



Texas Application

This application includes all forms needed to apply for Single Premium Endowment to Age 110.

Thank you for your interest in writing business with Assurity Life Insurance Company.

To enable us to process your application more quickly, please review the following checklist:

- ✓ To comply with state regulations and protect your interest, you must be properly licensed and appointed by Assurity in the policy Owner's* "State of Residence".
- ✓ Use the appropriate application for the state in which the policy Owner* resides. Applications and state forms may be ordered from Legacy.
- ✓ Print the application in black ink for faxing and photo copying purposes.
- ✓ Please verify that all questions on the application are answered.
- ✓ Obtain all required signatures.
- ✓ Have the Proposed Insured initial any changes. (Corrections with white correction fluid are not acceptable.)
- ✓ Review the Conditional Receipt for collection limits. (If Proposed Insured has a history of heart trouble, stroke, or cancer, do not collect the initial premium.)
- ✓ **If faxing directly to Legacy, fax to 402-493-3507**
- ✓ **If mailing directly to Legacy, address to: Legacy Insurance Services, Inc. of America
741 N 120th Street
Omaha NE 68154-4212**

Insurance Application to Assurity Life Insurance

I represent that these statements are true and complete to the best of my knowledge and belief. I agree that this application will be the basis for and part of the policy that is issued; and that coverage will begin on the effective date in the policy if the premium has been paid during the Proposed Insured's lifetime and while his/her insurability remains as stated on this application

A. General Information on the Proposed Insured

1. A. Proposed Insured's Full Name (please print)	B. Sex	C. Date of Birth	D. Age	E. Birthplace	F. Social Security No.	G. Height	H. Weight
I. Residence Address	J. City	K. State	L. Zip	M. Telephone Number	N. Occupation		
2. A. Name and Address of Personal Physician						B. Physician's Telephone Number	
3. A. Primary Beneficiary	B. Relationship	C. Address					
4. A. Contingent Beneficiary	B. Relationship	C. Address					
5. A. Owner (if other than the Proposed Insured)	B. Relationship	C. Social Security Number				D. Date of Birth	
6. Is this policy being purchased to replace any existing insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, or "1035 Exchange", list company, policy number and address.)							
7. A. Plan: Single Premium Whole Life <input type="checkbox"/> Accidental Death Benefit Rider <input type="checkbox"/> Single Premium Whole Life – Last Survivor		B. Face Amount			D. Premium Mode Single Premium		
		C. Amount Paid					

B. Health History

- | | | Yes | No |
|--|--------------------------|--------------------------|--------------------------|
| 1. Has the Proposed Insured: | | | |
| a. Been diagnosed by a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Tested positive for antibodies to the AIDS virus? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Has the Proposed Insured consulted a physician or been treated (including prescription medications) within the past five (5) years for: | | | |
| a. Cancer, leukemia or melanoma, systemic lupus, or has the Proposed Insured had more than one occurrence of cancer in his/her lifetime? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| b. Heart disease, heart surgery, stroke or any heart or circulatory disorder (except high blood pressure under control by medication)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c. Diabetes, kidney disease, liver disease or organ transplant? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d. Emphysema or any other lung disorder requiring oxygen? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e. Alzheimer's Disease, dementia, nervous disorder or mental disorder? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Is the Proposed Insured currently under treatment or taking prescription medication? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Has the Proposed Insured ever sought treatment for alcoholism or drug abuse? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Has the Proposed Insured had life or health insurance declined, non-renewed, rated, modified, postponed or cancelled? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Is the Proposed Insured bedridden at home or confined to a hospital, nursing home or long-term care facility? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Has the Proposed Insured used any form of tobacco or nicotine-based products in the last 12 months? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Give complete details in the space provided below for all questions answered Yes. Attach separate sheet if necessary and be sure it is signed and dated.

Question Number	Date(s) of Treatment	Provide reason(s) for consultation(s), names(s) and addresses and phone number(s) of physician(s) and include details of treatment prescribed, result(s) of consultation(s), and medication(s) prescribed.

- 8. Has the Proposed Insured engaged in or plan to engage in flying as a pilot, student, or crew member, underwater diving, hang gliding, ultralight flying, skydiving, parachuting, ballooning, bungee jumping or mountain or rock climbing?
- 9. Does the Proposed Insured currently have an application for insurance pending with any other company?
If Yes, please explain: _____
- 10. List life insurance and annuity policies in force on the life of the Proposed Insured:

Company	Policy Number	Year Issued	Plan	Amount	ADB Amount	Replaced

I (WE) AGREE THAT

- A. I (We) have read the above questions and answers and declare that they are complete and true to the best of my (our) knowledge and belief. I (We) agree that this application (Part I – General Section, pages 1 and 2, Part II – Medical (if required), Traditional Product Life Section/ Flexible Premium Universal Life Section, and Avocation Questionnaire (if required)) shall form a part of the policy if attached thereto.
- B. In the event the first full premium on the policy applied for is paid upon the date of this application, the insurance under such policy shall take effect as provided in the Conditional Receipt delivered by the Company’s agent in exchange for such payment.
- C. In the event the first full premium on the policy applied for is not paid upon the date of this application, the insurance under such policy shall not take effect unless the application is approved by the Company at its Home Office, such policy issued and delivered to the Proposed Insured/Owner, and such first full premium paid during the Proposed Insured’s lifetime and continued good health and the lifetime and continued good health of any other person(s) covered under the policy, and when such approval, issue, delivery, and payment have occurred, the insurance under such policy shall take effect as of the date of issue specified in the policy.
- D. No agent or medical examiner has power or is authorized to change or waive any term, provision or condition of this application, the Conditional Receipt, or the policy applied for, or to pass upon or approve insurability of any person for whom insurance is applied for.

Signed at _____ this _____ day of _____, Year _____

Witnessed by _____ **X** _____
 Licensed Resident Agent Signature of Proposed Insured

Agency No. _____ **X** _____
 Signature of owner (if not Proposed Insured)

Agreement for the Purchase of Annuity

I understand that if I do not qualify for the Life Insurance applied for above, the Company will issue an annuity contract under

Plan _____

Date _____ Signed at _____ City _____ State _____ Premium with Application \$ _____

Proposed Annuitant’s Signature _____ Date _____

Owner’s Signature _____ Date _____

Agent’s Statement

I certify that I have correctly recorded in this Application, the information supplied by the Owner and/or Proposed Insured. To the best of my knowledge, replacement is is not involved in this transaction.

Agent’s Signature _____ Agent’s Number _____

Agent’s Name (please print) _____ Date _____

Signed at _____ City _____ State _____

Single Premium Whole Life – Last Survivor

1. Second Person Insured's Name: _____ Address: _____
 SS # _____ Place of Birth _____ Date of Birth ___/___/___ Age ___ Sex M F
 Height _____ Weight _____ Occupation _____ Employer _____
 Has the Second Insured used any form of tobacco or nicotine-based products in the last 12 months? Yes No
2. Has the Second Insured: Yes No
- a. Been diagnosed by a member of the medical profession for Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC)?
- b. Tested positive for antibodies to the AIDS virus?
3. Has the Second Insured consulted a physician or been treated (including prescription medications) within the past five (5) years for:
- a. Cancer, leukemia or melanoma, systemic lupus, or has the Second Insured had more than one occurrence of cancer in his/her lifetime?
- b. Heart disease, heart surgery, stroke or any heart or circulatory disorder (except high blood pressure under control by medication)?
- c. Diabetes, kidney disease, liver disease or organ transplant?
- d. Emphysema or any other lung disorder requiring oxygen?
- e. Alzheimer's Disease, dementia, nervous disorder or mental disorder?
4. Is the Second Insured currently under treatment or taking prescription medication?
5. Has the Second Insured ever sought treatment for alcoholism or drug abuse?
6. Has the Second Insured had life or health insurance declined, non-renewed, rated, modified, postponed or cancelled?...
7. Is the Second Insured bedridden at home or confined to a hospital, nursing home or long-term care facility?.....

Give complete details in the space provided below for all questions answered Yes. Attach separate sheet if necessary and be sure it is signed and dated.

Question Number	Date(s) of Treatment	Provide reason(s) for consultation(s), names(s) and addresses and phone number(s) of physician(s) and include details of treatment prescribed, result(s) of consultation(s), and medication(s) prescribed.

8. Has the Second Insured engaged in or plan to engage in flying as a pilot, student, or crew member, underwater diving, hang gliding, ultralight flying, skydiving, parachuting, ballooning, bungee jumping or mountain or rock climbing?
9. Does the Second Insured currently have an application for insurance pending with any other company?
 If Yes, please explain: _____
10. List life insurance and annuity policies in force on the life of the Second Insured:

Company	Policy Number	Year Issued	Plan	Amount	ADB Amount	Replaced

11. Beneficiary Designation for the Second Insured
 The Primary Beneficiary or Beneficiaries who survive the Second Insured by 120 hours shall share equally unless otherwise indicated.
- A. Primary Beneficiary, address and relationship to Second Insured _____

- B. Contingent Beneficiary, address and relationship to Second Insured _____

Signed at _____ this _____ day of _____, Year _____

Witnessed by _____ **X** _____
 Licensed Resident Agent Signature of Second Insured

Agency No. _____

AUTHORIZATION TO RELEASE AND USE CONFIDENTIAL INFORMATION

Name of Proposed Insured ("Applicant") _____

I, on behalf of myself (or the minor child named above), authorize any licensed physician, medical practitioner, hospital, clinic, pharmacy or pharmacy benefit manager, records custodians, other medical or medically related facility, insurance or reinsurance company, the Medical Information Bureau ("MIB"), consumer reporting agency, clearing house, employer or other organization or person that has any records or knowledge of me or my health to disclose to Assurity Life Insurance Company ("Company"), its reinsurers and/or consumer reporting agencies and their authorized representatives (provided, however, consumer reporting agencies may not collect information under this authorization from MIB):

- Information as to diagnosis, treatment and prognosis pertaining to medical history, mental or physical condition, pharmacy and/or prescription drug records, or treatment and information pertaining to mode of living (except as may be related directly or indirectly to sexual orientation), occupation, finances, avocations and other characteristics.
- Information on the diagnosis or treatment of Human Immunodeficiency Virus (HIV) infection and sexually transmitted diseases (**EXCEPT** information about Human Immunodeficiency Virus (HIV) infection for applicants residing in Maine or Vermont. **For residents of Maine, this authorization excludes disclosure of the results of a test for HIV if the Applicant has tested HIV positive but has not developed symptoms of the disease AIDS. Such test results shall not be discovered or published. Nothing in this caveat will prohibit this authorization from including the fact that the applicant has AIDS. For residents of Vermont, this authorization EXCLUDES the release of any information about previously administered tests for HIV antibodies, T-Cell counts, AIDS or ARC. The Proposed Insured IS NOT authorizing the Company to forward the results from any new test requested by the Company to any outside, non-affiliated company or any entity not under specific contract to perform underwriting services.**)
- Information on the diagnosis and treatment of mental illness and the use of alcohol, drugs, and tobacco, excluding psychotherapy notes.
- Information provided on my application to obtain driving records and credit information. The records obtained will be used to determine eligibility for insurance, including additional coverage to an existing policy. I authorize the release of any information contained in credit reports and driving records, including but not limited to information on motor vehicle accidents and/or violations.

I understand that this information may be released by the Company and/or its reinsurers to their consulting physicians, their attorneys, MIB, and to other insurance companies in which the Proposed Insured has policies or to whom applications may be made, or to whom claims for benefits have been made or may be submitted.

By my signature below, I acknowledge that any agreements I have made to restrict protected health information of the Proposed Insured do not apply to this authorization and I instruct any physician, health care professional, hospital clinic, medical facility, clearing house or other health care provider to release and disclose the Proposed Insured's entire medical record as described above without restriction. The medical information so acquired will be used to determine eligibility for insurance, including additional coverage to an existing policy. I understand that when information is used or disclosed pursuant to this authorization, it may be subject to re-disclosure by the Company, may no longer be protected by the federal rules governing privacy of health information, and that this information may only be redisclosed in accordance with other applicable laws or regulations.

This authorization is valid for twenty-four (24) months from the date of signature below (**EXCEPT for residents of Arizona, authorization to disclose HIV-related information is valid for 180 days from the date of the signature below**) for collecting information in connection with an application for an insurance policy or policy reinstatement, and a copy of this authorization is as valid as the original. I understand that I, or my authorized representative, will receive a copy of this authorization if requested. I understand that I have the right to revoke this authorization at any time by providing written notice to the Company. I understand that a revocation is not effective to the extent that action has been taken in reliance on this authorization. I further understand that if I refuse to sign this authorization, the Company may not be able to process this application.

Signature of Proposed Insured or Authorized Representative Date

Description of Authorized Representative or Relationship to Proposed Insured

AUTHORIZATION TO RELEASE AND USE CONFIDENTIAL MEDICAL INFORMATION

Name of Proposed Insured ("Applicant") _____

I, on behalf of myself or the person named above ("Applicant"), authorize any licensed physician, medical practitioner, hospital, clinic, pharmacy or pharmacy benefit manager, records custodians, other medical or medically related facility, insurance or reinsurance company, the Medical Information Bureau ("MIB"), consumer reporting agency, employer or other organization or person that has any records or knowledge of me or my health to disclose to Assurity Life Insurance Company ("Company") or Assurity's Parent Company, its reinsurers and/or consumer reporting agencies and their authorized representatives (provided, however, consumer reporting agencies may not collect information under this authorization from MIB):

- Psychotherapy notes.

I understand that this information may be released by the Company or Parent Company and/or its reinsurers to their consulting physicians, their attorneys, MIB, and to other insurance companies in which the Applicant has policies or to whom applications may be made, or to whom claims for benefits have been made or may be submitted.

By my signature below, I acknowledge that any agreements I have made to restrict protected health information of the Applicant do not apply to this authorization and I instruct any physician, health care professional, hospital clinic, medical facility, or other health care provider to release and disclose Applicant's entire psychotherapy notes as described above without restriction. The medical information so acquired will be used to determine eligibility for insurance (including additional coverage to an existing policy) and/or eligibility for benefits under a policy. I understand that when information is used or disclosed pursuant to this authorization, it may be subject to re-disclosure by the Company or Parent Company and may no longer be protected by the federal rules governing privacy of health information.

This authorization is valid for twelve (12) months from the date of signature below, and a copy of this authorization is as valid as the original. I understand that I have the right to revoke this authorization at any time by providing written notice to the Company or Parent Company. I understand that a revocation is not effective to the extent that action has been taken in reliance on this authorization. I understand that I may refuse to sign this authorization and that such refusal to sign will not affect the ability of the Applicant to obtain treatment. I further understand that if I refuse to sign this authorization, Company or Parent Company may not be able to process this application, or if coverage has been issued, may not be able to make any benefit payments.

I acknowledge receipt of notices required by the Fair Credit Reporting Act and MIB. I understand that I will receive a copy of this authorization upon request.

Any person who knowingly and with intent to injure, defraud, or deceive any insurance company, submits an application or files a statement of claim containing any false, incomplete or misleading information may be guilty of a criminal act punishable under the law.

Signature of Proposed Insured or Personal Representative _____ Date _____

Description of Personal Representative's Authority or Relationship to Insured _____

DESCRIPTION OF INFORMATION PRACTICES

including the notices required by the
Fair Credit Reporting Act and the **Medical Information Bureau, Inc.**

This notice is a general description of the information practices followed by Assurity Life Insurance Company, ("Company"), Assurity's reinsurers, and by Your Assurity agent.

NOTICE OF INVESTIGATIVE CONSUMER REPORT – Required by the Fair Credit Reporting Act

In the course of properly underwriting and administering Your insurance coverage, We rely on the information You provide in Your application. We may also seek personal information about You from others, and/or obtain an investigative consumer report. This is customary in the business world, and part of the normal underwriting procedure. Investigative consumer reports typically include information about Your character, occupation, finances and mode of living, except as relates to sexual orientation. This information will be obtained through personal interviews with Your friends, neighbors and associates. You may write to Us and request further information about the nature and scope of the report. You may also elect to be interviewed in connection with the preparation of an investigative consumer report. You are entitled to request and receive a copy of any investigative consumer report.

NOTICE OF ACQUISITION AND DISCLOSURE OF CONFIDENTIAL INFORMATION – Required by the Medical Information Bureau (MIB)

Information regarding Your insurability will be treated as confidential. In some situations, and as allowed by law, We may disclose necessary items of information to third parties without Your specific authorization. We, as well as Our reinsurers, may make a brief report regarding Your insurability to Medical Information Bureau, Inc. ("MIB"). MIB is a non-profit membership organization of life insurance companies that operates an information exchange on behalf of its members. If You apply for life or health insurance coverage, or submit a claim for benefits to another MIB member company, that company may request and receive information in MIB's files.

You have a right to be told about, to see and to copy information about You contained in Our files. You also have the right to seek correction of information You believe to be inaccurate. MIB will also arrange disclosure of any information it may have in Your file upon receipt of Your request. If You question the accuracy of information in MIB's file, You may contact MIB at the address below and seek a correction according to the procedures set forth in the Fair Credit Reporting Act.

If You have questions after reading this notice, You may write to Us at the address below. We would be happy to provide a more detailed description of Our information practices. If You are already an Assurity Life Insurance Company policyholder or insured, Your individual policy number will help Us in assisting You.

Company's Address

Assurity Life Insurance Company
Underwriting Department
PO Box 82533
Lincoln, Nebraska 68501-2533
Toll-Free No. (800) 276-7619, Ext. 4264

MIB'S Address

Medical Information Bureau, Inc
Information Office
PO Box 105, Essex Station
Boston, Massachusetts 02112
Telephone No. (617) 426-3660

CONDITIONAL RECEIPT

Please Read Carefully!

Received from _____ the sum of \$_____ paid with the attached Life Insurance Application to Assurity Life Insurance Company.

The Company agrees to insure the Proposed Insured if:

- a) the premium acknowledged by this Conditional Receipt is paid on or before the date of the Application; and
- b) the Proposed Insured, on the date of the Application, was insurable without special exception and at standard rates under the Company's underwriting rules and practices for the policy applied for.

The terms of Conditional Insurance:

1. This Conditional Receipt is governed by the terms of the Policy applied for.
2. The total amount of life insurance in this Company, which may be effective on the life of the Proposed Insured, shall not exceed \$150,000 net amount at risk.
3. If the Proposed Insured dies before the policy is delivered to the Proposed Insured, the Company's sole obligation shall be to return the premiums paid to the estate of the Proposed Insured.
4. If a policy differing in form, amount or premium from that applied for is offered, no insurance shall be considered in effect under the application referred to herein unless and until the full premium is paid and a policy is immediately delivered to and accepted by the Proposed Insured.
5. This receipt is not transferable and will not be valid for any sum in excess of the sum set forth above. It will not be valid for any purpose if any alterations have been made in the printed form.
6. No agent or medical examiner has authority to waive the answer to any questions in the application, to pass on insurability, to waive any of the Company's rights or requirements or to make or alter any contract.
7. This receipt shall not be valid if any check or draft given for payment is not honored upon presentation.
8. This Conditional Receipt terminates 60 days after the Application date, or when the Policy applied for becomes effective, whichever occurs first.

Dated: _____ Agent: _____

AUTHORIZATION TO RELEASE AND USE CONFIDENTIAL INFORMATION

Name of Proposed Insured ("Applicant") _____

I, on behalf of myself (or the minor child named above), authorize any licensed physician, medical practitioner, hospital, clinic, pharmacy or pharmacy benefit manager, records custodians, other medical or medically related facility, insurance or reinsurance company, the Medical Information Bureau ("MIB"), consumer reporting agency, clearing house, employer or other organization or person that has any records or knowledge of me or my health to disclose to Assurity Life Insurance Company ("Company"), its reinsurers and/or consumer reporting agencies and their authorized representatives (provided, however, consumer reporting agencies may not collect information under this authorization from MIB):

- Information as to diagnosis, treatment and prognosis pertaining to medical history, mental or physical condition, pharmacy and/or prescription drug records, or treatment and information pertaining to mode of living (except as may be related directly or indirectly to sexual orientation), occupation, finances, avocations and other characteristics.
- Information on the diagnosis or treatment of Human Immunodeficiency Virus (HIV) infection and sexually transmitted diseases (**EXCEPT** information about Human Immunodeficiency Virus (HIV) infection for applicants residing in Maine or Vermont. **For residents of Maine, this authorization excludes disclosure of the results of a test for HIV if the Applicant has tested HIV positive but has not developed symptoms of the disease AIDS. Such test results shall not be discovered or published. Nothing in this caveat will prohibit this authorization from including the fact that the applicant has AIDS. For residents of Vermont, this authorization EXCLUDES the release of any information about previously administered tests for HIV antibodies, T-Cell counts, AIDS or ARC. The Proposed Insured IS NOT authorizing the Company to forward the results from any new test requested by the Company to any outside, non-affiliated company or any entity not under specific contract to perform underwriting services.**)
- Information on the diagnosis and treatment of mental illness and the use of alcohol, drugs, and tobacco, excluding psychotherapy notes.
- Information provided on my application to obtain driving records and credit information. The records obtained will be used to determine eligibility for insurance, including additional coverage to an existing policy. I authorize the release of any information contained in credit reports and driving records, including but not limited to information on motor vehicle accidents and/or violations.

I understand that this information may be released by the Company and/or its reinsurers to their consulting physicians, their attorneys, MIB, and to other insurance companies in which the Proposed Insured has policies or to whom applications may be made, or to whom claims for benefits have been made or may be submitted.

By my signature below, I acknowledge that any agreements I have made to restrict protected health information of the Proposed Insured do not apply to this authorization and I instruct any physician, health care professional, hospital clinic, medical facility, clearing house or other health care provider to release and disclose the Proposed Insured's entire medical record as described above without restriction. The medical information so acquired will be used to determine eligibility for insurance, including additional coverage to an existing policy. I understand that when information is used or disclosed pursuant to this authorization, it may be subject to re-disclosure by the Company, may no longer be protected by the federal rules governing privacy of health information, and that this information may only be redisclosed in accordance with other applicable laws or regulations.

This authorization is valid for twenty-four (24) months from the date of signature below (**EXCEPT for residents of Arizona, authorization to disclose HIV-related information is valid for 180 days from the date of the signature below**) for collecting information in connection with an application for an insurance policy or policy reinstatement, and a copy of this authorization is as valid as the original. I understand that I, or my authorized representative, will receive a copy of this authorization if requested. I understand that I have the right to revoke this authorization at any time by providing written notice to the Company. I understand that a revocation is not effective to the extent that action has been taken in reliance on this authorization. I further understand that if I refuse to sign this authorization, the Company may not be able to process this application.

Signature of Proposed Insured or Authorized Representative Date

Description of Authorized Representative or Relationship to Proposed Insured

AUTHORIZATION TO RELEASE AND USE CONFIDENTIAL MEDICAL INFORMATION

Name of Proposed Insured ("Applicant") _____

I, on behalf of myself or the person named above ("Applicant"), authorize any licensed physician, medical practitioner, hospital, clinic, pharmacy or pharmacy benefit manager, records custodians, other medical or medically related facility, insurance or reinsurance company, the Medical Information Bureau ("MIB"), consumer reporting agency, employer or other organization or person that has any records or knowledge of me or my health to disclose to Assurity Life Insurance Company ("Company") or Assurity's Parent Company, its reinsurers and/or consumer reporting agencies and their authorized representatives (provided, however, consumer reporting agencies may not collect information under this authorization from MIB):

- Psychotherapy notes.

I understand that this information may be released by the Company or Parent Company and/or its reinsurers to their consulting physicians, their attorneys, MIB, and to other insurance companies in which the Applicant has policies or to whom applications may be made, or to whom claims for benefits have been made or may be submitted.

By my signature below, I acknowledge that any agreements I have made to restrict protected health information of the Applicant do not apply to this authorization and I instruct any physician, health care professional, hospital clinic, medical facility, or other health care provider to release and disclose Applicant's entire psychotherapy notes as described above without restriction. The medical information so acquired will be used to determine eligibility for insurance (including additional coverage to an existing policy) and/or eligibility for benefits under a policy. I understand that when information is used or disclosed pursuant to this authorization, it may be subject to re-disclosure by the Company or Parent Company and may no longer be protected by the federal rules governing privacy of health information.

This authorization is valid for twelve (12) months from the date of signature below, and a copy of this authorization is as valid as the original. I understand that I have the right to revoke this authorization at any time by providing written notice to the Company or Parent Company. I understand that a revocation is not effective to the extent that action has been taken in reliance on this authorization. I understand that I may refuse to sign this authorization and that such refusal to sign will not affect the ability of the Applicant to obtain treatment. I further understand that if I refuse to sign this authorization, Company or Parent Company may not be able to process this application, or if coverage has been issued, may not be able to make any benefit payments.

I acknowledge receipt of notices required by the Fair Credit Reporting Act and MIB. I understand that I will receive a copy of this authorization upon request.

Any person who knowingly and with intent to injure, defraud, or deceive any insurance company, submits an application or files a statement of claim containing any false, incomplete or misleading information may be guilty of a criminal act punishable under the law.

Signature of Proposed Insured or Personal Representative _____ Date _____

Description of Personal Representative's Authority or Relationship to Insured _____

ASSURITY LIFE INSURANCE COMPANY

1526 K Street • PO Box 82533
Lincoln, NE 68501-2533
Phone: 800-869-0355 • Fax 402-437-4658

Modified Endowment Contract Disclosure Statement

The Technical and Miscellaneous Revenue Act of 1988 created a new class of life insurance contracts known as Modified Endowment Contracts. The principal purpose of this law was to restrict the use of life insurance as an investment. The law accomplished this by limiting the amount of premium that is allowed to be paid into a life insurance contract. The allowable amount of premium is dependent on the death benefit. If the calculated premium limits (defined in TAMRA 1988 code section 7702A) for a life insurance contract are exceeded, the life insurance contract becomes a Modified Endowment Contract.

The plan of insurance as illustrated for you exceeds the calculated allowable premium limits and would therefore be considered a Modified Endowment Contract. A policy that is a Modified Endowment Contract has the following implications for you:

- 1) Money distributed from a Modified Endowment Contract by cash distributions, withdrawals, loans, or assignments, will be considered taxable income until all gain, if any, has been distributed.
- 2) The taxable income amounts will also be subject to a 10% penalty tax unless you have attained age 59 1/2, become disabled, or you annuitize the entire cash value. (If the policy owner is a corporation, such proceeds are subject to the 10% penalty tax at any time).
- 3) Death benefits of Modified Endowment Contracts paid to any named beneficiary are treated as life insurance proceeds and therefore are not subject to income tax.

I acknowledge that I have read this disclosure statement and understand that the plan of insurance illustrated is a Modified Endowment Contract and therefore subject to special tax treatment as outlined above.

Owner

Date

Agent

Date

ASSURITY LIFE INSURANCE COMPANY

1526 K Street • P.O. Box 82533 • Lincoln, NE 68501-2533 • 800-869-0355

TRANSFER/1035 EXCHANGE FORM

Financial Institution Name: _____

Phone Number: _____

Address: _____

Account/Policy Number: _____

City _____ State _____ Zip _____

Investment Vehicle: _____
(CD, Mutual Fund, Life Insurance, Annuity, etc.)

Insured/Annuitant's name _____

Social security number _____

Owner's Name (complete if Insured is NOT the owner) _____

Social security number _____

Contract Statement (check one):
 Contract attached. Certificate of lost contract – I certify that the above-numbered contract has been lost or destroyed.

Beneficiary Designation and Absolute Assignment to Effect Section 1035 Exchange of Annuity or Life Insurance Policy

Please liquidate and transfer, All \$ _____ _____ %

of my account listed above to an Assurity Life Insurance Company Annuity. I am aware of and accept any surrender or withdrawal penalties that may be applied and request that proof of any such penalties be provided with the proceeds.

Assignment statement: I hereby assign all rights, title and interest in the above contract/policy, or the portion thereof indicated above if this is a partial exchange, with the above company to Assurity Life Insurance Company, in consideration of Assurity Life Insurance Company's agreement to issue its own contract on me. The new contract issued by Assurity will show a purchase payment equal to the value transferred to Assurity. I understand that if for any reason the existing insurance carrier issues a check for the original contract directly to me, I am obligated to endorse such check to Assurity only and to deliver such check to Assurity.

Notice regarding partial 1035 exchanges and exchanges to existing contracts: Partial exchanges with subsequent withdrawals or annuitizations may be subject to IRS challenge if entered into for the purpose of avoiding premature withdrawal or other penalties. Also, the Internal Revenue Service has not issued guidelines regarding the apportionment of basis between contracts involved in partial exchanges. Until such guidance is issued, Assurity will utilize a pro-rata formula for such apportionment. While Assurity believes this will be consistent with any IRS guidelines ultimately issued, these guidelines could mandate a different allocation method. Exchanges into existing contracts should be approached cautiously, and only after consultation with a tax advisor, since the IRS has not yet issued definitive guidance regarding the permissibility of such exchanges.

Surrender direction: This is intended to be a nontaxable exchange under Internal Revenue Code section 1035. By signing this form, I hereby direct the current institution to surrender my contract/policy (or to process a partial surrender or withdrawal if this is a partial exchange) and to transfer the proceeds directly to Assurity .

Qualified and Non-Qualified Direct Custodial Transfer Request

Type of Plan

Traditional IRA SEP IRA SIMPLE IRA Roth IRA 401(k) 403(b) QRP Non-Qualified

Authorization

Please liquidate and transfer,

All \$ _____ _____ %

of my account listed above to an Assurity Life Insurance Company Annuity. I am aware of and accept any surrender or withdrawal penalties that may be applied and request that proof of any such penalties be provided with the proceeds.

Owner's Signature

Signature of owner _____

Date _____

Signature of Joint Owner (if applicable) _____

Date _____

Make check payable to: Assurity Life Insurance Company
Assurity Contract No.: _____
FBO: _____

Place signature guarantee here, if required

Assurity Life Insurance Company Acceptance

Assurity Life Insurance Company agrees to accept funds from the above Plan established for the above named individual and requests the liquidation and transfer of the assets indicated above.

By: _____
Officer of the Company

Title

_____ Date

ASSURITY LIFE INSURANCE COMPANY

1526 K Street • P.O. Box 82533 • Lincoln, NE 68501-2533 • 800-869-0355

TRANSFER/1035 EXCHANGE FORM

Financial Institution Name: _____

Phone Number: _____

Address: _____

Account/Policy Number: _____

City _____ State _____ Zip _____

Investment Vehicle: _____
(CD, Mutual Fund, Life Insurance, Annuity, etc.)

Insured/Annuitant's name _____

Social security number _____

Owner's Name (complete if Insured is NOT the owner) _____

Social security number _____

Contract Statement (check one):
 Contract attached. Certificate of lost contract – I certify that the above-numbered contract has been lost or destroyed.

Beneficiary Designation and Absolute Assignment to Effect Section 1035 Exchange of Annuity or Life Insurance Policy

Please liquidate and transfer, All \$ _____ _____ %

of my account listed above to an Assurity Life Insurance Company Annuity. I am aware of and accept any surrender or withdrawal penalties that may be applied and request that proof of any such penalties be provided with the proceeds.

Assignment statement: I hereby assign all rights, title and interest in the above contract/policy, or the portion thereof indicated above if this is a partial exchange, with the above company to Assurity Life Insurance Company, in consideration of Assurity Life Insurance Company's agreement to issue its own contract on me. The new contract issued by Assurity will show a purchase payment equal to the value transferred to Assurity. I understand that if for any reason the existing insurance carrier issues a check for the original contract directly to me, I am obligated to endorse such check to Assurity only and to deliver such check to Assurity.

Notice regarding partial 1035 exchanges and exchanges to existing contracts: Partial exchanges with subsequent withdrawals or annuitizations may be subject to IRS challenge if entered into for the purpose of avoiding premature withdrawal or other penalties. Also, the Internal Revenue Service has not issued guidelines regarding the apportionment of basis between contracts involved in partial exchanges. Until such guidance is issued, Assurity will utilize a pro-rata formula for such apportionment. While Assurity believes this will be consistent with any IRS guidelines ultimately issued, these guidelines could mandate a different allocation method. Exchanges into existing contracts should be approached cautiously, and only after consultation with a tax advisor, since the IRS has not yet issued definitive guidance regarding the permissibility of such exchanges.

Surrender direction: This is intended to be a nontaxable exchange under Internal Revenue Code section 1035. By signing this form, I hereby direct the current institution to surrender my contract/policy (or to process a partial surrender or withdrawal if this is a partial exchange) and to transfer the proceeds directly to Assurity .

Qualified and Non-Qualified Direct Custodial Transfer Request

Type of Plan
 Traditional IRA SEP IRA SIMPLE IRA Roth IRA 401(k) 403(b) QRP Non-Qualified

Authorization

Please liquidate and transfer,
 All \$ _____ _____ %

of my account listed above to an Assurity Life Insurance Company Annuity. I am aware of and accept any surrender or withdrawal penalties that may be applied and request that proof of any such penalties be provided with the proceeds.

Owner's Signature

Signature of owner _____ Date _____

Signature of Joint Owner (if applicable) _____ Date _____

Make check payable to: Assurity Life Insurance Company
Assurity Contract No.: _____
FBO: _____

Place signature guarantee here, if required

Assurity Life Insurance Company Acceptance

Assurity Life Insurance Company agrees to accept funds from the above Plan established for the above named individual and requests the liquidation and transfer of the assets indicated above.

By: _____
Officer of the Company Title Date

ASSURITY LIFE INSURANCE COMPANY

1526 K Street - PO Box 82533
Lincoln, NE 68501-2533
Toll Free 800-276-7619, Ext. 4264

TEXAS GUARANTY FUND DISCLOSURE STATEMENT

Important Information About Coverage Under the Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association.

Texas law establishes a system, administered by the Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association (the "Association"), to protect policyholders if their life or health insurance company fails to or cannot meet its contractual obligations. Only the policyholders of insurance companies which are members of the Association are eligible for this protection. However, even if a company is a member of the Association, protection is limited and policyholders must meet certain guidelines to qualify.) the law is found in the Texas Insurance Code, Article 21.28-D.)

BECAUSE OF STATUTORY LIMITATIONS ON POLICYHOLDER PROTECTION, IT IS POSSIBLE THAT THE ASSOCIATION MAY NOT COVER YOUR POLICY OR MAY NOT COVER YOUR POLICY IN FULL.

Eligibility for Protection by the Association

When an insurance company, which is a member of the Association, is designated as impaired by the Texas by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas at the time that their insurance company is impaired; or
- Residents of other states, ONLY if the following conditions are met:
 1. The Policyholder has a policy with a company based in Texas;
 2. The company has never held a license in the policyholder's state of residence;
 3. The policyholder's state of residence has a similar guaranty association; and
 4. The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

Limits of Protection by Association

Accident, Accident and Health, or Health Insurance

- Up to a total of \$200,000 for one or more policies for each individual covered.

Life Insurance

- Net cash surrender value up to a total of \$100,000 under one or more policies on any one life; or
- Death benefits up to a total of \$300,000 under one or more policies on any one life.

Annuities

- Net cash surrender amount up to a total of \$100,000 under one or more policies owned by one contract holder.

Group Annuities

- Net cash surrender amount up to \$100,000 in allocated benefits under one or more policies owned by one contract holder; or
- Net cash surrender amount up to \$5,000,000 in unallocated benefits under one contract holder regardless of the number of contracts.

THE INSURANCE COMPANY AND ITS AGENTS ARE PROHIBITED BY LAW FROM USING THE EXISTENCE OF THE ASSOCIATION FOR THE PURPOSE OF SALES, SOLICITATION, OR INDUCEMENT TO PURCHASE ANY FORMS OR INSURANCE.

When you are selecting an insurance company, you should not rely on coverage by the Association.

Texas Life, Accident Health and
Hospital Service Insurance
Guaranty Association
6504 Bridge Point Parkway, Suite 450
Austin, TX 78730
800-982-6362
www.txlifega.org

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
800-252-3439

ASSURITY LIFE INSURANCE COMPANY

1526 K Street - PO Box 82533
Lincoln, NE 68501-2533
Toll Free 800-276-7619, Ext. 4264

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Eligibility for Protection by the Association

When an insurance company, which is a member of the Association, is designated as impaired by the Texas by the Texas Commissioner of Insurance, the Association provides coverage to policyholders who are:

- Residents of Texas at the time that their insurance company is impaired; or
- Residents of other states, ONLY if the following conditions are met:
 1. The Policyholder has a policy with a company based in Texas;
 2. The company has never held a license in the policyholder's state of residence;
 3. The policyholder's state of residence has a similar guaranty association; and
 4. The policyholder is *not eligible* for coverage by the guaranty association of the policyholder's state of residence.

Limits of Protection by Association

Accident, Accident and Health, or Health Insurance

- Up to a total of \$200,000 for one or more policies for each individual covered.

Life Insurance

- Net cash surrender value up to a total of \$100,000 under one or more policies on any one life; or
- Death benefits up to a total of \$300,000 under one or more policies on any one life.

Annuities

- Net cash surrender amount up to a total of \$100,000 under one or more policies owned by one contract holder.

Group Annuities

- Net cash surrender amount up to \$100,000 in allocated benefits under one or more policies owned by one contract holder; or
- Net cash surrender amount up to \$5,000,000 in unallocated benefits under one contract holder regardless of the number of contracts.

THE INSURANCE COMPANY AND ITS AGENTS ARE PROHIBITED BY LAW FROM USING THE EXISTENCE OF THE ASSOCIATION FOR THE PURPOSE OF SALES, SOLICITATION, OR INDUCEMENT TO PURCHASE ANY FORMS OR INSURANCE.

When you are selecting an insurance company, you should not rely on coverage by the Association.

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Austin, TX 78714-9104
800-252-3439



**ACCELERATED BENEFITS RIDER
DISCLOSURE STATEMENT**

**BENEFITS PAID UNDER THE ACCELERATED BENEFITS RIDER MAY BE TAXABLE.
YOU SHOULD CONSULT YOUR TAX ADVISOR TO DISCUSS THIS.**

The Rider provides early (pre-death) payments of life insurance proceeds if the Insured is receiving Community Care as defined in the Accelerated Benefits Rider. Benefits are only paid at Your option and on Your request. The terms and conditions are detailed in the attached Rider. **THIS RIDER IS NOT INTENDED TO PROVIDE HEALTH INSURANCE, NURSING HOME INSURANCE OR LONG TERM CARE INSURANCE. IT MAY NOT COVER ALL NURSING HOME EXPENSES. IT DOES NOT COVER HOME CARE OR ADULT DAY CARE SERVICES.**

Cash Values, if any, and Death Benefits are reduced and may terminate if You receive Accelerated Benefits.

BENEFITS PAID UNDER THIS RIDER MAY AFFECT ELIGIBILITY FOR PUBLIC ASSISTANCE

Receipt of acceleration of life insurance benefits may affect You, Your spouse or Your family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect You, Your spouse, and Your family's eligibility for public assistance.

Accelerated Benefit payments may adversely affect Your eligibility for Medicaid or other government benefits or entitlements.

Your signature and the agent's signature below indicates that You received this **DISCLOSURE STATEMENT** with a sample Rider at the time or before You applied for coverage.

You will get another copy of this **DISCLOSURE STATEMENT** if and when You request Accelerated Benefits.

Dated this _____ day of _____, _____.

Signature of Applicant

Signature of Agent

R T52 DISC (TX)



**ACCELERATED BENEFITS RIDER
DISCLOSURE STATEMENT**

**BENEFITS PAID UNDER THE ACCELERATED BENEFITS RIDER MAY BE TAXABLE.
YOU SHOULD CONSULT YOUR TAX ADVISOR TO DISCUSS THIS.**

The Rider provides early (pre-death) payments of life insurance proceeds if the Insured is receiving Community Care as defined in the Accelerated Benefits Rider. Benefits are only paid at Your option and on Your request. The terms and conditions are detailed in the attached Rider. **THIS RIDER IS NOT INTENDED TO PROVIDE HEALTH INSURANCE, NURSING HOME INSURANCE OR LONG TERM CARE INSURANCE. IT MAY NOT COVER ALL NURSING HOME EXPENSES. IT DOES NOT COVER HOME CARE OR ADULT DAY CARE SERVICES.**

Cash Values, if any, and Death Benefits are reduced and may terminate if You receive Accelerated Benefits.

BENEFITS PAID UNDER THIS RIDER MAY AFFECT ELIGIBILITY FOR PUBLIC ASSISTANCE

Receipt of acceleration of life insurance benefits may affect You, Your spouse or Your family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect You, Your spouse, and Your family's eligibility for public assistance.

Accelerated Benefit payments may adversely affect Your eligibility for Medicaid or other government benefits or entitlements.

Your signature and the agent's signature below indicates that You received this **DISCLOSURE STATEMENT** with a sample Rider at the time or before You applied for coverage.

You will get another copy of this **DISCLOSURE STATEMENT** if and when You request Accelerated Benefits.

Dated this _____ day of _____, _____.

Signature of Applicant

Signature of Agent

R T52 DISC (TX)

ACCELERATED BENEFITS RIDER - COMMUNITY CARE

DEATH BENEFITS, CASH VALUES AND LOAN VALUES WILL BE REDUCED IF AN ACCELERATION OF LIFE INSURANCE BENEFIT IS PAID

Receipt of acceleration of life insurance benefits may affect You, Your spouse or Your family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect You, Your spouse and Your family's eligibility for public assistance.

BENEFITS PAID UNDER THIS RIDER MAY BE TAXABLE. YOU SHOULD CONSULT YOUR TAX ADVISOR TO DISCUSS THIS.

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.

This Rider provides an accelerated payment of Policy Proceeds under conditions specified in this Rider. It is not intended to provide health, nursing home or long term care insurance. Cash values, loan values, if any, and death benefits will be reduced if You receive an accelerated benefit. Benefit payments may affect qualifications for entitlement payments.

The acceleration of life insurance benefits, related charges, interest, discounts or liens, if applicable, and the balance of the Death Benefit of the life insurance Policy shall constitute full settlement on maturity of the Face Amount of the Policy. Reductions in Cash Values by the acceleration of life insurance benefits, related charges and interest, shall not be unjust and shall not exceed an amount equal to the pro rata portion of the Cash Value associated with the Death Benefit used in providing the Benefit.

Assurity Life Insurance Company has attached this Rider to Your Policy. This Rider is a part of Your Policy. The terms, definitions and provisions of Your Policy apply to this Rider unless We otherwise inform You.

DEFINITIONS

- Activities of Daily Living:** The basic human functional abilities required for you to remain independent. They are as follows:
 - **Bathing** - The ability to wash oneself by sponge bath or in either a tub or shower, including the task of getting into or out of the tub or shower.
 - **Continence** - The ability to maintain control of bowel and bladder function. When unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene, including caring for the catheter or colostomy bag.
 - **Dressing** - The ability to put on and take off items of clothing and any necessary braces, fasteners, or artificial limbs.
 - **Eating** - The ability to feed oneself by getting food into the body from a receptacle, such as a plate, cup, or table, or by feeding tube or intravenously.
 - **Toileting** - The ability to get to and from the toilet, getting on and off the toilet and performing associated personal hygiene.
 - **Transferring** - The ability to move into or out of a bed, chair, or wheelchair or to move from place to place, either via walking, a wheelchair, or other means.

2. **Assisted Living Facility:** A facility that is primarily engaged in providing ongoing care and related services to at least ten inpatients in one location and meets all of the following criteria:
- licensed by the appropriate licensing agency, if the state in which it operates licenses, or if not licensed, meets all remaining criteria below;
 - provides 24 hour a day care and services sufficient to support needs resulting from the inability to perform Activities of Daily Living, or due to Cognitive Impairment; and
 - has a trained and ready to respond employee on duty at all times to provide care; and
 - provides three meals a day and accommodates special dietary needs; and
 - has formal arrangements with a Physician or nurses to furnish medical care in case of an emergency; and
 - have appropriate methods and procedures for handling and administering drugs and biologicals.

3. **Cognitive Impairment:** A deficiency in a person's short term or long term memory, orientation as to person, place or time, deductive or abstract reasoning, or judgement as it relates to safety awareness. It may include exhibition of:

- abusive or combative behavior; or
- poor judgement; or
- bizarre hygiene or habits which require continual supervision to protect the Insured and others.

Cognitive Impairment is measured by clinical evidence and standardized tests and is based on an impairment indicated in the following areas:

- short or long term memory; or
- recognition of who or where one is; or time of day, month or year; or one's deductive or abstract reasoning.

4. **Community Care:** Care or services provided by a Home Health Care Practitioner in the Insured's Home or in an Assisted Living Facility. An expense for Home Health Care is incurred on the date the service is performed.

5. **Home:** Your private residence, a residential care facility, a rest home, a boarding home, a home for the aged, a community living center or a place that provides domiciliary or retirement care. It does not include a nursing home care facility, a hospital or a hospice care facility.

6. **Home Health Care Agency:** An agency or organization which:

- is specialized in giving nursing care or therapeutic services in the home; and
- is licensed to provide such care or services by the appropriate state licensing agency or authority where the service is performed or is Medicare certified as a Home Health Care Agency; and
- maintains a complete medical record and plan of care for each patient; and
- is operating within the scope of its license or certification.

7. **Home Health Care Practitioner:** An individual who is qualified to provide Home Health Care. A Home Health Care Practitioner includes the following: a home health aide, certified nurse assistant, medical social worker, occupational therapist, speech therapist, physical therapist, total parenteral nutrition specialist, enterostomal specialist, chemotherapy specialist, licensed visiting nurse, licensed vocational nurse (LVN), licensed practical nurse (LPN), or a licensed graduate nurse (RN). A practitioner whose specialty is not listed here may be used if approved by us prior to the practitioner providing the service. A Home Health Care Practitioner

- must be licensed in the state or recognized as such by the state in which the care is given; and
- may not be a family member; and
- may not reside at the Insured's address; and
- must present a charge for the care given which the Insured is legally responsible to pay; and
- must be employed or contracted by a Home Health Care Agency.

8. **Monthly Accelerated Benefit Amount:** A fixed monthly payment equal to the lesser of 1% of the Policy Face Amount, reduced by any outstanding Policy loans, or \$3,000. The Monthly Accelerated Benefit Amount will be determined as of the date We receive Your written request to receive the Rider Benefit.

9. **Physician:** A duly licensed physician practicing within the scope of his or her license. It does not include You or family members of either You or the Owner.
10. **Physician's Statement:** A written statement signed by a Physician which
 - gives the Physician's diagnosis of Your medical condition; and
 - states that for a period of 90 days or more, You have received Community Care and are expected to continue to receive Community Care due to Your inability to perform two or more Activities of Daily Living or is suffering from a Cognitive Impairment.

RIDER BENEFIT

Subject to Rider Conditions, You can receive the Monthly Accelerated Benefit Amount during the Insured's life if all the Rider Conditions are met. There are four types of Rider Conditions.

- A. **Conversion Conditions.** These Rider Conditions control from which Policy(s) the Rider Benefit can be requested. If You are not the Policy Owner, You must have the Owner's permission to request the Rider Benefit.
 1. You can combine all in force Assurity Single Premium Endowment at Age 110 policies issued on the life of the Insured when requesting the Rider Benefit.
 2. The Face Amount of the Policy(s) remaining after deducting the total of all Monthly Accelerated Benefit Amounts must be at least \$15,000.
 3. You can only elect to receive the Rider Benefit one time.
- B. **Election Conditions.** These Rider Conditions tell You how to elect to receive the Rider Benefit.
 1. You must request the Rider Benefit in writing.
 2. You must send the request for the Rider Benefit to the Home Office.
 3. You must send Us the Policy(s) You are converting with Your request.
 4. You must provide Us with a Physician's Statement.
- C. **Voluntary Conditions.** This Rider Benefit is only available if You take it on Your own. YOU CANNOT REQUEST THE RIDER BENEFIT IF YOU ARE REQUIRED BY LAW TO
 1. Use the Rider Benefit to pay creditors' claims; or
 2. Use the Rider Benefit to qualify for a government benefit.
- D. **General Conditions.** You cannot request the Rider Benefit
 - during the first 90 days from the Policy(s) Date of Issue; or
 - if Your Policy(s) is assigned or has a Beneficiary You cannot change on Your own.

The Monthly Accelerated Benefit payments will continue until the sum of all Monthly Accelerated Benefits received subtracted from the unadjusted Policy Face Amount equals \$15,000, or for a maximum of 60 months, whichever occurs first. If the Insured dies while receiving the Rider Benefit, We will pay the Beneficiary the balance of the remaining Monthly Accelerated Benefit payments. Upon written notification that You no longer require Community Care, Monthly Accelerated Benefit payments will cease.

ADJUSTMENTS TO THE POLICY

- The following adjustments will be made to the Policy after an Accelerated Benefit Payment is made:
1. The policy's face amount will be reduced each month by the amount of monthly benefit payment. The policy's guaranteed cash value will be reduced each month by the amount of the guaranteed cash value associated with the face amount accelerated. We will mail a revised Policy Schedule to the Owner for attachment to the Policy which reflects the adjustments resulting from the Accelerated Benefit payment.
 2. We will provide You with a payment contract that explains how We make payments of the Monthly Accelerated Benefits. Payment contracts cannot be assigned.

TERMINATION

This Rider will automatically terminate on the earlier of:

- the date We approve Your written request; or
- the termination date of the Policy to which this Rider is attached.

Assurity Life Insurance Company has signed this Rider
on Your Policy's Date of Issue.

Sample Rider

President

Secretary

Assurity Life Insurance Company

1526 K Street, P.O. Box 82533, Lincoln, Nebraska 68501-2533 • (800) 627-7212



**ACCELERATED BENEFITS RIDER
DISCLOSURE STATEMENT**

**BENEFITS PAID UNDER THE ACCELERATED BENEFITS RIDER MAY BE TAXABLE.
YOU SHOULD CONSULT YOUR TAX ADVISOR TO DISCUSS THIS.**

The Rider provides early (pre-death) payments of life insurance proceeds if the Insured is receiving Confined Care as defined in the Accelerated Benefits Rider. Benefits are only paid at Your option and on Your request. The terms and conditions are detailed in the attached Rider. **THIS RIDER IS NOT INTENDED TO PROVIDE HEALTH INSURANCE, NURSING HOME INSURANCE OR LONG TERM CARE INSURANCE. IT MAY NOT COVER ALL NURSING HOME EXPENSES. IT DOES NOT COVER HOME CARE OR ADULT DAY CARE SERVICES.**

Cash Values, if any, and Death Benefits are reduced and may terminate if You receive Accelerated Benefits.

BENEFITS PAID UNDER THIS RIDER MAY AFFECT ELIGIBILITY FOR PUBLIC ASSISTANCE

Receipt of acceleration of life insurance benefits may affect You, Your spouse or Your family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect You, Your spouse, and Your family's eligibility for public assistance.

Accelerated Benefit payments may adversely affect Your eligibility for Medicaid or other government benefits or entitlements.

Your signature and the agent's signature below indicates that You received this **DISCLOSURE STATEMENT** with a sample Rider at the time or before You applied for coverage.

You will get another copy of this **DISCLOSURE STATEMENT** if and when You request Accelerated Benefits.

Dated this _____ day of _____, _____.

Signature of Applicant

Signature of Agent

R T53 DISC (TX)



**ACCELERATED BENEFITS RIDER
DISCLOSURE STATEMENT**

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The Rider provides early (pre-death) payments of life insurance proceeds if the Insured is receiving Confined Care as defined in the Accelerated Benefits Rider. Benefits are only paid at Your option and on Your request. The terms and conditions are detailed in the attached Rider. **THIS RIDER IS NOT INTENDED TO PROVIDE HEALTH INSURANCE, NURSING HOME INSURANCE OR LONG TERM CARE INSURANCE. IT MAY NOT COVER ALL NURSING HOME EXPENSES. IT DOES NOT COVER HOME CARE OR ADULT DAY CARE SERVICES.**

Cash Values, if any, and Death Benefits are reduced and may terminate if You receive Accelerated Benefits.

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Receipt of acceleration of life insurance benefits may affect You, Your spouse or Your family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect You, Your spouse, and Your family's eligibility for public assistance.

Accelerated Benefit payments may adversely affect Your eligibility for Medicaid or other government benefits or entitlements.

Your signature and the agent's signature below indicates that You received this **DISCLOSURE STATEMENT** with a sample Rider at the time or before You applied for coverage.

You will get another copy of this **DISCLOSURE STATEMENT** if and when You request Accelerated Benefits.

Dated this _____ day of _____, _____.

Signature of Applicant

Signature of Agent

R T53 DISC (TX)

ACCELERATED BENEFITS RIDER - CONFINED CARE

DEATH BENEFITS, CASH VALUES AND LOAN VALUES WILL BE REDUCED IF AN ACCELERATION OF LIFE INSURANCE BENEFIT IS PAID

Receipt of acceleration of life insurance benefits may affect You, Your spouse or Your family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect You, Your spouse and Your family's eligibility for public assistance.

BENEFITS PAID UNDER THIS RIDER MAY BE TAXABLE. YOU SHOULD CONSULT YOUR TAX ADVISOR TO DISCUSS THIS.

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.

This Rider provides an accelerated payment of Policy Proceeds under conditions specified in this Rider. It is not intended to provide health, nursing home or long term care insurance. Cash values, loan values, if any, and death benefits will be reduced if You receive an accelerated benefit. Benefit payments may affect qualifications for entitlement payments.

The acceleration of life insurance benefits, related charges, interest, discounts or liens, if applicable, and the balance of the Death Benefit of the life insurance Policy shall constitute full settlement on maturity of the Face Amount of the Policy. Reductions in Cash Values by the acceleration of life insurance benefits, related charges and interest shall not be unjust and shall not exceed an amount equal to the pro rata portion of the Cash Value associated with the Death Benefit used in providing the Benefit.

Assurity Life Insurance Company has attached this Rider to Your Policy. This Rider is a part of Your Policy. The terms, definitions and provisions of Your Policy apply to this Rider unless We otherwise inform You.

DEFINITIONS

1. **Confined Care:** Full time, permanent residence in a Nursing Home until death.
2. **Monthly Accelerated Benefit Amount:** A fixed monthly payment equal to the lesser of 2% of the Policy Face Amount, reduced by any outstanding Policy loans, or \$5,000. The Monthly Accelerated Benefit Amount will be determined as of the date We receive Your written request to receive the Rider Benefit.
3. **Nursing Home:** An institution which is not primarily a residential facility and which
 - is a Medicare-approved Skilled Nursing Facility; or
 - is state licensed as a Skilled Nursing or Intermediate Care Facility; or
 - meets all the following:
 - is state licensed as a Nursing Home; and
 - primarily provides nursing care; and
 - is supervised by a Registered or Licensed Practical Nurse; and
 - keeps daily patient medical records; and
 - records and controls all medications it gives.

4. **Physician:** A duly licensed physician practicing within the scope of his or her license. It does not include You or family members of either You or the Owner.
5. **Physician's Statement:** A written statement signed by a Physician which
- gives the Physician's diagnosis of Your medical condition; and
 - states that You are a full time, permanent resident of a Nursing Home and will continue full time, permanent residence in a Nursing Home until death.

RIDER BENEFIT

Subject to Rider Conditions, You can receive the Monthly Accelerated Benefit Amount during the Insured's life if all the Rider Conditions are met. There are four types of Rider Conditions.

- A. **Conversion Conditions.** These Rider Conditions control from which Policy(s) the Rider Benefit can be requested. If You are not the Policy Owner, You must have the Owner's permission to request the Rider Benefit.
1. You can combine all in force Assurity Single Premium Endowment at Age 110 policies issued on the life of the Insured when requesting the Rider Benefit.
 2. The Face Amount of the Policy(s) that will remain after the Accelerated Benefit payment(s) must be at least \$15,000.
 3. You can only elect to receive the Rider Benefit one time.
- B. **Election Conditions.** These Rider Conditions tell You how to elect this Rider's Benefit.
1. You must request the Rider Benefit in writing.
 2. You must send the request for the Rider Benefit to the Home Office.
 3. You must send Us the Policy(s) You are converting with Your request.
 4. You must provide Us with a Physician's Statement.
- C. **Voluntary Conditions.** This Rider's Benefit is only available if You take it on Your own. YOU CANNOT ELECT UNDER THIS RIDER IF YOU ARE REQUIRED BY LAW TO
1. Use this Rider to pay creditors' claims, or
 2. Use this Rider to get a government benefit.
- D. **General Conditions.** You cannot elect this Rider
- during the first 90 days from the Policy Date of Issue; or
 - if Your Policy is assigned or has a Beneficiary You cannot change on Your own.

The Monthly Accelerated Benefit payments will continue until the sum of all Monthly Accelerated Benefits received subtracted from the unadjusted Policy Face Amount equals \$15,000, or for a maximum of 60 months, whichever occurs first. If the Insured dies while receiving the Rider Benefit, We will pay the Beneficiary the balance of the remaining Monthly Accelerated Benefit payments.

ADJUSTMENTS TO THE POLICY

The following adjustments will be made to the Policy after an Accelerated Benefit Payment is made:

1. The policy's face amount will be reduced by the total amount of monthly benefit payments to be received under this rider. The policy's guaranteed cash value will be reduced by the amount of the guaranteed cash value associated with the face amount accelerated. We will mail a revised Policy Schedule to the Owner for attachment to the Policy which reflects the adjustments resulting from the Accelerated Benefit Payment.
2. We will provide You with a payment contract that explains how We make payments of the Monthly Accelerated Benefits. Payment contracts cannot be assigned.

TERMINATION

This Rider will automatically terminate on the earlier of:

- the date We approve Your written request; or
- the termination date of the Policy to which this Rider is attached.

Sample Rider

Assurity Life Insurance Company has signed this Rider on Your Policy's Date of Issue.

President

Secretary

Assurity Life Insurance Company

1526 K Street, P.O. Box 82533, Lincoln, Nebraska 68501-2533 • (800) 627-7212



**ACCELERATED BENEFITS RIDER
DISCLOSURE STATEMENT**

**BENEFITS PAID UNDER THE ACCELERATED BENEFITS RIDER MAY BE TAXABLE.
YOU SHOULD CONSULT YOUR TAX ADVISOR TO DISCUSS THIS.**

The Rider provides early (pre-death) payments of life insurance proceeds if the Insured is Terminally Ill as defined in the Accelerated Benefits Rider. Benefits are only paid at Your option and on Your request. The terms and conditions are detailed in the attached Rider. **THIS RIDER IS NOT INTENDED TO PROVIDE HEALTH INSURANCE, NURSING HOME INSURANCE OR LONG TERM CARE INSURANCE. IT MAY NOT COVER ALL NURSING HOME EXPENSES. IT DOES NOT COVER HOME CARE OR ADULT DAY CARE SERVICES.**

Cash Values, if any, and Death Benefits are reduced and may terminate if You receive Accelerated Benefits.

BENEFITS PAID UNDER THIS RIDER MAY AFFECT ELIGIBILITY FOR PUBLIC ASSISTANCE

Receipt of acceleration of life insurance benefits may affect You, Your spouse or Your family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect You, Your spouse, and Your family's eligibility for public assistance.

Accelerated Benefit payments may adversely affect Your eligibility for Medicaid or other government benefits or entitlements.

Your signature and the agent's signature below indicates that You received this **DISCLOSURE STATEMENT** with a sample Rider at the time or before You applied for coverage.

You will get another copy of this **DISCLOSURE STATEMENT** if and when You request Accelerated Benefits.

Dated this _____ day of _____, _____.

Signature of Applicant

Signature of Agent

R T54 DISC (TX)



**ACCELERATED BENEFITS RIDER
DISCLOSURE STATEMENT**

**BENEFITS PAID UNDER THE ACCELERATED BENEFITS RIDER MAY BE TAXABLE.
YOU SHOULD CONSULT YOUR TAX ADVISOR TO DISCUSS THIS.**

The Rider provides early (pre-death) payments of life insurance proceeds if the Insured is Terminally Ill as defined in the Accelerated Benefits Rider. Benefits are only paid at Your option and on Your request. The terms and conditions are detailed in the attached Rider. **THIS RIDER IS NOT INTENDED TO PROVIDE HEALTH INSURANCE, NURSING HOME INSURANCE OR LONG TERM CARE INSURANCE. IT MAY NOT COVER ALL NURSING HOME EXPENSES. IT DOES NOT COVER HOME CARE OR ADULT DAY CARE SERVICES.**

Cash Values, if any, and Death Benefits are reduced and may terminate if You receive Accelerated Benefits.

BENEFITS PAID UNDER THIS RIDER MAY AFFECT ELIGIBILITY FOR PUBLIC ASSISTANCE

Receipt of acceleration of life insurance benefits may affect You, Your spouse or Your family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect You, Your spouse, and Your family's eligibility for public assistance.

Accelerated Benefit payments may adversely affect Your eligibility for Medicaid or other government benefits or entitlements.

Your signature and the agent's signature below indicates that You received this **DISCLOSURE STATEMENT** with a sample Rider at the time or before You applied for coverage.

You will get another copy of this **DISCLOSURE STATEMENT** if and when You request Accelerated Benefits.

Dated this _____ day of _____, _____.

Signature of Applicant

Signature of Agent

R T54 DISC (TX)

ACCELERATED BENEFITS RIDER - TERMINAL ILLNESS

DEATH BENEFITS, CASH VALUES AND LOAN VALUES WILL BE REDUCED IF AN ACCELERATION OF LIFE INSURANCE BENEFIT IS PAID

Receipt of acceleration of life insurance benefits may affect You, Your spouse or Your family's eligibility for public assistance programs such as medical assistance (Medicaid), Aid to Families with Dependent Children (AFDC), supplementary social security income (SSI), and drug assistance programs. You are advised to consult with a qualified tax advisor and with social service agencies concerning how receipt of such a payment will affect You, Your spouse and Your family's eligibility for public assistance.

BENEFITS PAID UNDER THIS RIDER MAY BE TAXABLE. YOU SHOULD CONSULT YOUR TAX ADVISOR TO DISCUSS THIS.

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.

This Rider provides an accelerated payment of life insurance proceeds under conditions specified in this Rider. It is not intended to provide health, nursing home or long term care insurance. Cash values, loan values, if any, and death benefits will be reduced if You receive an accelerated benefit. Benefit payments may affect qualifications for entitlement payments. Upon the death of the Insured, We will pay any portion of the death benefit remaining after payment of any acceleration of life insurance benefits.

The acceleration of life insurance benefits, related charges, interest, discounts or liens, if applicable, and the balance of the Death Benefit of the life insurance Policy shall constitute full settlement on maturity of the Face Amount of the Policy. Reductions in Cash Values by the acceleration of life insurance benefits, related charges and interest, shall not be unjust and shall not exceed an amount equal to the pro rata portion of the Cash Value associated with the Death Benefit used in providing the Benefit.

Assurity Life Insurance Company has attached this Rider to Your Policy. This Rider is a part of Your Policy. The terms, definitions and provisions of Your Policy apply to this Rider unless We otherwise inform You.

DEFINITIONS

- Eligible Proceeds:** The Face Amount of the Policy. Eligible Proceeds cannot be
 - more than \$250,000; or
 - less than \$10,000;from all Policies and Riders on the Insured.
- Benefit Amount:** The portion of the Eligible Proceeds You elect to receive adjusted by a 12-month discount and a processing charge. The discount reflects the early payment of amounts held under Your Policy. The discount will be based on an annual interest rate that has been declared by Us and is in effect as of the date we receive Your written request. The maximum interest rate used will be no greater than the greater of a) the current yield on 90 day treasury bills, or b) the current maximum statutory adjustable policy loan interest rate. The processing charge will not exceed \$150. We will tell You what the interest rate and processing charge is when You request this Rider's Benefit.
- Terminally Ill:** Having an expected life span of 12 months or less. You must provide Us with proof. A physician must certify the Insured's life expectancy.

4. **Physician:** A duly licensed physician practicing within the scope of his or her license. It does not include You or family members of either You or the Owner.

BENEFIT

Subject to Rider Conditions, You can get money (Benefit Amount) during the Insured's life if the Insured meets the definition of Terminal. There are four types of Rider Conditions.

- A. **Conversion Conditions.** These Rider Conditions have to do with what policies and riders You can convert to a Benefit Amount.
1. You can combine all Your policies and riders on the Insured together.
 2. You cannot convert more than \$250,000 or less than \$10,000.
 3. You can only convert one time per policy or rider.
- B. **Election Conditions.** These Rider Conditions tell You how to elect this Rider's Benefit.
1. You must elect in writing.
 2. You must send the election to the Home Office.
 3. You must send Us the policies and riders You are converting with Your election.
- C. **Voluntary Conditions.** This Rider's Benefit is only available if You take it on Your own. YOU CANNOT ELECT UNDER THIS RIDER IF YOU ARE REQUIRED BY
1. law to use this Rider to pay creditors' claims; or
 2. government to use this Rider to get a government benefit.
- D. **General Conditions.** You cannot elect this Rider if Your Policy is assigned or has a Beneficiary You cannot change on Your own.

ADJUSTMENTS TO THE POLICY

The following adjustments will be made to the Policy after an Accelerated Benefit Payment is made:

1. The Policy Benefit Amount and guaranteed cash value will be reduced by the percentage of the requested portion of the available amount.
2. We will mail a revised Policy Schedule to the Owner for attachment to the Policy which reflects the adjustments resulting from the Accelerated Benefit Payment.

TERMINATION

This endorsement will automatically terminate on the earlier of:

- the date We approve Your written request; or
- the termination date of the Policy to which this Endorsement is attached.

Assurity Life Insurance Company has signed this Rider on Your Policy's Date of Issue.

President

Secretary

Assurity Life Insurance Company

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