

Scudder DestinationsSM Annuity

Net Compensation Amendment



**Zurich American Life
Insurance Company (ZALICO)**

Administrative Offices:
PO Box 19097
Greenville, SC 29602-9097
800/449-0523

This Net Compensation Amendment (the "Amendment") is hereby made a part of the General Agent Agreement, as subsequently amended (the "Agreement"), by and between Zurich American Life Insurance Company (the "Company") and the General Agent or Broker/Dealer signing below.

1. Subject to the conditions described herein, the General Agent or Broker/Dealer may deduct and retain the applicable compensation in lieu of remitting the entire premium collected for product(s) as shown below:

This Amendment can be amended by the Company for additional products, without the necessity of signatures. All amendments for additional products will be made by letter from the Company to the attention of the party signing this Amendment or the Agreement.

2. This Amendment is only applicable if (a) the General Agent or Broker/Dealer is a carrying or clearing Broker/Dealer meeting applicable net capital requirements of Rule 15c3-1 under the Securities Exchange Act of 1934, (b) the General Agent or Broker/Dealer maintains a brokerage account on behalf of the customer purchasing the product(s), and (c) the customer has authorized in writing the General Agent or Broker/Dealer to deduct applicable compensation from the premium collected before transmitting the net amount to the Company.
3. This Amendment is only applicable to the first premium collected. The submission of any and all subsequent premium, whether or not such is scheduled to be received or represents additional payments, is only to be made directly to the Company and must be remitted in full.
4. The remittance of premium under this Amendment and the compensation thereon is in lieu of any other compensation payable under any other Compensation Schedule(s).
5. Any policy/contract that is applied as a 1035(a) exchange or other qualified plan rollover or exchange is not within the scope of this Amendment. Premium received under such exchanges must be remitted in its entirety.

Compensation for such exchanges will be paid according to the Compensation Schedule in force.

6. Chargeback of compensation will occur as identified in the Compensation Schedule(s) for all products that are part of the Agreement. For variable products, chargeback of compensation will also occur to the extent that the Company incurs a financial loss because the Company allocates initial purchase payments to a specified subaccount based on the General Agent's or Broker/Dealer's instruction, and such instruction conflicts with those subsequently received on the variable annuity application from the policy/contract owner necessitating a change in the initial allocation.
7. Should a situation occur that would generate a chargeback of compensation, the General Agent or Broker/Dealer shall be obligated to return to the Company the compensation paid under this Amendment. If the policy/contract is returned through the firm that sold the policy/contract, the amount of compensation paid must be sent to the Company along with the policy/contract and written surrender request. If the policy/contract is returned by the owner directly to the Company, the amount of compensation paid must be repaid to the Company within two weeks from receipt of the notice from the Company of the amount due. Failure of the General Agent or Broker/Dealer to repay the amount requested within the time period specified may cause this Amendment to be immediately withdrawn and terminated.

Furthermore, if repayment of the chargeback does not occur as required, the Company may deduct from any compensation due the General Agent or Broker/Dealer through whom the General Agent or Broker/Dealer reports the amount of any repayment or compensation owed.

8. In event the compensation paid to the General Agent or Broker/Dealer on any policy/contract that is submitted on a net compensation basis equals the gross compensation which would be payable under the General Agent Agreement, such compensation will be total compensation due and payable to the General Agent or Broker/Dealer.
9. This Amendment may be terminated by either party for any reason upon 30 days prior written notice.

IN WITNESS WHEREOF, the said parties have caused this Amendment to be executed by their respective officers hereunto duly authorized as of this _____ day of _____, _____.

General Agent or Broker/Dealer

Name of Firm to Whom Commissions are Payable Tax I.D. Number

Street Address City State Zip

Telephone Number Fax Number

Signature Title

FOR COMPANY USE ONLY:

Zurich American Investors Life Insurance Company

By Date

Title