

SERFF Tracking Number: WSST-128300878 State: Arkansas
Filing Company: Western and Southern Life Insurance Company State Tracking Number:
Company Tracking Number: 1208-620
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other
Product Name: 2012 WSLIC ADB Riders/rp
Project Name/Number: 2012 WSLIC ADB Riders/rp/2012 WSLIC ADB Riders/rp

Filing at a Glance

Company: Western and Southern Life Insurance Company

Product Name: 2012 WSLIC ADB Riders/rp SERFF Tr Num: WSST-128300878 State: Arkansas

TOI: L08 Life - Other SERFF Status: Closed-Approved- State Tr Num:
Closed

Sub-TOI: L08.000 Life - Other Co Tr Num: 1208-620 State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Authors: Ramona Piercefield, Disposition Date: 05/02/2012

Kimberly Wright, Angelea

Underwood

Date Submitted: 04/27/2012

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: 2012 WSLIC ADB Riders/rp

Status of Filing in Domicile: Pending

Project Number: 2012 WSLIC ADB Riders/rp

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Ohio is our
domicile state.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 05/02/2012

State Status Changed: 05/02/2012

Deemer Date:

Created By: Ramona Piercefield

Submitted By: Ramona Piercefield

Corresponding Filing Tracking Number:

Filing Description:

The Western and Southern Life Insurance Company - 70483

1208-620, Accelerated Death Benefit Rider (Terminal Illness Whole Life)

557-1208, Accelerated Death Benefit Disclosure Form

1208-621, Accelerated Death Benefit Rider (Chronic or Terminal Illness Whole Life)

558-1208, Accelerated Death Benefit Disclosure Form

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Dear Reviewer:

This filing is being submitted on behalf of The Western and Southern Life Insurance Company.

Enclosed for your review and approval are two Accelerated Death Benefit Riders and the required Disclosure form. Each of the enclosed forms are new and intended to replace the rider forms identified in a chart attached as supporting documentation. The forms are being submitted concurrently for our other companies: Western-Southern Life Assurance Company and the Columbus Life Insurance Company, so that we can manage and implement any state variations more effectively across companies.

1208-620, an Accelerated Death Benefit Rider, is automatically included for all issue ages for Whole Life Plans. The maximum advance is the lesser of \$250,000 or 60% of the difference between the basic policy death benefit and the net loan value. The minimum advance amount is \$5,000. The rider is available for policies with basic face amount of at least \$10,000. The owner must furnish medical proof that the Insured has a terminal illness and is not expected to live for more than twelve months. The advance may be made as frequently as monthly, but all advances must be within twelve months of the first advance. This benefit is not available if the insured is required by law to elect it to meet the claims of creditors, or in order to apply, keep, or maintain a government benefit. There is no charge for this rider and it cannot be added after issue.

1208-621, an Accelerated Death Benefit Rider, allows the owner to elect to receive an advance on the Death Benefit under the policy upon the occurrence of either Chronic Illness or Terminal Illness by the Insured. The rider is available only for whole life policies with face amounts of at least \$25,000. The rider is available for issue ages up to 70. For issue ages older than 70, the rider is available for insureds who are rated standard or healthier. No more than one election can be made for each type of qualifying event, subject to the Maximum Lien Amount. In addition to our current underwriting practices, chronic illness underwriting guidelines will be used to determine eligibility. There is no charge for this rider and it cannot be added after issue.

Also enclosed for your review and approval are each of the required Disclosure forms. The table below lists the appropriate Disclosure form for each of the Riders.

Rider Form Required Disclosure Form

1208-620 557-1208

1208-621 558-1208

Please be advised that in the top left corner of each Disclosure Form is a space reserved for a Bar Code. This was done for filing purposes only to indicate where the bar code would be placed.

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Also enclosed as supporting documentation are sample copies of the riders' data page that will be attached to the policy at time of issue.

A chart is attached as supporting documentation that lists the forms that are being replaced and list the previously approved policies and applications that will be used with the Riders.

These Riders will be sold to individual purchasers of various life insurance products by licensed agents in your state. No part of this filing contains any unusual or possibly controversial items from normal company or industry standards. The enclosed forms have been submitted to Ohio, our domiciliary state, and are currently pending review and approval.

An actuarial memorandum describing these forms, that is dated and signed by a member of the American Academy of Actuaries, is enclosed. These forms have been scored for readability and the required Certification forms are enclosed.

All variable items have been denoted by red brackets and are subject to change as explained in the attached Statement of Variability. We certify that any change or modification to a variable item shall be administered in accordance with the enclosed Statement of Variability, including any requirements for prior approval of a change or modification.

These forms are submitted in final printed format and are subject to only minor modification in paper size and stock, ink, border, formatting in the form of a booklet, and formatting pages to conform to our printer requirements.

Please do not hesitate to contact us with any questions or concerns. Thank you for your assistance with this filing. We look forward to your review and approval.

Sincerely,

Ramona Piercefield
Insurance Compliance Analyst
Insurance Compliance
1-800-446-0795 (1873)
State Narrative:

Company and Contact

Filing Contact Information

Ramona Piercefield, Product & State Filing Analyst
400 Broadway
Ramona.Piercefield@wslife.com
800-446-0795 [Phone] 1873 [Ext]

SERFF Tracking Number: W SST-128300878 State: Arkansas
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 Product Name: 2012 WSLIC ADB Riders/rp
 Project Name/Number: 2012 WSLIC ADB Riders/rp/2012 WSLIC ADB Riders/rp
 Cincinnati, OH 45202 513-357-4123 [FAX]

Filing Company Information

Western and Southern Life Insurance Company CoCode: 70483 State of Domicile: Ohio
 400 Broadway Group Code: 836 Company Type: Life & Health
 Cincinnati, OH 45202 Group Name: West-Southern State ID Number:
 Group
 (800) 446-0795 ext. [Phone] FEIN Number: 31-0487145

Filing Fees

Fee Required? Yes
 Fee Amount: \$200.00
 Retaliatory? Yes
 Fee Explanation: \$50.00 per form x 4= \$200
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Western and Southern Life Insurance Company	\$200.00	04/27/2012	58675512

SERFF Tracking Number: WSST-128300878 State: Arkansas
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/02/2012	05/02/2012

SERFF Tracking Number: *WSST-128300878* *State:* *Arkansas*
Filing Company: *Western and Southern Life Insurance Company* *State Tracking Number:*
Company Tracking Number: *1208-620*
TOI: *L08 Life - Other* *Sub-TOI:* *L08.000 Life - Other*
Product Name: *2012 WSLIC ADB Riders/rp*
Project Name/Number: *2012 WSLIC ADB Riders/rp/2012 WSLIC ADB Riders/rp*

Disposition

Disposition Date: 05/02/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	WSLIC Data Pages		Yes
Supporting Document	Statements of Variability		Yes
Supporting Document	Chart of Previously Approved Policies Used with the Riders		Yes
Supporting Document	Actuarial Memorandums		No
Form	Accelerated Death Benefit Rider		Yes
Form	Accelerated Death Benefit Rider		Yes
Form	Accelerated Death Benefit Rider		Yes
	Diclosures		
Form	Accelerated Death Benefit Rider Diclosures		Yes

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Form Schedule

Lead Form Number: 1208-620

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	1208-620	Policy/Cont	Accelerated Death ract/Fratern Benefit Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		51.000	1208-620.pdf
	1208-621	Policy/Cont	Accelerated Death ract/Fratern Benefit Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		55.000	1208-621.pdf
	557-1208	Other	Accelerated Death Benefit Rider Diclosures	Initial		52.000	557-1208.pdf
	558-1208	Other	Accelerated Death Benefit Rider Diclosures	Initial		58.000	558-1208.pdf

The Western and Southern Life Insurance Company

Accelerated Death Benefit Rider

Accelerated Death Benefit

You may elect to receive an advance on the Death Benefit under the policy, when the Insured has been diagnosed as having a Terminal Illness as defined in this rider.

There is no cost for this rider prior to claim. We reserve the right to assess an administrative charge of not more than the Maximum Administrative Charge shown on the Data Page to process a claim under this rider.

Tax Consequences

ACCELERATED BENEFITS FROM THIS RIDER MAY QUALIFY FOR SPECIAL TAX STATUS. WE RECOMMEND THAT YOU CONTACT A TAX ADVISOR BEFORE REQUESTING AN ADVANCE UNDER THIS RIDER.

Minimum and Maximum Advance Amounts

The minimum and maximum advance amounts are shown on the Data Page. The amount of:

- (a) an advance; plus
- (b) lien interest to the next policy anniversary; plus
- (c) the lien amount outstanding on the date of the advance

may not exceed the Maximum Advance Amount shown on the Data Page.

In addition, no advance will be paid if payment would exceed a total advance amount equal to the cash value (or accumulation value, if applicable) less any surrender charges of all policies on the life of the Insured, plus \$250,000.

Payment of Advance Amount

You may request more than one advance subject to the minimum and maximum amounts. Advance payments may be made as frequently as monthly but all advance payments must be made within 12 months of the first advance payment. Advance payments will be paid in a lump sum to you or to any other payee you so designate. No advance payments will be made on or after the policy anniversary on which the Insured is the Maximum Advance Age shown on the Data Page.

Policy Lien

When an advance is paid under this rider, a lien is created against the policy. The lien is equal to the amount of advances made against the policy plus amounts added to the lien as described below.

If you do not pay lien interest when it is due, it will be added to the amount of the lien and will bear interest at the rate shown on the Data Page, subject to your right of repayment. You may repay any outstanding lien at any time before the Insured's death.

We will increase the lien, if necessary, to keep the policy in force. The lien will continue to exist against the policy until the lien is repaid or the policy ends, even if the lien amount exceeds the Maximum Advance Amount available under this rider.

If a premium remains unpaid at the end of the Grace Period, we will increase the lien by the amount of the premium with lien interest to the next policy anniversary even if such increase causes the lien amount to exceed the Maximum Advance Amount available under this rider.

Lien Interest

Lien interest is due and payable in advance on the date of an advance to the next policy anniversary and on each policy anniversary thereafter to the next policy anniversary. The Lien Interest Rate is shown on the Data Page.

Effect of Lien on Policy

An outstanding lien will have the following effect on the policy: the Death Benefit payable if the Insured dies while the policy is in force will be reduced by the amount of any outstanding lien.

A lien will not reduce the Face Amount or Cash Value of the policy.

We may deny your request to make any changes to the policy while there is an outstanding lien, including the right to elect a nonforfeiture option. We may deny your request to decrease the Face Amount under the policy after the date of the first advance payment.

Conditions for Making Advance

The payment of any advance under this rider is conditioned upon and subject to our receipt at the Home Office of all of the following:

- (1) your written request for an advance;
- (2) the written consent of any irrevocable beneficiary and any assignee;
- (3) your written designation of us as an assignee of policy proceeds equal to the amount of any outstanding lien, including interest;
- (4) medical evidence acceptable to us from a United States licensed physician other than the Owner, Insured or a member of their immediate families that:
 - (a) the Insured has been diagnosed as having a Terminal Illness; and
 - (b) such Terminal Illness was first diagnosed while the Insured was covered by the policy; and
 - (c) such Terminal Illness is expected to result in death within 12 months of the date such evidence is provided to us.

We may require a second opinion and examination of the Insured at our expense by a physician designated by us.

The accelerated death benefit under this rider will be made available to you on a voluntary basis only. Therefore:

- (1) If you are required by law to elect this benefit to meet the claims of creditors, whether in bankruptcy or otherwise, you are not eligible for this benefit;
- (2) If you are required by a government agency to elect this benefit in order to apply for, obtain, or keep a government benefit or entitlement, you are not eligible for this benefit.

Reinstatement

If the policy lapses and is reinstated, this rider will automatically be reinstated with the policy. Any lien that was outstanding at the time the policy lapsed will be reinstated with lien interest as if the policy had not lapsed.

When Effective

The Effective Date of this rider is shown on the Data Page.

Termination of Rider

This rider will terminate the date the policy terminates.

Other Provisions

Unless otherwise provided in your written election for an advance, the payee may not commute, anticipate, assign, alienate or otherwise encumber any payment under this rider.

We will not contest this rider after it has been in effect during the Insured's lifetime for two years from its Effective Date or, if this rider lapses because of the lapse of the policy and both are reinstated, two years from its reinstatement date. No statement will be used in contesting a request for an advance unless it is in an application or supplemental application attached to this rider or to the policy of which this rider is a part.

Any contest of a reinstated rider will be based only on material misstatements in the application for reinstatement, unless lapse and reinstatement occur during the first two policy years. If the policy is reinstated in the first two policy years, a contest may be based on material misstatements in both the application for reinstatement and the original application for the policy.

This rider is attached to and made a part of the policy. The terms and definitions of the basic policy apply to this rider except to the extent they are in conflict with its terms.

[
Secretary]

[
President and
Chief Executive Officer]

The Western and Southern Life Insurance Company

Accelerated Death Benefit Rider

Accelerated Death Benefit

You may elect to receive an advance on the Death Benefit under the policy upon the occurrence of any of the following qualifying events as experienced by the Insured: (1) Chronic Illness; or (2) Terminal Illness.

You may request more than one advance for each type of qualifying event. You may make no more than one election for each type of qualifying event.

No advance will be paid until 24 months after the Policy Date for the qualifying event of Chronic Illness, unless an Accidental Bodily Injury that occurs after the Policy Date causes the Chronic Illness.

There is no cost for this rider prior to claim. We reserve the right to assess an administrative charge of not more than the Maximum Administrative Charge shown on the Data Page to process a claim under this rider.

Tax Consequences

ACCELERATED BENEFITS FROM THIS RIDER MAY QUALIFY FOR SPECIAL TAX STATUS, IF, ACCORDING TO FEDERAL DEFINITIONS, THE INSURED QUALIFIES AS TERMINALLY ILL, OR QUALIFIES AS CHRONICALLY ILL. WE RECOMMEND THAT YOU CONTACT A TAX ADVISOR BEFORE REQUESTING AN ADVANCE UNDER THIS RIDER.

Minimum and Maximum Advance Amounts

The minimum and maximum advance amounts are shown on the Data Page. The amount of:

- (a) an advance; plus
- (b) lien interest to the next policy anniversary; plus
- (c) the lien amount outstanding on the date of the advance

may not exceed the Maximum Advance Amount shown on the Data Page.

In addition, no advance will be paid if payment would exceed a total advance amount equal to the cash value (or accumulation value, if applicable) less any surrender charges of all policies on the life of the Insured, plus \$250,000.

If more than one qualifying event occurs simultaneously, we will use the qualifying event with the highest Maximum Advance Amount to determine the available advance amount, unless you elect otherwise. Maximum advance amounts will not be additive regardless of the number of qualifying events that apply.

Payment of Advance Amount

Advance payments may be made as frequently as monthly but all advance payments must be made within 12 months of the first advance payment for Terminal Illness, or within 48 months of the first advance payment for Chronic Illness. Advance payments will be paid in a lump sum to you or to any other payee you so designate. No advance payments will be made on or after the policy anniversary on which the Insured is the Maximum Advance Age shown on the Data Page.

Policy Lien

When an advance is paid under this rider, a lien is created against the policy. The lien is equal to the amount of advances made against the policy plus amounts added to the lien as described below.

If you do not pay lien interest when it is due, it will be added to the amount of the lien and will bear interest at the rate shown on the Data Page, subject to your right of repayment. You may repay any outstanding lien at any time before the Insured's death.

We will increase the lien, if necessary, to keep the policy in force. The lien will continue to exist against the policy until the lien is repaid or the policy ends, even if the lien amount exceeds the Maximum Advance Amount available under this rider.

If a premium remains unpaid at the end of the Grace Period, we will increase the lien by the amount of the premium with lien interest to the next policy anniversary even if such increase causes the lien amount to exceed the Maximum Advance Amount available under this rider.

Lien Interest

Lien interest is due and payable in advance on the date of an advance to the next policy anniversary and on each policy anniversary thereafter to the next policy anniversary. The Lien Interest Rate is shown on the Data Page.

Effect of Lien on Policy

An outstanding lien will have the following effect on the policy: the Death Benefit payable if the Insured dies while the policy is in force will be reduced by the amount of any outstanding lien.

A lien will not reduce the Face Amount or Cash Value of the policy.

We may deny your request to make any changes to the policy while there is an outstanding lien, including the right to elect a nonforfeiture option. We may deny your request to decrease the Face Amount under the policy after the date of the first advance payment.

Conditions for Making Advance

The payment of any advance under this rider is conditioned upon and subject to our receipt at the Home Office of all of the following:

- (1) your written request for an advance;
- (2) the written consent of any irrevocable Beneficiary and any assignee;
- (3) your written designation of us as an assignee of policy proceeds equal to the amount of any outstanding lien, including lien interest;
- (4) medical evidence acceptable to us certifying that the Insured has suffered a qualifying event. Medical evidence for Chronic Illness must come from a Licensed Health Care Practitioner and for Terminal Illness from a United States licensed physician. The practitioner or physician cannot be the Owner, Insured or a member of their immediate families. Such medical evidence must specify that
 - (a) the Insured has been diagnosed as having a Chronic Illness or Terminal Illness; and
 - (b) such Chronic Illness or Terminal Illness was first diagnosed while the Insured was covered by the policy; and
 - (c) such Chronic Illness or Terminal Illness meets the criteria set forth in the **Definitions** section of this rider.

We may require a second opinion and examination of the Insured at our expense by a physician designated by us.

The accelerated death benefit under this rider will be made available to you on a voluntary basis only. Therefore:

- (1) If you are required by law to elect this benefit to meet the claims of creditors, whether in bankruptcy or otherwise, you are not eligible for this benefit.
- (2) If you are required by a government agency to elect this benefit in order to apply for, obtain, or keep a government benefit or entitlement, you are not eligible for this benefit.

Definitions

Qualifying Event Definitions

“Chronic Illness” means the Insured:

- (1) has been unable to perform (without substantial assistance from another individual) at least two Activities of Daily Living for a period of at least 90 days due to a loss of functional capacity; or
- (2) requires Substantial Supervision to protect himself/herself from threats to health and safety due to Severe Cognitive Impairment.

“Terminal Illness” means an illness that is expected to result in death within 12 months of the date the medical evidence is provided to us.

Medical Terminology Definitions

“Accidental Bodily Injury” means a sudden, unexpected, unusual, specific and abrupt bodily trauma that occurs by chance, independently of all other causes, and not as a result of the intentional acts of the Insured. An injury caused by, resulting from, or contributed to by a Sickness or the intentional act of the Insured, including commission of an assault or felony, is not an accident. Sickness means a mental illness or infirmity, disease, or pregnancy.

“Activities of Daily Living” refers to eating, toileting, transferring (moving in or out of a bed or chair), bathing, dressing and continence.

“Licensed Health Care Practitioner” means any physician (as defined in section 1861(r)(1) of the federal Social Security Act) and any registered professional nurse, licensed social worker or other individual who meets such requirements as may be prescribed by the federal Secretary of Health and Human Services, or as defined in the federal Health Insurance Portability and Accountability Act or any successor law or any regulation promulgated thereunder. The Licensed Health Care Practitioner must be acting within the scope of his or her United States license in the state of licensure when providing covered services or performing actions required by the contract. A Licensed Health Care Practitioner means a person, other than the Insured or Owner, a member of the Insured’s or Owner’s immediate family, or business associate of the Insured or Owner, who is duly licensed and practicing medicine in the United States, who is legally qualified to diagnose and treat sickness and injuries, has examined you, and is providing services within the scope of his or her license.

“Severe Cognitive Impairment” means a loss or deterioration in intellectual capacity that includes Alzheimer’s disease and similar forms of irreversible dementia, and is reported in good faith by clinical evidence and standardized tests that measure impairment in (1) short- or long-term memory, (2) orientation to people, places or time, and (3) deductive or abstract reasoning.

“Substantial Supervision” means continual, 24-hour supervision by another person that is necessary to protect severely cognitively-impaired individuals against threats to their health or safety.

Reinstatement

If the policy lapses and is reinstated, this rider will automatically be reinstated with the policy. Any lien that was outstanding at the time the policy lapsed will be reinstated with lien interest as if the policy had not lapsed.

When Effective

The Effective Date of this rider is shown on the Data Page.

Termination of Rider

This rider will terminate the date the policy terminates.

Other Provisions

Unless otherwise provided in your written election for an advance, the payee may not commute, anticipate, assign, alienate or otherwise encumber any payment under this rider.

We will not contest this rider after it has been in effect during the Insured's lifetime for two years from its Effective Date or, if this rider lapses because of the lapse of the policy and both are reinstated, two years from its reinstatement date. No statement will be used in contesting a request for an advance unless it is in an application or supplemental application attached to this rider or to the policy of which this rider is a part.

Any contest of a reinstated rider will be based only on material misstatements in the application for reinstatement, unless lapse and reinstatement occur during the first two policy years. If the policy is reinstated in the first two policy years, a contest may be based on material misstatements in both the application for reinstatement and the original application for the policy.

This rider is attached to and made a part of the policy. The terms and definitions of the basic policy apply to this rider except to the extent they are in conflict with its terms.


SECRETARY
Secretary


PRESIDENT AND
Chief Executive Officer



Western & Southern Life

A member of Western & Southern Financial Group

The Western and Southern Life Insurance Company

400 Broadway, Cincinnati OH, 45202

WHOLE LIFE PLANS

(Use form 569-1208 for

Single Premium Life Plans)

Terminal Illness

Accelerated Death Benefit Rider Disclosure

The Accelerated Death Benefit Rider gives the owner the right to receive an accelerated payment of a portion of the death benefit in the form of an advance when the Insured has been diagnosed as having a Terminal Illness.

ACCELERATING CONDITION

“Terminal Illness” means an illness that is expected to result in death within 12 months of the date the medical evidence is provided to us. An advance for Terminal Illness will not be paid unless it has been first diagnosed while the Insured is covered by the policy.

RIDER CHARGES

There is no charge for this rider, but interest will be charged on the amount of the advance. Also, we reserve the right to assess an administrative fee of not more than \$150 to process a claim.

IMPACT ON POLICY VALUES

When an advance is paid, a lien is created against the policy. We will increase the lien, if necessary, to keep the policy in force. If a premium remains unpaid at the end of the grace period, we will increase the lien by the amount of the premium with lien interest to the next policy anniversary. If you do not pay lien interest when it is due, it will be added to the amount of the lien and will bear an annual interest rate of 8% (7.4% in advance). The lien will continue to exist against the policy until it is repaid or the policy terminates.

Unless the lien is repaid before the Insured’s death, the death benefit will be reduced by any outstanding lien, including interest.

A lien will not reduce the face amount or cash value of a policy.

TAX CONSEQUENCES

Receipt of Accelerated Benefit payments may adversely affect the recipient’s eligibility for Medicaid or other government benefits or entitlements. They may also be considered taxable by the Internal Revenue Service. You should contact your personal tax advisor for assistance.

ACKNOWLEDGEMENTS

A. Complete this section at time of application.

I acknowledge that I received, read and understand the Accelerated Death Benefit Rider Disclosure provided in connection with my application for a life insurance policy with The Western and Southern Life Insurance Company.

Signature of Applicant/Proposed Owner

Date

Signature of Agent

Date

B. Complete this section when requesting a claim for accelerated benefits.

I acknowledge that I received, read and understand the Accelerated Death Benefit Rider Disclosure provided and consent to payment of the benefit described in the Accelerated Death Benefit Rider form provided with my policy.

Name of Insured

Policy Number

Signature of Owner

Date

Signature of Irrevocable Beneficiary

Date

Signature of Agent

Date

[Bar Code]



The Western and Southern Life Insurance Company
400 Broadway, Cincinnati OH, 45202

WHOLE LIFE PLANS
(Use form 570-1208 for
Single Premium Life Plans)
Chronic and Terminal Illness
Accelerated Death Benefit Rider Disclosure

The Accelerated Death Benefit Rider gives the owner the right to receive an accelerated payment of a portion of the death benefit in the form of an advance when the insured has experienced either of the following qualifying events: (1) Chronic Illness; or (2) Terminal Illness.

ACCELERATING CONDITION

“Chronic Illness” meaning the insured has been unable to perform (without substantial assistance from another individual) at least two activities of daily living for a period of at least 90 days due to a loss of functional capacity or requires substantial supervision to protect themselves from threats to health and safety due to severe cognitive impairment. An advance for Chronic Illness will not be paid until 24 months after the policy date unless it results from an accidental bodily injury that occurred after the policy date. An advance for Chronic Illness will not be paid unless it has been first diagnosed while the Insured is covered by the policy.

“Terminal Illness” meaning an illness that is expected to result in death within 12 months of the date the medical evidence is provided to us. An advance for Terminal Illness will not be paid unless it has been first diagnosed while the Insured is covered by the policy.

RIDER CHARGES

There is no charge for this rider, but interest will be charged on the amount of the advance. Also, we reserve the right to assess an administrative fee of not more than \$150 to process a claim.

IMPACT ON POLICY VALUES

When an advance is paid, a lien is created against the policy. We will increase the lien, if necessary, to keep the policy in force. If a premium remains unpaid at the end of the grace period, we will increase the lien by the amount of the premium with lien interest to the next policy anniversary. If you do not pay lien interest when it is due, it will be added to the amount of the lien and will bear an annual interest rate of 8% (7.4% in advance). The lien will continue to exist against the policy until it is repaid or the policy terminates.

Unless the lien is repaid before the Insured’s death, the death benefit payable will be reduced by the amount of any outstanding lien, including interest.

A lien will not reduce the face amount or cash value of a policy.

TAX CONSEQUENCES

Receipt of Accelerated Benefit payments may adversely affect the recipient’s eligibility for Medicaid or other government benefits or entitlements. They may also be considered taxable by the Internal Revenue Service. You should contact your personal tax advisor for assistance.

ACKNOWLEDGEMENTS

A. Complete this section at time of application.

I acknowledge that I received, read and understand the Accelerated Death Benefit Rider Disclosure provided in connection with my application for a life insurance policy with The Western and Southern Life Insurance Company.

Signature of Applicant/Proposed Owner

Date

Signature of Agent

Date

B. Complete this section when requesting a claim for accelerated benefits.

I acknowledge that I have received, read and understand the Accelerated Death Benefit Rider Disclosure provided and consent to payment of the benefit described in the Accelerated Death Benefit Rider form provided with my policy.

Name of Insured

Policy Number

Signature of Owner

Date

Signature of Irrevocable Beneficiary

Date

Signature of Agent

Date

SERFF Tracking Number: WSSST-128300878 State: Arkansas
 Filing Company: Western and Southern Life Insurance Company State Tracking Number:
 Company Tracking Number: 1208-620
 TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other
 Product Name: 2012 WSLIC ADB Riders/rp
 Project Name/Number: 2012 WSLIC ADB Riders/rp/2012 WSLIC ADB Riders/rp

Supporting Document Schedules

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

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments:		
Attachment: WSLIC AR Apps.pdf		

	Item Status:	Status Date:
Satisfied - Item: WSLIC Data Pages		
Comments:		
Attachments: 0506-100-ADBR-Terminal Illness WL-620.pdf 0506-100-ADBR-Plus Rider WL-621.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statements of Variability		
Comments:		
Attachments: WSLIC SOV Riders.pdf WSLIC SOV Disclosures.pdf		

	Item Status:	Status Date:

SERFF Tracking Number: WSST-128300878 State: Arkansas
Filing Company: Western and Southern Life Insurance Company State Tracking Number:
Company Tracking Number: 1208-620
TOI: L08 Life - Other Sub-TOI: L08.000 Life - Other
Product Name: 2012 WSLIC ADB Riders/rp
Project Name/Number: 2012 WSLIC ADB Riders/rp/2012 WSLIC ADB Riders/rp
Satisfied - Item: Chart of Previously Approved
Policies Used with the Riders

Comments:

will

Attachment:

WSLIC ADBR Charts.pdf

Item Status:

Status

Date:

Satisfied - Item: Actuarial Memorandums

Comments:

Attachments:

ActMemo - 1208-620 WL Terminal Illness.pdf

ActMemo - WL Plus 1208-621.pdf

The Western and Southern Life Insurance Company

NAIC CODE # 70483

CERTIFICATION

I, Lori Rochford, an officer of The Western and Southern Life Insurance Company hereby certify that the following forms have the following readability scores as calculated by the Flesch Reading Ease Test and that these forms meet the reading ease requirements of your state Statutes and Regulations.

Form Numbers	Readability Score
1208-620, Accelerated Death Benefit Rider (WL Terminal Illness)	51
1208-621, Accelerated Death Benefit Rider (WL Plus rider) Flesched with 0506-100 Whole Life Policy	55
557-1208, Accelerated Death Benefit Disclosure (WL Terminal Illness) Flesched with 1208-620, Accelerated Death Benefit Rider (WL Terminal Illness)	52
558-1208, Accelerated Death Benefit Disclosure (WL Plus rider) Flesched with 0506-100 Whole Life Policy	58



Lori Rochford
Assistant Vice President, Insurance Compliance

Date: 3/19/2012

The Application intended to be used to apply for these Riders is listed below.

The Western and Southern Life Insurance Company

Form Number

DO-11-0103, Application for Life Insurance
DO-11-AR-9707, Application for Insurance
DO-11-CRC-AR-0006, Application for Insurance
DO-11-DR-AR-9707, Application for Insurance
DO-11-SM-0403, Application for Life Insurance

Approval Date

2/23/2001
10/29/1997
8/31/2000
10/29/1997
1/22/2004

State Filing Number

Not available
Not available
Not available
Not available
Not available

Data Page (continued)

Accelerated Death Benefit Rider

Maximum Advance Age: [120]

Minimum Advance Amount: [\$5,000]

Maximum Advance Amount: [The Maximum Advance Amount is equal to the lesser of:

- (i) [\$250,000] or
- (ii) [60%] of the difference between the base policy Death Benefit and the net loan value as defined in the policy.]

The above values are calculated as of the date of the first advance.

Maximum Administrative Charge: [\$150]

Lien Interest Rate: [8% (7.4% in advance) per year]

Data Page (continued)

Accelerated Death Benefit Rider

Maximum Advance Age: [120]

Minimum Advance Amount: [\$5,000]

Maximum Advance Amount: [The Maximum Advance Amount under this rider is equal to:

(1) for Chronic Illness, the lesser of

(i) [\$250,000] or

(ii) [40%] of the difference between the base policy Death Benefit and the net loan value as defined in the policy; or

(2) for Terminal Illness, the lesser of

(i) [\$250,000] or

(ii) [60%] of the difference between the base policy Death Benefit and the net loan value as defined in the policy.]

The above values are calculated as of the date of the first advance.

Maximum Administrative Charge: [\$150]

Lien Interest Rate: [8% (7.4% in advance) per year]

Statement of Variability

(April 11, 2012)

This Statement of Variability applies to the following forms:

The Western and Southern Life Insurance Company

1208-620, Accelerated Death Benefit Rider (Terminal Illness Whole Life)

0506-100, Data Page

0506-100-U, Data Page

0506-108, Data Page

0506-320, Data Page

0506-320-U, Data Page

1103-108-U, Data Page

0801-220, Data Page

1208-621, Accelerated Death Benefit Rider (Chronic or Terminal Illness Whole Life)

0506-100, Data Page

0506-100-U, Data Page

0506-108, Data Page

0506-320, Data Page

0506-320-U, Data Page

1103-108-U, Data Page

The variable information is identified by brackets and may change as indicated below.

Accelerated Death Benefit Riders

Company Officer Signatures: This will change if the relevant individuals or titles should change in the future.

Accelerated Death Benefit Rider Data Page and Policy Schedule

Insured: Name of Insured

Age of Insured: Age of Insured

Effective Date: Effective Date of the Rider

Maximum Advance Age: Varies by Policy Form to which this rider is attached and is based on maximum age of the policy. Maximum range of variation is 95 to 120.

Minimum Advance Amount: The minimum amount that can be advanced under the terms of the Rider. Maximum range of variation: \$1,000 to \$10,000

Maximum Advance Amount:

A description of the maximum amount of the death benefit advanced if the Insured meets the requirements of any of the qualifying events according to the Rider terms.

For Specified Medical Condition, the Maximum Advance Amount is the lesser of:

i: - Maximum Range of Variation: \$25,000 to \$500,000

ii: - Maximum Range of Variation: 10.00% to 80.00%

For Terminal Illness, the Maximum Advance Amount is the lesser of:

i: - Maximum Range of Variation: \$25,000 to \$500,000

ii: - Maximum Range of Variation: 10.00% to 80.00%

For Chronic Illness, the Maximum Advance Amount is the lesser of:

i: - Maximum Range of Variation: \$25,000 to \$500,000

ii: - Maximum Range of Variation: 10.00% to 80.00%

It is expected that the Chronic Illness advance maximum and advance percentage will be less than that for the Terminal Illness event and specified medical condition advance maximum and advance percentage will be less than that for the Chronic Illness and Terminal Illness events. The range in variability allows maximum flexibility in setting these values.

Maximum Administrative Charge: The purpose of the administrative charge is to cover the cost of administering a separate loan. Maximum range of variation: \$50 to \$300

Lien Interest Rates: The interest rate charged on the lien used to advance the death benefit. Maximum range of variation: 2.00% to 8.00%.

Statement of Variability

(April 11, 2012)

This Statement of Variability applies to the following forms:

The Western and Southern Life Insurance Company

1208-620, Accelerated Death Benefit Rider (Terminal Illness Whole Life)

0506-100, Data Page

0506-100-U, Data Page

0506-108, Data Page

0506-320, Data Page

0506-320-U, Data Page

1103-108-U, Data Page

0801-220, Data Page

1208-621, Accelerated Death Benefit Rider (Chronic or Terminal Illness Whole Life)

0506-100, Data Page

0506-100-U, Data Page

0506-108, Data Page

0506-320, Data Page

0506-320-U, Data Page

1103-108-U, Data Page

The variable information is identified by brackets and may change as indicated below.

Accelerated Death Benefit Riders

Company Officer Signatures: This will change if the relevant individuals or titles should change in the future.

Accelerated Death Benefit Rider Data Page and Policy Schedule

Insured: Name of Insured

Age of Insured: Age of Insured

Effective Date: Effective Date of the Rider

Maximum Advance Age: Varies by Policy Form to which this rider is attached and is based on maximum age of the policy. Maximum range of variation is 95 to 120.

Minimum Advance Amount: The minimum amount that can be advanced under the terms of the Rider. Maximum range of variation: \$1,000 to \$10,000

Maximum Advance Amount:

A description of the maximum amount of the death benefit advanced if the Insured meets the requirements of any of the qualifying events according to the Rider terms.

For Specified Medical Condition, the Maximum Advance Amount is the lesser of:

i: - Maximum Range of Variation: \$25,000 to \$500,000

ii: - Maximum Range of Variation: 10.00% to 80.00%

For Terminal Illness, the Maximum Advance Amount is the lesser of:

i: - Maximum Range of Variation: \$25,000 to \$500,000

ii: - Maximum Range of Variation: 10.00% to 80.00%

For Chronic Illness, the Maximum Advance Amount is the lesser of:

i: - Maximum Range of Variation: \$25,000 to \$500,000

ii: - Maximum Range of Variation: 10.00% to 80.00%

It is expected that the Chronic Illness advance maximum and advance percentage will be less than that for the Terminal Illness event and specified medical condition advance maximum and advance percentage will be less than that for the Chronic Illness and Terminal Illness events. The range in variability allows maximum flexibility in setting these values.

Maximum Administrative Charge: The purpose of the administrative charge is to cover the cost of administering a separate loan. Maximum range of variation: \$50 to \$300

Lien Interest Rates: The interest rate charged on the lien used to advance the death benefit. Maximum range of variation: 2.00% to 8.00%.

The table below lists the forms that are being replaced and lists the previously approved policies that will be used with the Riders.

The Western and Southern Life Insurance Company					
Accelerated Death Benefit Rider	Related Data or Schedule Page	Replaces Approved Rider	Approval Date & Dept. File No. (I&L)	Previously Approved Policy	Approval Date & Dept. File No. (D&G)
1208-620	0506-100 AR 0506-100-U AR 0506-108 AR 0506-320 AR 0506-320-U AR 0801-220 AR 1103-108-U AR	0010-620	7/24/2000; N/A	0506-100 AR 0506-100-U AR 0506-108 AR 0506-320 AR 0506-320-U AR 0801-220 AR 1103-108-U AR	2/16/2005; 28628 2/16/2005; 28629 2/16/2005; 28630 2/16/2005; 28631 2/16/2005; 28632 11/28/2007; 37215 12/9/2010; 47442
1208-621	0506-100 AR 0506-100-U AR 0506-108 AR 0506-320 AR 0506-320-U AR 1103-108-U AR	1103-621	11/4/2010; 47179	0506-100 AR 0506-100-U AR 0506-108 AR 0506-320 AR 0506-320-U AR 1103-108-U AR	2/16/2005; 28628 2/16/2005; 28629 2/16/2005; 28630 2/16/2005; 28631 2/16/2005; 28632 12/9/2010; 47442