

SERFF Tracking Number: FRCS-125872170 State: Arkansas
Filing Company: The Independent Order of Foresters State Tracking Number: 40686
Company Tracking Number: 5074
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium
Variable
Product Name: Foresters Classic Deferred 5 (FCD5) (spda)
Project Name/Number: Foresters/63.1 /63.1

Filing at a Glance

Company: The Independent Order of Foresters

Product Name: Foresters Classic Deferred 5 (FCD5) (spda) SERFF Tr Num: FRCS-125872170 State: ArkansasLH

TOI: A02I Individual Annuities- Deferred Non- Variable SERFF Status: Closed State Tr Num: 40686

Sub-TOI: A02I.003 Single Premium

Co Tr Num: 5074

State Status: Approved-Closed

Filing Type: Form

Co Status: None

Reviewer(s): Linda Bird

Authors: Jana Ellmaker, Aaron Clark

Disposition Date: 10/28/2008

Date Submitted: 10/24/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Foresters/63.1

Status of Filing in Domicile: Not Filed

Project Number: 63.1

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Approval of these forms is not required by the Insurance Laws of Canada where the Society is domiciled.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 10/28/2008

State Status Changed: 10/28/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Our fee of \$50.00 has been sent via EFT.

Form FCDS-US01-2008 is identical to the previously approved form FSCS-US01-2005- Foresters Secured Classic Single Premium Deferred Annuity, with the exception of the following ;

SERFF Tracking Number: FRCS-125872170 State: Arkansas
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TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable
Product Name: Foresters Classic Deferred 5 (FCD5) (spda)
Project Name/Number: Foresters/63.1 /63.1

- 1) New form number; and
- 2) A new reduced surrender charge period starting from 5% in certificate year 1 and decreasing by 1% per year to 0% in certificate year 6 and more.

Form FSCS-US01-2005 was approved in your state on Sep 27-06.

This certificate is a Single Premium Deferred Annuity with a Market Value Adjustment (MVA) feature. The minimum issue age is 0 for non-qualified certificates and 16 for qualified certificates sold as IRA or Roth IRA. The maximum issue age is 90. The maturity date is the Certificate Anniversary nearest the 100th birthday of the Annuitant.

The target market is state individuals who want to save for their retirement or for long-term savings needs and who desire a lifetime income. The product will be sold through independent distributors.

The Individual Retirement Rider and Roth IRA Endorsement will be available. This certificate can be sold as either IRA, Roth IRA, or non-qualified.

The Independent Order of Foresters is a fraternal organization.

The Company hereby certifies that Foresters Classic Deferred – Single Premium Deferred Annuity will be a non-illustrated product.

The following is a list of the form numbers to be used with this filing.

Form Number	Description	Approval Date
104376	US 06/05/ Application/	Aug 23-06
Form 5305-RB/	Roth IRA Form/	Sep 27-06
IRA-US01-2002/	IRA Rider/	Sep 27-06
100835	US(12/02)/ IRA Disclosure Statement/	Sep 27-06
WSC-US01-2007/	Waiver of Surrender Charges Amendment upon Confinement or Chronic Illness/	Jan 2-08

The application will be available electronically to Foresters distribution groups on a secure website and as a pre-printed orderable form. The electronic version of this form may be downloaded, printed off and filled in by hand, or may be filled

<i>SERFF Tracking Number:</i>	<i>FRCS-125872170</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Independent Order of Foresters</i>	<i>State Tracking Number:</i>	<i>40686</i>
<i>Company Tracking Number:</i>	<i>5074</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.003 Single Premium</i>
<i>Product Name:</i>	<i>Foresters Classic Deferred 5 (FCD5) (spda)</i>		
<i>Project Name/Number:</i>	<i>Foresters/63.1 /63.1</i>		

out electronically. This may occur in person with the applicant and/or via telephone interview. In all cases the 'hardcopy' of the completed form will be provided to the applicant for review and applicable signatures.

Depending on the method of generation and printing, the formatting and fonts may be slightly altered but all content will remain identical to the approved form. The font size will never be less than required by your state.

Approval of this form is not required by the Insurance Laws of Canada where the Society is domiciled.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

If you have any questions or need additional information, please call toll-free 1-800-927-2730. Thank you for your assistance.

Company and Contact

Filing Contact Information

(This filing was made by a third party - FC01)

Jana Ellmaker, Senior Compliance Specialist	jana.ellmaker@firstconsulting.com
1020 Central	(800) 927-2730 [Phone]
Kansas City, MO 64105	(816) 391-2755[FAX]

Filing Company Information

The Independent Order of Foresters	CoCode: 58068	State of Domicile: New York
789 Don Mills Rd.	Group Code:	Company Type:
Toronto, ON M3C 1T9	Group Name:	State ID Number:
(416) 429-3000 ext. 4571[Phone]	FEIN Number: 98-0000680	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No

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Product Name: Foresters Classic Deferred 5 (FCD5) (spda)
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Fee Explanation: \$50.00 per policy, times one policy equals \$50.00
Per Company: No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Independent Order of Foresters	\$50.00	10/24/2008	23464915

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	10/28/2008	10/28/2008

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Disposition

Disposition Date: 10/28/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Complaint notice		Yes
Supporting Document	Financial Disclosure		Yes
Supporting Document	Roth Financial Disclosure		Yes
Supporting Document	Contract summary		Yes
Supporting Document	Statement of variability		Yes
Supporting Document	Readability certification		Yes
Supporting Document	Third party authorization		Yes
Form	Single Premium Deferred Annuity Certificate		Yes

SERFF Tracking Number: *FRCS-125872170* State: *Arkansas*
 Filing Company: *The Independent Order of Foresters* State Tracking Number: *40686*
 Company Tracking Number: *5074*
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 Product Name: *Foresters Classic Deferred 5 (FCD5) (spda)*
 Project Name/Number: *Foresters/63.1 /63.1*

Form Schedule

Lead Form Number: FCDS-US01-2008

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	FCDS-US01-2008	Policy/Contract	Single Premium Deferred Annuity Certificate	Initial		47	AR FCDS-US01-2008.pdf

The Independent Order of Foresters ('Foresters')
A Fraternal Benefit Society Organized in 1874

Owner: [John Doe]
Annuitant: [John Doe]
Issue Date: [August 16, 2008]

Certificate Number: [1491625]
Branch Number: [1001]

**[Foresters Classic Deferred 5]
Single Premium Deferred Annuity Certificate
Participating**

In this certificate, *you* and *your* mean the Owner of this certificate, subject to the Control of Certificate Provision. *We, our* and *us* mean The Independent Order of Foresters ('Foresters').

Foresters will pay commencing on the Maturity Date, subject to the provisions of this certificate, the Annuity Benefit as described in the **Default Form of Annuity** provision. Instead, you may elect to begin payment of an Annuity Benefit under one or more of the available options described in the **Guaranteed Settlement Options** provision. You may change the elected option before the first payment of an Annuity Benefit.

If the Annuitant dies before the Maturity Date, while this certificate is in effect, and before payment of an Annuity Benefit begins, we will pay a Death Benefit. We require proof of death. That proof must be acceptable to us.

Surrender, transfer or withdrawal of funds from this certificate on or before the Maturity Date is subject to the Market Value Adjustment described in this certificate. That adjustment may either increase or decrease the value of the funds surrendered, transferred or withdrawn. The Cash Value will never be less than that required by the law of the state in which the certificate is delivered.

The following pages are part of this certificate. This certificate is issued from our office. This certificate is issued on the Issue Date.

Contacting Us: Our U.S. mailing address is: [P.O. Box 179, Buffalo, New York 14201-0179]

Right to Cancel

This certificate may be cancelled within [10] days of your receiving it. If this is your wish, please return this certificate to us. This can be done by mailing it to our U.S. mailing address.

When we have received this returned certificate, it will be cancelled from the Issue Date. We will refund to you any premium you have paid to us. This refund will be processed within 10 days after our receipt of this certificate.

Signed at Toronto, Ontario, Canada as of the Issue Date.

[_____]



[
EXECUTIVE SECRETARY

[_____]



[
INTERNATIONAL FRATERNAL PRESIDENT

SINGLE PREMIUM DEFERRED ANNUITY CERTIFICATE

This certificate is a legal contract between you and us. Please read it carefully. No one, including our representative, can make any promise or representation about this certificate, written or oral, which is different from what is described in this certificate.

If you are at all unclear or uncertain about your understanding of this certificate, please call us toll free at [1 (800) 828-1540]. If you do not return this certificate to us within the period described in the **Right to Cancel** provision, you will be held to have read, understood and have agreed with the terms of this certificate.

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CERTIFICATE SPECIFICATIONS

[Foresters Classic Deferred 5] - Single Premium Deferred Annuity

Owner: [John Doe] Certificate Number: [1491625]
 Annuitant: [John Doe] Branch Number: [1001]
 Annuitant Age and Sex: [35] [Male] Maturity Date: [August 16, 2073]
 Issue Date: [August 16, 2008]

Tax Status: [Qualified-IRA]

Beneficiary as specified in the application, unless changed in writing as described in the **Beneficiary** provision of this certificate.

Participating in dividends, as described in the **Participating** provision of this certificate.

Premium

Single Premium: [\$ 10,000.00]

Minimum Amount to be allocated to a Guaranteed Interest Account: [\$ 5,000.00]

Minimum Withdrawal Amount: [\$500.00]

Minimum Transfer Amount: [\$500.00]

Minimum Accumulated Value after Withdrawal: [\$1,000.00]

Minimum Guaranteed Interest Rate: [3.00%]

Guaranteed Settlement Option Interest Rate: [1.50%]

Guaranteed Settlement Option Mortality Table: [Annuity 2000 Mortality Table]

Allocation Percentage and Declared Interest Rate:

Term of Guaranteed Interest Account (GIA)	Allocation Percentage (%)	Declared Interest Rate as of Issue Date (%)
[1-Year]	[0]	[4.500]
[3-Year]	[0]	[4.600]
[5-Year]	[100]	[4.700]

Surrender Charges

The Surrender Charge Percentage to be applied varies by the Certificate Year, based on the effective date of surrender, withdrawal, or an option under the **Guaranteed Settlement Options** provision.

Table of Surrender Charges			
Certificate Year	Surrender Charge Percentage (%)	Certificate Year	Surrender Charge Percentage (%)
1	5	5	1
2	4	6 or more	0
3	3		
4	2		

Table of Guaranteed Values		
End of Certificate Year	Accumulated Value (\$)	Cash Value (\$)
[1]	[10,300.00]	[9,785.00]
[2]	[10,609.00]	[10,227.08]
[3]	[10,927.27]	[10,632.23]
[4]	[11,255.09]	[11,052.50]
[5]	[11,592.74]	[11,488.41]
[6]	[11,940.52]	[11,940.52]
[7]	[12,298.74]	[12,298.74]
[8]	[12,667.70]	[12,667.70]
[9]	[13,047.73]	[13,047.73]
[10]	[13,439.16]	[13,439.16]
[Age 50]	[15,579.67]	[15,579.67]
[Age 55]	[18,061.11]	[18,061.11]
[Age 60]	[20,937.78]	[20,937.78]
[Age 65]	[24,272.62]	[24,272.62]
[Age 70]	[28,138.62]	[28,138.62]
[Age 100]	[68,299.83]	[68,299.83]

Guaranteed Settlement Option Tables

The rates shown in the tables in this provision are for determining monthly payments per \$1,000 applied to that option. These rates are based on [1.5%] interest and the [Annuity 2000 Mortality Tables].

We will provide any rates and ages not shown in the tables upon your request. The Age shown in the tables for Options D and E is the Age at the commencement of the monthly payment.

Option B - Periodic Payments For A Fixed Period

Number of years payable	Monthly payment per \$1,000	Number of years payable	Monthly payment per \$1,000	Number of years payable	Monthly payment per \$1,000
[1]	[\$83.90]	[11]	[\$8.21]	[21]	[\$4.62]
[2]	[42.26]	[12]	[7.58]	[22]	[4.44]
[3]	[28.39]	[13]	[7.05]	[23]	[4.28]
[4]	[21.45]	[14]	[6.59]	[24]	[4.13]
[5]	[17.28]	[15]	[6.20]	[25]	[3.99]
[6]	[14.51]	[16]	[5.85]	[26]	[3.86]
[7]	[12.53]	[17]	[5.55]	[27]	[3.75]
[8]	[11.04]	[18]	[5.27]	[28]	[3.64]
[9]	[9.89]	[19]	[5.03]	[29]	[3.54]
[10]	[8.96]	[20]	[4.81]	[30]	[3.44]

Option D – Life Annuity

Age of Annuitant	Monthly payment per \$1,000			
	Life with a guaranteed period of			Installment refund
	5 years	10 years	20 years	
[20]	[\$1.95]	[\$1.95]	[\$1.95]	[\$1.93]
[25]	[2.05]	[2.04]	[2.04]	[2.02]
[30]	[2.16]	[2.16]	[2.16]	[2.13]
[35]	[2.30]	[2.30]	[2.29]	[2.25]
[40]	[2.48]	[2.48]	[2.46]	[2.40]
[45]	[2.70]	[2.70]	[2.67]	[2.59]
[50]	[2.98]	[2.97]	[2.91]	[2.81]
[55]	[3.33]	[3.31]	[3.21]	[3.08]
[60]	[3.79]	[3.75]	[3.55]	[3.41]
[65]	[4.42]	[4.33]	[3.93]	[3.83]
[70]	[5.27]	[5.07]	[4.29]	[4.38]
[75]	[6.42]	[5.95]	[4.57]	[5.08]
[80]	[7.95]	[6.92]	[4.74]	[5.99]
[85]	[9.87]	[7.81]	[4.80]	[7.18]
[90]	[12.01]	[8.46]	[4.81]	[8.74]
[95]	[14.10]	[8.83]	[4.81]	[10.86]
[100]	[15.94]	[8.95]	[4.81]	[14.07]

Option E – Joint And Last Survivor With 5 Year Guarantee

Age of Annuitant	Age of Second Annuitant	Monthly payment per \$1,000
[55]	[55]	[\$2.86]
[60]	[60]	[3.19]
[65]	[65]	[3.64]
[70]	[70]	[4.26]
[75]	[75]	[5.11]
[80]	[80]	[6.29]
[85]	[85]	[7.92]
[90]	[90]	[10.00]
[95]	[95]	[12.43]
[100]	[100]	[15.03]

Certificate Provisions

I Terms and Definitions

There are many terms used in this certificate that have a particular meaning. Some of these terms are defined in the **Glossary**. Other terms in the **Glossary** guide you to other provisions in the certificate where they are explained or discussed.

Bolded text refers to the provision or section in the certificate, which bears that title.

II Single Premium and Allocation to Guaranteed Interest Accounts

Consideration

We issue this certificate based on the application signed by the applicant and the payment of the Single Premium.

Single Premium

The Single Premium is due at our office no later than the Issue Date. No additional premium will be accepted. If the certificate is issued as an Individual Retirement Account, the Single Premium must conform to the pertinent requirements pursuant to the Internal Revenue Code.

Allocation of Single Premium

The Single Premium we receive will be allocated to one or more of the available Guaranteed Interest Accounts according to the Allocation Percentage.

The minimum amount that can be allocated to a Guaranteed Interest Account is shown in the **Certificate Specifications**.

III Guaranteed Interest Accounts

Available Terms of Guaranteed Interest Accounts

The term of the Guaranteed Interest Accounts ('GIA') is the number of years for which the Declared Interest Rate will be applied. The term(s) of GIA you have selected are shown in the **Certificate Specifications**.

We may add, remove or change, at our sole discretion, the terms of GIAs available under this certificate.

Sub-Accounts for Allocated Single Premium

The portion of the Single Premium allocated to a term of GIA creates a separate sub-account. That sub-account is created on the date the Single Premium is received by us at our office. Each sub-account will have its own Declared Interest Rate and term. That term commences on the date that sub-account is created.

Declared Interest Rate for Each Sub-Account

We will establish the Declared Interest Rate for each sub-account on the date that sub-account is created. The Declared Interest Rate will be determined by us, at our sole discretion. The Declared Interest Rate will be no less than the Minimum Guaranteed Interest Rate. During the term of a sub-account, interest is earned at the Declared Interest Rate for that sub-account. That interest is calculated and credited daily to that sub-account.

At the end of the Sub-Account Term

At the end of the term of a sub-account, you may allocate that sub-account balance to another GIA then available. This will create a new sub-account. You must notify us at least 5 business days before the end of that term to allocate to a new sub-account. If you do not notify us, the sub-account balance is automatically reallocated to a new sub-account of the same term, if available. If that term of GIA is no longer available, we will reallocate that sub-account balance to the shortest term GIA then available to create a new sub-account. Each new sub-account will have its own Declared Interest Rate and term.

Transfers between Guaranteed Interest Accounts

On or after the first Certificate Anniversary, you may request to transfer some or all of your funds in one term of GIA to another term then available. The effective date of the transfer will be the date it is processed by us, as shown in our records. The transfer will be processed within 5 business days after the date we receive your request. Each transfer creates a new sub-account on the date of the transfer. Each new sub-account will have its own Declared Interest Rate and term.

Each transfer is subject to the Minimum Transfer Amount. We reserve the right to change that amount at our sole discretion. If the requested transfer would result in a balance of less than \$500 in that term of GIA, we will not allow the transfer. You may agree to transfer the entire balance of that GIA. Instead, you may reduce the amount to be transferred to meet these transfer requirements.

The **Market Value Adjustment** provision will apply to each transfer. The amount that you request transferred will be increased by the Market Value Adjustment Total, if positive. Although we will deduct the requested transfer amount from your GIA(s), the amount that we will transfer will be decreased by the Market Value Adjustment Total, if negative.

IV Values and Non-forfeiture Benefits

Sub-account Balance

A sub-account balance will be determined as of the close of business on the day that balance is calculated. A sub-account balance shall be:

	The amount that created that sub-account,
plus	the interest earned in that sub-account,
minus	the amount(s) deducted as a result of each transfer and each withdrawal from that sub-account during its term.

Accumulated Value

The Accumulated Value is the sum of all your sub-account balances.

Annuity Value

The Annuity Value shall be:

	The Accumulated Value,
plus	the Market Value Adjustment Total, if applicable.

The Market Value Adjustment Total applies and is calculated as described in the **Market Value Adjustment** provision. The Market Value Adjustment Total may be negative which would result in an Annuity Value which is less than the Accumulated Value.

Cash Value

The Cash Value is the amount after deducting the surrender charge from the Annuity Value. The surrender charge is calculated as described in the **Surrender Charges** provision.

V Surrender and Withdrawal

Surrender

Subject to an assignment shown in our records, you may surrender this certificate for its Cash Value, less the applicable tax(es). You cannot surrender this certificate after we start to make payment of an Annuity Benefit.

The Cash Value will be calculated as of the close of business on the date we receive the request to surrender in our office. That request will result in the surrender of this certificate as of that date. The surrender will result in the cancellation of all sub-accounts.

Once surrendered, either by request or under the **Forced Surrender** provision, this certificate is of no further effect and our liability ends. Once surrendered, no Annuity Benefit or Death Benefit will be paid.

Withdrawal

After the first Certificate Anniversary, and while this certificate is in effect, you may request on or before the Maturity Date, a withdrawal. The withdrawal will be effective when we process it, as shown in our records.

The withdrawal amount is the amount deducted from your GIA(s) as a result of your withdrawal request. The amount you receive will be:

	The withdrawal amount,
plus	the Market Value Adjustment Total,
minus	the Surrender Charge,
minus	applicable tax(es).

The Market Value Adjustment Total is calculated as described in the **Market Value Adjustment** provision. The Market Value Adjustment Total may be negative which would result in a deduction from the withdrawal amount.

The withdrawal amount must be no less than the Minimum Withdrawal Amount as shown in the Certificate Specifications. The Accumulated Value after the withdrawal must be at least the Minimum Accumulated Value after Withdrawal as shown in the Certificate Specifications. If this condition is not satisfied, we reserve the right to surrender this certificate as described in the **Surrender** provision. We reserve the right to change the Minimum Withdrawal Amount and the Minimum Accumulated Value after Withdrawal at our sole discretion.

We will deduct the withdrawal amount from the GIA(s) you have specified for that withdrawal. If you do not specify, we will deduct the withdrawal amount from all of your GIAs proportionate to the share each GIA's balance is to the Accumulated Value, calculated as of the effective date of the withdrawal.

The withdrawal will result in a deduction from sub-account(s) and/or the cancellation of one or more sub-accounts. We will deduct from the sub-account(s) in the same order as the date(s) they were created, the oldest sub-account first.

Forced Surrender

At anytime following the second Certificate Anniversary, if

1. the aggregate premiums received by us over 24 consecutive calendar months is zero, and
2. the Annuity Value is less than \$1000, then

we may surrender this certificate for its Cash Value. Once surrendered, no Annuity Benefit or Death Benefit will be paid.

Payment by Us

We may defer payment of the amount due as a result of a withdrawal or the surrender of this certificate. The maximum period that we may defer payment will be six months from the date we receive the request for that payment. If we defer payment of the approved amount for more than 30 days after we receive the request, we will pay interest on that amount deferred. We will apply the Minimum Guaranteed Interest Rate unless a higher rate is required by the laws of the state that governs this certificate.

Surrender Charge

A Surrender Charge will be imposed on the effective date of the surrender of this certificate, each withdrawal, and when an option under the **Guaranteed Settlement Options** provision goes into effect.

The Surrender Charge for each withdrawal is determined by multiplying the withdrawal amount plus the Market Value Adjustment Total, by the applicable Surrender Charge Percentage. The Surrender Charge at surrender or when an option goes into effect, is determined by multiplying the Annuity Value, as of the effective date of the surrender or when the option goes into effect, by the applicable Surrender Charge Percentage.

The Surrender Charge Percentage is based on the Certificate Year in which the transaction triggering the Surrender Charge occurs, as shown in the **Table of Surrender Charges** in the **Certificate Specifications**.

Surrender Charge Waiver

After the first Certificate Anniversary, for the first withdrawal in a Certificate Year, the surrender charge is waived on the withdrawal amount up to 10% of the Accumulated Value.

On surrender after the first Certificate Anniversary, if there has been no withdrawal in the Certificate Year of surrender, the Surrender Charge is waived on the first 10% of the Accumulated Value.

Market Value Adjustment

Surrender, transfer or withdrawal of funds from this certificate on or before the Maturity Date is subject to the Market Value Adjustment. This adjustment will also apply to the calculation of the Death Benefit. No Market Value Adjustment will be calculated on the amount applied to generate an Annuity Benefit.

The Market Value Adjustment is the result, positive or negative, of the application of the following calculation.

	The sub-account balance, if a surrender or death, or each amount deducted from a sub-account if a withdrawal or transfer,
multiplied by	the number of full months from the effective date of the transaction triggering this calculation to the end of the term of that sub-

	account, divided by 12,
multiplied by	the Declared Interest Rate for that sub-account, less the Declared Interest Rate as of the effective date of the transaction triggering this calculation for a new sub-account of the same term as that sub-account.

The Market Value Adjustment Total is the sum of the Market Value Adjustments for each sub-account affected by the transaction triggering this calculation. The application of the Market Value Adjustment will not reduce the interest that was earned on the amount withdrawn, transferred, or surrendered, based on the **Minimum Guaranteed Interest Rate** as shown in the **Certificate Specifications**.

Compliance with Law

The Accumulated Value, Annuity Value, Cash Value and Death Benefit will be at least equal to those required by the law of the state governing this certificate.

VI Death of the Annuitant

Beneficiary

The primary and contingent beneficiaries, if designated, are as shown in the application unless changed as shown in our records.

You may request a change of beneficiary while the Annuitant is alive and this certificate is in effect. If a beneficiary is designated 'irrevocable', then that beneficiary must also sign a request that changes that beneficiary's designation. An irrevocable beneficiary must also sign if the percentage or amount to be received by that beneficiary is to be changed.

Payment of Death Benefit

Subject to applicable law and the other provisions of this certificate, we will pay the Death Benefit following the death of the Annuitant if death occurs during the coverage period. That period is while this certificate is in effect and before the earlier of the Maturity Date and the first payment of an Annuity Benefit. Payment of the Death Benefit will be within 30 days of our receipt of proof of death of the Annuitant. That proof must be satisfactory to us.

Each primary beneficiary will be paid their share of the Death Benefit. That share is shown in the application unless changed, as shown in our records.

If a primary beneficiary pre-deceases the Annuitant, that beneficiary's share will be split among the surviving primary beneficiaries. That split will be based on the ratio of the specified percentages for those surviving primary beneficiaries to the total percentage for those survivors. If no percentages are specified, then the Death Benefit will be split equally among the surviving primary beneficiaries.

If no primary beneficiary survives the Annuitant, we will pay each contingent beneficiary, if designated, their share of the Death Benefit. That share is shown in the application unless changed,

as shown in our records. The share indicated for a contingent beneficiary who does not survive the Annuitant will be split in the same manner as that described for the primary beneficiaries.

If no beneficiary survives the Annuitant, the Death Benefit will be paid to you or your estate. If the only beneficiary is the Annuitant's surviving spouse, that beneficiary may elect to keep the certificate in effect under that beneficiary's name. If this is elected, all the rights of the Owner will be transferred to that beneficiary and no Death Benefit will be paid.

Amounts owed to us under the **Maintenance of Reserves** provision will be subtracted from the Death Benefit payable. Interest will be added to the Death Benefit payable from the date of death of the Annuitant to the date of payment. Unless otherwise required by the laws of the state that governs this certificate, the interest rate that will be applied will equal the greater of the Minimum Guaranteed Interest Rate or the Declared Interest Rate that we would apply, on the date of death, to a new sub-account of a GIA with a term of one year.

Once we receive notification of the death of the Annuitant, no request will be processed. Upon the death of the Annuitant, this certificate is of no further effect unless the Annuitant's surviving spouse elects to keep this certificate in effect.

Death Benefit Amount

The Death Benefit will be the Accumulated Value plus the Market Value Adjustment Total, if positive, calculated on the date of death.

VII Annuity Benefits

When an Annuity Benefit goes into effect, all GIA(s) and sub-accounts will be cancelled. There will be no sub-account balances, Accumulated Value, Annuity Value, or Cash Value.

Benefits at Maturity Date

If the Annuitant is alive at the Maturity Date and this certificate is in effect, we will pay the Annuitant as described in the **Default Form of Annuity** provision unless you have elected, prior to the Maturity Date, one or more of the options described in the **Guaranteed Settlement Options** provision. If elected, payment will be made in accordance with the selected option(s).

Under either provision, we will determine the amount of the periodic payment at our sole discretion. The periodic payment will be determined based on factors such as the amount applied to the option, the guaranteed period, if any, the interest rate and the life expectancy of the applicable Annuitant(s). Calculations will reflect the **Guaranteed Settlement Option Interest Rate** and the applicable **Guaranteed Settlement Option Mortality Table** as shown in the **Certificate Specifications**.

Default Form of Annuity

Guaranteed Settlement Option D(1) with a guaranteed period of 10 years is the **Default Form of Annuity**. This option will provide a level monthly payment to the Annuitant that will begin on the Maturity Date. Payment will stop upon the death of the Annuitant, unless 120 monthly payments

have not been paid. In that situation, we will continue to pay the remainder of the 120 monthly payments. These payments will be to the person(s) designated as beneficiary. If no beneficiary survives the death of the Annuitant, we will pay a lump sum to you or your estate. The lump sum will be calculated by totaling the commuted value of each of the remaining unpaid guaranteed monthly payments. We will use the Guaranteed Settlement Option Interest Rate to calculate the commuted value.

Guaranteed Settlement Options

After the first Certificate Anniversary, and on or prior to the Maturity Date you may elect to apply the Cash Value so that the Annuitant receives periodic payments under one or more of options A to options F, if then available. These payments will be made at any frequency we approve.

Periodic payments under options A to options F must start no later than the Maturity Date. You may change your selection of an option at any time before a payment is made under that option. Each option is described in this provision. We may remove an option in our sole discretion.

Option A – Periodic payments of a Fixed Amount

This option provides periodic payments equal to the fixed amount and frequency you request, if we approve it. The periodic payments will continue until the total of the payments is equal to the amount applied to this option, with interest. The final payment will be adjusted downward if the balance is less than the fixed amount at the time of that payment.

If the Annuitant dies before the final payment, we will pay the outstanding balance. That balance will be paid in a lump sum, to the beneficiary. The lump sum will be calculated by totaling the commuted value of each of the remaining periodic payments. The commuted value will be determined by calculating the present value of each remaining payment at the interest rate that was used by us to determine that payment. If there are no surviving beneficiaries, this amount will be paid to you or your estate.

Option B – Periodic payments for a Fixed Period

This option provides for level periodic payments over a fixed period. That period can be from one to thirty years (in full years only). We will determine the amount of each periodic payment. That determination will be based on the amount applied to this option, frequency of payment, the interest rate and the fixed period you requested.

If the Annuitant dies before the end of the fixed period, we will pay a lump sum to the beneficiary. The lump sum will be calculated by totaling the commuted value of each of the remaining periodic payments. The commuted value will be determined by calculating the present value of each remaining payment at the interest rate that was used by us to determine that payment. If there are no surviving beneficiaries this amount will be paid to you or your estate.

Option C – Interest Income

This option provides for level periodic payments, during the life of the Annuitant, of the interest earned since the last periodic payment on the amount applied to this option. We will determine the interest rate from time to time at our sole discretion. The interest rate will be no less than the Guaranteed Settlement Option Interest Rate.

On the death of the Annuitant, we will pay a lump sum to the beneficiary. The lump sum will equal the amount applied to this option, plus interest earned since the last periodic payment. If there are no surviving beneficiaries, this amount will be paid to you or your estate.

Option D – Life Annuity

There are two forms of this option to choose from.

1. Life with a Guaranteed Period

This option provides for a level monthly payment for the life of the Annuitant. Payments are guaranteed for a specified period. You may choose a guaranteed period from five to thirty years (in full years only). Instead, you may choose another guaranteed period offered by us at the time, subject to applicable legal restrictions.

If the Annuitant dies before the end of the guaranteed period, we will continue to pay the monthly payments, until the end of the guaranteed period. These payments will be made to the beneficiary. If no beneficiary survives the death of the Annuitant, we will pay a lump sum to you or your estate. The lump sum will be calculated by totaling the commuted value of each of the unpaid monthly payments remaining during the guaranteed period. The commuted value will be determined by calculating the present value of each remaining payment at the interest rate that was used by us to determine that payment.

2. Installment Refund

This option provides for a level monthly payment for the life of the Annuitant. If the Annuitant dies before the total amount paid equals the amount applied to this option, we will continue to pay the monthly payments. These payments will continue until the total amount paid equals the amount applied to this option. These payments will be made to the beneficiary. If no beneficiary survives the death of the Annuitant, we will pay the outstanding balance in a lump sum to you or your estate.

Option E – Joint and Last Survivor with a Guaranteed Period

This option provides for a level monthly payment while either of the Annuitant or Second Annuitant is alive. Payments are guaranteed for five years.

If both the Annuitant and the Second Annuitant die before the end of this guaranteed period, we will continue to pay the monthly payments to the beneficiary, until the end of that guaranteed period. If, however, no beneficiary survives the death of both the Annuitant and Second Annuitant, we will

instead pay a lump sum to you or your estate. The lump sum will be calculated by totaling the commuted value of each of the unpaid monthly payments remaining during the guaranteed period. The commuted value will be determined by calculating the present value of each remaining payment at the interest rate that was used by us to determine that payment.

Option F – Other Available Options

The amount applied to this option may be paid out in any amount and frequency requested. The amount and frequency must be acceptable to us, at our sole discretion.

VIII General Provisions

Incontestability

We will not contest the validity of this certificate from the Issue Date.

Misstatement of Age or Sex

Before Periodic Payments Start

If the age of the Annuitant was misstated under this certificate, there will be no change to the Accumulated Value. We will adjust the Maturity Date, if appropriate, subject to instructions from you.

After Periodic Payments Have Started

If either the age or sex of the Annuitant was misstated, payment of an Annuity Benefit will be adjusted. This adjustment will be to the amount that would have been paid based on the correct information. We will pay to the Annuitant, as a lump sum with interest, the amount owing, due to this adjustment, with respect to payments already made. Any overpayments by us with interest will be deducted against succeeding payments until deducted in full. Calculations will reflect the interest rate and the applicable mortality table(s) that were used to determine the original payments.

Assignment

You may assign this certificate, unless prohibited by law.

We are not bound by an assignment unless it is recorded by us. We record assignments as of the date they are received at our office. We take no responsibility for the validity or effect of an assignment. The Annuitant, and the Second Annuitant if applicable, will retain all rights and privileges of membership with us as set out in our Constitution.

Entire Contract

The entire contract consists of only those documents listed in this provision.

- This certificate, including any riders attached to this certificate upon delivery.
- The application attached to this certificate upon delivery.

- Any additional application, or written request(s) from you, received after the Issue Date and that are approved by us, as shown in our records.
- Our Instrument of Incorporation, Constitution, and any respective amendments.

The entire contract supercedes all communications and representations, written or oral, by either the Annuitant, the Second Annuitant, if applicable, you and us made prior to the Issue Date.

All statements in the application shall be deemed to be representations, not warranties.

This certificate is in effect as long as you have complied with all terms and conditions of the entire contract.

Participating

We will determine our divisible surplus each year. We will determine your share, if applicable, of this divisible surplus. Your share is called a dividend. We do not expect that there will ever be a dividend payable under this certificate. Any dividend we do pay will be paid in cash.

If this certificate is issued as an Individual Retirement Account, any dividend will be considered a 'refund of premiums'.

Maintenance of Reserves

If our reserves become impaired, you may be assessed an equitable proportion of the shortage. You may pay cash or accept a reduction in benefits. If you do neither, your equitable proportion will become an amount owed against your certificate. Interest on this amount will be compounded at a rate determined by us, at our sole discretion. That rate will not exceed five percent per year.

Suspension or Expulsion

If the Annuitant, or Second Annuitant if applicable, is expelled or suspended in accordance with our Constitution, this certificate, unless terminated by its provisions, will continue under its terms.

Effect of the Constitution of Foresters

Benefits under this certificate will not be reduced nor the certificate terminated by a provision of the Constitution that is not specified in this certificate.

Control of Certificate

The Owner of this certificate may exercise the options or rights provided to you under this certificate, unless limited by statute or by the rights of an assignee or irrevocable beneficiary.

If the Owner and Annuitant are not the same person

If the Annuitant is younger than 16 years old on the Issue Date, the Annuitant will become the Owner upon their 16th birthday, and assume all the rights of the Owner.

Death of the Owner (if not the Annuitant)

If the Owner is not the Annuitant, and the Owner dies while this certificate is in effect, the Contingent Owner named in the application, if any, will become the Owner. If there is no Contingent Owner named, ownership will pass to the estate of the Owner. We must be notified as soon as practicable and receive proof of the Owner's death, in a form acceptable to us.

Death of the Owner before the earlier of the Maturity Date and the first payment of an Annuity Benefit: In this event, the successor Owner must either elect an Annuity Benefit, to commence within one year of the Owner's death, or surrender the certificate for its Cash Value, less applicable taxes, within five years of the Owner's death. However, if the successor Owner is the spouse of the deceased Owner, he or she may instead choose to continue this certificate as the Owner. This section does not apply where the Owner is not a natural person. In this situation, the payment of a Death Benefit upon the death of the Annuitant is as described in the **Death of the Annuitant** section.

Death of the Owner after an Annuity Benefit commences: In this event, the payout of Annuity Benefits is not impacted by the death of the Owner.

Law Applicable

The laws of the state in which this certificate is delivered will govern your rights or obligations and those of anyone, including the Annuitant or anyone rightfully claiming under this certificate.

Tax

Payments made under this certificate will be subject to applicable tax(es), whether or not withheld by us upon payment.

Limitation of Action

No action shall be taken on this certificate in a court of law unless the action is filed with the court within five years from the time that the cause of action arose.

Currency

All amounts referred to in this certificate, and paid to or by Foresters, are and will be in United States currency.

Notifications

Any notification(s) from us about this certificate will be sent from our office to you at the last mailing address shown in our records. You must notify us of any change in address for you or the Annuitant.

Every notification, designation and request that you make to us must be in writing, in a form satisfactory to us. You must send it to our office or mail it to our U.S. mailing address for us to act on it. Each will be deemed received by us as of the date shown in our records. Our office address is:

The Independent Order of Foresters
[789 Don Mills Road
Toronto, Ontario, Canada M3C 1T9
Attn: Certificate Services Department]

Our U.S. mailing address is:
[P.O. Box 179
Buffalo, New York 14201-0179]

These addresses apply unless we notify you, in writing, of a new address.

Annual Statement

Each year we will send you an Annual Statement that will show information about your certificate, as stated below.

- The beginning and end of the period covered by the Annual Statement.
- Guaranteed Interest Account Value.
- Accumulated Value.
- Cash Value.
- The Single Premium paid on the Issue Date.
- Interest credited in the past Certificate Year.
- The total of all withdrawals during the past Certificate Year.
- Transferred amounts from each GIA to another.

The annual statement(s) does not, and cannot be referred to or relied upon to, vary, qualify, add to, subtract from, modify or contradict the entire contract.

No Waiver

Our decision, failure or refusal to exercise or not exercise a right or discretion provided to us under this certificate does not stop us from exercising a right or our discretion at some other time. Nor does it waive any right(s) or discretion we have under this certificate.

IX Glossary

Age	The age of the person as of his/her birthday nearest the most recent Certificate Anniversary, and remains the same until the next Certificate Anniversary.
Allocation Percentage	The Allocation Percentage shown in the Certificate Specifications
Annuitant	The person shown in the Certificate Specifications as the Annuitant.
Annuity Benefit(s)	The benefit(s) described in the Annuity Benefits section.
Application	The application for the annuity that was completed and signed, for this certificate, and delivered to you along with this certificate.
Assignee	A person or entity indicated in an assignment as the recipient of the assigned interest.
Assignment	A document received by us, and signed by you, that appears to indicate, on its face, that you have assigned your full or partial interest in this certificate to an assignee.
Certificate Anniversary	The same day and month as the Issue Date of each year following the Issue Date.
Certificate Specifications	The pages with this title in this certificate.
Certificate Year	The period of time between two Certificate Anniversaries. The first Certificate Year starts on the Issue Date and ends at midnight of the day before the first Certificate Anniversary.
Close of business	This means 4 p.m. at our office.
Contingent Owner	The person, if designated, as shown in the application as the Contingent Owner.
Death Benefit	The amount payable on the death of the Annuitant during the coverage period and calculated as described in the Death of the Annuitant section.
Declared Interest Rate	The interest rate we declare, in our sole discretion, as described in the Declared Interest Rate for each Sub-Account provision.
GIA	Guaranteed Interest Account
Issue Date	The date shown in the Certificate Specifications as the Issue Date.
Maturity Date	The date shown in the Certificate Specifications as the Maturity Date.
Minimum Guaranteed Interest Rate	The interest rate shown in the Certificate Specifications as the Minimum Guaranteed Interest Rate.
Minimum Transfer Amount	The amount shown in the Certificate Specifications as the Minimum Transfer Amount.
Minimum Withdrawal Amount	The amount shown in the Certificate Specifications as the Minimum Withdrawal Amount.

Our office	Refers to our head office. The address of our head office is: [789 Don Mills Road Toronto, Ontario, Canada M3C 1T9]
Our U.S. mailing address is:	[P.O. Box 179 Buffalo, New York 14201-0179] This address applies unless we notify you, in writing, of a new address.
Second Annuitant	The person, if designated, as shown in the application as the Second Annuitant.
Single Premium	The amount shown in the Certificate Specifications as the Single Premium.

[Foresters Classic Deferred 5]
Single Premium Deferred Annuity Certificate
Participating

The Independent Order of Foresters
A Fraternal Benefit Society Organized in 1874

The address of our Head Office:

[789 Don Mills Road
Toronto, Ontario, Canada M3C 1T9]

US Mailing Address:

[P.O. Box 179
Buffalo, New York 14201-0179]

SERFF Tracking Number: FRCS-125872170 State: Arkansas
Filing Company: The Independent Order of Foresters State Tracking Number: 40686
Company Tracking Number: 5074
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable
Product Name: Foresters Classic Deferred 5 (FCD5) (spda)
Project Name/Number: Foresters/63.1 /63.1

Supporting Document Schedules

Review Status:
Satisfied -Name: Certification/Notice 10/24/2008
Comments:
Attachment:
AR coc FCDS dist.pdf

Review Status:
Satisfied -Name: Application 10/24/2008
Comments:
Attachment:
Copy of prev appd app 104376 US 06-05.pdf

Review Status:
Satisfied -Name: Complaint notice 10/24/2008
Comments:
Attachment:
AR Complaint Notice.pdf

Review Status:
Satisfied -Name: Financial Disclosure 10/24/2008
Comments:
Attachment:
FCDS-US01-2008 Fin Dis US Gen MVA SPDA.pdf

Review Status:
Satisfied -Name: Roth Financial Disclosure 10/24/2008
Comments:
Attachment:
FCDS-US01-2008 Roth Fin Dis MVA SPDA.pdf

Review Status:

SERFF Tracking Number: FRCS-125872170 *State:* Arkansas
Filing Company: The Independent Order of Foresters *State Tracking Number:* 40686
Company Tracking Number: 5074
TOI: A02I Individual Annuities- Deferred Non- *Sub-TOI:* A02I.003 Single Premium
Variable
Product Name: Foresters Classic Deferred 5 (FCD5) (spda)
Project Name/Number: Foresters/63.1 /63.1

Satisfied -Name: Contract summary

10/24/2008

Comments:

Attachment:

FCDS-US01-2008 Contract Summary MVA SPDA.pdf

SERFF Tracking Number: FRCS-125872170 State: Arkansas
Filing Company: The Independent Order of Foresters State Tracking Number: 40686
Company Tracking Number: 5074
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable
Product Name: Foresters Classic Deferred 5 (FCD5) (spda)
Project Name/Number: Foresters/63.1 /63.1

Review Status:

Satisfied -Name: Statement of variability 10/24/2008

Comments:

Attachment:

Statement of Variability FCDS SPDA.pdf

Review Status:

Satisfied -Name: Readability certification 10/24/2008

Comments:

Attachment:

AR Readable Cert SPDA.pdf

Review Status:

Satisfied -Name: Third party authorization 10/24/2008

Comments:

Attachment:

Auth 2008.pdf

**STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE**

Company Name: The Independent Order of Foresters

Form Title(s): Single Premium Deferred Annuity Certificate

Form Number(s): FCDS-US01-2008

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.



Albert Tiw F.S.A, F.C.I.A
Vice President, Product Solutions

October 16, 2008

Date

Secure your future.

Application for Annuity





A Fraternal Benefit Society

Application for Annuity

General Information

Please note order of birth date.

All phone numbers must include area code.

Enter information in this section only if applying for a Joint & Last Survivor Immediate Annuity.

Address is required only if it is different than the address of the Annuitant.

Information about the Annuitant

Branch number. Office number.

Name (first, middle, last)

Social security number Birth date (mmm/dd/yyyy) Male. Female.

Marital status Maiden name

Home address (use mailing address)

City, state Zip code

Home phone number Daytime phone number

Are you a Foresters member? Yes. Indicate certificate number(s).
 No. I hereby apply for membership.

Original document shown to verify identity.

Driver's license number and state.
 Passport. Other government I.D.
Document number

Information about the Second Annuitant

Name (first, middle, last)

Social security number Birth date (mmm/dd/yyyy) Male. Female.

Marital status Maiden name

Home address (use mailing address)

City, state Zip code

Home phone number Daytime phone number

Are you a Foresters member? Yes. Indicate certificate number(s).
 No. I hereby apply for membership.

Original document shown to verify identity.

Driver's license number and state.
 Passport. Other government I.D.
Document number

General Information continued

Enter information in this section only if the Owner is different than the Annuitant(s). If applying for Immediate Annuity, IRA or Roth IRA, the Annuitant must be the Owner.

Address is required only if it is different than the address of the Annuitant.

Payer Identification Form #103289 must be completed if Payer is 'Other'.

In the event of death of the Owner, surviving Contingent Owner becomes the Owner (but only if the Annuitant is not the Owner on the date of death).

Information about the Owner

Name (first, middle, last) _____

Social security number _____ Birth date (mmm/dd/yyyy) _____

Marital status _____ Maiden name _____

Relationship to Annuitant _____

Home address (use mailing address) _____

City, state _____ Zip code _____

Home phone number _____ Daytime phone number _____

Driver's license number and state. _____

Passport. Other government I.D. _____

Document number _____

Payer is: Annuitant. Owner.

Other. _____

Full Name

Information about the Contingent Owner

Name (first, middle, last) _____

Relationship to Annuitant _____ Birth date (mmm/dd/yyyy) _____

Home address (use mailing address) _____ Home phone number _____

City, state _____ Zip code _____

Beneficiary Information

Beneficiary designation is revocable unless it is selected as irrevocable.

Indicate the relationship to the Annuitant(s). Entering the date of birth is optional.

An irrevocable beneficiary designation means that the following cannot be done without the signed consent of each irrevocable beneficiary (where allowed by law). 1. Change that beneficiary designation. 2. Make a withdrawal or surrender the certificate. 3. Assign or transfer ownership of the contract.

A person younger than 18 years old cannot be designated as an irrevocable beneficiary.

Name and address of each primary beneficiary of the Annuitant(s).	Relationship and Date of Birth	Is beneficiary designation irrevocable?	% Share
		Yes	

Total must be 100%.

Name and address of each contingent beneficiary of the Annuitant(s).	Relationship and Date of Birth	% Share

Total must be 100%.

Replacement

Is the certificate applied for intended to replace, in whole or in part, any existing life insurance or annuity? Yes. No.
 (If 'Yes', complete State and Foresters replacement / rollover / disclosure & comparison statements. Include existing life or annuities in the process of being lapsed or surrendered, and those completed within the past 13 months.)

Immediate Annuity

Fill in this section when applying for SPIA.

Submit proof of date of birth for Annuitant(s).

You must select one Annuity Option. If a Payment Frequency is not selected, monthly will apply.

Single Premium Immediate Annuity (SPIA)

Initial Premium Amount \$ _____.

Source of single premium: New Premium. Qualified Transfer. Qualified Rollover.
 1035 Exchange. Other _____.

This annuity is being applied for as: Non-Qualified Individual Retirement Annuity - IRA (Qualified).

Annuity Option:

Life, with a minimum guarantee of ____ years.

Joint & Last Survivor, with a minimum guarantee of ____ years.

Payment Frequency:

Monthly. Semi-annually.

Quarterly. Annually.

Deferred Annuity

Fill in this section when applying for FPDA, SPDA or EIA.

For rollovers (qualified and non-qualified), qualified transfers and 1035 exchanges, replacement forms may be necessary.

A copy of the policy-holder's account with the transferring company is useful if 'follow-ups' are required.

Fill in the allocation percentages only when applying for FPDA or SPDA.

Indicate the term(s) of Guaranteed Interest Account(s) selected based on the terms available at the time of the application. For GIA terms available, please contact Foresters.

Percentages must be whole numbers and total 100%.

Single Premium Deferred Annuity (SPDA)

Amount of Single Premium \$ _____.

Flexible Premium Deferred Annuity (FPDA)

Periodic Premium Amount \$ _____.

Periodic Premium Mode: Monthly. Quarterly. Semi-annually. Annually.

Equity Indexed Annuity (EIA)

Amount of Initial Premium \$ _____.

Periodic Premium Amount \$ _____.

Periodic Premium Mode: Monthly. Quarterly. Semi-annually. Annually.

Premium paid with application \$ _____.

Source of premium: New Premium. Qualified Transfer. Qualified Rollover.
 1035 Exchange. Other _____.

This annuity is being applied for as: Non-Qualified.

Individual Retirement Annuity – IRA (Qualified).

Roth Individual Retirement Annuity – Roth IRA (Qualified).

If 'Qualified' specify the Tax Year the premium paid with the application applies to _____.

The deferred annuity applied for will mature on the maturity date shown in the certificate or such date as required by the qualified plan chosen above, if any, or State law.

Allocation of Premium	
Guaranteed Interest Accounts.	Allocation Percentage.
____ Year Guaranteed Interest Account.	

Total must be 100%.

Premium and Billing Information

Fill in this section when applying for FPDA or Pre-Authorized Check plan for EIA.

If form of payment is Group Billing or Government Allotment, also fill out the Government Allotment form. (#100664).

If there are any unusual banking circumstances, please check box and provide specifics in Special Instructions.

If not listed on check or if payments are to be drawn from a savings account, complete this section. Full name and exact address of Payer's banking institution required.

Form: Pre-Authorized Check plan. Government allotment.
 Group billing. Direct bill.

Request for Pre-Authorized Check Plan ('PAC plan')

If payments are to be made directly from an account held at a banking institution, it is agreed that the following terms and conditions apply:

1. Foresters is authorized to draw checks under the PAC plan.
2. The banking institution from which payments are to be withdrawn is authorized to treat each withdrawal by Foresters as though it was made personally by the account holder(s).
3. Such checks will be drawn in the month the payment is due.
4. The first payment will be made independently of the PAC plan.
5. This PAC plan will continue until terminated. Either the Account holder(s) or Foresters may do so at any time by written notice sent to the other. The termination date must be specified.
6. The PAC plan may be terminated immediately or at any time by Foresters at its sole option and discretion if a payment is not honored by the banking institution on presentation. Failure to terminate this PAC plan after a payment is not honored does not waive or prohibit Foresters right to terminate the PAC plan as set out in this authorization. It also does not prevent Foresters from terminating the PAC plan at any time.

If the Payer wishes to combine payments under this PAC plan with a currently active Foresters certificate, enter the certificate number. _____

Banking information is to be taken from: Initial check submitted with this application.
 Attached void check.
 Information supplied below.

If a certain day of the month is preferred for the PAC plan draw date, enter it here. _____
(1st to the 28th only).

Authorization

_____ Checking. Savings.
Account holder(s) name(s)

Banking institution's name

Banking institution's address

City, state

Zip code

Transit number

Account number

Payer/valid signing authority(ies)

Where the Payer's account agreement requires two signing authorities, obtain both signatures.

Fraud Warning

Any person who knowingly and with intent to defraud Foresters, any other insurer or other person(s) files an application for insurance or a statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. In addition, Foresters may deny payment of insurance benefits if false information materially related to a claim was provided in this application. This application is subject to and governed by the laws of the State where the application was delivered to the owner, if a certificate is issued in response to this application.

Privacy

Personal information we obtain in this application is confidential and is safeguarded in accordance with the principles set out in Foresters privacy policy.

The Annuitant or Owner may write to Foresters to review personal information Foresters has in its certificate file about that person. Information that was prepared for an anticipated claim or civil or criminal proceeding will not be disclosed. A correction, amendment or deletion of the information in the files may be requested if it is believed to be inaccurate or irrelevant. Write to Foresters for more information about these procedures and its privacy policy.

Agreements

'I/we' means each of the annuitant(s), owner, if applicable, and parent (if annuitant is a juvenile), signing below. I, as evidenced by my signature below, have read, understand, agree, and declare:

1. I have read this application and confirm that every question was asked and the answers contained herein are complete and true to the best of my knowledge and belief. All statements made in this application shall be representations and not warranties.
2. No person, including a Foresters Financial Representative (FR), has the authority to waive the disclosure of full, complete and truthful information in response to each question in this application. Such person also has no authority to write down an answer given to a question in the application other than the answer that was provided to the FR.
3. The certificate will not take effect until both (a) and (b) immediately below are met.
 - (a) The certificate has been delivered to the owner.
 - (b) The first premium payment required under the certificate is paid during the lifetime of the Annuitant(s).A check provided to Foresters is not paid to Foresters unless and until the check is honored for payment by the banking institution of the account from which the payment is to be drawn.
4. I have read the section titled 'Fraud Warning'. I understand the potential consequences of deliberately providing false information in this application.
5. Any checks must be payable to Foresters.

Special Instructions. _____

The Flexible Premium Deferred Annuity and the Single Premium Deferred Annuity offered under the 'Deferred Annuity' section of this application are market value adjusted deferred annuity contracts. I understand the surrender of the certificate and each withdrawal, or transfer of money, is subject to market value adjustment and possibly surrender charges.

The Equity Indexed Annuity offered under the 'Deferred Annuity' section of this application is an equity indexed deferred annuity contract. I understand that while the values referred to in the certificate may be affected by an external index, the certificate does not directly participate in any stock or equity investments.

Signed at:
City, state Date (mmm/dd/yyyy)

Signature of Annuitant Signature of owner (if different than the annuitant)

Signature of Second Annuitant (if applicable) Signature of parent (if annuitant is a juvenile)

FR Certification

I certify that:

- I asked all questions as written in the application. I have recorded all answers as given to me by the person(s) identified in this application.
- I have not made or agreed to make a rebate of the premium for this annuity.
- I recommend acceptance of this application except as qualified in the Special Instructions.
- I have made no misrepresentation(s) about the Foresters product(s) applied for in this application. I have made no promise(s) regarding the benefit(s) or future performance of the product applied for, other than as specifically written in that product applied for in this application.
- I have complied with all regulatory requirements applicable to this application.
- I personally witnessed the signatures of the person(s) whose signatures appear in this application.
- I personally reviewed the original photo identification of the person(s) who signed this application.

Will the certificate applied for replace or change existing life insurance or an annuity? Yes. No.

If required by the laws of your State or Foresters policy, have you completed a fixed annuity suitability form? Yes. No.
 Not applicable.

Foresters Financial Representative:

Full printed name of FR (must have witnessed the other signature(s)) FR Signature Date (mmm/dd/yyyy)

State I.D. # FR number

*For information or service not available
through your field office or agent:*

CALL TOLL-FREE



1 - 800 - 828 - 1540

F A X

(416) 429 - 3896

OR

TO INITIATE A COMPLAINT

WRITE TO:

The Independent Order Of Foresters

Forester House:

789 Don Mills Road
Toronto, ON M3C 1T9

US Mailing Address:

P.O. Box 179
Buffalo, New York 14201-0179

*If you have been unable to contact or obtain satisfaction from
our organization or the agent, you may contact:*

Arkansas Insurance Department

Consumer Services
1200 West 3rd Street
Little Rock, Arkansas 72201-1904

Telephone: (501) 371 - 2640
Toll - Free : (800) 852 - 5494
Fax : (501) 371 - 2618

FINANCIAL DISCLOSURE FOR
Foresters Classic Deferred 5 - Single Premium Deferred Annuity

Values Based On Single Contribution of \$10,000

Based On Annuitant's Issue Age 35

End of Certificate Year	Guaranteed		Current	
	Annuity Value (\$)	Cash Values (\$)	Annuity Value (\$)	Cash Value (\$)
1	10,300.00	9,785.00	10,470.00	9,946.50
2	10,609.00	10,227.08	10,962.09	10,567.45
3	10,927.27	10,632.23	11,477.31	11,167.42
4	11,255.09	11,052.50	12,016.74	11,800.44
5	11,592.74	11,488.41	12,581.53	12,468.30
6	11,940.52	11,940.52	13,172.86	13,172.86
7	12,298.74	12,298.74	13,791.98	13,791.98
8	12,667.70	12,667.70	14,440.21	14,440.21
9	13,047.73	13,047.73	15,118.90	15,118.90
10	13,439.16	13,439.16	15,829.49	15,829.49
Age 50	15,579.67	15,579.67	19,915.91	19,915.91
Age 55	18,061.11	18,061.11	25,057.26	25,057.26
Age 60	20,937.78	20,937.78	31,525.87	31,525.87
Age 65	24,272.62	24,272.62	39,664.36	39,664.36
Age 70	28,138.62	28,138.62	49,903.83	49,903.83

Assumptions

- Guaranteed values are calculated using the Minimum Guaranteed Interest Rate: 3.00%
- Current values are illustrations accumulated at our declared interest rate(s).
- All values shown have a Market Value Adjustment of zero. Surrender, transfer or withdrawal of funds from the certificate on or before the Maturity Date is subject to a Market Value Adjustment. This adjustment may either increase or decrease the value of the funds surrendered, transferred or withdrawn. This adjustment may either increase or decrease the Accumulated Value.

Other than where specifically stated, the amounts and values shown are not guaranteed. Current values are not to be relied upon as promises of future values or growth of your Annuity Value or Cash Value.

Our U.S. mailing address is: **P.O. Box 179, Buffalo, New York 14201-0179**

This certificate may be cancelled within 10 days of your receiving it. If this is your wish, please return this certificate to us by mailing it to our U.S. mailing address as shown above.

When we have received this returned certificate, it will be cancelled from the Issue Date. Within 10 days after our receipt of this certificate, we will refund to you any premium you have paid to us.

FINANCIAL DISCLOSURE FOR

Foresters Classic Deferred 5 - Single Premium Deferred Annuity

Values Based On Single Roth IRA Contribution of \$10,000

Based On Annuitant's Issue Age [35]

End of Certificate Year	Guaranteed		Current	
	Accumulated Value (\$)	Cash Values (\$)	Accumulated Value (\$)	Cash Value (\$)
[1]	[10,300.00]	[9,785.00]	[10,470.00]	[9,946.50]
[2]	[10,609.00]	[10,227.08]	[10,962.09]	[10,567.45]
[3]	[10,927.27]	[10,632.23]	[11,477.31]	[11,167.42]
[4]	[11,255.09]	[11,052.50]	[12,016.74]	[11,800.44]
[5]	[11,592.74]	[11,488.41]	[12,581.53]	[12,468.30]
[6]	[11,940.52]	[11,940.52]	[13,172.86]	[13,172.86]
[7]	[12,298.74]	[12,298.74]	[13,791.98]	[13,791.98]
[8]	[12,667.70]	[12,667.70]	[14,440.21]	[14,440.21]
[9]	[13,047.73]	[13,047.73]	[15,118.90]	[15,118.90]
[10]	[13,439.16]	[13,439.16]	[15,829.49]	[15,829.49]
[Age 50]	[15,579.67]	[15,579.67]	[19,915.91]	[19,915.91]
[Age 55]	[18,061.11]	[18,061.11]	[25,057.26]	[25,057.26]
[Age 60]	[20,937.78]	[20,937.78]	[31,525.87]	[31,525.87]
[Age 65]	[24,272.62]	[24,272.62]	[39,664.36]	[39,664.36]
[Age 70]	[28,138.62]	[28,138.62]	[49,903.83]	[49,903.83]
[Age 100]	[68,299.83]	[68,299.83]	[197,940.34]	[197,940.34]

Assumptions

- The \$10,000 single Roth IRA contribution qualifies as such a contribution.
- Guaranteed values are calculated using the Minimum Guaranteed Interest Rate: 3.00%
- Current values are illustrations accumulated at our currently declared interest rate(s).
- All values shown have a Market Value Adjustment of zero. Surrender, transfer or withdrawal of funds from the certificate on or before the Maturity Date is subject to a Market Value Adjustment. This adjustment may either increase or decrease the value of the funds surrendered, transferred or withdrawn. This adjustment may either increase or decrease the Accumulated Value.

Other than where specifically stated, the amounts and values shown are not guaranteed. Current values are not to be relied upon as promises of future values or growth of your Accumulated Value or Cash Value.

Our U.S. mailing address is: **P.O. Box 179, Buffalo, New York 14201-0179**

This certificate may be cancelled within [10] days of your receiving it. If this is your wish, please return this certificate to us by mailing it to our U.S. mailing address as shown above.

When we have received this returned certificate, it will be cancelled from the Issue Date. Within 10 days after our receipt of this certificate, we will refund to you any premium you have paid to us.

Assumptions

All values shown in this Contract Summary are based on the following assumptions:

- The current values shown are not guaranteed. The interest rate(s) used to calculate the current values is shown in the Allocation Percentage and Declared Interest Rate section of this Contract Summary.
- The interest rate used to calculate guaranteed values is the Minimum Guaranteed Interest Rate shown in this Contract Summary.
- Payment of the Single Premium shown.
- No withdrawals or transfers.
- All values shown have a Market Value Adjustment of zero. Surrender, transfer or withdrawal of funds from the certificate on or before the Maturity Date is subject to a Market Value Adjustment. This adjustment may either increase or decrease the value of the funds surrendered, transferred or withdrawn. This adjustment may either increase or decrease the Accumulated Value.

Benefits

Under the Guaranteed Settlement Options provision, assuming another annuity option is not elected, Foresters will pay Guaranteed Monthly Payments to the Annuitant, in equal amounts for the life of the Annuitant, commencing on the Maturity Date. If the Annuitant dies before 120 monthly payments have been paid, we will continue to pay the remainder of the 120 monthly payments to the person(s) designated as beneficiary.

Assuming that the single premium is paid and there are no transfers or withdrawals from the certificate, the Guaranteed Monthly Payment commencing on the Maturity Date will be \$611.28, based on the Allocation Percentage and the Minimum Guaranteed Interest Rate shown in this Contract Summary.

Assuming that the single premium is paid and there are no transfers or withdrawals from the certificate, the Current Monthly Payment commencing one month after the Maturity Date will be \$1,975.44, based on the Allocation Percentage and Declared Interest Rate(s) shown in this Contract Summary.

Effective Yield Rates

The annual yield rate is 3.000% as of the end of 10 Certificate Years, for the guaranteed values shown, assuming the Single Premium shown is received and there are no surrender, withdrawals or transfers before that time.

The annual yield rate is 3.000% as of the Maturity Date, for the guaranteed values shown, assuming the Single Premium shown is received and there are no surrender, withdrawals or transfers before that time.

The annual yield rate is 4.700% as of the end of 10 Certificate Years, for the current values shown, assuming the Single Premium shown is received and there are no surrender, withdrawals or transfers before that time.

The annual yield rate is 4.700% as of the Maturity Date, for the current values shown, assuming the Single Premium shown is received and there are no surrender, withdrawals or transfers before that time.

Surrender Charges

The Surrender Charge Percentage to be applied varies by the Certificate Year, based on the effective date of surrender, withdrawal, or an option under the Guaranteed Settlement Options provision.

After the first Certificate Anniversary, for the first withdrawal in a Certificate Year, the surrender charge is waived on the withdrawal amount up to 10% of the Accumulated Value. On surrender, after the first Certificate Anniversary, if there has been no withdrawal in the Certificate Year of surrender, the Surrender Charge is waived on the first 10% of the Accumulated Value.

Table of Surrender Charges			
Certificate Year	Surrender Charge Percentage (%)	Certificate Year	Surrender Charge Percentage (%)
1	5	5	1
2	4	6 or more	0
3	3		
4	2		

Other than where specifically stated, the amounts and values shown are not guaranteed. Current values are not to be relied upon as promises of future values or growth of your Accumulated Value or Cash Value.

This Contract Summary was prepared on August 16, 2008.

The certificate described herein has been issued by The Independent Order of Foresters.

Our office address is:
The Independent Order of Foresters
789 Don Mills Road
Toronto, Ontario, Canada M3C 1T9

Our U.S. mailing address is:
P.O. Box 179
Buffalo, New York 14201-0179

Statement of Variability
The Independent Order of Foresters
Single Premium Deferred Annuity

The following items are indicated as variable items in the certificate. Note that member-specific information such as certificate owner name, age, sex, dates, premium, etc., may vary between certificate issues and, therefore, are not detailed below.

Page	Variable Items	Justification
1	U.S. mailing address	This information is marked variable to allow for future changes, if any, without re-filing the form.
1	Free Look Period # Days	We reserve the right to change the bracketed amount on newly issued certificates. This amount will always comply with state requirements. For example, if the certificate is issued as a replacement, the correct number of days as required by law will be automatically generated by Company systems when the certificate is printed.
1	Officer names and titles	We reserve the right to change the bracketed signatures to allow for future changes, if any, without re-filing the form. The names will only change if a new Executive Secretary or International Fraternal President has been elected.
2	Toll-free telephone number	This information is marked variable to allow for future changes, if any, without re-filing the form.
5	Minimum Amount to be allocated to a Guaranteed Interest Account	We reserve the right to change this administrative rule for all certificates, as cited on page 10 of the certificate.
5	Minimum Withdrawal Amount	We reserve the right to change this administrative rule for all certificates, as cited on page 13 of the certificate.
5	Minimum Transfer Amount	We reserve the right to change this administrative rule for all certificates, as cited on page 11 of the certificate.
5	Minimum Accumulated Value after Withdrawal	We reserve the right to change this administrative rule for all certificates, as cited on page 13 of the certificate.
5	Minimum Guaranteed Interest Rate	<p>*The Minimum Guaranteed Interest Rate is set equal to the minimum nonforfeiture interest rate which is fixed for the life of the certificate.</p> <ul style="list-style-type: none"> • This rate is equal to an average of the Five Year Constant Maturity Treasury rate less 1.25%, rounded to the nearest .05%, but the result will not be less than 1% nor more than 3%. • The minimum nonforfeiture rate for certificates issued in a particular calendar year is determined by averaging the daily Treasury rates for the first 15 business days for the month of October of the preceding calendar year. • The Minimum Guaranteed Interest Rate is only changed on new Issues. Once a certificate is issued, the Guaranteed Minimum Interest Rate cannot change for that particular certificate. <p>This information is marked variable to allow for future changes without re-filing the form and in accordance with the actuarial memorandum.</p>
5&7	Guaranteed Settlement Option Interest Rate	<p>*Varies with market conditions such as interest rates and other factors.</p> <ul style="list-style-type: none"> • Once a certificate is issued, the Guaranteed Settlement Option Interest Rate will be fixed for that particular certificate.

5&7	Guaranteed Settlement Option Mortality Table	*Varies to allow for future change in the generally accepted mortality table rates. <ul style="list-style-type: none"> Once a certificate is issued, the Guaranteed Settlement Option Mortality Table will be fixed for that particular certificate.
5	Term of Guaranteed Interest Account (GIA)	We reserve the right to change the duration and availability of the Guaranteed Interest Accounts as cited on Page 10 of the certificate.
5	Declared Interest Rate	*Varies with market conditions such as interest rates and other factors. The Declared Interest Rate will never be less than the Minimum Guaranteed Interest Rate.
7&8	Guaranteed Settlement Option Tables	*Varies with changes in Guaranteed Settlement Option Interest Rate and Guaranteed Settlement Option Mortality Table <ul style="list-style-type: none"> Once a certificate is issued, the Guaranteed Settlement Option Tables will be fixed for the life of that particular certificate.
21,23 & 24	Addresses	This information is marked variable to allow for future changes, if any, without re-filing the form.

*These changes will be made in an equitable manner and be applied to all certificate issues of this product on a given day and in a manner that does not discriminate between applicants.

The Independent Order of Foresters

NAME OF COMPANY: The Independent Order of Foresters
Forester House, 789 Don Mills Road, Toronto, Ontario M3C 1T9
(416) 429-3000

A. Option Selected

1. Policy and its related forms are scored for the Flesch reading ease test as one unit and the combined score is below.
 2. Policy and its related forms are scored separately for the Flesch reading ease test. Scores for the policy and each form are indicated below.

Form and Form Numbers to which Certification is Applicable:

<u>Form</u>	<u>Form Number</u>	<u>Flesch Score</u>
Foresters Classic Deferred 5 – Single Premium Deferred Annuity	FCDS-US01-2008	47.3

B. Test Option Selected

1. Test was applied to entire policy form(s).
 2. Test was applied on sample basis. Form(s) contain(s) more than 10,000 words. Copy of form(s) enclosed indicating word samples tested.

C. Standards for Certification

A checked block indicates the standard has been achieved.

1. The policy text achieves a minimum score of 40 on the Flesch reading ease test in accordance with the option chosen in Section A above.
2. It is printed in not less than 10-point type, one point leaded. (This does not apply to specification pages, schedules and tables).
3. The layout and spacing of the policy separate the paragraphs from each other and from the border of the paper.
4. The section titles are captured in bold-faced type or otherwise stand out significantly from the text.
5. Unnecessarily long, complicated or obscure words, sentences, paragraphs or constructions are not used in the policy.
6. 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.
7. A table of contents or an index of the principal sections is included in the policy. (This applies only if the policy has more than 3,000 words or consists of more than 3 pages).

This certification must be signed by an officer of the insurer.

 Steve Lintner
 Director, Business Analysis, Product Solutions Group

October 14, 2008

 Date

The Independent Order of Foresters
789 Don Mills Rd
Toronto, Canada M3C 1T9

U.S. Mailing
P.O. Box 179
Buffalo NY 14201-0179

www.foresters.com
T: 800 828 1540

Foresters™ is a trademark of The Independent Order of Foresters



March 6, 2008

To: The Insurance Commissioner

Authorization

This Authorization, or a copy thereof, will authorize the consulting firm of First Consulting & Administration, Inc., Kansas City, Missouri, to represent The Independent Order of Foresters ('Foresters') in matters related to forms and rates before the Insurance Department.

This Authorization shall be valid for a period of one year and renewable for a like period at the end of each term until terminated by Foresters.

Company Name: The Independent Order Of Foresters

Signature: Steve Ut

Name: Steve Lintner

Title: Director, Production Solutions
Group