





SERFF Tracking Number: CMPL-125640616 State: Arkansas  
Filing Company: Forethought Life Insurance Company State Tracking Number: 38966  
Company Tracking Number: FRTH 3 RIDERS  
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium  
Variable  
Product Name: FRTH 3 Riders to FA1001SPGWA10  
Project Name/Number: FRTH 3 Riders to FA1001SPGWA10/FRTH 3 Riders to FA1001SPGWA10

J. David Simon, CLU

President

513-984-6050

dsimon@crssolutionsgroup.com

Forethought Life Insurance Company

Forms List

Form No. Description

FA4010-01 Annual Cap with Monthly Averaging Over the Index Averaging Period Index Strategy Rider

FA4011-01 Guaranteed Lifetime Income Option Rider

FA4012-01 Guaranteed Payment Period, Not to Exceed Life Expectancy Annuity Option Rider

FA3001-02 Application

FA5001SPGWA10-04 Disclosure Statement

FA5002SPGWA10-02 General Contract Information

FA1003ASPGWA10-01 Contract Data Page

FA1003BSPGWA10-01 Contract Data Page

FA1003CSPGWA10-01 Contract Data Page

## Company and Contact

### Filing Contact Information

(This filing was made by a third party - complianceresearchservicesllc)

Nancy French, Product Manager nfrench@crssolutionsgroup.com

10921 Reed Hartman Highway (513) 984-6050 [Phone]

Cincinnati, OH 45242 (513) 984-7212[FAX]

### Filing Company Information

Forethought Life Insurance Company

CoCode: 91642

State of Domicile: Indiana

SERFF Tracking Number: CMPL-125640616 State: Arkansas  
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Forethought Life Insurance Company  
Batesville, IN 47006  
(513) 984-6050 ext. [Phone]

Group Code:  
Group Name:  
FEIN Number: 06-1016329  
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Company Type:  
State ID Number:

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## Filing Fees

Fee Required? Yes  
Fee Amount: \$175.00  
Retaliatory? Yes  
Fee Explanation:  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Forethought Life Insurance Company	\$175.00	05/11/2008	20261690

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	05/16/2008	05/16/2008

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## Disposition

Disposition Date: 05/16/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Authorization		Yes
Supporting Document	Informational - General Contract Information Summary		Yes
Supporting Document	Informational - Contract Data Pages		Yes
Supporting Document	Readability		Yes
Form	Guaranteed Payment Period, Not to Exceed Life Expectancy Annuity Option Rider		Yes
Form	Guaranteed Lifetime Income Option Rider		Yes
Form	Annual Cap with Monthly Averaging Over the Index Averaging Period Index Strategy Rider		Yes
Form	Application		Yes
Form	Disclosure Statement		Yes

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## Form Schedule

Lead Form Number: FA4010-01

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	FA4012-01	Policy/Cont	Guaranteed Payment ract/Fratern Period, Not to al Exceed Life Certificate: Expectancy Annuity Amendmen Option Rider t, Insert Page, Endorseme nt or Rider	Initial		63	Rider - Annuity Option Rider.pdf
	FA4011-01	Policy/Cont	Guaranteed Lifetime ract/Fratern Income Option Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		74	Rider - Income Option.pdf
	FA4010-01	Policy/Cont	Annual Cap with ract/Fratern Monthly Averaging al Over the Index Certificate: Averaging Period Amendmen Index Strategy Rider t, Insert Page, Endorseme nt or Rider	Initial		67	Rider - Monthly Average with Cap.pdf
	FA3001-02	Application/	Application Enrollment Form	Initial		0	FA3001-02 SPDA GWA Application- John Doe to





# GUARANTEED PAYMENT PERIOD, NOT TO EXCEED LIFE EXPECTANCY ANNUITY OPTION RIDER

## In This Rider

This Rider is made part of the Contract or Certificate (hereafter "Contract") to which it is attached and is effective on the date the Contract is issued. Terms used in this Rider shall have the same meanings as are set forth in the Contract to which this Rider is attached unless otherwise defined in this Rider. In the case of a conflict between the terms of this Rider and the terms of the Contract, the terms of this Rider will control.

## The Benefit

The following additional Annuity Option is available for You to elect on the Annuity Date:

**Option 6a – Guaranteed Payment Period, Not to Exceed Life Expectancy** – We will make payments for a guaranteed payment period equal to the life expectancy of the Annuitant.

Once payments commence under this Annuity Option, the option is irrevocable and the Contract has no value that can be surrendered, loaned, commuted or withdrawn.

This Rider is subject to the provisions of the Contract to which it is attached.

The effective date of this Rider is the Issue Date.



President  
Forethought Life Insurance Company

# GUARANTEED LIFETIME INCOME OPTION RIDER

## In This Rider

This Rider is made part of the Contract or Certificate (hereafter "Contract") to which it is attached and is effective on the date the Contract is issued. Terms used in this Rider shall have the same meanings as are set forth in the Contract to which this Rider is attached unless otherwise defined in this Rider. In the case of a conflict between the terms of this Rider and the terms of the Contract, the terms of this Rider will control.

## The Benefit

**GUARANTEED LIFETIME INCOME OPTIONS** – Subject to the terms of this Rider, You have a choice of four different Guaranteed Lifetime Income Options on the Guaranteed Lifetime Income Option Date:

1. Level Single Life;
2. Increasing Single Life;
3. Level Joint Life;
4. Increasing Joint Life.

The value of Guaranteed Lifetime Income Benefit Factor depends on the option You choose. On the Guaranteed Lifetime Income Option Date the Guaranteed Lifetime Income Benefit Factor is equal to this Rider's Initial Guaranteed Lifetime Income Benefit Factor shown on the Contract Data Page for the Guaranteed Lifetime Income Option You select. Your Guaranteed Lifetime Annual Income on any date thereafter is equal to the Guaranteed Lifetime Income Benefit Factor multiplied by the Guaranteed Lifetime Income Account Value.

**Level Options** – The Guaranteed Lifetime Income Benefit Factor of a Level Guaranteed Lifetime Income Option will remain the same each Contract Year from the Guaranteed Lifetime Income Option Date until termination of the Guaranteed Lifetime Income Benefit.

**Increasing Options** – The Guaranteed Lifetime Income Benefit Factor of an Increasing Guaranteed Lifetime Income Option will increase on Contract Anniversaries beginning on the second Contract Anniversary following the Guaranteed Lifetime Income Option Date and ending once the Contract Value equals zero. Once the Contract Value equals zero, the Guaranteed Lifetime Income Benefit Factor no longer receives annual increases but will remain level until termination of the Guaranteed Lifetime Income Benefit. During the increasing period, the increase to the Guaranteed Lifetime Income Benefit Factor on each Contract Anniversary will equal (A) multiplied by (B) where:

- (A) is the Cost of Living Increase Factor on the Contract Data Page; and
- (B) is the Guaranteed Lifetime Income Benefit Factor on the day prior to the Contract Anniversary.

**Single Life Options** – Under a Single Life Guaranteed Lifetime Income Option, the Guaranteed Lifetime Annual Income will be available for Systematic Withdrawal each Contract Year from the Guaranteed Lifetime Income Option Date until the earlier of:

- the death of the Guaranteed Lifetime Income Life; or
- the termination of the Guaranteed Lifetime Income Benefit.

**Joint Life Options** – Under a Joint Life Guaranteed Lifetime Income Option, the Guaranteed Lifetime Annual Income will be available for Systematic Withdrawal each Contract Year from the Guaranteed Lifetime Income Option Date until the earlier of:

- the date of death of the last to die of:
  - the Guaranteed Lifetime Income Life; or
  - the Spouse of the Guaranteed Lifetime Income Life; or
- the termination of the Guaranteed Lifetime Income Benefit.

The Joint Life Guaranteed Lifetime Income Options permit the Spouse of the Guaranteed Lifetime Income Life to continue the Guaranteed Lifetime Income Benefit upon the death of the Guaranteed Lifetime Income Life following the Guaranteed Lifetime Income Option Date. The Guaranteed Lifetime Annual Income will continue to be available to the Spouse for Systematic Withdrawal each Contract Year until the earlier of the death of the Spouse or the termination of the Guaranteed Lifetime Income Benefit.

All of the following requirements must be met in order for the Spouse to have the right to continue the Guaranteed Lifetime Income Benefit:

- 1) A Joint Life Guaranteed Lifetime Income Option must be selected on the Guaranteed Lifetime Income Option Date.
- 2) The Spouse must be identified on Our form on which You elect Your Joint Life Guaranteed Lifetime Income Option on the Guaranteed Lifetime Income Option Date.
- 3) The Spouse of the Guaranteed Lifetime Income Life must qualify as the legal spouse of the Guaranteed Lifetime Income Life on both the Guaranteed Lifetime Income Option Date and the date of death of the Guaranteed Lifetime Income Life.
- 4) The roles of the Owner, Annuitant and Beneficiary on both the Guaranteed Lifetime Income Option Date and the date of death of the Guaranteed Lifetime Income Life must be as follows:
  - a. If the Owner is a natural person then:
    - i. The Guaranteed Lifetime Income Life and the Spouse must be Joint Owners; or
    - ii. The Guaranteed Lifetime Income Life must be the sole Owner and the Spouse must be the sole primary Beneficiary;
  - b. If the Owner is a non-natural person then:
    - i. The Guaranteed Lifetime Income Life must be the sole Annuitant and the Spouse must be the sole primary Beneficiary;
- 5) Upon the death of the Guaranteed Lifetime Income Life, the Spouse must exercise his/her right to continue the Contract and no death benefit be paid.

We may require proof of age of the Spouse of the Income Life before making payment of any requested Withdrawal amount. If the age of the Spouse has been misstated, the Guaranteed Lifetime Income Account Value and the Guaranteed Lifetime Annual Income will be recalculated assuming the correct age since the Issue Date.

If the Spouse of the Guaranteed Lifetime Income Life has continued the Guaranteed Lifetime Income Benefit following the death of the Guaranteed Lifetime Income Life, We may require satisfactory evidence of the continued survival of the Spouse. We reserve the right to refuse payment of a Systematic Withdrawal or other requested Withdrawal amount until satisfactory proof of continued survival is received.

If a Joint Life Guaranteed Lifetime Income Option is selected, We may require satisfactory evidence of the marital status of the Guaranteed Lifetime Income Life and the Spouse of the Guaranteed Lifetime Income Life as of:

- the Guaranteed Lifetime Income Option Date; and
- the date of death of the Guaranteed Lifetime Income Life.

We reserve the right to refuse payment of a Systematic Withdrawal or other requested Withdrawal amount until satisfactory proof of marital status is received.

**TERMINATION OF THE GUARANTEED LIFETIME INCOME BENEFIT** -- This Rider impacts the conditions under which the Guaranteed Lifetime Income Benefit will terminate. The Guaranteed Lifetime Income Benefit terminates on the date on which the earliest of the following events occurs:

1. The termination of the Contract;
2. Any day after the later of the first Contract Anniversary or the day the Guaranteed Lifetime Income Life attains age 59 ½ that the Guaranteed Lifetime Annual Income is less than the Minimum Systematic Withdrawal Amount shown on the Contract Data Page;
3. The Annuity Date as shown on the Contract Data Page or as later changed by You;
4. The payment of a death benefit under this Contract;
5. Any date following the Guaranteed Lifetime Income Option Date that the Owner is changed other than for the continuation of the Contract by a surviving spouse where a Joint Life Guaranteed Lifetime Income Option has been selected; or
6. The death following the Guaranteed Lifetime Income Option Date of the person on whose life the income depends:
  - a. For a Single Life Guaranteed Lifetime Income Option, the death of the Guaranteed Lifetime Income Life; or
  - b. For a Joint Life Guaranteed Lifetime Income Option, the latest death of:
    - i. The Guaranteed Lifetime Income Life; or
    - ii. The Spouse of the Guaranteed Lifetime Income Life if the Spouse has continued the Guaranteed Lifetime Income Benefit following the death of the Guaranteed Lifetime Income Life.

The Guaranteed Lifetime Income Account Value and the Guaranteed Lifetime Annual Income are set equal to zero (0) at the time the Guaranteed Lifetime Income Benefit is terminated and remain zero (0) until the termination of the Contract. Once the benefit terminates, it may not be reinstated.

This Rider is subject to the provisions of the Contract to which it is attached.

The effective date of this Rider is the Issue Date.



President  
Forethought Life Insurance Company

# ANNUAL CAP WITH MONTHLY AVERAGING OVER THE INDEX AVERAGING PERIOD INDEX STRATEGY RIDER

## In This Rider

This Rider is made part of the Contract or Certificate (hereafter "Contract") to which it is attached and is effective on the date the Contract is issued. Terms used in this Rider shall have the same meanings as are set forth in the Contract to which this Rider is attached unless otherwise defined in this Rider. In the case of a conflict between the terms of this Rider and the terms of the Contract, the terms of this Rider will control.

## Definitions

**Monthly Anniversary** – The same day of each month as the Issue Date. If the same day does not exist in a month, we use the last day of the month.

**Index Average** is the average of the Index Numbers for each Monthly Anniversary during each Index Averaging Period. If the Index Number is not available on any Monthly Anniversary, we will use the Index Number on the first preceding day for which the Index Number is available.

**Index Averaging Period** is the number of months over which the Index Average is calculated. It is shown on the Contract Data Page. The Index Averaging Period terminates at the end of each Indexing Period.

**Average Annual Index Growth** is expressed as a percentage and calculated as (A) divided by (B) minus 1, where:

(A) is the Index Average; and

(B) is the Index Number as of the start of the Indexing Period.

**Annual Index Cap** means the upper limit on the Index Credit at the end of each Indexing Period. The Annual Index Cap is declared in advance of each Indexing Period and is guaranteed not to change for the length of the Strategy Term. The Annual Index Cap for the first Strategy Term is shown on the Contract Data Page. It will never be less than the Minimum Guaranteed Annual Index Cap shown on the Contract Data Page.

**Index Credit** is the effective interest rate credited to the Indexed Account Strategy Value, based on the Annual Index Cap and the performance of the applicable Index as measured over the Indexing Period. The Index Credit is the lesser of the Annual Index Cap or the Average Annual Index Growth. The Index Credit will never be less than 0%.

## The Benefit

The Annual Cap with Monthly Averaging Over the Index Averaging Period Index Strategy will be available for the amount of the Allocated Premium specified on the Contract Data Page or the Reallocation Amount determined by You as of the Reallocation Date.

**Indexed Account Strategy Value** – The Indexed Account Strategy Value for the Annual Cap with Monthly Averaging Over the Index Averaging Period Index Strategy is calculated as follows:

1. On the Issue Date, the Indexed Account Strategy Value equals the Allocated Premium.
2. On each Index Date the Indexed Account Strategy Value is the result of (A) plus (B) minus (C) minus (D) minus (E), multiplied by (F) where:
  - (A) the Indexed Account Strategy Value on the last Index Date;
  - (B) Reallocations into the Strategy since the last Index Date;
  - (C) Reallocations out of and amounts withdrawn from the Indexed Account Strategy Value since the last Index Date;
  - (D) Withdrawal Charges assessed to the Indexed Account Strategy Value since the last Index Date;
  - (E) any applicable taxes; and
  - (F) 1 plus the Index Credit rate.
3. On any other date the Indexed Account Strategy Value is the result of (A) plus (B) minus (C) minus (D) minus (E), where:
  - (A) the Indexed Account Strategy Value on the last Index Date;
  - (B) Reallocations into the Strategy since the last Index Date;
  - (C) Reallocations out of and amounts withdrawn from the Indexed Account Strategy Value since the last Index Date;
  - (D) Withdrawal Charges assessed to the Indexed Account Strategy Value since the last Index Date; and
  - (E) any applicable taxes.

This Rider is subject to the provisions of the Contract to which it is attached.

The effective date of this Rider is the Issue Date.



President  
Forethought Life Insurance Company

**(Please Print)**

**1. OWNER**

First Name [John]		Middle Initial [J.]	Last Name [Doe]	
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth (mm/dd/yyyy) [05-01-1973]		Age [35]	Social Security Number [000-00-0000]
Mailing Address [123 Main Street]			Residential Address (if different than Mailing Address)	
City [Anytown]		State [Anystate]	Zip Code [00000]	Country of Citizenship [USA]
Phone Number (home) [000-000-0000]	Phone Number (work) [000-000-0000]		E-mail Address [johndoe@doe.com]	

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

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

**TRUST**  **CORPORATION**  **PARTNERSHIP**

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

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

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

**JOINT ANNUITANT**

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

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

**Primary**

First Name [Jane]		Middle Initial [J]	Last Name [Doe]	
<input type="checkbox"/> Male <input checked="" type="checkbox"/> Female	Relationship to Owner [Spouse]		Social Security Number [000-00-0000]	
Mailing Address [123 Main Street]		Residential Address (if different than Mailing Address)		
City [Anytown]		State [Anystate]	Zip Code [00000]	Country of Citizenship [USA]
E-mail Address [janedoe@doe.com]				Percentage [100%]

**Primary**  **Contingent**

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

**Primary**  **Contingent**

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

**Primary**  **Contingent**

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

Please use section 4 if you require additional Beneficiary space.

**4. SPECIAL INSTRUCTIONS AND REMARKS**

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**5. ANNUITY TYPE** (Select One)

Type of Annuity Requested:  Non-Qualified

Tax Qualified Plans:

IRA  
 Roth IRA

If applicable, has the Required Minimum Distribution for the current tax year been met?  Yes  No

**6. PREMIUM PAYMENT**

Single Premium Amount Remitted with Application:     \$[100,000]    

Estimated Single Premium Amount of 1035 Exchange/Transfer:     \$    

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

**7. { DESTINATION INCOME 15<sup>SM</sup> } PRODUCT AND STRATEGY(IES) ALLOCATIONS**

{ Destination Income 15<sup>SM</sup> }

**PREMIUM ALLOCATION DIRECTION** (Minimum of \$10,000 per Allocation.)

**FIXED and INDEXED ACCOUNT STRATEGIES:**

**Whole Percentages Only**

<input checked="" type="checkbox"/> Fixed Account Strategy	<input type="text" value="[40]"/>	%
<input checked="" type="checkbox"/> Annual Spread with Monthly Averaging Over the Index Averaging Period Strategy	<input type="text" value="[30]"/>	%
<input checked="" type="checkbox"/> Annual Cap with Monthly Averaging Over the Index Averaging Period Strategy	<input type="text" value="[30]"/>	%
<b>Total Must =</b>	<b>100</b>	<b>%</b>

**8. STATE REQUIRED NOTICES**

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

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

**AZ Residents**

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

**CA Residents – Reg. 789.8**

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

**CO Residents**

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

**FL Residents**

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

**NJ Residents**

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

**VA Residents**

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

**9. OWNER/JOINT OWNER IDENTITY VERIFICATION**

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

<p><b>Owner</b> <b>Check One Form of ID:</b></p> <table> <tr> <td> <p><b>Individual Owner</b></p> <p><input checked="" type="checkbox"/> Driver's License  <input type="checkbox"/> Passport  <input type="checkbox"/> Other _____                      [00000] _____</p> </td> <td> <p><b>Non-Individual Owner</b></p> <p><input type="checkbox"/> Certified Articles of Incorporation  <input type="checkbox"/> Partnership Agreement  <input type="checkbox"/> Trust Document                      [Anystate/USA] _____</p> </td> </tr> <tr> <td>ID Number [00/0000] _____</td> <td>State/Country of Issuance _____</td> </tr> <tr> <td>ID Expiration Date _____</td> <td></td> </tr> </table>		<p><b>Individual Owner</b></p> <p><input checked="" type="checkbox"/> Driver's License  <input type="checkbox"/> Passport  <input type="checkbox"/> Other _____                      [00000] _____</p>	<p><b>Non-Individual Owner</b></p> <p><input type="checkbox"/> Certified Articles of Incorporation  <input type="checkbox"/> Partnership Agreement  <input type="checkbox"/> Trust Document                      [Anystate/USA] _____</p>	ID Number [00/0000] _____	State/Country of Issuance _____	ID Expiration Date _____		<p><b>Joint Owner (If any)</b> <b>Check One Form of ID:</b></p> <table> <tr> <td> <p><b>Individual Owner</b></p> <p><input type="checkbox"/> Driver's License  <input type="checkbox"/> Passport  <input type="checkbox"/> Other _____</p> </td> <td> <p><b>Non-Individual Owner</b></p> <p><input type="checkbox"/> Certified Articles of Incorporation  <input type="checkbox"/> Partnership Agreement  <input type="checkbox"/> Trust Document</p> </td> </tr> <tr> <td>ID Number _____</td> <td>State/Country of Issuance _____</td> </tr> <tr> <td>ID Expiration Date _____</td> <td></td> </tr> </table>		<p><b>Individual Owner</b></p> <p><input type="checkbox"/> Driver's License  <input type="checkbox"/> Passport  <input type="checkbox"/> Other _____</p>	<p><b>Non-Individual Owner</b></p> <p><input type="checkbox"/> Certified Articles of Incorporation  <input type="checkbox"/> Partnership Agreement  <input type="checkbox"/> Trust Document</p>	ID Number _____	State/Country of Issuance _____	ID Expiration Date _____	
<p><b>Individual Owner</b></p> <p><input checked="" type="checkbox"/> Driver's License  <input type="checkbox"/> Passport  <input type="checkbox"/> Other _____                      [00000] _____</p>	<p><b>Non-Individual Owner</b></p> <p><input type="checkbox"/> Certified Articles of Incorporation  <input type="checkbox"/> Partnership Agreement  <input type="checkbox"/> Trust Document                      [Anystate/USA] _____</p>														
ID Number [00/0000] _____	State/Country of Issuance _____														
ID Expiration Date _____															
<p><b>Individual Owner</b></p> <p><input type="checkbox"/> Driver's License  <input type="checkbox"/> Passport  <input type="checkbox"/> Other _____</p>	<p><b>Non-Individual Owner</b></p> <p><input type="checkbox"/> Certified Articles of Incorporation  <input type="checkbox"/> Partnership Agreement  <input type="checkbox"/> Trust Document</p>														
ID Number _____	State/Country of Issuance _____														
ID Expiration Date _____															

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

## 10. OWNER DECLARATIONS AND SIGNATURES

The Owner(s) understands and agrees that:

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

Do you have any existing life insurance policies or annuity contracts?

Yes  No

Is this annuity intended to replace or change any existing annuity or life insurance contract?

Yes  No

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

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

\_\_\_\_\_  
Initials

**[JJD]**

I(We) understand that I(we) am(are) applying for a Single Premium Deferred Annuity with fixed and indexed strategies. I(We) also understand that although the Contract Values may be calculated by an external index, the contract does not directly participate in any stock or equity investments. No interest will be credited to the Indexed Account Strategy Value until the end of the Indexing Period.

\_\_\_\_\_  
Initials

**[JJD]**

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

\_\_\_\_\_  
Initials

**[JJD]**

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

\_\_\_\_\_  
Initials

*[John J. Doe]*

*[06-01-2008]*

*[Anycity, Anystate]*

Owner Signature

Date

Signed At (City,State)

Joint Owner Signature (if applicable)

Date

Signed At (City,State)

Annuitant Signature (if other than Owner)

Date

Signed At (City,State)

# 11. AGENT DECLARATIONS AND SIGNATURES

Primary Agent Name (Print) [William Jones]			
Address [987 Oak Street]		City [Anycity]	State [Anystate]
Zip Code [00000]		Phone Number (home) [000-000-0000]	
E-mail Address [WilliamJones@Jones.com]		Business or Institution Name [The Jones Agency]	
Business or Institution Phone Number [000-000-0000]		Social Security Number [000-00-0000]	
License Number [00000]		Agent Number [00000]	

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

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

**No**

[WJ]  
Initials I certify that the appropriate Disclosure Statement and a *Buyer's Guide to Fixed Deferred Annuities with Appendix for Equity-Indexed Annuities* have been provided to the Applicant(s). I have not made any statements that differ from this material nor have I made any promises about the expected future equity values of this annuity contract.

[WJ]  
Initials I certify that in states with suitability requirements that apply to this annuity: (a) the requirements have been met; (b) I have completed the suitability section of the appropriate disclosure statement with the applicant(s); (c) a copy of that form has been left with the applicant(s); and (d) a copy of the form is enclosed with this application.

[WJ]  
Initials I certify that I personally met with the Owner(s), reviewed the government issued identification described in section 10, OWNER/JOINT OWNER IDENTITY VERIFICATION, and verified to the best of my knowledge and belief, that the information accurately reflects the identity of the Owner(s).

[William Jones] [06-01-2008] [Anycity, Anystate]

Primary Agent Signature

Date

Signed At (City,State)

## FORETHOUGHT LIFE INSURANCE COMPANY HOME OFFICE USE ONLY

**Forethought Destination Indexed Annuities<sup>SM</sup>**  
**{ Destination Income 15<sup>SM</sup> }**  
 Single Premium Deferred Annuity Application

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

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**FORETHOUGHT DESTINATION INDEXED ANNUITIES<sup>SM</sup>**  
**{ DESTINATION INCOME 15<sup>SM</sup> }**  
**DISCLOSURE STATEMENT**  
**SINGLE PREMIUM DEFERRED ANNUITY CONTRACT**  
**CONTAINS FIXED AND INDEXED STRATEGIES**

**Thank you for applying for a Forethought Life Single Premium Deferred Annuity Contract series FA1001SPGWA10-01 (may be referred to as Certificate series GA1001SPGWA10-01 in some states). This is a summary of the features and benefits of your annuity provisions, but it is not part of your contract. Please read the following information carefully, sign, and return the original Disclosure Statement.**

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

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

**Accumulation Value:** Your accumulation value, or Contract Value, equals the sum of the Fixed Account Strategy Value plus the Indexed Account Strategy Values. You will have the opportunity to reallocate the Contract Value among the strategies every year. There are no annual administrative fees, front-end sales charges or loads. Some states charge a premium tax. At our discretion, premium taxes may be deducted from your Contract Value if we are required to pay them.

**Choice of Fixed Account Strategy and Indexed Account Strategy:** The Forethought Life Single Premium Deferred Annuity Contract provides a choice of a fixed interest and indexed interest strategies. You specify how to allocate the premium between the strategies you select. Each strategy has a term of 1 year. On each contract anniversary, you will be sent a report with information about your Contract Value. We may cease to offer a specific strategy after the Withdrawal Charge Period expires.

**Fixed Account Strategy:** Daily interest, declared by us, is credited to the Fixed Account Strategy Value at a rate guaranteed not to change during the one year Strategy Term. The minimum guaranteed annual interest rate for this account is 2.00% per annum.

**Indexed Account Strategies:**

**(Additional Strategies may be offered on future contract anniversaries subject to the approval of the Insurance Department of the state in which this contract was issued.)**

**Annual Spread with Monthly Averaging Over the Index Averaging Period**

This index method credits interest at the end of each 1 year Indexing Period by deducting a fee (called the spread) from the average monthly percentage change in the S&P 500 Index since the beginning of the Indexing Period. The spread is declared in advance and is guaranteed not to change during the Strategy Term. The guaranteed maximum annual index spread is 7%.

**Annual Cap with Monthly Averaging Over the Index Averaging Period**

This index method credits interest at the end of each 1 year Indexing Period based on the average monthly percentage change in the S&P 500 Index since the beginning of the Indexing Period, but not to exceed a percentage change (called the index cap). The cap is declared in advance and is guaranteed not to change during the Strategy Term. The guaranteed minimum annual index cap is 4%.

**Access to Contract Value:** Withdrawal provisions give you access to your Contract Value. Withdrawals in the first 10 contract years are subject to withdrawal charges. After the first contract year, you may make cumulative withdrawals each contract year of up to 10% of the Contract Value at the beginning of the contract year without incurring withdrawal charges. Withdrawals are made from each strategy in the proportion that each strategy bears to the total Contract Value.

**Withdrawal Charge:** Withdrawal charges may be assessed on Contract Value withdrawals that exceed the Free Withdrawal Amount. Withdrawal charges are percentages of the withdrawal amount, shown in the below table. Withdrawal charges are not assessed against death benefit proceeds paid due to the death of the Owner.

Contract Year	1	2	3	4	5	6	7	8	9	10	11 & Later
Withdrawal Charge	10%	9%	8%	7%	6%	5%	4%	3%	2%	1%	0%

**Guaranteed Lifetime Income Benefit:**

The Guaranteed Lifetime Income Benefit gives you the right to make Systematic Withdrawals from the contract up to the amount of the Guaranteed Lifetime Annual Income each year beginning on the Guaranteed Lifetime Income Option Date and lasting as long as you live – even after the Contract Value has been exhausted. The Guaranteed Lifetime Income Option Date is a date you choose; it does, however, have to be after the first contract year and after you turn age 59½.

The amount of the Guaranteed Lifetime Annual Income is equal to the Guaranteed Lifetime Income Benefit Factor multiplied by the Guaranteed Lifetime Income Account Value. The Guaranteed Lifetime Income Account Value is an accumulation of the premium you paid that is used only to establish the amount of the Guaranteed Lifetime Annual Income.

On the issue date of the contract the Guaranteed Lifetime Income Account Value is immediately {10%} more than the premium you paid, while the Contract Value is equal to the premium.

After that, and until the Guaranteed Lifetime Income Option Date, the value accumulates in a manner similar to the Contract Value. The portion that represents amounts allocated to the Indexed Account Strategy accumulates using a spread that is guaranteed to be {0%} for the first {10} years. This means the Guaranteed Lifetime Income Account Value may grow more quickly than the Contract Value. After {10} years, the spread is declared in advance and is guaranteed not to change during each one year Indexing Period. The guaranteed maximum annual index spread is 7%.

On the Guaranteed Lifetime Income Option Date the Guaranteed Lifetime Income Account Value is guaranteed to be no less than {110%} of the premium you paid less withdrawals, accumulated at {5%} interest.

The Guaranteed Lifetime Income Account Value is only used to establish the amount of the Guaranteed Lifetime Annual Income; it can only be accessed through Systematic Withdrawals and will not be available for a lump sum withdrawal. Only the Contract Withdrawal Value is available as a lump sum payment. You can change the amount or frequency of your Systematic Withdrawals once per contract year.

The Guaranteed Lifetime Income Benefit Factor depends on the Guaranteed Lifetime Income Option you choose on the Guaranteed Lifetime Income Option Date:

<u>Guaranteed Lifetime Income Option</u>	<u>Guaranteed Lifetime Income Benefit Factor</u>
Level Single Life	{ 5% }
Increasing Single Life	{ 4% }
Level Joint Life	{ 4% }
Increasing Joint Life	{ 3% }

The Guaranteed Lifetime Annual Income under Level Income Options does not change after the Guaranteed Lifetime Income Option Date other than as a result of an Excess Withdrawal. The Guaranteed Lifetime Annual Income under an Increasing Income Option will increase on each contract anniversary by { 2% } of the prior year Guaranteed Lifetime Annual Income starting on the 2<sup>nd</sup> anniversary following the Guaranteed Lifetime Income Option Date and ending once the Contract Value has been exhausted.

Single Life Income Options allow annual Systematic Withdrawal of the Guaranteed Lifetime Annual Income during your lifetime. Joint Life Income Options allow your spouse to continue Systematic Withdrawal of the Guaranteed Lifetime Annual Income following your death and for the remainder of your spouse's life. To take advantage of this option your eligible spouse must be named on the Guaranteed Lifetime Income Option Date and your spouse must exercise her/his right to continue the contract following your death.

The Increasing and Joint Guaranteed Lifetime Income Options are available as a rider automatically attached to the contract if approved in the state in which this contract is issued. If the rider is not approved in your state, the Level Single Life Guaranteed Lifetime Income Option is available within the contract.

The Guaranteed Lifetime Annual Income is the most you can withdraw per contract year without affecting future withdrawals available under the Guaranteed Lifetime Income Benefit. Withdrawals in excess of this amount during a contract year will cause a reduction in the Guaranteed Lifetime Annual Income available for future years and could result in termination of the Guaranteed Lifetime Income Benefit and your contract. If Excess Withdrawals result in your Guaranteed Lifetime Annual Income falling below {\$100} and your Contract Value dropping below {\$5,000}, we will treat this as a termination of the contract and send you the remaining Contract Withdrawal Value.

The Guaranteed Lifetime Income Benefit will also terminate:

- If the contract is terminated;
- If a death benefit is paid;
- If you elect to begin payments under an Annuity Option;
- Upon the death following the Guaranteed Lifetime Income Option Date of the person on whose life the benefit depends; or
- On any date following the Guaranteed Lifetime Income Option Date that the owner is changed other than for spousal continuation of the contract where a Joint Life Guaranteed Lifetime Income Option has been selected.

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

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

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

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

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

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

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

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

**Guaranteed Payment Period, Not to Exceed Life Expectancy** – Annuity payments continuing for a guaranteed period equal to the life expectancy of the Annuitant as of the Annuity Date. Continuation of payments does not depend on the Annuitant's life but rather the Guaranteed Payment Period is based on the expected length of the Annuitant's life. This option is available as a rider automatically attached to the contract if approved in the state in which this contract is issued.

**Alternative Life Annuity Option** – Annual annuity payments equal to the Guaranteed Lifetime Annual Income continuing for your lifetime, and terminating with the last payment prior to your death. This option is only available if the Annuity Date occurs at your attained age 95 (the latest permitted Annuity Date).

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

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

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

Annual Cap with Monthly Averaging Over the Index Averaging Period Index Strategy Rider: This rider makes available for premium allocation the Indexed Account Strategy called Annual Cap with Monthly Averaging Over the Index Averaging Period. There is no rider charge for this rider and it is attached to your contract automatically if approved in the state in which this contract is issued.

Guaranteed Lifetime Income Option Rider: This rider makes available the Increasing and Joint Guaranteed Lifetime Income Options under the Guaranteed Lifetime Income Benefit of the contract. There is no rider charge for this rider and it is attached to your contract automatically if approved in the state in which this contract is issued.

Guaranteed Payment Period, Not to Exceed Life Expectancy Annuity Option Rider: This rider makes available the Guaranteed Payment Period, Not to Exceed Life Expectancy Annuity Option. There is no rider charge for this rider and it is attached to your contract automatically if approved in the state in which this contract is issued.

**Summary:** Forethought Life Insurance Company of Batesville, Indiana issues the Forethought Destination Indexed Annuities<sup>SM</sup>. The { Destination Income 15<sup>SM</sup> } Single Premium Deferred Annuity may not be available in all states (may be referred to as an "equity indexed annuity" in certain states). The contract may be subject to withdrawal charges.

{ Destination Income 15<sup>SM</sup> } is not a registered security or stock market investment and does not directly participate in any stock or equity investment.

This Disclosure Statement contains a summary description of the { Destination Income 15<sup>SM</sup> } Indexed Annuity. State variations may apply. The exact terms of the annuity are contained in the contract and any attached riders or endorsements, which will control Forethought Life's contractual obligations.

The Standard & Poor's 500 Index ("S&P 500 Index") is used to determine the Index Credit. If the S&P 500 Index is discontinued or if the calculation of the Index is substantially changed, an alternative Index will be substituted, as approved by the Insurance Department of the state in which this contract is issued. You will be notified in writing if this happens. "Standard & Poor's®," "S&P®," "S&P 500®," "Standard & Poor's 500," and "500" are trademarks of The McGraw-Hill Companies, Inc. and have been licensed for use by Forethought Life Insurance Company. The contract is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the contract.

**FORETHOUGHT DESTINATION INDEXED ANNUITIES<sup>SM</sup>  
{ DESTINATION INCOME 15<sup>SM</sup> }  
DISCLOSURE STATEMENT SIGNATURE PAGE  
SINGLE PREMIUM DEFERRED ANNUITY  
CONTAINS FIXED AND INDEXED STRATEGIES**

**Owner's Statement – I certify that I:**

- Have paid \$\_\_\_\_\_ to purchase the annuity contract selected above from Forethought Life Insurance Company.
- Understand that:
  - The contract provides a choice between fixed and indexed interest account strategies.
  - The Contract Withdrawal Value is the amount to be paid to me if I fully surrender the contract.
  - The Guaranteed Lifetime Income Account Value is not available to me upon full surrender of the contract.
  - The Guaranteed Lifetime Income Account Value is only used to determine the amount of the Guaranteed Lifetime Annual Income which can only be paid out through Systematic Withdrawals.
  - For the Fixed Account Strategy, the minimum guaranteed interest rate for new contracts is 2.00%.
  - The contract is not a registered security or stock market investment and does not directly participate in any stock or equity investment.
  - Only the interest earned in an Indexed Account Strategy may be affected by a stock or equity index.
  - The final decision regarding the allocation of monies between the Fixed Account Strategy and the Indexed Account Strategies is mine, based on my individual situation, needs and goals, and that my agent is not acting as a registered investment adviser.
  - If I place an annuity in an IRA, Roth IRA, or other tax qualified plan, I will receive no additional tax advantage from the annuity.
  - I can reallocate my Contract Value every contract anniversary.
- I have read and understand the contract Disclosure Statement and kept a copy.
- I have received a copy of the Buyer's Guide to Fixed Deferred Annuities with Appendix for Equity-Indexed Annuities.
- I believe that this annuity contract is a suitable product for my financial needs.
- I made my strategy account selections and premium allocation percentages as indicated below:

%	<b>Strategy Account Selections and Allocation Percentages</b>
	Fixed Account Strategy
	Annual Spread with Monthly Averaging Over The Index Averaging Period
	Annual Cap with Monthly Averaging Over The Index Averaging Period
	<b>Total Must Equal 100%</b>

\_\_\_\_\_

Owner Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Joint Owner Signature (if applicable)

\_\_\_\_\_

Date



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

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**FORETHOUGHT DESTINATION INDEXED ANNUITY<sup>SM</sup>  
{ DESTINATION INCOME 15<sup>SM</sup> }  
DISCLOSURE STATEMENT AGENT'S SIGNATURE PAGE  
SINGLE PREMIUM DEFERRED ANNUITY CONTRACT  
CONTAINS FIXED AND INDEXED STRATEGIES**

**Agent's Statement – I certify that:**

- I have read the Forethought Destination Indexed Annuity<sup>SM</sup> Producer Guidelines.
- I gave a copy of the Disclosure Statement to the Owner.
- I gave a copy of the Buyer's Guide to Fixed Deferred Annuities with Appendix for Equity-Indexed Annuities to the Owner.
- I made no statement that is inconsistent with the Disclosure Statement, nor have I made any promises about expected future fixed interest rates or interest spreads of the annuity contract.

---

Agent Signature

Agent Printed Name

Date

**Instruction to Agent:**

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

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

*SERFF Tracking Number:* CMPL-125640616                      *State:* Arkansas  
*Filing Company:* Forethought Life Insurance Company                      *State Tracking Number:* 38966  
*Company Tracking Number:* FRTH 3 RIDERS  
*TOI:* A021 Individual Annuities- Deferred Non-                      *Sub-TOI:* A021.003 Single Premium  
Variable  
*Product Name:* FRTH 3 Riders to FA1001SPGWA10  
*Project Name/Number:* FRTH 3 Riders to FA1001SPGWA10/FRTH 3 Riders to FA1001SPGWA10

## **Rate Information**

Rate data does NOT apply to filing.

SERFF Tracking Number: CMPL-125640616 State: Arkansas  
Filing Company: Forethought Life Insurance Company State Tracking Number: 38966  
Company Tracking Number: FRTH 3 RIDERS  
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium  
Variable  
Product Name: FRTH 3 Riders to FA1001SPGWA10  
Project Name/Number: FRTH 3 Riders to FA1001SPGWA10/FRTH 3 Riders to FA1001SPGWA10

## Supporting Document Schedules

**Review Status:**  
**Satisfied -Name:** Certification/Notice 05/08/2008  
**Comments:**  
**Attachment:**  
AR\_AR Certif of Compliance with Rule 19.pdf

**Review Status:**  
**Satisfied -Name:** Application 05/08/2008  
**Comments:**  
acknowledged and included.

**Review Status:**  
**Satisfied -Name:** Life & Annuity - Acturial Memo 05/08/2008  
**Comments:**  
**Attachment:**  
Act Memo FA4010-01.pdf

**Review Status:**  
**Satisfied -Name:** Authorization 05/11/2008  
**Comments:**  
**Attachment:**  
Filing Authorization.pdf

**Review Status:**  
**Satisfied -Name:** Informational - General Contract 05/11/2008  
Information Summary  
**Comments:**  
**Attachment:**  
General Contract Summary DI15P2 GWA.pdf

**Review Status:**

SERFF Tracking Number: CMPL-125640616 State: Arkansas  
Filing Company: Forethought Life Insurance Company State Tracking Number: 38966  
Company Tracking Number: FRTH 3 RIDERS  
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium  
Variable  
Product Name: FRTH 3 Riders to FA1001SPGWA10  
Project Name/Number: FRTH 3 Riders to FA1001SPGWA10/FRTH 3 Riders to FA1001SPGWA10

**Satisfied -Name:** Informational - Contract Data Pages

05/11/2008

**Comments:**

**Attachments:**

Page 3BC with Annual Cap with Moly Avg Strategy Rider Atta....pdf

Page 3C with Annuity Option Rider Attached.pdf

Page 3C with Guaranteed Lifetime Income Option Rider Attac....pdf

SERFF Tracking Number: CMPL-125640616 State: Arkansas  
Filing Company: Forethought Life Insurance Company State Tracking Number: 38966  
Company Tracking Number: FRTH 3 RIDERS  
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium  
Variable  
Product Name: FRTH 3 Riders to FA1001SPGWA10  
Project Name/Number: FRTH 3 Riders to FA1001SPGWA10/FRTH 3 Riders to FA1001SPGWA10

**Review Status:**

**Satisfied -Name:** Readability

05/11/2008

**Comments:**

**Attachment:**

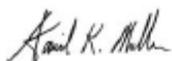
READABILITY CERTIFICATION.pdf

## Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: Forethought Life Insurance Company

Form Number(s): FA4010-01 Annual Cap with Monthly Averaging Over the Index Averaging  
Period Index Strategy Rider  
FA4011-01 Guaranteed Lifetime Income Option Rider  
FA4012-01 Guaranteed Payment Period, Not to Exceed Life Expectancy Annuity  
Option Rider  
FA3001-02 Application  
FA5001SPGWA10-04 Disclosure Statement

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.



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Signature of Company Officer

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David Mullen  
Name

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Secretary  
Title

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5-9-2008  
Date

# FORETHOUGHT LIFE INSURANCE COMPANY

## Actuarial Memorandum

### Annual Cap with Monthly Averaging Over the Index Averaging Period Index Strategy Rider

Form Number: FA4010-01

#### General Description

This Rider may be attached to an Individual Single Premium Deferred Annuity. It provides an additional Indexed Account Strategy. The Strategy Value of this Strategy is added to the Strategy Values of other available Strategies to form the Contract Value.

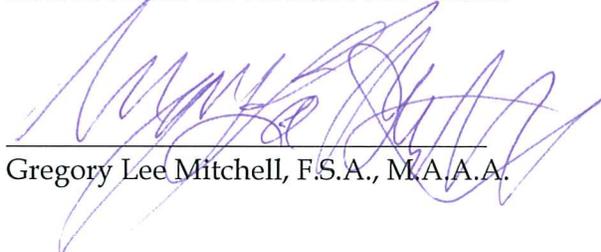
Premium may be allocated by the Owner to this Strategy on the Issue Date of the Contract. Strategy Value from another Strategy may be Reallocated by the Owner to this Strategy on any Reallocation Date. Likewise, Strategy Value from this Strategy may be Reallocated by the Owner to another available Strategy on any Reallocation Date. Reallocation Dates under the Contract are Contract Anniversaries that coincide with the end of a Strategy Term. The Strategy Term for this Strategy is shown on the Contract Data Page. The first Strategy Term begins on the Issue Date. Subsequent Strategy Terms begin immediately following the end of each prior Strategy Term.

#### Interest Crediting under the Annual Cap with Monthly Averaging Over the Index Averaging Period Index Strategy

This index method credits interest to its Indexed Account Strategy Value on each Contract Anniversary Date at a rate called the Index Credit. It is equal to the lesser of the Annual Index Growth, which is the average monthly percentage change in the S&P 500 Index since the prior Contract Anniversary Date, and the Annual Index Cap. The Annual Index Cap is declared in advance and is guaranteed for each Strategy Term. The Strategy Term is shown on the Contract Data Page. It will never be less than the Minimum Guaranteed Annual Index Cap for this Strategy, which is 4% per annum. No Participation Rate or Index Spread will be used with this Strategy. The Interest Credit will never be less than 0%. Sample annual calculations of the Index Credit under rising, falling and level index scenarios are shown in Appendix A.

#### Substitution of Index

The Index Credit is calculated using the Standard and Poor's 500 Index (S&P 500 Index). Excluded from the index are any dividends that may be paid by the firms that comprise the index. If the S&P 500 Index is discontinued or if the calculation of the Index is substantially changed, an alternative suitable index will be substituted in its place as provided by the Contract to which this Rider is attached and as approved by the Insurance Department of the state in which the Contract was issued.

  
\_\_\_\_\_  
Gregory Lee Mitchell, F.S.A., M.A.A.A.

2/8/08  
Date

## Appendix A

### STRATEGY: Annual Cap with Monthly Averaging Over the Index Averaging Period

This index design credits interest to the Strategy Value on an annual basis (Contract Anniversary).

The Strategy Value is the portion of the Contract Value attributable to the Strategy.

The formula for Strategy Value (SV) is as follows:

$$SV(t) = (1 + \text{Index Credit}(t)) * \{SV(t-1) + \text{Rin}(t) - \text{Rout}(t) - W(t) - \text{WC}(t) - \text{TX}(t)\}$$

where:

- Rin(t) = Reallocations to strategy on last Contract Anniversary
- Rout(t) = Reallocations out of the strategy on last Contract Anniversary
- W(t) = Withdrawals assessed to strategy during Contract Year
- WC(t) = Withdrawal Charges assessed to strategy during Contract Year
- TX(t) = Applicable Taxes assessed to strategy during Contract Year

The Index Credit is the annual effective interest rate credited to the Strategy Value on the Contract Anniversary

The formula for the Index Credit is as follows:

$$\text{Index Credit}(t) = \text{MAX}\{ \text{MIN}\{[\text{Average Annual Index Growth}(t)], \text{Annual Index Cap}(t)\}, 0\}.$$

The Annual Index Cap is declared in advance of each Strategy Term and is guaranteed for that Strategy Term.

The Minimum Guaranteed Annual Index Cap is 4%.

The formula for the Average Annual Index Growth is as follows:

$$\text{Average Annual Index Growth}(t) = (\text{Index Average}(t) / \text{Index Number}(t-1)) - 1$$

The Index Number is the published value of the Index.

The Index Average is the average of the Index Numbers for each Monthly Anniversary during each Index Averaging Period.

The formula for the Index Average assuming a 12 month Index Averaging Period is as follows:

$$\text{Index Average} = \{ \text{Index Number}(1) + \text{Index Number}(2) + \dots + \text{Index Number}(12) \} / 12$$

where the 12 Index Numbers are as of the 12 Monthly Anniversaries during the Contract Year.

The Monthly Anniversary is the same day of each month as the Issue Date.

The Index Averaging Period is the number of months over which the Index Average is calculated.

The Examples below assume:

- Annual Index Cap = 6.00%
- Index Averaging Period = 12 Months
- No Withdrawals

Monthly Anniversary	Falling Index Scenario			Rising Index Scenario			Level Index Scenario		
	Index Number	Index Average	Index Credit	Index Number	Index Average	Index Credit	Index Number	Index Average	Index Credit
Start	1000	907.5	0.00%	1000	1065	6.00%	1000	1000	0.00%
1	980			1010			1000		
2	960			1020			1000		
3	940			1030			1000		
4	930			1040			1000		
5	920			1050			1000		
6	910			1060			1000		
7	900			1070			1000		
8	890			1080			1000		
9	880			1090			1000		
10	870			1100			1000		
11	860			1110			1000		
12	850			1120			1000		

FORE  
THOUGHT®  
FINANCIAL SERVICES

ONE FORETHOUGHT CENTER • BATESVILLE, IN 47006  
(800) 648-0075

April 17, 2008

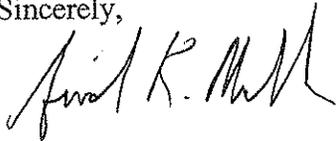
NAIC Company Code: 91642-1266

Re: Individual Annuity Forms

To: All State Insurance Departments

Forethought Life Insurance Company hereby authorizes Compliance Research Services, LLC to represent us in the submission of the above-referenced forms and to negotiate with insurance departments for their approval.

Sincerely,



David K. Mullen  
Senior Vice President and Assistant Secretary  
Forethought Life Insurance Company

**FORETHOUGHT DESTINATION INDEXED ANNUITY<sup>SM</sup>**  
**{ DESTINATION INCOME 15<sup>SM</sup> }**  
**CONTRACT SUMMARY**  
**SINGLE PREMIUM DEFERRED ANNUITY**

This form contains many of the features of your Single Premium Deferred Annuity Contract. Other provisions appear in other sections or in attached amendments, riders, or endorsements. For complete details, please refer to the appropriate Contract section, amendment, rider, or endorsement.

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**GENERAL CONTRACT INFORMATION**

Contract Number:	0000000
Owner:	John Doe
Joint Owner:	Jane Doe
Issue Date:	Month Day Year
Annuity Date:	Month Day Year
Premium Paid:	\$XX,XXX.XX
(Premium Less Premium Tax:	\$XX,XXX.XX)
Minimum Guaranteed Account Interest Rate for Fixed Account:	XX%
Strategy Term:	(1) years
Annuitant:	John Doe
(Joint Annuitant:	Jane Doe)
Beneficiary:	James Doe
(Beneficiary:	Joan Doe)
(Beneficiary:	Jerry Doe)
(Beneficiary:	Jean Doe)
Contract Type:	(Non-Qualified, IRA, Roth IRA)

**MINIMUM GUARANTEED CONTRACT VALUE:**

- (a) ninety (90%) of the Premium plus Interest at (3.00%); less
- (b) the amount of prior Withdrawals plus Interest on such amounts withdrawn at (3.00%).

**Account Strategies and Premium Allocations Selected**

- \_\_\_% Fixed Account Strategy
- \_\_\_% Annual Spread with Monthly Averaging Over the Index Averaging Period
- \_\_\_% Annual Cap with Monthly Averaging Over the Index Averaging Period

MINIMUM GUARANTEED CONTRACT VALUE PREMIUM FACTOR: 90%  
MINIMUM GUARANTEED CONTRACT VALUE INTEREST RATE: (3.00%)

**STRATEGY(IES) AND PREMIUM ALLOCATIONS SELECTED:**

**FIXED ACCOUNT STRATEGY:**

ALLOCATED PREMIUM: (\$50,000.00)  
ALLOCATION PERCENTAGE: (20.00%)  
STRATEGY TERM: (1) Year(s)  
GUARANTEED ANNUAL FIXED ACCOUNT INTEREST RATE: (3.00%)  
INTEREST GUARANTEE PERIOD: (1) Year(s)  
MINIMUM GUARANTEED ANNUAL FIXED ACCOUNT INTEREST RATE: 2.00%

**INDEXED ACCOUNT STRATEGY(IES):**

**ANNUAL SPREAD WITH MONTHLY AVERAGING OVER THE INDEX AVERAGING PERIOD**

ALLOCATED PREMIUM: (\$100,000.00)  
ALLOCATION PERCENTAGE: (40.00%)  
STRATEGY TERM: (1) Year(s)  
ANNUAL INDEX SPREAD: (1.20%)  
INDEXING PERIOD: 1 Year  
INDEX AVERAGING PERIOD: (12) Months  
MAXIMUM GUARANTEED ANNUAL INDEX SPREAD: 7.00%

**ANNUAL CAP WITH MONTHLY AVERAGING OVER THE INDEX AVERAGING PERIOD**

ALLOCATED PREMIUM: (\$100,000.00)  
ALLOCATION PERCENTAGE: (40.00%)  
STRATEGY TERM: (1) Year(s)  
ANNUAL INDEX CAP: (7.00%)  
INDEXING PERIOD: 1 Year  
INDEX AVERAGING PERIOD: (12) Months  
MINIMUM GUARANTEED ANNUAL INDEX CAP: 4.00%

**GUARANTEED LIFETIME INCOME BENEFIT:**

GUARANTEED LIFETIME INCOME BENEFIT FACTOR: (5.00%)

**GUARANTEED LIFETIME INCOME ACCOUNT:**

GUARANTEED LIFETIME INCOME ACCOUNT PREMIUM FACTOR: (110.00%)  
MINIMUM GUARANTEED LIFETIME INCOME ACCOUNT ACCUMULATION FACTOR: (5.00%)

GUARANTEED LIFETIME INCOME ACCOUNT INDEX SPREAD: (0.00%)  
GUARANTEED LIFETIME INCOME ACCOUNT INDEX SPREAD INITIAL GUARANTEE PERIOD: (10) Year(s)  
INDEXING PERIOD: 1 Year  
INDEX AVERAGING PERIOD: (12) Months  
MAXIMUM GUARANTEED LIFETIME INCOME ACCOUNT INDEX SPREAD: 7.00%

**WITHDRAWAL CHARGE PERIOD:**

10 Years

**TABLE OF WITHDRAWAL CHARGES**

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

<u>CONTRACT YEAR</u>	<u>PERCENTAGE</u>
1	10%
2	9%
3	8%
4	7%
5	6%
6	5%
7	4%
8	3%
9	2%
10	1%
11 & LATER	0%

**ANNUITY SERVICE CENTER:**

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

**ENDORSEMENTS AND RIDERS ATTACHED TO THIS CONTRACT:**

**ANNUAL CAP WITH MONTHLY AVERAGING OVER THE INDEX AVERAGING PERIOD INDEX STRATEGY RIDER**

**WITHDRAWAL CHARGE PERIOD:**

10 Years

**TABLE OF WITHDRAWAL CHARGES**

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

<u>CONTRACT YEAR</u>	<u>PERCENTAGE</u>
1	10%
2	9%
3	8%
4	7%
5	6%
6	5%
7	4%
8	3%
9	2%
10	1%
11 & LATER	0%

**ANNUITY SERVICE CENTER:**

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

**ENDORSEMENTS AND RIDERS ATTACHED TO THIS CONTRACT:**

**GUARANTEED PAYMENT PERIOD, NOT TO EXCEED LIFE EXPECTANCY ANNUITY OPTION RIDER**

**WITHDRAWAL CHARGE PERIOD:**

10 Years

**TABLE OF WITHDRAWAL CHARGES**

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

<u>CONTRACT YEAR</u>	<u>PERCENTAGE</u>
1	10%
2	9%
3	8%
4	7%
5	6%
6	5%
7	4%
8	3%
9	2%
10	1%
11 & LATER	0%

**ANNUITY SERVICE CENTER:**

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

**ENDORSEMENTS AND RIDERS ATTACHED TO THIS CONTRACT:**

**GUARANTEED LIFETIME INCOME OPTION RIDER:**

<b>INITIAL GUARANTEED LIFETIME INCOME BENEFIT FACTOR:</b>	
<b>LEVEL SINGLE LIFE GUARANTEED LIFETIME INCOME OPTION:</b>	(5.00%)
<b>INCREASING SINGLE LIFE GUARANTEED LIFETIME INCOME OPTION:</b>	(4.00%)
<b>LEVEL JOINT LIFE GUARANTEED LIFETIME INCOME OPTION:</b>	(4.00%)
<b>INCREASING JOINT LIFE GUARANTEED LIFETIME INCOME OPTION:</b>	(3.00%)
<b>COST OF LIVING INCREASE FACTOR:</b>	(2.00%)
<b>(APPLICABLE TO INCREASING LIFE INCOME OPTIONS)</b>	

## READABILITY CERTIFICATION

**RE:** Forethought Life Insurance Company

**NAIC # 91642-1266**

**FEIN # 06-1016329**

This is to certify that form(s) listed below have achieved at least the minimum required score on the Flesch Reading Ease Test.

<u>Forms</u>	<u>Score</u>
FA4010-01, Annual Cap with Monthly Averaging Over the Index Averaging Period Index Strategy Rider	63
FA4011-01 – Guaranteed Lifetime Income Option Rider	74
FA4012-01, Guaranteed Payment Period, Not to Exceed Life Expectancy Annuity Option Rider	67



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