tax and other applicable rules;
5. The Cash Value of this Policy will be transferred to the new policy as of the exchange date;
6. Any premium from this Policy that is in excess of the premium due, if any, for the new policy may be applied as an advance premium. If the conversion results in an increase in cash value, the increase will be payable by you. If a decrease in cash value results, we will return such amount to you;
7. Any Loan and loan interest due on the exchange date must be repaid prior to the issue of the new policy;
8. Any riders attached to this Policy will be attached to the new policy only if available for such policy;
9. The new policy will be subject to any assignments and limitations to which this Policy is subject.

### Misstatement of Age or Sex and Corrections

If we determine during the first policy year that there was a misstatement of age or sex in the Application, the Policy values and charges will be recalculated from the Issue Date based on the correct information.

If we determine after the first policy year that there was a misstatement of age or sex in the Application, the amount of the Death Benefit will be that which would be purchased by the most recent Monthly Deduction at the correct age and sex.

If we make any payment or Policy changes in good faith, relying on our records or evidence supplied to us, our duty will be fully discharged. We reserve the right to correct any errors in the Policy.



**Unisex Basis**

If the Policy is issued on a unisex basis, all rates, benefits and values that contain differences based on sex are modified to provide the same for males and females.

**Incontestability**

We cannot contest the initial coverage after the Policy has been in force during the lifetime of the Insured for two years from its Issue Date. We cannot contest a Requested Increase with regard to material misstatements made concerning such increase after it has been in force during the lifetime of the Insured for two years from its Date of Coverage. We cannot contest a Death Benefit increase caused by a premium payment that required evidence of insurability after it has been in force during the lifetime of the Insured for two years from the date we received the premium payment. We cannot contest a Death Benefit increase caused by a change in Death Benefit Option that required evidence of insurability after it has been in force during the lifetime of the Insured for two years from its Date of Coverage. This provision will not apply to any rider that contains its own incontestability clause.

If the Policy was issued as the result of the exercise of an option given in another policy and proof of insurability was not required, the contestable period applicable to the coverage resulting from the option exercise will end at the same time as it would have under the original policy.

**Suicide Exclusion**

If the Insured dies by suicide, while sane or insane, within two years from the Issue Date, the amount payable will be limited to: the amount of premiums paid less any partial withdrawals; or, if greater and required by law, the reserve; less any Policy Loan Balance on the date of death. If the Insured dies by suicide, while sane or insane, after the first two policy years and within two years of the Date of Coverage of any Requested Increase: the increase will not be in effect; and the portion of Monthly Deduction attributable to the increase will be added to the Cash Value prior to the calculation of the Death Benefit.

If the Policy was issued as the result of the exercise of an option given in another policy and proof of insurability was not required, the suicide period applicable to the coverage resulting from the option exercise will end at the same time as it would have under the original policy.

**Annual Report**

Each year, or more often if required by law or regulation, we will send you a report that shows: the Death Benefit; current Policy values; surrenders; premiums paid and deductions made since the last report; any Policy Loan Balance; any Death Benefit Guarantee in effect; and any other information required by law or regulation.

**Illustration of Benefits**

You may make a request In Writing for an illustration of benefits. We may charge a small fee for any requested illustration after the first in each policy year. This fee will not exceed the Maximum Fee for Illustration of Benefits shown on the Policy Specifications page.

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## 8. PERSONS WITH AN INTEREST IN THE POLICY

### Owner

The Owner of the Policy is named in the Application. The Owner can be changed before the death of the Insured. The new Owner will succeed to all rights of the Owner, including the right to make a further change of Owner. If there is more than one Owner, all must exercise the rights of ownership by joint action. Ownership may be changed in accordance with the Change of Owner or Beneficiary provision.

The Owner may be the Insured or someone else, and may be a person, a partnership, a corporation, a fiduciary or any other legal entity. At the death of the Owner, his or her estate will be the Owner, unless a successor Owner has been named. The rights of the Owner will end at the death of the Insured.

### Beneficiary

The Beneficiary is the person or entity named to receive the Policy Proceeds. The initial Beneficiary is named in the Application. You may change the Beneficiary before the death of the Insured; however, an irrevocable Beneficiary cannot be changed without his or her consent. The Beneficiary can be a person, a corporation, a partnership, a fiduciary or any other legal entity. A person must survive the Insured to qualify as Beneficiary. If none survives, the proceeds will be paid to the Owner.

Any payment we make will terminate our liability with respect to such payment.

### Change of Owner or Beneficiary

During the Insured's lifetime you may change the Owner and Beneficiary designations, subject to any restrictions as stated in the Owner and Beneficiary provisions. You must make the change in Writing. Once it is recorded, the change will take effect as of the date you signed the request, whether or not the Insured is living when we receive your request. The change will be subject to any assignment of the Policy or other legal restrictions. It will also be subject to any payment we made or action we took before we recorded the change. A change of Owner will void any prior Beneficiary designation.

### Assignments

If you make an absolute assignment of the Policy, the assignee will be the new Owner and Beneficiary. A collateral assignment of the Policy by you is not a change of Owner or Beneficiary; but their rights will be subject to the terms of the assignment. Assignments will be subject to all payments made and actions taken by us before a signed copy of the assignment form is recorded by us at our Designated Office. We will not be responsible for determining whether or not an assignment is valid.

### Designation of Owner and Beneficiary

A numbered sequence can be used to name successive Owners or Beneficiaries. Co-beneficiaries will receive equal shares unless otherwise stated.

In naming Owners or Beneficiaries, unless otherwise stated:

1. "Child" includes an adopted or posthumous child;
2. "Provision for issue" means that if a Beneficiary does not survive the Insured, the share of the Policy Proceeds for that Beneficiary will go to his or her living issue by right of representation; and
3. A family relation such as "wife", "husband" or "child" means relation to the Insured.

At the time of payment of benefits, we can rely on an affidavit of any Owner or other responsible person to determine family relations or members of a class.

All requests for change or information must be submitted in Writing.

### Requests For Changes or Information

## 9. PAYMENT OF POLICY BENEFITS

<b>Payment</b>	<p>Unless otherwise requested, we may pay the Policy Proceeds when the Insured dies to the Payee in one sum or by placing the amount in an account that earns interest. The Payee will have immediate access to all or any part of the account. We will pay interest on the proceeds from the date they become payable to the date of payment as stated above, if required by law.</p> <p>On request, all or part of the proceeds payable in one sum at the death of the Insured can be applied to any Payment Option at the choice of the Payee. Further, with our consent, any Payee who is entitled to receive proceeds in one sum when a Payment Option ends, or at the death of a prior Payee, or when the proceeds are withdrawn, can choose to apply the proceeds to a Payment Option.</p>
<b>Choice of Payment Options; Option Date</b>	<p>The choice of a Payment Option and the naming of the Payee must be In Writing. You can make, change or revoke the choice before the death of the Insured. The Option Date is the effective date of the Payment Option, as chosen.</p> <p>When a Payment Option starts, a contract will be issued by us or by an affiliate that will describe the terms of the Option.</p>
<b>Payee</b>	<p>A Payee is a person, a corporation, a partnership, a fiduciary or any other legal entity entitled to receive the Policy Proceeds or surrender proceeds in one sum or under a Payment Option.</p> <p>If the Payee is not a natural person, the choice of a Payment Option will be subject to our approval. A collateral assignment will modify a prior choice of a Payment Option. The amount due any assignee will be payable in one sum and the balance will be applied under the Payment Option.</p>
<b>Life Income Options</b>	<p>Guaranteed Life Income Options are based on the age of the Payee on the Option Date. We will require proof of age. The Life Income payments will be based on the rates shown in the Life Income Tables; or, if they are greater, our Payment Option rates on the Option Date. If the rates at a given age are the same for different periods certain, the longest period certain will be deemed to have been chosen.</p>
<b>Death of Payee</b>	<p>Amounts to be paid after the death of a Payee under a Payment Option will be paid as due to the successor Payee. If there is no successor Payee, amounts will be paid in one sum to the estate of the last Payee to die. If a Payee under a Life Income Option dies within 30 days after the Option Date, the amount applied to the Option, less any payments made, will be paid in one sum, unless a Payment Option is chosen.</p>
<b>Limitations</b>	<p>If installments under an Option would be less than \$50, proceeds can be applied to a Payment Option only with our consent.</p>

## 10. PAYMENT OPTIONS

### Single Life Income

Monthly payments will be made during the lifetime of the Payee.

### Single Life Income – 10 Year Guaranteed Payment Period

Monthly payments will be made during the lifetime of the Payee with a guaranteed payment period of 10 years.

### Joint and Survivor Life Income

Monthly payments will be made:

1. While either of two Payees is living, called "Joint and Survivor Life Income", or
2. While either of two Payees is living, but for at least 10 years, called "Joint and Survivor Life Income, 10 Years Certain".

### Other Frequencies and Options

Other Payment Options and payment frequencies may be arranged with us.

## 11. LIFE INCOME TABLES

### Minimum Payments under Payment Options

Monthly payments for each \$1,000 applied will not be less than the amounts shown in the following tables. On request, we will provide additional information about amounts of minimum payments.

### Single Life Income

Payee's Age	Life Income		10 Year Guaranteed Payment Period	
	Male	Female	Male	Female
50	\$2.83	\$2.65	\$2.82	\$2.64
55	3.11	2.89	3.10	2.88
60	3.47	3.19	3.44	3.18
65	3.92	3.59	3.87	3.56
70	4.54	4.11	4.43	4.05
75	5.40	4.83	5.13	4.69
80	6.57	5.86	5.96	5.53
85	8.20	7.37	6.87	6.52
90 & over	10.48	9.62	7.72	7.52

### Joint and Survivor Life Income

Age of Both Payees	Joint and Survivor	Joint and Survivor, 10 Years Certain
	One Male and One Female	One Male and One Female
50	\$2.43	\$2.43
55	2.63	2.63
60	2.87	2.87
65	3.17	3.17
70	3.58	3.57
75	4.12	4.11
80	4.87	4.82
85	5.94	5.76
90 & over	7.47	6.84

## OVERLOAN PROTECTION RIDER

MetLife Insurance Company USA

This Rider is a part of the Policy if it is listed on the Policy Specifications page or on the Policy Specifications for Policy Change page. A copy of the application for this Rider is attached to and made a part of this Rider.

### Overloan Protection Benefit

When the Overloan Protection Benefit is active, the Policy will not lapse even if the Cash Value is insufficient to pay the Monthly Deduction. The Death Benefit will be reduced by the Policy Loan Balance.

### Activation of this Benefit

While this Rider is in force, we will send you a notification that you can choose to activate the Overloan Protection Benefit if the following conditions have been met:

1. The Policy has been in force for at least 15 policy years;
2. The Insured is at least Attained Age 75 (if this Rider is attached to a survivorship policy, the younger Insured must be at least Age 75),
3. The Policy Loan Balance is greater than both:
  - a. The Face Amount of the Policy; and
  - b. The Cash Value times the Minimum Percentage shown on the Rider Specifications page; and
4. On the date we receive your request In Writing to activate this Rider, the Policy Loan Balance is less than or equal to the Maximum Percentage shown on the Rider Specifications page times: the Cash Value less the surrender charge and the Rider Charge;
5. The aggregate amount of premiums paid for the Policy, less the aggregate amount received under the Policy to the extent that such amount was excludable from gross income, have been withdrawn;
6. The Death Benefit Option in effect on the date we receive your request In Writing to activate this Rider must be Option A;
7. The Cash Value less the Surrender Charge must be sufficient to cover the Rider Charge described below; and
8. The Policy is not a Modified Endowment Contract as defined in Section 7702A of the Internal Revenue Code of 1986, and the exercise of the Rider would not cause the Policy to become a Modified Endowment Contract.

If you want to activate this Rider, you must make a request In Writing within 30 days after we mail the notification.

### Effect on the Policy

Activating the Overloan Protection Benefit will have the following effects on the Policy:

1. The Cash Value in the Investment Divisions will immediately be transferred to the Fixed Account, with no Transfer Processing Charge;
2. Transfers from the Fixed Account will not be allowed;
3. Policy changes will not be allowed;
4. Premium payments will not be accepted;
5. New loans (other than capitalized interest), partial withdrawals and surrenders will not be allowed;
6. No further Monthly Deductions will be taken;
7. All other riders that are a part of the Policy will be terminated, and new riders cannot be added to the Policy.

**Rider Charge**

There is no charge for this Rider before you activate it. A one-time non-refundable charge will be deducted from the Cash Value when this Rider is activated prior to Attained Age 100. The charge equals: the Cash Value on the date we receive your request In Writing to activate this Rider; times the Overloan Protection Rate shown on the Rider Specifications page.

**Deactivation of this Benefit**

You can deactivate this Rider by making a request In Writing. On the date we receive your request In Writing, any riders that were terminated will remain terminated, and no new riders can be added to the Policy. Any other changes that were made to the Policy as a result of activating this Rider will no longer apply. Monthly Deductions will be taken on each monthly anniversary following the date of deactivation.

You can subsequently request activation of this Rider. Activation is subject to the conditions listed in the "Activation of this Benefit" provision.

**Termination**

This Rider will terminate upon the earlier of:

1. The termination of the Policy; and
2. The monthly anniversary on or next following our receipt of your request In Writing to terminate this Rider.

The Issue Date of this Rider and Policy are the same unless another Issue Date is shown on the Policy Specifications for Policy Change page.

MetLife Insurance Company USA

  
Secretary

**RIDER SPECIFICATIONS FOR OVERLOAN PROTECTION RIDER**

<b>Insured:</b>	DANAE BANNING K
<b>Policy Number:</b>	216 002 442 USV
<b>Risk Classification:</b>	ELITE NONSMOKER
<b>Minimum Percentage:</b>	95.00%
<b>Maximum Percentage:</b>	99.50%
<b>Overloan Protection Rate:</b>	3.50%

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Amendment to Application for Insurance

Case/Policy No.: 216 002 442 USV

Proposed Insured: DANA K BANNING

Date of Application: December 16, 2015

I agree to the following changes to the application referred to above:  
The information in the Additional Information section is amended to Personal  
Financial Form - expense = \$150,000, no special expense

Date: \_\_\_\_\_

Proposed Insured #1 (Parent, if Insured under age 15)

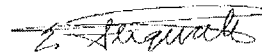
Date: \_\_\_\_\_

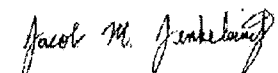
Proposed Insured #2 (Parent, if Insured under age 15)

Date: \_\_\_\_\_

Applicant, if other than Proposed Insured

MetLife Insurance Company USA  
1209 Orange Street, Wilmington, DE 19801

  
President

  
Secretary



MetLife

Policy Number 216002442

Application for Life Insurance

Company (Check the appropriate ONE.) [ ] Metropolitan Life Insurance Company [ ] General American Life Insurance Company
The Company indicated in this section is referred to as "the Company". [ ] New England Life Insurance Company [ ] MetLife Insurance Company USA

SECTION I - About the Proposed Insured

For Additional Insureds please complete the Additional Insureds Supplement form.

First Name Danae Middle Name K Last Name Banning
Permanent Address 3432 Henrietta Hartford Road City Mt. Pleasant State SC Zip 29488
Country of Legal Residence USA Date of Birth 1973-03-09 E-Mail Address danae832@gmail.com
Primary Phone Number (302) 893-4248 Alternate Phone Number Preferred Time to Call From 9:00 To 5:00
Place of Birth Delaware, USA Social Security or Tax ID Number 222-46-5325 Earned Annual Income \$50,000 Net Worth \$4,800,000
U.S. Driver's License Issuer of ID State of South Carolina ID Number 103677754 Issue Date (if any) 07/30/2014 Expiration Date (if any) 03/09/2024
Name of Employer Homemaker Employer City N/A State ZIP Position/Duties Homemaker

NON U.S. CITIZENS ONLY - Country of Citizenship Green Card/Visa Type Expiration Date
Country of Permanent Residence ID Number Years in the U.S.

SECTION II - About the Owner Complete ONLY if the Owner is NOT the Proposed Insured.

OWNER - TRUST / BUSINESS ENTITY - Name of Entity Danae K Banning Rev Trust dtd 8-28-06, S. Moore Ttee Tax ID Number 207192023 Trustee / Owner State DE
Trust Business Entity Charity Qualified Pension Plan Complete the appropriate required form(s).
OWNER - OTHER INDIVIDUAL
First Name Middle Name Last Name
Permanent Address City State Zip
Country of Legal Residence Citizenship Social Security or Tax ID Number Date of Birth Phone Number
E-Mail Address Earned Annual Income Net Worth Relationship to Proposed Insured
Please indicate form of ID: U.S. Driver's License Passport Government issued Photo ID
Issuer of ID ID Number Issue Date (if any) Expiration Date (if any)

Check if ownership should revert to Insured upon Owner and Contingent Owner's deaths.

**SECTION III - About the Beneficiary / Beneficiaries** For additional Beneficiaries, use Section IX - Additional Information.

Check here if the Owner is the Primary Beneficiary.  
 For Primary or Contingent Beneficiaries who are NOT the Owner, complete the table below.

Beneficiary Type	Name (First, Middle, Last)	Date of Birth	Relationship to Proposed Insured	Social Security Number (Optional)	Percentage of Proceeds (if not equal)
Primary					
<input type="checkbox"/> Primary					
<input type="checkbox"/> Contingent					
<input type="checkbox"/> Primary					
<input type="checkbox"/> Contingent					

Check here to include all living and future natural or adopted children of the Proposed Insured as Contingent Beneficiaries. (Name all living children above.)

If a Custodian is acting on behalf of a minor Beneficiary listed above, please use **Co-Owner/Contingent Owner and UTMA Designations Supplement** form.

Federal law states that if someone with special needs has assets over \$2,000, they may lose eligibility for government benefits.

**SECTION IV - About Proposed Coverage** Check the desired coverage(s).

<input type="checkbox"/> Universal Life	<input checked="" type="checkbox"/> Variable Life	<input type="checkbox"/> Whole Life	<input type="checkbox"/> Term Life
Product Name <u>Equity Advantage VUL</u>	Product Name	Product Name	Product Name
Face Amount* <u>\$5,000,000</u>	Face Amount*	Face Amount*	Face Amount*
Riders and Details <u>Overloan Protection Rider</u>	Riders and Details	Riders and Details	Riders and Details
<input type="checkbox"/> Coverage Continuation (UL only)			
Disability Waiver: <input type="checkbox"/> Specified Premium <input type="checkbox"/> Monthly Deduction (VUL only) Death Benefit Option <u>A</u>	<input type="checkbox"/> Disability Waiver Dividend Options: <input type="checkbox"/> Paid-Up Additions <input type="checkbox"/> Other, please specify:	Disability Waiver: <input type="checkbox"/> Convertible <input type="checkbox"/> Non-Convertible	
Definition of Life Insurance: <input checked="" type="checkbox"/> Guideline Premium Test <input type="checkbox"/> Cash Value Accumulation Test	<input type="checkbox"/> Automatic Premium Loan Requested		
Planned Premium Year 1 <u>56335.50</u> Years 2 to <u>6</u> <u>56335.50</u> Years <u>  </u> to <u>  </u> (UL only)	Ⓢ For a full list of riders and options, please consult with your Producer. <b>Note:</b> Some riders may require supplement forms to be completed. Ⓢ For Variable Life products, please complete the <b>Variable Life Supplement</b> form. * If Face Amount is equal to or exceeds \$1,000,000, please complete the <b>Personal Financial Information</b> form.		

**ADDITIONAL OPTIONS**

One Time (Single) Payment Amount      1035 Exchange Amount      Requested Policy Date       Save Age

**POLICY OPTIONS**

Alternate Policy: Product, Face Amount and Details \_\_\_\_\_  
 Additional Policy: Product, Face Amount and Details \_\_\_\_\_  
 Group Conversion Only  
 Group Conversion Alternative }  Please complete the **Group Conversion Supplement** form for either choice.



**SECTION V - About Existing or Applied for Insurance**

Does the Proposed Insured or Owner have any existing or applied for life insurance or annuities with this or any other company?

Proposed Insured  Yes  No  
 Owner  Yes  No

If **YES**, please provide details of any existing or applied for **Life Insurance on the Proposed Insured only**.

Company	Amount of Insurance	Year of Issue	Status
MetLife	\$6,000,000	2008	<input checked="" type="checkbox"/> Existing <input type="checkbox"/> Applied For
			<input type="checkbox"/> Existing <input type="checkbox"/> Applied For
			<input type="checkbox"/> Existing <input type="checkbox"/> Applied For
			<input type="checkbox"/> Existing <input type="checkbox"/> Applied For

In connection with this application, has there been, or will there be with this or any other company any: surrender transaction; loan; withdrawal; lapse; reduction or redirection of premium/consideration; or change transaction (except conversions) involving an annuity or other life insurance?

Yes  No

If **YES**, complete **Replacement Questionnaire** AND any other state required replacement forms or 1035 exchange forms.

If Proposed Insured is financially dependent on another individual, indicate individual providing support:

Spouse  Child  Parent  Other \_\_\_\_\_

Amount of insurance on individual providing support. Existing Insurance \_\_\_\_\_ Insurance Applied For \_\_\_\_\_

If Proposed Insured is a minor, are all siblings equally insured?  Yes  No

If **NO**, please provide details: \_\_\_\_\_

**SECTION VI - About Payment Information**

**PREMIUM PAYOR**

Proposed Insured  Owner (if NOT the Proposed Insured.)  Other (Complete the box below.)

Other Premium Payor Name	Social Security or Tax ID Number	Relationship to Proposed Insured or Owner		
Reason this Person is the Payor				
Permanent Address	City	State	Zip	

**PAYMENT MODE**

(Check the appropriate ONE.)

Billing Mode:  Annual  Semi-Annual  Quarterly

Monthly Draft per Debit Authorization (See next page.)

Monthly Draft per Existing Electronic Payment Number

Special Account:  Government Allotment  Salary Deduction  List Bill

If Special Account, provide Employer Group Number (EGN) or List Bill Number \_\_\_\_\_

**INITIAL PAYMENT**

Amount Collected with Application

\$66,336.5

Method of Collection:

Initial Premium by Electronic Funds Transfer (Must be at least a monthly amount.)

Check (Must be at least 1/12 of an annual premium.)

**SOURCE OF CURRENT AND FUTURE PAYMENTS** (Check ALL that apply.)

Earned Income  Mutual Fund/Brokerage Account  Money Market Fund  Savings  Loans

Certificate of Deposit  Use of Values in another Life Insurance/Annuity Contract  Other Trust/family





5. Has the Proposed Insured **EVER** had a driver's license suspended or revoked, been convicted of DUI or DWI, or in the last five years had any moving violations? If **YES**, please provide date(s) and violation(s).  Yes  No

Speeding ticket, August 2016

6. Has the Proposed Insured **EVER** had an application for life, disability income or health insurance declined, postponed, rated or modified or required an extra premium? If **YES**, please provide details.  Yes  No

7. In the past 10 years, has the Proposed Insured been convicted of or pled Guilty or No Contest to a felony? If **YES**, list type of felony, state, and date of occurrence.  Yes  No

8. Is the Proposed Insured actively at work performing the usual duties of his or her occupation? If **NO**, please provide details. **N/A - homemaker**  Yes  No

**SECTION VIII - Personal Physician**

Check here if Proposed Insured does not have a personal physician.

Physician Name

Dr. Carrie O. Alexander

Name of Practice or Clinic

University Medical Associates

Street Address

1113 Park West Boulevard

City

Mount Pleasant

State

SC

Zip

29486

Phone Number

(843) 876-1446

Date Last Consulted

05/18/2016

Reason

Annual checkup

Findings/Treatment Given/Medication Prescribed

None - all okay

**SECTION IX - Additional Information**

If more space is needed, attach additional sheet(s).



### Certification / Agreement / Disclosure

Was a sales illustration provided for the life insurance policy as applied for?  Yes  No  
A. If Yes, please choose one of the following:

- An illustration was signed and **matches the policy applied for**. It is included with this application.
- An illustration was shown or provided but is **different from the policy applied for**. An illustration conforming to the policy as issued will be provided no later than at the time of policy delivery.
- The sale was made using an illustration with Accelerated Payment.
- If illustration was **only shown on a computer screen**, check and complete the details in the box below.

An illustration was displayed on a computer screen. The displayed illustration **matches the policy applied for** but no printed copy of the illustration was provided. An illustration conforming to the policy as issued will be provided no later than at the time of policy delivery. The illustration on the screen included the following personal and policy information:

1. Gender (as illustrated)  Male  Female  Unisex
2. Age \_\_\_\_\_
3. Rating Class (e.g. Standard Non-smoker) \_\_\_\_\_  Non-smoker  Smoker
4. Product Name (e.g. GAUL) \_\_\_\_\_
5. Face Amount \_\_\_\_\_
6. Dividend Option (Whole Life only) \_\_\_\_\_

B. If No, please choose one of the following:

- Producer certifies that a signed illustration is **not required** by law or the policy applied for is not illustrated in this state.
- No illustration conforming to the policy** as applied for was shown or provided prior to or at the time of this application. An illustration conforming to the policy as issued will be provided no later than at the time of policy delivery.

### Agreement / Disclosure

I have read this application for life insurance including any amendments and supplements and to the best of my knowledge and belief, all statements are true and complete. I also agree that:

- My statements in this application and any amendment(s), paramedical/medical exam and supplement(s) are the basis of any policy issued.
- This application and any amendment(s), paramedical/medical exam, and supplement(s) to this application will be attached to and become part of the new policy.
- Only the Company's President, Vice-President or Secretary may: (a) make or change any contract of insurance; (b) make a binding promise about insurance; or (c) change or waive any term of an application, receipt, or policy.
- Except as stated in the Temporary Insurance Agreement and Receipt, no insurance will take effect until a policy is delivered to the Owner and the full first premium due is paid. It will only take effect at the time it is delivered if the condition of health of each person to be insured is the same as stated in the application.
- If I have requested a rider that provides an acceleration of death benefit, I have received the appropriate disclosure form.
- I understand that paying my insurance premiums more frequently than annually may result in a higher yearly out-of-pocket cost or different cash values.
- If I intend to replace existing insurance or annuities, I have so indicated in the appropriate section of the application.
- I have received the Company's Privacy Notice and the Life Insurance Buyer's Guide.
- If I was required to sign a Notice and Consent for HIV Testing, I have received a copy of that Notice.



**Taxpayer Identification Number Certification**

Under penalties of perjury, I, the Owner, certify that:

- The number shown in this application is my correct taxpayer identification number, and I am not subject to backup withholding because:
  - (a) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends; or
  - (b) the IRS has notified me that I am not subject to backup withholding.  
*(If you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return, you must cross out and initial this item.)*
- I am a U.S. citizen or a U.S. resident alien for tax purposes.  
*(If you are not a U.S. citizen or a U.S. resident alien for tax purposes, please cross out this certification and complete form W-8BEN).*

Ⓢ **Please note:** The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

**Signatures**

If not witnessing all signatures, witness should initial next to signature being witnessed and sign below.

Signature(s) of all Proposed Insured(s)

Date

Signed at City, State

▶ [Signature] 12/16/15 North Pleasant SC

(age 15 or over)

Please complete the **Additional Insureds Supplement** or **Child Rider Supplement** form(s) if applicable.

Signature(s) of all Owner(s) (If **NOT** the Proposed Insured.)

Date

Signed at City, State

▶ [Signature] 12-16-15 Rehoboth Beach, DE  
*TRUSTEE*

(age 15 or over)

Ⓢ If the Owner is a firm or corporation, include Officer's title with signature.

If Co-Owner or Custodian, please complete the **Co-Owner/Contingent Owner and UTMA Designations Supplement** form.

Signature of Parent or Guardian

Date

Signed at City, State

▶ \_\_\_\_\_  
(If Owner or Proposed Insured is under 18, sign here. If not sign above.)

Witness to Signatures

Licensed Producer

Print Name of Producer

▶ [Signature] BERNARD J. ALWET



**Medical Supplement**

**Company** (Check the appropriate ONE.)  Metropolitan Life Insurance Company  General American Life Insurance Company  
 The Company indicated in this section is referred to as "the Company".  New England Life Insurance Company  MetLife Insurance Company USA

This supplement will be attached to and become part of the application with which it is used.

**SECTION I - Medical Questions**

**⚠** If more space is needed, attach additional sheet(s).

**Ⓜ** If FULL PARAMEDICAL/MEDICAL EXAM is required, completion of this Medical Supplement form is **OPTIONAL**.

**Proposed Insured** - First Name Danae Middle Name K. Last Name Banning

1. Please provide Proposed Insured's height and weight: Height (ft. in.) 5'6" Weight (lbs.) 125  
 Has the Proposed Insured experienced a change in weight greater than 10 pounds in the past 12 months?  Yes  No  
 If YES, please specify: Pounds Lost \_\_\_\_\_ Pounds Gained \_\_\_\_\_ Reason \_\_\_\_\_

2. Has the Proposed Insured **EVER** been diagnosed, received treatment, or consulted with a health professional for any of the following? If YES, please check **ALL** that apply and provide details in table below.  Yes  No

- |  |   |   |  |
|--|---|---|--|
| A. <input type="checkbox"/> High Blood Pressure    | H. <input type="checkbox"/> Asthma / Bronchitis | O. <input type="checkbox"/> Parkinson's Disease | V. <input type="checkbox"/> Lupus                |
| B. <input type="checkbox"/> Chest Pain             | I. <input type="checkbox"/> Emphysema           | P. <input type="checkbox"/> Alzheimer's Disease | W. <input type="checkbox"/> Anemia               |
| C. <input type="checkbox"/> Heart Attack           | J. <input type="checkbox"/> Sleep Apnea         | Q. <input type="checkbox"/> Memory Loss         | X. <input type="checkbox"/> Depression / Anxiety |
| D. <input type="checkbox"/> Heart Murmur           | K. <input type="checkbox"/> Seizures            | R. <input type="checkbox"/> Colitis             | Y. <input type="checkbox"/> Eating Disorder      |
| E. <input type="checkbox"/> Diabetes               | L. <input type="checkbox"/> Stroke / TIA        | S. <input type="checkbox"/> Cirrhosis           |  |
| F. <input type="checkbox"/> High Cholesterol       | M. <input type="checkbox"/> Paralysis           | T. <input type="checkbox"/> Hepatitis           |  |
| G. <input type="checkbox"/> Cancer / Tumor / Polyp | N. <input type="checkbox"/> Multiple Sclerosis  | U. <input type="checkbox"/> Arthritis           |  |

Letter	Name of Health Professional (Include City & State)	Date / Duration of Illness	Diagnosis / Treatment / Medication

3. Other than as indicated above, has the Proposed Insured **EVER** had any disease or disorder of any of the following? If YES, please check **ALL** that apply and provide details in table below.  Yes  No

- |   |  |  |
|---|--|--|
| A. <input type="checkbox"/> Heart                               | G. <input type="checkbox"/> Prostate               | M. <input type="checkbox"/> Thyroid / Other Glands             |
| B. <input type="checkbox"/> Arteries / Veins                    | H. <input type="checkbox"/> Reproductive Organs    | N. <input type="checkbox"/> Eyes                               |
| C. <input type="checkbox"/> Lungs / Respiratory System          | I. <input type="checkbox"/> Brain / Nervous System | O. <input type="checkbox"/> Ears / Nose / Throat               |
| D. <input type="checkbox"/> Gastrointestinal / Digestive System | J. <input type="checkbox"/> Blood                  | P. <input type="checkbox"/> Skin                               |
| E. <input type="checkbox"/> Liver / Pancreas                    | K. <input type="checkbox"/> Lymph Nodes            | Q. <input type="checkbox"/> Muscles / Bones / Joints           |
| F. <input type="checkbox"/> Kidney / Bladder                    | L. <input type="checkbox"/> Immune System          | R. <input type="checkbox"/> Emotional / Psychological Disorder |

Letter	Name of Health Professional (Include City & State)	Date / Duration of Illness	Diagnosis / Treatment / Medication





4. Other than as indicated previously, within the past five years, has the Proposed Insured had any illness, injury, surgery, physical exam, consultation, or medical test (e.g. laboratory tests, EKG, etc.) or been a patient in a hospital or other medical facility?  Yes  No
5. Is the Proposed Insured currently receiving any treatment or taking any prescription or nonprescription medications or supplements?  Yes  No
6. Does the Proposed Insured have any surgery, medical tests, treatment or visits with a health professional scheduled in the next six months?  Yes  No
7. Has the Proposed Insured ever been diagnosed with or treated by a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS)?  Yes  No
8. Has the Proposed Insured ever tested positive for the AIDS Human Immunodeficiency Virus (HIV) or for antibodies to the AIDS (HIV) virus?  Yes  No
9. Has the Proposed Insured ever used cocaine, heroin, or other illicit drugs or controlled substances except as prescribed by a health professional?  Yes  No
10. Has the Proposed Insured ever sought, been advised to seek, or received counseling or treatment for the use of alcohol or drugs from a health professional or support group?  Yes  No

If **YES**, please provide details in table below for Questions 4 - 10.

Number	Name of Health Professional (Include City & State)	Date / Duration of Illness	Diagnosis / Treatment / Medication
4	Dr. Lynch		Ultrasonounds for possible ovary issue - has not been an issue - doctor advised no ovarian prob
6	Dermatologist		Future appointment scheduled

### SECTION II - Family History

Has a parent or sibling ever had: heart disease; coronary artery disease; vascular disease; stroke/cerebrovascular disease; diabetes; cancer; or kidney disease? If **YES**, please provide details in table below.

Yes  No

Relationship to Proposed Insured	Age(s) if Living	Age(s) at Death	State of Health (Specific Conditions) or Cause of Death
Father	70		Good
Mother	65		Good now - had heart attack 2 years ago
Sibling	38		Good
Sibling	34		Good
Sibling			



BANNING

**PART II** Check the appropriate company.

Case/Policy # \_\_\_\_\_ 1

**Paramedical/  
Medical Exam**

- Metropolitan Life Insurance Company
- New England Life Insurance Company
- Metropolitan Tower Life Insurance Company
- MetLife Insurance Company USA
- General American Life Insurance Company

The Company indicated above is referred to as "the Company."

The questions below are directed to the person to be examined. Record ONLY this person's answers in the spaces below.

1. Name of Proposed Insured BANNING BANNING KOELL Date of Birth 12/19/1973

2. Tobacco Use - Indicate date last smoked/used:  
 Cigarette Never Smokeless Tobacco Never Cigar/Pipe Never  
 Nicotine Substitute (i.e., Patch, Gum, etc.) Never Amount/Frequency \_\_\_\_\_ How Long \_\_\_\_\_ yrs.

3. Please provide name of doctor, practitioner, or health care facility who can give us the most complete and up to date information concerning your present health. If None, check .

Physician Name DR. ALEXANDER Name of Practice/Clinic PARK WEST RURAL CARE  
 Street 1113 PARK WEST BLVD City MT PLEASANT State SC Zip 29466  
 Phone Number 803-876-8145 Fax Number \_\_\_\_\_ Date Last Consulted SPRING 2019 YEAR  
 Reason ANNUAL PHYSICIAN VISIT, IMMUNIZATIONS NORMAL RESULTS  
 Findings, treatment given, medication prescribed. If None, check .  
 Reasons, findings, earlier consultations past 5 years NONE

4. Height 5 ft. 10 in. Weight 171 lbs. Change in weight in past 12 months?  Yes  No  
 If Yes, Pounds lost \_\_\_\_\_ Pounds gained \_\_\_\_\_ Reason \_\_\_\_\_

5. Have you EVER received treatment, attention, or advice from any physician, practitioner or health facility for, or been told by any physician, practitioner or health facility that you had:
- a) High blood pressure; chest pain; heart attack; irregular heartbeat; peripheral vascular disease; or any other disease or disorder of the heart or circulatory system (blood vessels)?  Yes  No
  - b) Asthma; bronchitis; pneumonia; emphysema; sleep apnea; shortness of breath; or any other disease or disorder of the lungs or respiratory system?  Yes  No
  - c) Seizures; stroke; paralysis; Alzheimer's disease or other form of dementia; multiple sclerosis; memory loss; Parkinson's disease; progressive neurological disorder; headaches; or any other disease or disorder of the brain or nervous system?  Yes  No
  - d) Ulcers; colitis; hepatitis; cirrhosis; pancreatitis; or any other disease or disorder of the liver; pancreas; gallbladder; esophagus; stomach; spleen; or intestines?  Yes  No
  - e) Any disease or disorder of the breasts; reproductive organs; or the genitourinary system, including but not limited to: the kidney; bladder; or prostate; or blood, protein or pus in the urine?  Yes  No
  - f) Diabetes; thyroid disorder; elevated cholesterol or other lipid disorder; or any other endocrine disease or disorder?  Yes  No
  - g) Arthritis; gout; osteoporosis; or other disease or disorder of the muscles; bones; spine (discs, back, neck); or joints?  Yes  No
  - h) Cancer; tumor; polyp; or cyst? Any disease or disorder of the skin?  Yes  No
  - i) Anemia; leukemia; or any other disease or disorder of the blood or lymph glands?  Yes  No
  - j) Depression; stress; anxiety; or any other psychological or emotional disorder or symptoms?  Yes  No
  - k) Any disease or disorder of the eyes, ears, nose, or throat?  Yes  No

Details: List question number. Give: dates; duration/ description of condition; diagnosis; treatment; physician, practitioner or health facility names and addresses.

- 6. Are you now, or within the past year, taking medication or receiving treatment? (Including over the counter medications, vitamins, herbal supplements, alternative therapies, etc.)  Yes  No
- 7. Do you have any doctor's visits, medical tests, medical care, or surgery scheduled for the next six months?  Yes  No
- 8. Other than the above, during the past five years have you had any:
  - a) Checkup; consultations; electrocardiogram; chest x-ray; or other medical test?  Yes  No
  - b) Illness; injury, or health condition not revealed above; or have been recommended to have any: treatment; hospitalization; surgery; medical test; or medication?  Yes  No
- 9. Have you:
  - a) ever been diagnosed or treated by a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS)?  Yes  No
  - b) ever tested positive for the AIDS Human Immunodeficiency Virus (HIV) virus or for antibodies to the AIDS (HIV) virus?  Yes  No
- 10. a) Have you ever used heroin, cocaine, barbiturates, or other drugs, except as prescribed by a physician or other licensed practitioner?  Yes  No
- b) Have you ever received treatment from a physician, practitioner, health facility or counselor regarding the use of alcohol, or the use of drugs; or been advised by a physician, practitioner, health facility or counselor to restrict the use of alcohol or drugs; or received treatment or advice from an organization that assists those who have an alcohol or drug problem?  Yes  No

Details (Continued):  
 Vit. Multivitamin, Calcium, Fish Oil, Co Q10, Fiber  
 Yr. Annual exams w/ blood, urinalysis normal results 2011-2014  
 Dr. Kent Sauer 1941 Limestone Rd #211 Wilmington, DE 19808 302-998-1151  
 2015 Dr. Info as in #3  
 2011-2014 PAP smears to which I was next to left ovary - no findings 2015 different view from metastasized cancer that I had no mass on ovary was just the same the ovary is. Dr. P. M. ... 4735 ...  
 Stanton Rd Newark, DE 19713  
 302-734-4400 2011-2014, Dr. ...  
 2010 17th #225 ...  
 How often? 5x weekly

- 11. Do you exercise?  Yes  No Type: WORKS OUT @ GYM
- 12. Are you now pregnant?  Yes  No If Yes, estimated date of delivery? \_\_\_\_\_

13. Has a parent or sibling ever had: heart disease; coronary artery disease; vascular disease; stroke/cerebrovascular disease; diabetes; cancer? (If Yes, indicate below.)  Yes  No

Relationship to Proposed Insured:	Age(s) if living	Age(s) at Death	State of Health (Specific Conditions) or Cause of Death Attach additional sheet(s) if necessary.

- 14. a) Do you currently use any assisted devices such as: a walker; wheelchair; long leg braces; cane; or crutches?  Yes  No
  - b) Do you need any assistance or supervision with any or all of the following activities: eating; bathing; dressing; walking; moving in/out of a chair or bed; toileting; continence or taking medication?  Yes  No
- If Yes, provide details above.

I have read the answers to questions 2-14 before signing. They correctly reflect the answers given by me, and are true and complete to the best of my knowledge and belief. There are no exceptions to any such answers other than as written.

Signature of Proposed Insured [Signature] (PARENT OR GUARDIAN IF UNDER 18) Date: 11/5/15  
 Witness to Signature [Signature] City and State MT PLAINS, SC

Variable Life Supplement

MetLife Insurance Company USA

This supplement will be attached to and become part of the application with which it is used.

SECTION I - Important Information for the Owner

⚠ Please Read Carefully.

Variable Life Insurance is generally not appropriate for time horizons of less than 10 years. These are long-term insurance products that may have significant short-term surrender charges. Variable Life Insurance is designed to provide death benefit protection while offering the potential for long-term cash accumulation, and may not be appropriate in situations where significant liquidation of assets in the near future may be expected.

The cash value may increase or decrease, even to the extent of being reduced to zero, in accordance with separate account investment experience.

The cost of insurance rates for this policy may change. The rates currently being charged are not guaranteed, and the Company may charge the full maximum guaranteed rates.

The death benefit may be variable or fixed under specified conditions.

Illustrations of benefits, including death benefits and cash values, are available upon request.

SECTION II - Owner's Information

OWNER:  Proposed Insured  Other Individual

OTHER INDIVIDUAL INFORMATION ONLY:

First Name <b>Danae K Banning Rev Trust dtd 8-28-06</b>	Middle Name <b>Suzanne Moore, Ttee</b>	Last Name _____
Primary Phone Number _____		
Occupation _____	Name of Employer _____	
Employer City _____	State _____	Zip _____
		Position/Duties _____

Is the Owner or a member of the Owner's household employed by or associated with a Broker-Dealer, other firm within the securities industry, or a financial regulatory agency?  Yes  No

PRIOR INVESTMENT EXPERIENCE: (Choose ALL that apply and indicate your years of experience.)

Certificate of Deposit 10 years  Stocks 10 years  Mutual Funds 20 years  Money Markets 10 years  
 Bonds 20 years  Other \_\_\_\_\_ years if Other, specify: \_\_\_\_\_

SECTION III - Coverage Information

⚠ Choose one of the following options. NOTE: Ages 85 and 121 available only by rider.

Guaranteed Minimum Death Benefit Option:  5 Years  20 Years  To Age 65  To Age 85  To Age 121  Other \_\_\_\_\_

SECTION IV - Investment Objective and Risk Tolerance

Have you completed the Asset Allocation Questionnaire?  Yes  No If YES, please submit with this Supplement. Choose one Investment Objective below (a, b, c, d, or e). Then choose one Risk Tolerance for that specific Investment Objective. Be sure it supports the Investment Objective and your Risk Tolerance for this policy.

- a.  **Capital Preservation:** Seeks income and stability with minimal risk.  
Risk Tolerance:  Conservative  Conservative to Moderate
- b.  **Income:** Seeks current income over time.  
Risk Tolerance:  Conservative  Conservative to Moderate  Moderate
- c.  **Growth & Income:** Seeks capital appreciation over long term combined with current dividend income.  
Risk Tolerance:  Conservative to Moderate  Moderate  Moderate to Aggressive
- d.  **Growth:** Seeks capital appreciation over long term.  
Risk Tolerance:  Moderate  Moderate to Aggressive  Aggressive
- e.  **Aggressive Growth:** Seeks maximum capital appreciation over time by investing in speculative and/or higher risk securities.  
Risk Tolerance:  Moderate to Aggressive  Aggressive



**SECTION V - Optional Automated Investment Strategies**

You may select **ONLY ONE** of the following. If you are **NOT** electing any Automated Investment Strategies, please proceed to Section VI - Investment Allocation.

**Index Selector**      **⚠** No other funding options can be selected when using this strategy.  
 Check only **ONE** of the categories to the right. MetLife Insurance Company USA will allocate 100% of your net premium based on the current allocation for the Index Selector Model you choose. I understand that the Index Selector strategy will be implemented using the percentage allocations of the model in effect on the date of issue of my policy. I also understand that in order to maintain this allocation, my account will be automatically rebalanced every quarter.

<input type="checkbox"/> Conservative
<input type="checkbox"/> Conservative to Moderate
<input type="checkbox"/> Moderate
<input type="checkbox"/> Moderate to Aggressive
<input type="checkbox"/> Aggressive

**Equity Generator**      **⚠** A percent of premium must be allocated to the Fixed Account when this option is chosen.  
 Automatically transfers the current month's earnings from the Fixed Account into any one of the available funding options on each monthly anniversary.  
 Please elect one funding option, except the Fixed Account, from the list in Section VI - Investment Allocation.

**Rebalancer**  
 Automatically rebalances the cash value among the funding options each calendar quarter to return the allocation to the allocation percentages you specify. Choose **ONE** of the following:

Check here if you wish to rebalance to the allocation percentages chosen for your premium payments.

Check here if you wish to rebalance using different allocation percentages than your premium payments and indicate the allocation percentages in the right-hand column in Section VI - Investment Allocation.

**Allocator**      **⚠** The destination funding option(s) chosen cannot include the "source fund".  
 Automatically transfers a set amount of money from the Fixed Account or any other funding option ("source fund") to any number of available funding options on each monthly anniversary. (The value of the "source fund" must be sufficient to ensure a minimum of three consecutive monthly transfers.)  
 Please indicate the "source fund" from which the transfers are to be made:

Please choose **ONE** of the following transfer options. Indicate the destination funding options and the dollar amount to be transferred to each in the right-hand column in Section VI - Investment Allocation.

Transfer \$ \_\_\_\_\_ per month until the "source fund" is depleted.

Transfer \$ \_\_\_\_\_ per month for \_\_\_\_\_ months.

The Allocator is a form of dollar cost averaging. Dollar cost averaging does not assure a profit or protect against a loss in declining markets. It involves continuous investment in securities regardless of fluctuations in price levels. An investor should consider his/her ability to continue purchases in periods of low price levels.

**Enhanced Dollar Cost Averager (EDCA)**      **⚠** The destination funding option(s) chosen cannot include the Fixed Account.  
 Automatically transfers an amount of money each month from the EDCA fixed account to any number of available funding options each monthly anniversary until the EDCA fixed account is depleted. The amount allocated to the EDCA fixed account may consist of a one-time premium payment plus 1035 Exchange monies in the first policy year. The initial monthly amount transferred is based on the initial EDCA gross amount allocated to the EDCA fixed account, divided by twelve (months). If another eligible payment is received, the EDCA transfer amount will be increased by the subsequent payment, divided by twelve.

Please specify the EDCA amount (\$10,000 minimum):

\$ \_\_\_\_\_ Premium payment

\$ \_\_\_\_\_ Expected 1035 Exchange amount

\_\_\_\_\_ % of all 1035 Exchange amounts to be allocated to EDCA (required if an Expected 1035 Exchange amount is specified)

Indicate the destination funding options and the percentage to be transferred to each in the right-hand column in Section VI - Investment Allocation.

The Enhanced Dollar Cost Averager is a form of dollar cost averaging. Dollar cost averaging does not assure a profit or protect against a loss in declining markets. It involves continuous investment in securities regardless of fluctuations in price levels. An investor should consider his/her ability to continue purchases in periods of low price levels.



**SECTION VI - Investment Allocation**

Please select funding options that are appropriate for the RISK TOLERANCE and INVESTMENT OBJECTIVE indicated in Section IV - Investment Objective and Risk Tolerance. Some funding options may be appropriate for more than one investment objective. For more complete information about a specific funding option, including charges and expenses, please read the prospectus carefully.

Indicate Initial Allocation in whole percentages; must equal 100%.		Use this column only if you have chosen an option on previous page.	Funding Options	Initial Premium Allocation %	Rebalancer % Allocator \$ EDCA %	Initial Premium Allocation %	Rebalancer % Allocator \$ EDCA %
Fixed Account			Invesco Small Cap Growth Portfolio				
American Funds Bond Fund			JPMorgan Small Cap Value Portfolio				
Barclays Aggregate Bond Index Portfolio			Loomis Sayles Small Cap Core Portfolio			5	
BlackRock Bond Income Portfolio			Loomis Sayles Small Cap Growth Portfolio				
BlackRock Bond Income Portfolio			Neuberger Berman Genesis Portfolio				
PIMCO Inflation Protected Bond Portfolio			Russell 2000® Index Portfolio				
PIMCO Total Return Portfolio	20		T. Rowe Price Small Cap Growth Portfolio				
Western Asset Management U.S. Government Portfolio			Clarion Global Real Estate Portfolio				
MetLife International Bond Portfolio			MFS® Emerging Markets Equity Portfolio				
Lord Abbett Bond Debenture Portfolio			Van Eck Global Natural Resources Portfolio				
American Funds Growth Fund	15		MetLife Asset Allocation 20 Portfolio				
American Funds Growth-Income Fund	16		MetLife Asset Allocation 40 Portfolio				
BlackRock Capital Appreciation Portfolio			MetLife Asset Allocation 60 Portfolio				
BlackRock Large Cap Value Portfolio			MetLife Asset Allocation 80 Portfolio				
ClearBridge Aggressive Growth Portfolio			MetLife Asset Allocation 100 Portfolio				
Franklin Mutual Shares VIP Fund			American Funds Moderate Allocation Portfolio				
Jennison Growth Portfolio			American Funds Balanced Allocation Portfolio				
MetLife Stock Index Portfolio	10		American Funds Growth Allocation Portfolio				
MFS® Value Portfolio			AB Global Dynamic Allocation Portfolio				
T. Rowe Price Large Cap Growth Portfolio			Allianz Global Investors Dynamic Multi-Asset Plus Portfolio				
WMC Core Equity Opportunities Portfolio	10		AQR Global Risk Balanced Portfolio				
WMC Large Cap Research Portfolio			BlackRock Global Tactical Strategies Portfolio				
Baillie Gifford International Stock Portfolio			Invesco Balanced-Risk Allocation Portfolio				
Harris Oakmark International Portfolio			JPMorgan Global Active Allocation Portfolio				
MFS® Research International Portfolio			MetLife Balanced Plus Portfolio				
MSCI EAFE® Index Portfolio			MetLife Multi-Index Targeted Risk Portfolio				
Oppenheimer Global Equity Portfolio			PanAgora Global Diversified Risk Portfolio				
Frontier Mid Cap Growth Portfolio			Pyramis Managed Risk Portfolio				
Invesco Mid Cap Value Portfolio	15		Schroders Global Multi-Asset Portfolio				
MetArusan Mid Cap Value Portfolio			SSGA Growth and Income ETF Portfolio				
MetLife Mid Cap Stock Index Portfolio			SSGA Growth ETF Portfolio				
Morgan Stanley Mid Cap Growth Portfolio			Franklin Income VIP Fund				
T. Rowe Price Mid Cap Growth Portfolio			Loomis Sayles Global Markets Portfolio				
American Funds Global Small Capitalization Fund	10		MFS® Total Return Portfolio				
			Western Asset Management Strategic Bond Opportunities Portfolio				
			WMC Balanced Portfolio				

**Other** - Write in any available funds not listed above.  
Funding Options

Initial Premium Allocation %      Rebalancer %/ Allocator \$/ EDCA %



**SECTION VII - Other Important Owner Questions**

1. I elect to have the monthly deduction from the cash values taken as follows - choose **ONE**:

- Proportionately from the funding options based on the cash value in each at the time of the deduction.
- From the Fixed Account or any other specific funding option.

Specify: \_\_\_\_\_

If you have chosen a specific funding option, please note that if at any time that designated funding option has insufficient cash value to pay the entire amount of the monthly charges, the remaining portion of these charges will be deducted proportionately from each funding option based on the cash value in each at the time of the deduction.

2. Have you received a prospectus for the policy applied for?  Yes  No

If **YES**, please indicate:

Date of Prospectus	Prospectus Book Number	Date(s) of any Prospectus Supplement(s)
06/01/2015	716	

3. Did your Producer review your financial situation, risk tolerance, and investment objectives prior to completing this application?  Yes  No

If **NO**, please indicate on what basis this product was recommended.

4. Do you understand that:

- A. The amount and duration of the death benefit may increase or decrease depending on the policy's investment return, subject to any guarantees provided by the policy?  Yes  No
- B. There is no guaranteed minimum cash value and the cash value may increase or decrease depending on the policy's investment return?  Yes  No

5. Do you believe that this policy and the funding options you have selected will meet your insurance needs and financial objectives?  Yes  No

6. If funding options selected do not reflect the risk tolerance in Section IV - Investment Objective and Risk Tolerance, please explain: \_\_\_\_\_

**⚠ SIGNATURES ARE ONLY REQUIRED FOR A TELE-APPLICATION SUBMISSION.**

Print Name of Proposed Insured  
Danae K Banning

Signature(s) of all Proposed Insured(s)	Date	Signed at City, State
▶ _____	_____	_____

(age 15 or over)	Signature(s) of all Owner(s) (If <b>NOT</b> the Proposed Insured.)	Date	Signed at City, State
▶ _____	_____	_____	_____

(age 15 or over)	Signature of Parent or Guardian	Date	Signed at City, State
▶ _____	_____	_____	_____

(If Owner or Proposed Insured is under 18, sign here. If not sign above.)		
Print Name of Producer		
Producer Signature	Date	Signed at City, State
▶ _____	_____	_____



**Personal Financial Information Supplement**

**Company** (Check the appropriate ONE.)  
The Company indicated in this section is referred to as "the Company".

- Metropolitan Life Insurance Company     General American Life Insurance Company  
 New England Life Insurance Company     Metropolitan Tower Life Insurance Company  
 MetLife Insurance Company USA

This supplement will be attached to and become part of the application with which it is used.

First Name: Danae      Last Name: Banning      Identity Type: (Check all that apply.)  
 Insured     Payor  
 Owner

**SECTION I - Income**

**Annual Earned Income** (in US dollars as reported to the IRS)

Salary or Draw	\$50,000.00
Bonus/Commissions	\$
Other Earnings	\$
Source (If government assistance, please provide details.)	
<b>Total Earned Income</b>	<b>\$50,000.00</b>
Spouse's Income	\$200,000.00
<b>Annual Unearned Income</b> (in US dollars as reported to the IRS)	
Dividends/Interest	\$1,000.00
Net Rentals	\$
Other Unearned Income	\$
Source (If government assistance, please provide details.)	
<b>Total Unearned Income</b>	<b>\$1,000.00</b>

**SECTION II - Assets**

**Assets** (in US dollars)

Cash/Cash Equivalents	\$100,000.00
Real Estate	\$2,400,000.00
Business Equity	\$2,000,000.00
Stocks	\$100,000.00
Bonds	\$
Annuities	\$
Mutual Funds	\$
CD/Money Markets	\$
Foreign Assets (Note: if more than 20% of total assets are outside the US, supporting documentation may be requested.)	\$
Other Assets (Artwork and other personal property must have written appraisals available.)	\$100,000.00
<b>Total Assets</b>	<b>\$4,700,000.00</b>

**SECTION III - Liabilities**

**Liabilities** (in US dollars)

Mortgages	\$100,000.00
Personal Loans	\$
Other	\$
<b>Total Liabilities</b>	<b>\$100,000.00</b>

**SECTION IV - Expenses**

**Expenses**

Annual Recurring Expenses (e.g., rent, mortgage, long-term debts, utilities, alimony or child support, etc.) \$

"Special Expenses" (if any) (e.g., future, non-recurring expenses, such as home purchase/remodeling, car purchase or repairs, education, medical expenses, etc.) (Blank fields for Special Expenses will be assumed to be \$0.) \$

Timeframe for Special Expenses (within how many years) (e.g., 1 year for home remodeling, 4 years for education, etc.)

**SECTION V**

**Net Worth** (Total Assets minus Total Liabilities) \$4,600,000.00

Tax Bracket (%) 40

**Liquid Net Worth** (The amount of cash (including checking, savings, etc.), and assets that can be turned into cash quickly and easily. Include the amount of the initial premium payment and/or lump sum payment for this coverage. Exclude personal property, personal residence, real estate, business equity, home furnishings, autos and assets subject to substantial penalties/sales charges.) \$500,000.00





**FLEXIBLE PREMIUM VARIABLE LIFE INSURANCE**

Non - Participating

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