

IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
AT KANSAS CITY

J. GREGORY SHELDON, individually and on)
behalf of others similarly situated,)
)
Plaintiff,)

Case No. _____

Division _____

vs.)

KANSAS CITY LIFE INSURANCE)
COMPANY)

Serve: A Craig Mason Jr (Registered Agent))
3520 Broadway)
Kansas City, MO 64111)
)
Defendant.)

PETITION
(Civil Action Codes CA, EA, EC)

Plaintiff J. Gregory Sheldon, by and through his counsel of record, states and alleges the following claims against Defendant Kansas City Life Insurance Company.

NATURE OF ACTION

1. This is a class action for breach of contract to recover amounts that Defendant charged Plaintiff and the proposed class in excess of amounts authorized by the express terms of their life insurance contracts. Plaintiff’s claims are supported by the written provisions of his contract, which are materially the same as those of other contracts held by the members of the proposed class.

2. The terms of Plaintiff’s life insurance contract provide for a “contract value” consisting of monies held in trust by Defendant for Plaintiff, and Defendant is contractually bound to deduct from the contract value only those charges that are explicitly identified and authorized by the contract’s terms.

3. Despite unambiguous language in the contract, which is a fully integrated insurance agreement, Defendant breaches the contract by deducting charges from Plaintiff's contract value in excess of the amounts specifically permitted by the contract. Defendant has breached the contract repeatedly and continues to do so.

4. Defendant has caused material harm to Plaintiff and the proposed class by improperly draining monies they have accumulated in the contract values of their contracts. Every unauthorized dollar taken from contract owners is one less dollar that can be used to: earn interest; pay future premiums; increase the death benefit; use as collateral for contract loans; or withdraw as cash.

5. Plaintiff brings this case as a class action under Missouri Rule of Civil Procedure 52.08, individually and on behalf of the following persons (the "class"):

All persons who own or owned a life insurance contract, that is a security, issued or administered by Defendant, the terms of which provide or provided for: (1) an insurance or cost of insurance charge or deduction calculated using a rate that is determined based on Defendant's expectations as to future mortality experience; (2) additional but separate contract charges, deductions, or expenses; (3) an investment, interest-bearing, or savings component; and (4) a death benefit.

6. On behalf of himself and the class, Plaintiff seeks to recover damages, as well as declaratory and injunctive relief.

PARTIES

7. Plaintiff J. Gregory Sheldon resides in Kansas City, Missouri, and is a citizen of the State of Missouri.

8. Defendant Kansas City Life Insurance Company is a corporation incorporated under the laws of the State of Missouri, with its principal place of business in Kansas City, Missouri.

JURISDICTION AND VENUE

9. Jurisdiction and venue are proper in this Court.

10. This Court has personal jurisdiction over Defendant pursuant to RSMo. § 506.500(1), (2), and/or (5) because the claims alleged herein against Defendant arise from Defendant's (1) transaction of business within Missouri, (2) making of contracts within Missouri, and (5) contracting to insure persons located within Missouri at the time of contracting.

11. This Court has subject matter jurisdiction over Plaintiff's claims pursuant to Article V, § 14(a), of the Missouri Constitution. And, jurisdiction is vested in the Circuit Court of Jackson County, Missouri in that the damages are in excess of the monetary jurisdictional minimum of the Circuit Court.

12. Venue is proper in this Court pursuant to RSMo. § 375.1803.1 because Defendant's registered office is located in Jackson County, Missouri. Accordingly, pursuant to RSMo. §§ 375.1800.1 and 508.010.17, Defendant resides in Jackson County, Missouri. Venue is proper at Kansas City pursuant to RSMo. § 478.461.2.

13. This case is not removable to federal court. There is no federal question jurisdiction pursuant to 28 U.S.C. § 1331 in that Plaintiff's claims assert no federal question or federal statute violation. In addition, there is no federal diversity jurisdiction pursuant to 28 U.S.C. § 1332(a) in that Plaintiff is a citizen of Missouri and the Class has been defined to include citizens of Missouri and Defendant is a citizen of Missouri. Moreover, there is no federal diversity jurisdiction under 28 U.S.C. § 1332(d)(2) because this action solely involves claims: concerning covered securities; or that relate to the rights, duties (including fiduciary duties), and obligations relating to or created by or pursuant to a security, and is therefore excepted from federal diversity jurisdiction pursuant to 28 U.S.C. § 1332(d)(9). This action is therefore not removable to federal court. *See Lincoln*

Nat'l. Life Ins. Co. v. Bezich, 610 F.3d 448 (7th Cir. 2010); *see also Eminence Inv'rs, L.L.L.P. v. Bank of New York Mellon*, 782 F.3d 504 (9th Cir. 2015).

FACTUAL BACKGROUND

14. Plaintiff purchased from Defendant a “Flexible Premium Variable Life Insurance Contract Nonparticipating” bearing contract number 5020182, with a contract date of December 28, 2000, and an initial specified amount of \$100,000 (the “Contract”). A true and accurate copy of the Contract is attached hereto as Exhibit A, and incorporated herein by reference.

15. Plaintiff has always been both the “owner” and the “insured” under the Contract, which remains in force.

16. Defendant is the effective and liable insurer of the Contract, and contracts meeting the class definition (the “Class Contracts”).

17. The entire contract between Plaintiff and Defendant consists of the Contract, the application, and any supplemental applications. Ex. A at p. 12.

18. The terms of the Contract are not subject to individual negotiation and are materially the same for all contract owners.

19. Only the President, Vice President, Secretary, or Assistant Secretary of Defendant has authority to change a provision of the Contract, and any such “approved change must be endorsed on or attached to” the Contract. Ex. A at p. 17.

20. Insurance agents do not have “authority to make any changes or waive any of the terms” of the Contract. Ex. A at p. 17; *see also* Plaintiff’s application included in Ex. A at p. 10 (“No agent has the authority to waive any of the [Defendant]’s rights or requirements, or to make or change any contract.”).

21. Defendant has issued and administered, and currently administers, all aspects of the Contract and Class Contracts, including collecting premiums, and determining, assessing, and deducting contract charges.

22. Plaintiff's Contract and the Class Contracts are permanent life insurance, meaning their purpose is to provide insurance protection for the life of the insured.

23. In addition to a death benefit, the Contract and Class Contracts provide contract owners an investment, savings, or interest-bearing component that accumulates value over time. Although the savings component in certain of the Class Contracts may be identified by a different name, it is identified in the Contract and throughout this Complaint as the "contract value."

24. Generally, under variable universal life contracts like those owned by Plaintiff and class members, premiums are deposited into the contract value of the contract, and the insurer deducts certain amounts directly from premium payments and monthly deductions from the contract value as disclosed and authorized by the contract.

25. The funds held in the contract value are contract owner property that Defendant holds in trust for its contract owners.

26. The Contract and Class Contracts expressly identify how the contract value is calculated:

As of the contract date the contract value equals:

- (1) the initial net premium paid; less
- (2) the monthly deduction, as defined in Section 3.17 of this contract.

On any day after the contract date, the contract value is equal to the fixed account value (including the loan account value) plus the variable account value.

Ex. A. at p. 17.

27. The Contract and Class Contracts expressly identify how the fixed account value is calculated:

As of the contract date the fixed account value equals:

- (1) the portion of the net premium allocated to the fixed account; less
- (2) the portion of the monthly deduction allocated to the fixed account.

On each valuation day the fixed account value will be equal to:

$$A + B + C - D - E - F$$

“A” is the fixed account value on the preceding valuation day plus interest from the preceding valuation day to the date of calculation.

“B” is the portion of the net premiums allocated to the fixed account and received since the preceding valuation day, plus interest from the date such net premiums were received to the date of calculation.

“C” is the amount of any transfers from the subaccounts to the fixed account since the preceding valuation day, plus interest on such transferred amounts from the effective dates of such transfers to the date of calculation.

“D” is the amount of any transfers from the fixed account to the subaccounts since the preceding valuation day, plus interest on such transferred amount from the effective dates of such transfers to the date of calculation.

“E” is the amount of any partial surrenders and any applicable surrender charge deducted from the fixed account since the preceding valuation day, plus interest on these surrendered amounts from the effective date of the partial surrenders to the date of calculation.

“F” is a pro-rata share of the monthly deduction, as described in Section 9.6, Monthly Deduction, for the month beginning on that monthly anniversary day.

Ex. A. at p. 17.

28. The Contract and Class Contracts expressly identify how the variable account value is calculated:

The variable account value is the sum of the values of the subaccounts under this contract.

As of the allocation date the value of each subaccount equals:

- (1) the portion of the initial net premium allocated to the subaccount; less

(2) the pro-rata share of the monthly deduction, and the mortality and expense risk charge allocated to the subaccounts.

Ex. A. at p. 18.

29. The Contract expressly defines the specific charges that Defendant may assess and deduct from Plaintiff's premium payments and the Contract's contract value. Defendant may assess and deduct only those charges allowed by the Contract.

30. The Contract authorizes Defendant to deduct a premium expense charge of 2.25% from each premium payment. Ex. A at p. 5.

31. The Contract also authorizes Defendant to deduct a mortality and expense risk charge of 0.90% (on an annual basis) of the average daily net assets of the variable account. Ex. A at p. 5.

32. The Contract defines its "Mortality and Expense Risk Charge" as follows:

This is a charge [Defendant] deduct[s] from the assets of the subaccounts to compensate [Defendant] for assuming the mortality and expense risks for this contract. This charge is shown in Section 1, Contract Data.

Ex. A at p. 10.

33. The Contract also authorizes Defendant to take from the contract value a "Monthly Deduction." The Monthly Deduction is:

The amount [Defendant] deduct[s] on the monthly anniversary day from the contract value to pay the cost of insurance, monthly expense charge, any applicable increase expense charge, and the cost of any additional benefits provided by riders for the month beginning on that monthly anniversary day.

Ex. A at p. 10.

34. The Contract and Class Contracts expressly identify how the Monthly Deduction is calculated:

[Defendant] will make a monthly deduction from the contract value on each monthly anniversary day equal to the sum of the following:

(1) the cost of insurance, as described in Section 9.7, Cost of Insurance;

(2) the monthly expense charge and any applicable increase expense charge, as shown in Section 1, Contract Data; and

(3) the cost of any additional benefits provided by riders for the contract month.

Ex. A at p. 18.

35. The Contract authorizes Defendant to deduct a monthly expense charge in the amount of \$26 per month for the first contract year and \$6 per month after the first contract year for all remaining contract years. Ex. A at p. 5.

36. The Contract defines its “Monthly Expense Charge” as follows:

This is a charge [Defendant] deduct[s] from the contract value on each monthly anniversary day to compensate [Defendant] for the costs associated with administration of the contract. This charge is shown in Section 1, Contract Data.

Ex. A at p. 10.

37. The Contract also authorizes Defendant to deduct an increase expense charge of \$20 per month for 12 months following each increase in specified amount. Ex. A at p. 4.

38. In addition to setting the maximum amounts Defendant is authorized to deduct for expense charges, the Contract expressly identifies a separate cost of insurance charge deducted from the contract value each month.

39. The “Cost of Insurance” is defined in the Contract as:

The charge [Defendant] make[s] for providing pure insurance protection using the current cost of insurance rates for this contract. It does not include the cost of any additional benefits provided by riders.

Ex. A at p. 10.

40. The Contract identifies how the cost of insurance is calculated:

The cost of insurance on any monthly anniversary day is equal to:

$$\underline{Q \times (R - S)}$$

1000

“Q” is the cost of insurance rate (as described in Section 2, Monthly Cost of Insurance Rates).

“R” is the Insured’s death benefit on that day divided by no less than 1.0032737.

“S” is the contract value, as described in Section 9.2, Contract Value, prior to subtracting the cost of insurance.

Ex. A at p. 18.

41. The Contract discloses how the monthly cost of insurance rates (“Q” in the above paragraph) will be determined:

The monthly cost of insurance rates used in calculating the cost of insurance on each monthly anniversary day are based on the Insured’s age, number of completed contract years, sex, and risk class.

The cost of insurance rates used will be determined by [Defendant] based on [Defendant’s] expectations as to future mortality experience. Any change in the current cost of insurance rates will be on a uniform basis for Insureds of the same age, sex and risk class whose contracts have been in force the same length of time. The current cost of insurance rates will never be increased to recover losses incurred, or decreased to distribute gains realized by [Defendant] prior to the change.

The cost of insurance rates used will not exceed those shown in the tables below. These rates are based on the 1980 Commissioners Standard Ordinary Smoker or Nonsmoker Mortality Table, age last birthday. The guaranteed maximum cost of insurance rates for special risk classes will be adjusted appropriately.

Ex. A at p. 8.

42. Age, number of completed contract years, sex, and risk class are factors commonly used within the life insurance industry to determine the mortality expectations of an insured or group or class of insureds.

43. Because the Contract specifically identifies age, number of completed contract years, sex, and risk class in the cost of insurance provisions, and expressly states that the cost of insurance rates actually used will be determined based on Defendant’s expectations as to future

mortality experience, the parties agreed that Defendant's mortality expectations are what determine cost of insurance rates under the Contract.

44. Like the Contract, the Class Contracts disclose similar periodic deductions that Defendant is authorized to take from contract owners' contract values, including specifically, cost of insurance charges that are calculated using rates that Defendant must determine based on its expectation as to future mortality experience and separate expense charges.

45. Although the Contract and Class Contracts authorize Defendant to determine cost of insurance rates based on its "expectations as to future mortality experience," based on information and belief, Defendant does not determine cost of insurance rates based on its "expectations as to future mortality experience." Defendant considers and uses other unauthorized factors to determine such rates, including without limitation, expenses.

46. By failing to determine cost of insurance rates based on its "expectations as to future mortality experience," Defendant causes those rates to be higher than what is explicitly authorized by the Contract and Class Contracts.

47. By failing to determine cost of insurance rates based on its expectations as to future mortality experience, Defendant repeatedly breaches the Contract and Class Contracts by impermissibly inflating those rates such that they exceed Defendant's "expectations as to future mortality experience."

48. The higher cost of insurance rates used by Defendant cause the monthly cost of insurance charge to be greater than what is explicitly authorized by the Contract and Class Contracts. Consequently, Defendant withdraws from the contract value amounts for the cost of insurance that are greater than those authorized under the Contract and Class Contracts.

49. Each of Defendant's past and future cost of insurance deductions from the contract values of Plaintiff and the class constitutes separate breaches of contract.

50. As a direct and proximate result of Defendant's breaches, Plaintiff and the class have been damaged, and those damages are continuing in nature in that Defendant has deducted and will continue to deduct cost of insurance charges from the contract values of contract owners in unauthorized amounts.

51. By loading cost of insurance rates with expense experience factors, Defendant repeatedly breaches the Contract and Class Contracts by impermissibly deducting amounts from the contract values of Plaintiff and the class in excess of the expense charge amounts expressly authorized by the Contract and Class Contracts.

52. Defendant's inclusion of expense loads in the cost of insurance rates is not authorized under the expense provisions of the Contract. Indeed, Defendant charged contract owners the expense amounts authorized under the Contract's and Class Contracts' expense provisions, and therefore, did not have authorization to deduct additional expenses through cost of insurance charges.

53. Each of Defendant's deductions for expenses in excess of the maximum expense charge amounts constitutes separate breaches of contract.

54. As a direct and proximate result of Defendant's breaches, therefore, Plaintiff and the class have been damaged and those damages are continuing in nature in that Defendant has deducted and will continue to deduct expenses from the contract values of Plaintiff and the class in amounts not authorized by the Contract and Class Contracts.

55. The nature of Defendant's conduct is such that Plaintiff and each member of the class would be unaware that Defendant was taking inflated charges and improper amounts from

contract values. Defendant possesses the actuarial information and equations underlying the computation of rates and charges for the Contract. The cost of insurance rates used to calculate cost of insurance charges are not disclosed to contract owners, nor are the components or factors used to determine those rates. And, even if they were, Plaintiff and the members of the class would lack the knowledge, experience, or training to reasonably ascertain how Defendant calculated the rates and charges included in the Contract.

56. Because of its superior knowledge of the aforementioned computations, Defendant was aware that Plaintiff and each member of the class did not know about the improper deductions. Defendant sent Plaintiff and the class annual statements each year that identified each month's cost of insurance charge but did not disclose the factors Defendant considered and used to determine the cost of insurance rates. Plaintiff did not learn of Defendant's breaches until after he had engaged counsel, who consulted an actuarial expert.

57. Plaintiff did not discover, nor could he have discovered through reasonable diligence, the facts establishing Defendant's breaches or the harm caused thereby.

CLASS ACTION ALLEGATIONS

58. Pursuant to Missouri Rules of Civil Procedure 52.08(a), 52.08(b)(1), 52.08(b)(2), 52.08(b)(3) and/or 52.08(c)(4), Plaintiff brings this action on behalf of himself and all contract owners similarly situated, and seeks to represent the following class:

All persons who own or owned a life insurance contract, that is a security, issued or administered by Defendant, the terms of which provide or provided for: (1) an insurance or cost of insurance charge or deduction calculated using a rate that is determined based on Defendant's expectations as to future mortality experience; (2) additional but separate contract charges, deductions, or expenses; (3) an investment, interest-bearing, or savings component; and (4) a death benefit.

59. Excluded from the class is Defendant, any entity in which Defendant has a controlling interest, any of the officers, directors, or employees of the Defendant, the legal

representatives, heirs, successors, and assigns of the Defendant, anyone employed with Plaintiff's counsels' firms, any Judge to whom this case is assigned, and his or her immediate family. Also excluded from the class is any contract that explicitly discloses all of the factors on which Defendant based its determination of cost of insurance rates and charges.

60. Plaintiff's claims satisfy the numerosity, typicality, adequacy, commonality and superiority requirements under Missouri Rule of Civil Procedure 52.08, as set forth more fully herein.

61. The persons who fall within the class number in at least the hundreds, and thus the numerosity standard is satisfied. Because class members are geographically dispersed across the country, joinder of all class members in a single action is impracticable.

62. Class members are readily ascertainable from information and records in Defendant's possession, custody, or control. Notice of this action can readily be provided to the class.

63. There are questions of law and fact common to the claims of Plaintiff and the class that predominate over any questions affecting only individual class members. The questions of law and fact arising from Defendant's actions that are common to the class include, without limitation:

- (a) Whether Defendant is permitted by the Class Contracts to determine cost of insurance rates that are not based on its expectations as to future mortality experience;
- (b) Whether Defendant determines cost of insurance rates that are not based on its expectations as to future mortality experience;
- (c) Whether Defendant is permitted by the Class Contracts to consider and use unauthorized factors to determine the monthly cost of insurance rates used to calculate cost of insurance charges;

- (d) Whether Defendant considered, added, included, used, or relied on unauthorized factors to determine the monthly cost of insurance rates used to calculate cost of insurance charges;
- (e) Whether Defendant is permitted by the Class Contracts to charge expense amounts to contract owners in excess of the amounts disclosed in the Class Contracts;
- (f) Whether Defendant charged expense amounts to contract owners in excess of the amounts disclosed in the Class Contracts;
- (g) Whether Defendant breached the terms of the Class Contracts;
- (h) Whether the class sustained damages as a result of Defendant's breaches of contract;
- (i) Whether the class is entitled to damages, restitution, and/or other equitable relief; and
- (j) Whether the class, or a subset of the class, is entitled to declaratory relief stating the proper construction and/or interpretation of the Class Contracts.

64. The questions set forth above predominate over any questions affecting only individual persons, and a class action is superior with respect to considerations of consistency, economy, efficiency, fairness, and equity to other available methods for the fair and efficient adjudication of the claims asserted herein.

65. Plaintiff's claims are typical of the claims of the class in that Plaintiff and the class members all purchased contracts containing the same or similar limitations on the amounts that Defendant could charge its contract owners under the express terms of the Contract and Class Contracts.

66. Plaintiff will fairly and adequately protect and represent the interests of the proposed class, because his interests are aligned with, and not antagonistic to, those of the proposed class, and he is represented by counsel who are experienced and competent in the

prosecution of class action litigation, and have particular expertise with class action litigation on behalf of owners of universal life insurance contracts.

67. Maintenance of this action as a class action is a fair and efficient method for adjudicating this controversy. It would be impracticable and undesirable for each member of the class to bring a separate action. Because of the relatively small size of individual class members' claims, absent a class action, most class members would likely find the cost of litigating their claims prohibitively high and would have no effective remedy. In addition, the maintenance of separate actions would place a substantial and unnecessary burden on the courts and could result in inconsistent adjudications, while a single class action can determine, with judicial economy, the rights of all class members.

COUNT I: BREACH OF CONTRACT
(Cost of Insurance Charge)

68. The preceding paragraphs are incorporated by reference as if fully alleged herein.

69. Plaintiff and the class purchased life insurance contracts—the Contract and Class Contracts—from Defendant.

70. The Contract and Class Contracts are valid and enforceable contracts between the Defendant and Plaintiff and class members.

71. Plaintiff and the class substantially performed their obligations under the terms of the Contract and Class Contracts.

72. Defendant considers and uses unauthorized factors to determine its monthly cost of insurance rates.

73. Defendant does not determine cost of insurance rates based on its expectations as to future mortality experience.

74. Defendant impermissibly causes cost of insurance rates to be higher for the Contract and the Class Contracts.

75. Because Defendant calculates cost of insurance charges using monthly cost of insurance rates that are higher than those authorized by the Contract and Class Contracts, Defendant has deducted and will deduct cost of insurance charges from the contract values of Plaintiff and the class in amounts greater than those authorized by their contracts.

76. Defendant's practice of deducting charges in amounts not authorized by the Contract and Class Contracts results in repeated breaches of the contracts.

77. As a direct and proximate result of Defendant's breaches, Plaintiff and the class have sustained damages that are continuing in nature in an amount to be determined at trial.

COUNT II: BREACH OF CONTRACT
(Expense Charges)

78. The preceding paragraphs are incorporated by reference as if fully alleged herein.

79. By loading monthly cost of insurance rates with expense factors, Defendant impermissibly deducts expense charges from the contract values of Plaintiff and the class in amounts in excess of the maximum expense charges expressly authorized by their contracts.

80. By deducting unauthorized expense charges from the contract values of Plaintiff and the class, Defendant has breached and continues to breach the Contract and Class Contracts.

81. As a direct and proximate result of Defendant's breaches, Plaintiff and the class have sustained damages that are continuing in nature in an amount to be determined at trial.

COUNT III: BREACH OF CONTRACT
(Improving Expectations as to Future Mortality Experience)

82. The preceding paragraphs are incorporated by reference as if fully alleged herein.

83. The Contract and Class Contracts require Defendant to determine cost of insurance rates based on its expectations as to future mortality experience.

84. Although its mortality expectations have generally improved because people are living longer today than when the Contract and Class Contracts were initially priced, Defendant has, on information and belief, failed to reduce monthly cost of insurance rates for the Contract and Class Contracts to reflect those improved mortality expectations.

85. Defendant's failure to reduce these rates even though its expectations of future mortality experience improved constitutes breaches of the Contract and Class Contracts.

86. As a direct and proximate result of Defendant's breaches, Plaintiff and the class have sustained damages that are continuing in nature in an amount to be determined at trial.

COUNT IV: DECLARATORY AND INJUNCTIVE RELIEF

87. The preceding paragraphs are incorporated by reference as if fully alleged herein.

88. An actual controversy has arisen and now exists between Plaintiff and the class, on the one hand, and Defendant, on the other, concerning the respective rights and duties of the parties under the Contract and Class Contracts.

89. Plaintiff contends that Defendant has breached the Contract and Class Contracts in the following respects:

- (a) By failing to determine cost of insurance rates based on its expectations as to future mortality experience, Defendant impermissibly increased monthly cost of insurance rates for the Contract and Class Contracts and, as a result, withdrew cost of insurance charges from the contract values of Plaintiff and the class in an amount greater than those authorized by the Contract and Class Contracts.
- (b) By inflating monthly cost of insurance rates with unauthorized expense factors, Defendant impermissibly deducted expenses from the contract values of Plaintiff and the class in amounts in excess of the maximum expense charges expressly authorized by the Contract and Class Contracts.

- (c) By failing to reduce cost of insurance rates to reflect Defendant's improving expectations as to future mortality experience.

90. Plaintiff therefore seeks a declaration of the parties' respective rights and duties under the Contract and Class Contracts and requests the Court declare the aforementioned conduct of Defendant unlawful and in material breach of the Contract and Class Contracts so that future controversies may be avoided.

91. Pursuant to a declaration of the parties' respective rights and duties under the Contract and Class Contracts, Plaintiff further seeks an injunction enjoining Defendant (1) from continuing to engage in conduct in breach of the Contract and Class Contracts, and from continuing to collect unlawfully inflated charges in violation of the Contract and Class Contracts; and (2) ordering Defendant to comply with the terms of the Contract and Class Contracts in regards to its assessment of charges against Plaintiff and class members' contract values.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all others similarly situated, requests relief and judgment against Defendant as follows:

- (a) That the Court enter an order certifying the class, appointing Plaintiff as a representative of the class, appointing Plaintiff's counsel as class counsel, and directing that reasonable notice of this action, as provided by Missouri Rule of Civil Procedure 52.08(c)(2), be given to the class;
- (b) For a judgment against Defendant for the causes of action alleged against it;
- (c) For damages in an amount to be proven at trial;
- (d) For a declaration that Defendant's conduct as alleged herein is unlawful and in material breach of the Contract and Class Contracts;

- (e) For appropriate injunctive relief, enjoining Defendant from continuing to engage in conduct related to the breach of the Contract and Class Contracts;
- (f) For pre-judgment and post-judgment interest at the maximum rate permitted by law;
- (g) For Plaintiff's attorney's fees;
- (h) For Plaintiff's costs incurred; and
- (i) For such other relief in law or equity as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable.

October 1, 2019

Respectfully submitted,

STUEVE SIEGEL HANSON LLP

s/ Patrick J. Stueve

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COUNSEL FOR PLAINTIFF

J. GREGORY SHELDON

EXHIBIT A

FOR INFORMATION, CALL (816) 753-7000.

***Flexible Premium Variable
Life Insurance Contract
Nonparticipating***

Adjustable death benefit. Death proceeds payable at death of Insured prior to maturity date. Cash surrender value, if any, payable on maturity date. Flexible premiums payable until maturity date or prior death of Insured.

The amount and duration of the death benefit may increase or decrease as described in this contract, depending on the investment experience of the subaccounts.

The contract value of this contract may increase or decrease daily depending on the investment experience of the subaccounts. There is no guaranteed minimum contract value.

Kansas City Life Insurance Company will pay the proceeds of this contract according to the provisions on this and the following pages, all of which are part of this contract. This contract is a legal contract between you and Kansas City Life Insurance Company. READ YOUR CONTRACT CAREFULLY.

Signed for Kansas City Life Insurance Company, a stock company, at its Home Office, 3520 Broadway, PO Box 219139, Kansas City, MO 64121-9139.



Secretary
Right to Examine Contract



President

You may cancel your contract for a refund during your free look period. This period expires 20 days after you receive the contract, 45 days after your application is signed, or 10 days after we mail or deliver a cancellation notice, whichever is latest. If you decide to cancel the contract, you must return it by mail or delivery to the Home Office or to the authorized Kansas City Life agent who sold it. Immediately after the mailing or delivery, the contract will be deemed void from the beginning. Within seven calendar days after we receive the returned contract, we will refund the premiums paid.

Contract Number
5020182

Insured
J Gregory Sheldon

**SEE ATTACHED
ENDORSEMENT**

Agency
K010



**KANSAS CITY LIFE
INSURANCE COMPANY**

GUIDE TO CONTRACT PROVISIONS

	Page
Section 1: Contract Data	3
Section 2: Monthly Cost of Insurance Rates	8
Section 3: Definition of Certain Terms	9
Section 4: Contract Proceeds	11
Section 5: General Provisions	12
5.1 Contract	12
5.2 Incontestability	12
5.3 Suicide	12
5.4 Age and Sex	12
5.5 Termination of Coverage	13
5.6 Modifications	13
5.7 Nonparticipating	13
5.8 Annual Report	13
Section 6: Premium and Reinstatement Provisions	13
Section 7: Ownership, Assignment and Beneficiary Provisions	15
Section 8: Contract Change Provisions	16
Section 9: Contract Values	17
Section 10: Loan Provisions	19
Section 11: The Variable Account	20
Section 12: Transfer Privilege	21
Section 13: Settlement Options	22

A copy of the original application and any additional benefits provided by rider or endorsement follow page 24.

SECTION 1. CONTRACT DATA

CONTRACT NUMBER
5020182

BENEFICIARY
As stated in the application
or in the last beneficiary
designation filed with us.

INSURED
J Gregory Sheldon

OWNER
The Insured

INITIAL
SPECIFIED AMOUNT
\$100,000

ISSUE AGE
■

CONTRACT DATE
Dec 28, 2000

SEX
Male

MATURITY DATE*
Dec 28, 2048

MINIMUM SPECIFIED AMOUNT
\$100,000

GUARANTEED MONTHLY PREMIUM
DURING GUARANTEED PAYMENT
PERIOD
\$137.00**

GUARANTEED PAYMENT PERIOD
First five years following the
Contract Date, or Five Years
following the effective date of an
increase in the specified amount.

AGENCY
3143

*Coverage may expire prior to
the maturity date if the
cash surrender value or
premium payments are
insufficient as described in
Section 6.8, Grace Period.

**This amount will change if
you increase or decrease the
specified amount, add or
delete any riders or
supplemental benefits.

SECTION 1. CONTRACT DATA (CONTINUED)

DATE PREPARED: 12/28/2000

Insured
J Gregory SheldonContract Number Kng04
5020182

PLANNED PREMIUM PAYMENT: \$100.00 MONTHLY

FORM NO.	BENEFIT DESCRIPTION	SPECIFIED AMOUNT	RISK CLASS	MONTHLY COST OF INSURANCE
J146MO	Coverage Option A: Death benefit equals the specified amount at the time of death. (Effective: Dec 28, 2000)	\$100,000 *	Nonsmoker	See Section 2

*This is the initial specified amount on the contract date. The specified amount may be changed as provided in Section 8, Contract Change Provisions.

(Continued On Following Page)

SECTION 1. CONTRACT DATA (CONTINUED)

DATE PREPARED: 12/28/2000

INSURED
J Gregory SheldonPOLICY NUMBER
5020182

KNG04

FORM NO.	BENEFIT DESCRIPTION	SPECIFIED AMOUNT	RISK CLASS	MONTHLY COST OF INSURANCE
R168MO	Other Insured Term Life Insurance Rider (J Gregory Sheldon) (Effective: Dec 28, 2000)	\$50,000	Nonsmoker	See rider

INSURED
J Gregory Sheldon

POLICY NUMBER
5020182

PREMIUM EXPENSE CHARGE

2.25% deducted from each premium payment.

MONTHLY EXPENSE CHARGE

First Contract Year: \$26.00 per month.
After First Contract Year: \$6.00 per month.

INCREASE EXPENSE CHARGE

For 12 months following each increase in specified amount:
\$20.00 per month.

MORTALITY AND EXPENSE RISK CHARGE

The mortality and expense risk charge is 0.90% (on an annual basis) of the average daily net assets of the variable account.

PARTIAL SURRENDER FEE

The partial surrender fee is the lesser of : (a) 2% of the amount surrendered; or (b) \$25.00.

SURRENDER CHARGE

There is a 15 year surrender charge period for the initial specified amount. The surrender charge consists of two parts, a Deferred Administrative Expense and Deferred Sales Load. A surrender charge will be deducted in the event of a full surrender or a decrease in the specified amount, including a specified amount reduction as a result of a partial surrender under Coverage Option A.

The Deferred Administrative Expense is an amount per \$1,000 of specified amount and will grade down to at the end of fifteen years based on the following schedule:

TABLE OF DEFERRED ADMINISTRATIVE EXPENSES
PER \$1,000 OF SPECIFIED AMOUNT

END OF CONTRACT YEAR *	DEFERRED ADMINISTRATIVE EXPENSE
-----	-----
0-5	\$5.00
6	\$4.50
7	\$4.00
8	\$3.50
9	\$3.00
10	\$2.50
11	\$2.00
12	\$1.50
13	\$1.00
14	\$0.50
15	\$0.00

*End of contract year means completed contract years or number of completed years following an increase in specified amount.

The Deferred Administrative Expense listed above is applicable at the end of each contract year. After the fifth contract year the Deferred Administrative Expense between contract years will be pro-rated monthly. The charge for the first five contract years will be level.

INSURED
J Gregory Sheldon

POLICY NUMBER KNG04
5020182

SURRENDER CHARGE (Continued)

The Deferred Sales Load is 30% of the premiums paid up to \$8,784.

The surrender charge is the sum of the Deferred Administrative Expense and the Deferred Sales Load. The surrender charge will not exceed the amount shown in the following table. The maximum surrender charge is applicable throughout each contract year.

TABLE OF MAXIMUM SURRENDER CHARGES

CONTRACT YEAR	AMOUNT AT END OF YEAR
1	\$3,135.0\$
2	\$3,135.0\$
3	\$3,120.0\$
4	\$3,059.0\$
5	\$2,997.0\$
6	\$2,933.0\$
7	\$2,869.0\$
8	\$2,803.0\$
9	\$2,736.0\$
10	\$2,445.9\$
11	\$1,955.9\$
12	\$1,466.9\$
13	\$977.9\$
14	\$489.0\$
15	.0\$

There will not be a surrender charge after the end of the 15th contract year, unless you have requested an increase in the specified amount. When a requested increase in the specified amount is made, an additional surrender charge and surrender charge period will be applicable for 15 years following the effective date of the increase in specified amount. We will then provide an updated table. The additional surrender charge will apply only if the increase is in connection with an increase as provided in Section 8.2, Changes in Specified Amount, or, if applicable, under the terms of the Option to Increase Specified Amount Rider.

Insured
J Gregory Sheldon

Contract Number
5020182

INVESTMENT OPTIONS

KCL Fixed Account

Subaccounts that invest in the Kansas City Life Variable Life
Separate Account:

MFS Emerging Growth Series
MFS Research Series
MFS Total Return Series
MFS Utilities Series
MFS Global Governments Series
MFS Bond Series
American Century VP Capital Appreciation
American Century VP Income and Growth
American Century VP International
American Century VP Value
Federated American Leaders Fund II
Federated High Income Bond Fund II
Federated International Small Company Fund II
*Federated Prime Money Fund II
Dreyfus Appreciation Portfolio
Dreyfus Small Cap Portfolio
Dreyfus Stock Index Fund
The Dreyfus Socially Responsible Growth Fund, Inc.
J.P. Morgan U.S. Disciplined Equity Portfolio
J.P. Morgan Small Company Portfolio
Franklin Real Estate Fund (Class 2)
Franklin Small Cap Fund (Class 2)
Templeton Developing Markets Securities Fund (Class 2)
Templeton International Securities Fund (Class 2)
Calamos Convertible Portfolio
AIM V.I. Dent Demographic Trends Fund
AIM V.I. Telecommunications and Technology Fund
AIM V.I. Value Fund
Seligman Capital Portfolio (Class 2)
Seligman Communications and Information Portfolio (Class 2)

* The Federated Prime Money Fund II subaccount is referred to in this contract as the money market subaccount.

Section 2: Monthly Cost of Insurance Rates

The monthly cost of insurance rates used in calculating the cost of insurance on each monthly anniversary day are based on the Insured's age, number of completed contract years, sex, and risk class.

The cost of insurance rates used will be determined by us based on our expectations as to future mortality experience. Any change in the current cost of insurance rates will be on a uniform basis for Insureds of the same age, sex and risk class whose contracts have been in force the same length of time. The current cost of insurance rates will never be increased to recover losses incurred, or decreased to distribute gains realized by us prior to the change.

The cost of insurance rates used will not exceed those shown in the tables below. These rates are based on the 1980 Commissioners Standard Ordinary Smoker or Nonsmoker Mortality Table, age last birthday. The guaranteed maximum cost of insurance rates for special risk classes will be adjusted appropriately.

Table of Guaranteed Maximum Monthly Cost of Insurance Rates per \$1,000 -- Smoker Rates

Age	Male	Female	Age	Male	Female	Age	Male	Female
15	\$.14669	\$.08001	42	\$.41517	\$.31677	68	\$4.04883	\$2.09605
16	\$.16336	\$.08418	43	\$.45521	\$.34345	69	\$4.38161	\$2.25256
17	\$.17503	\$.09001	44	\$.49942	\$.37014	70	\$4.74912	\$2.43760
18	\$.18420	\$.09251	45	\$.54613	\$.39849	71	\$5.16234	\$2.67212
19	\$.19004	\$.09501	46	\$.59452	\$.42768	72	\$5.62985	\$2.95956
20	\$.19337	\$.09751	47	\$.64709	\$.45771	73	\$6.14840	\$3.30170
21	\$.19337	\$.09918	48	\$.70383	\$.49024	74	\$6.71732	\$3.69191
22	\$.19004	\$.10168	49	\$.76559	\$.52611	75	\$7.32578	\$4.12444
23	\$.18670	\$.10418	50	\$.83403	\$.56449	76	\$7.94851	\$4.57248
24	\$.18170	\$.10668	51	\$.91166	\$.60537	77	\$8.57457	\$5.04701
25	\$.17586	\$.10918	52	\$.99933	\$.65209	78	\$9.20819	\$5.54895
26	\$.17253	\$.11334	53	\$1.09871	\$.70383	79	\$9.87149	\$6.09611
27	\$.17086	\$.11668	54	\$1.20729	\$.75640	80	\$10.58673	\$6.70972
28	\$.17086	\$.12084	55	\$1.32342	\$.81066	81	\$11.37460	\$7.40696
29	\$.17336	\$.12585	56	\$1.44626	\$.86408	82	\$12.24905	\$8.20088
30	\$.17753	\$.13169	57	\$1.57581	\$.91416	83	\$13.19604	\$9.11908
31	\$.18336	\$.13669	58	\$1.71210	\$.96343	84	\$14.18421	\$10.11631
32	\$.19087	\$.14252	59	\$1.85845	\$1.01603	85	\$15.18033	\$11.17773
33	\$.20087	\$.15002	60	\$2.02158	\$1.07866	86	\$16.16033	\$12.29516
34	\$.21255	\$.15836	61	\$2.20568	\$1.15717	87	\$17.16810	\$13.45788
35	\$.22672	\$.16753	62	\$2.41331	\$1.25825	88	\$18.22021	\$14.67216
36	\$.24339	\$.18170	63	\$2.64531	\$1.38107	89	\$19.26842	\$15.93752
37	\$.26424	\$.19837	64	\$2.89921	\$1.51813	90	\$20.32834	\$17.34402
38	\$.28758	\$.21755	65	\$3.16834	\$1.66276	91	\$21.43307	\$18.86254
39	\$.31427	\$.23839	66	\$3.45019	\$1.80994	92	\$22.71710	\$20.55222
40	\$.34512	\$.26340	67	\$3.74228	\$1.95213	93	\$24.36889	\$22.54368
41	\$.37847	\$.29008				94	\$26.62993	\$25.22305

Section 2: Monthly Cost of Insurance Rates
(continued)

Table of Guaranteed Maximum Monthly Cost of Insurance Rates per \$1,000 -- Nonsmoker Rates

Age	Male	Female	Age	Male	Female	Age	Male	Female
0	\$.21907	\$.15680	32	\$.12669	\$.11084	64	\$1.67447	\$1.07533
1	\$.08585	\$.07001	33	\$.13169	\$.11501	65	\$1.85761	\$1.18974
2	\$.08209	\$.06667	34	\$.13752	\$.12001	66	\$2.05589	\$1.30838
3	\$.08044	\$.06500	35	\$.14419	\$.12585	67	\$2.26846	\$1.42954
4	\$.07709	\$.06376	36	\$.15169	\$.13419	68	\$2.49956	\$1.55491
5	\$.07335	\$.06208	37	\$.16170	\$.14419	69	\$2.75590	\$1.69454
6	\$.06917	\$.06041	38	\$.17253	\$.15502	70	\$3.04592	\$1.85845
7	\$.06500	\$.05917	39	\$.18420	\$.16670	71	\$3.37720	\$2.05840
8	\$.06250	\$.05792	40	\$.19837	\$.18086	72	\$3.75991	\$2.30362
9	\$.06125	\$.05708	41	\$.21338	\$.19587	73	\$4.19334	\$2.59756
10	\$.06250	\$.05708	42	\$.22922	\$.21087	74	\$4.67004	\$2.93610
11	\$.06750	\$.05874	43	\$.24673	\$.22588	75	\$5.18002	\$3.31428
12	\$.07667	\$.06125	44	\$.26590	\$.24089	76	\$5.71919	\$3.72382
13	\$.08918	\$.06458	45	\$.28758	\$.25757	77	\$6.28340	\$4.16309
14	\$.10334	\$.06874	46	\$.31093	\$.27508	78	\$6.87613	\$4.63892
15	\$.11334	\$.07168	47	\$.33594	\$.29426	79	\$7.51607	\$5.16656
16	\$.12335	\$.07501	48	\$.36346	\$.31427	80	\$8.22375	\$5.76724
17	\$.13085	\$.07751	49	\$.39348	\$.33678	81	\$9.01810	\$6.45895
18	\$.13585	\$.08001	50	\$.42768	\$.36180	82	\$9.91569	\$7.25729
19	\$.13919	\$.08251	51	\$.46689	\$.38932	83	\$10.91280	\$8.15937
20	\$.14002	\$.08418	52	\$.51193	\$.42101	84	\$11.99040	\$9.15556
21	\$.13835	\$.08584	53	\$.56365	\$.45604	85	\$13.12418	\$10.23537
22	\$.13585	\$.08668	54	\$.62122	\$.49191	86	\$14.29994	\$11.39164
23	\$.13252	\$.08834	55	\$.68547	\$.53028	87	\$15.49991	\$12.62319
24	\$.12919	\$.09001	56	\$.75557	\$.56865	88	\$16.71910	\$13.93142
25	\$.12502	\$.09168	57	\$.82986	\$.60620	89	\$17.97489	\$15.32721
26	\$.12252	\$.09418	58	\$.91250	\$.64374	90	\$19.28573	\$16.82248
27	\$.12084	\$.09584	59	\$1.00518	\$.68630	91	\$20.68242	\$18.45266
28	\$.12001	\$.09834	60	\$1.10873	\$.73637	92	\$22.21791	\$20.28063
29	\$.12001	\$.10168	61	\$1.22400	\$.79814	93	\$24.04370	\$22.43826
30	\$.12084	\$.10418	62	\$1.35684	\$.87493	94	\$26.50347	\$25.22305
31	\$.12335	\$.10751	63	\$1.50727	\$.96927			

Section 3: Definition of Certain Terms

The following are key words used in the contract and are important in describing both your rights and ours. As you read this contract, refer back to these definitions.

3.1 Accumulation Unit

An accounting unit used to calculate the variable account value. It is a measure of the net investment results of each of the variable subaccounts.

3.2 Age

Age means the age on the Insured's last birthday as of each contract anniversary. This contract is issued at the age last birthday shown in Section 1,

Contract Data which is the Insured's age on the contract date. If the contract date falls on the birthday of the Insured, the age will be the age attained by the Insured on the contract date.

3.3 Allocation Date

The date on which the initial net premium is allocated to the money market subaccount. The allocation date is the later of the date when all underwriting and other requirements have been met and your application has been approved, or the date the initial premium is received at the Home Office.

3.4 Beneficiary

The beneficiary is the person you have designated in the application or in the last beneficiary

Section 3: Definition of Certain Terms (continued)

designation filed with us to receive any proceeds payable under this contract at the death of the Insured.

3.5 Cash Surrender Value

The contract value at the time of surrender less applicable surrender charges, and any contract indebtedness.

3.6 Contract Anniversary

The same day and month as the contract date each year that the contract remains in force.

3.7 Contract Date

The date from which contract months, years and anniversaries are computed. The incontestability and suicide periods for the initial specified amount are measured from this date.

3.8 Contract Value

The sum of the variable account value and the fixed account value (including the loan account value). These values are described in more detail in Section 9, Contract Values.

3.9 Contract Year

Any period of twelve months starting with the contract date and each contract anniversary thereafter.

3.10 Cost of Insurance

The charge we make for providing pure insurance protection using the current cost of insurance rates for this contract. It does not include the cost of any additional benefits provided by riders.

3.11 Coverage Options

Option A provides a death benefit at least equal to the specified amount at the time of death. Option B provides a death benefit at least equal to the specified amount plus the contract value, both at the time of death.

3.12 Fixed Account

An account that is part of our general account, and is not part of or dependent on the investment performance of the variable account.

3.13 Fixed Account Value

The contract value in the fixed account.

3.14 The Insured

The person whose life is insured under this contract.

3.15 Maturity Date

The date shown in Section 1, Contract Data, when coverage terminates and the cash surrender value, if any, is paid.

3.16 Monthly Anniversary Day

The day of each month when we make the monthly deduction for this contract. It is the same day of each month as shown in the contract date or the last day of the month for those months not having such a day.

3.17 Monthly Deduction

The amount we deduct on the monthly anniversary day from the contract value to pay the cost of insurance, monthly expense charge, any applicable increase expense charge, and the cost of any additional benefits provided by riders for the month beginning on that monthly anniversary day.

3.18 Monthly Expense Charge

This is a charge we deduct from the contract value on each monthly anniversary day to compensate us for the costs associated with administration of the contract. This charge is shown in Section 1, Contract Data.

3.19 Mortality and Expense Risk Charge

This is a charge we deduct from the assets of the subaccounts to compensate us for assuming the mortality and expense risks for this contract. This charge is shown in Section 1, Contract Data.

3.20 Net Investment Factor

The ratio of the subaccount performance of the current valuation day to the immediately prior valuation day. The subaccount performance includes gains or losses in the subaccounts, dividends paid, any capital gains or losses, any taxes, and mortality and expense risk charges.

3.21 Net Premium

The premium payment minus the applicable premium expense charge.

3.22 Nonsmoker

A rate class that defines an Insured who does not use tobacco products in any form at the time of the application.

3.23 Owner

The person entitled to exercise all rights and privileges provided in the contract.

3.24 Planned Premium Payments

The amount and frequency of premium payments you elected to pay in your last application. This is only an indication of your preference of future

Section 3: Definition of Certain Terms (continued)

premium payments. You may change the amount and frequency of premium payments at any time. Section 6.8, Grace Period, describes the amount of premium required to keep your contract in force. The actual amount and frequency of premium payments will affect the contract value and the amount and duration of insurance.

3.25 Premium Expense Charge

The premium expense charge is the amount we deduct from each premium payment. This charge is shown in Section 1, Contract Data.

3.26 Proceeds

The total amount we are obligated to pay under the terms of this contract.

3.27 Reallocation Date

The date the contract value in the money market subaccount is allocated to the subaccounts and to the fixed account based on the net premium payment allocation percentages specified in the application. The reallocation date is 30 days after the allocation date.

3.28 Smoker

A rate class that defines an Insured who uses tobacco products in any form at the time of the application.

3.29 Specified Amount

The amount of insurance coverage on the Insured. The actual death benefit will depend upon the coverage option in effect at the time of death.

3.30 Subaccounts

The division of accounts making up the variable account. The assets of each subaccount are invested in a corresponding portfolio of a designated mutual fund.

3.31 Valuation Day

Each day on which both the New York Stock Exchange and Kansas City Life are open for business.

3.32 Valuation Period

The interval of time commencing at the close of business one valuation day and ending at the close of business on the next succeeding valuation day.

3.33 Variable Account

The Kansas City Life Variable Life Separate Account. This is not part of our general account. The variable account has subaccounts each of which is invested in a corresponding portfolio of a designated mutual fund.

3.34 Variable Account Value

The total value of a contract allocated to subaccounts of the variable account.

3.35 We, Our, Us

Kansas City Life Insurance Company.

3.36 Written Notice

A written notice or notice in a form satisfactory to us, which is signed by the owner and received at the Home Office.

3.37 You, Your

The owner of this contract. The owner may be someone other than the Insured.

Section 4: Contract Proceeds

4.1 Payment of Proceeds

We will pay the cash surrender value to you if the Insured is living on the maturity date. If the Insured dies prior to this date, we will pay the death proceeds to the beneficiary upon receiving proof of the Insured's death while this contract is in force. When the proceeds are paid, this contract must be returned to us.

To the extent permitted by law, proceeds will not be subject to any claims of a beneficiary's creditors.

4.2 Amount of Proceeds Payable at Death

The amount of proceeds payable upon the Insured's death is determined according to the coverage option you have elected. The coverage option is shown in Section 1, Contract Data.

Coverage Option A

The death benefit will be the greater of:

- (1) the specified amount on the date of death; or
- (2) the contract value on the date of death multiplied by the corridor percentage as shown in the following table for the Insured's age on the date of death.

Coverage Option B

The death benefit will be the greater of:

- (1) the specified amount on the date of death, plus the contract value on the date of death; or
- (2) the contract value on the date of death multiplied by the corridor percentage as shown in the following table for the Insured's age on the date of death.

Section 4: Contract Proceeds (continued)

Death benefits under either coverage option will be increased by any benefits provided by riders in force at the Insured's death and any premiums received after the date of death. Death benefits will be decreased by any unpaid indebtedness.

The purpose of this corridor percentage is to ensure that your contract will not be disqualified as a life insurance contract under Section 7702 of the Internal Revenue Code, as amended.

Corridor Percentages

Age	Corridor Percentage	Age	Corridor Percentage
0-40	250%	60	130%
41	243%	61	128%
42	236%	62	126%
43	229%	63	124%
44	222%	64	122%
45	215%	65	120%
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%	75-90	105%
56	146%	91	104%
57	142%	92	103%
58	138%	93	102%
59	134%	94	101%

If changes occur in the Internal Revenue Code which would disqualify the contract as a life insurance contract, we reserve the right to amend the contract in order to make it qualify under any new federal income tax laws.

4.3 Proceeds Applied Under Settlement Options

Prior to the Insured's death you may elect to apply maturity or surrender proceeds under any settlement option described in Section 13, Settlement Options. The amount of proceeds will be equal to the cash surrender value.

4.4 Proceeds Payable Upon Surrender

The proceeds payable upon surrender will be the cash surrender value as defined in Section 9.9, Cash Surrender.

The amount of proceeds payable upon a partial surrender is defined in Section 9.10, Partial Surrenders.

4.5 Interest on Death Proceeds

We will pay interest on single sum death proceeds from the date of the Insured's death until the date of payment. Interest will be at an annual rate determined by us, but never less than the rate required by the state in which this contract is delivered.

Section 5: General Provisions

5.1 Contract

This contract and application and any supplemental applications are the entire contract. This contract is issued in consideration of the application and payment of the premiums. A copy of any application is attached when the contract is issued and any supplemental applications will be attached to or endorsed on the contract when the supplemental coverage becomes effective.

In the absence of fraud, all statements made in any applications either by you or by the Insured will be considered representations and not warranties. Statements may be used to contest a claim or the validity of this contract only if they are contained in an application.

5.2 Incontestability

After this contract has been in force during the Insured's lifetime for two years from the contract date, we cannot contest this contract, except if the contract lapses as described in Section 6.8, Grace Period.

Any increase in the specified amount will not be contested after the increase has been in force during the Insured's lifetime for two years following the effective date of the increase.

5.3 Suicide **SEE ATTACHED ENDORSEMENT**

If the Insured dies by suicide, while sane or insane, within two years of the contract date, the amount payable by us will be equal to the contract value less any indebtedness.

If the Insured dies by suicide, while sane, within two years after the effective date of any increase in the specified amount, the amount payable by us associated with such increase will be limited to the cost of insurance associated with the increase.

5.4 Age and Sex

If, while this contract is in force and the Insured is alive, it is determined that the age or sex of the Insured as stated in Section 1, Contract Data is not correct, we will adjust the contract value under this contract. The adjustment to the contract value will

Section 5: General Provisions (continued)

be the difference between the following two amounts accumulated at 4% interest annually. The two amounts are:

- (1) the cost of insurance deductions that have been made; and
- (2) the cost of insurance deductions that should have been made.

If, after the death of the Insured and while this contract is in force, it is determined that the age or sex of the Insured as stated in Section 1, Contract Data is not correct, the death benefit will be the net amount at risk that the most recent cost of insurance deductions at the correct age and sex would have provided plus the contract value on the date of death.

5.5 Termination of Coverage

Coverage under this contract terminates when any of the following events occur:

- (1) you request that coverage terminate;
- (2) the Insured dies;
- (3) the contract reaches the maturity date; or
- (4) the contract lapses, as described in Section 6.8, Grace Period, and the grace period ends without sufficient premiums being paid.

5.6 Modifications

Upon notice to you we may modify the contract, but only if such modification is necessary to:

- (1) make the contract or the variable account comply with any law or regulation issued by a governmental agency to which we are subject; or
- (2) assure continued qualification of the contract under the Internal Revenue Code or other federal or state laws relating to variable life contracts; or
- (3) reflect a change in the operation of the variable account; or
- (4) provide additional variable account and/or fixed accumulation options.

We reserve the right to modify the contract as necessary to attempt to prevent the contract owner from being considered the owner of the assets of the variable account. In the event of any such modification, we will issue an appropriate endorsement to the contract, if required.

5.7 Nonparticipating

This contract is nonparticipating. It will not participate in any of our profits, losses or surplus earnings.

5.8 Annual Report

At least annually we will send you a report about your contract. The report will show:

- (1) current specified amount;
- (2) current death benefit;
- (3) the contract value;
- (4) the value in the fixed account;
- (5) the number of accumulation units, the accumulation unit value and the total value in each of the subaccounts of the variable account;
- (6) cash surrender value;
- (7) partial surrenders since the last report;
- (8) premiums paid since the last report;
- (9) fixed account transactions since the last report;
- (10) all deductions since the last report;
- (11) the amount of any indebtedness;
- (12) loan repayments since the last report; and
- (13) the dollar amount, the number of accumulation units involved, and the accumulation unit value of each subaccount transaction.

Upon receiving your written request, we will send you a report at any other time during the year for a reasonable charge as determined by us.

Section 6: Premium and Reinstatement Provisions

6.1 Payment

Your first premium must be paid when the contract is delivered. After the first premium has been paid, subsequent premiums may be paid at any time. There is no insurance until the first premium is received by us. All premiums after the first are payable at the Home Office or to a representative authorized to receive premiums. A receipt signed by us will be furnished on request.

**Section 6: Premium and Reinstatement Provisions
(continued)**

6.2 Right to Refund

If we receive a premium payment which affects the tax qualification of this contract as described in Section 7702 of the Internal Revenue Code, as amended, we will inform you of this. We will offer you the choice of a refund of the premium, or the option to increase the specified amount subject to our underwriting requirements. If you choose to increase the specified amount, and the Insured fails to meet our underwriting requirements for the required increase in coverage, we reserve the right to refund, with interest, any premium that would cause your contract to not be in compliance with Section 7702.

6.3 Planned Premium Payments

The planned annual, semi-annual, quarterly or monthly premium payment is shown in Section 1, Contract Data.

6.4 Amount and Frequency

Planned premiums may be paid at twelve, six or three month intervals, or, with our consent, monthly. You may change the amount and frequency of planned premium payments at any time. However, if you stop or decrease premium payments the contract value of your contract may not be sufficient to keep your contract from lapsing as described in Section 6.8, Grace Period. Each premium payment will be credited by us as described in Section 9, Contract Values.

We reserve the right to limit the amount of any increase in planned premium payment.

6.5 Unscheduled Additional Premiums

Additional unscheduled premiums may be paid at any time. We reserve the right to limit the number and amount of additional premium payments.

6.6 Guaranteed Payment Period

The period of time, shown in Section 1, Contract Data, during which one of the following conditions must exist to prevent your contract from lapsing:

- (1) the cash surrender value of the contract on a monthly anniversary day must be sufficient to cover the monthly deduction for the month beginning on that monthly anniversary day; or
- (2) total premiums paid must be equal to or greater than the guaranteed monthly premium times the number of monthly anniversary dates, plus the amount of

current indebtedness and the total amount of partial surrenders, as provided in Section 6.8, Grace Period.

6.7 Guaranteed Monthly Premium

If you pay the guaranteed monthly premium, your contract will not lapse during the guaranteed payment period. Section 6.8, Grace Period, describes this in detail.

The guaranteed monthly premium will change if you increase or decrease the specified amount, add or delete any riders or supplemental benefits.

6.8 Grace Period

The conditions which will result in your contract lapsing will vary, as follows, depending on whether the guaranteed payment period, shown in Section 1, Contract Data, has expired.

During the Guaranteed Payment Period

A grace period begins if on any monthly anniversary day the cash surrender value will not cover the monthly deduction for the month beginning on that monthly anniversary day and if the accumulated premiums paid as of each monthly anniversary day are less than:

$$X + Y + Z$$

"X" is the accumulated guaranteed monthly premium in effect on each monthly anniversary day based on the coverage in force for that month.

"Y" is the amount of current indebtedness.

"Z" is the total amount of partial surrenders.

A 61-day grace period will begin on the day we mail the notice of the premium required to keep the contract in force. The premium required to keep the contract in force will be an amount equal to the lesser of: (1) the amount by which $X + Y + Z$ is greater than the accumulated premiums paid as of the monthly anniversary day on which the grace period began; and (2) an amount sufficient to provide a cash surrender value equal to three monthly deductions.

After the Guaranteed Payment Period

A grace period begins if the cash surrender value on a monthly anniversary day will not cover the monthly deduction for the month beginning on that monthly anniversary day.

Section 6: Premium and Reinstatement Provisions
(continued)

A 61-day grace period will begin on the day we mail the notice of the premium required to keep the contract in force. A total premium sufficient to provide a cash surrender value equal to the next three monthly deductions must be paid during the grace period to keep the contract in force.

The contract will terminate without value if sufficient premium is not paid by the end of the grace period.

The cash surrender value and monthly deduction are described in Section 9, Contract Values. If the Insured dies during the grace period, any past due monthly deductions will be deducted from the proceeds.

6.9 Reinstatement

If the grace period expires without sufficient premiums being paid, the contract may be reinstated within five years after the expiration of the grace period. Your contract cannot be reinstated if it has been surrendered.

Reinstatement is subject to:

- (1) receipt of evidence of insurability of the Insured satisfactory to us; and
- (2) payment of the premium amount which would have been sufficient to keep the contract from lapsing, as described in Section 6.8, Grace Period, with 6% interest from the date of lapse; plus
 - (a) two months of guaranteed monthly premium if the contract lapsed during the guaranteed payment period; or
 - (b) three monthly deductions if the contract lapsed after the guaranteed payment period; and
- (3) payment of any deferred sales load refunded when lapse occurred.

Interest at the rate of 6% on any indebtedness will be payable to the date of reinstatement. The contract will be reinstated on the monthly anniversary day after the date we approve the reinstatement.

If lapse occurs during the guaranteed payment period or during a time when any surrender charges are applicable, the balance of the guaranteed payment and surrender charge periods at the time of lapse will resume upon reinstatement.

If the contract lapses and it is reinstated, we cannot contest the reinstated contract after the contract has been in force during the Insured's lifetime for two years from the date of the reinstatement application.

Section 7: Ownership, Assignment and Beneficiary Provisions

7.1 Ownership

The Insured is the owner unless otherwise provided in the application. As owner, you may exercise every right provided by your contract. These rights and privileges end at the Insured's death.

The consent of the beneficiary is required to exercise these rights if you have not reserved the right to change the beneficiary.

7.2 Change of Ownership

You may change the ownership of this contract by giving written notice to us at our Home Office. The change will be effective on the date your request was signed but will have no effect on any payment made or other action taken by us before we receive it. We may require that the contract be submitted for endorsement to show the change.

7.3 Assignment

An assignment is a transfer of some or all of your rights under this contract. No assignment will be binding on us unless made in writing and filed at our Home Office. We assume no responsibility for the validity or effect of any assignment.

7.4 Beneficiary

The beneficiary is shown on the application or in the last beneficiary designation filed with us. Death proceeds will be paid to the beneficiary except as provided in this Section.

If any beneficiary dies before the Insured, that beneficiary's interest will pass to any other beneficiaries according to their respective interests.

If all beneficiaries die before the Insured, we will pay the death proceeds to you, if living, otherwise to your estate or legal successors.

Unless you have waived the right to do so, you may change the beneficiary by filing a written request in a form satisfactory to us. In order to be effective, the written request for change of beneficiary must be signed while your contract is in force and the Insured is living. The change will be effective on the

Section 7: Ownership, Assignment and Beneficiary Provisions (continued)

date your request was signed but will have no effect on any payment made or other action taken by us before we receive it.

The interest of any beneficiary will be subject to:

- (1) any assignment of this contract which is binding on us; and
- (2) any optional settlement agreement in effect at the Insured's death.

7.5 Simultaneous Death of Beneficiary and Insured

Death proceeds will be paid as though the beneficiary died before the Insured if:

- (1) the beneficiary dies at the same time as or within 15 days of the Insured's death; and
- (2) we have not paid the proceeds to the beneficiary within this 15-day period.

Section 8: Contract Change Provisions

8.1 Right to Change

You may request the changes provided for in this Section at any time. Your request must be in writing to us at our Home Office.

8.2 Changes in Specified Amount

The specified amount may be changed after the contract has been in force one year. Once the specified amount has been changed, it cannot be changed again for the next twelve months. Specified amount changes are subject to the conditions outlined below. Changes in specified amount will be effective on the monthly anniversary day on or next following the date we approve your application.

Decreases in the Specified Amount

A decrease will be applied first against any increases to the specified amount in the reverse order in which they were made. Any remaining decrease will then be applied against the initial specified amount.

We reserve the right to decline to make any specified amount decrease that we determine would cause this contract to not qualify as life insurance under applicable tax laws.

We will deduct a surrender charge from the contract value each time the specified amount is decreased. The charge we will deduct is the current surrender charge that corresponds to the specified amount reduction. Future

surrender charges will be reduced for any surrender charges previously deducted.

In addition, a new guaranteed monthly premium will be applicable during the remainder of the guaranteed payment period. We will send you current contract data after a decrease in the specified amount.

The specified amount remaining in force after any requested decrease may not be less than the minimum specified amount shown in Section 1, Contract Data.

Increases in the Specified Amount

A request for an increase in the specified amount will be subject to the following requirements:

- (1) an application satisfactory to us must be submitted and the Insured must be age 80 or less;
- (2) evidence of insurability satisfactory to us must be submitted;
- (3) the increased monthly deduction will not cause the contract to lapse, as described in Section 6.8, Grace Period, as of the effective date of the increase; and
- (4) any increase will be subject to our issue rules and limits at the time of increase.

After an increase, additional surrender charges will apply to your contract. We will send you a new surrender charge schedule.

In addition, the previous guaranteed payment period will terminate, if in effect, and your contract will be subject to a new guaranteed payment period. A new guaranteed monthly premium will be applicable during the new guaranteed payment period. We will send you current contract data after an increase in the specified amount.

You may cancel an increase in specified amount that you have requested within 10 days after you receive the adjusted contract, within 45 days after the date the application for the increase coverage is signed, or within 10 days after we mail the cancellation notice for the specified amount increase, whichever is latest. The specified amount increase will be canceled from its beginning and any charges attributable to the increase will be returned to your contract value.

Section 8: Contract Change Provisions (continued)

8.3 Change in Coverage Option

The coverage option can be changed any time after the contract has been in force one year. Once the coverage option has been changed, it cannot be changed again for the next twelve months.

If the coverage option is Option B, it may be changed to Option A. The new specified amount will be the death benefit as of the effective date of change. The effective date of change will be the monthly anniversary day on or next following the date we receive your application for change.

If the coverage option is Option A, it may be changed to Option B subject to evidence of insurability satisfactory to us. The new death benefit will be the specified amount plus the contract value as of the effective date of change. The effective date of change will be the monthly anniversary day on or next following the date we approve your application for change.

We reserve the right to decline any coverage option change that we determine would cause this contract to not qualify as life insurance under applicable tax laws.

8.4 Changing Your Contract

Any change to your contract that is not provided for in this Section must be approved by us and signed by our President, Vice President, Secretary or Assistant Secretary.

An approved change must be endorsed on or attached to your contract. No agent has the authority to make any changes or waive any of the terms of your contract.

Section 9: Contract Values

9.1 Net Premium

The net premium is the premium payment received less the premium expense charge shown in Section 1, Contract Data.

9.2 Contract Value

As of the contract date the contract value equals:

- (1) the initial net premium paid; less
- (2) the monthly deduction, as defined in Section 3.17 of this contract.

On any day after the contract date, the contract value is equal to the fixed account value (including the loan account value) plus the variable account value.

9.3 Fixed Account Value

As of the contract date the fixed account value equals:

- (1) the portion of the net premium allocated to the fixed account; less
- (2) the portion of the monthly deduction allocated to the fixed account.

On each valuation day the fixed account value will be equal to:

$$A + B + C - D - E - F$$

"A" is the fixed account value on the preceding valuation day plus interest from the preceding valuation day to the date of calculation.

"B" is the portion of the net premiums allocated to the fixed account and received since the preceding valuation day, plus interest from the date such net premiums were received to the date of calculation.

"C" is the amount of any transfers from the subaccounts to the fixed account since the preceding valuation day, plus interest on such transferred amounts from the effective dates of such transfers to the date of calculation.

"D" is the amount of any transfers from the fixed account to the subaccounts since the preceding valuation day, plus interest on such transferred amount from the effective dates of such transfers to the date of calculation.

"E" is the amount of any partial surrenders and any applicable surrender charge deducted from the fixed account since the preceding valuation day, plus interest on these surrendered amounts from the effective date of the partial surrenders to the date of calculation.

"F" is a pro-rata share of the monthly deduction, as described in Section 9.6, Monthly Deduction, for the month beginning on that monthly anniversary day.

9.4 Interest Rate for Fixed Account Value

The value in the fixed account is guaranteed to accumulate at a minimum effective annual interest rate of 4%. We may credit a rate in excess of 4% while the contract is in force and before the maturity proceeds have been paid.

The interest rate credited to new deposits can be changed at any time by us. The interest rate credited to funds in the fixed account will not change more often than once each year.

Section 9: Contract Values (continued)

9.5 Variable Account Value

The variable account value is the sum of the values of the subaccounts under this contract.

As of the allocation date the value of each subaccount equals:

- (1) the portion of the initial net premium allocated to the subaccount; less
- (2) the pro-rata share of the monthly deduction, and the mortality and expense risk charge allocated to the subaccounts.

9.6 Monthly Deduction

We will make a monthly deduction from the contract value on each monthly anniversary day equal to the sum of the following:

- (1) the cost of insurance, as described in Section 9.7, Cost of Insurance;
- (2) the monthly expense charge and any applicable increase expense charge, as shown in Section 1, Contract Data; and
- (3) the cost of any additional benefits provided by riders for the contract month.

9.7 Cost of Insurance

The cost of insurance rates used will not exceed those in the tables shown in Section 2, Monthly Cost of Insurance Rates, of the contract.

The cost of insurance on any monthly anniversary day is equal to:

$$\frac{Q \times (R - S)}{1000}$$

"Q" is the cost of insurance rate (as described in Section 2, Monthly Cost of Insurance Rates).

"R" is the Insured's death benefit on that day divided by no less than 1.0032737.

"S" is the contract value, as described in Section 9.2, Contract Value, prior to subtracting the cost of insurance.

9.8 Cost of Additional Benefits Provided by Riders

The cost of additional benefits provided by riders will be specified in those riders.

9.9 Cash Surrender

You may surrender this contract for its cash surrender value at any time by submitting a signed request to us.

The cash surrender value of this contract is:

- (1) the contract value of this contract at the time of surrender; less
- (2) any applicable surrender charge; less
- (3) any indebtedness on this contract.

We will also refund any cost of insurance deducted for the period beyond the date of contract surrender.

Surrender charges are shown in Section 1, Contract Data. These charges apply in the first 15 contract years. Additional surrender charges will apply for 15 years following any increases in specified amount.

9.10 Partial Surrenders

At any time before the earlier of the death of the Insured or the maturity date, you may surrender a portion of the contract value and have the proceeds paid to you in a lump sum. At the time of the partial surrender we will add the partial surrender fee shown in Section 1, Contract Data, to the partial surrender amount. The minimum partial surrender requested must be for at least \$500. The maximum partial surrender is the cash surrender value, less \$300. We will deduct the partial surrender amount from the contract value on the day written notice for the partial surrender is received at our Home Office.

We will pay you the amount requested and cancel units equal to the amount surrendered from the subaccounts and/or the fixed account according to your instructions. If you provide no instructions, the partial surrender amount will be deducted from the subaccounts and/or the fixed account on a pro-rata basis. In the event that the partial surrender amount exceeds the subaccount(s) value and/or the fixed account value, we will process the partial surrender for the amount available and contact you for further instructions.

Under Option A, the contract value will be reduced by the partial surrender amount and the surrender charge. The specified amount will be reduced by the partial surrender amount minus the excess, if any, of the death benefit at the time the partial surrender is made, over the specified amount at the time the partial surrender is made. A surrender charge will be assessed for the specified amount reduction. However, if the partial surrender amount is less than or equal to the excess of the death benefit over the specified amount, the specified amount will not be reduced. We reserve the right to require that the specified amount remaining in force

Section 9: Contract Values (continued)

after any partial surrender be at least equal to the minimum specified amount shown in Section 1, Contract Data.

Under Option B, the contract value will be reduced by the partial surrender amount.

Certain federal income tax consequences may apply to partial surrenders from the contract. Therefore, you should consult with your tax advisor before requesting any partial surrenders.

9.11 Time Period for Payment

Any partial surrender, cash surrender value, loan or death benefit will usually be paid within seven days of receiving your written request in our Home Office, or receipt and filing of due proof of death. However, we have the right to suspend or delay the date of any surrender, partial surrender, loan or death benefit payment from the subaccounts for any period during which:

- (1) the New York Stock Exchange is closed, other than customary weekend and holiday closings, or trading on the New York Stock Exchange is restricted as determined by the Securities and Exchange Commission; or
- (2) the Securities and Exchange Commission permits by an order the postponement for the protection of contract owners; or
- (3) the Securities and Exchange Commission determines that an emergency exists that would make the disposal of securities held in the variable account or the determination of the value of the variable account's net assets not reasonably practicable.

For any surrender, partial surrender, loan or transfer from the fixed account, we have the right to postpone making a payment to you for not more than six months from the date of written notice. If payment is not made within 30 days after receipt of documentation necessary to complete the transaction, or such shorter period required by a particular jurisdiction, interest will be added to the amount paid from the date of receipt of documentation at 4% or such higher rate required for a particular state.

9.12 Extended Term Insurance

If your contract lapses, as described in Section 6.8, Grace Period, the cash surrender value will be applied to continue the specified amount and any additional benefits provided by riders for a portion of the next month.

The amount of extended term insurance is determined according to the coverage option in effect as of the date insurance is extended under this option.

This provision will not continue the contract beyond the maturity date.

9.13 Basis of Computation

Reserves are based on the 1980 Commissioners Standard Ordinary Smoker or Nonsmoker Mortality Tables, age last birthday, at 4.5% per year. Reserves will never be less than those provided for using the Commissioners Reserve Valuation Method.

Guaranteed fixed account values and reserves under this contract are equal to, or greater than, the minimum values required by law of the state in which your contract is delivered. Where required, a detailed statement of the method of computing these values has been filed with the insurance department of that state.

The guaranteed fixed account values are based on the minimum guaranteed interest rate as stated in Section 9.4, Interest Rate for Fixed Account Value, and the guaranteed cost of insurance rates as shown in Section 2, Monthly Cost of Insurance Rates.

Section 10: Loan Provisions

10.1 Contract Loans

You may obtain a contract loan by submitting a signed request to us. This contract assigned to us is the only security needed.

When a loan is made, an amount equal to the loan will be transferred from the fixed and variable accounts and transferred to the loan account. The loan account is part of the fixed account, which is part of our general account. If allocation instructions are not specified in your loan application, the loan will be withdrawn pro-rata from all subaccounts of the variable account having subaccount values and from the fixed account.

Amounts transferred to the loan account do not participate in the investment experience of the fixed or variable account from which they were withdrawn. Amounts in the loan account will earn interest at the minimum guaranteed effective annual interest rate of 4.0% per year. Different interest rates may be applied to the loan account than the fixed account. Any interest credited on loaned amounts will remain in the fixed account.

Section 10: Loan Provisions (continued)

You may repay your contract loan in full or in part while your contract is in force prior to the death of the Insured. Repayments must be clearly marked as "loan repayments" or they will be credited as premiums. Each loan repayment will result in a transfer of an amount equal to the loan repayment from the loan account to the fixed and/or variable account. Your current premium allocation schedule will be used to allocate the loan repayments. We reserve the right to not accept partial loan repayments for amounts less than \$50.

A loan that exists at the end of the grace period may not be repaid unless this contract is reinstated.

10.2 Amount of Loan Available

The amount of loan available will be equal to the cash surrender value of the contract less any loan interest to the next contract anniversary.

10.3 Loan Interest

Interest will be charged on a contract loan from the date of the loan at the rate of 6% per year. We may establish a lower rate for any period for which the contract loan is outstanding.

Interest is payable at the end of each contract year and on the date the loan is repaid. If interest is not received by the contract anniversary, we will transfer the accrued loan interest from the fixed and variable accounts to the loan account on a pro-rata basis.

10.4 Indebtedness

Indebtedness means all unpaid contract loans and accrued loan interest. Any outstanding indebtedness will be deducted from the contract proceeds.

Your contract is terminated whenever your cash surrender value is no longer positive. We will mail notice to your last known address recorded with us and to the holder of any assignment of record at least 31 days before such termination.

Section 11: The Variable Account

11.1 General Description

The name of the variable account is the Kansas City Life Variable Life Separate Account. The income, gains and losses, whether or not realized, from assets allocated to the variable account are credited or charged against the variable account without regard to our other income, gains or losses. The portion of the assets of the variable account equal to the reserves and other contract liabilities with respect to the variable account will not be chargeable with liabilities arising out of any other business we may contract.

The assets of the variable account are segregated by investment options, thus establishing a series of subaccounts within the variable account.

When permitted by law, we reserve the right to:

- (1) create new separate accounts;
- (2) combine separate accounts;
- (3) remove, combine or add subaccounts and make the new subaccounts available to you at our discretion;
- (4) substitute shares of another portfolio of the funds or shares of another investment company for those of the funds;
- (5) add new portfolios to the funds;
- (6) deregister the variable account under the Investment Company Act of 1940 if registration is no longer required;
- (7) make any changes required by the Investment Company Act of 1940; and
- (8) operate the variable account as a managed investment company under the Investment Company Act of 1940 or any other form permitted by law.

If a change is made, we will send you a revised prospectus and any notice required by law. If required, we would first seek the approval of the Securities and Exchange Commission, and when required, the appropriate state regulatory authorities before making a change in the investment options.

11.2 Subaccounts

The subaccounts are separate investment accounts. They are named in Section 1, Contract Data of the contract.

The subaccount values will fluctuate in accordance with the investment experience of the applicable portfolio of the fund held within the subaccount.

The subaccount value is determined by multiplying the number of accumulation units credited to the subaccount by the appropriate accumulation unit value.

The number of accumulation units to be purchased or redeemed in a transaction is found by dividing:

- (1) the dollar amount of the transaction; by
- (2) the subaccount's unit value for the valuation period for that transaction.

Section 11: The Variable Account (continued)

The number of units in any subaccount will be increased at the end of the valuation period by any net premiums allocated to the subaccount during the current valuation period and by any transfers to the subaccount from another subaccount or from the fixed account during the current valuation period. The number of units in any subaccount will be decreased at the end of the valuation period by any amounts transferred from the subaccount to another subaccount or the fixed account, or surrendered during the current valuation period. The number of units in any subaccount will also be reduced on each monthly anniversary day by a pro-rata share of the monthly deduction. The monthly deduction will reduce the subaccount units in proportion to each subaccount's value to the entire contract value.

The value of an accumulation unit for each of the subaccounts has been arbitrarily set at \$10 when the first investments were bought. The value for any later valuation period is equal to:

$$A \times B$$

"A" is equal to the subaccount's accumulation unit value for the end of the immediately preceding valuation day.

"B" is equal to the net investment factor for the most current valuation day.

The net investment factor equals:

$$\frac{X}{Y} - Z$$

"X" equals the sum of:

- (1) the net asset value per accumulation unit held in the subaccount at the end of the current valuation day; plus
- (2) the per accumulation unit amount of any dividend, or capital gain distribution on shares held in the subaccount during the current valuation day; less
- (3) the per accumulation unit amount of any capital loss distribution on shares held in the subaccount during the current valuation day; less
- (4) the per accumulation unit amount of any taxes or any amount set aside during the valuation day as a reserve for taxes.

"Y" equals the net asset value per accumulation unit held in the subaccount as of the end of the immediately preceding valuation day.

"Z" equals the charges deducted from the subaccount on each valuation day for the mortality and expense risk charge.

The mortality and expense risk charge is deducted from each of the subaccounts on each valuation day and compensates us for assuming the mortality and expense risks under this contract. These charges are shown in Section 1, Contract Data of the contract.

The net investment factor may be greater, less than or equal to one. Therefore, the value of the subaccount may increase, decrease or remain the same.

11.3 Allocations

This contract provides investment options for the amount in the contract value. The initial premium allocation percentages are indicated in the application for this contract, a copy of which is attached.

These percentages will also apply to subsequent premium allocations until you change them. Such allocation percentages may be changed by written notice to us.

Allocation percentages must be zero or a whole number not greater than 100. The sum of the premium allocation percentages must equal 100.

We reserve the right to limit the number of subaccount allocations in effect at any one time.

On the allocation date the contract value will be allocated to the money market subaccount. Any subsequent premiums that are received from this time until the reallocation date will also be allocated to the money market subaccount. On the reallocation date, contract value in the money market subaccount will be allocated to the subaccounts and to the fixed account based on the premium payment allocation percentages in the contract application. After the reallocation date, planned periodic premiums and unscheduled premiums will be allocated as requested on the valuation day they are received by the Home Office.

Section 12: Transfer Privilege

12.1 Transfer Fees

Six transfers per year may be made from subaccounts and the fixed account free of charge. Any unused free transfers do not carry over to the next contract year. Any additional transfers during a contract year will be charged a \$25 transfer fee. For the purpose of assessing a fee, each written request or telephone request is considered to be

Section 12: Transfer Privilege (continued)

one transfer. The processing fee will be deducted from the amount being transferred, or from the remaining contract value, according to your instructions.

Once during the first two contract years, you may transfer all or a portion of your money from your subaccounts to the fixed account without incurring a transfer fee. Also, you may transfer all or a portion of your money from your subaccounts to the fixed account without incurring a transfer fee once during the first twenty four months following the effective date of an increase to the specified amount.

12.2 Transfers From Subaccounts

After the right to examine period and prior to the maturity date, you may transfer all or a part of an amount from the value in any subaccount of the variable account to one or more of the subaccounts of the variable account or to the fixed account. The minimum amount that you may transfer is the lesser of:

- (1) \$250; or
- (2) the total value in that subaccount on that day.

Any transfer that would reduce the amount in a subaccount below \$250 will be treated as a transfer request for the entire amount in that subaccount.

A transfer fee may apply as described in Section 12.1, Transfer Fees.

We may suspend or modify this transfer privilege at any time.

12.3 Transfers From The Fixed Account

At your request you may also transfer an amount from the unloaned value in the fixed account to one or more subaccounts of the variable account. We must receive the request in writing or other form acceptable to us. Only one transfer may be made from the fixed account each contract year. Transfers will only be made if the amount requested is not more than 25% of the unloaned value in the fixed account.

We will not transfer more than 25% of the unloaned fixed account value, unless the balance after the transfer is less than \$250, in which case the entire amount will be transferred.

A transfer fee may apply as described in Section 12.1, Transfer Fees.

We may suspend or modify this transfer privilege at any time.

Section 13: Settlement Options

13.1 Payment Options

You may apply proceeds of \$2,000 or more which are payable under this contract to any of the following options:

Option 1. Interest Payments

We will make interest payments to the payee annually or monthly as elected. Interest on the proceeds will be paid at the guaranteed rate of 3.0% per year and may be increased by additional interest paid annually. The proceeds and any unpaid interest may be withdrawn in full at any time.

Option 2. Installments of a Specified Amount

We will make annual or monthly payments until the proceeds plus interest are fully paid. Interest on the proceeds will be paid at the guaranteed rate of 3.0% per year and may be increased by additional interest. The present value of any unpaid installments may be withdrawn at any time.

Option 3. Installments For a Specified Period

Payment of the proceeds may be made in equal annual or monthly payments for a specified number of years. Interest on the proceeds will be paid at the guaranteed rate of 3.0% per year and may be increased by additional interest. The present value of any unpaid installments may be withdrawn at any time. The amount of each payment is shown in Table A.

Option 4. Life Income

We will pay an income during the payee's lifetime. A minimum guaranteed payment period may be chosen. Payments received under the Installment Refund Option will continue until the total income payments received equal the proceeds applied. The amount of each payment is shown in Table B.

Option 5. Joint and Survivor Income

We will pay an income during the lifetime of two persons and will continue to pay the same income as long as either person is living. The minimum guaranteed payment period will be ten years. The amount of each payment is shown in Table C.

Section 13: Settlement Options (continued)

If the payout rates in use by us at the time proceeds become payable are more favorable than those shown in Options 4 and 5, we will provide a life income using the more favorable rates.

These options are supported by our general account. The payments will not reflect the investment experience of the variable account.

13.2 Payee

The payee is the person receiving proceeds under a settlement option. The payee can be you, the Insured or a beneficiary. We will require satisfactory proof of the payee's age under Options 4 and 5.

The contingent payee is the person named to receive proceeds if the payee is not alive.

13.3 Minimum Payments

The payment under any settlement option must be at least \$50. We may make payments less frequently so that each payment is at least \$50.

13.4 Choice of Options

You may choose an option by written notice during the Insured's lifetime. If a settlement option is not in effect at the Insured's death, a choice may be made by the beneficiary.

13.5 Availability of Options

We reserve the right to restrict these options if you designate an executor, administrator, trustee, corporation, partnership or association as the payee.

13.6 Operative Date

The first payment will be payable on the payment mode following the date proceeds become payable.

13.7 Death of Payee

At the death of the payee, any payments remaining will be paid according to the terms of the settlement option chosen, unless the contingent payee elects in writing to receive the present value of any remaining guaranteed payments in a single sum.

If a contingent payee has not been named or does not survive the payee, the following amounts will be paid in one sum to the estate of the payee:

- (1) any amount left on deposit under Option 1; and
- (2) the present value of any remaining guaranteed payments under Options 2 through 5.

If you have not named a contingent payee, or if every contingent payee named by you dies before the payee, you may, by written notice to us, name a new contingent payee. The new contingent payee will receive any amount that would otherwise have been payable to the payee's estate.

13.8 Claims of Creditors

To the extent permitted by law, proceeds will not be subject to any claims of a payee's creditors.

TABLE A - INSTALLMENT OPTION*

For Each \$1,000 of Proceeds Applied

Term of Years	Annual	Monthly	Term of Years	Annual	Monthly	Term of Years	Annual	Monthly
1	\$1000.00	\$84.47	11	\$104.93	\$8.86	21	\$62.98	\$5.32
2	507.39	42.86	12	97.54	8.24	22	60.92	5.15
3	343.23	28.99	13	91.29	7.71	23	59.04	4.99
4	261.19	22.06	14	85.95	7.26	24	57.33	4.84
5	211.99	17.91	15	81.33	6.87	25	55.76	4.71
6	179.22	15.14	16	77.29	6.53	26	54.31	4.59
7	155.83	13.16	17	73.74	6.23	27	52.97	4.47
8	138.31	11.68	18	70.59	5.96	28	51.74	4.37
9	124.69	10.53	19	67.78	5.73	29	50.60	4.27
10	113.82	9.61	20	65.26	5.51	30	49.53	4.18

TABLE B - LIFE INCOME OPTIONS*

Monthly Income For Each \$1,000 of Proceeds Applied

Age	MALE Minimum Guaranteed Payment Period				FEMALE Minimum Guaranteed Payment Period			
	None	120 Months	240 Months	Installment Refund	None	120 Months	240 Months	Installment Refund
50	\$4.23	\$4.19	\$4.06	\$4.05	\$3.89	\$3.87	\$3.81	\$3.80
51	4.31	4.26	4.11	4.11	3.95	3.93	3.86	3.84
52	4.38	4.33	4.17	4.17	4.01	3.98	3.91	3.89
53	4.46	4.40	4.22	4.23	4.07	4.04	3.96	3.95
54	4.55	4.48	4.28	4.29	4.13	4.11	4.01	4.00
55	4.63	4.56	4.33	4.36	4.20	4.17	4.07	4.06
56	4.73	4.65	4.39	4.43	4.28	4.24	4.12	4.12
57	4.83	4.74	4.45	4.51	4.36	4.32	4.18	4.18
58	4.94	4.83	4.51	4.59	4.44	4.40	4.24	4.25
59	5.05	4.93	4.57	4.67	4.53	4.48	4.30	4.32
60	5.17	5.04	4.63	4.75	4.63	4.57	4.37	4.39
61	5.30	5.15	4.69	4.85	4.73	4.66	4.43	4.47
62	5.44	5.27	4.75	4.94	4.84	4.76	4.50	4.55
63	5.60	5.39	4.81	5.04	4.95	4.86	4.56	4.64
64	5.76	5.52	4.86	5.15	5.08	4.97	4.63	4.73
65	5.93	5.65	4.92	5.26	5.21	5.09	4.69	4.83
66	6.12	5.79	4.97	5.37	5.35	5.21	4.76	4.93
67	6.32	5.94	5.02	5.50	5.50	5.34	4.82	5.04
68	6.53	6.09	5.06	5.62	5.66	5.47	4.88	5.15
69	6.76	6.24	5.11	5.76	5.84	5.61	4.94	5.27
70	7.00	6.40	5.14	5.90	6.02	5.76	5.00	5.39
71	7.26	6.56	5.18	6.04	6.23	5.92	5.05	5.53
72	7.53	6.72	5.21	6.20	6.45	6.08	5.10	5.67
73	7.83	6.88	5.24	6.36	6.70	6.25	5.14	5.81
74	8.15	7.05	5.26	6.53	6.96	6.43	5.18	5.97
75	8.49	7.22	5.28	6.70	7.24	6.61	5.22	6.14

TABLE C - JOINT AND SURVIVOR OPTION*Monthly Income - Ten Year Guaranteed Payment Period
For Each \$1,000 of Proceeds Applied

Male Age	Female Age					
	50	55	60	65	70	75
50	\$3.31	\$3.37	\$3.43	\$3.49	\$3.53	\$3.56
55		3.47	3.55	3.63	3.70	3.76
60			3.68	3.80	3.91	4.00
65				3.97	4.15	4.31
70					4.41	4.68
75						5.08

*Amounts not shown for available options will be furnished on request.



The Lioness protecting her own

KANSAS CITY LIFE INSURANCE COMPANY

Since 1895

Other Insured Term Life Insurance Rider

The Benefit

Kansas City Life Insurance Company will pay the Other Insured's specified amount to the beneficiary under this rider upon receiving proof of that Other Insured's death on or before the expiration date and while this rider is in force.

The specified amount provided by this rider with respect to each Other Insured is shown in the Contract Data Section of the contract.

Other Insured

An Other Insured is each person named as an Other Insured in the application for this rider.

Cost of Insurance

The cost of insurance for an Other Insured on any monthly anniversary day is equal to:

Q X R

"Q" is the cost of insurance rate (as described in the Monthly Cost of Insurance Rates provision) for each Other Insured.

"R" is each Other Insured's specified amount on that day.

Monthly Cost of Insurance Rates

The monthly cost of insurance rates used in calculating the cost of insurance on each monthly anniversary day are based on each Other Insured's sex, age, number of completed contract years following the effective date(s) of this rider with respect to each Other Insured, and risk class on each monthly anniversary day. Age means each Other Insured's age, as defined in the same manner as the Insured's age is defined in the contract.

The cost of insurance rates used will be determined by us based on our expectations as to future mortality experience. Any change in the current cost of insurance rates will be on a uniform basis for Other Insureds of the same sex, age and risk class whose riders have been in force the same length of time. The current cost of insurance rates will never

be increased to recover losses incurred, or decreased so as to distribute gains realized by us prior to the change.

The cost of insurance rates used will not exceed those shown in the Monthly Cost of Insurance Rates provision of the contract. The guaranteed maximum cost of insurance rates for special risk classes will be adjusted appropriately.

Changes in Specified Amount

An Other Insured's specified amount may be changed at any time after the first rider year, subject to the conditions outlined below.

Decreases in the Specified Amount

Any decrease will be effective on the monthly anniversary day on or next following the date we receive your application for decrease. Any decrease will be applied first against any increases to the specified amount in the reverse order in which they were made. Any remaining decrease will then be applied against the initial specified amount.

The specified amount remaining in force after any requested decrease may not be less than \$25,000.

Increases in the Specified Amount

A request for an increase in the specified amount will be subject to the following requirements:

- (1) an application satisfactory to us must be submitted;
- (2) evidence of insurability satisfactory to us must be submitted; and
- (3) that the increased monthly deduction will not cause the contract to lapse, as described in the Grace Period provision of the contract, as of the effective date of the increase.

Any increase approved by us will be effective on the date shown in the Contract Data Section of the contract.

Ownership

Unless otherwise provided, the owner(s) of this rider will be as follows:

- (1) the owner of the contract while the Insured is living; and
- (2) after the death of the Insured, each Other Insured will own the benefit on his or her life.

Beneficiary

When the Other Insured is not also the Insured under the base contract, death proceeds for this rider will be paid, unless otherwise provided, to the owner of this rider, if living, otherwise to the owner's estate.

When the Other Insured is also the Insured under the base contract, death proceeds for this rider will be paid, unless otherwise provided, to the beneficiary as specified in the contract.

Suicide SEE ATTACHED ENDORSEMENT

If an Other Insured dies by suicide, while sane or insane, within two years of the effective date of this rider, the amount payable by us will be equal to the total cost of insurance and any expense charges associated with this rider.

If an Other Insured dies by suicide while sane, with in two years after the effective date of any increase in the specified amount, the amount payable by us associated with such increase will be limited to the cost of insurance and any expense charges associated with such increase.

Incontestability

We cannot contest this rider after it has been in force during each Other Insured's lifetime for two years from the effective date of this rider.

Any increase in the specified amount for an Other Insured will not be contested after the increase has been in force during the lifetime of that Other Insured for two years following the effective date of the increase.

Age and Sex

If, while this rider is in force and the Other Insured is alive, it is determined that the age or sex of the Other Insured has been incorrectly stated in the contract, we will adjust the contract value under this contract. The adjustment to the contract value will be the difference between the following two amounts accumulated at 4% annually. The two amounts are:

- (1) the cost of insurance deductions for this rider that have been made; and

- (2) the cost of insurance deductions for this rider that should have been made.

If, after the death of the Other Insured and while this rider is in force, it is determined that the age or sex of the Other Insured is not correct, the death benefit will be the specified amount for the Other Insured rider that the most recent cost of insurance deductions at the correct age and sex would have provided.

Conversion of Other Insured's Term Rider

The insurance on an Other Insured may be converted at any time to a new contract without evidence of insurability upon written request to us provided:

- (1) this rider is in force; and
- (2) the request for conversion is made before the expiration date, or within 31 days thereafter.

An Other Insured will also have 31 days after the death of the Insured to convert to a permanent contract.

The premium for the new contract will be based on the age of the Other Insured on the contract date of the new contract. The first premium for the new contract must be paid before it will take effect.

New Contract

The new contract may be on any permanent life contract then being issued by us. You will not be allowed to convert to a term contract.

The amount of insurance of the new contract may not be more than the insurance provided by this rider at the time of conversion. We will not allow conversion to a contract which is less than the minimum amount we issue.

Any insurance under this rider which is converted to a new contract will terminate at the time the new contract takes effect.

The time period in the Suicide and Incontestability provisions of any new contract will begin on the effective date of this rider.

The new contract will be issued on the same risk class as this rider.

Availability of Riders

The new contract may include additional riders only with our consent. The time period of the Suicide and Incontestability provisions of any new contract will apply to these riders from the effective date of the new contract.

Temporary Insurance

A temporary insurance benefit is provided for an Other Insured for 31 days after the Insured dies. If the Other Insured dies during this period without applying for conversion, we will pay a death benefit. The death benefit will be equal to the specified amount in force on the Other Insured.

Supplemental Benefits

If the monthly deductions are waived for the contract due to the Insured's total disability in accordance with the Disability Continuance of Insurance Rider, the cost of any benefits provided by this rider will also be added to the contract value.

The terms of the Insured's Accidental Death Rider, if any, apply to an Other Insured if an Accidental Death Rider and an accidental death specified amount is shown separately for that Other Insured in the Contract Data Section of the contract.

General Provisions

The following provisions apply to this rider:

- (1) this rider is made a part of the contract to which it is attached;
- (2) this term insurance is subject to all the provisions of this rider and the applicable contract provisions;
- (3) the effective date(s) of this rider with respect to each Other Insured is (are) specified in the rider description in the Contract Data Section of the contract;

Signed for Kansas City Life Insurance Company, a stock company, at its Home Office, 3520 Broadway, Post Office Box 219139, Kansas City, Missouri 64121-9139.



Secretary

- (4) this rider is nonparticipating. It will not participate in any of our profits, losses or surplus earnings;
- (5) this rider will not participate in the investment experience of the variable account;
- (6) this rider does not provide for cash or loan values; and
- (7) the expiration date of this rider with respect to each Other Insured is the earlier of the Insured's maturity date or the contract anniversary on which that Other Insured is age 95.

Cancellation

This rider may be cancelled by you at any time. The cancellation will be effective on the monthly anniversary day on or next following the date we receive your request. Your request must be in writing and filed with us prior to this date. We may require that the contract be submitted for endorsement to show the cancellation.

Termination of Rider

This rider terminates on the earliest of:

- (1) the date the contract terminates for any reason;
- (2) the date this rider is cancelled by you;
- (3) the date insurance on all Other Insured(s) is converted; or
- (4) the last remaining Other Insured's expiration date.



President



The Lioness protecting her own.

**KANSAS CITY LIFE
INSURANCE COMPANY**

Since 1895

Missouri Suicide Endorsement

This endorsement forms a part of the contract to which it is attached.

Suicide is no defense to payment under this contract where the contract is issued to a Missouri citizen unless we can show that the Insured intended suicide when applying for the contract, regardless of any language to the contrary in this contract.

In all other respects, the terms, conditions and provisions of this contract will remain the same.

Signed for Kansas City Life Insurance Company, a stock company, at its Home Office, 3520 Broadway, Post Office Box 219139, Kansas City, Missouri 64121-9139.

Secretary

President

1 Proposed Insured Information

Full Name J Gregory Sheldon Male Female Date of Birth [REDACTED]
First Middle Last Month Day Year
State of Birth MO SSN [REDACTED] Married Divorced Widowed
 Single Separated
Former Full Name _____
Street Address [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED]
Home Phone No. [REDACTED] Driver's License No. _____ State Issued _____
Occupation and Duties Architect Work Phone No. [REDACTED] Years Employed 4
Employer [REDACTED] Street Address [REDACTED]
City [REDACTED] State [REDACTED] Zip [REDACTED]
Best Place to Call _____ Best Time to Call _____
Former Employer _____ Occupation and Duties _____
(If employed less than 2 years, complete former employer information listed above.)

2 Proposed Insured Information (Complete this Section for the second Insured if applying for Survivorship Variable Universal Life - SVUL.)

Full Name _____ Male Female Date of Birth _____
First Middle Last Month Day Year
State of Birth _____ SSN _____ Married Divorced Widowed
 Single Separated
Former Full Name _____
Street Address _____ City _____ State _____ Zip _____
Home Phone No. () _____ Driver's License No. _____ State Issued _____
Occupation and Duties _____ Work Phone No. () _____ Years Employed _____
Employer _____ Street Address _____
City _____ State _____ Zip _____
Best Place to Call _____ Best Time to Call _____
Former Employer _____ Occupation and Duties _____
(If employed less than 2 years, complete former employer information listed above.)

3 Ownership Information (If VUL, the Insured will be owner, unless otherwise stated. If SVUL, both Insureds will be the owner, unless otherwise stated.)

Primary Owner _____ Male Female Date of Birth _____
First Middle Last Trustee Female Month Day Year
State of Birth _____ SSN or Tax ID _____ Relationship to Insured _____
Street Address _____ City _____ State _____ Zip _____
Successor Owner _____ Relationship to Insured _____
(If multiple successor owners, show the order and distribution in Section 14, Special Requests.)

4 Applicant Information (Complete this Section if the applicant is someone other than the Insured(s) or owner.)

Applicant _____ Male Female Relationship to Insured _____
 Trustee Female
 First Middle Last
 Street Address _____ City _____ State _____ Zip _____

5 Beneficiary Information (Unless otherwise stated, benefits are payable equally to the named beneficiary(s) or to the survivor or survivors. If benefits are payable other than equally, please indicate a contingent beneficiary for each primary beneficiary.)

Primary Beneficiary - First and Last Name (with right to change) _____ Relationship to Insured _____
 _____ Spouse

Contingent Beneficiary - First and Last Name (with right to change) _____ Relationship to Insured _____

6 Variable Universal Life (VUL) (Complete this Section if applying for VUL. Complete Section 7 if applying for SVUL.)

Plan Name Cent II Specified Amount \$ 100,000 Coverage A B
 Option B
 Planned Premium \$ 1200 Proposed Risk Class NS
 Special Class Premium \$ _____ Reason for Special Class Premium _____

Riders/Benefits
 Disability Continuance of Insurance Spouse's Term _____ units Living Benefits Rider
 Disability Payment of Premium \$ _____ Children's Term _____ units Maturity Extension Rider
 Extra Protection Rider \$ _____ Assured Insurability \$ _____ Other _____
 Other Insured Coverage 50,000 Accidental Death \$ _____
 (Complete OI information below)

Other Insureds (OI)

Full Name	Marital Status	Specified Amount
1st OI <u>Self</u>	<input checked="" type="checkbox"/> Non-Tobacco <input type="checkbox"/> Tobacco	\$ <u>50,000</u> <input type="checkbox"/> ADB \$ _____
2nd OI _____	<input type="checkbox"/> Non-Tobacco <input type="checkbox"/> Tobacco	\$ _____ <input type="checkbox"/> ADB \$ _____

Complete the following for all Other Insureds. If years employed is less than 2, show prior occupation in Section 14, Special Requests. If any information is identical to the Primary Insured's, write **Same**.

Social Security Number	State of Birth	Occupations and Exact Duties	Employer's Name and Address	Yrs. Emp.
1st OI _____	_____	_____	_____	_____
2nd OI _____	_____	_____	_____	_____

Street Address, City, State, Zip	Telephone No. <input type="checkbox"/> home <input type="checkbox"/> work	Most Convenient Time and Place to Contact	Driver's License Number & State Issued
1st OI _____	() _____ <input type="checkbox"/> home <input type="checkbox"/> work	_____	_____
2nd OI _____	() _____	_____	_____

11 Telephone Access Authorization

Yes No If answered Yes, I am giving Kansas City Life authority to honor telephone instructions from me to transfer among subaccounts and the fixed account, change the premium allocation, change Dollar Cost Averaging allocations, change Portfolio Rebalancing allocations or request a contract loan.

Yes No If answered Yes, I am giving the Registered Representative/Agent of record authority to transfer among subaccounts and the fixed account, change the premium allocation, change Dollar Cost Averaging allocations, change Portfolio Rebalancing allocations, or request a contract loan.

This authorization is subject to the terms and provisions in the contract and prospectus. Kansas City Life will not be held liable for any loss, liability, cost, or expense for acting on the telephone instructions. Kansas City Life's liability for erroneous transactions, unless clearly contrary to instructions received, will be limited to the correction of the allocations on a current basis. I understand that Kansas City Life will provide written confirmation of the telephone transaction, and that Kansas City Life will monitor and record my telephone call.

12 Switch/Replacement Disclosure

Since most investments are and should be considered long term in nature, we feel it is necessary to review your understanding of your current position and the possible consequences of switching and/or replacing your investment.

Reason for requesting switch/replacement: _____

Please acknowledge the following statements by placing a check mark next to each statement. If the statement does not apply, indicate N/A.

N/A This exchange will result in a surrender charge on my current investment of _____%.

This exchange subjects my investment to a surrender charge for the next 15 years.

KA This exchange may result in a taxable gain on the liquidation of my current investment.

My representative and I have reviewed the above items and have carefully considered my selection and believe that it coincides with my investment objectives.

Name of product being replaced _____

13 Billing Information

Premium Mode Ann SA Qtrly Mo PAC GA CB FAP Single Other _____

Premium Notices to Owner Other (If other, give name and address below.)
 Primary Insured _____

Modal Premium Amount for Other Financial Services \$ _____

Branch of Service for Government Allotment _____ Payor's SSN for Government Allotment _____

14 Special Requests (Contract date, alternate or additional contract, existing PAC or CB number, etc.)

Home Office Endorsements

Issue Preferred if Qualified

15 Replacement

- 1. Will any existing life, health or annuity contract be lapsed, reissued, surrendered, or converted (to reduce amount, premium or period of coverage including surrender options) if the proposed contract is issued? Yes No
- 2. Will the proposed contract be financed by loans from this or any other contract? Yes No
- 3. Will the proposed contract be part of an IRC Section 1035 Exchange? Yes No

If any of the above questions are answered Yes, give name of company(ies) and amount(s) _____

16 Evidence of Insurability (List details of insurance in force on all Proposed Insureds. If none, indicate none.)

Existing Insurance

Proposed Insured(s)	Company	Year Issued	Insurance Amount	ADB Amount
J. Gregory Sheldon	Alliant	95	\$150,000	\$
_____	_____	_____	\$	\$
_____	_____	_____	\$	\$

Insurance History

- 1. In the past 3 years have any of the Proposed Insureds applied for life or health insurance or reinstatement thereof without receiving it exactly as requested? Yes No
- 2. Do any of the Proposed Insureds have an application for life or health insurance pending with any other insurance company or intend to apply for such insurance within the next 10 days? Yes No

Details to all Yes answers: _____

Juvenile Insurance (Age 0-17)

- 1. If any Proposed Insured(s) is(are) less than 1, what was birth weight? (name and birth weight) _____
- 2. If any Proposed Insured(s) is(are) age 5-15, what is grade in school? (name and grade) _____
- 3. Are all children insured equally? Yes No If No, please explain. _____
- 4. Amount of insurance in force on father \$ _____
- 5. Amount of insurance in force on mother \$ _____

16 Evidence of Insurability

Non Medical Underwriting Questions

Questions apply to all Proposed Insureds.

1. Do any of the family members listed on this application live outside the Primary Insured's household?.....
2. Are any Proposed Insureds not a U.S. citizen?
If Yes, how long has(have) the Proposed Insured(s) been in the United States?
Type of Visa? Visa Number?
3. Have any of the Proposed Insureds in the last 12 months, or do any of the Proposed Insureds within the next 24 months, intend to travel or reside outside the continental U.S. or Canada? If Yes, explain below.
4. In the past 3 years, has any Proposed Insured(s):
 - a. been cited or convicted for any moving motor vehicle violations? If Yes, explain below.
 - b. had a driver's license suspended or revoked? If Yes, explain below.
 - c. flown as a pilot, co-pilot, or crew member of an aircraft? If Yes, complete the Aviation Questionnaire.
 - d. engaged in sky or scuba diving, hang gliding, racing or any other hazardous sport or hobby? If Yes, complete the Avocations Questionnaire.
5. Has any Proposed Insured(s) ever been convicted of a felony? If Yes, explain below.
6. For Proposed Insured(s) (a) and Other Insureds (b), is there any family history of diabetes, cancer, high blood pressure, heart or kidney disease, mental illness, suicide or stroke? If Yes, explain below.

Relationship	Age if Living		Family History or Cause of Death	Age at Death	
	a	b		a	b
Father					
Mother					
Brothers and Sisters					

Details to all Yes answers: _____

Financial Information

Complete For Personal Insurance Sales

Purpose of insurance Family Income Protection Estate Planning College Savings Other _____
(Check all that apply) Mortgage Protection Retirement Savings Final Expenses

Annual earned income (Include Salary, Bonus, Commissions)

Proposed Insured \$ _____ Other Insured \$ _____
 Spouse \$ _____ Family net worth \$ _____
(Total assets minus total liabilities)

Has(Have) the Proposed Insured(s) ever filed bankruptcy? Yes No

If Yes, please provide type (Chapter 7, 11, 13) and date closed. _____

Spouse's Occupation _____ Amount of life insurance in force on Spouse \$ _____

Complete For Business Insurance Sales

Purpose of insurance Key Person Buy/Sell Other _____
(Check all that apply) Deferred Compensation Creditor

For the option(s) checked, how was amount of insurance determined? _____
(Please provide documentation)

Annual earned income of Proposed Insured \$ _____ Proposed Insured's ownership of company _____%

Are other owners, officers or key persons being insured? Yes No If No, please explain. _____

Total assets of company \$ _____ Total liabilities of company \$ _____

Net worth of company \$ _____ Net income of company after taxes last fiscal year \$ _____

Has company ever filed bankruptcy? Yes No If Yes, please provide type (Chapter 7, 11, 13) and date closed. _____

17 Health Statement

Print full names of all to be insured.	Relationship to Primary Insured	Birthdate			Age	Sex	Build			* Weight Change in past year	
		Month	Day	Year			Ft.	In.	Lb.	Gain	Loss
1. Primary Insured	X	X	X	X	X	X					
2.											
3.											
4.											
5.											
6.											

***Questions apply to all Proposed Insureds**

1. Do you take prescription medicine?
2. Are you currently pregnant? Due date?
3. Have you ever used or received treatment or counseling for the use of marijuana, heroin, cocaine, amphetamines, barbiturates, hallucinogenic agents or opium or its derivatives?
4. Have any of the Proposed Insureds used any form of nicotine/tobacco in the last 12 months? (i.e., cigar, pipe, smokeless tobacco, cigarettes, etc.)
If cigarettes, how many packs per day?
5. Have you sought advice, been treated or arrested for the use of alcohol?

During the last 5 years have you:

6. been hospitalized or had medical advice, diagnostic tests recommended, or treatment by a physician or other medical practitioner?

During the last 10 years have you been diagnosed or treated for any disease or disorder of:

7. brain and nervous system - mental illness, epilepsy, seizures, stroke, paralysis?
8. sight or hearing?
9. blood - anemia or leukemia?
10. tumor or cancer?
11. heart/blood vessels - murmur, chest pain or pressure, palpitations, heart attack?
12. blood pressure?
13. thyroid or glandular trouble?
14. lungs - asthma, emphysema, tuberculosis?
15. digestive system - ulcer, intestines or rectum, polyps, colitis?
16. liver - elevated enzymes, cirrhosis, hepatitis?
17. diabetes - sugar in urine?
18. kidney/bladder or prostate - albumin, blood or pus in urine?
19. bone, joint, muscles, back or spine - arthritis?
20. breasts, uterus, ovaries?
21. menstruation or pregnancy?

Have you ever been diagnosed or treated for:

22. a sexually transmitted disease?
23. Acquired Immune Deficiency Syndrome (AIDS) or tested HIV positive?

Names, addresses and phone numbers of personal or family physicians. (If none, list last physician, clinic or hospital consulted.) _____

Date and Reason
last consulted

Name of VR
Claim Number

21 Agreement and Signatures

It is understood and agreed as follows:

1. The statements and answers recorded in all parts of this application are true and complete.
2. This application, and the answers to any required medical exam, will become a part of any contract issued on it.
3. No agent has the authority to waive any of the Company's rights or rules, or to make or change any contract.
4. The insurance applied for will take effect only after the following occur while the Proposed Insured(s) is(are) living and his/her(their) health is as stated in this application: (1) the contract is delivered to the applicant; and (2) the first full premium is paid in cash. The only exception to this is provided in the Temporary Insurance Agreement if the agreement has been issued and the advance payment required by the agreement has been made.
5. Any changes or additions made by the Company in " Home Office Endorsements" will be ratified by the applicant's acceptance of any life insurance contract issued on this application. However, any change in the classification, amount of insurance, issue age, plan of insurance or any benefits will not be effective unless accepted in writing by me(us).
6. I(We) have received the Notice of Information Practices which explains my(our) rights under the Fair Credit Reporting Act.
7. I(We) have paid \$ _____* to the agent in exchange for the Temporary Insurance Agreement and I(we) acknowledge that I(we) fully understand and accept its terms.
8. No minimum cash value is guaranteed.
9. I(We) understand that past performance does not guarantee future results.
10. The variable life plan applied for is suitable for my investment objectives, financial situations and needs.
11. I(We) understand, unless otherwise documented, that this investment is not an obligation of, or otherwise guaranteed by Kansas City Life, Sunset Financial Services, Inc. or any of its affiliates.

This application will not be accepted unless each of the following have been initialed by the applicant(s):

- GS _____ I(We) understand that this product involves risk, and the amount and duration of the death benefit and cash value of the contract may increase or decrease daily depending on the contract's investment results.
- GS _____ I(We) understand that this product involves certain fees and/or charges and I(we) have received the most recent prospectus dated May 2000, where these fees are discussed in detail.
- GS _____ I(We) understand that I(We) are buying life insurance.
- GS _____ I(We) understand that this plan is a long term commitment and that canceling or surrendering this contract may result in a loss of some or all of the premiums paid.

*All premium checks must be made payable to Kansas City Life Insurance Company.
Do not make check payable to the agent or leave the payee blank.

AUTHORIZATION: I(We) authorize the following to give information (defined below) to Kansas City Life or any person or group acting on the part of Kansas City Life: any medical professional, medical care institution, the Medical Information Bureau, Inc., insurer, reinsurer, government agency, consumer reporting agency or employer. "Information" means facts of: a medical nature in regard to my(our) physical or mental condition; employment; other insurance coverage; or any other non-medical facts. I(We) understand that this information will be used by Kansas City Life to determine eligibility for insurance. I(We) agree this Authorization is valid for two and one-half years from the date signed. I(We) know that I(we) have a right to receive a copy of this Authorization upon request. I(We) agree that a photographic copy of this Authorization is as valid as the original.

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.

Dated at City State this 12 day of Oct Month, 2009 Year

Primary Insured's Signature (if under 15, parent guardian signature)

Primary Insured's Signature - for SVUL (if under 15, parent/guardian signature)

Spouse's Signature (if spouse coverage applied for)

Applicant's Signature (if other than Primary Insured)

First Other Insured's Signature (if over age 18)


Second Other Insured's Signature (if over age 18)

2 Statement of Agent

certify that the statements of the Primary Insured, applicant and any other Proposed Insured(s) have been correctly recorded in this application and that any premium payment shown in item 8, Section 21 has been collected by me and a Temporary Insurance Agreement given to the applicant.

To the best of my knowledge the insurance applied for in this application will will not replace existing insurance.

Were all Proposed Insureds seen by you at the time of application? Yes No If No, an examination may be required.

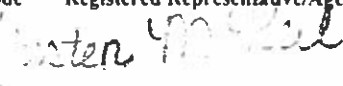
7029 | 
Agent Code Registered Representative/Agent Signature

_____| _____
Agent Code Signature of Other Agent(s) (if split case)

43 | Barrett
Agency Code Agency

3 Broker-Dealer Information

Broker-Dealer Name (print) Sunset Financial Services
3520 Broadway
Kansas City, MO 64111
Broker-Dealer Address

39029 | 360-786-5798
R/R Code Registered Representative/Agent Phone No.

Broker-Dealer Authorized Signature

Registered Representative/Agent Certification

By signing above, the Registered Representative/Agent certifies that he/she is NASD registered and state licensed for variable life contracts in the appropriate state.

Portfolio of Funds for Variable Contracts

FUND SELECTION*	PREMIUM ALLOCATIONS		MONTHLY DOLLAR COST AVERAGING**	QUARTERLY PORTFOLIO REBALANCING **
	LUMP SUM	PLANNED PERIODIC		
[MFS Emerging Growth Series	%	%	%	%
MFS Research Series	%	%	%	%
MFS Total Return Series	%	%	%	%
MFS Utilities Series	%	%	%	%
MFS Global Governments Series	%	%	%	%
MFS Bond Series	%	%	%	%
American Century VP Capital Appreciation	%	%	%	%
American Century VP Income & Growth	%	%	%	%
American Century VP International	%	%	%	%
American Century VP Value	%	%	%	%
Federated American Leaders Fund II	%	%	%	%
Federated High Income Bond Fund II	%	%	%	%
Federated International Small Company Fund II	%	%	%	%
Federated Prime Money Fund II	<i>in</i> %	<i>in</i> %		%
Dreyfus Appreciation Portfolio	%	%	%	%
Dreyfus Small Cap Portfolio	%	%	%	%
Dreyfus Stock Index Fund	%	%	%	%
The Dreyfus Socially Responsible Growth Fund, Inc.	%	%	%	%
J.P. Morgan U. S. Disciplined Equity Portfolio	%	%	%	%
J.P. Morgan Small Company Portfolio	%	%	%	%
Franklin Real Estate Fund (Class 2)	%	%	%	%
Franklin Small Cap Fund (Class 2)	%	%	%	%
Templeton Developing Markets Securities Fund (Class 2)	%	%	%	%
Templeton International Securities Fund (Class 2)	%	%	%	%
Calamos Convertible Portfolio	%	%	%	%
AIM V.I. Dent Demographic Trends Fund	%	%	%	%
AIM V.I. Telecommunications and Technology Fund	%	%	%	%
AIM V.I. Value Fund	%	%	%	%
Seligman Capital Portfolio (Class 2)	%	%	%	%
Seligman Communications and Information Portfolio (Class 2)	%	%	%	%
KCL Fixed Account]	%	%	%	
(Use whole percentages only. Percentages must total 100 %)	100%	100%	100%	100%
Total				

* A maximum of 15 fund selections is available at any one time.

** NOTE: It is not necessary to fill in the percentages on this page for Monthly Dollar Cost Averaging and/or Quarterly Portfolio Rebalancing allocations if they are the same as the initial premium allocations. Simply check the appropriate box in Section 9 and 10 of this application that tells us they are the same.

***Flexible Premium Variable
Life Insurance Contract
Nonparticipating***

Adjustable death benefit. Death proceeds payable at death of Insured prior to maturity date. Cash surrender value, if any, payable on maturity date. Flexible premiums payable until maturity date or prior death of Insured.

If you have any questions concerning this contract or if anyone suggests that you change or replace this contract, please contact your Kansas City Life agent or the Home Office of the Company.



**KANSAS CITY LIFE
INSURANCE COMPANY**