

# Final Expense Sample Policy

The following is a sample policy, not a promise to issue coverage.

### **Important Notes:**

You cannot buy this policy directly from American Amicable.

This policy is sold only via licensed American Amicable agencies.

To apply, call us at @ 1-800-644-2926

Sponsored By: American-Amicable Life Insurance Company of Texas 425 Austin Ave. Waco, TX 76701

### **START SAVING TODAY!**

To help you and your family manage your health care costs, we offer you the ScriptSave® Prescription Savings Card. The card provides instant savings at the register on brand name and generic prescriptions for the entire family—including pets. There are no limits on how many times you may use the card, it never expires. Your card is active now and ready to be used right away.

#### IT'S COMPLIMENTARY.

No enrollment or membership fees.

#### **EASY-TO-USE.**

Simply present this savings card at any participating pharmacy when filling or refilling a prescription.

#### **REAL SAVINGS.**

With the Best Price Advantage, you will always pay the lowest available price for medications. Seniors can save on prescriptions that are excluded from Medicare Part D.

#### **SAVE ON OTHER SERVICES TOO.**

Enjoy discounts on a variety of other services. To find out which services are available, visit scriptsave.com and log in with the group number shown on your card.



American-Amicable Life
Insurance Company of Texas



### American-Amicable Life Insurance Company of Texas

P.O. Box 2549 / Waco, Texas 76702-2549 254-297-2777 / 1-800-736-7311

Visit us at www.americanamicable.com
E-mail address pos@americanamicable.com

#### Dear Policy Owner:

The policy you recently applied for is now enclosed and we wish to congratulate you on being able to secure one of the very best insurance contracts issued by any company. By the acquisition of this contract, you have added a definite sum to your estate, which cannot be taken away from you so long as your premium payments are regularly made. In accepting these payments, the American-Amicable Life Insurance Company of Texas, your company, becomes the guardian of your insurance interests -- a trust which we assure you the Company will always endeavor to merit.

We stand ready at all times to render any service we are able to give and shall be glad to hear from you concerning any matter affecting your insurance. We want you to know and feel that you, as one of our policy owners, are a part of the Company and that we each have a common interest -- the Protection of your Dependents and future Security for YOURSELF.

You can check key information about your policy by visiting our web site, www.americanamicable.com. The site enables you to contact us by e-mail and offers general information about our company which may be useful when requesting forms or updating your policy.

We keep the information you provide confidential, and use it ourselves only in connection with matters involving your insurance and the services we provide. By "ourselves", we mean only employees of the company and insurance agents contracted with us. We do not release any non-public information about you to any non-affiliated third parties.

This includes any and all information you provide when applying for a policy. That information is not disclosed to anyone other than those authorized by you in your application, and then only to the extent necessary for underwriting and issuing your policy. All of that information is kept confidential with physical, electronic and procedural safeguards. In addition, when you are using our web site, you can do so with confidence that we do not track your use of it in any way, or collect any information that you do not intentionally send to us.

We appreciate this opportunity to serve your insurance needs.

Sincerely Yours.

Joe Dunlap President

P.S. If this policy has been delivered to you by mail, please sign and return the enclosed policy receipt. A self-addressed envelope is enclosed for your convenience.

ASSURANCE ET SERVICES FINANCIERS INC.

INSURANCE AND FINANCIAL SERVICES INC

#### PRIVACY POLICY FOR THE INDUSTRIAL ALLIANCE GROUP-US OPERATIONS

The Industrial Alliance Group-U.S. Operations is composed of Industrial Alliance Insurance and Financial Services Inc.'s U.S. Branch and Industrial Alliance Insurance and Financial Services Inc.'s subsidiaries, including but not limited to IA American Life Insurance Company, American-Amicable Life Insurance Company of Texas, Occidental Life Insurance Company of North Carolina, Pioneer American Insurance Company, Pioneer Security Life Insurance Company and Industrial Alliance Portfolio Management (U.S.) LLC ("we/us"). Together, we are committed to protecting our clients', employees' and representatives' ("you/your") privacy, and to ensuring the confidentiality of the personal information provided to us in the course of our business.

Our Privacy Policy sets out our standards for collecting, using, disclosing and storing your personal information. Our Privacy Policy also explains how we safeguard your personal information and your right to access that information.

**PERSONAL INFORMATION:** Personal Information is any information about an individual that identifies him or her, such as financial, lifestyle or health information, but not their name, title or business address, telephone or email.

Personal information has to be protected regardless of its characteristics or its form, whether written, graphic, audio, visual, computerized or any other form.

<u>PURPOSE OF INFORMATION COLLECTION</u>: Collecting information about you is necessary in order for us to provide you with high quality services. The nature and sensitivity of the information we collect about you varies according to the services we provide you and to legal requirements imposed on us (such as your social security number, where investment income is generated by a chosen product).

The purposes for which we collect personal information about you are identified at or before the time of collection. For example, information may be collected while submitting an application or a claim.

Purposes for collecting information generally include; providing products or services requested, confirming your identity, protecting against fraud, or dealing with matters concerning the relationship between us.

Any questions and concerns you may have regarding the purposes for collecting information may be directed to us at the address provided below.

**CONSENT:** When we collect personal information from you, we obtain your consent to use the information for the purposes collected. We will obtain your consent for any additional use or collection, or if the purpose of using the information is changed.

We generally seek your express written consent in order to collect, use or disclose personal information. Where appropriate, for less sensitive information, we may accept your verbal consent. Occasionally, we may imply consent where we can infer consent from your action or inaction.

Consent must be given by you or your authorized representative such as an attorney, legal guardian or a person having power of attorney.

You may withdraw your consent at any time, subject to legal or contractual restrictions (for example, your right to withdraw consent is necessarily limited where we need information to extend a loan against the value of a policy issued by us). We will inform you of the consequences of such withdrawal, including the possibility that we may not be able to provide a product or process a request. If you choose not to consent, we will record the decision in our file.

In limited circumstances, we have the right (or obligation) to collect, use or disclose personal information without your knowledge and consent. This occurs when legal, medical, or security reasons may make it impossible or impractical to seek consent. When information is being collected for the investigation of a potential breach of contract, possible money laundering, the prevention or detection of fraud, or for law enforcement purposes, seeking consent might defeat the purpose of the information collection. Similarly, seeking consent may be impossible or inappropriate when you are a minor, seriously ill or otherwise incapacitated.

LIMITS TO COLLECTION, USE AND DISCLOSURE: We limit the collection of your personal information to what we need in relation to the purposes identified to you.

We collect the information directly from you unless you allow us to collect information from a third party or in accordance with the law.

We limit the use of your personal information to the purposes we have identified to you. This means that we cannot use your personal information for other purposes without your consent, except as permitted or required by law.

We cannot disclose your personal information to anyone except with your consent or as permitted or required by law.

Your personal information is only accessible to certain authorized persons, and only to the extent necessary to perform their duties.

You have the right to know, on request, to whom the information was disclosed. Only in rare instances are we prevented by law from honoring such a request. We maintain accurate records, recording to whom we disclose personal information and in what circumstances it was disclosed.

We will occasionally share your personal information with service providers or agents to ensure the proper administration of products, or to provide you with the services you require. These

service providers or agents must agree to comply with privacy legislation before receiving any personal information.

Any questions concerning the collection, transfer or use of personal information can be forwarded to the Privacy Officer at the address provided below.

**RETENTION:** We only retain your personal information for as long as needed for the purpose it was collected. We must destroy this information in accordance with the law and our record retention guidelines. When we destroy your personal information, we make sure that confidentiality is secured and that no unauthorized person can access the information during the destruction process.

<u>CLIENT LIST</u>: The Company does not disclose an <u>individual</u>'s personal information to any non-affiliated third party except as authorized by that <u>individual</u>. We may disclose personal information to one of our affiliated companies within the <u>Industrial Alliance Group</u> with the individual's written permission, or to process a transaction, such as a claim, or otherwise as permitted by law. The Company does not sell client lists to third parties.

**ACCURACY:** We make every possible effort to ensure that your personal information is as accurate and complete as necessary for the purposes it is collected, used, or disclosed.

**ACCOUNTABILITY:** We are responsible for your personal information in our possession or control, including information that may be transferred by us to third parties for processing. We require such third parties to keep personal information under strict standards of privacy and protection.

We adhere to legislated and self-imposed rules, aimed to safeguard your privacy. The rules are established by this Privacy Policy, the Company's privacy compliance program, the Code of Business Conduct (applicable to directors, officers and employees), and the Compliance Guidelines For Our Producers In Today's Market Place (applicable to agents and brokers) as well as insurance industry guidelines and applicable law.

Our staff is trained on these processes and procedures and is provided with information about privacy laws.

**SAFEGUARDS:** We have implemented and continue to implement rigorous safeguards so that your personal information remains strictly confidential and is protected against loss or theft, as well as unauthorized access, disclosure, copying, use, or modification.

Protection methods include organizational measures such as requiring security clearances and limiting access to a "need-to-know" basis, physical measures (e.g. building access cards for employees, visitor registration and identification cards, off-site backups and archiving), and technological measures such as the use of password and encryption (e.g. the use of routinely changing passwords, firewalls and segmented operator access).

**REQUEST FOR ACCESS TO INFORMATION AND AMENDMENTS:** You have the right to be informed whether we hold personal information about you and to see that information. You also have the right to enquire as to how we collected your information, how we used it and to whom it may have been disclosed.

This information will be provided to you within a reasonable time from the date we receive your written request. We may charge a reasonable fee for processing your request.

In certain limited and specific circumstances, we may refuse to provide to you the requested information. Exceptions to your access right can include information that contains references to other individuals, information that cannot be disclosed for legal, security or commercial proprietary reasons, information that has been obtained in the course of an investigation of a potential breach of contract, money laundering or fraud, and information that is subject to attorney-client or litination privilege.

In cases where we hold medical information about you, we may refuse to provide you with direct access to this information and may instead request that a health care professional be designated to provide the information to you.

You may challenge the accuracy and completeness of your personal information. We will respond to an amendment request within a reasonable time.

Any request for access to information or request for amendment must be sent to the following address:

Privacy Officer
IA American Life Insurance Company
425 Austin Avenue / Waco, Texas 76702

<u>COMPLAINTS AND CONCERNS</u>: Our employees and representatives are trained to respond to your questions or concerns about personal information. Should you be unsatisfied with our employee's or representative's response, you may contact the Privacy Officer at the address

A complaint concerning the protection of personal information should be addressed to the Privacy Officer at the address provided above.

#### **NEW MEXICO RESIDENTS ONLY**

**CONFIDENTIALITY OF ABUSE INFORMATION:** You have the right to be considered a protected person. A "protected person" is a victim of domestic abuse who has notified us that he or she is or has been the victim of domestic abuse and who is either: (1) a present or proposed principal insured or certificate holder; (2) a present or proposed policyowner; (3) a present applicant; (4) a present claimant; (5) one who derives or is proposed to derive insurance coverage under an insurance policy subject to the New Mexico domestic abuse regulations; or (6) an individual or entity that provides shelter, advocacy, counseling or protection to victims of domestic abuse.

Please send your written request for "protected person" status and the confidentiality of abuse information to the address on the preceding page

#### LIFE INSURANCE BUYER'S GUIDE

This guide can help you when you shop for life insurance. It discusses how to:

- Find a Policy That Meets Your Needs and Fits Your Budget
- Decide How Much Insurance You Need
- Make Informed Decisions When You Buy a Policy

Prepared by the National Association of Insurance Commissioners.

The National Association of Insurance Commissioners is an association of state insurance regulatory officials. This association helps the various insurance departments to coordinate insurance laws for the benefit of all consumers.

This guide does not endorse any company or policy.

Reprinted by:

American-Amicable Life Insurance Company of Texas P.O. Box 2549 / Waco. Texas 76702-2549

#### IMPORTANT THINGS TO CONSIDER

- 1. Review your own insurance needs and circumstances. Choose the kind of policy that has benefits that most closely fit your needs. Ask an agent or company to help you.
- 2. Be sure that you can handle premium payments. Can you afford the initial premium? If the premium increases later and you still need insurance, can you still afford it?
- 3. Don't sign an insurance application until you review it carefully to be sure all the answers are complete and accurate.
- 4. Don't buy life insurance unless you intend to stick with your plan. It may be very costly if you quit during the early years of the policy.
- 5. Don't drop one policy and buy another without a thorough study of the new policy and the one you have now. Replacing your insurance may be costly.
- 6. Read your policy carefully. Ask your agent or company about anything that is not clear to you.
- 7. Review your life insurance program with your agent or company every few years to keep up with changes in your income and your needs.

#### **Buying Life Insurance**

When you buy life insurance, you want coverage that fits your needs.

**First**, decide how much you need -- and for how long -- and what **you** can afford to pay. Keep in mind the major reason you buy life insurance is to cover the financial effects of unexpected or untimely death. Life insurance can also be one of many ways you plan for the future.

Next, learn what kinds of policies will meet your needs and pick the one that best suits you.

**Then,** choose the combination of policy premium and benefits that emphasizes protection in case of early death, or benefits in case of long life, or a combination of both.

It makes good sense to ask a life insurance agent or company to help you. An agent can help you review your insurance needs and give you information about the available policies. If one kind of policy doesn't seem to fit your needs, ask about others.

This guide provides only basic information. You can get more facts from a life insurance agent or company or from your public library.

#### What About the Policy You Have Now?

If you are thinking about dropping a life insurance policy, here are some things you should consider:

- If you decide to replace your policy, don't cancel your old policy until you have received the new one. You then have a minimum
  period to review your new policy and decide if it is what you wanted.
- It may be costly to replace a policy. Much of what you paid in the early years of the policy you have now, paid for the company's cost of selling and issuing the policy. You may pay this type of cost again if you buy a new policy.
- Ask your tax advisor if dropping your policy could affect your income taxes.
- If you are older or your health has changed, premiums for the new policy will often be higher. You will not be able to buy a new policy if you are not insurable.
- You may have valuable rights and benefits in the policy you now have that are not in the new one.
- If the policy you have now no longer meets your needs, you may not have to replace it. You might be able to change your policy or add to it to get the coverage or benefits you now want.
- · At least in the beginning, a policy may pay no benefits for some causes of death covered in the policy you have now.

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In all cases, if you are thinking of buying a new policy, check with the agent or company that issued you the one you have now. When you bought your old policy, you may have seen an illustration of the benefits of your policy. Before replacing your policy, ask your agent or company for an updated illustration. Check to see how the policy has performed and what you might expect in the future, based on the amounts the company is paying now.

#### How Much Do You Need?

Here are some questions to ask yourself:

- How much of the family income do I provide? If I were to die early, how would my survivors, especially my children, get by? Does anyone else depend on me financially, such as a parent, grandparent, brother or sister?
- Do I have children for whom I'd like to set aside money to finish their education in the event of my death?
- How will my family pay final expenses and repay debts after my death?
- Do I have family members or organizations to whom I would like to leave money?
- Will there be estate taxes to pay after my death?
- · How will inflation affect future needs?

As you figure out what you have to meet these needs, count the life insurance you have now, including any group insurance where you work or veteran's insurance. Don't forget Social Security and pension plan survivor's benefits. Add other assets you have: savings, investments, real estate and personal property. Which assets would your family sell or cash in to pay expenses after your death?

#### What Is The Right Kind of Life Insurance?

All policies are not the same. Some give coverage for your lifetime and others cover you for a specific number of years. Some build up cash values and others do not. Some policies combine different kinds of insurance, and others let you change from one kind of insurance to another. Some policies may offer other benefits while you are still living. Your choice should be based on your needs and what you can afford.

There are two basic types of life insurance: **term insurance** and **cash value insurance**. Term insurance generally has lower premiums in the early years, but does not build up **cash values** that you can use in the future. You may combine cash value life insurance with term insurance for the period of your greatest need for life insurance to replace income.

**Term Insurance** covers you for a term of one or more years. It pays a death benefit only if you die in that term. Term insurance generally offers the largest insurance protection for your premium dollar. It generally does not build up cash value.

You can renew most term insurance policies for one or more terms even if your health has changed. Each time you renew the policy for a new term, premiums may be higher. Ask what the premiums will be if you continue to renew the policy. Also ask if you will lose the right to renew the policy at some age. For a higher premium, some companies will give you the right to keep the policies in force for a guaranteed period at the same price each year. At the end of that time you may need to pass a physical examination to continue coverage, and premiums may increase.

You may be able to **trade many term insurance policies for a cash value policy during a conversion period** -- even if you are not in good health. Premiums for the new policy will be higher than you have been paying for the term insurance.

Cash Value Life Insurance is a type of insurance where the premiums charged are higher at the beginning than they would be for the same amount of term insurance. The part of the premium that is not used for the cost of insurance is invested by the company and builds up a cash value that may be used in a variety of ways. You may borrow against a policy's cash value by taking a policy loan. If you don't pay back the loan and the interest on it, the amount you owe will be subtracted from the benefits when you die, or from the cash value if you stop paying premiums and take out the remaining cash value. You can also use your cash value to keep insurance protection for a limited time or to buy a reduced amount without having to pay more premiums. You also can use the cash value to increase your income in retirement or to help pay for needs such as a child's tuition without canceling the policy. However, to build up this cash value, you must pay higher premiums in the earlier years of the policy. Cash value life insurance may be one of several types; whole life, universal life and variable life are all types of cash value insurance.

Whole Life Insurance covers you for as long as you live if your premiums are paid. You generally pay the same amount in premiums for as long as you live. When you first take out the policy, premiums can be several times higher than you would pay initially for the same amount of term insurance. But they are smaller than the premiums you would eventually pay if you were to keep renewing a term policy until your later years.

Some whole life policies let you pay premiums for a shorter period such as 20 years, or until age 65. Premiums for these policies are higher since the premium payments are made during a shorter period.

**Universal Life Insurance** is a kind of flexible policy that lets you vary your premium payments. You can also adjust the face amount of your coverage. Increases may require proof that you qualify for the new death benefit. The premiums you pay (less expense charges) go into a policy account that earns interest. Charges are deducted from the account. If your yearly premium payment plus the interest your account earns is less than the charges, your account value will become lower. If it keeps dropping, eventually your coverage will end. To prevent that, you may need to start making premium payments, or increase your premium

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payments, or lower your death benefits. Even if there is enough in your account to pay the premiums, continuing to pay premiums yourself means that you build up more cash value.

Variable Life Insurance is a kind of insurance where the death benefits and cash values depend on the investment performance of one or more separate accounts, which may be invested in mutual funds or other investments allowed under the policy. Be sure to get the prospectus from the company when buying this kind of policy and STUDY IT CAREFULLY. You will have higher death benefits and cash value if the underlying investments do well. Your benefits and cash value will be lower or may disappear if the investments you chose didn't do as well as you expected. You may pay an extra premium for a guaranteed death benefit.

#### Life Insurance Illustrations

You may be thinking of buying a policy where cash values, death benefits, dividends or premiums may vary based on events or situations the company does not guarantee (such as interest rates). If so, you may get an illustration from the agent or company that helps explain how the policy works. The illustration will show how the benefits that are not guaranteed will change as interest rates and other factors change. The illustration will show you what the company guarantees. It will also show you what could happen in the future. Remember that nobody knows what will happen in the future. You should be ready to adjust your financial plans if the cash value doesn't increase as quickly as shown in the illustration. You will be asked to sign a statement that says you understand that some of the numbers in the illustration are not guaranteed.

#### Finding a Good Value in Life Insurance

After you have decided which kind of life insurance is best for you, compare similar policies from different companies to find which one is likely to give you the best value for your money. A simple comparison of the premiums is not enough. There are other things to consider. For example:

- Do premiums or benefits vary from year to year?
- How much do the benefits build up in the policy?
- What part of the premiums or benefits is not guaranteed?
- What is the effect of interest on money paid and received at different times on the policy?

Remember that no one company offers the lowest cost at all ages for all kinds and amounts of insurance. You should also consider other factors:

- How quickly does the cash value grow? Some policies have low cash values in the early years that build quickly later on. Other policies have a more level cash value build-up. A year-by-year display of values and benefits can be very helpful. (The agent or company will give you a policy summary or an illustration that will show benefits and premiums for selected years.)
- Are there special policy features that particularly suit your needs?
- How are nonguaranteed values calculated? For example, interest rates are important in determining policy returns. In some companies increases reflect the average interest earnings on all of that company's policies regardless of when issued. In others, the return for policies issued in a recent year, of a group of years, reflects the interest earnings on that group of policies; in this case, amounts paid are likely to change more rapidly when interest rates change.



Statement of Policy Cost and Benefit Information for Policy

Any correspondence regarding this policy summary may be forwarded either to our home office or the agent listed below.

Prepared by

American-Amicable Life Ins. Co. of Texas P.O. Box 2549 Waco, TX 76702-2549

Date of Issue:

Statement Preparation Date:

Insured:

Age:

Premium Class: Tobacco

Payment Mode: Monthly

Form
Number Basic Benefit

AA07-9767 Endowment Insurance to Age 110

Amount or Units

Maturity or Expiry Date Years Premium Payable

10,000.00

to Age 110

Annual Semiannual Quarterly Monthly Total Annualized Premium at Issue:

Policy Loan Interest Rate: 7.40% Payable in Advance

Statement of Policy Cost and Benefit Information for Policy

Date of Issue: Statement Preparation Date:

Insured: Age: Premium Class:

Payment Mode: Monthly

----- Endowment Insurance to Age 110 -----

Year	Annualized	Cash	Death
	Premium	Value	Benefit*
1 2 3 4 5 10 15 20			10,000 10,000 10,000 10,000 10,000 10,000 10,000

Guaranteed Values
10th Year 20th Year
191.33 201.74 Lif.
218.10 218.10 Lif.

Life Insurance Surrender Cost Index Life Insurance Net Payment Cost Index

<sup>\*</sup> Values shown at the beginning of the policy year - all other values shown at the end of the policy year.

#### **IMPORTANT**

YOU HAVE PURCHASED A LIFE INSURANCE POLICY OR ANNUITY CONTRACT. CAREFULLY REVIEW IT FOR LIMITATIONS.

THIS POLICY MAY BE RETURNED WITHIN 30 DAYS FROM THE DATE YOU RECEIVED IT FOR A FULL REFUND BY RETURNING IT TO THE INSURANCE COMPANY OR AGENT WHO SOLD YOU THIS POLICY.



## American-Amicable Life Insurance Company of Texas

P.O. Box 2549 / Waco, Texas 76702-2549 / (254) 297-2777

WE WILL PAY THE DEATH BENEFIT PROCEEDS to the Beneficiary if the Insured dies while this Policy is in force. Payment will be made after we receive due proof of the Insured's death, and will be subject to the terms of this Policy.

This Policy is a legal contract between the Owner and the Company. The consideration for this contract is the application and payment of the first premium. The first premium must be paid on or before delivery of this Policy.

SIGNED AT THE HOME OFFICE ON THE DATE OF ISSUE.

Treasurer

President

#### **CANCELLATION DURING FIRST 30 DAYS**

You may return this Policy within 30 days after delivery if you are not satisfied with it for any reason. The Policy may be returned to us or to the agent through whom it was purchased. Upon surrender of the Policy within the 30 day period, it will be void from the beginning, and we will refund any premium paid.

PREMIUMS PAYABLE FOR PERIOD SPECIFIED ON PAGE THREE NON-PARTICIPATING

READ YOUR POLICY CAREFULLY

Form No. AA07-9767 58GAA1

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#### **DEFINITIONS**

Where used in this Policy:

"American-Amicable", "we", "our", "us", or "the Company" means American-Amicable Life Insurance Company of Texas.

"You" or "Your" means the Owner of this Policy as defined.

"Net Cash Value" is the Cash Value less any Indebtedness on this Policy.

"Due Proof of Death" means those documents and written instruments required by the Company to verify the death of the Insured, as well as the documents and written instruments necessary to establish the right of the person or persons claiming the benefits to receive those benefits claimed.

"Recorded by the Company" or "Recorded" means actual receipt and modification of the Company's records according to normal Company procedures.

"Indebtedness" means the principal of any outstanding policy loan on this Policy, together with due and accrued policy loan interest.

"Policy Anniversary Date" means the same day and month as the Date of Issue shown on Page 3 for each succeeding year.

"Home Office" means American-Amicable Life Insurance Company of Texas, located in Waco, Texas.

"Maturity Date" means the policy anniversary following the Insured's 110th birthday. If the Policy is in force on the Maturity Date, we will pay any Net Cash Value then due You and the Policy will terminate.

an W85 -	- Endowment Insura	ance to Age	110	\$	to Age 110
	Issued Method of		Annual PremiumABC Monthly	\$ \$	
	Other Methods of	Payment	Annual Semiannual Quarterly Monthly	\$ \$ \$ \$	
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Insured:

Face Amount:

\$10,000

Age:

Date of Issue:

Policy Number:

Maturity Date:

AA07-9767-2014

Page 3

Insured: Face Amount: \$10,000

Age: Date of Issue:

Policy Number: Maturity Date:

Table of Guaranteed Values

Endowment Insurance to Age 110

m		Ties bear	1 - 1 m-	T
End of		Extend	lea Te	rm Insurance
Policy	Cash			Endowment
Year	Value	Years	Days	at Maturity
1	0.00	0	0	.00
2	385.10	0	142	.00
3	854.10	0	289	.00
4	1,309.90	1	47	.00
5	1,747.80	1	148	.00
6	2,161.70	1	222	.00
7	2,548.50	1	277	.00
8	2,906.70	1	315	.00
9	3,235.70	1	340	.00
10	3,535.40	1	357	.00
	3,333.10		337	. 00
11	3,812.00	2	7	.00
12	4,073.60	2	21	.00
		2		
13	4,321.50		31	.00
14	4,556.00	2	35	.00
15	4,773.80	2	33	.00
16	4,976.00	2	31	.00
17	5,169.90	2	27	.00
18	5,354.1 <mark>0</mark>	2	19	.00
19	5,525.60	2	7.	.00
20	5,679.40	1	360	.00

Nonforfeiture Factor: 1,417.65 Nonforfeiture Interest Rate: 4.50%

Nonforfeiture Table: 2001 CSO ALB Male Smoker Reinstatement Interest Rate: 6.00% Annual Rate

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#### INFORMATION TO POLICYHOLDERS

As our policyholder, your satisfaction is very important to us. Should you have any questions or complaints regarding this insurance, please contact your agent. You may also contact our customer service department:

American-Amicable Life Insurance Company of Texas P.O. Box 2549
Waco, Texas 76702-2549

Phone: 1-800-736-7311

The Consumer Communications Bureau of the California Department of Insurance has established a toll-free number that may be called if you have a complaint or you are dissatisfied. The California Department of Insurance should be contacted only after discussions with your agent and after contacting us using the information provided above. The address and toll-free number is required to be disclosed by all life insurance companies in the State of California.

California Department of Insurance
Consumer Communications Bureau
300 South Spring Street
Los Angeles, California 90013
In State Toll-Free Calls: 1-800-927-4357
Out of State Calls: 213-897-8921

For the Hearing Impaired (TDD): 1-800-482-4833

www.insurance.ca.gov

Form No. AA8631 106AAX

### AMERICAN-AMICABLE LIFE INSURANCE COMPANY OF TEXAS WACO. TEXAS

#### **ENDORSEMENT**

This Endorsement is added to and made a part of the Policy to which it is attached. It is subject to the provisions of the Policy unless amended herein.

The following provision is hereby added to the Policy:

**SURRENDER OF THIS POLICY.** To surrender your Policy, the following items are required by the Company:

- \* A written request for surrender.
- \* The policy number of the Policy to be surrendered.
- \* The name of the Insured on the Policy to be surrendered.
- \* The signature of the Owner of the Policy and, if required by the Policy or by a legally binding document of which the Company has actual notice, the signature of a collateral assignee, irrevocable beneficiary, or other person having an interest in the Policy through the legally binding document.
- \* Either the Policy itself, a completed Lost Policy Receipt, or a written statement that the Policy itself has been lost or destroyed.

The request to surrender this Policy will be effective on the date the written request is received by the Company, if the written request is made to the Company's Home Office or servicing agent and contains all of the elements listed above.

President

Form No. AA9004 97PAAX

#### **GENERAL PROVISIONS**

**CONFORMITY WITH STATE STATUTES AND REGULATIONS.** Any provision of this Policy which conflicts with the valid insurance laws or regulations of the state of residence of the Insured, at the time that the application for this Policy is approved for issue by the Company at its Home Office, will be deemed to be amended or deleted to the extent necessary for the provisions of this Policy to be in conformity with such conflicting laws and regulations.

**CONTRACT.** This Policy is a legal contract that you have entered into with us. You have paid the first premium and have submitted an application. We have relied on the statements made in the application for this Policy. These statements, in the absence of fraud, are considered representations and not warranties. A copy of such application is attached to this Policy. In return, we promise to provide the insurance coverage described in this Policy.

The entire contract consists of:

- 1. The basic Policy; and
- 2. The riders that add benefits to the basic Policy, if any; and
- 3. Endorsements, if any; and
- 4. The attached copy of your application, and any amendments or supplemental applications.

**DATE OF ISSUE - EFFECTIVE DATE.** The Date of Issue, which is the effective date of this Policy, is the date on which the first premium is due. The Date of Issue is also the date from which all policy years, anniversaries, and premium due dates are determined.

**OWNER.** The Owner of this Policy will be the Insured unless another person is designated Owner in the application for this Policy. During the Insured's lifetime, the Owner may exercise every right the Policy confers or we allow (subject to the rights of any assignee of record, and to any endorsement on this Policy limiting such rights).

**BENEFICIARY.** The Beneficiary as named in the application, or later changed by the Owner, will receive the Death Benefit Proceeds upon the death of the Insured. There may be different classes of Beneficiaries, such as primary and contingent. These classes set the order of payment. There may be more than one Beneficiary in a class. Unless otherwise instructed by the Owner, if there is more than one Beneficiary, any proceeds payable will be distributed equally among the Beneficiaries of the class receiving the Proceeds. Unless the Owner has stated otherwise, in writing, to the Home Office of the Company:

- 1. If any Beneficiary dies before the Insured, that Beneficiary's interest will terminate.
- 2. If no Beneficiary survives the Insured, Proceeds will be paid to the Owner, if then living; otherwise to the estate of the Owner.

CHANGE OF OWNERSHIP OR BENEFICIARY. The Owner, or someone authorized to act for the Owner by valid court order, may change the Ownership or the Beneficiary at any time during the lifetime of the Insured, unless a previous designation provides otherwise. Applicable law may require a Beneficiary or a Successor Owner to have an insurable interest in the life of the Insured. To make a change, the Owner must send a written request to our Home Office in a form acceptable to us. The change will go into effect when we have recorded the change. However, after the change is recorded, it will be deemed effective as of the date of the written request for change. The change will be subject to any payment made, or action taken, by us before the request is recorded. The Company assumes no responsibility for the legality or sufficiency of any Beneficiary designation or ownership change.

**COMMON DISASTER.** If we cannot determine whether a Beneficiary or the Insured died first in a common disaster, we will assume that the Beneficiary died first, unless applicable law or an endorsement to this Policy provides otherwise.

**ASSIGNING THE POLICY.** During the lifetime of the Insured and while this Policy is in force, the Owner may assign this Policy as security for an obligation, subject to the written consent of any irrevocable beneficiary. We will not be bound by an assignment unless it is received in writing at our Home Office in a form acceptable to us. Two copies of the assignment must be submitted. We will retain one copy and return the other. We will not be responsible for the validity of any assignment.

#### **GENERAL PROVISIONS** (Continued)

**NON-PARTICIPATION.** This Policy will not pay dividends. It will not participate in any of our surplus or earnings.

**INCONTESTABILITY.** We will not contest the validity of this Policy after this Policy has been in force during the Insured's life for 2 years from the Date of issue.

If the Owner reinstates this Policy as provided by the Reinstatement provision, this Policy will be incontestable as to statements made in the reinstatement application after two years from the effective date of the reinstatement.

This incontestability provision does not apply to any Disability or Accidental Death Benefit.

**SUICIDE.** If the Insured dies as a result of suicide, within 2 years from the Date of Issue, we will limit the Death Benefit Proceeds to the premiums paid less any Indebtedness on this Policy.

AGE OR SEX INCORRECTLY STATED. If the Insured's age or sex has been incorrectly stated in the application, we will adjust the Death Benefit Proceeds. The Proceeds payable will be that which the premium would have purchased at the Date of Issue for the correct age and sex. However, if the correct age on the Date of Issue would have caused a policy not to have been issued, the Proceeds payable will be limited to a return of premiums paid plus interest. The rate of interest will not be less than the rate, as determined by the company, applicable to proceeds of life insurance left on deposit with the Company. By age we mean age last birthday as of the Date of Issue.

PAYMENTS. All payments of benefits under this Policy will be made from our Home Office.

#### WHEN THIS POLICY TERMINATES. This Policy will terminate if:

- 1. The Owner requests that this Policy be terminated; or
- 2. The Insured dies: or
- 3. The Policy matures; or
- 4. The premium is in default at the end of the grace period, except as otherwise provided in the Guaranteed Values provisions. The date of default will be the due date of the premium in default.

**REINSTATEMENT.** This Policy may be reinstated at any time within 5 years after default unless this Policy was surrendered for cash, if the following requirements are met:

- 1. Evidence of insurability, satisfactory to the Company, must be furnished; and
- 2. All past due premiums with compound interest at the reinstatement interest rate of 6% a year must be paid; and
- 3. Any Indebtedness with interest at the annual policy loan interest rate of 7.4% payable in advance, from the date of default to the date of reinstatement, must be paid or reinstated.

The effective date of reinstatement will be the date we approve the application for reinstatement.

If a rider is attached to this Policy, its coverage will be reinstated according to the Reinstatement provision of this Policy, unless such provision conflicts with the express provision of the rider.

**CHANGING THE TERMS OF THE POLICY.** Any change in the Policy must be approved in writing at our Home Office by one of our officers. Any approved change will be endorsed on the Policy. No agent has the authority to make any changes or waive any of the terms of the Policy.

#### **PREMIUMS**

**PAYMENT OF PREMIUMS.** Premiums are payable for the number of years shown on Page 3 or until the Insured's earlier death. Premiums are payable in advance at our Home Office. A premium receipt signed by an Officer of the Company will be furnished upon request.

#### **PREMIUMS** (Continued)

Premiums may be paid annually, semi-annually, quarterly or monthly. The Owner may change the frequency of payment provided a premium payment will become due on each policy anniversary. A premium paid by check will be considered paid only after the bank has credited our account with collected funds.

**GRACE PERIOD.** The grace period is a period of 31 days following the due date of each premium after the first. The Owner may pay the premium at any time during the grace period without interest. During the grace period, the Policy will remain in force, but the premium will be in default. The date of default is the date the unpaid premium is due. If the premium is not paid by the end of the grace period, this Policy will terminate, as of the date of default, except as provided in the Guaranteed Values provisions. If death occurs during the grace period, the premium for the policy month in which death occurred will be deducted from the Death Benefit Proceeds.

#### **DEATH BENEFIT PROCEEDS**

The Company will pay the Proceeds of this Policy on the death of the Insured while this Policy is in full force. Payment will be made to the named Beneficiary when the Home Office of the Company receives Due Proof of the Insured's Death, subject to the terms of this Policy. The Proceeds will be:

- 1. The Face Amount shown on Page 3; plus
- 2. Any insurance on the life of the Insured provided by an additional agreement attached to and made a part of this Policy; plus
- 3. The portion of any premium paid which applies to a period beyond the month of death of the Insured; less
- 4. The portion of a premium due and unpaid which applies to a period prior to the date of death of the Insured; less
- 5. Any Indebtedness on this Policy.

#### **GUARANTEED VALUES PROVISIONS**

**CASH VALUE.** The Owner may surrender this Policy for its Net Cash Value as defined on Page 2. If all premiums have been paid, the guaranteed cash value is as shown in the Table of Guaranteed Values on page 3A of the Policy. The Table shows values at the end of the policy years. The Cash Value is:

- 1. The Guaranteed Cash Value; plus
- 2. Any part of a premium paid for coverage beyond the policy month in which the Owner surrenders this Policy.

**AUTOMATIC PREMIUM LOAN OPTION.** If a premium on this Policy is not paid by cash by the end of the grace period, a policy loan will be made to pay such premium if the following conditions are met:

- 1. The Owner must have elected the Automatic Premium Loan Option while no premium was in default. (the election, if not made in the application for this Policy, may be made later by sending written notice to our Home Office); and
- 2. The Loan Value must be enough to pay the premium in default with interest to the next policy anniversary.

This provision may be revoked by filing a written request with the Company.

If the Loan Value is not sufficient to cover the entire amount of any premium due, no automatic loan will be made and the premium will be in default. The Net Cash Value will then be used under Option 2 of the "Options Upon Default of Payment of Premium" provision below. Interest on a premium loan will be charged from the premium due date. Otherwise the terms of the Policy Loan provision will apply.

#### **GUARANTEED VALUES PROVISIONS** (Continued)

**OPTIONS UPON DEFAULT OF PAYMENT OF PREMIUM.** The Owner may elect one of the following options, effective on the default in the payment of premium. Election must be made by written request to the Company at its Home Office no later than 60 days after the unpaid premium was due. If the Automatic Premium Loan or other election is not made, Option 2 of this section will be effective.

**Option 1** -- Surrender this policy for the Net Cash Value. The Net Cash Value within 60 days of default is the Net Cash Value on that date. The Company may defer payment of the Net Cash Value for a period of up to 6 months from the date of request.

**Option 2 --** Continue this Policy as Extended Term Insurance. The amount of insurance will be the face amount of this Policy less any Indebtedness. The term of Extended Term Insurance will begin on the date the unpaid premium was due. It will continue for such term as the Net Cash Value will purchase at the net single premium rates. Extended Term Insurance may be surrendered for its Net Cash Value as of the date of surrender.

BASIS OF VALUES. Guaranteed values and net single premiums are based on the mortality tables and interest rate shown on Page 3A. All net single premiums are at the then attained age of the Insured. The Cash Values are calculated by the Standard Nonforfeiture Value Method using the mortality table and interest rate shown on Page 3A. Computations assume that premiums are paid annually and the deaths occur at the end of a policy year.

The Cash Value within a policy year is adjusted for lapse of time and premiums paid for any portion of the policy year. Within 31 days after any policy anniversary, and in the absence of a policy loan, the Cash Value will not be less than the Cash Value on such anniversary. Any additional agreement which is part of this Policy will not increase the Cash Value unless specifically provided by the agreement. All values are greater than or equal to those required by the insurance law of any state in which this Policy is delivered. The detailed method of calculation of values is on file at the insurance department in the state in which this Policy is delivered.

When continued as Extended Term Insurance, this Policy's Cash Value is the present value of future benefits.

#### **POLICY LOAN PROVISIONS**

You may take a policy loan at any time while this Policy is in force. You may borrow an amount which is equal to or less than the Policy's Loan Value. The Loan Value will be the Cash Value less:

- 1. Any prior outstanding loan, plus interest accrued; and
- 2. Interest on the amount to be borrowed to the next policy anniversary.

**LOAN INTEREST.** The Annual Policy Loan Interest Rate is 7.4% payable in advance. On each policy anniversary, loan interest for the next year is due in advance. Interest not paid when due will be added to the loan.

HOW YOU MAY REPAY A POLICY LOAN. You may repay all or part of a policy loan at any time, except that:

- 1. Repayment may be made only while this Policy is in force and prior to the death of the Insured; and
- 2. A partial repayment must be at least \$10.00.

Any Indebtedness will be deducted from any settlement of this Policy.

At any time your policy loan exceeds the Cash Value, this Policy will lapse. However, at least 31 days prior notice must be mailed by us to your last known address and to any assignee of record, if any.

#### **POLICY LOAN PROVISIONS** (Continued)

**WE CAN DELAY PAYMENT.** We can delay loaning you money for up to 6 months, or the period allowed by law, whichever is less. However, we cannot delay loaning you money if the amount is to be used to pay a premium to us.

**OBTAINING A LOAN.** You may obtain a policy loan by written request and assignment of the Policy as sole security for the loan.

#### **SETTLEMENT OPTIONS**

**ELECTION OF A SETTLEMENT OPTION.** The Owner, by written request satisfactory to the Company, may elect any Settlement Option described below while the Insured is living subject to the provisions of this Policy. If an option is not elected prior to the death of the Insured, the Company will pay the Proceeds in one sum to the Beneficiary or other person lawfully entitled to receive the same, unless such person elects a settlement option.

**PAYEE.** The Payee is the person or persons entitled to receive payments under a Settlement Option.

AVAILABILITY OF OPTIONS. The Company may pay the then balance of the Proceeds in one sum if:

- 1. The Proceeds are less than \$5,000; or
- 2. The amount on deposit under Option 1 or 2 below becomes less than \$2,000; or
- 3. Periodic payments are, or become, less than \$100; or
- 4. The Payee is not the person first entitled to payment; or
- 5. The Payee is an assignee, estate, trustee, partnership, corporation or association.

**EFFECTIVE DATE OF SETTLEMENT OPTION.** If an election has previously been made, the effective date will be the date of death or surrender. If no election is in effect when the Proceeds become payable in one lump sum, the date of election will be the effective date. The first installment, under Options 3, 4, 5, or 6 below, will be paid by the Company upon receipt of Due Proof of the Death of the Insured.

BASIS OF PAYMENT OPTIONS. The annual guaranteed interest rate used for each option shown in the Option Tables is 3.0%. An interest rate in excess of the guaranteed rate may be used at the discretion of the Company. The mortality table used for Options 5 and 6 is the Annuity 2000 Mortality Table.

LIFE INCOME AND AGE. When Proceeds are payable to the Owner as a result of a cash surrender or maturity of the Policy, and the Owner selects a settlement option providing for periodic payments, the continuance of the periodic payments will be based on the life of the Insured. The amount of the periodic payments will be based upon the attained age of the Insured at the time of surrender or maturity. Upon the death of the Insured the life income payable to the Beneficiary will be based on the life and age of that Beneficiary. Age in each instance is the age on the last birthday before the date the first installment is payable. The Company may require evidence of age or of survival.

**OPTION 1** -- **DEPOSIT** -- Left on deposit with interest to accumulate. Interest is compounded annually. Proceeds and all accumulated interest are payable at the end of a period mutually agreed upon.

**OPTION 2 -- INTEREST INCOME --** Left on deposit, with interest payable periodically. Proceeds and any accrued but unpaid interest are payable at the end of a period mutually agreed upon.

**OPTION 3** -- **INSTALLMENTS OF SPECIFIED AMOUNT** -- Paid as an income of a specified amount mutually agreed upon, until the Proceeds and interest are exhausted.

**OPTION 4** -- **INSTALLMENTS FOR SPECIFIED PERIOD** -- Paid as an income for a specified period mutually agreed upon.

**OPTION 5 -- LIFE INCOME WITH GUARANTEED PERIOD --** Paid as an income for life. Payments are guaranteed for 120 months.

#### **SETTLEMENT OPTIONS** (Continued)

**OPTION 6 -- LIFE INCOME WITHOUT GUARANTEED PERIOD --** Paid as an income for life. Payments cease with the last payment due prior to death of the person on whose life the income is based.

**DEATH OF PAYEE**. After the death of the Payee any amounts remaining under Options 1, 2, 3, or 4 or any amounts remaining under the period certain under Option 5 will be continued to the estate of the Payee or paid in a single commuted sum to the estate of the Payee.

**PROTECTION AGAINST CREDITOR.** To the extent permitted by law, Proceeds paid under these options will not be subject to the claims of creditors nor to legal process.

These tables illustrate amounts for each \$1,000 of proceeds applied under the Options listed.

### OPTION 2 INTEREST INCOME

Payable	Interest Payable
Monthly	\$2.47
Quarterly	7.42
Semi-Annually	14.89
Annually	30.00
Annually	30.00

### OPTION 4 INSTALLMENTS

Yrs.	Annual	Monthly	Yrs.	Annual	Monthly	Yrs.	Annual	Monthly
1	\$1,000.00	\$84.47	11	\$104.93	\$8.86	21	\$62.98	\$5.32
2	507.39	42.86	12	97.54	8.24	22	60.92	5.15
3	343.23	28.99	13	91.29	7.71	23	59.04	4.99
4	261.19	22.06	14	85.95	7.26	24	57.33	4.84
5	211.99	17.91	15	81.33	6.87	25	55.76	4.71
6	179.22	15.14	16	77.29	6.53	26	54.31	4.59
7	155.83	13.16	17	73.74	6.23	27	52.97	4.47
8	138.31	11.68	18	70.59	5.96	28	51.74	4.37
9	124.69	10.53	19	67.78	5.73	29	50.60	4.27
10	113.82	9.61	20	65.26	5.51	30	49.53	4.18

### **OPTIONS 5 AND 6**MONTHLY LIFE INCOMES

	Opti 120 Insta Guara		Opti Life	on 6 Only		120 Inst	Option 5 120 Installments Guaranteed		on 6 Only
Age	Male	Female	Male	Female	Age	Male	Female	Male	Female
25	\$3.08	\$2.99	\$3.08	\$2.99	65	\$5.48	\$5.07	\$5.69	\$5.18
26	3.10	3.01	3.10	3.01	66	5.62	5.20	5.86	5.32
27	3.12	3.03	3.13	3.03	67	5.77	5.33	6.04	5.47
28	3.15	3.05	3.15	3.05	68	5.92	5.47	6.24	5.64
29	3.17	3.07	3.17	3.07	69	6.07	5.62	6.45	5.82
30	3.20	3.09	3.20	3.09	70	6.23	5.78	6.67	6.01
31	3.22	3.11	3.23	3.12	71	6.39	5.94	6.90	6.21
32	3.25	3.14	3.26	3.14	72	6.56	6.11	7.16	6.44
33	3.28	3.16	3.28	3.17	73	6.73	6.29	7.43	6.68
34	3.31	3.19	3.32	3.19	74	6.90	6.48	7.71	6.94
35	3.34	3.22	3.35	3.22	75	7.08	6.67	8.02	7.22
36	3.38	3.24	3.38	3.25	76	7.25	6.86	8.35	7.52
37	3.41	3.27	3.42	3.28	77	7.43	7.06	8.70	7.85
38	3.45	3.30	3.46	3.31	78	7.61	7.26	9.08	8.21
39	3.49	3.34	3.50	3.34	79	7.78	7.46	9.48	8.60
40	3.53	3.37	3.54	3.38	80	7.95	7.66	9.91	9.02
41	3.57	3.41	3.58	3.41	81	8.11	7.86	10.37	9.47
42	3.62	3.44	3.63	3.45	82	8.27	8.05	10.86	9.96
43	3.66	3.48	3.67	3.49	83	8.42	8.23	11.38	10.50
44	3.71	3.52	3.72	3.53	84	8.56	8.40	11.94	11.07
45	3.76	3.57	3.78	3.57	85	8.69	8.55	12.54	11.69
46	3.81	3.61	3.83	3.62	86	8.81	8.70	13.17	12.36
47	3.87	3.66	3.89	3.67	87	8.92	8.83	13.85	13.08
48	3.92	3.71	3.95	3.72	88	9.02	8.95	14.56	13.84
49	3.98	3.76	4.01	3.77	89	9.12	9.05	15.32	14.65
50	4.05	3.81	4.08	3.83	90	9.20	9.15	16.12	15.50
51	4.11	3.87	4.15	3.89	91	9.28	9.23	16.97	16.38
52	4.18	3.93	4.22	3.95	92	9.34	9.30	17.87	17.31
53	4.25	3.99	4.30	4.01	93	9.40	9.36	18.83	18.26
54	4.33	4.06	4.38	4.08	94	9.45	9.42	19.85	19.26
55	4.41	4.13	4.46	4.15	95	9.49	9.47	20.93	20.30
56	4.49	4.20	4.55	4.23	96	9.53	9.51	22.10	21.39
57	4.58	4.28	4.65	4.31	97	9.56	9.54	23.38	22.57
58	4.68	4.36	4.75	4.40	98	9.58	9.57	24.80	23.86
59	4.78	4.45	4.86	4.49	99	9.59	9.58	26.40	25.31
60 61 62 63 64	4.88 4.99 5.10 5.23 5.35	4.54 4.63 4.73 4.84 4.95	4.98 5.10 5.23 5.37 5.52	4.59 4.69 4.80 4.92 5.04	100	9.60	9.60	28.22	26.97

### AMERICAN-AMICABLE LIFE INSURANCE COMPANY OF TEXAS WACO, TEXAS

#### **ENDORSEMENT**

The provision of this policy entitled "GRACE PERIOD" is hereby deleted and replaced by the following:

The grace period is a period of 61 days following the due date of each premium after the first. The Owner may pay the premium at any time during the grace period without interest. During the grace period, the Policy will remain in force, but the premium will be in default. The date of default is the date the unpaid premium is due. If the premium is not paid by the end of the grace period, this Policy will terminate, as of the date of default, except as provided in the Guaranteed Values provisions. If death occurs during the grace period, the premium for the policy month in which death occurred will be deducted from the Death Benefit Proceeds.

SIGNED at the Home Office of American-Amicable Life Insurance Company of Texas.

President

Form No. AA9998 91WAA1

### NOTICE OF PROTECTION PROVIDED BY CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

#### **COVERAGE**

#### • Persons Covered

Generally, an individual is covered by the Association if the insurer was a member of the Association and the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

#### • Amounts of Coverage

The basic coverage protections provided by the Association are as follows.

#### • Life Insurance, Annuities and Structured Settlement Annuities

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

#### • Life Insurance

80% of death benefits but not to exceed \$300,000 80% of cash surrender or withdrawal values but not to exceed \$100,000

#### • Annuities and Structured Settlement Annuities

80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000

The maximum amount of protection provided by the Association to an individual, for all life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

#### • Health Insurance

The maximum amount of protection provided by the Association to an individual, as of July 1, 2016, is \$546,741. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer. Changes to this amount will be posted on the Association's website www.califega.org.

Form No. 8653 111AAF

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#### **COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE**

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society If the person is provided coverage by the guaranty association of another state Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual Employer and association plans, to the extent they are self-funded or uninsured A policy or contract providing any health care benefits under Medicare Part C or Part D An annuity issued by an organization that is only licensed to issue charitable gift annuities
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract Any policy of reinsurance unless an assumption certificate was issued Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1067.02(b)(2)(C)

#### NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at www.califega.org, or contact either of the following:

California Life and Health Insurance Guarantee Association P.O. Box 16860 Beverly Hills, CA 90209-3319 (323) 782-0182 California Department of Insurance Consumer Communications Bureau 300 South Spring Street Los Angeles, CA 90013 (800) 927- 4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.

Form No. 8653 111AAB

#### AMERICAN-AMICABLE LIFE INSURANCE COMPANY OF TEXAS P.O. Box 2549 Waco, Texas 76702-2549

#### TERMINAL ILLNESS ACCELERATED BENEFIT RIDER

TAX IMPLICATIONS. The acceleration-of-life-insurance benefits offered under this Rider may or may not qualify for favorable tax treatment under the Internal Revenue Code of 1986. Whether such benefits qualify depends on factors such as your life expectancy at the time benefits are accelerated or whether you use the benefits to pay for necessary long-term care expenses, such as nursing home care. If the acceleration-of-life-insurance benefits qualify for favorable tax treatment, the benefits will be excludable from your income and not subject to federal taxation. Tax laws relating to acceleration-of-life-insurance benefits are complex. You are advised to consult with a qualified tax advisor about circumstances under which you could receive acceleration-of-life-insurance benefits excludable from income under federal law.

Any medicaid or other government entitlement for which you are eligible may be affected by payments received under this Rider.

This Rider is attached to and made a part of the Policy to which it is attached. It is subject to the provisions of the Policy unless amended in this Rider.

#### **TERMINAL ILLNESS BENEFIT**

If the Insured is certified as being a Terminally III Individual, We will advance to You, if You so elect, up to one hundred percent (100%) of the Death Benefit of the Policy. The Benefit to be paid will be reduced by an Actuarial Adjustment Factor and an Administrative Charge of \$150. We will deduct from the Benefit paid any outstanding Indebtedness, but only in proportion to the percentage of Death Benefit paid. We will also return to you a proportionate amount of any premium paid beyond the date any Benefit under this Rider is paid.

A payment under this Rider is payable only once. Request for an acceleration-of-life-insurance benefit must be made in writing. The Policy must be in force at the time this Benefit is applied for. Payment of this Benefit will reduce the Death Benefit proceeds by the amount of the Benefit paid under this Rider. Any portion remaining after reduction of the death benefit due to payment of any acceleration-of-life-insurance benefit will be paid upon the death of the Insured. The acceleration-of-life-insurance benefits and the balance of the death benefit of the Policy will constitute full settlement on maturity of the face amount of the Policy. The Cash Value, the amount available for loans, and the premium, excluding the Policy fee (if any), for the Policy will decrease in proportion to the amount of Benefit paid. Continued payment of the reduced premium is necessary for the Policy to remain in force. If the entire Death Benefit is paid, then the Policy will terminate with no further value. There is no Benefit to a non-insured Owner if the non-insured Owner is diagnosed as a Terminally III Individual.

At time of payment of the acceleration-of-life-insurance benefit, We will provide the Owner of the Policy a statement specifying:

- a) the amount of benefit paid;
- b) the effect of the acceleration-of-life-insurance on the death benefit, future premiums, cash value (if any) and any policy loans.

Terminally III Individual - An insured will be considered as being a Terminally III Individual if the individual has been certified by a licensed physician as having an illness or physical condition that reasonably can be expected to result in death within 12 months of the date of certification. We must receive proof acceptable to Us. A written statement from the certifying physician will be required. We may require a second medical opinion by a physician of our choice at Our expense. The opinion of the physician selected by the Company, with respect to whether or not the Insured is terminally ill, will be presumed to be correct.

This Rider is effective on the Date of Issue of the Policy.

Signed at the Home Office of the Company as of the Effective Date

Treasurer

President

Form No. AA9473-R

### **American-Amicable Life Insurance Company of Texas**

P.O. Box 2549 / Waco, Texas 76702-2549 / (254) 297-2777

# ENDOWMENT INSURANCE TO AGE 110 POLICY PREMIUMS PAYABLE FOR PERIOD SPECIFIED ON PAGE THREE NON-PARTICIPATING

READ YOUR POLICY CAREFULLY

Form No. AA07-9767 0WSAA0