Filing at a Glance

Company: Reliance Standard Life Insurance Company

Product Name: Guaranteed Lifetime Withdrawal Benefit Riders	SERFF Tr Num: RSLI-125381694	State: ArkansasLH
TOI: A07G Group Annuities - Special	SERFF Status: Closed	State Tr Num: 37648
Sub-TOI: A07G.001 Equity Indexed	Co Tr Num: RSL-8344-0807	State Status: Disapproved-Closed
Filing Type: Form	Co Status:	Reviewer(s): Linda Bird
	Author: Debra Dorsett	Disposition Date: 04/02/2008
	Date Submitted: 12/10/2007	Disposition Status: Disapproved
Implementation Date Requested: On Approval		Implementation Date:

State Filing Description:

General Information

Project Name: Guaranteed Lifetime Withdrawal Benefit Rider	Status of Filing in Domicile: Pending
Project Number: RSL-8354-0807	Date Approved in Domicile:
Requested Filing Mode: Review & Approval	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Group Market Size:
Overall Rate Impact:	Group Market Type:
Filing Status Changed: 04/02/2008	
State Status Changed: 04/02/2008	Deemer Date:

Corresponding Filing Tracking Number: RSL-8354-0807

Filing Description:

Re: Reliance Standard Life Insurance Company

Guaranteed Lifetime Withdrawal Benefit Riders and Application

Forms: RSL-8354-0807

RSL-8355-0807

RSL-8357-1107

The Guaranteed Lifetime Withdrawal Benefit Riders are new and will not replace any previously approved forms. Form

RSL-8354-0807is a rider that guarantees, subject to its terms and conditions, that the contract owner may make annual withdrawals in an aggregate amount up to the Annual Withdrawal Limit over their lifetime (or the lifetime of the annuitant if the contract is owned by a non-natural person), even if the annuity value were to be entirely depleted. Form RSL-8355-0807 is a rider, available only to legal spouses that are either joint owners and joint annuitants or where one spouse is the owner and the other spouse the sole primary beneficiary), that guarantees, subject to its terms and conditions, that the contract owner may make annual withdrawals in an aggregate amount up to the Annual Withdrawal Limit over the lives of both covered spouses, even if the annuity value were to be entirely depleted.

The riders will be issued with contract form RSL-8344-0107, which was approved by the Department on 09/17/2007. The contract applicant will have the option to request one of the riders at time of application. The riders cannot be added after the contract is issued.

Application form RSL-8357-1107 replaces application form RSL-8351-0107, which was approved by the Department on 09/17/2007. The application was revised by adding a section which allows the applicant to add one of the riders described above.

Respectfully submitted,
Debra A. Dorsett
267-256-4713

Company and Contact

Filing Contact Information

Debra Dorsett, Compliance Specialist debra.dorsett@rsli.com
2001 Market Street (800) 351-7500 [Phone]
Philadelphia, PA 19103-7090 (267) 256-3546[FAX]

Filing Company Information

Reliance Standard Life Insurance Company
2001 Market Street
Suite 1500
Philadelphia, PA 19103-7090
(800) 351-7500 ext. [Phone]

CoCode: 68381
Group Code:
Group Name:
FEIN Number: 36-0883760

State of Domicile: Illinois
Company Type:
State ID Number:

Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Reliance Standard Life Insurance Company	$0.00	12/10/2007	17027409

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Disapproved	Linda Bird	04/02/2008	04/02/2008

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	**Created By**	**Created On**	**Date Submitted**	**Responded By**	**Created On**	**Date Submitted**
Pending Industry Response	Linda Bird	12/17/2007	12/17/2007	Debra Dorsett	12/20/2007	12/20/2007

Amendments

Item	Schedule	Created By	Created On	Date Submitted
Filing Letter	Form	Debra Dorsett	12/20/2007	12/20/2007

Disposition

Disposition Date: 04/02/2008

Implementation Date:

Status: Disapproved

Comment: Our records indicate that we have been holding this submission since December 10, 2007. The filing fee has not been received. It is Department policy to close a filing after such a long time has lapsed without receipt of the filing fee. Therefore, we are disapproving your submission today.

Rate data does NOT apply to filing.

SERFF Tracking Number:	*RSLI-125381694*	*State:*	*Arkansas*
Filing Company:	*Reliance Standard Life Insurance Company*	*State Tracking Number:*	*37648*
Company Tracking Number:	*RSL-8344-0807*		
TOI:	*A07G Group Annuities - Special*	*Sub-TOI:*	*A07G.001 Equity Indexed*
Product Name:	*Guaranteed Lifetime Withdrawal Benefit Riders*		
Project Name/Number:	*Guaranteed Lifetime Withdrawal Benefit Rider/RSL-8354-0807*		

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		No
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Form	Guaranteed Lifetime Withdrawal Rider		Yes
Form	Guaranteed Lifetime Withdrawal Rider		Yes
Form	Application		Yes
Form	Statement of Variability		Yes
Form	Readability		Yes
Form	Actuarial		Yes
Form *(revised)*	Filing Letter		Yes
Form	Filing Letter		Yes

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	12/17/2007
Submitted Date	12/17/2007
Respond By Date	

Dear Debra Dorsett,

This will acknowledge receipt of the captioned filing.

Objection 1

- Filing Letter (Form)

Comment: The filing letter submitted with this filing is addressed to the Alaska Insurance Department.

Also we the filing fee was not submitted by EFT, will the filing fee be forthcoming by regular mail?

Please feel free to contact me if you have questions.
Sincerely,
Linda Bird

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	12/20/2007
Submitted Date	12/20/2007

Dear Linda Bird,

Comments:

Response 1

Comments: Dear Ms. Byrd:

Attached is a filing letter which reflects the correct address for Arkansas.

The filing fee check will be submitted to the Department shortly in the mail.

Regards,

Debra Dorsett
(267)256-4713

Related Objection 1

Applies To:

- Filing Letter (Form)

Comment:

The filing letter submitted with this filing is addressed to the Alaska Insurance Department.

Also we the filing fee was not submitted by EFT, will the filing fee be forthcoming by regular mail?

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Debra Dorsett

Amendment Letter

Amendment Date:

Submitted Date: 12/20/2007

Comments:

Dear Ms. Bird:

Attached is the filing letter.

Debra Dorsett

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
Filing Letter	Other	Filing Letter	Revised		Letter	Letter	0	Letter.pdf

Form Schedule

Lead Form Number: RSL-8344-0807

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	RSL-8344-0807	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Guaranteed Lifetime Withdrawal Rider	Initial		51	RSL-8354-0807.pdf
	RSL-8355-0807	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Guaranteed Lifetime Withdrawal Rider	Initial		50	RSL-8355-0807.pdf
	RSL-8357-1107	Application/Enrollment Form	Application	Initial		0	Ind. App. GLWB.pdf
	Statement of Variability	Other	Statement of Variability	Initial		0	Statement of Variability.pdf
	Readability	Other	Readability	Initial		0	Readability.pdf
	Actuarial	Other	Actuarial	Initial		0	Actuarial Memo 112007.pdf
	Filing Letter	Other	Filing Letter	Revised	Replaced Form #: Letter Previous Filing #:	0	Letter.pdf

Letter

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER
(A part of the Contract to which it is attached)

In this Rider, Reliance Standard Life Insurance Company is referred to as "we", "us", or "our." Capitalized terms used in this Rider have the same meanings as given to them in the Definitions section of the Contract to which it is attached. Additional terms used in this Rider and their definitions are provided below.

In the event of a conflict between this Rider and the Contract to which it is attached, the terms of this Rider will prevail.

The Contract is amended to add the following provisions:

RIDER DATA TABLE

Accumulation Period	[10 Years]	
Accumulation Rate	[4.0%]	
Fixed Rate Strategy Reduction Percentage	[20]%	
Withdrawal Benefit Charge Rate	[.35%]	
Maximum Withdrawal Benefit Charge Rate	[1.00%]	
Minimum Waiting Period	[1 Year]	
Annual Withdrawal Limit Percentage	[Ages 60-64	[5.0%
	Ages 65-69	5.5%
	Ages 70-74	6.0%
	Ages 75-79	6.5%
	Ages 80-84	7.0%
	Ages 85-90	7.5%
	Ages 90 and over]	8.0%]

DEFINITIONS

Accumulation Period — The period during the Pre-Withdrawal Phase in which the Guaranteed Withdrawal Base is accumulated at the Accumulation Rate. This period is shown in the Rider Data Table.

Accumulation Rate — The annual percentage rate at which the Guaranteed Withdrawal Base accumulates during the Accumulation Period. This rate is shown in the Rider Data Table.

Adjusted Annuity Value — The Annuity Value reduced by the product of (a) the amount of the Allocated Annuity Value in the Fixed Rate Strategy (if any), multiplied by (b) the Fixed Rate Strategy Reduction Percentage.

Annual Withdrawal Limit — The maximum amount of the Annuity Value that can be withdrawn through one or more Withdrawals in any Contract Year during the Guaranteed Withdrawal Period without causing the Guaranteed Withdrawal Base to be reduced.

Annual Withdrawal Limit Percentage — The applicable percentage utilized to calculate the Annual Withdrawal Limit, as shown in the Rider Data Table. This percentage, once established on the first day of the Withdrawal Phase, will not change.

Determining Person	The Owner or, if the Owner is not a natural person, the Annuitant.
Fixed Rate Strategy Reduction Percentage	The percentage rate applied to the amount of the Allocated Annuity Value in the Fixed Rate Strategy (if any) to determine the amount by which the Guaranteed Withdrawal Base is reduced. This rate is shown in the Rider Data Table.
Guaranteed Withdrawal Base	The amount used for (and only for) the purpose of calculating the Annual Withdrawal Limit and the Withdrawal Benefit Charge under this Rider.
Maximum Withdrawal Benefit Charge Rate	The maximum amount of the Withdrawal Benefit Charge Rate that we may use to determine the Withdrawal Benefit Charge. This rate is shown in the Rider Data Table.
Pre-Withdrawal Phase	The period beginning on the Date of Issue and ending on the day prior to the date on which the Withdrawal Phase commences.
Waiting Period	The period beginning on the Date of Issue and ending on the later of: (a) the expiration of the Minimum Waiting Period shown in the Rider Data Table or (b) the last day of the Contract Year during which the Determining Person attains age sixty (60).
Withdrawal Benefit Charge	The charge determined by applying the Withdrawal Benefit Charge Rate to the Guaranteed Withdrawal Base.
Withdrawal Benefit Charge Rate	The annual percentage rate used to determine the Withdrawal Benefit Charge. The rate in effect at the Date of Issue is shown in the Rider Data Table.
Withdrawal Phase	The time period that commences on the earlier of the date of the first Withdrawal that is made after the end of the Waiting Period (other than a Withdrawal as to which a Withdrawal Phase Deferral Election has been made) or the Maturity Date. If the commencement of the Withdrawal Phase is deferred by the making of a Withdrawal Phase Deferral Election, the Withdrawal Phase will instead commence on the date of the next following Withdrawal as to which an additional Withdrawal Phase Deferral Election is not made.
Withdrawal Phase Deferral Election	An election, made by a Written Request provided simultaneously with a Written Request for a Withdrawal that would otherwise cause the Withdrawal Phase to commence, that the commencement of the Withdrawal Phase be deferred.

GUARANTEED WITHDRAWAL PERIOD

Guaranteed Withdrawal Period

The Guaranteed Withdrawal Period begins on the first day following the day on which the Waiting Period ends. This Rider guarantees that an amount equal to the Annual Withdrawal Limit then in effect will be available for Withdrawals in each Contract Year during the Guaranteed Withdrawal Period in accordance with the terms and conditions of this Rider. Subject to the provisions of this Rider, the Guaranteed Withdrawal Period will continue as long as:

(a) the Annuity Value exceeds zero; and
(b) the Contract has not reached its Maturity Date; and
(c) the Contract has not terminated due to a Surrender or other event specified in the Contract or this Rider.

Determination of Guaranteed Withdrawal Base During Pre-Withdrawal Phase

On the Date of Issue, the Guaranteed Withdrawal Base is equal to the Single Premium paid, reduced by an amount equal to the product of:

(a) the portion of the Single Premium allocated to the Fixed Interest Strategy, if any, multiplied by
(b) the Fixed Rate Strategy Reduction Percentage.

Thereafter, on the last day of each Contract Year during the Pre-Withdrawal Phase (and the last day of the Pre-Withdrawal Phase, if such day is not also the last day of a Contract Year), the Guaranteed Withdrawal Base shall be equal to:

(1) the Guaranteed Withdrawal Base at the end of the immediately preceding Contract Year (or, in the case of the first Contract Year, on the Date of Issue); minus
(2) any reductions to the Guaranteed Withdrawal Base having resulted from Withdrawals occurring during the Contract Year under the Reduction of Guaranteed Withdrawal Base for Withdrawals provision of this Rider; plus
(3) during the Accumulation Period only, accumulation on the Guaranteed Withdrawal Base for the Contract Year at the Accumulation Rate (taking into account any reductions to the Guaranteed Withdrawal Base under the preceding item (2)); plus
(4) the product of (a) the aggregate amount of the reallocations from the Fixed Rate Strategy to any of the Index Interest Strategies to become effective at the beginning of the next following Contract Year, if any, multiplied by (b) the Fixed Rate Strategy Reduction Percentage; minus
(5) the product of (a) the aggregate amount of the reallocations from any of the Index Interest Strategies to the Fixed Rate Strategy to become effective at the beginning of the next following Contract Year, if any, multiplied by (b) the Fixed Rate Strategy Reduction Percentage.

Determination of Guaranteed Withdrawal Base During Withdrawal Phase

If the Adjusted Annuity Value, as determined on the first day of the Contract Year in which the Withdrawal Phase commences, exceeds the Guaranteed Withdrawal Base on the first day of the Withdrawal Phase, the Guaranteed Withdrawal Base shall be increased on such day to be equal to the Adjusted Annuity Value. Otherwise, no adjustment to the Guaranteed Withdrawal Base will occur on such day.

Subsequently, the Guaranteed Withdrawal Base will be recalculated as of the last day of each Contract Year during the Withdrawal Phase and will be equal to:

(1) the Guaranteed Withdrawal Base at the end of the immediately preceding Contract Year (or, in the case of the Contract Year in which the Withdrawal Phase commences, on the Withdrawal Phase commencement date); minus
(2) any reduction to the Guaranteed Withdrawal Base becoming effective on such day under the Reduction of Guaranteed Withdrawal Base for Withdrawals provision of this Rider; plus
(3) the product of (a) the aggregate amount of the reallocations from the Fixed Rate Strategy to any of the Index Interest Strategies to become effective at the beginning of the next following Contract Year, if any, multiplied by (b) the Fixed Rate Strategy Reduction Percentage; minus
(4) the product of (a) the aggregate amount of the reallocations from any of the Index Interest Strategies to the Fixed Rate Strategy to become effective at the beginning of the next following Contract Year, if any, multiplied by (b) the Fixed Rate Strategy Reduction Percentage.

In addition, if on the last day of any Contract Year during the Withdrawal Phase, the Adjusted Annuity Value exceeds the Guaranteed Withdrawal Base, the Guaranteed Withdrawal Base will be increased to be equal to such Adjusted Annuity Value. For this purpose, the Adjusted Annuity Value will be decreased to reflect any reallocations to, or increased to reflect any reallocations from, the Fixed Rate Strategy to become effective at the beginning of the next following Contract Year.

Determination of Annual Withdrawal Limit

On the first day of the Withdrawal Phase, the Annual Withdrawal Limit will initially be established, and will be equal to the product of:

(1) the applicable Annual Withdrawal Limit Percentage, based on the age of the Determining Person on the first day of the Contract Year in which the Withdrawal Phase commences; multiplied by
(2) the amount of the Guaranteed Withdrawal Base on such day.

Subsequently, the Annual Withdrawal Limit~~Guaranteed Withdrawal Base~~ will be recalculated as of the last day of each Contract Year during the Withdrawal Phase and will be equal to the product of:

(1) the Annual Withdrawal Limit Percentage established under item (1) of the preceding paragraph; multiplied by
(2) the amount of the Guaranteed Withdrawal Base on such date (taking into account any reduction or increase thereto occurring on such date).

Reduction of Guaranteed Withdrawal Base for Withdrawals

During the Pre-Withdrawal Phase, any Withdrawal will immediately reduce the Guaranteed Withdrawal Base in the same proportion that the amount of the Withdrawal bears to the Annuity Value immediately prior to the Withdrawal. As an illustration only, if a Withdrawal in the amount of $1,000 were made at a time when the Annuity Value was $10,000 and the Guaranteed Withdrawal Base was $12,000, then the Guaranteed Withdrawal Base would be reduced by $1,200.

Upon the commencement of the Withdrawal Phase, Withdrawals made in any Contract Year that, in the aggregate, do not exceed the Annual Withdrawal Limit in effect at the inception of such Contract Year (or, in the case of the Contract Year in which the Withdrawal Phase commences, on the Withdrawal Phase commencement date) will not reduce the Guaranteed Withdrawal Base.

Upon the commencement of the Withdrawal Phase, Withdrawals made in a Contract Year that, in the aggregate, exceed the Annual Withdrawal Limit in effect on the first day of such Contract Year (or, in the case of the Contract Year in which the Withdrawal Phase commences, on the Withdrawal Phase commencement date) will, effective as of the last day of such Contract Year, reduce the amount of the Guaranteed Withdrawal Base for purposes of the calculation of the Annual Withdrawal Limit on such day. The reduction will be based on a percentage determined according to the following formula: X~~A~~ /[~~B~~Y – (~~C~~Z – ~~A~~X)], with such reduced amount to be rounded upward to the nearest whole dollar sum, where:

(1) ~~A~~X is the amount by which the aggregate amount of the Withdrawals made during such Contract Year exceeds the Annual Withdrawal Limit in effect on the first day of such Contract Year (or, in the case of the Contract Year in which the Withdrawal Phase commences, on the Withdrawal Phase commencement date);

(2) Y~~B~~ is the Annuity Value as of the first day of such Contract Year; and [these should be single-spaced; eliminate extra line spaces here and preceding this line]

(3) Z~~C~~ is the aggregate amount of the Withdrawals made in such Contract Year.

As an illustration only, if on the first day of a Contract Year, the Annuity Value was $10,000, the Guaranteed Withdrawal Base was $11,000 and the applicable Annual Withdrawal Limit Percentage was 6.0%, a Withdrawal in the amount of $800 during such Contract Year would result in the reduction of the Guaranteed Withdrawal Base by 1.5%, which percentage is calculated as follows:

$140/[$10,000 – ($800 - $140)], resulting in a new Guaranteed Withdrawal Base of $10,836 (i.e., $11,000 x 98.5%).

If the Contract's Annuity Value is reduced to zero as a result of a ~~a~~ Withdrawal in a Contract Year during the Withdrawal Phase, the amount of which, when taken together with the aggregate amount of any Withdrawals previously made in such Contract Year, ~~that~~ exceeds the Annual Withdrawal Limit ~~then~~ in effect on the first day of such Contract Year, the Contract and this Rider will immediately terminate without any further benefits being payable.

Notwithstanding the above, if the Required Minimum Distribution rules of the Internal Revenue Code of 1986, as amended, are applicable to the Contract, then Withdrawals made during a Contract Year in an aggregate amount up to, but not exceeding, the amount that is necessary in order to comply with such rules, as determined by us with reference to the Contract only, for the calendar year in which the first day of such Contract Year occurs will not cause the Guaranteed Withdrawal Base to be reduced, even if such Withdrawals cause the Annual Withdrawal Limit for such Contract Year to be exceeded.

Settlement Options at Maturity Date

If the Contract reaches the Maturity Date during the Guaranteed Withdrawal Period, you must choose one of the Settlement Options set forth in Section 8 of the Contract for payment of the Proceeds, and such payment will be made in accordance with the provisions of the Contract. However, if Option A (Life Annuity) is chosen, the annual aggregate amount of the payments under such option will never be less than the amount of the Annual Withdrawal Limit, as in effect on the Maturity Date. Such payments will cease with the last payment due prior to the death of the Determining Person.

GUARANTEED LIFETIME INCOME STATUS

Guaranteed Lifetime Income Status

If the Annuity Value is reduced to zero as a result of one or more ~~a~~ Withdrawals in a Contract Year during the Guaranteed Withdrawal Period that do~~es~~ not, in the aggregate, exceed~~cause~~ the Annual Withdrawal Limit ~~then~~ in effect on the first day of such Contract Year~~to be exceeded~~, (a) the Guaranteed Withdrawal Period will terminate, (b) the Contract will commence Guaranteed Lifetime Income Status and (c) an annual Guaranteed Periodic Payment (as defined below) will become payable. On the date that the Contract commences Guaranteed Lifetime Income Status, the following provisions will apply in lieu of anything to the contrary contained in the Contract:

(1) no further payments will be made under the Contract other than as provided in these Guaranteed Lifetime Income Status provisions;
(2) any other riders to the Contract shall terminate, except for any other rider that specifically references this Rider and states that it does not terminate upon the Contract's commencing Guaranteed Lifetime Income Status; and
(3) the Guaranteed Withdrawal Base will become fixed as of such date and no further Withdrawal Benefit Charges will be deducted.

The Guaranteed Periodic Payment is an amount equal to the Annual Withdrawal Limit in effect on the date the Contract commences Guaranteed Lifetime Income Status. The first Guaranteed Periodic Payment will be made within thirty (30) days following the end of the Contract Year during which the Contract commences Guaranteed Lifetime Income Status and will be reduced by the aggregate amount of the Withdrawals during such Contract Year. Thereafter, Guaranteed Periodic Payments will be made within thirty (30) days following the end of each subsequent Contract Year for so long as the Determining Person is living. However, if at the time the Contract commences Guaranteed Lifetime Income Status, regularly scheduled periodic Withdrawals are being made under the Contract, the Guaranteed Periodic Payment for each Contract Year will instead be made in a series of equal periodic installments over a corresponding schedule during such Contract Year.

Effective on the date of death of the Determining Person while the Contract is in Guaranteed Lifetime Income Status, this Rider will terminate, and Guaranteed Periodic Payments will cease immediately. If any Guaranteed Periodic Payments are made after the date of such death, we reserve the right to recover, and you agree to repay to us, such Guaranteed Periodic Payments.

If the Contract reaches the Maturity Date while it is in Guaranteed Lifetime Income Status, the Guaranteed Periodic Payments will continue and the Contract will remain in Guaranteed Lifetime Income Status until the date of death of the Determining Person as provided in the preceding paragraph.

WITHDRAWAL BENEFIT CHARGE

Withdrawal Benefit Charge

The Withdrawal Benefit Charge is deducted in arrears on the last day of each Contract Year (and, if occurring on any other day, the date on which the Contract and/or this Rider terminates or on which the Contract commences Guaranteed Lifetime Income Status, if applicable) from the Allocated Annuity Values in each Strategy in the same proportions that such Allocated Annuity Values bear to the Contract's Annuity Value.

Accordingly, all calculations of the Allocated Annuity Values in each Strategy made under Section 3 of the Contract will take into account such deductions. In addition, clause (a) of Section 4 of the Contract is amended to provide that the Guaranteed Minimum Annuity Value is equal to the Single Premium paid, less Withdrawals and less Withdrawal Benefit Charges deducted under this Rider, accumulated at the Guaranteed Minimum Interest Rate. In no event will the Minimum Contract Value under the Contract be reduced by Withdrawal Benefit Charges deducted under this Rider.

We reserve the right to change the Withdrawal Benefit Charge Rate on an annual basis, effective at the beginning of a Contract Year, but such rate will never exceed the Maximum Withdrawal Benefit Charge Rate. Deductions for the Withdrawal Benefit Charge will continue for so long as this Rider is in effect,

unless the Contract commences Guaranteed Lifetime Income Status. Such deductions will be pro-rated for any Contract Year as to which the Contract or this Rider is not in effect for the entire year or during which the Contract commences Guaranteed Lifetime Income Status, if applicable.

DEATH OF DETERMINING PERSON

Death of Determining Person

Upon the death of the Determining Person, this Rider will terminate and the Withdrawal Benefit Charge will cease, unless such death occurs during the Pre-Withdrawal Phase, in which case the Owner's surviving spouse may elect by Written Request to continue the Rider so long as such spouse is at least fifty (50) years old on the date of such continuation and becomes the sole Owner and Annuitant in accordance with the terms of the Contract. If such election is made, this Rider will continue in the Pre-Withdrawal Phase and the applicable Annual Withdrawal Limit Percentage, as shown in the Rider Data Table, will be based on the surviving spouse's age at the time the initial Annual Withdrawal Limit is calculated on the first day of the Withdrawal Phase.

If the Determining Person dies while the Contract is in Guaranteed Lifetime Income Status, the Contract and this Rider terminate upon the date of death and no further payments will be made.

CHANGE OF OWNERSHIP

Change of Ownership

Any change in the Owner of the Contract will cause this Rider to terminate in its entirety, other than the following types of changes:

(1) a change of ownership pursuant to spousal continuation as described in the Death of Determining Person section of this Rider;
(2) a change of ownership that is established to our satisfaction to involve only a change in the form of ownership of the Contract (for example, a transfer from one custodian to another custodian) for the benefit of the same individual; or
(3) a collateral assignment.

OPTIONAL TERMINATION

Optional Termination

You may terminate this Rider, effective on the last day of the tenth (10th) Contract Year or on the last day of any subsequent Contract Year, by Written Request. Any such Written Request must be received by us at least two (2) weeks prior to the desired termination date and will be irrevocable. Upon such termination, all benefits under this Rider will cease.

MISSTATEMENT OF AGE OR SEX

Misstatement of Age or Sex

If the age or sex used in determining any amounts payable under this Rider have been misstated, the amounts payable will instead be those that this Rider would have provided at the correct age or sex. We reserve the right to recover, and you agree that you will repay to us, any amounts overpaid, and that we may recoup the amounts overpaid by means of reducing the Annual Withdrawal Limit, future Guaranteed Periodic Payments or other payments of Proceeds under the Contract.

All other terms and conditions of the Contract remain unchanged.

Reliance Standard Life Insurance Company

Secretary

JOINT GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER
(A part of the Contract to which it is attached)

In this Rider, Reliance Standard Life Insurance Company is referred to as “we”, “us”, or “our.” Capitalized terms used in this Rider have the same meanings as given to them in the Definitions section of the Contract to which it is attached. Additional terms used in this Rider and their definitions are provided below.

In the event of a conflict between this Rider and the Contract to which it is attached, the terms of this Rider will prevail.

The Contract is amended to add the following provisions:

RIDER DATA TABLE

Accumulation Period	[10 Years]	
Accumulation Rate	[4.0%]	
Fixed Rate Strategy Reduction Percentage	[20]%	
Withdrawal Benefit Charge Rate	[.35%]	
Maximum Withdrawal Benefit Charge Rate	[1.00%]	
Minimum Waiting Period	[1 Year]	
Annual Withdrawal Limit Percentage	[Ages 60-64	[4.5%
	Ages 65-69	5.0%
	Ages 70-74	5.5%
	Ages 75-79	6.0%
	Ages 80-84	6.5%
	Ages 85-90	7.0%
	Ages 90 and over]	7.5%]

DEFINITIONS

Accumulation Period — The period during the Pre-Withdrawal Phase in which the Guaranteed Withdrawal Base is accumulated at the Accumulation Rate. This period is shown in the Rider Data Table.

Accumulation Rate — The annual percentage rate at which the Guaranteed Withdrawal Base accumulates during the Accumulation Period. This rate is shown in the Rider Data Table.

Adjusted Annuity Value — The Annuity Value, reduced by the product of (a) the amount of the Allocated Annuity Value in the Fixed Rate Strategy (if any), multiplied by (b) the Fixed Rate Strategy Reduction Percentage.

Annual Withdrawal Limit — The maximum amount of the Annuity Value that can be withdrawn through one or more Withdrawals in any Contract Year during the Guaranteed Withdrawal Period without causing the Guaranteed Withdrawal Base to be reduced.

Annual Withdrawal Limit Percentage — The applicable percentage utilized to calculate the Annual Withdrawal Limit, as shown in the Rider Data Table. This percentage, once established on the first day of the Withdrawal Phase, will not change.

Covered Spouse(s)

The two person(s) on whose life(ves) and age(s) benefits under this Rider are based. The qualification of such persons as Covered Spouses is determined on the Date of Issue. To qualify as Covered Spouses, two persons must be married (as such term is defined for purposes of federal law) to each other, and one of the following two conditions must also be met: (a) the two persons are the Joint Owners of the Contract and Joint Annuitants or (b) one person is the sole Owner of the Contract and the other person is the sole primary Beneficiary.

However, if any of the following events occurs with respect to a Covered Spouse subsequent to the Date of Issue, such person's status as a Covered Spouse will immediately terminate:

(1) If there is a single Owner of the Contract, such Owner, by Written Request, requests that such person's status as a Covered Spouse terminate;
(2) Such person's status as the sole Owner or a Joint Owner terminates, unless such person is or becomes the sole primary Beneficiary at the time of such termination; or
(3) Such person's status as the sole primary Beneficiary terminates, unless such person is or becomes the sole Owner or a Joint Owner at the time of such termination.

A person whose status as a Covered Spouse terminates cannot re-commence such status.

Fixed Rate Strategy Reduction Percentage

The percentage rate applied to the amount of the Allocated Annuity Value in the Fixed Rate Strategy (if any) to determine the amount by which the Guaranteed Withdrawal Base is reduced. This rate is shown in the Rider Data Table.

Guaranteed Withdrawal Base

The amount used for (and only for) the purpose of calculating the Annual Withdrawal Limit and the Withdrawal Benefit Charge under this Rider.

Maximum Withdrawal Benefit Charge Rate

The maximum amount of the Withdrawal Benefit Charge Rate that we may use to determine the Withdrawal Benefit Charge. This rate is shown in the Rider Data Table.

Pre-Withdrawal Phase

The period beginning on the Date of Issue and ending on the day prior to the date on which the Withdrawal Phase commences.

Waiting Period

The period beginning on the Date of Issue and ending on the later of: (a) the expiration of the Minimum Waiting Period shown in the Rider Data Table or (b) the last day of the Contract Year during which the youngest Covered Spouse attains age sixty (60).

Withdrawal Benefit Charge

The charge determined by applying the Withdrawal Benefit Charge Rate to the Guaranteed Withdrawal Base.

Withdrawal Benefit Charge Rate

The annual percentage rate used to determine the Withdrawal Benefit Charge. The rate in effect at the Date of Issue is shown in the Rider Data Table.

Withdrawal Phase

The time period that commences on the earlier of the date of the first Withdrawal that is made after the end of the Waiting Period (other than a Withdrawal as to which a Withdrawal Phase Deferral Election has been made) or the Maturity Date. If the commencement of the Withdrawal Phase is deferred by the making of a Withdrawal Phase Deferral Election, the Withdrawal Phase will instead commence on the date of the next following Withdrawal as to which an additional Withdrawal Phase Deferral Election is not made.

Withdrawal Phase Deferral Election

An election, made by a Written Request provided simultaneously with a Written Request for a Withdrawal that would otherwise cause the Withdrawal Phase to commence, that the commencement of the Withdrawal Phase be deferred.

GUARANTEED WITHDRAWAL PERIOD

Guaranteed Withdrawal Period

The Guaranteed Withdrawal Period begins on the first day following the day on which the Waiting Period ends. This Rider guarantees that an amount equal to the Annual Withdrawal Limit then in effect will be available for Withdrawals in each Contract Year during the Guaranteed Withdrawal Period in accordance with the terms and conditions of this Rider. Subject to the provisions of this Rider, so long as there continues to be at least one Covered Spouse, the Guaranteed Withdrawal Period will continue as long as:

(a) the Annuity Value exceeds zero; and
(b) the Contract has not reached its Maturity Date; and
(c) the Contract has not terminated due to a Surrender or other event specified in the Contract or this Rider.

Determination of Guaranteed Withdrawal Base During Pre-Withdrawal Phase

On the Date of Issue, the Guaranteed Withdrawal Base is equal to the Single Premium paid, reduced by an amount equal to the product of:

(a) the portion of the Single Premium allocated to the Fixed Interest Strategy, if any, multiplied by
(b) the Fixed Rate Strategy Reduction Percentage.

Thereafter, on the last day of each Contract Year during the Pre-Withdrawal Phase (and the last day of the Pre-Withdrawal Phase, if such day is not also the last day of a Contract Year), the Guaranteed Withdrawal Base shall be equal to:

1) the Guaranteed Withdrawal Base at the end of the immediately preceding Contract Year (or, in the case of the first Contract Year, on the Date of Issue); minus
(2) any reductions to the Guaranteed Withdrawal Base having resulted from Withdrawals occurring during the Contract Year under the Reduction of Guaranteed Withdrawal Base for Withdrawals provision of this Rider; plus
(3) during the Accumulation Period only, accumulation on the Guaranteed Withdrawal Base for the Contract Year at the Accumulation Rate (taking into account any reductions to the Guaranteed Withdrawal Base under the preceding item (2)); plus
(4) the product of (a) the aggregate amount of the reallocations from the Fixed Rate Strategy to any of the Index Interest Strategies to become effective at the beginning of the next following Contract Year, if any, multiplied by (b) the Fixed Rate Strategy Reduction Percentage; minus

(5) the product of (a) the aggregate amount of the reallocations from any of the Index Interest Strategies to the Fixed Rate Strategy to become effective at the beginning of the next following Contract Year, if any, multiplied by (b) the Fixed Rate Strategy Reduction Percentage.

Determination of Guaranteed Withdrawal Base During Withdrawal Phase

If the Adjusted Annuity Value, as determined on the first day of the Contract Year in which the Withdrawal Phase commences, exceeds the Guaranteed Withdrawal Base on the first day of the Withdrawal Phase, the Guaranteed Withdrawal Base shall be increased on such day to be equal to the Adjusted Annuity Value. Otherwise, no adjustment to the Guaranteed Withdrawal Base will occur on such day.

Subsequently, the Guaranteed Withdrawal Base will be recalculated as of the last day of each Contract Year during the Withdrawal Phase and will be equal to:

(1) the Guaranteed Withdrawal Base at the end of the immediately preceding Contract Year (or, in the case of the Contract Year in which the Withdrawal Phase commences, on the Withdrawal Phase commencement date); minus
(2) any reduction to the Guaranteed Withdrawal Base becoming effective on such day under the Reduction of Guaranteed Withdrawal Base for Withdrawals provision of this Rider; plus
(3) the product of (a) the aggregate amount of the reallocations from the Fixed Rate Strategy to any of the Index Interest Strategies to become effective at the beginning of the next following Contract Year, if any, multiplied by (b) the Fixed Rate Strategy Reduction Percentage; minus
(4) the product of (a) the aggregate amount of the reallocations from any of the Index Interest Strategies to the Fixed Rate Strategy to become effective at the beginning of the next following Contract Year, if any, multiplied by (b) the Fixed Rate Strategy Reduction Percentage.

In addition, if on the last day of any Contract Year during the Withdrawal Phase, the Adjusted Annuity Value exceeds the Guaranteed Withdrawal Base, the Guaranteed Withdrawal Base will be increased to be equal to such Adjusted Annuity Value. For this purpose, the Adjusted Annuity Value will be decreased to reflect any reallocations to, or increased to reflect any reallocations from, the Fixed Rate Strategy to become effective at the beginning of the next following Contract Year.

Determination of Annual Withdrawal Limit

On the first day of the Withdrawal Phase, the Annual Withdrawal Limit will initially be established, and will be equal to the product of:

(1) the applicable Annual Withdrawal Limit Percentage, based on the age of the youngest of the two Covered Spouses (or, if there is only one Covered Spouse, on his or her age) on the first day of the Contract Year in which the Withdrawal Phase commences; multiplied by
(2) the amount of the Guaranteed Withdrawal Base on such day.

Subsequently, the Annual Withdrawal Limit will be recalculated as of the last day of each Contract Year during the Withdrawal Phase and will be equal to the product of:

(1) the Annual Withdrawal Limit Percentage established under item (1) of the preceding paragraph; multiplied by
(2) the amount of the Guaranteed Withdrawal Base on such date (taking into account any reduction or increase thereto occurring on such date).

Reduction of Guaranteed Withdrawal Base for Withdrawals

During the Pre-Withdrawal Phase, any Withdrawal will immediately reduce the Guaranteed Withdrawal Base in the same proportion that the amount of the Withdrawal bears to the Annuity Value immediately prior to the Withdrawal. As an illustration only, if a Withdrawal in the amount of $1,000 were made at a time when the Annuity Value was $10,000 and the Guaranteed Withdrawal Base was $12,000, then the Guaranteed Withdrawal Base would be reduced by $1,200.

Upon the commencement of the Withdrawal Phase, Withdrawals made in any Contract Year that, in the aggregate, do not exceed the Annual Withdrawal Limit in effect at the inception of such Contract Year (or, in the case of the Contract Year in which the Withdrawal Phase commences, on the Withdrawal Phase commencement date) will not reduce the Guaranteed Withdrawal Base.

Upon the commencement of the Withdrawal Phase, Withdrawals made in a Contract Year that, in the aggregate, exceed the Annual Withdrawal Limit in effect on the first day of such Contract Year (or, in the case of the Contract Year in which the Withdrawal Phase commences, on the Withdrawal Phase commencement date) will, effective as of the last day of such Contract Year, reduce the amount of the Guaranteed Withdrawal Base for purposes of the calculation of the Annual Withdrawal Limit on such day. The reduction will be based on a percentage determined according to the following formula: $X / [Y - (Z - X)]$, with such reduced amount to be rounded upward to the nearest whole dollar sum, where:

(1) X is the amount by which the aggregate amount of the Withdrawals made during such Contract Year exceeds the Annual Withdrawal Limit in effect on the first day of such Contract Year (or, in the case of the Contract Year in which the Withdrawal Phase commences, on the Withdrawal Phase commencement date);
(2) Y is the Annuity Value as of the first day of such Contract Year; and
(3) Z is the aggregate amount of the Withdrawals made in such Contract Year.

As an illustration only, if on the first day of a Contract Year, the Annuity Value was $10,000, the Guaranteed Withdrawal Base was $11,000 and the applicable Annual Withdrawal Limit Percentage was 6.0%, a Withdrawal in the amount of $800 during such Contract Year would result in the reduction of the Guaranteed Withdrawal Base by 1.5%, which percentage is calculated as follows:

$140/[$10,000 – ($800 - $140)], resulting in a new Guaranteed Withdrawal Base of $10,836 (i.e., $11,000 x 98.5%).

If the Contract's Annuity Value is reduced to zero as a result of a Withdrawal in a Contract Year during the Withdrawal Phase, the amount of which, when taken together with the aggregate amount of any Withdrawals previously made in such Contract Year, exceeds the Annual Withdrawal Limit in effect on the first day of such Contract Year, the Contract and this Rider will immediately terminate without any further benefits being payable.

Notwithstanding the above, if the Required Minimum Distribution rules of the Internal Revenue Code of 1986, as amended, are applicable to the Contract, then Withdrawals made during a Contract Year in an aggregate amount up to, but not exceeding, the amount that is necessary in order to comply with such rules, as determined by us with reference to the Contract only, for the calendar year in which the first day of such Contract Year occurs will not cause the Guaranteed Withdrawal Base to be reduced, even if such Withdrawals cause

the Annual Withdrawal Limit for such Contract Year to be exceeded.

Settlement Options at Maturity Date

If the Contract reaches the Maturity Date during the Guaranteed Withdrawal Period, you must choose one of the Settlement Options set forth in Section 8 of the Contract for payment of the Proceeds, and such payment will be made in accordance with the provisions of the Contract. However, if both Covered Spouses are living on the Maturity Date and are the Joint Annuitants, the annual aggregate amount of the payments under Option D (Joint and Last Survivor Annuity), if such option is chosen, will never be less than the amount of the Annual Withdrawal Limit, as in effect on the Maturity Date. Such payments will cease with the last payment due prior to the death of the last surviving Covered Spouse. In addition, if only one Covered Spouse is living on the Maturity Date and is the Annuitant, the annual aggregate amount of the payments under Option A (Life Annuity), if such option is chosen, will never be less than the amount of the Annual Withdrawal Limit, as in effect on the Maturity Date. Such payments will cease with the last payment due prior to the death of such Covered Spouse.

GUARANTEED LIFETIME INCOME STATUS

Guaranteed Lifetime Income Status

If the Annuity Value is reduced to zero as a result of one or more Withdrawals in a Contract Year during the Guaranteed Withdrawal Period that do not, in the aggregate, exceed the Annual Withdrawal Limit in effect on the first day of such Contract Year, (a) the Guaranteed Withdrawal Period will terminate, (b) the Contract will commence Guaranteed Lifetime Income Status and (c) an annual Guaranteed Periodic Payment (as defined below) will become payable. On the date that the Contract commences Guaranteed Lifetime Income Status, the following provisions will apply in lieu of anything to the contrary contained in the Contract:

(1) no further payments will be made under the Contract other than as provided in these Guaranteed Lifetime Income Status provisions;
(2) any other riders to the Contract shall terminate, except for any other rider that specifically references this Rider and states that it does not terminate upon the Contract's commencing Guaranteed Lifetime Income Status; and
(3) the Guaranteed Withdrawal Base will become fixed as of such date and no further Withdrawal Benefit Charges will be deducted.

The Guaranteed Periodic Payment is an amount equal to the Annual Withdrawal Limit in effect on the date the Contract commences Guaranteed Lifetime Income Status. The first Guaranteed Periodic Payment will be made within thirty (30) days following the end of the Contract Year during which the Contract commences Guaranteed Lifetime Income Status and will be reduced by the aggregate amount of the Withdrawals during such Contract Year. Thereafter, Guaranteed Periodic Payments will be made within 30 days following the end of each subsequent Contract Year for so long as at least one of the Covered Spouses is living. However, if at the time the Contract commences Guaranteed Lifetime Income Status, regularly scheduled periodic Withdrawals are being made under the Contract, the Guaranteed Periodic Payment for each Contract Year will instead be made in a series of equal periodic installments over a corresponding schedule during such Contract Year.

Effective on the date of death of the last surviving Covered Spouse while the Contract is in Guaranteed Lifetime Income Status, this Rider will terminate, and

Guaranteed Periodic Payments will cease immediately. If any Guaranteed Periodic Payments are made after the date of such death, we reserve the right to recover, and you agree to repay to us, such Guaranteed Periodic Payments.

If the Contract reaches the Maturity Date while it is in Guaranteed Lifetime Income Status, the Guaranteed Periodic Payments will continue and the Contract will remain in Guaranteed Lifetime Income Status until the death of the last surviving Covered Spouse, as provided in the preceding paragraph.

WITHDRAWAL BENEFIT CHARGE

Withdrawal Benefit Charge

The Withdrawal Benefit Charge is deducted in arrears on the last day of each Contract Year (and, if occurring on any other day, the date on which the Contract and/or this Rider terminates or on which the Contract commences Guaranteed Lifetime Income Status, if applicable) from the Allocated Annuity Values in each Strategy in the same proportions that such Allocated Annuity Values bear to the Contract's Annuity Value.

Accordingly, all calculations of the Allocated Annuity Values in each Strategy made under Section 3 of the Contract will take into account such deductions. In addition, clause (a) of Section 4 of the Contract is amended to provide that the Guaranteed Minimum Annuity Value is equal to the Single Premium paid, less Withdrawals and less Withdrawal Benefit Charges deducted under this Rider, accumulated at the Guaranteed Minimum Interest Rate. In no event will the Minimum Contract Value under the Contract be reduced by Withdrawal Benefit Charges deducted under this Rider.

We reserve the right to change the Withdrawal Benefit Charge Rate on an annual basis, effective at the beginning of a Contract Year, but such rate will never exceed the Maximum Withdrawal Benefit Charge Rate. Deductions for the Withdrawal Benefit Charge will continue for so long as this Rider is in effect, unless the Contract commences Guaranteed Lifetime Income Status. Such deductions will be pro-rated for any Contract Year as to which the Contract or this Rider are not in effect for the entire year or during which the Contract commences Guaranteed Lifetime Income Status, if applicable.

DEATH OF COVERED SPOUSE

Death of Covered Spouse

Upon the death of a Covered Spouse, this Rider will terminate and the Withdrawal Benefit Charge will cease, unless the surviving Covered Spouse becomes the sole Owner and Annuitant in accordance with the terms of the Contract. In such case, this Rider will continue in effect in accordance with its terms and conditions.

If the Contract commences Guaranteed Lifetime Income Status, the Contract and this Rider will terminate upon the date of death of the last surviving Covered Spouse and no further payments will be made.

CHANGE OF OWNERSHIP

Change of Ownership

Any change in the Owner of the Contract will cause this Rider to terminate in its entirety, other than the following types of changes:

(1) a change of ownership pursuant to spousal continuation by a Covered Spouse as described in the Death of Covered Spouse section of this Rider;
(2) a change of ownership that is established to our satisfaction to involve only a change in the form of ownership of the Contract (for example, a transfer from one custodian to another custodian) for the benefit of the same individual(s); or
(3) a collateral assignment.

OPTIONAL TERMINATION

Optional Termination

You may terminate this Rider, effective on the last day of the tenth (10th) Contract Year or on the last day of any subsequent Contract Year, by Written Request. Any such Written Request must be received by us at least two (2) weeks prior to the desired termination date and will be irrevocable. Upon such termination, all benefits under this Rider will cease.

MISSTATEMENT OF AGE OR SEX

Misstatement of Age or Sex

If the age or sex used in determining any amounts payable under this Rider have been misstated, the amounts payable will instead be those that this Rider would have provided at the correct age or sex. We reserve the right to recover, and you agree that you will repay to us, any amounts overpaid, and that we may recoup the amounts overpaid by means of reducing the Annual Withdrawal Limit, future Guaranteed Periodic Payments or other payments of Proceeds under the Contract.

All other terms and conditions of the Contract remain unchanged.

Reliance Standard Life Insurance Company

Secretary

RELIANCE STANDARD
Life Insurance Company

ANNUITY APPLICATION
Administrative Office: 2001 Market Street, Suite 1500, Philadelphia, PA 19103
800-351-7500
Home Office: Chicago, IL

PROPOSED OWNER INFORMATION

Name: _____ ❒ Male ❒ Female ❒ Trust Birth/Trust Date: _____
Last First M.I. (If Trust, provide first and last page of Trust document)
Address: _____
SSN/TIN: _____ Telephone: _____ Email: _____
If Owner, or Joint Owner is/are persons and not U.S. citizens, explain residency in Special Remarks Section

PROPOSED JOINT OWNER INFORMATION (Non-qualified only)

Name: _____ ❒ Male ❒ Female ❒ Trust Birth/Trust Date: _____
Last First M.I. (If Trust, provide first and last page of Trust document)
Address: _____
SSN/TIN: _____ Telephone: _____ Email: _____

PROPOSED ANNUITANT INFORMATION (Complete only if different than Owner)

Name: _____ ❒ Male ❒ Female Birth Date: _____
Last First M.I.
Address: _____
SSN: _____ Telephone: _____ Email: _____

PROPOSED JOINT ANNUITANT INFORMATION (Non-qualified only)

Name: _____ ❒ Male ❒ Female Birth Date: _____
Last First M.I.
Address: _____
SSN: _____ Telephone: _____ Email: _____

BENEFICIARY INFORMATION (Complete all fields)

Primary Beneficiary Percent of Benefit: _____
Name: _____ ❒ Male ❒ Female ❒ Trust Birth/Trust Date: _____
Last First M.I. (If Trust, provide first and last page of Trust document)
Address: _____
SSN/TIN: _____ Relationship to Owner: _____

❒ **Primary Beneficiary** ❒ **Contingent Beneficiary** Percent of Benefit: _____
Name: _____ ❒ Male ❒ Female ❒ Trust Birth/Trust Date: _____
Last First M.I. (If Trust, provide first and last page of Trust document)
Address: _____
SSN/TIN: _____ Relationship to Owner: _____

❒ **Primary Beneficiary** ❒ **Contingent Beneficiary** Percent of Benefit: _____
Name: _____ ❒ Male ❒ Female ❒ Trust Birth/Trust Date: _____
Last First M.I. (If Trust, provide first and last page of Trust document)
Address: _____
SSN/TIN: _____ Relationship to Owner: _____

❒ **Primary Beneficiary** ❒ **Contingent Beneficiary** Percent of Benefit: _____
Name: _____ ❒ Male ❒ Female ❒ Trust Birth/Trust Date: _____
Last First M.I. (If Trust, provide first and last page of Trust document)
Address: _____
SSN/TIN: _____ Relationship to Owner: _____

❒ **Primary Beneficiary** ❒ **Contingent Beneficiary** Percent of Benefit: _____
Name: _____ ❒ Male ❒ Female ❒ Trust Birth/Trust Date: _____
Last First M.I. (If Trust, provide first and last page of Trust document)
Address: _____
SSN/TIN: _____ Relationship to Owner: _____

Identify any additional beneficiaries in the Special Remarks section of the application.

ANNUITY PLAN INFORMATION

Fixed Rate Deferred Annuity Plans:

❒ Apollo-MVA ❒ Apollo-SP ❒ Eleos-MVA ❒ Eleos-SP ❒ Argus-MVA ❒ Argus-SP

❒ Elektra 579 ❒ Elektra 6810 Elektra Guarantee Period: _____ Years

Equity Index Deferred Annuity Plans:

❒ Keystone Index - 5 Year ❒ Keystone Index - 7 Year ❒ Keystone Index - 10 Year

Premium Allocation (Enter premium strategy allocation in whole percentage amounts, total must equal 100%)

Strategy	Index	Allocation %
Fixed Interest	N/A	%
Annual Point to Point – Capped	S&P 500	%
Annual Point to Point – Participation Rate	S&P 500	%
Annual Monthly Average – Capped	S&P 500	%
Annual Monthly Average – Participation Rate	S&P 500	%
	Total:	**100%**

Immediate Annuity Plans: Plan: _____ Benefit Amount: _____ Mode: _____

Annuity Type: ❒ Non-qualified ❒ IRA ❒ Roth-IRA ❒ Other: _____

PAYMENT: ❒ Check $ _____ ❒1035 Exchange ❒ IRA Contribution ❒ IRA Rollover ❒ IRA Transfer ❒ Roth-IRA

Total Estimated Amount of Exchange/Rollover/Transfer: $ _____

If IRA or Roth-IRA Contribution indicate tax year and premium Tax Year: _____ Premium: _____

MARKET VALUE ADJUSTMENT (Must be Completed for ALL MVA & Elektra Plans)

❒ I understand the policy applied for *"Does"* include a market value adjustment provision that may result in the surrender value being increased or decreased subject to a Market Value Adjustment for the period specified in the contract

REPLACEMENT INFORMATION (Must be completed even if no replacement is occurring)

Do you currently have any existing individual life insurance policies or annuity contracts? ❒ Yes ❒ No

Will this contract replace any life insurance policy or annuity contract in this or any other company? ❒ Yes ❒ No

(If "Yes", please identify each policy or contract, the issuing Company and the Value Below)

Company	Policy/Contract#

If more than Four, please complete a separate sheet with this information and return with this application.

SYSTEMATIC WITHDRAWAL REQUEST

Complete if requesting a systematic withdrawal. Please process a systematic withdrawal from my contract (choose one)

Flat Withdrawal Amount: $ _____ ❒ Interest Only Other: _____

Withdrawal Mode: ❒ Monthly ❒ Quarterly ❒ Semi-Annual ❒ Annual

Payment Method: ❒ Check ❒ ACH Transfer (for ACH Transfer, complete authorization on page 4)

Withdrawals may be subject to a Market Value Adjustment and/or Surrender Charges. Refer to your contract for details.

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER

The Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider is only available if the Owner (or Annuitant if the Owner is other than a natural person) would be age 50 or older on the contract date of issue. The GLWB Rider is available for qualified or non-qualified contracts.

The Joint Guaranteed Lifetime Withdrawal Benefit (Joint GLWB) Rider is only available to legal spouses where the youngest spouse would be age 50 or older on the contract date of issue and (a) in the case of a non-qualified contract, either (i) the spouses are Joint Owners and Joint Annuitants or (ii) one spouse is the sole Owner and the other is the sole Primary Beneficiary or (b) in the case of a qualified contract, one spouse is the sole Owner and the other is the sole Primary Beneficiary.

Please select the GLWB Rider or the Joint GLWB Rider, if either is desired, by checking the appropriate box to the right. ❒ GLWB Rider ❒ Joint GLWB Rider

SPECIAL REQUESTS/HOME OFFICE ENDORSEMENT

(Not to be used where prohibited by Statute or Insurance Department ruling)

_____

_____

_____

_____

_____

FRAUD WARNING NOTICE: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

It is represented that all statements and answers made in this application are full, complete and true and IT IS AGREED THAT all such statements and answers are adopted by and are binding on the proposed Contract Owner and shall form the basis for any such proposed Annuity Contract issued by the Company. IT IS AGREED THAT the annuity applied for, shall not take effect until the later of the later of the Date of Issue of the Contract and receipt by the Company of the payment required thereon, and receipt by the Company of the payment required thereon, and that acceptance by the proposed Contract Owner of any Contract issued on the basis of this application shall constitute ratification of any and all changes noted by the Company in the space entitled “Home Office Endorsement” except that any change as to amount, plan of annuity, birth date, or benefit, shall be made only with the written consent of the applicant(s).

IT IS UNDERSTOOD AND AGREED THAT no person, except the President, a Vice President or the Secretary of the Company has the authority to determine whether any Contract shall be issued on the basis of this application to waive or modify any of the provisions of this application or any of the Company’s requirements, to bind the Company by any statement or promise pertaining to any Contract issued or to be issued on the basis of this application, or to accept any information or representation not contained in this written application.

TAXPAYER CERTIFICATION: Under penalties of perjury, I certify that

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because (**a**) I am exempt from backup withholding, or (**b**) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (**c**) the IRS has notified me that I am no longer subject to backup withholding.

OWNER/JOINT OWNER SIGNATURE

Signed at (City, State): _____ Date: _____

Owner Signature: _____

Joint Owner Signature: _____

AGENT SIGNATURE

(1) To the best of my knowledge, this application: ❒ “does replace or change” ❒ “does not replace or change” existing life insurance or annuities. When replacement is involved, please complete and return state replacement forms where applicable.

(2) I attest that I have truthfully and accurately recorded on the application the information supplied by the Owner and personally witnessed all signatures.

(3) If this Applicant/Owner is subject to a Suitability in Annuity Transaction law or other applicable suitability regulation,and I have recommended this purchase; (a) I have reasonable grounds to for believing that the recommendation is suitable based on the information obtained regarding financial status, tax status and investment objectives, and (b) I will maintain the documentation used for this recommendation for five (5) years..

Agent Signature: _____

Agent Name (Printed): _____

Agent Code: _____ **License # (FL):** _____

Telephone #: _____ Email: _____

Commission Split: ❒ Yes ❒ No (If yes): Agent Code: _____ _____% Agent Code: _____ _____%

Agent Remarks: _____

Mailing Instructions: Send Completed and Signed Documents to:

Regular Mail:
Reliance Standard Life
P.O. Box 8500-2330
Philadelphia, PA 19178-2330

Via Overnight Delivery:
Wachovia Bank
Reliance Standard Life Insurance
Company- Lockbox #2330
104 North Independence Mall East[41]
Philadelphia, PA 19106

ACH AUTHORIZATION

I hereby authorize Reliance Standard Life Insurance Company and the financial institution(s) named below, to initiate credit entries and, if necessary, debit entries for any credit entries in error to my account indicated below. This authority is to remain in full force and affect until written notification from me of its termination has been received, or until such time that my annuity policy is no longer in force. I understand that new applications and/or changes to bank or account information may take up to 4 weeks to go into effect. Payments will be made via check during this time.

Name		
Signature		Date
❑ Checking ❑ Savings		
Account Number		
Depository Name		Branch
City	State	Zip Code
Bank Transit Number/ABA Number		

If deposits are being made to a Checking Account, please attach a **VOIDED CHECK** that will provide us with your financial institutions account and routing numbers.

If using a checking account

Attach Voided Check Here

Statement of Variability

Item	Variability
Accumulation Period	The Accumulation Period will vary between 1 and 30 years. It will be specified in each contract and cannot change once the contract is issued.
Accumulation Rate	The Accumulation Rate will vary between 1% and 10%. It will be specified in each contract and cannot change once the contract is issued.
Fixed Rate Strategy Reduction Percentage	The Fixed Rate Strategy Reduction Percentage will vary between 0% and 30%. It will be specified in each contract and cannot change once the contract is issued.
Withdrawal Benefit Charge Rate	The Withdrawal Benefit Charge Rate will vary between ~~.0~~0% and ~~T~~the Maximum Withdrawal Benefit Charge Rate (see below). It may be changed annually at the beginning of a contract year.
Maximum Withdrawal Benefit Charge Rate	The Maximum Withdrawal Benefit Charge Rate will vary between ~~.0~~0% and 2.00%. It will be specified in each contract and cannot change once the contract is issued.
Minimum Waiting Period	This Minimum Waiting Period will vary from 1 to 5 years. It will be specified in each contract and cannot change once the contract is issued.
Annual Withdrawal Limit Percentage	The Annual Withdrawal Limit Percentage will vary based on specified age ranges. Such~~The~~ percentage~~s~~ will not be less than 1% and the lowest age specified~~on the chart~~ will not be below age 60. The age ranges and their ~~It~~corresponding percentages will be specified in each contract and cannot change once the contract is issued.

Name of Company: RELIANCE STANDARD LIFE INSURANCE COMPANY

This is to certify that the forms on the attached list (or as described in submission letter) have obtained the score indicated by the Flesch reading ease method.

A. Option Selected

___1. Policy and its related forms are scored for the Flesch reading ease test as one unit and the combined score is ___.

_X_2. Policy and its related forms are scored separately for the Flesch reading ease test. Scores for the policy and each form are:

Form Number	Form	Flesch Score
RSL-8354-0807	Guaranteed Lifetime Withdrawal Benefit Rider	51
RSL-8355-0807	Guaranteed Lifetime Withdrawal Benefit Rider	50

B. Test Option Selected

_X_ 1. Test was applied to entire policy form(s).

___ 2. Test was applied on sample basis. Form(s) contain(s) more than 10,000 words. Copy of form(s) enclosed indicating word samples tested.

C. Standards of Certification

A Checked block indicates the standard has been achieved.

_X_ 1. The policy text achieves a minimum score of 45 on the Flesch reading ease test in accordance with the option chosen in Section A above.

_X_ 2. It is printed in not less than ten point type, one point leaded. (This does not apply to specifications pages, schedules and tables.)

_X_ 3. The layout and spacing of the policy separates the paragraphs from each other and from the border of the paper.

_X_ 4. The section titles are captioned in bold face or otherwise stand out, significantly from the text.

_X_ 5. Unnecessarily long, complicated or obscure words, sentences, paragraphs or constructions are not used in the policy.

_X_ 6. The style, arrangement and overall appearance of the policy give no undue prominence to any portion of the policy or to any endorsements or riders.

_X_ 7. A table of contents or an index of the principal sections is included in the policy. (This applies only if the policy has more than 3,000 words or consists of more than 3 pages.)

Charles Denaro

Officer's Name
Charles Denaro

Vice President, Secretary and Deputy General Counsel
Officer's Title

Date: November 28, 2007

FGILH-0687

Reliance Standard Life Insurance Company
Actuarial Memorandum
Guaranteed Lifetime Withdrawal Benefit Rider
Contract Form: RSL-8354-0807

Description of Benefits

This benefit is added, at the purchaser's option, to indexed deferred annuity contracts. Its basic benefit is the provision of a guaranteed dollar amount that can be withdrawn during each contract year (referred to as the Annual Withdrawal Limit), regardless of the account value balance in the underlying annuity, during the life of the Determining Person. This limit is the product of the Guaranteed Withdrawal Base and the Annual Withdrawal Limit Percentage. The basic operation of the benefit during the Pre-Withdrawal Phase, Withdrawal Phase, and Guaranteed Lifetime Income Status is described below.

Pre-Withdrawal Phase

The Pre-Withdrawal Phase is the period from purchase to the first withdrawal that occurs after the expiration of any Waiting Period, unless an election is made by the owner at the time of such withdrawal to continue the Pre-Withdrawal Phase. The Waiting Period is defined in the rider and generally will be the later of one year and the attainment of age 60.

At the time the underlying annuity is issued, the Guaranteed Withdrawal Base is set equal to the premium paid, subject to the following paragraph. The Pre-Withdrawal Phase begins with the Accumulation Period, which is stated in the Rider Data Table and which currently is a maximum of ten years. During the Accumulation Period, the Guaranteed Withdrawal Base is increased annually by a percentage specified in the Rider Data Table until the first withdrawal is made after the Waiting Period. The annual increase percentage currently is 4%. Any withdrawals during this period will reduce the Guaranteed Withdrawal Base by the same percentage as the withdrawal reduced the Annuity Value.

For purposes of computing the Guaranteed Withdrawal Base, amounts allocated to the fixed rate strategy in the underlying annuity are recognized at a reduced amount, such reduction being specified by the Fixed Rate Strategy Reduction Percentage, which is shown in the Rider Data Table. For purposes of such computation, any transfers from the index strategies to the fixed strategy will be reduced by this percentage and transfers from the fixed rate strategy to the index strategies will be increased by this percentage. The current percentage is 10%.

Withdrawal Phase

The Withdrawal Phase begins with the first withdrawal after the Waiting Period, subject to the opportunity to defer discussed above. At that time, the Guaranteed Withdrawal

Base is set equal to the greater of the current Annuity Value of the underlying annuity and the most recent Guaranteed Withdrawal Base.

The Annual Withdrawal Limit is the product of the Guaranteed Withdrawal Base and the Annual Withdrawal Limit Percentage. This percentage is based on the attained age of the Determining Person at the time of the withdrawal that begins the Withdrawal Phase. The Annual Withdrawal Limit Percentages for all ages are shown in the Rider Data Table. Once set at the time of the first withdrawal, the percentage will not change. The current percentages, by applicable attained age, are as follows:

Attained Age	Annual Withdrawal Limit Percentage
60-64	5.0%
65-69	5.5%
70-74	6.0%
75-79	6.5%
80-84	7.0%
85-89	7.5%
90 and over	8.0%

The Annual Withdrawal Limit will change if the Guaranteed Withdrawal Base changes. On each contract anniversary, the Guaranteed Withdrawal Base will be increased to the Annuity Value if it is greater. Any transfers between the indexed strategies and the fixed rate strategy will be adjusted by the Fixed Rate Strategy Reduction Percentage, as discussed above. Any withdrawals in excess of the Annual Withdrawal Limit will reduce the Guaranteed Withdrawal Base by the same percentage as the excess bears to the Annuity Value.

Guaranteed Lifetime Income Status

If annual withdrawals not exceeding the Annual Withdrawal Limit exhaust the Annuity Value, Guaranteed Lifetime Income Status will begin. The Annual Withdrawal Limit will continue at the same amount as it was at the time the Annuity Value became zero. Payments equal to the Annual Withdrawal Limit will be made for the remaining lifetime of the Determining Person.

Maturity Date Provisions

At the maturity date of the annuity, if the benefit is not in Guaranteed Lifetime Income Status, the Annual Withdrawal Limit will be a floor for any life-only annuitization option. If the benefit is in Guaranteed Lifetime Income Status, annual payments equal to the Annual Withdrawal Limit will continue for the remainder of the Determining Person's life.

Withdrawal Benefit Charges

The Withdrawal Benefit Charge is deducted in arrears on the last day of each Contract Year as a percentage of the Guaranteed Withdrawal Base. The initial rate is shown in the Rider Data Table. The rate may be changed, and the maximum rate is also shown in the Rider Data Table. The charge ceases upon attainment of Guaranteed Lifetime Income Status. Such charge will no event reduce the amount of the Minimum Contract Value provided for in the underlying annuity.

Termination

This rider may be terminated on any anniversary beginning with the tenth anniversary.

Compliance with Standard Nonforfeiture Law

This rider provides ancillary benefits to the underlying annuity that complies with the Standard Nonforfeiture Law for Individual Deferred Annuities. It does not provide any additional nonforfeiture benefits.

Reserves

All of the guaranteed streams of the benefit associated with this rider will be recognized as integrated benefit streams in the Actuarial Guidelines 35 & 33 calculations used to determine the reserve for the contract to which this rider is attached. There is currently no specific regulatory guidance provided for setting statutory reserves for this type of benefit, but reserves will be adjusted to any basis that develops. It is expected that this type of benefit will be subject to the same requirements as living benefits on variable annuities, although on a stand-alone basis.

Hedging

The risks inherent in this benefit are put-based as opposed to the risks in the underlying annuity, which are call-based. Consequently, there may be some offsetting risk. Additionally, the risks of this benefit are deferred and require no immediate hedging. The risks in this rider will be closely monitored and the appropriate hedging strategy will be implemented to account for these risks when necessary.

Prepared by

Rosemary T. Barton

Rosemary Barton, ASA, MAAA
Actuary
Reliance Standard Life Insurance Company

November 20, 2007

RELIANCE STANDARD
Life Insurance Company

2001 Market Street, Suite 1500
Philadelphia, PA 19103
(800) 351-7500

December 10, 2007

Mr. Joe Musgrove
Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

NAIC NO: 07468381

Attention: Joe Musgrove

Re: **Reliance Standard Life Insurance Company**
Guaranteed Lifetime Withdrawal Benefit Riders and Application
Forms: RSL-8354-0807
RSL-8355-0807
RSL-8357-1107

The Guaranteed Lifetime Withdrawal Benefit Riders are new and will not replace any previously approved forms. Form RSL-8354-0807 is a rider that guarantees, subject to its terms and conditions, that the contract owner may make annual withdrawals in an aggregate amount up to the Annual Withdrawal Limit over their lifetime (or the lifetime of the annuitant if the contract is owned by a non-natural person), even if the annuity value were to be entirely depleted. Form RSL-8355-0807 is a rider, available only to legal spouses that are either joint owners and joint annuitants or where one spouse is the owner and the other spouse the sole primary beneficiary), that guarantees, subject to its terms and conditions, that the contract owner may make annual withdrawals in an aggregate amount up to the Annual Withdrawal Limit over the lives of both covered spouses, even if the annuity value were to be entirely depleted.

The riders will be issued with contract form RSL-8344-0107, which was approved by the Department on 09/17/07. The contract applicant will have the option to request one of the riders at time of application. The riders cannot be added after the contract is issued.

Application form RSL-8357-1107 replaces application form RSL-8351-0107, which was approved by the Department on 09/17/07. The application was revised by adding a section which allows the applicant to add one of the riders described above.

Respectfully submitted,
Debra A. Dorsett
Reliance Standard Life Insurance Company
Phone: 267-256-4713

Rate Information

Rate data does NOT apply to filing.

Supporting Document Schedules

Review Status:

Bypassed -Name: Certification/Notice 12/07/2007

Bypass Reason: Readability Certification attached
Other applicable requirements satisfied with Policy filing.

Comments:

Review Status:

Satisfied -Name: Application 12/07/2007

Comments:

Application used with Riders already attached.

Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Filing Letter	12/10/2007	Letter.pdf

RELIANCE STANDARD
Life Insurance Company

2001 Market Street, Suite 1500
Philadelphia, PA 19103
(800) 351-7500

December 10, 2007

Honorable Linda Hall
Director of Insurance
Division of Insurance
Department of Community and Economic Development
9th Floor State Office Building
333 Willoughby Avenue 99801
Juneau, Alaska 99811-0805

NAIC NO: 07468381

Attn: Mae Gabor

Re: **Reliance Standard Life Insurance Company**
Guaranteed Lifetime Withdrawal Benefit Riders and Application
Forms: RSL-8354-0807
RSL-8355-0807
RSL-8357-1107

Dear Ms. Gabor:

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267-256-4713