

SERFF Tracking Number: NALH-125803844 State: Arkansas
Filing Company: Midland National Life Insurance Company State Tracking Number: 40612
Company Tracking Number: AR202A - GMWB RIDER
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: AR202A - GMWB Rider
Project Name/Number: AR202A - GMWB Rider/AR202 - GMWB Rider

Filing at a Glance

Company: Midland National Life Insurance Company

Product Name: AR202A - GMWB Rider SERFF Tr Num: NALH-125803844 State: ArkansasLH
TOI: A10 Annuities - Other SERFF Status: Closed State Tr Num: 40612
Sub-TOI: A10.000 Annuities - Other Co Tr Num: AR202A - GMWB RIDER State Status: Approved-Closed
Filing Type: Form Co Status: Reviewer(s): Linda Bird
Authors: Laurie Christensen, Disposition Date: 10/23/2008
Deanna Hoffman, Stacy Reece, Chris Cairns
Date Submitted: 10/20/2008 Disposition Status: Approved
Implementation Date Requested: Implementation Date:

State Filing Description:

General Information

Project Name: AR202A - GMWB Rider Status of Filing in Domicile: Pending
Project Number: AR202 - GMWB Rider Date Approved in Domicile:
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: 10/23/2008 Deemer Date:
State Status Changed: 10/23/2008
Corresponding Filing Tracking Number:
Filing Description:
RE: MIDLAND NATIONAL LIFE INSURANCE COMPANY
NAIC #431-66044 FEIN #46-0164570

New Submission Product Description

AR202A Guaranteed Minimum Withdraw Benefit (GMWB) Rider

SERFF Tracking Number: NALH-125803844 State: Arkansas
Filing Company: Midland National Life Insurance Company State Tracking Number: 40612
Company Tracking Number: AR202A - GMWB RIDER
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: AR202A - GMWB Rider
Project Name/Number: AR202A - GMWB Rider/AR202 - GMWB Rider

PS202B Rider Specifications Page

We are filing the above forms for your review and consideration for approval. These are new individual forms and do not replace any form currently on file with your department. These forms will be used on a general basis and will be marketed through our regular channels. The forms are laser printed and we reserve the right to change fonts and layouts. No part of this filing contains unusual or possibly controversial items from normal Company or industry standards. Furthermore, Midland National Life assures you that this filing meets the provisions of Rule & Regulation 19, Regulation 49, Bulletin

11-88 and Arkansas Code Ann. 23-79-138.

Form AR202A guarantees a specific amount, called the Lifetime Payment Amount, which can be withdrawn each contract year and guaranteed for the life of the Covered Person named in the Rider, even if the Accumulation Value and Rider Value are both reduced to zero. The above form will be available for use with previously approved annuity contracts and on any annuity contracts we may file for approval in the future. This Rider must be elected at issue.

The Rider Specifications Page will include information regarding the rider. The information bracketed on the Specifications Page is considered to be variable. A statement of variability has been enclosed for additional details regarding the variable information.

If you have further questions concerning this filing, please contact me at 1-877-586-0240 x 35880.

Sincerely,

Laurie Christensen
Product Compliance Analyst

Company and Contact

SERFF Tracking Number: NALH-125803844 State: Arkansas
 Filing Company: Midland National Life Insurance Company State Tracking Number: 40612
 Company Tracking Number: AR202A - GMWB RIDER
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: AR202A - GMWB Rider
 Project Name/Number: AR202A - GMWB Rider/AR202 - GMWB Rider

Filing Contact Information

Laurie Christensen, Product Analyst lkchristensen@mnlife.com
 4601 Westown Parkway (877) 586-0240 [Phone]
 West Des Moines, IA 50266 (877) 586-0240[FAX]

Filing Company Information

Midland National Life Insurance Company	CoCode: 66044	State of Domicile: Iowa
525 W. Van Buren Street	Group Code: 431	Company Type: Life and Annuity
Chicago, IL 60607	Group Name:	State ID Number:
(800) 800-3656 ext. [Phone]	FEIN Number: 46-0164570	

Filing Fees

Fee Required? Yes
 Fee Amount: \$40.00
 Retaliatory? No
 Fee Explanation: 2 forms @ \$20 = \$40.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Midland National Life Insurance Company	\$40.00	10/20/2008	23340927

SERFF Tracking Number: NALH-125803844 State: Arkansas
Filing Company: Midland National Life Insurance Company State Tracking Number: 40612
Company Tracking Number: AR202A - GMWB RIDER
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: AR202A - GMWB Rider
Project Name/Number: AR202A - GMWB Rider/AR202 - GMWB Rider

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	10/23/2008	10/23/2008

SERFF Tracking Number: NALH-125803844 State: Arkansas
Filing Company: Midland National Life Insurance Company State Tracking Number: 40612
Company Tracking Number: AR202A - GMWB RIDER
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: AR202A - GMWB Rider
Project Name/Number: AR202A - GMWB Rider/AR202 - GMWB Rider

Disposition

Disposition Date: 10/23/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: NALH-125803844 State: Arkansas
 Filing Company: Midland National Life Insurance Company State Tracking Number: 40612
 Company Tracking Number: AR202A - GMWB RIDER
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: AR202A - GMWB Rider
 Project Name/Number: AR202A - GMWB Rider/AR202 - GMWB Rider

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Readability Certification		Yes
Supporting Document	Actuarial Memorandum		No
Supporting Document	Statement of Variability		Yes
Form	GMWB Rider MNL		Yes
Form	GMWB Spec Page MNL		Yes

SERFF Tracking Number: NALH-125803844 State: Arkansas
 Filing Company: Midland National Life Insurance Company State Tracking Number: 40612
 Company Tracking Number: AR202A - GMWB RIDER
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: AR202A - GMWB Rider
 Project Name/Number: AR202A - GMWB Rider/AR202 - GMWB Rider

Form Schedule

Lead Form Number: AE202A

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	AR202A	Policy/Cont	GMWB Rider MNL ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50	AR202A- GMWB Rider 10.17.08 FINAL.pdf
	PS202B	Schedule Pages	GMWB Spec Page MNL	Initial		50	PS202B GMWB 10.17.08 FINAL.pdf



A Stock Company

Principal Office: 4601 Westown Parkway, Suite 300, West Des Moines, IA 50266 ♦ (515) 440-5500

Executive Office: One Midland Plaza, Sioux Falls, SD 57193 ♦ (800) 923-3223

Guaranteed Minimum Withdrawal Benefit (GMWB) Rider

This Rider is effective on the GMWB Issue Date, as shown on the Rider Specifications Page. This Rider is a part of the Contract to which it is attached. In the case of a conflict with any provision in the Contract, the provisions of this Rider will control.

The following words used in this Rider are shown on the Rider Specifications Page of Your Contract and are capitalized when used in this Rider.

Bonus Credit Amount
Bonus Credit Availability
Bonus Credit Percentage
Bonus Credit Period
Covered Person
Effect of Spousal Continuance
GMWB Charge
GMWB Cost
GMWB Issue Date
GMWB Value Step-Up Date
GMWB Value Partial Surrender Allowance
Initial GMWB Value
Lifetime Payment Election Date
Lifetime Payment Percentage
Maximum GMWB Value
Spousal Continuance

GUARANTEED MINIMUM WITHDRAWAL BENEFIT

This Rider provides for a Guaranteed Minimum Withdrawal Benefit prior to the Maturity Date of the Contract to which this Rider is attached. This Rider guarantees that You may take a Partial Surrender of an amount up to the Lifetime Payment Amount each Contract Year during the life of the Covered Person even if Your Contract Accumulation Value and GMWB Value are reduced to zero.

DEFINITIONS

The following definitions are applicable to this Rider only:

Attained Age: Attained Age means age of the Covered Person as of the last birthday. If there are joint Covered Persons, the Attained Age shall mean the age of the younger joint Covered Person on his or her last birthday.

Covered Person: The Covered Person is the Annuitant of the Contract to which this Rider is attached and is the person whose life is used to determine the Lifetime Payment Amount. If there are joint Annuitants of the Contract to which this Rider is attached, those Annuitants will be joint Covered Persons for this Rider and all references to Covered Person shall mean both of the joint Covered Persons. The Covered Person is shown on the Rider Specifications Page.

GMWB Value: The GMWB Value is used for purposes of calculating the Lifetime Payment Amount. The GMWB Value cannot be withdrawn in a lump sum. The Initial GMWB Value is shown on the Rider Specifications Page.

GMWB Value Step-Up: An increase of the GMWB Value if the Contract Accumulation Value exceeds the GMWB Value. The GMWB Value Step-Up will occur on the GMWB Value Step-Up Date, as shown on the Rider Specifications Page.

Lifetime Payment Amount: The Lifetime Payment Amount is guaranteed to be available each Contract Year during the life of the Covered Person while this Rider is in effect, provided total Partial Surrenders in the Contract Year do not exceed the GMWB Value Partial Surrender Allowance. The Lifetime Payment Amount is only available after the Lifetime Payment Election Date. The Lifetime Payment Amount is not subject to any Surrender Charge. The Lifetime Payment Amount includes but is not in addition to any Penalty-Free Partial Surrender provided by the Contract.

Lifetime Payment Election Date: The date on which the Lifetime Payment Amount begins, as explained on the Rider Specifications Page.

Lifetime Payment Percentage: The Lifetime Payment Percentage, as shown on the Rider Specifications Page is used in the calculation of the Lifetime Payment Amount.

CALCULATION OF GMWB VALUE

The Initial GMWB Value on the GMWB Issue Date is shown on the Rider Specifications Page. Each time an additional premium is received, the GMWB Value will increase by the amount of that additional premium. As detailed below, the GMWB Value will also increase as a result of a Bonus Credit or a GMWB Value Step-Up and will decrease as a result of any Partial Surrender. The GMWB Value will never exceed the Maximum GMWB Value, as shown on the Rider Specifications Page.

Effect of Bonus Credit

The applicable Bonus Credit Period, the Bonus Credit Percentage and the Application of Bonus Credit criteria are shown on the Rider Specifications Page. The Bonus Credit is applied according to the Bonus Credit Availability section of the Rider Specifications Page. The Bonus Credit Amount is calculated as shown on the Rider Specifications Page. At the time of calculation, the Bonus Credit Amount is added to the GMWB Value.

Effect of GMWB Value Step-Up

On the GMWB Value Step-Up Date, if the Contract Accumulation Value is greater than the GMWB Value (after any applicable Bonus Credit Amount), then the GMWB Value will be increased to an amount equal to the Contract Accumulation Value.

Effect of Partial Surrender

The GMWB Value will be reduced by the amount of the Partial Surrender, provided total Partial Surrenders during a Contract Year are less than the GMWB Value Partial Surrender Allowance.

Once total Partial Surrenders during a Contract Year have exceeded the GMWB Value Partial Surrender Allowance, each subsequent Partial Surrender will reduce the GMWB Value by the same proportion that the Partial Surrender reduced the Accumulation Value of the Contract at the time of the Partial Surrender.

Partial Surrenders in excess of the GMWB Value Partial Surrender Allowance may be subject to Surrender Charges.

LIFETIME PAYMENT AMOUNT

On the Lifetime Payment Election Date, the Lifetime Payment Amount is equal to:

- (1) The Lifetime Payment Percentage, as shown on the Rider Specifications Page; multiplied by
- (2) The GMWB Value on the Lifetime Payment Election Date.

The Lifetime Payment Amount may increase as a result of additional premiums or GMWB Value Step-Up, and may decrease as a result of Partial Surrenders in excess of the GMWB Value Partial Surrender Allowance.

In order to receive the Lifetime Payment Amount, the Covered Person must be living on the date of each payment. We reserve the right to require proof that this condition is met. We reserve the right to recover from the Owner or his/her estate any payments made after the death of the Covered Person.

The Lifetime Payment Amount is not subject to any Surrender Charge. The Lifetime Payment Amount includes, but is not in addition to, any Penalty-Free Partial Surrender provided by the Contract.

If You choose not to withdraw the full Lifetime Payment Amount available in any Contract Year, the remaining Lifetime Payment Amount cannot be carried forward to a future Contract Year.

Effect of Additional Premium

Each time an additional premium is received after the Lifetime Payment Election Date, the Lifetime Payment Amount will equal the greater of:

- (1) the Lifetime Payment Amount immediately prior to the additional premium; or
- (2) the lesser of:
 - (a) the Lifetime Payment Percentage, as shown on the Rider Specifications Page; multiplied by the GMWB Value immediately after the additional premium; or
 - (b) the additional premium multiplied by the Lifetime Payment Percentage, as shown on the Rider Specifications Page; plus the Lifetime Payment Amount immediately prior to the additional premium.

Effect of GMWB Value Step-Up

On each Contract Anniversary after the Lifetime Payment Election Date, the Lifetime Payment Amount will equal the greater of:

- (1) the current Lifetime Payment Amount; or
- (2) the Lifetime Payment Percentage, as shown on the Rider Specifications Page; multiplied by the current GMWB Value, after any GMWB Value Step-Up.

Effect of Partial Surrender

During a Contract Year, if the total Partial Surrenders are less than the GMWB Value Partial Surrender Allowance, the Lifetime Payment Amount will not change as a result of the Partial Surrenders.

During a Contract Year, once the total Partial Surrenders have exceeded the GMWB Value Partial Surrender Allowance, then at the time of each subsequent Partial Surrender, the Lifetime Payment Amount will be automatically reset to equal the lesser of:

- (1) The Lifetime Payment Amount immediately prior to the Partial Surrender; or
- (2) The Lifetime Payment Percentage, as shown on the Rider Specifications Page; multiplied by the greater of:
 - (a) The Contract Accumulation Value immediately after the Partial Surrender; or
 - (b) The GMWB Value immediately after the Partial Surrender.

EFFECT OF DEATH OF OWNER OR ANNUITANT

Upon death of an Owner, this Rider will terminate unless the Contract is continued pursuant to the Spousal Continuation provision of the Contract.

If there are joint Covered Persons, upon the first death of a Covered Person, this Rider will continue when the Contract continues and there will be no change to the Lifetime Payment Amount. Upon the second death of a Covered Person, this Rider will terminate.

Effect of Spousal Continuation

Upon the death of an individual Covered Person who is also the Owner of the Contract, this Rider will terminate, unless the Contract is continued pursuant to the Spousal Continuation provision of the Contract. If the Contract is continued under the Spousal Continuation provision, the GMWB Rider will continue only if the surviving spouse is the sole beneficiary.

If the Contract and Rider are continued pursuant to the Spousal Continuation provision of the Contract, the GMWB Cost will continue (see the GMWB COST provision).

See Rider Specifications Page for details on Spousal Continuation.

SETTLEMENT PHASE

This Rider will enter the Settlement Phase when the contract Accumulation Value equals zero and the GMWB Value or Lifetime Payment Amount is still greater than zero. The Contract will continue but all other rights and benefits under the Contract, including death benefits, will terminate and additional premiums will not be accepted. The GMWB Charge will not be deducted during the Settlement Phase.

Settlement payments of an amount no greater than the Lifetime Payment Amount will automatically be paid to You each Contract Year during the life of the Covered Person. The settlement payments will be paid no less frequently than annually.

See Rider Specifications Page for details on Spousal Continuance.

GMWB COST

The GMWB Charge is shown on the Rider Specifications Page.

If the Contract and/or this Rider are terminated during a Contract Year, there will be no GMWB Cost after the Termination date.

MATURITY DATE OF CONTRACT

On the Maturity Date of the Contract to which this Rider is attached, You may choose between the following two options:

- (1) elect a Contract Pay-Out Option; or
- (2) continue this GMWB Rider.

If You elect a Contract Pay-Out Option, this GMWB Rider will terminate. If You elect to continue this Rider, the Contract will terminate and the Lifetime Payment Amount will continue to be paid out for the life of the Covered Person.

TERMINATION

This Rider will terminate:

- (1) upon death of the Annuitant, unless there are joint Annuitants, then upon second death of the joint Annuitants; or
- (2) upon death of the Owner, if Spousal Continuation as provided for under the Contract, is not elected; or
- (3) on the Maturity Date if a Pay-Out Option is elected (see MATURITY DATE OF CONTRACT provision); or
- (4) upon full Surrender of the Contract; or
- (5) upon the date annuity payments begin under the Contract; or
- (6) on the date the Contract Accumulation Value, the GMWB Value and the Lifetime Payment Amount all equal zero; or
- (7) upon issuance of a loan on the Contract to which this Rider is attached; or
- (8) if You provide Us Written Notice requesting Termination of this Rider; or
- (9) on the date the Contract to which this Rider is attached terminates.

Once terminated, this Rider may not be reinstated.

MISCELLANEOUS

Except as modified by this Rider, the provisions of the Contract also apply to this Rider.


President


Secretary

RIDER SPECIFICATIONS PAGE

GUARANTEED MINIMUM WITHDRAWAL BENEFIT (GMWB) RIDER

Covered Person: [John Doe, Jane Doe]
GMWB Issue Date: [01/15/08]
Lifetime Payment Election Date:

- [Upon Notification from You]
- [The date must be at least [12 months] after the GMWB Issue Date;]
- [The date must be after Attained Age [50]]

Initial GMWB Value: [\$50,000.00]
Maximum GMWB Value: [\$5,000,000]
GMWB Value Step-Up Date [Each Contract Anniversary after GMWB Issue Date until Attained Age [80]]

[BONUS CREDIT]		
Bonus Credit Period: [Contract Years [1]–[10] from GMWB Issue Date]	Bonus Credit Percentage: [7.5]%	Bonus Credit Election: [This is an automatic Bonus Credit Period]
[Contract Years [11]–[20] Years from GMWB Issue Date]	[7.5]%	[You must notify Us to request this Elected Bonus Credit Period. The GMWB Charge will apply, as shown below.]
[Contract Years [21]–[30] Years from GMWB Issue Date]	[7.5]%	[You must notify Us to request this Elected Bonus Credit Period. The GMWB Charge will apply, as shown below.]
Bonus Credit Availability: [Before Lifetime Payment Election Date]:		[Available each Contract Year a Partial Surrender is not taken or each Contract Year only the RMD* is taken] or [Available each Contract Year a Partial Surrender is not taken]
[After Lifetime Payment Election Date]		[Bonus Credit is not available]
Bonus Credit Amount:		[On each Contract Anniversary, Bonus Credit Percentage when available multiplied by the current GMWB Value]

[GMWB CHARGE]

[GMWB Charge With Automatic Bonus Credit Period]:

[GMWB Charge Start Date:] [GMWB Issue Date]	[GMWB Charge End Date:] [Termination of the Rider]	[GMWB Charge:] [0.50]%
---	---	----------------------------------

[GMWB Charge With Elected Bonus Credit Period]:

[GMWB Charge Start Date:] [GMWB Issue Date]	[GMWB Charge End Date:] [[10] Contract Years after GMWB Issue Date]	[GMWB Charge:] [0.50]%
[Beginning Contract Year [11] after GMWB Issue Date]	[[20] Contract Years after GMWB Issue Date]	[declared beginning of Contract Year [11]; maximum charge of [1.50]%]
[Beginning Contract Year [21] after GMWB Issue Date]	[Termination of the Rider]	[declared beginning of Contract Year [21]; maximum charge of [1.50]%]

[GMWB Cost: [On each Contract Anniversary, GMWB Charge multiplied by the current GMWB Value]. [The GMWB Cost will be withdrawn as a Partial Surrender from the Accumulation Value on [each Contract Anniversary] as long as this Rider remains in effect.]

GMWB VALUE PARTIAL SURRENDER

GMWB Value Partial Surrender Allowance:

[Before Lifetime Payment Election Date]:	[RMD*] or [\$0.00]
[After Lifetime Payment Election Date]:	[greater of RMD* or Lifetime Payment Amount] [Lifetime Payment Amount]

[*Partial Surrenders on and after age 70½ shall satisfy the Required Minimum Distribution (RMD) requirements of the Internal Revenue Code of 1986 as amended.]

LIFETIME PAYMENT PERCENTAGE

[The Lifetime Payment Percentage is based on the Covered Person's current Attained Age on the Lifetime Payment Election Date.] [Thereafter, the Lifetime Payment Percentage is based on the Covered Person's Attained Age on the most recent Contract Anniversary.]

INDIVIDUAL COVERED PERSON		JOINT COVERED PERSONS (based on age of younger Covered Person)	
Attained Age of Covered Person	Lifetime Payment Percentage	Attained Age of Covered Person	Lifetime Payment Percentage
[40-44	[3.0%	[40-44	[2.0%
45-49	3.5%	45-49	2.5%
50-54	4.0%	50-54	3.0%
55-59	4.5%	55-59	3.5%
60-64	5.0%	60-64	4.0%
65-69	5.5%	65-69	4.5%
70-74	6.0%	70-74	5.0%
75-79	6.5%	75-79	5.5%
80-84	7.0%	80-84	6.0%
85-89	7.5%	85-89	6.5%
90+]	8.0%]	90+]	7.0%]

[SPOUSAL CONTINUANCE]

EFFECT OF SPOUSAL CONTINUANCE:

[Lifetime Payment Election Date Occurs Before Spousal Continuanace]:

[Lifetime Payment Amount at the time of Spousal Continuanace will be paid to the surviving spouse until the earlier of the GMWB Value equals zero or upon death of surviving spouse].

[Lifetime Payment Election Date Occurs After Spousal Continuanace]:

[The Lifetime Payment Amount for the surviving spouse will be determined based on the surviving spouse's attained age on the Lifetime Payment Election Date and the Lifetime Payment Amount is paid until the earlier of the GMWB Value equals zero or upon death of surviving spouse.]

[Bonus Credit Availability During Spousal Continuanace]:

[Eligible for any remaining Bonus Credit Amounts]

[GMWB Value Step-Up Availability During Spousal Continuanace]:

[Eligible for any GMWB Value Step-Ups]

[Spousal Continuanace During Settlement Phase]:

[If Rider is in Settlement Phase, Spousal Continuanace is not available]

SERFF Tracking Number: NALH-125803844 State: Arkansas
Filing Company: Midland National Life Insurance Company State Tracking Number: 40612
Company Tracking Number: AR202A - GMWB RIDER
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: AR202A - GMWB Rider
Project Name/Number: AR202A - GMWB Rider/AR202 - GMWB Rider

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: NALH-125803844 State: Arkansas
Filing Company: Midland National Life Insurance Company State Tracking Number: 40612
Company Tracking Number: AR202A - GMWB RIDER
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: AR202A - GMWB Rider
Project Name/Number: AR202A - GMWB Rider/AR202 - GMWB Rider

Supporting Document Schedules

Review Status:
Satisfied -Name: Certification/Notice 09/04/2008
Comments:
Please see General Information Tab, Filing Description for information.

Review Status:
Satisfied -Name: Readability Certification 10/20/2008
Comments:
Attachment:
ReadabilityCert AR202A 03.03.08.pdf

Review Status:
Satisfied -Name: Statement of Variability 10/20/2008
Comments:
Attachment:
Statement of Var PS202B 10.17.08 FINAL.pdf

CERTIFICATE OF READABILITY
Midland National Life Insurance Company

Name of Company

This is to certify that the forms listed below are in compliance with Public Act 79-300.

A. Option Selected

- 1. Policy and its related forms are scored for the Flesch reading ease test as one unit and the combined score is listed below.
- 2. Policy and its related forms are scored separately for the Flesch reading ease test. Scores for the policy and each form are indicated below:
- 3. Form and Form Numbers to which Certification is Applicable:

Form

GMWB Rider

Form Number

AR202A

Flesch Score

50.0
combined with
contract

Test Option Selected

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

C. Standards for Certification

A checked block indicates the standard has been achieved:

- 1. The policy text achieves a minimum score of 45 on the Flesch reading ease test in accordance with the option chosen in Section A above.
- 2. It is printed in not less than ten point type, one point leaded. (This does not apply to specification pages, schedules and tables.)
- 3. The layout and spacing of the policy separate the paragraphs from each other and from the border of the paper.
- 4. The section titles are captioned in bold face type or otherwise stand out significantly from the text.
- 5. Unnecessarily long, complicated or obscure words, sentences, paragraphs or constructions are not used in the policy.
- 6. The style, arrangement and overall appearance of the policy give no undue prominence to any portion of the policy or to any endorsements or riders.
- 7. A table of contents or an index of the principle sections is included in the policy. (This applies only if the policy has more than 3,000 words or consists of more than 3 pages.)

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

Signature _____

Date 10/01/2008

Michael Yanacheak
Officer's Name

2nd VP Product Development
Officer's Title

STATEMENT OF VARIABILITY
FOR
Rider Specifications Page PS202B
Guaranteed Minimum Withdrawal Benefit (GMWB) Rider AR202A

COVERED PERSON(S)	Covered person(s) name at issue
GMWB ISSUE DATE	Date this Rider is issued.
LIFETIME PAYMENT ELECTION DATE	<p>Currently, we will use the following:</p> <ul style="list-style-type: none"> • Upon Notification from You • The date must be at least [12 months] after the GMWB Issue Date. • The date must be after Attained Age [50] <p>Others:</p> <ul style="list-style-type: none"> • Date of first Partial Surrender after Attained Age [50] • GMWB Issue Date <p>The Attained Age for this variable will range from 0 – 115. The date after the GMWB Issue date will range from 1 day to 10 years.</p>
INITIAL GMWB VALUE	Range of \$0 - \$10,000,000
MAXIMUM GMWB VALUE	Range of \$0 - \$10,000,000
GMWB VALUE STEP-UP DATE	<p>Currently, we will use the following:</p> <ul style="list-style-type: none"> • Each Contract Anniversary after GMWB Issue Date until Attained Age [80]. <p>The age range for this is every day - every 10th contract anniversary. Attained age for this will range from 0 to 115.</p>
BONUS CREDIT PERIOD	<p>Currently, we will use the following:</p> <ul style="list-style-type: none"> • Contract Years [1-10] after GMWB Issue Date • Contract Years [11-20] after GMWB Issue Date <p>Ranges above are both 1 - 100</p> <p>Others:</p> <ul style="list-style-type: none"> • Every contract year after GMWB Issue Date • Every contract year starting in Contract Year [1] after GMWB Issue Date <p>Ranges above for contract year 1-100</p>
BONUS CREDIT PERCENTAGE	<p>Currently we will use the following: 7.50% Interest Rate range of 0-20%</p> <p>Others:</p> <ul style="list-style-type: none"> • [0%] increasing by [1%] every [1] contract year[s]

	<p>after GMWB Issue Date Interest Rate of 0-20%. Increasing range of 0.10% - 5% Contract years 1-20.</p>
BONUS CREDIT ELECTION	<p>This is an automatic Bonus Credit Period ; OR You must notify Us to request this Elected Bonus Credit Period. The GMWB Charge will apply, as shown below.</p>
BONUS CREDIT AVAILABILITY Before Lifetime Payment Election Date	<p>Currently, we will use the following: Available each Contract Year a Partial Surrender is not taken or each year only the RMD* is taken.; or</p> <p>Available each Contract Year a Partial Surrender is not taken.</p> <p>However if Non-Qualified money, RMD portion of the statement will not print.</p> <p>Others:</p> <ul style="list-style-type: none"> • Available each Contract Year any Partial Surrender is taken. • Available each Contract Year only a Penalty Free Partial Surrender is taken. • Available each Contract Year only a Lifetime Payment Amount is taken
BONUS CREDIT AVAILABILITY After Lifetime Payment Election Date	<p>Currently, we will use the following: Bonus Credit is not available</p> <p>Others:</p> <ul style="list-style-type: none"> • Available each Contract Year a Partial Surrender is not taken • Available each contract Year only the RMD is taken • Available each Contract Year any Partial Surrender is taken. • Available each Contract Year only a Penalty Free Partial Surrender is taken. • Available each Contract Year only a Lifetime Payment Amount is taken
BONUS CREDIT AMOUNT	<p>Currently, we will use the following: On each Contract Anniversary, Bonus Credit Percentage multiplied by the current GMWB Value</p> <p>Others:</p> <ul style="list-style-type: none"> • On each day, the effective daily rate of the Bonus Credit Percentage multiplied by the current GMWB Value • On each Contract Anniversary, Bonus Credit Percentage multiplied by the initial GMWB Value • On each Contract Anniversary, Bonus Credit

	<p>Percentage multiplied by the current Accumulation Value.</p> <ul style="list-style-type: none"> On each day, the effective daily rate of the Bonus Credit Percentage multiplied by the current Accumulation Value.
<p>GMWB CHARGE WITH AUTOMATIC BONUS CREDIT PERIOD:</p> <p>GMWB CHARGE START DATE:</p> <p>GMWB CHARGE END DATE</p> <p>GMWB CHARGE:</p>	<p>GMWB Issue Date; or 0-100 contract years after GMWB Issue Date or At Attained Age 0-115</p> <p>Termination of the Rider; or 0-100 contract years after GMWB Issue Date; or At Attained Age 0-115</p> <p>Range of 0 - 3.0 %; or 0-3% for the first 1-100 contract year[s] after GMWB Issue Date, declared every 1-20 contract year[s] thereafter</p>
<p>GMWB CHARGE WITH ELECTED BONUS CREDIT PERIOD:</p> <p>GMWB CHARGE START DATE:</p> <p>GMWB CHARGE END DATE:</p> <p>GMWB CHARGE:</p>	<p>Prints when one or more Bonus Credit renewals are available:</p> <p>GMWB Issue Date; and Beginning Contract Year 1-100 after GMWB Issue Date; or at Attained Age 0-115 1-100 Contract Years after GMWB Issue Date;</p> <p>Termination of the Rider; or at Attained Age 0-115</p> <ul style="list-style-type: none"> Range of 0 - 3.0%; and/or Declared at beginning of Contract Year 1-100; maximum charge of 0 – 3%%; or 0-3% for the first 1-100 contract year[s] after GMWB Issue Date, declared every 1-20 contract year[s] thereafter
GMWB COST	<p>Currently, we will use the following: On each Contract Anniversary, GMWB Charge multiplied by the current GMWB Value.</p> <p>The GMWB Cost will be withdrawn as a Partial Surrender from the Accumulation Value on [each Contract Anniversary] as long as this Rider remains in effect.</p> <p>Range: on each day to on every 10th Contract Anniversary</p> <p>Others:</p> <ul style="list-style-type: none"> On each Contract Anniversary, GMWB Charge multiplied by the current Contract Accumulation Value; or On the GMWB Issue Date and each Contract Anniversary thereafter, GMWB Charge multiplied by current GMWB Value; or On the GMWB Issue Date and each Contract Anniversary thereafter, GMWB Charge multiplied

	<p>by current Contract Accumulation Value; or</p> <ul style="list-style-type: none"> • On each day, the effective daily rate of the GMWB Charge multiplied by the current Contract Accumulation Value; or • On the same day in each month as the GMWB Issue Date, the effective monthly rate of the GMWB Charge multiplied by the current Contract Accumulation Value; or • On each day, the effective daily rate of the GMWB Charge multiplied by the current GMWB Value; or • On the same day in each month as the GMWB Issue Date, the effective monthly rate of the GMWB Charge multiplied by the current GMWB Value
<p>GMWB VALUE PARTIAL SURRENDER ALLOWANCE Before Lifetime Payment Election Date:</p> <p>After Lifetime Payment Election Date:</p>	<p>Currently, we will use the following: RMD* or \$[0] Range: [\$0 to \$5,000,000]</p> <p>Others:</p> <ul style="list-style-type: none"> • Penalty Free Partial Surrenders • Any Partial Surrender Amount <p>Currently we will use:</p> <ul style="list-style-type: none"> • Greater of RMD* or Lifetime Payment Amount; or • Lifetime Payment Amount <p>Others:</p> <ul style="list-style-type: none"> • Penalty Free Partial Surrenders • RMD • [0] • Any Partial Surrender Amount • Any combination of the above listed including the term "Greater of" <p>Range: [\$0 to \$5,000,000]</p>
<p>*PARTIAL SURRENDERS AT AGE 70 OR OLDER TO SATISFY RMD REQUIREMENT MUST COMPLY WITH IRC OF 1986.</p>	<p>Statement prints when RMD is used.</p>
<p>LIFETIME PAYMENT PERCENTAGE Statement</p>	<p>Currently, we will use the following: The Lifetime Payment Percentage is based on the Covered Person's current Attained Age on the Lifetime Payment Election Date. Thereafter, the Lifetime Payment Percentage is based on the Covered Person's Attained Age on the most recent Contract Anniversary.</p> <p>Others:</p> <ul style="list-style-type: none"> • The Lifetime Payment Percentage at the Lifetime Payment Election Date is guaranteed for the life of the Covered Person and will not change.
<p>ATTAINED AGE OF COVERED PERSON</p>	<p>The range of Attained Age of Covered Person will be 0 to 115;</p>

LIFETIME PAYMENT PERCENTAGE	The range of Lifetime Payment Percentage will be 0% to 30.0%
LIFETIME PAYMENT ELECTION DATE OCCURS BEFORE SPOUSAL CONTINUANCE	<p>Currently, we will use the following: Lifetime Payment Amount at the time of Spousal Continuance will be paid to the surviving spouse until the earlier of the GMWB Value equals zero or upon death of surviving spouse.]</p> <p>Others:</p> <ul style="list-style-type: none"> • No spousal continuance is available • Lifetime Payment Amount at the time of Spousal Continuance will be paid to the surviving spouse until death of surviving spouse. • The Lifetime Payment Amount for the surviving spouse will be determined based on the surviving spouse's attained age at the time of Spousal Continuance and will be paid until the earlier of the GMWB value equals zero or upon death of surviving spouse. • The Lifetime Payment Amount for the surviving spouse will be determined based on the surviving spouse's attained age at the time of Spousal Continuance and will be paid until death of the surviving spouse.
LIFETIME PAYMENT ELECTION DATE OCCURS AFTER SPOUSAL CONTINUANCE	<p>Currently, we will use the following:</p> <p>The Lifetime Payment Amount for the surviving spouse will be determined based on the surviving spouse's attained age on the Lifetime Payment Election Date and the Lifetime Payment Amount will be paid until the earlier of the GMWB Value equals zero or upon death of surviving spouse.</p> <p>Others:</p> <ul style="list-style-type: none"> • No spousal continuance is available • The Lifetime Payment Amount for the surviving spouse will be determined based on the surviving spouse's attained age on the Lifetime Payment Election Date and will be paid until death of surviving spouse.
BONUS CREDIT AVAILABILITY DURING SPOUSAL CONTINUANCE:	<p>Currently, we will use the following: Eligible for any remaining Bonus Credit Amounts</p> <p>Others:</p> <ul style="list-style-type: none"> • No Bonus Credit Amounts are available upon Spousal Continuance.
GMWB VALUE STEP-UP AVAILABILITY DURING SPOUSAL CONTINUANCE:	Currently, we will use the following: Eligible for any GMWB Value Step-Ups

	<p>Others:</p> <ul style="list-style-type: none"> • No GMWV Value Step-Ups are available upon Spousal Continuance.
<p>SPOUSAL CONTINUANCE DURING SETTLEMENT PHASE:</p>	<p>Currently, we will use the following: If Rider is in Settlement Phase, Spousal Continuance is not available</p> <p>Others:</p> <ul style="list-style-type: none"> • Lifetime Payment Amount at the time of Spousal Continuance will be paid to the surviving spouse until the earlier of the GMWB Value equals zero or upon death of surviving spouse • Lifetime Payment Amount at the time of Spousal Continuance will be paid to the surviving spouse until death