

<i>SERFF Tracking Number:</i>	<i>Lafa-125878189</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>The Lafayette Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40711</i>
<i>Company Tracking Number:</i>			
<i>TOI:</i>	<i>A021 Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A021.003 Single Premium</i>
<i>Product Name:</i>	<i>SPDA-08</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: The Lafayette Life Insurance Company

Product Name: SPDA-08

SERFF Tr Num: LAFA-125878189 State: ArkansasLH

TOI: A021 Individual Annuities- Deferred Non-Variable

SERFF Status: Closed

State Tr Num: 40711

Sub-TOI: A021.003 Single Premium

Co Tr Num:

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Author: Katrina Donnoe

Disposition Date: 10/29/2008

Date Submitted: 10/29/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Authorized

Project Number:

Date Approved in Domicile: 10/23/2008

Requested Filing Mode: Review & Approval

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: 10/29/2008

State Status Changed: 10/29/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Please see attached cover letter. Thank you.

Company and Contact

Filing Contact Information

Kate Donnoe, Senior Compliance Analyst

kate.donnoe@llic.com

SERFF Tracking Number: Lafa-125878189 State: Arkansas
Filing Company: The Lafayette Life Insurance Company State Tracking Number: 40711
Company Tracking Number:
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable
Product Name: SPDA-08
Project Name/Number: /

1905 Teal Rd (800) 443-8793 [Phone]
Lafayette, IN 47906 (765) 477-3212[FAX]

Filing Company Information

The Lafayette Life Insurance Company CoCode: 65242 State of Domicile: Indiana
PO Box 7007 Group Code: 836 Company Type: Life and Annuity
Lafayette, IN 47903 Group Name: State ID Number:
(800) 443-8793 ext. 3417[Phone] FEIN Number: 35-0457540

SERFF Tracking Number: LAF A-125878189 State: Arkansas
Filing Company: The Lafayette Life Insurance Company State Tracking Number: 40711
Company Tracking Number:
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable
Product Name: SPDA-08
Project Name/Number: /

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Lafayette Life Insurance Company	\$50.00	10/29/2008	23542822

SERFF Tracking Number: LAF A-125878189 State: Arkansas
Filing Company: The Lafayette Life Insurance Company State Tracking Number: 40711
Company Tracking Number:
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable
Product Name: SPDA-08
Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	10/29/2008	10/29/2008

SERFF Tracking Number: LAF-125878189 *State:* Arkansas
Filing Company: The Lafayette Life Insurance Company *State Tracking Number:* 40711
Company Tracking Number:
TOI: A021 Individual Annuities- Deferred Non- *Sub-TOI:* A021.003 Single Premium
Variable
Product Name: SPDA-08
Project Name/Number: /

Disposition

Disposition Date: 10/29/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: LAF-125878189 State: Arkansas
 Filing Company: The Lafayette Life Insurance Company State Tracking Number: 40711
 Company Tracking Number:
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
 Variable
 Product Name: SPDA-08
 Project Name/Number: /

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Annual Report		Yes
Supporting Document	Contract Summary		Yes
Supporting Document	Advertising		Yes
Supporting Document	Submission Letter		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	Disclosure and Benefit Summary		Yes
Form	Single Premium Deferred Annuity		Yes

SERFF Tracking Number: LAF A-125878189 State: Arkansas
 Filing Company: The Lafayette Life Insurance Company State Tracking Number: 40711
 Company Tracking Number:
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
 Variable
 Product Name: SPDA-08
 Project Name/Number: /

Form Schedule

Lead Form Number: SPDA-08

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	SPDA-08	Policy/Cont ract/Fratern al Certificate	Single Premium Deferred Annuity	Initial		56	SPDA-08 AR.pdf

The Lafayette Life Insurance Company

1905 Teal Road
P.O. Box 7007
Lafayette, Indiana 47903
1-800-243-6631

Single Premium Deferred Annuity Policy
{John E. Doe}, Annuitant
Policy Number {AA0123456}
Single Premium \${100,000.00}

THIS IS A LEGAL CONTRACT – READ IT CAREFULLY

We promise to pay the benefits provided in this policy, subject to the terms of this policy.

10 DAY RIGHT TO RETURN THE POLICY

This policy may be sent back to us or our agent within 10 days after you first receive it. We will send back the single premium within 10 days after we receive the policy.

NOTICE OF ANNUAL MEETING

The Lafayette Life Insurance Company is a stock life insurance company that is a subsidiary of Western & Southern Mutual Holding Company, a mutual insurance holding company. As an Owner of this policy, you are a member of Western & Southern Mutual Holding Company. The annual members meeting to elect directors and transact any business that may come before the meeting is held at the Home Office of Western & Southern Mutual Holding Company in Cincinnati, Ohio, on the second Tuesday of March of each year at ten o'clock in the morning local time or at such other location, place, or time as may be designated by the Western & Southern Mutual Holding Company Board of Directors in writing.

You may vote in person at the meeting or by proxy if you have at least \$1,000 of insurance in force at that time and for at least one year before the meeting. You have only one vote for all policies and contracts you have with us.

Signed at Lafayette, Indiana on the Policy Date



Secretary



President & CEO

Single Premium Deferred Annuity Policy

Nonparticipating
Monthly Income Payable at Maturity
Death Benefit Payable in Event of Death Prior to Maturity Date

GUIDE TO YOUR POLICY

POLICY SCHEDULE

Policy Data	3
Minimum Interest Rate Table	3
Table of Guaranteed Minimum Values ...	4
Withdrawal Charge Table	5

DEFINITIONS

6

BENEFITS

Annuity Benefits.....	7
Maturity Date	7
Death Benefit.....	7

PREMIUM

Payment	7
Date of Premium Crediting	8

VALUES

Policy Value.....	8
Interest Earning Periods.....	8
Initial Interest Earning Period.....	8
Additional Interest Earning Periods.....	8
Limits to the Interest Earning Periods ..	8
Interest Rates	8
Initial Interest Rate(s).....	8
Interest Rates for Additional Interest Earning Periods.....	8
Minimum Interest Rates	8
Surrender Value	9
Guaranteed Minimum Values	9
Annual Report.....	9

WITHDRAWALS

Partial Withdrawal.....	9
Surrender.....	9
Withdrawal Charge.....	9
Waiver of Withdrawal Charge.....	10
Automatic Withdrawals.....	10
Deferment.....	10

GENERAL PROVISIONS

Incontestability	10
Misstatement of Age or Sex	10
Nonparticipating	10
Payment by Us.....	10
Policy.....	11
Reliance	11

OWNERSHIP

Your Policy	11
Transfer of Ownership.....	11
Collateral Assignment	11
Succession of Owners	11

BENEFICIARIES

Designation and Change of Beneficiaries.....	12
Effective Date	12
Succession of Beneficiaries	12
General Beneficiary Provisions	12

PAYMENT OF POLICY BENEFITS

At Surrender before Maturity	12
At Maturity	12
At Death before Maturity	13
At Death on or after Maturity	13
Payment Plan Elections	13
Payment Plans	14
Payment Plan Rates	14
General Payment Provisions.....	15

MINIMUM INCOME TABLES

Installment Income Plans	16
Life Income Plans.....	16

The Application and any additional forms follow page 17.

POLICY SCHEDULE

Policy Data

Policy Number: {AA0123456}
Policy Date: {January 1, 2009}

Annuitant: {John E. Doe}
Age: {35}
Sex: {Male}

Owner: {John E. Doe}

Single Premium: {\$100,000}
Premium Tax Rate: {None}
Premium Tax: {None}
Net Single Premium: {\$100,000}

Initial Interest Rate(s): {5.00%, policy years 1 through 5}
Initial Interest Earning Period: {First 5 policy years}

Maturity Date: {January 1, 2069}

Minimum Interest Rate Table

Policy Year	Minimum Interest Rate *
1	{5.00%}
2	{5.00%}
3	{5.00%}
4	{5.00%}
5	{5.00%}
6	2.00%
7	2.00%
8	2.00%
9	2.00%
10	2.00%
11 and later	3.00%

* The Minimum Interest Rate for the first 10 policy years shall never be less than 2.00%. The Minimum Interest Rate for policy years 11 and later shall never be less than 3.00%.

POLICY SCHEDULE

Table of Guaranteed Minimum Values

Policy Number: {AA0123456}

On {January 1}	Guaranteed Policy Value	Guaranteed Surrender Value	On {January 1}	Guaranteed Policy Value	Guaranteed Surrender Value
{2010}	#{105,000}	#{ 98,385}	{2040}	#{262,137}	#{262,137}
{2011}	{110,250}	{104,297}	{2041}	{270,002}	{270,002}
{2012}	{115,763}	{111,595}	{2042}	{278,102}	{278,102}
{2013}	{121,551}	{119,363}	{2043}	{286,445}	{286,445}
{2014}	{127,628}	{127,628}	{2044}	{295,038}	{295,038}
{2015}	{130,181}	{130,181}	{2045}	{303,889}	{303,889}
{2016}	{132,784}	{132,784}	{2046}	{313,006}	{313,006}
{2017}	{135,440}	{135,440}	{2047}	{322,396}	{322,396}
{2018}	{138,149}	{138,149}	{2048}	{332,068}	{332,068}
{2019}	{140,912}	{140,912}	{2049}	{342,030}	{342,030}
{2020}	{145,139}	{145,139}	{2050}	{352,291}	{352,291}
{2021}	{149,493}	{149,493}	{2051}	{362,860}	{362,860}
{2022}	{153,978}	{153,978}	{2052}	{373,745}	{373,745}
{2023}	{158,597}	{158,597}	{2053}	{384,958}	{384,958}
{2024}	{163,355}	{163,355}	{2054}	{396,506}	{396,506}
{2025}	{168,256}	{168,256}	{2055}	{408,402}	{408,402}
{2026}	{173,304}	{173,304}	{2056}	{420,654}	{420,654}
{2027}	{178,503}	{178,503}	{2057}	{433,273}	{433,273}
{2028}	{183,858}	{183,858}	{2058}	{446,271}	{446,271}
{2029}	{189,374}	{189,374}	{2059}	{459,660}	{459,660}
{2030}	{195,055}	{195,055}	{2060}	{473,449}	{473,449}
{2031}	{200,907}	{200,907}	{2061}	{487,653}	{487,653}
{2032}	{206,934}	{206,934}	{2062}	{502,282}	{502,282}
{2033}	{213,142}	{213,142}	{2063}	{517,351}	{517,351}
{2034}	{219,536}	{219,536}	{2064}	{532,871}	{532,871}
{2035}	{226,122}	{226,122}	{2065}	{548,858}	{548,858}
{2036}	{232,906}	{232,906}	{2066}	{565,323}	{565,323}
{2037}	{239,893}	{239,893}	{2067}	{582,283}	{582,283}
{2038}	{247,090}	{247,090}	{2068}	{599,752}	{599,752}
{2039}	{254,502}	{254,502}	{2069}	{617,744}	{617,744}

The guaranteed minimum values are as of the specific dates shown in this table. They are based on the net single premium for this policy, the applicable annual effective minimum interest rates shown in the **Minimum Interest Rate Table** and any cost of supplemental benefits included in this policy on the policy date. Actual values will be reduced for any withdrawals and withdrawal charges and any cost of supplemental benefits added after the policy date.

POLICY SCHEDULE

Withdrawal Charge Table

Policy Number: {AA0123456}

Policy Year	Withdrawal Charge
1	8%
2	7%
3	6%
4	4%
5	2%
6 and later	0%

There are withdrawal charges for the first 5 policy years.

DEFINITIONS

Annual date means the same date each year as the policy date, including the policy date.

Annuitant means the person designated by you to receive the policy annuity benefits. The name of the Annuitant is shown on the Policy Schedule, page 3, immediately following the word "Annuitant." The Annuitant may or may not be the Owner.

Application means the written document(s) and any written supplement to it, which were completed to request this annuity policy. The application is attached to this policy.

Approved nursing facility means a facility which:

- is licensed by the state in which it is located; and
- provides skilled nursing care under the supervision of a physician; and
- has 24 hour a day nursing services by or under the supervision of a registered nurse; and
- keeps a daily medical record of each patient.

Beneficiary means the person(s) to whom the death benefit under this policy is payable.

Maturity date means the date shown on the Policy Schedule, page 3, immediately following the words "Maturity Date." The maturity date may be changed by you in accordance with the **Maturity Date** provision on page 7.

Net single premium means the amount of the single premium less any applicable premium tax. The net single premium is shown on the Policy Schedule, page 3, immediately following the words "Net Single Premium."

Notice received by us means information we have received at our Home Office which

is written, is signed by you and is acceptable to us.

Notice to you means written information which we mail to you at the last address shown in our records.

Owner(s) means the person(s) that may exercise the contractual rights of this policy. The name of the Owner(s) is shown on the Policy Schedule, page 3, immediately following the word "Owner." The Owner may be changed by you in accordance with the **OWNERSHIP** provisions on page 11.

Payee(s) means the person(s) to whom the proceeds from this policy are paid under a payment plan.

Policy date means the effective date of this policy. The policy date is shown on the Policy Schedule, page 3, immediately following the words "Policy Date."

Policy year means each 12 month period beginning on an annual date and continuing through the day before the next following annual date.

Premium tax means any tax on the single premium levied by the state in which this policy is delivered. The premium tax is shown on the Policy Schedule, page 3, immediately following the words "Premium Tax."

Proceeds means money payable as total or partial withdrawal(s) from this policy, as a death benefit or upon maturity.

Proof means evidence satisfactory to us.

Single premium means the amount paid into this policy by the Owner. The single premium is shown on the Policy Schedule, page 3, immediately following the words "Single Premium." See the **PREMIUM** provisions on pages 7 and 8.

Terminal illness means a medical condition resulting from bodily injury, or disease, or both:

- which has been diagnosed by a licensed and qualified medical doctor; and
- which diagnosis is supported by clinical, radiological, laboratory evidence or other proof of the medical condition; and
- which a licensed and qualified medical doctor certifies is expected to result in death within 12 months; and
- which is confirmed by a second opinion of another licensed and qualified medical doctor, based upon that doctor's examination of the Annuitant.

The doctor selected to provide a second opinion must be acceptable to both you and us. Any second opinion shall be done at our expense and shall be conclusive as to whether the Annuitant suffers from a terminal illness. We may at our sole discretion waive the requirement of a second opinion.

We, our, or us means The Lafayette Life Insurance Company.

You or your means the Owner(s) of this policy, as shown on the Policy Schedule, page 3, or a new Owner named by you in accordance with the **OWNERSHIP** provisions on page 11.

BENEFITS

Annuity Benefits

We agree to pay a monthly income to the Annuitant commencing on the maturity date, if the Annuitant is then living, and this policy is in force. The amount of the monthly income shall be determined by applying the policy value at maturity:

- under the single life income plan with a 10 year guaranteed period; or
- under another payment plan you have elected as described in the **PAYMENT OF POLICY BENEFITS** provisions on pages 12 through 15.

Notwithstanding the above, if an Owner who is not the Annuitant dies prior to the maturity date and before the Annuitant, then no payments will be made to the Annuitant hereunder. Payment will be made, instead, to the Beneficiary in accordance with the provision on pages 12 and 13 captioned **At Death before Maturity** concerning such an event.

Maturity Date

The maturity date will be the annual date next following the Annuitant's 95th birthday, unless changed by you in accordance with this policy.

After all withdrawal charges have expired, and before the maturity date or the death of the Annuitant, if earlier, the maturity date may be changed by notice received by us, but not later than to the annual date immediately following the Annuitant's 95th birthday.

Death Benefit

While this policy is in force and prior to the maturity date, we agree to pay a death benefit to the Beneficiary in the amount of the policy value upon the earlier of:

- the date of death of the Annuitant, upon proof received by us of such death; or
- the date of your death, upon proof received by us of such death, if you are not the Annuitant.

See the **PAYMENT OF POLICY BENEFITS** provisions on pages 12 through 15 for provisions concerning payment of the death benefit. This policy shall terminate upon payment of the death benefit.

PREMIUM

Payment

The single premium is payable in advance at the Home Office or to an authorized agent. A receipt signed by an officer of the Company

will be furnished on request. We reserve the right to limit the amount of a single premium.

Date of Premium Crediting

The net single premium will be credited on the date received by us at the Home Office. No net single premium shall be credited prior to the policy date.

VALUES

Policy Value

The policy value under this policy will be used to determine the annuity benefits and the death benefit.

The policy value on the policy date is the net single premium. The policy value after the policy date is:

- the policy value on the immediately preceding annual date; plus
- interest earned since that date; and less
- the cost of any supplemental benefits charged since that date, and less
- any partial withdrawals and withdrawal charges since that date.

Interest Earning Periods

Initial Interest Earning Period

There will be an initial interest earning period for the net single premium. The initial interest earning period begins on the policy date and continues for the number of policy years shown on the Policy Schedule, page 3, immediately following the words "Initial Interest Earning Period."

Additional Interest Earning Periods

The initial interest earning period will be immediately followed by additional interest earning periods of one policy year each, in succession.

Limits to the Interest Earning Periods

No interest earning period will begin nor extend past any of the following dates:

- the date this policy is surrendered;
- the date you die, if you are not the Annuitant;
- the date the Annuitant dies; or
- the maturity date.

Interest Rates

Initial Interest Rate(s)

We have guaranteed the initial interest rate(s) for the initial interest earning period. They are shown on the Policy Schedule, page 3, immediately following the words "Initial Interest Rate(s)."

During the initial interest earning period, your net single premium will earn interest at the initial interest rate(s). We guarantee that we will not change the initial interest rate(s) during the initial interest earning period.

Interest Rates for Additional Interest Earning Periods

We will establish periodically, as often as daily in our discretion, the current interest rate for an additional interest earning period that begins on the following day. This rate will remain in effect for new interest earning periods until changed by us. The policy value will earn interest at the rate we determine in advance for that period. We guarantee that we will not change the interest rate for an additional interest earning period during such period. You may contact us in advance to determine the current interest rate.

Minimum Interest Rates

The minimum interest rates applicable during specified policy years will not be less than the applicable minimum annual effective rates as set forth in the **Minimum Interest Rate Table** on the Policy Schedule, page 3.

Surrender Value

The surrender value under this policy will be paid to you upon surrender of this policy.

The surrender value of this policy is the policy value less any applicable withdrawal charges. If withdrawal charges no longer apply, the surrender value and the policy value are the same.

Guaranteed Minimum Values

Guaranteed policy values and guaranteed surrender values are shown for the dates indicated in the **Table of Guaranteed Minimum Values** on the Policy Schedule, page 4. They are based on the net single premium for this policy, the applicable annual effective minimum interest rates and any cost of supplemental benefits included in this policy on the policy date. We guarantee that the policy values and surrender values will not be lower than those shown in this table, assuming no withdrawals and no additional supplemental benefits are added after the policy date.

Surrender values, benefits payable after death, and annuity payments under payment options will not be less than the guaranteed minimum values required by the state in which this policy is delivered.

Annual Report

We will provide you on each annual date, excluding the first annual date, a statement of:

- the policy value at the beginning of the policy year;
- the amount of withdrawals made and any applicable withdrawal charges during the policy year;
- any cost of supplemental benefits charged during the policy year;
- the total interest earned for the policy year; and
- the policy value and the surrender value at the end of the policy year.

You may contact us for additional status reports.

WITHDRAWALS

Prior to the death of the Annuitant (or the death of an Owner who is not the Annuitant) and prior to the maturity date, you may:

- withdraw part of the surrender value of this policy (**Partial Withdrawal**);
- withdraw the total surrender value and terminate this policy (**Surrender**); or
- request automatic withdrawals from the surrender value of this policy (**Automatic Withdrawals**).

Partial Withdrawal

You may request a withdrawal of part of the surrender value by notice received by us. The amount requested will be withdrawn and paid to you in one lump sum.

The policy value will be reduced by the sum of the surrender value withdrawn and any applicable withdrawal charges. No partial withdrawal will be allowed if such withdrawal would cause the policy value to fall below \$2,000.

Surrender

You may terminate this policy for its surrender value. A written release of all claims, satisfactory to us, will be required. Any request for termination will be effective when you sign the request. The surrender value will be determined as of the date of termination. Any request for termination will be subject to any payment or other action we may take before we receive the request. We may require that this policy be returned to us.

Withdrawal Charge

The portion of any withdrawal in excess of the free withdrawal amount shall be subject to any applicable withdrawal charges. The withdrawal charge is the amount determined

by multiplying the amount of the withdrawal subject to the withdrawal charge by the applicable withdrawal charge percentage set forth in the **Withdrawal Charge Table** on the Policy Schedule, page 5.

Waiver of Withdrawal Charge

The withdrawal charge will be waived on aggregate withdrawals up to the free withdrawal amount.

The free withdrawal amount for a policy year is 10% of the policy value as of the first day of such year. This percentage will be increased to 25% upon proof received by us that the Annuitant has been confined to an approved nursing facility for at least 60 consecutive days. We must receive written notice of claim, in the form of your withdrawal request, no later than 90 days following the Annuitant's discharge from an approved nursing facility.

The withdrawal charge will be waived on any portion of the policy value that is withdrawn if the Annuitant is suffering from a terminal illness.

Automatic Withdrawals

You may request by notice received by us that automatic withdrawals be made from the surrender value.

Withdrawal charges will be waived on aggregate withdrawals made during the same policy year, whether automatic or not, up to the free withdrawal amount. Any portion of the aggregate withdrawals that exceeds the free withdrawal amount will be subject to withdrawal charges.

Your written request must be received by us no later than 30 days prior to the date the automatic withdrawals will commence.

The frequency of the automatic withdrawals may be monthly, quarterly or annually. The amount of each automatic withdrawal must be at least \$100.

Deferment

We may defer paying any withdrawal for up to six months from the date the withdrawal request is received by us if we have received written approval from the Commissioner upon our written request, which shall address the deferral's necessity and equitability to all policyholders. If payment is deferred 30 days or more, interest will be paid on the amount withdrawn at an annual effective rate of not less than the applicable interest rate(s) as set forth in the **Minimum Interest Rate Table** on the Policy Schedule, page 3, from the date the withdrawal request is received by us to the date of payment.

GENERAL PROVISIONS

Incontestability

After this policy has been in force during the Annuitant's lifetime for two years from the policy date, it cannot be contested. While this policy is contestable, we may rescind this policy or deny a claim on the basis of a material misrepresentation in the application. If this policy is rescinded, the single premium paid less all partial withdrawals and withdrawal charges will be refunded.

Misstatement of Age or Sex

If a monthly life income has been elected and the age or sex of the Annuitant has been misstated, the amount of the monthly life income will be the amount which the policy value would have purchased on the date of the commencement of the monthly life income for the correct age or sex.

Nonparticipating

This policy is nonparticipating. It does not share in our divisible surplus. No dividends will be credited to this policy.

Payment by Us

All payments by us under this policy are payable at our Home Office.

Policy

Your contract with us consists of the following:

- your application;
- this policy consisting of these 17 pages;
- any endorsements added to this policy; and
- any supplemental benefits added to this policy.

Your policy is a legal contract and is issued in consideration of the application and the single premium. Nothing else which has been said or put in writing is part of this policy unless it is attached. No one can change any part of your contract except you and one of our officers. Both must agree to a change, and it must be in writing.

Reliance

In issuing this policy, we have relied on the statements made in the application. These statements are representations and not warranties. No statement will cause this policy to be rescinded, or will be used in defense of a claim, unless contained in the written application. Read the application. If any statement is not true or complete, you must tell us.

OWNERSHIP

Your Policy

This is your policy. While the Annuitant lives and prior to the maturity date, you may exercise all rights in this policy, without the consent of any revocable Beneficiary. Your rights in this policy after the death of the Annuitant or after the maturity date are described in the **BENEFITS** provisions on page 7, the **BENEFICIARIES** provisions on pages 11 and 12, and the **PAYMENT OF POLICY BENEFITS** provisions on pages 12 through 15.

Transfer of Ownership

You may transfer the ownership of this policy at any time by written application acceptable to us. The transfer will be effective the date you sign our transfer of ownership form, but will be subject to any good faith action taken by us before we receive the form. We may require that you return this policy to us for endorsement.

Collateral Assignment

You may assign this policy as collateral security. We assume no responsibility for the validity or effect of any collateral assignment of this policy. We will not be responsible to any assignee for any payment or other action taken by us before notice of the assignment is received by us.

The interest of any revocable Beneficiary will be subject to any collateral assignment made either before or after the beneficiary designation.

A collateral assignee is not an owner. A collateral assignment is not a transfer of ownership. Ownership can be transferred only by complying with the **Transfer of Ownership** provision.

A collateral assignment is not a change of beneficiary. A change of beneficiary can only be made by complying with the **BENEFICIARIES** provisions.

Succession of Owners

If this policy is owned by Joint Owners and one of them dies, the surviving Owner will become the sole new Owner unless notice is received by us and signed by you prior to death stating otherwise. If this policy is owned by one person and a Contingent Owner is named, the Contingent Owner will become the new Owner if the sole Owner dies. If there is no Joint or Contingent Owner at the time of the Owner's death, the estate of the Owner will become the new Owner.

BENEFICIARIES

Designation and Change of Beneficiaries

During the lifetime of the Annuitant and prior to the maturity date, you may designate and change the primary and contingent Beneficiaries of:

- any death benefit proceeds payable prior to the maturity date; and
- the present value of any unpaid installments available after the death of the Annuitant following the maturity date.

You may do so by notice received by us at any time during the lifetime of the Annuitant and prior to the maturity date. If you are not the Annuitant, you may do so within 60 days after the Annuitant's death (or the death of an Owner), if the death benefit has not already been paid. Any designation of beneficiary made following the death of the Annuitant (or the death of an Owner who is not the Annuitant) may not be changed again.

A transfer of ownership will not change the interest of any Beneficiary.

Effective Date

Any designation or change of beneficiary will take effect on the date the request is signed by you. Any request for change will be subject to any payment or other action we may take before we receive the request. We may require that you return this policy to us for endorsement to show the designation or change.

Succession of Beneficiaries

Upon the death of the Annuitant (or the death of an Owner who is not the Annuitant) prior to maturity, the beneficiary classes in order of entitlement will be as follows:

- primary Beneficiary, if living;
- contingent Beneficiaries of the first class, if living;

- contingent Beneficiaries of the next classes in order, if living;
- you, if you are still living;
- your estate.

General Beneficiary Provisions

An irrevocable Beneficiary cannot be changed without the written consent of such Beneficiary.

Unless we are instructed otherwise by notice received by us, we will follow these rules:

- We will pay in equal shares when more than one Beneficiary of the same class is to share the proceeds.
- The word "child" means only a child born to or legally adopted by the Annuitant; it does not mean a grandchild.

PAYMENT OF POLICY BENEFITS

At Surrender before Maturity

Before the maturity date, you may elect to terminate this policy for its surrender value. We will pay the surrender value to you in a lump sum or under any payment plan contained in this policy.

At Maturity

On the maturity date, if this policy is then in effect, we will pay the policy value to the Annuitant:

- under the single life income plan with a 10 year guaranteed period; or
- in a lump sum or under another payment plan, if elected prior to the maturity date.

Notwithstanding the above, if an Owner who is not the Annuitant dies prior to the maturity date and before the Annuitant, then no payments will be made to the Annuitant hereunder. Payment will be made, instead, to

the Beneficiary in accordance with the following provision concerning such an event.

At Death before Maturity

Of Owner Who is not the Annuitant – If the Owner who is not the Annuitant dies prior to the maturity date and before the Annuitant, the policy value will be paid to the named Beneficiary. We will pay it in a lump sum calculated as of the Owner's date of death to the Beneficiary unless the Beneficiary elects one of the following:

- It is paid to the Beneficiary over a 5 year period. The entire proceeds must be paid within 5 years;
- It is paid over the lifetime, or life expectancy, of the Beneficiary. Payment must begin within 1 year of the date of death; or
- The named Beneficiary is the Owner's spouse and he or she continues this policy in his or her name as new Owner.

If there are joint Owners, we will apply these distribution requirements upon the death of the first Owner.

Of Annuitant Who is also the Owner – If the Annuitant who is also the Owner dies prior to the maturity date, the policy value will be paid to the named Beneficiary. We will pay it in a lump sum calculated as of the Owner's date of death to the Beneficiary unless the Beneficiary elects one of the following:

- It is paid to the Beneficiary over a 5 year period. The entire proceeds must be paid within 5 years;
- It is paid over the lifetime, or life expectancy, of the Beneficiary. Payment must begin within 1 year of the date of death; or
- The named Beneficiary is the Owner's spouse and he or she continues this policy in his or her name as new Owner.

Of Annuitant Who is not the Owner – If the Annuitant who is not the Owner dies prior to the maturity date and before the Owner, the policy value will be paid to the Beneficiary. Benefits payable will be paid in a lump sum or under an elected payment plan.

At Death on or after Maturity

Of Annuitant – If the Annuitant dies on or after the maturity date and before payment of the entire policy value, we will pay any remaining balance to the payee as provided for in the payment plan selected, at least as rapidly as under the payment plan in effect at the Annuitant's death.

Payment Plan Elections

All payment plan elections must be made by notice received by us, effective on the date it was properly signed. However, the election is subject to any good faith action taken by us, or payments made by us before notice is received by us. A payment plan may be elected:

- by you during the lifetime of the Annuitant and prior to the maturity date; or
- by you, if you are not the Annuitant, within 60 days after the Annuitant dies; or
- by a Beneficiary more than 60 days after the Annuitant dies, if no election is then in effect.

If benefits are to be paid under a payment plan by reason of the death of the Owner or Annuitant, they will be paid under the payment plan in effect. If no payment plan has been elected, the interest income plan will be in effect until a payment plan is elected or lump sum distribution is made, and interest will accumulate from the date of death.

When benefits are to be paid under an elected payment plan, the payment plan will govern the terms under which we will make payments and to whom we will pay any remaining proceeds if the payee dies. We may require that you return this policy to us if a payment plan is elected.

Payment Plans

Interest Income Plan – Proceeds will earn interest from the date the payment plan takes effect. The interest may be received in monthly payments or left with us to accumulate. If interest will be paid, the first interest payment is due one month after the plan takes effect. Accumulated interest and part or all of the proceeds may be withdrawn at any time.

Installment Income Plans – Proceeds will be paid as a monthly installment income by the terms of the plan selected. The first payment is due on the date the plan takes effect.

- **Specified Period** – Equal payments of the proceeds with interest will be made over a specified period of one to 30 years. The present value of any unpaid installments may be withdrawn at any time.
- **Specified Amount** – Equal payments of a specified amount will be made until the entire proceeds with interest are paid. Payments must be for at least \$5 per \$1,000 of proceeds. The unpaid balance may be withdrawn at any time.

Life Income Plans – Proceeds will be paid as a monthly life income by the terms of the plan selected. The first payment is due on the date the plan takes effect. We must be furnished with proof of identity, age, or other facts for any person upon whose life income payments depend.

- **Single Life Income** – Equal payments are made during the lifetime of the payee, or for a selected guaranteed period and thereafter during the lifetime of the payee. The guaranteed periods available are:
 - a) 10 years;
 - b) 20 years; or
 - c) a refund period continuing until the sum of the payments equals the proceeds applied under the plan.

- **Joint and Survivor Life Income** – One level monthly payment is made as long as either payee lives.

An individual Beneficiary may receive payments under a life income plan only if the payments depend upon the Beneficiary's life. A corporation or fiduciary may receive payments under a life income plan only if the payments depend on the life of the Annuitant or surviving spouse or dependent of the Annuitant.

The present value of any unpaid life income payments to be made during a guaranteed period may be withdrawn only after the death of all payees.

Other Plan – Payment will be made under any other plan which is mutually agreed upon by you and us.

Payment Plan Rates

Interest Income and Installment Income Plans – Proceeds will earn interest at rates declared annually by us. Such rates will not be less than an annual effective rate of 1.5%. Interest in excess of 1.5% will increase the size of payments or, for the specified amount plan, increase the number of payments. The present value of any unpaid installments will be based on the interest rate used to determine the installment payments.

Life Income Plans – Payments will be based on rates declared by us. Such rates will not be less than an annual effective rate of 1.5%.

The present value of any unpaid life income payments to be made during a guaranteed period will be based on the interest rate used to determine the life income payments.

Minimum Income Payments – Payments under installment income plans and life income plans will be at least as large as those shown in the **MINIMUM INCOME TABLES** appearing on pages 16 and 17. Minimum incomes shown for life income plans are based on the 2000 Individual Annuity Mortality Table with interest at 1.5% per year.

General Payment Provisions

Increase of Monthly Income – The Beneficiary who is to receive the proceeds under a payment plan may increase the total monthly income by payment of an annuity premium to us. The amount of the net premium will be applied under the payment plan at the same rates as the policy proceeds. The net premium is the annuity premium less charges not exceeding 4%. We have the right to limit this net premium to an amount equal to the sum payable under this policy.

Minimum Amount – Proceeds of less than \$5,000 may only be applied under the interest income plan, unless we approve applying the proceeds under another plan. We have the right to change the payment frequency or pay the proceeds in a lump sum if payments are less than \$50.

Payment Frequency – You may elect to receive payments in equal quarterly, semiannual or annual payments rather than equal monthly payments.

Transfer between Payment Plans – A payee may transfer any withdrawal amount to any other plan available. The amount that may be withdrawn is specified in the applicable **Payment Plans** provision.

MINIMUM INCOME TABLE
Minimum Monthly Income Payments Per \$1,000 Proceeds
INSTALLMENT INCOME PLANS

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

MINIMUM INCOME TABLE
Minimum Monthly Income Payments Per \$1,000 Proceeds
LIFE INCOME PLANS – JOINT AND SURVIVOR LIFE INCOME

2 nd Payee's Age	1 st Payee's Age											
	7 Yrs Less	6 Yrs Less	5 Yrs Less	4 Yrs Less	3 Yrs Less	2 Yrs Less	1 Yr Less	Same as 2 nd Payee	1 Yr More	2 Yrs More	3 Yrs More	4 Yrs More
56	\$2.82	\$2.85	\$2.89	\$2.92	\$2.95	\$2.99	\$3.02	\$3.05	\$3.08	\$3.11	\$3.14	\$3.17
57	2.87	2.91	2.94	2.98	3.01	3.05	3.08	3.12	3.15	3.18	3.21	3.24
58	2.93	2.96	3.00	3.04	3.08	3.11	3.15	3.18	3.22	3.25	3.29	3.32
59	2.99	3.02	3.06	3.10	3.14	3.18	3.22	3.26	3.29	3.33	3.36	3.40
60	3.05	3.09	3.13	3.17	3.21	3.25	3.29	3.33	3.37	3.41	3.45	3.48
61	3.11	3.16	3.20	3.24	3.29	3.33	3.37	3.41	3.45	3.49	3.53	3.57
62	3.18	3.23	3.27	3.32	3.36	3.41	3.45	3.50	3.54	3.58	3.63	3.67
63	3.25	3.30	3.35	3.40	3.45	3.49	3.54	3.59	3.64	3.68	3.73	3.77
64	3.33	3.38	3.43	3.48	3.53	3.58	3.64	3.69	3.74	3.78	3.83	3.88
65	3.41	3.46	3.52	3.57	3.63	3.68	3.74	3.79	3.84	3.89	3.94	3.99
66	3.49	3.55	3.61	3.67	3.73	3.78	3.84	3.90	3.95	4.01	4.06	4.11
67	3.58	3.64	3.71	3.77	3.83	3.89	3.95	4.01	4.07	4.13	4.19	4.24
68	3.68	3.74	3.81	3.88	3.94	4.01	4.07	4.14	4.20	4.26	4.32	4.38
69	3.78	3.85	3.92	3.99	4.06	4.13	4.20	4.27	4.34	4.40	4.46	4.52
70	3.89	3.96	4.04	4.11	4.19	4.26	4.34	4.41	4.48	4.55	4.62	4.68

The amount of income is based on the age last birthday of each of the payees on the due date of the first payment. Amounts for ages not shown will be furnished on request.

MINIMUM INCOME TABLE
Minimum Monthly Income Payments Per \$1,000 Proceeds
LIFE INCOME PLANS – SINGLE LIFE INCOME

Age	Guaranteed Period (Years)			Refund
	None	10	20	
55	\$3.55	\$3.51	\$3.39	\$3.26
56	3.63	3.60	3.45	3.32
57	3.73	3.68	3.52	3.39
58	3.82	3.78	3.59	3.46
59	3.93	3.87	3.66	3.53
60	4.04	3.97	3.73	3.61
61	4.15	4.08	3.80	3.69
62	4.28	4.19	3.87	3.77
63	4.41	4.31	3.95	3.86
64	4.55	4.44	4.02	3.95
65	4.70	4.57	4.09	4.05
66	4.87	4.71	4.16	4.15
67	5.04	4.85	4.23	4.26
68	5.22	5.00	4.29	4.37
69	5.42	5.15	4.35	4.49
70	5.63	5.32	4.41	4.61
71	5.85	5.48	4.46	4.74
72	6.09	5.66	4.51	4.88
73	6.35	5.83	4.56	5.02
74	6.62	6.02	4.60	5.17
75	6.92	6.20	4.64	5.33
76	7.23	6.39	4.67	5.50
77	7.57	6.58	4.70	5.67
78	7.94	6.77	4.72	5.86
79	8.33	6.96	4.74	6.05
80	8.75	7.14	4.76	6.26

The amount of income is based on the age last birthday of the payee on the due date of the first payment. Amounts for ages not shown will be furnished on request.

THIS IS A BLANK PAGE

Single Premium Deferred Annuity Policy
Nonparticipating
Monthly Income Payable at Maturity
Death Benefit Payable in Event of Death Prior to Maturity Date

SERFF Tracking Number: LAF A-125878189 State: Arkansas
Filing Company: The Lafayette Life Insurance Company State Tracking Number: 40711
Company Tracking Number:
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable
Product Name: SPDA-08
Project Name/Number: /

Supporting Document Schedules

Review Status:
Satisfied -Name: Certification/Notice 10/29/2008
Comments:
Attachment:
Certification SPDA-08.pdf

Review Status:
Satisfied -Name: Application 10/29/2008
Comments:
Attachment:
1460-B-AR.pdf

Review Status:
Satisfied -Name: Annual Report 10/29/2008
Comments:
Attachment:
SPDA-08 Annual Report.pdf

Review Status:
Satisfied -Name: Contract Summary 10/29/2008
Comments:
Attachment:
SPDA-08 Contract Summary.pdf

Review Status:
Satisfied -Name: Advertising 10/29/2008
Comments:
Attachment:
2345_FiveandFive.pdf

Review Status:

SERFF Tracking Number: LAF-125878189 *State:* Arkansas
Filing Company: The Lafayette Life Insurance Company *State Tracking Number:* 40711
Company Tracking Number:
TOI: A021 Individual Annuities- Deferred Non- *Sub-TOI:* A021.003 Single Premium
Variable
Product Name: SPDA-08
Project Name/Number: /

Satisfied -Name: Submission Letter 10/29/2008

Comments:

Attachment:

SPDA-08 Gen Submission Letter.pdf

SERFF Tracking Number: LAF A-125878189 State: Arkansas
Filing Company: The Lafayette Life Insurance Company State Tracking Number: 40711
Company Tracking Number:
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable
Product Name: SPDA-08
Project Name/Number: /

Review Status:

Satisfied -Name: Statement of Variability 10/29/2008

Comments:

Attachment:

SPDA-08 Statement of Variability.pdf

Review Status:

Satisfied -Name: Disclosure and Benefit Summary 10/29/2008

Comments:

Attachment:

SPDA-08 Disclosure.pdf

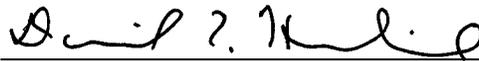
CERTIFICATION

The Lafayette Life Insurance Company, by its undersigned officer, hereby certifies:

- 1) This submission meets the provisions of Rule and Regulation 19 as well as all applicable requirements of the Arkansas Insurance Department;
- 2) It is in compliance with Regulation 49;
- 3) It is in compliance with ACA 23-79-138; and
- 4) The following forms have the following readability scores as calculated by the Flesch Reading Ease Test and that these forms meet the reading ease requirements of your state laws and regulations.

Form Name	Form Number	Readability Score
Single Premium Deferred Annuity	SPDA-08	56

The Lafayette Life Insurance Company



Daniel E. Haneline, Actuary

Date: October 29, 2008



THE LAFAYETTE LIFE INSURANCE COMPANY

1905 Teal Road, P.O. Box 7007
Lafayette, Indiana 47903
1-800-243-6631 FAX: 888-558-9329
E-Mail: IndividualOperations@llic.com

For Home Office Use Only
CWA AMT\$
Date/Initials

APPLICATION FOR ANNUITY

TYPE OF APPLICATION (X) NON-QUALIFIED () QUALIFIED PENSION TAX YEAR for Qualified IRA, SEP-IRA or ROTH-IRA:
() IRA () ROTH-IRA () SEP-IRA () 403(b) TSA

Section I. Proposed Annuitant

Name: John E Doe Street Address: 1234 Main Street
City: Happy State: IN Zip Code: 47908
Birth Date: 10/16/1968 Age: 35 Sex: M Marital Status: Married E-mail Address: jedoe@doe.net
Social Security Number: 123-45-6789 Home Phone Number: 656-941-3345

Section II. Ownership (If blank, Annuitant is the Owner. If TSA or IRA the Annuitant MUST BE the Owner)

NOTE: If the Owner dies prior to the Maturity Date and before the Annuitant, the surrender value will be paid to the named Beneficiary. If there are joint owners, the surrender value will be paid to the named Beneficiary at the death of the first owner.

Owner: Birth Date: Owner's Age:
Street Address: City: State: Zip Code:
Home Phone Number: SSN/Tax ID: Relationship to Annuitant
E-mail Address:

Section III. Beneficiary (Qualified Pension: Beneficiary will be Trustee of Plan named in Section II. above)

Primary Beneficiary Mary L Doe Relationship to Annuitant Spouse Age 34

Contingent Beneficiary Relationship to Annuitant Age

Section IV. Annuity Plans

A. Deferred Annuities:

() Marquis Advant-Edge FPDA 04-I 5 Year 50 % Index 50 % Fixed
() Marquis Advant-Edge FPDA 04-I 10 Year % Index % Fixed
() { }
Planned Premium \$ 2,000.00 (X) Annual () Semiannual () Quarterly () PAW () GA () Single Payment
() TSA Salary Reduction () List Bill # () PD () Other () Bill Home Address () Bill Owner

B. Single Premium Immediate Annuities: Note: Date of Birth proof for ANY Annuitant must accompany application. Proof must be a certified copy of Annuitant's Birth Certificate (unless otherwise agreed to by the Company)

Amount of Single Premium \$

Payout Interval: () Monthly () Quarterly () Semiannual () Annual

Annuity Options:

() Single Life Income* -- Guaranteed Period (check one) () 00; () 05; () 10; () 15; () 20

*If a Guaranteed Period is not selected or "00" is selected, all payments cease with the death of the annuitant.

() Single Life Installment Refund

() Installment Income - Years (Not less than 3 nor more than 10 years) (Oregon: Not less than 5 nor more than 10)

() Joint and Survivor Life Income* --- () 50%; () 67%; () 100%

Guaranteed Period (check one) () 00; () 05; () 10; () 15; () 20

*If a Guaranteed Period is not selected or "00" is selected, all payments cease with the death of the last surviving annuitant.

Second Annuitant for Joint and Survivor ONLY

(Only applicable to the Joint & Survivor Option AND DOES NOT DESIGNATE OWNERSHIP INTEREST)

Name: Sex: Marital Status: Birth Date:

Birth State: Social Security Number: E-mail Address:

() I do not want Federal Income Tax withheld from my distribution.

() I do want Federal Income Tax withheld from my distribution. If withholding will apply, please complete only one of the following:

() Withhold the following amount from my distribution \$

() Please withhold based on the number of allowances I have indicated and my marital status (please complete the following information)

() Number of Allowances (for Federal Income Tax purposes) (if blank, we will assume zero)

Marital Status: () Single () Married () Married, but withhold at higher Single Rate.

The Lafayette Life Insurance Company

1905 Teal Road - P O Box 7007
Lafayette Indiana 47903
800-243-6631

Annual Report

For Policy Year Ending 01/01/2010

Policy Number:	AA0123456
Issued:	01/01/2009
Annuitant:	John E Doe
Your Lafayette Life Representative:	Alan S Werner
12345	

Policyowner

John E Doe
1234 Main Street
Happy IN 47908

SINGLE PREMIUM DEFERRED ANNUITY

SCHEDULE OF VALUES IN THE POLICY YEAR

1/1/2009	Policy Value	100,000.00
	- Partial Withdrawals	0.00
	- Withdrawal Charges on Partial Withdrawals	0.00
	- Cost of Supplemental Benefits, if any	0.00
	+ Interest Earned *	5,000.00
1/1/2010	Policy Value	105,000.00
1/1/2010	- Withdrawal Charge - If Surrendered	-6,615.00
1/1/2010	Surrender Value - If Surrendered	98,385.00
1/1/2010	Death Benefit	105,000.00

* The interest rate for the policy year ending 1/1/2010 was 5.00%. Your policy value is guaranteed to earn interest at the annual effective interest rate of 5.00% during the immediately following policy year.

POLICY ACTIVITY DURING THE POLICY YEAR

<u>Date</u>	<u>Premium Payment</u>	<u>Partial Withdrawal</u>	<u>Withdrawal Charge</u>
1/1/2009	100,000.00		

CONTRACT SUMMARY

SPDA-08

Prepared for

John E. Doe

Policy Number: AA0123456

by

THE LAFAYETTE LIFE INSURANCE COMPANY

1905 Teal Road P.O. Box 7007

Lafayette, Indiana 47903

on

January 1, 2009

Alan S. Werner

Happy

Indiana 47908

CONTRACT SUMMARY

Policy Number: AA0123456

Policy Date: January 1, 2009

Annuitant: JOHN E. DOE
Age and Sex: 35 Male

Withdrawal Charge Period: 5 Years
Maturity Date: January 1, 2069

Benefit Description: Single Premium Deferred Annuity Policy
Form Number: SPDA 08

Single Premium: \$100,000.00
Premium Tax: NONE
Net Single Premium: \$100,000.00

Minimum Interest Rates:

Policy Year

1	5.00%
2	5.00%
3	5.00%
4	5.00%
5	5.00%
6	2.00%
7	2.00%
8	2.00%
9	2.00%
10	2.00%
11 and later	3.00%

The guaranteed minimum values shown on page 4 of the policy are further described on page 3 of this contract summary.

The guaranteed minimum values assume that the net single premium is paid on the policy date. They are based on the net single premium for this policy, the applicable annual effective minimum interest rates and any cost of supplemental benefits included in this policy on the policy date.

During the first 5 policy years, interest will be credited to this policy at the annual effective minimum interest rates applicable to such policy years. Thereafter, the annual effective interest rates actually used to calculate the interest credited to this policy will be declared by Lafayette Life in advance of each successive policy year, and these rates are guaranteed not to change during such policy years.

This contract summary assumes that the net single premium has been paid on the policy date, that no partial withdrawals have been made, that no additional supplemental benefits are added after the policy date, and that the contract has not been surrendered.

Withdrawal charges apply for the first 5 policy years. If you surrender or make a partial withdrawal while the withdrawal charges apply, your policy value will be reduced by the amount withdrawn and the applicable withdrawal charge. The withdrawal charge is a percentage of the amount of the withdrawal. The withdrawal charge percentage declines each policy year. The percentages are: 8%, 7%, 6%, 4% and 2% for policy years 1 through 5, respectively. Ten percent of your policy value as calculated at the beginning of the policy year may be withdrawn without a withdrawal charge. Cumulative withdrawals in one policy year of more than 10% of the policy value may be subject to withdrawal charges. All or some of the amount withdrawn may be subject to income tax and, if before age 59 ½, an additional 10% income tax penalty.

CONTRACT SUMMARY

Policy Number: AA0123456

GUARANTEED MINIMUM VALUES* AND DEATH BENEFITS

On January 1	Attained Age	(1) Guaranteed Policy Value	(2) Free Withdrawal Amount =0.1x(1)	(3) Withdrawal Charge Percentage	(4) Withdrawal Charge =[(1)-(2)]x(3)	(5) Guaranteed Surrender Value =(1)-(4)	Guaranteed Death Benefit
2009**	35	100,000.00	10,000.00	8%	7,200.00	92,800.00	100,000.00
2010	36	105,000.00	10,500.00	7%	6,615.00	98,385.00	105,000.00
2011	37	110,250.00	11,025.00	6%	5,953.50	104,296.50	110,250.00
2012	38	115,762.50	11,576.25	4%	4,167.45	111,595.05	115,762.50
2013	39	121,550.63	12,155.06	2%	2,187.91	119,362.71	121,550.63
2014	40	127,628.16				127,628.16	127,628.16
2015	41	130,180.72				130,180.72	130,180.72
2016	42	132,784.33				132,784.33	132,784.33
2017	43	135,440.02				135,440.02	135,440.02
2018	44	138,148.82				138,148.82	138,148.82
2019	45	140,911.80				140,911.80	140,911.80
2029	55	189,373.67				189,373.67	189,373.67
2034	60	219,535.99				219,535.99	219,535.99
2039	65	254,502.38				254,502.38	254,502.38
2044	70	295,038.01				295,038.01	295,038.01

If the policyowner and/or the annuitant dies prior to the policy's maturity, the policy value on the date of death will be payable to the beneficiary.

Monthly annuity payments for a guaranteed period of 10 years and life thereafter:

If Annuity Payments Begin at Age	Guaranteed Monthly Income ***
55	\$664.70
60	\$871.56
65	\$1,163.08
70	\$1,569.60

In addition to the single life income with a 10 year guaranteed period set forth above, the contract provides for other pay-out options on maturity which include, but are not limited to, single life income with different guaranteed periods or no guaranteed period and joint & survivor life income.

*** These guaranteed minimum values are as of the specific dates shown. The guaranteed minimum surrender value will not exceed the premium paid until the second policy year. Therefore, if the policy is surrendered, it may result in a loss if it is kept for only a short period of time.**

** This is the policy date.

*** This guaranteed monthly income is based on the minimum income table in the policy and the guaranteed minimum surrender value at each indicated age. It assumes that the net single premium has been paid on the policy date, that no partial withdrawals have been made, that no additional supplemental benefits are added after the policy date, and that the contract has not been surrendered.

The Lafayette Life Insurance Company offers a wide variety of individual life insurance and annuity products, including whole life, senior age whole life, term life, universal life, immediate annuities, and indexed universal life and annuities. We also serve small to medium-sized businesses by offering qualified pension plan products and services, as well as group life and ancillary products. Our financial strength ratings are: A.M. Best A++ for Superior financial strength, operating performance and market profile (highest of 16 ratings; rating held since June 2005); Standard & Poor's AA+ for Very Strong financial security characteristics (second highest of 21 ratings; rating held since August 2005); and Fitch AA+ for Very Strong insurer financial strength (second highest of 24 ratings; rating held since June 2005).



Insurance products and annuities are not a deposit or other obligation of, or guaranteed by, the bank or any affiliate of the bank; Insurance products and annuities are not insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency of the United States, the bank, or any affiliate of the bank. This product, or certain features of this product, may not be available in all states. Please refer to the contract for complete terms and conditions. Please consult your personal advisor for any needed legal, tax or accounting advice.

Five and Five

Single Premium Deferred Annuity



**Lafayette Life
Insurance Company**

A member of Western & Southern Financial Group

The Lafayette Life Insurance Company

1905 Teal Road

Lafayette, IN 47905

1-800-243-6631

www.llic.com



**Lafayette Life
Insurance Company**

A member of Western & Southern Financial Group

The Five and Five Single Premium Deferred Annuity (SPDA-08)

Annuities can play an important role in planning for retirement. The growth in the annuity is tax-deferred which means you do not pay taxes on the interest it earns until it is paid to you. Many annuities also provide fixed interest rates declared in advance. This annuity provides steady, predictable growth allowing you to more accurately plan for specified amounts in the future.

Annuities can also play an important role in managing your income in retirement. You may leave the annuity alone and simply let it continue to accumulate in retirement or you may withdraw portions of the annuity as needed. You may also use the annuity to provide you a guaranteed income for either a specified period or for your lifetime.

The Five and Five Single Premium Deferred Annuity

This annuity is a fixed annuity allowing you to plan more accurately for amounts of money to be available to you in the future. The initial interest rate is guaranteed not to change for the first five policy years. After this period, the interest rate will change annually. The interest rate will not be less than 2% for the first 10 policy years or 3% thereafter.

Withdrawals and Withdrawal Charges

You may withdraw during the policy year up to 10% of the policy value at the beginning of each policy year without incurring any withdrawal charges. We take a withdrawal charge if you withdraw amounts before the end of the fifth policy year in excess of the 10% free withdrawal amount. The withdrawal charge is a percentage of the amount withdrawn in excess of the free withdrawal amount. The withdrawal charge percentage declines each policy year as follows:

Policy Year	1	2	3	4	5	6+
Charge	8%	7%	6%	4%	2%	0%

Fees, Expenses and Other Charges

You may elect to add some supplemental benefit to this annuity, and there may be a charge for this benefit. If you do not have any supplemental benefits, there are no other fees or charges for this annuity.

Income Benefits

This annuity provides several annuity income payment options. Within the first five policy years we will waive any withdrawal charges if you wish to take a life income option. After the first five years you may elect to start receiving income payouts under one of the following:

- Single Life Income that guarantees an income for as long as you live.
- Single Life Income with a guaranteed period where payments are guaranteed to be made over a specified period and will continue over your lifetime if it exceeds the guaranteed period.
- Joint and Survivor Life Income guarantees payment for your lifetime and the lifetime of another payee (usually a spouse).
- Specified Period Installment Income pays an income for that period.
- Specified Amount Installment Income pays a specified amount until the entire policy value is paid.

Death Benefit

If you die before we start income payouts from the annuity, we pay the policy value of this annuity to your beneficiary. The policy value of this annuity is the single premium plus interest less the cost of any supplemental benefits less any partial withdrawals and withdrawal charges. If you die after the payout starts, we will pay the remaining value, if any, to the beneficiary as provided for in the payment plan selected.



Insurance Company

Law Department Fax – (765) 477-3212
 1905 Teal Road • P.O. Box 7007 • Lafayette, Indiana 47903
 1-800-443-8793 • (765) 477-7411 • www.lafayettelife.com

October 29, 2008

Arkansas Department of Insurance

RE: NEW INDIVIDUAL ANNUITY FILING
Single Premium Deferred Annuity Policy
Form No.: SPDA-08
The Lafayette Life Insurance Company, NAIC # 65242, FEIN # 35-0457540

Attached for your consideration and approval is the above-captioned annuity policy and disclosure form. These forms are a new submission and will not be replacing any forms previously approved for use in your state. These forms are being submitted to you in final print format. However, although the wording and text size of the documents will not differ, the formatting and font may vary for reasons not limited to the parameter settings of the printer being used, the web browser settings and the respective capabilities of each.

Form SPDA-08 will be available for issue ages 0-85 in both our qualified and non-qualified markets.

This form has an initial interest earning period beginning on the policy date, continuing for one to ten years. The initial interest earning period is immediately followed by additional interest earning periods of one year, in succession. The initial interest rate(s) is (are) guaranteed not to change during the initial interest earning period. The interest rates for additional interest earning periods will be declared in advance for each interest earning period, and will not change during such period. No interest rate will be less than the applicable annual effective minimum interest rates.

There will be a withdrawal charge on any withdrawal in excess of the free withdrawal amount made during the withdrawal charge period. The withdrawal charges are shown on the Policy Schedule, page 5, and are as follows:

Policy Year	Withdrawal Charge Period (WCP)									
	1	2	3	4	5	6	7	8	9	10
1	5%	6%	7%	8%	8%	8%	8%	9%	9%	9%
2		5	5	7	7	7	7	8	8	9
3			3	5	6	6	6	7	7	8
4				3	4	5	5	6	6	7
5					2	4	4	5	5	6
6						2	3	4	4	5
7							2	3	3	4
8								2	2	3
9									1	2
10										1

The withdrawal charge period will be at least as long as the initial interest earning period.

Also attached to assist you in your review are: application form 1460-B AR, which was approved in your state on September 29, 2004; an actuarial memorandum applicable to this policy; advertising applicable to this policy; a Contract Summary; and an Annual Report, along with any certifications, filing fees or additional documentation required by your state's form filing laws and/or regulations.

We are hopeful these forms may be approved for use in your state. However, should you require anything further, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Kate Donnoe". The signature is written in a cursive, flowing style.

Kate Donnoe, FLMI, PCS, AIRC, AIAA, ARA
Senior Compliance Analyst
kate.donnoe@llic.com
765-477-3327

Statement of Variability

Policy Form SPDA-08

POLICY DATA – Page 3

Policy Number: The policy prefix will be “AA” for this form.

Policy Date: The policy must be dated prior to or on the 28th of any month.

Annuitant: The Annuitant may or may not be the same as the Owner.

Age: The age of the Annuitant on the policy date must be between 0 and 85 years old.

Sex: This policy may be issued with either a “Male” or a “Female” as the Annuitant.

Owner: The Owner may or may not be the same as the Annuitant.

Single Premium: The minimum single premium accepted for nonqualified policies is \$5,000, while the minimum for qualified policies is \$2,000. The maximum single premium accepted without prior company approval is \$1,000,000.

Premium Tax Rate: At present time, Lafayette Life will pay all applicable state premium taxes. Therefore, this field will be “None” for all issue states until changed.

Premium Tax: This will be a calculation.

If **Premium Tax Rate** = “None”

Then **Premium Tax** = “None”

Else **Premium Tax** = **Single Premium** x **Premium Tax Rate**

Net Single Premium: This will be a calculation.

If **Premium Tax** = “None”

Then **Net Single Premium** = **Single Premium**

Else **Net Single Premium** = **Single Premium** - **Premium Tax**

Initial Interest Rate(s): This will be a set of annual effective interest rates that are established prior to the issue of the policy. These rates may be level or may vary over the Initial Interest Earning Period. Any individual rate in the set may not be less than 2%.

Initial Interest Earning Period: This period designates the number of years (n between 1 and 10) that rates have been declared and guaranteed prior to policy issue. If n is 1, then this will read “First policy year.” This will be stated as “First n policy years,” if n is between 2 and 10.

Maturity Date: This will be the annual date next following the Annuitant’s 95th birthday.

MINIMUM INTEREST RATE TABLE – Page 3

Minimum Interest Rate: For the Initial Interest Earning Period, this will display the annual effective Initial Interest Rate(s). Otherwise, this will be 2% for the first 10 policy years and 3% thereafter.

Statement of Variability

Policy Form SPDA-08

TABLE OF GUARANTEED MINIMUM VALUES – Page 4

Guaranteed Policy Value: This will be a calculation on each annual date beginning on the first policy anniversary and extending to the Maturity Date.

$$\text{Guaranteed Policy Value}(1) = \text{Net Single Premium} \times [1 + i(1)]$$

$$\text{Guaranteed Policy Value}(t) = \text{Guaranteed Policy Value}(t-1) \times [1 + i(t)]$$

where t is the number of years since issue, and

i(t) is the **Minimum Interest Rate** for the tth policy year.

Guaranteed Surrender Value: This will be a calculation on each annual date beginning on the first anniversary and extending to the Maturity Date.

$$\text{Guaranteed Surrender Value}(t) = \text{Guaranteed Policy Value}(t) - \text{WC}(t), \text{ and}$$

$$\text{WC}(t) = 90\% \text{ of } \text{Guaranteed Policy Value}(t) \times \text{wcp}(t)$$

where t is the number of years since issue, and

WC(t) is the withdrawal charge on the tth anniversary, and

wcp(t) is the withdrawal charge percentage on the tth anniversary.

Fixed Single-Premium Deferred Annuity Disclosure (SPDA-08)

This document reviews important points to think about before you buy this annuity. This annuity is a single-premium annuity, which means you buy it with one premium (payment). It is a fixed annuity, which means that the interest rate(s) used to determine the interest credited to this annuity will be declared in advance and will not be lower than the minimum interest rates specified in this annuity. This annuity is deferred, which means income payments to the annuitant are delayed to a specified future date. The term “you” or “your” in this document means the proposed owner of the annuity.

You can use an annuity to save money for retirement and to receive retirement income for life. It is **not** meant to be used to meet short-term financial goals.

If you have questions about this annuity, please contact your agent, or our Customer Service Department at 800-243-6631.

THE ANNUITY CONTRACT

How will the value of my annuity grow?

Under the annuity, your single premium will be credited daily with tax-deferred interest at annual effective rates declared by us that are guaranteed not to change during the first five policy years, but may change following this period. This initial guarantee period is referred to as the initial interest earning period, and the interest rates earned during this period are referred to as the initial interest rates.

The initial interest earning period will be immediately followed by additional interest earning periods of one policy year each, in succession. We will declare in advance the annual effective interest rate for each successive additional interest earning period. In addition, we guarantee that the interest rate that applies to an additional interest earning period will not change during such period, but may change following the period.

Whether interest rates are initial interest rates or interest rates for additional interest earning periods, we guarantee that the declared rates will not be less than 2% for the first 10 policy years, or 3% thereafter. Subject to these limits, these interest rates are subject to change as described above.

While the annuity is in force, it is guaranteed to grow if no partial withdrawals are taken.

BENEFITS

How do I get income (payouts) from my annuity?

On the maturity date of your annuity, if the annuity is then in effect, you will start to get income from the annuity as payee if you are the annuitant. If you are not the annuitant, the annuitant will get the income as

payee. The annuity provides annuity payout options that are based on your policy value on the maturity date. The maturity date for the annuity will be the policy anniversary next following the annuitant's 95th birthday, unless you change it in accordance with the annuity. The payout option choices, which may also be called the payment plans, include:

- **Single Life Income:** Guarantees income for as long as the payee lives.
- **Single Life Income with Guaranteed Period:** Equal payouts are made for a selected guaranteed period and thereafter during the lifetime of the payee.
- **Joint and Survivor Life Income:** Guarantees income for as long as the payee or other joint payee (usually a spouse) lives.
- **Specified Period Installment Income:** Pays income for that period.
- **Specified Amount Installment Income:** Pays income of specified amount until entire policy value is paid.
- **Lump Sum:** One payout.

What happens after I die?

If you die before maturity (i.e., before we start income payouts from the annuity), we pay the policy value of this annuity to the beneficiary as a death benefit. If you are not the annuitant, and the annuitant dies before maturity (i.e., before we start income payouts from the annuity), we pay the policy value of the annuity to the beneficiary as a death benefit. If you are the annuitant and you die after the payouts start, depending on the type of payout you choose, we pay the remaining value, if any, to the payee as provided for in the payment plan selected. If you are not the annuitant and the annuitant dies after the payouts

start, we will pay any remaining balance to the payee as provided for in the payment plan selected.

Any death benefit that we pay under the annuity is the policy value. The policy value is the single premium; plus interest earned on the single premium; less the cost of any supplemental benefits; and less any partial withdrawals and withdrawal charges.

FEES, EXPENSES & OTHER CHARGES

What happens if I take out some or all of the money from my annuity?

You cannot take any of the money out of your annuity after the payout begins, unless the payment plan you selected specifically provides otherwise. Before payout begins, you can take out all of your annuity's value (**surrender**) or part of it (**partial withdrawal**). You can take a partial withdrawal as long as you have \$2,000 in policy value remaining in the annuity after the partial withdrawal.

We take a **withdrawal charge** if you withdraw amounts before the end of the fifth policy year that are in excess of the free withdrawal amount. If you surrender or make a partial withdrawal while the withdrawal charges apply, your policy value will be reduced by the amount withdrawn and the applicable withdrawal charge. The withdrawal charge is a percentage of the amount of the withdrawal that is in excess of the free withdrawal amount. The withdrawal charge percentage declines each policy year, as follows:

Policy year	1	2	3	4	5	6+
Withdrawal charge	8%	7%	6%	4%	2%	0%

The free withdrawal amount for a policy year is 10% of the policy value as of the first day of such year. This means in a policy year, you may withdraw without a withdrawal charge up to 10% of your policy value as calculated at the beginning of the policy year. We will waive the withdrawal charges on aggregate withdrawals up to the free withdrawal amount. During the period withdrawal charges apply, aggregate withdrawals in one policy year of more than 10% of the policy value will be subject to withdrawal charges. All or some of the amount withdrawn may be subject to income tax and, if before age 59 ½, an additional 10% income tax penalty. If you take automatic partial withdrawals, the amount of each automatic partial withdrawal must be at least \$100.

Example: If the policy value of your annuity as of the first day of the third policy year is \$10,000, then the first \$1,000 of a \$5,000 withdrawal is not subject to withdrawal charges. Therefore, your withdrawal charge is $\$4,000 \times 0.06 = \240 . If you take out any amount after the end of the fifth policy year, there is no withdrawal charge.

Do I pay any other fees or charges?

If you do not have any supplemental benefits, we will assess no other fees or charges on the annuity. Also, you pay only one premium for your annuity.

TAXES

How will payouts and withdrawals from my annuity be taxed?

This annuity is tax-deferred, which means you do not pay taxes on the interest it earns until the money is paid to you. When you take payouts (if you are also the annuitant) or make a withdrawal, you pay ordinary income taxes on the earned interest. You also pay a 10% federal income tax penalty on earnings you withdraw before age 59 ½. (If the annuity is purchased within an IRA, 401(k), or other tax deferred retirement plan, you may also pay taxes on the premium contributions on the annuity that are paid to you. If distributions from the annuity occur to you prior to age 59 ½, you also pay a 10% federal income tax penalty on the amount of the distributions that are taxable.)

You can exchange one tax-deferred annuity for another without paying taxes on the earnings when you make the exchange. Before you do, compare the benefits, features, and costs of the two annuities. You will pay a withdrawal charge if you make the exchange during the first five years you own this annuity. Also, you may pay a withdrawal charge if you make partial withdrawals from the new annuity during the first years you own it.

Lafayette Life and its agents do not provide legal or tax advice. You should consult a tax advisor about your specific tax situation.

SUPPLEMENTAL BENEFITS

What is the impact of supplemental benefits on my annuity?

If you buy supplemental benefits along with this annuity, the cost of those supplemental benefits will be deducted from the annuity's policy value. This will reduce the amount of the annuity benefit payouts and the death benefit under the annuity by the cost of the supplemental benefits.

OTHER INFORMATION

What else do I need to know?

- Once payouts start, you cannot surrender your annuity. However, if you select a payment plan of Specified Period Installment Income or Specified Amount Installment Income, the annuitant may withdraw any remaining unpaid balance.
- If you do not choose an annuity payout option, we start payouts to the annuitant on the maturity date under the single life income plan with a 10 year guaranteed period. If, however, you are not the annuitant, and you die prior to the maturity date and before the annuitant, then no payouts will be made to the annuitant, but we pay the policy value of the annuity to the beneficiary as a death benefit.
- We may change your annuity contract from time to time to follow federal or state laws and regulations. If we do, we will tell you about the changes in writing.
- We pay the agent, broker, or firm for selling the annuity to you.
- Many states have laws that give you a set number of days to look at an annuity after you buy it. If you decide during that time that you do not want it, you can return the annuity and get all your money back. Read your policy (Page 1) to learn about your **right to return** period.

What should I know about the insurance company?

The Lafayette Life Insurance Company offers a wide variety of individual life insurance and annuity products, including whole life, senior age whole life, term life, universal life, immediate annuities, and indexed universal life and annuities. We also serve small to medium-sized businesses by offering qualified pension plan products and services, as well as group life and ancillary products. Our financial strength ratings are: A.M. Best A++ for Superior financial strength, operating performance and market profile (highest of 16 ratings; rating held since June 2005); Standard & Poor's AA+ for Very Strong financial security characteristics (second highest of 21 ratings; rating held since August 2005); and Fitch AA+ for Very Strong insurer financial strength (second highest of 24 ratings; rating held since June 2005).

The Lafayette Life Insurance Company
1905 Teal Road
P.O. Box 7007
Lafayette, IN 47903
1-800-243-6631
<http://www.llic.com>

This Disclosure provides a general description of the annuity. All benefits described are subject to the terms and conditions of the annuity. If there is any conflict, the provisions of the annuity, and not this general description, shall control.

I have read, understand, and have been given a copy of this Disclosure.

Date

Owner/Applicant's Signature

Owner/Applicant's Printed Name

Agent's Signature

Agent's Printed Name

Instructions to agent: 1) Review this form with the Applicant. 2) Give one copy of this form to the Applicant. 3) Send one copy of this form to the Home Office with the application as confirmation that the above steps were completed.

The Lafayette Life Insurance Company, 1905 Teal Road, P.O. Box 7007, Lafayette, IN 47903, 1-800-443-8793