

SERFF Tracking Number: NALH-125910126 State: Arkansas  
 Filing Company: North American Company for Life and Health Insurance State Tracking Number: 41033  
 Company Tracking Number: LR458 & LR416B  
 TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life  
 Adjustable Life  
 Product Name: LR458 & LR416B  
 Project Name/Number: LR458 & LR416B /LR458 & LR416B

## Filing at a Glance

Company: North American Company for Life and Health Insurance

Product Name: LR458 & LR416B SERFF Tr Num: NALH-125910126 State: ArkansasLH

TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed State Tr Num: 41033

Adjustable Life

Sub-TOI: L09I.001 Single Life

Co Tr Num: LR458 & LR416B

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Authors: Carrie Block, Laurie

Disposition Date: 12/11/2008

Gruba, Paula Kunkel-White, Gayle

Lovorn, Gail Velen

Date Submitted: 12/04/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: LR458 & LR416B

Status of Filing in Domicile: Authorized

Project Number: LR458 & LR416B

Date Approved in Domicile: 11/19/2008

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: 12/11/2008

State Status Changed: 12/11/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

RE: NAIC No.: 431-66974 / FEIN No.: 36-2428931

Waiver of Monthly Deductions Rider, form LR416B

Children's Term Insurance Rider, form LR458

SERFF Tracking Number: NALH-125910126 State: Arkansas  
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Dear Reviewer:

We are filing the above forms for your review and approval. These are new forms and are not intended to replace any other form. These forms will be laser printed and we reserve the right to change fonts and layouts. The minimum font size will never be less than 10 point type. Licensed agents of the Company will market these products on an individual basis.

No part of this filing contains any unusual or possibly controversial items from normal Company or industry standards.

Waiver of Monthly Deductions Rider (LR416B) – This rider waives the Monthly Deductions for the policy and any attached riders when the primary insured has been disabled for at least 6 months as defined in the terms of the rider. The Waiver of Monthly Deductions continues for as long as the primary insured remains totally disabled,(as defined in the rider form) subject to the terms of the rider and policy, as long as the rider and policy remain in force. This rider is available for issue ages 18-59. The rider terminates on the policy anniversary nearest the insured's 65th birthday. This rider has no conversation privileges and there is no option to continue coverage under this rider after the termination of the policy to which the rider is attached. The cost of the rider is included in the actuarial material.

Children's Term Insurance Rider (LR458) - This rider provides yearly renewable term life insurance on the life of any child born to or adopted by the primary insured and any stepchild named in the application for insurance. The child must be at least 15 days and 20 years at the time of application for this rider to become effective. Coverage is provided until the earlier of the policy anniversary following the individual child's 23rd birthday or the policy anniversary when the primary insured's age is 65. The minimum and maximum number of units is 5 and 25, respectively. This rider will be available at an additional cost. The rider charge is the same regardless of the age or number of children insured. Please refer to the actuarial material for further details.

These riders are designed for use with previously approved universal life policies as well as any such policies that may be approved by your Department in the future. The following is a current list of previously approved policy forms these riders may be used with:

Policy Form / Approval Date

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LS161A03 7/20/2007  
LS163A03 6/18/2007  
LS164A03 08/13/207  
LS165B03 4/2/2008  
LS16603 6/11/2008  
LS16703 7/31/2008

Life application form L-3159A, approved on 11/19/2008, will be used in solicitation of these rider forms.

This filing has been approved in our state of domicile, Iowa, on 11/19/08.

## Company and Contact

### Filing Contact Information

Paula Kunkel White, Contracts Analyst pwhite@nacolah.com  
525 W. VAN BUREN (800) 800-3656 [Phone]  
CHICAGO, IL 60607 (312) 648-7780[FAX]

### Filing Company Information

North American Company for Life and Health CoCode: 66974 State of Domicile: Iowa  
Insurance  
Principal Office: 4601 Westown Parkway - Group Code: 431 Company Type: Life and Annuity  
Suite 300  
West Des Moines, IA 50266 Group Name: State ID Number:  
(800) 800-3656 ext. [Phone] FEIN Number: 36-2428931  
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## Filing Fees

SERFF Tracking Number: NALH-125910126 State: Arkansas  
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Fee Required? Yes  
Fee Amount: \$40.00  
Retaliatory? No  
Fee Explanation: 2 riders X \$20= \$40.00  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
North American Company for Life and Health Insurance	\$40.00	12/04/2008	24335644

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	12/11/2008	12/11/2008

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## Disposition

Disposition Date: 12/11/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NALH-125910126 State: Arkansas  
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<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Certification/Notice		Yes
<b>Supporting Document</b>	Application		No
<b>Supporting Document</b>	Health - Actuarial Justification		No
<b>Supporting Document</b>	Outline of Coverage		No
<b>Supporting Document</b>	Actuarial Memorandum		No
<b>Form</b>	Children's Term Insurance Rider		Yes
<b>Form</b>	Waiver of Monthly Deductions Rider		Yes

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## Form Schedule

### Lead Form Number:

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	LR458	Policy/Cont Children's Term ract/Fratern Insurance Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50	LR458 child term rider.pdf
	LR416B	Policy/Cont Waiver of Monthly ract/Fratern Deductions Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		57	LR416B WoMD.pdf



**North American Company for Life and Health Insurance**

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Administrative Office: P.O. Box 5088 • Sioux Falls, SD 57117-5088

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## CHILDREN'S TERM INSURANCE RIDER

This Rider is a part of the Policy to which it is attached. It is subject to all the terms, conditions, and definitions of the Policy unless We state otherwise.

**EFFECTIVE DATE** - If this Rider is issued with the Policy, it is effective on the Policy Date. If this Rider is issued after the Policy, the Effective Date will be the Monthly Deduction Day that falls on or next follows the date We approve the application for this Rider. The Effective Date will be shown in a supplemental schedule page that will be mailed to Your last known address.

**CONSIDERATION** - This Rider is issued in consideration of the application for this Rider and payment of the required premium for the Benefit Amount.

**INSURED CHILD** – An Insured Child is any child born to or adopted by the Insured and any stepchild named in the application for insurance. An Insured Child must be named in the application for this Rider or be born to or adopted by the Insured after the date of application. An Insured Child must be between 15 days old and 20 years old when his or her insurance under this Rider begins.

**BENEFIT** - This Rider is the amount of level term life insurance provided on the life of each Insured Child. If We receive due proof that the death of an Insured Child occurred while this Rider is in effect, We will pay the Benefit Amount for that Insured Child to the Beneficiary. The death must occur while the Insured Child is at least 15 days old and before the Policy Anniversary following the Insured Child's 23<sup>rd</sup> birthday.

**BENEFIT AMOUNT** - This is the amount of level term life insurance provided on the life of each Insured Child by this Rider. The Benefit Amount for each Insured Child is shown in the Schedule of Policy Benefits under the Additional Benefits section or in a supplemental schedule page.

**BENEFICIARY** - is the payee of the Benefit Amount for this Rider. The beneficiary designation in the application will not be used in paying benefits under this Rider, such benefits will be paid as follows:

1. To You, if living;
2. To the Insured, if You are deceased;
3. To surviving Insured (Child)ren in equal shares, if You and the Insured are deceased;
4. To the Insured Child's estate, if You, the Insured, and all Insured Children are deceased.

**PAID-UP INSURANCE BENEFITS** – If the Insured dies, the Benefit Amount on each Insured Child will become fully paid-up. This paid-up insurance will terminate on the Policy Anniversary following the Insured Child's 23<sup>rd</sup> birthday or the Expiry Date shown on the Schedule of Policy Benefits or in a supplemental schedule page, if earlier. This paid-up term insurance may be surrendered prior to its termination for its Cash Value. The Cash Value will be equal to the net single premium for the paid up benefits on the date of surrender based on the 2001 CSO table at 3%. Within thirty days after a Policy anniversary, the Cash Value will not be less than it was on that anniversary.

**RIDER CHARGE** – The Rider Charge is the cost for this Rider and is based on one class of insured children. We may declare a Rider Charge that differs from that shown in the Schedule of Policy Benefits or in a supplemental schedule page. If We change the Rider Charge, the change will apply uniformly to all insured children. Changes in the declared Rider Charge will be based upon future expectations for such elements as investment earnings, mortality, persistency and expenses.

**CHANGES IN INSURANCE COVERAGE** - The Benefit Amount may be decreased by sending Us a written request. The decrease will become effective on the Monthly Deduction Day that falls on or next follows the date We receive Your written request. The Benefit Amount following a decrease cannot be less than Our published minimum amount in effect at the time We receive Your written request. No increases in Benefit Amount will be allowed.

**CONVERSION** – Prior to termination of coverage under this Rider, and while the Insured Child is living, You may convert the Benefit Amount to any life insurance policy We offer for conversions. Also upon termination of coverage under this Rider, any Insured Child may submit an application to convert his or her coverage to any life insurance policy if We receive written request within 31 days following termination of coverage under this Rider. Two options are available to convert the Benefit Amount.

**A.** Under this option, the Benefit Amount may be converted subject to the following:

1. This Rider is in effect;
2. Request for the new policy must be made in a signed, written form satisfactory to Us;
3. The amount of insurance of the new policy must be at least \$5,000, but not greater than the Benefit Amount provided by this Rider on the Insured Child's life as of the conversion date;
4. The first premium for the new policy is paid at the time of conversion;
5. The Benefit Amount of insurance of the new policy meets minimum insurance requirement specified by the plan selected;
6. Any riders for supplemental benefits then offered by Us may be included in the new policy if evidence of satisfactory insurability is provided to Us; and
7. The Suicide and Incontestable periods for the converted Benefit Amount will be measured from the Effective Date of this Rider. The Suicide and Incontestable periods for any amount of insurance greater than the converted Benefit Amount will be measured from the Effective Date of the new policy. New Suicide and Incontestable periods apply to new benefits not contained in the original Rider and to any increase in the Benefit Amount.

**B.** Under this option, the Benefit Amount of insurance may be increased up to five times the Benefit Amount in effect on the life of such Insured Child as of the conversion date up to a maximum of \$50,000 provided the Policy Date of the new policy satisfies one of the following three conditions, in addition to items 1., 2., 4., 5., 6., and 7. listed in Option A above:

1. The Policy Date of the new policy is either:
  - a) the date the Insured Child attains age 18 or the fifth anniversary of coverage of such Insured Child, whichever date is later; or
  - b) any date after the date in 1.a) above which is before the Policy Anniversary following the Insured Child's 23<sup>rd</sup> birthday, or before the Expiry Date, if earlier.
2. The Policy Date of the new policy is after the marriage of such Insured Child and before the Policy Anniversary following the Insured Child's 23<sup>rd</sup> birthday, or before the Expiry Date, if earlier.
3. The Policy Date of the new policy is the Policy Anniversary following the Insured Child's 23<sup>rd</sup> birthday or the Policy Anniversary when the Insured's age is 65, if earlier.

We will not require evidence of insurability on conversion for the converted Benefit Amount. The premium of the new policy will be based on a standard Premium Class and the Insured Child's age, Sex and usage of tobacco products as of the Conversion Date. The Policy Date of the new policy will be the Conversion Date.

**SUICIDE** – Suicide of an Insured Child, whether sane or insane, within two years (1 year if issued in Colorado, Missouri, or North Dakota) from the Effective Date of this Rider is a risk not assumed under this Rider. In such event, We will pay to the Beneficiary an amount equal to the Cost of Insurance paid or deducted for this Rider. Coverage for any remaining Insured Child(ren) will continue under the provisions of this Rider.

**INCONTESTABILITY** – All statements made in the application for this Rider by or on behalf of each Insured Child will, except in the case of fraud, be deemed representations and not warranties.

We cannot contest this Rider as to statements contained in the application after it has been in effect, during the lifetime of each Insured Child, for a period of two years from its Effective Date. We cannot contest this Rider after it has been in effect, during the lives of each Insured Child, for a period of two years from its Reinstatement date. We can only contest statements contained in the Reinstatement application.

**REINSTATEMENT** – This Rider may be reinstated after default in payment of premium subject to:

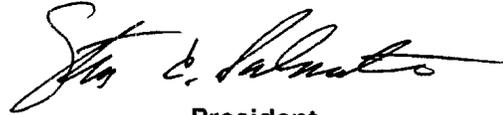
1. The requirements of the Reinstatement provision of the Policy to which it is attached; and
2. Evidence of insurability satisfactory to Us of all persons to be insured under this Rider upon its Reinstatement.

**TERMINATION** – The date of termination of coverage under this Rider is determined for each Insured Child individually. Coverage under this Rider will terminate on the earliest of the following dates, as these apply to each Insured Child:

1. The Policy Anniversary when the Insured's age is 65;
2. The Policy Anniversary following the Child's 23<sup>rd</sup> birthday;
3. The Monthly Anniversary next following Our receipt of Your request to terminate this Rider;
4. The date coverage for the Insured Child under this Rider has ended due to conversion or death;
5. The date the payment or deduction of the Rider Charge is in default beyond the Grace Period; or
6. The date the Policy is terminated.



Secretary



President



## North American Company for Life and Health Insurance

Principal Office: 4601 Westown Parkway, Suite 300 • West Des Moines, IA 50266

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### WAIVER OF MONTHLY DEDUCTION RIDER

This Rider is a part of the policy. It is subject to all the terms of the policy unless We state otherwise.

**EFFECTIVE DATE** – The Effective Date of this Rider is the Policy Date.

**CONSIDERATION** – This Rider is issued in consideration of the application for this Rider and the inclusion of the monthly cost of this Rider (as described below) in the policy Monthly Deduction.

**BENEFIT** – If the Insured is totally disabled while this Rider is in effect, We will waive the Monthly Deduction for each Policy Month during the period of total disability of the Insured, provided:

1. Total disability begins:
  - a. After the Effective Date of this Rider; and
  - b. On or after the Policy Anniversary nearest the Insured's 18<sup>th</sup> birthday; and
  - c. Before the Policy Anniversary nearest the Insured's age 65; and
2. We receive Written Notice and proof of claim that the Insured has been totally disabled for at least 180 consecutive days; and
3. The Insured is under the regular care of a physician.

“Under the regular care of a physician” means that the Insured is being cared for on a regular basis by a physician, unless the physician states that continued treatment in the future would be of no benefit to the Insured.

“Physician” shall mean a person licensed as a medical practitioner and acting within the scope of his license. The physician cannot be the Insured; the Insured's spouse, children, siblings, parents, grandparents, grandchildren and any of their spouses; or anyone with whom the Insured shares a business interest.

In addition, the following conditions will apply to this benefit:

- a) Monthly Deductions will continue to be charged during the first 180 consecutive days of total disability.
- b) Any Monthly Deduction charged and later waived retroactively, will be credited back to the Account Value. Under no circumstances will we waive Monthly Deductions more than 12 months before We receive Written Notice and due proof of claim.
- c) Any Monthly Deduction waived after approval of a claim under this Rider, will be credited to the Account Value by Us, as if paid by You.
- d) If you increase the policy's Specified Amount, the coverage under this Rider and the cost of this Rider will increase at the same time.

If the Insured becomes totally disabled during the Grace Period, You must pay enough premium so that the policy is restored to in force status before We will waive subsequent Monthly Deductions. No claim for this benefit will be considered until all overdue Monthly Deductions have been made.

**DEFINITION OF TOTALLY DISABLED and TOTAL DISABILITY** – Totally disabled and total disability mean:

1. During the first 24 months after total disability begins, the Insured is unable to perform the principal duties of his own occupation;
2. Thereafter, the Insured is unable to perform the duties of any occupation for which the Insured is qualified by reason of education, training, or experience.

The total and irrevocable loss of the following while this Rider is in effect will be regarded as total disability whether or not they prevent the Insured from engaging in any occupation or business:

1. The sight in both eyes;
2. The use of both hands;
3. The use of both feet;
4. The use of one hand and one foot.

Total disability must begin while this Rider is in effect.

**WRITTEN NOTICE AND PROOF OF CLAIM** – We must receive Written Notice of claim and due proof of total disability while the Insured is alive and totally disabled. If Written Notice of claim and due proof of total disability is not provided during this time, We will not reduce or deny a claim if We receive Written Notice and proof as soon as reasonably possible.

We require proof of continuing total disability be provided to us periodically. We will not require proof more than once a year after total disability has continued for two consecutive years. As part of proof of continuing total disability, We may require that a physician satisfactory to Us examine the Insured from time to time. The cost of any exam We request will be paid by Us. If the Insured does not provide proof of continuing total disability or does not permit an examination by a physician satisfactory to Us, We will not waive any future Monthly Deductions.

**NOTICE OF RECOVERY** – You must notify Us when the Insured recovers from total disability. Monthly Deductions that become due after recovery from total disability are to be paid as described under the terms of the policy.

**RECURRING TOTAL DISABILITY** – If following recovery from a period of total disability that has continued for at least 180 consecutive days, the Insured again becomes totally disabled and such total disability:

1. Begins within 180 consecutive days of recovery; and
2. Is due to the same or a related condition as the prior total disability;

then total disability is considered to have been continuous. If total disability is determined to be continuous, Monthly Deductions will be waived beginning on the next Monthly Deduction Day after the Insured's recurring total disability.

Monthly Deductions will not be waived during the time the Insured has recovered from total disability.

**EXCLUSIONS AND LIMITATIONS** – We will not waive Monthly Deductions if:

1. The Insured becomes totally disabled as a result of:
  - a. An intentionally self-inflicted injury, or attempted suicide while sane or insane; or
  - b. A injury that occurred or disease that first became manifest prior to the Effective Date of this Rider (unless stated in the application for this Rider); or
  - c. War, whether or not declared, or any act of war; or
  - d. Service in any armed force engaged in a military conflict; or
  - e. Voluntarily taking of any kind of poisons, illegal drugs, or inhaling any kind of harmful fumes; or
  - f. Intoxication or being under the influence of drugs, unless prescribed by a physician; or
  - g. Operating or riding in or descending from any kind of aircraft if the Insured
    1. Was a pilot, officer, or member of the crew of such aircraft;
    2. Was giving or receiving any kind of instruction or training; or
    3. Had any duties related to such aircraft in flight or was flown for the purpose of descent from such aircraft in flight.
2. The Insured becomes totally disabled after the Policy Anniversary nearest the Insured's age 65.
3. The Grace Period as defined in the policy expires before the date the Insured becomes totally disabled.

No Monthly Deductions will be waived for disabilities beginning on or after the Termination of this Rider.

**REINSTATEMENT** – This Rider can be reinstated if the policy is reinstated.

**IMPACT ON NO LAPSE GUARANTEE** - We guarantee that the policy will not lapse while We are waiving the Monthly Deduction. If the policy contains a No Lapse Guarantee provision, and We are waiving the Monthly Deduction during the No Lapse Guarantee Period, the No Lapse Guarantee Period will not change and We will consider the Monthly No Lapse Guarantee Premium as having been paid for the purpose of the No Lapse Guarantee calculation as described in the policy. If Monthly Deductions are no longer being waived under this Rider, any Monthly No Lapse Guarantee Premium required to continue the No Lapse Guarantee will be due.

**COST OF THIS RIDER** – The monthly cost of disability benefit is (1) multiplied by (2) where:

1. Is the Monthly Cost of Insurance Factor for the Insured's attained age; and
2. Is the Monthly Deduction.

The Monthly Cost of Insurance Factors are shown in the Schedule of Supplemental Policy Benefits.

**INCONTESTABILITY** – All statements made in the application for this Rider will, except in the case of fraud, be deemed representations and not warranties. We cannot contest this Rider as to statements contained in the application after it has been in force, during the Insured's lifetime and without the start of total disability, for a period of two years from its Effective Date, or if the Rider is reinstated, two years from its reinstatement date.

We will not contest an increase in coverage under this Rider due to an increase in Specified Amount under the policy after the increase in Specified Amount has been in effect during the Insured's life and without the start of total disability for a period of two years from its Effective Date.

**TERMINATION** – This Rider will terminate on the earliest of the following dates:

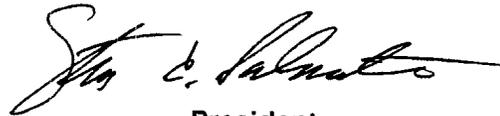
1. Subject to any then existing claim, the Policy Anniversary nearest the Insured's 65<sup>th</sup> birthday; or
2. The date the policy is fully surrendered; or
3. The date the policy terminates; or
4. The date We receive Your written request to terminate this Rider; or
5. The date on which any nonforfeiture benefit becomes effective under the policy.

Termination of this Rider will be without prejudice to any claim in effect on the date this Rider terminates.

Signed for North American Company for Life and Health Insurance.



Secretary



President



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## Supporting Document Schedules

### Review Status:

**Satisfied -Name:** Certification/Notice

11/19/2008

### Comments:

### Attachments:

AR L & H 1 cert.pdf  
READABILITY CERT.pdf

# State of Arkansas

## Certificate of Compliance

Rider Form LR452

On behalf of North American Company for Life and Health Insurance I certify the company is in compliance with:

Rule and Regulation 19.

Rule and Regulation 49 – each policyholder will be provided a life and health guaranty notice at time of issue.

A.C.A. § 23-79-138 for Policy Information Requirements – each policy will contain the contact information of the policyholder's service office, soliciting agent and the state insurance department.



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Carrie Block, Contract Analyst

Date: December 4, 2008

## READABILITY CERTIFICATE

Name and Address of Insurer: North American Company for Life and Health Insurance  
Executive Office: 525 W. Van Buren  
Chicago, IL 60607

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I certify that Readability has been tested under the Flesch Readability formula set forth by Rudolph Flesch in his book, The Art of Readability Writing and that the form(s) meet your minimum readability requirements for the form(s) listed below:

<u>FORM NUMBER</u>	<u>DESCRIPTION</u>	<u>SCORE</u>
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Timothy Reuer, FSA, MAAA  
Vice President - Product Development

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Date