

SERFF Tracking Number: APLE-125707657 State: Arkansas  
Filing Company: Industrial Alliance Pacific Insurance and State Tracking Number: 39443  
Financial Services Inc.  
Company Tracking Number: TQP ENDS  
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other  
Product Name: TQP Endorsements  
Project Name/Number: TQP Endorsements/TQP ENDS

## Filing at a Glance

Company: Industrial Alliance Pacific Insurance and Financial Services Inc.

Product Name: TQP Endorsements	SERFF Tr Num: APLE-125707657	State: ArkansasLH
TOI: A10 Annuities - Other	SERFF Status: Closed	State Tr Num: 39443
Sub-TOI: A10.000 Annuities - Other	Co Tr Num: TQP ENDS	State Status: Approved-Closed
Filing Type: Form	Co Status:	Reviewer(s): Linda Bird
	Author: Linda Dymacek	Disposition Date: 06/27/2008
	Date Submitted: 06/26/2008	Disposition Status: Approved
Implementation Date Requested: On Approval		Implementation Date:

State Filing Description:

## General Information

Project Name: TQP Endorsements	Status of Filing in Domicile: Authorized
Project Number: TQP ENDS	Date Approved in Domicile: 08/29/2007
Requested Filing Mode:	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Group Market Size:
Overall Rate Impact:	Group Market Type:
Filing Status Changed: 06/27/2008	
State Status Changed: 06/27/2008	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	

Attached are five tax-qualified plan endorsements to be used with all current and future annuities approved by your department as appropriate upon application.

## Company and Contact

### Filing Contact Information

Linda Dymacek, Compliance Analyst      linda.dymacek@iaplife.com

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PO Box 8118 (888) 473-5540 [Phone]  
Blaine, WA 98231-8118 (480) 502-5088[FAX]

**Filing Company Information**

Industrial Alliance Pacific Insurance and CoCode: 84514 State of Domicile: Washington  
Financial Services Inc.  
Box 8118 Group Code: Company Type: Stock  
Blaine, WA 98231-8118 Group Name: State ID Number:  
(888) 681-9201 ext. [Phone] FEIN Number: 98-0018913  
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## Filing Fees

Fee Required? Yes  
Fee Amount: \$100.00  
Retaliatory? No  
Fee Explanation: 5 forms x \$20 \$100  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Industrial Alliance Pacific Insurance and Financial Services Inc.	\$100.00	06/26/2008	21117326

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	06/27/2008	06/27/2008

SERFF Tracking Number: *APLE-125707657* State: *Arkansas*  
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## **Disposition**

Disposition Date: 06/27/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: *APLE-125707657* State: *Arkansas*  
 Filing Company: *Industrial Alliance Pacific Insurance and* State Tracking Number: *39443*  
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<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Certification/Notice		Yes
<b>Supporting Document</b>	Application		No
<b>Supporting Document</b>	Life & Annuity - Acturial Memo		No
<b>Form</b>	Section 457(b) Endorsement		Yes
<b>Form</b>	Amendment for IRA		Yes
<b>Form</b>	Policy Rider for ROTH IRA		Yes
<b>Form</b>	Non-ERISA Tax Sheltered Annuity Endorsement		Yes
<b>Form</b>	Section 403(b) Policy Loan Rider		Yes

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## Form Schedule

Lead Form Number: END-IRA

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	END-457	Certificate	Section 457(b) Amendmen t, Insert Page, Endorseme nt or Rider	Initial		46	FINAL - END-457 (NCN).pdf
	END-IRA	Certificate	Amendment for IRA Amendmen t, Insert Page, Endorseme nt or Rider	Initial		48	FINAL - END-IRA (NCN).pdf
	END-ROTH	Certificate	Policy Rider for Amendmen ROTH IRA t, Insert Page, Endorseme nt or Rider	Initial		41	FINAL - END-ROTH IRA (NCN).pdf
	END-TSA	Certificate	Non-ERISA Tax Amendmen Sheltered Annuity t, Insert Endorsement Page, Endorseme nt or Rider	Initial		40	FINAL - END-TSA (NCN).pdf
	RIDER-Loan 403(b)	Certificate	Section 403(b) Policy Amendmen Loan Rider t, Insert Page, Endorseme nt or Rider	Initial		43	RIDER-Loan 403(b) (NCN).pdf

**SECTION 457(b) ENDORSEMENT  
(Governmental Plans Only)**

Industrial Alliance Pacific Insurance and Financial Services Inc.

This Endorsement amends the Policy to which it is attached. The Policy is issued in connection with an eligible deferred compensation plan ("Plan") within the meaning of Section 457(b) of the Internal Revenue Code ("IRC") that is established and maintained by a state, political subdivision of a state, or agency or instrumentality of a state or political subdivision of a state ("Employer"). Where the provision of this Endorsement are inconsistent with the provision of the Policy, including the provision of any other endorsements or riders issued with the Policy, the provisions of this Endorsement will control.

It is intended that the Policy be issued in connection with a Plan that complies with the requirements of IRC Section 457(b) and the regulations thereunder, and with the exclusive benefit requirements of IRC Section 457(g). Compliance with the applicable provisions of the Plan and the IRC is the responsibility of the Employer and/or the Owner, *e.g.*, the Policy must be a permissible investment under the Plan, and the Owner must exercise all rights under the Policy in accordance with the terms of the Plan.

1. **Owner, Annuitant and Beneficiary.** The Owner of the Policy must be the trustee of a trust described in IRC Section 457(g)(1) ("Trust"). The Annuitant must be a participant in the Plan, former participant in the Plan, or Beneficiary of a participant or former participant in the Plan. Except as otherwise permitted by applicable federal tax law, the Owner and the Annuitant cannot be changed. The Beneficiary is designated by the Annuitant and is (a) the Primary Beneficiary or, (b) if there is no Primary Beneficiary living at the time of the Annuitant's death, the Contingent Beneficiary or, (c) if there is no Primary Beneficiary or Contingent Beneficiary living at the time of the Annuitant's death, the Annuitant's estate.
2. **Exclusive Benefit.** The Policy must be held at all times in the Trust for the exclusive benefit of Plan participants and their beneficiaries. Except as provided in section 4 of this Endorsement, the Policy and the benefits under the Policy may not be sold, assigned, discounted or pledged as collateral for a loan or as security for the performance of any obligation or for any other purpose to any person other than Industrial Alliance Pacific Insurance and Financial Services Inc.
3. **Loans.** While the Policy is in force, the Owner may borrow from the surrender value using the Policy as the sole security for the loan. Loans under the Policy are subject to the requirements and limitations imposed by the Plan, IRC Section 72(p), IRC Section 457(b), the Policy Loan Agreement, and Industrial Alliance Pacific Insurance and Financial Services Inc.
4. **Changes to Endorsement and Policy.** Industrial Alliance Pacific Insurance and Financial Services Inc. may change the terms and/or the administration of this Endorsement and/or the Policy at any time as needed to comply with IRC Section 457(b) and the regulations thereunder.

Industrial Alliance Pacific Insurance and Financial Services Inc. has signed this Rider as part of the Policy to which it is attached.

Signed for the Industrial Alliance Pacific Insurance and Financial Services Inc.



Secretary



President

**AMENDMENT FOR IRA**  
**Industrial Alliance Pacific Insurance and Financial Services Inc.**

*This Rider amends the Policy to which it is attached.*

The Policy to which this Rider is attached is amended as specified below to qualify as an Individual Retirement Annuity ("IRA") under Section 408(b) of the Internal Revenue Code ("IRC"). Where the provisions of this Rider are inconsistent with the provisions of the Policy, including the provisions of any other endorsements or riders issued with the Policy, the provisions of this Rider will control.

1. This Policy is established for the exclusive benefit of the Owner and the Owner's beneficiaries.
2. The Owner must be a natural person who is the sole Owner of the Policy and the Annuitant. A Joint Owner cannot be named. Except as otherwise permitted under Section 6(d) of this Rider, and otherwise permitted under applicable federal tax law, neither the Owner nor the Annuitant may be changed. Also, all payments made from the Policy while the Owner is alive must be made to the Owner. All distributions under a joint and survivor Annuity Option that are made after the Owner's death and while the Joint Annuitant is alive must be made to the Joint Annuitant.
3. If the Policy is issued in connection with a Simplified Employee Pension ("SEP") as described in IRC Section 408(k), the method of calculating annuity payments and benefits under the Policy are to be based on unisex rates, and any references to sex or gender (with regard to rates and benefits) in the Policy are deleted.
4. The Owner's interest in the Policy is nontransferable and, except as provided by law, is nonforfeitable. In particular, the Policy may not be sold, assigned, discounted or pledged as collateral for a loan or as security for the performance of any obligation or for any other purpose, to any person other than the Company (other than a transfer incident to a divorce or separation instrument in accordance with IRC Section 408(d)(6)). No loans may be made under this Policy unless permitted under federal tax law.
5. Maximum payments.

A Premium permitted under the Policy may not include any amounts other than a rollover contribution (as permitted by IRC Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), and 457(e)(16), a nontaxable transfer from an individual retirement plan under IRC Section 7701(a)(37), a contribution made in accordance with the terms of a SEP, and a contribution in cash not exceeding the amount permitted under IRC Sections 291(b) and 408(b) (or such other amount provided by applicable federal tax law). In particular, unless otherwise provided by applicable federal tax law:

- (a) The total cash contribution shall not exceed \$4,000 for any taxable year beginning in 2006 and 2007, and \$5,000 for any taxable year beginning in 2008 and thereafter. After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under IRC Section 219(b)(5)(C). Such adjustments will be in multiples of \$500.
- (b) In the case of an individual who is 50 or older, the annual cash contribution limit is increased by \$1000 for any taxable year beginning in 2006 and years thereafter.

No contributions will be accepted under a SIMPLE IRA plan established by an employer pursuant to IRC Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period starting on the date the individual first participated in the employer's SIMPLE IRA plan.

6. Required minimum distributions.
  - (a) Notwithstanding any provision of this Policy to the contrary, the distribution of the Owner's interest in the Policy shall be made in accordance with the minimum distribution requirements of IRC Sections 401(a)(9) and 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Policy (as determined under subsection (d)(v) of this Section 6) must satisfy the requirements of IRC Section 408(a)(6) and the regulations thereunder, rather than subsections (c) and (d) of this Section 6.
  - (b) As used in this Rider, the term "required beginning date" means April 1 of the calendar year following the calendar year in which the Owner attains age 70½, or such later date provided by applicable federal tax law.
  - (c) Distributions during the Owner's life.
    - (i) Unless otherwise permitted under applicable federal tax law, the Owner's entire interest in the Policy will commence to be distributed no later than the required beginning date over (i) the life of the Owner or the lives of the Owner and his or her designated beneficiary (within the meaning of IRC Section 401(a)(9)), or (ii) a period not extending beyond the life expectancy of the Owner, or joint life and last survivor expectancy of the Owner and his or her designated beneficiary.

- (ii) If the Owner's interest is to be distributed over a period greater than one year, the amount to be distributed by December 31 of each year (including the year in which the required beginning date occurs) shall be determined in accordance with the requirements of IRC Section 401(a)(9) and the regulations thereunder. Payments must be made in periodic intervals of no longer than one year. Unless otherwise provided by applicable federal tax law, payments must be either nonincreasing or they may increase only as provided in Q&As-1, -4, and -14 of Section 1.401(a)(9)-6 of the Income Tax Regulations. Also, to the extent permitted under the Policy, payments may be changed in accordance with the provisions of Q&A-13 of Section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6 of the Income Tax Regulations.
  - (iii) The distribution periods described above in this subsection (c) may not exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).
  - (iv) If annuity payments commence on or before the required beginning date, the first required payment can be made as late as the required beginning date and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.
- (d) Distributions after the Owner's death.
- (i) If the Owner dies on or after required distributions commence, the remaining portion of his or her interest in the Policy, if any, will be distributed at least as rapidly as under the Annuity Option chosen.
  - (ii) If the owner dies before required distributions commence, his or her entire interest in the Policy will be distributed at least as rapidly as follows:
    - (A) If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the designated beneficiary's life, or over a period not extending beyond the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death or, if elected, in accordance with subparagraph (C) below.
    - (B) If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over such spouse's life, or over a period not exceeding the remaining life expectancy of the surviving spouse, or, if elected, in accordance with subparagraph (C) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's life, or over a period not extending beyond the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with subparagraph (C) below. If the spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Annuity Option chosen.
    - (C) If there is no designated beneficiary, or if applicable by operation of subparagraphs (A) or (B) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (ii)(B) above).
    - (D) Life expectancy is determined using the Single Life table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life table corresponding to the beneficiary's age in the year specified in paragraph (ii)(A) or (B) and reduced by 1 for each subsequent year.

If benefits under the Policy are payable in accordance with an Annuity Option provided under the Policy, life expectancy will not be recalculated.

- (iii) An irrevocable election of the method of distribution by a designated beneficiary who is not the surviving spouse must be made no later than the end of the calendar year immediately following the calendar year in which the Owner died. If no election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner's death.

Except as provided in paragraph (iv) below, an irrevocable election of the method of distribution by a designated beneficiary who is the surviving spouse must be made no later than the earlier of the date distributions are required to begin pursuant to subparagraph (B) above or December 31 of the calendar year containing the fifth anniversary of the Owner's death. If no election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner's death.

- (iv) If the Owner dies prior to the Income Date and the sole designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the Policy as his or her own IRA. This election will be deemed to have been made if the surviving spouse makes a contribution to this Policy or fails to take required distributions as a beneficiary. The election under this paragraph (iv) may be made only once and may not be made a second time by the surviving spouse's Beneficiary.
  - (v) Unless otherwise provided under applicable federal tax law, the "interest" in the Policy includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations. Also, prior to the date that annuity payments commence on an irrevocable basis (except for acceleration), the "interest" in the Policy includes the actuarial present value of any additional benefits provided under the Policy, such as guaranteed death benefits.
  - (vi) For purposes of this subsection (d), required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (ii)(B) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
  - (e) All Annuity Options under the Policy must meet the requirements of IRC Sections 401(a)(9) and 408(b)(3). The provisions of this Rider reflecting the requirements of these IRC Sections override any Annuity Option that is inconsistent with such requirements. If guaranteed payments are to be made under the Policy, the period over which the guaranteed payments are to be made must not exceed the period permitted under Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).
7. The Company may at its option either accept additional future Premium payments or terminate the Policy by payment in cash of the then present value for the paid up benefit if no Premiums have been received for two full consecutive Policy Years and the paid up annuity benefit at maturity would be less than \$20 per month.
8. The Company shall furnish annual calendar year reports concerning the status of the Policy and such information concerning required minimum distributions as is prescribed by the Commissioner of the Internal Revenue Service.

This Policy has been issued by the Company as an Individual Retirement Annuity Policy qualifying as such under Section 408(b), Section 408(k), and other applicable provisions of the IRC and regulations thereunder. To assure continuance of such qualification, it is agreed that the Company has the right and privilege at any time to amend this Policy as may be necessary in order to comply with changes in the IRC and the regulations and rulings thereunder. We will not be responsible for any adverse tax consequences resulting from the rejection of such an amendment.

Industrial Alliance Pacific Insurance and Financial Services Inc. has signed this Rider as part of the Policy to which it is attached.

Signed for the Industrial Alliance Pacific Insurance and Financial Services Inc.



Secretary



President

**POLICY RIDER FOR ROTH IRA**  
**Industrial Alliance Pacific Insurance and Financial Services Inc.**

**This Rider amends the Policy to which it is attached.**

The Policy to which this Rider is attached is amended as specified below to qualify as a Roth IRA under Section 408A of the Internal Revenue Code ("IRC"). Where the provisions of this Rider are inconsistent with the provisions of the Policy, including the provisions of any other endorsements or riders issued with the Policy, the provisions of this Rider will control.

1. This Policy is established for the exclusive benefit of the Owner and the Owner's beneficiaries.
2. The Owner must be a natural person who is the sole Owner of the Policy and the Annuitant. A Joint Owner cannot be named. Except as otherwise permitted under Section 5(c) of this Rider, and otherwise permitted under applicable federal tax law, neither the Owner nor the Annuitant may be changed. Also, all payments made from the Policy while the Owner is alive must be made to the Owner. All distributions under a joint and survivor Annuity Option that are made after the Owner's death and while the Joint Annuitant is alive must be made to the Joint Annuitant.
3. The Owner's interest in the Policy is nontransferable and, except as provided by law, is nonforfeitable. No loans may be made under this Policy unless permitted under federal tax law.
4. Maximum payments.
  - (a) Except in the case of a "qualified rollover contribution," a "recharacterization" (described in subsection (f) below), or a nontaxable transfer from another Roth IRA, no Premium or payment otherwise permitted under the Policy (referred to herein as a "Payment") will be accepted unless it is in cash and the total of such payments to all the Owner's Roth IRAs for a taxable year does not exceed the lesser of the Applicable Amount (as defined in subsection (b) below) or the Owner's compensation for that taxable year. The Payment described in the preceding sentence is hereinafter referred to as a "regular Payment". A "qualified rollover contribution" is a rollover contribution that meets the requirements of IRC Section 408(d)(3), except the one-rollover-per-year rule of IRC Section 408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA (a "nonRoth IRA"). A qualified rollover contribution also includes a rollover from a designated Roth account described in IRC Section 402A. Payments may be limited under subsections (c) through (e) below.
  - (b) Unless otherwise provided under applicable federal tax law, the Applicable Amount is determined under (i) or (ii) below:
    - (i) If the Owner is under age 50, the Applicable Amount is \$4,000 for any taxable year beginning in 2006 and 2007, and \$5,000 for any taxable year beginning in 2008 and years thereafter.
    - (ii) If the Owner is age 50 or older, the Applicable Amount is \$5,000 for any taxable year beginning in 2006 and 2007, and \$6,000 for any taxable year beginning in 2008 and years thereafter.After 2008, the limits in subsections (b)(i) and (ii) above will be adjusted by the Secretary of the Treasury for cost-of-living increases under IRC Section 219(b)(5)(C). Such adjustments will be in multiples of \$500.
  - (c) If (i) and/or (ii) below apply, the maximum regular Payment that can be made to all of the Owner's Roth IRAs for a taxable year is the smaller amount determined under (i) or (ii).
    - (i) The maximum regular Payment limit is gradually reduced to \$0 between certain levels of modified adjusted gross income ("modified AGI," as defined in subsection (g) below). For an Owner who is single or is a head of household, the maximum annual regular Payment is phased out between modified AGI of \$95,000 and \$110,000; for an Owner who is married filing a joint return or is a qualifying widow(er), between modified AGI of \$150,000 and \$160,000; and for an Owner who is married filing a separate return, between modified AGI of \$0 and \$10,000. If the Owner's modified AGI for a taxable year is in the phase-out range, the maximum regular Payment determined for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200.
    - (ii) If the Owner makes regular Payments to both Roth and nonRoth IRAs for a taxable year, the maximum regular Payment that can be made to all the Owner's Roth IRAs for that taxable year is reduced by the regular Payments made to the Owner's nonRoth IRAs for the taxable year.

- (d) A rollover from a nonRoth IRA cannot be made to this Roth IRA if, for the year the amount is distributed from the nonRoth IRA, (i) the Owner is married and files a separate return, (ii) the Owner is not married and has modified AGI in excess of \$100,000, or (iii) the Owner is married and together the Owner and the Owner's spouse have modified AGI in excess of \$100,000. For purposes of the preceding sentence, a husband and wife are not treated as married for the taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year.
- (e) No Payment will be accepted under a SIMPLE IRA plan established by any employer pursuant to IRC Section 408(p). Also, no transfer or rollover of funds attributable to Payments made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.
- (f) A regular Payment to a nonRoth IRA may be recharacterized pursuant to the rules in Section 1.408A-5 of the Income Tax Regulations as a regular Payment to this IRA, subject to the limits in (c) above.
- (g) For purposes of subsections (c) and (d) above, an individual's modified AGI for a taxable year is defined in IRC Section 408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a rollover from a nonRoth IRA (a "conversion").
- (h) For purposes of subsection (a) above, compensation is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in IRC Section 401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, IRC Section 401(c)(2) shall be applied as if the term trade or business for purposes of IRC Section 1402 included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the individual's gross income under IRC Section 71 with respect to a divorce or separation instrument described in subparagraph (A) of IRC Section 71(b)(2). In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a contribution to a Roth IRA or a deductible contribution to a nonRoth IRA.

5. Required minimum distributions.

- (a) Notwithstanding any provision of the Policy to the contrary, the distribution of the Owner's interest in this Roth IRA shall be made in accordance with the requirements of IRC Sections 401(a)(9) and 408(b)(3), as modified by IRC Section 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Policy (as determined under subsection (c)(iv) below) must satisfy the requirements of IRC Section 408(a)(6), as modified by IRC Section 408A(c)(5), and the regulations thereunder, rather than the distribution rules in subsection (c) below.
- (b) Distributions during the Owner's life.
  - No amount is required to be distributed prior to the death of the Owner.
- (c) Distributions after the Owner's death.
  - (i) Upon the death of the Owner, his or her entire interest will be distributed at least as rapidly as follows:
    - (A) If the designated beneficiary (within the meaning of IRC Section 401(a)(9)) is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the designated beneficiary's life, or over a period not extending beyond the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death or, if elected, in accordance with subparagraph (C) below.

- (B) If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later) over such spouse's life, or over a period not extending beyond the remaining life expectancy of the surviving spouse, or, if elected, in accordance with subparagraph (C) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's life, or over a period not extending beyond the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the surviving spouse or, if elected, will be distributed in accordance with subparagraph (C) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Annuity Option chosen.
- (C) If there is no designated beneficiary or, if applicable, by operation of subparagraph (A) or (B) above, the entire interest shall be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under subparagraph (B) above).
- (D) Life expectancy is determined by using the Single Life table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life table corresponding to the beneficiary's age in the year specified in paragraphs (i)(A) or (B) above and reduced by 1 for such subsequent year.

If benefits under the Policy are payable in accordance with an Annuity Option provided under the Policy, life expectancy shall not be recalculated.

- (ii) An irrevocable election of the method of distribution by a designated beneficiary who is not the surviving spouse must be made no later than the end of the calendar year immediately following the calendar year in which the Owner died. If no election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner's death

Except as provided in paragraph (iii) below, an irrevocable election of the method of distribution by a designated beneficiary who is the surviving spouse must be made no later than the earlier of the date distributions are required to begin pursuant to subparagraph (B) above or December 31 of the calendar year containing the fifth anniversary of the Owner's death.

- (iii) If the Owner dies prior to the Income Date and the sole designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the Policy as his or her Roth IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to this Policy or fails to take required distributions as a beneficiary. The election under this paragraph (iii) may be made only once and may not be made a second time by the surviving spouse's Beneficiary.
  - (iv) Unless otherwise provided under applicable federal tax law, the "interest" in the Policy includes the amount of any outstanding rollover, transfer, and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations. Also, prior to the date that annuity payments commence on an irrevocable basis (except for acceleration), the "interest" in the Policy includes the actuarial value of any other benefits provided under the Roth IRA, such as guaranteed death benefits.
  - (v) For purposes of subparagraph (B), required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such paragraph. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- (d) All Annuity Options under the Policy must meet the requirements applicable to Roth IRAs under the IRC and applicable Income Tax Regulations. The provisions of this Rider reflecting the requirements of these IRC Sections override any Annuity Option that is inconsistent with such requirements.

6. The Company may at its option either accept additional future Premium payments or terminate this Policy by payment in cash of the then present value of the paid-up benefit if no premiums have been received for two full consecutive Policy Years and paid-up annuity benefit at maturity would be less than \$20.00 per month.
7. The Company shall furnish annual calendar year reports concerning the status of the Policy and such information concerning required minimum distributions as is prescribed by the Commissioner of the Internal Revenue Service.

This Policy has been issued by the Company as a Roth IRA qualifying as such under IRC Section 408A(b) and other applicable provisions of the IRC and regulations thereunder. To assure continuance of such qualification, it is agreed that the Company has the right and privilege at any time to amend this Policy as may be necessary in order to comply with changes in the IRC and the regulations and rulings thereunder. We will not be responsible for any adverse tax consequences resulting from the rejection of such an amendment.

Industrial Alliance Pacific Insurance and Financial Services Inc. has signed this rider as part of the Policy to which it is attached.



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SECRETARY



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PRESIDENT

**Non-ERISA Tax Sheltered Annuity Endorsement**  
**Under Section 403(b) of the Internal Revenue Code of 1986, as Amended**  
Industrial Alliance Pacific Insurance and Financial Services Inc.

*This Endorsement amends the Policy to which it is attached.*

**General Provisions Section**

The Policy to which this Endorsement is attached is amended as specified below to qualify as an annuity contract described in Section 403(b) of the Internal Revenue Code (“IRC”) that is not subject to the requirements of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). All provisions of the Policy and this Endorsement will be interpreted in accordance with qualification as an annuity contract under IRC Section 403(b). Where the provisions of this Endorsement are inconsistent with the provisions of the Policy, including the provisions of any other endorsements or riders issued with the Policy, the provisions of this Endorsement will control.

**Owner and Annuitant**

Except as otherwise permitted by applicable federal tax law, the Annuitant must be an individual who is the sole Owner and must be an employee or former employee of an organization described in IRC Section 403(b)(1)(A) for whose benefit the organization established an annuity plan under IRC Section 403(b) in connection with which this Policy was purchased. Except as otherwise permitted by applicable federal tax law, neither the Owner nor the Annuitant can be changed, and a contingent or joint Owner may not be named under the Policy. Except as permitted under the section of this Endorsement titled “Direct Rollovers,” all distributions made while the Annuitant is alive must be made to the Annuitant, and all distributions made under a joint and survivor Annuity Option after the Annuitant’s death, and while the Joint Annuitant is alive, must be made to the Joint Annuitant.

**Nontransferable and Nonforfeitable**

The Policy is established for the exclusive benefit of the Owner and his or her beneficiaries. The Owner’s interest under the Policy is nontransferable (within the meaning of IRC Section 401(g)) and is nonforfeitable. In particular, except as permitted by federal tax law, the Policy may not be sold, assigned, discounted or pledged as collateral for a loan or as security for the performance of any obligation or for any other purpose, to any person other than Industrial Alliance Pacific Insurance and Financial Services Inc. (the “Company”).

**Unisex Rates**

The method of calculating Premium payments and benefits under the Policy are to be based on unisex rates, and any references to sex or gender (with regard to rates and benefits) in the Policy are deleted.

**Limits on Premium Payments or Contributions**

A Premium payment permitted under the Policy must be made by an organization described in IRC Section 403(b)(1)(A), except in the case of (1) a rollover contribution (as permitted by IRC Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), and 457(e)(16)), or (2) a non-taxable transfer from another contract qualifying under IRC Section 403(b) or a custodial account qualifying under IRC Section 403(b)(7). A premium payment, including a rollover contribution or a non-taxable transfer, must consist only of amounts which are not subject to the requirements of ERISA, and must not consist of after-tax amounts. Also, the requirement in the Policy of a minimum Purchase payment subsequent to the initial Purchase Payment is deleted.

Premium payments made pursuant to a salary reduction agreement shall not exceed the limits set forth in IRC Section 402(g), except as permitted under IRC Section 414(v) if applicable. Premium payments also must not exceed the limitations on contributions under IRC Sections 403(b) and 415, as applicable. To the extent Premium payments are in excess of the amounts permitted under IRC Sections 402(g), 403(b), 414(v), or 415, we may distribute amounts equal to such excess as permitted by applicable federal tax law.

**Minimum Distribution Rules**

1. The Owner’s entire interest in the Policy will be distributed as required under IRC Sections 401(a)(9) and 403(b)(10) and applicable Income Tax Regulations. The provisions of this Endorsement reflecting these requirements override any provision of the Policy that is inconsistent with such requirements.

2. As used in this Endorsement, the term “required beginning date” means April 1 of the calendar year following the later of (1) the calendar year in which the Owner attains age 70½; or (2) the calendar year in which the Owner retires, or such later date as provided by law. However, unless the Owner’s interest in the Policy is on account of the Owner’s participation in a governmental plan (as defined in IRC Section 414(d)) or church plan (as defined in IRC Section 401(a)(9)(C)), if the Owner is a 5-percent owner (as defined in IRC Section 416) of the organization described in IRC Section 403(b)(1)(A) with respect to the plan year ending in the calendar year in which the Owner attains age 70½, the required beginning date is April 1 of the calendar year following the calendar year in which the Owner attains age 70½.
3. Unless otherwise permitted under applicable law, the Owner’s entire interest in the Policy shall be distributed, or commence to be distributed, no later than the required beginning date over (a) the life of the Owner, or the lives of the Owner and his or her designated beneficiary (within the meaning of IRC Section 401(a)(9)), or (b) a period not extending beyond the life expectancy of the Owner or the joint and last survivor expectancy of the Owner and his or her designated beneficiary. Payments must be made in periodic intervals of no longer than one year. In addition, payments must be either nonincreasing or they may increase only as provided by applicable federal tax law.

If the Owner’s interest is to be distributed over a period greater than one year, the amount to be distributed by December 31 of each year (including the year in which the required beginning date occurs) will be made in accordance with the requirements of IRC Section 401(a)(9) and the regulations thereunder, including the incidental death benefit requirements of IRC Section 401(a)(9)(G) and the regulations thereunder, including the minimum distribution incidental benefit requirement under such regulations.

4. Unless otherwise permitted under applicable federal tax law, if the Owner dies after distribution of his or her interest in the Policy has begun, the remaining portion of such interest, if any, will continue to be distributed at least as rapidly as under the method of distribution being used at the time of the Owner’s death.

Unless otherwise permitted under applicable federal tax law, if the Owner dies before distribution of his or her interest in the Policy has begun, distribution of the Owner’s entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner’s death, except that if the interest is payable to an individual who is the Owner’s designated beneficiary, the designated beneficiary may elect to receive the entire interest over the life of the designated beneficiary, or over a period not extending beyond the life expectancy of the designated beneficiary, commencing on or before December 31 of the calendar year immediately following the calendar year in which the Owner died; or if the designated beneficiary is the Owner’s surviving spouse, the spouse may irrevocably elect to receive the entire interest over the life of the surviving spouse or over a period not extending beyond the life expectancy of the surviving spouse, commencing at any date prior to the later of

- (i) December 31 of the calendar year immediately following the calendar year in which the Owner died; and
- (ii) December 31 of the calendar year in which the Owner would have attained age 70½.

If the surviving spouse dies before distributions begin, the limitations of this subsection 4 (without regard to this paragraph (b)) will be applied as if the surviving spouse were the Owner.

An irrevocable election of the method of distribution by a designated beneficiary who is the surviving spouse must be made no later than the earlier of December 31 of the calendar year containing the fifth anniversary of the Owner’s death or the date distributions are required to begin pursuant to this paragraph (b).

An irrevocable election of the method of distribution by a designated beneficiary who is not the surviving spouse must be made no later than December 31 of the calendar year immediately following the calendar year in which the Owner died. If no such election is made, the entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Owner’s death.

Unless otherwise provided by applicable federal tax law, life expectancy is determined using the Single Life table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations in accordance with IRC Section 401(a)(9) and the regulations thereunder. Life expectancy will not be recalculated with respect to annuity payments under an Annuity Option under the Policy. In other situations, life expectancy will not be recalculated unless otherwise permitted under IRC Section 401(a)(9) and the regulations thereunder.

Distributions under this subsection 4 are considered to have begun if distributions are made on account of the Owner reaching his or her required beginning date or if prior to the required beginning date distributions irrevocably (except for acceleration) commence to the Owner over a period permitted and in an annuity form acceptable under the applicable federal tax law.

5. All Annuity Options under the Policy must meet the requirements of IRC Sections 401(a)(9) and 403(b)(10). The provisions of this Endorsement reflecting the requirements of these IRC sections override any annuity benefit payment option that is inconsistent with such requirements. If guaranteed payments are to be made under an annuity benefit payment option, the period over which the guaranteed payments are to be made must not exceed the period permitted under Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).

#### **Distribution of Salary Reduction Contributions**

Notwithstanding any other provision of the Policy, withdrawals and other distributions attributable to contributions after December 31, 1988, made pursuant to a salary reduction agreement, and the earnings on such contributions and on amounts held as of December 31, 1988, shall not be paid unless the Owner has reached age 59½, had a severance from employment, died, become disabled (within the meaning of IRC Section 72(m)(7)), or incurred a hardship (in accordance with IRC Section 403(b)(11)); provided that amounts permitted to be distributed in the event of hardship shall be limited to actual salary deferral contributions (excluding earnings thereon); and provided further that amounts may be distributed pursuant to a qualified domestic relation order (“QDRO”) to the extent permitted by applicable federal tax law.

#### **Distribution of Custodial Account Contributions**

Notwithstanding any other provision of the Policy, premium payments made by a nontaxable transfer from a custodial account qualifying under IRC Section 403(b)(7) (or amounts attributable to such amounts), and earnings on such amounts, shall not be paid or made available before the Owner has attained age 59½, had a severance from employment, died, become disabled (within the meaning of IRC Section 72(m)(7)), or in the case of such amounts attributable to contributions made under the custodial account pursuant to a salary reduction agreement, encounters financial hardship (in accordance with IRC Section 403(b)(7)(A)(ii)); provided that such amounts permitted to be paid or made available in the event of financial hardship shall be limited to amounts attributable to actual salary deferral contributions made under the custodial account (excluding earnings thereon); and provided further that amounts may be distributed pursuant to a QDRO to the extent permitted by applicable federal tax law.

The previous section of this Endorsement titled “Distribution of Salary Reduction Contributions” shall not apply to payments or earnings subject to this section, which shall instead govern.

#### **Tax-Free Direct Transfers**

Direct transfers to another contract qualifying under IRC Section 403(b) or to a custodial account qualifying under IRC Section 403(b)(7) may be made only as permitted by applicable law. To the extent provided by federal tax law, amounts subject to distribution restrictions under the IRC may only be transferred to such a contract or account with the same or more stringent restrictions. Direct trustee-to-trustee transfers may be made to a defined benefit governmental plan (as defined in IRC Section 414(d)) as provided in IRC Section 403(b)(13).

#### **Direct Rollovers**

A distributee may elect, at the time and in the manner prescribed by us, to have any portion of an eligible rollover distribution that is equal to at least \$500 paid directly to an eligible retirement plan specified by the distributee in a direct rollover. If an eligible rollover distribution is less than \$500, a distributee may not make the election described in the preceding sentence to rollover a portion of the eligible rollover distribution.

An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint and last survivor expectancies) of the distributee and the distributee’s designated beneficiary, or for a specified period of ten years or more; (ii) any distribution to the extent such distribution is required under IRC Section 401(a)(9); (iii) any hardship distribution; (iv) the portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); (v) any other distribution(s) that is reasonably expected to total less than \$200 during a year; and (vi) any other amounts designated in published federal income tax guidance.

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in IRC section 408(a) or (b), respectively, or to a qualified defined contribution plan described in IRC sections 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of the distribution which is not so includible.

An eligible retirement plan is an eligible plan under IRC Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Policy, an individual retirement account described in IRC Section 408(a), an individual retirement annuity described in IRC Section 408(b), an annuity plan described in IRC Section 403(a), an annuity contract described in IRC Section 403(b), or a qualified plan described in IRC Section 401(a), that accepts the distributee's eligible rollover distribution. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a QDRO.

If any portion of an eligible rollover distribution is attributable to payments or distributions from a designated Roth account (as defined in IRC Section 402A), an eligible retirement plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or to a Roth IRA of such individual.

A distributee includes an Owner. In addition, the Owner's surviving spouse and the Owner's spouse or former spouse who is the alternative payee under a QDRO are distributees with regard to the interest of the spouse or former spouse.

**Payments Under the Annuity Option**

If any annual payment amount is less than Fifty Dollars (\$50.00), we have the right to pay the Annuity Value in one single amount, subject to federal tax laws, only if the Annuity Value does not exceed \$1,000.

This Policy has been issued by the Company as an annuity contract qualifying as such under IRC Section 403(b) and other applicable provisions of the IRC and regulations thereunder. To assure continuance of such qualification, it is agreed that the Company has the right and privilege at any time to amend this Policy as may be necessary in order to comply with changes in the IRC and the regulations and rulings thereunder. We will not be responsible for any adverse tax consequences resulting from the rejection of such an amendment.

**Industrial Alliance Pacific Insurance and Financial Services Inc. has signed this rider as part of the Policy to which it is attached.**



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SECRETARY



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PRESIDENT

**SECTION 403(b) POLICY LOAN RIDER**  
Industrial Alliance Pacific Insurance and Financial Services Inc.

This Rider amends and forms a part of the Policy to which attached. The Policy to which this Rider is attached is an annuity contract described in Section 403(b) of the Internal Revenue Code ("IRC") that is not subject to the requirements of the Employee Retirement Income Security Act of 1974, as amended.

While the Policy is in force, the Owner may borrow from the surrender value using the Policy as the sole security for the loan. Loans under the Policy are subject to the requirements and limitations imposed by the plan pursuant to which the Policy is maintained, IRC Section 72(p), IRC Section 403(b), the Policy Loan Agreement, and Industrial Alliance Pacific Insurance and Financial Services Inc.

The Policy Loan interest rate is guaranteed not to exceed [5.5%] for as long as you have your Policy.

If your Policy is an Indexed Annuity contract, loans can only be made from the Fixed Account.

Industrial Alliance Pacific Insurance and Financial Services Inc. has signed this rider as part of the Policy to which it is attached.

Signed for the Industrial Alliance Pacific Insurance and Financial Services Inc.



\_\_\_\_\_  
Secretary



\_\_\_\_\_  
President



SERFF Tracking Number: APLE-125707657 State: Arkansas  
Filing Company: Industrial Alliance Pacific Insurance and State Tracking Number: 39443  
Financial Services Inc.  
Company Tracking Number: TQP ENDS  
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other  
Product Name: TQP Endorsements  
Project Name/Number: TQP Endorsements/TQP ENDS

## Supporting Document Schedules

**Satisfied -Name:** Certification/Notice **Review Status:** 06/23/2008  
**Comments:**  
**Attachment:**  
READCERT.pdf

**Bypassed -Name:** Application **Review Status:** 06/23/2008  
**Bypass Reason:** Not applicable to this endorsement filing.  
**Comments:**

## READABILITY CERTIFICATION

Industrial Alliance Pacific Insurance and Financial Services Inc. hereby certifies that the following form complies with state requirements and achieves a Flesch reading ease score as follows:

Form #	Form Title	Form Score
END-457	Section 457(b) Endorsement	45.6
END-IRA	Amendment for IRA	48.3
END-ROTH	Policy Rider for ROTH IRA	41.2
END-TSA	Non-ERISA Tax Sheltered Annuity Endorsement	40.4
RIDER-Loan 403(b)	Section 403(b) Policy Loan Rider	42.7



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Michael L. Stickney  
Executive Vice President  
US Development

June 26, 2008

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Date