

SERFF Tracking Number: AMGN-126883228 State: Arkansas  
Filing Company: American General Life Insurance Company State Tracking Number: 47440  
Company Tracking Number: 10120 - ACCIDENT EXPENSE DIRECT POLICY  
TOI: H02I Individual Health - Accident Only Sub-TOI: H02I.000 Health - Accident Only  
Product Name: Accident Expense Direct Policy - 10120  
Project Name/Number: Accident Expense Direct Policy - 10120/

## Filing at a Glance

Company: American General Life Insurance Company

Product Name: Accident Expense Direct Policy SERFF Tr Num: AMGN-126883228 State: Arkansas  
- 10120

TOI: H02I Individual Health - Accident Only SERFF Status: Closed-Approved- State Tr Num: 47440  
Closed

Sub-TOI: H02I.000 Health - Accident Only Co Tr Num: 10120 - ACCIDENT State Status: Approved-Closed  
EXPENSE DIRECT POLICY

Filing Type: Form/Rate

Author: Karyn Enriquez

Reviewer(s): Rosalind Minor

Date Submitted: 12/02/2010

Disposition Date: 09/19/2011

Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Accident Expense Direct Policy - 10120

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Filed concurrently  
in domicile state of Texas

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 09/19/2011

State Status Changed: 09/19/2011

Deemer Date:

Created By: Karyn Enriquez

Submitted By: Karyn Enriquez

Corresponding Filing Tracking Number: 10120 -  
ACCIDENT EXPENSE DIRECT POLICY

Filing Description:

RE: American General Life Insurance Company

NAIC # 011-60488 FEIN # 25-0598210

10120 Accident Policy

10121 Spouse Rider

10122-04 Child Rider

SERFF Tracking Number: AMGN-126883228 State: Arkansas  
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## 10120 OLC-04 Outline of Coverage Actuarial Memorandum and Rates

The above captioned forms, in final print, are being submitted for your consideration and approval. They do not replace any forms previously approved by you department. The forms are concurrently being filed with our domicile state of Texas.

No part of this filing contains any unusual or possibly controversial items from normal company or industry standards.

Form 10120 is an individual health policy that provides listed benefits which are a result of an accident. The benefit amounts are at the election of the Insured. The range of benefit amounts is shown on page 3 under POLICY SCHEDULE OF BENEFITS AND PREMIUMS. Each policy is guaranteed renewable to age 65 and premiums are subject to change, as described in the policy. The issue ages and annual premiums rates are shown in the attached actuarial memorandum.

The policy also provides an Accidental Death Benefit which pays \$25,000 for the primary insured and \$10,000 for the spouse and children when death is the result of an accident.

The form will be sold to individual insurance consumers by direct marketing through agents, brokers and directly by the company. Solicitation may be done via mail, internet or phone. Since this policy is guaranteed issue, the Incontestable, Entire Contract and Reinstatement provisions reflect that no health questions are used, therefore the policy is incontestable from its date of issue as to any representation made in connection with the issuance or reinstatement of the policy.

Rider forms 10121 and 10122 provide coverage for a spouse and/or child(ren) under the policy if the Insured's age is 18-64. Coverage for a spouse and/or child(ren) is NOT available under the policy if the Insured's age is 0-17.

Included in this filing is an Outline of Coverage and an Actuarial Memorandum with rates.

The Flesch readability scores for the referenced forms indicated on the Forms Schedule tab for each form.

Unless otherwise informed, we reserve the right to alter the layout of the enclosed forms, including sequential ordering of the provisions, and the type font, size (10 point minimum) and color.

If you have any questions, please call me toll free at (800) 247-8837 ext 2219.

## Company and Contact

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**Filing Contact Information**

Karyn Enriquez, karyn.enriquez@aglife.com  
 2929 Allen Parkway 713-831-2219 [Phone]  
 Mail Stop A38-40 713-342-7550 [FAX]  
 Houston, TX 77019

**Filing Company Information**

American General Life Insurance Company CoCode: 60488 State of Domicile: Texas  
 2727-A Allen Parkway Group Code: 12 Company Type:  
 Houston, TX 77019 Group Name: AIG State ID Number:  
 (713) 831-3508 ext. [Phone] FEIN Number: 25-0598210

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**Filing Fees**

Fee Required? Yes  
 Fee Amount: \$100.00  
 Retaliatory? Yes  
 Fee Explanation: Domicile State of Texas Filing Fee - \$100.00  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American General Life Insurance Company	\$100.00	12/02/2010	42578790
American General Life Insurance Company	\$50.00	12/03/2010	42596066

SERFF Tracking Number: AMGN-126883228 State: Arkansas  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	09/19/2011	09/19/2011
Approved-Closed	Rosalind Minor	12/28/2010	12/28/2010
Approved-Closed	Rosalind Minor	12/03/2010	12/03/2010

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	12/03/2010	12/03/2010	Karyn Enriquez	12/03/2010	12/03/2010

### Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Accident Coverage Only Policy	Karyn Enriquez	09/16/2011	09/16/2011
Form	Outline of Coverage	Karyn Enriquez	09/16/2011	09/16/2011
Form	Insured Spouse Rider	Karyn Enriquez	12/27/2010	12/27/2010

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
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Exclusion #14	Note To Filer	Rosalind Minor	07/19/2011	07/19/2011
Reopening of Filing	Note To Reviewer	Karyn Enriquez	07/19/2011	07/19/2011

*SERFF Tracking Number:*      *AMGN-126883228*                      *State:*                      *Arkansas*  
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*Product Name:*              *Accident Expense Direct Policy - 10120*  
*Project Name/Number:*      *Accident Expense Direct Policy - 10120/*

## **Disposition**

Disposition Date: 09/19/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AMGN-126883228 State: Arkansas  
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 Project Name/Number: Accident Expense Direct Policy - 10120/

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	No
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Form (revised)	Accident Coverage Only Policy	Approved-Closed	Yes
Form	Accident Coverage Only Policy	Replaced	Yes
Form (revised)	Insured Spouse Rider	Approved-Closed	Yes
Form	Insured Spouse Rider	Replaced	Yes
Form	Insured Child Rider	Approved-Closed	Yes
Form	Outline of Coverage	Approved-Closed	Yes

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## **Disposition**

Disposition Date: 12/28/2010

Implementation Date:

Status: Approved-Closed

Comment:

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Form	Accident Coverage Only Policy	Replaced	Yes
Form (revised)	Insured Spouse Rider	Approved-Closed	Yes
Form	Insured Spouse Rider	Replaced	Yes
Form	Insured Child Rider	Approved-Closed	Yes
Form	Outline of Coverage	Approved-Closed	Yes

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Form (revised)	Insured Spouse Rider	Approved-Closed	Yes
Form	Insured Spouse Rider	Replaced	Yes
Form	Insured Child Rider	Approved-Closed	Yes
Form	Outline of Coverage	Approved-Closed	Yes

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## Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 12/03/2010

Submitted Date 12/03/2010

Respond By Date

Dear Karyn Enriquez,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Accident Coverage Only Policy, 10120 (Form)
- Insured Spouse Rider, 10121 (Form)
- Insured Child Rider, 10122-04 (Form)

Comment:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$150.00. Please submit an additional \$50.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

SERFF Tracking Number: AMGN-126883228 State: Arkansas  
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## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 12/03/2010  
Submitted Date 12/03/2010

Dear Rosalind Minor,

### Comments:

Thank you for your response.

### Response 1

Comments: We have submitted the additional \$50.00 filing fee through EFT.

### Related Objection 1

Applies To:

- Accident Coverage Only Policy, 10120 (Form)
- Insured Spouse Rider, 10121 (Form)
- Insured Child Rider, 10122-04 (Form)

Comment:

Our filing fees under Rule and Regulation 57 have been updated. Please review the General Instructions for ArkansasLH or Rule and Regulation 57.

The fee for this submission is \$50.00 per form for a total of \$150.00. Please submit an additional \$50.00 for this submission.

We will begin our review of this submission upon receipt of the additional filing fee.

### Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

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*Product Name:*              *Accident Expense Direct Policy - 10120*  
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If you need anything else, please feel free to contact me.

Sincerely,  
Karyn Enriquez

SERFF Tracking Number: AMGN-126883228 State: Arkansas  
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 Company Tracking Number: 10120 - ACCIDENT EXPENSE DIRECT POLICY  
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 Product Name: Accident Expense Direct Policy - 10120  
 Project Name/Number: Accident Expense Direct Policy - 10120/

**Amendment Letter**

Submitted Date: 09/16/2011

**Comments:**

We have revised the policy and the outline of coverage to delete Exclusion 14 regarding hernias.

We trust that this revision will meet with your approval.

If you have any questions or comments, please feel free to contact me.

Thank you.

**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
10120	Policy/Contract/Fraternal Certificate	Accident Only Policy	Initial				51.300	10120_AED_AR.pdf
10120-OLC-04	Outline of Coverage	Outline of Coverage	Initial					10120-OLC-04.pdf

SERFF Tracking Number: AMGN-126883228 State: Arkansas  
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**Note To Filer**

**Created By:**

Rosalind Minor on 07/19/2011 08:51 AM

**Last Edited By:**

Rosalind Minor

**Submitted On:**

07/19/2011 08:51 AM

**Subject:**

Exclusion #14

**Comments:**

As discussed in our telephone conversation, a hernia cannot be excluded. Refer to Rule and Regulation 18, Section 6E.  
On an accident only policy, you must pay for a hernia caused by an accident.

Please adjust exclusion #14.

Thank you for your understanding and cooperation.

SERFF Tracking Number: AMGN-126883228 State: Arkansas  
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**Note To Reviewer**

**Created By:**

Karyn Enriquez on 07/19/2011 08:41 AM

**Last Edited By:**

Karyn Enriquez

**Submitted On:**

07/19/2011 08:41 AM

**Subject:**

Reopening of Filing

**Comments:**

Could you please tell me why this filing was re-opened?

Thanks.

Karyn Enriquez

SERFF Tracking Number: AMGN-126883228 State: Arkansas  
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 Product Name: Accident Expense Direct Policy - 10120  
 Project Name/Number: Accident Expense Direct Policy - 10120/

**Amendment Letter**

Submitted Date: 12/27/2010

**Comments:**

Dear Ms. Minor:

Thank you for re-opening this filing.

We have attached the correct version of the Spouse Rider (Form Number 10121) to the Forms Schedule tab.

If you have any questions or comments, please feel free to contact me.

Sincerely,

Karyn J. Enriquez

**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
10121	Policy/Contr act/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Insured Spouse Rider	Initial				51.900	10121_INSU RED_SPOUSE_RIDER.pdf

SERFF Tracking Number: AMGN-126883228 State: Arkansas  
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## Form Schedule

### Lead Form Number: 10120

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed 09/19/2011	10120	Policy/Cont ract/Fratern al	Accident Coverage Only Policy Certificate	Initial		51.300	10120_AED_AR.pdf
Approved-Closed 12/28/2010	10121	Policy/Cont ract/Fratern al	Insured Spouse Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		51.900	10121_INSU RED_SPOUS E_RIDER.pdf
Approved-Closed 12/03/2010	10122-04	Policy/Cont ract/Fratern al	Insured Child Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.400	10122_INSU RED_CHILD_ RIDER_AR.p df
Approved-Closed 09/19/2011	10120- OLC-04	Outline of Coverage	Outline of Coverage	Initial			10120-OLC- 04.pdf

# American General Life Insurance Company

Home Office: 2727-A Allen Parkway, Houston, Texas 77019  
(A STOCK COMPANY)  
1-800-811-2696

**GUARANTEED RENEWABLE TO AGE 65  
BENEFITS FOR AN ACCIDENT AS DESCRIBED AND LIMITED IN THIS POLICY.  
NONPARTICIPATING**

**THIS IS A LIMITED BENEFIT POLICY FOR ACCIDENT COVERAGE ONLY.  
IT DOES NOT PAY BENEFITS FOR LOSS FROM ANY OTHER CAUSE.**

**THE COMPANY AGREES TO PAY** the benefits described in this Policy, subject to its provisions, exclusions and limitations.

**WE, OUR, COMPANY or US** refers to American General Life Insurance Company.

**YOU or YOUR** refers to the Owner of this Policy, which means the Insured unless otherwise stated or later changed.

**LEGAL CONTRACT.** This Policy is a legal contract between You and Us. You should **READ THIS CONTRACT CAREFULLY.**

**GUARANTEED RENEWABLE TO AGE 65 - SUBJECT TO CHANGE IN PREMIUM BY CLASS.** You may continue the coverage on an Insured Person provided by this Policy, until the policy anniversary on or following the Insured's 65th birthday, subject to the Policy's Termination Provision by paying all premiums when they are due. We will not add any restrictive riders or endorsements while this Policy is in force. We reserve the right to change the premium charged for this Policy. Any change in premium will be made on a class basis only, as We determine. No change in premium will become effective until 40 days after We deliver to You, or mail to Your last known address, a written notice of premium change.

**MEDICAID ELIGIBILITY.** The Insured Person's current or future eligibility for Medicaid may affect the payment of benefits provided by this Policy. It is possible that the benefits provided by this Policy will not be paid directly to You, because state regulations may require payments to be made to the Medicaid organization or to the medical provider.

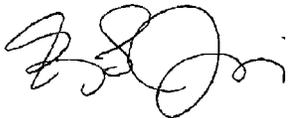
**TEN DAYS TO EXAMINE POLICY.** You may return this Policy within ten (10) days after delivery, either to Us or to Our authorized agent, if You are not satisfied with it for any reason. The return of this Policy will void it from the Effective Date and any premium paid will be refunded.

**THIS IS A LIMITED BENEFIT POLICY...PLEASE READ IT CAREFULLY**

**Insured - [John Doe]**

**Policy Number - [000000000]**

Signed at Our Home Office at 2727-A Allen Parkway, Houston, Texas 77019.



Secretary



President

**THIS IS A LIMITED BENEFIT POLICY FOR ACCIDENT COVERAGE ONLY  
AND IT DOES NOT PAY BENEFITS FOR LOSS FROM ANY OTHER CAUSE. PLEASE READ IT CAREFULLY.**

## CONTENTS OF POLICY

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Definitions	Page 4-6	Premiums	Page 9-10
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Benefits	Page 7-8	General Provisions	Page 11-13

## POLICY PROVISIONS IN ALPHABETICAL ORDER

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		Unpaid Premiums	Page 11

**POLICY DATA**

**Insured Person** – Insured, [Insured Spouse], [Insured Child]

Insured	[John Doe]	Policy Number	[0000000000]
Age at Issue	[35]	Effective Date	[January 1, 2011]
Gender	[Male]		

**POLICY SCHEDULE OF BENEFITS AND PREMIUMS**

<b>Benefits</b>	<b>Maximum Benefit Amount Per Insured Person, Per Calendar Year</b>	<b>Maximum Surgery Benefit Amount Per Insured Person, Per Calendar Year</b>	<b>Annual Premium</b>
Insured	[\$2,500- \$15,000]	[\$1,250- \$7,500]	[\$00.00]
Insured Spouse Rider	[\$2,500- \$15,000]	[\$1,250- \$7,500]	[\$00.00]
Insured Child Rider	[\$2,500- \$15,000]	[\$1,250- \$7,500]	[\$00.00]
Total Annual Premium			[\$00.00]

Premiums payable other than annually are equal to a percentage of the annual premium and include additional premium charges. You will save money by paying the premiums on an annual basis. The first [Monthly] premium is [\$0.00].

**Deductible Amount**                   [\$100, \$300, \$500]

**Accidental Death Benefit Amount:**

Insured	[\$25,000]
Insured Spouse	[\$10,000]
Insured Child	[\$10,000]

This is A(n) [State Name] Policy.

## DEFINITIONS

**ACCIDENT OR ACCIDENTAL** means a sudden, intervening, unforeseen, unusual and unexpected event which results in an Accidental Injury to the Insured Person and meets all of the following requirements:

1. It is the direct cause of a loss, and is wholly independent of Sickness, bodily infirmity or any other cause, including any physical condition.
2. It is definite as to time and place.
3. It happens involuntarily, or entails unforeseen consequences if it is the result of an intentional act.
4. It is sustained on or after the Insured Person's Effective Date of coverage under this policy and while the policy is in force.
5. Directly produces at the time objective findings of an injury which is more than simply a gradual deterioration or progressive degeneration.

**ACCIDENTAL INJURY** means bodily injury to an Insured Person as the result of an Accident, after coverage under this Policy takes effect and while this Policy is in force, which results in Care within 72 hours after the injury is sustained.

**AGE** means the attained age as of the Insured Person's last birthday.

**AMBULANCE** means a specially equipped vehicle, licensed and used to transport the sick or injured.

**AMBULATORY SURGICAL CENTER** means a facility which meets these tests:

- (a) Its primary purpose is to provide surgical care;
- (b) Patients are admitted to and discharged from this facility within the same 24-hour period;
- (c) It is not part of a Hospital;
- (d) It is not a facility for performing termination of pregnancy;
- (e) It is not an office maintained by a Physician for the practice of medicine or dentistry.

**CALENDAR YEAR** means the period from January 1st to December 31st.

**CARE** means medical treatment or attention received in an Emergency Room, Hospital, Urgent Care Center, or Physician's office. Such Care must be within 72 hours of the Accidental Injury. Care does not include any psychiatric treatment.

**CLOSED REDUCTION** means a manipulative repair of a Fracture.

**DEDUCTIBLE AMOUNT** means the dollar amount shown in the Policy Schedule which must be incurred under this Policy by an Insured Person each Calendar Year before benefits are payable under this Policy.

**DIAGNOSIS/DIAGNOSED** means a definitive Diagnosis made by a Physician, licensed and practicing in the United States and its territories and, where applicable, specializing in a particular field of medicine, which:

- (a) is based upon the use of diagnostic evaluations, clinical and/or laboratory investigations, tests and observations and where the results are documented in and supported by the Insured Person's medical records; and
- (b) meets all diagnostic requirements stated in this Policy for the particular Accident being Diagnosed.

**EMERGENCY ROOM** means a specified area within a Hospital that is designated for the emergency Care of Accidental Injuries. This area must:

- (a) be staffed and equipped to handle trauma;
- (b) be supervised and provide Care by a Physician; and
- (c) provide Care seven days per week, 24 hours per day.

**FRACTURE** means a break, rupture, or crack, in a bone that can be Diagnosed by X-ray. The fracture must be Diagnosed by a Physician within 14 days after the date of the Accidental Injury and must require correction by a Physician through either Open or Closed Reduction.

**HOSPITAL** means an institution that:

- (a) is operated pursuant to law and is licensed as a Hospital by the responsible state agency;
- (b) is primarily and continuously engaged in providing or operating, either on its premises or in facilities available to the Hospital on a prearranged basis and under the supervision of a staff of duly licensed Physicians, medical, diagnostic and major surgical facilities for the Care of sick or injured persons on an inpatient basis for which a charge is made; and
- (c) provides 24-hour nursing service by or under the supervision of registered graduate professional nurses (RNs).

Hospital does NOT mean or include:

- (a) convalescent, assisted living, extended care, hospice, rest or nursing facilities; or
- (b) facilities primarily affording custodial, educational or rehabilitative care; or facilities primarily for the aged or for substance abusers; or
- (c) a private monitored room.

**HOSPITAL CONFINEMENT** means an Insured Person confined to a bed in a Hospital for which a room charge is made. The Hospital Confinement must be on the advice of a Physician and medically necessary as a result of injuries sustained in an Accident or for rehabilitatory care for injuries sustained in an Accident.

**IMMEDIATE FAMILY MEMBER** means a person who is related to the Insured Person in any of the following ways: spouse; child (including a legally adopted child, stepchild, son-in-law, and daughter-in-law); parents, (includes stepparent, mother-in-law, and father-in-law); and brother or sister (including stepbrother, or stepsister, brother-in-law, and sister-in-law).

**INSURED** means the person named as "Insured" in the Policy Data (or the Insured Spouse, if one is indicated as an "Insured Person" in the Policy Data and such Insured Spouse becomes the Insured upon the death of the person named as "Insured" in the Policy Data).

**INSURED PERSON** means all persons who are indicated as an "Insured Person" in the Policy Data as being covered by this Policy.

**OPEN REDUCTION** means the surgical repair of a Fracture.

**PHYSICIAN** means a person who:

- (a) is a legally qualified-practitioner of the healing arts and is licensed in the United States or its territories;
- (b) practices within the scope of his or her license;
- (c) is not the Insured Person;
- (d) is not related to the Insured Person as a spouse, parent, child or sibling; and
- (e) does not customarily reside in the same household as the Insured Person.

**PRE-EXISTING CONDITION** means:

- (a) an existing condition or symptom that would cause an ordinarily prudent person to seek diagnosis, medical advice, Care, attention or treatment within the two (2) year period before the Effective Date; or
- (b) a condition or symptom for which medical advice, Care, attention or treatment was recommended by a Physician, or received from a Physician within the two (2) year period before the Effective Date.

**SICKNESS** means a disease, bodily infirmity, illness, infection or any other physical condition that affects the Insured Person, and is wholly independent of an Accident.

**SURGERY** means a surgical operation or procedure involving the repair or removal of an organ or tissue due to an Accidental Injury.

**UNITED STATES** means the 50 states, plus the District of Columbia, and includes Guam, the U.S. Virgin Islands and Puerto Rico.

**URGENT CARE CENTER** means a facility operated pursuant to law and licensed by the responsible state agency. Such center is dedicated to the delivery of unscheduled, walk-in care outside of a Hospital Emergency Room. The center must be under the supervision of a duly licensed Physician.

## **BENEFIT PAYMENT CONDITIONS**

We will pay the Benefits listed below, subject to the conditions and amounts stated in this Policy.

The payment of benefits for an Accident is subject to the following conditions:

- (a) The Accidental Injury and Care occurs while the coverage on an Insured Person is effective under this Policy;
- (b) The initial Care must begin within 72 hours of the Accidental Injury;
- (c) The benefit payment is not precluded by any general or specific exclusion, description, or any failure to meet any condition precedent stated in this Policy;
- (d) Care for the Accidental Injury is received within the United States; and
- (e) All expenses must be incurred within 45 days of the Accidental Injury, unless otherwise specified in this Policy.

We reserve the right to request that a Physician of our choice review any Diagnosis in the event of a dispute or disagreement regarding the appropriateness or correctness of a Diagnosis. We also reserve the right to require that an Insured Person submit to an examination to confirm a disputed Accidental Injury. We reserve the right to request that an independent and acknowledged expert in the applicable field of medicine review the evidence used in making any disputed Diagnosis. We will pay for any such requested examination or review.

## **BENEFITS**

When We receive due written proof that expenses incurred due to an Accident satisfy the Deductible Amount, as shown in the Policy Schedule, We will pay for the following listed benefits, less any adjustment or discounts, up to the Maximum Benefit Amount, per Insured Person, per Calendar Year as shown in the Policy Schedule. For any of the following benefits to be payable, the initial Care must begin within 72 hours of the Accidental Injury. All expenses must be incurred within 45 days of the Accidental Injury, unless otherwise specified in this Policy. This Policy will not pay benefits for injuries received prior to the Effective Date of coverage that are aggravated or re-injured by any event that occurs after the Effective Date.

### **ACCIDENTAL DEATH BENEFIT**

We will pay the applicable Accidental Death Benefit Amount as shown in the Policy Schedule for the accidental death of an Insured Person as the result of an Accidental Injury. The Insured Person's death must occur within 90 days following the Accidental Injury.

### **ACCIDENTAL EMERGENCY TREATMENT BENEFIT**

We will, for each Accidental Injury sustained, pay benefits for emergency Care. Such emergency Care must be received from a Physician, in a Hospital, including an Emergency Room, or an Urgent Care Center in the United States.

### **ACCIDENT FOLLOW-UP CARE BENEFIT**

If an Insured Person receives emergency Care and later requires additional Care, We will pay benefits for such follow-up Care. The benefit is limited to one follow-up visit per day, up to a maximum of three follow-up visits, per Insured Person for each Accidental Injury. It must be furnished by a Physician in a Physician's office or in a Hospital on an outpatient basis. Benefits will not be payable on the same day for which the Accidental Emergency Treatment Benefit is payable.

### **AMBULANCE BENEFIT**

We will, for each Accidental Injury sustained as the result of a covered Accident, pay for transportation of an Insured Person in an Ambulance to a Hospital by a licensed ambulance company. This benefit is only payable for transportation to a Hospital resulting from an Accidental Injury for which an Accidental Emergency Treatment Benefit is payable under this Policy.

### **DRUG BENEFIT**

We will pay for drugs that are administered in a Hospital or Urgent Care Center during the Care of an Accidental Injury. There is no payment for a drug prescribed to be taken or used after the initial Care.

### **FRACTURE BENEFIT**

We will pay for a Fracture sustained by an Insured Person as the result of an Accident. The Fracture must be Diagnosed within 14 days of the Accidental Injury.

## **MAJOR DIAGNOSTIC EXAMS BENEFIT**

We will pay benefits, if an Insured Person requires one of the exams listed below for injuries sustained in an Accident. This benefit is limited to one Major Diagnostic Exam per Accidental Injury. Such exams must be performed within 14 days of the Accidental Injury. Major Diagnostic Exams are limited to the following:

- (a) CT (computerized tomography) scan;
- (b) MRI (magnetic resonance imaging); and
- (c) EEG (electroencephalogram).

## **SURGERY BENEFIT**

We will pay up to the Maximum Surgery Benefit Amount, per Insured Person, per Calendar Year as shown on the Policy Schedule.

Eligible Charges include all services and expenses related to the surgery, including but not limited to the surgeon, assistant surgeon, second opinion, anesthesia, supplies, and surgery facility charges. The surgery must be necessary as a result of the Accidental Injury. Surgeries can be performed in either a Hospital or an Ambulatory Surgical Center.

The Maximum Surgery Benefit Amount, per Insured Person, per Calendar Year may not exceed and is not in addition to the Maximum Benefit Amount per Insured per Calendar Year.

## **X-RAY BENEFIT**

We will pay benefits if an Insured Person requires an x-ray or a set of x-rays due to an Accidental Injury. Such x-ray(s) must be performed within 14 days of the Accidental Injury.

## **EXCLUSIONS**

For any Insured Person:

- (a) We will pay NO benefits under this Policy if covered services provided are not related to a covered Accident.
- (b) We will pay NO benefits for any Accident or any loss caused in whole or in part by, or resulting in whole or in part from the following:
  - 1. the Insured Person's suicide or attempt at suicide, or intentional self-inflicted injury or sickness, or any attempt at intentional self-inflicted injury, or injury caused by a self-inflicted act, or sickness while sane or insane;
  - 2. the Insured Person's being under the influence of a controlled substance (unless administered by a Physician and taken according to the Physician's instructions) or alcohol, or illegal drugs or while intoxicated ("intoxicated" means that condition as defined by the law of the jurisdiction in which the Accident occurred);
  - 3. the Insured Person's voluntary or involuntary inhalation of gas;
  - 4. the Insured Person's commission of or attempt to commit an assault or felony;
  - 5. the Insured Person engaging in an illegal activity or occupation;
  - 6. the Insured Person's voluntary participation in any riot or civil insurrection;
  - 7. declared or undeclared war, or any act of declared or undeclared war;
  - 8. the Insured Person's operating, learning to operate, serving as a crew member of, or jumping, parachuting, or falling from an aircraft or hot air balloon, including those which are not motor driven;

9. the Insured Person's engaging in hang gliding, bungee jumping, parachuting, sail-gliding, parasailing or parakiting or any similar activity;
  10. the Insured Person's riding in or driving any motor driven vehicle in a race, stunt show or speed test;
  11. the Insured Person's practicing for or participating in any semi-professional or professional competitive athletic contest, including officiating or coaching, for which such Insured Person receives any compensation or remuneration;
  12. the Insured Person's operating any type of land, water, or air vehicle while having a blood alcohol content at or above the level made illegal for operation of such vehicle by the jurisdiction where the Accidental Injury occurred;
  13. charges for services ordered, directed or performed by a Physician or supplies purchased from a provider who is an Insured Person; an Insured Person's Immediate Family Member; employed or retained by an Insured Person; an employer of an Insured Person; or ordinarily resides with an Insured Person;
  14. bacterial infection that was not caused by an Accidental cut or wound;
  15. the Insured Person's driving any taxi for wage, compensation, or profit;
  16. the Insured Person's engaging in mountaineering using ropes and/or other equipment or any similar activity;
  17. charges for treatment, services, drugs, medicines or supplies used to treat a Sickness; and
  18. any illness, loss, or condition specifically excluded from the definition of any Accident.
- (c) We will pay **NO** benefits for injuries received prior to the Effective Date of coverage that are aggravated or re-injured by any event that occurs after the Effective Date.

### **PRE-EXISTING CONDITION LIMITATION**

We will pay **NO** benefits for an Accidental Injury that is caused by a Pre-Existing Condition unless the Accidental Injury commences after this Policy has been in force for two (2) years from the Effective Date or from the most recent date of reinstatement.

### **PREMIUMS**

This Policy is effective for an initial term of one Premium Period as stated in the Policy Data. It may be renewed by the timely payment of the renewal premium. The first premium is due on or before the Effective Date. Each renewal premium is due at the expiration of the period for which the preceding premium was paid. Each renewal premium must be paid on or before its due date, or within the Grace Period. You may pay premiums at Our Home Office. You may request to change the Premium Period, subject to Our rules at the time of Your request.

### **GRACE PERIOD**

If a premium, other than the first, is not paid by its due date, Your Policy will remain in force for a period of 31 days from the premium due date.

## **LAPSE**

If any premium is not paid before the end of the Grace Period, Your Policy will lapse. The date of lapse will be the date on which the unpaid premium was due. **Your Policy will terminate upon lapse and provide NO further benefits.**

## **REINSTATEMENT**

If Your Policy lapses, You may reinstate it:

- (a) by paying the required premium; and
- (b) if We accept the premium.

The reinstated Policy will cover only losses sustained on or after the date of reinstatement by Us. No Benefit will be payable for any Accidental Injury or loss between the date of lapse and the date of reinstatement.

Except for the above and any new provisions We may require for reinstatement, Your rights and Ours under this Policy will be the same as just before the Policy lapsed.

## **UNEARNED PREMIUM REFUND**

If an Insured Person dies before the end of a Premium Period for which premium has been paid, We will refund the portion of premium that was applied to coverage for the decedent for the time period beyond the end of the Month in which death occurred.

## **CLAIMS**

### **NOTICE OF CLAIM**

You must provide to Us written notice of loss within 60 days from the date of loss or as soon as reasonably possible thereafter but in no event more than 180 days thereafter. You may provide notice of loss at Our Home Office. Your notice should include Your name and Policy Number as shown in the Policy Data.

### **CLAIM FORMS**

When We receive Your notice of loss, We will send You the forms required to file a claim. If the forms are not sent within 15 days, You will have met the proof of loss requirements if You have provided to Us a written statement of the nature and extent of Your loss within the time allowed for filing a proof of loss.

### **PROOF OF LOSS**

You must provide to Us, at Your expense, written proof of loss within 90 days from the date of loss. If it is not reasonably possible for You to file a written proof of loss within the stated time, Your claim will not be affected if You file a written proof of loss as soon as possible. However, unless You are legally incapacitated, You must file a written proof of loss no later than 15 months from the date of loss.

### **TIME OF PAYMENT OF CLAIMS**

We will pay benefits upon receipt of satisfactory proof of loss.

## **PAYMENT OF CLAIMS**

We will pay all of the benefits provided by this Policy to You or to Your designated beneficiary in the event of Your death, unless You have assigned the benefits. If You have requested an assignment of benefits in writing, either before or with Your written proof of loss, We can pay all or part of any benefit to a Hospital or person that provided the Care.

We may pay any benefits provided by this Policy that become payable to Your estate up to \$1,000 to any relative who We determine is entitled to payment. Such payment will discharge Our liability for that payment.

## **ASSIGNMENT**

You may assign the benefits payable under this Policy. Your rights and those of any other person referred to in this Policy will be subject to the assignment. We are not bound by an assignment unless it is in writing and until a duplicate of the original assignment has been filed at Our Home Office. We assume no responsibility regarding the validity of any assignment or payment made without notice of a prior assignment.

## **UNPAID PREMIUMS**

We will deduct any premium due from any benefits that become payable to You under this Policy.

## **PHYSICAL EXAMINATION AND AUTOPSY**

At Our expense We may require:

- (a) a physical examination to be performed on an Insured Person by a Physician of Our choice in the United States, as often as is reasonably necessary while a claim is pending; or
- (b) an autopsy to be performed after an Insured Person's death, if allowed by law.

## **LEGAL ACTIONS**

No legal action may be brought to recover any benefits provided by this Policy until 60 days after the date written proof of loss was received. No action may be brought after three (3) years from the date written proof must have been provided.

## **GENERAL PROVISIONS**

### **ENTIRE CONTRACT – CHANGES**

This Policy and any riders or endorsements are the entire contract. This contract is made in consideration of the payment of premiums as required.

No change to this Policy will be valid until approved by one of Our executive officers and unless such approval be endorsed hereon or attached hereto. No agent or other representative has authority to change or waive any Policy provision or extend the time for paying a premium.

### **INCONTESTABLE**

This Policy is incontestable from its Effective Date as to any representation made in connection with the issuance of the Policy.

## **TIME LIMIT ON CERTAIN DEFENSES**

We will not deny or reduce a claim for an Accidental Injury incurred by an Insured Person after two (2) years from the date coverage on the Insured Person becomes effective under this Policy or upon any Reinstatement, on the basis that a disease or physical condition existed prior to the date coverage on the Insured Person becomes effective under this Policy or upon any Reinstatement.

## **TERMINATION**

Coverage for each Insured Person will terminate on the earlier of:

- (a) the date on which this Policy lapses or terminates; or
- (b) the policy anniversary on or following the date the Insured reaches age 65.

This Policy will terminate on the earliest of:

- (a) the date on which this Policy lapses or terminates;
- (b) any premium due date requested by You in writing;
- (c) the end of the Grace Period following the due date for which a premium was not paid;
- (d) the death of the Insured; or
- (e) the policy anniversary on or following the date the Insured reaches age 65.

## **OWNER**

The Insured is the Owner of this Policy unless otherwise stated or later changed.

As Owner, You may exercise all rights in this Policy while the Insured is living. If You are without legal capacity, We will allow Your rights to be exercised by:

- (a) a legally appointed Guardian responsible for Your property; or
- (b) at Our sole discretion a person who We determine is responsible for Your welfare and support.

To exercise Your rights, You must follow the procedures stated in this Policy. All elections, designations, and Policy change requests must be made in writing and in a form acceptable to Us.

If You change Your beneficiary, address, or request any other action by Us, You should do so on the form prepared for each purpose. You may obtain such forms from Our Home Office.

## **BENEFICIARY**

The beneficiary designated by You or later changed will receive any benefits unpaid at the Insured's death. All surviving beneficiaries of the same class will share equally in any payments to that class, unless otherwise designated by You.

If no stated beneficiary is living at the time of the Insured's Death, We will pay:

- (a) the personal representative of the Insured's estate; or
- (b) the spouse, child, or parent of the Insured who We determine is entitled to payment.

## **CHANGE OF OWNER OR BENEFICIARY**

While the Insured is living, You may change:

- (a) the Owner; or
- (b) the beneficiary designation, if it is not restricted by a previous designation.

We can require that any change be endorsed on Your Policy. Any change will be effective as of the date Your change request was signed, except that it will not apply to any payment We make or any action We take before We record or acknowledge Your request in Our Home Office.

## **EFFECTIVE DATE**

This Policy will take effect at 12:01 AM (Central Time) on the Effective Date as stated in the Policy Data and will terminate at 11:59 PM (Central Time) on the date provided for termination. If this Policy lapses and is reinstated, the Effective Date is as described in the Reinstatement Provision. The Effective Date for any rider adding coverage for an Insured Spouse or Insured Child after this Policy is issued will be as described in that rider.

## **CONFORMITY WITH STATE STATUTES**

Any provision of this Policy, which conflicts with any laws of the state where You lived when this Policy was issued, is amended to conform to such laws.

## **NONPARTICIPATION**

This Policy is nonparticipating. Premiums do not include a charge for participation in surplus.

## **TAX CONSEQUENCES**

Benefits paid under this Policy may be taxable. If so, You or Your Beneficiary may incur tax obligation. As with all tax matters, You should consult Your personal tax advisor for more information about how this may affect You.



# **American General Life Insurance Company**

2727-A Allen Parkway, Houston, Texas 77019  
(A STOCK COMPANY)  
1-800-811-2696



# AMERICAN GENERAL LIFE INSURANCE COMPANY

## SPOUSE RIDER

This Rider is added to and made a part of the Policy to which it is attached. This Rider is subject to all the conditions and provisions of the Policy to which it is attached except as provided herein.

### GUARANTEED RENEWABLE TO AGE 65 BENEFITS FOR AN ACCIDENT AS DESCRIBED AND LIMITED IN THIS RIDER. NONPARTICIPATING

**THIS IS A LIMITED BENEFIT RIDER FOR ACCIDENT COVERAGE ONLY.  
IT DOES NOT PAY BENEFITS FOR LOSS FROM ANY OTHER CAUSE.**

PLEASE READ IT CAREFULLY.

#### RIDER SCHEDULE

<b>Insured Spouse</b>	[Jane Doe]	<b>Policy Number</b>	[000000000]
<b>Age at Issue</b>	[35]	<b>Effective Date</b>	[January 1, 2011]
<b>Gender</b>	[Female]		
	<b>Premium</b> - [\$0.00] [Monthly]; [\$00.00] [Annually]		

#### DEFINITIONS

The Definitions of the Policy to which this Rider is attached will be used, along with the terms defined below.

**DEDUCTIBLE AMOUNT** means the dollar amount shown in the Policy Schedule which must be incurred by an Insured Person each Calendar Year before benefits are payable unless the Family Deductible Amount has been satisfied.

**FAMILY DEDUCTIBLE AMOUNT** means two (2) times the Deductible Amount shown in the Policy Schedule. The Family Deductible Amount will be satisfied when the combined total of all dollar amounts allocated to the Deductible Amounts for the Insured Persons in a Calendar Year is equal to two (2) times the Deductible Amount shown in the Policy Schedule.

**Insured Person** includes the Insured Spouse covered under this Rider.

**Insured Spouse** means only the spouse designated by You.

#### BENEFITS

When We receive due written proof that expenses incurred due to an Accident satisfy the Deductible Amount, as described above, We will pay for the benefits as described in the Policy, less any adjustment or discounts, up to the Maximum Amount, per Insured Person, per Calendar Year as shown in the Policy Schedule. For any of the Policy benefits to be payable, the initial Care must begin within 72 hours of the Accidental Injury. All expenses must be incurred within 45 days of the Accidental Injury, unless otherwise specified in the Policy. This Rider will not pay benefits for injuries received prior to the Effective Date of coverage that are aggravated or re-injured by any event that occurs after the Effective Date.

## **PREMIUMS**

The premium for this Rider is shown in the Rider Schedule. Premiums for this Rider are payable in addition to and under the same conditions as premiums for the Policy.

If the Policy and this Rider are in force and the Insured Spouse dies, We will reduce the premium.

## **GENERAL PROVISIONS**

### **REINSTATEMENT**

If the Policy is reinstated at the same time, We will reinstate this Rider subject to the Reinstatement provision in the Policy. Except for the above and any new provisions We may require for reinstatement, Your rights and Our rights under this Rider will be the same as just before the Rider lapsed.

### **INCONTESTABLE**

This Rider is incontestable from its Effective Date as to any representation made in connection with the issuance of this Rider.

### **TERMINATION**

Coverage for the Insured Spouse will terminate on the earlier of:

- (a) the date on which the Policy lapses or terminates;
- (b) the Policy anniversary on or following the date the Insured Spouse reaches age 65; or
- (c) the date the Insured's marriage to the Insured Spouse is terminated by a divorce decree.

This Rider will terminate on the earliest of:

- (a) the date on which the Policy lapses or terminates;
- (b) the date that the Insured Spouse becomes the Insured under the Continuation provision of this Rider;
- (c) any premium due date requested by You in writing;
- (d) the end of the Grace Period following the due date for which a premium for this Rider was not paid;
- (e) the date the Insured's marriage to the Insured Spouse is terminated by a divorce decree; or
- (f) the death of the Insured Spouse.

The termination of coverage on the Insured Spouse will not reduce Our liability for any claim originating prior to the termination of such coverage.

If the Policy and this Rider are in force and the Insured's marriage to the Insured Spouse is terminated by a divorce decree, the Insured Spouse may obtain a separate Accident policy. Coverage provided on any Insured Person by the Policy cannot be continued if the Insured Person is subsequently covered by a separate Accident policy issued by Us. Coverage on any Insured Person provided by the Policy ceases when coverage on such Insured Person becomes effective under a separate Accident policy issued by Us.

## **CONTINUATION**

If the Policy and this Rider are in force and the Insured dies, the Insured Spouse may continue the Policy by payment of the required premiums when they are due. The following conditions will apply:

- (a) the Insured Spouse will become the Insured under the Policy; and
- (b) the premiums will be based on the Insured Spouse's Age on the Effective Date of the Rider.

## **BENEFICIARY**

The beneficiary designated by You or later changed will receive any benefits unpaid at the death of the Insured Spouse. All surviving beneficiaries of the same class will share equally in any payments to that class, unless otherwise designated by You.

If no stated beneficiary is living at the time of the death of the Insured Spouse, We will pay:

- (a) the personal representative of the estate of the Insured Spouse; or
- (b) the spouse, child, or parent of the Insured Spouse who We determine is entitled to payment.

## **EFFECTIVE DATE OF THIS RIDER**

This Rider will take effect at 12:01 AM (Central Time) on the Effective Date as stated in the Rider Schedule and will terminate at 11:59 PM (Central Time) on the date provided for termination. If this Rider lapses and is reinstated, the Effective Date is as described in the Reinstatement provision.

This Rider is part of the Policy to which it is attached. Its Benefits are subject to all the terms of this Rider and the Policy. If any term of this Rider should conflict with a term or terms of the Policy, the terms in this Rider shall control for Benefits provided in this Rider.

## **AMERICAN GENERAL LIFE INSURANCE COMPANY**



President



# AMERICAN GENERAL LIFE INSURANCE COMPANY

## CHILD RIDER

This Rider is added to and made a part of the Policy to which it is attached. This Rider is subject to all the conditions and provisions of the Policy to which it is attached except as provided herein.

### BENEFITS FOR AN ACCIDENT AS DESCRIBED AND LIMITED IN THIS RIDER. NONPARTICIPATING

**THIS IS A LIMITED BENEFIT RIDER FOR ACCIDENT COVERAGE ONLY.  
IT DOES NOT PAY BENEFITS FOR LOSS FROM ANY OTHER CAUSE.**

PLEASE READ IT CAREFULLY

#### RIDER SCHEDULE

<b>Insured Child</b>	Defined Below	<b>Policy Number</b>	[00000000]
		<b>Effective Date</b>	[January 1, 2011]
		<b>Premium</b>	-\$[0.00] [Monthly]; [\$00.00] [Annually]

#### DEFINITIONS

The Definitions of the Policy to which this Rider is attached will be used, along with the terms defined below.

**DEDUCTIBLE AMOUNT** means the dollar amount shown in the Policy Schedule which must be incurred by an Insured Person each Calendar Year before benefits are payable unless the Family Deductible Amount has been satisfied.

**FAMILY DEDUCTIBLE AMOUNT** means two (2) times the Deductible Amount shown in the Policy Schedule. The Family Deductible Amount will be satisfied when the combined total of all dollar amounts allocated to the Deductible Amounts for the Insured Persons in a Calendar Year is equal to two (2) times the Deductible Amount shown on the Policy Schedule.

**Insured Child** means all of the Insured's biological children, legally adopted children, or stepchildren who are dependent on the Insured, and are:

- (a) named by You and are less than 26 years of Age on the Effective Date of this Rider;
- (b) born after the Effective Date of this Rider, and the Insured is named as parent on the child's birth certificate; or
- (c) legally adopted by the Insured after the Effective Date of this Rider and before the child's 26<sup>th</sup> birthday.

**Insured Person** includes an Insured Child covered under this Rider.

#### BENEFITS

When We receive due written proof that expenses incurred due to an Accident satisfy the Deductible Amount, as described above, We will pay for the benefits as described in the Policy, less any adjustment or discounts, up to the Maximum Amount, per Insured Person, per Calendar Year as shown in the Policy Schedule. For any of the Policy benefits to be payable, the initial Care must begin within 72 hours of the Accidental Injury. All expenses must be incurred within 45 days of the Accidental Injury, unless otherwise specified in the Policy. This Rider will not pay benefits for injuries received prior to the Effective Date of coverage that are aggravated or re-injured by any event that occurs after the Effective Date.

## **PREMIUMS**

The premium for this Rider is shown in the Rider Schedule. Premiums for this Rider are payable in addition to and under the same conditions as premiums for the policy.

## **REINSTATEMENT**

If the Policy is reinstated at the same time, We will reinstate this Rider subject to the Reinstatement provision in the Policy. Except for the above and any new provisions We may require for reinstatement, Your rights and Our rights under this Rider will be the same as just before the Rider lapsed.

## **GENERAL PROVISIONS**

### **INCONTESTABLE**

This Rider is incontestable from its Effective Date as to any representation made in connection with the issuance of the Policy.

### **TERMINATION**

Coverage on any Insured Child will terminate on the earlier of:

- (a) the date on which the Policy lapses or terminates;
- (b) the premium due date following the Insured Child's 26th birthday; or
- (c) the Date of Issue of a separate policy, which is issued to the Insured Spouse and provides coverage on the Insured Child.

This Rider will terminate on the earliest of:

- (a) the date on which the Policy lapses or terminates;
- (b) any premium due date requested by You in writing; or
- (c) the end of the Grace Period following the due date for which a premium for this Rider was not paid.

The termination of an Insured Child's coverage will not reduce Our liability for any claim originating prior to the termination.

### **CONTINUATION**

The coverage provided on an Insured Child by this Rider may be continued, so long as the Insured Child is:

- (a) legally incapable of self-sustained employment due to mental or physical incapacity; and
- (b) dependent upon the Insured for support and maintenance.

You must submit satisfactory proof of incapacity or dependency to Us prior to the date on which the coverage on the Insured Child would terminate if he or she were not incapacitated or dependent, and subsequently as We may require, but not more frequently than annually after the two (2) year period following the date coverage on the Insured Child would otherwise have terminated. We may charge an additional premium for continuing the coverage on any Insured Child. We will determine the premium on the basis of the Age, sex, and premium rate and class in effect for the Insured Child on the date proof of incapacity or dependency is provided.

If the Policy is in force when an Insured Child's coverage under this Rider terminates, such Insured Child may obtain a separate Accident policy.

**BENEFICIARY**

The beneficiary designated by You or later changed will receive any benefits unpaid at the death of the Insured Child. All surviving beneficiaries of the same class will share equally in any payments to that class, unless otherwise designated by You.

If no stated beneficiary is living at the time of the death of the Insured Child, We will pay any unpaid benefits to the parent or any relative by blood or connection by marriage of the Insured Child who We determine is entitled to payment.

**EFFECTIVE DATE OF THIS RIDER**

This Rider will take effect at 12:01 AM (Central Time) on the Effective Date as stated in the Rider Schedule and will terminate at 11:59 PM (Central Time) on the date provided for termination. If this Rider lapses and is reinstated, the Effective Date is as described in the Reinstatement provision.

This Rider is part of the Policy to which it is attached. Its Benefits are subject to all the terms of this Rider and the Policy. If any term of this Rider should conflict with a term or terms of the Policy, the terms in this Rider shall control for Benefits provided in this Rider.

**AMERICAN GENERAL LIFE INSURANCE COMPANY**A handwritten signature in black ink that reads "Mary Jane Fortin". The signature is written in a cursive, flowing style.

President



**ACCIDENT COVERAGE OUTLINE OF COVERAGE**  
**Policy Form 10120**

**Read Your Policy Carefully**

This Outline of Coverage provides a very brief description of the important features of your Policy. This is not the insurance contract, and only the actual Policy provisions will control. The Policy itself sets forth, in detail, the rights and obligations of both you and your insurance company. It is, therefore, important that you **READ YOUR POLICY CAREFULLY!**

**ACCIDENT ONLY COVERAGE**

Accident only coverage is designed to provide Insured Persons with coverage for certain losses resulting from a covered accident **ONLY**, subject to any exclusions contained in the Policy. Coverage is not provided for any loss due to sickness. Coverage is not provided for basic hospital, basic medical-surgical or major medical expenses.

**BENEFITS SCHEDULE**

<b>Benefits</b>	<b>Maximum Benefit Amount Per Insured Person, Per Calendar Year</b>	<b>Maximum Surgery Benefit Amount Per Insured Person, Per Calendar Year</b>	<b>Annual Premium</b>
Insured	[\$2,500- \$15,000]	[\$1,250- \$7,500]	[\$00.00]
Insured Spouse Rider	[\$2,500- \$15,000]	[\$1,250- \$7,500]	[\$00.00]
Insured Child Rider	[\$2,500- \$15,000]	[\$1,250- \$7,500]	[\$00.00]
Total Annual Premium			[\$00.00]

**Deductible Amount**           [\$100, \$300, \$500]

**Accidental Death Benefit Amount**

Insured	[\$25,000]
Insured Spouse	[\$10,000]
Insured Child	[\$10,000]

**BENEFITS**

When We receive due written proof that expenses incurred due to an Accident satisfy the Deductible Amount, as shown in the Policy Schedule, We will pay for the following listed benefits, less any adjustment or discounts, up to the Maximum Benefit Amount, per Insured Person, per Calendar Year as shown in the Policy Schedule. For any of the following benefits to be payable, the initial Care must begin within 72 hours of the Accidental Injury. All expenses must be incurred within 45 days of the Accidental Injury unless otherwise specified in the Policy. The Policy will not pay benefits for injuries received prior to the Effective Date of coverage that are aggravated or re-injured by any event that occurs after the Effective Date.

**ACCIDENTAL DEATH BENEFIT**

We will pay the applicable Accidental Death Benefit Amount as shown in the Policy Schedule for the accidental death of an Insured Person as the result of an Accidental Injury for covered causes. The Insured Person's death must occur within 90 days following the Accidental Injury.

**ACCIDENTAL EMERGENCY TREATMENT BENEFIT**

We will, for each Accidental Injury sustained, pay benefits for emergency Care. Such emergency Care must be received from a Physician, in a Hospital, including an Emergency Room, or an Urgent Care Center in the United States.

**ACCIDENT FOLLOW-UP CARE BENEFIT**

If an Insured Person receives emergency Care and later requires additional Care, We will pay benefits for such follow-up Care. The benefit is limited to one follow-up visit per day, up to a maximum of three follow-up visits, per Insured Person for each Accidental Injury. It must be furnished by a Physician in a Physician's office or in a Hospital on an outpatient basis. Benefits will not be payable on the same day for which the Accidental Emergency Treatment Benefit is payable.

## **AMBULANCE BENEFIT**

This benefit is only payable for transportation to a Hospital resulting from an Accidental Injury for which an Accidental Emergency Treatment Benefit is payable under the Policy.

## **DRUG BENEFIT**

We will pay for drugs that are administered in a Hospital or Urgent Care Center during the Care of an Accidental Injury.

## **FRACTURE BENEFIT**

The Fracture must be Diagnosed within 14 days of the Accidental Injury.

## **MAJOR DIAGNOSTIC EXAMS BENEFIT**

This benefit is limited to one Major Diagnostic Exam per Accidental Injury. Such exams must be performed within 14 days of the Accidental Injury. Major Diagnostic Exams are limited to the following:

- (a) CT (computerized tomography) scan;
- (b) MRI (magnetic resonance imaging); and
- (c) EEG (electroencephalogram).

## **SURGERY BENEFIT**

We will pay up to the Maximum Surgery Benefit Amount, per Insured Person, per Calendar Year as shown on the Policy Schedule. Eligible Charges include all services and expenses related to the surgery including but not limited to the surgeon, assistant surgeon, second opinion, anesthesia, supplies, and surgery facility charges. The surgery must be necessary as a result of the Accidental Injury. Surgeries can be performed in either a Hospital or an Ambulatory Surgical Center.

The Maximum Surgery Benefit Amount, per Insured Person, per Calendar Year may not exceed and is not in addition to the Maximum Benefit Amount per Insured per Calendar Year.

## **X-RAY BENEFIT**

The x-ray or set of x-rays must be performed within 14 days of the Accidental Injury.

## **BENEFIT PAYMENT CONDITIONS**

We will pay the Benefits listed above, subject to the conditions and amounts stated in the Policy.

The payment of benefits for an Accident is subject to the following conditions:

- (a) The Accidental Injury and Care occurs while the coverage on an Insured Person is effective under the Policy;
- (b) The initial Care must begin within 72 hours of the Accidental Injury;
- (c) The benefit payment is not precluded by any general or specific exclusion, description, or any failure to meet any condition precedent stated in the Policy;
- (d) Care for the Accidental Injury is received within the United States; and
- (e) All expenses must be incurred within 45 days of the Accidental Injury, unless otherwise specified in the Policy.

We reserve the right to request that a Physician of our choice review any Diagnosis in the event of a dispute or disagreement regarding the appropriateness or correctness of a Diagnosis. We also reserve the right to require that an Insured Person submit to an examination to confirm a disputed Accidental Injury. We reserve the right to request that an independent and acknowledged expert in the applicable field of medicine review the evidence used in making any disputed Diagnosis. We will pay for any such requested examination or review.

## EXCLUSIONS

For any Insured Person:

- (a) We will pay NO benefits under the Policy if covered services provided are not related to a covered Accident.
- (b) We will pay NO benefits for any Accident or any loss caused in whole or in part by, or resulting in whole or in part from the following:
  - 1. the Insured Person's suicide or attempt at suicide, or intentional self-inflicted injury or sickness, or any attempt at intentional self-inflicted injury, or injury caused by a self-inflicted act, or sickness while sane or insane;
  - 2. the Insured Person's being under the influence of a controlled substance (unless administered by a Physician and taken according to the Physician's instructions) or alcohol, or illegal drugs or while intoxicated ("intoxicated" means that condition as defined by the law of the jurisdiction in which the Accident occurred);
  - 3. the Insured Person's voluntary or involuntary inhalation of gas;
  - 4. the Insured Person's commission of or attempt to commit an assault or felony;
  - 5. the Insured Person engaging in an illegal activity or occupation;
  - 6. the Insured Person's voluntary participation in any riot or civil insurrection;
  - 7. declared or undeclared war, or any act of declared or undeclared war;
  - 8. the Insured Person's operating, learning to operate, serving as a crew member of, or jumping, parachuting, or falling from an aircraft or hot air balloon, including those which are not motor driven;
  - 9. the Insured Person's engaging in hang gliding, bungee jumping, parachuting, sail-gliding, parasailing or parakiting or any similar activity;
  - 10. the Insured Person's riding in or driving any motor driven vehicle in a race, stunt show or speed test;
  - 11. the Insured Person's practicing for or participating in any semi-professional or professional competitive athletic contest, including officiating or coaching, for which such Insured Person receives any compensation or remuneration;
  - 12. the Insured Person's operating any type of land, water, or air vehicle while having a blood alcohol content at or above the level made illegal for operation of such vehicle by the jurisdiction where the Accidental Injury occurred;
  - 13. charges for services ordered, directed or performed by a Physician or supplies purchased from a provider who is an Insured Person; an Insured Person's Immediate Family Member; employed or retained by an Insured Person; an employer of an Insured Person; or ordinarily resides with an Insured Person;
  - 14. bacterial infection that was not caused by an Accidental cut or wound;
  - 15. the Insured Person's driving any taxi for wage, compensation, or profit;
  - 16. the Insured Person's engaging in mountaineering using ropes and/or other equipment or any similar activity;
  - 17. charges for treatment, services, drugs, medicines or supplies used to treat a Sickness; and
  - 18. any illness, loss, or condition specifically excluded from the definition of any Accident.
- (c) We will pay NO benefits for injuries received prior to the Effective Date of coverage that are aggravated or re-injured by any event that occurs after the Effective Date.

## PRE-EXISTING CONDITION LIMITATION

We will pay **NO** benefits for an Accidental Injury that is caused by a Pre-Existing Condition unless the Accidental Injury commences after the Policy has been in force for two (2) years from the Effective Date or from the most recent date of reinstatement.

## DEFINITIONS

**ACCIDENT OR ACCIDENTAL** means a sudden, intervening, unforeseen, unusual and unexpected event which results in an Accidental Injury to the Insured Person and meets all of the following requirements:

- (a) It is the direct cause of a loss, and is wholly independent of Sickness, bodily infirmity or any other cause, including any physical condition.
- (b) It is definite as to time and place.
- (c) It happens involuntarily, or entails unforeseen consequences if it is the result of an intentional act.
- (d) It is sustained on or after the Insured Person's Effective Date of coverage under the Policy and while the Policy is in force.
- (e) Directly produces at the time objective findings of an injury which is more than simply a gradual deterioration or progressive degeneration.

**ACCIDENTAL INJURY** means bodily injury to an Insured Person as the result of an Accident, after coverage under the Policy takes effect and while the Policy is in force, which results in Care within 72 hours after the injury is sustained.

**AGE** means the attained age as of the Insured Person's last birthday.

**AMBULANCE** means a specially equipped vehicle, licensed and used to transport the sick or injured.

**AMBULATORY SURGICAL CENTER** means a facility which meets these tests:

- (a) Its primary purpose is to provide surgical care;
- (b) Patients are admitted to and discharged from this facility within the same 24-hour period;
- (c) It is not part of a Hospital;
- (d) It is not a facility for performing termination of pregnancy;
- (e) It is not an office maintained by a Physician for the practice of medicine or dentistry.

**CALENDAR YEAR** means the period from January 1st to December 31st.

**CARE** means medical treatment or attention received in an Emergency Room, Hospital, Urgent Care Center, or Physician's office. Such Care must be within 72 hours of the Accidental Injury. Care does not include any psychiatric treatment.

**CLOSED REDUCTION** means a manipulative repair of a Fracture.

**DEDUCTIBLE AMOUNT** means the dollar amount shown in the Policy Schedule which must be incurred under the Policy by an Insured Person each Calendar Year before benefits are payable under the Policy.

**DIAGNOSIS/DIAGNOSED** means a definitive Diagnosis made by a Physician, licensed and practicing in the United States or its territories and, where applicable, specializing in a particular field of medicine, which:

- (a) is based upon the use of diagnostic evaluations, clinical and/or laboratory investigations, tests and observations and where the results are documented in and supported by the Insured Person's medical records; and
- (b) meets all diagnostic requirements stated in the Policy for the particular Accident being Diagnosed.

**EMERGENCY ROOM** means a specified area within a Hospital that is designated for the emergency Care of Accidental Injuries. This area must:

- (a) be staffed and equipped to handle trauma;
- (b) be supervised and provide Care by a Physician; and
- (c) provide Care seven days per week, 24 hours per day.

**FRACTURE** means a break, rupture, or crack, in a bone that can be Diagnosed by X-ray. The fracture must be Diagnosed by a Physician within 14 days after the date of the Accidental Injury and must require correction by a Physician through either Open or Closed Reduction.

**HOSPITAL** means an institution that:

- (a) is operated pursuant to law and is licensed as a Hospital by the responsible state agency;
- (b) is primarily and continuously engaged in providing or operating, either on its premises or in facilities available to the Hospital on a prearranged basis and under the supervision of a staff of duly licensed Physicians, medical, diagnostic and major surgical facilities for the Care of sick or injured persons on an inpatient basis for which a charge is made; and
- (c) provides 24-hour nursing service by or under the supervision of registered graduate professional nurses (RNs).

Hospital does NOT mean or include:

- (a) convalescent, assisted living, extended care, hospice, rest or nursing facilities; or
- (b) facilities primarily affording custodial, educational or rehabilitative care; or facilities primarily for the aged or for substance abusers; or
- (c) a private monitored room.

**HOSPITAL CONFINEMENT** means an Insured Person confined to a bed in a Hospital for which a room charge is made. The Hospital Confinement must be on the advice of a Physician and medically necessary as a result of injuries sustained in an accident or for rehabilitory care for injuries sustained in an Accident.

**IMMEDIATE FAMILY MEMBER** means a person who is related to the Insured Person in any of the following ways: spouse; child (including a legally adopted child, stepchild, son-in-law, and daughter-in-law); parents, (includes stepparent, mother-in-law, and father-in-law); and brother or sister (including stepbrother, or stepsister, brother-in-law, and sister-in-law).

**INSURED** means the person named as "Insured" in the Policy Data (or the Insured Spouse, if one is indicated as an "Insured Person" in the Policy Data and such Insured Spouse becomes the Insured upon the death of the person named as "Insured" in the Policy Data).

**INSURED PERSON** means all persons who are indicated as an "Insured Person" in the Policy Data as being covered by the Policy.

**OPEN REDUCTION** means the surgical repair of a Fracture.

**PHYSICIAN** means a person who:

- (a) is a legally qualified-practitioner of the healing arts and is licensed in the United States or its territories;
- (b) practices within the scope of his or her license;
- (c) is not the Insured Person;
- (d) is not related to the Insured Person as a spouse, parent, child or sibling; and
- (e) does not customarily reside in the same household as the Insured Person.

**PRE-EXISTING CONDITION** means:

- (a) an existing condition or symptom that would cause an ordinarily prudent person to seek diagnosis, medical advice, Care, attention or treatment within the two (2) year period before the Effective Date; or
- (b) a condition or symptom for which medical advice, Care, attention or treatment was recommended by a Physician, or received from a Physician within the two (2) year period before the Effective Date.

**SICKNESS** means a disease, bodily infirmity, illness, infection or any other physical condition that affects the Insured Person, and is wholly independent of an Accident.

**SURGERY** means a surgical operation or procedure, especially one involving the repair or removal of an organ or tissue due to an Accidental Injury.

**UNITED STATES** means the 50 states, plus the District of Columbia, and includes Guam, the U.S. Virgin Islands and Puerto Rico.

**URGENT CARE CENTER** means a facility operated pursuant to law and licensed by the responsible state agency. Such center is dedicated to the delivery of unscheduled, walk-in care outside of a Hospital Emergency Room. The center must be under the supervision of a duly licensed Physician.

### **GUARANTEED RENEWABLE TO AGE 65 - SUBJECT TO CHANGE IN PREMIUM BY CLASS**

You may continue the coverage on an Insured Person provided by the Policy, until the Policy anniversary on or following the Insured's 65th birthday, subject to the Policy's Termination Provision by paying all premiums when they are due. A Grace Period of 31 days will be granted for each premium payment after the first. We will not add any restrictive riders or endorsements while the Policy is in force. We reserve the right to change the premium charged for the Policy. Any change in premium will be made on a class basis only, as We determine. No change in premium will become effective until 40 days after We deliver to You, or mail to Your last known address, a written notice of premium change.

### **TERMINATION**

Coverage for the Insured Person will terminate on the earlier of:

- (a) the date on which the Policy lapses or terminates; or
- (b) the Policy anniversary on or following the date the Insured reaches age 65.

The Policy will terminate on the earliest of:

- (a) the date on which the Policy lapses or terminates;
- (b) any premium due date requested by You in writing;
- (c) the end of the Grace Period following the due date for which a premium was not paid;
- (d) the death of the Insured; or
- (e) the Policy anniversary on or following the date the Insured reaches age 65.

### **OPTIONAL RIDERS**

**SPOUSE RIDER (OPTIONAL)**

### **BENEFITS**

The Rider benefits are the same as the Policy to which the Rider is attached.

**POLICY PROVISIONS APPLICABLE.** The Rider is subject to all the conditions and provisions of the Policy to which it is attached except as provided on the Rider.

## DEFINITIONS

The Definitions of the Policy to which this Rider is attached will be used, along with the terms defined below.

**DEDUCTIBLE AMOUNT** means the dollar amount shown in the Policy Schedule which must be incurred by an Insured Person each Calendar Year before benefits are payable unless the Family Deductible Amount has been satisfied.

**FAMILY DEDUCTIBLE AMOUNT** means two (2) times the Deductible Amount shown in the Policy Schedule. The Family Deductible Amount will be satisfied when the combined total of all dollar amounts allocated to the Deductible Amounts for the Insured Persons in a Calendar Year is equal to two (2) times the Deductible Amount shown on the Policy Schedule.

**Insured Person** includes the Insured Spouse covered under the Rider.

**Insured Spouse** means only the spouse designated by You.

## TERMINATION

Coverage for the Insured Spouse will terminate on the earlier of:

- (a) the date on which the Policy lapses or terminates;
- (b) the Policy anniversary on or following the date the Insured Spouse reaches age 65; or
- (c) the date the Insured's marriage to the Insured Spouse is terminated by a divorce decree.

The Rider will terminate on the earliest of:

- (a) the date on which the Policy lapses or terminates;
- (b) the date that the Insured Spouse becomes the Insured under the Continuation provision of the Rider;
- (c) any premium due date requested by You in writing;
- (d) the end of the Grace Period following the due date for which a premium for the Rider was not paid;
- (e) the date the Insured's marriage to the Insured Spouse is terminated by a divorce decree; or
- (f) the death of the Insured Spouse.

The termination of coverage on the Insured Spouse will not reduce Our liability for any claim originating prior to the termination of such coverage.

If the Policy and the Rider are in force and the Insured's marriage to the Insured Spouse is terminated by a divorce decree, the Insured Spouse may obtain a separate Accident policy. Coverage provided on any Insured Person by the Policy cannot be continued if the Insured Person is subsequently covered by a separate Accident policy issued by Us. Coverage on any Insured Person provided by the Policy ceases when coverage on such Insured Person becomes effective under a separate Accident policy issued by Us.

## CONTINUATION

If the Policy and the Rider are in force and the Insured dies, the Insured Spouse may continue the Policy by payment of the required premiums when they are due. The following conditions will apply:

- (a) the Insured Spouse will become the Insured under the Policy; and
- (b) the premiums will be based on the Insured Spouse's Age on the Effective Date of the Rider.

## CHILD RIDER (OPTIONAL)

### **BENEFITS**

The Rider benefits are the same as the Policy to which the Rider is attached.

**POLICY PROVISIONS APPLICABLE.** The Rider is subject to all the conditions and provisions of the Policy to which it is attached except as provided on the Rider.

### **DEFINITIONS**

The Definitions of the Policy to which this Rider is attached will be used, along with the terms defined below.

**DEDUCTIBLE AMOUNT** means the dollar amount shown in the Policy Schedule which must be incurred by an Insured Person each Calendar Year before benefits are payable unless the Family Deductible Amount has been satisfied.

**FAMILY DEDUCTIBLE AMOUNT** means two (2) times the Deductible Amount shown in the Policy Schedule. The Family Deductible Amount will be satisfied when the combined total of all dollar amounts allocated to the Deductible Amounts for the Insured Persons in a Calendar Year is equal to two (2) times the Deductible Amount shown on the Policy Schedule.

**Insured Child** means all of the Insured's biological children, legally adopted children, or stepchildren who are dependent on the Insured, and are:

- (a) named by You and are less than 26 years of Age on the Effective Date of the Rider;
- (b) born after the Effective Date of the Rider, and the Insured is named as parent on the child's birth certificate; or
- (c) legally adopted by the Insured after the Effective Date of the Rider and before the child's 26th birthday.

**Insured Person** includes an Insured Child covered under the Rider.

### **TERMINATION**

Coverage on any Insured Child will terminate on the earlier of:

- (a) the date on which the Policy lapses or terminates;
- (b) the premium due date following the Insured Child's 26th birthday; or
- (c) the Date of Issue of a separate policy, which is issued to the Insured Spouse and provides coverage on the Insured Child.

The Rider will terminate on the earliest of:

- (a) the date on which the Policy lapses or terminates;
- (b) any premium due date requested by You in writing; or
- (c) the end of the Grace Period following the due date for which a premium for the Rider was not paid.

The termination of an Insured Child's coverage will not reduce Our liability for any claim originating prior to the termination.

### **CONTINUATION**

The coverage provided on an Insured Child by the Rider may be continued, so long as the Insured Child is:

- (a) legally incapable of self-sustained employment due to mental or physical incapacity; and
- (b) dependent upon the Insured for support and maintenance.





SERFF Tracking Number: AMGN-126883228 State: Arkansas  
 Filing Company: American General Life Insurance Company State Tracking Number: 47440  
 Company Tracking Number: 10120 - ACCIDENT EXPENSE DIRECT POLICY  
 TOI: H021 Individual Health - Accident Only Sub-TOI: H021.000 Health - Accident Only  
 Product Name: Accident Expense Direct Policy - 10120  
 Project Name/Number: Accident Expense Direct Policy - 10120/

## Supporting Document Schedules

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Flesch Certification	Approved-Closed	12/03/2010
<b>Comments:</b>			
<b>Attachments:</b>			
	AR Cert_Comp.pdf		
	AR Flesch Certification AGL.pdf		

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b>	Application	Approved-Closed	12/03/2010
<b>Bypass Reason:</b>	The form will be sold to individual insurance consumers by direct marketing through agents, brokers and directly by the company. Solicitation may be done via mail, internet or phone. Since this policy is guaranteed issue, the Incontestable, Entire Contract and Reinstatement provisions reflect that no health questions are used, therefore the policy is incontestable from its date of issue as to any representation made in connection with the issuance or reinstatement of the policy.		

**Comments:**

		<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Health - Actuarial Justification	Approved-Closed	12/03/2010
<b>Comments:</b>			
<b>Attachment:</b>			
	AED Actuarial Memo - Generic.pdf		

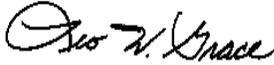
		<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b>	Outline of Coverage	Approved-Closed	12/03/2010
<b>Comments:</b>			
<b>Attachment:</b>			
	10120-OLC-04.pdf		

**AMERICAN GENERAL LIFE INSURANCE COMPANY**

**ARKANSAS CERTIFICATION OF COMPLIANCE**

		Y/N	NA
Arkansas Code 23-79-138	Required Policy Information	X	
Rule and Regulation 49	Life And Disability Insurance Guaranty Fund Notices	X	
Rule and Regulation 19	Unfair Sex Discrimination in the Sale of Insurance	X	

I hereby certify that form(s) 10120-04, et al is in compliance with those relevant Arkansas laws and regulations sited above.



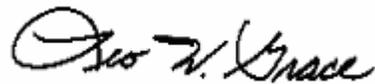
\_\_\_\_\_  
Leo W. Grace  
Vice President, Product Development

AMERICAN GENERAL LIFE INSURANCE COMPANY  
CERTIFICATION

This is to certify that the attached Form Numbers achieved the following Flesch Reading Scores:

FORM NUMBER	FLESCH SCORE
10120-04	51.3
10121	51.9
10122-04	50.4

The forms comply with the requirements of Arkansas Stat. Ann. §66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.



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Leo W. Grace, FLMI  
Vice President

November 22, 2010  
Date

cert.AR

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**ACCIDENT COVERAGE OUTLINE OF COVERAGE**  
**Policy Form 10120**

**Read Your Policy Carefully**

This Outline of Coverage provides a very brief description of the important features of your Policy. This is not the insurance contract, and only the actual Policy provisions will control. The Policy itself sets forth, in detail, the rights and obligations of both you and your insurance company. It is, therefore, important that you **READ YOUR POLICY CAREFULLY!**

**ACCIDENT ONLY COVERAGE**

Accident only coverage is designed to provide Insured Persons with coverage for certain losses resulting from a covered accident ONLY, subject to any exclusions contained in the Policy. Coverage is not provided for any loss due to sickness. Coverage is not provided for basic hospital, basic medical-surgical or major medical expenses.

**BENEFITS SCHEDULE**

<b>Maximum Benefit Amount per Insured Person, per Calendar Year</b>	<b>Maximum Surgery Benefit Amount per Insured Person, per Calendar Year</b>
[\$2,500 - \$15,000]	[\$1,250 - \$7,500]
<b>Deductible Amount</b>	[\$100, \$300, \$500]
<b>Accidental Death Benefit Amount</b>	
<b>Insured</b>	[\$25,000]
<b>Insured Spouse</b>	[\$10,000]
<b>Insured Child</b>	[\$10,000]

**BENEFITS**

When We receive due written proof that expenses incurred due to an Accident satisfy the Deductible Amount, as shown in the Policy Schedule, We will pay for the following listed benefits, less any adjustment or discounts, up to the Maximum Benefit Amount, per Insured Person, per Calendar Year as shown in the Policy Schedule. For any of the following benefits to be payable, the initial Care must begin within 72 hours of the Accidental Injury. All expenses must be incurred within 45 days of the Accidental Injury unless otherwise specified in the Policy. The Policy will not pay benefits for injuries received prior to the Effective Date of coverage that are aggravated or re-injured by any event that occurs after the Effective Date.

**ACCIDENTAL DEATH BENEFIT**

We will pay the applicable Accidental Death Benefit Amount as shown in the Policy Schedule for the accidental death of an Insured Person as the result of an Accidental Injury for covered causes. The Insured Person's death must occur within 90 days following the Accidental Injury.

**ACCIDENTAL EMERGENCY TREATMENT BENEFIT**

We will, for each Accidental Injury sustained, pay benefits for emergency Care. Such emergency Care must be received from a Physician, in a Hospital, including an Emergency Room, or an Urgent Care Center in the United States.

**ACCIDENT FOLLOW-UP CARE BENEFIT**

If an Insured Person receives emergency Care and later requires additional Care, We will pay benefits for such follow-up Care. The benefit is limited to one follow-up visit per day, up to a maximum of three follow-up visits, per Insured Person for each Accidental Injury. It must be furnished by a Physician in a Physician's office or in a Hospital on an outpatient basis. Benefits will not be payable on the same day for which the Accidental Emergency Treatment Benefit is payable.

## **AMBULANCE BENEFIT**

This benefit is only payable for transportation to a Hospital resulting from an Accidental Injury for which an Accidental Emergency Treatment Benefit is payable under the Policy.

## **DRUG BENEFIT**

We will pay for drugs that are administered in a Hospital or Urgent Care Center during the Care of an Accidental Injury.

## **FRACTURE BENEFIT**

The Fracture must be Diagnosed within 14 days of the Accidental Injury.

## **MAJOR DIAGNOSTIC EXAMS BENEFIT**

This benefit is limited to one Major Diagnostic Exam per Accidental Injury. Such exams must be performed within 14 days of the Accidental Injury. Major Diagnostic Exams are limited to the following:

- (a) CT (computerized tomography) scan;
- (b) MRI (magnetic resonance imaging); and
- (c) EEG (electroencephalogram).

## **SURGERY BENEFIT**

We will pay up to the Maximum Surgery Benefit Amount, per Insured Person, per Calendar Year as shown on the Policy Schedule. Eligible Charges include all services and expenses related to the surgery including but not limited to the surgeon, assistant surgeon, second opinion, anesthesia, supplies, and surgery facility charges. The surgery must be necessary as a result of the Accidental Injury. Surgeries can be performed in either a Hospital or an Ambulatory Surgical Center.

The Maximum Surgery Benefit Amount, per Insured Person, per Calendar Year may not exceed and is not in addition to the Maximum Benefit Amount per Insured per Calendar Year.

## **X-RAY BENEFIT**

The x-ray or set of x-rays must be performed within 14 days of the Accidental Injury.

## **BENEFIT PAYMENT CONDITIONS**

We will pay the Benefits listed above, subject to the conditions and amounts stated in the Policy.

The payment of benefits for an Accident is subject to the following conditions:

- (a) The Accidental Injury and Care occurs while the coverage on an Insured Person is effective under the Policy;
- (b) The initial Care must begin within 72 hours of the Accidental Injury;
- (c) The benefit payment is not precluded by any general or specific exclusion, description, or any failure to meet any condition precedent stated in the Policy;
- (d) Care for the Accidental Injury is received within the United States; and
- (e) All expenses must be incurred within 45 days of the Accidental Injury, unless otherwise specified in the Policy.

We reserve the right to request that a Physician of our choice review any Diagnosis in the event of a dispute or disagreement regarding the appropriateness or correctness of a Diagnosis. We also reserve the right to require that an Insured Person submit to an examination to confirm a disputed Accidental Injury. We reserve the right to request that an independent and acknowledged expert in the applicable field of medicine review the evidence used in making any disputed Diagnosis. We will pay for any such requested examination or review.

## EXCLUSIONS

For any Insured Person:

- (a) We will pay NO benefits under the Policy if covered services provided are not related to a covered Accident.
- (b) We will pay NO benefits for any Accident or any loss caused in whole or in part by, or resulting in whole or in part from the following:
  - 1. the Insured Person's suicide or attempt at suicide, or intentional self-inflicted injury or sickness, or any attempt at intentional self-inflicted injury, or injury caused by a self-inflicted act, or sickness while sane or insane;
  - 2. the Insured Person's being under the influence of a controlled substance (unless administered by a Physician and taken according to the Physician's instructions) or alcohol, or illegal drugs or while intoxicated ("intoxicated" means that condition as defined by the law of the jurisdiction in which the Accident occurred);
  - 3. the Insured Person's voluntary or involuntary inhalation of gas;
  - 4. the Insured Person's commission of or attempt to commit an assault or felony;
  - 5. the Insured Person engaging in an illegal activity or occupation;
  - 6. the Insured Person's voluntary participation in any riot or civil insurrection;
  - 7. declared or undeclared war, or any act of declared or undeclared war;
  - 8. the Insured Person's operating, learning to operate, serving as a crew member of, or jumping, parachuting, or falling from an aircraft or hot air balloon, including those which are not motor driven;
  - 9. the Insured Person's engaging in hang gliding, bungee jumping, parachuting, sail-gliding, parasailing or parakiting or any similar activity;
  - 10. the Insured Person's riding in or driving any motor driven vehicle in a race, stunt show or speed test;
  - 11. the Insured Person's practicing for or participating in any semi-professional or professional competitive athletic contest, including officiating or coaching, for which such Insured Person receives any compensation or remuneration;
  - 12. the Insured Person's operating any type of land, water, or air vehicle while having a blood alcohol content at or above the level made illegal for operation of such vehicle by the jurisdiction where the Accidental Injury occurred;
  - 13. charges for services ordered, directed or performed by a Physician or supplies purchased from a provider who is an Insured Person; an Insured Person's Immediate Family Member; employed or retained by an Insured Person; an employer of an Insured Person; or ordinarily resides with an Insured Person;
  - 14. hernia of any kind;
  - 15. bacterial infection that was not caused by an Accidental cut or wound;
  - 16. the Insured Person's driving any taxi for wage, compensation, or profit;
  - 17. the Insured Person's engaging in mountaineering using ropes and/or other equipment or any similar activity;
  - 18. charges for treatment, services, drugs, medicines or supplies used to treat a Sickness; and
  - 19. any illness, loss, or condition specifically excluded from the definition of any Accident.
- (c) We will pay NO benefits for injuries received prior to the Effective Date of coverage that are aggravated or re-injured by any event that occurs after the Effective Date.

## PRE-EXISTING CONDITION LIMITATION

We will pay **NO** benefits for an Accidental Injury that is caused by a Pre-Existing Condition unless the Accidental Injury commences after the Policy has been in force for two (2) years from the Effective Date or from the most recent date of reinstatement.

## DEFINITIONS

**ACCIDENT OR ACCIDENTAL** means a sudden, intervening, unforeseen, unusual and unexpected event which results in an Accidental Injury to the Insured Person and meets all of the following requirements:

- (a) It is the direct cause of a loss, and is wholly independent of Sickness, bodily infirmity or any other cause, including any physical condition.
- (b) It is definite as to time and place.
- (c) It happens involuntarily, or entails unforeseen consequences if it is the result of an intentional act.
- (d) It is sustained on or after the Insured Person's Effective Date of coverage under the Policy and while the Policy is in force.
- (e) Directly produces at the time objective findings of an injury which is more than simply a gradual deterioration or progressive degeneration.

**ACCIDENTAL INJURY** means bodily injury to an Insured Person as the result of an Accident, after coverage under the Policy takes effect and while the Policy is in force, which results in Care within 72 hours after the injury is sustained.

**AGE** means the attained age as of the Insured Person's last birthday.

**AMBULANCE** means a specially equipped vehicle, licensed and used to transport the sick or injured.

**AMBULATORY SURGICAL CENTER** means a facility which meets these tests:

- (a) Its primary purpose is to provide surgical care;
- (b) Patients are admitted to and discharged from this facility within the same 24-hour period;
- (c) It is not part of a Hospital;
- (d) It is not a facility for performing termination of pregnancy;
- (e) It is not an office maintained by a Physician for the practice of medicine or dentistry.

**CALENDAR YEAR** means the period from January 1st to December 31st.

**CARE** means medical treatment or attention received in an Emergency Room, Hospital, Urgent Care Center, or Physician's office. Such Care must be within 72 hours of the Accidental Injury. Care does not include any psychiatric treatment.

**CLOSED REDUCTION** means a manipulative repair of a Fracture.

**DEDUCTIBLE AMOUNT** means the dollar amount shown in the Policy Schedule which must be incurred under the Policy by an Insured Person each Calendar Year before benefits are payable under the Policy.

**DIAGNOSIS/DIAGNOSED** means a definitive Diagnosis made by a Physician, licensed and practicing in the United States or its territories and, where applicable, specializing in a particular field of medicine, which:

- (a) is based upon the use of diagnostic evaluations, clinical and/or laboratory investigations, tests and observations and where the results are documented in and supported by the Insured Person's medical records; and
- (b) meets all diagnostic requirements stated in the Policy for the particular Accident being Diagnosed.

**EMERGENCY ROOM** means a specified area within a Hospital that is designated for the emergency Care of Accidental Injuries. This area must:

- (a) be staffed and equipped to handle trauma;
- (b) be supervised and provide Care by a Physician; and
- (c) provide Care seven days per week, 24 hours per day.

**FRACTURE** means a break, rupture, or crack, in a bone that can be Diagnosed by X-ray. The fracture must be Diagnosed by a Physician within 14 days after the date of the Accidental Injury and must require correction by a Physician through either Open or Closed Reduction.

**HOSPITAL** means an institution that:

- (a) is operated pursuant to law and is licensed as a Hospital by the responsible state agency;
- (b) is primarily and continuously engaged in providing or operating, either on its premises or in facilities available to the Hospital on a prearranged basis and under the supervision of a staff of duly licensed Physicians, medical, diagnostic and major surgical facilities for the Care of sick or injured persons on an inpatient basis for which a charge is made; and
- (c) provides 24-hour nursing service by or under the supervision of registered graduate professional nurses (RNs).

Hospital does NOT mean or include:

- (a) convalescent, assisted living, extended care, hospice, rest or nursing facilities; or
- (b) facilities primarily affording custodial, educational or rehabilitative care; or facilities primarily for the aged or for substance abusers; or
- (c) a private monitored room.

**HOSPITAL CONFINEMENT** means an Insured Person confined to a bed in a Hospital for which a room charge is made. The Hospital Confinement must be on the advice of a Physician and medically necessary as a result of injuries sustained in an accident or for rehabilitory care for injuries sustained in an Accident.

**IMMEDIATE FAMILY MEMBER** means a person who is related to the Insured Person in any of the following ways: spouse; child (including a legally adopted child, stepchild, son-in-law, and daughter-in-law); parents, (includes stepparent, mother-in-law, and father-in-law); and brother or sister (including stepbrother, or stepsister, brother-in-law, and sister-in-law).

**INSURED** means the person named as "Insured" in the Policy Data (or the Insured Spouse, if one is indicated as an "Insured Person" in the Policy Data and such Insured Spouse becomes the Insured upon the death of the person named as "Insured" in the Policy Data).

**INSURED PERSON** means all persons who are indicated as an "Insured Person" in the Policy Data as being covered by the Policy.

**OPEN REDUCTION** means the surgical repair of a Fracture.

**PHYSICIAN** means a person who:

- (a) is a legally qualified-practitioner of the healing arts and is licensed in the United States or its territories;
- (b) practices within the scope of his or her license;
- (c) is not the Insured Person;
- (d) is not related to the Insured Person as a spouse, parent, child or sibling; and
- (e) does not customarily reside in the same household as the Insured Person.

**PRE-EXISTING CONDITION** means:

- (a) an existing condition or symptom that would cause an ordinarily prudent person to seek diagnosis, medical advice, Care, attention or treatment within the two (2) year period before the Effective Date; or
- (b) a condition or symptom for which medical advice, Care, attention or treatment was recommended by a Physician, or received from a Physician within the two (2) year period before the Effective Date.

**SICKNESS** means a disease, bodily infirmity, illness, infection or any other physical condition that affects the Insured Person, and is wholly independent of an Accident.

**SURGERY** means a surgical operation or procedure, especially one involving the repair or removal of an organ or tissue due to an Accidental Injury.

**UNITED STATES** means the 50 states, plus the District of Columbia, and includes Guam, the U.S. Virgin Islands and Puerto Rico.

**URGENT CARE CENTER** means a facility operated pursuant to law and licensed by the responsible state agency. Such center is dedicated to the delivery of unscheduled, walk-in care outside of a Hospital Emergency Room. The center must be under the supervision of a duly licensed Physician.

### **GUARANTEED RENEWABLE TO AGE 65 - SUBJECT TO CHANGE IN PREMIUM BY CLASS**

You may continue the coverage on an Insured Person provided by the Policy, until the Policy anniversary on or following the Insured's 65th birthday, subject to the Policy's Termination Provision by paying all premiums when they are due. A Grace Period of 31 days will be granted for each premium payment after the first. We will not add any restrictive riders or endorsements while the Policy is in force. We reserve the right to change the premium charged for the Policy. Any change in premium will be made on a class basis only, as We determine. No change in premium will become effective until 40 days after We deliver to You, or mail to Your last known address, a written notice of premium change.

### **TERMINATION**

Coverage for the Insured Person will terminate on the earlier of:

- (a) the date on which the Policy lapses or terminates; or
- (b) the Policy anniversary on or following the date the Insured reaches age 65.

The Policy will terminate on the earliest of:

- (a) the date on which the Policy lapses or terminates;
- (b) any premium due date requested by You in writing;
- (c) the end of the Grace Period following the due date for which a premium was not paid;
- (d) the death of the Insured; or
- (e) the Policy anniversary on or following the date the Insured reaches age 65.

### **OPTIONAL RIDERS**

**SPOUSE RIDER (OPTIONAL)**

### **BENEFITS**

The Rider benefits are the same as the Policy to which the Rider is attached.

**POLICY PROVISIONS APPLICABLE.** The Rider is subject to all the conditions and provisions of the Policy to which it is attached except as provided on the Rider.

## DEFINITIONS

The Definitions of the Policy to which this Rider is attached will be used, along with the terms defined below.

**DEDUCTIBLE AMOUNT** means the dollar amount shown in the Policy Schedule which must be incurred by an Insured Person each Calendar Year before benefits are payable unless the Family Deductible Amount has been satisfied.

**FAMILY DEDUCTIBLE AMOUNT** means two (2) times the Deductible Amount shown in the Policy Schedule. The Family Deductible Amount will be satisfied when the combined total of all dollar amounts allocated to the Deductible Amounts for the Insured Persons in a Calendar Year is equal to two (2) times the Deductible Amount shown on the Policy Schedule.

**Insured Person** includes the Insured Spouse covered under the Rider.

**Insured Spouse** means only the spouse designated by You.

## TERMINATION

Coverage for the Insured Spouse will terminate on the earlier of:

- (a) the date on which the Policy lapses or terminates;
- (b) the Policy anniversary on or following the date the Insured Spouse reaches age 65; or
- (c) the date the Insured's marriage to the Insured Spouse is terminated by a divorce decree.

The Rider will terminate on the earliest of:

- (a) the date on which the Policy lapses or terminates;
- (b) the date that the Insured Spouse becomes the Insured under the Continuation provision of the Rider;
- (c) any premium due date requested by You in writing;
- (d) the end of the Grace Period following the due date for which a premium for the Rider was not paid;
- (e) the date the Insured's marriage to the Insured Spouse is terminated by a divorce decree; or
- (f) the death of the Insured Spouse.

The termination of coverage on the Insured Spouse will not reduce Our liability for any claim originating prior to the termination of such coverage.

If the Policy and the Rider are in force and the Insured's marriage to the Insured Spouse is terminated by a divorce decree, the Insured Spouse may obtain a separate Accident policy. Coverage provided on any Insured Person by the Policy cannot be continued if the Insured Person is subsequently covered by a separate Accident policy issued by Us. Coverage on any Insured Person provided by the Policy ceases when coverage on such Insured Person becomes effective under a separate Accident policy issued by Us.

## CONTINUATION

If the Policy and the Rider are in force and the Insured dies, the Insured Spouse may continue the Policy by payment of the required premiums when they are due. The following conditions will apply:

- (a) the Insured Spouse will become the Insured under the Policy; and
- (b) the premiums will be based on the Insured Spouse's Age on the Effective Date of the Rider.

## CHILD RIDER (OPTIONAL)

### **BENEFITS**

The Rider benefits are the same as the Policy to which the Rider is attached.

**POLICY PROVISIONS APPLICABLE.** The Rider is subject to all the conditions and provisions of the Policy to which it is attached except as provided on the Rider.

### **DEFINITIONS**

The Definitions of the Policy to which this Rider is attached will be used, along with the terms defined below.

**DEDUCTIBLE AMOUNT** means the dollar amount shown in the Policy Schedule which must be incurred by an Insured Person each Calendar Year before benefits are payable unless the Family Deductible Amount has been satisfied.

**FAMILY DEDUCTIBLE AMOUNT** means two (2) times the Deductible Amount shown in the Policy Schedule. The Family Deductible Amount will be satisfied when the combined total of all dollar amounts allocated to the Deductible Amounts for the Insured Persons in a Calendar Year is equal to two (2) times the Deductible Amount shown on the Policy Schedule.

**Insured Child** means all of the Insured's biological children, legally adopted children, or stepchildren who are dependent on the Insured, and are:

- (a) named by You and are less than 26 years of Age on the Effective Date of the Rider;
- (b) born after the Effective Date of the Rider, and the Insured is named as parent on the child's birth certificate; or
- (c) legally adopted by the Insured after the Effective Date of the Rider and before the child's 26th birthday.

**Insured Person** includes an Insured Child covered under the Rider.

### **TERMINATION**

Coverage on any Insured Child will terminate on the earlier of:

- (a) the date on which the Policy lapses or terminates;
- (b) the premium due date following the Insured Child's 26th birthday; or
- (c) the Date of Issue of a separate policy, which is issued to the Insured Spouse and provides coverage on the Insured Child.

The Rider will terminate on the earliest of:

- (a) the date on which the Policy lapses or terminates;
- (b) any premium due date requested by You in writing; or
- (c) the end of the Grace Period following the due date for which a premium for the Rider was not paid.

The termination of an Insured Child's coverage will not reduce Our liability for any claim originating prior to the termination.

### **CONTINUATION**

The coverage provided on an Insured Child by the Rider may be continued, so long as the Insured Child is:

- (a) legally incapable of self-sustained employment due to mental or physical incapacity; and
- (b) dependent upon the Insured for support and maintenance.



