

SERFF Tracking Number: AGLA-126835966 State: Arkansas  
Filing Company: American General Life and Accident Insurance Company State Tracking Number: 46958  
Company Tracking Number: AGLA ABR, ETAL  
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
Product Name: AGLA ABR Accelerated Benefit Rider, etal  
Project Name/Number: AGLA ABR Accelerated Benefit Rider, etal/AGLA ABR, etal

## Filing at a Glance

Company: American General Life and Accident Insurance Company

Product Name: AGLA ABR Accelerated Benefit SERFF Tr Num: AGLA-126835966 State: Arkansas

Rider, etal

TOI: L08 Life - Other

SERFF Status: Closed-Approved-  
Closed State Tr Num: 46958

Sub-TOI: L08.000 Life - Other

Co Tr Num: AGLA ABR, ETAL

State Status: Approved-Closed

Filing Type: Form

Author: Marilyn Ellis

Reviewer(s): Linda Bird

Date Submitted: 10/01/2010

Disposition Date: 10/06/2010

Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: AGLA ABR Accelerated Benefit Rider, etal

Status of Filing in Domicile: Pending

Project Number: AGLA ABR, etal

Date Approved in Domicile:

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: 10/06/2010

Explanation for Other Group Market Type:

State Status Changed: 10/06/2010

Deemer Date:

Created By: Marilyn Ellis

Submitted By: Marilyn Ellis

Corresponding Filing Tracking Number: AGLA  
ABR, etal

Filing Description:

AGLA ABR Accelerated Death Benefit Rider

AGLA ILL Illustration of Accelerated Death Benefit

AGLA 10-17 Endorsement

The above forms are being submitted for your review and approval. They are new and do not replace any forms

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previously approved by your department.

AGLA ABR is an individual, nonparticipating rider that allows the Owner to accelerate, during the Insured Person's lifetime, a portion of the Insured Person's death benefit under the policy if such Insured Person experiences a covered qualifying event, subject to the provisions of the rider. The qualifying events covered under the rider are chronic illness, critical illness and terminal illness, as defined in the rider.

Both a defined accelerated benefit and a flexible accelerated benefit may be provided by the rider. However, the rider is structured so that the defined accelerated benefit is not required for the rider to be issued. The defined accelerated benefit provides that a predetermined amount of the Insured Person's death benefit on a dollar-for-dollar basis may be accelerated. The flexible accelerated benefit provides the remaining portion of the Insured's death benefit may be accelerated subject to an actuarial discount. In the case of a partial acceleration, the rider allows for acceleration due to a subsequent qualifying event at a reduced dollar-for-dollar benefit percentage along with the opportunity to accelerate the remaining portion on a discounted basis. Each benefit is paid as a lump sum.

The rider is premium paying and fully underwritten. It may be attached to term life, whole life or universal life policies. The rider is intended for use with new issues and in force business. It will be sold to individual insurance consumers by agents and brokers.

Sample policy schedules show how the rider information will be displayed on a term life, whole life and universal life policy. The rider is not issued in a rated premium class; therefore, none of the sample policy schedules show rated premium information.

AGLA ILL is the illustration form required by the section of the Standards for Accelerated Death Benefits entitled "Effect of Benefit Payment on Other Benefit Provisions." This form will be completed by our Home Office and mailed to the Owner and any irrevocable beneficiary at the time we receive a request for acceleration.

AGLA 10-17 is an endorsement that will be used with policies to which rider AGLA ABR is attached. This endorsement gives the Owner the right to reduce the accelerated life insurance amount of any accelerated benefit rider under the policy to which the endorsement is attached and create within another life insurance policy a new accelerated benefit rider, subject to the conditions stated in the endorsement. It also gives the Owner the right to reduce the accelerated life insurance amount of another accelerated benefit rider and created within the policy to which the endorsement is attached a new accelerated benefit rider, subject to the conditions stated in the endorsement.

Unless otherwise informed, we reserve the right to change the layout of the enclosed forms, including sequential ordering of the provisions, and type font, size and color.

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## Company and Contact

### Filing Contact Information

Kathryn Mitchell, Kathryn.Mitchell@aglife.com  
 American General Center 615-749-1139 [Phone]  
 Nashville, TN 37250-0001

### Filing Company Information

American General Life and Accident Insurance CoCode: 66672 State of Domicile: Tennessee  
 Company  
 American General Center Group Code: Company Type: L&H  
 Nashville, TN 37250-0001 Group Name: State ID Number:  
 (615) 749-1139 ext. [Phone] FEIN Number: 62-0306330

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$150.00  
 Retaliatory? No  
 Fee Explanation: 3 forms x \$50 = \$150.00  
 Per Company: No

| COMPANY  | AMOUNT   | DATE PROCESSED | TRANSACTION # |
|--|----------|----------------|---------------|
| American General Life and Accident Insurance Company | \$150.00 | 10/01/2010     | 40126519      |

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## Correspondence Summary

### Dispositions

| Status          | Created By | Created On | Date Submitted |
|-----------------|------------|------------|----------------|
| Approved-Closed | Linda Bird | 10/06/2010 | 10/06/2010     |

### Amendments

| Schedule            | Schedule Item Name   | Created By    | Created On | Date Submitted |
|---------------------|----------------------|---------------|------------|----------------|
| Supporting Document | Actuarial Memorandum | Marilyn Ellis | 10/01/2010 | 10/01/2010     |

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## Disposition

Disposition Date: 10/06/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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| Schedule                      | Schedule Item  | Schedule Item Status | Public Access |
|-------------------------------|--|----------------------|---------------|
| Supporting Document           | Flesch Certification   |                      | Yes           |
| Supporting Document           | Application  |                      | Yes           |
| Supporting Document (revised) | Actuarial Memorandum   |                      | No            |
| Supporting Document           | Actuarial Memorandum   |                      | No            |
| Supporting Document           | Statements of Variability  |                      | Yes           |
| Supporting Document           | Policy Schedules w/rider information for Whole Life, Term and Universal Life |                      | Yes           |
| Form                          | Accelerated Death Benefit Rider  |                      | Yes           |
| Form                          | Illustration of Accelerated Death Benefit                                    |                      | Yes           |
| Form                          | Endorsement  |                      | Yes           |

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**Amendment Letter**

Submitted Date: 10/01/2010

**Comments:**

I am amending this filing by attaching the correct actuarial memorandum. I apologize for any inconvenience.

**Changed Items:**

**Supporting Document Schedule Item Changes:**

**User Added -Name: Actuarial Memorandum**

Comment:

Form AGLA ABR - Actuarial Memorandum - Non-Compact States.pdf

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## Form Schedule

Lead Form Number: AGLA ABR, etal

| Schedule Item Status | Form Number | Form Type   | Form Name                                 | Action  | Action Specific Data | Readability | Attachment    |
|----------------------|-------------|---|---|---------|----------------------|-------------|---------------|
|                      | AGLA ABR    | Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider | Accelerated Death Benefit Rider           | Initial |                      | 53.400      | AGLAABR.pdf   |
|                      | AGLA ILL    | Other   | Illustration of Accelerated Death Benefit | Initial |                      | 53.600      | AGLAILL.pdf   |
|                      | AGLA 10-17  | Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider | Endorsement                               | Initial |                      | 60.100      | AGLA10-17.pdf |

Pease read this Limited Benefit Rider carefully.

Benefits paid under this Rider may be taxable. If so, You may incur a tax obligation. You should consult Your personal tax advisor to assess the impact of this Benefit.

Benefits as specified under the Policy, including the Policy Amount, cash value, loan value, premiums and cost of insurance are reduced upon payment of an Accelerated Benefit.

## ACCELERATED DEATH BENEFIT RIDER

PROVIDES FOR ACCELERATION OF A PORTION OF THE POLICY AMOUNT

(Please see Page 2 for Index)

### DEFINITIONS

Capitalized terms not defined in this Rider will have the meaning given in the Policy.

**Accelerated Benefit Payment Date** means the date a Defined Accelerated Benefit Amount, if any, or a Flexible Accelerated Benefit Amount will be paid. This date will be no later than 31 days following the satisfaction of all applicable provisions and requirements under this Rider and the Policy to which it is attached.

**Accelerated Coverage Amount**, as shown in the Policy Schedule, means that portion of the Face Amount or Specified Amount, as the case may be, or the amount of any Covered Rider available as one or more Defined Accelerated Benefits or a Flexible Accelerated Benefit as provided by this Rider.

**Activities Of Daily Living** means the following self-care functions:

- (a) Bathing: Washing in either a tub or shower, including the task of getting into or out of the tub or shower without the assistance of another person.
- (b) Continence: The ability to maintain control of bowel and bladder functions; or, when unable to maintain control of bowel or bladder functions, the ability to perform the associated personal hygiene (including caring for catheter or colostomy bag) without the assistance of another person.
- (c) Dressing: Putting on or taking off all items of clothing and any necessary braces, fasteners or artificial limbs without the assistance of another person.

- (d) Eating: Feeding oneself by getting food into the body from a receptacle (such as a plate, cup or table), or by feeding tube, or intravenously without the assistance of another person.
- (e) Toileting: Getting on and off the toilet and performing associated personal hygiene without the assistance of another person.
- (f) Transferring: Moving onto or out of a bed, chair, or wheelchair without the assistance of another person.

**Certified/Certification** means a written definitive determination of an Insured Person's Qualifying Chronic Illness signed by a Licensed Health Care Practitioner, or of an Insured Person's Qualifying Critical Illness or Qualifying Terminal Illness signed by a Physician, based upon the use of evaluations, clinical and/or laboratory investigations, tests and observations that follow recommended and accepted medical or social work practices, as applicable. The results of the Certification must be documented in and supported by the Insured Person's medical or social work records, as applicable, and provided to Us.

**Coma** means a profound state of unconsciousness from which the Insured Person cannot be aroused to consciousness, and in which stimulation will produce no more than primitive avoidance reflexes, which lasts for a period of at least 96 hours.

The Diagnosis of Coma must be documented by evidence of a neurological deficit that is expected to last for a continuous 12-month period or longer from the date of the Diagnosis to determine Coma.

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**Coronary Artery Bypass** means the use of a non-coronary blood vessel or blood vessels (either artery or vein) to surgically bypass obstructions in a native coronary artery or arteries.

The Diagnosis of the need for a Coronary Artery Bypass must be made by a Physician certified to practice cardiology based on angiographic evidence of the underlying disease.

An illness that does not require surgery but requires a medical procedure such as balloon angioplasty (with or without stent(s)), thrombolytic therapy, laser relief of an obstruction, and/or other intra-arterial procedures is NOT covered.

**Coverage Segment** means the portion of the Face Amount or Specified Amount, as the case may be, of the Policy or of any covered rider represented by an Accelerated Coverage Amount shown in the Policy Schedule.

**Covered Rider** means any benefit rider identified on the Policy Schedule as eligible for acceleration under an Accelerated Benefit Rider.

**Defined Accelerated Benefit**, as shown in the Policy Schedule, means the Accelerated Coverage Amount as to each Coverage Segment multiplied by the applicable Defined Accelerated Benefit Percentage.

**Defined Accelerated Benefit Amount** means the dollar amount, if any, of the Defined Accelerated Benefit for a Coverage Segment that, during the Insured Person's lifetime, is paid by Us due to a Qualifying Event.

**Diagnosed/Diagnosis** means a written definitive Diagnosis of an Insured Person's Critical Illness or Terminal Illness signed by a Physician:

- (a) based upon the use of diagnostic evaluations, clinical and/or laboratory investigations, tests and observations that follow recommended and accepted medical practices, the results of which must be documented in and supported by the Insured Person's medical records and provided to Us; and
- (b) if applicable, meeting any diagnostic requirements for the Critical Illness being Diagnosed.

**Effective Date** of the Insured Person's coverage is shown on the Policy Schedule.

**Elected Death Benefit** means the portion of the Maximum Elected Death Benefit as to a Coverage Segment that the Owner elects to accelerate as a Flexible Accelerated Benefit due to a Qualifying Event.

**End Stage Renal Failure** means the irreversible and total failure of both kidneys, which requires the undergoing of regular renal dialysis.

The Diagnosis of End Stage Renal Failure must be made by a Physician and be based on the irreversible failure of the function of both kidneys and requiring regular dialysis.

**Flexible Accelerated Benefit** means the portion of the Elected Death Benefit as to a Coverage Segment, minus an actuarial discount determined by Us, that, after Your election of an Elected Death Benefit and subject to Your acceptance or refusal, may be paid by Us due to a Qualifying Event.

We will determine the actuarial discount applicable to the Elected Death Benefit using factors including, but not limited to, the following:

- (a) the Accumulation Value, Cash Surrender Value and Cash Value, if any, under the Policy; and
- (b) the future premiums or charges payable under the Policy; and
- (c) Our assessment of the expected future mortality of the Insured Person; and
- (d) an interest rate that will not exceed the greater of the yield on 90-day U.S. Treasury Bills or the statutory adjustable Policy loan interest rate on the Accelerated Benefit Payment Date. If the index used in determining the Elected Death Benefit is discontinued, We will use an appropriate substitute index.

**Flexible Accelerated Benefit Amount** means the Flexible Accelerated Benefit determined by Us, that, after Your election of an Elected Death Benefit as to a Coverage Segment, is accepted by You and paid by Us due to a Qualifying Event.

**Hands-on Assistance** means the physical assistance of another person without which the Chronically Ill Insured Person would be unable to perform any one of the Activities Of Daily Living.

**Hemiplegia** means the complete and irreversible Paralysis of the upper and lower Limbs of the same side of the body.

**Immediate Family Member** means a person who is related to the Insured Person or Owner in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), grandparent, brother or sister (includes stepbrother or stepsister), child (includes legally-adopted child or stepchild), or grandchild.

**Insured Person** means the person named as the Insured in the Policy and/or Additional Insured(s) under a Covered Rider.

**In Situ Cancer** means the non-invasive cancer that is confined to the site of origin and does not invade below the most superficial level or is described as "In Situ" in a pathology report.

**Invasive Cancer** means the presence of one or more malignant tumors characterized by the uncontrolled growth and spread of malignant cells and the invasion of normal tissue and major forms of blood cancer: lymphoma, leukemia, multiple myeloma and myelodysplastic syndromes. Invasive Cancer does NOT include the following:

- (a) Leukoplakia;
- (b) Hyperplasia;
- (c) Carcinoid;
- (d) Polycythemia;
- (e) Stage 1 Hodgkin's disease;
- (f) Stage A prostate cancer (less than a T<sub>1</sub>cN<sub>0</sub>M<sub>0</sub>);
- (g) Duke's stage A colon cancer (T<sub>2</sub>N<sub>0</sub>M<sub>0</sub> or less);
- (h) Intraductal non-invasive breast cancer;
- (i) Stage 0 or 1 transitional cell carcinoma of urinary bladder (T<sub>1</sub>N<sub>0</sub>M<sub>0</sub> or less);
- (j) In Situ Cancer;
- (k) Any skin cancer other than malignant melanoma with a depth of 1mm or deeper or greater than Clark level 2;
- (l) T<sub>1</sub>N<sub>0</sub>M<sub>0</sub> (TNM Classification System) papillary carcinoma of the thyroid less than 1 cm in diameter;

- (m) Any other pre-malignant lesions, benign tumors or polyps.

Invasive Cancer must be Diagnosed by a Physician certified to practice pathological anatomy or osteopathic pathology and must be based on a microscopic examination of fixed tissues or preparations from the hemic system. Such Diagnosis shall be based solely on the accepted criteria of malignancy after a study of the histo-cytologic architecture or pattern of the suspected tumor, tissue and/or specimen. Clinical Diagnosis of Invasive Cancer will be accepted as evidence that Invasive Cancer exists when a pathological Diagnosis cannot be made, provided the medical evidence substantially documents the clinical Diagnosis of Invasive Cancer and the Insured Person receives treatment for Invasive Cancer.

**Licensed Health Care Practitioner** means any Physician, any registered professional nurse, licensed social worker, or other individual who meets such requirements as may be prescribed by the United States Secretary of the Treasury.

Licensed Health Care Practitioner does not include:

- (a) the Insured Person or the Owner; or
- (b) any Immediate Family Member; or
- (c) any person who customarily resides in the same household as the Insured Person or the Owner.

**Limb** means entire arm or entire leg.

**Major Heart Attack** means the death of a portion of the heart muscle resulting from inadequate blood supply to the relevant area. Major Heart Attack does NOT include angina or the chance finding of electrocardiographic (EKG) changes indicative of a previous heart attack.

The Diagnosis of Major Heart Attack must be made by a Physician and be based on the presence of chest pain and at least two of the following criteria:

- (a) new electrocardiographic (EKG) changes which support the Diagnosis;
- (b) diagnostic elevation of cardiac enzymes or biomedical markers; or
- (c) confirmatory imaging studies such as cardiac catheterization, thallium scans, MUGA scans or stress echocardiograms.

**Major Organ Transplant** means the receipt by transplant of any of the following organs or tissues: heart, lung, liver or pancreas.

The Diagnosis of Major Organ Transplant must be made by a Physician and must include documentation on the illness or injury that resulted in the need to undergo a Major Organ Transplant.

**Maximum Elected Death Benefit** means the Accelerated Coverage Amount available for acceleration as a Flexible Accelerated Benefit and shown in the Policy Schedule.

**Medically-Related** means a successive Qualifying Event that results from the same or related organic, pathological, or physiological causes, conditions or symptoms as a previous Qualifying Event where the Insured Person has, within one year prior to the Diagnosis or Certification of the successive Qualifying Event, received medical treatment for the previous Qualifying Event except for the taking of prescription drugs as prescribed or for routine follow-up visits to a Physician.

**Paralysis** means Quadriplegia, Paraplegia or Hemiplegia that is expected to last for a continuous 12-month period or longer from the date of the Diagnosis.

The Diagnosis of Paralysis must be made by a Physician and must be supported by the medical records of the Insured Person.

**Paraplegia** means the complete and irreversible Paralysis of both lower Limbs.

**Permanent/Permanently** means lasting at least 90 consecutive days and expected to remain unchanged from the date of Diagnosis.

**Physician** means any physician who is a doctor of medicine or osteopathy legally authorized to practice medicine and surgery in the United States by a federal or state licensing authority for such doctors. Physician does not include:

- (a) the Insured Person or the Owner;
- (b) any Immediate Family Member; or
- (c) any person who customarily resides in the same household as the Insured Person or the Owner.

**Policy** means the Policy to which this Rider is attached.

**Policy Amount** means the amount of insurance coverage for the Insured Person under the Policy and any other Covered Rider. Policy Amount does not include the amount of insurance under any other rider(s) attached to the Policy.

**Quadriplegia** means the complete and irreversible Paralysis of both upper and lower Limbs.

**Qualifying Chronic Illness/Chronically Ill** means an illness or physical condition:

- (a) for which an Insured Person was Certified as having by a Licensed Health Care Practitioner not more than 12 months before the date of Our receipt at Our Home Office of such Certification pursuant to a claim under this Rider; and
- (b) for which an Insured Person was Certified as having by a Licensed Health Care Practitioner after such Insured Person's coverage under this Rider has been in force for 30 consecutive day; and
- (c) which Permanently affects the Insured Person so that he or she is:
  - (1) unable to perform, without Substantial Assistance from another person, at least two Activities Of Daily Living due to a loss of functional capacity; or
  - (2) requires Substantial Supervision by another person to protect him or her from threats to health and safety due to permanent Severe Cognitive Impairment; and
- (d) for which the Insured Person is under a plan of care prescribed by a Licensed Health Care Practitioner for necessary diagnostic, preventative, therapeutic, curing, treating, mitigating and rehabilitative services and for maintenance or personal care services required by a Chronically Ill person; and
- (e) which is not caused by a mental or nervous disorder (except for disorders comparable to Alzheimer's disease and similar forms of irreversible dementia), or alcoholism or drug addiction; and
- (f) which satisfies the requirements of the Filing An Accelerated Benefit Claim provision; and
- (g) which is not a Qualifying Terminal Illness.

**Qualifying Critical Illness** means any of the following illnesses or conditions - Major Heart Attack, Stroke, Coronary Artery Bypass, Invasive Cancer, End Stage Renal Failure, Major Organ Transplant, Paralysis, Coma and Severe Burn:

- (a) for which an Insured Person was Certified as having by a Physician not more than 12 months before the date of Our receipt of such Certification at Our Home Office pursuant to a claim under this Rider; and
- (b) for which an Insured Person is Diagnosed as having by a Physician after such Insured Person's coverage under this Rider has been in force for 30 consecutive days, or 90 consecutive days for Invasive Cancer; and
- (c) which satisfies the requirements of the Filing An Accelerated Benefit Claim provision; and
- (d) which is not a Qualifying Chronic Illness or Qualifying Terminal Illness.

**Qualifying Event** means a Qualifying Critical Illness, Qualifying Chronic Illness or Qualifying Terminal Illness that is Diagnosed or Certified, as the case may be, while the Policy is in force.

**Qualifying Terminal Illness** means an illness or physical condition:

- (a) for which an Insured Person is Diagnosed and Certified by a Physician as being reasonably expected to result in such Insured Person's death within 24 months from the date of Diagnosis; and
- (b) which is Diagnosed and Certified by a Physician after an Insured Person's coverage under this Rider is in force; and
- (c) which satisfies the requirements of the Filing An Accelerated Benefit Claim provision.

**Severe Burn** means the cosmetic disfigurement of body surface or area that is a full-thickness or third-degree burn covering at least 20% of the body surface.

**Severe Cognitive Impairment** means a loss or deterioration in intellectual capacity that is comparable to (and includes) Alzheimer's disease and similar forms of irreversible dementia; and is measured by clinical evidence and standardized tests that reliably measure impairment in the Insured Person's:

- (a) short-term or long-term memory;
- (b) orientation to people, places or time; and
- (c) deductive or abstract reasoning.

**Stand-by Assistance** means the physical presence of another person within arm's reach of the Chronically Ill Insured Person that is necessary to prevent, by physical intervention, injury to the Chronically Ill Insured Person while he or she is performing any one of the Activities Of Daily Living.

**Subsequent Qualifying Event(s)** means the Qualifying Event where:

- (a) We previously paid a Defined Accelerated Benefit Amount or a Flexible Accelerated Benefit Amount due to a Qualifying Event; and
- (b) No previous Qualifying Event was a Qualifying Terminal Illness; and
- (c) No previous Qualifying Event was a Qualifying Chronic Illness unless:
  - (1) the Owner completes an application and submits evidence of insurability in writing acceptable to Us to re-establish Qualifying Chronic Illness as a Qualifying Event under this Rider; and
  - (2) We, by endorsement of the Policy after consideration of such application and evidence of insurability, re-establish Qualifying Chronic Illness as a Qualifying Event under this Rider

A Qualifying Event is not a Subsequent Qualifying Event if:

- (a) as to the Qualifying Critical Illness or the Qualifying Chronic Illness comprising the Qualifying Event, the Diagnosis of such Qualifying Critical Illness or the Certification of such Qualifying Chronic Illness occurs 90 days or less from the date of Diagnosis or Certification of any prior Qualifying Event; or
- (b) it is Medically-Related to any prior Qualifying Event.

**Substantial Assistance** means Hands-on Assistance or Stand-by Assistance.

**Substantial Supervision** means continual supervision (which may include cueing by verbal prompting, gestures or other demonstrations) by another person that is necessary to protect the Insured Person from threats to his or her health or safety (including, but not limited to, such threats as may result from wandering).

**Stroke** means a cerebrovascular incident caused by infarction of brain tissue, cerebral hemorrhage, thrombosis or embolization from an extra-cranial source lasting more than 24 hours and producing measurable neurological deficit that persists for at least 30 consecutive days following the occurrence of the Stroke. Stroke does NOT include Transient Ischemic Attacks (TIAs), Vertebro-basilar insufficiency or incidental findings on imaging studies.

The Diagnosis of Stroke must be made by a neurologist based on documented neurological deficits and confirmatory neuroimaging studies.

**Transient Ischemic Attack (TIA)** means a neurological condition or event having the signs and symptoms of Stroke, which passes within a short time with no residual signs, symptoms, deficits or abnormalities that are revealed or shown on neuroimaging studies.

**We, Our or Us** means American General Life and Accident Insurance Company.

**You or Your** means the Owner of this Rider.

#### **PAYMENT UPON ACCELERATION DUE TO QUALIFYING EVENT**

We will, if an Insured Person experiences a Qualifying Event or a Subsequent Qualifying Event under this Rider, pay all Defined Accelerated Benefit Amounts shown in the Policy Schedule, if any, and any Flexible Accelerated Benefit Amount payable.

The sum of all Defined Accelerated Benefit Amounts, if any, will be reduced by:

- (a) an administrative charge not to exceed the Maximum Administrative Charge per Qualifying Event shown on the Policy Schedule; and
- (b) payment of any unpaid but due Policy premiums up to the Accelerated Benefit Payment Date; and
- (c) payment of a pro rata amount of any policy loans.

Subject to the conditions described in this Rider, We will pay to the Owner, as a lump sum, all Defined Accelerated Benefit Amounts, if any, as of the Accelerated Benefit Payment Date after You file a claim for Defined Accelerated Benefit Amounts for an Insured Person under this Rider.

We will determine the Flexible Accelerated Benefit Amount as of the Accelerated Benefit Payment Date, after You file a claim for a Flexible Accelerated Benefit for an Insured Person under this Rider.

The Flexible Accelerated Benefit Amount will be equal to the Flexible Accelerated Benefit reduced by the following deductions to the extent not already deducted from a Defined Accelerated Benefit Amount paid on account of the same Qualifying Event or Subsequent Qualifying Event:

- (a) an administrative charge not to exceed the Maximum Administrative Charge per Qualifying Event shown on the Policy Schedule; and
- (b) payment of any unpaid but due Policy premiums up to the Accelerated Benefit Payment Date; and
- (c) payment of a pro rata amount of any policy loans.

As a result of these deductions and the actuarial discount discussed in the definition of Flexible Accelerated Benefit, the Flexible Accelerated Benefit Amount will in all cases be less than the Elected Death Benefit, and may be substantially less.

#### **ELECTED DEATH BENEFIT LIMITATIONS**

The Elected Death Benefit on any given Accelerated Benefit Payment Date must NOT:

- (a) exceed the Maximum Elected Death Benefit shown on the Policy Schedule; or
- (b) reduce the Policy Amount below the minimum amount under Our then-current rules.

## **POLICY ADJUSTMENTS ON AN ACCELERATED BENEFIT PAYMENT DATE**

Upon payment of any Defined Accelerated Benefit Amount or any Flexible Accelerated Benefit Amount for an Insured Person on a given Accelerated Benefit Payment Date, the following adjustments will be made:

- (a) the Face Amount or Specified Amount, as the case may be, and the Accelerated Coverage Amount as to each affected Coverage Segment under the Policy or any Covered Riders will be reduced by Defined Accelerated Benefit Amounts and by the Elected Death Benefit;
- (b) the Defined Accelerated Benefit Percentage relating to a particular Coverage Segment will be multiplied by the Subsequent Defined Accelerated Benefit Factor shown on the Policy Schedule, and the product thereof will become the new Defined Accelerated Benefit Percentage, and the Subsequent Defined Accelerated Benefit Factor will be reset to 1.0;
- (c) each Defined Accelerated Benefit as to an affected Coverage Segment will be recalculated; and
- (d) the Maximum Elected Death Benefit as to each affected Coverage Segment will be recalculated;
- (e) if applicable, the Surrender Charges, Accumulation Value, Cash Surrender Value, cash value, and any Policy loans will be reduced in the same proportion as the Insured Person's Policy Amount; and
- (f) the future premiums and charges for the Insured Person's life insurance under an affected Coverage Segment under the Policy and any Covered Riders will be set as if such Coverage Segment had been originally issued at the reduced amount.

## **ADJUSTMENTS DUE TO CERTAIN TRANSACTIONS**

The benefits provided under this Rider will not be affected by an increase in the Insured Person's life insurance coverage under the Policy or covered Rider.

If you reduce an Insured Person's life insurance coverage under the Policy or Covered Rider (except pursuant to a claim under an accelerated benefit rider attached to the Policy), and if the sum of the Insured Person's accelerated benefit coverage amounts under this Rider and all other accelerated benefit riders at-

tached to the Policy would immediately exceed the Insured Person's life insurance coverage under the Policy or Covered Rider, then the Insured Person's Accelerated Coverage Amount under this Rider will be reduced.

We will provide you with written notice if an Insured Person's coverage under this rider must be reduced due to a requested reduction of life insurance coverage. You may then, in writing, notify us of the amount of accelerated benefit coverage that you want to remain in force for such Insured Person under this Rider. Such written notification, if given by You, must be received by Us at Our Home Office before the effective date of the reduction in the Insured Person's life insurance coverage. You may select the Insured Person's coverage amount that will remain in force under this Rider subject to the following conditions:

- (a) the sum of the Insured Person's Accelerated Coverage Amounts under this Rider and coverage amounts under all other accelerated benefit riders attached to the Policy must not exceed the Insured Person's new life insurance coverage amount in force following the reduction; and
- (b) the Insured Person's new Defined Accelerated Benefit Amount under this Rider, if any, must not be greater than the Defined Accelerated Benefit Amount in effect prior to the reduction, multiplied by the ratio of the Insured Person's new Accelerated Coverage Amount to the Accelerated Coverage Amount prior to the reduction; and
- (c) the Specified Amount or Face Amount, as the case may be, may not be below the minimum amount under Our then-current rules.

In the event that We do not receive a response from You prior to the effective date of the reduction in the Insured Person's life insurance coverage, the Insured Person's Accelerated Coverage Amounts under this Rider and coverage amounts under all other accelerated benefit riders attached to the Policy will be reduced in the same proportion as the amount by which the sum of the Insured Person's accelerated benefit coverage amounts must be reduced so that this sum does not exceed the Insured Person's life insurance coverage amount following the reduction.

### **FILING AN ACCELERATED BENEFIT CLAIM**

To begin the claim process under this Rider, You must provide all the following items:

- (a) a completed claim form acceptable to Us, as applicable; and ;
- (b) any authorization required by Us to obtain information or documentation from a third party; and
- (c) Certification of a Qualifying Chronic Illness by a Licensed Health Care Practitioner, Certification of a Critical Illness by a Physician or Certification of a Qualifying Terminal Illness by a Physician; and
- (d) proof satisfactory to Us including, but not limited to, a written definitive Diagnosis and Certification of an Insured Person's Qualifying Critical Illness or Qualifying Terminal Illness signed by a Physician, or written definitive Certification of an Insured Person's Qualifying Chronic Illness signed by a Licensed Health Care Practitioner, based upon the use of evaluations, clinical and/or laboratory investigations, tests and observations that follow recommended and accepted medical or social work practices, as applicable, and complete records of the Insured Person's medical history, Diagnoses and treatments; and
- (e) the written consent, on a form provided by Us, of any irrevocable Beneficiary, assignee or other required party to Your claim for a Defined Accelerated Benefit, if any, or Flexible Accelerated Benefit under this Rider.

We will provide You with the necessary claim form within 15 days of Your request for acceleration. If this form is not sent to You within 15 days, You will have met the claim requirements by providing Us a written statement of the nature of the Qualifying Event, a Certification of the Qualifying Event and a description of any benefit claimed.

Prior to or concurrent with Your claim for an accelerated benefit, We will provide You, and any irrevocable beneficiary, a statement demonstrating the effect of payment of an accelerated benefit amount on the cash value, death benefit, premium or cost of insurance and any policy loan under this Policy.

We have the right to require, and will pay for, an examination of the Insured Person by a Physician or Licensed Health Care Practitioner of Our choice, as applicable, and to acquire a second opinion from another Physician or Licensed Health Care Practitioner. In case of conflicting opinions, We have the right to require, and will pay for, a third opinion from another Physician or Licensed Health Care Practitioner, as applicable, mutually acceptable to You and Us, which shall be determinative of the Certification of a Qualifying Critical Illness, Qualifying Chronic Illness or Qualifying Terminal Illness.

### **PAYMENT OF AN ACCELERATED BENEFIT**

Any benefit under this Rider will be paid to You or Your estate while the Insured Person is living, unless the benefit has been otherwise assigned or designated by You.

If, after You have filed a claim pursuant to this Rider, We determine that the conditions for payment of a Defined Accelerated Benefit have been met, We will pay such benefit after receipt of proof satisfactory to Us.

If, after You have filed a claim pursuant to this Rider, We determine that the conditions for payment of a Flexible Accelerated Benefit have been met, We will notify You of the Flexible Accelerated Benefit Amount, if any, and will send You an election form. To elect a Flexible Accelerated Benefit Amount, You must complete the election form and return it to Us within 60 days of receipt.

Your claim for a Defined Accelerated Benefit and Your election of a Flexible Accelerated Benefit will automatically be voided, and no Defined Accelerated Benefit Amount or Flexible Accelerated Benefit Amount will be payable if the Insured Person dies before We pay such Defined Accelerated Benefit Amount or Flexible Accelerated Benefit Amount. In such a situation, the Death Benefit or Death Benefit Proceeds, as the case may be, will be payable pursuant to the terms of the Policy. For purposes of this provision, such payment shall be deemed to have occurred if We have placed a check containing Benefits in the U.S. mail, placed a check containing Benefits in the hands of a recognized overnight delivery service for delivery or established a retained asset account at the Owner's direction.

**NOTICE**

You are not eligible to claim a Defined Accelerated Benefit or to elect a Flexible Accelerated Benefit under this Rider if:

- (a) You are required by law to use this Rider to meet the claims of creditors, whether in bankruptcy or otherwise;
- (b) You are required by a government agency to use this Rider to apply for, obtain or keep a government benefit or entitlement;
- (c) You are required by a court order to maintain such Insured Person's life insurance coverage under this Policy and any covered riders for another person's benefit;
- (d) any Qualifying Chronic Illness, any Qualifying Critical Illness or any Qualifying Terminal Illness results directly from the Insured Person's self-inflicted injury or attempted suicide, while sane or insane; or
- (e) the consent of any irrevocable Beneficiary, assignee or other required party to Your election of an Accelerated Benefit has not been obtained; or
- (f) receipt of such benefit would cause the Policy to fail to qualify as life insurance under applicable tax laws.

**PREMIUMS OR COST OF INSURANCE**

The premium or Monthly Cost of Insurance for this Rider is shown on the Policy Schedule. Premiums for this Rider are payable in addition to and under the same conditions as premiums for the Policy. If Monthly Deductions are assessed to provide for the Insured Person's coverage under riders, the Monthly Cost of Insurance for this Rider will be included in the Monthly Deduction while this Rider is in force. The Monthly Cost of Insurance rate used to calculate the Monthly Cost of Insurance under this Rider depends on the Insured Person's age, gender, and premium class. We calculate the Monthly Cost of Insurance for each Insured Person's coverage under this Rider at the beginning of each Policy Month on the Deduction Day based on such Insured Person's Defined Accelerated Benefit Coverage Amount under this Rider and Amount at Risk under the Policy or Covered Rider on such

date. In no event will the Monthly Cost of Insurance for an Insured Person's coverage under the Rider exceed the amount shown on the Policy Schedule.

**CONVERSION**

If the plan of insurance for the Insured Person's life insurance coverage under the Policy is a term life insurance policy or term life insurance rider and if all or a portion of the Insured Person's life insurance coverage is converted prior to the Rider Conversion Expiry Date shown on the Policy Schedule, the New Policy may include this Rider subject to the following conditions:

- (a) This Rider must then be available under the plan of insurance for the New Policy; and
- (b) You must apply for such Rider to be attached to the New Policy.

You may select the Accelerated Coverage Amount under the New Policy. The Accelerated Coverage Amount under the New Policy may not exceed the lesser of:

- (a) The converted life insurance coverage amount;
- (b) The Accelerated Coverage Amount under this Policy immediately prior to conversion; and
- (c) The maximum Accelerated Coverage Amount available under the New Policy based on the coverage limits in effect at the time of conversion.

The Accelerated Coverage Amount under this Policy will be reduced to reflect the Accelerated Coverage Amount you have selected for the New Policy.

The Accelerated Coverage Amount under the New Policy will be issued with the same age, premium class, and effective date as the Accelerated Coverage Amount that is converted from this Policy. The Defined Accelerated Benefit Percentage and Subsequent Defined Accelerated Benefit Factor on the date the rider is issued on the New Policy will be set to the Defined Accelerated Benefit Percentage and Subsequent Defined Accelerated Benefit Factor in effect under this Policy immediately prior to conversion, and the Defined Accelerated Benefit Amount and Maximum Elect- ed Death Benefit will be calculated accordingly.

#### **WAIVER OF RIDER'S MONTHLY DEDUCTION BENEFIT**

If the Policy Schedule does not show the Waiver of Monthly Deduction Rider, You do not have the Waiver of Rider's Monthly Deduction Benefit; therefore, it is not applicable.

If the Monthly Deduction under the Policy is waived for Total Disability of the Insured under a Waiver of Monthly Deduction Rider attached to the Policy, the Monthly Deduction for this Rider due at the same time will also be waived.

If this Rider and the Waiver of Monthly Deduction Rider are both in force on a given monthly Deduction Day, the cost of insurance for the Waiver of Monthly Deduction Rider will be increased to include Waiver of Monthly Deduction coverage for this Rider. The amount of such increase on a given monthly Deduction Day will be equal to the cost of insurance due for Waiver of Monthly Deduction coverage for the Policy, multiplied by the ratio of the Monthly Deduction for this Rider to the Monthly Deduction for the Policy on such date.

#### **MISSTATEMENT OF AGE, GENDER OR NON-USE OF TOBACCO AND/OR NICOTINE**

Notwithstanding any other provision in the Policy or in a rider thereto, if We determine, with respect to an Insured Person, that:

- (a) the Policy or a Covered Rider was issued in a Premium Class based upon a representation in the application of the Insured Person's age, gender, or non-use of tobacco and/or nicotine; and
- (b) the Insured Person's representation in his or her application for coverage regarding his or her age, gender, or non-use of tobacco and/or nicotine was incorrect; and
- (c) a corrected Premium Class should be applied to such Insured Person,

We may, using a corrected Premium Class,

- (a) adjust the Policy's premium or monthly deduction for the Policy, including all riders thereto, to reflect the application of the corrected Premium Class, and
- (b) adjust the Face Amount or Specified Amount of an Insured Person's coverage under the Policy or a Covered Rider to the Face Amount or Specified Amount that would have been purchased by the monthly deduction just prior to the Insured Person's death or by the most-recently charged monthly deduction if the Insured Person is not dead.

We may also adjust all Accelerated Coverage Amount and Defined Accelerated Benefits under a rider attached to the Policy to reflect the application of the corrected Premium Class and the adjustment of a Face Amount or Specified Amount as described above.

With respect to an incorrect representation in the Insured Person's application for coverage regarding non-use of tobacco and/or nicotine, We may exercise Our rights described only within the first two years from the date of issue.

#### **INCONTESTABILITY**

After an Insured Person's insurance under this Rider has been in force during the lifetime of the Insured Person for two years from the Effective Date of such Insured Person's insurance under this Rider or from the date of the last reinstatement of such insurance, whichever occurs last, We will not contest the Insured Person's insurance under this Rider, except We may contest the Insured Person's insurance under this Rider for any claim for a Qualifying Event that was Certified or Diagnosed before the end of such two-year period.

#### **REINSTATEMENT**

If the Policy and this Rider are terminated, and the Policy is reinstated, then this Rider will also be reinstated, subject to submission of evidence of insurability satisfactory to Us.

**TERMINATION**

Coverage for an Insured Person under this Rider will terminate on the earliest of:

- (a) the date on which there is no longer, as to such Insured Person, any Accelerated Coverage Amount available for acceleration under this Rider; or
- (b) except as otherwise provided by this Rider, the date on which such Insured Person's life insurance coverage under the Policy and any Covered Riders terminates; or
- (c) any date requested by You in writing; or
- (d) the date this Rider terminates.

This Rider will terminate on the earliest of:

- (a) the date on which there is no longer, as to any Insured Person, any Accelerated Coverage Amount available for acceleration under this Rider; or
- (b) except as otherwise provided by this Rider, the date the Policy terminates; or

- (c) the end of the Grace Period, or
- (d) any date requested by You in writing; or
- (e) the date You elect a nonforfeiture option under the Policy; or
- (f) the date on which the last surviving Insured Person dies; or
- (g) the Rider Termination Date shown on the Policy Schedule.

Termination of this Rider will not exclude the payment of benefits for any Qualifying Event that occurred while this Rider was in force.

**GENERAL**

This Rider is a part of the Policy to which it is attached. The Benefits provided by this Rider are subject to all the provisions and requirements of this Rider and the Policy. This Rider's provisions apply in lieu of any Policy provisions to the contrary. This Rider has no cash or loan value.

**AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY**



SECRETARY

Date:  
Policy Number:  
Claim Number:  
Owner:  
Irrevocable Beneficiary:  
Insured Person:

### ILLUSTRATION OF ACCELERATED DEATH BENEFIT

Accelerated benefit means the payment, during the Insured Person's lifetime, of a portion of the Insured Person's death benefit under the policy. An Accelerated Benefit Rider provides that the Owner may receive an accelerated benefit if the Insured Person experiences a covered qualifying event, subject to the provisions of the rider.

The benefit payable under an Accelerated Benefit rider is determined by Us as of each benefit payment date. The benefit paid is equal to the portion of the death benefit that the Owner elects to accelerate, subject to the following deductions:

- (a) if applicable, the actuarial discount applicable to the elected death benefit;
- (b) an administrative charge;
- (c) payment of any unpaid but due policy premiums; and
- (d) if applicable, payment of a pro rata amount of any policy loans.

The benefit paid will never be less than the cash surrender value, if any, which corresponds to the portion of the death benefit that the Owner elects to accelerate.

The following adjustments are made upon payment of an accelerated benefit for an Insured Person:

- (a) the Insured Person's death benefit under the policy is reduced by the portion of the Insured Person's death benefit the Owner accelerates;
- (b) the face amount or specified amount of the Insured Person's life insurance coverage under the policy is reduced in the same proportion as the reduction in the Insured Person's death benefit;
- (c) if applicable, the accumulation value, cash surrender value, cash value, and any policy loan are reduced in the same proportion as the reduction in the Insured Person's death benefit; and
- (d) the premium and charges for the Insured Person's life insurance coverage under the policy are set as if such coverage had been originally issued at the reduced coverage amount.

See Your Policy for additional information.

If coverage for the Insured under the policy terminates due to acceleration, coverage on an Additional Insured will terminate, subject to any available conversion rights.

**We are furnishing this illustration to assist you, the Owner, in making an informed decision regarding acceleration of a portion of the Insured Person's death benefit under the policy. This illustration shows an example of how the benefit amount is calculated and the effect that payment of this amount will have on your contract values.**

#### **IMPORTANT NOTICES:**

**Receipt of a benefit under an Accelerated Benefit Rider will reduce any death benefit that may become payable under the policy to which the rider is attached.**

**Receipt of accelerated benefits may adversely affect the recipient's eligibility for Medicaid or other government benefits or entitlements. In addition, benefits paid under an Accelerated Benefit Rider may cause the Owner to incur a tax obligation. Neither the company nor its agents are authorized to offer you tax advice. You should consult your accountant, attorney or other qualified tax accountant to assess the impact of the benefit.**

**Date:**  
**Policy:**  
**Claim Number:**  
**Owner:**  
**Irrevocable Beneficiary:**  
**Insured Person:**

The example shown below is based on the following assumptions:

- (a) 100% of the Defined Accelerated Benefit is paid, no Elected Death Benefit is accelerated.
- (b) The benefit payment date is \_\_\_\_\_.
- (c) The interest rate used in calculating the actuarial discount applicable to the Elected Death Benefit is: \_\_\_\_\_.

**Example 1:**

| <b>Contract Values Before Payment of Accelerated Benefit*</b> |  |
|---|--|
| Specified Amount/Face Amount                                  |  |
| Death Benefit   |  |
| Accumulation Value, if applicable                             |  |
| Policy Loan Balance   |  |
| Cash Surrender Value  |  |
| Monthly Guarantee Premium/Premium                             |  |
| Accelerated Coverage Amount                                   |  |
| Defined Accelerated Benefit                                   |  |
| Maximum Elected Death Benefit                                 |  |

| <b>Calculation of Accelerated Benefit Amount*</b>   |  |
|---|--|
| (A) Defined Accelerated Benefit   |  |
| (B) Elected Death Benefit   |  |
| (C) Actuarial Discount Applicable to the Elected Death Benefit                                  |  |
| (D) Administrative charge   |  |
| (E) Unpaid but due policy premium   |  |
| (F) Pro rata repayment of policy loan   |  |
| Accelerated benefit amount is equal to:<br>(A) plus (B) minus (C) minus (D) minus (E) minus (F) |  |

| <b>Contract Values After Payment of Accelerated Benefit*</b> |  |
|--|--|
| Specified Amount/Face Amount                                 |  |
| Death Benefit  |  |
| Accumulation Value, if applicable                            |  |
| Policy Loan Balance  |  |
| Cash Surrender Value   |  |
| Monthly Guarantee Premium/Premium                            |  |
| Accelerated Coverage Amount                                  |  |
| Defined Accelerated Benefit                                  |  |
| Maximum Elected Death Benefit                                |  |

\*The values shown in this illustration are based on the discount factors and policy values in effect on the date shown above. These factors and values may change prior to payment of an accelerated benefit. The discount factors and policy values used in calculating the actual amount payable will be those that are in effect on the date the benefit is paid.

**Date:**  
**Policy Number:**  
**Claim Number:**  
**Owner:**  
**Irrevocable Beneficiary:**  
**Insured Person:**

The example shown below is based on the following assumptions:

- (a) 100% of the Defined Accelerated Benefit is paid; 50% of Elected Death Benefit is accelerated.
- (b) The benefit payment date is \_\_\_\_\_
- (c) The interest rate used in calculating the actuarial discount applicable to the Elected Death Benefit is \_\_\_\_\_

**Example 2:**

| <b>Contract Values Before Payment of Accelerated Benefit*</b> |  |
|---|--|
| Specified Amount/Face Amount                                  |  |
| Death Benefit   |  |
| Accumulation Value, if applicable                             |  |
| Policy Loan Balance   |  |
| Cash Surrender Value  |  |
| Monthly Guarantee Premium/Premium                             |  |
| Accelerated Coverage Amount                                   |  |
| Defined Accelerated Benefit                                   |  |
| Maximum Elected Death Benefit                                 |  |

| <b>Calculation of Accelerated Benefit Amount*</b>   |  |
|---|--|
| (A) Defined Accelerated Benefit   |  |
| (B) Elected Death Benefit   |  |
| (C) Actuarial Discount Applicable to the Elected Death Benefit                                  |  |
| (D) Administrative charge   |  |
| (E) Unpaid but due policy premium   |  |
| (F) Pro rata repayment of policy loan   |  |
| Accelerated benefit amount is equal to:<br>(A) plus (B) minus (C) minus (D) minus (E) minus (F) |  |

| <b>Contract Values After Payment of Accelerated Benefit*</b> |  |
|--|--|
| Specified Amount/Face Amount                                 |  |
| Death Benefit  |  |
| Accumulation Value, if applicable                            |  |
| Policy Loan Balance  |  |
| Cash Surrender Value   |  |
| Monthly Guarantee Premium/Premium                            |  |
| Accelerated Coverage Amount                                  |  |
| Defined Accelerated Benefit                                  |  |
| Maximum Elected Death Benefit                                |  |

\*The values shown in this illustration are based on the discount factors and policy values in effect on the date shown above. These factors and values may change prior to payment of an accelerated benefit. The discount factors and policy values used in calculating actual amount payable will be those that are in effect on the date the benefit is paid.

**Date:**  
**Policy:**  
**Claim Number:**  
**Owner:**  
**Irrevocable Beneficiary:**  
**Insured Person:**

The examples shown below is based on the following assumptions:

- (a) 100% of the Defined Accelerated Benefit is paid.
- (b) The benefit payment date is \_\_\_\_\_.
- (c) The interest rate used in calculating the actuarial discount applicable to the Elected Death Benefit is: \_\_\_\_\_.

**Example 3:**

| <b>Contract Values Before Payment of Accelerated Benefit*</b> |  |
|---|--|
| <b>Specified Amount/Face Amount</b>                           |  |
| <b>Death Benefit</b>  |  |
| <b>Accumulation Value, if applicable</b>                      |  |
| <b>Policy Loan Balance</b>                                    |  |
| <b>Cash Surrender Value</b>                                   |  |
| <b>Monthly Guarantee Premium/Premium</b>                      |  |
| <b>Accelerated Coverage Amount</b>                            |  |
| <b>Defined Accelerated Benefit</b>                            |  |
| <b>Maximum Elected Death Benefit</b>                          |  |

| <b>Calculation of Accelerated Benefit Amount*</b>   |  |
|---|--|
| <b>(A) Defined Accelerated Benefit</b>  |  |
| <b>(B) Elected Death Benefit</b>  |  |
| <b>(C) Actuarial Discount Applicable to the Elected Death Benefit</b>                                   |  |
| <b>(D) Administrative charge</b>  |  |
| <b>(E) Unpaid but due policy premium</b>  |  |
| <b>(F) Pro rata repayment of policy loan</b>  |  |
| <b>Accelerated benefit amount is equal to:<br/>(A) plus (B) minus (C) minus (D) minus (E) minus (F)</b> |  |

| <b>Contract Values After Payment of Accelerated Benefit*</b> |  |
|--|--|
| <b>Specified Amount/Face Amount</b>                          |  |
| <b>Death Benefit</b>   |  |
| <b>Accumulation Value, if applicable</b>                     |  |
| <b>Policy Loan Balance</b>                                   |  |
| <b>Cash Surrender Value</b>                                  |  |
| <b>Monthly Guarantee Premium/Premium</b>                     |  |
| <b>Accelerated Coverage Amount</b>                           |  |
| <b>Defined Accelerated Benefit</b>                           |  |
| <b>Maximum Elected Death Benefit</b>                         |  |

\*The values shown in this illustration are based on the discount factors and policy values in effect on the date shown above. These factors and values may change prior to payment of an accelerated benefit. The discount factors and policy values used in calculating the actual amount payable will be those that are in effect on the date the benefit is paid.

## ENDORSEMENT

**[Insured]:** [John Doe]

**Policy Number:** [123456789]

**Maximum Acceleratable Coverage:** [\$750,000]

This Endorsement is made a part of the Policy to which it is attached.

**Maximum Acceleratable Coverage** means the portion of the Face Amount or the Specified Amount, as the case may be, that You are potentially able to accelerate under one or more accelerated benefit riders attached to this Policy. See the Policy Schedule for all accelerated benefit riders attached to Your Policy.

Except as otherwise limited by operation of any other provisions of this or any other policy, You may reduce the accelerated life insurance amount of any accelerated benefit rider as to any Insured Person under this Policy and create within another life insurance policy on the life of such Insured Persons, issued by Us and owned by You, a new accelerated benefit rider made available by Us having the same accelerated life insurance amount and Effective Date.

In addition, except as otherwise limited by operation of any other provisions of this or any other Policy, You may reduce the accelerated life insurance amount of any accelerated benefit rider as to any Insured Person under another life insurance policy issued by Us and owned by You and create within the Policy a new accelerated benefit rider made available by Us for such Insured Person having the same accelerated life insurance amount and Effective Date.

In no case may the amount of life insurance that may be accelerated exceed the Maximum Acceleratable Coverage.

The Effective Date of this Endorsement is [xxxxxxxx xx, xxxx].

**AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY**



SECRETARY

SERFF Tracking Number: AGLA-126835966 State: Arkansas  
 Filing Company: American General Life and Accident Insurance State Tracking Number: 46958  
 Company  
 Company Tracking Number: AGLA ABR, ETAL  
 TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
 Product Name: AGLA ABR Accelerated Benefit Rider, etal  
 Project Name/Number: AGLA ABR Accelerated Benefit Rider, etal/AGLA ABR, etal

## Supporting Document Schedules

**Item Status:** **Status Date:**

**Satisfied - Item:** Flesch Certification

**Comments:**

**Attachments:**

87-1.pdf  
 AGLA120Z49 REV0807.pdf  
 ARCERT2.pdf  
 ARCert5.pdf

**Item Status:** **Status Date:**

**Satisfied - Item:** Application

**Comments:**

The application that will be used to apply for this rider is AGLA1000-AR (0510), previously approved by your department on 8/24/10 under SERFF Tracking No. AGLA-126780757.

**Item Status:** **Status Date:**

**Satisfied - Item:** Statements of Variability

**Comments:**

**Attachments:**

Statement of Variability for AGLA ABR.pdf  
 Statement of Variability for AGLA 10-17.pdf

**Item Status:** **Status Date:**

**Satisfied - Item:** Policy Schedules w/rider  
 information for Whole Life, Term  
 and Universal Life

**Comments:**

**Attachments:**



**AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY**  
A Member Company of American International Group, Inc.  
American General Center • Nashville, Tennessee 37250-0001  
(615) 749-1523

Service for the attached policy will be provided by:

The Arkansas Department of Insurance has requested we provide you with the addresses and telephone numbers, as follow:

Customer Services  
American General Life and Accident Insurance Company  
American General Center - 305N  
Nashville, Tennessee 37250  
PH: 1-800-888-2452

State of Arkansas  
Department of Insurance  
1200 West Third Street  
Little Rock, AR 72201-1904  
PH: 1-800-852-5494

## **LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT**

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well-managed and financially stable.

### **DISCLAIMER**

**The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.**

**Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.**

**Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.**

**The Arkansas Life and Health Insurance Guaranty Association  
c/o The Liquidation Division  
1023 West Capitol  
Little Rock, Arkansas 72201**

**Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904**

(please turn to back of page)

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

## **COVERAGE**

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

## **EXCLUSIONS FROM COVERAGE**

However, persons owning such policies are **NOT** protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does **NOT** provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals).
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

## LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

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### **American General Life and Accident Insurance Company**

*A member company of American International Group, Inc.*  
American General Center • Nashville, Tennessee 37250-0001





American General Life and Accident Insurance Company

AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY

ARKANSAS CERTIFICATION

Subject: AGLA ABR Accelerated Death Benefit Rider  
AGLA ILL Illustration of Accelerated Death Benefit  
AGLA 10-17 Endorsement

This is to certify that, to the best of my knowledge and belief, the above forms comply with the requirements of Ark. Stat. Ann. 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

*Grace D. Harvey*

Grace D. Harvey, ASA, MAAA  
Vice President and Actuary

DATE: September 29, 2010



American General Life and Accident Insurance Company

AMERICAN GENERAL LIFE AND ACCIDENT INSURANCE COMPANY

ARKANSAS CERTIFICATION

Subject: AGLA ABR Accelerated Death Benefit Rider  
AGLA ILL Illustration of Accelerated Death Benefit  
AGLA 10-17 Endorsement

This is to certify that the above forms, to the best of my knowledge and belief, meet the provision of Arkansas Rule and Regulation 19 as well as all applicable requirements of the State of Arkansas Department of Insurance.

*Grace D. Harvey*

Grace D. Harvey, ASA, MAAA  
Vice President and Actuary

DATE: September 29, 2010

**Statement of Variability for description of Accelerated Death Benefit Rider AGLA ABR  
on Policy Schedule**

| <b>Variable Field</b>               | <b>Possible Values</b>  |
|-------------------------------------|---|
| <b>For Universal Life Only</b>      |   |
| Years Payable [86]                  | This field must be variable to reflect the number of years the monthly cost of insurance is due for the rider. This value is equal to 121 minus the age of the Insured or Additional Insured on the date of issue of the rider. |
| Monthly Cost of Insurance [\$81.86] | This field must be variable to reflect the monthly cost of insurance this is due for the rider. The factors that determine this value are gender, issue age, premium class and initial specified amount of policy.              |
| <b>For Whole Life Only</b>          |   |
| Maturity Date [05-01-2096]          | This field must be variable to reflect the date on which the rider matures. This value is set to the first rider anniversary on or next following the Insured's or Additional Insured's 121 <sup>st</sup> birthday.             |
| Annual Premium [\$1,062.00]         | The field must variable to reflect the annual premium to be paid by the policyholder for the rider coverage. The factors that determine this value are gender, issue age, premium class and face amount of policy.              |
| Years Payable [86]                  | This field must be variable to reflect the number of years the premium is payable for the rider. This value is equal to 121 minus the age of the Insured or Additional Insured on the date of issue of the rider.               |
| <b>For Term Life Only</b>           |   |
| Termination Date [05-01-2025]       | This field must be variable to reflect the date on which the Initial Term Period termination. The range of values is is 05-01-2020 to 12-31-9999.   |
| Annual Premium [\$1,062.00]         | The field must variable to reflect the annual premium to be paid by the policyholder for the rider coverage. The factors that determine this value are gender, issue age, premium class and face amount of policy.              |
| Years Payable [15 years]            | This field must be variable to reflect the number of years in the Initial Term Period. This amount is chosen by the policyholder and is fixed at issue.   |

| Variable Field   | Possible Values   |
|--|---|
| <b>For Universal, Whole and Term Life</b>                  |   |
| [Insured]  | This field must be variable to identify the Insured Person(s) covered under the rider. Possible values are Insured or Additional Insured.   |
| Name:[John Doe]  | This field must be variable to reflect the name of Insured Person(s) covered under the rider. The name is fixed at issue.   |
| Gender: [Male]   | This field must be variable to reflect the gender of the Insured Person(s). The possible values are either Male or Female. The gender is fixed at issue.  |
| Premium Class: [Standard- No Tobacco]                      | The field must be variable to reflect the premium class of the Insured Person(s). The possible values are Standard No Tobacco or Standard Tobacco.  |
| Effective Date of Insured Person's Coverage: [May 1, 2010] | The field must be variable to reflect the date the Insured Person's coverage under the Coverage Segment becomes effective.  |
| Accelerated Coverage Amount: [\$1,500,000]                 | This field must be variable to reflect the amount under the policy and any Covered Riders for the Coverage Segment that is eligible to be payable as a Defined Accelerated Benefit and/or as a Flexible Accelerated Benefit. The value for this field is determined based on a number of factors including but not limited to the insured's life insurance coverage amount and the maximum accelerated death benefit limit set by the company at the time the rider is issued. This maximum limit will initially be set at \$1,500,000 but may be changed by the company from time to time for future issues. This maximum limit will not exceed \$3,500,000. |
| Defined Accelerated Benefit Percentage: [10%]              | This field must be variable to reflect the percentage that is multiplied by the Accelerated Coverage Amount to calculate the Defined Accelerated Benefit for a Coverage Segment. Possible values are 0%-100%.   |
| Defined Accelerated Benefit: [\$150,000]                   | This field must be variable to reflect the amount under the policy and any Covered Rider for the Coverage Segment that is eligible to be payable as a Defined Accelerated Benefit. The possible value is the product of the Accelerated Coverage Amount multiplied by the Defined Accelerated Benefit Percentage.   |
| Subsequent Defined Accelerated Benefit Factor: [0.2]       | This field must be variable to reflect the factor that is multiplied by the Defined Accelerated Benefit Percentage for the Coverage Segment to calculate the Defined Accelerated Benefit payable for a Subsequent Qualifying Event. The possible values are 0.1 to 1.0.   |

| Variable Field   | Possible Values  |
|--|--|
| <b>For Universal, Whole and Term Life (continued)</b>        |  |
| Maximum Elected Death Benefit: [\$1,350,000]                 | This field must be variable to reflect the Accelerated Coverage Amount available for acceleration as a Flexible Accelerated Benefit Amount. This value is the amount remaining when the Defined Accelerated Benefit is subtracted from the Accelerated Coverage Amount.        |
| Maximum Administrative Charge per Qualifying Event: [\$250]  | This field is variable to reflect the maximum administrative charge that can be deducted from the Defined Accelerated Benefit Amount(s) and/or Flexible Accelerated Benefit for a Qualifying Event or Subsequent Qualifying Event. The possible value range is \$100 to \$500. |
| <b>For Universal and Whole Life Only</b>                     |  |
| Rider Termination Date: [05-01-2096]                         | This field must be variable to reflect the date the rider ceases to be in force. This value is the policy's maturity date.   |
| <b>For Term Life Only</b>                                    |  |
| Rider Conversion Expiry Date: [05-01-2015]                   | The field must be variable to reflect the termination date of the rider conversion option. The possible value range is 1 – 35 years after the Effective Date of the Insured Person's Coverage under the rider.   |
| Rider Termination Date for Initial Term Period: [05-01-2025] | This field must be variable to reflect the termination date of the Initial Term Period for the rider. This value is the same as the termination date of the initial term period of the term policy to which the rider is attached.   |

**Statement of Variability for Endorsement AGLA 10-17**

| <b>Variable Field</b>                       | <b>Possible Values</b>   |
|---|--|
| [Insured]                                   | This field must be variable to identify the Insured Person to whom the endorsement applies. Possible values are Insured or Additional Insured  |
| [John Doe]                                  | This field must be variable to reflect the name of the Insured Person to whom the endorsement applies. The name is fixed at issue.   |
| Policy Number: [123456789]                  | This field must be variable to reflect the number of the policy to which the endorsement is attached. The policy number is fixed at issue.   |
| Maximum Acceleratable Coverage: [\$750,000] | This field must be variable to reflect the current amount of coverage that is eligible for acceleration under the policy. The minimum value for this field is \$0.00. The maximum value will initially be set at \$1,500,000. The maximum value may be changed by the company from time to time for future issues but it will never exceed \$3,500,000.00. |

## POLICY SCHEDULE

### Benefits and Premiums

| <b>BASIC POLICY</b>  | <b>Amount</b> | <b>Maturity Date</b> | <b>Annual Premium</b> | <b>Premiums Payable</b> |
|----------------------|---------------|----------------------|-----------------------|-------------------------|
| Whole Life Insurance | \$2,000,000   | 05-01-2096           | \$23,368.00           | 86 Years                |

### ADDITIONAL BENEFITS provided by Riders

Accelerated Benefit covering the following Insured Persons:

[Insured]

Name: [John Doe]

See Rider

[05-01-2096]

[\$1,062.00]

[86 Years]

Age: [35] Gender: [Male]

Premium Class: [Standard - No Tobacco]

Effective Date of Insured Person's Coverage:

[May 1, 2010]

Accelerated Coverage Amount: [\$1,500,000]

Defined Accelerated Benefit Percentage: [10%]

Defined Accelerated Benefit: [\$150,000]

Subsequent Defined Accelerated Benefit Factor: [0.2]

Maximum Elected Death Benefit: [\$1,350,000]

Maximum Administrative Charge per Qualifying Event: [\$250]

Rider Termination Date [05-01-2096]

**Total Annual Premium:**

\$24,430.00

# POLICY SCHEDULE

(Continued)

## Table of Policy Values

The values and periods shown are for the Face Amount of this Policy, based on the Age and Gender of the Insured on the Date of Issue. The net single premiums and Cash Values referred to in this Policy are based on the Mortality Tables shown below. The interest rate used to compute the guaranteed value is shown below. The values in the table below assume that death occurs at the end of the Policy Year.

| End of<br>Policy<br>Year | Cash<br>Value | Reduced<br>Paid-Up<br>Insurance | Extended<br>Term Ins.<br>Years | Days | End of<br>Policy<br>Year | Cash<br>Value | Reduced<br>Paid-Up<br>Insurance | Extended<br>Term Ins.<br>Years | Days |
|--------------------------|---------------|---------------------------------|--------------------------------|------|--------------------------|---------------|---------------------------------|--------------------------------|------|
| 1                        | \$ 0.00       | \$ 0.00                         | 0                              | 0    | 13                       | \$220,400.00  | \$ 838,440.00                   | 21                             | 261  |
| 2                        | 0.00          | 0.00                            | 0                              | 0    | 14                       | 245,920.00    | 899,380.00                      | 22                             | 41   |
| 3                        | 7,880.00      | 45,000.00                       | 2                              | 241  | 15                       | 272,420.00    | 957,840.00                      | 22                             | 146  |
| 4                        | 25,940.00     | 142,280.00                      | 7                              | 130  | 16                       | 299,860.00    | 1,013,820.00                    | 22                             | 216  |
| 5                        | 44,740.00     | 235,360.00                      | 11                             | 2    | 17                       | 328,200.00    | 1,067,260.00                    | 22                             | 258  |
| 6                        | 64,260.00     | 324,220.00                      | 13                             | 325  | 18                       | 357,300.00    | 1,118,080.00                    | 22                             | 276  |
| 7                        | 84,500.00     | 409,000.00                      | 15                             | 355  | 19                       | 387,160.00    | 1,166,380.00                    | 22                             | 273  |
| 8                        | 105,420.00    | 489,760.00                      | 17                             | 231  | 20                       | 417,660.00    | 1,212,120.00                    | 22                             | 249  |
| 9                        | 127,020.00    | 566,540.00                      | 18                             | 331  | Age 60                   | 580,220.00    | 1,408,640.00                    | 21                             | 244  |
| 10                       | 149,260.00    | 639,500.00                      | 19                             | 313  | Age 62                   | 650,040.00    | 1,474,600.00                    | 21                             | 12   |
| 11                       | 172,200.00    | 708,940.00                      | 20                             | 221  | Age 65                   | 756,860.00    | 1,560,320.00                    | 19                             | 343  |
| 12                       | 195,860.00    | 775,100.00                      | 21                             | 78   |                          |               |                                 |                                |      |

Nonforfeiture Factor: 20,208.4252

These values assume that all premiums are paid to the end of the Policy Year and that there is no Loan Balance.

## Automatic Lapse Option

Extended Term Insurance for first five (5) Policy Years; Reduced Paid-Up Insurance thereafter

## Loan Interest

Annual Policy Loan Interest Rate: 8.00%, payable in arrears

## Mortality Tables and Nonforfeiture Interest Rate

Mortality Tables for:

Cash Values - 2001 CSO ALB Mortality Table  
Net Single Premiums for Paid-Up Life Insurance - 2001 CSO ALB Mortality Table  
Net Single Premiums Extended Term Insurance - 2001 CSO ALB Mortality Table

Nonforfeiture Interest Rate - 5% per year

## POLICY SCHEDULE

### Benefits and Premiums

| <b>BASIC POLICY</b>  | <b>Amount</b> | <b>Termination*<br/>Date</b> | <b>Annual**<br/>Premium</b> | <b>Premiums*<br/>Payable</b> |
|--|---------------|------------------------------|-----------------------------|------------------------------|
| Adjustable Premium Term Life Insurance,<br>Convertible and Renewable | \$2,000,000   | 05-01-2025                   | \$1,615.00                  | 15 Years                     |

\*For the Initial Term Period. For future periods,  
see the "Schedule for Renewal Term Periods".

\*\* For first [five] years of the Initial Term Period.

### **ADDITIONAL BENEFITS provided by Riders**

Accelerated Benefit covering the following Insured Persons:

[Insured]

Name: [John Doe]

See Rider

[05-01-2025]

[\$1,062.00]

[15 Years]

Age: [35] Gender: [Male]

Premium Class: [Standard - No Tobacco]

Effective Date of Insured Person's Coverage:

[May, 1, 2010]

Accelerated Coverage Amount: [\$1,500,000]

Defined Accelerated Benefit Percentage: [10%]

Defined Accelerated Benefit: [\$150,000]

Subsequent Defined Accelerated Benefit Factor: [0.2]

Maximum Elected Death Benefit: [\$1,350,000]

Maximum Administrative Charge per Qualifying Event: [\$250]

Rider Conversion Expiry Date: [05-01-2015]

Rider Termination Date for Initial Term Period [05-01-2025]

**Total Annual Premium:**

\$2,677.00

## POLICY SCHEDULE

(Continued)

THE ANNUAL PREMIUM SHOWN ABOVE IS GUARANTEED FOR THE FIRST FIVE YEARS OF THE INITIAL TERM PERIOD. PREMIUMS FOR THE REMAINING YEARS IN THE INITIAL TERM PERIOD ARE SHOWN IMMEDIATELY BELOW.

| Insured's<br>Attained Age | Total Current<br>Annual Premium | Total Maximum<br>Annual Premium |
|---------------------------|---------------------------------|---------------------------------|
| 40                        | \$2,677.00                      | \$11,577.00                     |
| 41                        | 2,677.00                        | 12,477.00                       |
| 42                        | 2,677.00                        | 13,557.00                       |
| 43                        | 2,677.00                        | 14,817.00                       |
| 44                        | 2,677.00                        | 16,317.00                       |
| 45                        | 2,677.00                        | 17,877.00                       |
| 46                        | 2,677.00                        | 19,497.00                       |
| 47                        | 2,677.00                        | 20,757.00                       |
| 48                        | 2,677.00                        | 21,837.00                       |
| 49                        | 2,677.00                        | 23,157.00                       |

|   |
|---|
| <b>Schedule for Renewal Term Periods<br/>(For Term Life Insurance Policy)</b> |
|---|

| Insured's<br>Attained Age | Termination<br>Date | Total Current<br>Annual Premium | Total Maximum<br>Annual Premium | Premiums<br>Payable |
|---------------------------|---------------------|---------------------------------|---------------------------------|---------------------|
| 50                        | 05-01-2026          | \$ 18,255.00                    | \$ 23,715.00                    | 1 Year              |
| 51                        | 05-01-2027          | 20,035.00                       | 25,815.00                       | 1 Year              |
| 52                        | 05-01-2028          | 22,115.00                       | 28,275.00                       | 1 Year              |
| 53                        | 05-01-2029          | 24,635.00                       | 31,275.00                       | 1 Year              |
| 54                        | 05-01-2030          | 27,795.00                       | 34,995.00                       | 1 Year              |
| 55                        | 05-01-2031          | 31,275.00                       | 39,075.00                       | 1 Year              |
| 56                        | 05-01-2032          | 35,575.00                       | 43,395.00                       | 1 Year              |
| 57                        | 05-01-2033          | 39,955.00                       | 47,535.00                       | 1 Year              |
| 58                        | 05-01-2034          | 44,455.00                       | 51,555.00                       | 1 Year              |
| 59                        | 05-01-2035          | 49,935.00                       | 56,415.00                       | 1 Year              |
| 60                        | 05-01-2036          | 56,795.00                       | 62,475.00                       | 1 Year              |
| 61                        | 05-01-2037          | 63,515.00                       | 69,855.00                       | 1 Year              |
| 62                        | 05-01-2038          | 71,375.00                       | 78,495.00                       | 1 Year              |
| 63                        | 05-01-2039          | 79,815.00                       | 87,795.00                       | 1 Year              |
| 64                        | 05-01-2040          | 88,775.00                       | 97,635.00                       | 1 Year              |
| 65                        | 05-01-2041          | 98,035.00                       | 107,835.00                      | 1 Year              |
| 66                        | 05-01-2042          | 106,455.00                      | 118,155.00                      | 1 Year              |
| 67                        | 05-01-2043          | 115,155.00                      | 128,955.00                      | 1 Year              |
| 68                        | 05-01-2044          | 124,115.00                      | 140,235.00                      | 1 Year              |
| 69                        | 05-01-2045          | 134,235.00                      | 153,015.00                      | 1 Year              |
| 70                        | 05-01-2046          | 145,955.00                      | 167,835.00                      | 1 Year              |
| 71                        | 05-01-2047          | 163,135.00                      | 185,955.00                      | 1 Year              |
| 72                        | 05-01-2048          | 183,315.00                      | 207,135.00                      | 1 Year              |
| 73                        | 05-01-2049          | 204,835.00                      | 229,395.00                      | 1 Year              |
| 74                        | 05-01-2050          | 228,235.00                      | 253,335.00                      | 1 Year              |
| 75                        | 05-01-2051          | 253,375.00                      | 278,715.00                      | 1 Year              |
| 76                        | 05-01-2052          | 281,255.00                      | 306,555.00                      | 1 Year              |
| 77                        | 05-01-2053          | 313,795.00                      | 338,895.00                      | 1 Year              |
| 78                        | 05-01-2054          | 351,655.00                      | 376,275.00                      | 1 Year              |
| 79                        | 05-01-2055          | 394,375.00                      | 418,035.00                      | 1 Year              |
| 80                        | 05-01-2056          | 442,135.00                      | 464,235.00                      | 1 Year              |

# POLICY SCHEDULE

(Continued)

|   |
|---|
| <b>Schedule for Renewal Term Periods<br/>(For Term Life Insurance Policy)<br/>(Continued)</b> |
|---|

| <b>Insured's<br/>Attained Age</b> | <b>Termination<br/>Date</b> | <b>Total Current<br/>Annual Premium</b> | <b>Total Maximum<br/>Annual Premium</b> | <b>Premiums<br/>Payable</b> |
|-----------------------------------|-----------------------------|---|---|-----------------------------|
| 81                                | 05-01-2057                  | \$ 491,595.00                           | \$ 514,215.00                           | 1 Year                      |
| 82                                | 05-01-2058                  | 543,875.00                              | 566,715.00                              | 1 Year                      |
| 83                                | 05-01-2059                  | 600,835.00                              | 623,655.00                              | 1 Year                      |
| 84                                | 05-01-2060                  | 740,955.00                              | 748,355.00                              | 1 Year                      |
| 85                                | 05-01-2061                  | 889,075.00                              | 897,975.00                              | 1 Year                      |
| 86                                | 05-01-2062                  | 1,010,575.00                            | 1,020,695.00                            | 1 Year                      |
| 87                                | 05-01-2063                  | 1,148,695.00                            | 1,160,195.00                            | 1 Year                      |
| 88                                | 05-01-2064                  | 1,305,695.00                            | 1,318,755.00                            | 1 Year                      |
| 89                                | 05-01-2065                  | 1,484,135.00                            | 1,498,975.00                            | 1 Year                      |
| 90                                | 05-01-2066                  | 1,686,975.00                            | 1,703,835.00                            | 1 Year                      |
| 91                                | 05-01-2067                  | 1,737,555.00                            | 1,754,935.00                            | 1 Year                      |
| 92                                | 05-01-2068                  | 1,789,695.00                            | 1,807,595.00                            | 1 Year                      |
| 93                                | 05-01-2069                  | 1,843,375.00                            | 1,861,815.00                            | 1 Year                      |
| 94                                | 05-01-2070                  | 1,898,695.00                            | 1,917,675.00                            | 1 Year                      |

On the fifth Policy anniversary and any later Policy anniversary, We have the right to change the premium for this Policy. See the "Right to Change Premium" provision on Page 5.

05-01-2069 is the Termination Date of the Last Renewal Term Period referred to in the "Renewal Option" provision on Page 6.

|                            |
|----------------------------|
| <b>Conversion Schedule</b> |
|----------------------------|

**Conversion Expiry Date:** 05-01-2022

**Minimum Face Amount:** \$100,000

See "Conversion Option" provision on Page 7.

**Conversion Credit Expiry Date:** 05-01-2015

See "Conversion Credit" provision on Page 7.

**[Special Conversion Expiry Date:** 05-01-2015

If You convert this Policy by the Special Conversion Expiry Date; and

- (a) This Policy has Accelerated Death Benefit Rider(s) shown on the Policy Schedule for which no premium is separately stated; and
- (b) You select as a New Policy a Policy that is made available by Us for conversion which, under Our then-current rules, can have attached to it one or more Accelerated Death Benefit Riders which are identical to or substantially similar as determined by Us, to the Accelerated Death Benefit Riders attached to this Policy, then,

We will attach to such New Policy, at Our option, either:

- (a) The identical Accelerated Death Benefit Rider(s); or
- (b) Such substantially similar Accelerated Death Benefit Rider(s).

We reserve the right, at Our sole option, to make other riders available on a similar basis, but nothing herein shall require Us to do so.

## POLICY SCHEDULE

### Schedule of Benefits

| <b>BASIC POLICY</b>                        | <b>Years Payable</b> | <b>Monthly Cost Of Insurance</b> |
|--|----------------------|----------------------------------|
| Flexible Premium Adjustable Life Insurance | 86                   | See Page 16                      |

**ADDITIONAL BENEFITS provided by Riders**

Accelerated Benefit covering the following Insured Persons:

|   |               |           |
|---|---------------|-----------|
| [Insured]   |               |           |
| Name: [John Doe] Age: [35] Gender: [Male]                     | [86]          | [\$81.86] |
| Premium Class: [Standard - No Tobacco]                        |               |           |
| Effective Date of Insured Person's Coverage:<br>[May 1, 2010] |               |           |
| Accelerated Coverage Amount: [\$1,500,000]                    |               |           |
| Defined Accelerated Benefit Percentage:                       | [10%]         |           |
| Defined Accelerated Benefit:                                  | [\$150,000]   |           |
| Subsequent Defined Accelerated Benefit Factor:                | [0.2]         |           |
| Maximum Elected Death Benefit:                                | [\$1,350,000] |           |
| Maximum Administrative Charge per Qualifying Event:           | [\$250]       |           |
| Rider Termination Date  | [05-01-2096]  |           |

### Schedule of Premiums & Expense Charges

|  |                   |                                   |
|--|-------------------|-----------------------------------|
| <b>Premium Class</b>                           | -                 | Standard - No Tobacco             |
| <b>Initial Premium</b>                         | -                 | \$17,221.80                       |
| <b>Planned Periodic Premium</b>                | -                 | \$17,221.80                       |
| <b>Due Date (for Planned Periodic Premium)</b> | -                 | 1 <sup>st</sup> Day of Each May   |
| <b>Deduction Day</b>                           | -                 | 1 <sup>st</sup> Day of Each Month |
| <b>Monthly Benchmark Premium</b>               | -                 | \$1,435.15                        |
| <b>Monthly Guarantee Premium</b>               | -                 | \$1,435.15                        |
| <b>Monthly Guarantee Premium Period</b>        | -                 | 60 months                         |
|  | <b>Guaranteed</b> | <b>Initial</b>                    |
| <b>Premium Expense Charge Percentage</b>       | - 7.5%            | 6.0%                              |
| <b>Monthly Administration Fee</b>              | - \$7.50          | \$6.25                            |
| <b>Monthly Expense Charge</b>                  | -                 | \$300.00                          |
| <b>Monthly Expense Charge Duration</b>         | -                 | 10 Years                          |

### Increases and Decreases in Specified Amount

|                                 |   |           |
|---------------------------------|---|-----------|
| <b>Minimum Specified Amount</b> | - | \$100,000 |
| <b>Minimum Increase Amount</b>  | - | \$10,000  |

**POLICY SCHEDULE**  
(Continued)

**Table of Maximum Expense Charges for Increasing Specified Amount Per \$1,000 of Coverage**

| Attained Age | Maximum Expense Charge for Increasing Specified Amount Per \$1,000 | Attained Age | Maximum Expense Charge for Increasing Specified Amount Per \$1,000 | Attained Age | Maximum Expense Charge for Increasing Specified Amount Per \$1,000 |
|--------------|--|--------------|--|--------------|--|
| 35           | \$1.08   | 52           | \$1.99   | 69           | \$4.15   |
| 36           | 1.11   | 53           | 2.08   | 70           | 4.38   |
| 37           | 1.15   | 54           | 2.17   | 71           | 4.64   |
| 38           | 1.18   | 55           | 2.27   | 72           | 4.93   |
| 39           | 1.22   | 56           | 2.39   | 73           | 5.24   |
| 40           | 1.26   | 57           | 2.50   | 74           | 5.57   |
| 41           | 1.30   | 58           | 2.64   | 75           | 5.92   |
| 42           | 1.34   | 59           | 2.78   | 76           | 6.20   |
| 43           | 1.39   | 60           | 2.92   | 77           | 6.48   |
| 44           | 1.45   | 61           | 3.01   | 78           | 6.78   |
| 45           | 1.50   | 62           | 3.11   | 79           | 7.10   |
| 46           | 1.56   | 63           | 3.22   | 80           | 7.43   |
| 47           | 1.63   | 64           | 3.34   | 81           | 7.73   |
| 48           | 1.69   | 65           | 3.47   | 82           | 7.81   |
| 49           | 1.76   | 66           | 3.62   | 83           | 7.91   |
| 50           | 1.83   | 67           | 3.77   | 84           | 8.03   |
| 51           | 1.90   | 68           | 3.95   | 85           | 8.17   |

The above charges apply to each \$1,000 in increase of Specified Amount. The Maximum Expense Charge for Increasing Specified Amount will be equal to the rate shown above for Attained Age, multiplied by the number of thousands of increase in Specified Amount.

**Surrenders**

**Partial Surrender Charge** - \$25.00  
**Surrender Charge Period** - 19 Years

**Table of Surrender Charges Per \$1,000 of Coverage**

| Year of Surrender | Surrender Charge Per \$1,000 | Year of Surrender | Surrender Charge Per \$1,000 |
|-------------------|------------------------------|-------------------|------------------------------|
| 1                 | \$22.20                      | 11                | \$19.98                      |
| 2                 | 22.20                        | 12                | 17.76                        |
| 3                 | 22.20                        | 13                | 15.54                        |
| 4                 | 22.20                        | 14                | 13.32                        |
| 5                 | 22.20                        | 15                | 11.10                        |
| 6                 | 22.20                        | 16                | 8.88                         |
| 7                 | 22.20                        | 17                | 6.66                         |
| 8                 | 22.20                        | 18                | 4.44                         |
| 9                 | 22.20                        | 19                | 2.22                         |
| 10                | 22.20                        | 20+               | 0.00                         |

The above charges apply to each \$1,000 of Specified Amount surrendered during the Surrender Charge Period. The charge for Surrender of all or any portion of the Specified Amount will be equal to the rate shown above multiplied by the number of thousands of Specified Amount being surrendered. In addition, there will be a charge not to exceed the Partial Surrender Charge shown in the "Surrenders" Section above for each partial surrender.

# POLICY SCHEDULE

(Continued)

## Mortality Table

2001 Commissioners Standard Ordinary Male or Female, Smoker or Nonsmoker Mortality Tables.

## Guaranteed Interest and Current Interest Bonus Rates

**Guaranteed Interest Rate - Policy Years 1-7**

0.40741% per month, compounded monthly.

(This is equivalent to 5.00% per year, compounded annually)

**Policy Years 8 and Thereafter**

0.18559% per month, compounded monthly.

(This is equivalent to 2.25% per year, compounded annually)

**Current Interest Bonus Years - 5<sup>th</sup> and 10<sup>th</sup> Policy Anniversaries**

**Current Interest Bonus Rate - Current Interest Bonus Year 5      Current Interest Bonus Year 10**

0.25% per year

Additional 0.25% per year

## Accumulation Value Interest

Interest at the rate declared by Us will be applied to any Accumulation Value in excess of any Loan Balance. Interest at the guaranteed rate will be credited to the amount of any outstanding Loan Balance less any Preferred Loan Balance. Interest at a rate declared by Us will be credited to the amount of any outstanding Preferred Loan Balance.

## Loan Interest

Annual policy loan interest rate: 8:00%

## Maturity Date

May 01, 2096

Coverage may expire prior to the Maturity Date if:

- (a) no future premiums are paid following payment of the Initial Premium;
- (b) subsequent premiums are insufficient; or
- (c) we change the Cost of Insurance rates, interest rates, the Net Premium percentage, or the Monthly Administration Fee.