

SERFF Tracking Number: AMER-125904461 State: Arkansas
Filing Company: American Investors Life Insurance Company, Inc. State Tracking Number: 40925
Company Tracking Number: BPAIRW (11/08)
TOI: A07I Individual Annuities - Special Sub-TOI: A07I.001 Equity Indexed
Product Name: BPAIRW (11/08)
Project Name/Number: BPAIRW (11/08)/BPAIRW (11/08)

Filing at a Glance

Company: American Investors Life Insurance Company, Inc.

Product Name: BPAIRW (11/08)	SERFF Tr Num: AMER-125904461	State: ArkansasLH
TOI: A07I Individual Annuities - Special	SERFF Status: Closed	State Tr Num: 40925
Sub-TOI: A07I.001 Equity Indexed	Co Tr Num: BPAIRW (11/08)	State Status: Approved-Closed
Filing Type: Form	Co Status:	Reviewer(s): Linda Bird
	Authors: Denise Ellis, Stephany Hopkins, Jessica Johnson, Tara Frahm, Christine Adolph	Disposition Date: 11/24/2008
	Date Submitted: 11/17/2008	Disposition Status: Approved
Implementation Date Requested: 01/02/2008		Implementation Date:

State Filing Description:

General Information

Project Name: BPAIRW (11/08)	Status of Filing in Domicile: Authorized
Project Number: BPAIRW (11/08)	Date Approved in Domicile: 11/14/2008
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Group Market Size:
Overall Rate Impact:	Group Market Type:
Filing Status Changed: 11/24/2008	Deemer Date:
State Status Changed: 11/24/2008	
Corresponding Filing Tracking Number:	
Filing Description:	
RE: American Investors Life Insurance Company, Inc.	
Rider: Income Rider, BPAIRW (11/08)	
NAIC #60631	

Attached is the above-referenced filing in readability form for the Department's review and approval. Rider BPAIRW

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(11/08) is an elective guaranteed living withdrawal benefit rider that is designed to be utilized with our indexed deferred annuity contracts. The BPAIRW (11/08) has achieved a Flesch Reading Ease Test Score of 51.31. The Kansas Insurance Department approved the rider on 11/14/2008. The corresponding actuarial memorandum has been attached for your reference.

The Rider will provide for a guaranteed level of annual partial withdrawals for life regardless of Accumulation Value. The level of annual partial withdrawals is determined by multiplying the Guaranteed Income Base by the Maximum Annual Withdrawal Percentage. The level of annual partial withdrawals available under the Rider may be increased if the owner becomes confined to a qualified care facility. The Rider also provides benefits in the form of print and electronic information which are designed to educate the owner on the benefits of and how to maintain a healthy lifestyle.

There is a cost associated with the election of this Rider. If the Rider is elected, the cost associated with the Rider is deducted from the annuity Contract to which the Rider is attached. Once the Rider is approved, the advertising/disclosure materials are finalized, the field force properly notified and all applicable programming completed, Rider BPAIRW (11/08) may be offered in conjunction with all annuity sales where the age of the annuitant at the time of application meets our established requirements. Rider BPAIRW (11/08) will only be issued if the applicant elects the Rider at the time of application. The Rider cannot be elected at a later date.

The Rider may be utilized with the following indexed annuity contract forms:

Contract Form: Approval Date:

BPASEL6 (10/07) AR 11/05/2007

BPASEL10 (10/07) AR 11/05/2007

BPASEL12 (10/07) AR 11/05/2007

A Statement of Variability has been sent for your review.

To the best of my knowledge and belief, this filing complies with the rules and regulations of the State of Arkansas. Please let me know if you require additional information.

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 Inc.
 Company Tracking Number: BPAIRW (11/08)
 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
 Product Name: BPAIRW (11/08)
 Project Name/Number: BPAIRW (11/08)/BPAIRW (11/08)

Company and Contact

Filing Contact Information

Stephany Hopkins, Compliance Associate stephanyh@amerusannuity.com
 555 South Kansas Avenue (785) 295-4442 [Phone]
 Topeka, KS 66603 (785) 295-4345[FAX]

Filing Company Information

American Investors Life Insurance Company, CoCode: 60631 State of Domicile: Kansas
 Inc.
 555 South Kansas Avenue Group Code: -99 Company Type: Insurance
 Topeka, KS 66603 Group Name: State ID Number:
 (785) 295-4352 ext. [Phone] FEIN Number: 48-0696320

Filing Fees

Fee Required? Yes
 Fee Amount: \$20.00
 Retaliatory? No
 Fee Explanation: 1 form @\$20.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Investors Life Insurance Company, Inc.	\$20.00	11/17/2008	23975008

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	11/24/2008	11/24/2008

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Disposition

Disposition Date: 11/24/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Form	Income Rider		Yes

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Form Schedule

Lead Form Number: BPAIRW (11/08)

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	BPAIRW (11/08)	Policy/Cont ract/Fraternal Certificate: Amendmen t, Insert Page, Endorseme nt or Rider		Initial		51	BPAIRW_1108.pdf

INCOME RIDER

Base Contract Number	[Specimen]
Rider Effective Date	[04/01/2009]
Guaranteed Income Base Interest Rate	
• During the Accumulation Years	[4.00%]
• After the Accumulation Years	[0.00%]
Accumulation Years	[12]
Maximum Accumulation Years	[16]
Initial Annual Rider Premium Rate	[0.50%]
Annual Rider Premium Rate Adjustment	[0.10%]
Waiting Period (following the Effective Date of this Rider)	[0 months]
Confinement Period	[180] of the last 250 days
Qualification Waiting Period (following the Effective Date of this Rider)	[1 year]
Income Withdrawal Multiplier	[2]
Minimum Attained Age for Lifetime Income Withdrawal Election	[50]

Maximum Annual Withdrawal Percentage

Single Life Withdrawals		Joint Life Withdrawals	
Attained Age On the First Day of the Initial Income Period	Percentage	Attained Age On the First Day of the Initial Income Period	Percentage
[40-49]	Not Available	[40-49]	Not Available
[50-54]	[4.00%]	[50-54]	[3.50%]
[55-59]	[4.50%]	[55-59]	[4.00%]
[60-64]	[5.00%]	[60-64]	[4.50%]
[65-69]	[5.50%]	[65-69]	[5.00%]
[70-74]	[6.00%]	[70-74]	[5.50%]
[75-79]	[6.50%]	[75-79]	[6.00%]
[80+]	[7.00%]	[80+]	[6.50%]

This Income Rider ("Rider") shall be attached to and made part of the Base Contract and is subject to all the terms, conditions and provisions contained in the Base Contract. To the extent there are any conflicts between the provisions of this Rider and the provisions of the Base Contract, the provisions of this Rider shall control. In all events, the provisions of this Rider shall be interpreted so that the Base Contract as endorsed by this Rider shall comply with Section 72(s) or Section 401(a)(9) of the Internal Revenue Code, whichever is applicable. This Rider has been issued based on the Owner(s) affirmative election of the Rider.

This Rider provides to the Owner Wellness Benefits and the ability to receive guaranteed Lifetime Income Withdrawals. There is an additional premium charge for this Rider.

- **Effective Date**

Coverage provided by this Rider shall be effective as of the Effective Date shown on Page 1 of this Rider. The Effective Date of this Rider will be a date other than the Contract Date of the Base Contract if this Rider is transferred to a new annuity Contract as described in the Termination section of this Rider.

- **Base Contract**

The Base Contract shall mean the annuity Contract to which this Rider is attached and includes all endorsements and riders attached to the Base Contract.

- **Owner/Annuitant**

When there is only one Owner, any reference to Owner shall mean the sole Owner named in the Base Contract. Unless otherwise specified under this Rider, when there are Joint Owners, any reference to Owner shall mean both Joint Owners. When there is only one Annuitant, any reference to Annuitant shall mean the sole Annuitant named in the Base Contract. Unless otherwise specified under this Rider, when there are Joint Annuitants, any reference to Annuitant shall mean both Joint Annuitants.

This Rider may be added to an annuity Contract only if the Owner and Annuitant are the same person, unless the Owner is not a natural person. If an annuity contract is non-qualified and there are Joint Owners/Joint Annuitants, this Rider may be added to the annuity contract only if the Joint Owners/Joint Annuitants are spouses.

- **Attained Age**

For Single Life Withdrawals, Attained Age shall mean the age of the person on whose life the Withdrawals are based as of his or her last birthday. If there are Joint Life Withdrawals, Attained Age shall mean the age of the younger of the two persons on whose lives the Withdrawals are based as of his or her last birthday.

- **Wellness Benefits**

Wellness Benefits are provided to the Owner (or any Annuitant if the Owner is not a natural person) through a third party provider and will include information designed to educate the Owner on the benefits of a healthy lifestyle as well as to help the Owner maintain a healthy lifestyle. The Wellness Benefits are available to the Owner as of the Effective Date of this Rider and may include newsletters, access to a wellness website, the availability of an online personal health risk assessment, access to a telephone nurse hotline, and a variety of publications, some of which may be available for purchase by the Owner.

- **Withdrawals**

Unless otherwise specified under this Rider, the term Withdrawals shall include Lifetime Income Withdrawals and any Withdrawals taken under the Base Contract. Lifetime Income Withdrawals include, and are not in addition to, the amount of any Free Withdrawal available under the Base Contract.

- **Annual Rider Premium Rate**

The Annual Rider Premium Rate is used in the calculation of the Rider Premium. The Initial Annual Rider Premium Rate will be the rate declared and in effect on the Effective Date. The Initial Annual Rider Premium Rate is shown on Page 1 of this Rider. If the Owner elects to extend the Accumulation Years, the Annual Rider Premium Rate will be increased by the Company as set forth in the Accumulation Years section of this Rider.

- **Rider Premium**

This Rider Premium shall be deducted from the Base Contract's Accumulation Value in the form of a reduction of the Index Earnings Factor that is used to calculate the Index Earnings and Guaranteed Rate earnings as described in the Base Contract.

- **Rider Periods**

This Rider provides for three types of Periods:

1. An **Accumulation Period** is a period during which Lifetime Income Withdrawals are not being taken. The initial Accumulation Period begins on the Effective Date and ends on the day immediately preceding the date the first Lifetime Income Withdrawal is taken under this Rider. Subsequent Accumulation Periods shall begin on any day during an Income Period that the Owner elects to suspend Lifetime Income Withdrawals and end on the day the Owner again elects to take Lifetime Income Withdrawals.
2. An **Income Period** is a period during which Lifetime Income Withdrawals are being taken. An Income Period shall begin on any day during an Accumulation Period that the Owner elects to take Lifetime Income Withdrawals and ends on the earlier of (a) or (b) where:
 - (a) Is the day the Owner has elected to suspend the Lifetime Income Withdrawals.
 - (b) Is the day during that Income Period immediately preceding the date the Base Contract's Accumulation Value is equal to zero.
3. The **Extended Income Guarantee Period** begins on the first date during an Income Period that the Base Contract's Accumulation Value is reduced to zero for any reason other than an Excess Withdrawal and ends on the date this Rider is terminated as described in the Termination section of this Rider.

- **Income Benefit Election**

During an Accumulation Period, and at any time after the Waiting Period shown on Page 1 of this Rider, the Owner may submit a written request to elect Lifetime Income Withdrawals, as long as the Attained Age is greater than or equal to the Minimum Attained Age for Lifetime Income Withdrawal Election also shown on Page 1 of this Rider. If the Waiting Period is zero (0), the Owner may request Lifetime Income Withdrawals beginning on the Effective Date. For any election to receive Lifetime Income Withdrawals beginning on any date other than the Effective Date, the Owner must provide the Company at least fifteen (15) days notice prior to the date that Lifetime Income Withdrawals are to become effective.

Lifetime Income Withdrawals may be based on a single life or two joint lives and may be taken in equal monthly, quarterly, semi-annual or annual installments.

If there is a sole Owner who is a natural person, Lifetime Income Withdrawals may be taken as:

1. Single Life Withdrawals based on the life of the Owner; or
2. Joint Life Withdrawals based on the lives of the Owner and the Owner's spouse who is the sole Beneficiary on the Base Contract.

If there is a sole Owner who is not a natural person, Lifetime Income Withdrawals may be taken as follows:

1. Single Life Withdrawals based on the life of the Annuitant.
2. Joint Life Withdrawals based on the lives of both Joint Annuitants.

If there are Joint Owners who are natural persons, Lifetime Income Withdrawals may be taken as follows:

1. Single Life Withdrawals based on the life of either of the Joint Owners.
2. Joint Life Withdrawals based on the lives of both Joint Owners.

During an Income Period, the Owner may submit a written request to change the frequency or amount of Lifetime Income Withdrawals. As well, the Owner may submit a written request to suspend Lifetime Income Withdrawals. The Owner must provide the Company at least fifteen (15) days prior notice for a change to occur in the frequency or amount of Lifetime Income Withdrawals. Any Lifetime Income Withdrawals prior to the effective date of a change will be unaffected by the written request and will be paid as scheduled. The Owner must provide the Company at least thirty (30) days notice prior to the suspension of Lifetime Income Withdrawals.

A written request is a request submitted to the Company in writing, and which is signed and dated by the Owner.

- **Accumulation Period**

The following provisions apply only during an Accumulation Period.

- **Accumulation Years**

During the initial Accumulation Period only, interest will be credited to the Guaranteed Income Base on a daily basis at the Guaranteed Income Base Interest Rate and for the number of Accumulation Years shown on Page 1 of this Rider or as extended as described below. This means that no interest will be credited to the Guaranteed Income Base during any subsequent Accumulation Periods.

At any time during the initial Accumulation Period, prior to the end of the Accumulation Years shown on Page 1 of this Rider, the Owner may elect to extend the Accumulation Years. However, in no event can the total number of Accumulation Years in the initial Accumulation Period exceed the Maximum Accumulation Years shown on Page 1 of this Rider. To make an election to extend the Accumulation Years, the Owner must submit a written request that is received by the Company at least four (4) Business Days prior to the end of the Accumulation Years shown on Page 1 of this Rider. The request must be signed and dated by the Owner and must state the number of years the Accumulation Years are to be extended.

If the Owner elects to extend the Accumulation Years, the Annual Rider Premium Rate will be increased by the Company effective on the first Term End Date on or after the last day of the Accumulation Years shown on Page 1 of this Rider. The increase in the Annual Rider Premium Rate will be limited to the Annual Rider Premium Rate Adjustment multiplied by the number of years the Accumulation Years are extended. The Annual Rider Premium Rate Adjustment is shown on Page 1 of this Rider. Notwithstanding any previous statements, there will be no increase in the Annual Rider Premium Rate if the Owner elects to receive Lifetime Income Withdrawals prior to the Term End Date on or after the last day of the Accumulation Years.

- **Guaranteed Income Base during an Accumulation Period**

On the effective date of the initial Accumulation Period, the Guaranteed Income Base is equal to the Base Contract's Accumulation Value.

On the effective date of any subsequent Accumulation Periods, the Guaranteed Income Base is equal to the Guaranteed Income Base as of the prior day after all transactions are recorded for the prior day.

After the effective date of the initial Accumulation Period or any subsequent Accumulation Period, the Guaranteed Income Base on any day during that Accumulation Period is equal to:

- (a) The Guaranteed Income Base as of the prior day after all transactions are recorded for the prior day; plus
- (b) The amount of interest credited to (a) above on that day based on the Guaranteed Income Base Interest Rate shown on Page 1 of this Rider (applicable only during the initial Accumulation Period and only during the Accumulation Years); minus

(c) An amount equal to (1) multiplied by the greater of 1.00 and the result of (2) divided by (3) where:

- (1) Is the difference between the Base Contract's Accumulation Value immediately before any Withdrawals on that day and the Base Contract's Accumulation Value after any Withdrawals on that day;
- (2) Is the Guaranteed Income Base before any Withdrawals on that day; and
- (3) Is the Base Contract's Accumulation Value before any Withdrawals on that day.

- **Impact of Withdrawals during an Accumulation Period**

On the effective date of the initial Accumulation Period, the Maximum Annual Withdrawal Amount is equal to zero.

On the effective date of any subsequent Accumulation Period, the Maximum Annual Withdrawal Amount is equal to the Maximum Annual Withdrawal Amount as of the prior day after all transactions are recorded for the prior day.

After the effective date of an Accumulation Period, the Maximum Annual Withdrawal Amount will only change if a Withdrawal is made under the Base Contract. If such a Withdrawal is made, the Maximum Annual Withdrawal Amount immediately following shall be equal to $A \times [1 - (B / C)]$ where:

- (A) Is the Maximum Annual Withdrawal Amount on that day prior to the Withdrawal;
- (B) Is the amount of the Withdrawal; and
- (C) Is the Base Contract's Accumulation Value on that day prior to the Withdrawal.

Any Withdrawal under the Base Contract, including a Free Withdrawal, will reduce the Maximum Annual Withdrawal Amount by the same proportion the Base Contract's Accumulation Value is reduced by that Withdrawal as described in the above formula. Therefore, if any Withdrawal reduces the Base Contract's Accumulation Value to zero during an Accumulation Period, the Maximum Annual Withdrawal Amount will also be reduced to zero and the Rider will terminate.

- **Income Period**

The following provisions apply only during an Income Period.

- **Guaranteed Income Base during an Income Period**

During an Income Period, the Guaranteed Income Base on any day is equal to (a) minus (b) minus (c) where:

- (a) Is the Guaranteed Income Base as of the prior day after all transactions are recorded for the prior day;
- (b) Is the amount of any Lifetime Income Withdrawals on that day; and
- (c) Is the amount of any Excess Withdrawal on that day multiplied by the greater of:

- (i) 1.00; or
- (ii) The Guaranteed Income Base on that day prior to any Excess Withdrawal divided by the Base Contract's Accumulation Value on that day prior to any Excess Withdrawal.

- **Lifetime Income Withdrawals**

Lifetime Income Withdrawals may be taken at any time after the Waiting Period as long as the Attained Age is greater than or equal to the Minimum Attained Age for Lifetime Income Election shown on Page 1 of this Rider.

During an Income Period, there will be no Withdrawal Charges or Market Value Adjustments applied to Lifetime Income Withdrawals taken during any Contract Year in which the total amount of all Withdrawals taken during that Contract Year are less than or equal to the Maximum Annual Withdrawal Amount. However, the sum of any Excess Withdrawals taken during a Contract Year that cause the total of all Withdrawals to exceed the Base Contract's Free Withdrawal amount may be subject to any applicable Withdrawal Charges and Market Value Adjustments. The Maximum Annual Withdrawal Amount is per Contract Year and any unused amount during a particular Contract Year cannot be carried over to one or more subsequent Contract Years.

An Excess Withdrawal shall be defined as any portion of the total amount of all Withdrawals taken during a Contract Year that is in excess of the Maximum Annual Withdrawal Amount.

On the first day of an Income Period, the Maximum Annual Withdrawal Amount is equal to the greater of the following:

- (1) The Maximum Annual Withdrawal Amount as of the prior day after all transactions are recorded for the prior day; or
- (2) An amount equal to the applicable Maximum Annual Withdrawal Percentage shown on Page 1 of this Rider multiplied by the greater of (a) or (b) where:
 - (a) Is the Guaranteed Income Base on that day.
 - (b) Is equal to (1) or (2), where:
 - (1) Is the Base Contract's Accumulation Value on that day if the client has not elected a Lock-in under the Base Contract during the current Term; and
 - (2) Is the Base Contract's Accumulation Value on that day, accumulated with interest to the end of the current Term at the Guaranteed Rate as defined in the Base Contract, if the client has elected a Lock-in under the Base Contract during the current Term.

The Maximum Annual Withdrawal Percentage used will depend on the Attained Age on the first day of the first Income Period and will never change after that Income Period has begun.

After the effective date of an Income Period, the Maximum Annual Withdrawal Amount will only change when:

- (1) An Excess Withdrawal is taken;
- (2) The Maximum Annual Withdrawal Amount is increased as described in the Maximum Annual Withdrawal Amount Step-Up section of this Rider;
- (3) The Maximum Annual Withdrawal Amount is increased using the Income Withdrawal Multiplier as described in the Confinement section of this Rider; or
- (4) The Maximum Annual Withdrawal Amount had been and then ceases to be increased using the Income Withdrawal Multiplier as described in the Confinement section of this Rider.

On any day that an Excess Withdrawal is taken, the Maximum Annual Withdrawal Amount immediately following an Excess Withdrawal shall be equal to $A \times [1 - (B / C)]$ where:

- (A) Is the Maximum Annual Withdrawal Amount on that day prior to the Excess Withdrawal;
- (B) Is the amount of the Excess Withdrawal; and
- (C) Is the Base Contract's Accumulation Value on that day prior to the Excess Withdrawal minus the Maximum Annual Withdrawal Amount on that day prior to the Excess Withdrawal.

Based on the above formula, an Excess Withdrawal will reduce the Maximum Annual Withdrawal Amount by the same proportion that the Base Contract's Accumulation Value is reduced by an Excess Withdrawal. Therefore, if an Excess Withdrawal reduces the Base Contract's Accumulation Value to zero, the Maximum Annual Withdrawal Amount will also be reduced to zero in which case the Rider will terminate and Lifetime Income Withdrawals will cease.

- **Step-up during Income Period**

On each Contract Anniversary of the Base Contract prior to the date of death of any Owner (or any Annuitant if the Owner is not a natural person), the Company will calculate an amount equal to the Base Contract's Accumulation Value multiplied by the applicable Maximum Annual Withdrawal Percentage as shown on Page 1 of this Rider. If this amount is greater than the Maximum Annual Withdrawal Amount on the Contract Anniversary, the Maximum Annual Withdrawal Amount will be increased to this amount.

The Maximum Annual Withdrawal Percentage is established on the first day of the first Income Period based on the Attained Age on that day and does not change in the Step-up calculation or during any subsequent Income Periods. Therefore, if a Step-up occurs after the Owner has elected to receive the Maximum Annual Withdrawal Amount, the amount of such Withdrawals will automatically increase.

- **Modification to Base Contract**

During an Income Period, the “Withdrawals; Free Withdrawals; Minimum Distribution Withdrawals” section of the Base Contract shall be modified such that any Withdrawals up to the Maximum Annual Withdrawal Amount will not include Index Earnings. This shall be accomplished by setting the Balanced Allocation Factor to zero for any such Withdrawals. This modification shall apply only to the sum of any Excess Withdrawals which cause the total of all Withdrawals taken during a Contract Year to exceed the Free Withdrawal amount provided by the Base Contract.

- **Confinement**

During an Income Period, the Maximum Annual Withdrawal Amount will be increased in any Contract Year that the Owner (or any Annuitant if the Owner is not a natural person) is confined to a Hospital, Hospice Facility or Convalescent Care Facility and all of the following conditions are met:

- (a) The Owner is not confined to a Hospital, Hospice Facility or Convalescent Care Facility on the Effective Date;
- (b) The Owner is confined to a Hospital, Hospice Facility or Convalescent Care Facility on the date a Lifetime Income Withdrawal is to be received;
- (c) The Owner is confined for a period of time at least equal to the Confinement Period shown on Page 1 of this Rider, calculated from the date on which a Lifetime Income Withdrawal is to be received;
- (d) The Qualification Waiting Period shown on Page 1 of this Rider has elapsed;
- (e) Confinement in a Hospital, Hospice Facility or Convalescent Care Facility is recommended by a Physician who is duly licensed by the state to treat the injury or sickness causing the confinement and who is not an employee of the Hospital, Convalescent Care Facility or Hospice Facility where the Owner is confined; and
- (f) A request to receive a Lifetime Income Withdrawal based on the higher Maximum Annual Withdrawal Amount described in this provision of the Rider is accompanied by written proof of confinement and the Physician's recommendation.

Convalescent Care Facility means an institution which: (i) is licensed by the state as a convalescent nursing facility, a qualified nursing facility, a convalescent hospital, a convalescent unit of a Hospital, an intermediate care facility, or a custodial care facility; (ii) is primarily engaged in providing, in addition to room and board accommodations, continuous nursing service by or under the supervision of a Physician or a licensed registered nurse (R.N.); (iii) maintains a daily record of each patient which is available for review by the Company; and (iv) administers a planned program of observation and treatment by a Physician (other than the proprietor or an employee of such facility) which is in accordance with existing standards of medical practice for the confinement.

Convalescent Care Facility does not mean a facility or any part of a facility used primarily for: rest care, training or education, or the treatment of alcoholism or chemical dependency.

Hospice Facility means an institution which provides a formal program of care for terminally ill patients whose life expectancy is less than 6 months, provided on an inpatient basis and directed by a Physician. It must be licensed, certified or registered in accordance with state law.

Hospital means an institution which: (i) is licensed as a Hospital and operated pursuant to law; (ii) is primarily engaged in providing or operating (either on its premises or in facilities available to the Hospital on a prearranged contractual basis and under the supervision of a staff of one or more duly licensed Physicians) diagnostic and surgery facilities for the medical care and treatment of injured and sick persons on an inpatient basis for which a charge is made; and (iii) provides 24-hour nursing service by or under the supervision of a licensed registered nurse (R.N.).

Hospital shall not include any institution which: is principally a rest home, nursing home, convalescent home, home for the aged, or is principally an institution for the care and treatment of alcohol or chemical dependency.

Physician means a practitioner of the healing arts, who is licensed by the state and is not a member of the Annuitant or Joint Annuitant's family.

During any Contract Year that all of the above conditions are satisfied, the Maximum Annual Withdrawal Amount will be increased to an amount equal to the Maximum Annual Withdrawal Amount that would have otherwise been in effect, multiplied by the Income Withdrawal Multiplier. The Income Withdrawal Multiplier is shown on Page 1 of this Rider. The Company may require proof from time to time that the Owner's confinement condition is still being met. The Maximum Annual Withdrawal Amount will cease to be modified by the Income Withdrawal Multiplier if the confinement condition is no longer being met. This benefit is not available on qualified contracts during the Extended Income Guarantee Period.

- **Extended Income Guarantee Period**

During the Extended Income Guarantee Period:

- (1) This Rider and all its provisions, including the Wellness Benefits, will continue.
- (2) The Base Contract and any other riders and endorsements attached to the Base Contract will terminate unless otherwise specified in this Rider.

If the Base Contract's Accumulation Value is reduced to zero while this Rider is in an Income Period and not as the result of an Excess Withdrawal, the Income Period will end and the Extended Income Guarantee Period will begin.

If Single Life Withdrawals are being taken, during the Extended Income Guarantee Period, the Owner on a non-qualified contract will receive payments, at the payment frequency elected, equal to the Maximum Annual Withdrawal Amount as of the first day of the Extended Income Guarantee Period, except when increased in accordance with the Confinement section of this Rider. For qualified contracts, payments during the Extended Income Guarantee Period may not be increased in accordance with the Confinement section of this Rider. Under this scenario, the Rider will terminate upon the date of death of the person on whose life Withdrawals are based.

If Joint Life Withdrawals are being taken during the Extended Income Guarantee Period and only one of the persons on whose lives Withdrawals are based dies, the surviving person will continue to receive payments, at the payment frequency elected, equal to the Maximum Annual Withdrawal Amount as of the first day of the Extended Income Guarantee Period, except when increased in accordance with the Confinement section of this Rider. For qualified contracts, payments during the Extended Income Guarantee Period may not be increased in accordance with the Confinement section of this Rider. Under this scenario, the Rider will terminate upon the date of death of the last surviving person on whose life Withdrawals are based.

- **Death of Owner or Annuitant**

This Rider and all its provisions, including the Wellness Benefits, will terminate upon the date of death of any Owner (or any Annuitant if the Owner is not a natural person) except as provided in the sections of this Rider entitled Extended Income Guarantee Period, Substantially Equal Periodic Income Withdrawals, Spousal Continuation of this Rider, Required Minimum Distributions and Annuity Payments.

- **Substantially Equal Periodic Income Withdrawals**

If this Rider is in effect on the date of death of any Owner (or any Annuitant if the Owner is not a natural person), the Extended Income Guarantee Period has not begun, and the Owner has not elected the Payment Option described in the Annuity Payments section of this Rider, a Beneficiary may, in lieu of any Death Benefit provided by the Base Contract, elect to receive the Guaranteed Income Base. The Guaranteed Income Base will be distributed to the Beneficiary in substantially equal periodic annual Withdrawals to be made over the 5-year period after the death of the Owner (or Annuitant if the Owner is not a natural person). However, this 5-year distribution requirement will not apply if:

- (1) The Guaranteed Income Base is payable in substantially equal periodic annual Withdrawals to the Beneficiary who is an individual;
- (2) The Guaranteed Income Base will be distributed over the life of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary; and
- (3) The distribution begins not later than one year after the death of the Owner (or Annuitant if the Owner is not a natural person) or such later date as prescribed by the Internal Revenue Service.

The distributions will be modified and increased, if necessary, to comply with Section 72(s) or Section 401(a)(9) of the Internal Revenue Code. Once the Guaranteed Income Base is equal to zero, the distributions will cease and the Base Contract and this Rider will terminate.

- **Spousal Continuation of this Rider**

If the surviving spouse of the deceased Owner (or the deceased Annuitant if the Owner is not a natural person) is the Beneficiary and elects to continue the Base Contract, as provided for in the Distribution on Death of Owner section of the Base Contract, this Rider and all its provisions, including the Wellness Benefits, will also continue provided both of the following conditions are met:

- (1) The surviving spouse's Attained Age on the Effective Date is at least equal to the minimum issue age requirement for this Rider; and
- (2) The surviving spouse becomes the sole Annuitant and sole Owner of the Base Contract.

If this Rider is in the Accumulation Period at the time of the spousal continuation, this Rider continues in the Accumulation Period.

If this Rider is in the Income Period at the time of spousal continuation, the surviving spouse will continue to receive Lifetime Income Withdrawals if Withdrawals were based, in part, on the life of the surviving spouse.

If this Rider is in the Extended Income Guarantee Period at the time of the Owner's death (or the Annuitant's death if the Owner is not a natural person), spousal continuation will not be allowed unless the Withdrawals were based on the life of the surviving spouse, or on the lives of the surviving spouse and the deceased individual. In that case, the spouse will continue to receive Withdrawals under this Rider as provided for in the Extended Income Guarantee Period section of this Rider.

This Spousal Continuation of this Rider section can only apply once. This section cannot apply a second time if the surviving spouse continues the Base Contract and this Rider, remarries and then dies.

- **Required Minimum Distributions**

Withdrawals may be taken under the Base Contract to satisfy any Required Minimum Distribution requirement for qualified contracts pursuant to the Internal Revenue Code of 1986, as amended from time to time, and the regulations promulgated thereunder. Any Withdrawals taken under the Base Contract to satisfy any Required Minimum Distribution requirement will not be considered Excess Withdrawals and will therefore not reduce any Maximum Annual Withdrawal Amount.

- **Annuity Payments**

If annuity payments are to begin under the terms of the Base Contract and this Rider is in force, the Owner may elect one of the following annuity payment options:

- (a) The greater of the Base Contract's Accumulation Value or Cash Surrender Value applied under any of the options described in the Settlement Options section of the Base Contract, thus terminating this Rider; or

- (b) The Maximum Annual Withdrawal Amount in the form of annuity payments at the frequency elected until the date of death of the Annuitant or, in the case of Joint Annuitants, until the death of the last surviving Annuitant. (This annuity payment option shall be referred to in this Rider as the "Payment Option.")

If this Rider is in the Accumulation Period at the time annuity payments are to begin, the Maximum Annual Withdrawal Amount for purposes of (b) above will be calculated as if this Rider entered the Income Period on the date the annuity payments are to begin.

- **Annuity Date**

In the Annuity Date provision of the Base Contract, the Annuity Date shall be amended to equal the latest of: a) the Annuity Date set by the Company under the Base Contract; b) the Annuity Date as modified by any other riders added to the Base Contract, or c) first Term End Date on or following the Annuitant's 95th birthday. If Joint Annuitants are named in the application, the Annuity Date will be set based on the age of the oldest Joint Annuitant.

- **Termination**

This Rider and all its provisions, including the Wellness Benefits, will terminate on the earliest of the following dates:

- (a) The date on which all benefits are paid as required by the Base Contract, unless this Rider is transferred on that date to a new annuity Contract issued by the Company;
- (b) The date on which annuity payments begin as described in the Annuity Payments section of this Rider;
- (c) The date on which the Base Contract's Accumulation Value and Guaranteed Income Base are equal to zero, and there are no outstanding Lifetime Income Withdrawals payable;
- (d) The date on which the Company receives a written request from the Owner to terminate the Rider, provided such a date is a Term End Date as defined in the Base Contract; or
- (e) Except when the Owner is not a natural person, the date on which the Owner and the Annuitant are not the same person.

Once this Rider terminates, it may not be reinstated. The Company may, at its discretion and before the death of any Owner (or any Annuitant if the Owner is not a natural person), permit the transfer of this Rider to a new annuity Contract issued by the Company. The Annuitant(s) under the Base Contract must be the same as the Annuitant(s) under the new annuity Contract, and the Owner(s) under the Base Contract must be the same as the Owner(s) under the new annuity Contract. This Rider can only be transferred to a new annuity Contract upon full surrender of the Base Contract. Once transferred, the new annuity Contract will become the Base Contract under the provisions of this Rider. A transfer of this Rider to any successor Base Contract will not change the Effective Date or any of the values or provisions available under the Rider.

- **Non-Participating**

This Rider is Non-Participating and does not share in the profits or surplus of the Company.

- **Incontestability**

The Company will not contest the validity of this Rider.

- **Cash Value, Surrender Value or Loan Value**

This Rider has no Cash Value, Surrender Value or Loan Value upon termination.



Michael H. Miller
Secretary

SERFF Tracking Number: AMER-125904461 *State:* Arkansas
Filing Company: American Investors Life Insurance Company, *State Tracking Number:* 40925
Inc.
Company Tracking Number: BPAIRW (11/08)
TOI: A07I Individual Annuities - Special *Sub-TOI:* A07I.001 Equity Indexed
Product Name: BPAIRW (11/08)
Project Name/Number: BPAIRW (11/08)/BPAIRW (11/08)

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AMER-125904461 State: Arkansas
Filing Company: American Investors Life Insurance Company, State Tracking Number: 40925
Inc.
Company Tracking Number: BPAIRW (11/08)
TOI: A07I Individual Annuities - Special Sub-TOI: A07I.001 Equity Indexed
Product Name: BPAIRW (11/08)
Project Name/Number: BPAIRW (11/08)/BPAIRW (11/08)

Supporting Document Schedules

Review Status:
Satisfied -Name: Certification/Notice 11/14/2008
Comments:
Attachment:
BPAIRW_1108_Flesch Score Cert..pdf

Review Status:
Satisfied -Name: Statement of Variability 11/14/2008
Comments:
Attachment:
BPAIRW_1108_SOV.pdf

AMERICAN INVESTORS LIFE INSURANCE COMPANY, INC.
Topeka, Kansas

CERTIFICATION

This is to certify that the attached

has achieved a Flesch Reading Ease Score of _____ and complies with the requirements of
Arkansas Insurance Laws, Chapter 80, cited as the Life and Disability Insurance Policy Language
Simplification Act.

Date

Officer's Name

Randy Matzke, FLMI
Vice Presidet of Product Compliance

Title

American Investors Life Insurance Company
Statement of Variability

RIDER FORM

BPAIRW (11/08)

	<u>Minimum</u>	<u>Maximum</u>	<u>Need for Variability / How Values are Determined</u>	<u>Anticipated time when value may become fixed</u>	<u>Anticipated Frequency of Change</u>
Income Account Value Interest Rate (during the accumulation years)	1%	12%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Income Account Value Interest Rate (after the accumulation years)	0%	12%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Accumulation Years	1	30	Based on economic and competitive environment, age at rider issue.	Upon contract issuance	As needed for newly issued contracts
Annual Rider Premium Rate	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Annual Rider Premium Rate Adjustment	0%	5%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Confinement Period	0	250	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Qualification Waiting Period	0	5	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Income Withdrawal Multiplier	0	10	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Minimum Attained Age for Lifetime Income Withdrawal Election	0	60	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts
Maximum Annual Lifetime Income Withdrawal Percentage - Level Option	1%	20%	Based on economic and competitive environment.	Upon contract issuance	As needed for newly issued contracts