## FlexWealth Advantage

### Specifications

<table>
<tr><td>Issue Ages</td><td>0-85 (age nearest birthday)<br>Preferred risk classes not available at issue ages above 80</td></tr>
<tr><td>Risk Classifications</td><td>Preferred Elite Nontobacco<br>Preferred Nontobacco<br>Standard Nontobacco<br>Preferred Tobacco<br>Standard Tobacco</td></tr>
<tr><td>Minimum Issue Limits</td><td>
<table>
<tr><th>Risk Class</th><th>Issue Age</th><th>Minimum Specified Amount</th></tr>
<tr><td>PNT (Juveniles)</td><td>0-14</td><td>$25,000</td></tr>
<tr><td>SNT</td><td>15-49</td><td>$25,000</td></tr>
<tr><td></td><td>50-85</td><td>$10,000</td></tr>
<tr><td>ST</td><td>15-49</td><td>$25,000</td></tr>
<tr><td></td><td>50-85</td><td>$10,000</td></tr>
<tr><td>PENT/PNT/PT</td><td>15-49</td><td>$100,000</td></tr>
<tr><td></td><td>50-80</td><td>$50,000</td></tr>
</table>
</td></tr>
<tr><td>Coverage Options</td><td>Option A – Option B</td></tr>
<tr><td>Current Interest Rate</td><td>As published monthly in “Information of Interest from Actuarial”</td></tr>
<tr><td>Minimum Guaranteed Interest Rate</td><td>3.0%</td></tr>
<tr><td>Guaranteed Payment Period</td><td>10 years</td></tr>
<tr><td>Surrender Charge Period</td><td>15 years</td></tr>
<tr><td>Expenses</td><td>Percent of Premium: 6%<br>Monthly Expense Charge: $5<br>Per Thousand Charge:
<table>
<tr><th>Face Amount</th><th>Monthly Per $1,000 Expense</th></tr>
<tr><td>$10,000 - $49,999</td><td>$0.06 in all years</td></tr>
<tr><td>$50,000 - $99,999</td><td>$0.06 in years 1-10, $0.00 in years 11+</td></tr>
<tr><td>$100,000 - $249,999</td><td>$0.03 in years 1-10, $0.00 in years 11+</td></tr>
<tr><td>$250,000 - $499,999</td><td>$0.01 in years 1-10, $0.00 in years 11+</td></tr>
<tr><td>$500,000+</td><td>$0.00 in all years</td></tr>
</table>
</td></tr>
<tr><td>Riders</td><td>Accidental Death Rider (ADB)<br>Automatic Growth Rider (AGR)<br>Assured Insurability (AI)<br>Chronic Condition Benefit (CCB)<br>Cost of Living (COL)<br>Children’s Term Insurance (CTI)<br>Disability Continuance of Insurance (DCOI)</td></tr>
</table>

| | |
|---|---|
| | Disability Payment of Premium Rider (DPP)<br>Enhanced Living Benefit (ELB)<br>Extra Protection Rider (EXP)<br>Income Assured Option (IAO)<br>Monthly Benefit Rider (MBR)<br>Other Insured Rider (OI)<br>Pension Increase Rider (PIR)<br>Spouse's Term Insurance (STI)<br>Terminal Illness Rider (TIR) |
| **Other Features** | **DEFRA Testing:** The insured may choose to either use the Guideline Level Premium Test or the Cash Value Accumulation Test for DEFRA testing.<br><br>**Preferred Loan Provision:** Beginning in the 3rd policy year, Kansas City Life may allow the owner to borrow up to the accumulated value at 1% net cost (in no case will the preferred loan exceed the cash surrender value). Loans made under this provision will still be charged 5% interest, but Kansas City Life will also credit 4% back to the accumulated value on these borrowed funds. This preferred loan provision is guaranteed.<br><br>**Bonuses**: **Accumulated Value Bonus - Durational Bonus:** See Account Values below for detailed specifications on the FlexWealth Advantage bonuses. |

**General**

Universal life (UL) insurance contracts can help consumers meet a variety of financial objectives. These objectives range from traditional death benefit coverage and advanced estate planning to insuring a vital employee and business continuation. Flexible components, tax-free death benefits, tax-favored policy distributions, and many other features make UL policies an excellent choice for a variety of different clients.

Of the flexible features, the ability to pay premiums on a flexible schedule is the one Owners most often utilize. After paying the first required premium, Owners have the flexibility to vary the timing and amount of premium. They may even elect not to pay a premium, provided the cash surrender value covers the policy charges on each monthly anniversary.

Some of the other flexible options include the ability to lower or raise (subject to underwriting guidelines) the specified amount, the right to change the death benefit option, and right to take loans and/or withdrawals from the available accumulated value. Riders are also available on most UL contracts. These riders provide even more options and flexibility in meeting the goals of consumers. Coverage additions and certain policy changes require underwriting approval.

UL contracts also make it easy for Owners to see and understand where their premium payments are going. Details of their policies are easily accessible, beginning with an illustration of policy charges and credits to prospective purchasers and continuing with an annual report to Owners once the UL contract is purchased. Annual reports illustrate the change in the value of the policy by showing the premiums paid, policy expenses and fees, mortality charges, withdrawals and loans taken out, and interest credited to the policy.

The premium and death benefit flexibility, ability to personalize the contract with Riders, and right to take outlays from the policy allow a UL policy to be the only life insurance contract a person needs over their lifetime.

For information on the general tax implications for universal life products, please refer to the Advanced Sales Digest on KCLIC.net. Click on "Publications", then on "Reference Articles" under "Advanced Sales Digest", then on "General Tax Implications for Variable and Universal Life Type Products".

**Death Benefit**

***Coverage Options***
The amount of proceeds payable upon the death of the Insured is determined according to the coverage option in effect at the time of death. There are two death benefit options available - for graphs of the options see below:

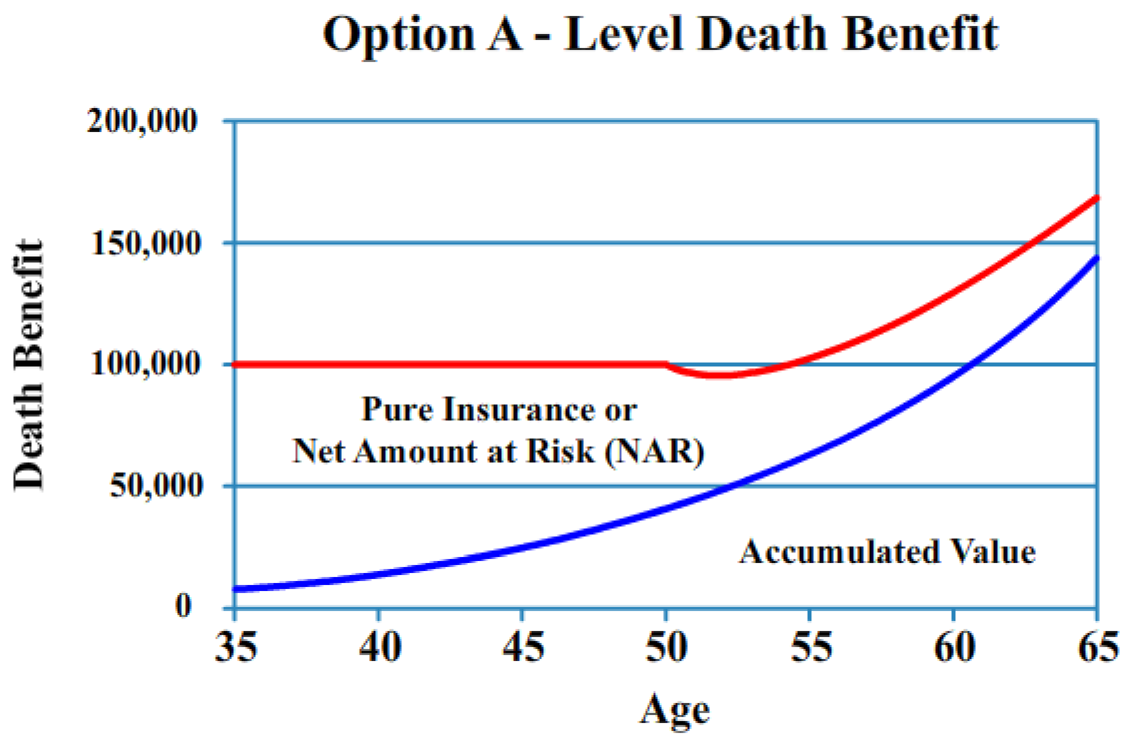
*On all options the proceeds payable at death are reduced by any loan balance.

***Option A***
The death benefit is the greater of:
1. the specified amount on the date of death increased by any premiums received during the period from the preceding monthly anniversary day to the date of death; or
2. the accumulated 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.

***Option B***
The death benefit is the greater of:
1. the specified amount plus the accumulated value, both on the date of death; or
2. the accumulated 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 A***
The death benefit is the greater of:
1. the specified amount on the date of death increased by any premiums received during the period from the preceding monthly anniversary day to the date of death; or
2. the accumulated 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.

The Proceeds payable at death are reduced by any loan balance.



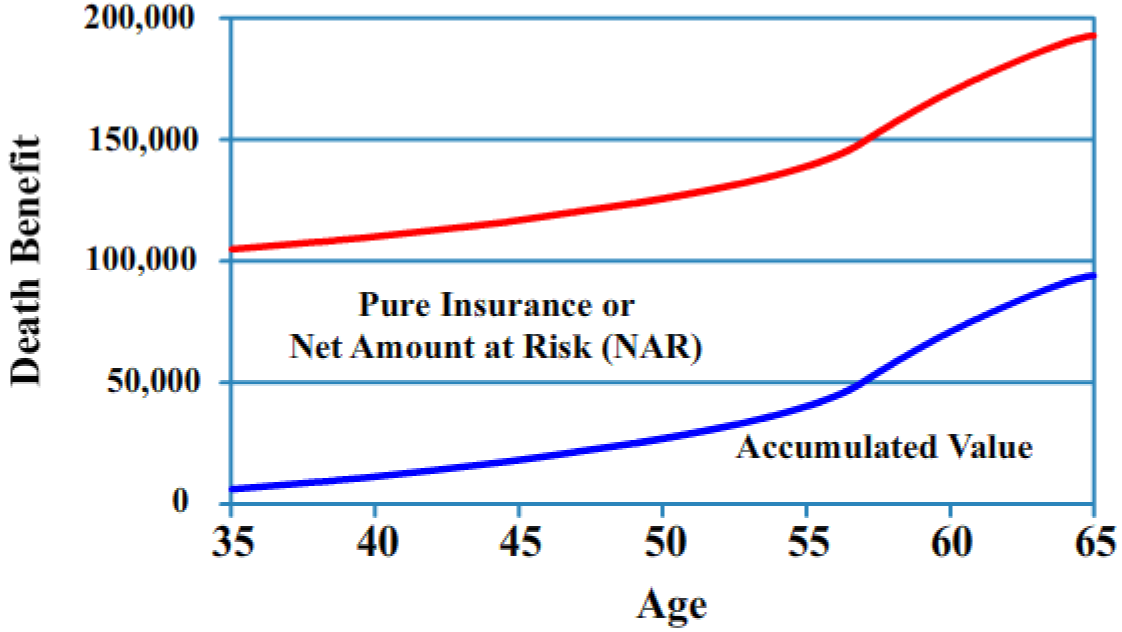

***Coverage Option B***

The death benefit is the greater of:

1. the specified amount plus the accumulated value, both on the date of death; or
2. the accumulated 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.

The proceeds payable at death are reduced by any loan balance.

# Option B - Specified Amount Plus Accumulated Value




***Corridor***

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

| Insured's Age | Corridor Percentage | Insured's Age | Corridor Percentage | Insured's Age | Corridor Percentage | Insured's Age | Corridor Percentage |
|---|---|---|---|---|---|---|---|
| 40 or less | 250% | 51 | 178% | 62 | 126% | 73 | 109% |
| 41 | 243% | 52 | 171% | 63 | 124% | 74 | 107% |
| 42 | 236% | 53 | 164% | 64 | 122% | 75-90 | 105% |
| 43 | 229% | 54 | 157% | 65 | 120% | 91 | 104% |
| 44 | 222% | 55 | 150% | 66 | 119% | 92 | 103% |
| 45 | 215% | 56 | 146% | 67 | 118% | 93 | 102% |
| 46 | 209% | 57 | 142% | 68 | 117% | 94 | 101% |
| 47 | 203% | 58 | 138% | 69 | 116% | 95+ | 100% |
| 48 | 197% | 59 | 134% | 70 | 115% | | |
| 49 | 191% | 60 | 130% | 71 | 113% | | |
| 50 | 185% | 61 | 128% | 72 | 111% | | |

***Net Amount at Risk***

The net amount at risk (NAR) is the amount of pure insurance protection provided by a policy.

For Option A policies, the NAR is approximately the specified amount minus the accumulated value. The NAR for Option A policies decreases as the accumulated value grows.

The NAR for Option B policies is roughly equal to the specified amount. Consequently, the NAR remains level with any increase in death benefit due to growth of the accumulated value. If the death benefit is increased by the corridor percentage then the NAR will also increase by that same amount.

***Changing Coverage Options***

The coverage option may be changed.

When a change from Option A to Option B is made, the specified amount will not change. Evidence of insurability may be required when this type of change is made since the death benefit will increase. The effective date of change will be the monthly anniversary day on or next following the date the change is approved.

An Option B to Option A change will result in an increase in the specified amount. The new specified amount will be equal to the Option B death benefit on the effective date of change. The effective date of change will be the monthly anniversary day on or next following the date the change is approved.

***Changes in Specified Amount***

The specified amount may be changed subject to certain conditions. A specified amount change will become effective on the monthly anniversary day on or next following the date we approve your application.

***Increase in Specified Amount***

Increases in the specified amount are subject to all underwriting rules and issue limits applicable at the time of increase. All increases will be underwritten according to the regular medical and non-medical limits.

Specified amount increases will change the surrender charge schedule, guaranteed payment period, and the guaranteed premium amount.

***Decrease in Specified Amount***

Any decrease in specified amount will first be applied against increases made to the specified amount in the reverse order of which they were made. Any remaining decrease will be applied against the initial specified amount. The specified amount may not be decreased below the minimum specified amount.

Specified amount decreases will not change the surrender charge schedule, guaranteed payment period, or the guaranteed premium amount.

***Lapse***

A policy will lapse when the cash surrender value on a monthly anniversary day is less than the monthly deduction for the month beginning on that monthly anniversary day. There is a 31-day grace period following that monthly anniversary day during which a premium payment may be made in order to provide enough cash surrender value to pay the balance of the monthly deduction. During the guaranteed payment period a policy is protected from lapse when the guaranteed premium requirement is met.

***Reinstatement***

If the grace period expires without sufficient premiums being paid, the policy may be reinstated within five years after the expiration of the grace period.

Reinstatement is subject to:
1. receipt of evidence of insurability of the Insured and Other Insured(s) if applicable, satisfactory to us; and
2. payment of the premium amount which would have kept the policy inforce through the end of the policy month during which the lapse occurred with interest; plus
    a. three months of guaranteed monthly premium if the policy lapsed during the guaranteed payment period; or
    b. three monthly deductions if the policy lapsed after the guaranteed payment period.

Interest at the rate of 5.0% per year compounded annually on any loan balance will be payable to the date of reinstatement. The policy 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 the time when any surrender charges are applicable, the balance of these periods at the time of lapse will resume upon reinstatement.

The policy cannot be reinstated if it has been surrendered for its cash surrender value.

**Premium**

The first premium payment must be paid when the policy is delivered. After that first payment has been made, subsequent premiums may be paid at any time. There is no insurance until the first premium has been paid.

The limitation for total first-year premium on Universal Life (UL) policies is 15 times the target premium, but in no case more than 70 percent of the specified amount of the policy. The 70 percent specified amount used in the premium limitation calculation is the current specified amount of the policy and includes any coverage provided by an ALI, OI, EXP, or ATC rider.

***Amount and Frequency***
The amount and frequency of premium payments are flexible. A single premium payment, lump sum payment followed by planned periodic payments, and pre-authorized monthly payments are all payment options of a UL policy. The proper amount and frequency of premium payments should be determined by careful analysis of both the goals of the Owner and the performance of the policy.

***Planned Premiums***
Planned premium payments can be set up as annual, semiannual, quarterly or, with Home Office consent, monthly payments. The amount and frequency of planned premium payments can be changed at any time.

***Billing***
Billing for periodic premium payments is available. The minimum premium Kansas City Life will accept is $25 for regular billing and $10 for pre-authorized check, government allotment and combined billing. The available premium payment modes and corresponding billing minimums are listed below:

PRE-AUTHORIZED CHECK (PAC)

| | |
|---|---|
| Monthly | $10 |

| | |
|---|---|
| Quarterly, Semiannual, Annual | $25 |

REGULAR BILLING

| | |
|---|---|
| Monthly | Not Available |
| Quarterly, Semiannual, Annual | $25 |

COMBINED BILLING (CB) - TOTAL BILLED PREMIUM
(Available only for two or more policies billed to same address)

| | |
|---|---|
| Monthly (Family Plan) | $10 |
| Monthly (Salary Savings) | $25 |
| Quarterly, Semiannual, Annual | $25 |

GOVERNMENT ALLOTMENT (GA)

| | |
|---|---|
| Monthly | $10 |
| Quarterly, Semiannual, Annual | Not Available |

Kansas City Life will not bill for a premium amount that is less than the guaranteed monthly premium to maintain no-lapse protection during the guaranteed payment period. If a lump sum is paid at issue that is at least as large as the difference between the total guaranteed premiums required during the guaranteed payment period and the planned premiums to be paid during this period, billing for this planned premium is allowed.

***Unscheduled Additional Premiums***
Additional premiums may be paid at any time but Kansas City Life reserves the right to limit the number and amount of any additional premium payments.

***Guaranteed Monthly Premium and Guaranteed Payment Period***
Kansas City Life guarantees that the policy will not lapse during the guaranteed payment period provided one of two conditions is met during that period. They are:

1. 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 loan balance and the total amount of partial withdrawals; or

2. the cash surrender value of the policy on a monthly anniversary day must be sufficient to cover the monthly deduction for the month beginning on that day.

It is not required that the guaranteed monthly premium be paid, but it is necessary to pay it for the Owner to retain the guarantee that the policy will not lapse during the guaranteed payment period.

A specified amount increase will start a new guaranteed payment period with a new guaranteed monthly premium while a decrease will not change the guaranteed minimum premium. The guaranteed monthly premium is shown on the last page of the basic illustration.

***Target Premium***
The target premium is the commissionable premium, the amount on which first-year commissions are

paid. The Additional Life Insurance rider and short-term flat extras are not commissionable and are not included as part of the target premium.

***Refund of Premiums***
Kansas City Life reserves the right to refund any premium payment that would require an increase in the policy's death benefit in order to keep the policy qualified as life insurance under the tax code.

***Paid-Up Option***
This UL has the option to become a paid-up policy. The paid-up option can be exercised at any time subject to minimum policy size requirements. After this option is exercised, a policy endorsement will be issued which details the specific changes to the original contract. The cost of insurance rates, the interest rate and the policy expenses are guaranteed for the life of the paid-up policy.

The cash surrender value of the policy and the paid-up single premium purchase factors are used to calculate the specified amount of the paid-up policy. The minimum specified amount of the paid-up policy is $5,000. The cash surrender value must be large enough to purchase an amount of at least $5,000 before this option can be exercised. The maximum specified amount of the paid-up policy is the specified amount of the original policy. A paid-up policy may not be changed back to a premium paying policy.

If there is excess cash surrender value remaining after purchasing the maximum specified amount, two options are available:
1. the excess may be used to increase the specified amount of the paid-up policy, subject to underwriting approval; or
2. the excess may be paid to the Policyowner.

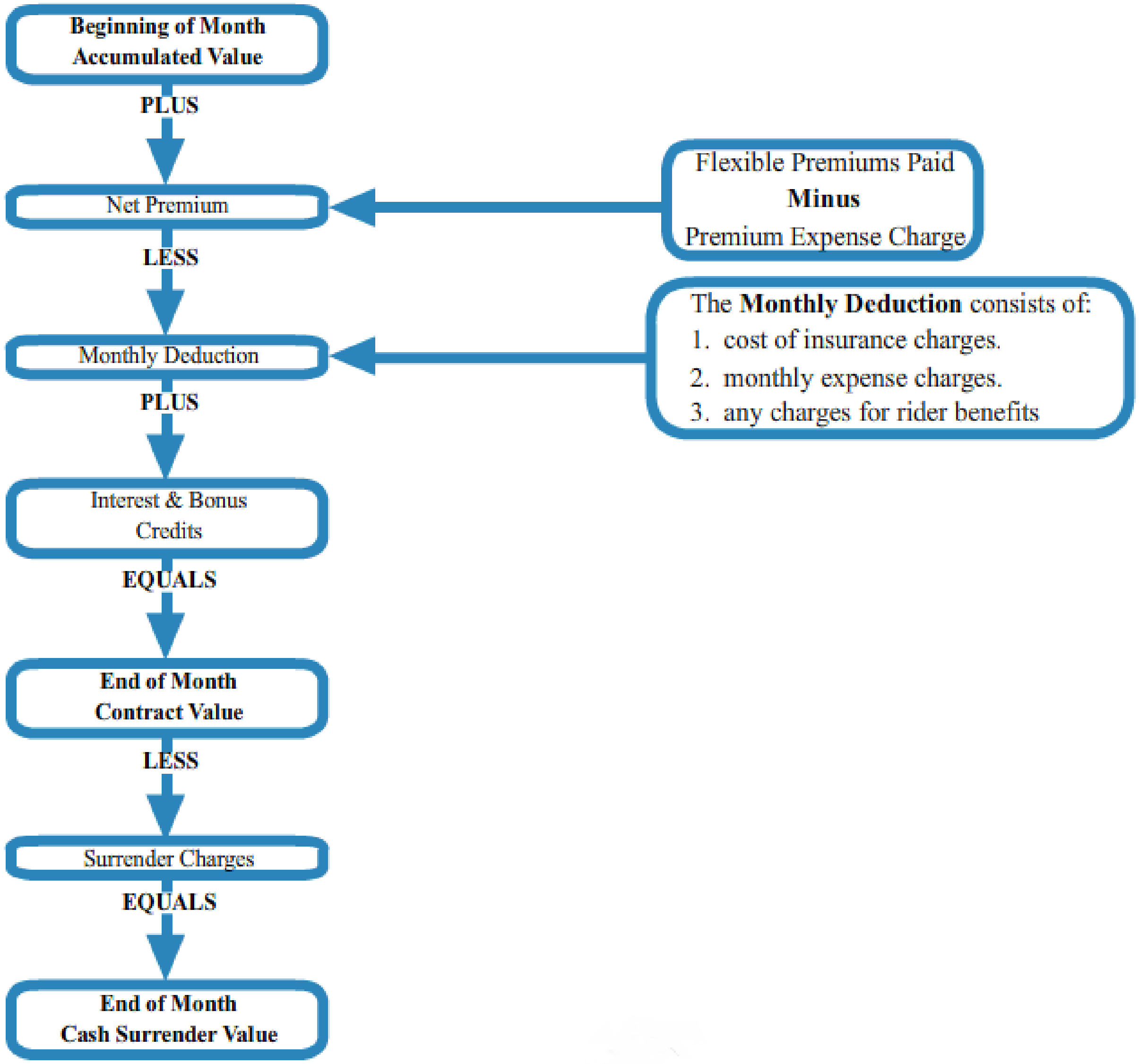
These paid-up single premium purchase factors are guaranteed for the life of the paid-up policy.

Loans are available on a paid-up policy. Partial withdrawals are not available on a paid-up policy.

The specified amount of a paid-up policy may not be changed. The death benefit is the specified amount of the paid-up policy less any loans and loan interest.

**Account Values**

The following diagram shows how a typical universal life's account values are calculated for one policy month.




***Accumulated Value***
The sum of all net premiums paid and interest earned less any previous partial withdrawals and monthly deductions.

***Net Premium***
Premium paid minus premium expense charges.

***Interest***
The interest rates credited to the accumulated value shall not be less than 3%. The current interest rate being credited on the accumulated value is based on the date each premium payment is received in the Home Office. These rates may be changed periodically at the discretion of the Board of Directors.

The first premium will begin earning interest on the latter of the policy issue date or the first working day on or after the date the payment is received in the Home Office. Additional premium payments will begin earning interest on the first working day on or after the date the payment is received in the Home Office.

***Bonus Provision***
There are two bonuses available with the intent to reward persistency and improve the long-term competitiveness of policies. Each bonus is outlined below. These bonuses are based on company practice and are not guaranteed.

***Accumulated Value Bonus***
For policies with unloaned accumulated values exceeding $10,000 and a current specified amount of at least $250,000, a bonus will be credited to the accumulated value equal to 0.25% of the unloaned accumulated value. This bonus is not guaranteed.

***Durational Bonus***
An additional bonus equal to 0.25% of the unloaned accumulated value will be credited to the accumulated value in years 6+ where the current specified amount is at least $100,000. This bonus is not guaranteed.

***Monthly Deduction***
A monthly deduction is made from the accumulated value on each monthly anniversary day in order to pay the cost of insurance for the base policy, the cost of insurance of any additional riders, and the monthly expense charges.

***Cost of Insurance***
The cost of insurance rates are based on specified amount, sex, issue age, duration, and risk class. They are applied to the net amount at risk. The rates will never be greater than the guaranteed cost of insurance rates as set forth in the policy. The monthly cost of insurance for the base policy and each rider will be deducted from the accumulated value on each monthly anniversary day.

***Cost of Additional Riders***
Charges for riders are deducted monthly from the accumulated value.

***Expenses***
There is a $5.00 expense charge on each monthly anniversary day.

There is also a Percent of Premium charge of 6%.

Last of all, there is a per $1,000 monthly expense, see table below:

| Face Amount | Monthly Per $1,000 Expense |
|---|---|
| $10,000 - $49,999 | $0.06 in all years |
| $50,000 - $99,999 | $0.06 in years 1-10, $0.00 in years 11+ |
| $100,000 - $249,999 | $0.03 in years 1-10, $0.00 in years 11+ |
| $250,000 - $499,999 | $0.01 in years 1-10, $0.00 in years 11+ |
| $500,000+ | $0.00 in all years |

***Guaranteed: $0.06 per month in all years**

***Surrender Charges***
A surrender charge will be made against the accumulated value when the policy is surrendered during the surrender charge period. The surrender charge varies by issue age, policy duration, and specified amount. The surrender charges are listed in the policy pages.

If the specified amount is increased, the increase amount will be assigned a separate surrender charge schedule.

***Cash Surrender Value***

The cash surrender value is the accumulated value minus any applicable surrender charge and any loan balance. The cash surrender value is the amount that is available for loans and withdrawals, or the amount received if the contract is surrendered.

***Partial Withdrawals***

The Owner may take a partial withdrawal from their policy. A $25 charge will be applied to any partial withdrawal.

Under Option A, the specified amount and accumulated value will both be reduced by the amount of the partial withdrawal plus the $25 charge. Under Option B, the accumulated value will be reduced by the amount of the partial withdrawal plus the $25 charge.

A partial withdrawal will not be allowed if, after the withdrawal, the resulting specified amount would be below the minimum specified amount at the time of issue.

***Loans***

The amount of loan available at any time is the cash surrender value as of the policy loan date less interest on the resulting loan balance to the next policy anniversary. The interest rate charged on an outstanding loan is 5%. The portion of the accumulated value securing the outstanding loan will earn interest at the guaranteed interest rate and the unloaned portion of the accumulated value earns the current interest rate. The loan balance will be secured by the cash surrender value earning the most recent current interest rate at the time the loan is made. A Loan and Interest Agreement Form must be completed by the Owner and submitted to the Home Office for loans of more than $10,000.

Loan repayments may be made at any time and must be designated as loan repayments. Otherwise, they will be treated as premium payments. The minimum loan repayment allowed is $25. Loan repayments are not subject to the premium expense charge.

***Preferred Loan Provision***

Beginning in the 3rd policy year, Kansas City Life may allow the owner to borrow up to the accumulated value at 1% net cost (in no case will the preferred loan exceed the cash surrender value). Loans made under this provision will be charged 5% interest, but Kansas City Life will also credit 4% back to the accumulated value on these borrowed funds. This preferred loan provision is guaranteed.

## Accidental Death Benefit (ADB)

**Issue Ages**
5-60

**Benefit**

This rider provides for the payment of an additional amount of insurance in the event of accidental death. The benefit terminates on the policy anniversary on which the Insured's attained age is 70.

**Amounts**
The minimum ADB amount is $1,000. The ADB amount cannot exceed the initial specified amount. The amount of ADB inforce with all companies cannot exceed $200,000.

**Other Information**
This rider is not available to an Insured rated higher than Table D or with an aviation or occupational premium exceeding $3.50 per $1,000.

## Option to Increase Specified Amount (AI)

**Issue Ages**
0-38

**Benefit**
This rider allows the Insured to increase the specified amount by the option amount or less, on each of the regular option dates or an alternative option date without evidence of insurability. The regular option dates occur on the policy anniversary when the Insured has attained the age shown:

| Issue age of Policy | No. of Regular Option Dates | Ages |
| --- | --- | --- |
| 0-17 | 8 | 18, 22, 25, 28, 31, 34, 37, 40 |
| 18-21 | 7 | 22, 25, 28, 31, 34, 37, 40 |
| 22-24 | 6 | 25, 28, 31, 34, 37, 40 |
| 25-27 | 5 | 28, 31, 34, 37, 40 |
| 28-30 | 4 | 31, 34, 37, 40 |
| 31-33 | 3 | 34, 37, 40 |
| 34-36 | 2 | 37, 40 |
| 37-38 | 1 | 40 |

**Benefit (continued)**
An alternative option date will be 91 days after one of these following events has occurred while the rider is inforce:
1. the Insured's marriage
2. the birth of each living child born of the Insured's marriage
3. the Insured's legal adoption of a child

The above events must occur at least 90 days prior to the policy anniversary on which the Insured is age 40.

**Amounts**
Minimum Option Amount - $5,000
Maximum Option Amount - Lesser of $50,000 or the policy volume

**Other Information**
The rider terminates on the policy anniversary on which the Insured is age 40.

This rider is not available to an Insured who is rated higher than Table B or with an aviation or occupational premium exceeding $3.50 per $1,000.

The new policy purchased may be any permanent life policy offered by Kansas City Life at the option date. The new policy may not be a term policy.

If the base policy includes the Waiver of Premium rider and Kansas City Life is not waiving premiums due to disability when the new policy is issued, the new policy may include the Waiver of Premium rider. If the base policy includes the Waiver of Premium rider and premiums are being waived when the new policy is issued, the premiums for the new policy will also be waived for the continued disability of the Insured.

## Automatic Growth Rider (AGR)

**Issue Ages**
0-55 renewal through age 65

**Benefit**
This rider automatically increases the specified amount by 10% of the issued specified amount on every third policy anniversary.

**Amounts**
The total increases from this rider may not exceed $100,000.

**Other Information**
The AGR rider is available only at issue. There is no charge for this rider. The increase coverage will be issued at the risk class determined at rider issue. Commissions will be paid to the agent of record for the increase. Just as with a requested increase, a new guaranteed payment period and surrender charge period will apply. The rider will terminate if the policy is decreased or if any automatic increase is rejected.

This rider is not available to Primary Insureds who are rated higher than Table B or with an aviation or occupational premium exceeding $3.50 per $1000.

If the policy has DCOI, the DCOI will apply to this rider and the monthly charge for any increase under this rider during a period of disability will automatically be included in the monthly deposit provided by the DCOI rider.

The increase in specified amount is also covered under the waiver of the monthly deduction in the DPP rider. Following the increase in specified amount the company may require the DPP benefit amount to be increased to the new minimum amount.

The Automatic Growth Rider and Cost of Living Rider can both be used on the same product.

## Chronic Condition Benefit (CCB)

**Issue Ages**
All

**Benefit**
Under the Accelerated Death Benefit for Chronic Illness Rider, Kansas City Life Insurance Company will pay an accelerated death benefit payment amount to the Owner in the event of a Chronic Illness. The rider is triggered if the insured cannot perform 2 of the 6 ADLs for 90 consecutive days as certified by their physician, or requires substantial supervision to protect him or herself from threats to health and safety due to severe cognitive impairment.

**Amounts**
The requested election amount is a portion of the face amount that is requested to be accelerated and is subject to the following limitations:

- the minimum election amount is the lesser of $10,000 or 10% of the policy face amount; and
- the maximum election amount is 80% of the policy's face amount, but can never exceed $300,000. However, the maximum total accelerated benefits payable by KCL under all accelerated death benefit riders for a policy can never exceed $300,000.

The chronic illness benefit amount is equal to:

- the Actuarial present value based on their condition of the requested election amount; minus
- the present value of expected future unpaid premiums; minus
- a $250 administrative charge (currently waived).

The minimum chronic illness benefit will be the net cash value of the policy multiplied by the percentage of available proceeds elected under this rider.

If the policy has an outstanding loan balance, a portion of the chronic illness benefit will be withheld to reduce the indebtedness. The portion withheld will be equal to the requested election amount divided by the face amount of the policy times the loan balance.

The maximum annual benefit is the per diem allowance permitted under 101(g)(3) of Internal Revenue code multiplied by the number of days in the current calendar year that the Insured is expected to be chronically ill.

After a chronic illness benefit payment, we will reduce values proportionately. The policy values that are reduced include premiums, guaranteed values, cash value, surrender charges, face amount, and loan balance.

**Other Information**
This rider can be utilized more than once, but no more than once each 12 months.

This rider terminates on the date on which the policy terminates, on the date that the maximum benefit amount has been paid, on the date that the policy is continued as a reduced amount of paid-up insurance, or on the date that a benefit is paid under the Terminal Illness Rider.

The Chronic Condition Benefit is only available at issue or with a $25,000 increase.

A policy issued with this rider must include the Terminal Illness Rider.

This rider cannot be added to a policy with the Enhanced Living Benefits rider.

## Children's Term Insurance (CTI)

**Issue Ages**
14 days - 17 years (child's age)

**Benefit**
This rider provides level term insurance on each Insured Child. The rider expires on the policy anniversary on which the Primary Insured is age 65, if living, otherwise the policy anniversary on which the Primary Insured's age would have been 65. The term insurance on each Insured Child continues until the earlier of: the policy anniversary on which the Insured Child is age 25; or the expiration date of the rider.

**Amounts**
For each $5,000 of initial specified amount of the base policy, one unit equal to $1,000 of coverage may be purchased for each Insured Child, up to a maximum of 25 units or $25,000.

**Other Information**
An Insured Child is:

1. any natural child, stepchild or legally adopted child of the Insured provided the child is named in the application for the policy or this rider, is not 18 years of age or older and is living in the Insured's household at date of application; and
2. any child who, after the date of application, is born of the marriage of the Insured, or is legally adopted by the Insured prior to the child's 18th birthday.

The cost for this rider is the same, regardless of the number or ages of the children.

This rider is not available if the Insured is over age 60 or rated higher than Table B.

The term insurance on each Insured Child may be converted to a permanent life policy without evidence of insurability at any time the policy is inforce. Conversion must be requested before the earlier of:

1. the policy anniversary on which the Insured Child is age 25; or
2. 31 days after the expiration date of the rider

There is no conversion credit.

The amount of insurance on the new policy may not be more than the amount of insurance provided by the Insured Child's rider, unless:

1. the Insured Child marries before age 25; or
2. the Insured Child's attained age is 25 at conversion.

In these cases, the amount of insurance allowed on the new policy will be the lesser of $25,000 or five times the amount of the CTI rider.

If the Primary Insured dies while the CTI rider is inforce, the rider will become fully paid-up without any payment of further premiums. The paid-up insurance will be a nonparticipating paid-up level term policy, and will have cash value but no loan value. The paid-up insurance will terminate on the policy anniversary on which the Primary Insured's age would have been 65.

If the base policy has the WP rider, this rider must also include the WP rider. If the base policy has the DCOI rider, this rider must also include the DCOI rider. The DCOI rider covers the disability of the Primary Insured only.

## Cost of Living Rider (COL)

**Issue Ages**
0-63

**Benefit**
The Cost of Living rider provides for an automatic increase in the specified amount without evidence of insurability and will be based on the Insured's risk class as of the effective date of this rider. Each increase becomes effective on the policy anniversary and is based on the increase in the Consumer Price Index.

**Amounts**
The maximum increase allowed in any one year is 10% of the initial Specified Amount. The total increase allowed by this rider is the lesser of the initial Specified Amount or $100,000.
The increase in the Specified Amount is calculated as the initial Specified Amount times a cost of living factor. The cost of living factor for any year is:

$$\frac{(D-C)}{C}$$

"C" is the Consumer Price Index for August of the calendar year two years prior to the effective date of any increase in coverage. "D" is the Consumer Price Index for August of the calendar year prior to the effective date of any increase in coverage.

**Other Information**
The COL rider is available only at issue. The increase coverage will be issued at the risk class determined at rider issue. Commissions will be paid to the agent of record for the increase. The rider will terminate if the policy is decreased or if two automatic increases are rejected. A decrease in the specified amount caused by a partial surrender will not terminate this rider. There is no charge for this rider. There will be no increase in the guaranteed annual premium for an increase in specified amount under this rider.

This rider is not available to Primary Insured who are rated higher than Table D.

If the policy has DCOI, the DCOI will apply to this rider and the monthly charge for any increase under this rider during a period of disability will automatically be included in the monthly deposit provided by the DCOI rider.

The increase in specified amount is also covered under the waiver of the monthly deduction in the DPP rider. Following the increase in specified amount the company may require the DPP benefit amount to be increased to the new minimum amount.

The Cost of Living Rider and Automatic Growth Rider can both be used on the same product.

## Disability Continuance of Insurance (DCOI)

**Issue Ages**
15-55, with renewal through 59

**Benefit**

This rider preserves the death benefit as of the date of disability by providing monthly deposits to the accumulated value. The amount deposited each month is the net amount at risk on the date of disability times the cost of insurance rate applicable at the time of deposit, plus the monthly charges for any riders, percent of premium charges and monthly expense charges. Under either coverage option, the accumulated value will grow with interest at the current interest rate. The guaranteed payment period is suspended during a period of disability. The surrender charge is not suspended during a period of disability. For benefits to be payable under this rider, total disability must exist for six consecutive months and must occur before age 60.

**Amounts**
n/a

**Other Information**
This rider is not available if the Disability Payment of Premium rider is added to the policy.

## Disability Payment of Premium Rider (DPP)

**Issue Ages**
15-55, with renewal through 59

**Benefit**
This rider provides for the payment of the DPP benefit amount as premium to the policy during a period of total disability of the Insured only. Benefits will be paid during the lifetime and continued disability of the Insured. The DPP benefit amount is a monthly amount that is requested by the applicant and set at issue of the rider. If the policy's cash surrender value plus the DPP benefit is not large enough to cover the monthly cost of insurance and expense deductions, an additional amount to cover these will be waived.

For the benefit to be payable under this rider, the Insured's disability must exist for six consecutive months and must occur before age 60. The rider terminates on the policy anniversary on which the Insured is age 60 and is not receiving benefits under this rider.

**Amounts**
DPP is expressed as a monthly benefit amount. The minimum amount that may be purchased is the Guaranteed Monthly Premium of the policy. The maximum monthly amount that may be purchased varies by the type of DEFRA test applied:

**CVAT**
The maximum is the lesser of the annualized planned premium divided by 12, $2,500, and the Guaranteed Monthly Premium multiplied by 1.3 for Option A policies, or 3.0 for Option B.

**GLP**
The maximum is the lesser of the annualized planned premium divided by 12, $2,500, and the Guideline Level Premium divided by 12.

**Other Information**
This rider is not available if the Disability Continuance of Insurance rider is added to the policy or if the Primary Insured is rated higher than a Table D.

## Enhanced Living Benefits (ELB)

**Issue Ages**
20-80

**Benefit**
The benefit base is selected at issue. This benefit base is available to be prepaid monthly to the owner if the insured qualifies for benefits under either, or both, of 2 triggers:

(1) a confinement* trigger, which requires the insured to be residing in and receiving care in an eligible Nursing Home, or

(2) a chronic condition* trigger, which requires certification by a Licensed Physician within the last 12 months that the insured has a condition resulting in being permanently unable to perform, without substantial assistance from another individual, at least 2 of 6 activities of daily living (ADL) due to a loss of functional capacity; or requiring substantial supervision to protect the insured from threats to health and safety due to permanent Severe Cognitive Impairment. The insured must be receiving health care assistance, as defined in the rider, at least two times per week.

*Both triggers require that the confinement/condition has existed for the preceding 90 days and is continuous.

Payments may be made under both triggers concurrently if insured qualifies under both triggers.* The default monthly benefit payment will be an amount equal to 1% of the base specified amount for each trigger. The default lump sum payable will be an amount equal to 10% of the base specified amount for each trigger.

*Benefit triggers, elimination period and concurrent benefit payments may vary by state.

**Amounts**
The total benefit provided by this rider cannot exceed $500,000* or 90% of the base policy's Specified Amount.

*This is subject to state availability. The maximum in some states is $350,000.

**Other Information**
This rider is NOT Long Term Care, Nursing Home, or Health Insurance. There is no benefit for Home Care, Adult Day Care, or other specific services. Payments are based entirely on confinement or chronic condition, not on expenses incurred. There are no restrictions on the use of benefit payments.

This rider terminates on the earliest of:
1. Termination of the Base Policy;
2. Cancellation of the rider by the owner;
3. The date you have received benefit payments totaling the Maximum Accelerated Benefit Amount;
4. The date the Policy matures;
5. The date you exercise a Paid-Up Insurance Benefit option, if any, in the Policy; or
6. The date no further benefit payments are available under either option.

The Enhanced Living Benefits (ELB) rider is only available at issue or with a $25,000 increase.

## Extra Protection Rider (EXP)

**Issue Ages**
0-80

**Benefit**
The EXP rider provides level yearly renewable term coverage on the Insured. The coverage expires when the Insured is 120, unless an earlier date is requested.

**Amounts**
The minimum issue limit on the EXP rider is $25,000 and the maximum is two times the base policy specified amount.

**Other Information**
The term insurance of the EXP rider may be converted to a new permanent policy at any time the rider is inforce without evidence of insurability; this includes an increase in the base policy. There is no conversion credit. The amount of insurance on the new policy may not be more than the amount of insurance provided by the EXP rider; if additional coverage is desired on the new policy, evidence of insurability will be required on this additional amount.

If the DCOI rider is included on the base policy, it must also cover the EXP rider attached to that policy. If the Insured has the DCOI rider and becomes totally disabled, an amount sufficient to cover the cost of the EXP rider will be added to the accumulated value each month in accordance with the provisions of the DCOI rider.

If ADB coverage is included on the base policy, it may also be written, if desired, on the EXP rider for up to the amount of the rider. The coverage expires at age 70. The amount of ADB inforce on the Insured with all companies cannot exceed $200,000.

## Income Assured Option (IAO)

**Issue Ages**
All

**Benefit**
The Income Assured Option rider allows the owner to choose how the death benefit is paid out. At the time the endorsement is added, the owner will designate a Lump Sum Benefit that is immediately paid out at proof of death. They will also designate an Installment Benefit Amount paid over a designated number of Installment Benefit Years after proof of death. Payments of the Installment Benefit Amount will begin

one modal period after the Lump Sum Benefit is paid and will be paid according to the Installment Benefit Mode elected.

- **Amounts**
  Lump Sum Benefit: The amount of Lump Sum Benefit is selected at issue of the endorsement. It is payable upon proof of death.
- Installment Benefit: The Installment Benefit Amount, Installment Benefit Period, and Installment Benefit Mode are selected at issue of the endorsement. Payments of the Installment Benefit will begin one modal period after the Lump Sum Benefit is paid.
  - Minimum Benefit Amount: $100
  - Installment Benefit Period: 5-30 years
  - Installment Benefit Mode: Annual, Semi-annual, Quarterly, or Monthly
  - Interest Rate Applied: 3% (Subject to change for new issues)

**Other Information**
All adjustments to the death benefit proceeds will be first applied as an adjustment to the Lump Sum Benefit. Any remaining adjustment needed will be applied to the present value of the Installment Benefit and adjust the Installment Benefit Amount.

The Owner may change the allocation of the Lump Sum Benefit and Installment Benefit without underwriting as long as the specified amount remains the same.

The Income Assured Option rider can be added to a policy at issue or any time after issue.

## Monthly Benefit Rider (MBR)

**Issue Ages**
20-55

**Benefit**
The Monthly Benefit Rider (MBR) is designed to replace a family's lost income due to the death of the Primary Insured. It pays a monthly benefit amount to the named beneficiary upon the death of the Insured. The benefit amount is payable for a period selected at policy issue and has an option to increase by 3% per year. Multiple MBR's can be added to a single policy as long as the total benefit does not exceed the limits.

**Amounts**
The minimum benefit amount on each MBR is $500 paid monthly. The maximum total benefit amount is 2% of the initial specified amount.

**Other Information**
The minimum stop date for this rider is 10 years beyond the issue date and the maximum corresponds to the date in which the insured would turn 75. This rider is available on both new issued and inforce polices. The MBR Rider is commissionable.

## Other Insured Term Life Insurance (OI)

**Issue Ages**
0-65

**Benefit**
The OI rider provides level yearly renewable term coverage on the person insured by it. The coverage expires at the earlier of the Insured’s age 120 or the Other Insured’s age 120.

**Amounts**
The minimum OI specified amount is $10,000 ($25,000 for Variable Universal Life). The maximum specified amount of an OI rider on the Insured is up to two times the specified amount of the base policy. The maximum for any person other than the Insured is up to the specified amount of the base policy.

**Other Information**
Only the Insured, the spouse, children and/or business associates of the Insured may be covered by this rider. A maximum of nine lives may be covered by OI riders on one policy.

If the DCOI rider is included on the base policy, it must also cover any OI riders attached to the policy. If the Insured has the DCOI rider and becomes totally disabled, an amount sufficient to cover the cost of the OI rider will be added to the accumulated value each month in accordance with the provisions of the DCOI rider. The DCOI rider provides a benefit only for the disability of the Insured.

OI ADB coverage is available if the base policy has the ADB rider attached. All policy requirements and limits are the same as on a base policy ADB.

## Pension Increase Rider (PIR)

**Issue Ages**
Generally 21 - 65 (consult Pension Plan Document)

**Benefit**
This rider allows the Owner to increase the specified amount on each of the option dates. The increase does not require evidence of insurability and will be based on the Insured’s risk class on the effective date of this rider.

**Amounts**
The total amount of increases provided by this rider cannot exceed $100,000.

**Other Information**
This rider is not available to Insured’s who are rated higher than a standard risk. This rider will be automatically added to all qualified policies at issue if the Insured is not rated higher than a standard risk.

This rider terminates on the earliest of:
1. the policy anniversary on which the Primary Insured is 65; or
2. the date that the Primary Insured ceases to be an eligible participant in the pension plan; or
3. the date the policy terminates for any reason.

If the policy has DCOI the monthly charge for any increase under this rider during a period of disability will automatically be included in the monthly deposit provided by the DCOI rider.

## Spouse's Term Insurance (STI)

**Issue Ages**
15-50 (spouse's age) The spouse must not be more than 15 years younger or 10 years older than the Primary Insured.

**Benefit**
This rider provides decreasing term insurance on the Insured's spouse. (Common law marriage is not recognized for purposes of qualifying for this rider.) The rider expires on the first policy anniversary on which the Insured Spouse's age is 65.

The specified amount of insurance per unit of coverage depends on the Insured Spouse's attained age. A table indicating the death benefit per unit of coverage is shown below.

| Insured Spouse's Age | Specified Amount per Unit | Insured Spouse's Age | Specified Amount per Unit | Insured Spouse's Age | Specified Amount per Unit |
|---|---|---|---|---|---|
| 20 & under | $5000 | 35 | $3500 | 50 | $2000 |
| 21 | $4900 | 36 | $3400 | 51 | $1900 |
| 22 | $4800 | 37 | $3300 | 52 | $1800 |
| 23 | $4700 | 38 | $3200 | 53 | $1700 |
| 24 | $4600 | 39 | $3100 | 54 | $1600 |
| 25 | $4500 | 40 | $3000 | 55 | $1500 |
| 26 | $4400 | 41 | $2900 | 56 | $1400 |
| 27 | $4300 | 42 | $2800 | 57 | $1300 |
| 28 | $4200 | 43 | $2700 | 58 | $1200 |
| 29 | $4100 | 44 | $2600 | 59 | $1100 |
| 30 | $4000 | 45 | $2500 | 60 | $1000 |
| 31 | $3900 | 46 | $2400 | 61 | $1000 |
| 32 | $3800 | 47 | $2300 | 62 | $1000 |
| 33 | $3700 | 48 | $2200 | 63 | $1000 |
| 34 | $3600 | 49 | $2100 | 64 | $1000 |

**Amounts**
1-5 units

**Other Information**
The charge for this rider is based on the number of units of coverage and the Insured Spouse's issue age. The premiums for this rider are payable to the Insured Spouse's age 65. The rider expires on the first policy anniversary on which the Insured Spouse's age is 65.
This rider is not available if the Insured is rated higher than Table B or is over 65.

This rider may be converted without evidence of insurability to a nonparticipating permanent life policy then being issued by the Company if:

1. the rider is inforce; and

2. the request for conversion is made no later than 31 days after the expiration date of the rider.

There is no conversion credit.
If the Insured dies while this rider is inforce, the rider will become fully paid-up. The insurance will be a nonparticipating paid-up decreasing term policy, and will have cash value but no loan value. The paid-up insurance will terminate on the first policy anniversary on which the Insured Spouses age is 65.

If the base policy has the WP rider, this rider must also include the WP rider.

## Terminal Illness Rider (TIR)

**Issue Ages**
All

**Benefit**
Under the Accelerated Death Benefit for Terminal Illness Rider, Kansas City Life Insurance Company will pay an accelerated death benefit payment amount to the Owner in the event of the Insured being diagnosed as having a terminal illness by a physician which will result in the Insured's death within 12 months.

**Amounts**
The requested election amount is a portion of the face amount that is requested to be accelerated and is subject to the following limitations:

- the minimum election amount is the lesser of $10,000 or 10% of the policy face amount; and
- the maximum election amount is 80% of the policy's face amount, but can never exceed $300,000. However, the maximum total accelerated benefits payable by KCL under all accelerated death benefit riders for a policy can never exceed $300,000.*

*These are the current amounts and may differ by product and issue date. Check the contract.

The terminal illness benefit amount is equal to:

- the TIR election amount (chosen by the policy owner at the time the claim is made); minus
- an interest charge; minus
- a $250 administrative charge (currently waived).

If the policy has an outstanding loan balance, a portion of the terminal illness benefit amount will be withheld to reduce the indebtedness. The portion withheld will be equal to the loan balance times the requested election amount divided by the face amount of the policy plus the cash value if Option B or the net premiums paid of Option C.

After a terminal illness benefit payment, we will reduce policy values. The policy values that are reduced include premiums, guaranteed values, cash value, surrender charges, and face amount. We will reduce the policy values by multiplying by the terminal illness benefit divided by the face amount of the policy plus the cash value if Option B or the net premiums paid if Option C.

**Other Information**
This rider can only be utilized once.

This rider terminates on the date a terminal illness benefit amount is paid, on the date that the policy is continued as extended term insurance or reduced amount of paid-up insurance, on the date that the maximum benefit amount has been paid, on the date on which the policy terminates for any reason, or 2 years before the policy endows/matures.

The Terminal Illness Rider can only be added to a policy at issue or with a $25,000 increase.

The rider must be issued if the Chronic Condition Benefit (CCB) rider is issued on a policy.

## Other Information

### *Term Conversions to Universal Life*

The first step in converting a term policy to a universal life policy is to complete the appropriate universal life application and return it to the Home Office with the term policy to be converted or a signed lost policy affidavit. To maintain the preferred risk class from the term policy to the UL policy, the term policy must be converted within the first five years. Conversions after the first five policy years will require underwriting in order to obtain the preferred classification.

Medical evidence is required if:
1. the specified amount is increased;
2. the risk class is changed (standard to preferred, tobacco to nontobacco);
3. an optional rider is added; or
4. a substandard rating is reduced.

Any unearned premium will be transferred to the new policy and applied to the new issue annualized guaranteed monthly premium. The transferred amount will be subject to the regular percent-of-premium load.

Term policies with a reserve credit state that the credit may not exceed the annualized guaranteed monthly premium for the new policy. The transferred amount will be subject to the regular percent-of-premium load.

A term policy with a conversion credit states that the credit may not exceed one-half of the annualized guaranteed monthly premium of the new policy. The conversion credit will be applied on a pro rata basis. The transferred amount will be subject to the regular percent-of-premium load. The conversion credit is not commissionable.

Premiums on the term policies should be paid until the new policy is issued. If there is not sufficient unearned premium on the policies being converted, the first modal premium must be received in the Home Office at the time of issue to ensure that no loss of coverage occurs.

The UL policy will be dated on the paid-to date of the term policy being converted. The Insured's attained age on that date will be used to calculate the issue age. Conversions will not be redated after issue to a more current date.

### *Rollover to Variable Universal Life*

Rolling over any existing permanent policy or policies to a UL policy is initiated by completing the appropriate application and returning it to the Home Office. Along with the application a complete signed illustration, state approved replacement form, 1035 exchange form, and the old policy or signed lost policy affidavit must also be submitted. Other forms may also be required.

If a Kansas City Life whole life policy is being rolled over, premium should continue to be paid on that policy until the new UL policy is issued. Any unearned premiums will be reversed and credited to the new policy.

Reinstatement of any policies rolled over and cancellation of the new policy will be allowed only during the first 60 days following the new policy issue date.

The total specified amount applied for on the new policy will be subject to standard underwriting requirements.

The issue date of the new policy will be the date the application is approved in the New Business Department. UL policies rolled over will be surrendered as of the monthly anniversary day preceding the new policy anniversary date. Variable UL policies rolled over will be surrendered as of the new contract anniversary date. Any policy being rolled over with cash surrender value or unearned premium large enough to cover the first modal premium of the new policy will not be redated after issue to a more current date.

The normal percent of premium charge applies to all cash values rolled into the new UL policy. The expiration date of the suicide and incontestability periods for the coverage amount rolled over will be measured from the policy date of the replaced policy. If more than one policy is replaced, there may be several expirations dates which apply to portions of the initial specified amount. The expiration date for any new coverage will be measured from the policy date of the new UL policy. Commissions will be adjusted.

**Illustrations**

***Life Insurance Illustration Regulation***

The Life Insurance Illustration Regulation mandates procedures that must be followed during the sale of life insurance. The regulation does not apply to the L-95, variable life insurance, or annuities. All life insurance companies and their agents are required to follow these procedures in the sale of life insurance in those states that have adopted the regulation. Kansas City Life's company policy is to apply the Illustration Regulation procedures in all states and to our variable life insurance sales, as well. The following outlines procedures that must be followed when submitting a life insurance application to KCL.

***Illustration Definitions***

An illustration is any depiction of the future performance of a life insurance policy where the future performance is based on non-guaranteed elements such as interest, bonuses, expenses or cost of insurance rates. Even a handwritten note can fall within this definition of an illustration. Whenever an illustration is used, it must comply with the requirements of either a Basic or Supplemental Illustration as defined in the regulation.

A basic illustration includes:

1. a narrative summary describing policy features and options of the policy illustrated, guaranteed and non-guaranteed elements, and defines terms, and
2. a numeric summary that provides the statements of understanding that must be signed by the agent and the applicant. This page shows a values summary for certain ages using guaranteed, midpoint, and current assumptions, and
3. a tabular detail section that shows the yearly premiums, policy values, and death benefits for non-guaranteed and guaranteed assumptions.

A Supplemental Illustration is an illustration furnished in addition to the basic illustration. The supplemental illustration can vary in format, but must contain certain required footnotes.

The illustration regulation also defined a ‘no illustration’ waiver form, (Illustration Waiver form 990) to be used in certain situations where the application for life insurance is made without a corresponding basic illustration. The waiver form includes statements to be signed by both the agent and the applicant. The waiver form is used in circumstances where no illustration was used in the sale of a policy or if the policy applied for does not exactly correspond to an illustration used. A waiver form would also be used if a computer screen illustration were used with no paper copy provided or in a worksite payroll deduction type sale where only approved company quotation charts were used.

***Illustration Signatures***

The illustration regulation requires that you give clients an illustration and obtain their signature. The following diagram maps out the two different approaches you may take to meet the signature requirement:

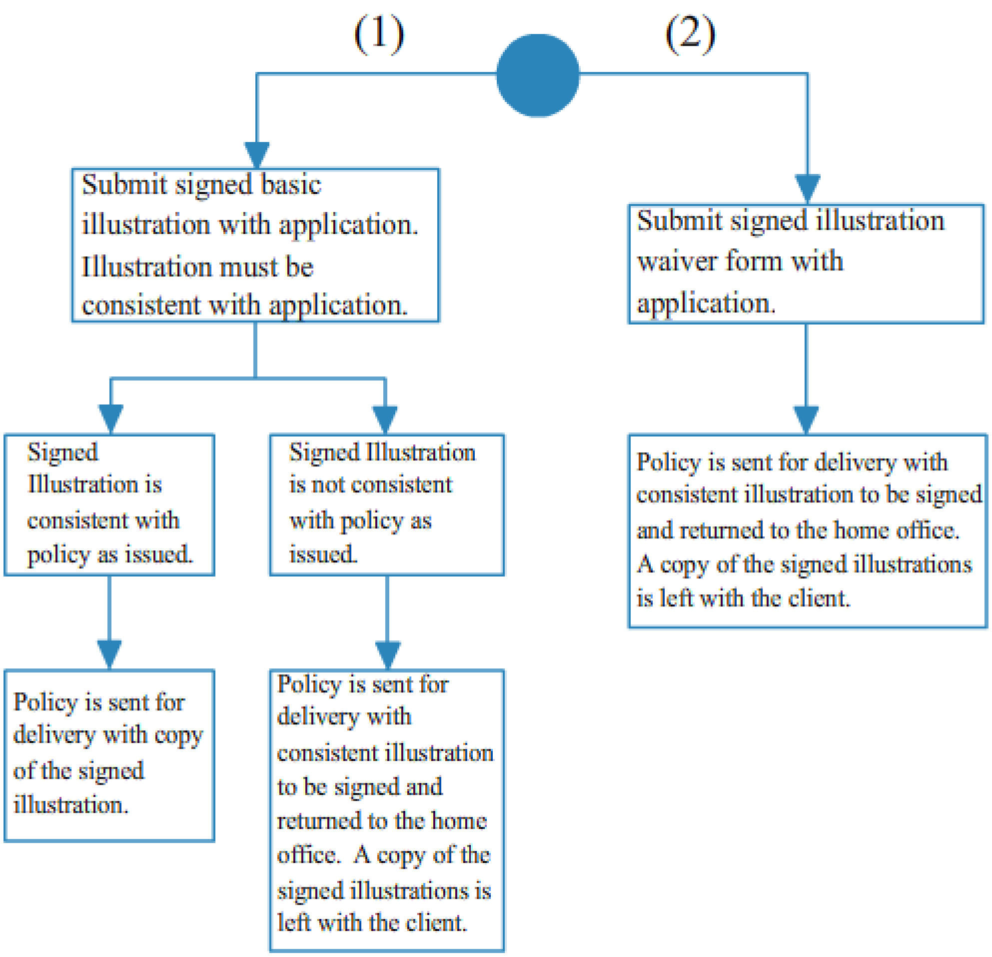



***Illustration Restrictions***

A number of restrictions apply to the use of illustrations:

1. Do not show a prospect an illustration that does not comply with the illustration regulation. This includes rate cards, any type of document that shows non-guaranteed elements such as current values or rates, any type of hand written values, etc.

2. Do not provide an applicant with an incomplete illustration.

3. Do not represent in any way that premium payments will not be required for each year of the policy in order to maintain illustrated death benefits, unless that is the fact.

4. Do not use the term ‘vanish’ or ‘vanishing premium’ or a similar term that implies the policy will become paid up or to describe a plan using non-guaranteed elements to pay portion of the premium.

5. Do not misrepresent the policy as anything other than life insurance.

6. Do not describe non-guaranteed elements of the product in a way that is or could be misleading to the client.

7. Do not in any way say that non-guaranteed elements are guaranteed.