

SERFF Tracking Number: FRCS-126513845 State: Arkansas  
Filing Company: American Continental Insurance Company State Tracking Number: 44978  
Company Tracking Number: 5047  
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life  
Product Name: Final Expense Products  
Project Name/Number: AMCONT/61/61

## Filing at a Glance

Company: American Continental Insurance Company

Product Name: Final Expense Products

TOI: L071 Individual Life - Whole

Sub-TOI: L071.101 Fixed/Indeterminate  
Premium - Single Life

Filing Type: Form

SERFF Tr Num: FRCS-126513845 State: Arkansas

SERFF Status: Closed-Approved-  
Closed State Tr Num: 44978

Co Tr Num: 5047

State Status: Approved-Closed

Authors: Jana Ellmaker, Aaron  
Clark

Date Submitted: 02/23/2010

Reviewer(s): Linda Bird

Disposition Date: 02/25/2010

Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

State Filing Description:

Implementation Date:

## General Information

Project Name: AMCONT/61

Project Number: 61

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 02/25/2010

Deemer Date:

Submitted By: Jana Ellmaker

Filing Description:

We have been retained by American Continental Insurance Company to file the enclosed forms for approval in your state.

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: Submitted on or  
about this same date.

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 02/25/2010

Created By: Aaron Clark

Corresponding Filing Tracking Number:

Our fee of \$100 has been sent by EFT on this same date.

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The Company offers their assurances that the information required by Section 23-79-138 and the Guaranty Association notice required by Regulation 49 will be provided.

These forms are new and are not intended to replace any previously approved forms.

This policy is a whole life policy providing a level death benefit to age 120. Premiums are guaranteed and are payable for life. Issue ages are 45-89.

The enclosed application ACIFE0411AR 021810 will be used when applying for this policy.

Any variable material within the policy forms is indicated by brackets. This variable material is John Doe information. Your Department phone number, on page 3, is also bracketed. When issued, the policy will reflect your current phone number.

This policy will not be marketed with a sales illustration. It will be marketed to individuals by licensed independent agents. Sales are targeted to the final expense market.

The forms are in final printed form subject only to changes in font style, margins, page numbers, ink and paper stock. All content will remain identical to the approved forms. Printing standards will never be less than required by your state.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

## Company and Contact

### Filing Contact Information

Aaron Clark, Technician aaron.clark@firstconsulting.com  
1020 Central 800-927-2730 [Phone] 2835 [Ext]  
Suite 201 816-391-2755 [FAX]  
Kansas City, MO 64105

### Filing Company Information

(This filing was made by a third party - FC01)

American Continental Insurance Company CoCode: 12321 State of Domicile: Tennessee  
101 Continental Place Group Code: 4011 Company Type:  
Brentwood, TN 37027 Group Name: Genworth Financial, State ID Number:  
Inc.  
(800) 264-4000 ext. [Phone] FEIN Number: 20-2901054

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**Filing Fees**

Fee Required? Yes  
Fee Amount: \$100.00  
Retaliatory? No  
Fee Explanation: \$50.00 per form times two forms equals \$100.00.  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Continental Insurance Company	\$100.00	02/23/2010	34401385

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/25/2010	02/25/2010

*SERFF Tracking Number:* FRCS-126513845      *State:* Arkansas  
*Filing Company:* American Continental Insurance Company      *State Tracking Number:* 44978  
*Company Tracking Number:* 5047  
*TOI:* L071 Individual Life - Whole      *Sub-TOI:* L071.101 Fixed/Indeterminate Premium - Single Life  
  
*Product Name:* Final Expense Products  
*Project Name/Number:* AMCONT/61/61

## **Disposition**

Disposition Date: 02/25/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: FRCS-126513845 State: Arkansas  
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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	Certification of Compliance		Yes
Supporting Document	Authorization		Yes
Form	Whole Life Insurance Policy		Yes
Form	Whole Life Application		Yes

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## Form Schedule

Lead Form Number: ACIWLL10AR

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	ACIWLL10AR	Policy/Cont	Whole Life Insurance Initial ract/Fratern Policy al Certificate	Initial		47.000	ACIWLL10AR.pdf
	ACIFE0411AR 021810	Application/Whole Life Enrollment	Application Form	Initial		50.000	ACIFE0411AR APPLICATION FNLEX AR.pdf

**American Continental Insurance Company**

A Genworth Financial Company  
www.genworth.com

Home Office  
101 Continental Place  
Brentwood, Tennessee 37027-5033  
1-800-264-4000

**A STOCK COMPANY**

Will pay the Beneficiary the death proceeds as defined in this Policy. Payment will not be made until all of the following have been received at the home office:

- due proof that the Insured died while this Policy was in force in the form of a certified copy of the death certificate of the Insured or other lawful evidence providing equivalent information.
- proof of the claimant’s interest in the proceeds.

Any payment is subject to the provisions on this page and on the following pages.

The consideration for this Policy is the application and payment of the initial Total Premium on or before policy delivery.

**RIGHT TO CANCEL**

**The Owner may return this Policy within 30 days after its delivery by taking it or mailing it to the Company or to the agent through whom it was purchased. Immediately upon delivery or mailing, this Policy will be deemed void from the beginning. Any premium paid will be returned.**

Contact American Continental Insurance Company at:  
101 Continental Place, Brentwood, TN 37027-5033  
1-800-264-4000 or phs.brentwood@genworth.com

Signed at the home office at 101 Continental Place, Brentwood, Tennessee on the Date of Issue.



President



Secretary

**WHOLE LIFE INSURANCE POLICY  
Death Proceeds Payable at Death  
Premiums Payable during Insured’s Lifetime  
Nonparticipating – No Dividends**

**Insured [JOHN DOE]  
Face Amount \$ [10,000]  
Total Annual  
Premium \$ [670.00]**

**[020-00-0000X] Policy Number  
[MM-DD-YYYY] Policy Effective Date  
[MM-DD-YYYY] Date of Issue**

This Policy is a legal contract between the Owner and American Continental Insurance Company.

READ YOUR POLICY CAREFULLY.

## TABLE OF CONTENTS

<b>SCHEDULE</b> .....	3, 4	<b>INSURANCE PROVISIONS</b>	
<b>GENERAL PROVISIONS</b>		Amount of the Death Proceeds .....	8
The Contract .....	5	<b>NONFORFEITURE PROVISIONS</b>	
Policy Effective Date .....	5	Policy Value .....	8
Owner and Beneficiary.....	5	Interest Rate .....	8
Change of Owner and Beneficiary.....	5, 6	Net Cash Surrender Value .....	8
Assignment .....	6	Nonforfeiture Options .....	8
Misstatement .....	6	Policy Surrender.....	9
Age.....	6	Paid-Up Insurance .....	9
Suicide .....	6	Extended Term Insurance.....	9
Incontestability .....	6	Automatic Option.....	9
Payment of Proceeds.....	6	Basis of Guaranteed Policy Values .....	9
Nonparticipating .....	6	Table of Guaranteed	
Conformity with State Law .....	6	Nonforfeiture Values.....	9
<b>PREMIUM PROVISIONS</b>		<b>POLICY LOANS</b>	
Premium Payments.....	7	Cash Loan .....	9
Refund of Premium .....	7	Deferral.....	10
Grace Period.....	7	Interest and Repayment .....	10
Automatic Premium Loan .....	7	<b>POLICY PROCEEDS</b>	
Reinstatement.....	7, 8	Policy Proceeds.....	10

SCHEDULE

Benefit	Annual Premium	Premium Period
Whole Life [Riders]:	ACIWLL10 \$ [630.00 ] \$ [0.00 ]	Policy Years [1 - 55] [ N/A ]
[Total Rider Premium]	\$ [0.00 ]	[ N/A ]
Annual Administrative Fee	\$ [40.00 ]	Policy Years [1 - 55]
Total Annual Premium	\$ [670.00 ]	Policy Years [1 - 55]

MODAL PREMIUMS (includes annual administrative fee on a prorated basis)

ANNUALLY	\$ [670.00]	QUARTERLY	\$ [167.50]
SEMI-ANNUALLY	\$ [335.00]	MONTHLY BANK DRAFT	\$ [ 55.83]

ISSUED IN: ARKANSAS  
INSURANCE DEPARTMENT: [1-800-YYY-YYYY]

Insured	[JOHN DOE]	[020-00-0000X]	Policy Number
Face Amount	[\$10,000]	[MM-DD-YYYY]	Policy Effective Date
Premium	[\$670.00]		
Underwriting Class	[PREFERRED]	[MM-DD-YYYY]	Date of Issue
Age Last Birthday	[ 65 ]	[MM-DD-YYYY]	Maturity Date

Beneficiary [AS DESIGNATED IN THE APPLICATION OR AS SUBSEQUENTLY CHANGED BY THE OWNER]

Owner [AS DESIGNATED IN THE APPLICATION OR AS SUBSEQUENTLY CHANGED BY THE OWNER]

The Beneficiary and Owner are subject to change as provided herein.

Table Of Guaranteed Values

End of Policy Year	Guaranteed Cash Surrender Value	Paid-Up Insurance	Extended Term Insurance	
			Years	Days
1	\$0.00	\$0	0	0
2	\$0.00	\$0	0	0
3	\$298.20	\$580	1	174
4	\$607.20	\$1,150	2	260
5	\$920.80	\$1,700	3	249
6	\$1,237.80	\$2,220	4	166
7	\$1,555.60	\$2,710	5	26
8	\$1,872.50	\$3,170	5	201
9	\$2,188.80	\$3,610	5	330
10	\$2,504.90	\$4,020	6	58
11	\$2,820.70	\$4,420	6	122
12	\$3,135.10	\$4,790	6	163
13	\$3,446.00	\$5,150	6	185
14	\$3,750.90	\$5,470	6	191
15	\$4,048.40	\$5,780	6	182
16	\$4,337.00	\$6,070	6	160
17	\$4,616.40	\$6,330	6	128
18	\$4,887.60	\$6,580	6	87
19	\$5,150.00	\$6,820	6	38
20	\$5,402.20	\$7,030	5	351
25 (AGE 90)	\$6,460.70	\$7,860	5	90
27 (AGE 92)	\$6,789.80	\$8,100	4	341
30 (AGE 95)	\$7,212.00	\$8,390	4	196
35 (AGE 100)	\$7,756.80	\$8,750	3	308
55 (AGE 120)	\$10,000.00	\$10,000	N/A	N/A]

**Interest Rates**

Nonforfeiture Values – 5% per year, compounded annually

Reinstatement – 6% per year, compounded annually

Policy Loan Interest Rates Charged –The rate charged will be 7.4% per year in advance.

**Mortality Tables**

All guaranteed cash surrender values and single premium rates referred to in the policy are based on the Commissioners 2001 Standard Ordinary Table, Age Last Birthday, using the nonforfeiture interest rate specified above.

## GENERAL PROVISIONS

### THE CONTRACT

The entire contract consists of:

- this Policy, including any applicable endorsements and riders;
- the application;
- any supplemental application; and
- any application for reinstatement.

Any application includes all parts of the application itself and any other forms designated by the Company to be part of the application. The application is evidenced by the copy that was attached to this Policy at issue or delivery. Any supplemental application or application for reinstatement will be evidenced by the copy sent to the Owner for attachment to this Policy following Company approval. For purposes of this section, any applications sent to the Owner will be considered to have been attached to this Policy at issue or delivery.

All statements made in an application are, in the absence of fraud, deemed representations and not warranties. No statement will void this Policy or be used in defense of a claim unless it is contained in an application attached to, or considered to have been attached to, this Policy when issued or delivered.

Only the President, a Senior Vice President, or the Secretary of the Company can change or waive any provision of this Policy. Any change or waiver must be made in writing.

### POLICY EFFECTIVE DATE

Policy anniversaries, policy years, and policy months are measured from the Policy Effective Date. The first policy year begins on the Policy Effective Date.

Subsequent policy years begin on the same date each year thereafter. A policy anniversary occurs at the beginning of each policy year after the first policy year.

The first policy month begins on the Policy Effective Date. Subsequent policy months begin on the same day of the month as the Policy Effective Date.

### OWNER AND BENEFICIARY

The designations of Owner and Beneficiary are as shown in the application or a notice of change that has been received at the home office in a form acceptable to the Company. The designation of Contingent Owner is shown in the application or as subsequently elected by the Owner in a written notice received at the home office in a form acceptable to the Company. If the Insured becomes the Owner, any designation of Contingent Owner is void.

The Owner has all rights stated in this Policy. The Owner may amend this Policy during the Insured's lifetime with the Company's consent. The rights of the Owner are subject to the rights of an irrevocable beneficiary.

If the Owner is other than the Insured and the Owner dies during the Insured's lifetime, all rights of the Owner vest in the Contingent Owner, if living or in existence, and the Contingent Owner becomes the Owner. If the Contingent Owner is not alive or in existence at the Owner's death, all ownership rights vest in the Owner's estate or successors.

The interest of a beneficiary terminates if the beneficiary dies or ceases to exist before the Insured dies. If no beneficiary survives or is in existence at the Insured's death, payment will be made to the Owner or the Owner's estate or successors.

### CHANGE OF OWNER AND BENEFICIARY

The Owner may change the designations of Owner, Contingent Owner, and Beneficiary during the Insured's lifetime. Any change is subject to the consent of an irrevocable beneficiary. If the designation of Owner is changed, any existing revocable Beneficiary designations and any Contingent Owner designation are automatically revoked; however, any existing irrevocable Beneficiary designation will be revoked only with that Beneficiary's consent.

Written notice of change of the Owner, Contingent Owner, and Beneficiary must be received at the home office in a form acceptable to the Company. The new designation will then take effect as of the date the Owner signed the notice. Such a change does not affect any payment made or other action taken by the Company before the notice is received.

**ASSIGNMENT**

The Company is not responsible for the validity or effect of any assignment of this Policy. Any assignment shall take effect on the date the notice of assignment is signed by the Owner. No assignment, however, will bind the Company until it is received at the home office.

**MISSTATEMENT**

If the Insured's age or sex is misstated, the Company will adjust the proceeds to that amount which the Annual Premium would have purchased based on the corrected information.

**AGE**

"Attained age" is the age on the last birthday.

**SUICIDE**

If the Insured, while sane or insane, dies by suicide within two years after the Policy Effective Date shown in the Schedule, the death proceeds under this Policy will be an amount equal to:

- the premiums paid; less
- the loan balance as of the date of death.

These proceeds may be adjusted as explained in the Amount of the Death Proceeds section.

**INCONTESTABILITY**

With respect to statements made in the application, this Policy is not contestable after it has been in force during the Insured's lifetime for a period of two years beginning with the Policy Effective Date shown in the Schedule. With respect to statements made in a supplemental application, the applicable policy change is not contestable after it has been in force during the Insured's lifetime for a period of two years beginning with its effective date. With respect to statements made in an application for reinstatement, this Policy is not contestable after it has been in force during the Insured's lifetime for a period of two years beginning with the date of reinstatement.

The Incontestability provision will not apply in the case of non-payment of premium or fraud in the procurement of the policy.

**PAYMENT OF PROCEEDS**

Proceeds means:

- the amount that becomes payable upon the Insured's death; or
- the amount that becomes payable upon surrender of this Policy.

The proceeds will be paid from the home office. This Policy must be returned to the Company. The proceeds will be paid in one sum.

If the Insured is living on the Maturity Date, shown in the Schedule, and this Policy is in force, the Company will pay the net cash value to the Owner in one sum.

**NONPARTICIPATING**

This Policy does not share in any distribution of surplus. No dividends are payable.

**CONFORMITY WITH STATE LAW**

Any provision of this policy that on the effective date of this Policy is in conflict with the requirements of applicable state law or regulation is amended to conform to the minimum requirements as of the effective date of this Policy.

## PREMIUM PROVISIONS

### PREMIUM PAYMENTS

Each premium after the first is payable in advance at the home office or at the Company's premium payment address.

The Owner may change the mode of premium payment with the Company's consent. Written notice must be filed at the home office. The modes available are annual, semiannual, and quarterly. Premiums may also be paid by monthly bank draft.

### REFUND OF PREMIUM

No premium refunds will be made except as specifically stated in this Policy.

### GRACE PERIOD

A grace period of 31 days is provided under this Policy for payment of any premium after the first. This Policy and any riders will stay in force during a grace period. If a premium is not paid by the end of the grace period, this Policy and any riders will terminate as of the date this Policy entered the grace period. Policy termination is subject to the Nonforfeiture Options section of this Policy.

This Policy will enter a grace period at the beginning of a modal period if the sum of the premiums paid since the Policy Effective Date is less than the sum of the minimum modal premiums due from the Policy Effective Date to the end of that modal period. If this Policy enters a grace period, notice will be mailed to the Owner and any assignee of record at their last known addresses prior to termination. If the Insured dies during a grace period, the premium required to keep this Policy in force to the end of the policy month of death will be deducted from the proceeds.

### AUTOMATIC PREMIUM LOAN

This option may be elected in the application. It may also be elected by written notice received at the home office before the end of the grace period. The Owner may revoke the election by written notice to the home office.

If elected, this option provides automatic payment by policy loan of the premium for the mode then in effect. The loan will be made at the end of the grace period. After two consecutive premiums have been paid by loan, the Company may change to a less frequent mode of premium payment if there is sufficient value.

If there is not sufficient value to advance the premium as a policy loan, no automatic premium loan will be made. Any remaining value will be applied under the Nonforfeiture Options.

While this Policy remains in force, the Owner may resume premium payments without furnishing evidence of insurability.

### REINSTATEMENT

This Policy may be reinstated unless:

- it has been surrendered;
- the period of extended term insurance has expired; or
- the loan balance has exceeded the guaranteed cash surrender value.

To reinstate, the following must be received at the home office within five years after the date as of which this Policy entered the grace period:

- evidence of insurability satisfactory to the Company showing that the Insured is still insurable at the Premium Class applicable on the Policy Effective Date;
- payment of all past-due modal premiums with interest calculated from the due date of each at the Reinstatement interest rate shown in the Schedule; and
- payment or reinstatement of any loan balance, including interest from the date this Policy entered the grace period to the date of reinstatement at the applicable policy loan interest rates.

After the Company has approved the application for reinstatement, this Policy will be reinstated on the day the above conditions are satisfied, which is the date of reinstatement. The Face Amount on the date this Policy is reinstated will be equal to the Face Amount at the beginning of the grace period. The Guaranteed Cash Surrender Value on the date this Policy is reinstated, if applicable, is brought forward assuming that all past-due modal premiums are paid on their respective due dates. The Loan Balance on the date this Policy is reinstated, if not repaid at reinstatement, is the Loan Balance at the beginning of the grace period brought forward with interest at the applicable policy loan interest rate.

## **INSURANCE PROVISIONS**

### **AMOUNT OF THE DEATH PROCEEDS**

The proceeds payable at the death of the Insured will be:

- the Face Amount shown in the Schedule; less
- the loan balance as of the date of death.

The premiums received at the home office for any period beyond the policy month of death will be paid in addition to the death proceeds.

The death proceeds will also be adjusted due to any of the following:

- a successful contest of this Policy in accordance with the Incontestability section;
- misstatement as explained in the Misstatement section; and
- death during the grace period as explained in the Grace Period section.

If the Insured dies by suicide, the amount of the death proceeds may be determined in accordance with the Suicide section.

If the death proceeds are not paid within 30 days from the date the Company receives written due proof of death of the Insured, interest on the death proceeds will be paid at 8% per year.

## **NONFORFEITURE PROVISIONS**

### **POLICY VALUE**

The guaranteed cash surrender values of this Policy are shown in the Table of Values in the Schedule. The guaranteed cash surrender values shown are as of the end of the Policy Year when all premium payments due have been made and when there are no loans. Guaranteed cash surrender values during the Policy Year are determined by allowing for time elapsed and premium payments made during that Year.

### **INTEREST RATE**

The guaranteed interest rate used in the calculation of the policy values is shown in the Schedule.

### **NET CASH SURRENDER VALUE**

The net cash surrender value of this Policy is determined by subtracting the loan balance from the guaranteed cash surrender value. If the policy is surrendered during the grace period, the premium required to keep this Policy in force to the end of the policy month of surrender will also be deducted.

### **NONFORFEITURE OPTIONS**

A nonforfeiture option may be elected by written notice during the Insured's lifetime. The effective date of a nonforfeiture option will be:

- the date the notice was signed if the notice is received at the home office within 30 days after the date it was signed; or
- the date the notice is received if the notice is received more than 30 days after the date it was signed; or
- the beginning of the grace period when this Policy has entered the grace period and the notice is received at home office within 60 days as measured from the beginning of the grace period; or
- the beginning of the grace period when the option is the Automatic Option.

The following options apply if this Policy has a guaranteed cash surrender value.

**Policy Surrender** The Owner may surrender this Policy. The net cash surrender value on the effective date of this option will be the amount payable upon surrender. For paid-up or extended term insurance, this value is the net single premium at the Insured's attained age for any benefits remaining under such insurance less any loan balance. Payment may be deferred up to six months after notice is received at the home office. A surrender within 30 days after a policy anniversary will be for an amount not less than the value on such anniversary, less any loan made since the anniversary and the accrued interest on that loan.

**Paid-Up Insurance** This Policy may be continued as level paid-up insurance from the effective date of this option. The amount of this paid-up insurance will be that which the net cash surrender value on the effective date of this option will provide when applied as a net single premium at the Insured's attained age. This paid-up insurance will be payable at the same time as the insurance under this Policy. Such paid-up insurance will be subject to the applicable provisions of this Policy.

**Extended Term Insurance** This option is available if extended term insurance values are shown in the Table of Guaranteed Nonforfeiture Values in the Schedule. The insurance will be continued in force as level term insurance from the effective date of this option. The amount of extended term insurance will be the Face Amount shown in the Schedule. The period of such term insurance will be that which the net cash surrender value will provide when applied as a net single premium at the Insured's attained age.

**Automatic Option** If extended term insurance is available, the automatic option is the Extended Term Insurance option; if not, it is the Paid-Up Insurance option. The appropriate option will automatically apply when:

- a premium remains unpaid at the end of the grace period; and
- no other available option has been elected.

The Owner may elect another available option within 60 days as measured from the beginning of the grace period.

**BASIS OF  
GUARANTEED  
POLICY VALUES**

All calculations, including net single premium calculations, are based on the Mortality Tables and the Other Nonforfeiture Values interest rate shown in the Schedule. Death is assumed to occur at the end of the policy month.

**TABLE OF  
GUARANTEED  
NONFORFEITURE  
VALUES**

Values are at least equal to those required by statute in the state in which this Policy was delivered. A detailed statement of the method of computing these values has been filed with the insurance department of that state.

All values shown assume that:

- no policy loan is made; and
- an annual premium is paid each policy year.

If premiums are paid for part of the year, values will be prorated. Any values not shown will be furnished on request.

**POLICY LOANS**

**CASH LOAN**

The Company will make a loan upon the sole security and assignment of this Policy. The Owner may obtain the loan while this Policy is in force other than as extended term insurance. The amount advanced as a policy loan may not exceed:

- the guaranteed cash surrender value; less
- the loan balance on the date the loan is to be made; less
- loan interest to the end of the current policy year.

**DEFERRAL**

The Company may defer making a policy loan up to six months after written request is received at the home office; however, a loan for payment of premiums to the Company will not be deferred.

**INTEREST AND REPAYMENT**

The Policy Loan Interest Rate Charged is shown in the Schedule.

Loan interest is due annually at the end of each policy year and on the earliest of these dates:

- the date of surrender of this Policy;
- the date of termination of this Policy; and
- the date of death of the Insured.

Interest accrues daily from the date a loan is made and is compounded annually. Interest not paid when due is added to the loan and bears interest at the same rate.

All or any part of a policy loan may be repaid during the Insured's lifetime while this Policy is in force. Any amount paid to the Company that is not clearly marked as a loan repayment will be considered a premium payment.

This Policy will terminate when the loan balance exceeds the guaranteed cash surrender value. Notice of termination will be mailed to the Owner and to any assignee of record at their last known addresses.

**POLICY PROCEEDS****POLICY PROCEEDS**

Policy proceeds will be paid in a single sum.

**WHOLE LIFE INSURANCE POLICY  
Death Proceeds Payable at Death  
Premiums Payable during Insured's Lifetime  
Nonparticipating – No Dividends**



Genworth®  
Financial

101 Continental Place  
Brentwood, Tennessee 37027  
800 264.4000  
cont-life.com

# APPLICATION

## WHOLE LIFE INSURANCE

Underwritten by  
American Continental Insurance Company

Arkansas



**Genworth**<sup>®</sup>  
Financial

American Continental Insurance Company  
A Genworth Financial Company  
101 Continental Place  
Brentwood, TN 37027

# Application for Whole Life Insurance from American Continental Insurance Company

Page 1 of 5

- Please print clearly and use blue or black ink.
- Use Section 4 for additional remarks, requests, or explanations.

## 1. Proposed insured information

Full name of proposed insured *First, M.I., Last*

Address \_\_\_\_\_ Phone \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

E-mail \_\_\_\_\_ Social Security Number \_\_\_\_\_

Write the date of birth that is on the birth certificate. Birth date *mm/dd/yyyy* \_\_\_\_\_ Age \_\_\_\_\_

Height *Feet and inches* \_\_\_\_\_ Weight *Pounds* \_\_\_\_\_  Male  Female

Are you a legal resident of the United States?  Yes  No

Have you used any form of tobacco in the past 12 months?  Yes  No

## 2. Benefits, beneficiary and owner information

Initial amount of insurance applied for: \$ \_\_\_\_\_

Plan requested:  Level benefit plan Riders requested (if available): \_\_\_\_\_

If a nonforfeiture option is not selected, extended term insurance is the default. Nonforfeiture options:  Automatic premium loan  Paid-up insurance  Extended term insurance

Amount paid with this application: \$ \_\_\_\_\_

You have a choice of four payment modes for paying your premium. The Company does not charge you more based on the premium mode you select. There may be reasons, such as the time value of money, you would want to consider in making a decision on which premium mode to choose. Your agent can explain the differences in modes and help you decide which is best for you. Payment mode:  Annually  Quarterly  Semi-Annually  Monthly EFT (Electronic Funds Transfer)

Full name of primary beneficiary *First, M.I., Last* \_\_\_\_\_ Relationship to insured \_\_\_\_\_

Contingent beneficiary *First, M.I., Last* \_\_\_\_\_ Relationship to insured \_\_\_\_\_

Does the proposed insured currently have any life insurance or annuity in force?  Yes  No

Will insurance applied for in this application replace, reduce or modify premiums paid for any existing life insurance or an annuity in force?  Yes  No

If the answer to either question is "yes", please provide the information below:

Company name \_\_\_\_\_ Face amount \_\_\_\_\_ Policy number \_\_\_\_\_

# Application for Whole Life Insurance

## 3. Health questions

If any health questions are answered "yes" in Section 3, the applicant is not eligible for insurance.

- |  |                         |                         |
|--|-------------------------|-------------------------|
| <b>1. Do any of the following apply to you?</b>  |                         |                         |
| A. currently hospitalized, in a nursing facility, confined to a bed, receiving hospice care  | <input type="radio"/> Y | <input type="radio"/> N |
| B. currently dependent on a wheelchair or motorized mobility device  | <input type="radio"/> Y | <input type="radio"/> N |
| C. require use of oxygen for any lung or respiratory disorder  | <input type="radio"/> Y | <input type="radio"/> N |
| D. have been diagnosed by a medical professional to have an aneurysm that has not been surgically repaired                                 | <input type="radio"/> Y | <input type="radio"/> N |
| <b>2. At any time have you been diagnosed or treated by a medical professional or had surgery for any of the following?</b>                |                         |                         |
| A. any condition requiring bone marrow, stem cell, or organ transplant   | <input type="radio"/> Y | <input type="radio"/> N |
| B. kidney disease requiring dialysis   | <input type="radio"/> Y | <input type="radio"/> N |
| C. Alzheimer's Disease, dementia, mental incapacity  | <input type="radio"/> Y | <input type="radio"/> N |
| D. Lou Gehrig's Disease (ALS)  | <input type="radio"/> Y | <input type="radio"/> N |
| E. congestive heart failure, cardiomyopathy, Parkinson's Disease   | <input type="radio"/> Y | <input type="radio"/> N |
| F. any permanent paralysis, amputation caused by disease   | <input type="radio"/> Y | <input type="radio"/> N |
| G. a life expectancy of 12 months or less  | <input type="radio"/> Y | <input type="radio"/> N |
| H. Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC), tested positive for the Human Immunodeficiency Virus (HIV)      | <input type="radio"/> Y | <input type="radio"/> N |
| <b>3. Do you have diabetes?</b>  |                         |                         |
| A. diagnosed by a medical professional before age 40   | <input type="radio"/> Y | <input type="radio"/> N |
| B. in combination with any heart or circulatory disorder diagnosed by a medical professional (excluding high blood pressure)               | <input type="radio"/> Y | <input type="radio"/> N |
| C. requiring 40 or more units of insulin daily   | <input type="radio"/> Y | <input type="radio"/> N |
| <b>4. Within the past 24 months, have you been diagnosed or treated by a medical professional or had surgery for any of the following?</b> |                         |                         |
| A. aneurysm, heart attack, any circulatory disorder, stroke or transient ischemic attack (TIA)   | <input type="radio"/> Y | <input type="radio"/> N |
| B. emphysema, chronic obstructive pulmonary disease (COPD)   | <input type="radio"/> Y | <input type="radio"/> N |
| C. any lung or respiratory disorder and currently use tobacco  | <input type="radio"/> Y | <input type="radio"/> N |
| D. internal cancer, melanoma, lymphoma, multiple myeloma, leukemia, systemic lupus (SLE)   | <input type="radio"/> Y | <input type="radio"/> N |
| E. chronic pancreatitis, chronic hepatitis, cirrhosis  | <input type="radio"/> Y | <input type="radio"/> N |
| F. neuromuscular disorder including, but not limited to, cerebral palsy, multiple sclerosis, muscular dystrophy                            | <input type="radio"/> Y | <input type="radio"/> N |
| G. any connective tissue disorder, ulcerative colitis, Crohn's Disease   | <input type="radio"/> Y | <input type="radio"/> N |
| <b>5. Within the past 12 months, have you been recommended by a medical professional to have any of the following?</b>                     |                         |                         |
| A. treatment or counseling for alcohol or drug abuse   | <input type="radio"/> Y | <input type="radio"/> N |
| B. test, surgery, treatment or further evaluation that has not been performed or are there any test results pending                        | <input type="radio"/> Y | <input type="radio"/> N |

# Application for Whole Life Insurance

## 4. Remarks

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.....  
.....  
.....

## 5. Privacy notice

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Your application and telephone interview are American Continental Insurance Company's primary sources of information in determining whether to provide coverage to you. The Company, its affiliates, or its reinsurer(s) may also in certain circumstances release information collected by us to third parties without authorization from you. Upon written request, we will provide you with the information contained in your file. Should you wish to request correction, amendment or deletion of any information in your file, which you believe inaccurate, please contact us and we will advise you of the necessary procedures.

## 6. Producer compensation

---

When you purchase insurance from us, we pay compensation to the licensed agent, who represents us for such limited purposes as taking your insurance application, collecting your initial premiums and delivering your policy, and to any intermediaries through which the licensed agent works. This compensation may include commissions when a policy is purchased or renewed, and fees for marketing and administrative services and educational opportunities. The compensation may vary by the type of insurance purchased, or the particular features included with your policy. Additionally, some licensed agents and/or their intermediaries may also receive discounts on their own policy premiums and bonuses, and incentive trips or prizes associated with sales contests based on sales criteria, such as the overall sales volume of an agent or intermediary with our companies, or for the percentage of completed sales. (Generally, this will not be the case for registered variable insurance products or for fixed products sold through banks or broker-dealers.) Intermediaries may also pay compensation directly to the licensed agent. If the licensed insurance agent can sell insurance policies from other insurance carriers, those carriers may pay compensation that differs from ours.

## 7. Applicant agreement

---

I hereby apply to American Continental Insurance Company for a policy to be issued in reliance on my answers to the questions in this application. The applicant and agent represent that the applicant has read, or had read to applicant, the completed application, and the applicant understands that any false statements or misrepresentations made in the application may result in loss of coverage under the policy to which this application is a part.

I, the applicant, represent that the statements and answers given in the application are true, complete and correctly recorded to the best of my knowledge and belief. I agree that no insurance shall be in effect until the application has been accepted and approved by the Company and the first full modal premium has been paid. I understand that no insurance agent is authorized to waive any part of any answer on the application, to approve insurability, make or modify any contract or waive any of the Company's rights or requirements.

I understand and agree that, if I choose to pay my premium by electronic funds transfer (EFT) from my checking or savings account, I am accepting the terms and conditions of the EFT authorization attached to this application.

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

Applicant signature

Date signed

**X**

.

Owner signature (if not proposed insured)

**X**

Signed in *City and State*

.

# Application for Whole Life Insurance

## 8. Account information

Complete this section if you are requesting electronic funds transfer (EFT) for premium payment.

Include a voided check with the application.

Proposed insured's name

•

Account owner name, if different than proposed insured's

•

Account owner relationship to proposed insured:

Business owned

by proposed insured

Living trust

Power of Attorney

Employer

Conservator/guardian

Family member; specify

Financial institution name

•

Checking

Savings

Routing number

•

Account number

•

This is an example of a personal check. A business check may be different.

For all other checks, use the nine-character bank **routing number**, which appears between the **||** symbols, usually at the bottom left corner of the check.

John Henry Doe  
PH. 000-000-0000  
1234 Any Street  
Mycity, TN 00000

Date \_\_\_\_\_

Pay to the Order of \_\_\_\_\_ \$ \_\_\_\_\_ Dollars

Local Bank, Mycity, TN

ACH RT 012345678

For \_\_\_\_\_

987654321 123456789 001234

For checks with an **ACH RT (Automated Clearing House Routing) number**, please use this number.

The **account number** is up to 17 characters long and appears next to the **||** symbol at the bottom of the check and usually to the right of the bank routing number.

## 9. Electronic funds transfer (EFT) authorization

I understand and accept these terms and conditions:

- We are authorized to withdraw funds periodically from your account to pay insurance premiums for the insured.
- If your financial institution does not honor an EFT request, we will NOT consider your premium paid.
- If your financial institution does not honor an EFT request, we may make a second attempt within five business days.
- We have the right to end EFT payments at any time and bill you directly either quarterly or less frequently for premiums due.
- Information as to each EFT charge will be provided by entry on your account statement or by any other means provided by your financial institution. You will not receive premium notices from us.
- If you want to cancel or change this authorization, you must contact us at least three business days before a scheduled withdrawal.
- Any refund of unearned premium will be made to the policy owner or the policy owner's estate.

Signature only required if the account owner is different than the proposed insured.

Signature of account owner

Date

X

•

# Application for Whole Life Insurance

## 10. Agent Statement

Number 4 is applicable only if agent has personally recorded the information on the application.

I represent the following:

1. That the insurance being applied for is suitable for the owner's insurance needs.
2. I have explained to the applicant the premium mode options.
3. I have provided all required forms on or before the date the application was taken.
4. I have accurately recorded the information supplied by the applicant.

Does the proposed insured have any existing life insurance or annuity contracts?  Yes  No

Will the policy applied for be a replacement or change existing life insurance or an annuity?  Yes  No

If the answer to either question is "yes", have you complied with the requirements of the Company and your state regarding this replacement?  Yes  No

The writing number reflects where commissions will be paid.

Agent name <i>Printed</i>	Writing number (agent or company)
.....	.....
Agent signature	
<b>X</b>	
Phone	E-mail
.....	.....

## 11. Agent request to split commissions

This section must be completed with this application in order to split commissions.

If this application results in an issued policy through American Continental Insurance Company (ACI), the agents listed below have agreed to split the commissions earned on the policy.

- Both agents must be properly licensed and appointed with ACI in the policy's state of issue.
- Split commissions are calculated as a percentage of commissionable premium and will apply while the policy remains in force.
- The percentage of the premium split can be for any amount but must be stated in whole numbers and total 100%. (For example, the percentage for the premium split can be from 1% to 99% but cannot be 0% or 100%.)
- Calculation of each agent's commissions are based on their respective ACI commission schedule.

Writing agent <i>Printed</i>	Percentage
.....	..... %
Secondary agent <i>Printed</i>	Writing number
.....	..... %

By signing this form, the writing agent agrees to split his/her commission with the secondary agent as indicated above.

Writing agent signature

**X**

.....



Genworth®  
Financial

American Continental Insurance Company  
A Genworth Financial Company  
101 Continental Place  
Brentwood, TN 37027

800 264.4000  
cont-life.com  
office hours 7:30 a.m. - 4:30 p.m. CST

# Receipt

from American Continental Insurance Company

Page 1 of 1

- Print clearly and use blue or black ink.
- Applicant keeps this receipt for their records.

Proposed insured's name *Printed*

Date of application

•

•

Initial payment collected (if applicable)

\$

Check

Money order

EFT draft amount

\$

This acknowledges receipt of your application for an American Continental Insurance Company Whole Life insurance policy.

Agent name *Printed*

Phone

•

•

Agent signature

**X**

- Payment will be refunded for any coverage not issued.
- All premium payments must be made payable to American Continental Insurance Company.
- DO NOT make any check payable to the agent and do not leave the payee blank on the check.
- A recorded interview may be required as part of the underwriting on your application for insurance.

**Thank you for choosing American Continental Insurance Company!**

SERFF Tracking Number: FRCS-126513845 State: Arkansas  
Filing Company: American Continental Insurance Company State Tracking Number: 44978  
Company Tracking Number: 5047  
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life  
Product Name: Final Expense Products  
Project Name/Number: AMCONT/61/61

## Supporting Document Schedules

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Flesch Certification <b>Comments:</b> <b>Attachment:</b> AR Readability certification.pdf		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Application <b>Comments:</b> The application has been attached to the form schedule.		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Certification of Compliance <b>Comments:</b> <b>Attachment:</b> AR COC.pdf		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Authorization <b>Comments:</b> <b>Attachment:</b> ACI Authorization dist.pdf		

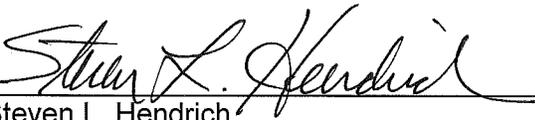
**STATE OF ARKANSAS  
READABILITY CERTIFICATION**

**COMPANY NAME:** American Continental Insurance Company

This is to certify that the forms referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

<b>Form Number</b>	<b>Score</b>
ACIWLL10AR	47
ACIFE04110AR 020210	50*

***\*When combined with the Policy this form scores a 50+.***

  
\_\_\_\_\_  
Steven L. Hendrich  
General Counsel

February 16, 2010  
\_\_\_\_\_  
Date

**STATE OF ARKANSAS  
CERTIFICATION OF COMPLIANCE**

**Company Name:** American Continental Insurance Company

**Form Title(s):** Whole Life Insurance Policy (level)  
Application

**Form Number(s):** ACIWLL10AR  
ACIFE04110AR 020210

I hereby certify that to the best of my knowledge and belief, the above forms and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.



Steven L. Hendrich  
General Counsel

February 16, 2010

Date



American Continental Insurance Company

101 Continental Place  
Brentwood, TN 37027  
800 264.4000  
615 377.1300  
cont-life.com

February 4, 2010  
Date

To The Insurance Commissioner

**AUTHORIZATION**

This letter, or a copy thereof, authorizes the consulting firm of First Consulting & Administration, Inc., Kansas City, Missouri, and its employees, to represent this Company in matters before the Insurance Department.

This Authorization shall be valid until revoked by us.

American Continental Insurance Company  
Company

Signature: 

Name: Steve Hendrich

Title: General Counsel & Secretary