

SERFF Tracking Number: BBLB-125827537 State: Arkansas  
Filing Company: First Catholic Slovak Ladies Association of the United States of America State Tracking Number: 40334  
Company Tracking Number: FCSLA/FPA0105  
TOI: A02.11 Individual Annuities- Deferred Non- Variable and Variable Sub-TOI: A02.11.002 Flexible Premium  
Product Name: FPA-0105  
Project Name/Number: FCSLA/FPA-0105/FCSLA/FPA-0105

## Filing at a Glance

Company: First Catholic Slovak Ladies Association of the United States of America

Product Name: FPA-0105 SERFF Tr Num: BBLB-125827537 State: ArkansasLH

TOI: A02.11 Individual Annuities- Deferred Non- Variable and Variable SERFF Status: Closed State Tr Num: 40334

Variable and Variable

Sub-TOI: A02.11.002 Flexible Premium Co Tr Num: FCSLA/FPA0105 State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Authors: Virginia Kiddle, Beth Pestka Disposition Date: 10/07/2008

Pestka

Date Submitted: 09/22/2008 Disposition Status: Approved

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

## General Information

Project Name: FCSLA/FPA-0105

Project Number: FCSLA/FPA-0105

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 10/07/2008

State Status Changed: 10/07/2008

Corresponding Filing Tracking Number:

Filing Description:

First Catholic Slovak Ladies Association of the United States of America,

NAIC #56332, FEIN #34-0220540

Forms: FPA-0105, Flexible Premium Deferred Annuity Contract

AA-0105-AR, Application for Annuity

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Deemer Date:



SERFF Tracking Number: BBLB-125827537 State: Arkansas  
Filing Company: First Catholic Slovak Ladies Association of the State Tracking Number: 40334  
United States of America  
Company Tracking Number: FCSLA/FPA0105  
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable  
Product Name: FPA-0105  
Project Name/Number: FCSLA/FPA-0105/FCSLA/FPA-0105

**Filing Company Information**

First Catholic Slovak Ladies Association of the CoCode: 56332 State of Domicile: Ohio  
United States of America  
24950 Chagrin Blvd Group Code: -99 Company Type: Fraternal Benefit  
Society  
Beachwood, OH 44122 Group Name: State ID Number:  
(800) 464-4642 ext. [Phone] FEIN Number: 34-0220540  
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SERFF Tracking Number: BBLB-125827537 State: Arkansas  
Filing Company: First Catholic Slovak Ladies Association of the State Tracking Number: 40334  
United States of America  
Company Tracking Number: FCSLA/FPA0105  
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable  
Product Name: FPA-0105  
Project Name/Number: FCSLA/FPA-0105/FCSLA/FPA-0105

## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? Yes  
Fee Explanation:  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
First Catholic Slovak Ladies Association of the United States of America	\$50.00	09/22/2008	22644042

SERFF Tracking Number: BBLB-125827537 State: Arkansas  
 Filing Company: First Catholic Slovak Ladies Association of the United States of America State Tracking Number: 40334  
 Company Tracking Number: FCSLA/FPA0105  
 TOI: A02.11 Individual Annuities- Deferred Non- Variable and Variable Sub-TOI: A02.11.002 Flexible Premium  
 Product Name: FPA-0105  
 Project Name/Number: FCSLA/FPA-0105/FCSLA/FPA-0105

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	10/07/2008	10/07/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Linda Bird	10/06/2008	10/06/2008	Beth Pestka	10/07/2008	10/07/2008
Industry Response						



SERFF Tracking Number: BBLB-125827537 State: Arkansas  
 Filing Company: First Catholic Slovak Ladies Association of the United States of America State Tracking Number: 40334  
 Company Tracking Number: FCSLA/FPA0105  
 TOI: A02.11 Individual Annuities- Deferred Non- Variable and Variable Sub-TOI: A02.11.002 Flexible Premium  
 Product Name: FPA-0105  
 Project Name/Number: FCSLA/FPA-0105/FCSLA/FPA-0105

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Authorization		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	Required Certifications		Yes
Form	Flexible Premium Deferred Annuity Contract		Yes
Form	Application for Annuity		Yes

SERFF Tracking Number: BBLB-125827537 State: Arkansas  
Filing Company: First Catholic Slovak Ladies Association of the United States of America State Tracking Number: 40334  
Company Tracking Number: FCSLA/FPA0105  
TOI: A02.11 Individual Annuities- Deferred Non- Variable and Variable Sub-TOI: A02.11.002 Flexible Premium  
Product Name: FPA-0105  
Project Name/Number: FCSLA/FPA-0105/FCSLA/FPA-0105

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 10/06/2008  
Submitted Date 10/06/2008  
Respond By Date  
Dear Jerry Alexander,

This will acknowledge receipt of the captioned filing.

### Objection 1

- Certification/Notice (Supporting Document)

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 6-87 and Bulletin 11-88 further address this issue. Please review your issue procedures and assure us that you are in compliance with Ark. Code Ann. 23-79-138 as provided by these bulletins.

Regulation 19s10B requires that all new or revised filing submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Please feel free to contact me if you have questions.

Sincerely,  
Linda Bird

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 10/07/2008  
Submitted Date 10/07/2008

Dear Linda Bird,

### Comments:

#### Response 1

Comments: Enclosed is the requested assurance regarding Arkansas Code 23-79-138 and Certification that the submission meets the requirements of Rule 19 s 10B and all applicable requirements of the Department.

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TOI: A02.11 Individual Annuities- Deferred Non- Variable and Variable Sub-TOI: A02.11.002 Flexible Premium  
Product Name: FPA-0105  
Project Name/Number: FCSLA/FPA-0105/FCSLA/FPA-0105

### **Related Objection 1**

Applies To:

- Certification/Notice (Supporting Document)

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 6-87 and Bulletin 11-88 further address this issue. Please review your issue procedures and assure us that you are in compliance with Ark. Code Ann. 23-79-138 as provided by these bulletins.

Regulation 19s10B requires that all new or revised filing submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

### **Changed Items:**

#### **Supporting Document Schedule Item Changes**

Satisfied -Name: Required Certifications

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Beth Pestka, Virginia Kiddle

SERFF Tracking Number: BBLB-125827537 State: Arkansas  
 Filing Company: First Catholic Slovak Ladies Association of the United States of America State Tracking Number: 40334  
 Company Tracking Number: FCCLA/FPA0105  
 TOI: A02.11 Individual Annuities- Deferred Non- Variable and Variable Sub-TOI: A02.11.002 Flexible Premium  
 Product Name: FPA-0105  
 Project Name/Number: FCCLA/FPA-0105/FCCLA/FPA-0105

## Form Schedule

Lead Form Number: FPA-0105

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	FPA-0105	Policy/Contract/Fraternal Contract Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		59	FCCLA FPA 0105.pdf
	AA-0105-AR	Application/Enrollment Form	Initial		50	FCCLA AA 0105-AR.pdf

First **Catholic** Slovak  
Ladies **Association**  
of the United States of America



24950 Chagrin Blvd., Beachwood, Ohio 44122 1-800-464-4642 [www.fcsla.com](http://www.fcsla.com)

***A Fraternal Benefit Society - Since 1892***

The First Catholic Slovak Ladies Association of the U.S.A. will pay: (1) a maturity benefit on the Maturity Date; or (2) a Death Benefit in the event of Your death prior to the Maturity Date. The payment of benefits or the exercise of the rights and options in this contract will be in accordance with the terms and provisions on this and the pages which follow.

This contract is a legal contract between You and the First Catholic Slovak Ladies Association of the U.S.A. The rights and obligations of each are set forth herein. We have issued this contract in consideration of: (1) the application, a copy of which is included in and made a part of this contract; and (2) payment of the first premium for this contract.

Signed for us at our home office on the contract Date of Issue.

Secretary

President

**READ YOUR CONTRACT CAREFULLY.** We have issued this contract based on the information shown in the application. An index to the contents of this contract is included on page 2.

We will answer any questions regarding this contract on request. The above telephone number may be used: (1) to obtain information or to present inquiries; or (2) for assistance in resolving any complaint.

***RIGHT TO CANCEL.*** *This contract may be returned for cancellation before midnight of the 20th day from the date of its receipt. Cancellation will be by delivering or mailing a written notice, or by sending a telegram, to: Us, at the address shown above; or, Our representative through which the contract was purchased. Notice and return of this contract by mail is effective on being postmarked, properly addressed, with prepaid postage. We will refund all funds paid for this contract in not more than ten (10) days from the date We receive notice and the original contract. Cancellation will void this contract as if it had not been issued.*

**FLEXIBLE PREMIUM DEFERRED ANNUITY CONTRACT**

Life annuity at maturity. Death Benefit payable for death prior to maturity. Alternative Maturity Dates and Options Available. Cash Value interest credited at not less than 3.5% per year. Table of Cash Values on page 5. Participating.

## INDEX

Control of the Contract.....	8	Paid-Up Deferred Annuity.....	6
Death Benefit.....	4	Schedule .....	3
Definitions .....	2	Table of Cash Values.....	5
Dividends.....	6	The Contract .....	7
Flexible Premiums .....	6	Values .....	5
Maturity Benefit .....	3	Application Copy, Endorsements .....	9

## DEFINITIONS

**AGE.** In this contract, age means your age as of the nearest birthday.

**ANNIVERSARY.** Each annual interval from the Date of Issue.

**DATE OF ISSUE.** The effective date for this contract. Contract years and Anniversaries are measured from this date.

**NOTICE.** A written form which You have dated and signed. Communications to Us should include Your name and the contract number shown in the Schedule on page 3.

**WE, US, OUR.** The First Catholic Slovak Ladies Association of the U.S.A., a Fraternal Benefit Society, which: (1) is organized under the laws of the State of Ohio; (2) has no capital stock and is not for profit; (3) has a lodge system and a representative form of government; and (4) functions for the benefit of its members and their beneficiaries.

**YOU, YOUR.** The annuitant named in the application and Schedule.

## MATURITY BENEFIT

Payment of an annuity benefit will begin on the Maturity Date provided You are then living and this contract is then in force. Payment will be made for Your lifetime. You, in writing, may elect a guaranteed period of 5, 10, 15 or 20 years, subject to allowable IRS regulations. In the event of Your death, during a guaranteed period, the Beneficiary may elect to receive the present value of the remaining payments in one lump sum; or to receive the balance of the guaranteed payments.

Guaranteed monthly payment amounts, per \$1,000 of Maturity Value, are shown in the following table. On the Maturity Date, We will automatically substitute any more favorable payment amounts We then provide by: (1) settlement option; or (2) single premium immediate annuity contract. The Maturity Value shall be the amount applied as the consideration for the contract. The amount for each payment will be determined by: (1) Your sex; (2) Your age on the Maturity Date; (3) the frequency for payment; and (4) the guaranteed period, if any. The payment amounts are based on: (1) the A2000 Individual Annuity Mortality Tables; and (2) interest at a compound rate of 3.5% per year. On request, We will provide payment amounts for ages not shown.

### Monthly Payment Amounts Per \$1,000 Maturity Value

MALE						FEMALE				
Guaranteed Period						Guaranteed Period				
	5	10	15	20		5	10	15	20	
<u>None</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>AGE</u>	<u>None</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>
\$5.29	\$5.27	\$5.18	\$5.04	\$4.84	60	\$4.90	\$4.88	\$4.84	\$4.76	\$4.64
6.01	5.95	5.79	5.51	5.16	65	5.49	5.46	5.37	5.22	4.99
7.01	6.88	6.53	6.01	5.44	70	6.33	6.27	6.08	5.76	5.33
8.39	8.10	7.38	6.47	5.62	75	7.56	7.41	6.96	6.30	5.58

Factors for converting from monthly: To Quarterly 2.94; To Semi-Annual 5.94; To Annual 11.76.

**MATURITY DATE.** The Maturity Date is shown in the Schedule below. You, in writing, may change the Maturity Date. If an earlier date is elected, We must receive the notice not less than three months prior to the new date. If a later date is elected, we must receive such notice not later than the date then in effect.

**ALTERNATIVE MATURITY OPTIONS.** In lieu of a monthly life annuity, You may elect payment of the Maturity Value from one of the Special Settlement Options provided on page 6.

**PROOF OF SEX, AGE OR SURVIVAL.** We may require proof: (1) of Your sex or age on the Maturity Date; or (2) that You are then living at any time while payments are being made.

## SCHEDULE

**ANNUITANT:**

**CONTRACT NUMBER:**

**SEX/AGE ON DATE OF ISSUE:**

**DATE OF ISSUE:**

**PREMIUM MODE:**

**MATURITY DATE:**

**FIRST PREMIUM:**

**GUARANTEED INTEREST RATE: 3.5%**

## MATURITY BENEFIT

Payment of an annuity benefit will begin on the Maturity Date provided You are then living and this contract is then in force. Payment will be made for Your lifetime. You, in writing, may elect a guaranteed period of 5, 10, 15 or 20 years, subject to allowable IRS regulations. In the event of Your death, during a guaranteed period, the Beneficiary may elect to receive the present value of the remaining payments in one lump sum; or to receive the balance of the guaranteed payments.

Guaranteed monthly payment amounts, per \$1,000 of Maturity Value, are shown in the following table. On the Maturity Date, We will automatically substitute any more favorable payment amounts We then provide by: (1) settlement option; or (2) single premium immediate annuity contract. The Maturity Value shall be the amount applied as the consideration for the contract. The amount for each payment will be determined by: (1) Your sex; (2) Your age on the Maturity Date; (3) the frequency for payment; and (4) the guaranteed period, if any. The payment amounts are based on: (1) the A2000 Individual Annuity Mortality Tables; and (2) interest at a compound rate of 3.5% per year. On request, We will provide payment amounts for ages not shown.

### Monthly Payment Amounts Per \$1,000 Maturity Value

MALE						FEMALE				
Guaranteed Period						Guaranteed Period				
5	10	15	20		5	10	15	20		
<u>None</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>AGE</u>	<u>None</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>	<u>Years</u>
\$5.29	\$5.27	\$5.18	\$5.04	\$4.84	60	\$4.90	\$4.88	\$4.84	\$4.76	\$4.64
6.01	5.95	5.79	5.51	5.16	65	5.49	5.46	5.37	5.22	4.99
7.01	6.88	6.53	6.01	5.44	70	6.33	6.27	6.08	5.76	5.33
8.39	8.10	7.38	6.47	5.62	75	7.56	7.41	6.96	6.30	5.58

Factors for converting from monthly: To Quarterly 2.94; To Semi-Annual 5.94; To Annual 11.76.

**MATURITY DATE.** The Maturity Date is shown in the Schedule below. You, in writing, may change the Maturity Date. If an earlier date is elected, We must receive the notice not less than three months prior to the new date. If a later date is elected, we must receive such notice not later than the date then in effect.

**ALTERNATIVE MATURITY OPTIONS.** In lieu of a monthly life annuity, You may elect payment of the Maturity Value from one of the Special Settlement Options provided on page 6.

**PROOF OF SEX, AGE OR SURVIVAL.** We may require proof: (1) of Your sex or age on the Maturity Date; or (2) that You are then living at any time while payments are being made.

## SCHEDULE

**ANNUITANT:** John Doe

**CONTRACT NUMBER:** Specimen

**SEX/AGE ON DATE OF ISSUE:** Male/35

**DATE OF ISSUE:** January 15, 2007

**PREMIUM MODE:** Annual

**MATURITY DATE:** January 15, 2037

**FIRST PREMIUM:** \$1,000.00

**GUARANTEED INTEREST RATE:** 3.5%

## **DEATH BENEFIT**

We will pay a Death Benefit to the Beneficiary upon receipt of due proof that Your death occurred prior to the Maturity Date and while this contract was in force. Any death benefit after the Maturity Date will be determined by the maturity option elected. The method for distribution of any death benefit may not be less frequent than that in effect on the date of death.

The Death Benefit will be the sum of:

1. the Cash Value on the prior Anniversary, adjusted for any partial withdrawals since that day, plus interest on such net Cash Value from the Anniversary to the date of Your death; plus
2. any premium paid after the just prior Anniversary plus interest from the date paid to the date of Your death; plus
3. interest on the sum of 1 and 2 above from the date of Your death to the date of payment.

**PAYMENT.** The Death Benefit will be paid from Our home office in one lump sum. Payment will be made in no more than thirty (30) days from the date We receive due proof of Your death and a statement of claim from your Beneficiary. A return of this original contract may be required. Payment in one lump sum must be made within not more than five (5) years from the date of Your death.

Payment will be in equal shares when the designation of Beneficiary does not state the percentage ownership of each of two (2) or more Beneficiaries. If there is no surviving Beneficiary, the Death Benefit will be paid to Your estate.

In lieu of payment in one lump sum, payment under one of the following options may be elected by the beneficiary within a period of one (1) year from the date of Your death:

- (A) equal installments over a period of not more than five years from the date of Your death;
- (B) equal installments over a period not to exceed the then life expectancy of the Beneficiary; or
- (C) equal installments under a lifetime annuity provided that any guaranteed period may not exceed the then life expectancy of the Beneficiary. Life annuity monthly payment amounts are shown in the table on page 3.

Payment, under any of the above options, must begin within one year from the date of Your death. Life expectancy, as used in these options, will be determined from the table then used by the Federal Internal Revenue Service.

**INTEREST.** Interest credits will be at the rate We then pay although not less than 3.5% per year.

**SPOUSE BENEFICIARY.** In the event of Your death while this contract is in force, Your spouse, if named as Beneficiary, may elect to continue this contract in lieu of any other settlement. Your spouse will be the annuitant and owner for the continued contract.



## VALUES

**MATURITY VALUE.** The Maturity Value is the Cash Value on the Maturity Date.

**CASH VALUE.** The Cash Value is the net sum of: (1) the premiums paid; plus (2) interest credits; plus (3) any dividends added; less (4) any partial withdrawals.

**INTEREST.** Interest credits are guaranteed to be not less than 3.5% per year. Such credits will be added to the Cash Value each year on the contract Anniversary. An interest credit also will be added to the amount of any Cash Value withdrawn on other than an Anniversary based on the time elapsed from the prior Anniversary to the withdrawal date.

**DEFERRAL.** We may defer a withdrawal for a period not to exceed six months. Interest credits will continue on any deferred amount. We will not defer a withdrawal made solely for payment of a premium due Us or of any dividends included in the Cash Value.

**ANNUAL REPORT.** We will send You a report each year. The report will include the following activities for the last, complete, year: (1) the Cash Value at the start and end of that year; (2) the amount of any premiums paid; (3) interest credits; (4) the amount of any dividend added to the Cash Value; (5) the amount of any partial withdrawals of Cash Value; (6) the Death Benefit at the end of that year; and (7) Our declared rate(s) of interest in that year and then in effect.

**VALUES AND BENEFITS.** The following values are not less than as may be required by law in the State where this contract was delivered: (1) the Cash Values; (2) the Maturity and Death Benefits; and (3) the Paid-Up Deferred Annuity benefit.

**WITHDRAWAL.** Unless you have elected a settlement option, you may withdraw from the Cash Value at any time provided that you do not exceed four (4) withdrawals per anniversary year. The withdrawal limitations also apply to those who request additional withdrawals beyond their requested periodic interest payments. The amount withdrawn must be at least \$100 or, if the balance is less than \$100, the entire Cash Value.

**WITHDRAWAL CHARGE.** We may deduct a Withdrawal Charge from the amount of any Cash Value withdrawn during the first five (5) contract years. However, no Withdrawal Charges will be deducted from a once per contract year "free withdrawal" of up to a maximum of 10% of the then Cash Value.

Contract Year	1	2	3	4	5	6 and later
Withdrawal Charge	5%	4%	3%	2%	1%	None

### TABLE OF CASH VALUES

The values shown in the table below are at the end of years from the Date of Issue. The values assume: (1) level annual premium payments of \$1,000 each with each payment after the initial deposit made on an Anniversary date; (2) interest credits at the guaranteed rate of 3.5% per year; (3) no dividends; and (4) no partial withdrawals. The values will increase: (1) with any interest credits in excess of 3.5% per year; (2) with any dividends added; and (3) will decrease with any withdrawals. Values for level annual premium payments of other than \$1,000 are proportional to those shown. On request, We will provide values for years not shown.

Values Per \$1,000 Level Annual Premium

<u>End of Year</u>	<u>Cash Value</u>	<u>End of Year</u>	<u>Cash Value</u>	<u>End of Year</u>	<u>Cash Value</u>
1	\$988.43	11	13,601.96	21	31,328.90
2	2,030.40	12	15,113.03	22	33,460.41
3	3,128.14	13	16,676.99	23	35,666.53
4	4,283.94	14	18,295.68	24	37,949.86
5	5,500.20	15	19,971.03	25	40,313.10
6	6,779.41	16	21,705.02	30	53,429.47
7	8,051.69	17	23,499.69	35	69,007.60
8	9,368.50	18	25,357.18	40	87,509.54
9	10,731.39	19	27,279.68	45	109,484.03
10	12,141.99	20	29,269.47	50	135,582.84

## FLEXIBLE PREMIUMS

The payment of premium for this contract is not required after payment of the first premium. An additional premium may be paid at any time. A payment may not be less than \$25 nor more than \$12,000 in any contract year without Our consent. Premiums may be paid at Our home office or to Our authorized representative in exchange for a receipt. On request, We will provide a receipt for any premium paid.

**PREMIUM REMINDERS.** We will send a premium reminder notice at the premium mode shown in the Schedule on page 3. You may change the mode at any time by providing us with written notice.

## PAID-UP DEFERRED ANNUITY

We will continue this contract automatically as a paid-up deferred annuity when premium payments cease. The Maturity and Cash Values and the Death Benefit will be determined as provided in this contract. Interest credits will continue as provided. You may resume premium payments at any time as provided in the Flexible Premiums provision.

## DIVIDENDS

Dividends are not anticipated for this contract. Each year We will review Our experience to determine any dividend for this contract. You may apply a dividend under one of the following options:

1. **Cash.** The dividend will be paid to You in cash.
2. **Add to Cash Value.** The dividend will be added to, and become a part of, the Cash Value. Interest will be added at our then rate, although not less than 3%. You may withdraw any dividends, with interest thereon at any time.

**OPTION.** You, by written notice, may elect or change a dividend option. A change will apply only to any dividend credited after Our receipt of Your written notice. If You have not elected an option, and do not do so within sixty (60) days after We send notice of dividend, the dividend will be automatically applied under option 2.

## SPECIAL SETTLEMENT OPTIONS

One of the following options may be elected in lieu of the maturity benefits on page 3:

**OPTION 1 – PAYMENT OF A SPECIFIED AMOUNT.** We will make payments in an amount and at a frequency elected. The payment amount may not be less than \$100. The final payment under this option will be for any remaining balance not greater than the payment amount.

**OPTION 2 – PAYMENTS FOR A SPECIFIED PERIOD.** We will make payments for the period and at the frequency elected. The payment amount may not be less than \$100. Payment amounts for years not shown in the following table will be provided on request.

MONTHLY PAYMENT AMOUNTS, PER \$1,000

<u>Years</u>	<u>Amount</u>	<u>Years</u>	<u>Amount</u>	<u>Years</u>	<u>Amount</u>
1	\$84.65	6	\$15.35	15	\$7.10
2	43.05	7	13.38	20	5.75
3	29.19	8	11.90	25	4.96
4	22.27	9	10.75	30	4.45
5	18.12	10	9.83		

## THE CONTRACT

**ENTIRE CONTRACT.** The entire contract between You and us will consist of:

- (1) this contract including the attached copy of the application;
- (2) any Amendment or Endorsement included in this contract; and
- (3) Our Articles of Incorporation, Constitution and Bylaws. Any change, addition, or amendment to such documents will be binding and thereafter will govern and control this contract. They will not reduce or destroy benefits provided by this contract on its Date of Issue.

**REPRESENTATIONS.** We consider all statements in the application representations and not warranties.

**INCONTESTABLE.** This contract is incontestable from its Date of Issue.

**MODIFICATION OR CHANGE.** This contract may be modified or changed only with the written consent of Our President or Secretary. No agent or other person has authority to modify or change this contract or to waive any of the contract terms or provisions.

**MISSTATEMENT OF SEX OR AGE.** The annuity benefits provided by this contract will be adjusted if Your sex or date of birth is not correctly stated in the application. The annuity payments will be as provided by the Maturity Value based on Your correct sex or date of birth. We will pay any under-payment in one sum or deduct any over-payment from the next payment or payments due. The amount paid or deducted will include interest at a rate of 3.5% per year on the amount of each under or over payment.

**GOVERNING LAW.** This contract is subject to the laws of the State in which it was delivered. If part of it does not follow such laws, it will be treated as if it did. Such law, at all times, will govern Our and Your rights and responsibilities and those of all others who may make a claim against this contract.

**FEDERAL LAW.** Federal Tax Law may change from time to time and impose certain requirements as necessary for continued qualification of this contract as an annuity under the Tax Law. We will amend this contract to comply with any such change which is effective after its Date of Issue. Any such amendment will be filed with the insurance regulatory authority in the State where this contract was delivered. The amendment will be sent to You for Your acceptance. Your non-acceptance may result in disqualification of this contract as an annuity under Federal Tax Law.

## **CONTROL OF THE CONTRACT**

**MEMBERSHIP.** The rights and privileges of Our members are stated in Our Constitution and Bylaws. Such rights and privileges are personal to the member and not subject to transfer or assignment.

**OWNER.** The Annuitant shall be the Owner of this contract; except, when the Applicant, as shown in the Application, is an entity other than a person, the Applicant shall be the Owner. When the Annuitant is the Owner, the owner may not be changed. When the Applicant is the Owner, the Owner may be changed, by Written notice, to the Annuitant only.

**BENEFICIARY.** The person(s) or entity named as such in the application.

**CHANGE OF BENEFICIARY.** You, in writing, may change the Beneficiary at any time. A change will be effective on the date signed of Our receipt of such notice even though You may not be living on the date of such receipt. A change will not affect any benefit paid or action taken prior to Our receipt of such notice.

**ASSIGNMENT.** You may assign all or specific rights or benefits in this contract. Upon Our receipt, an assignment will be effective on its signing date. We assume no responsibility for the validity or effect of any assignment. An assignment may have tax implications. We suggest that You seek tax advice prior to any assignment.

**SUSPENSION OR EXPULSION.** If We should suspend or expel You from membership, You may continue this contract in force.

**MAINTENANCE OF SOLVENCY.** The provision for flexible premiums and the benefits provided by this contract are not subject to change. In the event a deficiency should occur which would impair Our solvency, We will determine an equitable share of the deficiency for this contract in accordance with applicable law. You will not be personally responsible for the share apportioned to this contract. You may pay the share of the deficiency in cash. If not paid, the share will stand as a lien against this contract and bear compound interest at a rate of 5.0% per year. The lien will be deducted from any benefit payable. In lieu of or in combination with the lien, You may request a reduction in benefits proportionate to the amount of the lien.

**ATTACH**

Copy of Application, any Amendment or Endorsement

First **Catholic** Slovak  
Ladies **Association**  
of the United States of America

*A Fraternal Benefit Society – Since 1892*

**FLEXIBLE PREMIUM DEFERRED ANNUITY CONTRACT**

Life annuity at maturity. Death Benefit payable for death prior to maturity. Alternative Maturity Dates and Options Available. Cash Value interest credited at not less than 3.5% per year. Table of Cash Values on page 5. Participating.

***IMPORTANT NOTICE***

Please read carefully the copy of the application attached to this certificate. This document is a legal contract between You and Us. It has been issued in the belief that all the answers in the application are correct and complete. If any answer is incorrect or incomplete, or if any medical history has been left out, please provide notice to Us immediately.

***A WORD TO THE INSURED MEMBER***

Please include your contract number in all correspondence to Us. We should be promptly informed of any change in Your address.

The First Catholic Slovak Ladies Association  
24950 Chagrin Boulevard, Beachwood Ohio 44122  
Telephone: (800)464-4642

**APPLICATION FOR ANNUITY**  
**The First Catholic Slovak Ladies Association**  
**Of the United States of America**  
24950 Chagrin Boulevard, Beachwood Ohio 44122

Annuity # \_\_\_\_\_

Branch # \_\_\_\_\_

**Please Print - Use Ink Only**

**1. Proposed Annuitant:**

Name: \_\_\_\_\_ Social Security # \_\_\_\_\_  
Address: \_\_\_\_\_ Telephone # (\_\_\_\_\_) \_\_\_\_\_  
\_\_\_\_\_ Date of Birth: \_\_\_\_\_ Sex: \_\_\_\_\_  
Maiden Name if Female: \_\_\_\_\_ Place of Birth: \_\_\_\_\_

**2. Type of Annuity (Indicate A or B)**

a) \_\_\_\_\_ **Flexible Premium Deferred** Initial Premium Amount \$ \_\_\_\_\_  
Benefits to Commence at Age \_\_\_\_\_  
Premium Notice: \_\_\_\_\_ Annual \_\_\_\_\_ Semi-Annual \_\_\_\_\_ Quarterly \_\_\_\_\_ Monthly \_\_\_\_\_ None

b) \_\_\_\_\_ **Single Premium Immediate** Single Premium Amount \$ \_\_\_\_\_  
Settlement Option Elected: \_\_\_\_\_  
Settlement Effective Date: \_\_\_\_\_

**3. Beneficiary: (Indicate full name, Social Security #, and relationship to Annuitant - If more space is needed add sheet)**

Primary: \_\_\_\_\_  
\_\_\_\_\_

Contingent: \_\_\_\_\_  
\_\_\_\_\_

**4. Replacement: (If replacement is involved, indicate name of current company and policy/ contract # below)**

Will the plan now applied for replace or change any existing insurance or Annuity? \_\_\_\_\_ Yes \_\_\_\_\_ No  
Company \_\_\_\_\_  
Policy # \_\_\_\_\_

**5. Will this Annuity be a tax qualified plan?** \_\_\_\_\_ Yes \_\_\_\_\_ No **Is it a Rollover or Transfer?** \_\_\_\_\_ Yes \_\_\_\_\_ No  
**If Qualified, show basis:** \_\_\_\_\_ Traditional IRA \_\_\_\_\_ ROTH IRA \_\_\_\_\_ SEP \_\_\_\_\_ Simple \_\_\_\_\_ KEOGH \_\_\_\_\_ Other

**6. Other Remarks / Instructions** \_\_\_\_\_  
\_\_\_\_\_

The undersigned: (1) **REPRESENT** that the information shown in this application is, to the best of their knowledge and belief, complete and true; (2) **AGREE** that this application shall be the basis for and a part of any contract issued; and (3) **UNDERSTAND** that: (A) **the contract will be effective on the date the Association approves issue of the contract or the date of its receipt of the first premium for the contract;** and (B) only an officer of the Association may, in writing: (a) make or modify contracts; or (b) waive any of the Association's rights or requirements.

**FRAUD WARNING**

Any person who knowingly or with intent to defraud presents a false or fraudulent claim for payment of a loss or benefit, or knowingly or with intent to defraud presents false information in an application for insurance, is guilty of a crime and may be subject to fines and confinement in prison.

**Owner:** The proposed Annuitant shall be the Owner of any contract issued, except when the Applicant is an entity other than a person, the applicant shall be the owner. The contract shall be effective on its date of issue.

Signed at: \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**Proposed Annuitant (Parent or Guardian if Applicant is under age 16)**

**Field Worker/ Recommender/ Agent Statement:** Do you have knowledge or reason to believe that the replacement of existing life insurance or annuities may be involved? \_\_\_\_ Yes. \_\_\_\_ No.

\_\_\_\_\_  
**Field Worker/ Recommender/ Agent Signature**

\_\_\_\_\_  
**Date**

AA 0105-AR

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**REQUIREMENTS REGARDING EVIDENCE OF DATE OF BIRTH**

Satisfactory evidence of the date of birth is required in all cases before annuity payments may be made. It is preferable to have such evidence on installment premium retirement annuities before issue. A certified copy of any record furnished is required. The best and most acceptable evidence is:

- Copy of birth certificate filed at or near time of birth.
- Record from the bureau of Vital Statistics or equivalent office.
- Copy of Baptismal Certificate (certified by the appropriate authority).
- Record of birth from family Bible or genealogical history presented on Proof of Age Affidavit.

Efforts to obtain one of the above should be made in all cases but if none can be obtained, the Association will consider the following sources. However, if one of these is used, a letter of explanation should accompany such evidence stating why it is being presented.

- School record.
- Confirmation record.
- Certificate of marriage.
- Life insurance record under a contract issued at least five years ago.
- Naturalization record.
- Passport, at least five years old.
- Army or Navy discharge paper.

If none of the above is available, a detailed statement as to the effort made to secure such evidence should be submitted with the application and further instructions as to the evidence for consideration will be given.

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**The First Catholic Slovak Ladies Association of the USA**  
*A Fraternal Benefit Society*

**RECEIPT**

Received from \_\_\_\_\_ the sum of \$ \_\_\_\_\_ in connection with an annuity application, bearing the same date as this receipt, for \_\_\_\_\_, Proposed Annuitant. This receipt is not valid unless: (1) the check, draft, or money order tendered as payment is good and collectible; and (2) it is signed by the person receiving the payment.

Date: \_\_\_\_\_ Field Worker/ Recommender/ Agent: \_\_\_\_\_

Please notify the Association within 30 days after the date of this Receipt, if you have not received: (1) the contract applied for; or (2) refund of the payment. Please be certain to include: (1) the amount paid; (2) the date of the payment; and (3) the name of the person to whom payment was made. Make all remittances payable to: First Catholic Slovak Ladies Association, 24950 Chagrin Boulevard, Beachwood, OH 44122.

AR 0105



SERFF Tracking Number: BBLB-125827537 State: Arkansas  
Filing Company: First Catholic Slovak Ladies Association of the United States of America State Tracking Number: 40334  
Company Tracking Number: FCSLA/FPA0105  
TOI: A02.11 Individual Annuities- Deferred Non- Variable and Variable Sub-TOI: A02.11.002 Flexible Premium  
Product Name: FPA-0105  
Project Name/Number: FCSLA/FPA-0105/FCSLA/FPA-0105

## Supporting Document Schedules

**Review Status:** 09/22/2008  
**Satisfied -Name:** Certification/Notice  
**Comments:**  
**Attachments:**  
FPA-0105 Readability Cert.pdf  
FCSLA-AA-0105-AR Readability.pdf

**Review Status:** 09/22/2008  
**Satisfied -Name:** Authorization  
**Comments:**  
**Attachment:**  
FCSLA Authorization.pdf

**Review Status:** 09/22/2008  
**Satisfied -Name:** Statement of Variability  
**Comments:**  
**Attachment:**  
Statement of Variability.pdf

**Review Status:** 10/07/2008  
**Satisfied -Name:** Required Certifications  
**Comments:**  
**Attachments:**  
Rule Certification.pdf  
Code and Bulletin Compliance.pdf

READABILITY CERTIFICATION

A. Form

Form No.

Flexible Premium Deferred Annuity Contract

FPA-0105

[ ] Forms listed, policy and its related forms, have been scored as one unit, score shown in D, below, is a combined score.

[x] Score shown in D, below, is for the form listed.

B. [x] Test applied to entire form.

[ ] Test was applied on a sample basis. Copy of form enclosed indicating text samples scored.

C. Standard for certification. A checked block indicates the standard has been achieved.

All Forms

[x] the form achieves the required minimum Flesch reading ease score in accordance with the option chosen in A above.

[x] the form, except for specification pages, schedules and tables, is printed in not less than 10 point type, one point leaded.

[x] the layout and spacing of the form separates the paragraphs from each other and from the border of the paper.

[x] the section titles are captioned in bold face or otherwise stand out significantly from the text.

[x] unnecessarily long, complicated or obscure words, sentences, paragraphs or constructions are not used in the form.

Policy Forms Only

[x] the style arrangement and overall appearance of the policy give no undue prominence to any portion of the policy or to any endorsements or riders.

[x] a table of contents or an index of the principal sections is included in the policy.

D. Flesch Scale Readability Score 58.582

Number of:  
Sentences: 210  
Words: 3,648  
Syllables: 5,633

Ratio of:  
Words to Sentences: 17.371  
Syllables to Words: 1.544

Bruce and Bruce Company  
Consulting Actuaries for First Catholic Slovak Ladies Association of the United States of America

By *Suzanne J. Drotleff*

Date August 9, 2007

READABILITY CERTIFICATION

A. Form

Form No.

Annuity Application with Receipt

AA-0105-AR with AR-0105

Forms listed, policy and its related forms, have been scored as one unit, score shown in D, below, is a combined score.

Score shown in D, below, is for the form listed.

B.  Test applied to entire form.

Test was applied on a sample basis. Copy of form enclosed indicating text samples scored.

C. Standard for certification. A checked block indicates the standard has been achieved.

All Forms

the form achieves the required minimum Flesch reading ease score in accordance with the option chosen in A above.

the form, except for specification pages, schedules and tables, is printed in not less than 10 point type, one point leaded.

the layout and spacing of the form separates the paragraphs from each other and from the border of the paper.

the section titles are captioned in bold face or otherwise stand out significantly from the text.

unnecessarily long, complicated or obscure words, sentences, paragraphs or constructions are not used in the form.

Policy Forms Only

the style arrangement and overall appearance of the policy give no undue prominence to any portion of the policy or to any endorsements or riders.

a table of contents or an index of the principal sections is included in the policy.

D. Flesch Scale Readability Score 50.104

Number of:

Ratio of:

Sentences: 85

Words to Sentences: 7.553

Words: 642

Syllables to Words: 1.762

Syllables: 1,131

Bruce and Bruce Company

Consulting Actuaries for First Catholic Slovak Ladies Association of the United States of America

By *Arene J. Drotloff*

Date August 9, 2007



**FIRST CATHOLIC SLOVAK LADIES ASSOCIATION**  
**of the United States of America**  
A Fraternal Benefit Society  
Cleveland, Ohio 44122

**AUTHORIZATION**

Bruce and Bruce Company, Consulting Actuaries, 916 Sherwood Drive, Lake Bluff, Illinois 60044-2284, is hereby authorized to file insurance and insurance related forms on behalf of the First Catholic Slovak Ladies Association of the United States of America. Bruce and Bruce Company is also authorized to represent the First Catholic Slovak Ladies Association of the United States of America, by telephone, FAX or letter or email, in matters relating to such filings.

Date: June 16, 2008

*Mary Ann Johaneċ*  
National President

**First Catholic Slovak Ladies Association  
of the United States of America**

**Statement of Variability**

**Form FPA-0105**

Page 1 (Cover Page):

The address and phone number may change if the Society moves its Home Office.

The names of the Officers may change if the Society elects new officers.

Page 3:

The Annuitant information is based on the information in the application.

The Contract Number is assigned by the Society Home Office.

The Maturity Date is the contract anniversary for the date elected by the applicant in the application.

Last Page:

The address and phone number may change if the Society moves its Home Office.

First Catholic Slovak Ladies Association of the United States of America

Certification Regarding Rule 19 section 10B

On behalf of the First Catholic Slovak Ladies Association of the United States of America, I certify that the Forms submission meets the requirements of Rule 19 section 10B, as well as all applicable requirements of the Department.



October 6, 2008

Date

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Authorized Consultant

First Catholic Slovak Ladies Association of the United States of America

Compliance with Arkansas Code 23-79-138 and Bulletin 6-87 and  
Bulletin 11-88

As a newly licensed Society in Arkansas, the First Catholic Slovak Ladies Association of the United States of America will comply with Arkansas Code 23-79-138 and Bulletin 6-87 and Bulletin 11-88 when it begins issuing policies in Arkansas.

A handwritten signature in blue ink that reads "James R. Alexander". The signature is written in a cursive style.

October 6, 2008  
Date

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Authorized Consultant