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SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF
THE SECURITIES EXCHANGE ACT OF 1934

Date of Report: September 24, 2001

REINSURANCE GROUP OF AMERICA, INCORPORATED
(Exact Name of Registrant as Specified in its Charter)

MISSOURI

1-11848

43-1627032

(State or Other Jurisdiction of
Incorporation)

(Commission File Number)

(IRS Employer Identification Number)

1370 Timberlake Manor Parkway
Chesterfield, Missouri 63017

(Address of Principal Executive Office)

Registrant's telephone number, including area code: (636) 736-7439

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ITEM 5. OTHER EVENTS.

RECENT TRAGIC EVENTS

On September 13, 2001, Reinsurance Group of America, Incorporated ("RGA") commented on its potential exposure to claims arising from the terrorist attacks in New York, Washington D.C., and Pennsylvania on Tuesday, September 11, 2001. A copy of the press release issued by RGA relating to its announcement is filed as Exhibit 99.1 and incorporated herein by reference.

STOCK REPURCHASE PROGRAM

On September 18, 2001, RGA announced that its board of directors had approved a repurchase program authorizing RGA to purchase up to \$25 million of its shares of stock, as conditions warrant. A copy of the press release issued by RGA relating to its announcement is filed as Exhibit 99.2 and incorporated herein by reference.

RELATIONSHIP WITH METLIFE

This Form 8-K is being filed by RGA to also describe several historic agreements between RGA and MetLife, Inc. ("MetLife") and their respective affiliates that have not previously been filed, as follows:

- two registration rights agreements with Metropolitan Life Insurance Company ("MLIC"), and General American Life Insurance Company ("General American"), each a wholly owned subsidiary of MetLife, which were entered into in 1999 and 1993, respectively;
- a \$75.0 million intercompany loan from MetLife Credit Corp., a wholly owned subsidiary of MetLife, to RGA that replaced a loan from General American that was first made in 1999; and
- an additional administrative services agreement between RGA Reinsurance Company ("RGA Re"), a wholly owned subsidiary of RGA, and General American, which was entered into in 1997.

Registration Rights Agreements. RGA has entered into registration rights agreements with each of MLIC and General American (copies of which are filed as exhibits hereto and are incorporated herein by reference) which grant each of those companies, or their transferees, certain rights, among other things, to require RGA to register RGA common stock held by them.

Loan Agreement. On March 1, 2001, RGA entered into a term loan agreement and note (copies of which are filed as exhibits hereto and are incorporated herein by reference) whereby it borrowed \$75.0 million due June 30, 2004 from MetLife Credit Corp., a wholly owned subsidiary of MetLife, at an interest rate of 75.5 basis points over the 30-day AA financial discount rate on commercial paper. The term loan agreement contains certain covenants obligating RGA, among other things, to maintain consolidated GAAP capital of at least \$700 million.

Administrative Services Agreements. In addition to two administrative services agreements previously reported in RGA's Annual Report on Form 10-K for the year ended December 31, 2000, as amended on Form 10-K/A, RGA Re entered into an additional administrative services agreement (a copy of which is filed as an exhibit hereto and is incorporated in its entirety herein by reference) with General American on January 1, 1997 under which General American agreed to provide certain policy administration services to RGA Re for certain Bank Owned Life Insurance Policies. RGA Re pays General American under this agreement as follows: an acquisition fee of \$5,000 per case for new cases; \$0.40 per policy per month, plus .02% (annualized rate) times the fund value of the policies for administration of in force policies; and .05% (annualized rate) times the fund value of the policies for management of the policies.

ITEM 7. FINANCIAL STATEMENTS, PRO FORMA FINANCIAL INFORMATION AND EXHIBITS

- (c) The following exhibits are filed as part of this report on Form 8-K.

Exhibit Number -----	Description -----	Source (See footnotes that follow) -----
2.4	Judgment Confirming Plan of Reorganization dated November 10, 1999	2
2.5	Plan of Reorganization dated September 17, 1999 (included in Exhibit 2.4 hereto)	2
2.6	Stock Purchase Agreement, dated August 26, 1999, by and between General American Mutual Holding Company ("GAMHC") and MetLife (formerly "Metropolitan Life Insurance Company") (included in Exhibit 2.4 hereto)	2
2.7	Amendment to Stock Purchase Agreement, dated September 16, 1999, by and between GAMHC and MetLife (included in Exhibit 2.4 hereto)	2
2.8	Stock Purchase Agreement, dated as of November 23, 1999, by and between RGA and MetLife	3
4.6	Registration Rights Agreement, dated as of April 15, 1993, between RGA and General American	1
4.7	Registration Rights Agreement, dated November 23, 1999, by and between RGA and MetLife	4
10.22	Term Loan Agreement, dated as of March 1, 2001, between RGA and MetLife Credit Corp.	*
10.23	Form of \$75 Million Promissory Note (included in Exhibit 10.22 hereto)	*
10.24	Administrative Services Agreement, effective as of January 1, 1997, by and between RGA Reinsurance and General American	*
99.1	Press Release issued by RGA dated September 13, 2001	*
99.2	Press Release issued by RGA dated September 18, 2001	*

- 1 Incorporated by reference to Exhibit 10.16 to Amendment No. 2. to RGA's Registration Statement on Form S-1 (No. 33-58960), filed on April 29, 1993.
- 2 Incorporated by reference to Exhibit 2.1 to RGA's Current Report on Form 8-K dated November 10, 1999 (File No. 1-11848), filed on November 24, 1999.
- 3 Incorporated by reference to Exhibit 99.2 to RGA's Current Report on Form 8-K dated November 23, 1999 (File No. 1-11848), filed on December 6, 1999.
- 4 Incorporated by reference to Exhibit 99.3 to RGA's Current Report on Form 8-K dated November 23, 1999 (File No. 1-11848), filed on December 6, 1999.
- * Filed herewith.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Reinsurance Group Of America, Incorporated

Date: September 24, 2001

By: /s/ Jack B. Lay

Name: Jack B. Lay
Title: Executive Vice President and Chief
Financial Officer

TERM LOAN AGREEMENT

TERM LOAN AGREEMENT ("Agreement"), dated as of March 1, 2001, between REINSURANCE GROUP OF AMERICA, INCORPORATED ("Company"), a Missouri corporation headquartered at 1370 Timberlake Manor Parkway, Chesterfield, Missouri 63017 and METLIFE CREDIT CORP. ("Lender"), a Delaware corporation headquartered at One Madison Avenue, New York, NY 10010-3690.

The Company and the Lender agree as follows:

Article I

Amount and Terms of Loan

1. Subject to the terms and conditions herein set forth, the Lender shall lend to the Company and the Company shall borrow from the Lender the sum of Seventy-five million dollars (\$75,000,000).
2. The borrowing shall be evidenced by a promissory note ("Note") to the order of the Lender in the form of "Exhibit 1" attached here to, which shall be dated the closing date, duly executed by the Company with blanks suitably filled in conformity herewith and in the principal amount of \$75,000,000. The Note shall mature on June 30, 2004.
3. The Note shall bear interest before maturity at a rate equivalent to 75.5 basis points in excess of the Interest Reference Rate, which interest rate will change, when and as such Interest Reference Rate shall change, on the 1st day of each calendar month prior to June 30, 2004. Interest shall be payable to a Lender on the 1st day of each such month and at the maturity of the Note.

Article II

Right to Prepay Note

The Company shall have the right, at any time and from time to time, to prepay without penalty all or any part of the Note.

Article III

Representations and Warranties

The Company represents and warrants that:

1. The consolidated GAAP balance sheet of the Company and its subsidiaries as at September 30, 2000 and the consolidated statements of profit and loss and capital of the Company and its subsidiaries for the year ending September 30, 2000 heretofore furnished to the Lender, are complete and correct and fairly present the consolidated financial condition of the Company and its subsidiaries as at the date of such balance

sheet and the results of their operations for such period, respectively. To the best of the Company's knowledge and belief, neither the Company nor any of its subsidiaries has any material or substantial contingent obligation or liability for taxes not disclosed by or reserved against in such balance sheet. Since September 30, 2000, there has been no material adverse change in the consolidated financial condition of the Company and its subsidiaries.

2. There are no suits or proceedings pending or, to the knowledge of the Company, threatened against or affecting the Company or any of its subsidiaries which, in the opinion of counsel for the Company, will have a material adverse effect on the financial condition or business of the Company and its subsidiaries.
3. The Company has full power and authority to execute and perform the terms and provisions of this Agreement and to borrow hereunder.

Article IV

Conditions of Borrowing

The obligation of the Lender to lend pursuant to this Agreement is subject to the satisfaction, in the opinion of the Lender, of the following conditions:

1. The Lender shall have received from the General Counsel of the Company, a favorable opinion to the effect that: (a) the Company is a validly organized and existing corporation; (b) the Company has full power and authority to execute, deliver and carry out this Agreement and has duly authorized its officers executing this Agreement so to do; (c) the making of this Agreement by the Company is not in violation of any charter provision, bylaw or regulation of the Company, or any contractual obligation binding upon the Company and (d) this Agreement so executed and the Company's Note given pursuant hereto will constitute binding obligations of the Company.
2. The Company shall have furnished the Lender a certified copy of all resolutions of the Board of Directors of the Company pertaining to the execution of this Agreement and the borrowing of money pursuant hereto.

Article V

Affirmative Covenants

1. Until all indebtedness incurred pursuant to this Agreement has been paid in full and the Company no longer has the right to borrow hereunder, the Company will:
 - (a) Furnish to the Lender, not later than 90 days after the end of each fiscal year of the Company, a consolidated profit and loss statement and statement of capital of the Company and its subsidiaries for such year and a consolidated balance sheet of the Company and its subsidiaries as of the last day of such fiscal year, all in

reasonable detail and satisfactory in scope to the Lender and all certified by Deloitte & Touche or other independent public accountants satisfactory to the Lender;

- (b) Furnish to the Lender, not later than 60 days after a close of each quarter-annual period (except the last quarter-annual period of each year), a consolidated profit and loss and capital statement of the Company and its subsidiaries for their current fiscal year to and including the period then ending and a consolidated balance sheet of the Company as of the last day of such period, which statements and balance sheets shall be in reasonable detail and certified by an appropriate officer of the Company;
- (c) From time to time furnish to the Lender all financial information, including proxy statements, furnished by the Company to its shareholders;
- (d) With reasonable promptness, furnish to the Lender such additional financial statements and such data and information concerning the financial condition of the Company and its subsidiaries as may reasonably be requested by the Lender, provided that none of the provisions of this Section 1 shall require the Company to give the Lender any information which it is prohibited from giving the Lender by any governmental regulation;
- (e) At all times keep its property insured against loss or damage to the extent and against the risks that similar property is usually insured by other companies engaged in the same business, and will cause its subsidiaries so to do; and
- (f) Promptly pay and discharge, and cause its subsidiaries to pay and discharge, all taxes and assessments levied and assessed or imposed upon its property or upon its income, as well as all claims which, if unpaid, might by law become a lien or charge upon its property, provided that nothing herein contained shall require the Company or any of its subsidiaries to pay any such taxes, assessments or claims so long as the Company or such subsidiary shall in good faith contest the validity and stay the execution and enforcement thereof.

- 2. At the time of furnishing each financial statement specified in Section 1 of this Article V, the Company shall furnish to the Lender an officer's certificate stating that there exists no event of default, as defined in Article VII, or if any such event of default exists specifying the nature hereof, the period of existence thereof and what action the Company proposes to take with respect thereto.

Article VI

Negative Covenants

1. Until all indebtedness incurred pursuant to this Agreement has been paid in full, the Company will not permit its consolidated GAAP capital at any time to be less than \$700,000,000.
2. Until all indebtedness incurred pursuant to this Agreement has been paid in full, the Company will not and will not permit any of its subsidiaries, to:
 - (a) Sell or otherwise dispose of any shares of stock or funded or current debt of any subsidiary except to the Company or another subsidiary, and except that all shares of stock and debt of any subsidiary at the time owned by or owed to the Company and all subsidiaries may be sold as an entirety for a cash consideration which represents that fair value (as determined in good faith by the Board of Directors of the Company) at the time of sale of the shares and debt so sold, provided that (i) the assets of such subsidiary do not constitute a substantial part of the consolidated assets of the Company and all of its subsidiaries, and (ii) at the time of such sale, such subsidiary shall not own, directly or indirectly, any shares of stock or debt of any other subsidiary (unless all of the shares of stock and debt of such other subsidiary owned, directly or indirectly, by the Company and all of its subsidiaries are simultaneously being sold as permitted by this Section 2(a)); or
 - (b) Merge or consolidate with any other corporation, or sell, lease, transfer or otherwise dispose of all or any substantial part of its assets, or change its corporate name, except that (1) any subsidiary may merge or consolidate with the Company (provided that the Company shall be the continuing or surviving corporation) or with any one or more other subsidiaries; (2) any subsidiary may sell, lease, transfer or otherwise dispose of any of its assets to the Company or another subsidiary; (3) any subsidiary may sell or otherwise dispose of all or substantially all of its assets subject to the conditions specified in Section 2(a) of this Article VI with respect to a sale of the stock of such subsidiary; and (4) the Company may merge or consolidate, or sell or dispose of all or substantially all of its assets, provided that (i) the Company shall be the continuing or surviving corporation, or (ii) the successor or acquiring corporation shall assume all of the obligations of the Company pursuant to this Agreement and the Note, including all covenants herein and therein contained, and (iii) the Company as the continuing or surviving corporation or the successor or acquiring corporation, as the case may be, shall not, immediately after such merger or consolidation, or such sale or other disposition, be in default as to any of such obligations.

Article VII

Events of Default

If any of the following events shall occur and be continuing: if the Company defaults in the payment of any principal of the Note when the same shall become due, either by the terms thereof or otherwise as herein provided; or if the Company defaults

in the payment of any interest on the Note for more than ten days after the due date thereof; or if the Company defaults in any payment of principal or of interest on any other obligation for borrowed money (including any purchase money obligation) beyond any period of grace provided with respect thereto or in the performance of any other agreement, term or condition contained in any agreement pursuant to which any such obligation is created if the effect of such default is to cause, or permit the holder or holders of such obligation (or a trustee on behalf of such holder or holders) to cause, such obligation to become due prior to its stated maturity; or if any material representation or warranty made by the Company in this Agreement or in any writing furnished in connection with or pursuant to this Agreement shall be false in any material respect on the date as of which made; or if the Company defaults in the performance or observance of any other agreement, term or condition contained in this Agreement and such default shall not have been remedied within 30 days after written notice thereof shall have been received by the Company from the holder of the Note; or if the Company or any of its subsidiaries makes an assignment for the benefit of creditors; or if the Company or any of its subsidiaries makes an assignment for the benefit of creditors; or if the Company or any of its subsidiaries commences any proceeding relating to the Company or any of its subsidiaries under any bankruptcy, reorganization, rehabilitation, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect; or if any such petition or application is filed, or any such proceedings are commenced, against the Company or any of its subsidiaries, and the Company or such subsidiary by any act indicates its approval thereof, consent thereto or acquiescence therein, or if an order is entered appointing any trustee, receiver, liquidator, custodian or rehabilitator for the Company or any of its subsidiaries or adjudicating the Company or any of its subsidiaries bankrupt or insolvent, or approving the petition in any such proceedings, and such order remains in effect and unstayed for more than 60 days; or if any order is entered in any proceedings against the Company or any of its subsidiaries decreeing the dissolution or split-up of the Company or any of its subsidiaries, and such order remains in effect and unstayed for more than 60 days, then the Lender may, by notice in writing to the Company, declare the Note to be forthwith due and payable, together with all interest accrued thereon.

Article VIII

Definitions

For the purposes of this Agreement, the following terms shall have the following meanings:

1. "Person" shall mean and include an individual, a partnership, a corporation, a trust, an unincorporated organization and a government of any department or agency thereof.
2. "Subsidiary" shall mean any corporation organized under the laws of any state of the United States of America or of any foreign country, a majority of the voting stock of which shall, at the time as of which any determination is being made, be owned by the Company either directly or through its subsidiaries.
3. "Consolidated GAAP capital" shall mean the excess of consolidated assets over consolidated liabilities of the Company and its subsidiaries, both determined in accordance with generally accepted accounting principles, provided that the effects of

Statement of Financial Standards No. 115 promulgated by the Financial Standards Board shall not be considered.

4. "Event of default" shall mean any of events specified in Article VII, provided that there has been satisfied any requirement in connection with such event for the giving of notice, or the lapse of time, or the happening of any further condition, event or act, and "default" shall mean any of such events, whether or not any such requirement has been satisfied.
5. "Interest Reference Rate" shall mean the 30-day AA financial discount rate on commercial paper as made available on the Federal Reserve Board's internet website, <http://www.federalreserve.gov/releases/CP/> (or on such other internet website as shall replace <http://www.federalreserve.gov/releases/CP/>).
6. "Officer's certificate" shall mean a certificate signed in the name of the Company by its President, one of its Vice Presidents or its Chief Financial Officer;
7. "Note" shall mean the promissory note of the Company, substantially in the form of Exhibit 1 attached to this Agreement.

Article IX

Miscellaneous

1. This Agreement may be amended, and the Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, if the Company shall obtain the written consent of the Lender to such amendment, action or omission to act.
2. All representations and warranties contained herein or made in writing by the Company in connection herewith shall survive the execution and delivery of this Agreement and of the Note.
3. All covenants and agreements in this Agreement contained by or on behalf of either of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not.
4. All communications provided for hereunder shall be sent by first class mail and, if to the Lender, to its offices at One Madison Avenue, New York, NY 10010-3690, to the attention of William H. Nugent, and, if to the Company, to its offices at 1370 Timberlake Manor Parkway, Chesterfield, MO 63017, to the attention of the Chief Financial Officer, or to such other address with respect to any party as such party shall notify the others in writing.
5. No delay on the part of the Lender in exercising any right, power or privilege granted in this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof. The

rights and remedies in this Agreement expressly specified are cumulative and not exclusive of any other rights and remedies that the Lender would otherwise have.

- 6. This Agreement shall terminate when the Note issued pursuant hereto has been paid in full.
- 7. This Agreement may be executed by the parties hereto on separate counterparts. Complete sets of counterparts executed by all the parties hereto shall be lodged with the Company and the Lender.

The parties hereto have caused this Agreement to be duly executed by their respective duly authorized officers as of the day and year first above written.

REINSURANCE GROUP OF AMERICA,
INCORPORATED

METLIFE CREDIT CORP.

By /s/ Jack B. Lay

Jack B. Lay,
Executive Vice President

By /s/ William H. Nugent

William H. Nugent,
Vice-President and Treasurer

ATTEST: /s/ James E. Sherman

James E. Sherman,
Secretary

ATTEST: /s/ George M. Bryant

George M. Bryant,
Secretary

Promissory Note

\$75,000,000

REINSURANCE GROUP OF AMERICA, INCORPORATED, a Missouri corporation, for value received, hereby promises to pay to the order of METLIFE CREDIT CORP., a Delaware corporation, the principal sum of \$75,000,000 on or before June 30, 2004.

Interest before maturity is payable on the principal amount hereof from time to time remaining unpaid at a rate equivalent to 75.5 basis points in excess of the Interest Reference Rate (as defined in the Term Loan Agreement referred to below), which interest rate shall change, when and as such Interest Reference Rate shall change, on the 1st day of each calendar month prior to June 30, 2004. Interest shall be paid by the 1st day of each such month and at the maturity hereof. Overdue payments of principal and interest shall draw simple interest at the same rate, and both principal and interest shall be paid at the main office of the MetLife Credit Corp. hereof in lawful money of the United States.

This Note is issued pursuant to the Term Loan Agreement, dated as of March 1, 2001, between the undersigned and MetLife Credit Corp., to which Agreement reference is hereby made for a description of the right of the undersigned to prepay this Note, the conditions upon which MetLife Credit Corp. may accelerate to the maturity hereof and the other terms and conditions upon which this Note is issued.

REINSURANCE GROUP OF AMERICA,
INCORPORATED

By

Jack B. Lay,
Executive Vice President

ATTEST:

James E. Sherman,
Secretary

2987-00-00

ADMINISTRATIVE SERVICES AGREEMENT

BY AND BETWEEN

RGA REINSURANCE COMPANY

(HEREIN CALLED THE CLIENT)

AND

GENERAL AMERICAN LIFE INSURANCE COMPANY

(HEREIN CALLED THE SERVICE CONTRACTOR)

WHEREAS, the Client is an insurance company licensed in various states; and

WHEREAS, the Service Contractor is an insurance company licensed in various states and capable of providing various administrative services; and

WHEREAS, the Client reinsures certain Bank Owned Life Insurance ("BOLI") policies (hereinafter called "the Policies"); and

WHEREAS, the Client desires that the Service Contractor provide certain services in connection with the administration and operation of the Policies; and

WHEREAS, the Service Contractor is willing to provide such services;

NOW, THEREFORE, in consideration of the payments to the Service Contractor as provided for herein and subject to the terms and conditions contained herein, it is hereby agreed as follows:

Section 1. Services

The Service Contractor will provide the services listed in Appendix A, subject to modification as provided herein, for the administration and operation of the Policies; such services to be coordinated by a representative of the Service Contractor to assure effective and efficient operation of the Policies. Such policies shall be as covered under the Automatic Coinsurance Agreement and the Automatic Yearly Renewable Term Agreement between USAA Life Insurance Company and RGA Reinsurance Company effective January 1, 1997, attached as Appendix C and Appendix D.

Section 2. Client Reports Records and Information

The Service Contractor hereby agrees to furnish the Client with certain necessary reports, records, and information (see Exhibit F in Appendix C) in order to carry out its duties hereunder.

It is mutually agreed that the Service Contractor shall not be responsible for delay in the performance of its duties under this Agreement or for non-performance hereunder, if such delay or non-performance is caused or contributed to in whole or in part by the failure of the Client to promptly furnish any required information.

Section 3. Payments to the Service Contractor

For each month in which the Service Contractor performs duties pursuant to this Agreement, the Client shall make payment to the Service Contractor of amounts due within 10 days of the date of notification to the Client by the Service Contractor. The amount due shall be determined in accordance with the Payment Schedule in Appendix B.

The Service Contractor shall have the right to adjust its fees as of the date (a) the Policies are amended to modify benefits, or (b) its cost of operation is increased solely by virtue of a change in charges to the Service Contractor by a governmental unit, but such adjustment shall be limited to the amount of the change. The Service Contractor also shall have the right to adjust its fees on the annual anniversary of this Agreement and annually thereafter.

Section 4. General Provisions

- (a) The Service Contractor in performing its duties under this Agreement is acting only as agent of the Client, and the rights and responsibilities of the parties shall be determined in accordance with the law of agency except as otherwise herein provided.
- (b) The Service Contractor shall use reasonable care and diligence in the exercise of its powers and the performance of its duties hereunder, but shall not be liable for any mistake of judgment or other action taken in good faith, or for any loss unless resulting from its gross negligence.
- (c) The Service Contractor agrees to indemnify the Client and hold the Client harmless against any and all loss, damage, and expense, including court costs and attorney's fees, resulting from or arising out of the dishonest, fraudulent, criminal acts or acts of gross negligence of the Service Contractor's employees, either acting alone or in collusion with others.
- (d) Except as provided in (c) above, the Client agrees to indemnify the Service Contractor and hold the Service Contractor harmless against any and all loss,

damage, and expense, including court costs and attorney's fees, resulting from or arising out of claims, demands, or lawsuits brought against the Service Contractor in administering the Policies or to recover benefits under the Policies, including compensatory, punitive, or other damages, and including but not limited to claims for premium taxes by any governmental unit or other assessments made against the Service Contractor by governmental units.

- (e) The Service Contractor shall consult with the Client or legal counsel designated by the Client in claim matters that are beyond the ordinary. In the defense of any legal action on a claim for benefits, the Service Contractor will furnish the Client and its legal counsel all pertinent information regarding the disputed claim, including the basis for its denial. The defense of any legal action on a claim for benefits shall not be the obligation of the Service Contractor.
- (f) The Service Contractor shall be entitled to rely upon any communication believed by the Service Contractor to be genuine and to have been signed or presented by the proper party or parties.

The Service Contractor shall not be bound by any notice, direction, requisition, or request unless and until it shall have been received in writing, or by facsimile, by the Service Contractor at its St. Louis, Missouri address, or at such other address as the Service Contractor specifies for the purposes of this Agreement by notice in writing addressed to the Client. Notices or communications from the Service Contractor to the Client shall be addressed to the Client and shall be sent by mail or facsimile to the Client at the same address designated by the Client.

- (g) The Service Contractor shall have no power or authority to alter, modify, or waive any terms or conditions of the Policies, or to waive any breach of any such terms or conditions, or to bind the Client, or to waive any of its rights, by making any statement or by receiving at any time any notice; or information.
- (h) The Service Contractor shall have no power or authority to act for or on behalf of the Client other than as herein expressly granted, and no other or greater power or authority shall be implied by the grant or denial of power or authority specifically mentioned herein.

- (i) The Service Contractor shall hold as the property of the Client all papers, books, files, correspondence and records of all kinds which at any time shall come into its possession or under its control relating to the transactions performed by the

Service Contractor for the Client under this Agreement, and shall surrender them to the Client upon termination of this Agreement or upon prior request, except the Service Contractor may periodically destroy such material as it would usually destroy in the normal course of business.

- (j) The Client shall have the right at all reasonable times and upon reasonable notice to inspect at the office of the Service Contractor or office of the Subcontractor all books, records and documents relating to the administration of the Policies under this Agreement and which relate to such inspection. Any costs of such inspections shall be borne by the Client.
- (k) Failure by the Client or the Service Contractor to insist upon compliance with any provision of this Agreement at any given time or under any given set of circumstances shall not operate to waive or modify such provision or in any manner render it unenforceable, as to any other time or as to any other occurrence, whether the circumstances, are, or are not, the same and no waiver of any of the terms or conditions of this Agreement shall be valid or of any force or effect unless contained in a written instrument specifically expressing such waiver and signed by a person duly authorized to sign such waiver.
- (l) This Agreement, including any appendices or supplements thereto, shall constitute the entire contract between the parties and shall govern the rights, liabilities and obligations of the parties hereto, except as it may be modified in accordance with the provisions of Section 4.
- (m) Except as otherwise provided herein, any assignment of this Agreement or of any rights hereunder shall be void and of no force or effect.
- (n) It is understood that the Service Contractor performs purely ministerial functions for the Client within a framework of policies, interpretations, rules, practices and procedures made by the Client.
- (o) Under no circumstances shall the Service Contractor be considered the named fiduciary under the Policies.

Section 5. Controlling Law

This Agreement shall be construed and enforced according to the laws of the State of Texas.

Section 6. Separability

In the event any provision of this Agreement shall be held illegal or invalid for any reason by law

or a court of competent jurisdiction, said illegality or invalidity shall not affect the remaining parts of this Agreement, but it shall be construed and enforced as if said illegal or invalid provisions had not been included herein either initially, or beyond the date it is first held to be illegal or invalid if after the effective date of this Agreement, provided the basic purposes hereof can be effectuated through the remaining valid and legal provisions.

Section 7. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument.

Section 8. Currency and Place of Payments

All sums payable to, or payable by, the Service Contractor pursuant to this Agreement shall be payable in the lawful currency of the United States of America at its St. Louis, Missouri office.

Section 9. Termination of Agreement

- (a) If any state or other jurisdiction enacts a law which prohibits the continuance of this Agreement, or the existing law is interpreted to so prohibit the continuance of this Agreement, the Agreement shall terminate automatically as to such time or jurisdiction on the effective date of such law or interpretation.
- (b) The Client reserves the right to terminate this Agreement as of any anniversary of the effective date of this Agreement by giving written notice to the Service Contractor at least ninety (90) days in advance of such date.
- (c) The Service Contractor reserves the right to terminate this Agreement.
 - (i) As of January 1, 2000, or any anniversary of that date, after January 1, 2000 by giving written notice to the Client at least one-hundred and eighty (180) days in advance of such date, and
 - (ii) If the Client fails to make payments, pursuant to Section 3, Termination of this Agreement in accordance with this Item (ii) will be effective immediately upon written notice from the Service Contractor to the Client. Such notice may be by telegram, facsimile, or delivered in person.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers duly authorized to do so, to be effective as of January 1, 1997.

Dated at _____ RGA REINSURANCE COMPANY

this _____ day of _____

By: _____

(Official Title)

Dated at _____

GENERAL AMERICAN LIFE INSURANCE COMPANY

this _____ day of _____

By: _____

APPENDIX A

SERVICES TO BE PROVIDED BY THE SERVICE CONTRACTOR

TO BE ATTACHED TO AND MADE A PART OF THE AGREEMENT BY AND BETWEEN

RGA REINSURANCE COMPANY

AND

GENERAL AMERICAN LIFE INSURANCE COMPANY

The services to be performed by the Service Contractor are as set forth as follows.

Section 1. Administration Services Provided

- (a) Pre-Submission Approval. While no individual underwriting of insureds is required on the Policies, the Service Contractor will review, approve and/or make recommendations to the census within defined guarantee issue parameters.
- (b) Policy Issue. The Service Contractor will build the policy administration records and prepare the master policy documents within 90 days from receipt of monies, providing all necessary submission requirements, (i.e., consent forms, master application and census) are received.
- (c) Premiums. The Service Contractor will perform the necessary accounting to record all premium payments.
- (d) Inforce Policy Administrator.
 - (i) The Service Contractor will provide monthly reporting of values within five days following the ninth valuation date. The date is the issue day of the policy.
 - (ii) The Service Contractor will support policy changes. These changes include title changes/ownership's, beneficiary, assignee, name change) and contractual changes (such as face inverses).
 - (iii) The Service Contractor will calculate death claim values in accordance with the terms of the Policies and provide such values to Client for payment.

APPENDIX A (CONTINUED)

Section 2. Financial Management Services Provided.

- (a) The Service Contractor will provide:
- (i) cash flow testing report annually to show that adequate reserves have been set aside;
 - (ii) quarterly reports providing general ledger and policy reserves data;
 - (iii) annual Statement data for insurance in force exhibits;
 - (iv) experience analyses (lapses and mortality) annually, with recommendations as to modification;
 - (v) interest Crediting Rate analysis, report and recommendations, on an annual basis,
 - (vi) a monthly billing statement for services provided under this agreement.

APPENDIX B
PAYMENT SCHEDULE

TO BE ATTACHED TO AND MADE A PART OF THE AGREEMENT BY AND BETWEEN

RGA REINSURANCE COMPANY

AND

GENERAL AMERICAN LIFE INSURANCE COMPANY

The amount due the Service Contractor will be the following amounts:

Acquisition Expenses	\$5,000 per Case
Inforce Administration	\$0.40 per policy per month, plus .02% (annualized rate) times the Fund Value of the Policies
Product Management	.05% (annualized rate) times the Fund Value of the Policies

The Fee is paid to the Service Contractor for services provided as outlined in this Agreement. Fees for additional services not outlined in this agreement are negotiable.

THURSDAY SEPTEMBER 13, 5:36 PM EASTERN TIME

PRESS RELEASE

SOURCE: Reinsurance Group of America Incorporated

RGA COMMENTS ON RECENT TRAGIC EVENTS

ST. LOUIS--(BUSINESS WIRE)--Sept. 13, 2001--Reinsurance Group of America, Incorporated (NYSE:RGA - news) commented today on its potential exposure to claims emanating from the terrible events in New York, Washington D.C., and Pennsylvania on Tuesday.

The company reinsures life insurance policies for various life insurance companies around the world.

"We extend our deepest condolences to our clients and business associates who suffered personal losses," said A. Greig Woodring, the company's chief executive officer. "Fortunately, none of our staff was directly affected by Tuesday's terrible events. Reinsurance Group of America, Incorporated will honor all obligations that arise as a result of those events. We have the financial strength and resources to meet our obligations, and will fully support any of our client insurance companies that may be subject to claims associated with the loss of life from the attacks."

The company indicated that it is expected to take months to determine the level of claims arising from the attacks. While it is too early to estimate total claims that may arise, RGA's risk management programs limit the amount of risk it ultimately retains through ongoing retrocession and catastrophic coverage arrangements. As a result, the company does not expect the ultimate claims levels to significantly affect its operations.

Reinsurance Group of America, Incorporated, through its subsidiaries, RGA Reinsurance Company and RGA Life Reinsurance Company of Canada, is among the largest providers of life reinsurance in North America. In addition to its North American operations, Reinsurance Group of America, Incorporated has subsidiary companies, branch offices or representative offices in Argentina, Australia, Barbados, Hong Kong, Japan, Mexico, South Africa, Spain, Taiwan and the United Kingdom. Worldwide, the Company has approximately \$614 billion of life reinsurance in force, and assets of \$6.2 billion. Metropolitan Life Insurance Company is the beneficial owner of approximately 59 percent of RGA's outstanding shares.

Cautionary Statement Regarding Forward-Looking Statements

Statements included in this press release regarding the company's business which are not historical facts, including, without limitation, statements and information relating to potential future claims and the impact to the company resulting from the recent events, are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements are inherently subject to risks and uncertainties, some of which cannot be predicted or quantified. Future events and actual results, performance and

achievements could differ materially from those set forth in, contemplated by or underlying the forward-looking statements.

Numerous factors could cause actual results and events to differ materially from those expressed or implied by forward-looking statements including, without limitation, the unprecedented nature of the recent events and the limited availability of information regarding potential claims, uncertainties regarding the amount and timing of actual claims that may arise, the applicability or sufficiency of the company's retrocession and catastrophic coverage arrangements, and the solvency and ability of the company's retrocessionaires and catastrophic coverage providers to perform their contractual obligations.

Readers are cautioned not to place undue reliance on the forward-looking statements, which speak only as of the date on which they are made. We do not undertake any obligations to update these forward-looking statements, even though our situation may change in the future. We qualify all of our forward-looking statements by these cautionary statements.

SOURCE: Reinsurance Group of America Incorporated

Contact:

Reinsurance Group of America Incorporated
Jack B. Lay, 636/736-7439

TUESDAY SEPTEMBER 18, 9:56 AM EASTERN TIME

PRESS RELEASE

SOURCE: Reinsurance Group of America

REINSURANCE GROUP OF AMERICA ANNOUNCES APPROVAL OF STOCK REPURCHASE PROGRAM

ST. LOUIS--(BUSINESS WIRE)--Sept. 18, 2001--The Board of Directors of Reinsurance Group of America, Incorporated (NYSE:RGA - news), approved a repurchase program authorizing the company to purchase up to \$25 million of its shares of stock, as conditions warrant. The Board's action allows management, in its discretion, to purchase shares on the open market. No time frame or prices have been specified for the repurchase program, which is effective immediately.

Repurchases may be made in the open market, through block trades or otherwise. Depending on market conditions and other factors, the repurchases may be commenced or suspended at any time and from time to time without prior notice.

Reinsurance Group of America, Incorporated, through its subsidiaries, RGA Reinsurance Company and RGA Life Reinsurance Company of Canada, is among the largest providers of life reinsurance in North America. In addition to its North American operations, Reinsurance Group of America, Incorporated has subsidiary companies, branch offices or representative offices in Argentina, Australia, Barbados, Hong Kong, Japan, Mexico, South Africa, Spain, Taiwan and the United Kingdom. Worldwide, the Company has approximately \$614 billion of life reinsurance in force, and assets of \$6.2 billion. Metropolitan Life Insurance Company is the beneficial owner of approximately 59 percent of RGA's outstanding shares.

Contact:

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