

SERFF Tracking Number: FRTH-125608284 State: Arkansas
 Filing Company: Forethought Life Insurance Company State Tracking Number: 38702
 Company Tracking Number:
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium
 Variable
 Product Name: Destination Income 15 - SPDA - Advertisement
 Project Name/Number: DI 15 - Client Guide and Product Sheet/FA7030-01 & FA7029-01

Filing at a Glance

Company: Forethought Life Insurance Company

Product Name: Destination Income 15 - SPDA - SERFF Tr Num: FRTH-125608284 State: ArkansasLH

Advertisement

TOI: A02I Individual Annuities- Deferred Non- Variable SERFF Status: Closed State Tr Num: 38702

Sub-TOI: A02I.003 Single Premium

Co Tr Num:

State Status: Filed-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Author: Paula Scaife

Disposition Date: 04/22/2008

Date Submitted: 04/14/2008

Disposition Status: Filed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: DI 15 - Client Guide and Product Sheet

Status of Filing in Domicile: Pending

Project Number: FA7030-01 & FA7029-01

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Advertisement pending approval in Indiana, our domiciliary state.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 04/22/2008

State Status Changed: 04/22/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

The FA7030-01 Destination Income 15sm Client Guide and FA7029-01 Destination Income 15sm Product Details is being submitted for your review and approval. This advertisement is new and is not intended to replace any existing advertisement. This advertisement is for use with our Limited Single Premium Deferred Annuity contract, form number FA1001SPGWA10-01-10, which was submitted to your Department for review and approval / approved by your

SERFF Tracking Number: FRT-125608284 State: Arkansas
 Filing Company: Forethought Life Insurance Company State Tracking Number: 38702
 Company Tracking Number:
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
 Variable
 Product Name: Destination Income 15 - SPDA - Advertisement
 Project Name/Number: DI 15 - Client Guide and Product Sheet/FA7030-01 & FA7029-01

Department on February 20, 2008 via SERFF.

I look forward to your review and approval of this advertisement.

Sincerely,

Paula Scaife

Company and Contact

Filing Contact Information

Kasey Poettker, Legal Assistant kasey_poettker@forethought.com
 1 Forethought Center (812) 933-6748 [Phone]
 Batesville, IN 47006 (812) 933-6348[FAX]

Filing Company Information

Forethought Life Insurance Company CoCode: 91642 State of Domicile: Indiana
 1 Forethought Center Group Code: 1266 Company Type: Insurance
 Batesville, IN 47006 Group Name: State ID Number:
 (800) 648-0075 ext. [Phone] FEIN Number: 06-1016329

Filing Fees

Fee Required? Yes
 Fee Amount: \$0.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Forethought Life Insurance Company	\$25.00	04/14/2008	19544691

SERFF Tracking Number: *FRTH-125608284* State: *Arkansas*
Filing Company: *Forethought Life Insurance Company* State Tracking Number: *38702*
Company Tracking Number:
TOI: *A021 Individual Annuities- Deferred Non- Variable* Sub-TOI: *A021.003 Single Premium*
Product Name: *Destination Income 15 - SPDA - Advertisement*
Project Name/Number: *DI 15 - Client Guide and Product Sheet/FA7030-01 & FA7029-01*

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Filed	Linda Bird	04/22/2008	04/22/2008

SERFF Tracking Number: *FRTH-125608284* State: *Arkansas*
Filing Company: *Forethought Life Insurance Company* State Tracking Number: *38702*
Company Tracking Number:
TOI: *A021 Individual Annuities- Deferred Non- Variable* Sub-TOI: *A021.003 Single Premium*
Product Name: *Destination Income 15 - SPDA - Advertisement*
Project Name/Number: *DI 15 - Client Guide and Product Sheet/FA7030-01 & FA7029-01*

Disposition

Disposition Date: 04/22/2008

Implementation Date:

Status: Filed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: *FRTH-125608284* State: *Arkansas*
 Filing Company: *Forethought Life Insurance Company* State Tracking Number: *38702*
 Company Tracking Number:
 TOI: *A021 Individual Annuities- Deferred Non- Variable* Sub-TOI: *A021.003 Single Premium*
 Product Name: *Destination Income 15 - SPDA - Advertisement*
 Project Name/Number: *DI 15 - Client Guide and Product Sheet/FA7030-01 & FA7029-01*

Form Schedule

Lead Form Number:

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	FA7030-01	Advertising	Client Guide	Initial		0	FA7030-01 DI15 Client Guide Phase 1.pdf
	FA7029-01	Advertising	Product Details	Initial		0	FA7029-01 DI15 Product Details PHASE 1.pdf

DESTINATION INCOME 15SM

PRODUCT DETAILS

Product Description

Destination Income 15SM is a single premium deferred annuity that is available for non-qualified, IRA, and Roth IRA plans. Destination Income offers a Guaranteed Lifetime Income Benefit, providing a lifetime annual income while maintaining access to your money.

Issue Ages

0 - 85

Premium

- \$25,000 minimum single premium
- \$1,000,000 maximum single premium (Home office approval required for premiums in excess of \$1,000,000.)

Premium Banding

Destination Income 15 is banded, which means the more single premium you place in the Contract, the more favorable index spreads you receive, giving you more credited interest potential.

- Low Band: \$25,000 - \$99,999
- High Band: \$100,000 - \$249,999
- Ultra Band: \$250,000 plus

Guaranteed Lifetime Income Benefit

- Activate at any time after age 59½ (and after the first contract year).
- Provides a guaranteed annual income you can systematically withdraw for as long as you live, even if the Contract Value falls to zero.
- Contract Value continues to receive positive indexed interest gains even after electing to begin the Guaranteed Lifetime Income Benefit.

Guaranteed Lifetime Income Account Value

- Includes a 15% bonus applied to the initial premium received.
- Guaranteed to be at least 115% of the premium, less prior withdrawals, accumulated at 5% interest on the date the benefit is exercised.
- Opportunity to receive annual indexed interest gains based on change in the S&P 500 Index[®].
- 100% Participation with no annual caps and no annual fees, all guaranteed for 5 years.

Guaranteed Lifetime Annual Income

- Equal to the Guaranteed Lifetime Income Benefit Factor multiplied by the Guaranteed Lifetime Income Account Value on the day you activate the benefit.
 - The Guaranteed Lifetime Income Benefit Factor is 5% for a level annual benefit that is available for the remainder of your life.
 - If the Guaranteed Lifetime Income Option Rider is attached to your contract (subject to state availability) you may have additional benefit choices that include an increasing benefit and/or spousal continuation of income.
- Should the Contract Value exceed the value of the Guaranteed Lifetime Income Account, a 15% Step Up Benefit will provide at least 15% additional guaranteed income for life.

Strategies

Premiums can be allocated to your choice of two strategies, a fixed interest strategy and a strategy based on the S&P 500® Index. Funds selected are locked in for one year.

1. Fixed Account Strategy
2. Annual Spread with Monthly Averaging Over the Index Averaging Period
An Annual Cap with Monthly Averaging over the Index Averaging Period strategy will be available for reallocation on the first contract anniversary (subject to state availability).

Index Spread

Administrative fee that will be subtracted from a gain in the S&P 500 Index. Percentage subject to change. Please contact your financial representative for the current index spread.

Minimum Guaranteed Contract Value

90% of the premium paid, less withdrawals, compounded at the applicable Minimum Guaranteed Contract Value Interest Rate, ranging from 1.00% to 3.00%.

Withdrawal Privileges

- 10% of the beginning-of-year Contract Value after the first contract year can be withdrawn each year without incurring withdrawal charges.
- Systematic withdrawals may be specified by dollar amount or percentage of Contract Value with your choice of payout frequency.
- Waiver of withdrawal charges due to nursing home confinement and/or terminal illness.

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

Withdrawal Charges

All withdrawals in excess of the 10% free withdrawal amount each contract year will incur withdrawal charges. There are no withdrawal charges after the tenth contract year.

Withdrawals may be subject to federal and/or state income tax and, if taken prior to age 59½, an additional 10% federal penalty tax.

Annuity Options

- Life Annuity
- Life Annuity with 10 Years Certain
- Life Annuity with 20 Years Certain
- Joint and Last Survivor Annuity
- Joint and Last Survivor Annuity with 10 Years Certain
- Guaranteed Payment Period

Death Benefit

Full Contract Value without any withdrawal charges.

Riders

- Nursing Home Waiver Rider
- Terminal Illness Waiver Rider

Forethought Financial Group, Inc., through its subsidiaries, provides innovative insurance and financial solutions for families managing retirement and end-of-life needs. Headquartered in Indianapolis, Indiana, our companies provide life insurance, trust programs and annuities. Forethought's insurance subsidiaries have been consistently recognized by A.M. Best for financial strength. Insurance affiliates include Forethought Life Insurance Company and Forethought National Life Insurance Company. Collectively, the insurance companies are licensed to sell in 49 states, the District of Columbia and Puerto Rico. Forethought also provides trust services in 28 states and the District of Columbia.

Forethought Destination Indexed AnnuitiesSM are single premium deferred annuities with fixed and indexed strategies issued by Forethought Life Insurance Company. Forethought Life is a wholly owned subsidiary of Forethought Financial Group, Inc. Destination IncomeSM is available in most states with contract FA1001SPGWA10-01, (certificate series GA1001SPGWA10-01, as applicable). State variations may apply. Read the contract for complete details.

"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. Forethought Life's Fixed Indexed Annuities are not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the product. Past performance of the S&P 500 is no guarantee of future results. Any examples utilizing the S&P 500 Index are for illustrative purposes only. The S&P 500 Index is a price index and does not reflect dividends paid by the stocks underlying the Index.

**FORE
THOUGHT®**

SERFF Tracking Number: FRT-125608284 State: Arkansas
Filing Company: Forethought Life Insurance Company State Tracking Number: 38702
Company Tracking Number:
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable
Product Name: Destination Income 15 - SPDA - Advertisement
Project Name/Number: DI 15 - Client Guide and Product Sheet/FA7030-01 & FA7029-01

Supporting Document Schedules

Review Status:
Satisfied -Name: Certification/Notice 04/14/2008
Comments:
Attachment:
AR Certification 4-14-2008 w-sig.pdf

Review Status:
Satisfied -Name: Application 04/14/2008
Comments:
Attachment:
FA3001-01 SPDA GWA Application.pdf

Review Status:
Satisfied -Name: Life & Annuity - Actuarial Memo 04/14/2008
Comments:
Attachment:
FA1001SPGWA10-01 Actuarial Memorandum w-App A.pdf

Arkansas Certification
Contract Form: FA1001SPGWA10-01-10, et. al.

I certify the following:

Contract Summary Disclosure

A contract summary disclosure is provided at the time of application for this contract. The applicants are required to sign and date the form. A copy is left with the applicant. This form is in no way deceptive, confusing or misleading and has been reviewed and complies with the Arkansas Insurance Department requirements as of this date.

Agent Education

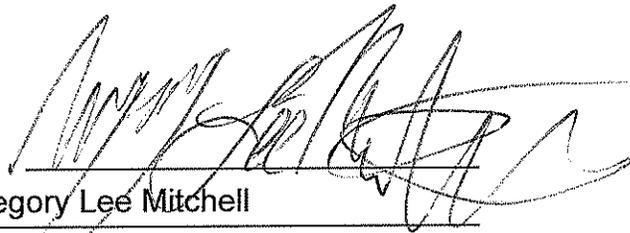
All agents soliciting this product are suitably licensed and trained. This contract will not be solicited by any person who is not trained and qualified.

Reserves

The company will address this contract separately in the annual (Section 8) actuarial opinion and memorandum addressing each year the amount and type of assets held and the level of reserves and how developed.

The company will establish and maintain a detailed file defining the system for hedging.

Signature of qualified actuary:



Name (typed or printed): Gregory Lee Mitchell

Title or business affiliation: F.S.A., M.A.A.A.

Date: 04/14/2008

(Please Print)

1. OWNER

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Date of Birth (mm/dd/yyyy)		Age
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 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
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
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
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		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

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

--

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: \$ _____

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 INCOMESM PRODUCT AND STRATEGY(IES) ALLOCATIONS

Destination IncomeSM

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

FIXED and INDEXED ACCOUNT STRATEGIES:

Whole Percentages Only

Fixed Account Strategy %

Annual Spread with Monthly Averaging Over the Index Averaging Period Strategy %

Total Must = 100 %

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.

Owner		Joint Owner (If any)	
Check One Form of ID:		Check One Form of ID:	
Individual Owner	Non-Individual Owner	Individual Owner	Non-Individual Owner
<input type="checkbox"/> Driver's License	<input type="checkbox"/> Certified Articles of Incorporation	<input type="checkbox"/> Driver's License	<input type="checkbox"/> Certified Articles of Incorporation
<input type="checkbox"/> Passport	<input type="checkbox"/> Partnership Agreement	<input type="checkbox"/> Passport	<input type="checkbox"/> Partnership Agreement
<input type="checkbox"/> Other _____	<input type="checkbox"/> Trust Document	<input type="checkbox"/> Other _____	<input type="checkbox"/> Trust Document
_____	_____	_____	_____
ID Number	State/Country of Issuance	ID Number	State/Country of Issuance
_____	_____	_____	_____
ID Expiration Date		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.

11. AGENT DECLARATIONS AND SIGNATURES

Primary Agent Name (Print)		
Address	State	Zip Code
Phone Number (home)	E-mail Address	
Business or Institution Name	Business or Institution Phone Number	
Social Security Number	License Number	Agent Number

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

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.

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.

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).

Initials

Primary Agent Signature

Date

Signed At (City,State)

FORETHOUGHT LIFE INSURANCE COMPANY HOME OFFICE USE ONLY

Forethought Destination Indexed AnnuitiesSM
Destination IncomeSM

Single Premium Deferred Annuity Application

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

FORETHOUGHT LIFE INSURANCE COMPANY
Actuarial Memorandum
Individual Single Premium Deferred Annuity
With Fixed Indexed Strategies

Form Number: FA1001SPGWA10-01

I. Description of Contract

General Description

This Contract is an Individual Single Premium Deferred Annuity that provides annuity income benefits, death benefits, contract withdrawal benefits and a guaranteed lifetime income benefit for systematic withdrawals.

Annuity Benefits

If no other election is made, this Contract will provide monthly income payments for a minimum of 120 months and as long thereafter as the Annuitant lives beginning on the Annuity Date. The latest Annuity Date is the Contract Anniversary following the Owner's attainment of age 95. If Joint Owners are named in the application, the Annuity Date is based on the age of the oldest Joint Owner.

Death Benefits

The Death Benefit equals the Contract Value.

Contract Value

The Contract Value is the sum of the Fixed Account Strategy Value and the Indexed Account Strategy(ies) Value. The Contract Value will never be less than the Minimum Guaranteed Contract Value.

Minimum Guaranteed Contract Value

The Minimum Guaranteed Contract Value is equal to the single premium multiplied by the Minimum Guaranteed Contract Value Premium Factor and accumulated at the Minimum Guaranteed Contract Value Interest Rate, less Withdrawals, if any, accumulated at the Minimum Guaranteed Contract Value Interest Rate. The Minimum Guaranteed Contract Value Premium Factor and the Minimum Guaranteed Contract Value Interest Rate are shown on the Contract Data Page and are guaranteed for the life of the contract. They will be set such that the Minimum Guaranteed Contract Value will meet or exceed the minimums established under the Standard Nonforfeiture Law for Deferred Annuities. The amount available for withdrawal is the Contract Value less any applicable Withdrawal Charge and Premium and Other Taxes but, by definition, the Contract Withdrawal Value will never be less than the Minimum Guaranteed Contract Value.

Withdrawal Charges

This product contains a ten (10) year Withdrawal Charge Period. The schedule of Withdrawal Charges (10%, 9%, 8%, 7%, 6%, 5%, 4%, 3%, 2%, 1%) is listed on the Contract Data Page. Withdrawal Charges are not assessed against death benefits, Free Withdrawal Amounts, and any amounts applied to an Annuity Option that begins at least five (5) years after the Issue Date and that makes annuity payments for at least five (5) years.

Free Withdrawal Amount

After the first Contract Year and prior to the Annuity Date, the owner may annually withdraw a portion of the Contract Value that is free of Withdrawal Charges. The Free Withdrawal Amount for any Contract Year is equal to 10% of the Contract Value on the prior Contract Anniversary. In the event a Contract's entire Contract Value is withdrawn in a Contract Year a Free Withdrawal Amount is made, the Withdrawal Charge will be retroactively applied to any Free Withdrawal Amounts occurring in that Contract Year. Cumulative withdrawals of Contract Value in a Contract Year that exceed the Free Withdrawal Amount may be assessed a Withdrawal Charge. Withdrawals made pursuant to a Systematic Withdrawal plan may be made more frequently than once per Contract Year and will be treated as a Free Withdrawal Amount, provided that the total annual amount withdrawn does not exceed the 10% limitation described above.

Guaranteed Lifetime Income Benefit

This benefit allows the owner to make systematic withdrawals for annual amounts up to the Guaranteed Lifetime Annual Income beginning on the Guaranteed Lifetime Income Option Date selected by the owner and continuing for the remainder of the owner's life. The Option Date must follow the later of the first contract anniversary or the owner's age 59 ½. The Guaranteed Lifetime Annual Income is equal to the Guaranteed Lifetime Income Benefit Factor multiplied by the Guaranteed Lifetime Income Account Value on the Option Date.

The Guaranteed Lifetime Income Account Value is an accumulation of the premium that grows in a fashion similar to the Contract Value until the Guaranteed Lifetime Income Option Date. At issue it is equal to the premium multiplied by the Guaranteed Lifetime Income Account Value Premium Factor. Values attributable to the Fixed Account Strategy are credited interest at the same rates as are credited to the Fixed Account Strategy Value. Values attributable to the Indexed Account Strategy(ies) accumulate in a manner comparable to the Annual Spread with Monthly Averaging Over the Index Averaging Period Index Strategy in what is called the Guaranteed Lifetime Income Indexed Account Strategy.

The Guaranteed Lifetime Income Indexed Account Strategy credits interest on each Contract Anniversary Date at a rate called the Guaranteed Lifetime Income Account Index Credit. It is determined by deducting the Guaranteed Lifetime Income Account Index Spread from the Annual Index Growth, which is the average monthly percentage change in the S&P 500 Index since the prior Contract Anniversary Date. The Guaranteed Lifetime Income Index Spread at issue is guaranteed through the Guaranteed Lifetime Income Account Index Spread Initial Guarantee Period. Thereafter the spread will be declared in advance and guaranteed for each subsequent contract year. It will never be more than the Maximum Guaranteed Lifetime

Income Account Index Spread of 7% per annum. No Participation Rate or Index Cap will be used and the credited rate will never be less than 0%.

On the Guaranteed Lifetime Income Option Date the Guaranteed Lifetime Income Account Value is guaranteed to be no less than the Guaranteed Lifetime Income Account Premium factor multiplied by the premium less withdrawals and accumulated at the Minimum Guaranteed Lifetime Income Account Accumulation Factor.

After the Guaranteed Lifetime Income Option Date, the Guaranteed Lifetime Annual Income and Guaranteed Lifetime Income Account Value will only change in two possible situations:

- 1) If on a contract anniversary, the Contract Value exceeds the Guaranteed Lifetime Income Account Value:
 - a. the Guaranteed Lifetime Income Account Value will be reset to the Contract Value multiplied by the Guaranteed Lifetime Income Account Premium Factor; and
 - b. the Guaranteed Lifetime Annual Income will be reset to the revised Guaranteed Lifetime Income Account Value multiplied by the Guaranteed Lifetime Income Benefit Factor; or
- 2) On any day that the owner withdraws a cumulative annual amount in excess of the Guaranteed Lifetime Annual Income:
 - a. the Guaranteed Lifetime Income Account Value will be reduced by the same proportion that the excess amount reduced the Contract Value; and
 - b. the Guaranteed Lifetime Annual Income will be reset to the revised Guaranteed Lifetime Income Account Value multiplied by the Guaranteed Lifetime Income Benefit Factor.

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 approved by the Insurance Department of the state in which the Contract was issued.

II. Interest Crediting

This section discusses how interest is credited to the Contract Value.

Overview

The owner may elect to allocate the premium to any of the crediting Strategies available under the Contract, which consist of the Fixed Account Strategy and the Indexed Account Strategy(ies). The first Strategy Term begins on the Issue Date. Subsequent Strategy Terms begin immediately following the end of each prior Strategy Term. The owner may reallocate Contract Value from one Strategy to another at the end of each Strategy Term.

Available Strategies may be added by rider in the future subject to approval. We reserve the right to discontinue at our discretion Indexed Account Strategy(ies) after the Withdrawal Charge Period. Each Strategy, as described below, has one primary adjustable parameter identified in its title. Following is a description of each Strategy currently available:

Fixed Account Strategy

The Fixed Account Strategy Value receives interest credits based on a rate declared in advance of each Strategy Term by the company. The rate is at least equal to the Minimum Guaranteed Annual Fixed Account Interest Rate, currently 2%, shown on the Contract Data Page. The rate of interest will not be changed during the Strategy Term. The Strategy Term is one year. The Interest Rate for the Premium allocated to the Fixed Account Strategy on the Issue Date, if any, is also shown on the Contract Data Page as the Guaranteed Annual Fixed Account Interest Rate.

Indexed Account Strategy

The Annual Spread with Monthly Averaging Over the Index Averaging Period Index Strategy is incorporated into the contract. Additional Indexed Account Strategies may be offered by rider in the future subject to approval.

Annual Spread with Monthly Averaging Over the Index Averaging Period

This index method credits interest to its Indexed Account Strategy Value on each Contract Anniversary Date at a rate called the Interest Credit. It is determined by deducting the Index Spread from the Annual Index Growth, which is the average monthly percentage change in the S&P 500 Index since the prior Contract Anniversary Date. The Index Spread is declared in advance and is guaranteed for each Strategy Term. The Strategy Term is one year. It will never be more than the Maximum Guaranteed Annual Index Spread for this strategy, which is 7% per annum. No Participation Rate or Index Cap will be used with this Strategy. The Interest Credit will never be less than 0%.

III. Compliance with NAIC Standard Nonforfeiture Law for Individual Deferred Annuities (SNLIDA)

Section 3, Nonforfeiture Requirements

There are four requirements under this section:

- Upon cessation of payment of considerations or upon request, the company shall grant a paid-up annuity benefit, which must comply with sections 5, 6, 7, 8 and 10 of the SNLIDA. Section 5 is the most applicable in this case and states that the present value of the paid-up annuity benefit on the date annuity payments are to commence is at least equal to the minimum nonforfeiture amount on that date.

Compliance

This contract is a single premium contract. The contract provides for a paid up annuity benefit of a minimum of 120 months and as long thereafter as the Annuitant lives (or other Annuity Income Option if elected) beginning on the Annuity Date. The payout is determined by applying the Contract Withdrawal Value on the Annuity Date to the factor associated with the Annuity Income Option elected. The Contract complies with this requirement since the present value of this benefit is always equal to or greater than the Minimum Nonforfeiture Amount.

- If a contract provides for a lump-sum settlement at maturity or any other time, upon surrender of the contract the company shall pay in lieu of a paid-up annuity benefit a cash surrender benefit that complies with sections 5, 6, 8 and 10 of the SNLIDA. Also, the company may reserve the right to defer payment of cash surrender benefits for a period not to exceed 6 months with the approval of the commissioner.

Compliance

The Contract Withdrawal Value may be paid in a lump sum and is always at least equal to the Minimum Nonforfeiture Amount. The contract does not allow deferral of payment of the Contract Withdrawal Value for a period longer than 6 months.

Section 5 is the same as stated in the prior bullet point above.

Compliance

As noted above, the paid-up annuity benefit offered by this contract is in compliance with section 5.

Section 6 states that the cash surrender benefits available prior to maturity shall not be less than the present value as of the date of surrender of that portion of the maturity value of the paid-up annuity benefit that would be provided under the contract at maturity arising from considerations paid prior to the time of cash surrender, reduced by the amount appropriate to reflect any prior partial surrenders of the contract, such present value being calculated on the basis of an interest rate

not more than 1% higher than the interest rate specified in the contract for accumulating net considerations. Also, in no event may the cash surrender benefit be less than the minimum nonforfeiture amount at that time. The death benefits must also be at least equal to the cash surrender benefit.

Compliance

Demonstration of compliance with the first part of section 6 noted above is shown in Appendix A using 10 years until maturity. Ten years is deemed to be the shortest period until maturity in Section 8. The contract also complies for all longer periods until maturity. Also, the Contract Withdrawal Value will never be less than the Minimum Nonforfeiture Amount and the death benefit will never be less than the Minimum Nonforfeiture Amount.

Section 8 refers to contracts where an election can be made to have annuity payments commence at optional maturity dates. It states that the maturity date shall be deemed to be that latest date for which election shall be permitted by the contract, but may not be later than the anniversary of the contract next following the annuitant's 70th birthday or the tenth anniversary of the contract, whichever is later.

Compliance

Prior to the Annuity Date of the contract, the Annuity Date may be changed with 30 days prior Notice. It may not be later than the Contract Anniversary following the Owner's or the oldest Joint Owner's 95th birthday. See Appendix A for demonstration of compliance.

- The SNLIDA requires a statement of the mortality table and interest rates used in calculating any minimum paid-up annuity cash surrender or death benefits that are guaranteed.

Compliance

The guaranteed interest rates used to determine the Minimum Guaranteed Contract Values are specified on the Contract Data Page. No mortality table is used prior to the Annuity Date. The annuity income purchase rate guarantees provided in the contract are stated in the Annuity Provisions section of the contract.

- The SNLIDA requires a statement that any paid-up annuity, cash surrender or death benefits that may be available under the contract are not less than the minimum benefits required by any statute of the state in which the contract is delivered and an explanation of the manner in which such benefits are altered by the existence of any additional amounts credited by the company to the contract, any indebtedness to the company on the contract or any partial surrenders of the contract.

Compliance

The required statement is found in the Reserves, Values and Benefits section of the Contract.

Section 4, Minimum Values

According to the SNLIDA, the minimum values specified in sections 5, 6, 7, 8 and 10 of any paid-up annuity, cash surrender or death benefits shall be based on the amount defined in this section.

Subsection A

The minimum nonforfeiture amounts, at any time at or prior to the commencement of any annuity payments shall be equal to an accumulation up to such time at a rate of interest defined in Subsection B of the net consideration paid prior to such time, decreased by the sum of prior withdrawals accumulated at that same rate, an annual contract charge of \$50 accumulated at that same rate, any premium tax accumulated at that same rate and the amount of any indebtedness to the company on the contract.

The net consideration for the first contract year equals 87.5% of the single premium. The net consideration for future contract years is zero.

Compliance

Compliance with Section 4 of the SNLIDA is demonstrated in Appendix A.

The following assumptions have been made:

- No annual contract charges are included in the SNLIDA cash value
- Single premium equals \$10,000
- Premium-related taxes, fees or assessments imposed against the contract are ignored
- Compliance is demonstrated at both the minimum nonforfeiture rate of 1% and the maximum nonforfeiture rate of 3%

Subsection B

The interest rate used in determining the minimum nonforfeiture amounts shall be the lesser of 3% per annum and the following:

- The 5-year Constant Maturity Treasury Rate reported by the Federal Reserve as of a date, or average over a period, rounded to the nearest 1/20th of one percent (5 basis points) specified in the contract no longer than 15 months prior to the contract issue date or redetermination date,
- Reduced by 125 basis points,
- Reduced by an additional 100 basis points as discussed in Subsection C,
- Where the resulting interest rate is not less than 1%, and
- The interest rate shall apply for an initial period and may be redetermined for additional periods.

Compliance

The interest rate used in determining the minimum nonforfeiture amounts for this contract, the Minimum Guaranteed Contract Value Interest Rate, will be reset for newly issued policies quarterly and be based on the 5-year Constant

Maturity Treasury rate. Once a policy is issued, the Minimum Guaranteed Contract Value Interest Rate is guaranteed for the life of the policy.

At the beginning of each calendar quarter, the daily average of the 5-year Constant Maturity Treasury from the prior quarter will be determined. This daily average will be rounded to the nearest 5 basis points. This result will then be reduced by 125 basis points. The rate is then subject to a minimum of 1.00% and a maximum of 3.00%.

If the resulting rate differs from that used in the prior quarter by at least 25 basis points, the Minimum Guaranteed Contract Value Interest Rate for issues in the quarter will be reset; otherwise the Minimum Guaranteed Contract Value Interest Rate will remain the same as was used in the prior quarter. However the rate for the first quarter of the calendar year will always be reset and will not be subject to the 25 basis point threshold.

Compliance with Subsection C is addressed below.

Subsection C

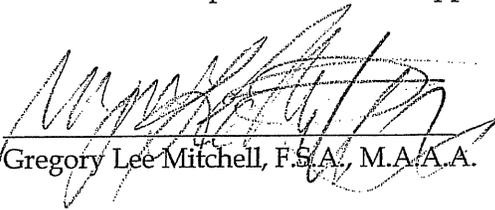
During the period or term that a contract provides substantive participation in any equity indexed benefit, it may change the 125 basis point reduction to 225 basis points to reflect the value of an equity index benefit.

Compliance

The interest rate used in determining the minimum nonforfeiture amounts for this contract is addressed in Compliance to Subsection B. There will be no reduction to the interest rate to reflect the value of an equity index benefit.

Actuarial Certification

I, Gregory Lee Mitchell, am responsible for evaluating compliance with the Standard Nonforfeiture Law for Individual Deferred Annuities and the Annuity Nonforfeiture Model Regulation on behalf of Forethought Life Insurance Company. I have reviewed this contract form and am familiar with the Nonforfeiture Laws and Regulations as they pertain to equity-indexed annuities. I have also reviewed the methodology that will be used in calculating and setting assumptions for the additional reduction in nonforfeiture rate for equity-indexed annuities. Based on my review, I certify that the methodology used for this contract form meets the minimum requirements of the applicable Nonforfeiture Laws and Regulations.



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

11/21/08
Date

IV. Reserves

Statutory reserves will be calculated in compliance with the Standard Valuation Law and are equal to those calculated under the Commissioners Annuity Reserve Valuation Method (CARVM) with guidance from Actuarial Guideline 33. Reserving is intended to be done under the CARVM-UMV Method, as specified in Actuarial Guideline 35.

The valuation will be performed using the "issue year" basis, "with cash settlement options," "with guarantees no longer than five years," and "without future interest rate guarantees." The valuation rates for the elective benefits of partial and full surrender and annuitization will be based on Plan Type C. To illustrate, a policy issued in calendar year 2007 would have a valuation rate of 4.50%. The valuation rates for the non-elective benefits such as death, terminal illness, and/or nursing home confinement, if applicable, will be based on Plan Type A. To illustrate, a policy issued in 2007 would have a valuation rate of 5.25%.

The valuation mortality basis used will be the Annuity 2000 Mortality Table.

V. Hedging Strategy and Potential Risks

General Information

Policyholder premiums will generally be invested in two types of assets. The majority of the premium will be used to purchase typical fixed income securities (bonds, mortgages, etc.). A smaller portion of the premium will be used to purchase over the counter (OTC) options to back the index based crediting strategy. The goal of the hedge strategy will be to reduce the product's equity exposure by purchasing an OTC option that nearly replicates the interest crediting.

To the extent necessary and/or prudent, alternative financial instruments like futures contracts, exchange traded options, exchange traded funds, and interest rate based instruments will be used to supplement OTC option purchases. An example of this might be the use of a futures contract to "bridge" a period of lower sales until a sufficient volume is reached to make an effective OTC trade. Another example might be a period of perceived over-charging by the OTC market.

The equity based exposure created by the indexed crediting methods will be monitored weekly relative to the OTC option portfolio. Mismatches due to lapses, withdrawals, annuitizations, and deaths will be rectified by unwinding options or reducing future option purchases. The monitoring methodology will include stress tests to confirm the effectiveness of the hedge portfolio relative to the liability.

Financial Reporting of Options

Options purchased will be carried at market value in the annual statement general account. No separate account will be established for this product because the options purchased are hedging the equity exposure of a contract which does not require a separate account.

Derivatives Trading Oversight

The Investment Committee will have primary responsibility for authorizing certain individuals to make derivatives trades for purposes of hedging this contract. Authorized individuals will have sufficient skill, knowledge, and experience in the field of derivatives trading and portfolio management. Authorized individuals will be the only ones allowed to initiate and approve derivative transactions.

Counterparties

Option purchases in the OTC market carry a certain amount of counterparty risk. This risk will be managed in three ways. First, counterparties will have to go through an approval process which will assess the creditworthiness of each potential counterparty. Second, the approved counterparty list will be monitored to ensure continued evidence of financial health. Third, the option purchases will be prudently spread among counterparties to ensure that exposure to any one counterparty is not excessive. In certain situations, the lowest bid on the OTC option may not be chosen if the exposure to that counterparty is perceived as too high or approaching a threshold.

Hedging Risks

Hedging is a process that faces a number of potential risks. Each of these risks will be managed as follows:

1. Liquidity Risk – Liquidity risk is characterized by the inability to generate cash as needed. To control this risk, high quality, liquid bonds will make up the majority of the asset portfolio. The hedging portfolio will consist of OTC options and exchange traded futures and options. The exchange traded instruments are highly liquid. The OTC options can easily be sold back to the dealer, sold to a third party, or can be “partially sold” through a reduction in notional.
2. Credit Risk – Risks associated with the credit worthiness of the counterparties will be managed as discussed in the Counterparties section.
3. Market Risk – Stochastic modeling of the entire product will be used to assess the market risk and to determine the optimal asset portfolio.
4. Pricing Risk – Pricing risk can involve a number of potential errors in setting assumptions. Experience studies and product monitoring will be used to adjust pricing assumptions and to set liability values.
5. Legal Risk – Properly executed ISDA agreements are the primary tool for controlling legal risk associated with OTC option sellers.
6. Operational Risk – Checks and Crosschecks will be utilized to ensure that operational risks are kept to a minimum. Administration system downloads will be used to validate liability information. Asset purchases and portfolio inventory will be monitored using account system downloads and the basis risk tool.
7. Basis Risk – Basis risk encompasses the mismatch between the hedging portfolio and the index crediting strategies. Mismatch can occur due to lapses, mortality, annuitizations, and partial withdrawals. Basis risk will be monitored frequently and will be stress tested with deterministic scenarios.

Hedging Personnel

The following individuals will have primary responsibility for managing and monitoring the hedge strategy and other asset/liability issues.

Eric D. Todd, CFA

Chief Investment Officer and Risk Officer, Forethought Financial Group, Inc.

Dan Patterson, FSA, MAAA

Chief Actuary, Forethought Financial Group, Inc.

VI. Risk-Based Capital

C1 Reporting (Asset default risk)

The level of C1 RBC will be determined by multiplying the appropriate RBC factor by the value of the specific asset. The bond portfolio will use asset classes 1-6. The option portfolio will use the Miscellaneous Asset, Class 1 factor.

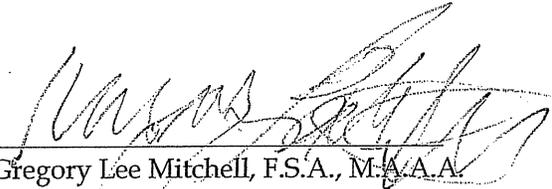
C3 Reporting (Disintermediation risk)

The level of C3 RBC will be calculated by multiplying the statutory reserve by the appropriate C3 factor. The medium risk factor (currently 1.0%) will be used for the first six contract years while the withdrawal charges are 5.0% or higher and the high risk factor (currently 2.0%) will be used thereafter.

C4 Reporting (Miscellaneous risk)

The level of C4 RBC will be calculated using the appropriate factor (currently 2%) multiplied by the first year premium.

Values shown above may change as RBC requirements change. The final RBC calculation is done at the aggregate company level and involves covariance offsets between blocks of inforce.



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

11/21/08
Date

Appendix A
Demonstration of Compliance with NAIC Standard Nonforfeiture Law for
Individual Deferred Annuities

Retrospective Test using 1% Nonforfeiture Rate										Prospective Test using 1% Nonforfeiture Rate		
Contract		SNFLIDA		Contract		SNFLIDA		Contract		SNFLIDA		
Percent of Premium:		87.50%		90.00%		87.50%		90.00%		87.50%		
Accumulated at:		1.00%		1.00%		1.00%		1.00%		1.00%		
Less Annual Contract Charges of:		\$0		\$0		\$0		\$0		2.00%		
Beg of Year	Premium Received	Minimum Contract Value	Guaranteed Contract Value	Annuity Standard Nonforfeiture Minimum Surrender Value	Minimum Contract Value	Guaranteed Contract Value	Minimum Contract Value	Guaranteed Contract Value	Guaranteed Paid-up Annuity Value at Maturity*	Discounted Maturity Value	Comply?	
1	10,000	9,000	9,000	8,750	9,000	9,000	9,000	9,942	8,156	8,156	Yes	
2	0	9,090	9,090	8,838	9,090	9,090	9,090	9,942	8,319	8,319	Yes	
3	0	9,181	9,181	8,926	9,181	9,181	9,181	9,942	8,485	8,485	Yes	
4	0	9,273	9,273	9,015	9,273	9,273	9,273	9,942	8,655	8,655	Yes	
5	0	9,365	9,365	9,105	9,365	9,365	9,365	9,942	8,828	8,828	Yes	
6	0	9,459	9,459	9,196	9,459	9,459	9,459	9,942	9,004	9,004	Yes	
7	0	9,554	9,554	9,288	9,554	9,554	9,554	9,942	9,185	9,185	Yes	
8	0	9,649	9,649	9,381	9,649	9,649	9,649	9,942	9,368	9,368	Yes	
9	0	9,746	9,746	9,475	9,746	9,746	9,746	9,942	9,556	9,556	Yes	
10	0	9,843	9,843	9,570	9,843	9,843	9,843	9,942	9,747	9,747	Yes	
11	0	9,942	9,942	9,665	9,942	9,942	9,942	9,942	9,942	9,942	Yes	

*Assuming maturity at the end of year 10 as a conservative interpretation of Section 8 of SNFLIDA.

Retrospective Test using 3% Nonforfeiture Rate										Prospective Test using 3% Nonforfeiture Rate		
Contract		SNFLIDA		Contract		SNFLIDA		Contract		SNFLIDA		
Percent of Premium:		87.50%		90.00%		87.50%		90.00%		87.50%		
Accumulated at:		3.00%		3.00%		3.00%		3.00%		3.00%		
Less Annual Contract Charges of:		\$0		\$0		\$0		\$0		4.00%		
Beg of Year	Premium Received	Minimum Contract Value	Guaranteed Contract Value	Annuity Standard Nonforfeiture Minimum Surrender Value	Minimum Contract Value	Guaranteed Contract Value	Minimum Contract Value	Guaranteed Contract Value	Guaranteed Paid-up Annuity Value at Maturity*	Discounted Maturity Value	Comply?	
1	10,000	9,000	9,000	8,750	9,000	9,000	9,000	12,095	8,171	8,171	Yes	
2	0	9,270	9,270	9,013	9,270	9,270	9,270	12,095	8,498	8,498	Yes	
3	0	9,548	9,548	9,283	9,548	9,548	9,548	12,095	8,838	8,838	Yes	
4	0	9,835	9,835	9,561	9,835	9,835	9,835	12,095	9,191	9,191	Yes	
5	0	10,130	10,130	9,848	10,130	10,130	10,130	12,095	9,559	9,559	Yes	
6	0	10,433	10,433	10,144	10,433	10,433	10,433	12,095	9,941	9,941	Yes	
7	0	10,746	10,746	10,448	10,746	10,746	10,746	12,095	10,339	10,339	Yes	
8	0	11,069	11,069	10,761	11,069	11,069	11,069	12,095	10,753	10,753	Yes	
9	0	11,401	11,401	11,084	11,401	11,401	11,401	12,095	11,183	11,183	Yes	
10	0	11,743	11,743	11,417	11,743	11,743	11,743	12,095	11,630	11,630	Yes	
11	0	12,095	12,095	11,759	12,095	12,095	12,095	12,095	12,095	12,095	Yes	

*Assuming maturity at the end of year 10 as a conservative interpretation of Section 8 of SNFLIDA.