Filing at a Glance

Company: American National Insurance Company

Product Name: AD - WL	SERFF Tr Num: AMNA-126484400	State: Arkansas
TOI: L07I Individual Life - Whole	SERFF Status: Closed-Approved-Closed	State Tr Num: 44791
Sub-TOI: L07I.101 Fixed/Indeterminate Premium - Single Life	Co Tr Num:	State Status: Approved-Closed
Filing Type: Form		Reviewer(s): Linda Bird
	Author: Tyra Reed	Disposition Date: 02/17/2010
	Date Submitted: 02/08/2010	Disposition Status: Approved-Closed
Implementation Date Requested:		Implementation Date:

State Filing Description:

General Information

Project Name:	Status of Filing in Domicile: Pending
Project Number:	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: 02/17/2010	Explanation for Other Group Market Type:
	State Status Changed: 02/17/2010
Deemer Date:	Created By: Tyra Reed
Submitted By: Tyra Reed	Corresponding Filing Tracking Number:

Filing Description:

RE: American National Insurance Company (NAIC: 60739 FEIN: 74-0484030) Filing Of:
Form NPWL09DM(10) ¡V Individual Whole Life Insurance Policy
Form NPWL09DM-DPVG ¡V Specifications Page used with Form NPWL09DM
SERFF Tracking Number: AMNA- 126484400
Company Tracking Number: AD-WL

Dear Reviewer:

Please find attached the above listed forms for your department¡¦s review and approval. These forms are new forms, and will not replace any previously approved forms.

Form NPWL09DM(10) is an individual whole life insurance policy with fixed premiums payable until the Insured¡¦s attained age 121. Policy loans are available up to the total amount of the policy¡¦s cash value. The policy contains nonforfeiture options for extended term, paid-up insurance, automatic loan, and cash surrender.

Form NPWL09DM-DPVG ¡V is the specifications page that will be used in conjunction with the policy form. Pertinent information regarding this product:
„X issue age range of minimum 15 and maximum 85
„X is available on a sex distinct basis
„X has a minimum face amount of $2,500 and a maximum face amount of $150,000
„X is a simplified issue product, which will be marketed on an individual basis through direct marketing channels
„X is not illustrated

Application form 10291-AR is used to apply for this product. 10291-AR is currently pending approval by your department under SERFF Tracking Number AMNA-126473289 / State Tracking Number 4473. A copy of the application has been attached to this filing.

Additional information/supporting documentation included in this submission is as follows:
„X Statement of Variability
„X Actuarial Memorandum
„X Certificate of Compliance
„X Payment of the required filing fee in the amount of $ 50.00 has been submitted via EFT
„X Any requirement for a third party authorization has been bypassed, as this is not a third-party filing.
„X As the above listed products are issued on a sex-distinct basis, we confirm that the policy(ies) will not be issued in any employer-employee plans that are subject to the Norris decision and/or Title VII of the Civil Rights Act of 1964.

Company and Contact

Filing Contact Information

Tyra Reed, Policy Analyst
One Moody Plaza
Product Development--14th Floor
Galveston, TX 77550

tyra.reed@anico.com
409-763-1112 [Phone] 5222 [Ext]
409-766-6933 [FAX]

Filing Company Information

American National Insurance Company	CoCode: 60739	State of Domicile: Texas
One Moody Plaza	Group Code: 408	Company Type:
Galveston, TX 77550	Group Name:	State ID Number:
(409) 763-4661 ext. [Phone]	FEIN Number: 74-0484030	

Filing Fees

Fee Required?	Yes
Fee Amount:	$50.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American National Insurance Company	$50.00	02/08/2010	34053391

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/17/2010	02/17/2010

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	**Created By**	**Created On**	**Date Submitted**	**Responded By**	**Created On**	**Date Submitted**
Pending Industry Response	Linda Bird	02/16/2010	02/16/2010	Tyra Reed	02/16/2010	02/16/2010

SERFF Tracking Number:	*AMNA-126484400*	*State:*	*Arkansas*
Filing Company:	*American National Insurance Company*	*State Tracking Number:*	*44791*
Company Tracking Number:			
TOI:	*L07I Individual Life - Whole*	*Sub-TOI:*	*L07I.101 Fixed/Indeterminate Premium - Single Life*
Product Name:	*AD - WL*		
Project Name/Number:	*/*		

Disposition

Disposition Date: 02/17/2010
Implementation Date:
Status: Approved-Closed
Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*AMNA-126484400*	*State:*	*Arkansas*
Filing Company:	*American National Insurance Company*	*State Tracking Number:*	*44791*
Company Tracking Number:			
TOI:	*L07I Individual Life - Whole*	*Sub-TOI:*	*L07I.101 Fixed/Indeterminate Premium - Single Life*
Product Name:	*AD - WL*		
Project Name/Number:	*/*		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Form	Individual Whole Life Insurance Policy		Yes
Form	Specifications Page used with Form NPWL09DM		Yes

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	02/16/2010
Submitted Date	02/16/2010
Respond By Date	

Dear Tyra Reed,

This will acknowledge receipt of the captioned filing.

Objection 1
No Objections
Comment: The submission did not include the documents in the the form schedule.

Please feel free to contact me if you have questions.
Sincerely,
Linda Bird

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	02/16/2010
Submitted Date	02/16/2010

Dear Linda Bird,

Comments:
Well - that is rather emberassing...lol...my apologies.

Response 1

Comments: Please find the forms attached.

Related Objection 1

Comment:
The submission did not include the documents in the the form schedule.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Individual Whole Life Insurance Policy	Form NPWL09DM(10)		Policy/Contract/Fraternal Certificate	Initial		50.100	Form NPWL09DM(10).pdf
Specifications Page used with Form NPWL09DM	Form NPWL09DM-DPVG		Data/Declaration Pages	Initial			Form NPWL09DM-DPVG.pdf

No Rate/Rule Schedule items changed.

SERFF Tracking Number:	*AMNA-126484400*	*State:*	*Arkansas*
Filing Company:	*American National Insurance Company*	*State Tracking Number:*	*44791*
Company Tracking Number:			
TOI:	*L07I Individual Life - Whole*	*Sub-TOI:*	*L07I.101 Fixed/Indeterminate Premium - Single Life*
Product Name:	*AD - WL*		
Project Name/Number:	*/*		

Sincerely,

Tyra Reed

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	Form NPWL09DM(10)	Policy/Contract/Fraternal Certificate	Individual Whole Life Insurance Policy	Initial		50.100	Form NPWL09DM(10).pdf
	Form NPWL09DM-DPVG	Data/Declaration Pages	Specifications Page used with Form NPWL09DM	Initial			Form NPWL09DM-DPVG.pdf

AMERICAN NATIONAL INSURANCE COMPANY
A STOCK LIFE INSURANCE COMPANY

Insured [JOHN ANICO] [$100,000] Face Amount

Policy Number [12345678] [JULY 1, 2009] Issue Date

HOME OFFICE: [ONE MOODY PLAZA, GALVESTON TX 77550]
ADMINISTRATIVE OFFICE: [ONE MOODY PLAZA, GALVESTON TX 77550]
TELEPHONE NUMBER [(409) 763-4661]
This telephone number is available for Policyholders to make inquiries or obtain information about coverage and provide assistance in resolving complaints.

AMERICAN NATIONAL INSURANCE COMPANY ("We", "Us", "Our") will pay the Death Benefit to the Beneficiary subject to the provisions of this Policy. The Death Benefit is payable upon receipt at Our [Home Office] in [Galveston, Texas] of due Proof of Death of the Insured. This Policy is issued in consideration of the Application and payment of the Premiums as described within the Policy. This Policy is a legal contract between the Owner ("You", "Your") and Us. **READ YOUR POLICY CAREFULLY.**

RIGHT TO EXAMINE. You may cancel this Policy for any reason within 30 days after its receipt. You must mail or deliver the Policy to Our [Home Office]. Any premiums paid, including any Policy Fee or other charges will be refunded to You. The Policy will then be treated as if it were never issued.

Signed at Our [Home Office] at [Galveston, TX] on the Issue Date.

[ ] [ ]

[J. Mark Flippin]
[*Secretary*]

[G. R. Ferdinandtsen]
[President]

INDIVIDUAL WHOLE LIFE INSURANCE POLICY

- Premium Paying Period as shown on the Data Page
- Nonparticipating. Dividends are not payable.
- Death Benefit payable in lump sum or as described in the Settlement Options provision.

TABLE OF CONTENTS

Contract and Interested Persons 3
Definition of Terms 3
General Provisions 4
Premiums 4
Loans 5
Nonforfeiture Benefits 5
Termination and Reinstatement 6
Proceeds to be Paid 6
Settlement Options 6
Settlement Option Tables 7-8

ALPHABETICAL GUIDE TO POLICY PROVISIONS

Assignee 3
Assignment 4
Attained Age 3
Automatic Premium Loan Option ("APL") 5
Availability of Settlement Options 6
Basis of Calculations 7
Basis of Computations 4
Beneficiary 3
Beneficiary Interest 3
Change of Beneficiary 3
Conformity with State Law 4
Effective Date 3
Entire Contract 3
Excess Policy Debt 5
General Provisions Relating to Settlement Options 7
Grace Period 5
Incontestability 4
Insured 3
Irrevocable Beneficiary 3
Lapse 5
Loan Interest 5
Loan Interest Rate 5
Loan Repayment 5
Loans 5
Misstatement of Age or Sex 4
Natural Person 3
Nonforfeiture Options 5
Nonparticipating Policy 4
Notices 4
Owner 3
Payee 3
Payment of Death Benefit 6
Policy Debt 3
Policy Month 4
Policy Year 4
Power to Modify 4
Premium Payment 4
Proof of Death 4
Reinstatement 6
Right to Examine 1
Settlement Options 6
Suicide 4
Termination 6

Additional benefits and riders (if any), a copy of the Application and any supplements are attached to this Policy.

CONTRACT AND INTERESTED PERSONS

ENTIRE CONTRACT – This Policy, any endorsements or riders, and the attached Application form the Entire Contract. All statements in the Application, in the absence of fraud, will be deemed representations and not warranties. No statement will be used to contest the Policy or be used in defense of a claim under it unless: (a) it is contained in the written Application for the Policy or a rider; and (b) a copy of the Application is attached to the Policy at the Issue Date or upon the addition of any rider, or upon Reinstatement.

EFFECTIVE DATE – This Policy takes effect on the Issue Date shown or as soon thereafter as the first premium has been received at Our [Home Office] and the Policy has been delivered to You during the Insured's lifetime and same health as stated on the Application.

OWNER – The Owner ("You", "Your") is named on the Data Page. If the Owner is a partnership, the rights belong to the partnership as it exists when a right is exercised. Before Termination of the Policy, as stated in the Termination provision, You may exercise the rights of ownership given by this Policy. If You are a minor, first the Insured, then the Beneficiary, if living and legally competent, may exercise all rights of ownership. If You die while the Insured is living, ownership will pass to the contingent owner if one is named. If there is no contingent owner, ownership will pass to the Owner's estate. All rights of the Owner, the contingent owner, and the Beneficiary are secondary to the rights of: (a) any Assignee of record; and (b) any Irrevocable Beneficiary. The Owner may change the ownership of the Policy by written request. The change shall take effect on the date the request was signed, unless otherwise specified by the Owner, subject to any payments made or actions taken by Us prior to the receipt of such request.

INSURED - The person on whose death the Death Benefit will be paid and who is named as such on the Data Page. The Insured has no Ownership rights under this Policy unless the Owner and the Insured is the same person or unless the Owner is not legally competent.

BENEFICIARY - The Beneficiary is the person named to receive the Death Benefit of this Policy in the event of the Insured's death. The initial Beneficiary is designated in the Application. If changed, the Beneficiary is the person named on the most current written request to change the Beneficiary filed and recorded by Us.

BENEFICIARY INTEREST - Beneficiaries will be designated as primary (first) or contingent (secondary). All Beneficiaries named as primary or first are in one class. Those named as contingent or secondary are in a different class and will not share in the proceeds of a death claim unless no Beneficiary named as primary survives the Insured as described below. All relationships are in reference to the Insured.

Unless changed by endorsement or written request filed at Our [Home Office]: (a) two or more class members of the same class will share proceeds equally; (b) surviving class members will share equally the proceeds to which a deceased Beneficiary would have been entitled; and (c) if no Beneficiary survives the Insured, proceeds will be paid to the Owner's estate. A Beneficiary will not share in any proceeds or benefits if: (a) the Beneficiary dies within 30 days after the Insured's Death; and (b) Our [Home Office] has not received Proof of Death of the Insured. If the Beneficiary is not a Natural Person, the Beneficiary must still exist at the time of the Insured's death. All Beneficiaries' interests are secondary to any Assignment on record at the [Home Office].

CHANGE OF BENEFICIARY – If there is no Assignee or Irrevocable Beneficiary, You may change a Beneficiary by filing a written request in a form acceptable to Us at our [Home Office]. A change will not take effect until We receive Your written request and record the change at the [Home Office]. Once recorded, the change will be effective as of the date You signed the request. The change is subject to: (a) the rights of any Assignee on record; (b) the rights of an Irrevocable Beneficiary.

IRREVOCABLE BENEFICIARY – A permanent Beneficiary whose rights under the Policy cannot be changed without his or her consent. The consent of the Irrevocable Beneficiary must be in writing.

ASSIGNEE – This Policy may be assigned or pledged to a Natural Person or a legal entity as security for a debt. The Assignee's rights under this Policy will supersede those of the Beneficiary and the Owner.

DEFINITION OF TERMS

ATTAINED AGE – The Insured's age at issue plus the number of Policy Years completed.

NATURAL PERSON – A human being only and not a trust, a corporation, or any other legally recognized entity.

PAYEE – A person to whom any of the proceeds of the Policy and any riders are payable.

POLICY DEBT – The total of all unpaid Loans plus unpaid interest on the Loans.

POLICY MONTH – The first Policy Month begins on the Issue Date and ends on the day preceding the same date in the next calendar month. Each succeeding Policy Month begins on the same date of each calendar month. This date is also referred to as the monthly anniversary.
POLICY YEAR – The period beginning on the Issue Date and ending one year later and each succeeding one year period.
PROOF OF DEATH – Includes all of the following: (a) a certified death certificate of the Insured or other lawful evidence providing equivalent information; (b) a claimant statement; (c) the Policy; and (d) any other information We may reasonably require to establish the validity of the claim.

GENERAL PROVISIONS

CONFORMITY WITH STATE LAW – This Policy is subject to the laws of the jurisdiction where it is delivered. If any provision of this Policy is contrary to any such law, such provision is amended to conform to the minimum standards of such law.
NONPARTICIPATING POLICY – This Policy is nonparticipating. It does not share in Our profits or surplus.
INCONTESTABILITY – This Policy will be incontestable after it has been in force during the Insured's lifetime for 2 years from the Issue Date, except for nonpayment of Premium and except as to any provision or condition relating to disability benefits or additional benefits for accidental death, or fraud (if permitted by jurisdiction in which this Policy is delivered), which may be contested at any time. An addition of a rider after the Policy's Issue Date or Reinstatement, shall be incontestable after it has been in force during the Insured's lifetime for 2 years after the date of such addition or Reinstatement, except as to any nonpayment of Premium and except as to any provision or condition relating to disability benefits or additional benefits for accidental death, or fraud (if permitted by jurisdiction in which this Policy is delivered), which may be contested at any time. We may only contest this Policy under this provision based on material misstatements or omissions in the Application, Supplemental Application, or Reinstatement Application.
SUICIDE – If the Insured, whether sane or insane, dies from suicide within 2 years from the Issue Date of this Policy, We are liable only for the return of any Premiums received. The provisions of this paragraph shall also apply to an addition of a rider. For 2 years following the date of an addition, We shall be liable only for the return of Premiums paid, if any, which result from such addition.
MISSTATEMENT OF AGE OR SEX – If there is misstatement of age or sex of the Insured, the Death Benefit shall be that which would have been purchased by the most recent Premium at the correct age and sex. Amounts will be based on Our rates on the Issue Date. As used in this Policy, 'age' means age last birthday.
ASSIGNMENT – No Assignment will bind Us until recorded at Our [Home Office]. We are not obligated to determine that an Assignment is valid or sufficient. Any claim by an Assignee is subject to proof of the validity and extent of the Assignee's interest in the Policy. Unless otherwise specified by the Owner, Assignments shall take effect on the date the notice of Assignment is signed by Owner, subject to any payments made or actions taken by Us.
POWER TO MODIFY – Only Our President or Secretary has the power to: (a) change this Policy; (b) extend the time for payment of Premiums; or (c) waive any Policy provisions. Any change in the Policy will be by an endorsement signed by one of the above-named officers.
NOTICES – All Notices, Applications, and other correspondence (including requests for a Policy change) required to be sent to Us under the terms of the Policy, or any attached rider must be mailed or delivered to Our [Home Office] in [Galveston, Texas].
BASIS OF COMPUTATIONS – Cash Values and Nonforfeiture Benefits of this Policy are not less than the minimum required by law in the state where the Policy is delivered. We have filed with the insurance regulators there, a detailed statement of the method used to compute Surrender Values. Calculations are based on the mortality tables and rates of interest shown on the Data Page.

PREMIUMS

PREMIUM PAYMENT – Premiums will be payable in advance of coverage being effective: (a) while the Insured is living; (b) starting on the Issue Date; (c) during the Premium Period shown on the Data Page; and (d) at the Premium Mode and amount shown on the Data Page. Premiums are payable to the [Home Office], or the Company's authorized agent in exchange for an official receipt. The receipt will be signed by the President or Secretary and will be countersigned by the agent. The Premium Mode may be changed with Our consent upon written request.
GRACE PERIOD – A Grace Period of 31 days is granted for each premium payment after the first. The Policy stays in force during this period. No interest is charged on the Premium Payment due during this time. If the

Insured dies during the Grace Period, any Premium amount due will be deducted from the Death Benefit. Any payments sent via U.S. mail must be postmarked within the Grace Period.

LAPSE – If a Premium is not paid during the Grace Period, the Policy will Lapse, unless the Policy is continued as provided for in Nonforfeiture Benefits section.

LOANS

LOANS – Upon written request, We will make a Loan to You for all or a part of the cash value of the Policy. At the time of the Loan request, the following conditions must be met: (1) the Insured must be living; (2) the Policy must be in force, other than as Extended Term Insurance; (3) the Policy must not then be subject to any Assignment; and (4) You must assign the Policy to Us as sole security for the Loan on a form approved by Us.

Upon the Insured's death, the Death Benefit will be reduced by the amount of any Loan, including interest accrued to the date of death. We reserve the right to defer payment of any Loan for up to 6 months, except when such Loan is to pay a Premium due to Us.

LOAN INTEREST RATE – We will charge interest at a fixed Loan Interest Rate of 7.4% annually.

LOAN INTEREST – Loan Interest is payable in advance on each Policy anniversary. Any Loan Interest not paid when due will be added to the amount of the outstanding Loan.

EXCESS POLICY DEBT – If the Policy Debt exceeds the cash value, this Policy will Lapse without further value. In no event will coverage provided by this Policy terminate until the end of the Grace Period. We will mail notice of Termination to You at your last known address and any Assignee of record 30 days prior to the actual termination of the Policy.

AUTOMATIC PREMIUM LOAN OPTION ("APL") – If elected, this option provides automatic payment of any unpaid Premium by Policy Loan. The Loan will be made at the end of the Grace Period. We may change to a less frequent mode of Premium Payment if there is sufficient loan value. If there is not sufficient value to advance the Premium and interest for the Loan, no Automatic Premium Loan will be made, and the Premium will be in default. Any remaining value will be applied under the Nonforfeiture Benefits provisions. This option may be elected in the Application. It may also be elected by written request received at Our [Home Office] before the end of the Grace Period for an unpaid Premium. The Owner may revoke the election by written request.

LOAN REPAYMENT – All or part of a Loan on this Policy can be paid at any time while this Policy is in force. Any payment not designated as a loan repayment or premium payment may be regarded as a loan repayment.

NONFORFEITURE BENEFITS

NONFORFEITURE OPTIONS – If a Premium is not paid at the end of its Grace Period, You have certain benefits. You must tell Us in writing which one of these benefits You choose. This must be done within 60 days after the due date of the first Premium that is not paid. The cash value payable during the 60 day period shall be an amount not less than the cash value at the time of the due date of the first Premium that was not paid. The benefits are based on the Table of Nonforfeiture Values shown on the Data Page. Values shown are for a Policy free of Policy Debt with Premiums paid for completed years. In computing values for Policy years not completed, allowance will be made for elapsed time and fractional year's Premiums paid. Values for times not shown will be furnished upon request. The options are:

EXTENDED TERM INSURANCE - If Extended Term values are shown on the Data Page, the Policy may be kept in force as Extended Term Insurance. The Death Benefit will be the Face Amount less any Policy Debt. The term will begin on the due date of the first unpaid Premium. The Extended Term Insurance will continue for the greatest length of time that the cash value can purchase as a net single premium based on the Insured's attained age. The amount of cash value will be determined as of the due date of the first unpaid Premium, less any Policy Debt. This option will not include any supplementary benefits provided by rider under the original Policy.

PAID-UP INSURANCE - This Policy may be kept in force as reduced Paid-up Insurance. The Death Benefit will be the greatest amount that the cash value can purchase as a net single premium based on the Insured's attained age. The amount of cash value will be determined as of the due date of the first unpaid premium, less any Policy Debt. The insurance will be payable at the same time and subject to the same conditions as the insurance under this Policy. This option will not include any supplementary benefits provided by rider under the original Policy.

CASH SURRENDER - This Policy may be surrendered for its cash value, if any, less any Policy Debt. The Owner may elect this option at anytime while the Policy is in force.

If no option has been elected, option 1, if available, will be effective, otherwise Option 2 will be effective.
You may ask Us in writing to pay the cash value of Paid-up or Extended Term Insurance at any time it is in force. You must return this Policy to Us. The cash value will be the value of future guaranteed benefits at the time of request, less any Policy Debt. The cash value payable on any request made within 30 days after a Policy anniversary date will not be less than the cash value on that anniversary. We may postpone payment of any cash value for up to 6 months.

TERMINATION AND REINSTATEMENT

TERMINATION – Coverage under this Policy will terminate on the first to occur of: (a) the Insured's death; (b) cessation of Premium Payments without a positive cash value; (c) expiration of the Grace Period; (d) expiry of the Extended Term period, if applicable; or (e) Our receipt of the Policy and Your written request for surrender of the full cash value.
REINSTATEMENT – You may reinstate this Policy after it has Lapsed. All of the following conditions must be met: (a) the Reinstatement must be within 5 years of the date of Termination; (b) You must give Us any facts We require to prove the Insured is insurable for the Policy at the same classification as on the Issue Date; (c) You must not have surrendered the Policy for its cash value; (d) all Premiums in arrears must be paid with compound interest. The interest rate will be 6% per year; and (e) any Policy Debt must be reinstated or paid back with interest. The interest rate for Reinstatement of Policy Debt will be 6% per year. If the Policy Debt with interest would exceed the cash value of the reinstated Policy, the excess must be paid before Reinstatement will be approved.

PROCEEDS TO BE PAID

PAYMENT OF DEATH BENEFIT – Any proceeds payable under the terms of this Policy are subject to any adjustments provided in the Misstatement of Age or Sex, Incontestability, and Suicide provisions of this Policy. The Death Benefit proceeds are payable to the Beneficiary upon receipt by Us of satisfactory Proof of Death of the Insured while this Policy is in force and are equal to: (a) the Face Amount; plus (b) any additional life insurance proceeds provided by any riders; plus (c) any Premium paid by You past the end of the Policy Month of the Insured's death; minus (d) any unpaid Premium that may apply during a Grace Period; minus (e) any Policy Debt. Premiums waived under any waiver of premium rider attached to the Policy will not be included in the adjustment. If this Policy is in force as Extended Term Insurance or as Paid-Up Insurance, the Death Benefit will be as described in the Nonforfeiture Benefits section.
If Death Benefit proceeds are not paid within thirty days from the date of Our receipt of due Proof of Death and determination of the right of the claimant to the Proceeds, then such Proceeds, including both the Death Benefit and any refund of premiums at death, will be paid with interest from the date of death to the date of payment. The interest will be calculated at an effective rate at least as great as required by law. Proceeds may be paid in one sum or under the Settlement Options provision of this Policy.

SETTLEMENT OPTIONS

AVAILABILITY OF SETTLEMENT OPTIONS – All or a part of the Death Benefit proceeds may be applied to any of the following options. We will first discharge in a single sum any liability under an Assignment of the Policy and any applicable premium-related taxes, fees, or assessments imposed by any Federal, State, Municipal or other taxing authority. The remaining amount is the net sum payable. Other options can be used if agreed to by Us. If You have not elected a Settlement Option before the Insured's death, the Beneficiary may choose one. Any Settlement Option election must be written in a form that satisfies Us. Our consent is required for any of the following: (a) any payment to joint or successive Payees; (b) any payment to a corporation, association, partnership, trustee, or estate; or (c) any change in an option previously elected. We do not have to apply an option on a net sum payable of less than $5,000 for any Payee.
SETTLEMENT OPTIONS – The Settlement Option Tables referred to in this provision, begin on the next page. The options are:
Option 1 – Installments for a Fixed Period. Equal installments will be paid for a fixed number of years. The amount of the installments will be based on Table A. Installments will include interest at the effective rate of 1.5% per year. At Our option, additional interest may be paid.
Option 2 – Installments for a Fixed Period and Life Thereafter. Equal monthly installments will be paid for as long as the Payee lives with installments certain for a fixed period. The fixed period is 10 years under Table

B or 20 years under Table C. Under Table D, there is no fixed period; installments are payable as long as the Payee lives. Interest is credited at the effective rate of 1.5% per year. At Our option, additional interest may be paid.

Option 3 – Installments of a Fixed Amount. Equal annual, semi-annual, quarterly, or monthly installments will be paid. The sum of the installments paid in a year must be at least $40.00 for each $1,000.00 of the net sum payable. Installments will be paid until the total of the following amounts is exhausted: (a) the net sum payable; plus (b) interest at the effective rate of 1.5% per year; plus (c) any additional interest that We may elect to pay. The final installment shall be the balance of the net sum payable plus interest, and may be more or less than the other installments.

Option 4. Interest Payment. We will hold the net sum payable at interest. Interest will be paid at the effective rate of 1.5% per year. Additional interest may be paid at Our option. On interest due dates, the Payee may withdraw an amount of at least $100.00 from the amount held by Us. If the amount We hold falls below $2,000.00, We will pay the entire amount to the Payee.

GENERAL PROVISIONS RELATING TO SETTLEMENT OPTIONS. You may Surrender the Contract at or before the commencement of any distribution. The first payment under Option 1, 2, or 3 is paid on the date the amount is applied to the option. The first payment under Option 4 is paid at the end of the first interest period. Under Option 4, the first payment may be postponed for up to 10 years with Our consent. If so, the amount applied to the option will accumulate with compound interest at the effective rate of 1.5% per year. To avoid making payments of less than $20.00 each, We can do either or both of the following: (a) change the payments to quarterly, semi-annual or annual basis; or (b) reduce the number of payments.

If You elect an option, You can withhold the Beneficiary's right to assign, encumber, or commute any unpaid amount. Except to the extent permitted by law, unpaid amounts are not subject to any claims of a Beneficiary's creditor. In no case may life contingent payments under Option 2 be commuted. At Our option, payments under the other options may be commuted. When an option is commuted, the same effective interest rate We used to compute the settlement option payment plus 1% will be used to calculate the discount.

If the Payee under Options 1, 2, 3 or 4 dies after payments under the option have started, We will: (a) under Options 1 and 2, pay the commuted value of any unpaid fixed period payments to the Payee's estate; or (b) under Options 3 and 4, pay any balance held by Us to the Payee's estate. With Our consent, the option elected may provide for payment in another manner.

BASIS OF CALCULATIONS. The payment amounts illustrated in the Settlement Option Tables are based on the Annuity 2000 Mortality Table (no projection scale used) and 1.5% interest. The attained age of the Payee when the settlement option is elected will be adjusted downward by one year for each full five year period that has elapsed since January 1, 2000. Benefits at the time of their commencement will not be less than those that would be provided by the application of the surrender value to purchase a single consideration immediate annuity contract at purchase rates offered by Us at the same time to the same class of annuitants.

SETTLEMENT OPTION TABLES

OPTION 1 – TABLE A

MONTHLY PAYMENTS FOR EACH $1,000.00 OF THE NET SUM PAYABLE.

Multiply the monthly payment by 2.993 to obtain the quarterly payment, by 5.969 to obtain the semi-annual payment, and by 11.868 to obtain the annual payment.

Years	Amount	Years	Amount	Years	Amount	Years	Amount	Years	Amount
1	$ 83.90	7	$ 12.53	13	$ 7.05	19	$ 5.03	25	$ 3.99
2	42.26	8	11.04	14	6.59	20	4.81	26	3.86
3	28.39	9	9.89	15	6.20	21	4.62	27	3.75
4	21.45	10	8.96	16	5.85	22	4.44	28	3.64
5	17.28	11	8.21	17	5.55	23	4.28	29	3.54
6	14.51	12	7.58	18	5.27	24	4.13	30	3.44

OPTION 2 – TABLES B, C, AND D
MONTHLY PAYMENTS FOR LIFE FOR EACH $1,000.00 OF THE NET SUM PAYABLE.

Age in years means age of Payee on birthday prior to the due date of the first payment. For Tables B and C, multiply the monthly payment by 2.993 to obtain the quarterly payment, by 5.969 to obtain the semi-annual payment, and by 11.868 to obtain the annual payment.

AGE IN YEARS	TABLE B Guaranteed Period 10 Years	TABLE C Guaranteed Period 20 Years	TABLE D Life Only	AGE IN YEARS	TABLE B Guaranteed Period 10 Years	TABLE C Guaranteed Period 20 Years	TABLE D Life Only
Male	Amount	Amount	Amount	Female	Amount	Amount	Amount
46	$ 2.98	$ 2.93	$ 2.99	46	$ 2.78	$ 2.76	$ 2.79
47	3.04	2.98	3.05	47	2.83	2.80	2.84
48	3.10	3.03	3.11	48	2.88	2.85	2.89
49	3.16	3.09	3.18	49	2.94	2.90	2.94
50	3.22	3.14	3.25	50	2.99	2.95	3.00
51	3.29	3.20	3.32	51	3.05	3.00	3.06
52	3.36	3.26	3.39	52	3.11	3.06	3.13
53	3.44	3.32	3.47	53	3.18	3.12	3.19
54	3.51	3.39	3.55	54	3.25	3.18	3.26
55	3.60	3.45	3.64	55	3.32	3.24	3.37
56	3.68	3.52	3.73	56	3.39	3.30	3.42
57	3.77	3.58	3.82	57	3.47	3.37	3.50
58	3.87	3.65	3.93	58	3.56	3.44	3.59
59	3.97	3.72	4.03	59	3.64	3.51	3.68
60	4.08	3.79	4.15	60	3.74	3.58	3.78
61	4.19	3.86	4.27	61	3.84	3.66	3.88
62	4.30	3.93	4.40	62	3.94	3.73	3.99
63	4.43	4.00	4.54	63	4.05	3.81	4.11
64	4.56	4.07	4.69	64	4.16	3.88	4.23
65	4.69	4.14	4.85	65	4.29	3.96	4.37
66	4.86	4.21	5.02	66	4.41	4.04	4.51
67	4.98	4.27	5.20	67	4.55	4.11	4.66
68	5.13	4.33	5.40	68	4.69	4.19	4.83
69	5.29	4.39	5.60	69	4.84	4.26	5.00
70	5.54	4.44	5.82	70	5.00	4.33	5.19
71	5.62	4.49	6.06	71	5.17	4.39	5.40
72	5.79	4.54	6.30	72	5.34	4.45	5.62
73	5.97	4.58	6.57	73	5.53	4.51	5.86
74	6.15	4.62	6.85	74	5.72	4.55	6.11
75	6.33	4.65	7.16	75	5.91	4.60	6.39
76	6.51	4.68	7.48	76	6.11	4.64	6.69
77	6.69	4.71	7.83	77	6.32	4.67	7.02
78	6.87	4.73	8.20	78	6.52	4.70	7.37
79	7.08	4.75	8.60	79	6.73	4.73	7.75
80**	7.23	4.76	9.02	80**	6.94	4.75	8.17

** and over

AMERICAN NATIONAL INSURANCE COMPANY
A STOCK LIFE INSURANCE COMPANY

HOME OFFICE: [ONE MOODY PLAZA, GALVESTON TX 77550]
ADMINISTRATIVE OFFICE: [ONE MOODY PLAZA, GALVESTON TX 77550]
TELEPHONE NUMBER [(409) 763-4661]

INDIVIDUAL WHOLE LIFE INSURANCE POLICY

- Premium Paying Period as shown on the Data Page
- Nonparticipating. Dividends are not payable.
- Death Benefit payable in lump sum or as described in the Settlement Options provision.

DATA PAGE

POLICY NUMBER	[12345678]	[JANUARY 1, 2010]	**ISSUE DATE**
OWNER	[JOHN DOE]	[$ 100,000]	**FACE AMOUNT**

INSURED

INSURED NAME	[JOHN DOE]	[35]	**ISSUE AGE**
CLASS	[STANDARD NON-SMOKER]	[MALE]	**SEX**
[RATING]	[NO RATING]	[RATING EXPIRY DATE]	**[RATING EXPIRY DATE]**

PREMIUMS AND RIDERS

BENEFIT DESCRIPTION		**INITIAL ANNUAL PREMIUM**	**PREMIUM PAYING PERIOD (YEARS)**
VALUEGUARD WHOLE LIFE TO AGE 121		[$ 1,787.00]	[86]
Form	Form NPWL09DM[(XX)]		
Maturity Date	[January 1, 2096]		
[NAME OF A RIDER]		[Rider Prem]	[ ]
Form	[Rider Form Number]		
TOTAL INITIAL ANNUAL PREMIUM		[$ 1,787.00]	

TOTAL PREMIUMS

INCLUDES PREMIUMS FOR Form NPWL09DM[(XX)], ANY RIDERS, AND ANNUAL POLICY FEE OF $[48.00]
YOUR CURRENT PREMIUM MODE IS: [ANNUAL]

YEARS	**ANNUAL**	**SEMI-ANNUAL**	**QUARTERLY**	**SPECIAL MONTHLY**
[1-86]	[$ 1,787.00]	[$ 893.50]	[$ 446.75]	[$ 148.91]
[XX-XX] (after a rider drops)				

MORTALITY TABLES

NONFORFEITURE VALUES ARE CALCULATED USING THE 2001 CSO ALB ULTIMATE MORTALITY TABLE FOR INSURED'S GENDER AND TOBACCO USE CLASS. ALL CALCULATIONS ASSUME THAT ALL PREMIUMS ARE RECEIVED AT THE BEGINNING OF THE POLICY YEAR AND THAT ALL DEATH CLAIMS ARE PAID AT THE END OF THE POLICY YEAR. AGE IS BASED ON AGE LAST BIRTHDAY.

DATA PAGE CONTINUED

POLICY NUMBER [12345678] **INSURED** [JOHN DOE] [MALE] [35]

TABLE OF NONFORFEITURE VALUES

NONFORFEITURE FACTOR: [9.17]

NONFORFEITURE INTEREST RATE: [5.00]%

END OF POLICY YEAR	CASH OR LOAN VALUE	PAID UP INSURANCE	EXTENDED INSURANCE	
			YEARS	DAYS
1	$ [0.00]	$ [0.00]	[0]	[0]
2	$ [0.00]	$ [0.00]	[0]	[0]
3	$ [341.00]	$ [2,074.51]	[2]	[242]
4	$ [1,190.00]	$ [6,939.04]	[7]	[281]
5	$ [2,074.00]	$ [11,592.40]	[11]	[267]
6	$ [2,994.00]	$ [16,043.34]	[14]	[264]
7	$ [3,948.00]	$ [20,285.52]	[16]	[321]
8	$ [4,937.00]	$ [24,331.00]	[18]	[205]
9	$ [5,959.00]	$ [28,177.83]	[19]	[295]
10	$ [7,014.00]	$ [31,834.18]	[20]	[272]
11	$ [8,104.00]	$ [35,316.85]	[21]	[180]
12	$ [9,230.00]	$ [38,634.33]	[22]	[37]
13	$ [10,398.00]	$ [41,808.85]	[22]	[213]
14	$ [11,615.00]	$ [44,861.53]	[22]	[347]
15	$ [12,880.00]	$ [47,789.43]	[23]	[71]
16	$ [14,191.00]	$ [50,590.14]	[23]	[126]
17	$ [15,546.00]	$ [53,264.35]	[23]	[155]
18	$ [16,941.00]	$ [55,807.56]	[23]	[160]
19	$ [18,374.00]	$ [58,222.23]	[23]	[143]
20	$ [19,841.00]	$ [60,512.70]	[23]	[105]

AT AGE	CASH OR LOAN VALUE	PAID UP INSURANCE	EXTENDED INSURANCE	
			YEARS	DAYS
55	$ [19,841.00]	$ [60,512.70]	[23]	[105]
60	$ [27,699.00]	$ [70,343.62]	[22]	[40]
62	$ [31,088.00]	$ [73,635.60]	[21]	[157]
65	$ [36,304.00]	$ [77,919.24]	[20]	[96]

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:

Attachment:

AR - Certification of Compliance.pdf

Item Status: **Status Date:**

Satisfied - Item: Application

Comments:

filed and pending approval under AMNA-126473289 State Tracking Number 44732

Attachment:

10291-AR.pdf

Item Status: **Status Date:**

Satisfied - Item: Statement of Variability

Comments:

Attachments:

MEMORANDUM OF VARIABLE MATERIAL - Form NPWL09-DPVG.pdf

MEMORANDUM OF VARIABLE MATERIAL - NPWL09DM.pdf

AMERICAN NATIONAL

CERTIFICATION OF COMPLIANCE

The Company has reviewed the captioned form(s) below, and certifies that to the best of its knowledge and belief, the form(s) submitted is (are) in compliance with the following:

Rule & Regulation 19
Rule & Regulation 49
ACA 23-79-138 and Bulletin 11-88
ACA 23-80-206 (Flesch Certification, minimum of 40)

Form	Form Name	Scoring(s)
Form NPWL09DM(10)	Individual Whole Life Insurance Policy with	50.1

Rex D. Hemme
Vice President & Actuary
American National Insurance Company

Tyra.Reed@anico.com
Phone: (409) 763-4661 x5222 Fax: (409) 766-6933

APPLICATION FOR INDIVIDUAL LIFE INSURANCE

American National Insurance Company
P.O. BOX 696740
San Antonio, TX 78269

ABOUT YOU

Name: _____ E-mail: _____

Address: _____ Apt. _____

City: _____ State: _____ ZIP Code: _____

Social Security Number: _____ – ___ – _____ ☐ Female ☐ Male Height: __ ft. ___ in. Weight: _____

Home Phone:(_____) _____ – _____ Work Phone:(_____) _____ – _____ Household Income: _____

Date of Birth: ____ / ____ / _____ Place of Birth: _____ Source of Income: _____

Marital Status: ☐ Married ☐ Divorced ☐ Single ☐ Widowed ☐ Separated

Are you a U.S. Citizen? ☐ Yes ☐ No If 'No', do you have a permanent resident status? ☐ Yes ☐ No

Have you smoked cigarettes in the last 12 months? ☐ Yes ☐ No Occupation: _____

YOUR HEALTH

1. Have you been diagnosed by a member of the medical profession as having an immune deficiency disorder, AIDS, AIDS Related Complex (ARC), or received test results indicating exposure to the AIDS virus? ☐ Yes ☐ No

2. Within the past 10 years, have you been diagnosed, treated, tested positive for, or been given medical advice by a member of the medical profession for: heart or circulatory system disease; blood or immune system disease (excluding a positive HIV test); cancer (excluding basal and squamous cell skin cancer); kidney, liver, pancreas, or lung disease (excluding asthma and bronchitis); alcoholism or alcohol or drug abuse; stroke; TIA; Alzheimer's or hospitalized for any mental or nervous system disorder; or have you attempted suicide? ☐ Yes ☐ No

3. Within the past 5 years have you: been in prison or convicted of a felony; had a driver's license suspended or revoked; been convicted of driving while intoxicated (DWI) or driving under the influence (DUI); received treatment by a home health care provider; or admitted to or confined in a hospital, nursing home, extended care or special treatment facility for any condition other than child birth? ☐ Yes ☐ No

4. Within the past 3 years, have you been diagnosed, treated, tested positive for, or been given medical advice by a member of the medical profession for: high blood pressure; diabetes; asthma; or chronic bronchitis? If "yes" provide details (dates of treatment, test results, diagnoses, medications, etc.): _____ ☐ Yes ☐ No

5. Within the past 2 years have you been: disabled or missed 10 or more consecutive days of work due to illness; advised to have any test or treatment that has not been performed; advised to take any medication that you are not now taking; or needed help with dressing, eating, walking or breathing (including the use of oxygen)? If "yes" provide details (dates of treatment, test results, diagnoses, medications, etc.): _____ ☐ Yes ☐ No

YOUR BENEFICIARY AND AMOUNT OF COVERAGE

Plan: Term to age 80 (7) Amount: ☐ $250,000 ☐ $150,000 ☐ $100,000 ☐ Other: $ _____

Beneficiary: _____ Relationship: _____

If no beneficiary survives the owner, or none is named, payment will be made to the owner's estate.

If Beneficiary is not a relative, please explain insurable interest: _____

Automatic Premium Loan Provision Requested? ☐ Yes ☐ No

Do you intend to replace, discontinue, or change any existing life insurance policy? ☐ Yes ☐ No

If Yes, name of company and policy number(s): _____ Amount: _____

PAYMENT SELECTION

I authorize the collection of premiums in accordance with the payment method selected, unless instructed otherwise.

1. ☐ Automatic monthly deductions from my checking or savings account. (Enclose a numbered deposit slip or voided check.)
2. ☐ Charge monthly premiums to my: ☐ Visa ☐ MasterCard ☐ Discover ☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐ ☐☐/☐☐
   Visa, MasterCard or Discover Account Number Exp. Date
3. ☐ Bill me. (Send no money now.)

AUTHORIZATION TO OBTAIN, RELEASE AND DISCLOSE MEDICAL INFORMATION AND AGREEMENTS

I authorize any physician, medical provider, hospital, clinic, medical facility, insurance company, insurance support organization, pharmacy, pharmacy benefit manager, laboratory, paramedical facility and MIB, Inc., to provide to American National Insurance Company (ANICO) or to any agent, attorney, consumer reporting agency or administrator, including medical record retrieval service, acting on ANICO's or its reinsurers' behalf, information concerning advice, care or treatment sought by or provided to me and/or any other applicant for coverage, including information relating to medical history, medical conditions, treatment, hospitalizations or confinements, ailments, and/or drugs, alcohol or tobacco usage of the applicants(s). It is understood that: ANICO or its reinsurers, attorneys or medical director may disclose such information to the aforementioned parties for underwriting, record clarification or explanation, and/or in response to litigation, summons or subpoenas. I understand that after this information is disclosed, the recipient may redisclose it resulting in loss of protection by federal regulations. I understand: a) such information will be used by ANICO for underwriting and insurability decisions; b) I may refuse to sign this authorization and that my refusal will affect my ability to obtain insurance; c) a copy of this authorization is as valid as the original; d) any authorized representative of the proposed insured may obtain a copy of this authorization on request; e) this authorization is valid for 24 months from the date signed; f) I may inspect or copy any information used or disclosed under this authorization; g) and I may revoke the authorization at any time, except to the extent that action has been taken in reliance thereon, by sending written notice to: ANICO at the above address. I have received the Exchange of Information Notice.

I declare that the answers and statements to the questions above are complete and true to the best of my knowledge and belief. I understand and agree: that the answers and statements will be relied upon by ANICO in determing whether to issue coverage and the amount of the premium; and that ANICO will have no liability until a policy is issued, delivered to and accepted by me; and the first premium due is paid in full while I am alive and in the same health condition as described above. I have read the Consumer Disclosure on the Sale of Insurance accompanying this application.

FRAUD WARNING: Any person who knowingly presents a false or fraudulent claim for payment of a loss of benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Signature of Applicant : X _____ **Date X** _____/_____/_____

10291-AR

MEMORANDUM OF VARIABLE MATERIAL FOR
Form NPWL09-DPVG
February 2, 2010

This memorandum was prepared for use with Form NPWL09DM-DPVG, a specifications page used in conjunction with an individual whole life policy (Form NPWL09DM) for American National Insurance Company.

Variable material contained within the form denoted by use of brackets.

Variable Material

The form contains the following variable fields, considered illustrative:

Policy Number – will be a unique identifying number systematically assigned by the company.

Issue Date – will be the date the policy was issued by the company.

Owner – will be the Owner's name as provided in the application.

Face Amount – will be the policy's face amount. The applicable range for this product is minimum $2,500 and maximum $150,000.

Insured Name – will be the Insured's name as provided in the application.

Issue Age – will be the Insured's age. The applicable range for this product is a minimum of 15 and maximum of 85.

Sex – the policy is issued on a sex distinct basis. The applicable values for this field will be male or female.

Table of Nonforfeiture Values: Cash or Loan Value, Paid Up Insurance, Extended Insurance – will change in accordance with the face amount, the insured's information, and any applied ratings.

The information printed in the above fields will vary on an individual basis, and where applicable will be as stated in the application. The information within the fields will be established on the date of issue and will not change during the lifetime of the policy, with the exception of the Owner's name, which can be changed in accordance with the policy's provisions.

The additional variable fields are as follows:

Class – will display the class of the Insured. The applicable values for this field are:
Standard Non-Smoker
Standard Smoker

Rating – If a rating is applied to the policy, the "Rating" field name, and the applied rating type will display. The possible rating that can be applied is:
Table 1 through 6

Rating Expiry Date – If a rating, as described above, is applied, the "Rating Expiry Date" field will also display. This filed will display the date on which the rating will cease. If the rating is permanent, the date will be the same as the Term Expiry Date.

Form - The Form number field contains a variable notation for the suffix of the policy form number. This is a special item. This product filing is submitted across multiple states. In some instances, a special state variation of the policy form, specific to one state, may be required. In such event, the 'special' policy form will be assigned a new form number, specific to that state. The special state indicator is a two-digit, numerical state code. If a special state variation is not required, no suffix is added. In no event will an unapproved form number be used, the form number will only be varied at the state level.

Maturity Date – the policy's maturity date is the policy anniversary following the Insured's 121st birthday.

Initial Annual Premium – will be the Initial Annual Premium for the policy issued. This amount is based on the Insured's information, the face amount of the policy, any applied ratings, and includes the amount of the policy fee.

Premium Paying Period (Years) – the total number of years premiums are payable. This number will be equal to the number of years until the policy year following the Insured's 121st birthday.

Rider Information – if any riders are present, the rider name, form number, premium, and years payable will be displayed following the base policy's information. At this time, no riders have been filed for approval. When a rider is filed for approval, a sample data page with the appropriate information displayed will be submitted. The information is shown on the submitted data page as an illustrative element only at this time.

Total Initial Annual Premium – is the total amount of initial premium which is a sum of the base policy plus any riders and/or supplemental benefits.

Policy Fee Amount – the policy fee for this product is currently $48.00. While we do not foresee changing the amount of the fee with any frequency, it is filed as variable to allow for changes at the policy level. A reasonable range for the policy fee would be $0 (no policy fee) to $100.00.

Current Premium Mode – will display the premium mode selected at the time of issue by the owner. Applicable ranges for the mode is: Annual, Semi-Annual, Quarterly, or Special Monthly.

Modal Premium Amounts – will display the amount of premiums based on the available premium modes. Amounts shown will include the applicable policy fee.

"Years" – the modal premium amounts will be shown for the duration applicable. For example, if a temporary rating was applied to the policy for 5 years, the modal premiums for years 1-5 would be displayed in one row, and the modal premiums for remaining years, after the temporary rating expired, would be displayed in the following row. The same would apply for any rider premium that may cease during the lifetime of the policy.

Nonforfeiture Factor – the nonforfeiture factor is calculated based on the underlying cash value mortality table, nonforfeiture interest rate, and interest function (continuous). The percentage in this field will change to display the actual nonforfeiture factor on a policy level.

Nonforfeiture Interest Rate – this field will only change if the nonforfeiture rate as defined in the Standard Nonforfeiture Law decreased below the currently value on the data page.

The above listed variable fields will only be updated in accordance with the department's standards regarding Variability of Information, and when applicable will be filed for prior approval.

Any change or modification will be limited to only new issues and shall not apply to in force policies.

We certify to the following:

- The final form issued to the consumer will not contain brackets denoting variable text;
- Any variable text included in this Statement of Variability will be effective only for future issues;

- The use of variable text will be administered in a uniform and non-discriminatory manner, and will not result in unfair discrimination;
- Only text included in this Statement will be allowed to be used on the referenced forms received by consumers; and
- Any changes to variable or permissible ranges of values will be submitted for approval prior to implementation.

AMERICAN NATIONAL

MEMORANDUM OF VARIABLE MATERIAL FOR
Form NPWL09DM
February 2, 2010

This memorandum was prepared for use with Form NPWL09DM, an individual whole life policy for American National Insurance Company.

Variable material contained within the form denoted by use of brackets.

Variable Material

The form contains the following permissible variable material:

Home Office Address
Administrative Office Address
Business (telephone number)
Officer Names, Titles, and Signatures

The above noted items, if changed, will be changed in accordance with department standards. It is understood that the items noted above may be changed without notice or prior approval.

The form also contains the following variable fields, considered illustrative:

Insured
Face Amount
Policy Number
Issue Date

The information printed in the above fields will vary on an individual basis. The information within the field will be established on the date of issue and will not change during the lifetime of the policy.

We certify to the following:

- The final form issued to the consumer will not contain brackets denoting variable text;
- Any variable text included in this Statement of Variability will be effective only for future issues;
- The use of variable text will be administered in a uniform and non-discriminatory manner, and will not result in unfair discrimination;
- Only text included in this Statement will be allowed to be used on the referenced forms received by consumers; and
- Any changes to variable or permissible ranges of values will be submitted for approval prior to implementation.