

SERFF Tracking Number: AFLC-127090535 State: Arkansas
Filing Company: Americo Financial Life and Annuity Insurance Company State Tracking Number: 48322
Company Tracking Number: 1276: UL RIDER SERIES 2168
TOI: L09I Individual Life - Flexible Premium Sub-TOI: L09I.001 Single Life
Adjustable Life
Product Name: 1276: UL Rider Series 2168
Project Name/Number: 1276: UL Rider Series 2168/1276: UL

Filing at a Glance

Company: Americo Financial Life and Annuity Insurance Company

Product Name: 1276: UL Rider Series 2168 SERFF Tr Num: AFLC-127090535 State: Arkansas
TOI: L09I Individual Life - Flexible Premium SERFF Status: Closed-Approved- State Tr Num: 48322
Adjustable Life Closed
Sub-TOI: L09I.001 Single Life Co Tr Num: 1276: UL RIDER State Status: Approved-Closed
SERIES 2168

Filing Type: Form

Reviewer(s): Linda Bird
Author: Ronni Jones Disposition Date: 03/29/2011
Date Submitted: 03/23/2011 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval
State Filing Description:

Implementation Date:

General Information

Project Name: 1276: UL Rider Series 2168
Project Number: 1276: UL
Requested Filing Mode:

Status of Filing in Domicile: Pending
Date Approved in Domicile:
Domicile Status Comments: Texas is our state of domicile.

Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:

Market Type: Individual
Individual Market Type:
Filing Status Changed: 03/29/2011
State Status Changed: 03/29/2011

Deemer Date:
Submitted By: Ronni Jones
Filing Description:

Created By: Ronni Jones
Corresponding Filing Tracking Number:

SUBMISSION DESCRIPTION

Enclosed, for review and approval, are two (2) Terminal Illness Accelerated Death Benefit Riders, AAA2168-UL 50 and AAA2168-UL 25.

These forms:

- are new and do not replace any previously approved forms;

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- contain no unusual or controversial elements;
- will be used in the individual life insurance market; and,
- will be used by licensed independent agents doing business with our company;

RIDER AAA2168-UL 50 DESCRIPTION

This Rider is a Terminal Illness Accelerated Death Benefit Rider that allows the Owner to accelerate up to the lesser of \$250,000 or 50% of the policy's Death Benefit following a qualifying event. Only one accelerated death benefit is allowed. The accelerated death benefit is paid as a lump sum, and becomes a lien against the policy's Death Benefit.

There is no cost of insurance for this Rider. This Rider is added automatically to previously approved policy ABB295 at policy issue. Please see the Associated Forms List included in this filing for filing specifics on the previously approved policy. Post approval of this filing, this Rider may also be added to other universal life products previously approved by your jurisdiction and other universal life products approved in the future by your jurisdiction.

RIDER AAA2168-UL 25 DESCRIPTION

This Rider is a Terminal Illness Accelerated Death Benefit Rider that allows the Owner to accelerate up to the lesser of \$250,000 or 25% of the policy's Death Benefit following a qualified event. Only one accelerated death benefit is allowed. The accelerated death benefit is paid as a lump sum and becomes a lien against the policy's Death Benefit.

There is no cost of insurance for this Rider. This Rider is added automatically to previously approved policy ABB296 at policy issue. Please see the Associated Forms List included in this filing for filing specifics on the previously approved policy. Post approval of this filing, this Rider may also be added to other universal life products previously approved by your jurisdiction and other universal life products approved in the future by your jurisdiction.

A written Disclosure Statement will be given to the applicant prior to or at the point-of-sale of the policy. The Disclosure Statement includes a brief description of the accelerated benefit and definitions of the conditions triggering payment of the benefit. The description includes an explanation of any effect of the payment of a benefit on the policy's Death Benefit, cash values, and policy loans and liens, if any. Acknowledgment of the Disclosure Statement is signed by the applicant and writing agent.

When the Owner makes a request to us to accelerate the Death Benefit, we will provide the Owner with a Benefit Payment Notice showing the effect the Accelerated Death Benefit has on the Policy's Death Benefit, cash values, and policy loans and liens, if any, if elected.

To the best of our knowledge and belief, this filing is complete and complies with the insurance laws and regulations of your jurisdiction.

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Company and Contact

Filing Contact Information

Ronni Jones, Associate Compliance Analyst ronni.jones@americo.com
 300 W. 11th Street 816-512-2831 [Phone]
 Kansas City, MO 64105 816-391-2083 [FAX]

Filing Company Information

Americo Financial Life and Annuity Insurance CoCode: 61999 State of Domicile: Texas
 Company
 300 West 11th Street Group Code: 449 Company Type:
 Kansas City, MO 64105 Group Name: State ID Number:
 (800) 231-0801 ext. [Phone] FEIN Number: 35-0810610

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? Yes
 Fee Explanation: Our Domicile fee for this type of filing is \$100.00 per filing. Filing fee for Arkansas filings is \$50.00 per form. 2 forms x \$50.00 each = \$100.00. Filing fee is the same.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Americo Financial Life and Annuity Insurance Company	\$100.00	03/23/2011	45901689

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	03/29/2011	03/29/2011

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Disposition

Disposition Date: 03/29/2011

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	Health - Actuarial Justification		No
Supporting Document	Outline of Coverage		No
Supporting Document	Associated Forms List		Yes
Form	Terminal Illness Accelerated Death Benefit Rider		Yes
Form	Terminal Illness Accelerated Death Benefit Rider		Yes

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Form Schedule

Lead Form Number: AAA2168-UL 50

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	AAA2168-UL 50	Policy/Contract/ Fraternal Benefit Rider Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		50.400	AAA2168-UL 50 TIADB Rider [FINAL 2011-03-10].pdf
	AAA2168-UL 25	Policy/Contract/ Fraternal Benefit Rider Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		50.400	AAA2168-UL 25 TIADB Rider [FINAL 2011-03-10].pdf



AMERICO FINANCIAL LIFE AND ANNUITY INSURANCE COMPANY

TERMINAL ILLNESS ACCELERATED DEATH BENEFIT RIDER

Americo Financial Life and Annuity Insurance Company has issued this Rider as a part of the Policy to which it is attached. All terms used in this Rider have the same meaning as the terms used in the Policy, unless otherwise stated.

THE DEATH BENEFIT AND CASH VALUES, IF ANY, WILL BE REDUCED IF THE ACCELERATED DEATH BENEFIT IS PAID.

TAX CONSEQUENCES

RECEIPT OF ACCELERATED BENEFIT PAYMENTS MAY ADVERSELY AFFECT ELIGIBILITY FOR MEDICAID OR OTHER GOVERNMENT BENEFITS OR ENTITLEMENTS. IN ADDITION, RECEIPT OF ACCELERATED BENEFIT PAYMENTS MAY BE TAXABLE. THE OWNER SHOULD SEEK INFORMATION FROM A PERSONAL TAX ADVISOR ABOUT THE TAX STATUS OF THIS ACCELERATED DEATH BENEFIT.

DEFINITIONS

Accelerated Death Benefit means an advance payment of a portion of the Death Benefit proceeds payable under the Policy to the Owner, during the lifetime of the Insured, at the time of a Qualifying Event.

Death Benefit means the proceeds payable at death under the Policy to which this Rider is attached, excluding any insurance benefit provided by another rider.

Immediate Family Member means a spouse, parent and grandparent, sister and brother, uncle and aunt, mother-in-law and father-in-law, brother-in-law and sister-in-law, son-in-law and daughter-in-law, nephew and niece, and child and grandchild, including an adopted, half, or step-child.

Insured means the person shown on a Policy Data Page and named in the application provided.

Owner means the Insured unless a different Owner is named in the application, or a new Owner is later named, subject to the terms of the change of ownership provision provided in the Policy.

Physician means a Medical Doctor (M.D.), or a Doctor of Osteopathy (D.O.), practicing within the scope of his or her license issued by the jurisdiction in which the Physician's services are rendered. Such jurisdiction must be within the United States of America, excluding any United States territories. The Physician may not be:

- (a) The Insured;
- (b) The Owner;
- (c) An Immediate Family Member of the Insured or Owner;
- (d) A person in the same medical practice as the Insured, Owner or Immediate Family Member; or
- (e) A person living at the same address as the Insured, Owner or Immediate Family Member.

Qualifying Event means a Terminal Illness that is reasonably expected to result in a drastically limited life span for the Insured. A drastically limited life span is twelve (12) months or less.

Terminal Illness means an illness or physical condition, including physical injury that can reasonably be expected to result in death.

RIDER BENEFIT

This Rider allows the Owner of the Policy to which this Rider is attached to receive a one (1) time Accelerated Death Benefit following a Qualifying Event. The request for the Accelerated Death Benefit must be in writing and the Company must receive the request while the Policy is in force.

We must receive written approval from any irrevocable beneficiary under the Policy and a full release of any assignment of the Policy as collateral. The Owner and any irrevocable beneficiary will be given a notice prior to electing the Accelerated Death Benefit showing the effect the Accelerated Death Benefit has on the Policy's Death Benefit, cash values, and policy loans, if any.

We must receive a written statement from a Physician certifying the Insured's medical condition and life expectancy.

We have the right to require, at Our expense, a second or third medical opinion to confirm the Insured's medical condition and life expectancy. The second medical opinion may include a physical examination by a Physician designated by Us. In the case of conflicting opinions, eligibility for the Accelerated Death Benefit will be determined by a third medical opinion that is provided by a Physician that is mutually acceptable to the Owner and the Company.

The Accelerated Death Benefit will be paid only as a lump sum.

If the Insured dies after the Owner requests the Accelerated Death Benefit and before the benefit is paid, the request will be cancelled, and the Death Benefit will be paid according to the Policy.

AMOUNT OF ACCELERATED DEATH BENEFIT

We will pay the Accelerated Death Benefit requested by the Owner, subject to the conditions and limitations stated in this Rider. The Owner may request up to the lesser of \$250,000.00 or 50% of the Death Benefit, determined as of the date the request is received. The minimum benefit amount is \$1,000.00.

EFFECT OF THE ACCELERATED DEATH BENEFIT

The Accelerated Death Benefit, the administrative fee, and any accrued interest will be a lien against the Policy's Death Benefit. Access to the Policy's cash value may be restricted to the excess of the cash value over the sum of the lien and any other outstanding policy loan.

All premium under the Policy, including additional rider premium, if any, will be waived as described under the Waiver of Premium provision of this Rider.

Payment of the Accelerated Death Benefit alone will not terminate the Policy.

All or part of the lien may be repaid at any time.

Any accidental death benefit provision of the Policy, or any other rider attached to the Policy, will not be affected by the payment of the Accelerated Death Benefit.

ADMINISTRATIVE FEE

We will charge an administrative fee for the Accelerated Death Benefit. The fee will not exceed \$250.00.

INTEREST RATE

We will charge interest on the lien created by the Accelerated Death Benefit. The interest rate accrued on the portion of the lien which is equal to the Cash Surrender Value of the Policy at the time of acceleration will be no more than the policy loan interest rate stated in the Policy. The amount of the lien in excess of the cash value of the Policy will accrue at the greater of the current yield on 90-day United States Treasury Bills, or the current maximum adjustable policy loan interest rate allowed by laws in the jurisdiction where the Policy is delivered.

WAIVER OF PREMIUM

We will waive all Premium under the Policy, including the Premium for additional riders, if any, for up to twelve (12) months immediately following the Accelerated Death Benefit. If the Insured is living following the twelfth (12th) month, Premium will no longer be waived pursuant to this Rider.

BENEFIT INELIGIBILITY

You are not eligible for the Accelerated Death Benefit under this Rider if:

- (a) You are required by law to use the Policy or this Rider to meet the claims of creditors, whether due to bankruptcy or otherwise;
- (b) You are required by a government agency to use the Policy or this Rider in order to apply for, obtain or retain a government benefit or entitlement; or
- (c) The Policy or this Rider is subject to any restrictions imposed by any court order or rule of law.

ASSIGNMENT

You may not assign this Rider or the Accelerated Death Benefit.

TERMINATION

This Rider will terminate at the earliest of the following:

- (a) The date We receive a written request to terminate the Rider. The Owner's written request and the Rider must be received by Us and no payment been made under the terms of the Rider;
- (b) The date a nonforfeiture benefit, if any, becomes effective under the Policy;
- (c) The date the Policy terminates as a result of the total of all loans and liens exceeding the Policy's Death Benefit; or,
- (d) The date the Policy terminates for any reason.

INCONTESTABILITY

This Rider will be incontestable, as to statements made in the application, after it has been in force for two (2) years from the Policy Date, except for non-payment of premium or in the case of fraud.

Reinstated coverage will be incontestable as to statements made in the reinstatement application after it has been in force for two (2) years from the date of reinstatement, except in the case of fraud.

REINSTATEMENT

If the Policy lapsed under the Policy's Grace Period provision, and the Policy is reinstated subject to the terms of the Policy's Reinstatement provision, We will reinstate this Rider if this Rider was in effect when the Policy lapsed.

CONSIDERATION

This Rider is issued in consideration of the application, a copy of which is attached to the Policy. This Rider is added automatically to the Policy at issue. There is no cost of insurance for this Rider.

EFFECTIVE DATE

The Rider Effective Date will be the Policy Date shown on a Policy Data Page.

A handwritten signature in black ink, reading "J. L. Fortini", is centered within a large, empty rectangular box. The signature is written in a cursive, flowing style.

Secretary



AMERICO FINANCIAL LIFE AND ANNUITY INSURANCE COMPANY

TERMINAL ILLNESS ACCELERATED DEATH BENEFIT RIDER

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THE DEATH BENEFIT AND CASH VALUES, IF ANY, WILL BE REDUCED IF THE ACCELERATED DEATH BENEFIT IS PAID.

TAX CONSEQUENCES

RECEIPT OF ACCELERATED BENEFIT PAYMENTS MAY ADVERSELY AFFECT ELIGIBILITY FOR MEDICAID OR OTHER GOVERNMENT BENEFITS OR ENTITLEMENTS. IN ADDITION, RECEIPT OF ACCELERATED BENEFIT PAYMENTS MAY BE TAXABLE. THE OWNER SHOULD SEEK INFORMATION FROM A PERSONAL TAX ADVISOR ABOUT THE TAX STATUS OF THIS ACCELERATED DEATH BENEFIT.

DEFINITIONS

Accelerated Death Benefit means an advance payment of a portion of the Death Benefit proceeds payable under the Policy to the Owner, during the lifetime of the Insured, at the time of a Qualifying Event.

Death Benefit means the proceeds payable at death under the Policy to which this Rider is attached, excluding any insurance benefit provided by another rider.

Immediate Family Member means a spouse, parent and grandparent, sister and brother, uncle and aunt, mother-in-law and father-in-law, brother-in-law and sister-in-law, son-in-law and daughter-in-law, nephew and niece, and child and grandchild, including an adopted, half, or step-child.

Insured means the person shown on a Policy Data Page and named in the application provided.

Owner means the Insured unless a different Owner is named in the application, or a new Owner is later named, subject to the terms of the change of ownership provision provided in the Policy.

Physician means a Medical Doctor (M.D.), or a Doctor of Osteopathy (D.O.), practicing within the scope of his or her license issued by the jurisdiction in which the Physician's services are rendered. Such jurisdiction must be within the United States of America, excluding any United States territories. The Physician may not be:

- (a) The Insured;
- (b) The Owner;
- (c) An Immediate Family Member of the Insured or Owner;
- (d) A person in the same medical practice as the Insured, Owner or Immediate Family Member; or
- (e) A person living at the same address as the Insured, Owner or Immediate Family Member.

Qualifying Event means a Terminal Illness that is reasonably expected to result in a drastically limited life span for the Insured. A drastically limited life span is twelve (12) months or less.

Terminal Illness means an illness or physical condition, including physical injury that can reasonably be expected to result in death.

RIDER BENEFIT

This Rider allows the Owner of the Policy to which this Rider is attached to receive a one (1) time Accelerated Death Benefit following a Qualifying Event. The request for the Accelerated Death Benefit must be in writing and the Company must receive the request while the Policy is in force.

We must receive written approval from any irrevocable beneficiary under the Policy and a full release of any assignment of the Policy as collateral. The Owner and any irrevocable beneficiary will be given a notice prior to electing the Accelerated Death Benefit showing the effect the Accelerated Death Benefit has on the Policy's Death Benefit, cash values, and policy loans, if any.

We must receive a written statement from a Physician certifying the Insured's medical condition and life expectancy.

We have the right to require, at Our expense, a second or third medical opinion to confirm the Insured's medical condition and life expectancy. The second medical opinion may include a physical examination by a Physician designated by Us. In the case of conflicting opinions, eligibility for the Accelerated Death Benefit will be determined by a third medical opinion that is provided by a Physician that is mutually acceptable to the Owner and the Company.

The Accelerated Death Benefit will be paid only as a lump sum.

If the Insured dies after the Owner requests the Accelerated Death Benefit and before the benefit is paid, the request will be cancelled, and the Death Benefit will be paid according to the Policy.

AMOUNT OF ACCELERATED DEATH BENEFIT

We will pay the Accelerated Death Benefit requested by the Owner, subject to the conditions and limitations stated in this Rider. The Owner may request up to the lesser of \$250,000.00 or 25% of the Death Benefit, determined as of the date the request is received. The minimum benefit amount is \$1,000.00.

EFFECT OF THE ACCELERATED DEATH BENEFIT

The Accelerated Death Benefit, the administrative fee, and any accrued interest will be a lien against the Policy's Death Benefit. Access to the Policy's cash value may be restricted to the excess of the cash value over the sum of the lien and any other outstanding policy loan.

All monthly deductions under the Policy, including additional rider monthly deductions, if any, will be waived as described under the Waiver of Monthly deductions provision of this Rider.

Payment of the Accelerated Death Benefit alone will not terminate the Policy.

All or part of the lien may be repaid at any time.

Any accidental death benefit provision of the Policy, or any other rider attached to the Policy, will not be affected by the payment of the Accelerated Death Benefit.

ADMINISTRATIVE FEE

We will charge an administrative fee for the Accelerated Death Benefit. The fee will not exceed \$250.00.

INTEREST RATE

We will charge interest on the lien created by the Accelerated Death Benefit. The interest rate accrued on the portion of the lien which is equal to the Cash Surrender Value of the Policy at the time of acceleration will be no more than the policy loan interest rate stated in the Policy. The amount of the lien in excess of the cash value of the Policy will accrue at the greater of the current yield on 90-day United States Treasury Bills, or the current maximum adjustable policy loan interest rate allowed by laws in the jurisdiction where the Policy is delivered.

WAIVER OF MONTHLY DEDUCTIONS

We will waive all monthly deductions under the Policy, including the monthly deductions for additional riders, if any, for up to twelve (12) months immediately following the Accelerated Death Benefit. If the Insured is living following the twelfth (12th) month, monthly deductions will no longer be waived pursuant to this Rider.

BENEFIT INELIGIBILITY

You are not eligible for the Accelerated Death Benefit under this Rider if:

- (a) You are required by law to use the Policy or this Rider to meet the claims of creditors, whether due to bankruptcy or otherwise;
- (b) You are required by a government agency to use the Policy or this Rider in order to apply for, obtain or retain a government benefit or entitlement; or
- (c) The Policy or this Rider is subject to any restrictions imposed by any court order or rule of law.

ASSIGNMENT

You may not assign this Rider or the Accelerated Death Benefit.

TERMINATION

This Rider will terminate at the earliest of the following:

- (a) The date We receive a written request to terminate the Rider. The Owner's written request and the Rider must be received by Us and no payment been made under the terms of the Rider;
- (b) The date a nonforfeiture benefit, if any, becomes effective under the Policy;

- (c) The date the Policy terminates as a result of the total of all loans and liens exceeding the Policy's Death Benefit; or,
- (d) The date the Policy terminates for any reason.

INCONTESTABILITY

This Rider will be incontestable, as to statements made in the application, after it has been in force for two (2) years from the Policy Date, except for non-payment of premium or in the case of fraud.

Reinstated coverage will be incontestable as to statements made in the reinstatement application after it has been in force for two (2) years from the date of reinstatement, except in the case of fraud.

REINSTATEMENT

If the Policy lapsed under the Policy's Grace Period provision, and the Policy is reinstated subject to the terms of the Policy's Reinstatement provision, We will reinstate this Rider if this Rider was in effect when the Policy lapsed.

CONSIDERATION

This Rider is issued in consideration of the application, a copy of which is attached to the Policy. This Rider is added automatically to the Policy at issue. There is no cost of insurance for this Rider.

EFFECTIVE DATE

The Rider Effective Date will be the Policy Date shown on a Policy Data Page.


Secretary

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Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: Readability Certification [UL].pdf		

	Item Status:	Status Date:
Satisfied - Item: Associated Forms List		
Comments:		
Attachment: Associated Forms List - AR (UL).pdf		

AMERICO FINANCIAL LIFE AND ANNUITY INSURANCE COMPANY

NAIC number: 0449-61999

FEIN number: 35-0810610

Readability Certification

I, Eric H. Petersen – FSA, MAAA hereby certify that the form listed below has the following readability score as calculated by the Flesch Reading Ease Test.

<u>Form Number</u>	<u>Form Description</u>	<u>Readability Score</u>
AAA2168-UL 50	Terminal Illness Accelerated Death Benefit Rider	50.4
AAA2168-UL 25	Terminal Illness Accelerated Death Benefit Rider	50.4

Eric H. Petersen – FSA, MAAA

Assistant Vice President – Product Development
Title

March 23, 2011
Date

AMERICO FINANCIAL LIFE AND ANNUITY INSURANCE COMPANY

NAIC: 0449-61999

FEIN: 35-0810610

**STATE of ARKANSAS
Associated Forms List**

Description	Form Number	Disposition	Disposition Date	SERFF Tracking No. / State I.D.
Flexible Premium Adj. Life Policy End at 105 & data pages; Flexible Premium Adj. Life Policy End at 100 & data pages	ABB295, ABB295 (15), ABB295 (20), ABB295(25), ABB295 (30), ABB296, ABB296 (15), ABB296 (20), ABB296 (25), ABB296 (30)	approved	9/3/2010	AFLC-126775221/46597