

SERFF Tracking Number: JACK-125594898 State: Arkansas
Filing Company: Jackson National Life Insurance Company State Tracking Number: 38703
Company Tracking Number: 7554
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: For Life Guaranteed Minimum Withdrawal Benefit With Bonus and Annual Step-Up Endorsement
Project Name/Number: For Life Guaranteed Minimum Withdrawal Benefit With Bonus and Annual Step-Up Endorsement/7554

Filing at a Glance

Company: Jackson National Life Insurance Company

Product Name: For Life Guaranteed Minimum Withdrawal Benefit With Bonus and Annual Step-Up Endorsement SERFF Tr Num: JACK-125594898 State: ArkansasLH

TOI: A02.11 Individual Annuities- Deferred Non- Variable and Variable

Sub-TOI: A02.11.002 Flexible Premium

Filing Type: Form

Co Tr Num: 7554

Co Status:

Authors: Julia Braem, Lynne Gerding

Date Submitted: 04/15/2008

State Tr Num: 38703

State Status: Approved-Closed

Reviewer(s): Linda Bird

Disposition Date: 04/22/2008

Disposition Status: Approved

Implementation Date Requested: 06/09/2008

Implementation Date:

General Information

Project Name: For Life Guaranteed Minimum Withdrawal Benefit With Bonus and Annual Step-Up Endorsement

Status of Filing in Domicile: Not Filed

Project Number: 7554

Requested Filing Mode: Review & Approval

Date Approved in Domicile: 04/14/2008

Domicile Status Comments: The form is exempt from filing with Michigan, our State of domicile, by Order No. 97-010-M, which was issued and entered January 29, 1997, effective February 1, 1997.

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 04/22/2008

State Status Changed: 04/22/2008

Corresponding Filing Tracking Number: 7554

Deemer Date:

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A readability certification has not been included with this submission as the contracts this endorsement will be attached to are regulated as a security by the Securities and Exchange Commission and are not subject to readability requirements.

The form will be issued by Jackson National Life Insurance Company and the variable annuity contract to which it will be attached is marketed to the general public by appropriately licensed registered representatives through broker/dealers and financial institutions.

The form is exempt from filing with Michigan, our State of domicile, by Order No. 97 010 M, which was issued and entered January 29, 1997, effective February 1, 1997. To the best of our knowledge and belief their provisions comply with applicable laws and regulations of your jurisdiction. With regard to Regulation 19, Jackson National Life hereby certifies that we do NOT discriminate based on sex in the sale of insurance.

Variables within the form have been bracketed and generally consist of names, dates and numbers. The form, when issued, may vary in format, paper size, border and Company logo. We will correct any minor typographical error that may be identified after filing. The form may also be used as a single-sided form. Additionally, a small square bar code may be placed in the far bottom left-hand corner, but will not obscure the form number.

If produced electronically, the form may vary somewhat in format, such as the two-sided page format being printed as one-sided pages. However, the content of the form will remain exactly as submitted.

I look forward to your favorable review. If I can be of any assistance to you, or if additional information is required, please contact me by telephone at 800/317-7989, by facsimile at 517/706-5522, or by email at pd&sf@jnli.com.

Company and Contact

Filing Contact Information

Julia Braem, Filing Manager
1 CORPORATE WAY
LANSING, MI 48951

pd&sf@jnli.com
(800) 317-7989 [Phone]
(517) 706-5522[FAX]

Filing Company Information

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Jackson National Life Insurance Company CoCode: 65056 State of Domicile: Michigan
1 Corporate Way Group Code: 918 Company Type:
Lansing, MI 48915 Group Name: State ID Number:
(800) 317-7989 ext. [Phone] FEIN Number: 38-1659835

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Filing Fees

Fee Required? Yes
Fee Amount: \$20.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Jackson National Life Insurance Company	\$20.00	04/15/2008	19566726

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Correspondence Summary

Dispositions

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

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Disposition

Disposition Date: 04/22/2008

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		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Redlined comparison of form 7554 against form 7552		Yes
Form	For Life Guaranteed Minimum Withdrawal Benefit With Bonus and Annual Step-Up Endorsement		Yes

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Form Schedule

Lead Form Number: 7554

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	7554	Policy/Cont	For Life Guaranteed ract/Fratern al Minimum Benefit With Certificate: Bonus and Annual Step-Up Amendmen Endorsement t, Insert Page, Endorseme nt or Rider	Initial		0	7554 endorsement form 04-09- 08.pdf

**FOR LIFE GUARANTEED MINIMUM WITHDRAWAL BENEFIT WITH
BONUS AND ANNUAL STEP-UP ENDORSEMENT**

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date of the Contract, unless another effective date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control.

PLEASE NOTE: THIS ENDORSEMENT CANNOT BE TERMINATED INDEPENDENTLY FROM THE CONTRACT TO WHICH IT IS ATTACHED.

The Contract is amended as follows:

1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Please note that due to Your selection of this Guaranteed Minimum Withdrawal Benefit, You cannot make any allocations to the Indexed Fixed Option, if available under Your Contract.

**Guaranteed Minimum Withdrawal
Benefit (GMWB) Charge:**

The GMWB Charge is comprised of two components: a GMWB withdrawal benefit charge and a GMWB death benefit charge.

On a quarterly basis, the GMWB withdrawal benefit charge equals [0.2375]% of the Guaranteed Withdrawal Balance (GWB). Upon step-up on or after the [11th] Contract Anniversary following the effective date of this endorsement, the Company reserves the right to increase the GMWB withdrawal benefit charge percentage, subject to a maximum GMWB withdrawal benefit charge percentage, on a quarterly basis, of [0.3750]%.

On a quarterly basis, the GMWB death benefit charge equals [0.15]% of the GMWB death benefit.

The GMWB Charge is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMWB, and will be discontinued upon the earlier of the termination of this benefit or the date on which the Contract Value equals zero."

2) The following language is added to the **DEFINITIONS** section of the Contract:

"BONUS PERIOD. The Bonus Period begins on the effective date of this endorsement and will re-start at the time the bonus base is increased due to a step-up if the step-up occurs on or before the Contract Anniversary immediately following the Owner's (if Joint Owners, the oldest Owner's) [80th] birthday. The Bonus Period ends on the earlier of (a) the [10th] Contract Anniversary following the beginning of the most recent Bonus Period, or (b) the date on which the Contract Value falls to zero as the result of a partial withdrawal or deduction of charges.

CONTRACT ANNIVERSARY. Each one-year anniversary of the Issue Date.

CONTRACT QUARTER. The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

CONTRACT QUARTERLY ANNIVERSARY. Each three-month anniversary of the Issue Date.

CONTRACT YEAR. The twelve-month period beginning on the Issue Date or any Contract Anniversary.

GUARANTEED ANNUAL WITHDRAWAL AMOUNT (GAWA). The maximum amount the Owner is allowed to withdraw each Contract Year, subject to the exception stated in this endorsement, for the guarantee to remain fully effective.

GUARANTEED ANNUAL WITHDRAWAL AMOUNT PERCENTAGE (GAWA%). The percentage upon which the GAWA is based.

GUARANTEED WITHDRAWAL BALANCE (GWB). The value upon which the GMWB withdrawal benefit charge component and other GMWB values are based.

REQUIRED MINIMUM DISTRIBUTION (RMD). For certain qualified contracts, the Required Minimum Distribution is the amount defined by the Internal Revenue Code and the implementing regulations as the minimum distribution requirement that applies to this Contract only."

3) The following language is added to the **WITHDRAWAL PROVISIONS** of the Contract:

"FOR LIFE GUARANTEED MINIMUM WITHDRAWAL BENEFIT. The GMWB allows the Owner to make periodic partial withdrawals, prior to the Income Date, for 1) the lifetime of the Owner, or, with Joint Owners, the lifetime of the Joint Owner who dies first if the For Life Guarantee is in effect or 2) if the For Life Guarantee is not in effect, until the earlier of the death of the Owner (or any Joint Owner) or until the GWB is depleted, regardless of the performance of the Investment Divisions/Portfolios or level of the Contract Value. The guarantee is fully effective if periodic partial withdrawals taken within any one Contract Year do not exceed the greater of the GAWA or the RMD. Withdrawals under the GMWB are non-cumulative; therefore if the Owner does not take the GAWA or the RMD in one year, the Owner may not take more than the greater of the GAWA or the RMD as a guaranteed withdrawal in subsequent years. On each Contract Anniversary following the effective date of this endorsement, the GWB will automatically "step up" to the highest quarterly Contract Value if the highest quarterly Contract Value is greater than the GWB.

The withdrawals made under this endorsement are considered to be the same as any other partial withdrawals for the purposes of calculating any other values under the Contract or any other endorsements attached to the Contract.

For purposes of this endorsement, partial withdrawals are considered to be the entire amount withdrawn from the Contract, including any applicable charges and adjustments for such withdrawals. A partial withdrawal in excess of the Withdrawal Value (if applicable) will be permitted as long as the total partial withdrawal for the Contract Year does not exceed the greater of the GAWA or the RMD. A partial withdrawal in excess of the Contract Value will be permitted as long as the total partial withdrawal for the Contract Year does not exceed the greater of the GAWA or the RMD. In this case, the Contract Value will be set to zero and the Contract Value Reduces to Zero provision will apply.

If the age of any Owner is incorrectly stated at the time of the election of the GMWB, on the date the misstatement is discovered the GWB and GAWA will be re-calculated based on the GAWA% applicable at the correct age. If the age at election of the Owner (if Joint Owners, the oldest Joint Owner) falls outside the allowable age range, the GMWB will be null and void and all GMWB Charges will be refunded.

Assessment of GMWB Charge.

The GMWB Charge is as specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed/Guaranteed Account Contract Value. GMWB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMWB Charge will not affect the value of the Accumulation Units. Upon termination of the GMWB, a pro rata GMWB Charge will be deducted from Your Contract Value for the period since the last quarterly GMWB Charge.

Guaranteed Withdrawal Balance.

On the effective date of this endorsement, the GWB is determined as follows and is subject to a maximum of [\$5,000,000.00]:

1. If elected as of the Issue Date of the Contract, the GWB equals the initial Premium, net of any applicable premium taxes.
2. If elected after the Issue Date of the Contract, the GWB equals the Contract Value on the effective date of this endorsement, less any applicable Recapture Charges that would be assessed on a full withdrawal.

With each subsequent Premium received after this endorsement is effective, the GWB will be recalculated to equal the GWB prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, subject to the maximum shown above.

With each partial withdrawal, the GWB is reduced. If You choose to withdraw an amount that exceeds the greater of the GAWA or the RMD during any Contract Year, the GWB may be reduced by an amount greater than the partial withdrawal.

Partial withdrawals will affect the GWB as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the GWB is equal to the greater of:
 - a. the GWB prior to the partial withdrawal less the partial withdrawal; or
 - b. zero.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GWB is equal to the greater of:
 - a. the GWB prior to the partial withdrawal, first reduced dollar for dollar for any portion of the partial withdrawal not defined as an excess withdrawal, then reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. zero.

Guaranteed Annual Withdrawal Amount.

The GAWA% is the percentage upon which the GAWA is based and is defined in the table below:

Attained Age	GAWA%
[45-74	5%
75-80	6%
81+	7%]

The GAWA% is determined at the earlier of: 1) the time of the first withdrawal, 2) the date that the Contract Value reduces to zero, 3) the date that the GMWB endorsement is continued by a spousal Beneficiary, or 4) upon election of the Life Income of the GAWA Income Option. The GAWA% is based on the Owner's attained age at the time of determination (if there are Joint Owners, it is based on the attained age of the oldest Joint Owner). The GAWA is equal to the GAWA% multiplied by the GWB at the time of determination. Once the GAWA% is determined it will not change.

With each subsequent Premium received after the GAWA% is determined, the GAWA will be recalculated to equal the GAWA prior to the Premium payment plus the GAWA% multiplied by the subsequent Premium payment, net of any applicable premium taxes, or the GAWA% multiplied by the increase in the GWB, if less.

Partial withdrawals will affect the GAWA as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD and the For Life Guarantee is effective, the GAWA will be unchanged.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD and the For Life Guarantee is not effective, the GAWA is the lesser of:
 - a. the GAWA prior to the partial withdrawal; or
 - b. the GWB after the partial withdrawal.

3. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD and the For Life Guarantee is effective, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GAWA is reduced in the same proportion as the Contract Value is reduced for the excess withdrawal.
4. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD and the For Life Guarantee is not effective, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GAWA is the lesser of:
 - a. the GAWA prior to the partial withdrawal, reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. the GWB after the partial withdrawal.

Guaranteed Withdrawal Balance Bonus.

A bonus will be applied to the GWB at the end of each Contract Year during the Bonus Period if no withdrawals are taken during that Contract Year.

At the time the bonus is applied:

1. The GWB equals the GWB prior to the application of the bonus plus [7%] of the bonus base, subject to a maximum of [\$5,000,000.00].
2. If the bonus is applied after the first withdrawal, the GAWA is the greater of:
 - a. the GAWA% multiplied by the new GWB; or
 - b. the GAWA prior to the bonus.

The bonus base is determined as follows:

On the effective date of this endorsement, the bonus base is equal to the GWB.

With each subsequent Premium received after this endorsement is effective, the bonus base will be recalculated to equal the bonus base prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, subject to a maximum of [\$5,000,000.00].

Partial withdrawals will affect the bonus base as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the bonus base will be unchanged.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the bonus base is set equal to the lesser of the GWB following the partial withdrawal or the bonus base prior to the partial withdrawal.

The GWB bonus provision is terminated on the date the GMWB endorsement is terminated.

For Life Guarantee.

While the Contract is still in force with a Contract Value greater than zero and before the Income Date, the For Life Guarantee becomes effective on the later of:

1. the Contract Anniversary on or immediately following the Owner's (if Joint Owners, the oldest Owner's) attained age [59 1/2]; or
2. the effective date of this endorsement.

If the For Life Guarantee becomes effective after the GAWA% is determined, the GAWA is reset to equal the GAWA% multiplied by the current GWB.

The For Life Guarantee is terminated when this GMWB endorsement is terminated or if this GMWB endorsement is continued by a spousal Beneficiary.

Contract Value Reduces to Zero.

If the Contract Value is reduced to zero, all other rights under the Contract cease, no subsequent Premium payments will be accepted, all other endorsements are terminated without value, and Spousal Continuation is not available upon the death of the Owner or the death of any Joint Owner. The Bonus Period is terminated and no further bonuses are applied.

If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the Owner's (or oldest Joint Owner's) attained age at the time the Contract Value falls to zero and the GAWA will be equal to the GAWA% multiplied by the GWB.

If the For Life Guarantee is effective, the Owner will receive annual payments of the GAWA until the death of the Owner or the death of any Joint Owner.

If the For Life Guarantee is not effective, the Owner will receive annual payments of the GAWA until the earlier of the depletion of the GWB or the death of the Owner or the death of any Joint Owner. The last payment will not exceed the remaining GWB at the time of payment.

Subject to the Company's approval, the Owner may elect to receive payments more frequently than annually. However, the sum of the payments made during the year may not exceed the annual payment amount described above.

With each payment, the GWB is reduced by the amount of the payment until the GWB is depleted.

Upon the death of the Owner or the death of any Joint Owner, all payments will cease. No death benefit or Earnings Protection Benefit will apply.

Guaranteed Withdrawal Balance Step-Up.

On each Contract Anniversary following the effective date of this endorsement, the GWB will automatically step up to the highest quarterly Contract Value if the highest quarterly Contract Value is greater than the GWB.

Upon step-up on or after the [11th] Contract Anniversary following the effective date of this endorsement, the Company reserves the right to prospectively increase the GMWB withdrawal benefit charge percentage, subject to the maximum GMWB withdrawal benefit charge percentage indicated in this endorsement. You will be notified in advance of a GMWB withdrawal benefit charge percentage increase and may elect to discontinue the automatic step-ups. You may subsequently elect to reinstate the GWB step-up provision at the then current GMWB withdrawal benefit charge percentage. All requests will be effective on the Contract Anniversary following receipt of the request in Good Order.

The highest quarterly Contract Value is equal to the highest of the quarterly adjusted Contract Values from the four most recent Contract Quarterly Anniversaries, including the Contract Anniversary upon which the step-up is determined.

The quarterly adjusted Contract Value is equal to the Contract Value on the Contract Quarterly Anniversary, plus any Premium paid subsequent to that Contract Quarterly Anniversary, net of any applicable premium taxes, adjusted for any partial withdrawals taken subsequent to that Contract Quarterly Anniversary.

Partial withdrawals will affect the quarterly adjusted Contract Value as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the quarterly adjusted Contract Value is equal to the greater of:
 - a. the quarterly adjusted Contract Value prior to the partial withdrawal less the partial withdrawal; or
 - b. zero.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the quarterly adjusted Contract Value is equal to the greater of:
 - a. the quarterly adjusted Contract Value prior to the partial withdrawal, first reduced dollar for dollar for any portion of the partial withdrawal not defined as an excess withdrawal, then reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. zero.

At the time of step-up:

1. The GWB is set equal to the highest quarterly Contract Value, subject to a maximum of [\$5,000,000.00].
2. The bonus base will automatically step up to the new GWB if the new GWB is greater than the bonus base.
3. If the step-up occurs after the GAWA% is determined, the GAWA is set equal to the greater of:
 - a. the GAWA% multiplied by the new GWB; or
 - b. the GAWA prior to the step-up."

4) The following language is added to the **DEATH BENEFIT PROVISIONS** of the Contract:

"Upon the death of the Owner or the death of any Joint Owner, while the Contract is still in force, the death benefit payable is guaranteed not to be less than the GMWB death benefit.

Upon continuation of the Contract by a spousal Beneficiary, the spouse may elect to terminate the GMWB on the Continuation Date and thereafter no GMWB Charge will be assessed. The GMWB death benefit will be included in the calculation of the Continuation Adjustment. If the spouse does not make such election on the Continuation Date, the GMWB will remain in force and may not be subsequently terminated independently from the Contract to which it is attached.

If the GMWB is continued, the GMWB death benefit will not be included in any applicable Continuation Adjustment. The For Life Guarantee provision will no longer be effective. If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the original Owner's (or oldest Joint Owner's) attained age on the continuation date and the GAWA will be equal to the GAWA% multiplied by the GWB. No other adjustments will be made to the GWB, GAWA, or GMWB death benefit at the time of such continuation. Step-ups will continue as permitted in accordance with the rules described under the Guaranteed Withdrawal Balance Step-Up provision. Bonuses will continue to apply in accordance with the rules described in the Guaranteed Withdrawal Balance Bonus provision. Contract Years and Contract Anniversaries will continue to be based on the anniversary of the original Contract's Issue Date and the effective date of this endorsement will continue to be the original endorsement effective date. The Bonus Period will continue to be based on the original effective date of this endorsement or the most recent bonus base step-up, if applicable. The latest date upon which the Bonus Period can re-start will continue to be based on the original Owner's (if Joint Owners, the oldest Owner's) attained age.

GMWB Death Benefit

On the effective date of this endorsement, the GMWB death benefit is equal to the GWB.

With each subsequent Premium received after this endorsement is effective, the GMWB death benefit is recalculated to equal the GMWB death benefit prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, subject to a maximum of [\$5,000,000.00].

Partial withdrawals will affect the GMWB death benefit as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the GMWB death benefit will be unchanged.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GMWB death benefit is reduced in the same proportion as the Contract Value is reduced for the excess withdrawal.

The GMWB death benefit will terminate on the date the Contract Value equals zero."

5) The following language is added to the **INCOME PROVISIONS** of the Contract:

"On the Latest Income Date if the For Life Guarantee is in effect, in addition to the Income Options available under the Contract, the following Income Option may be elected:

Life Income of the GAWA. The Owner is entitled to receive payments of a fixed dollar amount payable during the lifetime of the Owner. The total annual amount payable under this option will equal the GAWA in effect at the time of election of this option. This amount will be paid in the frequency (not less than annually) that the Owner elects. No further annuity payments are payable after the death of the Owner, and there is no provision for a death benefit payable to the Beneficiary. Therefore, it is possible for only one annuity payment to be made under this Income Option if the Owner has an early death. If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the Owner's (or the oldest Joint Owner's) attained age at the time of election of this Income Option and the GAWA will be equal to the GAWA% multiplied by the GWB.

On the Latest Income Date if the For Life Guarantee is not in effect, in addition to the Income Options available under the Contract, the following Income Option may be elected:

Specified Period Income of the GAWA. The Owner is entitled to receive payments of a fixed dollar amount for a stated number of years. The actual number of years that payments will be made is determined on the calculation date by dividing the GWB by the GAWA. Upon each payment, the GWB will be reduced by the payment amount. The total annual amount payable under this option will equal the GAWA in effect at the time of election of this option, but will not exceed the remaining GWB. This amount will be paid over the determined number of years in the frequency (not less than annually) that the Owner elects. If, at the death of the Owner, payments have been made for less than the stated number of years, the remaining payments will be made to the Beneficiary. This option may not be available on certain Qualified Plans."

TERMINATION OF THE GMWB. The GMWB will terminate, a pro rata GMWB Charge will be deducted from Your Contract Value for the period since the last quarterly GMWB Charge, and all benefits under this endorsement will cease on the earlier of:

1. the date the Owner elects to receive income payments under the Contract;
2. the date of a full surrender;
3. the date upon which the Contract terminates because the Owner or any Joint Owner dies, unless continued by the spouse;
4. the Continuation Date if the spousal Beneficiary elects to terminate the GMWB; and
5. the date upon which all obligations for payment under this endorsement have been satisfied after the Contract has been terminated.

Endorsement effective date (if different from Issue Date of the Contract): _____

Signed for the
Jackson National Life Insurance Company



President and Chief Executive Officer

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Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: JACK-125594898 State: Arkansas
 Filing Company: Jackson National Life Insurance Company State Tracking Number: 38703
 Company Tracking Number: 7554
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: For Life Guaranteed Minimum Withdrawal Benefit With Bonus and Annual Step-Up Endorsement
 Project Name/Number: For Life Guaranteed Minimum Withdrawal Benefit With Bonus and Annual Step-Up Endorsement/7554

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice **04/04/2008**
Comments:
Attachment:
 AR - Cert.pdf

Review Status:

Bypassed -Name: Application **04/04/2008**
Bypass Reason: Not applicable
Comments:

Review Status:

Satisfied -Name: Life & Annuity - Acturial Memo **04/04/2008**
Comments:
Attachment:
 7554.pdf

Review Status:

Satisfied -Name: Statement of Variability **04/07/2008**
Comments:
Attachment:
 Statement of Variability 7554 4-8-08 _Base_.pdf

Review Status:

Satisfied -Name: Redlined comparison of form 7554 **04/15/2008**
 against form 7552
Comments:
 This is a redlined comparison of the submitted form 7554 against a similar approved form 7552.
Attachment:
 7554 redlined w- 7552 04-14-08.pdf

CONSENT TO SUBMIT RATES
AND/OR COST BASIS FOR APPROVAL

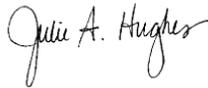
The Jackson National Life Insurance Company of Lansing, Michigan does hereby consent and agree:

A) that all premium rates and/or cost basis both “maximum” and “current or projected,” used in relation to form number 7554 must be filed with the Insurance Commissioner for the State of Arkansas (“Commissioner”) at least sixty (60) days prior to their proposed effective date. Such rates and/or cost basis shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost basis prior to the expiration of sixty (60) days.

or

B) that where the policy is a flexible or indeterminate premium whole life policy which provides for frequent changes in interest rates based on financial market conditions, the company may file a range of rates it will stay within and will notify the Department at least sixty (60) days prior to any change in the range of rates. The company must also document the method used to calculate its premium and range of rates.

Jackson National Life Insurance Company



By :

Julie Hughes
Assistant Vice-President
Product Drafting and State Filing Department

Date: April 14, 2008

Jackson National Life Insurance Company
For Life Guaranteed Minimum Withdrawal Benefit
with Bonus and Annual Step-Up Endorsement
Statement of Actuarial Basis
Endorsement No. 7554

Description of Endorsement

This endorsement provides a Guaranteed Minimum Withdrawal Benefit (GMWB). The GMWB endorsement may be elected prior to the Issue Date or any Contract Anniversary approved by the Company thereafter. The endorsement becomes effective on the Issue Date of the Contract or, if elected after the Issue Date, the Contract Anniversary immediately following election. Once effective, it cannot be canceled.

The GMWB allows the Owner to make periodic partial withdrawals, prior to the Income Date, for the lifetime of the Owner if the For Life Guarantee is in effect, or, if the For Life Guarantee is not in effect, until the earlier of the death of the Owner or until the Guaranteed Withdrawal Balance (GWB) is depleted, regardless of the performance of the Investment Divisions or level of the Contract Value. The guarantee is fully effective if periodic partial withdrawals taken within any one Contract Year do not exceed the greater of the Guaranteed Annual Withdrawal Amount (GAWA) or the Required Minimum Distribution (RMD) as defined in the endorsement. Withdrawals under this guarantee are non-cumulative from year to year; therefore, guaranteed withdrawals available but not taken during any given Contract Year cannot be taken as a guaranteed withdrawal in a subsequent Contract Year. If the Owner withdraws an amount that causes the cumulative withdrawal for the current Contract Year to exceed the greater of the GAWA or RMD, the GWB will be reduced dollar-for-dollar up to the guaranteed withdrawal amount and proportionally for the excess portion of the withdrawal, and the GAWA will be reduced proportionally for the excess portion of the withdrawal.

On the effective date of this endorsement, if elected at issue, the GWB is equal to the initial Premium payment, net of any applicable premium taxes. If elected after issue, the GWB is equal to the Contract Value less any applicable Recapture Charge that would be assessed on a full withdrawal. The Recapture Charge is a charge assessed on contracts electing a Contract Enhancement. The GWB will be reduced due to partial withdrawals and may be increased due to subsequent Premium payments, step-ups, or application of any bonus. On each Contract Anniversary following the effective date of the endorsement, the GWB will automatically "step up" to the highest of the four most recent quarterly Contract Values adjusted for subsequent withdrawals and Premium payments (if the "step up" causes the GWB to increase), unless the Owner elects to discontinue the automatic step-up provision. A bonus will be applied to the GWB at the end of each Contract Year during the Bonus Period if no withdrawals are taken during that Contract Year.

The Guaranteed Annual Withdrawal Amount percentage (GAWA%) is determined at the earlier of the time of the first withdrawal, the date the Contract Value reduces to zero, the date that the GMWB is continued by a spousal beneficiary, or upon election of the Life Income of the GAWA Income Option. On the determination date, the GAWA% is set based on the Owner's attained age and the GAWA is equal to the GAWA% multiplied by the GWB. The GAWA may be increased due to subsequent Premium payments, step-ups, or the application of any bonus, and may be decreased due to partial withdrawals from the Contract.

On the Contract Anniversary on or immediately following the Owner's attained age 59½, the For Life Guarantee becomes effective and, if the GAWA% has been determined, the GAWA is reset to equal the GAWA% multiplied by the GWB at that time. If the Owner is age 59½ or older on the effective date of the endorsement, the For Life Guarantee becomes effective on that date.

Upon death of the Owner while the Contract is still in force, the death benefit payable is guaranteed not to be less than the GMWB death benefit. On the effective date of the endorsement, the GMWB death benefit is equal to the GWB. The GMWB death benefit may be reduced for partial withdrawals and may be increased due to subsequent Premium payments.

The GMWB will terminate and all benefits under this endorsement will cease on the earlier of:

1. the date the Owner elects to receive the income payments under the Contract;
2. the date of a full surrender;

3. the date upon which the Contract terminates because the Owner or any Joint Owner dies, unless continued by the spouse;
4. the Continuation Date if the spousal beneficiary elects to terminate the GMWB; and
5. the date upon which all obligations for payment under this endorsement have been satisfied after the Contract has been terminated.

The GMWB Charge, which covers all benefits and features defined within the endorsement, is comprised of two components. The GMWB withdrawal benefit charge component is expressed as a percentage of the GWB. The Company reserves the right to increase the GMWB withdrawal benefit charge percentage upon any step-up on or after the 11th Contract Anniversary following the effective date of the endorsement, subject to the maximum GMWB withdrawal benefit charge percentage specified in the endorsement. The GMWB death benefit charge component is expressed as a percentage of the GMWB death benefit. The GMWB Charge is deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed Account Contract Value. Upon termination of the GMWB, a pro rata GMWB Charge will be deducted from the Contract Value for the period since the last quarterly charge.

Reserves

Reserves will be calculated as described below unless modification is necessary to maintain consistency with current actuarial practices, principles, and standards.

GMWB reserves will be calculated in accordance with Actuarial Guideline XXXIX.

GMWB death benefit reserves will be calculated in accordance with Actuarial Guideline XXXIV and the Standard Valuation Law.

Reserve Basis:

Mortality: 1994 Variable Annuity MGDB Mortality Table (ALB)

Valuation Interest Rate: As prescribed by the Standard Valuation Law

Actuarial Certification

I am a member of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein. I certify that the information contained in this Statement of Actuarial Basis is true and accurate to the best of my knowledge.



Pamela L. Bottles, FSA, MAAA

April 6, 2008

JACKSON NATIONAL LIFE INSURANCE COMPANY
STATEMENT OF VARIABILITY
Endorsement: 7554

Page(s)	Bracketed (Variable)	Range of Variables		
Page 1 Page 7	Guaranteed Minimum Withdrawal Benefit (GMWB) Charge: The GMWB Charge is comprised of two components: a GMWB withdrawal benefit charge and a GMWB death benefit charge. On a quarterly basis, the GMWB withdrawal benefit charge equals [0.2375]% of the Guaranteed Withdrawal Balance (GWB). Upon step-up on or after the [11th] Contract Anniversary following the effective date of this endorsement, the Company reserves the right to increase the GMWB withdrawal benefit charge percentage, subject to a maximum GMWB withdrawal benefit charge percentage, on a quarterly basis, of [0.3750]%. On a quarterly basis, the GMWB death benefit charge equals [0.15]% of the GMWB death benefit. The GMWB Charge is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMWB, and will be discontinued upon the earlier of the termination of this benefit or the date on which the Contract Value equals zero.	<u>Charge:</u>	<u>Anticipated at Launch:</u>	<u>Variable Range (Min –Max):</u>
		GMWB withdrawal benefit charge: At election: Maximum Upon Step-Up:	0.2375% 0.3750%	0.0250% - 0.5000% 0.0250% - 0.5000%
		GMWB death benefit charge	0.15%	0.0250% - 0.5000%
		This charge has been shown as bracketed in the endorsement so that the Company will be able to raise or lower the charge on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis. 4th – 16th The number of years after which step-ups may increase the GMWB withdrawal benefit charge percentage has been shown as bracketed in the endorsement so that the Company will be able to raise or lower the number of years on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.		

Page 2	<p>Bonus Period re-start date: Contract Anniversary immediately following the Owner's (if Joint Owners, the oldest Owner's) [80th] birthday</p> <p>Bonus Period end date: [10th] Contract Anniversary following the beginning of the most recent Bonus Period</p>	<p>70th - 90th</p> <p>5th – 20th</p> <p>The Bonus Period has been shown as bracketed in the endorsement so that we will be able to raise or lower the age or Contract Anniversary on newly issued endorsements depending on cost factors. The Bonus Period will be determined by the Company from time to time and will be administered on a nondiscriminatory basis.</p>																				
Page 3 Page 5 Page 7	Guaranteed Withdrawal Balance maximum: [\$5,000,000]	<p>\$1,000,000 - \$10,000,000</p> <p>The maximum for the GWB has been shown as bracketed in the endorsement so that the Company will be able to raise or lower the maximum on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>																				
Page 4	<p>Guaranteed Annual Withdrawal Amount Percentage:</p> <table border="1" data-bbox="220 779 856 922"> <thead> <tr> <th>Attained Age</th> <th>GAWA%</th> </tr> </thead> <tbody> <tr> <td>[45-74</td> <td>5%</td> </tr> <tr> <td>75-80</td> <td>6%</td> </tr> <tr> <td>81+</td> <td>7%]</td> </tr> </tbody> </table> <p><i>This percentage is based on the Owner's attained age at the time of determination (if there are Joint Owners, it is based on the attained age of the oldest Joint Owner). The attained age bands and the corresponding GAWA% are listed to the right.</i></p>	Attained Age	GAWA%	[45-74	5%	75-80	6%	81+	7%]	<table border="1" data-bbox="865 685 2045 889"> <thead> <tr> <th><u>Attained Age on determination date:</u></th> <th><u>Anticipated GAWA% at Launch:</u></th> <th><u>Variable Range of GAWA%:</u></th> </tr> </thead> <tbody> <tr> <td>45-74</td> <td>5%</td> <td>3% - 8%</td> </tr> <tr> <td>75-80</td> <td>6%</td> <td>3% - 8%</td> </tr> <tr> <td>81+</td> <td>7%</td> <td>3% - 8%</td> </tr> </tbody> </table> <p>The percentage that is used to determine the GAWA has been shown as bracketed in the endorsement so that the Company will be able to raise or lower the percentage on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis. The age bands are bracketed in the endorsement so the Company can change them to any combination between the minimum and maximum age listed above.</p>	<u>Attained Age on determination date:</u>	<u>Anticipated GAWA% at Launch:</u>	<u>Variable Range of GAWA%:</u>	45-74	5%	3% - 8%	75-80	6%	3% - 8%	81+	7%	3% - 8%
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75-80	6%	3% - 8%																				
81+	7%	3% - 8%																				
Page 5	Guaranteed Withdrawal Balance Bonus: [7%] of the bonus base	<p>1% - 10%</p> <p>The GWB Bonus percentage has been shown as bracketed in the endorsement so that the Company will be able to raise or lower the percentage on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>																				

Page 5	Bonus base maximum: [\$5,000,000]	<p>\$1,000,000 - \$10,000,000</p> <p>The maximum for the bonus base has been shown as bracketed in the endorsement so that the Company will be able to raise or lower the maximum on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>
Page 6	For Life Guarantee: the Contract Anniversary on or immediately following the Owner's (if Joint Owners, the oldest Owner's) attained age [59 1/2]	<p>55 – 75</p> <p>The date the For Life Guarantee becomes effective and the GAWA is reset has been shown as bracketed in the endorsement so that the Company will be able to raise or lower the age on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>
Page 8	GMWB death benefit maximum: [\$5,000,000]	<p>\$1,000,000 - \$10,000,000</p> <p>The maximum for the GMWB death benefit has been shown as bracketed in the endorsement so that the Company will be able to raise or lower the maximum on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>
Page 9	Signature of Jackson National Life's President	<p>As the identity of this individual could change over time, it is appropriate to bracket it as variable. The identity of this Jackson National Life officer has no material effect on the risk assumed by Jackson National Life or the owner of the contract.</p>



FOR LIFE GUARANTEED MINIMUM WITHDRAWAL BENEFIT WITH BONUS AND ANNUAL STEP-UP ENDORSEMENT

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date of the Contract, unless another effective date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control.

PLEASE NOTE: THIS ENDORSEMENT CANNOT BE TERMINATED INDEPENDENTLY FROM THE CONTRACT TO WHICH IT IS ATTACHED.

The Contract is amended as follows:

1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Please note that due to Your selection of this Guaranteed Minimum Withdrawal Benefit, You cannot make any allocations to the Indexed Fixed Option, if available under Your Contract.

**Guaranteed Minimum Withdrawal
Benefit (GMWB) Charge:**

The GMWB Charge is comprised of two components: a GMWB withdrawal benefit charge and a GMWB death benefit charge.

On a quarterly basis, the GMWB withdrawal benefit charge equals [0.2375]% of the Guaranteed Withdrawal Balance (GWB) ~~and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMWB.~~ Upon step-up on or after the [11th] Contract Anniversary following the effective date of this endorsement, the Company reserves the right to increase the GMWB withdrawal benefit charge percentage, subject to a maximum GMWB withdrawal benefit charge percentage, on a quarterly basis, of [0.3750]%.

On a quarterly basis, the GMWB death benefit charge equals [0.15]% of the GMWB death benefit.

The GMWB Charge is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMWB, and will be discontinued upon the earlier of the termination of this benefit or the date on which the Contract Value equals zero."

2) The following language is added to the **DEFINITIONS** section of the Contract:

"BONUS PERIOD. The Bonus Period begins on the effective date of this endorsement and will re-start at the time the bonus base is increased due to a step-up if the step-up occurs on or before the Contract Anniversary immediately following the Owner's (if Joint Owners, the oldest Owner's) [80th] birthday. The Bonus Period ends on the earlier of (a) the [10th] Contract Anniversary following the beginning of the most recent Bonus Period, or (b) the date on which the Contract Value falls to zero as the result of a partial withdrawal or deduction of charges.

CONTRACT ANNIVERSARY. Each one-year anniversary of the Issue Date.

CONTRACT QUARTER. The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

CONTRACT QUARTERLY ANNIVERSARY. Each three-month anniversary of the Issue Date.

CONTRACT YEAR. The twelve-month period beginning on the Issue Date or any Contract Anniversary.

GUARANTEED ANNUAL WITHDRAWAL AMOUNT (GAWA). The maximum amount the Owner is allowed to withdraw each Contract Year, subject to the exception stated in this endorsement, for the guarantee to remain fully effective.

GUARANTEED ANNUAL WITHDRAWAL AMOUNT PERCENTAGE (GAWA%). The percentage upon which the GAWA is based.

GUARANTEED WITHDRAWAL BALANCE (GWB). The value upon which the GMWB ~~Charge~~[withdrawal benefit charge component](#) and other GMWB values are based.

REQUIRED MINIMUM DISTRIBUTION (RMD). For certain qualified contracts, the Required Minimum Distribution is the amount defined by the Internal Revenue Code and the implementing regulations as the minimum distribution requirement that applies to this Contract only."

3) The following language is added to the **WITHDRAWAL PROVISIONS** of the Contract:

"FOR LIFE GUARANTEED MINIMUM WITHDRAWAL BENEFIT. The GMWB allows the Owner to make periodic partial withdrawals, prior to the Income Date, for 1) the lifetime of the Owner, or, with Joint Owners, the lifetime of the Joint Owner who dies first if the For Life Guarantee is in effect or 2) if the For Life Guarantee is not in effect, until the earlier of the death of the Owner (or any Joint Owner) or until the GWB is depleted, regardless of the performance of the Investment Divisions/Portfolios or level of the Contract Value. The guarantee is fully effective if periodic partial withdrawals taken within any one Contract Year do not exceed the greater of the GAWA or the RMD. Withdrawals under the GMWB are non-cumulative; therefore if the Owner does not take the GAWA or the RMD in one year, the Owner may not take more than the greater of the GAWA or the RMD as a guaranteed withdrawal in subsequent years. On each Contract Anniversary following the effective date of this endorsement, the GWB will automatically "step up" to the highest quarterly Contract Value if the highest quarterly Contract Value is greater than the GWB.

The withdrawals made under this endorsement are considered to be the same as any other partial withdrawals for the purposes of calculating any other values under the Contract or any other endorsements attached to the Contract.

For purposes of this endorsement, partial withdrawals are considered to be the entire amount withdrawn from the Contract, including any applicable charges and adjustments for such withdrawals. A partial withdrawal in excess of the Withdrawal Value (if applicable) will be permitted as long as the total partial withdrawal for the Contract Year does not exceed the greater of the GAWA or the RMD. A partial withdrawal in excess of the Contract Value will be permitted as long as the total partial withdrawal for the Contract Year does not exceed the greater of the GAWA or the RMD. In this case, the Contract Value will be set to zero and the Contract Value Reduces to Zero provision will apply.

If the age of any Owner is incorrectly stated at the time of the election of the GMWB, on the date the misstatement is discovered the GWB and GAWA will be re-calculated based on the GAWA% applicable at the correct age. If the age at election of the Owner (if Joint Owners, the oldest Joint Owner) falls outside the allowable age range, the GMWB will be null and void and all GMWB Charges will be refunded.

Assessment of GMWB Charge.

The GMWB Charge is as specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed/Guaranteed Account Contract Value. GMWB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMWB Charge will not affect the value of the Accumulation Units. Upon termination of the GMWB, a pro rata GMWB Charge will be deducted from Your Contract Value for the period since the last quarterly GMWB Charge.

Guaranteed Withdrawal Balance.

On the effective date of this endorsement, the GWB is determined as follows and is subject to a maximum of [\$5,000,000.00]:

1. If elected as of the Issue Date of the Contract, the GWB equals the initial Premium, net of any applicable premium taxes.
2. If elected after the Issue Date of the Contract, the GWB equals the Contract Value on the effective date of this endorsement, less any applicable Recapture Charges that would be assessed on a full withdrawal.

With each subsequent Premium received after this endorsement is effective, the GWB will be recalculated to equal the GWB prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, subject to the maximum shown above.

With each partial withdrawal, the GWB is reduced. If You choose to withdraw an amount that exceeds the greater of the GAWA or the RMD during any Contract Year, the GWB may be reduced by an amount greater than the partial withdrawal.

Partial withdrawals will affect the GWB as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the GWB is equal to the greater of:
 - a. the GWB prior to the partial withdrawal less the partial withdrawal; or
 - b. zero.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GWB is equal to the greater of:
 - a. the GWB prior to the partial withdrawal, first reduced dollar for dollar for any portion of the partial withdrawal not defined as an excess withdrawal, then reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. zero.

Guaranteed Annual Withdrawal Amount.

The GAWA% is the percentage upon which the GAWA is based and is defined in the table below:

Attained Age	GAWA%
[45-74	5%
75-80	6%
81+	7%]

The GAWA% is determined at the earlier of: 1) the time of the first withdrawal, 2) the date that the Contract Value reduces to zero, 3) the date that the GMWB endorsement is continued by a spousal Beneficiary, or 4) upon election of the Life Income of the GAWA Income Option. The GAWA% is based on the Owner's attained age at the time of determination (if there are Joint Owners, it is based on the attained age of the oldest Joint Owner). The GAWA is equal to the GAWA% multiplied by the GWB at the time of determination. [Once the GAWA% is determined it will not change.](#)

With each subsequent Premium received after the GAWA% is determined, the GAWA will be recalculated to equal the GAWA prior to the Premium payment plus the GAWA% multiplied by the subsequent Premium payment, net of any applicable premium taxes, or the GAWA% multiplied by the increase in the GWB, if less.

Partial withdrawals will affect the GAWA as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD and the For Life Guarantee is effective, the GAWA will be unchanged.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD and the For Life Guarantee is not effective, the GAWA is the lesser of:
 - a. the GAWA prior to the partial withdrawal; or
 - b. the GWB after the partial withdrawal.

3. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD and the For Life Guarantee is effective, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GAWA is reduced in the same proportion as the Contract Value is reduced for the excess withdrawal.
4. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD and the For Life Guarantee is not effective, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GAWA is the lesser of:
 - a. the GAWA prior to the partial withdrawal, reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. the GWB after the partial withdrawal.

Guaranteed Withdrawal Balance Bonus.

A bonus will be applied to the GWB at the end of each Contract Year during the Bonus Period if no withdrawals are taken during that Contract Year.

At the time the bonus is applied:

1. The GWB equals the GWB prior to the application of the bonus plus [7%] of the bonus base, subject to a maximum of [\$5,000,000.00].
2. If the bonus is applied after the first withdrawal, the GAWA is the greater of:
 - a. the GAWA% multiplied by the new GWB; or
 - b. the GAWA prior to the bonus.

The bonus base is determined as follows:

On the effective date of this endorsement, the bonus base is equal to the GWB.

With each subsequent Premium received after this endorsement is effective, the bonus base will be recalculated to equal the bonus base prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, subject to a maximum of [\$5,000,000.00].

Partial withdrawals will affect the bonus base as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the bonus base will be unchanged.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the bonus base is set equal to the lesser of the GWB following the partial withdrawal or the bonus base prior to the partial withdrawal.

The GWB bonus provision is terminated on the date the GMWB endorsement is terminated.

For Life Guarantee.

While the Contract is still in force with a Contract Value greater than zero and before the Income Date, the For Life Guarantee becomes effective on the later of:

1. the Contract Anniversary on or immediately following the Owner's (if Joint Owners, the oldest Owner's) attained age [59 1/2]; or
2. the effective date of this endorsement.

If the For Life Guarantee becomes effective after the GAWA% is determined, the GAWA is reset to equal the GAWA% multiplied by the current GWB.

The For Life Guarantee is terminated when this GMWB endorsement is terminated or if this GMWB endorsement is continued by a spousal Beneficiary.

Contract Value Reduces to Zero.

If the Contract Value is reduced to zero, all other rights under the Contract cease, no subsequent Premium payments will be accepted, all other endorsements are terminated without value, and Spousal Continuation is not available upon the death of the Owner or the death of any Joint Owner. The Bonus Period is terminated and no further bonuses are applied.

If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the Owner's (or oldest Joint Owner's) attained age at the time the Contract Value falls to zero and the GAWA will be equal to the GAWA% multiplied by the GWB.

If the For Life Guarantee is effective, the Owner will receive annual payments of the GAWA until the death of the Owner or the death of any Joint Owner.

If the For Life Guarantee is not effective, the Owner will receive annual payments of the GAWA until the earlier of the depletion of the GWB or the death of the Owner or the death of any Joint Owner. The last payment will not exceed the remaining GWB at the time of payment.

Subject to the Company's approval, the Owner may elect to receive payments more frequently than annually. However, the sum of the payments made during the year may not exceed the annual payment amount described above.

With each payment, the GWB is reduced by the amount of the payment until the GWB is depleted.

Upon the death of the Owner or the death of any Joint Owner, all payments will cease. No death benefit or Earnings Protection Benefit will apply.

Guaranteed Withdrawal Balance Step-Up.

On each Contract Anniversary following the effective date of this endorsement, the GWB will automatically step up to the highest quarterly Contract Value if the highest quarterly Contract Value is greater than the GWB.

Upon step-up on or after the [11th] Contract Anniversary following the effective date of this endorsement, the Company reserves the right to prospectively increase the GMWB ~~Charge~~withdrawal benefit charge percentage, subject to the maximum GMWB ~~Charge~~withdrawal benefit charge percentage indicated in this endorsement. You will be notified in advance of a GMWB ~~Charge~~withdrawal benefit charge percentage increase and may elect to discontinue the automatic step-ups. You may subsequently elect to reinstate the GWB step-up provision at the then current GMWB ~~Charge~~withdrawal benefit charge percentage. All requests will be effective on the Contract Anniversary following receipt of the request in Good Order.

The highest quarterly Contract Value is equal to the highest of the quarterly adjusted Contract Values from the four most recent Contract Quarterly Anniversaries, including the Contract Anniversary upon which the step-up is determined.

The quarterly adjusted Contract Value is equal to the Contract Value on the Contract Quarterly Anniversary, plus any Premium paid subsequent to that Contract Quarterly Anniversary, net of any applicable premium taxes, adjusted for any partial withdrawals taken subsequent to that Contract Quarterly Anniversary.

Partial withdrawals will affect the quarterly adjusted Contract Value as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the quarterly adjusted Contract Value is equal to the greater of:
 - a. the quarterly adjusted Contract Value prior to the partial withdrawal less the partial withdrawal; or
 - b. zero.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the quarterly adjusted Contract Value is equal to the greater of:
 - a. the quarterly adjusted Contract Value prior to the partial withdrawal, first reduced dollar for dollar for any portion of the partial withdrawal not defined as an excess withdrawal, then reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. zero.

At the time of step-up:

1. The GWB is set equal to the highest quarterly Contract Value, subject to a maximum of [\$5,000,000.00].
2. The bonus base will automatically step up to the new GWB if the new GWB is greater than the bonus base.
3. If the step-up occurs after the GAWA% is determined, the GAWA is set equal to the greater of:
 - a. the GAWA% multiplied by the new GWB; or
 - b. the GAWA prior to the step-up."

4) The following language is added to the **DEATH BENEFIT PROVISIONS** of the Contract:

"Upon the death of the Owner or the death of any Joint Owner, while the Contract is still in force, the ~~GMWB terminates without value, unless continued by the spouse.~~ death benefit payable is guaranteed not to be less than the GMWB death benefit.

Upon continuation of the Contract by a spousal Beneficiary, the spouse may elect to terminate the GMWB on the Continuation Date and thereafter no GMWB Charge will be assessed. The GMWB death benefit will be included in the calculation of the Continuation Adjustment. If the spouse does not make such election on the Continuation Date, the GMWB will remain in force and may not be subsequently terminated independently from the Contract to which it is attached.

If the GMWB is continued, the ~~spouse will not be entitled to the For Life Guarantee.~~ GMWB death benefit will not be included in any applicable Continuation Adjustment. The For Life Guarantee provision will no longer be effective. If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the original Owner's (or oldest Joint Owner's) attained age on the continuation date and the GAWA will be equal to the GAWA% multiplied by the GWB. No other adjustments will be made to the ~~GWB or the GAWA~~ GWB, GAWA, or GMWB death benefit at the time of such continuation. Step-ups will continue as permitted in accordance with the rules described under the Guaranteed Withdrawal Balance Step-Up provision. Bonuses will continue to apply in accordance with the rules described in the Guaranteed Withdrawal Balance Bonus provision. Contract Years and Contract Anniversaries will continue to be based on the anniversary of the original Contract's Issue Date and the effective date of this endorsement will continue to be the original endorsement effective date. The Bonus Period will continue to be based on the original effective date of this endorsement or the most recent bonus base step-up, if applicable. The latest date upon which the Bonus Period can re-start will continue to be based on the original Owner's (if Joint Owners, the oldest Owner's) attained age."

GMWB Death Benefit

On the effective date of this endorsement, the GMWB death benefit is equal to the GWB.

With each subsequent Premium received after this endorsement is effective, the GMWB death benefit is recalculated to equal the GMWB death benefit prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, subject to a maximum of [\$5,000,000.00].

Partial withdrawals will affect the GMWB death benefit as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the GMWB death benefit will be unchanged.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GMWB death benefit is reduced in the same proportion as the Contract Value is reduced for the excess withdrawal.

The GMWB death benefit will terminate on the date the Contract Value equals zero."

5) The following language is added to the **INCOME PROVISIONS** of the Contract:

"On the Latest Income Date if the For Life Guarantee is in effect, in addition to the Income Options available under the Contract, the following Income Option may be elected:

Life Income of the GAWA. The Owner is entitled to receive payments of a fixed dollar amount payable during the lifetime of the Owner. The total annual amount payable under this option will equal the GAWA in effect at the time of election of this option. This amount will be paid in the frequency (not less than annually) that the Owner elects. No further annuity payments are payable after the death of the Owner, and there is no provision for a death benefit payable to the Beneficiary. Therefore, it is possible for only one annuity payment to be made under this Income Option if the Owner has an early death. If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the Owner's (or the oldest Joint Owner's) attained age at the time of election of this Income Option and the GAWA will be equal to the GAWA% multiplied by the GWB.

On the Latest Income Date if the For Life Guarantee is not in effect, in addition to the Income Options available under the Contract, the following Income Option may be elected:

Specified Period Income of the GAWA. The Owner is entitled to receive payments of a fixed dollar amount for a stated number of years. The actual number of years that payments will be made is determined on the calculation date by dividing the GWB by the GAWA. Upon each payment, the GWB will be reduced by the payment amount. The total annual amount payable under this option will equal the GAWA in effect at the time of election of this option, but will not exceed the remaining GWB. This amount will be paid over the determined number of years in the frequency (not less than annually) that the Owner elects. If, at the death of the Owner, payments have been made for less than the stated number of years, the remaining payments will be made to the Beneficiary. This option may not be available on certain Qualified Plans."

TERMINATION OF THE GMWB. The GMWB will terminate, a pro rata GMWB Charge will be deducted from Your Contract Value for the period since the last quarterly GMWB Charge, and all benefits under this endorsement will cease on the earlier of:

1. the date the Owner elects to receive income payments under the Contract;
2. the date of a full surrender;
3. the date upon which the Contract terminates because the Owner or any Joint Owner dies, unless continued by the spouse;
4. the Continuation Date if the spousal Beneficiary elects to terminate the GMWB; and
5. the date upon which all obligations for payment under this endorsement have been satisfied after the Contract has been terminated.

Endorsement effective date (if different from Issue Date of the Contract): _____

Signed for the
Jackson National Life Insurance Company



President and Chief Executive Officer