

SERFF Tracking Number: WEST-125767046 State: Arkansas
 Filing Company: ING USA Annuity and Life Insurance Company State Tracking Number: 40330
 Company Tracking Number: IU-IA-4005 ET AL
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: IU-IA-4005 et al
 Project Name/Number: IU-IA-4005 et al/IU-IA-4005 et al

Filing at a Glance

Company: ING USA Annuity and Life Insurance Company

Product Name: IU-IA-4005 et al

SERFF Tr Num: WEST-125767046 State: ArkansasLH

TOI: A03I Individual Annuities - Deferred Variable

SERFF Status: Closed

State Tr Num: 40330

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num: IU-IA-4005 ET AL

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Authors: Karen Flieck, Alicia Gemelli, Susan Holloway, Carolyn Mulhall, Christine Runkle-DiFonzo

Disposition Date: 10/02/2008

Date Submitted: 09/22/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: IU-IA-4005 et al

Status of Filing in Domicile: Pending

Project Number: IU-IA-4005 et al

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: 10/02/2008

State Status Changed: 10/02/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

The referenced riders are being filed for your review and approval. These riders are new and do not replace any existing riders. They will be used with contract form number IU-IA-4000, approved for use by your Department on September 16, 2008, and other Deferred Variable Annuity contracts that may be filed and approved in the future.

Riders IU-RA-4005, IU-RA-4006, IU-RA-4007, and IU-RA-4008 are optional death benefit riders to be elected by the

SERFF Tracking Number: WEST-125767046 *State:* Arkansas
Filing Company: ING USA Annuity and Life Insurance Company *State Tracking Number:* 40330
Company Tracking Number: IU-IA-4005 ET AL
TOI: A03I Individual Annuities - Deferred Variable *Sub-TOI:* A03I.002 Flexible Premium
Product Name: IU-IA-4005 et al
Project Name/Number: IU-IA-4005 et al/IU-IA-4005 et al

owner/applicant at the time of application. Once a rider is elected, it cannot be voluntarily cancelled and will terminate only if the Contract is terminated.

Form IU-RA-4005 provides, at the death of the Owner, a benefit equal to a percentage of any gain under the contract at the death of the Owner.

Forms IU-RA-4006, IU-RA-4007, and IU-RA-4008 are riders that provide additional benefits payable at the death of the Owner if invested in certain designated funds. These riders are optional in that the Owner may elect, at the time of contract application, the death benefit desired. Only one of these three death benefit riders may be elected for any one contract issued.

Information considered variable is enclosed in brackets. Such information will be varied to the extent necessary to reflect "issue specific" information as well as to allow the company to periodically change specific fees or charges applicable only to new issues. We have enclosed a Statement of Variability which provides the ranges for the variable information set forth in the riders. In addition, periodic changes in printing technology may slightly alter the form format. We reserve the right to make such changes without refilling. Any such change, when made, will comply with state laws and contract guarantees.

Please note that the charges stated in rider IU-RA-4005 at issue are considered maximums. We reserve the right to charge less to reflect anticipated reductions in the expenses of administration, the impact of state and federal regulatory changes, and other sales related expenses, but we will never charge more. All charges or reductions will be applied on a uniform basis that would not be unfairly discriminatory. Charges for riders IU-RA-4006, IU-RA-4007, and IU-RA-4008 are included with the contract's M & E Charge shown on the Contract Schedule page at issue.

As benefits attached to and made a part of Variable Annuities, each of the above forms is filed and registered with the SEC and must conform to the requirements of that regulatory agency. Therefore, they are exempt from any state readability requirements.

Included with this filing are an Actuarial Memorandum, Statement of Variability, and checklists and certifications as applicable.

SERFF Tracking Number: WEST-125767046 State: Arkansas
 Filing Company: ING USA Annuity and Life Insurance Company State Tracking Number: 40330
 Company Tracking Number: IU-IA-4005 ET AL
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: IU-IA-4005 et al
 Project Name/Number: IU-IA-4005 et al/IU-IA-4005 et al

Company and Contact

Filing Contact Information

Karen Flieck, Contract Analyst karen.flieck@us.ing.com
 1475 Dunwoody Drive (800) 325-3792 [Phone]
 West Chester, PA 19380 (610) 425-3520[FAX]

Filing Company Information

ING USA Annuity and Life Insurance Company CoCode: 80942 State of Domicile: Iowa
 1475 Dunwoody Drive Group Code: 229 Company Type:
 West Chester, PA 19380 Group Name: State ID Number:
 (800) 325-3792 ext. [Phone] FEIN Number: 41-0991508

Filing Fees

Fee Required? Yes
 Fee Amount: \$80.00
 Retaliatory? No
 Fee Explanation: \$20 x 4 = \$80
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
ING USA Annuity and Life Insurance Company	\$80.00	09/22/2008	22640144

SERFF Tracking Number: WEST-125767046 State: Arkansas
Filing Company: ING USA Annuity and Life Insurance Company State Tracking Number: 40330
Company Tracking Number: IU-IA-4005 ET AL
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: IU-IA-4005 et al
Project Name/Number: IU-IA-4005 et al/IU-IA-4005 et al

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	10/02/2008	10/02/2008

SERFF Tracking Number: WEST-125767046 *State:* Arkansas
Filing Company: ING USA Annuity and Life Insurance Company *State Tracking Number:* 40330
Company Tracking Number: IU-IA-4005 ET AL
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: IU-IA-4005 et al
Project Name/Number: IU-IA-4005 et al/IU-IA-4005 et al

Disposition

Disposition Date: 10/02/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: WEST-125767046 State: Arkansas
 Filing Company: ING USA Annuity and Life Insurance Company State Tracking Number: 40330
 Company Tracking Number: IU-IA-4005 ET AL
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: IU-IA-4005 et al
 Project Name/Number: IU-IA-4005 et al/IU-IA-4005 et al

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statements of Variability		Yes
Form	Earnings Multiplier Death Benefit Rider		Yes
Form	Guaranteed Standard Death Benefit and Transfer Rider		Yes
Form	Guaranteed Ratchet Death Benefit and Transfer Rider		Yes
Form	Guaranteed Combination Death Benefit and Transfer Rider		Yes

SERFF Tracking Number: WEST-125767046 State: Arkansas
 Filing Company: ING USA Annuity and Life Insurance Company State Tracking Number: 40330
 Company Tracking Number: IU-IA-4005 ET AL
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: IU-IA-4005 et al
 Project Name/Number: IU-IA-4005 et al/IU-IA-4005 et al

Form Schedule

Lead Form Number: IU-IA-4005

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	IU-RA-4005	Policy/Cont	Earnings Multiplier ract/Fratern Death Benefit Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	IU-RA-4005.pdf
	IU-RA-4006	Policy/Cont	Guaranteed ract/Fratern Standard Death al Benefit and Transfer Certificate: Rider Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	IU-RA-4006.pdf
	IU-RA-4007	Policy/Cont	Guaranteed Ratchet ract/Fratern Death Benefit and al Transfer Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	IU-RA-4007.pdf
	IU-RA-4008	Policy/Cont	Guaranteed ract/Fratern Combination Death al Benefit and Transfer Certificate: Rider Amendmen	Initial		0	IU-RA-4008.pdf

SERFF Tracking Number: WEST-125767046 State: Arkansas
Filing Company: ING USA Annuity and Life Insurance Company State Tracking Number: 40330
Company Tracking Number: IU-IA-4005 ET AL
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: IU-IA-4005 et al
Project Name/Number: IU-IA-4005 et al/IU-IA-4005 et al

t, Insert
Page,
Endorseme
nt or Rider

ING USA Annuity and Life Insurance Company

ING USA is a stock company domiciled in Iowa
(Hereinafter called we, us and our)

Earnings Multiplier Death Benefit Rider

Rider Data Table

Contract Number [12345678]	Rider Effective Date [08/01/2008]	Rider Issue Age [35]
EMDB Factor Rider Issue Age [0 - 69]: [55%] Rider Issue Age [70 - 75]: [30%]	Maximum EMDB Base Factor [150%]	Maximum Eligibility Age [75]
EMDB Annual Charge Rate [0.30%]	EMDB Annual Charge Rate Factor [4]	Deduction Date Each [Quarterly] Contract Anniversary

FOR INQUIRIES, INFORMATION OR RESOLUTION OF COMPLAINTS CALL [1-800-366-0066]

The Contract to which this Earnings Multiplier Death Benefit Rider (this "Rider") is attached is modified by the provisions of this Rider. This Rider's provisions control where there is a conflict between this Rider and the Contract. Any capitalized terms not defined in this Rider shall have the meaning given to them in the Contract.

Subject to the terms, conditions and limitations set forth below, this Rider guarantees that if the Owner (the Annuitant if the Owner is not an individual) dies prior to the Annuity Commencement Date, we will include in any Death Benefit payable under the Contract, an Earnings Multiplier Death Benefit ("EMDB").

1. IMPORTANT TERMS AND DEFINITIONS

In this Rider:

The **Contract** means the Contract to which this Rider is attached.

The **Rider Effective Date** is the date this Rider becomes effective. The Rider Effective Date is the same as the Contract Date unless a different Rider Effective Date is shown in the Rider Data Table.

2. EMDB CALCULATION

The EMDB is equal to the lesser of (1) or (2) as of the date the Death Benefit is calculated, but not less than zero, multiplied by the applicable EMDB Factor shown in the Rider Data Table, where:

- (1) is the EMDB Base; and
- (2) is the Maximum EMDB Base.

EMDB Base

If the Rider Effective Date is the same as the Contract Date, the EMDB Base will be the Accumulation Value minus Premiums paid, adjusted for any Withdrawals. If the Rider Effective Date is other than the Contract Date, the EMDB Base will be the Accumulation Value minus the sum of the Accumulation Value on the Rider Effective Date and any Additional Premiums paid after the Rider Effective Date, adjusted for any Withdrawals occurring after the Rider Effective Date.

Maximum EMDB Base

If the Rider Effective Date is the same as the Contract Date, the Maximum EMDB Base shall be equal to the Premiums paid adjusted for any Withdrawals, multiplied by the Maximum EMDB Base Factor. If the Rider Effective Date is other than the Contract Date, the Maximum EMDB Base will be equal to the Accumulation Value on the Rider Effective Date plus Additional Premiums paid after the Rider Effective Date, adjusted for any Withdrawals occurring after the Rider Effective Date, multiplied by the Maximum EMDB Base Factor. The Maximum EMDB Base Factor is shown in the Rider Data Table.

Withdrawal Adjustments

For any Withdrawal, the EMDB Base and the Maximum EMDB Base will be reduced on a pro-rata basis. The pro-rata adjustment is equal to (1) divided by (2) multiplied by (3), where:

- (1) is the Accumulation Value withdrawn;
- (2) is the Accumulation Value immediately prior to Withdrawal; and
- (3) is the amount of the EMDB Base or Maximum EMDB Base, as applicable, immediately prior to the Withdrawal.

3. CHANGE OF OWNER

A change of Owner from a sole Owner to a sole Owner will result in recalculation of the EMDB Base and the Maximum EMDB Base using the Accumulation Value as of the date of the change. In addition, the EMDB Factor will be adjusted, if applicable, using the new Owner's Age as the Rider Issue Age. If the new Owner's Age at the time of the change exceeds the Maximum Eligibility Age shown in the Rider Data Table, this Rider will terminate. If a change in ownership results in multiple Owners, this Rider will terminate.

4. SPOUSAL CONTINUATION UPON DEATH OF OWNER

If the Owner (the Annuitant if the Owner is not an individual) dies before the Annuity Commencement Date and the Contract is continued by the deceased Owner's spouse, as defined under federal law, pursuant to Internal Revenue Code Section 72(s) and the terms of the Contract any benefit payable under this Rider will be added to the Contract's Accumulation Value. Unless otherwise requested, such addition will be allocated to the Variable Sub-accounts in the same proportion as the Accumulation Value in each Variable Sub-account bears to the Accumulation Value in the Variable Separate Account. If there is no Accumulation Value in the Variable Separate Account, the addition will be allocated to the Specially Designated Variable Sub-account.

If the age of the surviving spouse is less than the Maximum Eligibility Age:

- (1) The EMDB Base thereafter will be equal to (a) minus the sum of (b) plus (c), adjusted for any Withdrawals, where:
 - (a) is the current Accumulation Value;
 - (b) is the Accumulation Value on the date we receive Proof of Death, including any benefits or amounts added to the Accumulation Value pursuant to the provisions of this Rider; and
 - (c) is any Additional Premium paid after the date we receive Proof of Death;
- (2) The EMDB Factor and Maximum EMDB Base will be reset if applicable, using the spouse's Age as the Rider Issue Age; and
- (3) The EMDB Annual Charge Rate will be unchanged.

If the Contract is continued after the death of the Owner by a spouse Beneficiary who exceeds the Maximum Eligibility Age, the EMDB will be added to the Accumulation Value as stated above and this Rider will terminate.

5. EMDB CHARGES

The charge for this Rider is deducted, in arrears, on the Deduction Date shown in the Rider Data Table. It is deducted from the Accumulation Value in each Variable Sub-account in the same proportion that the Accumulation Value in each Variable Sub-account bears to the total Accumulation Value in all Variable Sub-accounts on that date. The charge is equal to the Contract's Accumulation Value on the Deduction Date, multiplied by the EMDB Annual Charge Rate, and divided by the EMDB Annual Charge Rate Factor. The EMDB Annual Charge Rate on the Rider Effective Date is shown in the Rider Data Table. The EMDB Annual

Charge Rate will never exceed the percentage shown in the Rider Data Table, but we may, at any time, charge less.

If no Variable Sub-accounts remain or the Accumulation Value in the Variable Sub-accounts is insufficient to pay the charge, charges for this Rider will be deducted from the Accumulation Value in the MVA Account, if any, starting with that portion of the Accumulation Value nearest the end of its applicable Guarantee Period, until the charges have been paid. If the Contract's Accumulation Value is insufficient to cover the EMDB Charge deduction, this Rider will terminate.

If the Contract or this Rider is terminated for any reason other than insufficient Accumulation Value, charges for the current period will be deducted pro-rata prior to termination of the Contract based on the Accumulation Value as of the close of the New York Stock Exchange on the date of termination.

6. RIDER TERMINATION

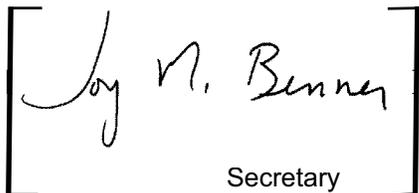
This Rider will terminate immediately upon occurrence of any of the following:

- (1) If the Contract is terminated, including application of the Contract's Accumulation Value to an Annuity Plan;
- (2) On the date the Contract is continued on the life of the Owner's spouse whose Age is greater than the Maximum Eligibility Age;
- (3) If the Owner is not an individual and the Annuitant dies, unless the Contract is continued on the life of the Annuitant's spouse whose Age is less than or equal to the Maximum Eligibility Age;
- (4) If ownership of the Contract changes and the Age of the new Owner exceeds the Maximum Eligibility Age or the change results in multiple Owners; or
- (5) If the Accumulation Value is insufficient to cover the EMDB Charge deduction.

This Rider has no Cash Surrender Value or other non-forfeiture benefits upon termination. This Rider may not be cancelled unless the Contract is terminated.

All other provisions of the Contract to which this Rider is attached remain unchanged.

Signed:


Secretary

ING USA Annuity and Life Insurance Company

ING USA is a stock company domiciled in Iowa
(Hereinafter called We, Us and Our)

Guaranteed Standard Death Benefit and Transfer Rider

Rider Data Table

Contract Number [1234567]	Rider Effective Date [08/01/2008]	Maximum Standard Eligibility Age [85]
Excluded Funds [None]		

FOR INQUIRIES, INFORMATION OR RESOLUTION OF COMPLAINTS CALL [1-800-366-0066]

The Contract to which this Guaranteed Standard Death Benefit and Transfer Rider ("this Rider") is attached is modified by the provisions of this Rider. This Rider's provisions control where there is a conflict between this Rider and the Contract. Any capitalized terms not defined in this Rider shall have the meaning given to them in the Contract.

Subject to the terms, conditions and limitations as set forth below, this Rider guarantees that if any Owner (any Annuitant if any Owner is not an individual) dies before the Annuity Commencement Date, we will pay the Death Benefit provided by this Rider in lieu of any other Death Benefit provided in the Contract.

1. IMPORTANT TERMS AND DEFINITIONS

In this Rider:

The **Contract** means the Contract to which this Rider is attached.

The **Rider Effective Date** is the date this Rider becomes effective. The Rider Effective Date is the same as the Contract Date.

2. INVESTMENT OPTION CLASSIFICATIONS

Covered Funds, applicable to this Rider, are any investment options not designated as Excluded Funds.

Excluded Funds, applicable to this Rider and existing on the Rider Effective Date, are shown in the Rider Data Table. We may classify newly available investment options as Excluded Funds. We may reclassify an existing investment option as an Excluded Fund or remove such designation upon prior notice to you. Such reclassification will apply to Accumulation Value transferred or otherwise added to such investment option(s) after the date of change. We may reduce the Contract's M & E Charge for that portion of the Contract's Accumulation Value allocated to Excluded Funds.

3. THE DEATH BENEFIT

The Death Benefit is the greater of (1), (2) or (3), where:

- (1) is the Accumulation Value less any recapture of Premium Credits, if applicable;
- (2) is the Standard Death Benefit less any recapture of Premium Credits, if applicable; and
- (3) is the Cash Surrender Value.

Standard Death Benefit

The Standard Death Benefit is equal to the sum of (1) and (2), where:

- (1) is the Standard Death Benefit Base for Covered Funds; and
- (2) is the Accumulation Value allocated to Excluded Funds.

On the Rider Effective Date, the initial Standard Death Benefit Base for Covered Funds is the Initial Premium plus any Premium Credits, if applicable, allocated to Covered Funds. Subject to the "Change of Owner" section below, on any Business Day thereafter the Standard Death Benefit Base for Covered Funds is calculated as follows:

- (1) Start with the Standard Death Benefit Base for Covered Funds from the prior Business Day.
- (2) Add to (1) any Additional Premiums and any Premium Credits, if applicable, allocated to Covered Funds during the current Business Day.
- (3) Adjust (2) for any transfers to or from Excluded Funds during the current Business Day.
- (4) Subtract from (3) adjustments for any Withdrawal from Covered Funds during the current Business Day.

This Rider also has a Standard Death Benefit Base for Excluded Funds with a corresponding definition, but with respect to Accumulation Value allocated to Excluded Funds. The Standard Death Benefit Base for Excluded Funds is used solely for the purpose of accounting for fund transfers and is not included in the calculation of the Standard Death Benefit.

Transfers from Covered Funds to Excluded Funds will reduce the Standard Death Benefit Base for Covered Funds on a pro-rata basis. The resulting increase in the Standard Death Benefit Base for Excluded Funds will equal the reduction in the Standard Death Benefit Base for Covered Funds.

Transfers from Excluded Funds to Covered Funds will reduce the Standard Death Benefit Base for Excluded Funds on a pro-rata basis. The resulting increase in the Standard Death Benefit Base for Covered Funds will equal the lesser of the reduction in the Standard Death Benefit Base for Excluded Funds or the net Accumulation Value transferred.

Withdrawal Adjustments

For any Withdrawal, the Death Benefit components will be reduced on a pro-rata basis. The pro-rata Withdrawal adjustment is equal to (1) divided by (2) multiplied by (3), where:

- (1) is the Accumulation Value withdrawn;
- (2) is the Accumulation Value immediately prior to Withdrawal; and
- (3) is the amount of the applicable Death Benefit component immediately prior to the Withdrawal.

Separate adjustments will apply to Withdrawals from Covered and Excluded Funds.

4. CHANGE OF OWNER

A change of Owner will result in recalculation of the Death Benefit and the Standard Death Benefit.

If the Age of all Owners at the time of the change is less than or equal to the Maximum Standard Eligibility Age shown in the Rider Data Table, the Standard Death Benefit in effect prior to the change will remain in effect and the Death Benefit section will apply.

If the Age of any Owner at the time of the change is greater than the Maximum Standard Eligibility Age, the Standard Death Benefit will be set to zero and remain at zero until the Contract is terminated and the Death Benefit will then be the greater of:

- (1) the Contract's Accumulation Value, less any recapture of Premium Credits, if applicable; or
- (2) the Cash Surrender Value.

5. SPOUSAL CONTINUATION UPON DEATH OF OWNER

If any Owner (any Annuitant, if any Owner is not an individual) dies before the Annuity Commencement Date and the Contract is continued by the deceased Owner's spouse, as defined under federal law, pursuant to Section 72(s) of the Code and the terms of the Contract, the following will apply:

- (1) If the Standard Death Benefit minus the Accumulation Value is greater than zero, we will add that difference to the Accumulation Value. This addition will be allocated to the Variable Sub-accounts in the same proportion as the Accumulation Value in each Variable Sub-account bears to the Accumulation Value in the Variable Separate Account. If there is no Accumulation Value in the Variable Separate Account, the addition will be allocated to the Specially Designated Variable Sub-account.
- (2) The Death Benefit in effect at the time of the Owner's death will continue to apply, with all Age criteria using the surviving spouse's Age as the determining Age.

6. BENEFIT CHARGES

The charges for the benefits provided by this Rider are incorporated into the Contract's M & E Charge, shown in the Contract Schedule.

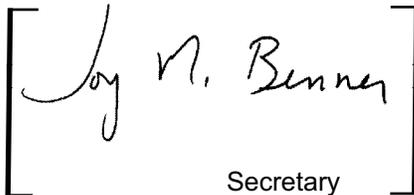
7. RIDER TERMINATION

This Rider will terminate immediately upon occurrence of any of the following:

- (1) If the Contract is terminated, including application of the Contract's Accumulation Value to an Annuity Plan;
- (2) Upon the death of any Owner, unless the Contract is continued on the life of the Owner's spouse; or
- (3) If any Owner is not an individual and any Annuitant dies, unless the Contract is continued on the life of the Annuitant's spouse.

This Rider has no Cash Surrender Value or other non-forfeiture benefits upon termination. This Rider may not be cancelled unless the Contract is terminated.

All other provisions of the Contract to which this Rider is attached remain unchanged.

Signed:  Secretary

ING USA Annuity and Life Insurance Company

ING USA is a stock company domiciled in Iowa
(Hereinafter called We, Us and Our)

Guaranteed Ratchet Death Benefit and Transfer Rider

Rider Data Table

Contract Number [1234567]	Rider Effective Date [08/01/2008]	Maximum Standard Eligibility Age [85]
Maximum Ratchet Age [90]	Maximum Ratchet Eligibility Age [75]	
Determination Date The [third] monthly anniversary following the Rider Effective Date and every [three] months thereafter		
Excluded Funds [None]		

FOR INQUIRIES, INFORMATION OR RESOLUTION OF COMPLAINTS CALL [1-800-366-0066]

The Contract to which this Guaranteed Ratchet Death Benefit and Transfer Rider ("this Rider") is attached is modified by the provisions of this Rider. This Rider's provisions control where there is a conflict between this Rider and the Contract. Any capitalized terms not defined in this Rider shall have the meaning given to them in the Contract.

Subject to the terms, conditions and limitations set forth below, this Rider guarantees that if any Owner (any Annuitant if any Owner is not an individual) dies before the Annuity Commencement Date, we will pay the Death Benefit provided by this Rider in lieu of any other Death Benefit provided in the Contract.

1. IMPORTANT TERMS AND DEFINITIONS

In this Rider:

The **Contract** means the Contract to which this Rider is attached.

The **Determination Date** will always be on the same day of the month and at the frequency shown in the Rider Data Table. If there is no corresponding date, or if the Determination Date falls on a non-Business Day, the next Business Day will be used.

The **Rider Effective Date** is the date this Rider becomes effective. The Rider Effective Date is the same as the Contract Date.

2. INVESTMENT OPTION CLASSIFICATIONS

Covered Funds, applicable to this Rider, are any investment options not designated as Excluded Funds.

Excluded Funds, applicable to this Rider and existing on the Rider Effective Date, are shown in the Rider Data Table. We may classify newly available investment options as Excluded Funds. We may reclassify an existing investment option as an Excluded Fund or remove such designation upon prior notice to you. Such reclassification will apply to Accumulation Value transferred or otherwise added to such investment option(s) after the date of change. We may reduce the Contract's M & E Charge for that portion of the Contract's Accumulation Value allocated to Excluded Funds.

3. THE DEATH BENEFIT

The Death Benefit is the greater of (1), (2), (3), or (4), where:

- (1) is the Accumulation Value less any recapture of Premium Credits, if applicable;
- (2) is the Standard Death Benefit less any recapture of Premium Credits, if applicable;
- (3) is the Ratchet Death Benefit less any recapture of Premium Credits, if applicable; and
- (4) is the Cash Surrender Value.

Standard Death Benefit

The Standard Death Benefit is equal to the sum of (1) and (2), where:

- (1) is the Standard Death Benefit Base for Covered Funds; and
- (2) is the Accumulation Value allocated to Excluded Funds.

On the Rider Effective Date, the initial Standard Death Benefit Base for Covered Funds is the Initial Premium plus any Premium Credits, if applicable, allocated to Covered Funds. Subject to the "Change of Owner" section below, on any Business Day thereafter the Standard Death Benefit Base for Covered Funds is calculated as follows:

- (1) Start with the Standard Death Benefit Base for Covered Funds from the prior Business Day.
- (2) Add to (1) any Additional Premiums and any Premium Credits, if applicable, allocated to Covered Funds during the current Business Day.
- (3) Adjust (2) for any transfers to or from Excluded Funds during the current Business Day.
- (4) Subtract from (3) adjustments for any Withdrawal from Covered Funds during the current Business Day.

This Rider also has a Standard Death Benefit Base for Excluded Funds with a corresponding definition, but with respect to Accumulation Value allocated to Excluded Funds. The Standard Death Benefit Base for Excluded Funds is used solely for the purpose of accounting for fund transfers and is not included in the calculation of the Standard Death Benefit.

Transfers from Covered Funds to Excluded Funds will reduce the Standard Death Benefit Base for Covered Funds on a pro-rata basis. The resulting increase in the Standard Death Benefit Base for Excluded Funds will equal the reduction in the Standard Death Benefit Base for Covered Funds.

Transfers from Excluded Funds to Covered Funds will reduce the Standard Death Benefit Base for Excluded Funds on a pro-rata basis. The resulting increase in the Standard Death Benefit Base for Covered Funds will equal the lesser of the reduction in the Standard Death Benefit Base for Excluded Funds or the net Accumulation Value transferred.

Ratchet Death Benefit

The Ratchet Death Benefit is equal to the sum of (1) and (2), where:

- (1) is the Ratchet Death Benefit Base for Covered Funds; and
- (2) is the Accumulation Value allocated to Excluded Funds.

On the Rider Effective Date, the initial Ratchet Death Benefit Base for Covered Funds is the Initial Premium plus any Premium Credits, if applicable, allocated to Covered Funds. Subject to the "Change of Owner" section below, on each Determination Date thereafter the Ratchet Death Benefit Base for Covered Funds is calculated as follows:

- (1) Start with the Ratchet Death Benefit Base for Covered Funds from the prior Determination Date.

- (2) Add to (1) any Additional Premiums and any Premium Credits, if applicable, allocated to Covered Funds since the prior Determination Date.
- (3) Adjust (2) for any transfers to or from Excluded Funds since the prior Determination Date.
- (4) Subtract from (3) adjustments for any Withdrawals from Covered Funds since the prior Determination Date.
- (5) On a Determination Date that occurs on or prior to the date the Owner (the Annuitant if the Owner is not an individual) attains the Maximum Ratchet Age shown in the Rider Data Table, we set the Ratchet Death Benefit Base for Covered Funds equal to the greater of (4) or the Accumulation Value allocated to Covered Funds minus any fees or charges deducted as of such date. At any other time, the Ratchet Death Benefit Base for Covered Funds is equal to (4).

For the purpose of the first calculation under this paragraph, the initial Ratchet Death Benefit Base for Covered Funds will be deemed to be the Ratchet Death Benefit Base for Covered Funds on the prior Determination Date.

This Rider also has a Ratchet Death Benefit Base for Excluded Funds with a corresponding definition, but with respect to Accumulation Value allocated to Excluded Funds. The Ratchet Death Benefit Base for Excluded Funds is used solely for the purpose of accounting for fund transfers and is not included in the calculation of the Ratchet Death Benefit.

Transfers from Covered Funds to Excluded Funds will reduce the Ratchet Death Benefit Base for Covered Funds on a pro-rata basis. The resulting increase in the Ratchet Death Benefit Base for Excluded Funds will equal the reduction in Ratchet Death Benefit Base for Covered Funds.

Transfers from Excluded Funds to Covered Funds will reduce the Ratchet Death Benefit Base for Excluded Funds on a pro-rata basis. The resulting increase in the Ratchet Death Benefit Base for Covered Funds will equal the lesser of the reduction in the Ratchet Death Benefit Base for Excluded Funds or the net Accumulation Value transferred.

Withdrawal Adjustments

For any Withdrawal, the Death Benefit components will be reduced on a pro-rata basis. The pro-rata Withdrawal adjustment is equal to (1) divided by (2) multiplied by (3), where:

- (1) is the Accumulation Value withdrawn;
- (2) is the Accumulation Value immediately prior to Withdrawal; and
- (3) is the amount of the applicable Death Benefit component immediately prior to the Withdrawal.

Separate adjustments will apply to Withdrawals from Covered and Excluded Funds.

4. CHANGE OF OWNER

A change of Owner will result in the recalculation of the Death Benefit, the Standard Death Benefit and the Ratchet Death Benefit.

If a change of ownership from a sole Owner results in a new sole Owner whose Age at the time of the change is less than or equal to the Maximum Ratchet Eligibility Age shown in the Rider Data Table and there have never been multiple Owners, the Ratchet Death Benefit in effect prior to the change will remain in effect and "The Death Benefit" section will apply.

If a change of ownership from a sole Owner results in a new sole Owner whose Age at the time of the change is greater than the Maximum Ratchet Eligibility Age, but not greater than the Maximum Standard Eligibility Age:

- (1) The Ratchet Death Benefit following the change will be set to zero and remain at zero until the Contract is terminated; and
- (2) The Death Benefit will then be the greater of:
 - (a) the Cash Surrender Value;
 - (b) the Accumulation Value, less any recapture of Premium Credits, if applicable; or
 - (c) the Standard Death Benefit, less any recapture of Premium Credits, if applicable.

If a change of ownership results in multiple Owners, the Ratchet Death Benefit will be set to zero and remain at zero until the Contract is terminated. If the Age of all Owners is equal to or less than the Maximum Standard Eligibility Age at the time of the change, the Death Benefit will be the greater of (2)(a), (2)(b) or (2)(c) above.

If a change of ownership results in any new Owner whose Age is greater than the Maximum Standard Eligibility Age at the time of the change, the Standard Death Benefit and Ratchet Death Benefit will be set to zero and remain at zero until the Contract is terminated and the Death Benefit will then be the greater of:

- (1) the Accumulation Value, less any recapture of Premium Credits, if applicable; or
- (2) the Cash Surrender Value.

When a change of Owner reduces the Ratchet Death Benefit to zero, there will be a reduction in the M & E Charge.

5. SPOUSAL CONTINUATION UPON DEATH OF OWNER

If any Owner (any Annuitant, if any Owner is not an individual) dies before the Annuity Commencement Date and the Contract is continued by the deceased Owner's spouse, as defined under federal law, pursuant to Section 72(s) of the Code and the terms of the Contract, the following will apply:

- (1) If the greater of (2) or (3) in the Death Benefit calculation minus the Accumulation Value is greater than zero, we will add that difference to the Accumulation Value. This addition will be allocated to the Variable Sub-accounts in the same proportion as the Accumulation Value in each Variable Sub-account bears to the Accumulation Value in the Variable Separate Account. If there is no Accumulation Value in the Variable Separate Account, the addition will be allocated to the Specially Designated Variable Sub-account.
- (2) The Death Benefit in effect at the time of the Owner's death will continue to apply, with all age criteria using the surviving spouse's Age as the determining Age.

6. BENEFIT CHARGES

The charges for the benefits provided by this Rider are incorporated into the Contract's M & E Charge, shown in the Contract Schedule.

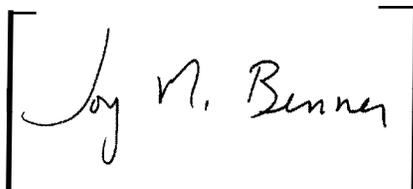
7. RIDER TERMINATION

This Rider will terminate immediately upon occurrence of any of the following:

- (1) If the Contract is terminated, including application of the Contract's Accumulation Value to an Annuity Plan;
- (2) Upon the death of any Owner, unless the Contract is continued on the life of the Owner's spouse; or
- (3) If any Owner is not an individual and any Annuitant dies, unless the Contract is continued on the life of the Annuitant's spouse.

This Rider has no Cash Surrender Value or other non-forfeiture benefits upon termination. This Rider may not be cancelled unless the Contract is terminated.

All other provisions of the Contract to which this Rider is attached remain unchanged.

Signed:  Secretary

ING USA Annuity and Life Insurance Company

ING USA is a stock company domiciled in Iowa
(Hereinafter called We, Us and Our)

Guaranteed Combination Death Benefit and Transfer Rider

Rider Data Table

Contract Number [1234567]	Rider Effective Date [08/01/2008]	Maximum Standard Eligibility Age [85]
Maximum Ratchet Age [90]		Rollup Death Benefit Interest Rate [7%] compounded [annually]
Maximum Rollup Age [80]	Maximum Rollup Eligibility Age [75]	Maximum Rollup Death Benefit Multiplier [2.5]
Determination Date The [third] monthly anniversary following the Rider Effective Date and every [three] months thereafter		
Special Funds [ING Liquid Assets Portfolio]		
Excluded Funds [None]		

FOR INQUIRIES, INFORMATION OR RESOLUTION OF COMPLAINTS YOU MAY CALL [1-800-366-0066]

The Contract to which this Guaranteed Combination Death Benefit and Transfer Rider ("this Rider") is attached is modified by the provisions of this Rider. This Rider's provisions control where there is a conflict between this Rider and the Contract. Any capitalized terms not defined in this Rider shall have the meaning given to them in the Contract.

Subject to the terms, conditions and limitations set forth below, this Rider guarantees that if any Owner (any Annuitant if any Owner is not an individual) dies before the Annuity Commencement Date, we will pay the Death Benefit provided by this Rider in lieu of any other Death Benefit provided in the Contract.

1. IMPORTANT TERMS AND DEFINITIONS

In this Rider:

The **Contract** means the Contract to which this Rider is attached.

The **Determination Date** will always be on the same day of the month and at the frequency shown in the Rider Data Table. If there is no corresponding date or if the Determination Date falls on a non-Business Day, the next Business Day will be used.

The **Rider Effective Date** is the date this Rider becomes effective. The Rider Effective Date is the same as the Contract Date.

2. INVESTMENT OPTION CLASSIFICATIONS

Covered Funds, applicable to this Rider, are any investment options not designated as Special or Excluded Funds.

Special Funds, applicable to this Rider and existing on the Rider Effective Date, are shown in the Rider Data Table.

Excluded Funds, applicable to this Rider and existing on the Rider Effective Date, are shown in the Rider Data Table.

We may classify newly available investment options as Special or Excluded Funds. We may reclassify an existing investment option as a Special or Excluded Fund or remove such designation upon prior notice to you. Such reclassification will apply to Accumulation Value transferred or otherwise added to such investment option(s) after the date of change. We may reduce the Contract's M & E Charge for that portion of the Contract's Accumulation Value allocated to Special or Excluded Funds.

3. THE DEATH BENEFIT

The Death Benefit is the greater of (1), (2), (3), (4) or (5), where:

- (1) is the Accumulation Value less any recapture of Premium Credits, if applicable;
- (2) is the Standard Death Benefit less any recapture of Premium Credits, if applicable;
- (3) is the lesser of (a) or (b) less any recapture of Premium Credits, if applicable, where:
 - (a) is the Rollup Death Benefit, and
 - (b) is the Maximum Rollup Death Benefit;
- (4) is the Ratchet Death Benefit less any recapture of Premium Credits, if applicable; and
- (5) is the Cash Surrender Value.

Standard Death Benefit

The Standard Death Benefit is equal to the sum of (1), (2) and (3), where:

- (1) is the Standard Death Benefit Base for Covered Funds;
- (2) is the Standard Death Benefit Base for Special Funds; and
- (3) is the Accumulation Value allocated to Excluded Funds.

On the Rider Effective Date, the initial Standard Death Benefit Base for Covered or Special Funds is the Initial Premium plus any Premium Credits, if applicable, allocated to Covered or Special Funds. Subject to the "Change of Owner" section below, on any Business Day thereafter the Standard Death Benefit Base for Covered or Special Funds is calculated as follows:

- (1) Start with the Standard Death Benefit Base for Covered or Special Funds from the prior Business Day.
- (2) Add to (1) any Additional Premiums and any Premium Credits, if applicable, allocated to Covered or Special Funds during the current Business Day.
- (3) Adjust (2) for any transfers to or from Covered or Special Funds during the current Business Day.
- (4) Subtract from (3) adjustments for any Withdrawals from Covered or Special Funds during the current Business Day.

This Rider also has a Standard Death Benefit Base for Excluded Funds with a corresponding definition, but with respect to Accumulation Value allocated to Excluded Funds. The Standard Death Benefit Base for Excluded Funds is used solely for the purpose of accounting for fund transfers and is not included in the calculation of the Standard Death Benefit.

Transfers from Special Funds to Covered or Excluded Funds will reduce the Standard Death Benefit Base for Special Funds on a pro-rata basis. The resulting increase in the Standard Death Benefit Base for Covered or Excluded Funds will equal the reduction in the Standard Death Benefit Base for Special Funds.

Transfers from Covered Funds to Special or Excluded Funds will reduce the Standard Death Benefit Base for Covered Funds on a pro-rata basis. The resulting increase in the Standard Death Benefit Base for Special or Excluded Funds will equal the reduction in the Standard Death Benefit Base for Covered Funds.

Transfers from Excluded Funds to Covered or Special Funds will reduce the Standard Death Benefit Base for Excluded Funds on a pro-rata basis. The resulting increase in the Standard Death Benefit Base for Covered or Special Funds will equal the lesser of the reduction in the Standard Death Benefit Base for Excluded Funds or the net Accumulation Value transferred.

Rollup Death Benefit

The Rollup Death Benefit is equal to the sum of (1), (2) and (3), where:

- (1) is the Rollup Death Benefit Base for Covered Funds;
- (2) is the Rollup Death Benefit Base for Special Funds; and
- (3) is the Accumulation Value allocated to Excluded Funds.

On the Rider Effective Date the initial Rollup Death Benefit Base for Covered Funds is the Initial Premium plus any Premium Credits, if applicable, allocated to Covered Funds. Subject to the "Change of Owner" section below, on any Business Day thereafter prior to the Contract Anniversary on which the Owner reaches the Maximum Rollup Age, or before the Maximum Rollup Death Benefit has been reached, the Rollup Death Benefit Base for Covered Funds is calculated as follows:

- (1) Start with the Rollup Death Benefit Base for Covered Funds from the prior Business Day.
- (2) Calculate interest on (1) for the current Valuation Period at the Rollup Death Benefit Interest Rate shown in the Rider Data Table.
- (3) Add (1) and (2).
- (4) Add to (3) any additional Premiums and any Premium Credits, if applicable, allocated to Covered Funds during the current Business Day.
- (5) Adjust (4) for any transfers made to or from Covered Funds during the current Business Day.
- (6) Subtract from (5) adjustments for any Withdrawals from Covered Funds during the current Business Day.

Subject to the "Change of Owner" section below, on any Business Day following the Contract Anniversary on which the Owner reaches the Maximum Rollup Age, or after the Maximum Rollup Death Benefit has been reached, the Rollup Death Benefit Base for Covered Funds is calculated as follows:

- (1) Start with the Rollup Death Benefit Base for Covered Funds from the prior Business Day.
- (2) Add to (1) any additional Premiums and any Premium Credits, if applicable, allocated to Covered Funds during the current Business Day.
- (3) Adjust (2) for any transfers to or from Covered Funds during the current Business Day.
- (4) Subtract from (3) adjustments for any Withdrawals from Covered Funds during the current Business Day.

This Rider also has a Rollup Death Benefit Base for Excluded Funds with a corresponding definition, but with respect to Accumulation Value allocated to Excluded Funds. The Rollup Death Benefit Base for Excluded Funds is used solely for the purpose of accounting for fund transfers and is not included in the calculation of the Rollup Death Benefit.

On the Rider Effective Date the initial Rollup Death Benefit Base for Special Funds is the Initial Premium, plus any Premium Credits, if applicable, allocated to Special Funds. Subject to the "Change of Owner" section below, on any Business Day thereafter prior to the Contract Anniversary on which the Owner reaches the Maximum Rollup Age, or before the Maximum Rollup Death Benefit has been reached, the Rollup Death Benefit for Special Funds is calculated as follows:

- (1) Start with the Rollup Death Benefit Base for Special Funds from the prior Business Day.

- (2) Add to (1) any additional Premiums and any Premium Credits, if applicable, allocated to Special Funds during the current Business Day.
- (3) Adjust (2) for any transfers to or from Special Funds during the current Business Day.
- (4) Subtract from (3) adjustments for any Withdrawals from Special Funds during the current Business Day.

Transfers from Special Funds to Covered or Excluded Funds will reduce the Rollup Death Benefit Base for Special Funds on a pro-rata basis. The resulting increase in the Rollup Death Benefit Base for Covered or Excluded Funds will equal the reduction in the Rollup Death Benefit Base for Special Funds.

Transfers from Covered Funds to Special or Excluded Funds will reduce the Rollup Death Benefit Base for Covered Funds on a pro-rata basis. The resulting increase in the Rollup Death Benefit Base for Special or Excluded Funds will equal the reduction in Rollup Death Benefit Base for Covered Funds.

Transfers from Excluded Funds to Covered or Special Funds will reduce the Rollup Death Benefit Base for Excluded Funds on a pro-rata basis. The resulting increase in the Rollup Death Benefit Base for Covered or Special Funds will equal the lesser of the reduction in the Rollup Death Benefit Base for Excluded Funds or the net Accumulation Value transferred.

The Maximum Rollup Death Benefit is equal to (1) multiplied by (2) minus (3), where:

- (1) is the sum of all Premiums paid, plus any Premium Credits, if applicable;
- (2) is the Maximum Rollup Death Benefit Multiplier; and
- (3) is adjustments for any Withdrawals.

Any addition due to spousal continuation will not affect the Rollup Death Benefit Base or the Maximum Rollup Death Benefit.

Ratchet Death Benefit

The Ratchet Death Benefit is equal to the sum of (1), (2) and (3) where:

- (1) is the Ratchet Death Benefit Base for Covered Funds;
- (2) is the Ratchet Death Benefit Base for Special Funds; and
- (3) is the Accumulation Value allocated to Excluded Funds.

On the Rider Effective Date the initial Ratchet Death Benefit Base for Covered or Special Funds is the Initial Premium plus any Premium Credits, if applicable, allocated to Covered or Special Funds. Subject to the "Change of Owner" section below, on each Determination Date thereafter the Ratchet Death Benefit Base for Covered and Special Funds is calculated as follows:

- (1) Start with the Ratchet Death Benefit Base for Covered or Special Funds from the prior Determination Date.
- (2) Add to (1) any Additional Premiums and any Premium Credits, if applicable, allocated to Covered or Special Funds and adjustments for transfers to (1) since the prior Determination Date.
- (3) Adjust (2) for any transfers to or from Covered or Special Funds since the prior Determination Date.
- (4) Subtract from (3) any adjustments for Withdrawals from Covered or Special Funds since the prior Determination Date.
- (5) On a Determination Date that occurs on or prior to the date the Owner (the Annuitant if the Owner is not an individual) attains the Maximum Ratchet Age, shown in the Rider Data Table, we set the Ratchet Death Benefit Base for Covered or Special Funds equal to the greater of (4) or the Accumulation Value allocated to Covered or Special Funds minus any fees or charges deducted as of such date. At any other time, the Ratchet Death Benefit Base for Covered or Special Funds is equal to (4).

For the purpose of the first calculation under this paragraph, the initial Ratchet Death Benefit Base for Covered or Special Funds will be deemed to be the Ratchet Death Benefit Base for Covered or Special Funds on the prior Determination Date.

This Rider also has a Ratchet Death Benefit Base for Excluded Funds with a corresponding definition, but with respect to Accumulation Value allocated to Excluded Funds. The Ratchet Death Benefit Base for Excluded Funds is used solely for the purpose of accounting for fund transfers and is not included in the calculation of the Ratchet Death Benefit.

Transfers from Special Funds to Covered or Excluded Funds will reduce the Ratchet Death Benefit Base for Special Funds on a pro-rata basis. The resulting increase in the Ratchet Death Benefit Base for Covered or Excluded Funds will equal the reduction in the Ratchet Death Benefit Base for Special Funds.

Transfers from Covered Funds to Special or Excluded Funds will reduce the Ratchet Death Benefit Base for Covered Funds on a pro-rata basis. The resulting increase in the Ratchet Death Benefit Base for Special or Excluded Funds will equal the reduction in Ratchet Death Benefit Base for Covered Funds.

Transfers from Excluded Funds to Covered or Special Funds will reduce the Ratchet Death Benefit Base for Excluded Funds on a pro-rata basis. The resulting increase in the Ratchet Death Benefit Base for Covered or Special Funds will equal the lesser of the reduction in the Ratchet Death Benefit Base for Excluded Funds and the net Accumulation Value transferred.

Withdrawal Adjustments

For any Withdrawal, the Death Benefit components will be reduced on a pro-rata basis. The pro-rata Withdrawal adjustment is equal to (1) divided by (2) multiplied by (3), where:

- (1) is the Accumulation Value withdrawn;
- (2) is the Accumulation Value immediately prior to Withdrawal; and
- (3) is the amount of the applicable Death Benefit component immediately prior to the Withdrawal.

Separate adjustments will apply to Withdrawals from Covered, Excluded and Special Funds as well as the Maximum Rollup Death Benefit.

4. CHANGE OF OWNER

A change of Owner will result in the recalculation of the Death Benefit, the Standard Death Benefit, the Rollup Death Benefit, the Ratchet Death Benefit, and the Maximum Rollup Death Benefit.

If a change of ownership from a sole Owner results in a new sole Owner whose Age at the time of the change is less than or equal to the Maximum Rollup Eligibility Age shown in the Rider Data Table and there have never been multiple Owners, the Rollup Death Benefit, the Ratchet Death Benefit and the Maximum Rollup Death Benefit in effect prior to the change will remain in effect and "The Death Benefit" section will apply.

If a change of ownership from a sole Owner results in a new sole Owner whose Age at the time of the change is greater than the Maximum Rollup Eligibility Age, but not greater than the Maximum Standard Eligibility Age:

- (1) The Rollup Death Benefit, the Ratchet Death Benefit, and the Maximum Rollup Death Benefit following the change will be set to zero and remain at zero until the Contract is terminated; and
- (2) The Death Benefit will then be the greater of:
 - (a) The Cash Surrender Value;
 - (b) The Accumulation Value, less any recapture of Premium Credits, if applicable; or
 - (c) The Standard Death Benefit less any recapture of Premium Credits, if applicable.

If a change of ownership results in multiple Owners, the Rollup Death Benefit, the Ratchet Death Benefit and the Maximum Rollup Death Benefit will be set to zero and remain at zero until the Contract is terminated. If the Age of all Owners is equal to or less than the Maximum Standard Eligibility Age at the time of the change, the Death Benefit will then be the greater of (2)(a), (2)(b) or (2)(c) above.

If a change of ownership results in any new Owner whose Age is greater than the Maximum Standard Eligibility Age at the time of the change, the Standard Death Benefit, Rollup Death Benefit, Ratchet Death Benefit and Maximum Rollup will be set to zero and remain at zero until the Contract is terminated and the Death Benefit will then be the greater of:

- (1) the Accumulation Value less any recapture of Premium Credits, if applicable; or
- (2) the Cash Surrender Value.

When a change of Owner reduces the Rollup Death Benefit, the Ratchet Death Benefit and the Maximum Rollup Death Benefit to zero, there will be a reduction in the M & E Charge.

5. SPOUSAL CONTINUATION UPON DEATH OF OWNER

If any Owner (any Annuitant, if any Owner is not an individual) dies before the Annuity Commencement Date and the Contract is continued by the deceased Owner's spouse, as defined under federal law, pursuant to Section 72(s) of the Code and the terms of the Contract, the following will apply:

- (1) If the greater of (2), (3) or (4) in the Death Benefit calculation minus the Accumulation Value is greater than zero, we will add that difference to the Accumulation Value. This addition will be allocated to the Variable Sub-accounts in the same proportion as the Accumulation Value in each Variable Sub-account bears to the Accumulation Value in the Variable Separate Account. If there is no Accumulation Value in the Variable Separate Account, the addition will be allocated to the Specially Designated Variable Sub-account.
- (2) The Death Benefit in effect at the time of the Owner's death will continue to apply, with all Age criteria using the surviving spouse's Age as the determining Age.

6. BENEFIT CHARGES

The charges for the benefits provided by this Rider are incorporated into the Contract's M & E Charge, shown in the Contract Schedule.

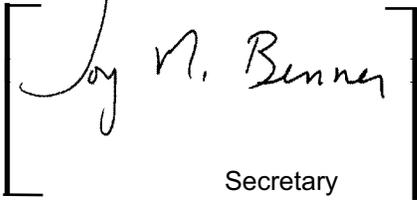
7. RIDER TERMINATION

This Rider will terminate immediately upon occurrence of any of the following:

- (1) If the Contract is terminated, including application of the Contract's Accumulation Value to an Annuity Plan;
- (2) Upon the death of any Owner, unless the Contract is continued on the life of the Owner's spouse; or
- (3) If any Owner is not an individual and any Annuitant dies, unless the Contract is continued on the life of the Annuitant's spouse.

This Rider has no Cash Surrender Value or other non-forfeiture benefits upon termination. This Rider may not be cancelled unless the Contract is terminated.

All other provisions of the Contract to which this Rider is attached remain unchanged.

Signed:  Secretary

SERFF Tracking Number: WEST-125767046 State: Arkansas
Filing Company: ING USA Annuity and Life Insurance Company State Tracking Number: 40330
Company Tracking Number: IU-IA-4005 ET AL
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: IU-IA-4005 et al
Project Name/Number: IU-IA-4005 et al/IU-IA-4005 et al

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: WEST-125767046 State: Arkansas
Filing Company: ING USA Annuity and Life Insurance Company State Tracking Number: 40330
Company Tracking Number: IU-IA-4005 ET AL
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: IU-IA-4005 et al
Project Name/Number: IU-IA-4005 et al/IU-IA-4005 et al

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 08/08/2008

Comments:

Attachment:

AR Rule 19 Certification.pdf

Review Status:

Satisfied -Name: Statements of Variability 09/19/2008

Comments:

Statements of Variability for Riders:

IU-RA-4005

IU-RA-4006

IU-RA-4007

IU-RA-4008

Attachments:

SoV IU-RA-4005.pdf

SoV IU-RA-4006.pdf

SoV IU-RA-4007.pdf

SoV IU-RA-4008.pdf

**ARKANSAS
POLICY FORM CERTIFICATION**

Form: IU-RA-4005, IU-RA-4006, IU-RA-4007 and IU-RA-4008

I have reviewed the enclosed policy form and certify that the form submitted meets the provisions of Rule 19 as well as all applicable requirements of the Arkansas Insurance Department.

Signed:

A handwritten signature in cursive script that reads "Alice W. Su".

Alice W. Su, FSA, MAAA
Vice President

ING USA Annuity and Life Insurance Company
Statement of Variability for
Earnings Multiplier Death Benefit Rider
Form IU-RA-4005

Rider Data Table

Item	Variability
Contract Number Rider Effective Date Rider Issue Age	This information will vary to the extent necessary to reflect "issue specific" data.
EMDB Factor	The EMDB Factors shown are the current factors at filing. However, we may vary the factors as well as the corresponding age groupings. The factors as well as the ages could be changed as an alternative to raising the rider charge if market conditions change or risk management requirements change. Examples of market conditions that may have an effect on the performance of the product include: interest rates, equity growth assumptions, mortality experience, competitor product designs, contract owner behavior experience, and reserve or capital requirements. Risk management requirements are set by company management but may be impacted by regulatory bodies and market analysts. Any change in the EMDB Factor or corresponding ages would only apply to all new issues on a uniform basis and would not unfairly discriminate.
Maximum EMDB Base Factor	The Maximum EMDB Base Factor shown is the current factor at filing. However, we may vary the Maximum EMDB Base Factor between 100% and 400%. The Maximum EMDB Base Factor could be lowered as an alternative to raising the rider charge if market conditions change or risk management requirements change (see examples above under EMDB Factor). Any change in the Maximum EMDB Base Factor would only apply to all new issues on a uniform basis and would not unfairly discriminate.
Maximum Eligibility Age	The Maximum Eligibility Age shown is the current age at filing. However, we may vary the Maximum Eligibility Age between 70 to 95 years. The Maximum Eligibility Age could be lowered as an alternative to raising the rider charge if market conditions change or risk management requirements change (see examples above under EMDB Factor). Any change in the Maximum Eligibility Age would only apply to all new issues on a uniform basis and would not unfairly discriminate.
EMDB Annual Charge Rate	The EMDB Annual Charge Rate shown is the current charge for this rider at filing. However, we reserve the right to charge up to 0.70% annually (0.175% quarterly) without re-filing as well as attach the rider without cost to the owner. We may change the charge in response to changing market conditions or risk management requirements (see examples above under EMDB Factor). Any change would only apply to all new issues on a uniform basis and would not unfairly discriminate.
EMDB Annual Charge Rate Factor	We may change the EMDB Annual Charge Rate Factor. A change would only occur to correspond to the appropriate number of deduction dates that would occur in a year. Such change would only apply to all new issues on a uniform basis and would not unfairly discriminate.
Deduction Date	The Deduction Dates shown are the current Deduction Dates

**ING USA Annuity and Life Insurance Company
 Statement of Variability for
 Earnings Multiplier Death Benefit Rider
 Form IU-RA-4005**

	<p>at filing. However, the Deduction Dates could occur quarterly, semi-annually, or annually. Deduction Dates could be changed from every quarterly contract anniversary to every semi-annual contract anniversary, or annual contract anniversary as an alternative to raising the rider charge if market conditions change or risk management requirements change (see examples above under EMDB Factor). Any change in Deduction Dates would only apply to all new issues on a uniform basis and would not unfairly discriminate.</p>
--	--

Page 3

Item	Variability
Officers' Signatures	The Officers' signatures may be modified as appropriate to reflect changes in company operations.



 Michael Katz, FSA, MAAA
 Actuary
 ING USA Annuity and Life Insurance Company

August 25, 2008
 Date

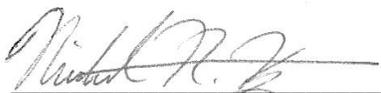
ING USA Annuity and Life Insurance Company
Statement of Variability for
Guaranteed Standard Death Benefit and Transfer Endorsement
Form IU-RA-4006

Rider Data Table

Item	Variability
Contract Number Rider Effective Date	This information will vary to the extent necessary to reflect "issue specific" data.
Maximum Standard Eligibility Age	Variability of the Maximum Standard Eligibility Age for the purpose of determining death benefit provisions after a change of owner has been included to allow the company to protect against changes in mortality, a change in market conditions, or a change in competitive pressures. Any change in Owner attained age limits would apply only to new issues on a uniform basis and would not unfairly discriminate.
Excluded Funds	The Excluded Funds may vary if a fund is introduced, no longer available for investment, or reclassified as an Excluded Fund. The Excluded Funds could change as an alternative to raising the rider charge if market conditions change or risk management requirements change. Examples of market conditions that may have an effect on the performance of the product include: interest rates, equity growth assumptions, mortality experience, competitor product designs, contract owner behavior experience, and reserve or capital requirements. Risk management requirements are set by company management but may be impacted by regulatory bodies and market analysts.

Page 3

Item	Variability
Officers' Signatures	The Officers' signatures may be modified as appropriate to reflect changes in company operations.



Michael Katz, FSA, MAAA
Actuary
ING USA Annuity and Life Insurance Company

August 25, 2008
Date

ING USA Annuity and Life Insurance Company
Statement of Variability for
Guaranteed Ratchet Death Benefit and Transfer Endorsement
Form IU-RA-4007

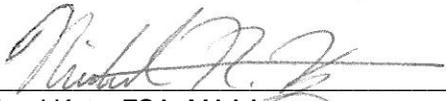
Rider Data Table

Item	Variability
Contract Number Rider Effective Date	This information will vary to the extent necessary to reflect "issue specific" data.
Maximum Standard Eligibility Age	Variability of the Maximum Standard Eligibility Age for the purpose of determining death benefit provisions after a change of owner has been included to allow the company to protect against changes in mortality, a change in market conditions, or a change in competitive pressures. Any change in Owner attained age limits would apply only to new issues on a uniform basis and would not unfairly discriminate.
Maximum Ratchet Age	The Maximum Ratchet Age shown is the current age at filing. However, we may vary the Maximum Ratchet Age between 75 to 95 years. The Maximum Ratchet Age could be changed as an alternative to raising the rider charge if market conditions change or risk management requirements change. Examples of market conditions that may have an effect on the performance of the product include: interest rates, equity growth assumptions, mortality experience, competitor product designs, contract owner behavior experience, and reserve or capital requirements. Risk management requirements are set by company management but may be impacted by regulatory bodies and market analysts. Any change in the Maximum Ratchet Age would only apply to all new issues on a uniform basis and would not unfairly discriminate.
Maximum Ratchet Eligibility Age	Variability of the Maximum Ratchet Eligibility Age for the purpose of determining death benefit provisions after a change of owner has been included to allow the company to protect against changes in mortality, a change in market conditions, or a change in competitive pressures. Any change in Owner attained age limits would apply only to new issues on a uniform basis and would not unfairly discriminate.
Determination Date	The Determination Dates shown are the current Determination Dates at filing. However, the Determination Dates could occur quarterly, semi-annually, or annually. Determination Dates could be changed from every quarterly contract anniversary to every semi-annual contract anniversary, or annual contract anniversary as an alternative to raising the rider charge if market conditions change or risk management requirements change (see examples above under Maximum Ratchet Age). Any change in Determination Dates would only apply to all new issues on a uniform basis and would not unfairly discriminate.
Excluded Funds	The Excluded Funds may vary if a fund is introduced, no longer available for investment, or reclassified as an Excluded Fund. The Excluded Funds could change as an alternative to raising the rider charge if market conditions change or risk management requirements change (see examples above under Maximum Ratchet Age).

**ING USA Annuity and Life Insurance Company
Statement of Variability for
Guaranteed Ratchet Death Benefit and Transfer Endorsement
Form IU-RA-4007**

Page 4

Item	Variability
Officers' Signatures	The Officers' signatures may be modified as appropriate to reflect changes in company operations.



Michael Katz, FSA, MAAA
Actuary
ING USA Annuity and Life Insurance Company

August 25, 2008
Date

ING USA Annuity and Life Insurance Company
Statement of Variability for
Guaranteed Combination Death Benefit and Transfer Endorsement
Form IU-RA-4008

Rider Data Table

Item	Variability
Contract Number Rider Effective Date	This information will vary to the extent necessary to reflect "issue specific" data.
Maximum Standard Eligibility Age	Variability of the Maximum Standard Eligibility Age for the purpose of determining death benefit provisions after a change of owner has been included to allow the company to protect against changes in mortality, a change in market conditions, or a change in competitive pressures. Any change in Owner attained age limits would apply only to new issues on a uniform basis and would not unfairly discriminate.
Maximum Ratchet Age	The Maximum Ratchet Age shown is the current age at filing. However, we may vary the Maximum Ratchet Age between 75 to 95 years. The Maximum Ratchet Age could be changed as an alternative to raising the rider charge if market conditions change or risk management requirements change. Examples of market conditions that may have an effect on the performance of the product include: interest rates, equity growth assumptions, mortality experience, competitor product designs, contract owner behavior experience, and reserve or capital requirements. Risk management requirements are set by company management but may be impacted by regulatory bodies and market analysts. Any change in the Maximum Ratchet Age would only apply to all new issues on a uniform basis and would not unfairly discriminate.
Rollup Death Benefit Interest Rate	The Rollup Death Benefit Interest Rate shown is the current rate at filing. However, we may vary the Rollup Death Benefit Interest Rate between 0% and 7%. The Rollup Death Benefit Interest Rate could be lowered as an alternative to raising the rider charge if market conditions change or risk management requirements change (see examples above under Maximum Ratchet Age). Any change in the Rollup Death Benefit Interest Rate would only apply to all new issues on a uniform basis and would not unfairly discriminate.
Maximum Rollup Age	The Maximum Rollup Age shown is the current age at filing. However, we may vary the Maximum Rollup Age between 75 to 95 years. The Maximum Rollup Age could be lowered as an alternative to raising the rider charge if market conditions change or risk management requirements change (see examples above under Maximum Ratchet Age). Any change in the Maximum Rollup Age would only apply to all new issues on a uniform basis and would not unfairly discriminate.
Maximum Rollup Eligibility Age	Variability of the Maximum Rollup Eligibility Age for the purpose of determining death benefit provisions after a change of owner has been included to allow the company to protect against changes in mortality, a change in market conditions, or a change in competitive pressures. Any change in Owner attained age limits would apply only to new issues on a uniform basis and would not unfairly discriminate.
Maximum Rollup Death Benefit	We may change the Maximum Rollup Death Benefit Multiplier

ING USA Annuity and Life Insurance Company
Statement of Variability for
Guaranteed Combination Death Benefit and Transfer Endorsement
Form IU-RA-4008

Multiplier	between 1 and 5 if market conditions change or risk management requirements change (see examples above under Maximum Ratchet Age). Such change would only apply to all new issues on a uniform basis and would not unfairly discriminate.
Determination Date	The Determination Dates shown are the current Determination Dates at filing. However, the Determination Dates could occur quarterly, semi-annually, or annually. Determination Dates could be changed from every quarterly contract anniversary to every semi-annual contract anniversary, or annual contract anniversary as an alternative to raising the rider charge if market conditions change or risk management requirements change (see examples above under Maximum Ratchet Age). Any change in Determination Dates would only apply to all new issues on a uniform basis and would not unfairly discriminate.
Special Funds	The Special Funds may vary if a fund is introduced, no longer available for investment, or reclassified as a Special Fund. The Special Funds could change as an alternative to raising the rider charge if market conditions change or risk management requirements change (see examples above under Maximum Ratchet Age).
Excluded Funds	The Excluded Funds may vary if a fund is introduced, no longer available for investment, or reclassified as an Excluded Fund. The Excluded Funds could change as an alternative to raising the rider charge if market conditions change or risk management requirements change (see examples above under Maximum Ratchet Age).

Page 6

Item	Variability
Officers' Signatures	The Officers' signatures may be modified as appropriate to reflect changes in company operations.



 Michael Katz, FSA, MAAA
 Actuary
 ING USA Annuity and Life Insurance Company

August 25, 2008
 Date