

SERFF Tracking Number: FRTH-125822259 State: Arkansas
 Filing Company: Forethought Life Insurance Company State Tracking Number: 40332
 Company Tracking Number: FA1001FPDA-01
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium
 Variable
 Product Name: FA1001FPDA-01 - FLEXIBLE PREMIUM DEFERRED
 Project Name/Number: FA1001FPDA-01 - FLEXIBLE PREMIUM DEFERRED/FA1001FPDA-01 - FLEXIBLE PREMIUM DEFERRED

Filing at a Glance

Company: Forethought Life Insurance Company

Product Name: FA1001FPDA-01 - FLEXIBLE PREMIUM DEFERRED SERFF Tr Num: FRTH-125822259 State: ArkansasLH

TOI: A02I Individual Annuities- Deferred Non- Variable SERFF Status: Closed State Tr Num: 40332

Sub-TOI: A02I.002 Flexible Premium Co Tr Num: FA1001FPDA-01 State Status: Approved-Closed

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

Author: Kasey Poettker Disposition Date: 10/07/2008

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

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: FA1001FPDA-01 - FLEXIBLE PREMIUM DEFERRED Status of Filing in Domicile: Pending

Project Number: FA1001FPDA-01 - FLEXIBLE PREMIUM DEFERRED Date Approved in Domicile:

Requested Filing Mode: Domicile Status Comments:

Explanation for Combination/Other: Market Type: Individual

Submission Type: New Submission Group Market Size:

Overall Rate Impact: Group Market Type:

Filing Status Changed: 10/07/2008

State Status Changed: 10/07/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Attached for your review and approval are the above-referenced forms and those as detailed on the "Filing Letter – Appendix." These forms are new and do not replace any forms previously approved by your Department.

Form FA1001FPDA-01 is a Flexible Premium Deferred Annuity contract with fixed interest credits. It will have either a five or seven year withdrawal charge period for each premium payment. The withdrawal charge period will be shown on

SERFF Tracking Number: *FRTH-125822259* State: *Arkansas*
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Company Tracking Number: *FA1001FPDA-01*
TOI: *A021 Individual Annuities- Deferred Non- Variable* Sub-TOI: *A021.002 Flexible Premium*
Product Name: *FA1001FPDA-01 - FLEXIBLE PREMIUM DEFERRED*
Project Name/Number: *FA1001FPDA-01 - FLEXIBLE PREMIUM DEFERRED/FA1001FPDA-01 - FLEXIBLE PREMIUM DEFERRED*

the Contract Data page of each contract. The issue ages for this contract are 0 through 85. The first year premium for this annuity will be no greater than \$1,000,000, subject to prior home office approval. See attached Statement of Variability for ranges for the information contained on the Contract Data page. This submission contains no provision, conditions, or concepts that are uncommon, unusual or possibly controversial from the standpoint of normal company or industry standards.

The market for these Flexible Premium Deferred Annuities will initially be clients of retail banks. These annuities will be sold by fully licensed agents of Forethought Life Insurance Company who meet individually with the applicants.

Application Form FA3003-01 is being filed for approval and will be used with this contract. This form is substantially the same as Application FA3001-01 which was approved by your office with a previous filing. One difference occurs on page 3 in section 7 where the applicant chooses between the annuity with the 5 and 7 year withdrawal charge period. The other difference occurs on the last two pages of the application where references to a Single Premium Deferred Annuity with fixed and indexed strategies has been removed and reference is made to a Flexible Premium Deferred Annuity.

Disclosure Statements FA1001FPDA5-01 and FA1001FPDA7-01 will be used with the appropriate Flexible Premium Deferred Annuity contract. The owner will be furnished either the five or seven year version based on the withdrawal period selected.

Individual Retirement Annuity Rider (Form FAIRAFP-01) and Roth Individual Retirement Annuity Rider (Form FAROTHIRAFP-01) will be used with these annuities.

Form FANHW-01 Nursing Home Waiver Rider will be used with these annuities and will permit the withdrawal charge to be waived on any portion of the contract value withdrawn after Forethought Life receives proof that the owner has been confined to an approved nursing facility on or after the first contract anniversary and continuing at least 60 consecutive days. This waiver rider will be issued at no cost to the owner. This form was previously approved by your office and the approval date is noted on the attached Appendix.

Form FATIW-01 Terminal Illness Waiver Rider will be used with these annuities and will permit the withdrawal charge to be waived on any portion of the contract value withdrawn after the first contract anniversary and after Forethought Life

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receives proof that the owner is suffering from a terminal illness. This waiver rider will be issued at no cost to the owner.
 This form was previously approved by your office and the approval date is noted on the attached Appendix.

Forethought Life Insurance Company will not provide illustrations for these Flexible Premium Deferred Annuities.

Company and Contact

Filing Contact Information

Kasey Poettker, Legal Assistant kasey_poettker@forethought.com
 1 Forethought Center (812) 933-6748 [Phone]
 Batesville, IN 47006 (812) 933-6348[FAX]

Filing Company Information

Forethought Life Insurance Company CoCode: 91642 State of Domicile: Indiana
 1 Forethought Center Group Code: 1266 Company Type: Insurance
 Batesville, IN 47006 Group Name: State ID Number:
 (800) 648-0075 ext. [Phone] FEIN Number: 06-1016329

Filing Fees

Fee Required? Yes
 Fee Amount: \$210.00
 Retaliatory? No
 Fee Explanation: \$50.00 PER CONTRACT - 3 x \$50
 \$20.00 PER FORM - 3 x \$20
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Forethought Life Insurance Company	\$210.00	09/22/2008	22634343

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document (revised)	Life & Annuity - Actuarial Memo		No
Supporting Document	Life & Annuity - Actuarial Memo	Replaced	No
Supporting Document	READABILITY CERTIFICATIONS		Yes
Supporting Document	REQUIRED NOTICES		Yes
Supporting Document	FILING LETTER		Yes
Supporting Document	STATEMENT OF VARIABILITY		Yes
Form	FLEXIBLE PREMIUM DEFERRED ANNUITY		Yes
Form	FLEXIBLE PREMIUM DEFERRED ANNUITY		Yes
Form	FLEXIBLE PREMIUM DEFERRED ANNUITY APPLICATION		Yes
Form	DISCLOSURE STATEMENT		Yes
Form	DISCLOSURE STATEMENT		Yes

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Amendment Letter

Amendment Date:

Submitted Date: 09/30/2008

Comments:

An error was found on the original Actuarial Memorandums that were submitted with this filing. Attached please find the corrected versions.

Changed Items:

Supporting Document Schedule Item Changes:

Satisfied -Name: Life & Annuity - Acturial Memo

Comment:

Actuarial Memorandum - BV Annuity With ROP No MVA 5yr ver092508.pdf

Actuarial Memorandum - BV Annuity With ROP No MVA 7yr ver092508.pdf

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Form Schedule

Lead Form Number: FA1001FPDA-01

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	FA1001FPDA-01 (5 year)	Policy/Contract	FLEXIBLE PREMIUM DEFERRED Certificate: ANNUITY Amendment, Insert Page, Endorsement or Rider	Initial		53	FA1001FPDA-01 (5yr) BV Annuity 5 Year GWA091508.pdf
	FA1001FPDA-01 (7 year)	Policy/Contract	FLEXIBLE PREMIUM DEFERRED Certificate: ANNUITY Amendment, Insert Page, Endorsement or Rider	Initial		53	FA1001FPDA-01 (7yr) BV Annuity 7 Year GWA091508.pdf
	FA3003-01	Application/Enrollment Form	FLEXIBLE PREMIUM DEFERRED ANNUITY APPLICATION	Initial		52	FA3003-01 BV Annuity App - 09-15-08.pdf
	FA1001FPDA5-01	Other	DISCLOSURE STATEMENT	Initial		45	FA1001FPDA 5-01 Disclosure Stmt v09-11-08.pdf
	FA1001FPDA7-01	Other	DISCLOSURE STATEMENT	Initial		45	FA1001FPDA 7-01 Disclosure



Flexible Premium Deferred Annuity Contract

Forethought Life Insurance Company
One Forethought Center
P.O. Box 296
Batesville, IN 47006-0296

In this Contract, "You" or "Your" will refer to the Owner and "We," "Our," or "Us" will refer to Forethought Life Insurance Company.

We will pay the proceeds of this Contract according to its terms. The proceeds will provide a monthly income or other settlement, in accordance with the Annuity Option selected.

This is a legal Contract between You and Us. Read it carefully.

RIGHT TO EXAMINE AND RETURN THIS CONTRACT

If You are not satisfied, You may cancel Your Contract by returning it within (20) days after the date You receive it. Mail or deliver to Us at the address shown above or to Your agent. If You return the Contract by mail, it will be deemed returned on being postmarked, properly addressed, and postage prepaid. This Contract will then be void from its start. Any Premium paid and not previously withdrawn, will be refunded.

This Contract is signed by Us as of its Issue Date.


Assistant Secretary


President

FLEXIBLE PREMIUM DEFERRED ANNUITY CONTRACT
Annuity benefit payable on Annuity Date
Death benefit payable in event of the
Owner's death prior to Annuity Date

NON-PARTICIPATING

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CONTRACT DATA PAGE

CONTRACT NUMBER: (123456789)

ISSUE DATE: (January 3, 2007)

OWNER: (John Doe)

OWNER'S AGE AT ISSUE DATE: (35)

(JOINT OWNER: (Jane Doe))

(JOINT OWNER'S AGE AT ISSUE DATE: (30))

ANNUITANT: (John Doe)

ANNUITANT'S SEX: (Male)

ANNUITANT'S AGE AT ISSUE DATE: (35)

(JOINT ANNUITANT: (Jane Doe))

(JOINT ANNUITANT'S SEX: (Female))

(JOINT ANNUITANT'S AGE AT ISSUE DATE: (30))

BENEFICIARY(IES): (James Doe)
(Joan Doe)

ANNUITY DATE: (January 3, 2067)

CONTRACT TYPE: (Non-Qualified, IRA, Roth IRA)

INITIAL PREMIUM PAID: (\$250,000.00)

(PREMIUM TAX PAID: (\$0.00))

(PREMIUM LESS PREMIUM TAX: (\$250,000.00))

MINIMUM ADDITIONAL PREMIUMS

Minimum Additional Premium: (\$2,000)

(Minimum Additional Premium paid by Automatic Premium Check: (\$100))

INTEREST RATES

The interest rate on the Initial Premium is guaranteed as follows:

((One through Ten) Year Guarantee:

Base Annual Rate:(3.50%)

(Bonus Annual Rate:(1.00%))

(Bonus Annual Rate for Initial Premiums of \$100,000 or more:(1.00%))

((One through Ten) Year Annual Rate(5.50%))

The minimum guaranteed Accumulation Period interest rate for the life of Your Contract is (1.00% - 3.00%).

WITHDRAWAL CHARGES

THE FOLLOWING CHARGES ARE ASSESSED AS A PERCENTAGE OF THE AMOUNT SUBJECT TO WITHDRAWAL CHARGES:

Years from Premium Payment	1	2	3	4	5	Thereafter
Charge	7%	7%	6%	4%	2%	0%

WITHDRAWAL CHARGE PERIOD:

Five Years from date of Premium Payment
(30 Days to One Year) after the Issue Date

FREE WITHDRAWAL AVAILABILITY DATE:

MINIMUM WITHDRAWAL AMOUNT:

(\$250.00)

MINIMUM CONTRACT VALUE AFTER WITHDRAWAL:

(\$500.00)

ANNUITY SERVICE CENTER:

**FORETHOUGHT LIFE INSURANCE COMPANY
ONE FORETHOUGHT CENTER
P.O. BOX 296
BATESVILLE, IN 47006-0296**

ENDORSEMENTS AND RIDERS ATTACHED TO THIS CONTRACT:

(NONE)

TABLE OF GUARANTEED VALUES* PER \$10,000 INITIAL PREMIUM

Contract Year	Minimum Guaranteed Interest Rate	End of Year Contract Value	End of Year Contract Withdrawal Value
1	(1.00%	(10,100	(10,000
2	1.00%	10,201	10,000
3	1.00%	10,303	10,000
4	1.00%	10,406	10,006
5	1.00%	10,510	10,310
6	1.00%	10,615	10,615
7	1.00%	10,721	10,721
8	1.00%	10,829	10,829
9	1.00%	10,937	10,937
10	1.00%	11,046	11,046
11	1.00%	11,157	11,157
12	1.00%	11,268	11,268
13	1.00%	11,381	11,381
14	1.00%	11,495	11,495
15	1.00%	11,610	11,610
16	1.00%	11,726	11,726
17	1.00%	11,843	11,843
18	1.00%	11,961	11,961
19	1.00%	12,081	12,081
20	1.00%	12,202	12,202
21	1.00%	12,324	12,324
22	1.00%	12,447	12,447
23	1.00%	12,572	12,572
24	1.00%	12,697	12,697
25	1.00%	12,824	12,824
26	1.00%	12,953	12,953
27	1.00%	13,082	13,082
28	1.00%	13,213	13,213
29	1.00%	13,345	13,345
30	1.00%)	13,478)	13,478)

* Values shown assume

1. A \$10,000 Premium payment at the beginning of the first Contract Year.
2. Interest credited at the minimum guaranteed interest rate.
3. No withdrawals or subsequent Premium payments.

Actual values may be increased to the extent that interest crediting rates are more favorable than those guaranteed in this Contract.

DEFINITIONS

ACCUMULATION PERIOD

The period prior to the Annuity Date.

ANNUITY PAYMENTS

The series of payments made to the Owner or other named payee after the Annuity Date under the Annuity Option elected.

ANNUITY DATE

The date on which Annuity Payments begin. The Annuity Date is shown on the Contract Data Page.

ANNUITY PERIOD

The period starting on the Annuity Date during which Annuity Payments are payable.

ATTAINED AGE

The age of any Owner or Annuitant on his/her last birthday.

BENEFICIARY

The person You name to receive a death benefit payable under this Contract upon the death of the Owner or a Joint Owner, or in certain circumstances, an Annuitant.

COMPANY

Forethought Life Insurance Company.

CONTRACT ANNIVERSARY

An anniversary of the Issue Date of this Contract.

CONTRACT WITHDRAWAL VALUE

The Contract Value less any applicable Withdrawal Charges, less any applicable taxes.

CONTRACT YEAR

A one-year period starting on the Issue Date and on each Contract Anniversary thereafter.

INITIAL PREMIUM

The Premium paid effective the Issue Date to put this Contract in force. It is shown on the Contract Data Page.

ISSUE DATE

The date this Contract was issued as shown on the Contract Data Page and the date on which the Initial Premium began earning interest.

JOINT OWNER

If there is more than one Owner, each Owner shall be a Joint Owner of the Contract.

NOTICE

Any form of communication providing information We need, either in writing or another manner that We approve in advance. All Notices to Us must be sent to Our Annuity Service Center.

OWNER

The person(s) entitled to the ownership rights under this Contract. If Joint Owners are named, all references to Owner shall mean Joint Owners.

PREMIUM

Any amount paid to Us under this Contract as consideration for the benefits it provides, less any applicable taxes We deduct upon receipt of a Premium.

GENERAL PROVISIONS

THE CONTRACT

The entire Contract consists of this Contract, any riders or endorsements attached to this Contract, and a copy of the application, if one is attached to this Contract when issued. All statements made in the application are, in the absence of fraud, representations and not warranties.

This Contract must be returned to Us prior to the payment of any benefit, unless waived by Us. Prior to any payment of a death benefit, due proof of death must be submitted to Us.

YOUR APPLICATION

By signing the annuity application You agree that:

1. All the statements and answers given by You on the application are true and complete to the best of Your knowledge.
2. You will, upon request, provide proof of the Annuitant's birth date and sex.

INCONTESTABILITY

We will not contest the validity of this Contract at any time following the Issue Date.

NON-PARTICIPATING

This Contract will not share in any distribution by Us of dividends and has no voting rights.

MISSTATEMENT OF AGE OR SEX

We may require proof of age or sex of the Annuitant or Beneficiary before making any Annuity Payments under this Contract that are measured by the Annuitant's life or by the Beneficiary's life. If the age or sex of the Annuitant or Beneficiary has been misstated, the amount payable will be the amount that would have been provided at the correct age and sex.

After Annuity Payments have begun, any underpayments will be made up in one lump sum with the next Annuity Payment. Any overpayments will be deducted from future Annuity Payments until the total is repaid. Adjustments for underpayments or overpayments shall include interest calculated at a rate according to applicable law.

PROTECTION OF PROCEEDS

No Beneficiary may encumber, alienate or assign any payments under this Contract before they are due. To the extent permitted by law, no payments will be subject to the debts, contracts or engagements of any payee or to any judicial process to levy upon or attach the same.

REPORTS

At least once each calendar year until the Annuity Date, We will furnish You with a report showing the Contract Value, Your Contract Withdrawal Value, the activity in Your annuity and any other information as may be required by law. We will send You confirmations of certain transactions. Reports and confirmations will be sent to Your last known address.

PREMIUM TAXES AND OTHER TAXES

Any premium taxes or other taxes paid by Us to any governmental entity relating to this Contract may be deducted from the Premium or Contract Value. We will, at Our sole discretion, determine when taxes relate to the Contract, including when they have resulted from receipt by Us of the Premium or commencement of Annuity Payments. We may, at Our sole discretion, pay taxes when due and deduct that amount from the Contract Value at a later date. Payments at an earlier date do not waive any right We may have to deduct amounts at a later date. We will deduct any withholding taxes required by applicable law.

GENERAL PROVISIONS (continued)

EVIDENCE OF SURVIVAL

We may require satisfactory evidence of the continued survival of any person(s) on whose life Annuity Payments are based. We reserve the right to discontinue Annuity Payments until satisfactory proof of continued survival is received.

MODIFICATION OF CONTRACT

No change to this Contract will be made by Us that adversely affects Your rights unless the change is required by law. However, subject to any required regulatory approval, We may modify the Contract so as to qualify as an annuity under the provisions of the Internal Revenue Code, as may be amended. You will be provided with notice of any change affecting Your Contract.

Only an officer of Forethought Life Insurance Company may modify an annuity contract or waive any requirement in the application. Any such changes must be in writing and signed by Our President or Our Secretary.

DEFERRAL PAYMENTS

We reserve the right to defer payments for any Withdrawal Amount for a period not exceeding six (6) months. Subject to state requirements, interest will be credited during such deferred period.

EMPLOYER-SPONSORED PLANS

This annuity Contract will have unisex mortality factors applied to its Annuity Option if the Contract is part of an employer-sponsored retirement plan under the provisions of Internal Revenue Code sections 401, 403, 457 or other pertinent section.

APPLICABLE LAW

This annuity Contract is governed by the laws of the state in which it is delivered. All annuity values, withdrawal values, paid-up annuities, reserves or death benefits available from this annuity Contract are at least equal to those required by that state.

ANNUITANT, OWNERSHIP, ASSIGNMENT PROVISIONS

OWNER

The Owner is the person designated as such on the Issue Date, unless changed.

You may change the Owner at any time. A change of Owner will automatically revoke any prior designation of Owner. A request for change must be by Notice. Except as otherwise elected or required by law, a change of Owner will not change a designation of an Annuitant or Beneficiary or an Annuity Option election.

The change will become effective as of the date the Notice is received by Us. A new designation of Owner will not apply to any payment made or action taken by Us prior to the time the new designation is recorded at Our Annuity Service Office. Any change of Owner is subject to Our underwriting rules in effect at the time of the request.

JOINT OWNER

A Contract may be owned by Joint Owners, limited to two (2) natural persons. Joint Owners have equal ownership rights and must both authorize any exercising of those ownership rights unless otherwise allowed by Us. Upon the death of either Joint Owner, the surviving Joint Owner will be deemed to be the primary Beneficiary, unless You have given Us Notice otherwise.

ANNUITANT

The Annuitant is the natural person on whose life Annuity Payments are based. The Annuitant is the person designated by You as of the Issue Date, unless changed prior to the Annuity Date. The Annuitant may not be changed in a Contract which is owned by a non-natural person. The Annuitant and Owner need not be the same person. Any change of Annuitant is subject to Our underwriting rules in effect at the time of the request. The Annuitant has the following effects on the annuity:

1. If You choose an Annuity Option that guarantees payments for life, the age and sex of the Annuitant is used to calculate the Annuity Payments, unless unisex mortality factors apply to Your Contract. (See *Employer-Sponsored Plans* on page 6 for more information).
2. If the Annuitant dies after the Annuity Date, Annuity Payments will end unless the Annuity Option chosen calls for payments to continue after death.

ASSIGNMENT

You may assign Your rights under this Contract. We will not be bound by any Assignment until Notice of the Assignment is recorded by Us. We are not responsible for the validity of tax consequences of any Assignment. We will not be liable for any payment or other settlement made by Us before We record the Notice of the Assignment.

BENEFICIARY PROVISIONS

BENEFICIARY

The Beneficiary designation in effect on the Issue Date will remain in effect, unless changed. Unless You provide otherwise, the death benefit will be paid in equal shares to the Beneficiary(ies) as follows:

1. to the primary Beneficiary(ies) who survive the Owner (or if the Owner is not a natural person, the Annuitant's death); or if there are none, then
2. to the contingent Beneficiary(ies) who survive the Owner (or if the Owner is not a natural person, the Annuitant's death); or if there are none, then
3. to the Owner's estate.

If Joint Owners have been designated, unless You inform Us otherwise, the surviving Joint Owner will be treated as the primary Beneficiary. Any other Beneficiary designation will be treated as a contingent Beneficiary unless otherwise indicated in a Notice to Us.

SIMULTANEOUS DEATH OF BENEFICIARY AND OWNER

Death benefits will be paid as though any Beneficiary died before the Owner if the Beneficiary dies within 24 hours of the Owner's death.

CHANGE OF BENEFICIARY

Subject to the rights of any irrevocable Beneficiary, You may change the primary Beneficiary or contingent Beneficiary. A change may be made by filing a Notice with Us. The change will take effect as of the date the Notice is received by Us. We will not be liable for any payment made or action taken before We record the change.

PREMIUM PAYMENT PROVISIONS

PREMIUM PAYMENT

The amount of the Initial Premium is shown on the Contract Data Page. After the Initial Premium payment, You may make additional contributions of at least the amount indicated under Minimum Additional Premiums on the Contract Data Page. However, We reserve the right not to accept additional Premiums under this Contract.

CONTRACT VALUE PROVISION

CONTRACT VALUE

The Contract Value is calculated as follows:

1. On the Issue Date, the Contract Value equals the Premium.
2. On any day thereafter, the Contract Value equals:
 - (a) the Contract Value on the previous day; plus
 - (b) Premium received since the previous day; less
 - (c) amounts withdrawn since the previous day; less
 - (d) Withdrawal Charges assessed to the Contract Value since the previous day; less
 - (e) any applicable taxes assessed to the Contract Value since the previous day; plus
 - (f) interest credited.

The Table of Guaranteed Values on page 3C shows guaranteed minimum interest rates and shows the minimum Contract Values and Contract Withdrawal Values that We guarantee assuming these guaranteed interest rates and assuming the Premium payments shown. These values could be greater if We pay or credit interest in excess of the rates guaranteed.

In case of a withdrawal, interest will be credited on the portion withdrawn up to the withdrawal date.

INTEREST DURING THE ACCUMULATION PERIOD

Interest is credited to Your account daily. All interest rates quoted are effective annual interest rates. These are the rates that result after interest has compounded daily for a full year.

We set interest rates according to the following guidelines:

1. The Initial Premium will earn interest at the rates and for the time periods shown on the Contract Data Page. Thereafter, We will declare a new interest rate from time to time.
2. For additional Premiums, We will declare the credited interest rate from time to time. Different interest rates may apply to Premiums paid at different times.
3. Each credited interest rate will be guaranteed for at least one year.

We guarantee Your annuity will always earn at least the guaranteed minimum interest rate set forth in the Interest Rates section of the Contract Data Page prior to the selection of an Annuity Option, regardless of future economic conditions.

DEATH BENEFIT PROVISIONS

DEATH OF OWNER DURING THE ACCUMULATION PERIOD

During the Accumulation Period, the death benefit will be paid to Your Beneficiary(ies) upon Your death, or upon the first death of a Joint Owner.

DEATH BENEFIT AMOUNT DURING THE ACCUMULATION PERIOD

The death benefit is the Contract Value determined as of the date on which We have received both due proof of death and an election for the payment method. At that time and until distributed, the death benefit will receive interest as required by the state in which this Contract is issued. In the event the Contract is continued by a surviving spouse as set forth below, the Contract Value will continue in the Accumulation Period according to the terms of the Contract.

DEATH BENEFIT OPTIONS DURING THE ACCUMULATION PERIOD

A Beneficiary must elect the death benefit to be paid under one of the options below (unless the Owner has previously made such election) in the event of the death of an Owner during the Accumulation Period. In addition, if the Beneficiary is the spouse of the Owner, he or she may elect to continue the Contract in his or her own name and exercise all the Owner's rights under the Contract. The death benefit options available under the Contract are:

Option 1 - lump sum payment of the death benefit; or

Option 2 - the payment of the entire death benefit within five (5) years of the date of the death of the Owner or the first Joint Owner to die; or

Option 3 - payment of the death benefit under an Annuity Option over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one (1) year of the date of death of the Owner or the first Joint Owner to die.

Any portion of the death benefit not applied under Option 3 within one (1) year of the date of the Owner's or Joint Owner's death must be distributed within five (5) years of the date of death.

If a lump sum payment is requested, the amount will be paid within seven (7) days of receipt of proof of death and the election.

Payment to the Beneficiary, other than in a lump sum, may only be elected during the sixty (60) day period beginning with the date of receipt of proof of death.

DEATH OF OWNER DURING THE ANNUITY PERIOD

If the Owner or a Joint Owner, who is not the Annuitant, dies during the Annuity Period, any remaining payments under the Annuity Option elected will continue at least as rapidly as under the method of distribution in effect at the time of the Owner's death. Upon the death of the Owner during the Annuity Period, the Beneficiary becomes the Owner.

DEATH OF ANNUITANT

Upon the death of an Annuitant who is not the Owner or a Joint Owner during the Accumulation Period, the Owner automatically becomes the Annuitant. The Owner may select a new Annuitant if the Owner does not want to be the Annuitant. Any new Annuitant designation will be subject to the Company's underwriting rules then in effect. If the Owner is a non-natural person, the death of the primary Annuitant will be treated as the death of the Owner.

Upon the death of the Annuitant during the Annuity Period, the death benefit, if any, will be as specified in the Annuity Option elected. Death benefits will be paid at least as rapidly as under the method of distribution in effect at the Annuitant's death.

DEATH BENEFIT PROVISIONS (continued)

PAYMENT OF DEATH BENEFIT

We will require due proof of death before any death benefit is paid. Due proof of death will be:

1. a certified death certificate; or
2. any other proof satisfactory to Us.

Any death benefit will be paid in accordance with applicable law or regulations governing death benefit payments. In all events, this Contract will be continued and administered in accordance with Section 72(s) of the Internal Revenue Code, as amended.

WITHDRAWAL PROVISIONS

WITHDRAWALS

You have the right to withdraw part or all of Your Contract Value in any Contract Year prior to the Annuity Date.

For the purpose of calculating permitted Free Withdrawal Amounts and Withdrawal Charges, withdrawals will be treated as coming first from interest earnings and as a return of Premiums (on a first-in, first-out basis) only after earnings have been exhausted.

A Withdrawal Amount must be at least the Minimum Withdrawal Amount shown on the Contract Data Page. If the withdrawal reduces the Contract Value below the amount of the Minimum Contract Value After Withdrawal as shown on the Contract Data Page, We may treat the request as a withdrawal of the entire Contract Value.

If You withdraw the entire Contract Value, this Contract will terminate. If You withdraw all of Your Contract Value, Withdrawal Charges will be waived to the extent they would conflict with the Premium Guarantee.

WITHDRAWAL AMOUNT

The Withdrawal Amount is the full amount withdrawn from the Contract Value, including any Free Withdrawal Amount and any amount in excess of the Free Withdrawal Amount.

WITHDRAWAL CHARGE

Cumulative withdrawals of Contract Value that exceed the Free Withdrawal Amount may be assessed a Withdrawal Charge. The Withdrawal Charge is equal to the percentage(s) shown on the Contract Data Page of the amount of Premium(s) withdrawn. After the Withdrawal Charge Period following the date of each Premium payment, that Premium payment incurs no Withdrawal Charge. Withdrawal Charges are not assessed against death benefit proceeds paid on account of the death of the Owner.

FREE WITHDRAWAL AMOUNT

The Free Withdrawal amount is not subject to a Withdrawal Charge.

Any time after the Free Withdrawal Availability Date and prior to the Annuity Date, You may withdraw an amount equal to the accumulated interest earnings free of any Withdrawal Charges.

If Your Contract is issued for use as an IRA, Roth IRA or under an Employer Sponsored Plan, distributions required under the Required Minimum Distribution rules imposed by the Internal Revenue Code of 1986 will be free from any Withdrawal Charges.

The Free Withdrawal Amount will not exceed the greater of:

- a) Accumulated interest, reduced by all Free Withdrawal Amounts taken since the Issue Date; or
- b) The Required Minimum Distribution for this Contract, reduced by any Free Withdrawal Amount taken during the Contract Year.

PREMIUM GUARANTEE

We guarantee the return of Your Premium payments upon withdrawal. This guarantee is in addition to the Right To Examine And Return This Contract explained on the Contract cover page. If You make a full withdrawal at any time, You will receive at least the amount of all Premiums paid less any prior partial withdrawals and less any applicable premium tax. Any applicable Withdrawal Charges will be waived to the extent that they would conflict with the Premium Guarantee. For purposes of this provision, previous interest withdrawals will be considered return of Premiums.

ANNUITY PROVISIONS

ANNUITY DATE

The Annuity Date is shown on the Contract Data Page. Prior to the Annuity Date, You may change the Annuity Date upon thirty (30) days prior Notice to Us. The Annuity Date must be the first day of a month and may not be later than the Contract Anniversary following the Owner's or the oldest Joint Owner's 95th birthday.

ELECTION OF ANNUITY OPTIONS

The Annuity Option is elected by You. If no Annuity Option is elected, Option 2 - Life Annuity with Ten (10) Years of Annuity Payments Guaranteed will automatically be applied. Upon thirty (30) days Notice prior to the Annuity Date, You may change the Annuity Option. Once payments commence under an elected Annuity Option, that option is irrevocable and the Contract has no value that can be surrendered, loaned, commuted or withdrawn.

ANNUITY OPTIONS

The following Annuity Options, or any other Annuity Option acceptable to You and Us, may be elected:

Option 1 - Life Annuity - We will make Annuity Payments, payable at the frequency elected, during the lifetime of the Annuitant and terminating with the last payment due prior to the Annuitant's death.

Option 2 - Life Annuity with 10 Years of Annuity Payments Guaranteed - We will make Annuity Payments, payable at the frequency elected, during the lifetime of the Annuitant with a guarantee that if at the Annuitant's death there have been less than ten (10) years of Annuity Payments made as selected, Annuity Payments will continue for the remainder of the guaranteed period.

Option 3 - Life Annuity with 20 Years of Annuity Payments Guaranteed - We will make Annuity Payments, payable at the frequency elected, during the lifetime of the Annuitant with a guarantee that if at the Annuitant's death there have been less than twenty (20) years of Annuity Payments made as selected, Annuity Payments will continue for the remainder of the guaranteed period.

Option 4 - Joint and Last Survivor Annuity - We will make Annuity Payments, payable at the frequency elected, during the lifetime of the Annuitant and the Joint Annuitant. Upon the death of either the Annuitant or Joint Annuitant, Annuity Payments will continue to be paid during the remaining lifetime of the survivor. Annuity Payments cease with the final Annuity Payment due prior to the last survivor's death.

Option 5 - Joint and Last Survivor Annuity with 10 Years of Annuity Payments Guaranteed - We will make Annuity Payments, payable at the frequency elected, during the joint lifetime of the Annuitant and the Joint Annuitant. Upon the death of either the Annuitant or the Joint Annuity, Annuity Payments will continue to be paid during the remaining lifetime of the survivor. If at the last death of the Annuitant and the Joint Annuitant, there have been less than ten (10) years of Annuity Payments made as selected, Annuity Payments will continue to be made for the remainder of the guaranteed period.

Option 6 - Guaranteed Payment Period - We will make payments for a guaranteed payment period of five (5) to thirty (30) years. The payments do not depend on the Annuitant's life.

ANNUITY PAYMENTS

The Annuity Tables that follow contain guaranteed monthly Annuity Payment amounts per \$1,000 of Contract Withdrawal Value. They were calculated using the Annuity 2000 Mortality Table with Improvement Table G, at 2.00% interest compounded annually. Annuity Payments are based on the Annuitant's Attained Age and sex, and the Annuity Option elected. Unless another payee is designated, You will be the payee of the Annuity Payments.

The Contract Withdrawal Value will be applied to the applicable Annuity Option Table to determine Your first Annuity Payment. The Contract Withdrawal Value is determined no more than five (5) days prior to the Annuity Date. If, as of the Annuity Date, the then current Annuity Option rates applicable to this class of contracts provide an Annuity Payment greater than that which is guaranteed under the same Annuity Option under this Contract, then the greater payment will be made. For Attained Ages, combinations of sex, guaranteed payment periods, payment frequencies, and annualized effective interest rates not shown in these tables, Annuity Payment factors will be calculated in a manner consistent with these Annuity Option Tables.

ANNUITY PROVISIONS (continued)

FREQUENCY AND AMOUNT OF ANNUITY PAYMENTS

Annuity Payments will be paid as monthly installments or at any frequency acceptable to You and Us. The Contract Value less any applicable Withdrawal Charges and applicable premium tax will be applied to the Annuity Table for the Annuity Option elected to determine Annuity Payments. If Contract Withdrawal Value to be applied under an Annuity Option is less than \$5,000, We reserve the right to make one lump sum payment in lieu of Annuity Payments. If the amount of any Annuity Payment would be or becomes less than \$100, We may reduce the frequency of payments to an interval which will result in each payment being at least \$100.

BASIS OF PAYMENTS

The Annuity Tables are based on the Annuity 2000 Mortality Table with Improvement Table G at 2.00% interest, compounded annually.

Annuity Options 1, 2, and 3

Monthly Income Payment for each \$1,000 of Contract Withdrawal Value applied

Annuitant's Attained Age	Life Annuity		Life Annuity with 10 Years of Annuity Payments Guaranteed		Life Annuity with 20 Years of Annuity Payments Guaranteed	
	Male	Female	Male	Female	Male	Female
50	\$3.19	\$3.02	\$3.18	\$3.01	\$3.12	\$2.98
51	\$3.26	\$3.07	\$3.24	\$3.06	\$3.18	\$3.03
52	\$3.32	\$3.13	\$3.30	\$3.12	\$3.23	\$3.08
53	\$3.39	\$3.19	\$3.37	\$3.18	\$3.29	\$3.13
54	\$3.46	\$3.25	\$3.44	\$3.24	\$3.35	\$3.19
55	\$3.54	\$3.32	\$3.51	\$3.30	\$3.41	\$3.25
56	\$3.62	\$3.39	\$3.59	\$3.37	\$3.47	\$3.31
57	\$3.71	\$3.46	\$3.67	\$3.44	\$3.54	\$3.37
58	\$3.80	\$3.54	\$3.76	\$3.52	\$3.61	\$3.43
59	\$3.90	\$3.62	\$3.85	\$3.60	\$3.68	\$3.50
60	\$4.00	\$3.71	\$3.94	\$3.68	\$3.75	\$3.57
61	\$4.11	\$3.81	\$4.04	\$3.77	\$3.82	\$3.64
62	\$4.23	\$3.91	\$4.15	\$3.87	\$3.89	\$3.72
63	\$4.35	\$4.01	\$4.27	\$3.97	\$3.97	\$3.79
64	\$4.49	\$4.13	\$4.38	\$4.07	\$4.04	\$3.87
65	\$4.63	\$4.25	\$4.51	\$4.18	\$4.12	\$3.95
66	\$4.79	\$4.38	\$4.64	\$4.30	\$4.19	\$4.03
67	\$4.95	\$4.52	\$4.78	\$4.43	\$4.27	\$4.11
68	\$5.12	\$4.67	\$4.92	\$4.56	\$4.34	\$4.20
69	\$5.31	\$4.83	\$5.08	\$4.71	\$4.41	\$4.28
70	\$5.51	\$5.00	\$5.23	\$4.86	\$4.48	\$4.36
71	\$5.73	\$5.19	\$5.40	\$5.01	\$4.55	\$4.44
72	\$5.95	\$5.39	\$5.56	\$5.18	\$4.61	\$4.51
73	\$6.20	\$5.61	\$5.74	\$5.36	\$4.67	\$4.58
74	\$6.46	\$5.85	\$5.92	\$5.54	\$4.72	\$4.65
75	\$6.74	\$6.11	\$6.10	\$5.73	\$4.78	\$4.71
76	\$7.04	\$6.38	\$6.29	\$5.93	\$4.82	\$4.77
77	\$7.36	\$6.68	\$6.48	\$6.14	\$4.86	\$4.82
78	\$7.70	\$7.01	\$6.67	\$6.35	\$4.90	\$4.86
79	\$8.07	\$7.36	\$6.87	\$6.56	\$4.93	\$4.90
80	\$8.47	\$7.75	\$7.06	\$6.78	\$4.96	\$4.94

**Annuity Option 4
Joint and Survivor Annuity**

Monthly Income Payment for each \$1,000 of Contract Withdrawal Value applied

Male Annuitant's Attained Age	Female Annuitant's Attained Age						
	55	60	65	70	75	80	85
55	\$3.18	\$3.34	\$3.48	\$3.59	\$3.68	\$3.74	\$3.77
60	\$3.28	\$3.50	\$3.71	\$3.89	\$4.04	\$4.15	\$4.22
65	\$3.37	\$3.64	\$3.93	\$4.21	\$4.46	\$4.65	\$4.79
70	\$3.43	\$3.75	\$4.11	\$4.51	\$4.90	\$5.24	\$5.50
75	\$3.46	\$3.82	\$4.25	\$4.76	\$5.32	\$5.86	\$6.32
80	\$3.49	\$3.87	\$4.35	\$4.95	\$5.68	\$6.46	\$7.22
85	\$3.50	\$3.90	\$4.41	\$5.09	\$5.95	\$6.99	\$8.10

**Annuity Option 5
Joint and Survivor Annuity with 10 Years of Annuity Payments Guaranteed**

Monthly Income Payment for each \$1,000 of Contract Withdrawal Value applied

Male Annuitant's Attained Age	Female Annuitant's Attained Age						
	55	60	65	70	75	80	85
55	\$3.18	\$3.34	\$3.48	\$3.59	\$3.67	\$3.73	\$3.76
60	\$3.28	\$3.50	\$3.71	\$3.89	\$4.03	\$4.13	\$4.19
65	\$3.36	\$3.64	\$3.92	\$4.20	\$4.44	\$4.62	\$4.73
70	\$3.42	\$3.74	\$4.10	\$4.49	\$4.86	\$5.16	\$5.37
75	\$3.46	\$3.81	\$4.24	\$4.73	\$5.25	\$5.72	\$6.06
80	\$3.48	\$3.86	\$4.33	\$4.90	\$5.56	\$6.21	\$6.74
85	\$3.50	\$3.88	\$4.38	\$5.01	\$5.77	\$6.59	\$7.28

**Annuity Option 6
Guaranteed Payment Period**

Monthly Income Payment for each \$1,000 of Contract Withdrawal Value applied

Guaranteed Payment Period (Years)	Monthly Payment	Guaranteed Payment Period (Years)	Monthly Payment	Guaranteed Payment Period (Years)	Monthly Payment
5	\$17.49	14	\$6.80	23	\$4.50
6	\$14.71	15	\$6.41	24	\$4.35
7	\$12.73	16	\$6.07	25	\$4.22
8	\$11.25	17	\$5.76	26	\$4.09
9	\$10.10	18	\$5.49	27	\$3.98
10	\$9.17	19	\$5.25	28	\$3.87
11	\$8.42	20	\$5.04	29	\$3.77
12	\$7.79	21	\$4.84	30	\$3.68
13	\$7.26	22	\$4.66		



Flexible Premium Deferred Annuity Contract

Forethought Life Insurance Company
One Forethought Center
P.O. Box 296
Batesville, IN 47006-0296

In this Contract, "You" or "Your" will refer to the Owner and "We," "Our," or "Us" will refer to Forethought Life Insurance Company.

We will pay the proceeds of this Contract according to its terms. The proceeds will provide a monthly income or other settlement, in accordance with the Annuity Option selected.

This is a legal Contract between You and Us. Read it carefully.

RIGHT TO EXAMINE AND RETURN THIS CONTRACT

If You are not satisfied, You may cancel Your Contract by returning it within (20) days after the date You receive it. Mail or deliver to Us at the address shown above or to Your agent. If You return the Contract by mail, it will be deemed returned on being postmarked, properly addressed, and postage prepaid. This Contract will then be void from its start. Any Premium paid and not previously withdrawn, will be refunded.

This Contract is signed by Us as of its Issue Date.


Assistant Secretary


President

FLEXIBLE PREMIUM DEFERRED ANNUITY CONTRACT
Annuity benefit payable on Annuity Date
Death benefit payable in event of the
Owner's death prior to Annuity Date

NON-PARTICIPATING

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CONTRACT DATA PAGE

CONTRACT NUMBER: (123456789)
ISSUE DATE: (January 3, 2007)
OWNER: (John Doe)
OWNER'S AGE AT ISSUE DATE: (35)
(JOINT OWNER: (Jane Doe)
(JOINT OWNER'S AGE AT ISSUE DATE: (30)
ANNUITANT: (John Doe)
ANNUITANT'S SEX: (Male)
ANNUITANT'S AGE AT ISSUE DATE: (35)
(JOINT ANNUITANT: (Jane Doe)
(JOINT ANNUITANT'S SEX: (Female)
(JOINT ANNUITANT'S AGE AT ISSUE DATE: (30)
BENEFICIARY(IES): (James Doe)
(Joan Doe)
ANNUITY DATE: (January 3, 2067)
CONTRACT TYPE: (Non-Qualified, IRA, Roth IRA)
INITIAL PREMIUM PAID: (\$250,000.00)
(PREMIUM TAX PAID: (\$0.00)
(PREMIUM LESS PREMIUM TAX: (\$250,000.00)

MINIMUM ADDITIONAL CONTRIBUTIONS

Minimum Additional Premium: (\$2,000)
(Minimum Additional Premium paid by Automatic Premium Check: (\$100))

INTEREST RATES

The interest rate on the Initial Premium is guaranteed as follows:

((One through Ten) Year Guarantee:

Base Annual Rate:(3.50%)
(Bonus Annual Rate:(1.00%))
(Bonus Annual Rate for Initial Premiums of \$100,000 or more:(1.00%))
((One through Ten) Year Annual Rate(5.50%)))

The minimum guaranteed Accumulation Period interest rate for the life of Your Contract is (1.00% - 3.00%).

WITHDRAWAL CHARGES

THE FOLLOWING CHARGES ARE ASSESSED AS A PERCENTAGE OF THE AMOUNT SUBJECT TO WITHDRAWAL CHARGES:

Years from Premium Payment	1	2	3	4	5	6	7	Thereafter
Charge	7%	7%	7%	6%	5%	4%	2%	0%

WITHDRAWAL CHARGE PERIOD:

Seven Years from date of Premium Payment
(30 Days to One Year) after the Issue Date

FREE WITHDRAWAL AVAILABILITY DATE:

MINIMUM WITHDRAWAL AMOUNT:

(\$250.00)

MINIMUM CONTRACT VALUE AFTER WITHDRAWAL:

(\$500.00)

ANNUITY SERVICE CENTER:

**FORETHOUGHT LIFE INSURANCE COMPANY
ONE FORETHOUGHT CENTER
P.O. BOX 296
BATESVILLE, IN 47006-0296**

ENDORSEMENTS AND RIDERS ATTACHED TO THIS CONTRACT:

(NONE)

TABLE OF GUARANTEED VALUES* PER \$10,000 INITIAL PREMIUM

Contract Year	Minimum Guaranteed Interest Rate	End of Year Contract Value	End of Year Contract Withdrawal Value
1	(1.00%	(10,100	(10,000
2	1.00%	10,201	10,000
3	1.00%	10,303	10,000
4	1.00%	10,406	10,000
5	1.00%	10,510	10,010
6	1.00%	10,615	10,215
7	1.00%	10,721	10,521
8	1.00%	10,829	10,829
9	1.00%	10,937	10,937
10	1.00%	11,046	11,046
11	1.00%	11,157	11,157
12	1.00%	11,268	11,268
13	1.00%	11,381	11,381
14	1.00%	11,495	11,495
15	1.00%	11,610	11,610
16	1.00%	11,726	11,726
17	1.00%	11,843	11,843
18	1.00%	11,961	11,961
19	1.00%	12,081	12,081
20	1.00%	12,202	12,202
21	1.00%	12,324	12,324
22	1.00%	12,447	12,447
23	1.00%	12,572	12,572
24	1.00%	12,697	12,697
25	1.00%	12,824	12,824
26	1.00%	12,953	12,953
27	1.00%	13,082	13,082
28	1.00%	13,213	13,213
29	1.00%	13,345	13,345
30	1.00%)	13,478)	13,478)

* Values shown assume

1. A \$10,000 Premium payment at the beginning of the first Contract Year.
2. Interest credited at the minimum guaranteed interest rate.
3. No withdrawals or subsequent Premium payments.

Actual values may be increased to the extent that interest crediting rates are more favorable than those guaranteed in this Contract.

DEFINITIONS

ACCUMULATION PERIOD

The period prior to the Annuity Date.

ANNUITY PAYMENTS

The series of payments made to the Owner or other named payee after the Annuity Date under the Annuity Option elected.

ANNUITY DATE

The date on which Annuity Payments begin. The Annuity Date is shown on the Contract Data Page.

ANNUITY PERIOD

The period starting on the Annuity Date during which Annuity Payments are payable.

ATTAINED AGE

The age of any Owner or Annuitant on his/her last birthday.

BENEFICIARY

The person You name to receive a death benefit payable under this Contract upon the death of the Owner or a Joint Owner, or in certain circumstances, an Annuitant.

COMPANY

Forethought Life Insurance Company.

CONTRACT ANNIVERSARY

An anniversary of the Issue Date of this Contract.

CONTRACT WITHDRAWAL VALUE

The Contract Value less any applicable Withdrawal Charges, less any applicable taxes.

CONTRACT YEAR

A one-year period starting on the Issue Date and on each Contract Anniversary thereafter.

INITIAL PREMIUM

The Premium paid effective the Issue Date to put this Contract in force. It is shown on the Contract Data Page.

ISSUE DATE

The date this Contract was issued as shown on the Contract Data Page and the date on which the Initial Premium began earning interest.

JOINT OWNER

If there is more than one Owner, each Owner shall be a Joint Owner of the Contract.

NOTICE

Any form of communication providing information We need, either in writing or another manner that We approve in advance. All Notices to Us must be sent to Our Annuity Service Center.

OWNER

The person(s) entitled to the ownership rights under this Contract. If Joint Owners are named, all references to Owner shall mean Joint Owners.

PREMIUM

Any amount paid to Us under this Contract as consideration for the benefits it provides, less any applicable taxes We deduct upon receipt of a Premium.

GENERAL PROVISIONS

THE CONTRACT

The entire Contract consists of this Contract, any riders or endorsements attached to this Contract, and a copy of the application, if one is attached to this Contract when issued. All statements made in the application are, in the absence of fraud, representations and not warranties.

This Contract must be returned to Us prior to the payment of any benefit, unless waived by Us. Prior to any payment of a death benefit, due proof of death must be submitted to Us.

YOUR APPLICATION

By signing the annuity application You agree that:

1. All the statements and answers given by You on the application are true and complete to the best of Your knowledge.
2. You will, upon request, provide proof of the Annuitant's birth date and sex.

INCONTESTABILITY

We will not contest the validity of this Contract at any time following the Issue Date.

NON-PARTICIPATING

This Contract will not share in any distribution by Us of dividends and has no voting rights.

MISSTATEMENT OF AGE OR SEX

We may require proof of age or sex of the Annuitant or Beneficiary before making any Annuity Payments under this Contract that are measured by the Annuitant's life or by the Beneficiary's life. If the age or sex of the Annuitant or Beneficiary has been misstated, the amount payable will be the amount that would have been provided at the correct age and sex.

After Annuity Payments have begun, any underpayments will be made up in one lump sum with the next Annuity Payment. Any overpayments will be deducted from future Annuity Payments until the total is repaid. Adjustments for underpayments or overpayments shall include interest calculated at a rate according to applicable law.

PROTECTION OF PROCEEDS

No Beneficiary may encumber, alienate or assign any payments under this Contract before they are due. To the extent permitted by law, no payments will be subject to the debts, contracts or engagements of any payee or to any judicial process to levy upon or attach the same.

REPORTS

At least once each calendar year until the Annuity Date, We will furnish You with a report showing the Contract Value, Your Contract Withdrawal Value, the activity in Your annuity and any other information as may be required by law. We will send You confirmations of certain transactions. Reports and confirmations will be sent to Your last known address.

PREMIUM TAXES AND OTHER TAXES

Any premium taxes or other taxes paid by Us to any governmental entity relating to this Contract may be deducted from the Premium or Contract Value. We will, at Our sole discretion, determine when taxes relate to the Contract, including when they have resulted from receipt by Us of the Premium or commencement of Annuity Payments. We may, at Our sole discretion, pay taxes when due and deduct that amount from the Contract Value at a later date. Payments at an earlier date do not waive any right We may have to deduct amounts at a later date. We will deduct any withholding taxes required by applicable law.

GENERAL PROVISIONS (continued)

EVIDENCE OF SURVIVAL

We may require satisfactory evidence of the continued survival of any person(s) on whose life Annuity Payments are based. We reserve the right to discontinue Annuity Payments until satisfactory proof of continued survival is received.

MODIFICATION OF CONTRACT

No change to this Contract will be made by Us that adversely affects Your rights unless the change is required by law. However, subject to any required regulatory approval, We may modify the Contract so as to qualify as an annuity under the provisions of the Internal Revenue Code, as may be amended. You will be provided with notice of any change affecting Your Contract.

Only an officer of Forethought Life Insurance Company may modify an annuity contract or waive any requirement in the application. Any such changes must be in writing and signed by Our President or Our Secretary.

DEFERRAL PAYMENTS

We reserve the right to defer payments for any Withdrawal Amount for a period not exceeding six (6) months. Subject to state requirements, interest will be credited during such deferred period.

EMPLOYER-SPONSORED PLANS

This annuity Contract will have unisex mortality factors applied to its Annuity Option if the Contract is part of an employer-sponsored retirement plan under the provisions of Internal Revenue Code sections 401, 403, 457 or other pertinent section.

APPLICABLE LAW

This annuity Contract is governed by the laws of the state in which it is delivered. All annuity values, withdrawal values, paid-up annuities, reserves or death benefits available from this annuity Contract are at least equal to those required by that state.

ANNUITANT, OWNERSHIP, ASSIGNMENT PROVISIONS

OWNER

The Owner is the person designated as such on the Issue Date, unless changed.

You may change the Owner at any time. A change of Owner will automatically revoke any prior designation of Owner. A request for change must be by Notice. Except as otherwise elected or required by law, a change of Owner will not change a designation of an Annuitant or Beneficiary or an Annuity Option election.

The change will become effective as of the date the Notice is received by Us. A new designation of Owner will not apply to any payment made or action taken by Us prior to the time the new designation is recorded at Our Annuity Service Office. Any change of Owner is subject to Our underwriting rules in effect at the time of the request.

JOINT OWNER

A Contract may be owned by Joint Owners, limited to two natural persons. Joint Owners have equal ownership rights and must both authorize any exercising of those ownership rights unless otherwise allowed by Us. Upon the death of either Joint Owner, the surviving Joint Owner will be deemed to be the primary Beneficiary, unless You have given Us Notice otherwise.

ANNUITANT

The Annuitant is the natural person on whose life Annuity Payments are based. The Annuitant is the person designated by You as of the Issue Date, unless changed prior to the Annuity Date. The Annuitant may not be changed in a Contract which is owned by a non-natural person. The Annuitant and Owner need not be the same person. Any change of Annuitant is subject to Our underwriting rules in effect at the time of the request. The Annuitant has the following effects on the annuity:

1. If You choose an Annuity Option that guarantees payments for life, the age and sex of the Annuitant is used to calculate the Annuity Payments, unless unisex mortality factors apply to Your Contract. (See *Employer-Sponsored Plans* on page 6 for more information).
2. If the Annuitant dies after the Annuity Date, Annuity Payments will end unless the Annuity Option chosen calls for payments to continue after death.

ASSIGNMENT

You may assign Your rights under this Contract. We will not be bound by any Assignment until Notice of the Assignment is recorded by Us. We are not responsible for the validity of tax consequences of any Assignment. We will not be liable for any payment or other settlement made by Us before We record the Notice of the Assignment.

BENEFICIARY PROVISIONS

BENEFICIARY

The Beneficiary designation in effect on the Issue Date will remain in effect, unless changed. Unless You provide otherwise, the death benefit will be paid in equal shares to the Beneficiary(ies) as follows:

1. to the primary Beneficiary(ies) who survive the Owner (or if the Owner is not a natural person, the Annuitant's death); or if there are none, then
2. to the contingent Beneficiary(ies) who survive the Owner (or if the Owner is not a natural person, the Annuitant's death); or if there are none, then
3. to the Owner's estate.

If Joint Owners have been designated, unless You inform Us otherwise, the surviving Joint Owner will be treated as the primary Beneficiary. Any other Beneficiary designation will be treated as a contingent Beneficiary unless otherwise indicated in a Notice to Us.

SIMULTANEOUS DEATH OF BENEFICIARY AND OWNER

Death benefits will be paid as though any Beneficiary died before the Owner if the Beneficiary dies within 24 hours of the Owner's death.

CHANGE OF BENEFICIARY

Subject to the rights of any irrevocable Beneficiary, You may change the primary Beneficiary or contingent Beneficiary. A change may be made by filing a Notice with Us. The change will take effect as of the date the Notice is received by Us. We will not be liable for any payment made or action taken before We record the change.

PREMIUM PAYMENT PROVISIONS

PREMIUM PAYMENT

The amount of the Initial Premium is shown on the Contract Data Page. After the Initial Premium payment, You may make additional contributions of at least the amount indicated under Minimum Additional Premiums on the Contract Data Page. However, We reserve the right not to accept additional Premiums under this Contract.

CONTRACT VALUE PROVISION

CONTRACT VALUE

The Contract Value is calculated as follows:

1. On the Issue Date, the Contract Value equals the Premium.
2. On any day thereafter, the Contract Value equals:
 - (a) the Contract Value on the previous day; plus
 - (b) Premium received since the previous day; less
 - (c) amounts withdrawn since the previous day; less
 - (d) Withdrawal Charges assessed to the Contract Value since the previous day; less
 - (e) any applicable taxes assessed to the Contract Value since the previous day; plus
 - (f) interest credited.

The Table of Guaranteed Values on page 3C shows guaranteed minimum interest rates and shows the minimum Contract Values and Contract Withdrawal Values that We guarantee assuming these guaranteed interest rates and assuming the Premium payments shown. These values could be greater if We pay or credit interest in excess of the rates guaranteed.

In case of a withdrawal, interest will be credited on the portion withdrawn up to the withdrawal date.

INTEREST DURING THE ACCUMULATION PERIOD

Interest is credited to Your account daily. All interest rates quoted are effective annual interest rates. These are the rates that result after interest has compounded daily for a full year.

We set interest rates according to the following guidelines:

1. The Initial Premium will earn interest at the rates and for the time periods shown on the Contract Data Page. Thereafter, We will declare a new interest rate from time to time.
2. For additional Premiums, We will declare the credited interest rate from time to time. Different interest rates may apply to Premiums paid at different times.
3. Each credited interest rate will be guaranteed for at least one year.

We guarantee Your annuity will always earn at least the guaranteed minimum interest rate set forth in the Interest Rates section of the Contract Data Page prior to the selection of an Annuity Option, regardless of future economic conditions.

DEATH BENEFIT PROVISIONS

DEATH OF OWNER DURING THE ACCUMULATION PERIOD

During the Accumulation Period, the death benefit will be paid to Your Beneficiary(ies) upon Your death, or upon the first death of a Joint Owner.

DEATH BENEFIT AMOUNT DURING THE ACCUMULATION PERIOD

The death benefit is the Contract Value determined as of the date on which We have received both due proof of death and an election for the payment method. At that time and until distributed, the death benefit will receive interest as required by the state in which this Contract is issued. In the event the Contract is continued by a surviving spouse as set forth below, the Contract Value will continue in the Accumulation Period according to the terms of the Contract.

DEATH BENEFIT OPTIONS DURING THE ACCUMULATION PERIOD

A Beneficiary must elect the death benefit to be paid under one of the options below (unless the Owner has previously made such election) in the event of the death of an Owner during the Accumulation Period. In addition, if the Beneficiary is the spouse of the Owner, he or she may elect to continue the Contract in his or her own name and exercise all the Owner's rights under the Contract. The death benefit options available under the Contract are:

Option 1 - lump sum payment of the death benefit; or

Option 2 - the payment of the entire death benefit within five (5) years of the date of the death of the Owner or the first Joint Owner to die; or

Option 3 - payment of the death benefit under an Annuity Option over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one (1) year of the date of death of the Owner or the first Joint Owner to die.

Any portion of the death benefit not applied under Option 3 within one (1) year of the date of the Owner's or Joint Owner's death must be distributed within five (5) years of the date of death.

If a lump sum payment is requested, the amount will be paid within seven (7) days of receipt of proof of death and the election.

Payment to the Beneficiary, other than in a lump sum, may only be elected during the sixty (60) day period beginning with the date of receipt of proof of death.

DEATH OF OWNER DURING THE ANNUITY PERIOD

If the Owner or a Joint Owner, who is not the Annuitant, dies during the Annuity Period, any remaining payments under the Annuity Option elected will continue at least as rapidly as under the method of distribution in effect at the time of the Owner's death. Upon the death of the Owner during the Annuity Period, the Beneficiary becomes the Owner.

DEATH OF ANNUITANT

Upon the death of an Annuitant who is not the Owner or a Joint Owner during the Accumulation Period, the Owner automatically becomes the Annuitant. The Owner may select a new Annuitant if the Owner does not want to be the Annuitant. Any new Annuitant designation will be subject to the Company's underwriting rules then in effect. If the Owner is a non-natural person, the death of the primary Annuitant will be treated as the death of the Owner.

Upon the death of the Annuitant during the Annuity Period, the death benefit, if any, will be as specified in the Annuity Option elected. Death benefits will be paid at least as rapidly as under the method of distribution in effect at the Annuitant's death.

DEATH BENEFIT PROVISIONS (continued)

PAYMENT OF DEATH BENEFIT

We will require due proof of death before any death benefit is paid. Due proof of death will be:

1. a certified death certificate; or
2. any other proof satisfactory to Us.

Any death benefit will be paid in accordance with applicable law or regulations governing death benefit payments. In all events, this Contract will be continued and administered in accordance with Section 72(s) of the Internal Revenue Code, as amended.

WITHDRAWAL PROVISIONS

WITHDRAWALS

You have the right to withdraw part or all of Your Contract Value in any Contract Year prior to the Annuity Date.

For the purpose of calculating permitted Free Withdrawal Amounts and Withdrawal Charges, withdrawals will be treated as coming first from interest earnings and as a return of Premiums (on a first-in, first-out basis) only after earnings have been exhausted.

A Withdrawal Amount must be at least the Minimum Withdrawal Amount shown on the Contract Data Page. If the withdrawal reduces the Contract Value below the amount of the Minimum Contract Value After Withdrawal as shown on the Contract Data Page, We may treat the request as a withdrawal of the entire Contract Value.

If You withdraw the entire Contract Value, this Contract will terminate. If You withdraw all of Your Contract Value, Withdrawal Charges will be waived to the extent they would conflict with the Premium Guarantee.

WITHDRAWAL AMOUNT

The Withdrawal Amount is the full amount withdrawn from the Contract Value, including any Free Withdrawal Amount and any amount in excess of the Free Withdrawal Amount.

WITHDRAWAL CHARGE

Cumulative withdrawals of Contract Value that exceed the Free Withdrawal Amount may be assessed a Withdrawal Charge. The Withdrawal Charge is equal to the percentage(s) shown on the Contract Data Page of the amount of Premium(s) withdrawn. After the Withdrawal Charge Period following the date of each Premium payment, that Premium payment incurs no Withdrawal Charge. Withdrawal Charges are not assessed against death benefit proceeds paid on account of the death of the Owner.

FREE WITHDRAWAL AMOUNT

The Free Withdrawal amount is not subject to a Withdrawal Charge.

Any time after the Free Withdrawal Availability Date and prior to the Annuity Date, You may withdraw an amount equal to the accumulated interest earnings free of any Withdrawal Charges.

If Your Contract is issued for use as an IRA, Roth IRA or under an Employer Sponsored Plan, distributions required under the Required Minimum Distribution rules imposed by the Internal Revenue Code of 1986 will be free from any Withdrawal Charges.

The Free Withdrawal Amount will not exceed the greater of:

- a) Accumulated interest, reduced by all Free Withdrawal Amounts taken since the Issue Date; or
- b) The Required Minimum Distribution for this Contract, reduced by any Free Withdrawal Amount taken during the Contract Year.

PREMIUM GUARANTEE

We guarantee the return of Your Premium payments upon withdrawal. This guarantee is in addition to the Right To Examine And Return This Contract explained on the Contract cover page. If You make a full withdrawal at any time, You will receive at least the amount of all Premiums paid less any prior partial withdrawals and less any applicable premium tax. Any applicable Withdrawal Charges will be waived to the extent that they would conflict with the Premium Guarantee. For purposes of this provision, previous interest withdrawals will be considered return of Premiums.

ANNUITY PROVISIONS

ANNUITY DATE

The Annuity Date is shown on the Contract Data Page. Prior to the Annuity Date, You may change the Annuity Date upon thirty (30) days prior Notice to Us. The Annuity Date must be the first day of a month and may not be later than the Contract Anniversary following the Owner's or the oldest Joint Owner's 95th birthday.

ELECTION OF ANNUITY OPTIONS

The Annuity Option is elected by You. If no Annuity Option is elected, Option 2 - Life Annuity with Ten (10) Years of Annuity Payments Guaranteed will automatically be applied. Upon thirty (30) days Notice prior to the Annuity Date, You may change the Annuity Option. Once payments commence under an elected Annuity Option, that option is irrevocable and the Contract has no value that can be surrendered, loaned, commuted or withdrawn.

ANNUITY OPTIONS

The following Annuity Options, or any other Annuity Option acceptable to You and Us, may be elected:

Option 1 - Life Annuity - We will make Annuity Payments, payable at the frequency elected, during the lifetime of the Annuitant and terminating with the last payment due prior to the Annuitant's death.

Option 2 - Life Annuity with 10 Years of Annuity Payments Guaranteed - We will make Annuity Payments, payable at the frequency elected, during the lifetime of the Annuitant with a guarantee that if at the Annuitant's death there have been less than ten (10) years of Annuity Payments made as selected, Annuity Payments will continue for the remainder of the guaranteed period.

Option 3 - Life Annuity with 20 Years of Annuity Payments Guaranteed - We will make Annuity Payments, payable at the frequency elected, during the lifetime of the Annuitant with a guarantee that if at the Annuitant's death there have been less than twenty (20) years of Annuity Payments made as selected, Annuity Payments will continue for the remainder of the guaranteed period.

Option 4 - Joint and Last Survivor Annuity - We will make Annuity Payments, payable at the frequency elected, during the lifetime of the Annuitant and the Joint Annuitant. Upon the death of either the Annuitant or Joint Annuitant, Annuity Payments will continue to be paid during the remaining lifetime of the survivor. Annuity Payments cease with the final Annuity Payment due prior to the last survivor's death.

Option 5 - Joint and Last Survivor Annuity with 10 Years of Annuity Payments Guaranteed - We will make Annuity Payments, payable at the frequency elected, during the joint lifetime of the Annuitant and the Joint Annuitant. Upon the death of either the Annuitant or the Joint Annuity, Annuity Payments will continue to be paid during the remaining lifetime of the survivor. If at the last death of the Annuitant and the Joint Annuitant, there have been less than ten (10) years of Annuity Payments made as selected, Annuity Payments will continue to be made for the remainder of the guaranteed period.

Option 6 - Guaranteed Payment Period - We will make payments for a guaranteed payment period of five (5) to thirty (30) years. The payments do not depend on the Annuitant's life.

ANNUITY PAYMENTS

The Annuity Tables that follow contain guaranteed monthly Annuity Payment amounts per \$1,000 of Contract Withdrawal Value. They were calculated using the Annuity 2000 Mortality Table with Improvement Table G, at 2.00% interest compounded annually. Annuity Payments are based on the Annuitant's Attained Age and sex, and the Annuity Option elected. Unless another payee is designated, You will be the payee of the Annuity Payments.

The Contract Withdrawal Value will be applied to the applicable Annuity Option Table to determine Your first Annuity Payment. The Contract Withdrawal Value is determined no more than five (5) days prior to the Annuity Date. If, as of the Annuity Date, the then current Annuity Option rates applicable to this class of contracts provide an Annuity Payment greater than that which is guaranteed under the same Annuity Option under this Contract, then the greater payment will be made. For Attained Ages, combinations of sex, guaranteed payment periods, payment frequencies, and annualized effective interest rates not shown in these tables, Annuity Payment factors will be calculated in a manner consistent with these Annuity Option Tables.

ANNUITY PROVISIONS (continued)

FREQUENCY AND AMOUNT OF ANNUITY PAYMENTS

Annuity Payments will be paid as monthly installments or at any frequency acceptable to You and Us. The Contract Value less any applicable Withdrawal Charges and applicable premium tax will be applied to the Annuity Table for the Annuity Option elected to determine Annuity Payments. If Contract Withdrawal Value to be applied under an Annuity Option is less than \$5,000, We reserve the right to make one lump sum payment in lieu of Annuity Payments. If the amount of any Annuity Payment would be or becomes less than \$100, We may reduce the frequency of payments to an interval which will result in each payment being at least \$100.

BASIS OF PAYMENTS

The Annuity Tables are based on the Annuity 2000 Mortality Table with Improvement Table G at 2.00% interest, compounded annually.

Annuity Options 1, 2, and 3

Monthly Income Payment for each \$1,000 of Contract Withdrawal Value applied

Annuitant's Attained Age	Life Annuity		Life Annuity with 10 Years of Annuity Payments Guaranteed		Life Annuity with 20 Years of Annuity Payments Guaranteed	
	Male	Female	Male	Female	Male	Female
50	\$3.19	\$3.02	\$3.18	\$3.01	\$3.12	\$2.98
51	\$3.26	\$3.07	\$3.24	\$3.06	\$3.18	\$3.03
52	\$3.32	\$3.13	\$3.30	\$3.12	\$3.23	\$3.08
53	\$3.39	\$3.19	\$3.37	\$3.18	\$3.29	\$3.13
54	\$3.46	\$3.25	\$3.44	\$3.24	\$3.35	\$3.19
55	\$3.54	\$3.32	\$3.51	\$3.30	\$3.41	\$3.25
56	\$3.62	\$3.39	\$3.59	\$3.37	\$3.47	\$3.31
57	\$3.71	\$3.46	\$3.67	\$3.44	\$3.54	\$3.37
58	\$3.80	\$3.54	\$3.76	\$3.52	\$3.61	\$3.43
59	\$3.90	\$3.62	\$3.85	\$3.60	\$3.68	\$3.50
60	\$4.00	\$3.71	\$3.94	\$3.68	\$3.75	\$3.57
61	\$4.11	\$3.81	\$4.04	\$3.77	\$3.82	\$3.64
62	\$4.23	\$3.91	\$4.15	\$3.87	\$3.89	\$3.72
63	\$4.35	\$4.01	\$4.27	\$3.97	\$3.97	\$3.79
64	\$4.49	\$4.13	\$4.38	\$4.07	\$4.04	\$3.87
65	\$4.63	\$4.25	\$4.51	\$4.18	\$4.12	\$3.95
66	\$4.79	\$4.38	\$4.64	\$4.30	\$4.19	\$4.03
67	\$4.95	\$4.52	\$4.78	\$4.43	\$4.27	\$4.11
68	\$5.12	\$4.67	\$4.92	\$4.56	\$4.34	\$4.20
69	\$5.31	\$4.83	\$5.08	\$4.71	\$4.41	\$4.28
70	\$5.51	\$5.00	\$5.23	\$4.86	\$4.48	\$4.36
71	\$5.73	\$5.19	\$5.40	\$5.01	\$4.55	\$4.44
72	\$5.95	\$5.39	\$5.56	\$5.18	\$4.61	\$4.51
73	\$6.20	\$5.61	\$5.74	\$5.36	\$4.67	\$4.58
74	\$6.46	\$5.85	\$5.92	\$5.54	\$4.72	\$4.65
75	\$6.74	\$6.11	\$6.10	\$5.73	\$4.78	\$4.71
76	\$7.04	\$6.38	\$6.29	\$5.93	\$4.82	\$4.77
77	\$7.36	\$6.68	\$6.48	\$6.14	\$4.86	\$4.82
78	\$7.70	\$7.01	\$6.67	\$6.35	\$4.90	\$4.86
79	\$8.07	\$7.36	\$6.87	\$6.56	\$4.93	\$4.90
80	\$8.47	\$7.75	\$7.06	\$6.78	\$4.96	\$4.94

**Annuity Option 4
Joint and Survivor Annuity**

Monthly Income Payment for each \$1,000 of Contract Withdrawal Value applied

Male Annuitant's Attained Age	Female Annuitant's Attained Age						
	55	60	65	70	75	80	85
55	\$3.18	\$3.34	\$3.48	\$3.59	\$3.68	\$3.74	\$3.77
60	\$3.28	\$3.50	\$3.71	\$3.89	\$4.04	\$4.15	\$4.22
65	\$3.37	\$3.64	\$3.93	\$4.21	\$4.46	\$4.65	\$4.79
70	\$3.43	\$3.75	\$4.11	\$4.51	\$4.90	\$5.24	\$5.50
75	\$3.46	\$3.82	\$4.25	\$4.76	\$5.32	\$5.86	\$6.32
80	\$3.49	\$3.87	\$4.35	\$4.95	\$5.68	\$6.46	\$7.22
85	\$3.50	\$3.90	\$4.41	\$5.09	\$5.95	\$6.99	\$8.10

**Annuity Option 5
Joint and Survivor Annuity with 10 Years of Annuity Payments Guaranteed**

Monthly Income Payment for each \$1,000 of Contract Withdrawal Value applied

Male Annuitant's Attained Age	Female Annuitant's Attained Age						
	55	60	65	70	75	80	85
55	\$3.18	\$3.34	\$3.48	\$3.59	\$3.67	\$3.73	\$3.76
60	\$3.28	\$3.50	\$3.71	\$3.89	\$4.03	\$4.13	\$4.19
65	\$3.36	\$3.64	\$3.92	\$4.20	\$4.44	\$4.62	\$4.73
70	\$3.42	\$3.74	\$4.10	\$4.49	\$4.86	\$5.16	\$5.37
75	\$3.46	\$3.81	\$4.24	\$4.73	\$5.25	\$5.72	\$6.06
80	\$3.48	\$3.86	\$4.33	\$4.90	\$5.56	\$6.21	\$6.74
85	\$3.50	\$3.88	\$4.38	\$5.01	\$5.77	\$6.59	\$7.28

**Annuity Option 6
Guaranteed Payment Period**

Monthly Income Payment for each \$1,000 of Contract Withdrawal Value applied

Guaranteed Payment Period (Years)	Monthly Payment	Guaranteed Payment Period (Years)	Monthly Payment	Guaranteed Payment Period (Years)	Monthly Payment
5	\$17.49	14	\$6.80	23	\$4.50
6	\$14.71	15	\$6.41	24	\$4.35
7	\$12.73	16	\$6.07	25	\$4.22
8	\$11.25	17	\$5.76	26	\$4.09
9	\$10.10	18	\$5.49	27	\$3.98
10	\$9.17	19	\$5.25	28	\$3.87
11	\$8.42	20	\$5.04	29	\$3.77
12	\$7.79	21	\$4.84	30	\$3.68
13	\$7.26	22	\$4.66		

(Please Print)

1. OWNER

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Date of Birth (mm/dd/yyyy)	Age	Social Security Number - -
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
Phone Number (home)		Phone Number (work)		E-mail Address

JOINT OWNER *(Non-Qualified Only – Generally, it is advisable that the Joint Owner be the Spouse of the Owner.)*

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Relationship to Owner	Date of Birth (mm/dd/yyyy)	Age Social Security Number - -
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
Phone Number (home)		Phone Number (work)		E-mail Address

TRUST **CORPORATION** **PARTNERSHIP**

Full Name				
Phone Number		Tax or Employer ID Number		
Mailing Address		Street Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
If Trust is Named, Provide Trustee's Full Name			Date Trust Established	

2. ANNUITANT *(Complete only if the Owner and Annuitant are different.)*

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Relationship to Owner	Date of Birth (mm/dd/yyyy)	Age Social Security Number - -
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
Phone Number (home)		Phone Number (work)		E-mail Address

JOINT ANNUITANT

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Relationship to Owner	Date of Birth (mm/dd/yyyy)	Age Social Security Number - -
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
Phone Number (home)		Phone Number (work)		E-mail Address

3. BENEFICIARY INFORMATION *(Beneficiary proceeds will be split equally if no percentages are provided. Primary and Contingent Beneficiary percentage designation(s) must be in whole percentages only and each total 100%. Unless specified otherwise in the Special Instructions and Remarks section of this application, upon death of an Owner, the surviving Joint Owner, if any, becomes the Primary Beneficiary and the Primary Beneficiary, listed below, becomes the Contingent Beneficiary.)*

Primary

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

Primary **Contingent**

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

Primary **Contingent**

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

Primary **Contingent**

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

Please use section 4 if you require additional Beneficiary space.

4. SPECIAL INSTRUCTIONS AND REMARKS

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5. ANNUITY TYPE *(Select One)*

Type of Annuity Requested: Non-Qualified

Tax Qualified Plans:

IRA

Roth IRA

If applicable, has the Required Minimum Distribution for the current tax year been met?

Yes

No

6. PREMIUM PAYMENT

Initial Premium Amount Remitted with Application: \$ _____

Estimated Initial Premium Amount of 1035 Exchange/Transfer: \$ _____

Source of Premium Payment: Check Wire 1035 Exchange/Transfer
(Payable to: Forethought Life Insurance Company)

7. PRODUCT SELECTION

(3 Year 5 Year 7 Year 10 Year)

8. STATE REQUIRED NOTICES

AR, DC, HI, KY, LA, MA, ME, ND, NM, OH, OK, PA, SD, TN, TX and WA Residents

Any person who knowingly and with intent to injure, defraud or deceive any insurance company, submits an application for insurance containing any materially false, incomplete, or misleading information, or conceals for the purpose of misleading, any material fact, is guilty of insurance fraud, which is a crime and in certain states, a felony. Penalties may include imprisonment, fine, denial of benefits, or civil damages.

AZ Residents

On receiving your written request, we will provide you with information regarding the benefits and provisions of the annuity contract for which you have applied. If you are not satisfied, you may cancel your contract by returning it within 20 days after the date you receive it. Any premium paid for the returned contract will be refunded without interest.

CA Residents – Reg. 789.8

The sale or liquidation of any asset in order to buy insurance, either life insurance or an annuity contract, may have tax consequences. Terminating any life insurance policy or annuity contract may have early withdrawal penalties or other costs or penalties, as well as tax consequences. You may wish to consult independent legal or financial advice before the sale or liquidation of any asset and before the purchase of any life insurance or annuity contract.

CO Residents

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of any insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Department of Regulatory Agencies.

FL Residents

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

NJ Residents

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

VA Residents

Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated the state law.

9. OWNER/JOINT OWNER IDENTITY VERIFICATION

Under Federal law, we are required to verify the identity of all new annuity contract Owner(s). Owner information and verification of the identity of all new Owners must be provided. Failure to complete this section will delay or prevent the issuance of the annuity contract. We will ask to see your driver's license, passport, or other government-issued photo identification that will allow us to verify your identity.

Owner		Joint Owner (If any)	
Check One Form of ID:		Check One Form of ID:	
Individual Owner	Non-Individual Owner	Individual Owner	Non-Individual Owner
<input type="checkbox"/> Driver's License	<input type="checkbox"/> Certified Articles of Incorporation	<input type="checkbox"/> Driver's License	<input type="checkbox"/> Certified Articles of Incorporation
<input type="checkbox"/> Passport	<input type="checkbox"/> Partnership Agreement	<input type="checkbox"/> Passport	<input type="checkbox"/> Partnership Agreement
<input type="checkbox"/> Other _____	<input type="checkbox"/> Trust Document	<input type="checkbox"/> Other _____	<input type="checkbox"/> Trust Document
_____	_____	_____	_____
ID Number	State/Country of Issuance	ID Number	State/Country of Issuance
_____	_____	_____	_____
ID Expiration Date		ID Expiration Date	
_____		_____	

For an annuity contract owned by a corporation, association, partnership or trust, customer identification may require that articles of incorporation, partnership agreement or trust document be provided to us. Such documentation will be retained solely for the purposes of customer identification and we accept no responsibility for the enforcement or administration of any of the terms thereof.

10. OWNER DECLARATIONS AND SIGNATURES

The Owner(s) understands and agrees that:

1. The above statements and answers are true, complete, and correct to the best of his or her knowledge and belief.
2. The statements made shall form the exclusive basis of any annuity contract issued hereon.
3. Checks must be made payable to Forethought Life Insurance Company, not to the agent. The canceled check and Delivery Receipt are your receipt.
4. Only a Forethought Life Insurance Company officer can make, modify, discharge, or waive any of the Company's rights.
5. Purchasing an annuity contract for use in a tax qualified retirement plan (e.g., an IRA) will not result in any necessary or additional tax deferral period.

Do you have any existing life insurance policies or annuity contracts? Yes No

Is this annuity intended to replace or change any existing annuity or life insurance contract? Yes No

(Note: If "Yes", complete the appropriate Replacement form for your state and return with application.)

In the event of replacement, I(we) understand that the agent must leave the original or a copy of all written or printed communications used for the presentation with me(us).

Initials

I(We) understand and acknowledge that Forethought Life Insurance Company does not offer legal, financial, tax, investment or estate-planning advice and I(we) have had the opportunity to seek such advice from the proper sources before purchasing this contract. I(We) have determined that the purchase of this Flexible Premium Deferred Annuity is suitable given my(our) particular legal, financial, tax, investment, estate-planning or other goals or circumstances.

Initials

I(We) have received a copy of the Disclosure Statement and understand that any results shown other than the minimum guaranteed contract values are not guarantees, promises, or warranties.

Initials

Owner Signature

Date

Signed At (City, State)

Joint Owner Signature (if applicable)

Date

Signed At (City, State)

Annuitant Signature (if other than Owner)

Date

Signed At (City, State)

11. AGENT DECLARATIONS AND SIGNATURES

Primary Agent Name (Print)		
Address		State
Zip Code		
Phone Number (home)	E-mail Address	
Business or Institution Name		Business or Institution Phone Number
Social Security Number	License Number	Agent Number

I declare that: (a) the application was signed and dated by the Owner(s) and by the Annuitant(s), if not the Owner(s), after all answers and information were recorded herein; and (b) I have truly and accurately recorded on this form all of the information provided by the Owner(s) and the Annuitant(s), if not the Owner(s).

Yes To the best of my knowledge, the annuity contract applied for is intended to replace or change existing life insurance policies or annuity contracts. If replacement or change is involved, I have attached the appropriate Replacement form for the Owner(s) and will return with the application.

No I certify that in states with suitability requirements that apply to this annuity: (a) the requirements have been met; (b) I have completed the suitability section of the appropriate disclosure statement with the applicant(s); (c) a copy of that form has been left with the applicant(s); and (d) a copy of the form is enclosed with this application.

Initials

I certify that I personally met with the Owner(s), reviewed the government issued identification described in section 8, OWNER/JOINT OWNER IDENTITY VERIFICATION, and verified to the best of my knowledge and belief, that the information accurately reflects the identity of the Owner(s).

Initials

I certify that the appropriate Disclosure Statement and a *Buyer's Guide to Fixed Deferred Annuities* have been provided to the Applicant(s). I have not made any statements that differ from this material.

Initials

Primary Agent Signature

Date

Signed At (City, State)

FORETHOUGHT LIFE INSURANCE COMPANY HOME OFFICE USE ONLY

Flexible Premium Deferred Annuity Application

Forethought Life Insurance Company
One Forethought Center
P.O. Box 246
Batesville, IN 47006-0246

**DISCLOSURE STATEMENT
FLEXIBLE PREMIUM DEFERRED ANNUITY CONTRACT**

Thank you for applying for a Forethought Life Flexible Premium Deferred Annuity Contract series FA1001FPDA-01 (5 Year) (may be referred to as Certificate series GA1001FPDA-01 (5 Year) in some states). This is a summary of the features and benefits of your annuity provisions, but it is not part of your contract. Please read the following information carefully, sign, and return the original Disclosure Statement.

Annuity Contract: The Flexible Premium Deferred Annuity Contract is issued by Forethought Life Insurance Company. This contract is intended for retirement funding or other long-term accumulation needs. Substantial contract-imposed penalties may apply to full and partial withdrawals in the first 5 years following a premium payment. Under current Federal tax law, interest credited is not taxed and income taxes are not due until monies are withdrawn. In addition to regular income tax, interest withdrawn prior to age 59½ may be subject to a 10% Federal penalty tax. Contract withdrawals are treated as coming from interest first.

There is no additional tax-deferral benefit for annuities purchased in an IRA, Roth IRA or other tax qualified plan, since these are already tax-deferred. Placing an annuity in an IRA, Roth IRA or other tax qualified plan will receive no additional tax advantage from the annuity. Therefore, in considering whether or not to purchase such an annuity, only consider the annuity's other features, including the availability of guaranteed annuity payments and guaranteed minimum Contract Withdrawal Values.

Contract Value: Daily interest, declared by us, is credited to the Contract Value. There are no annual administrative fees, front-end sales charges or loads. Some states charge a premium tax. At our discretion, premium taxes may be deducted from your Contract Value if we are required to pay them.

Interest Rate: All interest rates quoted are effective annual rates. These are the rates that result after interest has compounded daily for a full year. We set interest rates according to the following guidelines:

1. The Initial Premium will earn interest at the rate and for the time period shown on the Contract Data Page. Thereafter, we will declare a new interest rate from time to time.
2. For additional premiums, we will declare the credited interest rate from time to time. Different interest rates may apply to Premiums paid at different times.
3. Each credited interest rate will be guaranteed for at least one year.

We guarantee your annuity will always earn at least the guaranteed minimum interest rate set forth in the Interest Rates section of the Contract Data Page, regardless of future economic conditions.

Access to Contract Value: Withdrawal provisions give you access to your Contract Value. Withdrawals in the first 5 years following a premium payment are subject to Withdrawal Charges. After the Free Withdrawal Availability Date stated on the Contract Data Page, you may make withdrawals of the accumulated interest earnings without incurring withdrawal charges.

Withdrawal Charge: Withdrawal Charges may be assessed on Contract Value withdrawals that exceed the Free Withdrawal Amount. The Contract Withdrawal Value is equal to the Contract Value less any applicable Withdrawal Charges and less any applicable taxes. Withdrawal Charges are percentages of the Premiums withdrawn, shown in the table below. Withdrawal Charges are not assessed against death benefit proceeds paid due to the death of the Owner.

Years from Premium Payment	1	2	3	4	5	6 & Later
Withdrawal Charge	7%	7%	6%	4%	2%	0%

Premium Guarantee: We guarantee the return of Your Premium payments upon withdrawal. If you make a full withdrawal at any time, you will receive at least the amount of all Premiums paid less any prior partial withdrawals and less any premium tax. Any applicable Withdrawal Charges will be waived to the extent that they would conflict with the Premium Guarantee. For purposes of this provision, previous interest withdrawals will be considered return of Premiums.

Death Benefit: If an Owner dies during the Accumulation Period, your Beneficiary(ies) will be paid a death benefit that is equal to the Contract Value. At that time and until distributed, the death benefit will receive interest at a rate required by the state in which the contract is issued. Alternatively, if the contract is continued by a surviving spouse, the Contract Value will continue in the Accumulation Period according to the terms of the Contract.

Annuity Options: Your contract provides the following Annuity Options. Other Annuity Options may be available on your Annuity Date.

Life Annuity – Annuity payments continuing for the lifetime of the Annuitant, and terminating with the last payment prior to the Annuitant’s death.

Life Annuity with 10 Years of Annuity Payments Guaranteed – Annuity payments continuing for the lifetime of the Annuitant, terminating at the later of the last payment prior to the Annuitant’s death or for 120 months.

Life Annuity with 20 Years of Annuity Payments Guaranteed – Annuity payments continuing for the lifetime of the Annuitant, terminating at the later of the last payment prior to the Annuitant’s death or for 240 months.

Joint and Last Survivor Annuity – Annuity payments continuing for the joint lifetimes of the Annuitant and the Joint Annuitant, terminating with the last payment prior to the last survivor’s death.

Joint and Last Survivor Annuity with 10 Years of Annuity Payments Guaranteed – Annuity payments continuing for the joint lifetimes of the Annuitant and the Joint Annuitant, terminating at the later of the last payment prior to the last survivor’s death or for 120 months.

Guaranteed Payment Period – Annuity payments continuing for a guaranteed period of from 5 to 30 years. The payments do not depend on the Annuitant’s life.

Riders: You may have elected to attach an available rider to your contract. The following is a brief description of riders that may be available.

Nursing Home Waiver Rider: This rider waives the withdrawal charge on any withdrawal of Contract Value after we receive proof that you have been confined to an Approved Nursing Facility on or after the first contract anniversary and continuing for at least 60 consecutive days. There is no rider charge for this rider and it is attached to your contract automatically if approved in the state in which this contract is issued.

Terminal Illness Waiver Rider: This rider waives the withdrawal charge on any withdrawal of Contract Value after the first contract anniversary and after we receive proof that you suffer from a Terminal Illness which will result in death within 12 months. There is no rider charge for this rider and it is attached to your contract automatically if approved in the state in which this contract is issued.

Summary: Forethought Life Insurance Company of Batesville, Indiana issues this Flexible Premium Deferred Annuity which may not be available in all states. The contract may be subject to withdrawal charges.

This Disclosure Statement contains a summary description of the Flexible Premium Deferred Annuity. State variations may apply. The exact terms of the annuity are contained in the contract and any attached riders or endorsements, which will control Forethought Life's contractual obligations.

**DISCLOSURE STATEMENT SIGNATURE PAGE
FLEXIBLE PREMIUM DEFERRED ANNUITY**

Owner's Statement – I certify that I:

- Have paid \$_____ to purchase the annuity contract selected above from Forethought Life Insurance Company.
- Understand that:
 - The contract provides a fixed interest account.
 - The Contract Withdrawal Value is the amount to be paid to me if I fully surrender the contract.
 - The minimum guaranteed interest rate for new contracts is stated on the Contract Data Page.
 - The contract is not a registered security or stock market investment and does not directly participate in any stock or equity investment.
 - If I place an annuity in an IRA, Roth IRA, or other tax qualified plan, I will receive no additional tax advantage from the annuity.
- I have read and understand the contract Disclosure Statement and kept a copy.
- I have received a copy of the Buyer's Guide to Fixed Deferred Annuities.
- I believe that this annuity contract is a suitable product for my financial needs.

Owner Signature

Date

Joint Owner Signature (if applicable)

Date



Forethought Life Insurance Company
One Forethought Center
P.O. Box 246
Batesville, Indiana 47006-0246

**DISCLOSURE STATEMENT AGENT'S SIGNATURE PAGE
FLEXIBLE PREMIUM DEFERRED ANNUITY CONTRACT**

Agent's Statement – I certify that:

- I have read the Forethought Book Value Annuity Producer Guidelines.
- I gave a copy of the Disclosure Statement to the Owner.
- I gave a copy of the Buyer's Guide to Fixed Deferred Annuities to the Owner.
- I made no statement that is inconsistent with the Disclosure Statement, nor have I made any promises about expected future interest rates for the annuity contract.

Agent Signature

Agent Printed Name

Date

Instruction to Agent:

- Give this Disclosure Statement to the Owner/Joint Owner
- Two copies of the Disclosure Statement Signature Page are included for your convenience.
 - Complete "fill-in" items. You and the Owner/Joint Owner must sign the Signature Page. It is acceptable to either photocopy the signed, original Signature Page or if a photocopy is not available, to complete and sign two Signature Pages.
 - Give one signed copy to the Owner/Joint Owner.
 - Send the original signed copy along with the annuity application and any other new business forms to:

Forethought Life Insurance Company
P.O. Box 246
Batesville, IN 47006-0246

**DISCLOSURE STATEMENT
FLEXIBLE PREMIUM DEFERRED ANNUITY CONTRACT**

Thank you for applying for a Forethought Life Flexible Premium Deferred Annuity Contract series FA1001FPDA-01 (7 Year) (may be referred to as Certificate series GA1001FPDA-01 (7 Year) in some states). This is a summary of the features and benefits of your annuity provisions, but it is not part of your contract. Please read the following information carefully, sign, and return the original Disclosure Statement.

Annuity Contract: The Flexible Premium Deferred Annuity Contract is issued by Forethought Life Insurance Company. This contract is intended for retirement funding or other long-term accumulation needs. Substantial contract-imposed penalties may apply to full and partial withdrawals in the first 7 years following a premium payment. Under current Federal tax law, interest credited is not taxed and income taxes are not due until monies are withdrawn. In addition to regular income tax, interest withdrawn prior to age 59½ may be subject to a 10% Federal penalty tax. Contract withdrawals are treated as coming from interest first.

There is no additional tax-deferral benefit for annuities purchased in an IRA, Roth IRA or other tax qualified plan, since these are already tax-deferred. Placing an annuity in an IRA, Roth IRA or other tax qualified plan will receive no additional tax advantage from the annuity. Therefore, in considering whether or not to purchase such an annuity, only consider the annuity's other features, including the availability of guaranteed annuity payments and guaranteed minimum Contract Withdrawal Values.

Contract Value: Daily interest, declared by us, is credited to the Contract Value. There are no annual administrative fees, front-end sales charges or loads. Some states charge a premium tax. At our discretion, premium taxes may be deducted from your Contract Value if we are required to pay them.

Interest Rate: All interest rates quoted are effective annual rates. These are the rates that result after interest has compounded daily for a full year. We set interest rates according to the following guidelines:

1. The Initial Premium will earn interest at the rate and for the time period shown on the Contract Data Page. Thereafter, we will declare a new interest rate from time to time.
2. For additional premiums, we will declare the credited interest rate from time to time. Different interest rates may apply to Premiums paid at different times.
3. Each credited interest rate will be guaranteed for at least one year.

We guarantee your annuity will always earn at least the guaranteed minimum interest rate set forth in the Interest Rates section of the Contract Data Page, regardless of future economic conditions.

Access to Contract Value: Withdrawal provisions give you access to your Contract Value. Withdrawals in the first 7 years following a premium payment are subject to Withdrawal Charges. After the Free Withdrawal Availability Date stated on the Contract Data Page, you may make withdrawals of the accumulated interest earnings without incurring withdrawal charges.

Withdrawal Charge: Withdrawal Charges may be assessed on Contract Value withdrawals that exceed the Free Withdrawal Amount. The Contract Withdrawal Value is equal to the Contract Value less any applicable Withdrawal Charges and less any applicable taxes. Withdrawal Charges are percentages of the Premiums withdrawn, shown in the table below. Withdrawal Charges are not assessed against death benefit proceeds paid due to the death of the Owner.

Years from Premium Payment	1	2	3	4	5	6	7	8 & Later
Withdrawal Charge	7%	7%	7%	6%	5%	4%	2%	0%

Premium Guarantee: We guarantee the return of Your Premium payments upon withdrawal. If you make a full withdrawal at any time, you will receive at least the amount of all Premiums paid less any prior partial withdrawals and less any premium tax. Any applicable Withdrawal Charges will be waived to the extent that they would conflict with the Premium Guarantee. For purposes of this provision, previous interest withdrawals will be considered return of Premiums.

Death Benefit: If an Owner dies during the Accumulation Period, your Beneficiary(ies) will be paid a death benefit that is equal to the Contract Value. At that time and until distributed, the death benefit will receive interest at a rate required by the state in which the contract is issued. Alternatively, if the contract is continued by a surviving spouse, the Contract Value will continue in the Accumulation Period according to the terms of the Contract.

Annuity Options: Your contract provides the following Annuity Options. Other Annuity Options may be available on your Annuity Date.

Life Annuity – Annuity payments continuing for the lifetime of the Annuitant, and terminating with the last payment prior to the Annuitant’s death.

Life Annuity with 10 Years of Annuity Payments Guaranteed – Annuity payments continuing for the lifetime of the Annuitant, terminating at the later of the last payment prior to the Annuitant’s death or for 120 months.

Life Annuity with 20 Years of Annuity Payments Guaranteed – Annuity payments continuing for the lifetime of the Annuitant, terminating at the later of the last payment prior to the Annuitant’s death or for 240 months.

Joint and Last Survivor Annuity – Annuity payments continuing for the joint lifetimes of the Annuitant and the Joint Annuitant, terminating with the last payment prior to the last survivor’s death.

Joint and Last Survivor Annuity with 10 Years of Annuity Payments Guaranteed – Annuity payments continuing for the joint lifetimes of the Annuitant and the Joint Annuitant, terminating at the later of the last payment prior to the last survivor’s death or for 120 months.

Guaranteed Payment Period – Annuity payments continuing for a guaranteed period of from 5 to 30 years. The payments do not depend on the Annuitant’s life.

Riders: You may have elected to attach an available rider to your contract. The following is a brief description of riders that may be available.

Nursing Home Waiver Rider: This rider waives the withdrawal charge on any withdrawal of Contract Value after we receive proof that you have been confined to an Approved Nursing Facility on or after the first contract anniversary and continuing for at least 60 consecutive days. There is no rider charge for this rider and it is attached to your contract automatically if approved in the state in which this contract is issued.

Terminal Illness Waiver Rider: This rider waives the withdrawal charge on any withdrawal of Contract Value after the first contract anniversary and after we receive proof that you suffer from a Terminal Illness which will result in death within 12 months. There is no rider charge for this rider and it is attached to your contract automatically if approved in the state in which this contract is issued.

Summary: Forethought Life Insurance Company of Batesville, Indiana issues this Flexible Premium Deferred Annuity which may not be available in all states. The contract may be subject to withdrawal charges.

This Disclosure Statement contains a summary description of the Flexible Premium Deferred Annuity. State variations may apply. The exact terms of the annuity are contained in the contract and any attached riders or endorsements, which will control Forethought Life's contractual obligations.

**DISCLOSURE STATEMENT SIGNATURE PAGE
FLEXIBLE PREMIUM DEFERRED ANNUITY**

Owner's Statement – I certify that I:

- Have paid \$_____ to purchase the annuity contract selected above from Forethought Life Insurance Company.
- Understand that:
 - The contract provides a fixed interest account.
 - The Contract Withdrawal Value is the amount to be paid to me if I fully surrender the contract.
 - The minimum guaranteed interest rate for new contracts is stated on the Contract Data Page.
 - The contract is not a registered security or stock market investment and does not directly participate in any stock or equity investment.
 - If I place an annuity in an IRA, Roth IRA, or other tax qualified plan, I will receive no additional tax advantage from the annuity.
- I have read and understand the contract Disclosure Statement and kept a copy.
- I have received a copy of the Buyer's Guide to Fixed Deferred Annuities.
- I believe that this annuity contract is a suitable product for my financial needs.

Owner Signature

Date

Joint Owner Signature (if applicable)

Date



Forethought Life Insurance Company
One Forethought Center
P.O. Box 246
Batesville, Indiana 47006-0246

**DISCLOSURE STATEMENT AGENT'S SIGNATURE PAGE
FLEXIBLE PREMIUM DEFERRED ANNUITY CONTRACT**

Agent's Statement – I certify that:

- I have read the Forethought Book Value Annuity Producer Guidelines.
- I gave a copy of the Disclosure Statement to the Owner.
- I gave a copy of the Buyer's Guide to Fixed Deferred Annuities to the Owner.
- I made no statement that is inconsistent with the Disclosure Statement, nor have I made any promises about expected future interest rates for the annuity contract.

Agent Signature

Agent Printed Name

Date

Instruction to Agent:

- Give this Disclosure Statement to the Owner/Joint Owner
- Two copies of the Disclosure Statement Signature Page are included for your convenience.
 - Complete "fill-in" items. You and the Owner/Joint Owner must sign the Signature Page. It is acceptable to either photocopy the signed, original Signature Page or if a photocopy is not available, to complete and sign two Signature Pages.
 - Give one signed copy to the Owner/Joint Owner.
 - Send the original signed copy along with the annuity application and any other new business forms to:

Forethought Life Insurance Company
P.O. Box 246
Batesville, IN 47006-0246

SERFF Tracking Number: FRTH-125822259 State: Arkansas
Filing Company: Forethought Life Insurance Company State Tracking Number: 40332
Company Tracking Number: FA1001FPDA-01
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium
Variable
Product Name: FA1001FPDA-01 - FLEXIBLE PREMIUM DEFERRED
Project Name/Number: FA1001FPDA-01 - FLEXIBLE PREMIUM DEFERRED/FA1001FPDA-01 - FLEXIBLE PREMIUM DEFERRED

Supporting Document Schedules

Review Status:
Satisfied -Name: Certification/Notice 09/18/2008
Comments:
Attachment:
Certification 092208.pdf

Review Status:
Satisfied -Name: Application 09/18/2008
Comments:
THE APPLICATION IS BEING SUBMITTED UNDER THE FORMS SCHEDULE TAB. IT IS A NEW APPLICATION AND HAS NOT BE FILED PREVIOUSLY.

Review Status:
Satisfied -Name: READABILITY CERTIFICATIONS 09/19/2008
Comments:
Attachments:
CERT OF READABILITY FA3003-01.pdf
CERT OF READABILITY FA1001FPDA-01.pdf

Review Status:
Satisfied -Name: REQUIRED NOTICES 09/19/2008
Comments:
Attachments:
A6011-02-AR Guar Assoc Notice AR.pdf
FA5005-01 Important Notice AR.pdf

Review Status:
Satisfied -Name: FILING LETTER 09/19/2008
Comments:
Attachment:
AR Letter w-OUT Rider App 9-16-08.pdf

SERFF Tracking Number: *FRTH-125822259* State: *Arkansas*
Filing Company: *Forethought Life Insurance Company* State Tracking Number: *40332*
Company Tracking Number: *FA1001FPDA-01*
TOI: *A021 Individual Annuities- Deferred Non- Variable* Sub-TOI: *A021.002 Flexible Premium*
Product Name: *FA1001FPDA-01 - FLEXIBLE PREMIUM DEFERRED*
Project Name/Number: *FA1001FPDA-01 - FLEXIBLE PREMIUM DEFERRED/FA1001FPDA-01 - FLEXIBLE PREMIUM DEFERRED*

Review Status:

Satisfied -Name: STATEMENT OF VARIABILITY

09/19/2008

Comments:

Attachments:

Statement of Variability - 5 Yr v091008.pdf

Statement of Variability - 7 Yr v091008.pdf



CERTIFICATION

I, David K. Mullen, Assistant Secretary of Forethought Life Insurance Company of Batesville, Indiana hereby certify that Form Filing FA1001FPDA-01, et al complies with Regulation 19s10B of the Arkansas Department of Insurance.

September 22, 2008

A handwritten signature in black ink, appearing to read "David K. Mullen", written over a horizontal line.

David K. Mullen
Assistant Secretary

**CERTIFICATION
OF
READABILITY**

Forethought Life Insurance Company hereby certifies that form FA3003-01 achieves a Flesch reading ease score of: 51.5.



Signature

David K. Mullen, Secretary

Type name and title

September 9, 2008

Date

Line of Insurance: Life/Annuity

**CERTIFICATION
OF
READABILITY**

Forethought Life Insurance Company hereby certifies that form FA1001FPDA-01 achieves a Flesch reading ease score of 53.0.



Signature

David K. Mullen, Secretary

Type name and title

September 10, 2008

Date

Line of Insurance: Life/Annuity

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

FORE THOUGHT®

Forethought Life Insurance Company
One Forethought Center
Batesville, Indiana 47006

IMPORTANT NOTICE:

Should you have any questions about your annuity, contact the agent shown on your contract or write or call us as follows:

Forethought Life Insurance Company
One Forethought Center
Batesville, Indiana 47006

Telephone: 1-877-244-7526

If we at Forethought Life Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, Arkansas 72201

Telephone: (501) 371-2640
Toll Free: 1-800-852-5494

This notice is for your information only and does not become a part or condition of this contract.

[Agent Name]
[Agent Address]
[Agent Phone Number]



September 19, 2008

Julie Benafield Bowman, Commissioner
Arkansas Insurance Department
1200 West 3rd Street
Little Rock, AR 72201-1904

Re:	Forethought Life Insurance Company	NAIC # 91642
	Form No. FA1001FPDA-01	Flexible Premium Deferred Annuity Contract
	Form No. FA3003-01	Application
	Form No. FAIRAFP-01	Individual Retirement Annuity Rider
	Form No. FAROTHIRAFP-01	Roth Individual Retirement Annuity Rider
	Form No. FA1001FPDA5-01	Disclosure Statement
	Form No. FA1001FPDA7-01	Disclosure Statement
	Form No. FA5041-01 (5)	Statement of Variability
	Form No. FA5041-01 (7)	Statement of Variability
	Actuarial Memorandum	

Dear Commissioner Bowman:

Attached for your review and approval are the above-referenced forms and those as detailed on the "Filing Letter – Appendix." These forms are new and do not replace any forms previously approved by your Department.

Form FA1001FPDA-01 is a Flexible Premium Deferred Annuity contract with fixed interest credits. It will have either a five or seven year withdrawal charge period for each premium payment. The withdrawal charge period will be shown on the Contract Data page of each contract. The issue ages for this contract are 0 through 85. The first year premium for this annuity will be no greater than \$1,000,000, subject to prior home office approval. See attached Statement of Variability for ranges for the information contained on the Contract Data page. This submission contains no provision, conditions, or concepts that are uncommon, unusual or possibly controversial from the standpoint of normal company or industry standards.

The market for these Flexible Premium Deferred Annuities will initially be clients of retail banks. These annuities will be sold by fully licensed agents of Forethought Life Insurance Company who meet individually with the applicants.

Application Form FA3003-01 is being filed for approval and will be used with this contract. This form is substantially the same as Application FA3001-01 which was approved by your office with a previous filing. One difference occurs on page 3 in section 7 where the applicant chooses between the annuity with the 5 and 7 year withdrawal charge period. The other difference occurs on the last two pages of the

application where references to a Single Premium Deferred Annuity with fixed and indexed strategies has been removed and reference is made to a Flexible Premium Deferred Annuity.

Disclosure Statements FA1001FPDA5-01 and FA1001FPDA7-01 will be used with the appropriate Flexible Premium Deferred Annuity contract. The owner will be furnished either the five or seven year version based on the withdrawal period selected.

Individual Retirement Annuity Rider (Form FAIRAFP-01) and Roth Individual Retirement Annuity Rider (Form FAROTHIRAFP-01) will be used with these annuities. These forms are attached for your review.

Form FANHW-01 Nursing Home Waiver Rider will be used with these annuities and will permit the withdrawal charge to be waived on any portion of the contract value withdrawn after Forethought Life receives proof that the owner has been confined to an approved nursing facility on or after the first contract anniversary and continuing at least 60 consecutive days. This waiver rider will be issued at no cost to the owner. This form was previously approved by your office and the approval date is noted on the attached Appendix.

Form FATIW-01 Terminal Illness Waiver Rider will be used with these annuities and will permit the withdrawal charge to be waived on any portion of the contract value withdrawn after the first contract anniversary and after Forethought Life receives proof that the owner is suffering from a terminal illness. This waiver rider will be issued at no cost to the owner. This form was previously approved by your office and the approval date is noted on the attached Appendix.

Forethought Life Insurance Company will not provide illustrations for these Flexible Premium Deferred Annuities.

To the best of my knowledge and belief, these forms comply with the requirements of your state. Any required certification and/or fees are attached to or otherwise associated with this filing. Since our printers use various fonts and layouts, we reserve the right to format the pages to conform to the printer's requirements. No change in language or reduction in font size will occur, only a possible page break, or renumbering of a page.

If you have any questions concerning this filing, you may contact me directly at 1-800-648-0075 ext. 6748 or by e-mail at kasey_poettker@forethought.com.

Sincerely,

Kasey K. Poettker

Kasey K. Poettker
Compliance Analyst
Forethought Life Insurance Company

Attachments

Forethought Life Insurance Company
Filing Letter – Appendix – FA1001FPDA-01

Form Number	Legal Description	Comments
CONTRACTS:		
FA1001FPDA-01 (5 Year) w/Pages:	Flexible Premium Deferred Annuity Contract FA1001FPDA-01, FA1002AFPDA-01, FA1002BFPDA-01, FA1003AFPDA5-01, FA1003BFPDA5-01, FA1003CFPDA5-01, FA1004FPDA-01, FA1005FPDA-01, FA1006FPDA-01, FA1007FPDA-01, FA1008FPDA-01, FA1009FPDA-01, FA1010FPDA-01, FA1011FPDA-01, FA1012FPDA-01, FA1013FPDA-01, FA1014FPDA-01, FA1015FPDA-01	5 Year Withdrawal Charge Period
FA1001FPDA-01 (7 Year) w/Pages:	Flexible Premium Deferred Annuity Contract FA1001FPDA-01, FA1002AFPDA-01, FA1002BFPDA-01, FA1003AFPDA7-01, FA1003BFPDA7-01, FA1003CFPDA7-01, FA1004FPDA-01, FA1005FPDA-01, FA1006FPDA-01, FA1007FPDA-01, FA1008FPDA-01, FA1009FPDA-01, FA1010FPDA-01, FA1011FPDA-01, FA1012FPDA-01, FA1013FPDA-01, FA1014FPDA-01, FA1015FPDA-01	7 Year Withdrawal Charge Period
APPLICATION:		
FA3003-01	Flexible Premium Deferred Annuity Application	For use with FA1001FPDA-01
PRODUCT RIDERS:		
FANHW-01	Nursing Home Waiver Rider	For use with FA1001FPDA-01.
FATIW-01	Terminal Illness Waiver Rider	State Approved on 10-5-07 For use with FA1001FPDA-01. State Approved on 10-5-07
QUALIFIED PLAN RIDERS:		
FAIRAFP-01	Individual Retirement Annuity Rider	Qualified IRA Plan Rider For use with FA1001FPDA-01.
FAROTHIRAFP-01	Roth Individual Retirement Annuity Rider	Qualified Roth IRA Plan Rider For use with FA1001FPDA-01
DISCLOSURES:		
FA1001FPDA5-01	Disclosure Statement	For use with FA1001FPDA-01 (5 Year)
FA1001FPDA7-01	Disclosure Statement	For use with FA1001FPDA-01 (7 Year)
MISCELLANEOUS:		
FA5041-01 (5)	Statement of Variability	For use with FA1001FPDA-01 (5 Year)
FA5041-01 (7)	Statement of Variability	For use with FA1001FPDA-01 (7 Year)

Statement of Variability
Forethought Life Insurance Company, Batesville Indiana
Contract Form Series FA1001FPDA-01 (5 Year)

- The “Premium Tax Paid” and “Premium Less Premium Tax” fields on the Contract Data Page are bracketed () and may be included were applicable, or omitted.
- The “Minimum Additional Premium paid by Automatic Premium Check” on the Contract Data Page is bracketed and may be included if this separate limit applies, or omitted. If included the limit may range between \$50 and \$2,000. Any changes will be applicable to new issues only.
- The “Interest Rates” field on the Contract Data Page is bracketed to allow for different initial interest rate guarantee periods, and to allow for the existence or absence of programs to pay bonus rates during the initial interest guarantee period. The initial guarantee period may range from one year to ten years. All renewal interest rates will be in effect for at least one Contract Year.
- The minimum guaranteed Accumulation Period interest rate on the Contract Data Page is submitted on a variable basis. The rate will range between 1.00% and 3.00% and is tied to the five-year Constant Maturity Treasury Rate. The methodology for determining the rate is included in the Actuarial Memorandum. Any changes will be applicable only to new issues. The rate will always be equal to or exceed the rate produced by procedures filed with the Department. In addition, any changes in our procedures for determining the minimum guaranteed Accumulation Period interest rate will be filed with the Department prior to use. Redetermination does not apply.
- The “Free Withdrawal Availability Date” on the Contract Data Page is bracketed and will range from 30 days to one year. Any changes will be applicable to new issues only.
- The “Minimum Withdrawal Amount” on the Contract Data Page is bracketed, and will vary from \$50 to \$500. Any changes will be applicable to new issues only.
- The “Minimum Contract Value After Withdrawal” on the Contract Data Page and will vary from \$500 to \$5,000. Any changes will be applicable to new issues only.

- Bracketed values on the Table of Guaranteed Values on page 3C.
 - The minimum guaranteed interest rate shown in the table will vary, but will always equal the “minimum guaranteed Accumulation Period interest rate” discussed above.
 - The End of Year Contract Values will vary according to the guaranteed interest rate, and illustrates the guaranteed minimum Contract Value available given the assumed premiums.
 - The End of Year Contract Withdrawal Values will vary according to the guaranteed interest rate, and illustrates the guaranteed minimum Contract Value available given the assumed premiums.

Statement of Variability
Forethought Life Insurance Company, Batesville Indiana
Contract Form Series FA1001FPDA-01 (7 Year)

- The “Premium Tax Paid” and “Premium Less Premium Tax” fields on the Contract Data Page are bracketed () and may be included were applicable, or omitted.
- The “Minimum Additional Premium paid by Automatic Premium Check” on the Contract Data Page is bracketed and may be included if this separate limit applies, or omitted. If included the limit may range between \$50 and \$2,000. Any changes will be applicable to new issues only.
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