

SERFF Tracking Number: AEGB-126739166 State: Arkansas  
 Filing Company: Western Reserve Life Assurance Co. of Ohio State Tracking Number: 46399  
 Company Tracking Number: MDI07, CRT05, SA AVER01  
 TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
 Product Name: Monthly Disability Income Rider, Critical Illness Accelerated Death Benefit Rider, Aviation Exclusion Rider  
 Project Name/Number: Monthly Disability Income Rider, Critical Illness Accelerated Death Benefit Rider, Aviation Exclusion Rider/MDI07, CRT05, SA AVER01

## Filing at a Glance

Company: Western Reserve Life Assurance Co. of Ohio

Product Name: Monthly Disability Income Rider, SERFF Tr Num: AEGB-126739166 State: Arkansas

Critical Illness Accelerated Death Benefit Rider,

Aviation Exclusion Rider

TOI: L08 Life - Other

SERFF Status: Closed-Approved- State Tr Num: 46399  
 Closed

Sub-TOI: L08.000 Life - Other

Co Tr Num: MDI07, CRT05, SA State Status: Approved-Closed  
 AVER01

Filing Type: Form

Reviewer(s): Linda Bird  
 Author: Kathie Allen Disposition Date: 08/10/2010  
 Date Submitted: 08/04/2010 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Monthly Disability Income Rider, Critical Illness Accelerated Death Benefit Rider, Aviation Exclusion Rider

Status of Filing in Domicile: Pending

Project Number: MDI07, CRT05, SA AVER01

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: 08/10/2010

Explanation for Other Group Market Type:

State Status Changed: 08/10/2010

Deemer Date:

Created By: Kathie Allen

Submitted By: Kathie Allen

Corresponding Filing Tracking Number: (TLIC: 30822770; 30822730; 30822720; 30822750)  
 (WRL: 10000233; 30822730)

Filing Description:

MDI07 -- Monthly Disability Income Rider

CRT05 -- Critical Illness Accelerated Death Benefit Rider

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## SA AVER01 -- Aviation Exclusion Rider

These are new forms and are not intended to replace any forms previously approved by the Department. These forms have been submitted in final printed form in which they will be distributed to insureds. These forms are subject to only minor modifications in paper size and stock, ink, border, company logo, company address, adaptation to computer printing and officers' signatures. These forms are also being concurrently submitted for our sister company, Transamerica Life Insurance Company, under SERFF Tracking Number AEGB-126739063.

Monthly Disability Income Rider -- If the owner elects this rider and pays the applicable premium, we will pay a monthly disability income benefit to the owner for up to 2 years upon proof of the insured's total disability and that the insured has been disabled for 90 days prior to the policy anniversary at age 60. The issue ages are 20-50, but cannot exceed the base policy issue age limits.

Critical Illness Accelerated Death Benefit Rider -- If the owner elects this rider, we will pay an accelerated death benefit upon the insured's diagnosis of a covered condition as defined by the rider. The issue ages for this rider are: (a) 18-55 for 10, 15 and 20 year term policies (all risk classes); (b) 18-50 for 30 year term policies (non-tobacco risk class); and (c) 18-45 for 30 year term policies (tobacco risk class). The minimum benefit amount is \$10,000. The maximum benefit amount is 50% of the base policy face amount, but not greater than \$100,000 for any policy.

Aviation Exclusion Rider -- This form will be used to exclude coverage for death occurring as a result of hazardous aviation activities when deemed necessary by company underwriting standards.

These forms will be used with our individual life portfolio.

We would appreciate your review and approval of these forms. Should you have any questions or need additional information, please do not hesitate to contact me.

## Company and Contact

### Filing Contact Information

Kathie Allen, Kathie.Allen@Transamerica.com  
1150 S. Olive St 505-206-5139 [Phone]  
Los Angeles, CA 90015

### Filing Company Information

Western Reserve Life Assurance Co. of Ohio CoCode: 91413 State of Domicile: Ohio  
4333 Edgewood Road NE Group Code: 468 Company Type:  
Cedar Rapids, IA 52499 Group Name: State ID Number:

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(319) 355-7888 ext. [Phone]

FEIN Number: 43-1162657

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## Filing Fees

Fee Required? Yes  
Fee Amount: \$150.00  
Retaliatory? No  
Fee Explanation: Arkansas charges a filing fee of \$50 per form.  
Per Company: No

| COMPANY                                    | AMOUNT   | DATE PROCESSED | TRANSACTION # |
|--|----------|----------------|---------------|
| Western Reserve Life Assurance Co. of Ohio | \$150.00 | 08/04/2010     | 38521679      |

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## Correspondence Summary

### Dispositions

| Status          | Created By | Created On | Date Submitted |
|-----------------|------------|------------|----------------|
| Approved-Closed | Linda Bird | 08/10/2010 | 08/10/2010     |

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## Disposition

Disposition Date: 08/10/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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| Schedule            | Schedule Item                                    | Schedule Item Status | Public Access |
|---------------------|--|----------------------|---------------|
| Supporting Document | Flesch Certification                             |                      | Yes           |
| Supporting Document | Application                                      |                      | No            |
| Supporting Document | Actuarial Memorandums                            |                      | No            |
| Supporting Document | Premium Rates                                    |                      | Yes           |
| Form                | Monthly Disability Income Rider                  |                      | Yes           |
| Form                | Critical Illness Accelerated Death Benefit Rider |                      | Yes           |
| Form                | Aviation Exclusion Rider                         |                      | Yes           |

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## Form Schedule

Lead Form Number: MDI07

| Schedule Item Status | Form Number  | Form Type Form Name  | Action  | Action Specific Data | Readability | Attachment           |
|----------------------|--------------|--|---------|----------------------|-------------|----------------------|
|                      | MDI07        | Policy/Cont Monthly Disability<br>ract/Fratern Income Rider<br>al<br>Certificate:<br>Amendmen<br>t, Insert<br>Page,<br>Endorseme<br>nt or Rider                  | Initial |                      | 51.800      | MDI07<br>(W).pdf     |
|                      | CRT05        | Policy/Cont Critical Illness<br>ract/Fratern Accelerated Death<br>al Benefit Rider<br>Certificate:<br>Amendmen<br>t, Insert<br>Page,<br>Endorseme<br>nt or Rider | Initial |                      | 52.300      | CRT05<br>(W).pdf     |
|                      | Sa<br>AVER01 | Policy/Cont Aviation Exclusion<br>ract/Fratern Rider<br>al<br>Certificate:<br>Amendmen<br>t, Insert<br>Page,<br>Endorseme<br>nt or Rider                         | Initial |                      | 50.700      | SA AVER01<br>(W).pdf |



Western Reserve Life Assurance Co. of Ohio  
Home Office: Columbus, OH  
Administrative Office:  
[4333 Edgewood Rd NE]  
[Cedar Rapids, IA 52499]  
[(319) 355-8511]

(Referred to as the Company, we, our or us)

## MONTHLY DISABILITY INCOME RIDER

We have issued this rider as a part of the policy to which it is attached. Except as otherwise specifically set forth below, it is subject to all of the terms of the policy.

**Rider Benefit** We will pay the Monthly Disability Income Benefit for up to 24 months while the Rider Insured is Totally Disabled. The Monthly Disability Income Benefit for each Rider Insured is shown in the Policy Data. Payments will begin after the Rider Insured has been Totally Disabled for a continuous period of 90 days while covered by this rider. The Total Disability must begin while this rider is in effect. Benefits are subject to the provisions of the policy and this rider.

**Payment of Proceeds** Unless you request otherwise, any proceeds payable under this rider will be paid to you.

**Definitions** **Age** has the meaning described in the policy.

**Immediate Family Member** means one of the following members of the Rider Insured's or owner's family: spouse, child, stepchild, parent, grandparent, grandchild, brother, sister, and their spouses.

**Rider Insured** refers separately to each person named as a Rider Insured in the Policy Data.

**Physician** means any person bearing the designation of Medical Doctor (M.D.) or Doctor of Osteopathy practicing within the scope of his or her license issued by the jurisdiction in the United States in which such person's services are rendered. Physician does not include:

1. You, the Rider Insured or an Immediate Family Member; or
2. A person who lives with you, the Rider Insured or an Immediate Family Member; or
3. A person in the same medical practice as you, the Rider Insured or an Immediate Family Member; or
4. A business partner of you, the Rider Insured or an Immediate Family Member.

**Total Disability** means the inability of the Rider Insured to perform any of the substantial and material duties of any occupation for which the Rider Insured is reasonably suited by education, training or experience. The Rider Insured must be under the regular care of a Physician during the period of Total Disability.

Total Disability also includes the Rider Insured's total loss of:

1. The sight of both eyes, while such loss continues; or
2. The use of both hands, while such loss continues; or
3. The use of both feet, while such loss continues; or
4. The use of one hand and one foot, while such loss continues.

**Risks Not Covered**

No benefits will be payable under this rider if Total Disability is caused by or contributed to by, or results directly or indirectly from:

1. Suicide or intentionally self-inflicted injury while sane or insane.
2. War, declared or undeclared, or any act of war.
3. Active participation in a riot, insurrection or terrorist activity.
4. Serving in the military forces of any country, including non-military units supporting such forces.
5. Committing or attempting to commit a felony.
6. Participation in an illegal occupation or activity.
7. The voluntary intake or use by any means of:
  - a. Any drug, unless prescribed or administered by a Physician and taken in accordance with a Physician's instructions.
  - b. Poison, gas or fumes, unless a direct result of an occupational accident.
8. Travel in or descent from any kind of aircraft except as a passenger.
9. Normal pregnancy or childbirth except for complications of pregnancy. Complications of pregnancy means any disease disorder, or condition whose diagnoses are distinct from pregnancy but are adversely affected by or caused by pregnancy, and which:
  - a. Requires Physician prescribed supervision; and
  - b. If not related to pregnancy, would be covered by the provision of this rider.
10. A pre-existing condition during the first 24 months following the Rider Date. A pre-existing condition means:
  - a. A condition for which the Rider Insured received medical care, treatments, services, medications, diagnosis, diagnostic tests or consultation in the 2-year period preceding the Rider Date; or
  - b. A condition which produced symptoms in the 2-year period preceding the Rider Date.

**Notice and Proof of Total Disability**

Written notice and due proof of Total Disability must be given to us at our Administrative Office. The notice and proof must be given while the Rider Insured is living and while the Total Disability continues. Failure to give such notice and proof will not invalidate any claim if the notice and proof are given as soon as reasonably possible. The Rider Insured will be required to furnish due proof of the continuance of Total Disability upon request but not more than once every 30 days. At our option and at our expense, such proof may include an examination of the Rider Insured by a Physician chosen by us.

**Separate Periods of Total Disability**

Separate periods of Total Disability beginning while this rider is in effect will be considered as one continuous disability period unless such separate periods are:

1. Due to unrelated causes; or
2. Due to the same or related causes, but are separated by at least six months during which the Rider Insured has returned to work on a continuous basis.

A maximum benefit period of 24 months will apply to each single period of Total Disability.

**Concurrent Disabilities**

If a Total Disability is caused by more than one injury or sickness, or from both, we will pay benefits as if the Total Disability was caused by only one injury or sickness.

**Termination of Benefits**

The benefits provided by this rider for any period of Total Disability will end:

1. After benefits have been paid for 24 months; or
2. If the Rider Insured is no longer Totally Disabled (you have the obligation to inform us immediately if the Rider Insured is no longer Totally Disabled or if the Rider Insured returns to work); or
3. If the Rider Insured fails to give us any requested due proof or refuses to submit to a requested examination.

**Termination**

This rider will terminate on the earliest of the following dates or events:

1. At Age 60 of the youngest Rider Insured, unless benefits are being paid at that time, in which case it will terminate when benefits cease for that period of Total Disability; or
2. The date the policy Lapses; or
3. The date the policy matures or terminates; or
4. The death of the Insured; or
5. The next Monthly Anniversary Date following the date the owner requests termination of this rider; or
6. The date the policy is surrendered or continued under any nonforfeiture option; or
7. The date the policy is converted to another policy.

Insurance under this rider for a Rider Insured will automatically terminate at Age 60 of such Rider Insured unless benefits are being paid at that time, in which case insurance will terminate for that Rider Insured when benefits cease for that period of Total Disability.

**Non-Convertible**

This rider is not convertible. If the policy to which this rider is attached is converted to a new policy, a monthly disability income rider may be included in the new policy for each Rider Insured who is not Age 60 on the date of conversion if:

1. We receive evidence of insurability satisfactory to us; and
2. The new policy has a monthly disability income rider available for that Rider Insured.

The premiums for such benefit will be at our then published rate for the new rider.

**Reinstatement**

If the policy is Reinstated, this rider may be reinstated at the same time for each Rider Insured who is not Age 60, provided we receive proof of insurability satisfactory to us.

**Consideration**

We have issued this rider in consideration of the application and payment of the premiums. A copy of the application is attached to the policy.

**Premiums**

The charges for this rider are shown in the Policy Data and are payable as provided in the policy. No charges for this rider will be payable after this rider terminates.

We reserve the right to change the premium rates applicable to this rider after the first Policy Year. In the event of a change in the premium rates, such change will apply on a class basis and only to premium becoming due on or after the effective date of such a change in premium. We will send you a written notice at least 30 days (or longer, if required by state law) prior to any change of premium.

**Incontestability** The provisions of the policy relating to incontestability apply to this rider. However, if this rider is added to the policy after the Date of Issue of the policy, the contestable period will be measured from the later of the Rider Date or the date this rider is reinstated.

**No Dividends Are Payable** This rider does not participate in our profits or surplus.

**Nonforfeiture Values** This rider does not have cash values or loan values.

**Rider Date** The Rider Date of this rider will be the Policy Date, unless we inform you in writing of a different date.

Signed for us at our home office.



Secretary



President



Western Reserve Life Assurance Co. of Ohio  
Home Office: Columbus, OH  
Administrative Office:  
[4333 Edgewood Rd NE]  
[Cedar Rapids, IA 52499]  
[(319) 355-8511]

(Referred to as the Company, we, our or us)

## **CRITICAL ILLNESS ACCELERATED DEATH BENEFIT RIDER**

THE POLICY'S BENEFITS AND VALUES, AS WELL AS ANY BENEFITS AND VALUES PROVIDED BY AFFECTED RIDERS, WILL BE REDUCED IF AN ACCELERATED DEATH BENEFIT IS PAID. BENEFITS AND VALUES (IF APPLICABLE) INCLUDE WITHOUT LIMITATION: DEATH BENEFITS, POLICY VALUES AND LOANS.

PAYMENT OF AN ACCELERATED DEATH BENEFIT MAY HAVE TAX CONSEQUENCES AND MAY ALSO AFFECT ELIGIBILITY FOR MEDICAID OR OTHER GOVERNMENT BENEFITS AND ENTITLEMENTS. YOU MAY WANT TO CONSULT YOUR PERSONAL TAX ADVISOR.

We have issued this rider as a part of the policy to which it is attached. Except as otherwise specifically set forth below, it is subject to all of the terms of the policy.

### **Rider Benefit**

If the Insured has been Diagnosed with a Covered Condition while this rider is in effect, you may elect to receive an accelerated death benefit payment. The maximum amount of the accelerated death benefit you may elect is the Benefit Amount for this rider shown in the Policy Data. The Face Amount of the policy will be reduced by the amount you elect to receive. You may elect to receive less than the full Benefit Amount stated in the Policy Data, in order to preserve more of the death benefit coverage. Payments are subject to the provisions of the policy and this rider.

You may only elect an accelerated death benefit under this rider one time. This rider will terminate when an accelerated death benefit is paid under this rider, the policy or any other attached rider.

Any benefit paid under this rider will also reduce benefits, values and loans under certain riders attached to the policy. The effect on such benefits, values and loans is explained in those riders. Following an accelerated death benefit payment under this rider, the premium for the policy and certain riders will be reduced to reflect the reduced Face Amount, except that no reduction will be applied to the portion of the premium attributable to any policy fee.

You must provide notice and proof of the Diagnosis of the Covered Condition.

### **Payment of Proceeds**

Unless you request otherwise, any proceeds payable under this rider will be paid to you. Any proceeds will be paid in a lump sum.

### **Definitions**

**Benefit Amount** means the amount shown in the Policy Data for this rider.

**Covered Condition** means one of the conditions defined below:

1. **Myocardial Infarction (Heart Attack)** means the death of a portion of the heart muscle (myocardium) as a result of inadequate blood supply. Diagnosis must be based on the occurrence of all of the following during the period of Hospital Confinement for the condition:
  - a. Prolonged chest pain; and
  - b. New EKG changes consistent with a Myocardial Infarction; and
  - c. Elevation of cardiac enzymes to levels that the American Medical Association finds consistent with a Diagnosis of a Myocardial Infarction.

Myocardial Infarction does not include angina or the chance finding of electrocardiographic (EKG) changes indicative of a previous Myocardial Infarction. The Diagnosis of Myocardial Infarction must be made by a Physician who is a board certified cardiologist or internist.

2. **Stroke** means a cerebrovascular incident caused by hemorrhage, embolism or thrombosis producing a measurable neurological deficit, persisting continuously for at least 30 days following the occurrence of the Stroke. The Diagnosis of Stroke must be made by a Physician who is a board-certified neurologist. For purposes of coverage under this rider, Stroke does not include:
  - a. Neurological symptoms due to transient ischemic attacks.
  - b. Cerebral symptoms due to migraine.
  - c. Cerebral injury resulting from trauma or hypoxia.
  - d. Vascular disease affecting the eye, optic nerve, or vestibular function.

3. **Life-Threatening Cancer** means a malignant neoplasm (including hematological malignancy) characterized by the uncontrolled growth and spread of malignant cells and the invasion of normal tissue, which is not hereafter specifically excluded. The Diagnosis of Life-Threatening Cancer must be made by a Physician who is a board-certified specialist acting within his or her specialty and supported by histological evidence of malignancy and confirmed by one or more pathological specimens. For purposes of coverage under this rider, Life-Threatening Cancer does not include:
  - a. Skin cancers with the exception of invasive melanoma. An invasive melanoma is one that is classified as Clark Level II or higher or has a thickness measured in excess of 1.0 mm.
  - b. Tumors in the presence of HIV.
  - c. Carcinoma in situ (such as cervical dysplasia).
  - d. Benign tumors or polyps that are histologically described as pre-malignant or non-malignant (such as intraepithelial neoplasia).
  - e. Non Life-Threatening Cancers (such as early prostate cancer diagnosed as T1N0M0 or equivalent staging or papillary micro cancer of the thyroid or bladder).
  - f. Stage one Hodgkin's disease.

4. **End-Stage Renal Disease** means the chronic and irreversible failure of both the kidneys which requires treatment with regular dialysis or transplantation. The Diagnosis of End-Stage Renal Disease must be made by a Physician who is a board certified nephrologist.

5. **Major Organ Transplant** means either of the following:
- a. The Insured has undergone transplantation in the United States due to clinical evidence of Major Organ Failure that requires a malfunctioning organ of the Insured to be replaced with an organ from a suitable donor other than the Insured under generally accepted medical procedures. The transplant must be performed by a Physician who is board-certified in a specialty that deals principally with the treatment of the condition that is being treated by the transplant; or
  - b. The Insured demonstrates Major Organ Failure and is registered with and on the waiting list of the United Network for Organ Sharing or its recognized successor for a human to human replacement of the failing organ.

The organs covered under the definitions of Major Organ Transplant are limited to the entire heart, the liver, a lung, a kidney, the pancreas or bone marrow. For purposes of coverage under this rider, Major Organ Transplant does not include a transplant involving an artificial or non-human organ or tissue.

6. **Accidental Paralysis/Paraplegia** means the total, irrecoverable and permanent loss of two or more limbs through neurological damage, which is the result of an accidental injury. Paralysis must exist for a continuous period of at least 180 days from the time paralysis begins and be diagnosed by a legally qualified Physician who is a board certified neurologist. A limb means complete arm (below the shoulder) or complete leg (below the hip) of the Insured.

Paralysis that is the result of any disease or disorder is not eligible for a benefit payment under this rider.

**Diagnosis** means the identification by a Physician of the existence of a Covered Condition through the use of clinical and/or laboratory findings.

**Hospital Confinement** means the assignment of the Insured to a hospital bed located within a licensed hospital.

**Immediate Family Member** means one of the following members of the Insured's or owner's family: spouse, child, stepchild, parent, grandparent, grandchild, brother, sister, and their spouses.

**Insured** means only the Insured under the policy. It does not include any other individuals covered under any other riders.

**Major Organ Failure** means Diagnosis of disease or injury to a covered organ that is, by generally accepted medical standards, sufficient to require human to human replacement of the entire organ.

**Physician** means any person bearing the designation of Medical Doctor (M.D.) or Doctor of Osteopathy practicing within the scope of his or her license issued by the jurisdiction in the United States in which such person's services are rendered. Physician does not include:

1. You, the Insured, or an Immediate Family Member; or
2. A person who lives with you, the Insured or an Immediate Family Member; or
3. A person in the same medical practice as you, the Insured or an Immediate Family Member; or
4. A business partner of you, the Insured or an Immediate Family Member.

**Pre-Existing Condition** means the existence of symptoms that would cause an ordinarily prudent person to seek medical consultation, advice or treatment within the one-year period immediately preceding the Rider Date. Pre-Existing Condition also means a condition for which medical consultation, advice or treatment was actually recommended by or received or sought from a Physician during the two years immediately preceding the Rider Date.

**Risks Not Covered**

We will not pay any benefit under this rider for a Covered Condition that occurs during the first two years after the Rider Date, if the condition is a Pre-Existing Condition.

We will not pay any benefit under this rider for a Covered Condition that occurs on or before the 30th day following the later of the Rider Date or the last reinstatement date.

We will not pay any benefit for a Covered Condition that is caused by or contributed to by, or results directly or indirectly from:

1. Suicide or intentionally self-inflicted injury while sane or insane; or
2. Any act that was caused by war, declared or undeclared, or service in any of the armed forces; or
3. Participation in hazardous sports and/or activities; or
4. Participation in, or attempting to participate in, a felony, riot or insurrection; or
5. Participation in an illegal occupation; or
6. Intoxication or the voluntary use of any drug, whether legal or illegal, unless administered by a Physician and taken according to the Physician's instructions and the dosage directions.

**Notice and Proof of Covered Condition**

Notice of claim must be given to us at our Administrative Office. Such notice should be made within 60 days after the Diagnosis or surgical treatment of a Covered Condition unless it is not reasonably possible to give notice within that time period.

Written proof of loss must be given to us at our Administrative Office. Proof must be sent within 60 days after the Diagnosis or surgical treatment of a Covered Condition. If it was not reasonably possible to give notice and/or written proof in the time required, we will not reduce or deny the claim for this reason if the notice and/or proof are filed as soon as reasonably possible. However, the notice and proof required must be given no later than one year after the date of such loss unless the claimant was legally incapacitated.

**Physical Examination**

We have the right to have a Physician of our choosing examine the Insured, at our expense, prior to paying a benefit under this rider. If the Physician of our choice provides a Diagnosis that is different from the Diagnosis on which a claim is based, we reserve the right to rely on the Diagnosis provided by the Physician of our choice for claim purposes.

**Termination**

This rider will terminate on the earliest of the following dates or events:

1. The Rider Expiry Date shown for this rider in the Policy Data; or
2. The death of the Insured; or
3. The next Monthly Anniversary Date following the date the owner requests termination of this rider; or
4. The Insured's Age 65; or
5. The date the policy Lapses; or
6. The date the policy matures or terminates; or
7. The date any accelerated benefit is paid under the policy, this rider or any other attached rider; or
8. The date the policy is converted to another policy.

**Non-Convertible** This rider is not convertible. If the policy to which this rider is attached is converted to a new policy, a critical illness rider may be included in the new policy if:

1. The Insured is not yet Age 65; and
2. We receive evidence of insurability satisfactory to us; and
3. The new policy has a critical illness rider available.

The premiums for such benefit will be at our then published rate for the new rider.

**Reinstatement** If the policy is Reinstated, this rider may be reinstated at the same time, provided:

1. The Insured is not yet Age 65; and
2. We receive proof of insurability satisfactory to us.

**Consideration** We have issued this rider in consideration of the application and payment of the premiums. A copy of the application is attached to the policy.

**Premiums** The initial charges for this rider are shown in the Policy Data and are payable as provided in the policy. No charges for this rider will be payable after this rider terminates. We reserve the right to change the premium rates applicable to this rider after the first Policy Year. In the event of a change in the premium rates, such change will apply on a class basis and only to premium coming due on or after the effective date of such a change in premium. We will send you a written notice at least 30 days (or longer, if required by law) prior to any change of premium.

**Incontestability** The provisions of this policy relating to incontestability apply to this rider.

**No Dividends Are Payable** This rider does not participate in our profits or surplus.

**Nonforfeiture Values** This rider does not have cash values or loan values.

**Rider Date** The Rider Date of this rider will be the Policy Date, unless we inform you in writing of a different date.

Signed for us at our home office.



Secretary



President



Western Reserve Life Assurance Co. of Ohio
Home Office: Columbus, OH
Administrative Office:
[4333 Edgewood Rd NE]
[Cedar Rapids, IA 52499]
[(319) 355-8511]

(Referred to as the Company, we, our or us)

AVIATION EXCLUSION RIDER

Attached to and made a part of Policy Number: [111-01SAMPLE], (hereafter called the Policy) insuring the life of: [John Doe], (hereafter called the Insured).

Effective Date: [October 1, 2010]

If the Insured's death is caused by or contributed to by, or results directly or indirectly from:

- 1. Travel in, or descent from any kind of aircraft being flown for test and experimental purposes, including a hang glider or a hot air balloon; or
2. Travel in or descent from any kind of aircraft, unless the Insured is a fare-paying passenger on a regularly scheduled commercial flight;

THEN

Our liability under the Policy will be limited to a single sum equal to the greater of the following:

MINUS The premiums paid on this Policy;
MINUS Any withdrawals taken from this Policy;
MINUS Any loans outstanding under this Policy.

OR

MINUS The cash value of this Policy;
MINUS Any loans outstanding under this Policy.

However, in no event will the amount payable be greater than the face amount of this Policy.

The above exclusions will also apply to any reduced paid-up or extended term insurance put in force under a nonforfeiture option contained in this Policy. Said limitations will be included in any Policy to which this Policy is changed or converted.

The incontestability provision of the Policy is amended by the addition of the following:

Any defense of a claim under this Policy based on the conditions and exclusions stated in the Aviation Exclusion Rider shall not be construed to be a contest of this Policy.

Dated at \_\_\_\_\_ Month Day Year

Proposed Owner

Licensed Agent

Proposed Insured (If Other Than Proposed Owner)
Or Parent/Legal Guardian (If Proposed Insured Is Minor)

RETURN A SIGNED COPY TO OUR ADMINISTRATIVE OFFICE AT [CEDAR RAPIDS, IOWA].

Signed for us at our home office.

William H. Berger

Secretary

Suzanne Clancy

President

SERFF Tracking Number: AEGB-126739166 State: Arkansas  
 Filing Company: Western Reserve Life Assurance Co. of Ohio State Tracking Number: 46399  
 Company Tracking Number: MDI07, CRT05, SA AVER01  
 TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other  
 Product Name: Monthly Disability Income Rider, Critical Illness Accelerated Death Benefit Rider, Aviation Exclusion Rider  
 Project Name/Number: Monthly Disability Income Rider, Critical Illness Accelerated Death Benefit Rider, Aviation Exclusion Rider/MDI07, CRT05, SA AVER01

## Supporting Document Schedules

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

**Satisfied - Item:** Flesch Certification

**Comments:**

Certifications: Regulation 19, Regulation 49 and the Consumer Information Notice don't apply to this filing because it does not include a policy)

**Attachment:**

Basic Flesch Score (W).pdf

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

**Satisfied - Item:** Premium Rates

**Comments:**

**Attachments:**

MDI07 Premium Rates (AR-NC-OR).pdf  
 CRT05 Premium Rates (AR-NC-OR-TX).pdf

WESTERN RESERVE LIFE ASSURANCE CO. OF OHIO  
HOME OFFICE: COLUMBUS, OHIO

FLESCH READABILITY CERTIFICATION

| <u>Form Number (may vary by State)</u> | <u>Flesch Score</u> |
|--|---------------------|
| MDI07                                  | 51.8                |
| CRT05                                  | 52.3                |
| SA AVER01                              | 50.7                |

I certify that the machine scored Flesch Readability score(s) for the above mentioned form(s) is/are accurate.

*Cheryl Bock*

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Cheryl Bock, Assistant Vice President

**Current Annual Premiums Per \$100 Monthly Benefit for Disability Income Rider  
Rider Form: MDI07 (may vary by state)**

| Issue<br>Age | Male  |       |       | Female |       |       |
|--------------|-------|-------|-------|--------|-------|-------|
|              | 15 LT | 20 LT | 30 LT | 15 LT  | 20 LT | 30 LT |
| 20           | 10.07 | 10.41 | 11.48 | 12.43  | 13.34 | 15.05 |
| 21           | 10.24 | 10.65 | 11.89 | 12.87  | 13.85 | 15.63 |
| 22           | 10.40 | 10.89 | 12.30 | 13.30  | 14.36 | 16.21 |
| 23           | 10.57 | 11.12 | 12.72 | 13.74  | 14.86 | 16.79 |
| 24           | 10.73 | 11.36 | 13.13 | 14.17  | 15.37 | 17.37 |
| 25           | 10.90 | 11.60 | 13.54 | 14.61  | 15.88 | 17.95 |
| 26           | 11.23 | 12.05 | 14.20 | 15.38  | 16.70 | 18.79 |
| 27           | 11.56 | 12.51 | 14.85 | 16.16  | 17.52 | 19.63 |
| 28           | 11.90 | 12.96 | 15.51 | 16.93  | 18.35 | 20.48 |
| 29           | 12.23 | 13.42 | 16.16 | 17.71  | 19.17 | 21.32 |
| 30           | 12.56 | 13.87 | 16.82 | 18.48  | 19.99 | 22.16 |
| 31           | 13.25 | 14.75 | 17.52 | 19.53  | 21.07 | 23.05 |
| 32           | 13.93 | 15.64 | 18.22 | 20.59  | 22.16 | 23.94 |
| 33           | 14.62 | 16.52 | 18.91 | 21.64  | 23.24 | 24.83 |
| 34           | 15.30 | 17.41 | 19.61 | 22.70  | 24.33 | 25.72 |
| 35           | 15.99 | 18.29 | 20.31 | 23.75  | 25.41 | 26.61 |
| 36           | 17.27 | 19.69 | 21.31 | 24.95  | 26.60 | 27.56 |
| 37           | 18.55 | 21.09 | 22.31 | 26.15  | 27.79 | 28.51 |
| 38           | 19.84 | 22.50 | 23.30 | 27.36  | 28.97 | 29.45 |
| 39           | 21.12 | 23.90 | 24.30 | 28.56  | 30.16 | 30.40 |
| 40           | 22.40 | 25.30 | 25.30 | 29.76  | 31.35 | 31.35 |
| 41           | 24.34 | 26.66 | 26.66 | 31.00  | 32.27 | 32.27 |
| 42           | 26.28 | 28.02 | 28.02 | 32.24  | 33.19 | 33.19 |
| 43           | 28.21 | 29.37 | 29.37 | 33.48  | 34.12 | 34.12 |
| 44           | 30.15 | 30.73 | 30.73 | 34.72  | 35.04 | 35.04 |
| 45           | 32.09 | 32.09 | 32.09 | 35.96  | 35.96 | 35.96 |
| 46           | 33.84 | 33.84 | 33.84 | 36.82  | 36.82 | 36.82 |
| 47           | 35.58 | 35.58 | 35.58 | 37.67  | 37.67 | 37.67 |
| 48           | 37.33 | 37.33 | 37.33 | 38.53  | 38.53 | 38.53 |
| 49           | 39.07 | 39.07 | 39.07 | 39.38  | 39.38 | 39.38 |
| 50           | 40.82 | 40.82 | 40.82 | 40.24  | 40.24 | 40.24 |

Note: This rider is not available for issue ages 51 and above.

**CRT05 - Annual Premium Rates per \$1,000 (for the 1st year)**

| Issue Age | 10 Year Term |           |         |         | 15 Year Term |           |         |         | 20 Year Term |           |         |         | 30 Year Term |           |         |         |
|-----------|--------------|-----------|---------|---------|--------------|-----------|---------|---------|--------------|-----------|---------|---------|--------------|-----------|---------|---------|
|           | Female NT    | Female TB | Male NT | Male TB | Female NT    | Female TB | Male NT | Male TB | Female NT    | Female TB | Male NT | Male TB | Female NT    | Female TB | Male NT | Male TB |
| 18        | \$1.07       | \$1.65    | \$1.15  | \$1.66  | \$1.20       | \$1.92    | \$1.25  | \$1.79  | \$1.43       | \$2.33    | \$1.42  | \$2.07  | \$1.79       | \$3.00    | \$1.82  | \$2.85  |
| 19        | \$1.07       | \$1.65    | \$1.15  | \$1.66  | \$1.20       | \$1.92    | \$1.25  | \$1.79  | \$1.43       | \$2.33    | \$1.42  | \$2.07  | \$1.79       | \$3.00    | \$1.82  | \$2.85  |
| 20        | \$1.07       | \$1.65    | \$1.15  | \$1.66  | \$1.20       | \$1.92    | \$1.25  | \$1.79  | \$1.43       | \$2.33    | \$1.42  | \$2.07  | \$1.79       | \$3.00    | \$1.82  | \$2.85  |
| 21        | \$1.07       | \$1.65    | \$1.15  | \$1.66  | \$1.20       | \$1.92    | \$1.25  | \$1.79  | \$1.43       | \$2.33    | \$1.42  | \$2.07  | \$1.79       | \$3.00    | \$1.82  | \$2.85  |
| 22        | \$1.07       | \$1.65    | \$1.15  | \$1.66  | \$1.20       | \$1.92    | \$1.25  | \$1.79  | \$1.43       | \$2.33    | \$1.42  | \$2.07  | \$1.79       | \$3.00    | \$1.82  | \$2.85  |
| 23        | \$1.07       | \$1.65    | \$1.15  | \$1.66  | \$1.20       | \$1.92    | \$1.25  | \$1.79  | \$1.43       | \$2.33    | \$1.42  | \$2.07  | \$1.79       | \$3.00    | \$1.82  | \$2.85  |
| 24        | \$1.07       | \$1.65    | \$1.15  | \$1.66  | \$1.20       | \$1.92    | \$1.25  | \$1.79  | \$1.43       | \$2.33    | \$1.42  | \$2.07  | \$1.79       | \$3.00    | \$1.82  | \$2.85  |
| 25        | \$1.07       | \$1.65    | \$1.15  | \$1.66  | \$1.20       | \$1.92    | \$1.25  | \$1.79  | \$1.43       | \$2.33    | \$1.42  | \$2.07  | \$1.79       | \$3.00    | \$1.82  | \$2.85  |
| 26        | \$1.17       | \$1.87    | \$1.22  | \$1.80  | \$1.33       | \$2.18    | \$1.35  | \$1.99  | \$1.57       | \$2.62    | \$1.55  | \$2.34  | \$1.95       | \$3.33    | \$2.00  | \$3.21  |
| 27        | \$1.28       | \$2.09    | \$1.29  | \$1.93  | \$1.46       | \$2.45    | \$1.45  | \$2.18  | \$1.71       | \$2.91    | \$1.69  | \$2.60  | \$2.11       | \$3.65    | \$2.19  | \$3.57  |
| 28        | \$1.38       | \$2.31    | \$1.36  | \$2.07  | \$1.59       | \$2.71    | \$1.56  | \$2.38  | \$1.85       | \$3.21    | \$1.82  | \$2.87  | \$2.26       | \$3.98    | \$2.37  | \$3.93  |
| 29        | \$1.49       | \$2.53    | \$1.43  | \$2.20  | \$1.72       | \$2.97    | \$1.66  | \$2.57  | \$1.99       | \$3.50    | \$1.95  | \$3.13  | \$2.42       | \$4.30    | \$2.56  | \$4.29  |
| 30        | \$1.59       | \$2.75    | \$1.51  | \$2.34  | \$1.85       | \$3.24    | \$1.76  | \$2.77  | \$2.14       | \$3.79    | \$2.09  | \$3.40  | \$2.58       | \$4.63    | \$2.74  | \$4.66  |
| 31        | \$1.69       | \$2.97    | \$1.58  | \$2.48  | \$1.97       | \$3.50    | \$1.86  | \$2.97  | \$2.28       | \$4.08    | \$2.22  | \$3.66  | \$2.74       | \$4.95    | \$2.92  | \$5.02  |
| 32        | \$1.80       | \$3.19    | \$1.65  | \$2.61  | \$2.10       | \$3.76    | \$1.96  | \$3.16  | \$2.42       | \$4.37    | \$2.35  | \$3.93  | \$2.90       | \$5.28    | \$3.11  | \$5.38  |
| 33        | \$1.90       | \$3.41    | \$1.72  | \$2.75  | \$2.23       | \$4.02    | \$2.07  | \$3.36  | \$2.56       | \$4.67    | \$2.48  | \$4.19  | \$3.05       | \$5.60    | \$3.29  | \$5.74  |
| 34        | \$2.01       | \$3.63    | \$1.79  | \$2.88  | \$2.36       | \$4.29    | \$2.17  | \$3.55  | \$2.70       | \$4.96    | \$2.62  | \$4.46  | \$3.21       | \$5.93    | \$3.48  | \$6.10  |
| 35        | \$2.11       | \$3.85    | \$1.86  | \$3.02  | \$2.49       | \$4.55    | \$2.27  | \$3.75  | \$2.84       | \$5.25    | \$2.75  | \$4.72  | \$3.37       | \$6.25    | \$3.66  | \$6.46  |
| 36        | \$2.39       | \$4.38    | \$2.20  | \$3.68  | \$2.78       | \$5.11    | \$2.67  | \$4.54  | \$3.16       | \$5.87    | \$3.23  | \$5.64  | \$3.64       | \$6.77    | \$4.04  | \$7.21  |
| 37        | \$2.66       | \$4.90    | \$2.54  | \$4.34  | \$3.07       | \$5.68    | \$3.08  | \$5.32  | \$3.49       | \$6.49    | \$3.70  | \$6.56  | \$3.91       | \$7.29    | \$4.43  | \$7.95  |
| 38        | \$2.94       | \$5.43    | \$2.89  | \$5.00  | \$3.37       | \$6.24    | \$3.48  | \$6.11  | \$3.81       | \$7.11    | \$4.18  | \$7.48  | \$4.18       | \$7.81    | \$4.81  | \$8.70  |
| 39        | \$3.21       | \$5.96    | \$3.23  | \$5.66  | \$3.66       | \$6.81    | \$3.89  | \$6.89  | \$4.13       | \$7.73    | \$4.65  | \$8.40  | \$4.45       | \$8.33    | \$5.20  | \$9.44  |
| 40        | \$3.49       | \$6.49    | \$3.57  | \$6.32  | \$3.95       | \$7.37    | \$4.29  | \$7.68  | \$4.46       | \$8.35    | \$5.13  | \$9.32  | \$4.72       | \$8.85    | \$5.58  | \$10.19 |
| 41        | \$3.76       | \$7.01    | \$3.91  | \$6.97  | \$4.24       | \$7.93    | \$4.69  | \$8.46  | \$4.78       | \$8.97    | \$5.60  | \$10.23 | \$4.99       | \$9.37    | \$5.96  | \$10.93 |
| 42        | \$4.04       | \$7.54    | \$4.25  | \$7.63  | \$4.53       | \$8.50    | \$5.10  | \$9.25  | \$5.10       | \$9.59    | \$6.08  | \$11.15 | \$5.26       | \$9.89    | \$6.35  | \$11.68 |
| 43        | \$4.31       | \$8.07    | \$4.60  | \$8.29  | \$4.83       | \$9.06    | \$5.50  | \$10.03 | \$5.42       | \$10.21   | \$6.55  | \$12.07 | \$5.53       | \$10.41   | \$6.73  | \$12.42 |
| 44        | \$4.59       | \$8.59    | \$4.94  | \$8.95  | \$5.12       | \$9.63    | \$5.91  | \$10.82 | \$5.75       | \$10.83   | \$7.03  | \$12.99 | \$5.80       | \$10.93   | \$7.12  | \$13.17 |
| 45        | \$4.86       | \$9.12    | \$5.28  | \$9.61  | \$5.41       | \$10.19   | \$6.31  | \$11.60 | \$6.07       | \$11.45   | \$7.50  | \$13.91 | \$6.07       | \$11.45   | \$7.50  | \$13.91 |
| 46        | \$5.43       | \$10.14   | \$6.22  | \$11.32 | \$5.98       | \$11.22   | \$7.23  | \$13.27 | \$6.64       | \$12.46   | \$8.39  | \$15.50 | \$6.64       |           | \$8.39  |         |
| 47        | \$5.99       | \$11.16   | \$7.16  | \$13.03 | \$6.56       | \$12.24   | \$8.15  | \$14.93 | \$7.20       | \$13.47   | \$9.27  | \$17.09 | \$7.20       |           | \$9.27  |         |
| 48        | \$6.56       | \$12.17   | \$8.09  | \$14.74 | \$7.13       | \$13.27   | \$9.07  | \$16.60 | \$7.77       | \$14.48   | \$10.16 | \$18.68 | \$7.77       |           | \$10.16 |         |
| 49        | \$7.12       | \$13.19   | \$9.03  | \$16.45 | \$7.71       | \$14.30   | \$9.99  | \$18.26 | \$8.33       | \$15.49   | \$11.04 | \$20.27 | \$8.33       |           | \$11.04 |         |
| 50        | \$7.69       | \$14.21   | \$9.97  | \$18.17 | \$8.28       | \$15.33   | \$10.91 | \$19.93 | \$8.90       | \$16.51   | \$11.93 | \$21.87 | \$8.90       |           | \$11.93 |         |
| 51        | \$8.25       | \$15.23   | \$10.91 | \$19.88 | \$8.85       | \$16.35   | \$11.82 | \$21.60 | \$9.47       | \$17.52   | \$12.81 | \$23.46 |              |           |         |         |
| 52        | \$8.82       | \$16.25   | \$11.85 | \$21.59 | \$9.43       | \$17.38   | \$12.74 | \$23.26 | \$10.03      | \$18.53   | \$13.70 | \$25.05 |              |           |         |         |
| 53        | \$9.38       | \$17.26   | \$12.78 | \$23.30 | \$10.00      | \$18.41   | \$13.66 | \$24.93 | \$10.60      | \$19.54   | \$14.58 | \$26.64 |              |           |         |         |
| 54        | \$9.95       | \$18.28   | \$13.72 | \$25.01 | \$10.58      | \$19.43   | \$14.58 | \$26.59 | \$11.16      | \$20.55   | \$15.47 | \$28.23 |              |           |         |         |
| 55        | \$10.51      | \$19.30   | \$14.66 | \$26.72 | \$11.15      | \$20.46   | \$15.50 | \$28.26 | \$11.73      | \$21.56   | \$16.35 | \$29.82 |              |           |         |         |