

SERFF Tracking Number: AMNA-127076498 State: Arkansas
Filing Company: American National Insurance Company State Tracking Number: 48242
Company Tracking Number: ABR 2011
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Accelerated Benefit Rider
Project Name/Number: ABR 2011/

Filing at a Glance

Company: American National Insurance Company

Product Name: Accelerated Benefit Rider

TOI: L071 Individual Life - Whole

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

Filing Type: Form

SERFF Tr Num: AMNA-127076498 State: Arkansas

SERFF Status: Closed-Approved-
Closed State Tr Num: 48242

Co Tr Num: ABR 2011

State Status: Approved-Closed

Reviewer(s): Linda Bird

Authors: Tyra Reed, Amber Adams Disposition Date: 05/09/2011

Date Submitted: 03/14/2011

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: ABR 2011

Project Number:

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Filing Status Changed: 05/09/2011

State Status Changed: 03/17/2011

Created By: Amber Adams

Corresponding Filing Tracking Number:

Filing Description:

Arkansas Insurance Department

Compliance - Life and Health

1200 West Third Street

Little Rock AR 72201-1904

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type:

Overall Rate Impact:

Deemer Date:

Submitted By: Amber Adams

RE: American National Insurance Company (NAIC: 60739 FEIN: 74-0484030) Filing Of:

Form ABR11-TM μ V Accelerated Benefit Rider for Terminal Illness

Form ABR11-CH μ V Accelerated Benefit Rider for Chronic Illness

SERFF Tracking Number: AMNA-127076498 State: Arkansas
Filing Company: American National Insurance Company State Tracking Number: 48242
Company Tracking Number: ABR 2011
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Accelerated Benefit Rider
Project Name/Number: ABR 2011/

Form ABR11-CT iV Accelerated Benefit Rider for Critical Illness

SERFF Tracking Number: AMNA-127076498

Company Tracking Number: ABR2011

Dear Reviewer:

Dear Reviewer:

Please find attached the above referenced forms for your department's review and approval. This is a new filing of three accelerated benefit rider forms used with individual life insurance policies. These are new forms and will not replace any previously filed forms. The riders, associated disclosure forms, and election form will be used with previously filed and approved individual life insurance products.

There are three distinct accelerated benefit riders, as describe below:

Form ABR11-TM iV is the Accelerated Benefit Rider for Terminal Illness. The benefit from this rider may be available when the death of the insured is expected in 24 months or less.

Form ABR11-CH iV is the Accelerated Benefit Rider for Chronic Illness. The benefit from this rider may be available when the insured is unable to perform two activities of daily living or the insured requires constant supervision due to severe cognitive impairment.

Form ABR11-CT iV is an Accelerated Benefit Rider for Critical Illness. The benefit from the rider may be available if the insured experiences a specific qualifying health event.

ABRDS iV is the Summary and Disclosure Notice. This form will be provided at the time of application and requires the Owner and agent's signature. The form must be returned to the Company with the completed application. The form provides various information regarding the benefit available, possible tax consequences, possible affect on receipt of public funds and other important information.

Form ABR11-EF iV is the Accelerated Benefit Election Form that will be sent to the insured after reporting a qualifying condition and will include the offer to accelerate benefits. The form must be signed and returned to effectuate the acceleration. The form demonstrates the effect the acceleration of the death benefit(s) has on the policy and/or covered riders.

ABR11DSE iV is the Summary and Disclosure Notice provided to the Owner with the Accelerated Benefit Election Form. The form provides various information regarding the benefit available, possible tax consequences, possible affect

SERFF Tracking Number: AMNA-127076498 State: Arkansas
Filing Company: American National Insurance Company State Tracking Number: 48242
Company Tracking Number: ABR 2011
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Accelerated Benefit Rider
Project Name/Number: ABR 2011/

on receipt of public funds and other important information. This form is sent with the Accelerated Benefit Election Form and requires that the Owner signs the form and return it with the Accelerated Benefit Election Form.

In order for a policy to be eligible for the terminal illness rider, there must be a minimum \$25,000 total death benefit. A policy must have a minimum \$50,000 total death benefit to qualify for the chronic and critical illness riders. The accelerated death benefit riders will not be available on total death benefits exceeding \$1,000,000, this includes any previously issued policies with accelerated benefits.

The chronic and critical illness riders will not be available on policies rated table 5 or higher or with a flat extra greater than \$5 per 1000.

These riders will be added at the time of application for new issues and available post issue for currently in-force business. These riders will be attached to and made part of the policy. There is no additional premium associated with these riders. An administrative fee, not to exceed \$500, will be deducted upon acceleration.

Neither the chronic nor critical illness rider will issue without the terminal illness rider.

Additional information/supporting documentation included in this submission is as follows:

- „X Statement of Variability for the rider form
- „X Actuarial Memorandum
- „X Certificate of Readability
- „X Payment of any required filing fee
- „X Any requirement for a third party authorization has been bypassed, as this is not a third-party filing.
- „X We confirm that the rider(s) will not be attached to any employer-employee plans that are subject to the Norris decision and/or Title VII of the Civil Rights Act of 1964.

Sincerely,

Amber L. Adams

Amber L. Adams
Product Development Attorney

Company and Contact

Filing Contact Information

Tyra Reed, Policy Analyst tyra.reed@anico.com

SERFF Tracking Number: AMNA-127076498 State: Arkansas
 Filing Company: American National Insurance Company State Tracking Number: 48242
 Company Tracking Number: ABR 2011
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: Accelerated Benefit Rider
 Project Name/Number: ABR 2011/

One Moody Plaza 409-763-1112 [Phone] 5222 [Ext]
 Product Development--14th Floor 409-766-6933 [FAX]
 Galveston, TX 77550

Filing Company Information

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$300.00
 Retaliatory? Yes
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American National Insurance Company	\$300.00	03/14/2011	45550198
American National Insurance Company	\$100.00	05/05/2011	47277233

SERFF Tracking Number: AMNA-127076498 State: Arkansas
 Filing Company: American National Insurance Company State Tracking Number: 48242
 Company Tracking Number: ABR 2011
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: Accelerated Benefit Rider
 Project Name/Number: ABR 2011/

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/09/2011	05/09/2011
Approved-Closed	Linda Bird	03/17/2011	03/17/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Accelerated Benefit Rider for Terminal Illness	Amber Adams	05/04/2011	05/05/2011

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Please re-open file	Note To Filer	Linda Bird	05/04/2011	05/04/2011
Please re-open file	Note To Reviewer	Amber Adams	05/03/2011	05/03/2011

SERFF Tracking Number: AMNA-127076498 *State:* Arkansas
Filing Company: American National Insurance Company *State Tracking Number:* 48242
Company Tracking Number: ABR 2011
TOI: L071 Individual Life - Whole *Sub-TOI:* L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: Accelerated Benefit Rider
Project Name/Number: ABR 2011/

Disposition

Disposition Date: 05/09/2011

Implementation Date:

Status: Approved-Closed

Comment: Company has corrected form ABR11-TM under the "General Terms" section on page 4 of the original submission.

Rate data does NOT apply to filing.

SERFF Tracking Number: AMNA-127076498 State: Arkansas
 Filing Company: American National Insurance Company State Tracking Number: 48242
 Company Tracking Number: ABR 2011
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: Accelerated Benefit Rider
 Project Name/Number: ABR 2011/

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Memorandum of Variable Material		Yes
Supporting Document	Disclosure used at the time of application		Yes
Supporting Document	Disclosure used at time of election		Yes
Supporting Document	Accelerated Benefit Election Form		Yes
Supporting Document	Cover Letter		Yes
Form (revised)	Accelerated Benefit Rider for Terminal Illness		Yes
Form	Accelerated Benefit Rider for Terminal Illness	Replaced	Yes
Form	Accelerated Benefit Rider for Chronic Illness		Yes
Form	Accelerated Benefit Rider for Chronic Illness		Yes

SERFF Tracking Number: AMNA-127076498 *State:* Arkansas
Filing Company: American National Insurance Company *State Tracking Number:* 48242
Company Tracking Number: ABR 2011
TOI: L071 Individual Life - Whole *Sub-TOI:* L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: Accelerated Benefit Rider
Project Name/Number: ABR 2011/

Disposition

Disposition Date: 03/17/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AMNA-127076498 State: Arkansas
 Filing Company: American National Insurance Company State Tracking Number: 48242
 Company Tracking Number: ABR 2011
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: Accelerated Benefit Rider
 Project Name/Number: ABR 2011/

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Memorandum of Variable Material		Yes
Supporting Document	Disclosure used at the time of application		Yes
Supporting Document	Disclosure used at time of election		Yes
Supporting Document	Accelerated Benefit Election Form		Yes
Supporting Document	Cover Letter		Yes
Form (revised)	Accelerated Benefit Rider for Terminal Illness		Yes
Form	Accelerated Benefit Rider for Terminal Illness	Replaced	Yes
Form	Accelerated Benefit Rider for Chronic Illness		Yes
Form	Accelerated Benefit Rider for Chronic Illness		Yes

SERFF Tracking Number: AMNA-127076498 State: Arkansas
 Filing Company: American National Insurance Company State Tracking Number: 48242
 Company Tracking Number: ABR 2011
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: Accelerated Benefit Rider
 Project Name/Number: ABR 2011/

Amendment Letter

Submitted Date: 05/05/2011

Comments:

During the review of the test print of this form, it was discovered that there was duplicative language under the "General Terms" section on page 4. These two paragraphs have been removed. No other changes were made to the form.

Please note that this product is not currently available to the public and no policy forms have been issued. This error was discovered during the testing of this product.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
Form ABR11-TM	Policy/Contract/Fraternal Certificate: Insert Page, Endorsement or Rider	Accelerated Benefit Rider for Terminal Illness	Initial				51.500	Form ABR11-TM.pdf

SERFF Tracking Number: AMNA-127076498 *State:* Arkansas
Filing Company: American National Insurance Company *State Tracking Number:* 48242
Company Tracking Number: ABR 2011
TOI: L071 Individual Life - Whole *Sub-TOI:* L071.101 Fixed/Indeterminate Premium - Single Life

Product Name: Accelerated Benefit Rider
Project Name/Number: ABR 2011/

Note To Filer

Created By:

Linda Bird on 05/04/2011 10:32 AM

Last Edited By:

Linda Bird

Submitted On:

05/04/2011 10:32 AM

Subject:

Please re-open file

Comments:

Filing has been re-opened in order for correction to be made. A filing fee will need to be submitted with the corrected form.

SERFF Tracking Number: AMNA-127076498 *State:* Arkansas
Filing Company: American National Insurance Company *State Tracking Number:* 48242
Company Tracking Number: ABR 2011
TOI: L071 Individual Life - Whole *Sub-TOI:* L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Accelerated Benefit Rider
Project Name/Number: ABR 2011/

Note To Reviewer

Created By:

Amber Adams on 05/03/2011 03:59 PM

Last Edited By:

Amber Adams

Submitted On:

05/03/2011 03:59 PM

Subject:

Please re-open file

Comments:

During the review of the test print of Form ABR11-TM, it was discovered that there was duplicative language under the "General Terms" section on page 4. We would like to re-open the filing so we may remove this duplicative language.

Sorry for any confusion this may cause.

SERFF Tracking Number: AMNA-127076498 State: Arkansas
 Filing Company: American National Insurance Company State Tracking Number: 48242
 Company Tracking Number: ABR 2011
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: Accelerated Benefit Rider
 Project Name/Number: ABR 2011/

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	Form ABR11-TM	Policy/Cont Accelerated Benefit ract/Fratern Rider for Terminal al Illness Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		51.500	Form ABR11-TM.pdf
	Form ABR11-CH	Policy/Cont Accelerated Benefit ract/Fratern Rider for Chronic al Illness Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.400	Form ABR11-CH.pdf
	Form ABR11-CT	Policy/Cont Accelerated Benefit ract/Fratern Rider for Chronic al Illness Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		52.100	Form ABR11-CT.pdf



AMERICAN NATIONAL INSURANCE COMPANY
A STOCK LIFE INSURANCE COMPANY

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

(The telephone number above is available for Policyholders to make inquiries or obtain information about coverage and provide assistance in resolving complaints.)

ACCELERATED BENEFIT RIDER FOR TERMINAL ILLNESS

NOTICE: Payment of an Accelerated Benefit under this Rider will terminate the Base Policy and/or Covered Rider(s) for which the Accelerated Benefit is paid. Receipt of an Accelerated Benefit may be a taxable event. You should consult a tax advisor regarding the tax status of any benefit paid to You under this Rider.

Receipt of Accelerated Benefits may affect your eligibility for Medicaid, supplemental security income, or other government benefits or entitlements.

This Rider is attached to and made a part of Your Base Policy. Except as provided in this Rider, all other terms, provisions, and conditions of Your Base Policy remain the same. No additional Premium is required for this Rider.

Capitalized terms not defined in this Rider have the meaning given in the Base Policy to which this Rider is attached.

Upon acceleration, You will not receive the full Death Benefit, but rather a reduced amount defined below as the Accelerated Benefit Payment.

DEFINITIONS

Base Policy - The Policy to which this Rider is attached.

Rider Insured - The Insured under the Base Policy or any Insured under a Covered Rider. Benefits may be payable under this Rider if a Rider Insured has a Terminal Illness.

Base Policy Insured - The person named as the Insured in the Base Policy.

Covered Rider - Any Rider attached to the Base Policy providing permanent or term life insurance, excluding accidental death benefits and Child Term Riders.

Eligible Death Benefit - The total Death Benefit under the Base Policy and any Covered Riders attributable to a Rider Insured who has a Terminal Illness.

Terminal Illness - An illness or chronic condition that is reasonably expected to result in the death of the Rider Insured within 24 months or less.

Physician - A doctor of medicine or osteopathy, practicing within the scope of their license, issued by the jurisdiction in the United States of America in which the services are rendered. Physician cannot be the Owner, the Rider Insured, or a member of the Owner or Rider Insured's immediate family. Immediate family includes parents, step-parents, grandparents, spouse, domestic partner, children (natural, adopted, or step), siblings, grandchildren or in-laws.

BENEFITS

Accelerated Benefit - Subject to the terms of this Rider, We will pay You an Accelerated Benefit during the lifetime of a Rider Insured, upon proof that the Rider Insured has a Terminal Illness, as defined above. The Accelerated Benefit will be paid:

- a. upon Your election, and
- b. in lieu of payment of the Eligible Death Benefit.

No Accelerated Benefit will be paid for any Terminal Illness that results from any self-inflicted injury or attempted suicide.

Accelerated Benefit Payment - The Accelerated Benefit Payment will be equal to the Eligible Death Benefit less the following deductions:

- a. the actuarial discount, as determined by Us;
- b. an administrative charge not to exceed \$500; and,
- c. any policy debt, if the qualifying Rider Insured is also the Base Policy Insured.

The Accelerated Benefit Payment for the Base Policy Insured will never be less than the cash surrender value of the Base Policy, if any.

The actuarial discount is determined by the following factors:

- a. the Eligible Death Benefit;
- b. the cash surrender value of the Base Policy;
- c. any future premiums required to be paid to keep the Eligible Death Benefit in force;
- d. any future anticipated dividends for the Base Policy;
- e. the Accelerated Benefit Interest Rate in effect; and,
- f. a mortality table for terminally ill individuals, as determined by Us.

The Accelerated Benefit Payment will be calculated as a lump sum. You may choose to receive the Accelerated Benefit Payment in a lump sum or a series of periodic payments. If You elect periodic payments, You may apply the Accelerated Benefit Payment to any non-life contingent Settlement Option pursuant to the Settlement Options provision of the Base Policy.

The Accelerated Benefit Payment will be paid to You or Your estate while the Rider Insured is living, unless otherwise designated by You.

If the Rider Insured dies after the periodic payments begin, the remaining payments will be paid pursuant to the Beneficiary provision of the Base Policy, unless otherwise designated by You.

Accelerated Benefit Interest Rate - An interest rate We declare, not to exceed the greater of:

- a. the yield on 90-day Treasury Bills on the Election Date; or,
- b. the maximum current adjustable policy loan interest rate allowed by law.

PROCESS FOR ACCELERATING BENEFITS

Reporting - You must provide Us written proof, satisfactory to Us, that a Rider Insured has a Terminal Illness. Written proof should include:

- a. a certification from a Physician that the Rider Insured has a Terminal Illness; and,
- b. complete records of the Rider Insured's medical history, diagnoses, and treatments.

We reserve the right to have the Rider Insured examined by a Physician of Our own choosing, when and as often as We may deem necessary, while an Election of Accelerated Benefits is pending. Such examination will be made at Our expense.

Offer - If We determine benefits are payable under this Rider, We will make You an offer of an Accelerated Benefit Payment and demonstrate the impact the Election will have on the benefits of the Base Policy or Covered Rider. We will provide You with an Accelerated Benefit Election Form, which must be completed and returned to Us within 60 days of receipt.

Election - Following the receipt of Our offer, You may elect to accelerate the Eligible Death Benefit. You must provide Us with written consent from any Assignee or Irrevocable Beneficiary. We may require that You return Your Base Policy with Your Accelerated Benefit Election Form to Our Administrative Office.

The Accelerated Benefit Payment will be paid to You in lieu of the Eligible Death Benefit. The Base Policy and/or any Covered Rider(s) contributing to the Eligible Death Benefit will terminate upon the Election Date.

The Accelerated Benefit Payment for the Base Policy Insured will first pay all debt on the Base Policy.

If an Accelerated Benefit is elected for the Base Policy Insured, any Rider attached to the Base Policy will be treated as if the Base Policy Insured has died. Acceleration of a Covered Rider will be treated as though the Rider Insured has died for the purpose of determining the impact of the acceleration on the Base Policy.

If the Rider Insured dies after reporting a Terminal Illness, but before You receive the Accelerated Benefit Payment, then We will rescind the Offer and pay the Death Benefit pursuant to the Base Policy and/or Covered Rider(s).

Election Date - The Election Date is the date You sign the Accelerated Benefit Election Form.

GENERAL TERMS

Termination. This Rider will terminate at the earliest of:

- a. the date when the Base Policy to which this Rider is attached terminates;
- b. the date the Base Policy becomes extended term insurance coverage under any default benefit or nonforfeiture option; or
- c. the date we receive the Owner's written request to terminate this Rider.

Reinstatement. This Rider may be reinstated pursuant to the Reinstatement provision in the Base Policy to which this Rider is attached.

Incontestability. This Rider is contestable on the same basis as the Base Policy to which it is attached.

Legal Requirements. If the Owner is required by law to elect Accelerated Benefits to meet the claims of creditors, whether in bankruptcy or otherwise, Accelerated Benefits will not be available.

If the Owner is required by a government agency to elect Accelerated Benefits to apply for, obtain, or keep a government benefit or entitlement, Accelerated Benefits will not be available.

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

[]
[J. Mark Flippin]
[Secretary]

[]
[G. R. Ferdinandtsen]
[President]



AMERICAN NATIONAL INSURANCE COMPANY
A STOCK LIFE INSURANCE COMPANY

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

(The telephone number above is available for Policyholders to make inquiries or obtain information about coverage and provide assistance in resolving complaints.)

ACCELERATED BENEFIT RIDER FOR CHRONIC ILLNESS

NOTICE: Payment of an Accelerated Benefit under this Rider will terminate the Base Policy and/or Covered Rider(s) for which the Accelerated Benefit is paid. Receipt of an Accelerated Benefit may be a taxable event. You should consult a tax advisor regarding the tax status of any benefit paid to You under this Rider.

Receipt of Accelerated Benefits may affect your eligibility for Medicaid, supplemental security income, or other government benefits or entitlements.

This Rider is attached to and made a part of Your Base Policy. Except as provided in this Rider, all other terms, provisions, and conditions of Your Base Policy remain the same. No additional Premium is required for this Rider.

Capitalized terms not defined in this Rider have the meaning given in the Base Policy to which this Rider is attached.

Election of an Accelerated Benefit may only be beneficial if the Covered Chronic Illness results in significant deterioration of the Rider Insured's life expectancy.

Upon acceleration, You will not receive the full Death Benefit, but rather a reduced amount defined below as the Accelerated Benefit Payment.

DEFINITIONS

Base Policy - The Policy to which this Rider is attached.

Rider Insured - The Insured under the Base Policy or any Insured under a Covered Rider. Benefits may be payable under this Rider if a Rider Insured has a Covered Chronic Illness.

Base Policy Insured - The person named as the Insured in the Base Policy.

Covered Rider - Any Rider attached to the Base Policy providing permanent or term life insurance, excluding accidental death benefits and Child Term Riders.

Eligible Death Benefit - The total Death Benefit under the Base Policy and any Covered Riders attributable to a Rider Insured who has a Covered Chronic Illness.

Covered Chronic Illness - A Covered Chronic Illness is an illness or physical condition in which the Rider Insured:

- a. is unable to perform at least two (2) Activities of Daily Living, without Substantial Assistance from another person, due to a loss of functional capacity for a period of at least ninety (90) days; or,
- b. requires supervision by another person to protect the Rider Insured from threats to health and safety due to the Rider Insured's Severe Cognitive Impairment.

Licensed Health Care Practitioner - A Licensed Health Care Practitioner must be a physician, a registered professional nurse, or a licensed social worker. The Licensed Health Care Practitioner must be acting within the scope of their license, issued by the jurisdiction of the United States of America in which the services are rendered, when certifying to the Rider Insured's loss of functional capacity.

The Licensed Health Care Practitioner cannot be the Owner, the Rider Insured, or a member of the Owner or Rider Insured's immediate family. Immediate family includes parents, step-parents, grandparents, spouse, domestic partner, children (natural, adopted, or step), siblings, grandchildren or in-laws.

Substantial Assistance - Substantial Assistance means hands-on or stand-by assistance. Hands-on assistance means the physical assistance of another person without which the Rider Insured would be unable to perform an Activity of Daily Living. Stand-by assistance means the presence of another person within arm's reach of the Rider Insured that is necessary to prevent, by physical intervention, injury to the Rider Insured while the Rider Insured is performing an Activity of Daily Living.

Activities of Daily Living - The Activities of Daily Living are:

- a. Bathing - including washing oneself by sponge bath, or in a tub or shower, including the task of getting into and out of the tub or shower.
- b. Continence - the ability to maintain control of bowel and bladder function, or when unable to maintain control of bowel or bladder function, the ability to perform associated person hygiene, including caring for a catheter or colostomy bag.
- c. Dressing - the ability to put on and take off all items of clothing and any necessary braces, fasteners, or artificial limbs.
- d. Eating - the ability to feed oneself by getting food into the body from a receptacle, such as a plate, cup, or table, or by a feeding tube or intravenously.
- e. Toileting - the ability to get to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
- f. Transferring - the ability to move into and out of a bed, chair, or wheelchair.

Severe Cognitive Impairment - Severe Cognitive Impairment is the deterioration or loss of intellectual capacity that is:

- a. comparable to, and includes, Alzheimer's Disease and similar forms of irreversible dementia; and,
- b. measured by clinical evidence and standardized tests which reliably measure impairment in:
 1. short-term or long-term memory;
 2. orientation to people, places, or time;
 3. deductive or abstract reasoning; or
 4. judgment as it relates to safety awareness.

BENEFITS

Accelerated Benefit - Subject to the terms of this Rider, We will pay You an Accelerated Benefit during the lifetime of a Rider Insured, upon proof that the Rider Insured has a Covered Chronic Illness, as defined above. The Accelerated Benefit will be paid:

- a. upon Your election, and
- b. in lieu of payment of the Eligible Death Benefit.

No Accelerated Benefit will be paid within the first two policy years of the Issue Date of the Base Policy for a Covered Chronic Illness.

No Accelerated Benefit will be paid for any Covered Chronic Illness that results from any self-inflicted injury or attempted suicide.

Accelerated Benefit Payment - The Accelerated Benefit Payment will be equal to the Eligible Death Benefit less the following deductions:

- a. the actuarial discount, as determined by Us;
- b. an administrative charge not to exceed \$500; and,
- c. any policy debt, if the qualifying Rider Insured is also the Base Policy Insured.

The Accelerated Benefit Payment for the Base Policy Insured will never be less than the cash surrender value of the Base Policy, if any.

The actuarial discount is determined by the following factors:

- a. the Eligible Death Benefit;
- b. the cash surrender value of the Base Policy;
- c. any future premiums required to be paid to keep the Eligible Death Benefit in force;
- d. any future anticipated dividends for the Base Policy;
- e. the Accelerated Benefit Interest Rate in effect; and,
- f. Our determination of the future expected mortality of the qualifying Rider Insured.

The Accelerated Benefit Payment will be calculated as a lump sum. You may choose to receive the Accelerated Benefit Payment in a lump sum or a series of periodic payments. If You elect periodic payments, You may apply the Accelerated Benefit Payment to any non-life contingent Settlement Option pursuant to the Settlement Options provision of the Base Policy.

The Accelerated Benefit Payment will be paid to You or Your estate while the Rider Insured is living, unless otherwise designated by You.

If the Rider Insured dies after the periodic payments begin, the remaining payments will be paid pursuant to the Beneficiary provision of the Base Policy, unless otherwise designated by You.

Accelerated Benefit Interest Rate - An interest rate We declare, not to exceed the greater of:

- a. the yield on 90-day Treasury Bills on the Election Date; or,
- b. the current maximum adjustable policy loan interest rate allowed by law.

PROCESS FOR ACCELERATING BENEFITS

Reporting - You must provide Us written proof, satisfactory to Us, that the Rider Insured has a Covered Chronic Illness. Written proof should include:

- a. a certification from a Licensed Health Care Practitioner that the Rider Insured has a Covered Chronic Illness; and,
- b. complete records of the Rider Insured's medical history, diagnoses, and treatments.

A Licensed Health Care Practitioner must certify to the 90-day loss of functional capacity within the twelve (12) months immediately preceding the Election Date.

We reserve the right to have the Rider Insured examined by a Physician of Our own choosing, when and as often as We may deem necessary, while an Election of Accelerated Benefits is pending. Such examination will be made at Our expense.

Offer - If We determine benefits are payable under this Rider, We will make You an offer of an Accelerated Benefit Payment and demonstrate the impact the Election will have on the benefits of the Base Policy or Covered Rider. We will provide You with an Accelerated Benefit Election Form, which must be completed and returned to Us within 60 days of receipt.

Election - Following the receipt of Our offer, You may elect to accelerate the Eligible Death Benefit. You must provide Us with written consent from any Assignee or Irrevocable Beneficiary. We may require that You return Your Base Policy with Your Accelerated Benefit Election Form to Our Administrative Office.

The Accelerated Benefit Payment will be paid to You in lieu of the Eligible Death Benefit. The Base Policy and/or any Covered Rider(s) contributing to the Eligible Death Benefit will terminate upon the Election Date.

The Accelerated Benefit Payment for the Base Policy Insured will first pay all debt on the Base Policy.

If an Accelerated Benefit is elected for the Base Policy Insured, any Rider attached to the Base Policy will be treated as if the Base Policy Insured has died. Acceleration of a Covered Rider will be treated as though the Rider Insured has died for the purpose of determining the impact of the acceleration on the Base Policy.

If the Rider Insured dies after reporting a Covered Chronic Illness, but before You receive the Accelerated Benefit Payment, then We will rescind the Offer and pay the Death Benefit pursuant to the Base Policy and/or Covered Rider(s).

Election Date - The Election Date is the date You sign the Accelerated Benefit Election Form.

GENERAL TERMS

Termination - This Rider will terminate at the earliest of:

- a. the date when the Base Policy to which this Rider is attached terminates;
- b. the date the Base Policy becomes extended term insurance coverage under any default benefit or nonforfeiture option; or
- c. the date we receive the Owner's written request to terminate this Rider.

Reinstatement - This Rider may be reinstated pursuant to the Reinstatement provision in the Base Policy to which this Rider is attached.

Incontestability - This Rider is contestable on the same basis as the Base Policy to which it is attached.

Legal Requirements - If the Owner is required by law to elect Accelerated Benefits to meet the claims of creditors, whether in bankruptcy or otherwise, Accelerated Benefits will not be available.

If the Owner is required by a government agency to elect Accelerated Benefits to apply for, obtain, or keep a government benefit or entitlement, Accelerated Benefits will not be available.

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

[]
[J. Mark Flippin]
[Secretary]

[]
[G. R. Ferdinandtsen]
[President]



AMERICAN NATIONAL INSURANCE COMPANY
A STOCK LIFE INSURANCE COMPANY

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

(The telephone number above is available for Policyholders to make inquiries or obtain information about coverage and provide assistance in resolving complaints.)

ACCELERATED BENEFIT RIDER FOR CRITICAL ILLNESS

NOTICE: Payment of an Accelerated Benefit under this Rider will terminate the Base Policy and/or Covered Rider(s) for which the Accelerated Benefit is paid. Receipt of an Accelerated Benefit may be a taxable event. You should consult a tax advisor regarding the tax status of any benefit paid to You under this Rider.

Receipt of Accelerated Benefits may affect your eligibility for Medicaid, supplemental security income, or other government benefits or entitlements.

This Rider is attached to and made a part of Your Base Policy. Except as provided in this Rider, all other terms, provisions, and conditions of Your Base Policy remain the same. No additional Premium is required for this Rider.

Capitalized terms not defined in this Rider have the meaning given in the Base Policy to which this Rider is attached.

Election of an Accelerated Benefit may only be beneficial if the Qualifying Event results in significant deterioration of the Rider Insured's life expectancy.

Upon acceleration, You will not receive the full Death Benefit, but rather a reduced amount defined below as the Accelerated Benefit Payment.

DEFINITIONS

Base Policy - The Policy to which this Rider is attached.

Rider Insured - The Insured under the Base Policy or any Insured under a Covered Rider. Benefits may be payable under this Rider if a Rider Insured experiences a Qualifying Event.

Base Policy Insured - The person named as the Insured in the Base Policy.

Covered Rider - Any Rider attached to the Base Policy providing permanent or term life insurance, excluding accidental death benefits and Child Term Riders.

Eligible Death Benefit - The total Death Benefit under the Base Policy and any Covered Riders attributable to a Rider Insured who has experienced a Qualifying Event.

Physician - A doctor of medicine or osteopathy, practicing within the scope of their license, issued by the jurisdiction in the United States of America in which the services are rendered. Physician cannot be the Owner, the Rider Insured, or a member of the Owner or Rider Insured's immediate family. Immediate family includes parents, step-parents, grandparents, spouse, domestic partner, children (natural, adopted, or step), siblings, grandchildren or in-laws.

BENEFITS

Accelerated Benefit - Subject to the terms of this Rider, We will pay You an Accelerated Benefit during the lifetime of a Rider Insured, upon proof that the Rider Insured has experienced a Qualifying Event, as defined below. The Accelerated Benefit will be paid:

- a. upon Your election, and
- b. in lieu of payment of the Eligible Death Benefit.

No Accelerated Benefit will be paid for any Qualifying Event that occurs on or before the date of issue of the Base Policy or Covered Rider(s) to which this Rider is attached.

No Accelerated Benefit will be paid for any Qualifying Event that results from any self-inflicted injury or attempted suicide.

Accelerated Benefit Payment - The Accelerated Benefit Payment will be equal to the Eligible Death Benefit less the following deductions:

- a. the actuarial discount, as determined by Us;
- b. an administrative charge not to exceed \$500; and,
- c. any policy debt, if the qualifying Rider Insured is also the Base Policy Insured.

The Accelerated Benefit Payment for the Base Policy Insured will never be less than the cash surrender value of the Base Policy, if any.

The actuarial discount is determined by the following factors:

- a. the Eligible Death Benefit;
- b. the cash surrender value of the Base Policy;
- c. any future premiums required to be paid to keep the Eligible Death Benefit in force;
- d. any future anticipated dividends for the Base Policy;
- e. the Accelerated Benefit Interest Rate in effect; and,
- f. Our determination of the future expected mortality of the qualifying Rider Insured.

The Accelerated Benefit Payment will be calculated as a lump sum. You may choose to receive the Accelerated Benefit Payment in a lump sum or a series of periodic payments. If You elect periodic payments, You may apply the Accelerated Benefit Payment to any non-life contingent Settlement Option pursuant to the Settlement Options provision of the Base Policy.

The Accelerated Benefit Payment will be paid to You or Your estate while the Rider Insured is living, unless otherwise designated by You.

If the Rider Insured dies after the periodic payments begin, the remaining payments will be paid pursuant to the Beneficiary provision of the Base Policy, unless otherwise designated by You.

Accelerated Benefit Interest Rate - An interest rate We declare, not to exceed the greater of:

- a. the yield on 90-day Treasury Bills on the Election Date; or,
- b. the current maximum adjustable policy loan interest rate allowed by law.

PROCESS FOR ACCELERATING BENEFITS

Reporting - You must report to Us a Qualifying Event, at Our Administrative Office, within 365 days following the occurrence of the Qualifying Event. You must provide Us written proof, satisfactory to Us, that a Rider Insured has experienced a Qualifying Event. Written proof should include:

- a. a certification from a Physician that the Rider Insured has experienced a Qualifying Event; and,
- b. complete records of the Rider Insured's medical history, diagnoses, and treatments.

We reserve the right to have the Rider Insured examined by a Physician of Our own choosing, when and as often as We may deem necessary, while an Election of Accelerated Benefits is pending. Such examination will be made at Our expense.

We will not evaluate a claim until at least 30 days after a Qualifying Event.

Offer - If We determine benefits are payable under this Rider, We will make You an offer of an Accelerated Benefit Payment and demonstrate the impact the Election will have on the benefits of the Base Policy or Covered Rider. We will provide You with an Accelerated Benefit Election Form, which must be completed and returned to Us within 60 days of receipt.

Election - Following the receipt of Our offer, You may elect to accelerate the Eligible Death Benefit. You must provide Us with written consent from any Assignee or Irrevocable Beneficiary. We may require that You return Your Base Policy with Your Accelerated Benefit Election Form to Our Administrative Office.

The Accelerated Benefit Payment will be paid to You in lieu of the Eligible Death Benefit. The Base Policy and/or any Covered Rider(s) contributing to the Eligible Death Benefit will terminate upon the Election Date.

The Accelerated Benefit Payment for the Base Policy Insured will first pay all debt on the Base Policy.

If an Accelerated Benefit is elected for the Base Policy Insured, any Rider attached to the Base Policy will be treated as if the Base Policy Insured has died. Acceleration of a Covered Rider will be treated as though the Rider Insured has died for the purpose of determining the impact of the acceleration on the Base Policy.

If the Rider Insured dies after reporting a Qualifying Event, but before You receive the Accelerated Benefit Payment, then We will rescind the Offer and pay the Death Benefit pursuant to the Base Policy and/or Covered Rider(s).

Election Date - The Election Date is the date You sign the Accelerated Benefit Election Form.

QUALIFYING EVENTS

An Accelerated Benefit may be requested if a Rider Insured experiences a Qualifying Event covered by this Rider while the Base Policy is in force. The Qualifying Events covered by this Rider are:

- a. **Heart Attack** (myocardial infarction) - The death of a portion of the heart muscle resulting from inadequate blood supply to the relevant area. Heart Attack does not include angina or the chance finding of electrocardiographic (EKG) changes indicative of a previous heart attack. The diagnosis of a Heart Attack must be made by a Physician board certified in Cardiology and based on the presence of:
 1. associated new EKG changes which support the diagnosis; and,
 2. elevation of cardiac enzymes above standard laboratory levels.
- b. **Stroke** - A cerebrovascular accident or infarction (death) of brain tissue caused by hemorrhage, embolism, or thrombosis resulting in paralysis or other measurable neurological deficit which persists for 96 hours following the occurrence of the Stroke. Stroke does not include transient ischemic attacks. The diagnosis of a Stroke must be made by a Physician board certified in Neurology.
- c. **Invasive Cancer** - A disease which is characterized by the presence and uncontrolled growth and spread of malignant cells and the invasion of normal tissue. Invasive Cancer must be diagnosed by a pathological or clinical diagnosis. Invasive Cancer does not include:
 1. any skin cancer, except invasive malignant melanoma into the dermis or deeper;
 2. pre-malignant lesions, benign tumors, or polyps;
 3. early prostate cancer diagnosed as T1N0M0 or equivalent staging; or,
 4. carcinoma in-situ.

- d. **Diagnosis of End Stage Renal Failure** - The irreversible and total failure of both kidneys which requires the undergoing of renal transplantation or regular renal dialysis.
- e. **Major Organ Transplant** - The receipt by transplant of any of the following organs or tissues; heart, lung, liver, kidney, pancreas, small intestine or bone marrow. The Rider Insured must be registered on the United Network of Organ Sharing.
- f. **Diagnosis of ALS (Amyotrophic Lateral Sclerosis)** by a qualified Physician.
- g. **Blindness** - The total and permanent loss of sight in both eyes as a result of disease or injury and results in a reduced life expectancy. Total loss of sight in an eye is defined as corrected vision of 20/200 or worse.
- h. **Paralysis** - The complete and permanent loss of use of two or more limbs through neurological injury for a continuous period of at least 180 days. Paralysis must be confirmed by a Physician board certified in Neurology.
- i. **Arterial Aneurysms** - A localized widening (dilatation) of an artery, vein, or the heart. The diagnosis of an Arterial Aneurysm must be made by a Physician board certified in Cardiology.
- j. **Central Nervous System Tumors** - Diagnosis of any abnormal solid growth involving the central nervous system (brain and/or spinal cord) by a Physician.
- k. **Major Multi-System Trauma** - Any major accident or injury resulting in significant alteration of any three (3) body systems which requires hospitalization and extended rehabilitation, results in permanent impairment of the function and/or altered ability to perform Activities of Daily Living, and significantly alters the Rider Insured's life expectancy. The Activities of Daily Living are:
 - Bathing - including washing oneself by sponge bath, or in a tub or shower, including the task of getting into and out of the tub or shower.
 - Continence - the ability to maintain control of bowel and bladder function, or when unable to maintain control of bowel or bladder function, the ability to perform associated person hygiene, including caring for a catheter or colostomy bag.
 - Dressing - the ability to put on and take off all items of clothing and any necessary braces, fasteners, or artificial limbs.
 - Eating - the ability to feed oneself by getting food into the body from a receptacle, such as a plate, cup, or table, or by a feeding tube or intravenously.
 - Toileting - the ability to get to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
 - Transferring - the ability to move into and out of a bed, chair, or wheelchair.
- l. **Auto-Immune Deficiency Syndrome (AIDS)** - Advanced HIV infection that is associated with an AIDS-defining condition (P. carinii pneumonia, esophageal candidiasis, wasting, Kaposi's sarcoma, disseminated mycobacterium avium infection, tuberculosis, cytomegalovirus disease, HIV-associated dementia, recurrent bacterial pneumonia, toxoplasmosis, immunoblastic lymphoma, chronic cryptosporidiosis, Burkitt lymphoma, disseminated histoplasmosis, invasive cervical cancer and chronic herpes simplex) and has been diagnosed by a Physician.
- m. **Severe Disease of Any Organ** - Severe Disease of Any Organ system is any illness that is life-threatening, requires inpatient hospital care and, and will significantly alter the Rider Insured's life expectancy, as diagnosed by a Physician.
- n. **Severe Central Nervous System Disease** - Severe disease of the central nervous system, brain and/or spinal cord, as diagnosed by a Physician that is life threatening and significantly alters the Rider Insured's life expectancy, as diagnosed by a Physician. Severe Central Nervous System Disease includes, but is not limited to, progressive multiple sclerosis, Parkinson's Disease, Huntington's chorea and encephalitis which permanently alters a portion of the cerebrum.

- o. **Major Burns** - The diagnosis by a Physician board certified in plastic surgery, that the Rider Insured has sustained third degree burns covering at least 40% of the surface area of the Rider Insured's body.
- p. **Loss of Limbs** - The complete and permanent severance of two or more limbs through or above the elbow or knee joint due to trauma or accident and results in a reduced life expectancy. Loss of Limbs as a result of disease process is excluded from this definition.

GENERAL TERMS

Termination - This Rider will terminate at the earliest of:

- a. the date when the Base Policy to which this Rider is attached terminates;
- b. the date the Base Policy becomes extended term insurance coverage under any default benefit or nonforfeiture option; or
- c. the date we receive the Owner's written request to terminate this Rider.

Reinstatement - This Rider may be reinstated pursuant to the Reinstatement provision in the Base Policy to which this Rider is attached.

Incontestability - This Rider is contestable on the same basis as the Base Policy to which it is attached.

Legal Requirements - If the Owner is required by law to elect Accelerated Benefits to meet the claims of creditors, whether in bankruptcy or otherwise, Accelerated Benefits will not be available.

If the Owner is required by a government agency to elect Accelerated Benefits to apply for, obtain, or keep a government benefit or entitlement, Accelerated Benefits will not be available.

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

[]
[J. Mark Flippin]
[Secretary]

[]
[G. R. Ferdinandtsen]
[President]

SERFF Tracking Number: AMNA-127076498 State: Arkansas
 Filing Company: American National Insurance Company State Tracking Number: 48242
 Company Tracking Number: ABR 2011
 TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
 Product Name: Accelerated Benefit Rider
 Project Name/Number: ABR 2011/

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment:		
AR - Readability Certification.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: no application associated		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Memorandum of Variable Material		
Comments:		
Attachments:		
MEMORANDUM OF VARIABLE MATERIAL -Form ABR11-TM .pdf		
MEMORANDUM OF VARIABLE MATERIAL - Form ABR11-CH .pdf		
MEMORANDUM OF VARIABLE MATERIAL - Form ABR11-CT .pdf		

	Item Status:	Status Date:
Satisfied - Item: Disclosure used at the time of application		
Comments:		
Attachment:		
ABRDS.pdf		

	Item Status:	Status

SERFF Tracking Number: AMNA-127076498 State: Arkansas
Filing Company: American National Insurance Company State Tracking Number: 48242
Company Tracking Number: ABR 2011
TOI: L071 Individual Life - Whole Sub-TOI: L071.101 Fixed/Indeterminate Premium - Single Life
Product Name: Accelerated Benefit Rider
Project Name/Number: ABR 2011/

Date:

Satisfied - Item: Disclosure used at time of election
Comments:
Attachment:
ABR11DSE.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Accelerated Benefit Election Form
Comments:
Attachment:
Form ABR11-EF(10).pdf

Item Status:

**Status
Date:**

Satisfied - Item: Cover Letter
Comments:
Attachment:
AR.pdf



READABILITY CERTIFICATION

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

Rule & Regulation 19

Rule & Regulation 49

ACA 23-79-138 and Bulletin 15-2009

ACA 23-80-206 (Flesch Certification, minimum of 40)

<u>Form</u>	<u>Form Name</u>	<u>Scoring(s)</u>
Form ABR11-TM	Accelerated Benefit Rider for Terminal Illness	51.5
Form ABR11-CH	Accelerated Benefit Rider for Chronic Illness	50.4
Form ABR11-CT	Accelerated Benefit Rider for Critical Illness	52.1

Rex D. Hemme

Senior Vice President & Actuary

American National Insurance Company



MEMORANDUM OF VARIABLE MATERIAL FOR
Form ABR11-TM
March 14, 2011

This memorandum was prepared for use with Form ABR11-TM, an accelerated benefit rider for American National Insurance Company.

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

Variable Material

The form contains the following permissible variable material:

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

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

certify to the following:

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



MEMORANDUM OF VARIABLE MATERIAL FOR
Form ABR11-CH
March 14, 2011

This memorandum was prepared for use with Form ABR11-CH, an accelerated benefit rider for American National Insurance Company.

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

Variable Material

The form contains the following permissible variable material:

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

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

certify to the following:

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



MEMORANDUM OF VARIABLE MATERIAL FOR
Form ABR11-CT
March 14, 2011

This memorandum was prepared for use with Form ABR11-CT, an accelerated benefit rider for American National Insurance Company.

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

Variable Material

The form contains the following permissible variable material:

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

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

certify to the following:

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



Summary and Disclosure Notice for Accelerated Benefits

Issued by American National Insurance Company
One Moody Plaza, Galveston, TX 77550-7947

page 1 of 3



THIS SUMMARY PROVIDES A BRIEF DESCRIPTION OF THE BASIC FEATURES OF THE ACCELERATED BENEFIT RIDERS LISTED BELOW. THIS IS NOT AN INSURANCE CONTRACT, BUT ONLY A SUMMARY OF THE COVERAGE PROVIDED BY EACH RIDER.

Your policy may contain some or all of the Accelerated Benefit Riders described in this summary and disclosure notice. You should check Your policy to determine which, if any, of these riders have been attached to Your policy. Payment of an Accelerated Benefit means that Your Base Policy or Covered Rider(s), for which the Accelerated Benefit is paid, will terminate. The death benefit that would have been paid to the Beneficiary after the death of the Rider Insured will be paid to You prior to the death of the Rider Insured. You will not receive the full death benefit, but rather a reduced amount called the Accelerated Benefit Payment.

Receipt of an Accelerated Benefit may be a taxable event. You should consult a tax advisor regarding the tax status of any benefit paid to You under this Rider. Receipt of Accelerated Benefits may affect your eligibility for Medicaid, supplemental security income, or other government benefits or entitlements.

In order to receive Accelerated Benefits, You must request the payment of an Accelerated Benefit and show proof that the Rider Insured has met the qualifying conditions of one of the Accelerated Benefit Riders, as described below.

There is no additional premium required for these Riders.

An administrative fee, not to exceed \$500, will be deducted from the Accelerated Benefit Payment.

Accelerated Benefit Rider for Terminal Illness – Covers an illness or chronic condition that is reasonably expected to result in the death of the Rider Insured within 24 months or less.

Accelerated Benefit Rider for Chronic Illness – Covers an illness or physical condition in which the Rider Insured:

- a. is unable to perform at least two (2) Activities of Daily Living, without Substantial Assistance from another person, due to a loss of functional capacity for a period of at least ninety (90) days; or,
- b. requires supervision by another person to protect the Rider Insured from threats to health and safety due to the Rider Insured's Severe Cognitive Impairment.

The Activities of Daily Living are bathing, continence, dressing, eating, toileting and transferring.

Severe Cognitive Impairment – Severe Cognitive Impairment is the deterioration or loss of intellectual capacity that is:

- a. comparable to, and includes, Alzheimer's Disease and similar forms of irreversible dementia; and,
- b. measured by clinical evidence and standardized tests which reliably measure impairment in, short term or long term memory, orientation to people, places, or time, deductive or abstract reasoning, or judgment as it relates to safety awareness.

No Accelerated Benefit will be paid within the first two policy years of the Issue Date of the Base Policy under the Accelerated Benefit Rider for Chronic Illness.

Accelerated Benefit Rider for Critical Illness – Critical Illness means the Rider Insured has experienced one of the following Qualifying Events:

- a. **Heart Attack** (myocardial infarction) – The death of a portion of the heart muscle resulting from inadequate blood supply to the relevant area. Heart Attack does not include angina or the chance finding of electrocardiographic (EKG) changes indicative of a previous heart attack. The diagnosis of a Heart Attack must be made by a Physician board certified in Cardiology and based on the presence of:
 1. associated new EKG changes which support the diagnosis; and,
 2. elevation of cardiac enzymes above standard laboratory levels.
- b. **Stroke** – A cerebrovascular accident or infarction (death) of brain tissue caused by hemorrhage, embolism, or thrombosis resulting in paralysis or other measurable neurological deficit which persists for 96 hours following the occurrence of the Stroke. Stroke does not include transient ischemic attacks. The diagnosis of a Stroke must be made by a Physician board certified in Neurology.



- c. **Invasive Cancer** – A disease which is characterized by the presence and uncontrolled growth and spread of malignant cells and the invasion of normal tissue. Invasive Cancer must be diagnosed by a pathological or clinical diagnosis. Invasive Cancer does not include:
1. any skin cancer, except invasive malignant melanoma into the dermis or deeper;
 2. pre malignant lesions, benign tumors, or polyps;
 3. early prostate cancer diagnosed as T1N0M0 or equivalent staging; or,
 4. carcinoma in situ.
- d. **Diagnosis of End Stage Renal Failure** – The irreversible and total failure of both kidneys which requires the undergoing of renal transplantation or regular renal dialysis.
- e. **Major Organ Transplant** – The receipt by transplant of any of the following organs or tissues; heart, lung, liver, kidney, pancreas, small intestine or bone marrow. The Rider Insured must be registered on the United Network of Organ Sharing.
- f. **Diagnosis of ALS (Amyotrophic Lateral Sclerosis)** by a qualified Physician.
- g. **Blindness** – The total and permanent loss of sight in both eyes as a result of disease or injury and results in a reduced life expectancy. Total loss of sight in an eye is defined as corrected vision of 20/200 or worse.
- h. **Paralysis** – The complete and permanent loss of use of two or more limbs through neurological injury for a continuous period of at least 180 days. Paralysis must be confirmed by a Physician board certified in Neurology.
- i. **Arterial Aneurysms** – A localized widening (dilatation) of an artery, vein, or the heart. The diagnosis of an Arterial Aneurysm must be made by a Physician board certified in Cardiology.
- j. **Central Nervous System Tumors** – Diagnosis of any abnormal solid growth involving the central nervous system (brain and/or spinal cord) by a Physician.
- k. **Major Multi System Trauma** – Any major accident or injury resulting in significant alteration of any three (3) body systems which requires hospitalization and extended rehabilitation, results in permanent impairment of the function and/or altered ability to perform Activities of Daily Living, and significantly alters the Rider Insured's life expectancy.
- l. **Auto Immune Deficiency Syndrome (AIDS)** – Advanced HIV infection that is associated with an AIDS defining condition (P. carinii pneumonia, esophageal candidiasis, wasting, Kaposi's sarcoma, disseminated mycobacterium avium infection, tuberculosis, cytomegalovirus disease, HIV associated dementia, recurrent bacterial pneumonia, toxoplasmosis, immunoblastic lymphoma, chronic cryptosporidiosis, Burkitt lymphoma, disseminated histoplasmosis, invasive cervical cancer and chronic herpes simplex) and has been diagnosed by a Physician.
- m. **Severe Disease of Any Organ** – Severe Disease of Any Organ system is any illness that is life threatening, requires inpatient hospital care and, and will significantly alter the Rider Insured's life expectancy, as diagnosed by a Physician.
- n. **Severe Central Nervous System Disease** – Severe disease of the central nervous system, brain and/or spinal cord, as diagnosed by a Physician that is life threatening and significantly alters the Rider Insured's life expectancy, as diagnosed by a Physician. Severe Central Nervous System Disease includes, but is not limited to, progressive multiple sclerosis, Parkinson's Disease, Huntington's chorea and encephalitis which permanently alters a portion of the cerebrum.
- o. **Major Burns** – The diagnosis by a Physician board certified in plastic surgery, that the Rider Insured has sustained third degree burns covering at least 40% of the surface area of the Rider Insured's body.
- p. **Loss of Limbs** – The complete and permanent severance of two or more limbs through or above the elbow or knee joint due to trauma or accident and results in a reduced life expectancy. Loss of Limbs as a result of disease process is excluded from this definition.

No Accelerated Benefit will be paid under the Accelerated Benefit Rider for Critical Illness for any Qualifying Event that occurs on or before the date of issue of the Base Policy to which this Rider is attached.

No Accelerated Benefit will be paid under any Accelerated Benefit Rider for a condition that results from any self inflicted injury or attempted suicide.



The Accelerated Benefit Payment will be equal to the Eligible Death Benefit less the actuarial discount, as determined by Us; an administrative charge not to exceed \$500; and any policy debt, if the qualifying Rider Insured is also the Base Policy Insured. The Accelerated Benefit Payment for the Base Policy Insured will never be less than the cash surrender value of the Base Policy, if any.

You may choose to receive the Accelerated Benefit Payment in a lump sum or a series of periodic payments. If You elect periodic payments, You may apply the Accelerated Benefit Payment to any non life contingent Settlement Option pursuant to the Settlement Options provision of the Base Policy.

If an Accelerated Benefit is elected for the Base Policy Insured, any Rider attached to the Base Policy will be treated as if the Base Policy Insured has died. Acceleration of a Covered Rider will be treated as though the Rider Insured has died for the purpose of determining the impact of the acceleration on the Base Policy.

I acknowledge that I have reviewed this Summary and Disclosure Notice and have been provided a copy for my records.

Owner

Date

Agent

Date



Summary and Disclosure Notice for Accelerated Benefits

Issued by American National Insurance Company
One Moody Plaza, Galveston, TX 77550-7947

page 1 of 3



THIS SUMMARY PROVIDES A BRIEF DESCRIPTION OF THE BASIC FEATURES OF THE ACCELERATED BENEFIT RIDERS LISTED BELOW. THIS IS NOT AN INSURANCE CONTRACT, BUT ONLY A SUMMARY OF THE COVERAGE PROVIDED BY EACH RIDER.

Your policy may contain some or all of the Accelerated Benefit Riders described in this summary and disclosure notice. You should check Your policy to determine which, if any, of these riders have been attached to Your policy.

Payment of an Accelerated Benefit means that Your Base Policy or Covered Rider(s), for which the Accelerated Benefit is paid, will terminate. The death benefit that would have been paid to the Beneficiary after the death of the Rider Insured will be paid to You prior to the death of the Rider Insured. You will not receive the full death benefit, but rather a reduced amount called the Accelerated Benefit Payment.

Receipt of an Accelerated Benefit may be a taxable event. You should consult a tax advisor regarding the tax status of any benefit paid to You under this Rider. Receipt of Accelerated Benefits may affect your eligibility for Medicaid, supplemental security income, or other government benefits or entitlements.

There is no additional premium required for these Riders.

An administrative fee, not to exceed \$500, will be deducted from the Accelerated Benefit Payment.

Accelerated Benefit Rider for Terminal Illness – Covers an illness or chronic condition that is reasonably expected to result in the death of the Rider Insured within 24 months or less.

Accelerated Benefit Rider for Chronic Illness – Covers an illness or physical condition in which the Rider Insured:

- a. is unable to perform at least two (2) Activities of Daily Living, without Substantial Assistance from another person, due to a loss of functional capacity for a period of at least ninety (90) days; or,
- b. requires supervision by another person to protect the Rider Insured from threats to health and safety due to the Rider Insured's Severe Cognitive Impairment.

The Activities of Daily Living are bathing, continence, dressing, eating, toileting and transferring.

Severe Cognitive Impairment – Severe Cognitive Impairment is the deterioration or loss of intellectual capacity that is:

- a. comparable to, and includes, Alzheimer's Disease and similar forms of irreversible dementia; and,
- b. measured by clinical evidence and standardized tests which reliably measure impairment in, short term or long term memory, orientation to people, places, or time, deductive or abstract reasoning, or judgment as it relates to safety awareness.

No Accelerated Benefit will be paid within the first two policy years of the Issue Date of the Base Policy under the Accelerated Benefit Rider for Chronic Illness.

Accelerated Benefit Rider for Critical Illness – Critical Illness means the Rider Insured has experienced one of the following Qualifying Events:

- a. **Heart Attack** (myocardial infarction) – The death of a portion of the heart muscle resulting from inadequate blood supply to the relevant area. Heart Attack does not include angina or the chance finding of electrocardiographic (EKG) changes indicative of a previous heart attack. The diagnosis of a Heart Attack must be made by a Physician board certified in Cardiology and based on the presence of:
 1. associated new EKG changes which support the diagnosis; and,
 2. elevation of cardiac enzymes above standard laboratory levels.
- b. **Stroke** – A cerebrovascular accident or infarction (death) of brain tissue caused by hemorrhage, embolism, or thrombosis resulting in paralysis or other measurable neurological deficit which persists for 96 hours following the occurrence of the Stroke. Stroke does not include transient ischemic attacks. The diagnosis of a Stroke must be made by a Physician board certified in Neurology.



- c. **Invasive Cancer** – A disease which is characterized by the presence and uncontrolled growth and spread of malignant cells and the invasion of normal tissue. Invasive Cancer must be diagnosed by a pathological or clinical diagnosis. Invasive Cancer does not include:
1. any skin cancer, except invasive malignant melanoma into the dermis or deeper;
 2. pre-malignant lesions, benign tumors, or polyps;
 3. early prostate cancer diagnosed as T1N0M0 or equivalent staging; or,
 4. carcinoma in-situ.
- d. **Diagnosis of End Stage Renal Failure** – The irreversible and total failure of both kidneys which requires the undergoing of renal transplantation or regular renal dialysis.
- e. **Major Organ Transplant** – The receipt by transplant of any of the following organs or tissues; heart, lung, liver, kidney, pancreas, small intestine or bone marrow. The Rider Insured must be registered on the United Network of Organ Sharing.
- f. **Diagnosis of ALS (Amyotrophic Lateral Sclerosis)** by a qualified Physician.
- g. **Blindness** – The total and permanent loss of sight in both eyes as a result of disease or injury and results in a reduced life expectancy. Total loss of sight in an eye is defined as corrected vision of 20/200 or worse.
- h. **Paralysis** – The complete and permanent loss of use of two or more limbs through neurological injury for a continuous period of at least 180 days. Paralysis must be confirmed by a Physician board certified in Neurology.
- i. **Arterial Aneurysms** – A localized widening (dilatation) of an artery, vein, or the heart. The diagnosis of an Arterial Aneurysm must be made by a Physician board certified in Cardiology.
- j. **Central Nervous System Tumors** – Diagnosis of any abnormal solid growth involving the central nervous system (brain and/or spinal cord) by a Physician.
- k. **Major Multi-System Trauma** – Any major accident or injury resulting in significant alteration of any three (3) body systems which requires hospitalization and extended rehabilitation, results in permanent impairment of the function and/or altered ability to perform Activities of Daily Living, and significantly alters the Rider Insured's life expectancy.
- l. **Auto-Immune Deficiency Syndrome (AIDS)** – Advanced HIV infection that is associated with an AIDS defining condition (P. carinii pneumonia, esophageal candidiasis, wasting, Kaposi's sarcoma, disseminated mycobacterium avium infection, tuberculosis, cytomegalovirus disease, HIV associated dementia, recurrent bacterial pneumonia, toxoplasmosis, immunoblastic lymphoma, chronic cryptosporidiosis, Burkitt lymphoma, disseminated histoplasmosis, invasive cervical cancer and chronic herpes simplex) and has been diagnosed by a Physician.
- m. **Severe Disease of Any Organ** – Severe Disease of Any Organ system is any illness that is life-threatening, requires inpatient hospital care and, and will significantly alter the Rider Insured's life expectancy, as diagnosed by a Physician.
- n. **Severe Central Nervous System Disease** – Severe disease of the central nervous system, brain and/or spinal cord, as diagnosed by a Physician that is life threatening and significantly alters the Rider Insured's life expectancy, as diagnosed by a Physician. Severe Central Nervous System Disease includes, but is not limited to, progressive multiple sclerosis, Parkinson's Disease, Huntington's chorea and encephalitis which permanently alters a portion of the cerebrum.
- o. **Major Burns** – The diagnosis by a Physician board certified in plastic surgery, that the Rider Insured has sustained third degree burns covering at least 40% of the surface area of the Rider Insured's body.
- p. **Loss of Limbs** – The complete and permanent severance of two or more limbs through or above the elbow or knee joint due to trauma or accident and results in a reduced life expectancy. Loss of Limbs as a result of disease process is excluded from this definition.

No Accelerated Benefit will be paid under the Accelerated Benefit Rider for Critical Illness for any Qualifying Event that occurs on or before the date of issue of the Base Policy to which this Rider is attached.

No Accelerated Benefit will be paid under any Accelerated Benefit Rider for a condition that results from any self inflicted injury or attempted suicide.

The Accelerated Benefit Payment will be equal to the Eligible Death Benefit less the actuarial discount, as determined by Us; an administrative charge not to exceed \$500; and any policy debt, if the qualifying Rider Insured is also the Base Policy Insured. The Accelerated Benefit Payment for the Base Policy Insured will never be less than the cash surrender value of the Base Policy, if any.



You may choose to receive the Accelerated Benefit Payment in a lump sum or a series of periodic payments. If You elect periodic payments, You may apply the Accelerated Benefit Payment to any non-life contingent Settlement Option pursuant to the Settlement Options provision of the Base Policy.

If an Accelerated Benefit is elected for the Base Policy Insured, any Rider attached to the Base Policy will be treated as if the Base Policy Insured has died. Acceleration of a Covered Rider will be treated as though the Rider Insured has died for the purpose of determining the impact of the acceleration on the Base Policy.

I acknowledge that I have reviewed this Summary and Disclosure Notice and have been provided a copy for my records.

Owner

Date



Accelerated Benefit Election Form

American National Insurance Company
One Moody Plaza, Galveston, TX 77550-7947

Policy Numbers: _____

page 1 of 3

1. RIDER INSURED

Name: Last _____ First _____ M.I. _____

Daytime telephone
(_____) _____

Address _____ City _____ State _____ ZIP _____

2. OWNER

Name: Last _____ First _____ M.I. _____

Daytime telephone
(_____) _____

Address _____ City _____ State _____ ZIP _____

3. ELIGIBLE DEATH BENEFIT ACCELERATED DUE TO

- Terminal Illness
- Chronic Illness
- Critical Illness

Qualifying Event: _____

Date of occurrence of Qualifying Event: _____

4. EFFECT ON COVERAGE

Coverages*:	Death Benefit Before Acceleration	Amount Eligible	Death Benefit After Acceleration
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____



Premium: <i>(for all coverages)</i>	Before Acceleration	After Acceleration
	\$ _____	\$ _____
Cash Surrender Value	Before Acceleration	After Acceleration
	\$ _____	\$ _____
Policy Debt	Before Acceleration	After Acceleration
	\$ _____	\$ _____

*Upon acceleration, any Rider attached to the Base Policy will be treated as though the Base Policy Insured has died. Any conversion privilege offered under any Rider must be exercised, if desired, at the time of election. Complete and submit the appropriate request for policy change with this election form.

5. ACCELERATED BENEFIT PAYMENT

The Accelerated Benefit Payment is the:

Total Eligible Death Benefit	\$ _____	reduced by:
An Actuarial Discount	\$ _____	reduced by:
An Administrative Charge	\$ _____	reduced by:
Any Policy Debt	\$ _____	equaling.
Total Accelerated Benefit Payment: <i>(or cash surrender value, if greater)</i>	\$ _____	

- Lump Sum
- Periodic Payments
Please specify the non-life contingent Settlement Option elected (refer to Your Base Policy for available Settlement Options).

Frequency for Periodic Payments (choose one):

- Annual Semi-Annual Quarterly Monthly

FRAUD WARNING

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

IMPORTANT NOTICES

Payment of Accelerated Benefits will eliminate the Death Benefit otherwise payable under the Base Policy or Covered Rider(s). Receipt of Accelerated Benefits may adversely affect the recipient's eligibility for Medicaid or other government benefits or entitlements.

Receipt of Accelerated Benefits may be a taxable event. Please consult your personal tax advisor or attorney to determine the tax status of any benefits paid under this rider.

SIGNATURES

I understand and agree that by signing below:

- I accept the offer for the Accelerated Benefit Payment.
- The coverage(s) will be affected as shown above.
- I will not receive any future death benefit on the coverage(s) accelerated.



- This election for accelerated benefits is voluntary and without coercion on the part of any third party.

Signature of Owner _____ Date _____

I, as Assignee and/or Irrevocable Beneficiary of the Policy Numbers specified above, consent to the acceleration of the Eligible Death Benefit as applied for. I understand that the Accelerated Death Benefit Payment will be paid to the Owner and will eliminate the death benefit available upon the death of the Rider Insured.

Signature of Assignee (if applicable) _____ Date _____

Signature of Irrevocable Beneficiary (if applicable) _____ Date _____



Amber L. Adams, Product Development Attorney
Product Development – Actuarial
Home Office : One Moody Plaza, 14th Floor
Galveston, Texas 77550

e-mail: amber.adams@anico.com
Phone: (409) 763-4661 x 5479
Fax: (409) 766-6933

March 14, 2011

Arkansas Insurance Department
Compliance - Life and Health
1200 West Third Street
Little Rock AR 72201-1904

RE: American National Insurance Company (NAIC: 60739 FEIN: 74-0484030) Filing Of:
Form ABR11-TM – Accelerated Benefit Rider for Terminal Illness
Form ABR11-CH – Accelerated Benefit Rider for Chronic Illness
Form ABR11-CT – Accelerated Benefit Rider for Critical Illness
SERFF Tracking Number: AMNA-127076498
Company Tracking Number: ABR2011

Dear Reviewer:

Dear Reviewer:

Please find attached the above referenced forms for your department's review and approval. This is a new filing of three accelerated benefit rider forms used with individual life insurance policies. These are new forms and will not replace any previously filed forms. The riders, associated disclosure forms, and election form will be used with previously filed and approved individual life insurance products.

There are three distinct accelerated benefit riders, as describe below:

Form ABR11-TM – is the Accelerated Benefit Rider for Terminal Illness. The benefit from this rider may be available when the death of the insured is expected in 24 months or less.

Form ABR11-CH – is the Accelerated Benefit Rider for Chronic Illness. The benefit from this rider may be available when the insured is unable to perform two activities of daily living or the insured requires constant supervision due to severe cognitive impairment.

Form ABR11-CT – is an Accelerated Benefit Rider for Critical Illness. The benefit from the rider may be available if the insured experiences a specific qualifying health event.

ABRDS – is the Summary and Disclosure Notice. This form will be provided at the time of application and requires the Owner and agent's signature. The form must be returned to the Company with the completed application. The form provides various information regarding the benefit available, possible tax consequences, possible affect on receipt of public funds and other important information.

Form ABR11-EF – is the Accelerated Benefit Election Form that will be sent to the insured after reporting a qualifying condition and will include the offer to accelerate benefits. The form must be signed and returned to effectuate the acceleration. The form demonstrates the effect the acceleration of the death benefit(s) has on the policy and/or covered riders.

ABR11DSE – is the Summary and Disclosure Notice provided to the Owner with the Accelerated Benefit Election Form. The form provides various information regarding the benefit available, possible tax consequences, possible affect on receipt of public funds and other important information. This form is sent with the Accelerated Benefit Election Form and requires that the Owner signs the form and return it with the Accelerated Benefit Election Form.

In order for a policy to be eligible for the terminal illness rider, there must be a minimum \$25,000 total death benefit. A policy must have a minimum \$50,000 total death benefit to qualify for the chronic and critical illness riders. The accelerated death benefit riders will not be available on total death benefits exceeding \$1,000,000, this includes any previously issued policies with accelerated benefits.

The chronic and critical illness riders will not be available on policies rated table 5 or higher or with a flat extra greater than \$5 per 1000.

These riders will be added at the time of application for new issues and available post issue for currently in-force business. These riders will be attached to and made part of the policy. There is no additional premium associated with these riders. An administrative fee, not to exceed \$500, will be deducted upon acceleration.

Neither the chronic nor critical illness rider will issue without the terminal illness rider.

Additional information/supporting documentation included in this submission is as follows:

- Statement of Variability for the rider form
- Actuarial Memorandum
- Certificate of Readability
- Payment of any required filing fee
- Any requirement for a third party authorization has been bypassed, as this is not a third-party filing.
- We confirm that the rider(s) will not be attached to any employer-employee plans that are subject to the Norris decision and/or Title VII of the Civil Rights Act of 1964.

Sincerely,

Amber L. Adams

Amber L. Adams
Product Development Attorney