Products, Division of Investment Management.

SUPPLEMENTARY INFORMATION: Following is a summary of the application. The complete application is available for a fee from the Public Reference Branch of the SEC.

Applicants' Representations

1. NEVLICO is a Delaware stock life insurance company chartered in 1980. NEVLICO is a wholly owned subsidiary of New England Mutual Life Insurance Company ("The New England"), a Massachusetts mutual life insurance company.

2. The Variable Account is a segregated investment account established by NEVLICO under Delaware law to act as a funding medium for variable annuity contracts. The Variable Account is divided into 12 subaccounts ("Subaccounts") for investment in shares of a designated investment portfolio of the New England Zenith Fund, which is registered under the 1940 Act as an open-end diversified management company of the series type. The shares of each of the portfolios will be purchased by NEVLICO for the corresponding Subaccount at the portfolio's net asset value per share, without the deduction of any sales load. The Variable Account assets attributable to the Contracts are not chargeable with liabilities arising out of any other business of NEVLICO. Income, gains and losses, realized or unrealized, of a Subaccount are credited to or charged against the Subaccount without regard to other income, gains or losses of NEVLICO. The Variable Account is registered under the 1940 Act as a unit investment trust.

3. New England Securities, a wholly owned subsidiary of The New England, will serve as the distributor and principal underwriter for the Contracts. New England Securities is registered as a broker-dealer under the Securities Exchange Act of 1934.

4. The Contracts are flexible and single purchase payment deferred variable annuity contracts. Interests in the Contracts are registered under the Securities Act of 1933. The minimum initial purchase payment is \$2,000 for Contracts qualifying for special tax treatment under Section 408 of the Internal Revenue Code of 1986, as amended. The minimum initial purchase payment for non-qualifying Contracts is \$5,000. The minimum subsequent purchase payment is \$250 for all Contracts. Purchase payments can be allocated to one or more Subaccounts and/or NEVLICO's general account (the "Fixed Account").

5. A death benefit is payable to the Beneficiary in the event that the Contract Owner dies prior to the maturity Date or earlier annuitization (the "Death Proceeds"). The Death Proceeds equal a greater of (1) the Contract Value next determined after the later of the date when due proof of death is received at the Administrative Office and the date when an election of payment in one sum or under a payment option is received at the Administrative Office, or (2) the guaranteed minimum Death Proceeds on that date. On the date of issue, the guaranteed minimum Death Proceeds will equal the initial purchase payment. Thereafter, until the end of the seventh contract year, the guaranteed minimum Death Proceeds will be equal to the aggregate purchase payments paid, less any pro rata reductions caused by previous surrenders.

On the seventh Contract Anniversary, and every seventh year anniversary thereafter until the Contract Owner's 76th birthday, the guaranteed minimum Death Proceeds will be recalculated to determine whether a higher guarantee will apply. The guaranteed minimum Death Proceeds on each seven year anniversary is the greater of (a) the Contract Value on that date, or (b) the guaranteed minimum Death Proceeds amount that applied to the Contract just before the recalculation. In between seven year anniversaries, the guaranteed minimum Death Proceeds is adjusted for any interim purchase payments and surrenders.

6. At any time prior to the Maturity Date, a Contract may be surrendered for all or part of the Contract Value. The proceeds, after applicable charges are assessed, can be paid in cash or applied to a payment option. A Contract also contains a transfer provision providing for up to 12 free transfers of Contract Value among Subaccounts and the Fixed Account per year.

7. Two forms of administrative charges are deducted from the Contracts to compensate NEVLICO for certain administrative services. First, an annual Administration Contract Charge of \$30 or, if less, 2% of the total Contract Value will be deducted from the Contract Value in the Variable Account on each Contract anniversary for the prior Contract Year, and will be deducted on a pro rata basis on the Maturity Date or upon a full surrender if it is not on a Contract anniversary. The charge will be waived for a Contract Year, except on full surrender or at the Maturity Date, if (1) the Contract Value at the end of the year was at least \$50,000, or (2) additional net deposits (purchase payments minus partial surrenders) of at least \$1,000 were made during the

Contract Year and the Contract Value at the end of the previous Contract Year was at least \$25,000. Second, NEVLICO will also deduct from the Variable Account a daily Administration Asset Charge equal to an effective annual rate of 0.10% of the average daily net assets of the Variable Account. This charge will continue to be assessed after annuitization if annuity payments are made on a variable basis. Applicants state that these administration charges are guaranteed not to increase. Applicants represent that these charges will be deducted in accordance with Rule 26a-1 under the 1940 Act. NEVLICO states that it neither anticipates nor intends to make a profit from the charges and will periodically monitor the administrative charges to determine whether they exceed the actual cost of providing administrative services for the Contracts.

8. NEVLICO currently allows 12 free transfers of Contract Value from one or more Subaccounts or the Fixed Account to another one or more of the Subaccounts or to the Fixed Account. NEVLICO assesses a \$10 transfer charge on the thirteenth and each subsequent transfer during a single Contract Year prior to annuitization.

9. Contingent Deferred Sales Charge ("CDSC") of up to 7% may be deducted in the event of (1) a full or partial withdrawal from the Contract Value. (2) in certain circumstances, the withdrawal of the amounts applied to a payment option prior to the Maturity Date, and (3) under Contracts issued in Pennsylvania or New York, the Maturity Date if at that date a purchase payment has been invested for less than seven years (collectively referred to as "CDSC events"). The CDSC is calculated as a percentage of purchase payments withdrawn or applied. the CDSC declines with respect to each purchase payment based on the number of years for which the payment has been invested. Purchase payments will be treated as withdrawn on a first in, first out basis. The following table shows the schedule of the sales charge that will be applied at the occurrence of a CDSC event:

Number of full contract years since purchase payment	Applicable charge (percent)
1	7
2	6
3	5
4	4
5	3
6	2
7	1
Thereafter	0