

SERFF Tracking Number: AEGA-125738758 State: Arkansas  
Filing Company: Western Reserve Life Assurance Co. of Ohio 00 State Tracking Number: 39676  
Company Tracking Number: RGMB 34 0708  
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable  
Product Name: RGMB 34 0708  
Project Name/Number: Flexible Premium Variable Annuity Rider/RGMB 34 0708

## Filing at a Glance

Company: Western Reserve Life Assurance Co. of Ohio 00  
Product Name: RGMB 34 0708 SERFF Tr Num: AEGA-125738758 State: ArkansasLH  
TOI: A02.11 Individual Annuities- Deferred Non- SERFF Status: Closed State Tr Num: 39676  
Variable and Variable  
Sub-TOI: A02.11.002 Flexible Premium Co Tr Num: RGMB 34 0708 State Status: Approved-Closed  
Filing Type: Form Co Status: Reviewer(s): Linda Bird  
Author: Laurie Jaeger Disposition Date: 07/24/2008  
Date Submitted: 07/18/2008 Disposition Status: Approved  
Implementation Date Requested: On Approval Implementation Date:  
State Filing Description:

## General Information

Project Name: Flexible Premium Variable Annuity Rider Status of Filing in Domicile: Pending  
Project Number: RGMB 34 0708 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: 07/24/2008 Deemer Date:  
State Status Changed: 07/24/2008  
Corresponding Filing Tracking Number:  
Filing Description:  
State of Arkansas  
Department of Insurance  
1200 West Third Street  
Little Rock, AR 72201-1904

Attn: Policy Examination Division (Life & Annuity)

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Re: Western Reserve Life Assurance Co. of Ohio

NAIC # 468 - 91413

RGMB 34 0708 – Flexible Premium Variable Annuity Rider

SERFF Tracking Number - AEGA-125738758

Dear Sir or Madam:

Please find attached the above referenced rider for your review and approval. This is a new form and is not intended to replace any form previously approved by your Department. This is an optional rider for use with in-force and new issues of our Variable Annuity portfolio approved by your Department.

This rider offers a Guaranteed Lifetime Withdrawal Benefit and Nursing Care Option that is available to the policyholder when they purchase this rider. The policyholder has the option to elect additional features on this rider as outlined on the cover sheets and statements of variability included with this filing. We have started with a base rider that provides a Guaranteed Lifetime Withdrawal Benefit and have attached cover sheets to various versions of the rider that outline the language that varies dependent solely upon the features the policyholder elects. We have also attached statements of variability that outline the items that are bracketed.

Please note the paper and font of the attached rider print may change in the future. You have our assurances the form will contain the same language as approved by your Department.

We would appreciate your review and approval of this form.

Sincerely,

Western Reserve Life Assurance Co. of Ohio

Laurie Jaeger

Filing Analyst II

FMG Regulatory Filing Unit

SERFF Tracking Number: AEGA-125738758 State: Arkansas  
 Filing Company: Western Reserve Life Assurance Co. of Ohio 00 State Tracking Number: 39676  
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 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium  
 Variable and Variable  
 Product Name: RGMB 34 0708  
 Project Name/Number: Flexible Premium Variable Annuity Rider/RGMB 34 0708

Phone: 319/355-6813  
 Fax: 319/355-6820  
 Email: ljaeger@aegonusa.com

P.S. This form was approved by Ohio, our home state, on \_\_\_\_\_, or is concurrently submitted.

## Company and Contact

### Filing Contact Information

Laurie Jaeger, Forms Filing Analyst II ljaeger@aegonusa.com  
 4333 Edgewood Road, NE (319) 355-6813 [Phone]  
 Cedar Rapids, IA 52499 (319) 355-6820[FAX]

### Filing Company Information

Western Reserve Life Assurance Co. of Ohio CoCode: 91413 State of Domicile: Ohio  
 00  
 366 East Broad Street Group Code: 468 Company Type:  
 Columbus, OH 43215 Group Name: State ID Number:  
 (727) 299-1800 ext. [Phone] FEIN Number: 43-1162657  
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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$50.00  
 Retaliatory? Yes  
 Fee Explanation: \$50.00 X 1 Rider  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Western Reserve Life Assurance Co. of Ohio 00	\$50.00	07/18/2008	21490970

SERFF Tracking Number: AEGA-125738758 State: Arkansas  
Filing Company: Western Reserve Life Assurance Co. of Ohio 00 State Tracking Number: 39676  
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Variable and Variable  
Product Name: RGMB 34 0708  
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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	07/24/2008	07/24/2008

SERFF Tracking Number: AEGA-125738758 State: Arkansas  
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Product Name: RGMB 34 0708  
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## Disposition

Disposition Date: 07/24/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AEGA-125738758 State: Arkansas  
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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	Statements of Variability		Yes
Form	Flexible Premium Variable Annuity Rider		Yes

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## Form Schedule

### Lead Form Number:

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	RGMB 34 0708	Policy/Cont	Flexible Premium ract/Fratern Variable Annuity al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		52	riders.pdf

## **GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER**

This rider is issued as a part of the policy (contract) to which it is attached.

All provisions of the policy that do not conflict with this rider apply to this rider. In the event of any conflict between the provisions of this rider and the provisions of the policy, the provisions of this rider shall prevail over the provisions of the policy.

### **Rider Data Specification**

Policy Number:	[12345]
Rider Date:	[07/01/2008]
Growth Rate Percentage:	5.00%
Initial Rider Fee Percentage:	0.90%
Annuitant:	JOHN DOE
Annuitant's Issue Age/Sex:	[35 / MALE]

### **ARTICLE I**

**You may cancel this rider before midnight of the thirtieth calendar day after you received it and no rider fees will be assessed.**

This rider will terminate upon the annuitant's death, if you surrender your policy, elect to upgrade (as described in Article III of this rider), or elect to receive annuity payments under your policy. This rider will also terminate if the policy to which this rider is attached, is assigned or if the owner is changed without our approval. You can terminate this rider within [30] days after the [fifth] rider anniversary and every [fifth] rider anniversary thereafter. Termination of the rider will result in the loss of all benefits provided by the rider.

If you elect this rider, 100% of your policy value must be in one or more of the designated funds. You can generally transfer between the designated funds as permitted under your policy; however, you cannot make transfers as provided for in the policy to a non-designated fund while this rider is in force. If you wish to make a transfer to a non-designated fund, this rider must be terminated, as described above, prior to making the transfer.

A rider fee will be deducted on each rider anniversary and upon rider termination as described below.

### **DEFINITIONS:**

Terms used that are not defined in this rider shall have the same meaning as those in your policy.

### **Designated Funds**

Investment options authorized for use with this rider and identified by us as designated funds.

**ARTICLE I CONTINUED**

**Excess Withdrawal**

The excess of a gross partial withdrawal over the rider withdrawal amount remaining prior to the withdrawal, if any.

**Gross Partial Withdrawal**

The amount which will be deducted from your policy value as a result of each partial withdrawal.

**Rider Anniversary**

The anniversary of the rider date.

**Rider Fee**

The rider fee is the rider fee percentage multiplied by the withdrawal base at the time the fee is deducted. This amount will change if the withdrawal base changes. The rider fee percentage will not change during the first five rider years, and will only change thereafter due to an automatic step-up. You will be notified of any increase in the rider fee percentage. This fee will be deducted from each investment option in proportion to the amount of policy value in that investment option on each rider anniversary prior to any increase in the withdrawal base. A portion of this fee will also be deducted when the rider is terminated based on the number of days that have elapsed since the previous rider anniversary.

**Rider Monthiversary**

The same day of the month as the rider date. For months not containing that day, we will use the first day of the following month.

**Rider Withdrawal Amount**

The total amount that can be withdrawn from the policy each rider year without reducing the withdrawal base. This amount will change if the withdrawal base changes.

**Rider Year**

Each twelve-month period following the rider date.

**Withdrawal Base**

The amount used to calculate the rider withdrawal amount and the rider fee. This amount cannot be taken as a lump sum.

**ARTICLE II**

**GUARANTEED LIFETIME WITHDRAWAL BENEFIT**

Under this rider, we guarantee that you can withdraw up to the rider withdrawal amount each rider year, regardless of the policy value, until the annuitant's death.

The withdrawal percentage is determined by the attained age (age at last birthday) of the annuitant at the time of the first withdrawal of any amount from the policy value taken on or after the rider anniversary following the annuitant's [59th] birthday. Once the withdrawal percentage is established, it may only be changed by an upgrade and redetermined at that time. The withdrawal percentages are shown in the table below.

<u>Attained Age</u>	<u>Withdrawal Percentage</u>
[ 0 - 58 ]	[ 0.0% ]
[ 59 - 69 ]	[ 5.0% ]
[ 70 - 79 ]	[ 6.0% ]
[ 80 + ]	[ 7.0% ]

If the annuitant is not yet [59] on the rider date, the withdrawal percentage will be zero until the rider anniversary following the annuitant's [59th] birthday. Withdrawals prior to age 59 1/2 will be subject to the 10% penalty tax.

Withdrawals will reduce the policy value of the policy to which this rider is attached. If the policy value equals zero, you cannot make subsequent premium payments and all other policy features, benefits and guarantees are no longer available. Withdrawals guaranteed by this rider can be continued by selecting an amount and frequency in accordance with the policy provisions to which this rider attaches. Once the payment amount and frequency are established, they cannot be changed and no additional withdrawals will be allowed.

## **ARTICLE II CONTINUED**

### **ISSUE AGE AND SURVIVAL**

The benefits under this rider depend on the annuitant being alive at the time of withdrawal and the amount of the benefit depends on the issue age of the annuitant. Proof of survival and the issue age may be required by the Company.

If the annuitant's age has been misstated, this rider's fees and benefits will be adjusted to the amounts which would have been calculated for the correct age. However, if this rider would not have been issued had the age not been misstated, the rider is treated as if it never existed. If withdrawals under the provisions of the rider have already commenced and the misstatement caused the rider withdrawal amount to be overstated, any withdrawal in excess of the correct rider withdrawal amount will be considered an excess withdrawal and will impact the withdrawal base and rider withdrawal amount. If overpayments occurred when the sum of the accumulated values in all the designated funds was zero, the amount of that overpayment will be deducted from one or more future payments until this amount is paid in full.

### **RIDER WITHDRAWAL AMOUNT**

The rider withdrawal amount will be equal to the greater of 1) and 2), where:

- 1) is the withdrawal percentage multiplied by the withdrawal base;
- 2) is an amount equal to the minimum required distribution amount. Prior to the 1st rider anniversary, this amount is based on the initial policy value on the rider date. After this time, the minimum required distribution is calculated based on the rules established by the IRS. The minimum required distribution may only be used if all of the following are true:
  - A) the policy to which this rider is attached is a tax-qualified policy for which IRS minimum required distributions are required,
  - B) the minimum required distributions do not start prior to the annuitant's attained age 70 1/2,
  - C) the minimum required distributions are based on either the Uniform Lifetime table or the Joint Life and Last Survivor Expectancy table,
  - D) the minimum required distributions are based on age of the living annuitant. The minimum required distributions can not be based on the age of someone who is deceased,
  - E) the minimum required distributions are based only on the policy to which this rider is attached, and
  - F) the minimum required distributions are only for the current rider year. Amounts carried over from past rider years are not considered.

If any of the above are not true, then 2) is equal to zero and it is not available as a rider withdrawal amount.

If you withdraw less than the rider withdrawal amount in a rider year, the unused portion cannot be carried over to the next rider year.

### **WITHDRAWAL BASE**

The withdrawal base is used to calculate the rider withdrawal amount. On the rider date, the initial withdrawal base is equal to the policy value (less any premium enhancements if the rider is added in the first policy year). During any rider year, the withdrawal base is increased by subsequent premium payments (less any premium enhancements), and is reduced for excess withdrawals.

On each rider anniversary, the withdrawal base will be set to the greatest of:

- 1) The current withdrawal base;
- 2) The policy value on the rider anniversary;
- 3) The highest policy value on a rider [monthiversary]; or
- 4) The current withdrawal base immediately prior to anniversary processing increased by the growth rate percentage.

Item 3) above will be zero if there have been any excess withdrawals in the current rider year. Item 4) above will be zero after the [10th] rider anniversary or if there have been any withdrawals in the current rider year.

## ARTICLE II CONTINUED

### DOUBLE WITHDRAWAL BASE BENEFIT

If no withdrawals have been made 1) during the first [10] rider years or 2) before the anniversary following the annuitant attaining age [67] whichever is the later, the withdrawal base on that rider anniversary will be the greater of:

- 1) The withdrawal base as calculated in 1-4 above; or
- 2) The withdrawal base on the rider date plus any premiums received within 90 days of the rider date multiplied by 2.

### AUTOMATIC STEP-UP FEATURE

The rider receives an automatic step-up on the rider anniversary if the withdrawal base is set equal to the policy value or the highest policy value on a rider [monthiversary]. This feature does not require the termination of the existing rider. This rider will continue with the same rider date and features. The rider fee percentage may be changed due to an automatic step-up, but there will be no increase in the rider fee percentage during the first [five] rider years. Following the [fifth] rider anniversary, the rider fee percentage may be increased due to an automatic step-up, but will not increase more than [0.75%] from the initial rider fee percentage shown on page 1.

You have the right to reject an automatic step-up within [30] days following a rider anniversary, if the rider fee percentage increases. If you reject an automatic step-up, you must notify us in a manner which is acceptable to us. Changes as a result of the automatic step-up feature will be reversed. Any increase in the rider fee percentage will also be reversed.

### WITHDRAWAL BASE ADJUSTMENTS

Gross partial withdrawals, taken in a rider year, less than or equal to the rider withdrawal amount will not reduce the withdrawal base. Excess withdrawals will reduce the withdrawal base by the withdrawal base adjustment. The withdrawal base adjustment is the greater of 1) and 2), where:

- 1) is the excess withdrawal amount; and
- 2) is the result of (A multiplied by B), divided by C, where:
  - A) is the excess withdrawal;
  - B) is the withdrawal base prior to the excess withdrawal amount; and
  - C) is the policy value after the rider withdrawal amount has been withdrawn, but prior to the withdrawal of the excess withdrawal amount.

### NURSING CARE OPTION

Definitions applicable to this option:

**Elimination Period** - [180] days within the last [365] days.

**Hospital** - An institution which 1) is operated pursuant to the laws of the jurisdiction in which it is located, 2) operates primarily for the care and treatment of sick and injured persons on an inpatient basis, 3) provides 24-hour nursing service by or under the supervision of registered graduate professional nurses, 4) is supervised by a staff of one or more licensed physicians, and 5) has medical, surgical and diagnostic facilities or access to such facilities.

**ARTICLE II CONTINUED**

**Medical Necessity** - Confinement prescribed by a physician based on the individual's inability to sustain themselves outside of a hospital or nursing facility due to physical or cognitive ailments.

**Nursing Facility** - A facility, or that part of a facility, which: 1) is licensed to operate pursuant to the laws and regulations of the state in which it is located as a nursing facility or an Alzheimer’s disease facility; and 2) provides care prescribed by a physician and performed or supervised by a registered graduate nurse, in addition to room and board accommodations, 24-hour nursing services, 7 days a week by an on-site Registered Nurse and related services on a continuing inpatient basis; and 3) has a planned program of policies and procedures developed with the advice of, and periodically reviewed by, at least one Doctor; and 4) maintains a clinical record of each patient.

A nursing facility may be either a freestanding facility or a distinct part of a facility such as a ward, wing, unit, or swing bed of a hospital or other institution. If the facility complex to which an insured person is confined consists of wards, wings, floors, units, or swing-beds, the area of the facility in which such insured person is confined must be licensed as a nursing facility and the insured person’s assigned bed must be included as a part of such license.

The term "nursing facility" does not include, for example: 1) a hospital (except as provided above); 2) a rehabilitation hospital, 3) a place which is primarily for treatment of mental or nervous disorders, drug addiction, or alcoholism; 4) a home for the aged; 5) a rest home, community living center, or a place that provides domestic, resident, retirement or educational care; 6) assisted living facilities; 7) personal care homes; 8) residential care facilities; 9) adult foster care facilities; 10) congregate care facilities; 11) family and group assisted living facilities; 12) personal care boarding homes; 13) domiciliary care homes; 14) basic care facilities; or 15) similar facilities.

**Physician** - A Doctor of Medicine or Doctor of Osteopathy who is licensed as such and operating within the scope of the license.

**Waiting Period** - [12] months from the rider date.

If the annuitant is confined, due to a medical necessity, in a hospital or nursing facility and has been so confined for the elimination period, benefits from this option are available provided that the waiting period requirement has been satisfied. The elimination period and waiting period do not need to occur consecutively. The nursing care option provides an increase to the withdrawal percentage (as described in the guaranteed lifetime withdrawal benefit provision of this Article), until the annuitant is no longer confined as described above. The increase in the withdrawal percentage provided by this option will be as follows:

<u>Attained Age at First Withdrawal</u>	<u>Nursing Care Option Increase Percentage</u>
[59+]	[100%]

As an example of the nursing care option benefit, assume that the first withdrawal under the rider was taken at attained age 72 and the applicable withdrawal percentage is 6.0%. If the qualification conditions for this option are met at any later date, then the withdrawal percentage will be increased by the nursing care option increase percentage applicable for attained age 72. The applicable attained age is based on the first withdrawal of any amount from the policy value under the rider itself, and is not based on any withdrawal under the nursing care option, unless that withdrawal is also the first withdrawal of any policy value under the rider itself.

If the nursing care option increase percentage for attained age 72 is 100%, then the nursing care option benefit provides an additional 6.0% to the withdrawal percentage resulting in a total withdrawal percentage of 12.0% while the nursing care option benefit continues to be available.

We will require confirmation of confinement while benefits are being received. Confirmation of confinement must be deemed satisfactory to us. Confirmation of confinement may be a statement from a physician or a hospital or nursing facility administrator and any other information deemed necessary by us to confirm confinement. When confinement has ceased, the withdrawal percentage will be as indicated in the guaranteed lifetime withdrawal benefit provision previously described in this Article. If confinement ceases and the rider remains active, you may re-qualify by satisfying the elimination period requirement and the benefits under this option will be available.

**ARTICLE III**

**CONTINUATION**

In the case of spousal joint owners where one spouse is the annuitant, if the spouse who is not the annuitant dies and the surviving spouse is the sole beneficiary, the surviving spouse may elect to continue the policy and rider. In the case of spousal joint owners where one spouse is the annuitant, if the spouse who is the annuitant dies, this rider will terminate.

In the case of non-spousal joint owners where an owner who is not the annuitant dies, the surviving owner (who is also the sole designated beneficiary) may elect to receive lifetime income payments under this rider instead of receiving any benefits applicable to the policy. The lifetime income payments must begin no later than 1 year after the owner's death and will be equal to the rider withdrawal amount divided by the number of payments made per year. Once the payments begin, no additional premium payments will be accepted and no additional withdrawals will be paid.

**ANNUITIZATION**

On the maximum annuity commencement date, you will have the option to receive lifetime income payments that are no less than your rider withdrawal amount each year. This option will also guarantee that the sum of all income payments received over time will equal or exceed the policy value on the maximum annuity commencement date. If the annuitant should die before the sum of all income payments received equals or exceeds the policy value on the maximum annuity commencement date, the annuitant's beneficiary will receive a final payment equal to the difference.

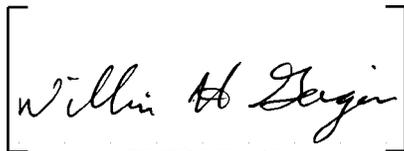
**RIDER UPGRADE**

You may elect, in writing, to upgrade the withdrawal base to the policy value within [30] days after the [fifth] rider anniversary and every [fifth] rider anniversary thereafter, subject to the issue age restrictions on the new rider. If an upgrade is elected, this rider will terminate and a new rider with the same features will be issued with a new rider date. The new rider will have its own growth rate percentage which may be lower than this rider's growth rate percentage. The new rider will have its own rider fee percentage which may be higher than this rider's rider fee percentage.

At the time of upgrade, the rider withdrawal amount will be recalculated based on the new withdrawal base.

The new rider date will be the date the Company receives all information necessary, in a written form acceptable to the Company, to process the upgrade.

Signed for us at our home office.

  
SECRETARY

  
PRESIDENT

## GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER

This rider is issued as a part of the policy (contract) to which it is attached.

All provisions of the policy that do not conflict with this rider apply to this rider. In the event of any conflict between the provisions of this rider and the provisions of the policy, the provisions of this rider shall prevail over the provisions of the policy.

### Rider Data Specification

Policy Number:	12345
Rider Date:	07/01/2008
Growth Rate Percentage:	5.00%
Initial Rider Fee Percentage:	1.05%
Annuitant:	JOHN DOE
Annuitant's Issue Age/Sex:	35 / MALE
Annuitant's Spouse:	JANE DOE
Annuitant's Spouse's Issue Age/Sex:	35 / FEMALE

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### ARTICLE I

**You may cancel this rider before midnight of the thirtieth calendar day after you received it and no rider fees will be assessed.**

This rider will terminate upon the later of the annuitant's or annuitant's spouse's death, if you surrender your policy, elect to upgrade (as described in Article III of this rider), or elect to receive annuity payments under your policy. This rider will also terminate if the policy to which this rider is attached, is assigned or if the owner is changed without our approval. You can terminate this rider within [30] days after the [fifth] rider anniversary and every [fifth] rider anniversary thereafter. Termination of the rider will result in the loss of all benefits provided by the rider.

If you elect this rider, 100% of your policy value must be in one or more of the designated funds. You can generally transfer between the designated funds as permitted under your policy; however, you cannot make transfers as provided for in the policy to a non-designated fund while this rider is in force. If you wish to make a transfer to a non-designated fund, this rider must be terminated, as described above, prior to making the transfer.

The annuitant's spouse as of the rider date is hereafter referred to as the annuitant's spouse. As it pertains to the benefits of this rider, the annuitant's spouse cannot be changed. The annuitant's spouse must be the sole primary beneficiary and/or a joint owner. The only living owners allowed on the policy to which this rider is attached are the annuitant and the annuitant's spouse.

A rider fee will be deducted on each rider anniversary and upon rider termination as described below.

### **DEFINITIONS:**

Terms used that are not defined in this rider shall have the same meaning as those in your policy.

### **Designated Funds**

Investment options authorized for use with this rider and identified by us as designated funds.

**ARTICLE I CONTINUED**

**Excess Withdrawal**

The excess of a gross partial withdrawal over the rider withdrawal amount remaining prior to the withdrawal, if any.

**Gross Partial Withdrawal**

The amount which will be deducted from your policy value as a result of each partial withdrawal.

**Rider Anniversary**

The anniversary of the rider date.

**Rider Fee**

The rider fee is the rider fee percentage multiplied by the withdrawal base at the time the fee is deducted. This amount will change if the withdrawal base changes. The rider fee percentage will not change during the first five rider years, and will only change thereafter due to an automatic step-up. You will be notified of any increase in the rider fee percentage. This fee will be deducted from each investment option in proportion to the amount of policy value in that investment option on each rider anniversary prior to any increase in the withdrawal base. A portion of this fee will also be deducted when the rider is terminated based on the number of days that have elapsed since the previous rider anniversary.

**Rider Monthiversary**

The same day of the month as the rider date. For months not containing that day, we will use the first day of the following month.

**Rider Withdrawal Amount**

The total amount that can be withdrawn from the policy each rider year without reducing the withdrawal base. This amount will change if the withdrawal base changes.

**Rider Year**

Each twelve-month period following the rider date.

**Withdrawal Base**

The amount used to calculate the rider withdrawal amount and the rider fee. This amount cannot be taken as a lump sum.

**ARTICLE II**

**GUARANTEED LIFETIME WITHDRAWAL BENEFIT**

Under this rider, we guarantee that you can withdraw up to the rider withdrawal amount each rider year, regardless of the policy value, until the annuitant's or the annuitant's spouse's death, whichever is later.

The withdrawal percentage is determined by the attained age (age at last birthday) of the younger of the living spouses at the time of the first withdrawal of any amount from the policy value taken on or after the rider anniversary following the younger of the living spouse's<sup>[59th]</sup> birthday. Once the withdrawal percentage is established, it may only be changed by an upgrade and redetermined at that time. The withdrawal percentages are shown in the table below.

<u>Attained Age</u>	<u>Withdrawal Percentage</u>								
<table border="1" style="border-collapse: collapse; width: 60px; height: 60px;"> <tr><td style="padding: 2px;">0 - 58</td></tr> <tr><td style="padding: 2px;">59 - 69</td></tr> <tr><td style="padding: 2px;">70 - 79</td></tr> <tr><td style="padding: 2px;">80 +</td></tr> </table>	0 - 58	59 - 69	70 - 79	80 +	<table border="1" style="border-collapse: collapse; width: 60px; height: 60px;"> <tr><td style="padding: 2px;">0.0%</td></tr> <tr><td style="padding: 2px;">4.5%</td></tr> <tr><td style="padding: 2px;">5.5%</td></tr> <tr><td style="padding: 2px;">6.5%</td></tr> </table>	0.0%	4.5%	5.5%	6.5%
0 - 58									
59 - 69									
70 - 79									
80 +									
0.0%									
4.5%									
5.5%									
6.5%									

If the younger of the annuitant and the annuitant's spouse is not yet<sup>[59]</sup> on the rider date, the withdrawal percentage will be zero until the rider anniversary following the younger of the living spouse's<sup>[59th]</sup> birthday. Withdrawals prior to age 59 1/2 will be subject to the 10% penalty tax.

Withdrawals will reduce the policy value of the policy to which this rider is attached. If the policy value equals zero, you cannot make subsequent premium payments and all other policy features, benefits and guarantees are no longer available. Withdrawals guaranteed by this rider can be continued by selecting an amount and frequency in accordance with the policy provisions to which this rider attaches. Once the payment amount and frequency are established, they cannot be changed and no additional withdrawals will be allowed.

## **ARTICLE II CONTINUED**

### **ISSUE AGE AND SURVIVAL**

The benefits under this rider depend on the annuitant or annuitant's spouse being alive at the time of withdrawal and the amount of the benefit depends on the issue age of the annuitant and annuitant's spouse. Proof of survival and the issue ages may be required by the Company.

If the younger of the spouses' ages has been misstated, this rider's fees and benefits will be adjusted to the amounts which would have been calculated for the correct age. However, if this rider would not have been issued had the age not been misstated, the rider is treated as if it never existed. If withdrawals under the provisions of the rider have already commenced and the misstatement caused the rider withdrawal amount to be overstated, any withdrawal in excess of the correct rider withdrawal amount will be considered an excess withdrawal and will impact the withdrawal base and rider withdrawal amount. If overpayments occurred when the sum of the accumulated values in all the designated funds was zero, the amount of that overpayment will be deducted from one or more future payments until this amount is paid in full.

### **RIDER WITHDRAWAL AMOUNT**

The rider withdrawal amount will be equal to the greater of 1) and 2), where:

- 1) is the withdrawal percentage multiplied by the withdrawal base;
- 2) is an amount equal to the minimum required distribution amount. Prior to the 1st rider anniversary, this amount is based on the initial policy value on the rider date. After this time, the minimum required distribution is calculated based on the rules established by the IRS. The minimum required distribution may only be used if all of the following are true:
  - A) the policy to which this rider is attached is a tax-qualified policy for which IRS minimum required distributions are required,
  - B) the minimum required distributions do not start prior to the annuitant's attained age 70 1/2,
  - C) the minimum required distributions are based on either the Uniform Lifetime table or the Joint Life and Last Survivor Expectancy table,
  - D) the minimum required distributions are based on age of the living annuitant or the annuitant's spouse if the annuitant is deceased. The minimum required distributions can not be based on the age of someone who is deceased,
  - E) the minimum required distributions are based only on the policy to which this rider is attached, and
  - F) the minimum required distributions are only for the current rider year. Amounts carried over from past rider years are not considered.

If any of the above are not true, then 2) is equal to zero and it is not available as a rider withdrawal amount.

If you withdraw less than the rider withdrawal amount in a rider year, the unused portion cannot be carried over to the next rider year.

### **WITHDRAWAL BASE**

The withdrawal base is used to calculate the rider withdrawal amount. On the rider date, the initial withdrawal base is equal to the policy value (less any premium enhancements if the rider is added in the first policy year). During any rider year, the withdrawal base is increased by subsequent premium payments (less any premium enhancements), and is reduced for excess withdrawals.

On each rider anniversary, the withdrawal base will be set to the greatest of:

- 1) The current withdrawal base;
- 2) The policy value on the rider anniversary;
- 3) The highest policy value on a rider [monthiversary] or
- 4) The current withdrawal base immediately prior to anniversary processing increased by the growth rate percentage.

Item 3) above will be zero if there have been any excess withdrawals in the current rider year. Item 4) above will be zero after the [10th] rider anniversary or if there have been any withdrawals in the current rider year.

## ARTICLE II CONTINUED

### DOUBLE WITHDRAWAL BASE BENEFIT

If no withdrawals have been made 1) during the first [10] rider years or 2) before the anniversary following the younger of the annuitant or annuitant's spouse attaining age [67] whichever is the later, the withdrawal base on that rider anniversary will be the greater of:

- 1) The withdrawal base as calculated in 1-4 above; or
- 2) The withdrawal base on the rider date plus any premiums received within 90 days of the rider date multiplied by 2.

### AUTOMATIC STEP-UP FEATURE

The rider receives an automatic step-up on the rider anniversary if the withdrawal base is set equal to the policy value or the highest policy value on a rider [monthiversary]. This feature does not require the termination of the existing rider. This rider will continue with the same rider date and features. The rider fee percentage may be changed due to an automatic step-up, but there will be no increase in the rider fee percentage during the first [five] rider years. Following the [fifth] rider anniversary, the rider fee percentage may be increased due to an automatic step-up, but will not increase more than [0.75%] from the initial rider fee percentage shown on page 1.

You have the right to reject an automatic step-up within [30] days following a rider anniversary, if the rider fee percentage increases. If you reject an automatic step-up, you must notify us in a manner which is acceptable to us. Changes as a result of the automatic step-up feature will be reversed. Any increase in the rider fee percentage will also be reversed.

### WITHDRAWAL BASE ADJUSTMENTS

Gross partial withdrawals, taken in a rider year, less than or equal to the rider withdrawal amount will not reduce the withdrawal base. Excess withdrawals will reduce the withdrawal base by the withdrawal base adjustment. The withdrawal base adjustment is the greater of 1) and 2), where:

- 1) is the excess withdrawal amount; and
- 2) is the result of (A multiplied by B), divided by C, where:
  - A) is the excess withdrawal;
  - B) is the withdrawal base prior to the excess withdrawal amount; and
  - C) is the policy value after the rider withdrawal amount has been withdrawn, but prior to the withdrawal of the excess withdrawal amount.

### NURSING CARE OPTION

Definitions applicable to this option:

**Elimination Period** - [180] days within the last [365] days.

**Hospital** - An institution which 1) is operated pursuant to the laws of the jurisdiction in which it is located, 2) operates primarily for the care and treatment of sick and injured persons on an inpatient basis, 3) provides 24-hour nursing service by or under the supervision of registered graduate professional nurses, 4) is supervised by a staff of one or more licensed physicians, and 5) has medical, surgical and diagnostic facilities or access to such facilities.

**Medical Necessity** - Confinement prescribed by a physician based on the individual's inability to sustain themselves outside of a hospital or nursing facility due to physical or cognitive ailments.

**ARTICLE II CONTINUED**

**Nursing Facility** - A facility, or that part of a facility, which: 1) is licensed to operate pursuant to the laws and regulations of the state in which it is located as a nursing facility or an Alzheimer’s disease facility; and 2) provides care prescribed by a physician and performed or supervised by a registered graduate nurse, in addition to room and board accommodations, 24-hour nursing services, 7 days a week by an on-site Registered Nurse and related services on a continuing inpatient basis; and 3) has a planned program of policies and procedures developed with the advice of, and periodically reviewed by, at least one Doctor; and 4) maintains a clinical record of each patient.

A nursing facility may be either a freestanding facility or a distinct part of a facility such as a ward, wing, unit, or swing bed of a hospital or other institution. If the facility complex to which an insured person is confined consists of wards, wings, floors, units, or swing-beds, the area of the facility in which such insured person is confined must be licensed as a nursing facility and the insured person’s assigned bed must be included as a part of such license.

The term "nursing facility" does not include, for example: 1) a hospital (except as provided above); 2) a rehabilitation hospital, 3) a place which is primarily for treatment of mental or nervous disorders, drug addiction, or alcoholism; 4) a home for the aged; 5) a rest home, community living center, or a place that provides domestic, resident, retirement or educational care; 6) assisted living facilities; 7) personal care homes; 8) residential care facilities; 9) adult foster care facilities; 10) congregate care facilities; 11) family and group assisted living facilities; 12) personal care boarding homes; 13) domiciliary care homes; 14) basic care facilities; or 15) similar facilities.

**Physician** - A Doctor of Medicine or Doctor of Osteopathy who is licensed as such and operating within the scope of the license.

**Waiting Period** - [12] months from the rider date.

If either the annuitant or the annuitant's spouse is confined, due to a medical necessity, in a hospital or nursing facility and has been so confined for the elimination period, benefits from this option are available provided that the waiting period requirement has been satisfied. The elimination period and waiting period do not need to occur consecutively. The nursing care option provides an increase to the withdrawal percentage (as described in the guaranteed lifetime withdrawal benefit provision of this Article), until the qualifying person or persons are no longer confined as described above. The increase in the withdrawal percentage provided by this option will be as follows:

<u>Attained Age at First Withdrawal</u>	<u>Nursing Care Option Increase Percentage</u>
[59+]	[100%]

As an example of the nursing care option benefit, assume that the first withdrawal under the rider was taken at attained age 72 and the applicable withdrawal percentage is 6.0%. If the qualification conditions for this option are met at any later date, then the withdrawal percentage will be increased by the nursing care option increase percentage applicable for attained age 72. The applicable attained age is based on the first withdrawal of any amount from the policy value under the rider itself, and is not based on any withdrawal under the nursing care option, unless that withdrawal is also the first withdrawal of any policy value under the rider itself.

If the nursing care option increase percentage for attained age 72 is 100%, then the nursing care option benefit provides an additional 6.0% to the withdrawal percentage resulting in a total withdrawal percentage of 12.0% while the nursing care option benefit continues to be available.

We will require confirmation of confinement while benefits are being received. Confirmation of confinement must be deemed satisfactory to us. Confirmation of confinement may be a statement from a physician or a hospital or nursing facility administrator and any other information deemed necessary by us to confirm confinement. When confinement has ceased, the withdrawal percentage will be as indicated in the guaranteed lifetime withdrawal benefit provision previously described in this Article. If confinement ceases and the rider remains active, you may re-qualify by satisfying the elimination period requirement and the benefits under this option will be available.

**ARTICLE III**

**CONTINUATION**

In the case of spousal joint owners where one spouse is the annuitant, if the spouse who is not the annuitant dies and the surviving spouse is the sole beneficiary, the surviving spouse may elect to continue the policy and rider. In the case of spousal joint owners where one spouse is the annuitant, if the spouse who is the annuitant dies and the surviving spouse is the sole beneficiary, the rider continues until the death of the surviving spouse.

**ANNUITIZATION**

On the maximum annuity commencement date, you will have the option to receive lifetime income payments that are no less than your rider withdrawal amount each year. This option will also guarantee that the sum of all income payments received over time will equal or exceed the policy value on the maximum annuity commencement date. If the annuitant or annuitant's spouse should die before the sum of all income payments received equals or exceeds the policy value on the maximum annuity commencement date, the annuitant's beneficiary will receive a final payment equal to the difference.

**RIDER UPGRADE**

You may elect, in writing, to upgrade the withdrawal base to the policy value within [30] days after the [fifth] rider anniversary and every [fifth] rider anniversary thereafter, subject to the issue age restrictions on the new rider. If an upgrade is elected, this rider will terminate and a new rider with the same features will be issued with a new rider date. The new rider will have its own growth rate percentage which may be lower than this rider's growth rate percentage. The new rider will have its own rider fee percentage which may be higher than this rider's rider fee percentage.

At the time of upgrade, the rider withdrawal amount will be recalculated based on the new withdrawal base.

The new rider date will be the date the Company receives all information necessary, in a written form acceptable to the Company, to process the upgrade.

Signed for us at our home office.

[*William H. Ziegen*]

SECRETARY

[*Shonda Clancy*]

PRESIDENT

**WESTERN RESERVE LIFE  
ASSURANCE CO. OF OHIO**  
(A STOCK COMPANY)  
Home Office: [Columbus, Ohio]

Administrative Office:  
[4333 Edgewood Road N.E.  
Cedar Rapids, Iowa 52499  
(800) 851-9777]

## **GUARANTEED LIFETIME WITHDRAWAL BENEFIT AND DEATH BENEFIT RIDER**

This rider is issued as a part of the policy (contract) to which it is attached.

All provisions of the policy that do not conflict with this rider apply to this rider. In the event of any conflict between the provisions of this rider and the provisions of the policy, the provisions of this rider shall prevail over the provisions of the policy.

### **Rider Data Specification**

Policy Number:	[12345]
Rider Date:	[07/01/2008]
Growth Rate Percentage:	[5.00%]
Initial Rider Fee Percentage:	[1.15%]
Annuitant:	[JOHN DOE]
Annuitant's Issue Age/Sex:	[35 / MALE]

### **ARTICLE I**

**You may cancel this rider before midnight of the thirtieth calendar day after you received it and no rider fees will be assessed.**

This rider will terminate upon the annuitant's death, if you surrender your policy, elect to upgrade (as described in Article III of this rider), or elect to receive annuity payments under your policy. This rider will also terminate if the policy to which this rider is attached, is assigned or if the owner is changed without our approval. You can terminate this rider within [30] days after the [fifth] rider anniversary and every [fifth] rider anniversary thereafter. Termination of the rider will result in the loss of all benefits provided by the rider.

If you elect this rider, 100% of your policy value must be in one or more of the designated funds. You can generally transfer between the designated funds as permitted under your policy; however, you cannot make transfers as provided for in the policy to a non-designated fund while this rider is in force. If you wish to make a transfer to a non-designated fund, this rider must be terminated, as described above, prior to making the transfer.

A rider fee will be deducted on each rider anniversary and upon rider termination as described below.

### **DEFINITIONS:**

Terms used that are not defined in this rider shall have the same meaning as those in your policy.

### **Designated Funds**

Investment options authorized for use with this rider and identified by us as designated funds.

**ARTICLE I CONTINUED**

**Excess Withdrawal**

The excess of a gross partial withdrawal over the rider withdrawal amount remaining prior to the withdrawal, if any.

**Gross Partial Withdrawal**

The amount which will be deducted from your policy value as a result of each partial withdrawal.

**Rider Anniversary**

The anniversary of the rider date.

**Rider Fee**

The rider fee is the rider fee percentage multiplied by the withdrawal base at the time the fee is deducted. This amount will change if the withdrawal base changes. The rider fee percentage will not change during the first five rider years, and will only change thereafter due to an automatic step-up. You will be notified of any increase in the rider fee percentage. This fee will be deducted from each investment option in proportion to the amount of policy value in that investment option on each rider anniversary prior to any increase in the withdrawal base. A portion of this fee will also be deducted when the rider is terminated based on the number of days that have elapsed since the previous rider anniversary.

**Rider Monthiversary**

The same day of the month as the rider date. For months not containing that day, we will use the first day of the following month.

**Rider Withdrawal Amount**

The total amount that can be withdrawn from the policy each rider year without reducing the withdrawal base. This amount will change if the withdrawal base changes.

**Rider Year**

Each twelve-month period following the rider date.

**Withdrawal Base**

The amount used to calculate the rider withdrawal amount and the rider fee. This amount cannot be taken as a lump sum.

**ARTICLE II**

**GUARANTEED LIFETIME WITHDRAWAL BENEFIT**

Under this rider, we guarantee that you can withdraw up to the rider withdrawal amount each rider year, regardless of the policy value, until the annuitant's death.

The withdrawal percentage is determined by the attained age (age at last birthday) of the annuitant at the time of the first withdrawal of any amount from the policy value taken on or after the rider anniversary following the annuitant's [59th] birthday. Once the withdrawal percentage is established, it may only be changed by an upgrade and redetermined at that time. The withdrawal percentages are shown in the table below.

<u>Attained Age</u>	<u>Withdrawal Percentage</u>
[ 0 - 58 ]	[ 0.0% ]
[ 59 - 69 ]	[ 5.0% ]
[ 70 - 79 ]	[ 6.0% ]
[ 80 + ]	[ 7.0% ]

If the annuitant is not yet [59] on the rider date, the withdrawal percentage will be zero until the rider anniversary following the annuitant's [59th] birthday. Withdrawals prior to age 59 1/2 will be subject to the 10% penalty tax.

Withdrawals will reduce the policy value of the policy to which this rider is attached. If the policy value equals zero, you cannot make subsequent premium payments and all other policy features, benefits and guarantees are no longer available. Withdrawals guaranteed by this rider can be continued by selecting an amount and frequency in accordance with the policy provisions to which this rider attaches. Once the payment amount and frequency are established, they cannot be changed and no additional withdrawals will be allowed.

## **ARTICLE II CONTINUED**

### **ISSUE AGE AND SURVIVAL**

The benefits under this rider depend on the annuitant being alive at the time of withdrawal and the amount of the benefit depends on the issue age of the annuitant. Proof of survival and the issue age may be required by the Company.

If the annuitant's age has been misstated, this rider's fees and benefits will be adjusted to the amounts which would have been calculated for the correct age. However, if this rider would not have been issued had the age not been misstated, the rider is treated as if it never existed. If withdrawals under the provisions of the rider have already commenced and the misstatement caused the rider withdrawal amount to be overstated, any withdrawal in excess of the correct rider withdrawal amount will be considered an excess withdrawal and will impact the withdrawal base and rider withdrawal amount. If overpayments occurred when the sum of the accumulated values in all the designated funds was zero, the amount of that overpayment will be deducted from one or more future payments until this amount is paid in full.

### **RIDER WITHDRAWAL AMOUNT**

The rider withdrawal amount will be equal to the greater of 1) and 2), where:

- 1) is the withdrawal percentage multiplied by the withdrawal base;
- 2) is an amount equal to the minimum required distribution amount. Prior to the 1st rider anniversary, this amount is based on the initial policy value on the rider date. After this time, the minimum required distribution is calculated based on the rules established by the IRS. The minimum required distribution may only be used if all of the following are true:
  - A) the policy to which this rider is attached is a tax-qualified policy for which IRS minimum required distributions are required,
  - B) the minimum required distributions do not start prior to the annuitant's attained age 70 1/2,
  - C) the minimum required distributions are based on either the Uniform Lifetime table or the Joint Life and Last Survivor Expectancy table,
  - D) the minimum required distributions are based on age of the living annuitant. The minimum required distributions can not be based on the age of someone who is deceased,
  - E) the minimum required distributions are based only on the policy to which this rider is attached, and
  - F) the minimum required distributions are only for the current rider year. Amounts carried over from past rider years are not considered.

If any of the above are not true, then 2) is equal to zero and it is not available as a rider withdrawal amount.

If you withdraw less than the rider withdrawal amount in a rider year, the unused portion cannot be carried over to the next rider year.

### **WITHDRAWAL BASE**

The withdrawal base is used to calculate the rider withdrawal amount. On the rider date, the initial withdrawal base is equal to the policy value (less any premium enhancements if the rider is added in the first policy year). During any rider year, the withdrawal base is increased by subsequent premium payments (less any premium enhancements), and is reduced for excess withdrawals.

On each rider anniversary, the withdrawal base will be set to the greatest of:

- 1) The current withdrawal base;
- 2) The policy value on the rider anniversary;
- 3) The highest policy value on a rider [monthiversary]; or
- 4) The current withdrawal base immediately prior to anniversary processing increased by the growth rate percentage.

Item 3) above will be zero if there have been any excess withdrawals in the current rider year. Item 4) above will be zero after the [10th] rider anniversary or if there have been any withdrawals in the current rider year.

## **ARTICLE II CONTINUED**

### **DOUBLE WITHDRAWAL BASE BENEFIT**

If no withdrawals have been made 1) during the first [10] rider years or 2) before the anniversary following the annuitant attaining age [67] whichever is the later, the withdrawal base on that rider anniversary will be the greater of:

- 1) The withdrawal base as calculated in 1-4 above; or
- 2) The withdrawal base on the rider date plus any premiums received within 90 days of the rider date multiplied by 2.

### **AUTOMATIC STEP-UP FEATURE**

The rider receives an automatic step-up on the rider anniversary if the withdrawal base is set equal to the policy value or the highest policy value on a rider [monthiversary]. This feature does not require the termination of the existing rider. This rider will continue with the same rider date and features. The rider fee percentage may be changed due to an automatic step-up, but there will be no increase in the rider fee percentage during the first [five] rider years. Following the [fifth] rider anniversary, the rider fee percentage may be increased due to an automatic step-up, but will not increase more than [0.75%] from the initial rider fee percentage shown on page 1.

You have the right to reject an automatic step-up within [30] days following a rider anniversary, if the rider fee percentage increases. If you reject an automatic step-up, you must notify us in a manner which is acceptable to us. Changes as a result of the automatic step-up feature will be reversed. Any increase in the rider fee percentage will also be reversed.

### **WITHDRAWAL BASE ADJUSTMENTS**

Gross partial withdrawals, taken in a rider year, less than or equal to the rider withdrawal amount will not reduce the withdrawal base. Excess withdrawals will reduce the withdrawal base by the withdrawal base adjustment. The withdrawal base adjustment is the greater of 1) and 2), where:

- 1) is the excess withdrawal amount; and
- 2) is the result of (A multiplied by B), divided by C, where:
  - A) is the excess withdrawal;
  - B) is the withdrawal base prior to the excess withdrawal amount; and
  - C) is the policy value after the rider withdrawal amount has been withdrawn, but prior to the withdrawal of the excess withdrawal amount.

### **RIDER DEATH BENEFIT**

Upon the annuitant's death, we will pay an additional death benefit amount equal to the excess, if any, of the rider death benefit over the greater of the base policy death benefit or the guaranteed minimum death benefit, if applicable, and this rider will then terminate. The rider death benefit on the rider date is equal to the policy value (less any premium enhancements, if the rider is added in the first policy year). The rider death benefit after the rider date is equal to the rider death benefit on the rider date plus any premiums (not including premium enhancements, if any) added after the rider date less any rider death benefit adjustments.

The rider death benefit does not reset due to the automatic step-up or the double withdrawal base benefit.

### **RIDER DEATH BENEFIT ADJUSTMENTS**

Cumulative gross partial withdrawals, taken in a rider year, up to the rider withdrawal amount will reduce the rider death benefit by the same amount (dollar for dollar). Excess withdrawals will reduce the rider death benefit by the greater of:

- 1) the excess withdrawal amount; and
- 2) the result of (A divided by B), multiplied by C, where:
  - A) is the excess withdrawal;
  - B) is the policy value after the rider withdrawal amount has been withdrawn, but prior to the excess withdrawal; and
  - C) is the rider death benefit after the rider withdrawal amount has been withdrawn, but prior to the excess withdrawal.

**ARTICLE II CONTINUED**

**NURSING CARE OPTION**

Definitions applicable to this option:

**Elimination Period** - [180] days within the last [365] days.

**Hospital** - An institution which 1) is operated pursuant to the laws of the jurisdiction in which it is located, 2) operates primarily for the care and treatment of sick and injured persons on an inpatient basis, 3) provides 24-hour nursing service by or under the supervision of registered graduate professional nurses, 4) is supervised by a staff of one or more licensed physicians, and 5) has medical, surgical and diagnostic facilities or access to such facilities.

**Medical Necessity** - Confinement prescribed by a physician based on the individual's inability to sustain themselves outside of a hospital or nursing facility due to physical or cognitive ailments.

**Nursing Facility** - A facility, or that part of a facility, which: 1) is licensed to operate pursuant to the laws and regulations of the state in which it is located as a nursing facility or an Alzheimer's disease facility; and 2) provides care prescribed by a physician and performed or supervised by a registered graduate nurse, in addition to room and board accommodations, 24-hour nursing services, 7 days a week by an on-site Registered Nurse and related services on a continuing inpatient basis; and 3) has a planned program of policies and procedures developed with the advice of, and periodically reviewed by, at least one Doctor; and 4) maintains a clinical record of each patient.

A nursing facility may be either a freestanding facility or a distinct part of a facility such as a ward, wing, unit, or swing bed of a hospital or other institution. If the facility complex to which an insured person is confined consists of wards, wings, floors, units, or swing-beds, the area of the facility in which such insured person is confined must be licensed as a nursing facility and the insured person's assigned bed must be included as a part of such license.

The term "nursing facility" does not include, for example: 1) a hospital (except as provided above); 2) a rehabilitation hospital, 3) a place which is primarily for treatment of mental or nervous disorders, drug addiction, or alcoholism; 4) a home for the aged; 5) a rest home, community living center, or a place that provides domestic, resident, retirement or educational care; 6) assisted living facilities; 7) personal care homes; 8) residential care facilities; 9) adult foster care facilities; 10) congregate care facilities; 11) family and group assisted living facilities; 12) personal care boarding homes; 13) domiciliary care homes; 14) basic care facilities; or 15) similar facilities.

**Physician** - A Doctor of Medicine or Doctor of Osteopathy who is licensed as such and operating within the scope of the license.

**Waiting Period** - [12] months from the rider date.

If the annuitant is confined, due to a medical necessity, in a hospital or nursing facility and has been so confined for the elimination period, benefits from this option are available provided that the waiting period requirement has been satisfied. The elimination period and waiting period do not need to occur consecutively. The nursing care option provides an increase to the withdrawal percentage (as described in the guaranteed lifetime withdrawal benefit provision of this Article), until the annuitant is no longer confined as described above. The increase in the withdrawal percentage provided by this option will be as follows:

<u>Attained Age at First Withdrawal</u>	<u>Nursing Care Option Increase Percentage</u>
[59+]	[100%]

As an example of the nursing care option benefit, assume that the first withdrawal under the rider was taken at attained age 72 and the applicable withdrawal percentage is 6.0%. If the qualification conditions for this option are met at any later date, then the withdrawal percentage will be increased by the nursing care option increase percentage applicable for attained age 72. The applicable attained age is based on the first withdrawal of any amount from the policy value under the rider itself, and is not based on any withdrawal under the nursing care option, unless that withdrawal is also the first withdrawal of any policy value under the rider itself.

**ARTICLE II CONTINUED**

If the nursing care option increase percentage for attained age 72 is 100%, then the nursing care option benefit provides an additional 6.0% to the withdrawal percentage resulting in a total withdrawal percentage of 12.0% while the nursing care option benefit continues to be available.

We will require confirmation of confinement while benefits are being received. Confirmation of confinement must be deemed satisfactory to us. Confirmation of confinement may be a statement from a physician or a hospital or nursing facility administrator and any other information deemed necessary by us to confirm confinement. When confinement has ceased, the withdrawal percentage will be as indicated in the guaranteed lifetime withdrawal benefit provision previously described in this Article. If confinement ceases and the rider remains active, you may re-qualify by satisfying the elimination period requirement and the benefits under this option will be available.

**ARTICLE III**

**CONTINUATION**

In the case of spousal joint owners where one spouse is the annuitant, if the spouse who is not the annuitant dies and the surviving spouse is the sole beneficiary, the surviving spouse may elect to continue the policy and rider. In the case of spousal joint owners where one spouse is the annuitant, if the spouse who is the annuitant dies, this rider will terminate. No additional death benefit will be paid under this rider at this time.

In the case of non-spousal joint owners where an owner who is not the annuitant dies, the surviving owner (who is also the sole designated beneficiary) may elect to receive lifetime income payments under this rider instead of receiving any benefits applicable to the policy. The lifetime income payments must begin no later than 1 year after the owner's death and will be equal to the rider withdrawal amount divided by the number of payments made per year. Once the payments begin, no additional premium payments will be accepted and no additional withdrawals will be paid. If these payments are elected but the annuitant dies before the rider death benefit equals zero, the annuitant's beneficiary will receive a death benefit equal to the rider death benefit.

**ANNUITIZATION**

On the maximum annuity commencement date, you will have the option to receive lifetime income payments that are no less than your rider withdrawal amount each year. This option will also guarantee that the sum of all income payments received over time will equal or exceed the greater of the policy value or the rider death benefit on the maximum annuity commencement date. If the annuitant should die before the sum of all income payments received equals or exceeds the greater of the policy value or the rider death benefit on the maximum annuity commencement date, the annuitant's beneficiary will receive a final payment equal to the difference.

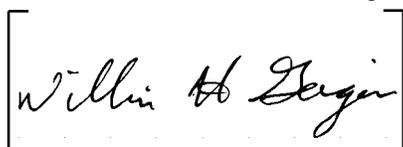
**RIDER UPGRADE**

You may elect, in writing, to upgrade the withdrawal base to the policy value within [30] days after the [fifth] rider anniversary and every [fifth] rider anniversary thereafter, subject to the issue age restrictions on the new rider. If an upgrade is elected, this rider will terminate and a new rider with the same features will be issued with a new rider date. The new rider will have its own growth rate percentage which may be lower than this rider's growth rate percentage. The new rider will have its own rider fee percentage which may be higher than this rider's rider fee percentage.

At the time of upgrade, the rider death benefit will also be upgraded to the policy value and the rider withdrawal amount will be recalculated based on the new withdrawal base.

The new rider date will be the date the Company receives all information necessary, in a written form acceptable to the Company, to process the upgrade.

Signed for us at our home office.

  
SECRETARY

  
PRESIDENT

**GUARANTEED LIFETIME WITHDRAWAL BENEFIT  
AND DEATH BENEFIT RIDER**

This rider is issued as a part of the policy (contract) to which it is attached.

All provisions of the policy that do not conflict with this rider apply to this rider. In the event of any conflict between the provisions of this rider and the provisions of the policy, the provisions of this rider shall prevail over the provisions of the policy.

**Rider Data Specification**

Policy Number:	12345
Rider Date:	07/01/2008
Growth Rate Percentage:	5.00%
Initial Rider Fee Percentage:	1.25%
Annuitant:	JOHN DOE
Annuitant's Issue Age/Sex:	35 / MALE
Annuitant's Spouse:	JANE DOE
Annuitant's Spouse's Issue Age/Sex:	35 / FEMAL

**ARTICLE I**

**You may cancel this rider before midnight of the thirtieth calendar day after you received it and no rider fees will be assessed.**

This rider will terminate upon the later of the annuitant's or annuitant's spouse's death, if you surrender your policy, elect to upgrade (as described in Article III of this rider), or elect to receive annuity payments under your policy. This rider will also terminate if the policy to which this rider is attached, is assigned or if the owner is changed without our approval. You can terminate this rider within [30] days after the [fifth] rider anniversary and every [fifth] rider anniversary thereafter. Termination of the rider will result in the loss of all benefits provided by the rider.

If you elect this rider, 100% of your policy value must be in one or more of the designated funds. You can generally transfer between the designated funds as permitted under your policy; however, you cannot make transfers as provided for in the policy to a non-designated fund while this rider is in force. If you wish to make a transfer to a non-designated fund, this rider must be terminated, as described above, prior to making the transfer.

The annuitant's spouse as of the rider date is hereafter referred to as the annuitant's spouse. As it pertains to the benefits of this rider, the annuitant's spouse cannot be changed. The annuitant's spouse must be the sole primary beneficiary and/or a joint owner. The only living owners allowed on the policy to which this rider is attached are the annuitant and the annuitant's spouse.

A rider fee will be deducted on each rider anniversary and upon rider termination as described below.

**DEFINITIONS:**

Terms used that are not defined in this rider shall have the same meaning as those in your policy.

**Designated Funds**

Investment options authorized for use with this rider and identified by us as designated funds.

**ARTICLE I CONTINUED**

**Excess Withdrawal**

The excess of a gross partial withdrawal over the rider withdrawal amount remaining prior to the withdrawal, if any.

**Gross Partial Withdrawal**

The amount which will be deducted from your policy value as a result of each partial withdrawal.

**Rider Anniversary**

The anniversary of the rider date.

**Rider Fee**

The rider fee is the rider fee percentage multiplied by the withdrawal base at the time the fee is deducted. This amount will change if the withdrawal base changes. The rider fee percentage will not change during the first five rider years, and will only change thereafter due to an automatic step-up. You will be notified of any increase in the rider fee percentage. This fee will be deducted from each investment option in proportion to the amount of policy value in that investment option on each rider anniversary prior to any increase in the withdrawal base. A portion of this fee will also be deducted when the rider is terminated based on the number of days that have elapsed since the previous rider anniversary.

**Rider Monthiversary**

The same day of the month as the rider date. For months not containing that day, we will use the first day of the following month.

**Rider Withdrawal Amount**

The total amount that can be withdrawn from the policy each rider year without reducing the withdrawal base. This amount will change if the withdrawal base changes.

**Rider Year**

Each twelve-month period following the rider date.

**Withdrawal Base**

The amount used to calculate the rider withdrawal amount and the rider fee. This amount cannot be taken as a lump sum.

**ARTICLE II**

**GUARANTEED LIFETIME WITHDRAWAL BENEFIT**

Under this rider, we guarantee that you can withdraw up to the rider withdrawal amount each rider year, regardless of the policy value, until the annuitant's or the annuitant's spouse's death, whichever is later.

The withdrawal percentage is determined by the attained age (age at last birthday) of the younger of the living spouses at the time of the first withdrawal of any amount from the policy value taken on or after the rider anniversary following the younger of the living spouse's<sup>[59th]</sup> birthday. Once the withdrawal percentage is established, it may only be changed by an upgrade and redetermined at that time. The withdrawal percentages are shown in the table below.

<u>Attained Age</u>	<u>Withdrawal Percentage</u>
0 - 58	0.0%
59 - 69	4.5%
70 - 79	5.5%
80 +	6.5%

If the younger of the annuitant and the annuitant's spouse is not yet<sup>[59]</sup> on the rider date, the withdrawal percentage will be zero until the rider anniversary following the younger of the living spouse's<sup>[59th]</sup> birthday. Withdrawals prior to age 59 1/2 will be subject to the 10% penalty tax.

Withdrawals will reduce the policy value of the policy to which this rider is attached. If the policy value equals zero, you cannot make subsequent premium payments and all other policy features, benefits and guarantees are no longer available. Withdrawals guaranteed by this rider can be continued by selecting an amount and frequency in accordance with the policy provisions to which this rider attaches. Once the payment amount and frequency are established, they cannot be changed and no additional withdrawals will be allowed.

## **ARTICLE II CONTINUED**

### **ISSUE AGE AND SURVIVAL**

The benefits under this rider depend on the annuitant or annuitant's spouse being alive at the time of withdrawal and the amount of the benefit depends on the issue age of the annuitant and annuitant's spouse. Proof of survival and the issue ages may be required by the Company.

If the younger of the spouses' ages has been misstated, this rider's fees and benefits will be adjusted to the amounts which would have been calculated for the correct age. However, if this rider would not have been issued had the age not been misstated, the rider is treated as if it never existed. If withdrawals under the provisions of the rider have already commenced and the misstatement caused the rider withdrawal amount to be overstated, any withdrawal in excess of the correct rider withdrawal amount will be considered an excess withdrawal and will impact the withdrawal base and rider withdrawal amount. If overpayments occurred when the sum of the accumulated values in all the designated funds was zero, the amount of that overpayment will be deducted from one or more future payments until this amount is paid in full.

### **RIDER WITHDRAWAL AMOUNT**

The rider withdrawal amount will be equal to the greater of 1) and 2), where:

- 1) is the withdrawal percentage multiplied by the withdrawal base;
- 2) is an amount equal to the minimum required distribution amount. Prior to the 1st rider anniversary, this amount is based on the initial policy value on the rider date. After this time, the minimum required distribution is calculated based on the rules established by the IRS. The minimum required distribution may only be used if all of the following are true:
  - A) the policy to which this rider is attached is a tax-qualified policy for which IRS minimum required distributions are required,
  - B) the minimum required distributions do not start prior to the annuitant's attained age 70 1/2,
  - C) the minimum required distributions are based on either the Uniform Lifetime table or the Joint Life and Last Survivor Expectancy table,
  - D) the minimum required distributions are based on age of the living annuitant or the annuitant's spouse if the annuitant is deceased. The minimum required distributions can not be based on the age of someone who is deceased,
  - E) the minimum required distributions are based only on the policy to which this rider is attached, and
  - F) the minimum required distributions are only for the current rider year. Amounts carried over from past rider years are not considered.

If any of the above are not true, then 2) is equal to zero and it is not available as a rider withdrawal amount.

If you withdraw less than the rider withdrawal amount in a rider year, the unused portion cannot be carried over to the next rider year.

### **WITHDRAWAL BASE**

The withdrawal base is used to calculate the rider withdrawal amount. On the rider date, the initial withdrawal base is equal to the policy value (less any premium enhancements if the rider is added in the first policy year). During any rider year, the withdrawal base is increased by subsequent premium payments (less any premium enhancements), and is reduced for excess withdrawals.

## **ARTICLE II CONTINUED**

On each rider anniversary, the withdrawal base will be set to the greatest of:

- 1) The current withdrawal base;
- 2) The policy value on the rider anniversary;
- 3) The highest policy value on a rider [monthiversary] or
- 4) The current withdrawal base immediately prior to anniversary processing increased by the growth rate percentage.

Item 3) above will be zero if there have been any excess withdrawals in the current rider year. Item 4) above will be zero after the [10th] rider anniversary or if there have been any withdrawals in the current rider year.

### **DOUBLE WITHDRAWAL BASE BENEFIT**

If no withdrawals have been made 1) during the first [10] rider years or 2) before the anniversary following the younger of the annuitant or annuitant's spouse attaining age [67], whichever is the later, the withdrawal base on that rider anniversary will be the greater of:

- 1) The withdrawal base as calculated in 1-4 above; or
- 2) The withdrawal base on the rider date plus any premiums received within 90 days of the rider date multiplied by 2.

### **AUTOMATIC STEP-UP FEATURE**

The rider receives an automatic step-up on the rider anniversary if the withdrawal base is set equal to the policy value or the highest policy value on a rider [monthiversary]. This feature does not require the termination of the existing rider. This rider will continue with the same rider date and features. The rider fee percentage may be changed due to an automatic step-up, but there will be no increase in the rider fee percentage during the first [five] rider years. Following the [fifth] rider anniversary, the rider fee percentage may be increased due to an automatic step-up, but will not increase more than [0.75%] from the initial rider fee percentage shown on page 1.

You have the right to reject an automatic step-up within [30] days following a rider anniversary, if the rider fee percentage increases. If you reject an automatic step-up, you must notify us in a manner which is acceptable to us. Changes as a result of the automatic step-up feature will be reversed. Any increase in the rider fee percentage will also be reversed.

### **WITHDRAWAL BASE ADJUSTMENTS**

Gross partial withdrawals, taken in a rider year, less than or equal to the rider withdrawal amount will not reduce the withdrawal base. Excess withdrawals will reduce the withdrawal base by the withdrawal base adjustment. The withdrawal base adjustment is the greater of 1) and 2), where:

- 1) is the excess withdrawal amount; and
- 2) is the result of (A multiplied by B), divided by C, where:
  - A) is the excess withdrawal;
  - B) is the withdrawal base prior to the excess withdrawal amount; and
  - C) is the policy value after the rider withdrawal amount has been withdrawn, but prior to the withdrawal of the excess withdrawal amount.

### **RIDER DEATH BENEFIT**

Upon the later of the annuitant or the annuitant's spouse's death, we will pay an additional death benefit amount equal to the excess, if any, of the rider death benefit over the greater of the base policy death benefit or the guaranteed minimum death benefit, if applicable, and this rider will then terminate. The rider death benefit on the rider date is equal to the policy value (less any premium enhancements, if the rider is added in the first policy year). The rider death benefit after the rider date is equal to the rider death benefit on the rider date plus any premiums (not including premium enhancements, if any) added after the rider date less any rider death benefit adjustments.

The rider death benefit does not reset due to the automatic step-up or the double withdrawal base benefit.

## ARTICLE II CONTINUED

### **RIDER DEATH BENEFIT ADJUSTMENTS**

Cumulative gross partial withdrawals, taken in a rider year, up to the rider withdrawal amount will reduce the rider death benefit by the same amount (dollar for dollar). Excess withdrawals will reduce the rider death benefit by the greater of:

- 1) the excess withdrawal amount; and
- 2) the result of (A divided by B), multiplied by C, where:
  - A) is the excess withdrawal;
  - B) is the policy value after the rider withdrawal amount has been withdrawn, but prior to the excess withdrawal; and
  - C) is the rider death benefit after the rider withdrawal amount has been withdrawn, but prior to the excess withdrawal.

### **NURSING CARE OPTION**

Definitions applicable to this option:

**Elimination Period** - [180]days within the last [365]days.

**Hospital** - An institution which 1) is operated pursuant to the laws of the jurisdiction in which it is located, 2) operates primarily for the care and treatment of sick and injured persons on an inpatient basis, 3) provides 24-hour nursing service by or under the supervision of registered graduate professional nurses, 4) is supervised by a staff of one or more licensed physicians, and 5) has medical, surgical and diagnostic facilities or access to such facilities.

**Medical Necessity** - Confinement prescribed by a physician based on the individual's inability to sustain themselves outside of a hospital or nursing facility due to physical or cognitive ailments.

**Nursing Facility** - A facility, or that part of a facility, which: 1) is licensed to operate pursuant to the laws and regulations of the state in which it is located as a nursing facility or an Alzheimer's disease facility; and 2) provides care prescribed by a physician and performed or supervised by a registered graduate nurse, in addition to room and board accommodations, 24-hour nursing services, 7 days a week by an on-site Registered Nurse and related services on a continuing inpatient basis; and 3) has a planned program of policies and procedures developed with the advice of, and periodically reviewed by, at least one Doctor; and 4) maintains a clinical record of each patient.

A nursing facility may be either a freestanding facility or a distinct part of a facility such as a ward, wing, unit, or swing bed of a hospital or other institution. If the facility complex to which an insured person is confined consists of wards, wings, floors, units, or swing-beds, the area of the facility in which such insured person is confined must be licensed as a nursing facility and the insured person's assigned bed must be included as a part of such license.

The term "nursing facility" does not include, for example: 1) a hospital (except as provided above); 2) a rehabilitation hospital, 3) a place which is primarily for treatment of mental or nervous disorders, drug addiction, or alcoholism; 4) a home for the aged; 5) a rest home, community living center, or a place that provides domestic, resident, retirement or educational care; 6) assisted living facilities; 7) personal care homes; 8) residential care facilities; 9) adult foster care facilities; 10) congregate care facilities; 11) family and group assisted living facilities; 12) personal care boarding homes; 13) domiciliary care homes; 14) basic care facilities; or 15) similar facilities.

**Physician** - A Doctor of Medicine or Doctor of Osteopathy who is licensed as such and operating within the scope of the license.

**Waiting Period** - [12]months from the rider date.

If either the annuitant or the annuitant's spouse is confined, due to a medical necessity, in a hospital or nursing facility and has been so confined for the elimination period, benefits from this option are available provided that the waiting period requirement has been satisfied. The elimination period and waiting period do not need to occur consecutively. The nursing care option provides an increase to the withdrawal percentage (as described in the guaranteed lifetime withdrawal benefit provision of this Article), until the qualifying person or persons are no longer confined as described above. The increase in the withdrawal percentage provided by this option will be as follows:

<u>Attained Age at First Withdrawal</u>	<u>Nursing Care Option Increase Percentage</u>
[59+]	[100%]

As an example of the nursing care option benefit, assume that the first withdrawal under the rider was taken at attained age 72 and the applicable withdrawal percentage is 6.0%. If the qualification conditions for this option are met at any later date, then the withdrawal percentage will be increased by the nursing care option increase percentage applicable for attained age 72. The applicable attained age is based on the first withdrawal of any amount from the policy value under the rider itself, and is not based on any withdrawal under the nursing care option, unless that withdrawal is also the first withdrawal of any policy value under the rider itself.

If the nursing care option increase percentage for attained age 72 is 100%, then the nursing care option benefit provides an additional 6.0% to the withdrawal percentage resulting in a total withdrawal percentage of 12.0% while the nursing care option benefit continues to be available.

We will require confirmation of confinement while benefits are being received. Confirmation of confinement must be deemed satisfactory to us. Confirmation of confinement may be a statement from a physician or a hospital or nursing facility administrator and any other information deemed necessary by us to confirm confinement. When confinement has ceased, the withdrawal percentage will be as indicated in the guaranteed lifetime withdrawal benefit provision previously described in this Article. If confinement ceases and the rider remains active, you may re-qualify by satisfying the elimination period requirement and the benefits under this option will be available.

### **ARTICLE III**

#### **CONTINUATION**

In the case of spousal joint owners where one spouse is the annuitant, if the spouse who is not the annuitant dies and the surviving spouse is the sole beneficiary, the surviving spouse may elect to continue the policy and rider. In the case of spousal joint owners where one spouse is the annuitant, if the spouse who is the annuitant dies and the surviving spouse is the sole beneficiary, the rider continues until the death of the surviving spouse. No additional death benefit will be paid under this rider at this time.

#### **ANNUITIZATION**

On the maximum annuity commencement date, you will have the option to receive lifetime income payments that are no less than your rider withdrawal amount each year. This option will also guarantee that the sum of all income payments received over time will equal or exceed the greater of the policy value or the rider death benefit on the maximum annuity commencement date. If the annuitant or annuitant's spouse should die before the sum of all income payments received equals or exceeds the greater of the policy value or the rider death benefit on the maximum annuity commencement date, the annuitant's beneficiary will receive a final payment equal to the difference.

**ARTICLE III CONTINUED**

**RIDER UPGRADE**

You may elect, in writing, to upgrade the withdrawal base to the policy value within [30] days after the [fifth] rider anniversary and every [fifth] rider anniversary thereafter, subject to the issue age restrictions on the new rider. If an upgrade is elected, this rider will terminate and a new rider with the same features will be issued with a new rider date. The new rider will have its own growth rate percentage which may be lower than this rider's growth rate percentage. The new rider will have its own rider fee percentage which may be higher than this rider's rider fee percentage.

At the time of upgrade, the rider death benefit will also be upgraded to the policy value and the rider withdrawal amount will be recalculated based on the new withdrawal base.

The new rider date will be the date the Company receives all information necessary, in a written form acceptable to the Company, to process the upgrade.

Signed for us at our home office.

[*William H. Ziegen*]

**SECRETARY**

[*Shanda Clancy*]

**PRESIDENT**



SERFF Tracking Number: AEGA-125738758 State: Arkansas  
Filing Company: Western Reserve Life Assurance Co. of Ohio 00 State Tracking Number: 39676  
Company Tracking Number: RGMB 34 0708  
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable  
Product Name: RGMB 34 0708  
Project Name/Number: Flexible Premium Variable Annuity Rider/RGMB 34 0708

## Supporting Document Schedules

### Review Status:

**Satisfied -Name:** Certification/Notice

07/17/2008

**Comments:**

**Attachments:**

cert 2 AR.pdf

cert 3 AR.pdf

### Review Status:

**Satisfied -Name:** Statements of Variability

07/17/2008

**Comments:**

**Attachment:**

SOVs.pdf

**WESTERN RESERVE LIFE ASSURANCE CO. OF OHIO**

**STATE OF ARKANSAS**

**CERTIFICATION**

This is to certify that the attached Flexible Premium Variable Annuity Rider Form No. RGMB 34 0708 has achieved a Flesch Reading Ease Score of 52.2 and complies with the requirements of Ark. Stat. Ann. § 23-80-21 through 23-80-208, cited as the Life and Disability Insurance Policy Language Simplification Act.

WESTERN RESERVE LIFE ASSURANCE CO. OF OHIO



Mary Schaefer, Assistant Vice President

\_\_\_\_\_  
Date

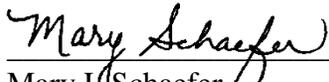
CERTIFICATION OF COMPLIANCE

Company Name: Western Reserve Life Assurance Co. of Ohio

Form Title(s): Flexible Premium Variable Annuity Rider

Form Number(s): RGMB 34 0708

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg.19 s 10B, as well as the other laws and regulations of the State of Arkansas.



---

Mary Schaefer  
Assistant Vice President

---

Date

*Single option with the Income Only benefit*  
*(Base rider)*  
**(Please refer to Actuarial Exhibits 1, 2, 3 and 7)**

This rider offers a Guaranteed Lifetime Withdrawal Benefit that is available to the policyholder when they purchase this rider. The rider will be terminated upon the annuitant's death, when the policy is annuitized, or when the policy is surrendered. The rider must be terminated if funds are transferred out of the designated funds while the rider is in force. The owner can terminate this rider within [30] days after the [fifth] rider anniversary, and every [fifth] rider anniversary thereafter. Termination of the rider will result in the loss of all benefits provided by the rider.

We have attached a statement of variability that outlines the items that are bracketed on this rider. You have our assurances that the Rider Fee Percentage, Attained Age at First Withdrawal and the Withdrawal Percentage, if changed, would only affect new issues and once a rider is issued, the amounts are fixed and will never change for the life of the rider.

## Single option

### Memorandum of Numerical Variables

Policy Number will be specific to each Policyholder.

Rider Date will be a specific date on each rider.

Growth Rate Percentage <sup>1*</sup> :	Minimum	1.00%
	Maximum	10.00%

Initial Rider Fee Percentage <sup>2*</sup> :	Minimum	0.25%
	Maximum	5.00%

Annuitant, age, and sex will be specific on each rider.

Termination within days from designated rider anniversary <sup>3</sup> :	Minimum	30 days
	Maximum	365 days

Termination Period <sup>4</sup> :	Minimum	After the 1 <sup>st</sup> rider year
	Maximum	After the 10 <sup>th</sup> rider year

Attained Age at first withdrawal <sup>5</sup> :	Minimum	45 years old
	Maximum	100 years old

Withdrawal Percentage <sup>6*</sup> :	Minimum	1.00%
	Maximum	10.00%

Mode of the highest policy value for an automatic step-up <sup>7</sup> :	Minimum	Monthiversary
	Maximum	Semi-Annually

Growth Period <sup>8</sup> :	Minimum	5 years
	Maximum	15 years

Double Withdrawal Base Benefit increase period <sup>9</sup> :	Minimum	5 years
	Maximum	15 years

Attained age of Double Withdrawal Base Benefit increase <sup>10</sup> :	Minimum	45 years old
	Maximum	100 years old

Rider fee percentage automatic step-up increase period <sup>11</sup> :	Minimum	1 year
	Maximum	10 years

Automatic step-up maximum rider fee percentage increase <sup>12</sup> :	Minimum	0.10%
	Maximum	3.00%

Reject an automatic step-up within days from rider anniversary <sup>13</sup> :	Minimum	30 days
	Maximum	365 days

Nursing Care: Elimination Period [X] <sup>14</sup> within the last [Y] <sup>14</sup> :	Minimum for X	90 days
	Maximum for X	365 days
	Minimum for Y	90 days
	Maximum for Y	2 years
Nursing Care: Waiting Period <sup>15</sup> :	Minimum	12 months
	Maximum	5 years
Nursing Care: Attained Age at First Withdrawal <sup>5</sup> :	Minimum	45 years old
	Maximum	100 years old
Nursing Care Option Increase Percentage <sup>16</sup> :	Minimum	20%
	Maximum	100%
Upgrade within days from designated rider anniversary <sup>17</sup> :	Minimum	30 days
	Maximum	365 days
Upgrading period <sup>18</sup> :	Minimum	After the 1 <sup>st</sup> rider year
	Maximum	After the 10 <sup>th</sup> rider year

<sup>1</sup> This accumulation percentage is applied to the withdrawal base during the growth period and only in rider years that withdrawals are not present.

<sup>2</sup> This percentage is multiplied by the withdrawal base at the time the fee is deducted to produce the rider fee. The fee is deducted at the time of the rider anniversary and is also deducted on a proportional basis at the time of rider termination.

<sup>3</sup> This is the number of days after the [fifth]<sup>4</sup> rider anniversary that the rider can be terminated. Termination of the rider will result in the loss of all benefits provided by the rider.

<sup>4</sup> This is the number of years that must elapse before the rider can be terminated. Termination of the rider will result in the loss of all benefits provided by the rider.

<sup>5</sup> This is the attained age at the time of the first withdrawal that will allow a certain percent (see footnote 7) of the Withdrawal Base to be withdrawn.

<sup>6</sup> This percentage is used to derive the Rider Withdrawal Amount annually. If the annuitant is not yet age [59]<sup>5</sup> on the rider date, this percentage will be equal to 0% until the rider anniversary following the annuitant's [59<sup>th</sup>]<sup>5</sup> birthday.

<sup>7</sup> On a rider anniversary, the withdrawal base will be set to the highest policy value on a rider [monthiversary] if there were no excess withdrawals in the current rider year. The Rider Monthiversary is the same day of the month as the rider date. For months not containing that day, the first day of the following month is used.

<sup>8</sup>This period represents the number of rider years that accumulation will occur, assuming no withdrawals are made during this period.

<sup>9</sup>This period represents the number of rider years that must elapse before the Withdrawal Base will double, assuming no withdrawals are made during this period and that the annuitant is at least age [67]<sup>10</sup>.

<sup>10</sup>This is the attained age the annuitant must reach in order for the Withdrawal Base to double, assuming no withdrawals are made before this age is reached and that [10]<sup>9</sup> rider years have passed.

<sup>11</sup>This period is the length of time the rider fee percentage will not increase. After this time period, the rider fee percentage may increase due to an automatic step-up.

<sup>12</sup>This is the maximum the rider fee percentage may increase following the [fifth]<sup>11</sup> rider anniversary.

<sup>13</sup>This is the window during which the policyholder may reject to have an automatic step-up following a rider anniversary, if the rider fee percentage increases.

<sup>14</sup>The elimination period is the number of days [X] either the annuitant or the annuitant's spouse must be confined in a Nursing Facility or Hospital within a specified time period [Y], before Nursing Care Option benefits may become available.

<sup>15</sup>This is the amount of time that has to elapse before Nursing Care Option benefits will be available.

<sup>16</sup>This is the percentage that the Withdrawal Percentage (see footnote 6) will increase by when the Nursing Care Option qualifications are met.

<sup>17</sup>This is the number of days after the [fifth]<sup>18</sup> rider anniversary that the rider can be upgraded.

<sup>18</sup>This is the number of years that must elapse before the rider can be upgraded.

\* Any riders issued on the same day for a given age will receive the same Growth Rate Percentage, Withdrawal Percentage, and Initial Rider Fee Percentage. Consequently, all riders shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

**Joint option with the Income Only benefit**  
**(Please refer to Actuarial Exhibits 1, 2, 4 and 7)**

The following outlines the differences from the base rider:

Rider Data Specification

Added Annuitant's Spouse, issue age and sex

**Article I**

This rider will terminate upon the **later of the annuitant's or annuitant's spouse's death**,

**Added the following paragraph:**

The annuitant's spouse as of the rider date is hereafter referred to as the annuitant's spouse. As it pertains to the benefits of this rider, the annuitant's spouse cannot be changed. The annuitant's spouse must be the sole primary beneficiary and/or a joint owner. The only living owners allowed on the policy to which this rider is attached are the annuitant and the annuitant's spouse.

**Article II**

**Revised the following provision:**

**GUARANTEED MINIMUM WITHDRAWAL BENEFIT**

Under this rider, we guarantee that you can withdraw up to the rider withdrawal amount each rider year, regardless of the policy value, until the annuitant's **or the annuitant's spouse's death, whichever is later**.

The withdrawal percentage is determined by the attained age (age at last birthday) of the **younger of the living spouses** at the time of the first withdrawal of any amount from the policy value taken on or after the rider anniversary following the **younger of the living spouses** [59<sup>th</sup>] birthday:

<u>Attained Age</u>	<u>Withdrawal Percentage</u>
0-58	<b>0.0%</b>
59-69	<b>4.5%</b>
70-79	<b>5.5%</b>
80+	<b>6.5%</b>

If the **younger of the annuitant and the annuitant's spouse** is not yet [59] on the rider date, the withdrawal percentage will be zero until the rider anniversary following the **younger of the living spouse's** [59<sup>th</sup>] birthday.

**ISSUE AGE AND SURVIVAL**

The benefits under this rider depend on the annuitant **or annuitant's spouse** being alive at the time of withdrawal and the amount of the benefit depends on the issue age of the annuitant **and the annuitant's spouse**.

If the **younger of the spouses'** ages has been misstated, this rider's fees and benefits will be adjusted to the amounts which would have been calculated for the correct age.

**RIDER WITHDRAWAL AMOUNT**

2) D) the minimum required distributions are based on age of the living annuitant **or the annuitant's spouse if the annuitant is deceased**. The minimum required distributions can not be based on the age of someone who is deceased,

**DOUBLE WITHDRAWAL BASE BENEFIT**

2) before the anniversary following **the younger of the annuitant or annuitant's spouse** attaining age [67],

### **NURSING CARE OPTION**

If **either** the annuitant **or the annuitant's spouse** is confined, due to a medical necessity, in a hospital or nursing facility and has been so confined for the elimination period, benefits from this option are available provided that the waiting period requirement has been satisfied. The elimination period and waiting period do not need to occur consecutively. The nursing care option provides an increase to the withdrawal percentage (as described in the guaranteed lifetime withdrawal benefit provision of this Article), until the **qualifying person or persons** are no longer confined as described above. The increase in the withdrawal percentage provided by this option will be as follows:

### **Article III**

#### **CONTINUATION**

In the case of spousal joint owners where one spouse is the annuitant, if the spouse who is the annuitant dies **and the surviving spouse is the sole beneficiary, the rider continues until the death of the surviving spouse.**

#### **Removed the following paragraph:**

In the case of non-spousal joint owners where an owner who is not the annuitant dies, the surviving owner (who is also the sole designated beneficiary) may elect to receive lifetime income payments under this rider instead of receiving any benefits applicable to the policy. The lifetime income payments must begin no later than 1 year after the owner's death and will be equal to the rider withdrawal amount divided by the number of payments made per year. Once the payments begin, no additional premium payments will be accepted and no additional withdrawals will be paid.

#### **ANNUITIZATION**

If the annuitant **or annuitant's spouse** should die before the sum of all income payments received equals or exceeds the policy value on the maximum annuity commencement date, the annuitant's beneficiary will receive a final payment equal to the difference.

## Joint option

### Memorandum of Numerical Variables

Policy Number will be specific to each Policyholder.

Rider Date will be a specific date on each rider.

Growth Rate Percentage <sup>1*</sup> :	Minimum	1.00%
	Maximum	10.00%

Initial Rider Fee Percentage <sup>2*</sup> :	Minimum	0.25%
	Maximum	5.00%

Annuitant, age, and sex will be specific on each rider.

Annuitant's spouse, age, and sex will be specific on each rider.

Termination within days from designated rider anniversary <sup>3</sup> :	Minimum	30 days
	Maximum	365 days

Termination Period <sup>4</sup> :	Minimum	After the 1 <sup>st</sup> rider year
	Maximum	After the 10 <sup>th</sup> rider year

Attained Age at first withdrawal <sup>5</sup> :	Minimum	45 years old
	Maximum	100 years old

Withdrawal Percentage <sup>6*</sup> :	Minimum	1.00%
	Maximum	10.00%

Mode of the highest policy value for an automatic step-up <sup>7</sup> :	Minimum	Monthiversary
	Maximum	Semi-Annually

Growth Period <sup>8</sup> :	Minimum	5 years
	Maximum	15 years

Double Withdrawal Base Benefit increase period <sup>9</sup> :	Minimum	5 years
	Maximum	15 years

Attained age of Double Withdrawal Base Benefit increase <sup>10</sup> :	Minimum	45 years old
	Maximum	100 years old

Rider fee percentage automatic step-up increase period <sup>11</sup> :	Minimum	1 year
	Maximum	10 years

Automatic step-up maximum rider fee percentage increase <sup>12</sup> :	Minimum	0.10%
	Maximum	3.00%

Reject an automatic step-up within days from rider anniversary <sup>13</sup> :	Minimum	30 days
	Maximum	365 days
Nursing Care: Elimination Period [X] <sup>14</sup> within the last [Y] <sup>14</sup> :	Minimum for X	90 days
	Maximum for X	365 days
	Minimum for Y	90 days
	Maximum for Y	2 years
Nursing Care: Waiting Period <sup>15</sup> :	Minimum	12 months
	Maximum	5 years
Nursing Care: Attained Age at First Withdrawal <sup>5</sup> :	Minimum	45 years old
	Maximum	100 years old
Nursing Care Option Increase Percentage <sup>16</sup> :	Minimum	20%
	Maximum	100%
Upgrade within days from designated rider anniversary <sup>17</sup> :	Minimum	30 days
	Maximum	365 days
Upgrading period <sup>18</sup> :	Minimum	After the 1 <sup>st</sup> rider year
	Maximum	After the 10 <sup>th</sup> rider year

<sup>1</sup> This accumulation percentage is applied to the withdrawal base during the growth period and only in rider years that withdrawals are not present.

<sup>2</sup> This percentage is multiplied by the withdrawal base at the time the fee is deducted to produce the rider fee. The fee is deducted at the time of the rider anniversary and is also deducted on a proportional basis at the time of rider termination.

<sup>3</sup> This is the number of days after the [fifth]<sup>4</sup> rider anniversary that the rider can be terminated. Termination of the rider will result in the loss of all benefits provided by the rider.

<sup>4</sup> This is the number of years that must elapse before the rider can be terminated. Termination of the rider will result in the loss of all benefits provided by the rider.

<sup>5</sup> This is the attained age at the time of the first withdrawal that will allow a certain percent (see footnote 6) of the Withdrawal Base to be withdrawn.

<sup>6</sup> This percentage is used to derive the Rider Withdrawal Amount annually. If the annuitant is not yet age [59]<sup>5</sup> on the rider date, this percentage will be equal to 0% until the rider anniversary following the annuitant's [59<sup>th</sup>]<sup>5</sup> birthday.

<sup>7</sup> On a rider anniversary, the withdrawal base will be set to the highest policy value on a rider [monthiversary] if there were no excess withdrawals in the current rider year. The Rider Monthiversary is the same day of the month as the rider date. For months not containing that day, the first day of the following month is used.

<sup>8</sup> This period represents the number of rider years that accumulation will occur, assuming no withdrawals are made during this period.

<sup>9</sup> This period represents the number of rider years that must elapse before the Withdrawal Base will double, assuming no withdrawals are made during this period and that the annuitant is at least age [67]<sup>10</sup>.

<sup>10</sup> This is the attained age the annuitant must reach in order for the Withdrawal Base to double, assuming no withdrawals are made before this age is reached and that [10]<sup>9</sup> rider years have passed.

<sup>11</sup> This period is the length of time the rider fee percentage will not increase. After this time period, the rider fee percentage may increase due to an automatic step-up.

<sup>12</sup> This is the maximum the rider fee percentage may increase following the [fifth]<sup>11</sup> rider anniversary.

<sup>13</sup> This is the window during which the policyholder may reject to have an automatic step-up following a rider anniversary, if the rider fee percentage increases.

<sup>14</sup> The elimination period is the number of days [X] either the annuitant or the annuitant's spouse must be confined in a Nursing Facility or Hospital within a specified time period [Y], before Nursing Care Option benefits may become available.

<sup>15</sup> This is the amount of time that has to elapse before Nursing Care Option benefits will be available.

<sup>16</sup> This is the percentage that the Withdrawal Percentage (see footnote 6) will increase by when the Nursing Care Option qualifications are met.

<sup>17</sup> This is the number of days after the [fifth]<sup>18</sup> rider anniversary that the rider can be upgraded.

<sup>18</sup> This is the number of years that must elapse before the rider can be upgraded.

\* Any riders issued on the same day for a given age will receive the same Growth Rate Percentage, Withdrawal Percentage, and Initial Rider Fee Percentage. Consequently, all riders shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

*Single option with the **Income with an additional Death Benefit***  
(Please refer to Actuarial Exhibits 1, 2, 5 and 7)

The following outlines the differences from the base rider:

Title

GUARANTEED LIFETIME WITHDRAWAL BENEFIT **AND DEATH BENEFIT RIDER**

**Article II**

**Added the following provisions:**

**RIDER DEATH BENEFIT**

Upon the annuitant's death, we will pay an additional death benefit amount equal to the excess, if any, of the rider death benefit over the greater of the base policy death benefit or the guaranteed minimum death benefit, if applicable, and this rider will then terminate. The rider death benefit on the rider date is equal to the policy value (less any premium enhancements, if the rider is added in the first policy year). The rider death benefit after the rider date is equal to the rider death benefit on the rider date plus any premiums (not including premium enhancements, if any) added after the rider date less any rider death benefit adjustments.

The rider death benefit does not reset due to the automatic step-up or the double withdrawal base benefit.

**RIDER DEATH BENEFIT ADJUSTMENTS**

Cumulative gross partial withdrawals, taken in a rider year, up to the rider withdrawal amount will reduce the rider death benefit by the same amount (dollar for dollar). Excess withdrawals will reduce the rider death benefit by the greater of:

- 1) the excess withdrawal amount; and
- 2) the result of (A divided by B), multiplied by C, where:
  - A) is the excess withdrawal;
  - B) is the policy value after the rider withdrawal amount has been withdrawn, but prior to the excess withdrawal; and
  - C) is the rider death benefit after the rider withdrawal amount has been withdrawn, but prior to the excess withdrawal.

**Article III**

**CONTINUATION**

**Added the following sentence to the end of the first paragraph:**

No additional death benefit will be paid under this rider at this time.

**Added the following sentence to the end of the second paragraph:**

If these payments are elected but the annuitant dies before the rider death benefit equals zero, the annuitant's beneficiary will receive a death benefit equal to the rider death benefit.

**ANNUITIZATION**

This option will also guarantee that the sum of all income payments received over time will equal or exceed **the greater of the policy value or the rider death benefit** on the maximum annuity commencement date.

**RIDER UPGRADE**

At the time of upgrade, **the rider death benefit will also be upgraded to the policy value** and the rider withdrawal amount will be recalculated based on the new withdrawal base.

## Single option with an additional Death Benefit

### Memorandum of Numerical Variables

Policy Number will be specific to each Policyholder.

Rider Date will be a specific date on each rider.

Growth Rate Percentage <sup>1*</sup> :	Minimum	1.00%
	Maximum	10.00%

Initial Rider Fee Percentage <sup>2*</sup> :	Minimum	0.25%
	Maximum	5.00%

Annuitant, age, and sex will be specific on each rider.

Termination within days from designated rider anniversary <sup>3</sup> :	Minimum	30 days
	Maximum	365 days

Termination Period <sup>4</sup> :	Minimum	After the 1 <sup>st</sup> rider year
	Maximum	After the 10 <sup>th</sup> rider year

Attained Age at first withdrawal <sup>5</sup> :	Minimum	45 years old
	Maximum	100 years old

Withdrawal Percentage <sup>6*</sup> :	Minimum	1.00%
	Maximum	10.00%

Mode of the highest policy value for an automatic step-up <sup>7</sup> :	Minimum	Monthiversary
	Maximum	Semi-Annually

Growth Period <sup>8</sup> :	Minimum	5 years
	Maximum	15 years

Double Withdrawal Base Benefit increase period <sup>9</sup> :	Minimum	5 years
	Maximum	15 years

Attained age of Double Withdrawal Base Benefit increase <sup>10</sup> :	Minimum	45 years old
	Maximum	100 years old

Rider fee percentage automatic step-up increase period <sup>11</sup> :	Minimum	1 year
	Maximum	10 years

Automatic step-up maximum rider fee percentage increase <sup>12</sup> :	Minimum	0.10%
	Maximum	3.00%

Reject an automatic step-up within days from rider anniversary <sup>13</sup> :	Minimum	30 days
	Maximum	365 days

Nursing Care: Elimination Period [X] <sup>14</sup> within the last [Y] <sup>14</sup> :	Minimum for X	90 days
	Maximum for X	365 days
	Minimum for Y	90 days
	Maximum for Y	2 years
Nursing Care: Waiting Period <sup>15</sup> :	Minimum	12 months
	Maximum	5 years
Nursing Care: Attained Age at First Withdrawal <sup>5</sup> :	Minimum	45 years old
	Maximum	100 years old
Nursing Care Option Increase Percentage <sup>16</sup> :	Minimum	20%
	Maximum	100%
Upgrade within days from designated rider anniversary <sup>17</sup> :	Minimum	30 days
	Maximum	365 days
Upgrading period <sup>18</sup> :	Minimum	After the 1 <sup>st</sup> rider year
	Maximum	After the 10 <sup>th</sup> rider year

<sup>1</sup> This accumulation percentage is applied to the withdrawal base during the growth period and only in rider years that withdrawals are not present.

<sup>2</sup> This percentage is multiplied by the withdrawal base at the time the fee is deducted to produce the rider fee. The fee is deducted at the time of the rider anniversary and is also deducted on a proportional basis at the time of rider termination.

<sup>3</sup> This is the number of days after the [fifth]<sup>4</sup> rider anniversary that the rider can be terminated. Termination of the rider will result in the loss of all benefits provided by the rider.

<sup>4</sup> This is the number of years that must elapse before the rider can be terminated. Termination of the rider will result in the loss of all benefits provided by the rider.

<sup>5</sup> This is the attained age at the time of the first withdrawal that will allow a certain percent (see footnote 6) of the Withdrawal Base to be withdrawn.

<sup>6</sup> This percentage is used to derive the Rider Withdrawal Amount annually. If the annuitant is not yet age [59]<sup>5</sup> on the rider date, this percentage will be equal to 0% until the rider anniversary following the annuitant's [59<sup>th</sup>]<sup>5</sup> birthday.

<sup>7</sup> On a rider anniversary, the withdrawal base will be set to the highest policy value on a rider [monthiversary] if there were no excess withdrawals in the current rider year. The Rider Monthiversary is the same day of the month as the rider date. For months not containing that day, the first day of the following month is used.

<sup>8</sup> This period represents the number of rider years that accumulation will occur, assuming no withdrawals are made during this period.

<sup>9</sup>This period represents the number of rider years that must elapse before the Withdrawal Base will double, assuming no withdrawals are made during this period and that the annuitant is at least age [67]<sup>10</sup>.

<sup>10</sup>This is the attained age the annuitant must reach in order for the Withdrawal Base to double, assuming no withdrawals are made before this age is reached and that [10]<sup>9</sup> rider years have passed.

<sup>11</sup>This period is the length of time the rider fee percentage will not increase. After this time period, the rider fee percentage may increase due to an automatic step-up.

<sup>12</sup>This is the maximum the rider fee percentage may increase following the [fifth]<sup>11</sup> rider anniversary.

<sup>13</sup>This is the window during which the policyholder may reject to have an automatic step-up following a rider anniversary, if the rider fee percentage increases.

<sup>14</sup>The elimination period is the number of days [X] either the annuitant or the annuitant's spouse must be confined in a Nursing Facility or Hospital within a specified time period [Y], before Nursing Care Option benefits may become available.

<sup>15</sup>This is the amount of time that has to elapse before Nursing Care Option benefits will be available.

<sup>16</sup>This is the percentage that the Withdrawal Percentage (see footnote 6) will increase by when the Nursing Care Option qualifications are met.

<sup>17</sup>This is the number of days after the [fifth]<sup>18</sup> rider anniversary that the rider can be upgraded.

<sup>18</sup>This is the number of years that must elapse before the rider can be upgraded.

\* Any riders issued on the same day for a given age will receive the same Growth Rate Percentage, Withdrawal Percentage, and Initial Rider Fee Percentage. Consequently, all riders shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

**Joint option with the Income with an additional Death Benefit**  
(Please refer to Actuarial Exhibits 1, 2, 6 and 7)

The following outlines the differences from the base rider:

Title

GUARANTEED LIFETIME WITHDRAWAL BENEFIT AND DEATH BENEFIT RIDER

**Rider Data Specification**

Added Annuitant's Spouse, issue age and sex

**ARTICLE I**

This rider will terminate upon the **later of the annuitant's or annuitant's spouse's** death,

**Added the following paragraph:**

The annuitant's spouse as of the rider date is hereafter referred to as the annuitant's spouse. As it pertains to the benefits of this rider, the annuitant's spouse cannot be changed. The annuitant's spouse must be the sole primary beneficiary and/or a joint owner. The only living owners allowed on the policy to which this rider is attached are the annuitant and the annuitant's spouse.

**Article II**

**Revised the following provision:**

**GUARANTEED LIFETIME WITHDRAWAL BENEFIT**

Under this rider, we guarantee that you can withdraw up to the rider withdrawal amount each rider year, regardless of the policy value, until the annuitant's **or the annuitant's spouse's** death, **whichever is later**.

The withdrawal percentage is determined by the attained age (age at last birthday) of the **younger of the living spouses** at the time of the first withdrawal of any amount from the policy value taken on or after the rider anniversary following the **younger of the living spouse's** [59<sup>th</sup>] birthday:

<u>Attained Age</u>	<u>Withdrawal Percentage</u>
0-58	<b>0.0%</b>
59-69	<b>4.5%</b>
70-79	<b>5.5%</b>
80+	<b>6.5%</b>

If the **younger of the annuitant or the annuitant's spouse** is not yet [59] on the rider date, the withdrawal percentage will be zero until the rider anniversary following the **younger of the living spouse's** [59<sup>th</sup>] birthday.

**ISSUE AGE AND SURVIVAL**

The benefits under this rider depend on the annuitant **or the annuitant's spouse** being alive at the time of withdrawal and the amount of the benefit depends on the issue age of the annuitant **and the annuitant's spouse**.

If the **younger of the spouses'** ages has been misstated, this rider's fees and benefits will be adjusted to the amounts which would have been calculated for the correct age.

**RIDER WITHDRAWAL AMOUNT**

2) D) the minimum required distributions are based on age of the living annuitant **or the annuitant's spouse if the annuitant is deceased**. The minimum required distributions can not be based on the age of someone who is deceased,

### **DOUBLE WITHDRAWAL BASE BENEFIT**

2) before the anniversary following **the younger of the annuitant or annuitant's spouse** attaining age [67],

**Added the following provisions:**

### **RIDER DEATH BENEFIT**

Upon the later of the annuitant or the annuitant's spouse's death, we will pay an additional death benefit amount equal to the excess, if any, of the rider death benefit over the greater of the base policy death benefit or the guaranteed minimum death benefit, if applicable, and this rider will then terminate. The rider death benefit on the rider date is equal to the policy value (less any premium enhancements, if the rider is added in the first policy year). The rider death benefit after the rider date is equal to the rider death benefit on the rider date plus any premiums (not including premium enhancements, if any) added after the rider date less any rider death benefit adjustments.

The rider death benefit does not reset due to the automatic step-up or the double withdrawal base benefit.

### **RIDER DEATH BENEFIT ADJUSTMENTS**

Cumulative gross partial withdrawals, taken in a rider year, up to the rider withdrawal amount will reduce the rider death benefit by the same amount (dollar for dollar). Excess withdrawals will reduce the rider death benefit by the greater of:

- 1) the excess withdrawal amount; and
- 2) the result of (A divided by B), multiplied by C, where:
  - A) is the excess withdrawal;
  - B) is the policy value after the rider withdrawal amount has been withdrawn, but prior to the excess withdrawal; and
  - C) is the rider death benefit after the rider withdrawal amount has been withdrawn, but prior to the excess withdrawal.

### **NURSING CARE OPTION**

If **either** the annuitant **or the annuitant's spouse** is confined, due to a medical necessity, in a hospital or nursing facility and has been so confined for the elimination period, benefits from this option are available provided that the waiting period requirement has been satisfied. The elimination period and waiting period do not need to occur consecutively. The nursing care option provides an increase to the withdrawal percentage (as described in the guaranteed lifetime withdrawal benefit provision of this Article), until the **qualifying person or persons** are no longer confined as described above. The increase in the withdrawal percentage provided by this option will be as follows:

### **Article III**

### **CONTINUATION**

In the case of spousal joint owners where one spouse is the annuitant, if the spouse who is the annuitant dies **and the surviving spouse is the sole beneficiary, the rider continues until the death of the surviving spouse.**

**Added the following sentence to the end of the first paragraph:**

No additional death benefit will be paid under this rider at this time.

**Removed the following paragraph:**

In the case of non-spousal joint owners where an owner who is not the annuitant dies, the surviving owner (who is also the sole designated beneficiary) may elect to receive lifetime income payments under this rider instead of receiving any benefits applicable to the policy. The lifetime income payments must begin no later than 1 year after the owner's death and will be equal to the rider withdrawal amount divided by the number of payments made per year. Once the payments begin, no additional premium payments will be accepted and no additional withdrawals will be paid.

**ANNUITIZATION**

This option will also guarantee that the sum of all income payments received over time will equal or exceed **the greater of the policy value or the rider death benefit** on the maximum annuity commencement date. If the annuitant **or annuitant's spouse** should die before the sum of all income payments received equals or exceeds the greater of the policy value or the rider death benefit on the maximum annuity commencement date, the annuitant's beneficiary will receive a final payment equal to the difference.

**RIDER UPGRADE**

At the time of upgrade, **the rider death benefit will also be upgraded to the policy value** and the rider withdrawal amount will be recalculated based on the new withdrawal base.

## Joint option with an additional Death Benefit

### Memorandum of Numerical Variables

Policy Number will be specific to each Policyholder.

Rider Date will be a specific date on each rider.

Growth Rate Percentage <sup>1*</sup> :	Minimum	1.00%
	Maximum	10.00%

Initial Rider Fee Percentage <sup>2*</sup> :	Minimum	0.25%
	Maximum	5.00%

Annuitant, age, and sex will be specific on each rider.

Annuitant's spouse, age, and sex will be specific on each rider.

Termination within days from designated rider anniversary <sup>3</sup> :	Minimum	30 days
	Maximum	365 days

Termination Period <sup>4</sup> :	Minimum	After the 1 <sup>st</sup> rider year
	Maximum	After the 10 <sup>th</sup> rider year

Attained Age at first withdrawal <sup>5</sup> :	Minimum	45 years old
	Maximum	100 years old

Withdrawal Percentage <sup>6*</sup> :	Minimum	1.00%
	Maximum	10.00%

Mode of the highest policy value for an automatic step-up <sup>7</sup> :	Minimum	Monthiversary
	Maximum	Semi-Annually

Growth Period <sup>8</sup> :	Minimum	5 years
	Maximum	15 years

Double Withdrawal Base Benefit increase period <sup>9</sup> :	Minimum	5 years
	Maximum	15 years

Attained age of Double Withdrawal Base Benefit increase <sup>10</sup> :	Minimum	45 years old
	Maximum	100 years old

Rider fee percentage automatic step-up increase period <sup>11</sup> :	Minimum	1 year
	Maximum	10 years

Automatic step-up maximum rider fee percentage increase <sup>12</sup> :	Minimum	0.10%
	Maximum	3.00%

Reject an automatic step-up within days from rider anniversary <sup>13</sup> :	Minimum	30 days
	Maximum	365 days
Nursing Care: Elimination Period [X] <sup>14</sup> within the last [Y] <sup>14</sup> :	Minimum for X	90 days
	Maximum for X	365 days
	Minimum for Y	90 days
	Maximum for Y	2 years
Nursing Care: Waiting Period <sup>15</sup> :	Minimum	12 months
	Maximum	5 years
Nursing Care: Attained Age at First Withdrawal <sup>5</sup> :	Minimum	45 years old
	Maximum	100 years old
Nursing Care Option Increase Percentage <sup>16</sup> :	Minimum	20%
	Maximum	100%
Upgrade within days from designated rider anniversary <sup>17</sup> :	Minimum	30 days
	Maximum	365 days
Upgrading period <sup>18</sup> :	Minimum	After the 1 <sup>st</sup> rider year
	Maximum	After the 10 <sup>th</sup> rider year

<sup>1</sup> This accumulation percentage is applied to the withdrawal base during the growth period and only in rider years that withdrawals are not present.

<sup>2</sup> This percentage is multiplied by the withdrawal base at the time the fee is deducted to produce the rider fee. The fee is deducted at the time of the rider anniversary and is also deducted on a proportional basis at the time of rider termination.

<sup>3</sup> This is the number of days after the [fifth]<sup>4</sup> rider anniversary that the rider can be terminated. Termination of the rider will result in the loss of all benefits provided by the rider.

<sup>4</sup> This is the number of years that must elapse before the rider can be terminated. Termination of the rider will result in the loss of all benefits provided by the rider.

<sup>5</sup> This is the attained age at the time of the first withdrawal that will allow a certain percent (see footnote 6) of the Withdrawal Base to be withdrawn.

<sup>6</sup> This percentage is used to derive the Rider Withdrawal Amount annually. If the annuitant is not yet age [59]<sup>5</sup> on the rider date, this percentage will be equal to 0% until the rider anniversary following the annuitant's [59<sup>th</sup>]<sup>5</sup> birthday.

<sup>7</sup> On a rider anniversary, the withdrawal base will be set to the highest policy value on a rider [monthiversary] if there were no excess withdrawals in the current rider year. The Rider Monthiversary is the same day of the month as the rider date. For months not containing that day, the first day of the following month is used.

<sup>8</sup> This period represents the number of rider years that accumulation will occur, assuming no withdrawals are made during this period.

<sup>9</sup> This period represents the number of rider years that must elapse before the Withdrawal Base will double, assuming no withdrawals are made during this period and that the annuitant is at least age [67]<sup>10</sup>.

<sup>10</sup> This is the attained age the annuitant must reach in order for the Withdrawal Base to double, assuming no withdrawals are made before this age is reached and that [10]<sup>9</sup> rider years have passed.

<sup>11</sup> This period is the length of time the rider fee percentage will not increase. After this time period, the rider fee percentage may increase due to an automatic step-up.

<sup>12</sup> This is the maximum the rider fee percentage may increase following the [fifth]<sup>11</sup> rider anniversary.

<sup>13</sup> This is the window during which the policyholder may reject to have an automatic step-up following a rider anniversary, if the rider fee percentage increases.

<sup>14</sup> The elimination period is the number of days [X] either the annuitant or the annuitant's spouse must be confined in a Nursing Facility or Hospital within a specified time period [Y], before Nursing Care Option benefits may become available.

<sup>15</sup> This is the amount of time that has to elapse before Nursing Care Option benefits will be available.

<sup>16</sup> This is the percentage that the Withdrawal Percentage (see footnote 6) will increase by when the Nursing Care Option qualifications are met.

<sup>17</sup> This is the number of days after the [fifth]<sup>18</sup> rider anniversary that the rider can be upgraded.

<sup>18</sup> This is the number of years that must elapse before the rider can be upgraded.

\* Any riders issued on the same day for a given age will receive the same Growth Rate Percentage, Withdrawal Percentage, and Initial Rider Fee Percentage. Consequently, all riders shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.