

SERFF Tracking Number: ALLD-125723670 State: Arkansas
 Filing Company: Allianz Life and Annuity Company State Tracking Number: 39535
 Company Tracking Number: N40001-IND
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
 Variable
 Product Name: Individual Deferred Fixed Annuity
 Project Name/Number: Individual Deferred Fixed Annuity Filing/N40001-IND

Filing at a Glance

Company: Allianz Life and Annuity Company

Product Name: Individual Deferred Fixed Annuity SERFF Tr Num: ALLD-125723670 State: ArkansasLH

TOI: A021 Individual Annuities- Deferred Non- Variable SERFF Status: Closed State Tr Num: 39535

Sub-TOI: A021.003 Single Premium Co Tr Num: N40001-IND State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Authors: Erin Hadrits, Sandy Disposition Date: 07/10/2008

Manos, Jenny Coig

Date Submitted: 07/07/2008 Disposition Status: Approved

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: Individual Deferred Fixed Annuity Filing

Project Number: N40001-IND

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 07/10/2008

State Status Changed: 07/10/2008

Corresponding Filing Tracking Number:

Filing Description:

Allianz Life and Annuity Company

5701 Golden Hills Drive

Minneapolis, MN 55416-1297

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type:

Group Market Size:

Group Market Type:

Deemer Date:

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Re: Allianz Life and Annuity Company – NAIC #69604, FEIN #59-2378916

Deferred Fixed Annuity

N40001-IND Deferred Fixed Annuity Contract

Q40001-IND Contract Schedule

V40001-IND Application for Individual Deferred Fixed Annuity Contract

W40004-IND Cost of Living Adjustment Rider

W40006-IND Maximum Anniversary Value Rider

W40008-IND Income Protection Rider

Please find enclosed the above referenced forms submitted for review. These forms are new and have never been issued. These forms are very similar to the group product previously approved by the Department on April 21, 2008, under SERFFALLD-125570448. The product's benefits have not changed in order to offer this product on an individual basis. Please also note that these forms are exact copies of those concurrently submitted by Allianz Life Insurance Company of North America found under SERFF ALLD-125723672.

We are filing these forms as individual contracts for sale where the funds being wrapped by the contingent annuity may be available through multiple distribution channels, wherein the group contract is more appropriate where there is an identifiable program sponsor (large financial institution) and the group coverage is specific to the offering of that program sponsor and its eligible clients.

This deferred fixed annuity product provides longevity and market risk protection. It will be marketed through program sponsors to their qualifying account holders. The investment account the contract owner (individual or an entity) has established with the program sponsor is termed the designated account. Allianz will identify any asset allocation programs approved for use with this product, and reserves the right to approve additional asset allocation programs or to remove the approval status of previously approved asset allocation programs. The product will provide, to the contract owner based on the covered person's age and lifetime, a lifetime income annuity payment if the designated account value falls below an established threshold amount. Covered persons are the owners unless the owner is an

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Variable
Product Name: Individual Deferred Fixed Annuity
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that, during the period from after the contract date to the withdrawal start date, the benefit base is equal to the greater of the benefit base on the previous business day plus any additional investment added to the designated account on the previous business day; or the maximum anniversary value.

Form W40008-IND is the optional Income Protection Rider. For contracts issued with the Income Protection Rider, we will use the roll-up amount to calculate the benefit base before and on the withdrawal start date. The roll-up amount is equal to the designated account value on the contract date, increased by 5% on each contract anniversary, increased by any additional investments added to the designated account (subject to the roll-up cap). This rider ensures that, during the period from after the contract date to the withdrawal start date, the benefit base is equal to the greatest of the benefit base on the previous business day plus any additional investment added to the designated account on the previous business day; the maximum anniversary value; or the roll-up amount.

Form V40001-IND is the Application for Individual Deferred Fixed Annuity Contract.

Attached is the actuarial memorandum, as well as a Statement of Variability describing all variables on each of the filed forms that are not variable due to the nature of the contract owner or annuitant(s).

Thank you for your consideration of this filing. If you have any questions, or if you need additional information to complete your review, please call me at 800.328.5601, extension 37246, send a fax to me at 763.765.6306, or send a note electronically to me at jenny.coig@allianzlife.com.

Company and Contact

Filing Contact Information

Jenny Coig, Compliance Analyst
5701 Golden Hills Drive
Minneapolis, MN 55416

Jenny.Coig@Allianzlife.com
(763) 765-7246 [Phone]
(763) 765-6306[FAX]

Filing Company Information

Allianz Life and Annuity Company
5701 Golden Hills Dr.
Minneapolis, MN 55416-1297

CoCode: 69604
Group Code: 761
Group Name:

State of Domicile: Minnesota
Company Type: 04
State ID Number:

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(800) 950-1297 ext. [Phone]

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Filing Fees

Fee Required? Yes
Fee Amount: \$75.00
Retaliatory? Yes
Fee Explanation: Retaliatory Fee of \$75.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Allianz Life and Annuity Company	\$75.00	07/07/2008	21275232

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	07/10/2008	07/10/2008

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Disposition

Disposition Date: 07/10/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Certificate of Readability		Yes
Form	Deferred Fixed Annuity Contract		Yes
Form	Contract Schedule		Yes
Form	Application for Individual Deferred Fixed Annuity Contract		Yes
Form	Cost of Living Adjustment Rider		Yes
Form	Maximum Anniversary Value Rider		Yes
Form	Income Protection Rider		Yes

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Form Schedule

Lead Form Number: N40001-IND

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	N40001-IND	Policy/Cont	Deferred Fixed Annuity Contract	Initial		53	N40001-Ind Contract 6-18-08.pdf
	Q40001-IND	Certificate	Contract Schedule	Initial		50	Q40001-IND contract schedule 6-16-08.pdf
	V40001-IND	Application/ Enrollment Form	Application for Individual Deferred Fixed Annuity Contract	Initial		50	V40001-IND App Contingent 6-18-08 ALAC.pdf
	W40004-IND	Certificate	Cost of Living Adjustment Rider	Initial		50	W40004-IND COLA Rider 6-6-08.pdf
	W40006-IND	Certificate	Maximum Anniversary Value Rider	Initial		50	W40006-IND MAV Rider 6-6-08.pdf

Allianz Life and Annuity Company
[5701 Golden Hills Drive]
[Minneapolis, MN 55416-1297]
[800.950.1962]

Deferred Fixed Annuity Contract

This Contract guarantees Monthly Benefit payments to you over the life of the Covered Person(s) in the event the Designated Account value that you maintain with a Program Sponsor falls below the Threshold Amount before the Maturity Date and this Contract is still in force. In order to receive the full benefit of this Contract, you must comply with all terms as described in this Contract.

There is no cash surrender value or death benefit under this Contract, unless amended by any applicable rider. Your Designated Account is not an account of the Company, and the investments of your Designated Account are not assets of the Company. Your Designated Account is subject to the Program Sponsor's agreement with you. This Contract is nonparticipating.

In consideration of your application for and the payment of Total Contract Charges, we agree to pay to you the Monthly Benefit according to the terms of this Contract. Alternatively, we agree to make annuity payments to you if you elect to apply all of your Designated Account value to purchase an Optional Fixed Annuity from the Company.

Signed for the Company at its home office on the Contract Date.

[

]

[Cynthia Pevehouse

Gary Bhojwani]

Secretary

President

Right to Examine this Contract: Within 20 days after receiving this Contract, if you are dissatisfied for any reason, this Contract may be returned to your agent or to us. We will void this Contract and mail a refund of any Total Contract Charges paid within ten (10) days of receipt of this Contract.

This is a legal contract between you and the Company.

Read this Contract carefully

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Definitions

We, Our, Us and the Company

Allianz Life and Annuity Company.

You, Your, Owner

The person(s) entitled to the ownership rights of this Contract. The Owner must be an owner of the Designated Account.

If there are joint owners of the Designated Account, either joint owner may be named Owner; both joint owners may be named Joint Owners if they are Spouses. If Joint Owners are named, any reference to "Owner" means "Joint Owner".

The Owner is shown on the Contract Schedule.

Age

An individual's age on his or her most recent birthday.

Age Based Income Percentage

The rate we use to calculate the Permitted Withdrawal Limit and the Monthly Benefit. The Age Based Income Percentage Table is shown on the Contract Schedule and is based on the Age of the Covered Person. If Joint Covered Persons are named, the Age Based Income Percentage is based on the Age of the younger Joint Covered Person.

Annuitant

The person upon whose Age and lifetime we base annuity payments if your Designated Account value is applied to an Optional Fixed Annuity. If the Annuitant is not the sole Covered Person and dies before the Annuity Date, a new Annuitant may be appointed subject to our approval. However, if the Annuitant is the sole Covered Person and dies before the Annuity Date, this Contract terminates.

At all times, the Annuitant must be an Owner, unless the Owner is a non-individual. If the Owner is a non-individual, the Annuitant must be an individual with beneficial interest in your Designated Account.

The Annuitant is shown on the Contract Schedule.

Annuity Date

The day annuity payments begin if your Designated Account value is applied to an Optional Fixed Annuity.

Beneficiary

The person(s) or entity(ies) you name to receive any lump sum refund of the Final Premium that we may pay if the last surviving Covered Person dies on or after the Benefit Determination Date. You may change the Beneficiary(ies) by sending us Notice.

Benefit Base

An amount used to determine the Permitted Withdrawal Limit and the Monthly Benefit for this Contract.

Benefit Determination Date

The day the Threshold Grace Period expires so long as this Contract is in force and the Benefit Base is greater than zero. If that day is not a Business Day, the Benefit Determination Date will be on the next Business Day.

Benefit Payment Date

Each Business Day we pay the Monthly Benefit. The first Benefit Payment Date is the Monthly Benefit Start Date. Each Benefit Payment Date is on the same day of the month as the Contract Date. If that day is not a Business Day, or does not exist in a given month (e.g. February 30), the Benefit Payment Date will be on the next Business Day.

Definitions *continued from the previous page*

Business Day

Each day (i) the Program Sponsor is open for business, (ii) we are open for business, and (iii) the New York Stock Exchange is open for trading.

Contract Anniversary

The day that occurs on the same day and in the same month as the Contract Date for each Contract Year. The first Contract Anniversary is 12 months after the Contract Date. If that day is not a Business Day or does not exist in a given month (e.g. February 30), the Contract Anniversary will be on the next Business Day.

Contract Date

The first day this Contract is effective. The Contract Date is shown on the Contract Schedule and determines the Contract Anniversary and the Contract Year.

Contract Year

The first Contract Year begins on the Contract Date. Subsequent Contract Years begin on the Contract Anniversaries. All Contract Years end at the end of the Business Day before the next Contract Anniversary.

Covered Person

The person upon whose Age and lifetime we base the Monthly Benefit payments and Age Based Income Percentage. On the Contract Date, the Covered Person must be at least the Minimum Age and no older than the Maximum Age shown on the Contract Schedule. At all times, the Covered Person must be an Owner, unless the Owner is a non-individual. If the Owner is a non-individual, the Covered Person must be the Annuitant.

If Joint Covered Persons are named, any reference to "Covered Person" also means "Joint Covered Person".

The Covered Person is shown on the Contract Schedule.

Designated Account

An investment account established by you with the Program Sponsor that participates in one or more approved asset allocation programs offered by the Program Sponsor and approved by us.

Due Date

Each Business Day we calculate and deduct Total Contract Charges from your Designated Account, or another account you designate. The first Due Date is the Contract Date. The Due Dates are shown on the Contract Schedule. If that day is not a Business Day, the Due Date will be on the next Business Day. There are no more Due Dates on or after the Benefit Determination Date.

Federal Tax Code

The Internal Revenue Code of 1986, as amended.

Final Premium

Your Designated Account value on the Benefit Determination Date.

Definitions *continued from the previous page*

Joint Annuitant

We only allow Joint Annuitants if you apply your entire Designated Account value to one of the annuity options described in the Optional Fixed Annuity section. You may only add a Joint Annuitant on the Annuity Date by sending us Notice. Joint Annuitants must be Spouses.

Joint Owner

If there are two Owners, each Owner is a Joint Owner. Joint Owners must be Spouses. Joint Owners have equal ownership rights and both must authorize any exercise of those ownership rights unless we allow otherwise.

Joint Covered Person

If there are two Covered Persons, each Covered Person is a Joint Covered Person. Joint Covered Persons must be Spouses and must have a beneficial interest in your Designated Account.

Maturity Date

The Business Day that this Contract terminates if your Designated Account value is greater than or equal to the Threshold Amount, and you elect not to begin annuity payments. The Maturity Date is shown on the Contract Schedule. If that day is not a Business Day, the Maturity Date will be on the next Business Day.

Monthly Benefit

The monthly lifetime income paid on each Benefit Payment Date.

Monthly Benefit Start Date

The Business Day we begin payment of the Monthly Benefit. The Monthly Benefit Start Date will be on the same day of the month as the Contract Date. If that day is not a Business Day, or does not exist in a given month (e.g. February 30), the Monthly Benefit Start Date will be on the next Business Day.

Notice

Receipt of a written request satisfactory to the Company.

Permitted Withdrawal Limit

The maximum amount you may withdraw from your Designated Account each Contract Year before the Benefit Determination Date without reducing or eliminating the benefits under this Contract.

Program Sponsor

The entity shown on the Contract Schedule.

Spouses

Partners joined in marriage as defined by the Federal Tax Code.

Threshold Amount

An amount that is the greater of the Minimum Threshold Amount shown on the Contract Schedule or the Permitted Withdrawal Limit. When your Designated Account value falls below this amount, the Threshold Grace Period begins.

Threshold Grace Period

The period that begins before the Annuity Date and after your Designated Account value falls below the Threshold Amount. The Threshold Grace Period is shown on the Contract Schedule.

Definitions *continued from the previous page*

Total Contract Charges

The sum of all Insurance Charges and Administrative Charges payable on each Due Date.

Withdrawal Start Date

The day on which you take the first withdrawal from your Designated Account, and the withdrawal is not cancelled.

Designated Account

The Designated Account is an investment account you have established with the Program Sponsor. Your rights and obligations with respect to the Designated Account are set forth in your agreement with the Program Sponsor.

The Program Sponsor is responsible for providing us with daily data regarding your Designated Account and the asset allocation program you are invested in. We are not responsible for obtaining this information. Your Designated Account must continually be invested in one or more asset allocation programs offered by the Program Sponsor and approved by us. The approved asset allocation programs as of the Contract Date are shown on the Contract Schedule.

We reserve the right to approve additional asset allocation programs and to remove the approval status from previously approved asset allocation programs. If we remove approval status, we will send written notice of the change to you. You must reallocate that portion of your Designated Account into one or more approved asset allocation programs. If you fail to make this reallocation by the end of the Required Reallocation Period shown on the Contract Schedule, this Contract terminates as of the end of the Required Reallocation Period.

If you reallocate the assets so that any portion is no longer invested in an approved asset allocation program, we will send written notice to you that the reallocation fails to comply with our requirements. You must reallocate that portion of your Designated Account into one or more approved asset allocation programs. If you fail to make this reallocation by the end of the Allocation Correction Period shown on the Contract Schedule, this Contract terminates as of the date the assets were first transferred out of the approved asset allocation program.

If the Program Sponsor changes the asset allocation program(s) so that they no longer meet our standards, meaning we must remove approval status from the program(s), or discontinues the approved asset allocation program(s), and, therefore, the Program Sponsor no longer maintains a qualifying program, we may, at our sole discretion, either:

- i. require the Program Sponsor to establish a new program, which may include investment guidelines established by us; or
- ii. terminate this Contract if we cannot reach an agreement with the Program Sponsor to establish and maintain at least one approved asset allocation program.

If the Program Sponsor no longer maintains any approved asset allocation programs, we will send written notice of termination to you. If the Program Sponsor no longer maintains any approved asset allocation programs, you may be able to transfer your Designated Account value and Benefit Base to another program sponsor and receive a new contract if other programs are available. However, any new contract may have different features, charges, or guarantees.

Additional Investments to the Designated Account

An Additional Investment is money added to your Designated Account after the Contract Date. Proceeds from the assets held in your Designated Account, including dividends, interest and gains, are not Additional Investments.

The total amount of Additional Investments, plus the initial amount in your Designated Account for this Contract or a similar contract, may not exceed the Maximum Coverage Amount shown on the Contract Schedule unless approved by us. If the Maximum Coverage Amount is exceeded, we will send written notice to you. You must remove the portion of the Additional Investment that exceeds the Maximum Coverage Amount from your Designated Account. We do not consider this removal to be a withdrawal. If you fail to do so by the end of the Addition Reversal

Designated Account *continued from the previous page*

Period shown on the Contract Schedule, this Contract terminates as of the date the excess Additional Investment was added to your Designated Account.

If any additional assets are deposited into your Designated Account during the Withdrawal Reversal Period shown on the Contract Schedule, the amount deposited up to the amount of the withdrawal is considered a cancellation of the withdrawal and not an Additional Investment. We consider any excess to be an Additional Investment. If both an Additional Investment and a withdrawal occur on the same Business Day, we process the difference as either an Additional Investment or as a withdrawal, as appropriate.

If more than one Additional Investment occurs on the same Business Day, we add all Additional Investments together and process them as one Additional Investment.

Withdrawals from the Designated Account

A withdrawal is money deducted from your Designated Account after the Contract Date. Deductions from the Designated Account to pay (i) Total Contract Charges or (ii) fees to the Program Sponsor up to the Maximum Program Sponsor Fee are not withdrawals; however, deductions to pay fees to the Program Sponsor in excess of the Maximum Program Sponsor Fee are withdrawals. The Maximum Program Sponsor Fee is shown on the Contract Schedule.

Some withdrawals may reduce or eliminate the Monthly Benefit provided under this Contract.

You may cancel a withdrawal by adding money to your Designated Account during the Withdrawal Reversal Period shown on the Contract Schedule. We consider the amount deposited, up to the amount of the withdrawal, to be a cancellation of the withdrawal and not an Additional Investment; we consider any amount of the deposit in excess of the withdrawal to be an Additional Investment. If the amount deposited is less than the withdrawal, we cancel only the portion of the withdrawal equal to the amount deposited.

If both an Additional Investment and a withdrawal occur on the same Business Day, we process the difference as either an Additional Investment or as a withdrawal, as appropriate.

If more than one withdrawal occurs on the same Business Day, we add all withdrawals together and process them as one withdrawal.

There are two types of withdrawals from your Designated Account: Permitted Withdrawals and Excess Withdrawals.

Permitted Withdrawals

Permitted Withdrawals are withdrawals from your Designated Account that do not exceed the Permitted Withdrawal Limit for a Contract Year. Permitted Withdrawals do not reduce the Benefit Base or the Monthly Benefit. Any amount withdrawn in a Contract Year in excess of the Permitted Withdrawal Limit is an Excess Withdrawal.

The date of the first withdrawal is the Withdrawal Start Date.

We calculate the Permitted Withdrawal Limit on the Withdrawal Start Date and on each Contract Anniversary that occurs on or before the Benefit Determination Date. If the cumulative Permitted Withdrawals for a Contract Year are less than the Permitted Withdrawal Limit, the difference is not added to the subsequent Contract Year's Permitted Withdrawal Limit.

On the Withdrawal Start Date, the Permitted Withdrawal Limit is equal to the Age Based Income Percentage multiplied by the greater of your Designated Account value as of the end of the previous Business Day; or the Benefit Base on the Withdrawal Start Date.

On each Contract Anniversary that occurs after the Withdrawal Start Date, the Permitted Withdrawal Limit is equal to the greater of:

- i. the Age Based Income Percentage applicable on the current Contract Anniversary multiplied by your Designated Account value as of the end of the previous Business Day, or

Designated Account *continued from the previous page*

- ii. the Age Based Income Percentage we used to determine the Permitted Withdrawal Limit on the previous Contract Anniversary or on the Withdrawal Start Date, if later, multiplied by the Benefit Base as of the current Contract Anniversary.

We increase the Permitted Withdrawal Limit, if necessary, to equal the required minimum distribution amount that must be distributed from your Designated Account under the Federal Tax Code. We must receive Notice that you are taking required minimum distributions from your Designated Account. Any amount withdrawn from your Designated Account to satisfy a required minimum distribution for another account in excess of the Permitted Withdrawal Limit is an Excess Withdrawal.

If this Contract is reinstated, on the reinstatement date, we set the Permitted Withdrawal Limit to equal the Benefit Base multiplied by the Age Based Income Percentage on the reinstatement date.

Excess Withdrawals

An Excess Withdrawal is a withdrawal from your Designated Account that is greater than the Permitted Withdrawal Limit for that Contract Year. Excess Withdrawals reduce the Benefit Base as shown in the Benefit Base section.

Monthly Benefit

If your Designated Account value falls below the Threshold Amount, the Threshold Grace Period begins, and we will send written notice to you outlining the action necessary to prevent the Benefit Determination Date from occurring. Unless you take action as outlined in the notice, on the Benefit Determination Date, the Program Sponsor sends us your Final Premium, and Monthly Benefit payments will then begin on the Monthly Benefit Start Date.

After the death of the last surviving Covered Person, the Beneficiary may receive a lump sum refund. The amount of the refund equals the Final Premium minus the total of all Monthly Benefit payments we paid to you.

Benefit Determination Date and Monthly Benefit Start Date

On the Benefit Determination Date, we determine the Monthly Benefit Start Date. First, we calculate the number of Monthly Benefit payments you are entitled to for the remainder of the Contract Year as the difference between the Permitted Withdrawal Limit for the current Contract Year and the total amount withdrawn as Permitted Withdrawals. We then divide this difference by the Monthly Benefit and round up to the next whole number. However, we may reduce this number to align with the actual number of months left in the Contract Year.

We then use the number of Monthly Benefit payments you will receive to determine the Monthly Benefit Start Date. The Monthly Benefit Start Date precedes the next Contract Anniversary by the number of Monthly Benefit payments we will make. The earliest possible Monthly Benefit Start Date is the Business Day immediately after the Benefit Determination Date.

Monthly Benefit

On the Benefit Determination Date, we determine the Monthly Benefit. The Monthly Benefit is the Benefit Base on the Benefit Determination Date multiplied by the Age Based Income Percentage we used to determine the Permitted Withdrawal Limit on the most recent Contract Anniversary divided by twelve (12).

We deposit Monthly Benefit payments into your Designated Account or pay them directly to you on each Benefit Payment Date, based on our agreement with the Program Sponsor. Other options may be arranged with our written agreement.

We pay the Monthly Benefit for as long as the Covered Person is living. If Joint Covered Persons are living on the Monthly Benefit Start Date, we continue Monthly Benefit payments until the date of death of the last surviving Covered Person.

Benefit Base

I. Before and on the Withdrawal Start Date

On the Contract Date, the Benefit Base is equal to your Designated Account value.

After the Contract Date and before and on the Withdrawal Start Date, the Benefit Base is equal to the Benefit Base on the previous Business Day plus any Additional Investment added to your Designated Account on the previous Business Day.

II. After the Withdrawal Start Date and before and on the Benefit Determination Date

In all calculations, an Excess Withdrawal proportionately reduces the Benefit Base by the same percentage that it reduced your Designated Account value.

On each Business Day during this period, the Benefit Base is equal to the Benefit Base on the previous Business Day plus any Additional Investment added to your Designated Account on the previous Business Day and minus any reductions from any Excess Withdrawals that occurred on the previous Business Day.

On each Contract Anniversary during this period, first we increase or decrease the Benefit Base by any Additional Investment added to, or Excess Withdrawal taken from, your Designated Account on the previous Business Day. Next, if the Age Based Income Percentage on the current Contract Anniversary or Withdrawal Start Date, if later, multiplied by your Designated Account value as of the end of the previous Business Day is greater than the Age Based Income Percentage we used to determine the Permitted Withdrawal Limit on the previous Contract Anniversary multiplied by the Benefit Base on the current Contract Anniversary, we set the Benefit Base equal to your Designated Account value as of the end of the previous Business Day. Otherwise, we set the Benefit Base equal to the greater of your Designated Account value as of the end of the previous Business Day, or the Benefit Base on the current Contract Anniversary.

III. After the Benefit Determination Date

After the Benefit Determination Date, we permanently set the Benefit Base equal to the Benefit Base on the Benefit Determination Date.

After the Benefit Determination Date, Additional Investments or withdrawals do not increase or decrease the Benefit Base.

IV. On and after the Annuity Date

If your entire Designated Account value is applied to an Optional Fixed Annuity, we permanently set the Benefit Base equal to zero on the Annuity Date, and you will never receive the Monthly Benefit.

On and after the Annuity Date, Additional Investments or withdrawals do not increase or decrease the Benefit Base.

V. On and after the Reinstatement Date

If this Contract is terminated for failure to pay Total Contract Charges and afterwards reinstated, then on the reinstatement date, we set the Benefit Base equal to your Designated Account value as of the end of the reinstatement date. After the reinstatement date, we determine the Benefit Base as described above.

Optional Fixed Annuity

At any time before the Benefit Determination Date and before the Maturity Date, you may apply your entire Designated Account value to one of the annuity options described below by sending us Notice. You may only add a Joint Annuitant on the Annuity Date by sending us Notice. To receive annuity payments, your Designated Account must be terminated by liquidating all of the assets in your Designated Account and sending the proceeds along with a properly completed election form to us. Annuity payments begin on the Annuity Date. If your Designated Account value is applied to an Optional Fixed Annuity, the Benefit Base is reduced to zero, and you never receive the Monthly Benefit.

You may request monthly, quarterly, semi-annual, or annual annuity payments. After the Annuity Date, you cannot change the annuity option or the annuity payment frequency. We reserve the right to require that the annuity payments be in an amount no less than the Minimum Annuity Payment Amount shown on the Contract Schedule. We send the annuity payments you, or to the person or entity you designate.

If your Designated Account value is greater than or equal to the Threshold Amount on the Maturity Date, we apply your entire Designated Account value to Optional Fixed Annuity Option A, unless you instruct us otherwise. If Joint Covered Persons are both living on the Maturity Date and your Designated Account value is greater than or equal to the Threshold Amount, we add a Joint Annuitant and apply your entire Designated Account value to Optional Fixed Annuity Option B, unless you instruct us otherwise.

If you instruct us not to apply your entire Designated Account value to an Optional Fixed Annuity, this Contract terminates on the Maturity Date.

**Option A –
Installments for Life**

You receive equal installments as long as the Annuitant is living. We base installments on the purchase rate we declare. This purchase rate will never be less than the purchase rate shown in Table 1.

**Option B – Joint and
Survivor Annuity**

You receive equal installments while either Joint Annuitant is still living. The entire original installment amount continues for the life of the surviving Joint Annuitant after the death of a Joint Annuitant. We base installments on the purchase rate we declare. This purchase rate will never be less than the purchase rate shown in Table 2.

Guaranteed Purchase Rate Tables are shown on the Contract Schedule.

Total Contract Charges

The Program Sponsor automatically deducts Total Contract Charges from your Designated Account, or another account you designate, on each Due Date and sends them to the Company. Total Contract Charges deducted from your Designated Account are not considered withdrawals.

Insurance Charges

Insurance Charges pay for the benefits provided under this Contract. The Initial Annual Insurance Charge Rates are shown on the Contract Schedule. If we change Annual Insurance Charge Rates, we will send written notice of the change to you.

Administrative Charges

Administrative Charges pay for the cost of administering, distributing and maintaining this Contract. The Annual Administrative Charge Rate is shown on the Contract Schedule.

Payment of Total Contract Charges

Total Contract Charges are due on the Due Dates shown on the Contract Schedule. If the Due Date is not a Business Day, then the Total Contract Charges are due on the next Business Day. Total Contract Charges are payable in advance for each period during the term of this Contract. A period begins on a Due Date and ends on the day before the next Due Date. Total Contract Charges are not due after the Benefit Determination Date or on and after the Annuity Date. If the Annuity Date is not a Due Date, we add the amount of the estimated Total Contract Charge you paid in advance from the date of election through the next Due Date to your Designated Account value before calculating the annuity payments.

On each Due Date, we calculate an estimated Total Contract Charge for the upcoming period for each approved asset allocation program. The estimated Total Contract Charge due for an asset allocation program is:

$$A \times B \times C \times D$$

Where:

A = The daily rate for that program. The daily rate for each asset allocation program is the Annual Insurance Charge Rate for that program plus the Annual Administrative Charge Rate, with the result then divided by the number of calendar days in the applicable Contract Year.

B = The Benefit Base on the Due Date.

C = The portion of your Designated Account value in that program on the Due Date divided by your total Designated Account value on the Due Date.

D = The number of calendar days in that period.

The estimated Total Contract Charge for a given period is equal to the sum of the estimated Total Contract Charge for each approved asset allocation program you select.

Total Contract Charges *continued from the previous page*

On the second and later Due Dates, we calculate the final Total Contract Charge for the previous period for each approved asset allocation program. For each day during the previous period, the actual daily Total Contract Charge for each asset allocation program to which your Designated Account value was allocated is:

$$A \times B \times C$$

Where:

A = The daily rate for that program. The daily rate for each asset allocation program is the Annual Insurance Charge Rate for that program plus the Annual Administrative Charge Rate, with the result then divided by the number of calendar days in the applicable Contract Year.

B = The Benefit Base on that day.

C = The portion of your Designated Account value in that program on that day divided by the total Designated Account value on that day.

The final Total Contract Charge for the previous period is equal to the sum, for each day in the previous period, of the actual daily Total Contract Charge for each approved asset allocation program to which your Designated Account value was allocated.

The Program Sponsor automatically deducts the estimated Total Contract Charges from your Designated Account, or another account you designate, on each Due Date and sends them to the Company. If the actual Total Contract Charges for the previous period are greater than the estimated Total Contract Charges paid on the previous Due Date, we increase the estimated Total Contract Charges due on that Due Date by the amount of the difference. If the actual Total Contract Charges for the previous period are less than the estimated Total Contract Charges paid on the previous Due Date, we decrease the estimated Total Contract Charges due on that Due Date by the amount of the difference.

If this Contract terminates for any reason other than non-payment of the Total Contract Charges on a Due Date, we calculate the final Total Contract Charges for the period ending on the effective termination date. If the final Total Contract Charges for the period are greater than the estimated Total Contract Charges paid on the previous Due Date, we deduct the amount of the difference from your Designated Account, or another account you designate. If the actual Total Contract Charges for the period are less than the estimated Total Contract Charges paid on the previous Due Date, we credit the amount of the difference to your Designated Account, or another account you designate.

Grace Period

We allow a Grace Period for payment of Total Contract Charges. The Grace Period is shown on the Contract Schedule. If Total Contract Charges are not paid by the end of the Grace Period, this Contract terminates at the end of the last Business Day of the applicable Grace Period.

Termination

Contract Termination

This Contract terminates on the earliest of the following.

- The date you cancel this Contract. The date of cancellation is the later of the date you specify for cancellation in your Notice to us, or the date we receive and accept such Notice.
- The date you close your Designated Account with the Program Sponsor.
- The date the Grace Period expires and Total Contract Charges are outstanding.
- The date any Covered Person or Annuitant is no longer the owner of, or an individual with the beneficial interest in, your Designated Account.
- The date that the Benefit Base is zero, unless you applied your entire Designated Account value to an Optional Fixed Annuity.
- The date the Required Reallocation Period expires if you have not reallocated your Designated Account into one or more approved asset allocation programs.
- The date the Allocation Correction Period expires if you have not reallocated your Designated Account to one or more approved asset allocation programs.
- The date specified in the written notice we send you if the Program Sponsor no longer maintains any approved asset allocation programs.
- The date the Addition Reversal Period expires if you have not withdrawn the excess Additional Investment from your Designated Account.
- The date that your Designated Account value is reduced to zero in connection with an Excess Withdrawal.
- The date we receive due proof of the death of the sole Covered Person. If there are Joint Covered Persons, the date we receive due proof of the death of the last surviving Joint Covered Person. However, if there are Joint Covered Persons and one of them dies before the Monthly Benefit Start Date and the Joint Covered Persons were not recognized as Spouses under the Federal Tax Code at the time of death, we will terminate this Contract as of the date of divorce.
- The date of divorce, if your Designated Account value is greater than or equal to the Threshold Amount, and if one of the Joint Covered Persons dies before we receive Notice of the divorce.
- The date our last annuity payment obligation is met.
- The Maturity Date, if your Designated Account value is greater than or equal to the Threshold Amount and you do not apply your entire Designated Account value to an Optional Fixed Annuity.

This Contract has no cash value unless amended by any applicable rider. Upon termination of this Contract, our obligations to you cease except for any refund of unearned Total Contract Charges.

If we begin payment of Monthly Benefits or annuity payments, the provisions described in this Contract that do not apply to our payment obligations terminate at the earliest of the Benefit Determination Date or Annuity Date.

Termination *continued from the previous page*

Right to Reinstate

You shall have a one-time right to reinstate this Contract once it terminates for failure to pay Total Contract Charges. The right to reinstate is limited to the Right to Reinstate Period shown on the Contract Schedule.

Right to Reapply

If we terminate this Contract, we will not accept an application from you until expiration of the Reapplication Wait Period shown on the Contract Schedule. We will waive the waiting period if this Contract is terminated during the Wait Period Waiver shown on the Contract Schedule. Any subsequent application for a new contract is subject to the availability of insurance and our underwriting rules in effect at that time.

Error or Incorrect Information

When an error is found or updated information has been given to us, we reserve the right to adjust, as applicable, the Insurance Charges, Administrative Charges, Benefit Base, Permitted Withdrawal Limit, Age Based Income Percentage, Maturity Date, Monthly Benefit and annuity payments for this Contract based on the correct information in accordance with the terms of this Contract.

Ownership

Change of Owner, Covered Person, or Annuitant

An Owner, Covered Person, or Annuitant may not be changed without our approval. We will not approve any change that violates any federal or state law. To request a change, you must send us Notice. If there are Joint Owners, both must agree in writing to the change. If we approve a change, it is effective as of the date we receive Notice. We are not responsible for any tax consequences of such a change. We are not liable for any actions taken before we receive the Notice and approve of and record the change. Upon the change, we issue a new Contract Schedule to reflect the change.

Adding a Joint Covered Person

You may add a Joint Covered Person after the Contract Date and before the Withdrawal Start Date by sending us Notice if the Joint Covered Person is the Covered Person's Spouse, has attained the Minimum Age shown on the Contract Schedule, is not older than the Maximum Age shown on the Contract Schedule, and if:

- i. the Joint Covered Person attained the Minimum Age within sixty (60) days of our receipt of Notice; or
- ii. the Covered Person and the Joint Covered Person married within sixty (60) days of our receipt of Notice.

If a Joint Covered Person is added after the Contract Date, we apply new Annual Insurance Charge Rates and Age Based Income Percentages for Joint Covered Persons beginning on the Due Date following the date we add the Joint Covered Person. Annual Insurance Charge Rates and Age Based Income Percentages for Joint Covered Persons are shown on the Contract Schedule.

We may not allow Joint Covered Persons for contracts that are owned by a non-individual.

Divorce

If there is a divorce, you must immediately send us Notice. We will comply with any applicable law or court order regarding this Contract. If the applicable law or the court order divides either (i) your Designated Account, or (ii) any benefit payments being made from this Contract, we will issue one of the former Spouses a new contract, and we will issue a new Contract Schedule for the original contract to the other former Spouse to reflect the division and changes in the Owner, Covered Person, and Annuitant.

If there is a divorce before the Monthly Benefit Start Date, when your Designated Account value is greater than or equal to the Threshold Amount, and if one of the Owners or Covered Persons dies before we receive Notice of the divorce, this Contract terminates as of the date of the divorce to comply with the Federal Tax Code.

Death of a Joint Covered Person

If a Joint Covered Person dies before the Monthly Benefit Start Date or the Annuity Date, the surviving Joint Covered Person becomes the sole Covered Person on the date we receive due proof of death if the Joint Covered Persons were recognized as Spouses under the Federal Tax Code on the date of death. We apply new Annual Insurance Charge Rates and Age Based Income Percentages for sole Covered Persons beginning on the Due Date following the date we receive due proof of death of the Joint Covered Person. However, if the Joint Covered Persons were not recognized as Spouses under the Federal Tax Code on the date of death, we terminate this Contract as of the date of divorce.

Assignment of this Contract

You may not assign or transfer any ownership rights of this Contract, including the right to any Monthly Benefit or annuity payment.

General Provisions

Entire Contract

This Contract, any endorsements, amendments, and any riders together are the entire contract and constitute the contract between you and us with respect to the rights and obligations described this Contract. We deem all statements made to us by any Owner, any Covered Person or any Annuitant to be representations and not warranties.

Contestability

We will not contest this Contract.

Age or Gender

We may periodically require proof of any Covered Person and/or Annuitant's gender and Age. After the Benefit Determination Date or Annuity Date, we may periodically require proof that the Covered Person or Annuitant, and if applicable the Joint Covered Person or Joint Annuitant, are still living.

If the Age or gender of a Covered Person or Annuitant is misstated at the time of application, we reserve the right to adjust, as applicable, the Insurance Charges, Benefit Base, Permitted Withdrawal Limit, Age Based Income Percentage, Maturity Date, Monthly Benefit and annuity payments for this Contract based on the correct Age or gender, in accordance with the terms of this Contract. If there is any change to the amounts payable by us under this Contract, we will correct the payments as follows. If there is any underpayment, we pay the amount of the underpayment in one sum. Any overpayment is deducted from the current or succeeding payment or payments due under this Contract until fully paid. If we issue this Contract before the Minimum Age or after the Maximum Age shown on the Contract Schedule due to a misstatement of Age, we will void this Contract and return the Total Contract Charges paid.

Reports to Owners

We will send you a report at the end of each calendar year. The report includes any information that may be currently required by the insurance supervisory official of the jurisdiction in which this Contract is issued.

No Dividends are Payable

This Contract is issued is non-participating. This Contract does not participate in our profits or surplus, and no dividends are payable.

Who Can Make Changes in this Contract

Any changes to this Contract must be in writing, signed by our President and our Secretary.

Amendments

We reserve the right to amend this Contract in order to comply with changes in applicable law or to retain the qualification for treatment as an annuity, whether under state or federal law, including the following:

- The Federal Tax Code as amended;
- Treasury regulations under the Federal Tax Code;
- Internal Revenue Service rulings; and
- Any requirements imposed by the Internal Revenue Service.

General Provisions <i>continued from the previous page</i>

Riders and endorsements that we add to this Contract in order to comply with applicable tax law do not require your consent but are subject to regulatory approval. Any such changes apply uniformly to all contracts that are affected. We will send you written notice of such changes.

In all events, notwithstanding any other provision of this Contract, we interpret and administer this Contract in accordance with the Federal Tax Code.

Conformity with Law

If any provision of this Contract is contrary to any applicable law, such provision is considered amended to conform to such law.

Minimum Benefits

The benefits payable for this Contract are not less than the minimum benefits required by the laws of the state governing this Contract.

Deferred Fixed Annuity Contract

Allianz Life and Annuity Company

[5701 Golden Hills Drive]

[Minneapolis, MN 55416-1297]

[800.950.1962]

This Contract guarantees Monthly Benefit payments to you over the life of the Covered Person(s) in the event your Designated Account value falls below the Threshold Amount before the Maturity Date and this Contract is still in force. In order to receive the full benefit of this Contract, you must comply with all terms as described in this Contract.

There is no cash surrender value or death benefit under this Contract, unless amended by any applicable rider. Your Designated Account is not an account of the Company, and the investments of your Designated Account are not assets of the Company. Your Designated Account is subject to the Program Sponsor's agreement with you. This Contract is nonparticipating.

In consideration of your application for and the payment of Total Contract Charges, we agree to pay to you the Monthly Benefit according to the terms of this Contract. Alternatively, we agree to make annuity payments to you if you elect to apply all of your Designated Account value to purchase an Optional Fixed Annuity from the Company.

Contract Schedule (continued)

Total Contract Charges

Grace Period: [30] days

Due Dates: [Contract Date and the first Business Day in January, April, July and October]
[Contract Date and each quarterly anniversary of the Contract Date or the next Business Day if such day is not a Business Day]

Insurance Charges

[Initial Annual Insurance Charge Rate for a Sole Covered Person]

[If Program Sponsor Fees are not deducted from Designated Account
[ABC Asset Allocation Program] [0.95%]
[DEF Asset Allocation Program] [0.95%]]

[If Program Sponsor Fees are deducted from Designated Account
[ABC Asset Allocation Program] [1.05%]
[DEF Asset Allocation Program] [1.05%]]

[Initial Annual Insurance Charge Rate for Joint Covered Persons]

[If Program Sponsor Fees are not deducted from Designated Account
[ABC Asset Allocation Program] [1.20%]
[DEF Asset Allocation Program] [1.20%]]

[If Program Sponsor Fees are deducted from Designated Account
[ABC Asset Allocation Program] [1.55%]
[DEF Asset Allocation Program] [1.55%]]

[Initial Annual Insurance Charge Rate, including the Cost of Living Adjustment Rider, for a Sole Covered Person]

[If Program Sponsor Fees are not deducted from Designated Account
[ABC Asset Allocation Program] [1.45%]
[DEF Asset Allocation Program] [1.45%]]

[If Program Sponsor Fees are deducted from Designated Account
[ABC Asset Allocation Program] [1.55%]
[DEF Asset Allocation Program] [1.55%]]

[Initial Annual Insurance Charge Rate, including the Cost of Living Adjustment Rider, for Joint Covered Persons]

[If Program Sponsor Fees are not deducted from Designated Account
[ABC Asset Allocation Program] [1.70%]
[DEF Asset Allocation Program] [1.70%]]

[If Program Sponsor Fees are deducted from Designated Account
[ABC Asset Allocation Program] [2.05%]
[DEF Asset Allocation Program] [2.05%]]

Insurance Charge Rates are guaranteed for the first [two (2) Contract Years]. Subsequent Insurance Charge Rates will not change more than [once per Contract Year] and are guaranteed to be no greater than [.50%] more than the rates shown above.

Administrative Charge

The Annual Administrative Charge Rate is [0.25]%.

Contract Schedule (continued)

[Optional Riders:] [Maximum Anniversary Value Rider]
 [Income Protection Rider]
 [Cost of Living Adjustment Rider]

Reinstatement and Reapplication

Right to Reinstatement Period: [90 days] after Contract termination
Reapplication Wait Period: [24 months] after Contract termination
Wait Period Waiver: [30 days] before and after every [fifth] Contract Anniversary

Contract Schedule (continued)

Guaranteed Purchase Rate Tables are based on [1]% interest and the [Annuity 2000 Mortality Tables]. Values for ages not shown will be furnished upon request.

TABLE 1, LIFE ONLY ANNUITY
Monthly Installments, per \$1,000, payable during the lifetime of the Annuitant.

Age on Annuity Date	Male Annuitant	Female Annuitant
[50	3.02	2.78
51	3.09	2.84
52	3.17	2.90
53	3.25	2.97
54	3.33	3.04
55	3.42	3.12
56	3.51	3.20
57	3.61	3.29
58	3.72	3.38
59	3.83	3.47
60	3.95	3.57
61	4.07	3.68
62	4.21	3.79
63	4.35	3.91
64	4.50	4.04
65	4.67	4.18
66	4.84	4.33
67	5.03	4.48
68	5.22	4.65
69	5.43	4.83
70	5.66	5.03
71	5.90	5.24
72	6.15	5.47
73	6.42	5.71
74	6.71	5.98
75	7.02	6.26
76	7.36	6.57
77	7.71	6.91
78	8.09	7.27
79	8.50	7.66
80	8.93	8.09]

TABLE 2, JOINT AND SURVIVOR ANNUITY
Monthly installment per \$1,000, payable as long as either Annuitant is living.

Age of Male on Annuity Date	Age of Female on Annuity Date						
	50	55	60	65	70	75	80
[50	2.49	2.63	2.74	2.84	2.90	2.95	2.98
55	2.58	2.76	2.94	3.09	3.21	3.29	3.35
60	2.65	2.88	3.12	3.34	3.54	3.69	3.80
65	2.70	2.97	3.27	3.58	3.89	4.15	4.36
70	2.73	3.03	3.38	3.78	4.22	4.64	5.00
75	2.75	3.06	3.46	3.93	4.49	5.11	5.70
80	2.76	3.09	3.51	4.04	4.70	5.50	6.37]

Application for Individual Deferred Fixed Annuity Contract

Program Sponsor name	Designated Account number
Designated Account Value Required Minimum \$[50,000]	\$

[Allianz Life and Annuity Company
5701 Golden Hills Drive
Golden Valley, MN 55416-1297
800-624-0197]



1. Applicant/ Owner(s) (Must be the legal owner of the account with Program Sponsor)

[Owner is individual (Individual owner must be at least 50 and cannot be 81 or older)]

Individual owner first name	MI	Last name	Jr., Sr., III
Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth (mm/dd/yyyy)	Social security number	U.S. citizen (If no, need W8-BEN) <input type="checkbox"/> Yes <input type="checkbox"/> No

Non-individual owner

Non-individual owner legal name and date of formation	Owner is <input type="checkbox"/> Trust] <input type="checkbox"/> Custodial (IRA)] <input type="checkbox"/> Custodial 401]	Tax ID number
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Joint Owner (Optional – must be the spouse of the owner and must be at least 50 and cannot be 81 or older)

Joint owner first name	MI	Last name	Jr., Sr., III
Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth (mm/dd/yyyy)	Social security number	
Relationship to owner		U.S. citizen (If no, need W8-BEN) <input type="checkbox"/> Yes <input type="checkbox"/> No	

Contact information for Owner

Street address	City, State and Zip
Mailing address	City, State and Zip
Home telephone number	Work telephone number
Email]	

2. Annuitant

Annuitant (Must be owner unless owner is non-individual; must be at least 50 and cannot be 81 or older)

Annuitant first name	MI	Last name	Jr., Sr., III
Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth (mm/dd/yyyy)	Social security number	U.S. citizen (If no, need W8-BEN) <input type="checkbox"/> Yes <input type="checkbox"/> No

3. Optional Riders

[Optional Benefit Base calculation riders
 Maximum Anniversary Value Rider
 Income Protection Rider
 Cost of Living Adjustment Rider
 Other: _____]

4. Covered Persons

Single Life Payout¹:

Name _____

Check one: Owner Joint Owner Annuitant, if owned by a non-individual

Date of birth ____/____/____

¹ For single payments:

- If the contract is solely owned, the Covered Person is the Owner.
- If the contract is owned by a non-individual, the Covered Person is the Annuitant.
- If the contract is jointly owned, you may be able to choose which Joint Owner is the Covered Person subject to the age restrictions in the contract.

Joint Life Payout²:

Spouse's name _____

Spouse's date of birth ____/____/____

Spouse's gender: Male Female

Spouses must qualify as such under federal law until the Monthly Benefit Start Date. If, at any time before the Monthly Benefit Start Date, you are no longer spouses, you must send us notice and you must remove a Covered Person from the contract. If one Covered Person dies before we receive notice that the Covered Persons are no longer spouses, then the contract will terminate.

²For joint payments, you and your spouse are the Covered Person(s). The Joint Covered Person must be at least 50 and cannot be 81 or older.

Primary beneficiary (Complete only if Joint Owners are not named)

Beneficiary first name	MI	Last name	Jr., Sr., III
Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth (mm/dd/yyyy)	Social security number	U.S. citizen (If no, need W8-BEN) <input type="checkbox"/> Yes <input type="checkbox"/> No
Non-individual beneficiary legal name and date of formation			Tax ID number

Contingent beneficiary (Optional)

Contingent beneficiary first name	MI	Last name	Jr., Sr., III
Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Date of birth (mm/dd/yyyy)	Social security number	U.S. citizen (If no, need W8-BEN) <input type="checkbox"/> Yes <input type="checkbox"/> No
Non-individual contingent beneficiary legal name and date of formation			Tax ID number

5. Source of Funds

Nonqualified:

Qualified: **Qualified IRA:** IRA Roth IRA SEP IRA Roth conversion (Contribution for tax year _____)
Qualified plans: Custodial 401 401 one person defined benefit

6. Replacement

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

Will the annuity contract applied for replace or change existing contracts or policies?* Yes No

*If there is existing coverage, states that have adopted the NAIC Model Replacement Regulation, or a variation of the Model, require that the replacement form be completed even if a replacement is not indicated. For a replacement in any state, attach the appropriate replacement form for the state in which the application is taken.

7. Payment Authorization

Payment for the Total Contract Charges will be made by the Program Sponsor by deducting sums from your account with the Program Sponsor or other account. I hereby authorize the Program Sponsor to deduct the Total Contract Charges and to pay the amounts to Allianz Life and Annuity Company from my account with Program Sponsor or other account when due. I understand that this authorization will apply during the entire time I have coverage under my contract.

Account to be deducted: _____

Authorization by account owner: _____
(signature)

8. State Notices

The following states require applicants to read and acknowledge the statement for your state below.

[Arizona: This contract may be returned within 10 days or **within 30 days if you are age 65 or older on the date of the application, if you are dissatisfied for any reason.** It can be mailed or delivered to either us or the representative who sold it. Return of this contract by mail is effective on being postmarked, properly addressed and postage prepaid. We will refund an amount equal to the sum of the difference between the premiums paid; including any contract fees or other charges, and the amounts allocated to any separate accounts under the contract on the date the returned contract is received by us. On written request, we are required to provide you, within a reasonable time, reasonable factual information regarding the benefits and provisions of this annuity contract.

Arkansas, Louisiana, Maine, Ohio, Oklahoma, Tennessee, Virginia and West Virginia: Any person who knowingly intends to defraud an insurance company, submits an application or files a statement of claim containing any false, incomplete, or misleading information, commits the crime of fraud and may be subject to criminal prosecution and civil penalties. In ME and TN, additional penalties may include imprisonment, fines or denial of insurance benefits.

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

District of Columbia, Kentucky, New Mexico and Pennsylvania: Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act which is a crime. In DC penalties may include imprisonment and/or fines, or denial of insurance benefits. In NM and PA, this activity subjects such a person to criminal and civil penalties.

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

Maryland: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey and Oregon: Any person who includes any false or misleading information on an application for an insurance contract is subject to criminal and civil penalties.

Washington: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits].

9. Agreement and Signatures

This is an application for a Deferred Fixed Annuity Contract issued by Allianz Life and Annuity Company. No coverage will exist until this application has been accepted by Allianz Life and Annuity Company. If my application is accepted, the coverage will be effective as of the date of this application is received in good order by Allianz Life and Annuity Company and I will be issued a Contract.

I understand that if at any time my investment allocations are not approved, I will be given notice. I understand if I receive this notice, unless I take action to move my assets into investment allocations that are approved at such time within the given period, my Contract and all rights and benefits under the Contract will be terminated.

I understand that my account with the Program Sponsor is a contractual obligation with the Program Sponsor, and the Contract is an obligation of Allianz Life and Annuity Company. The Program Sponsor is not responsible for the obligations of Allianz Life and Annuity Company under the Contract and Allianz Life and Annuity Company is not responsible for my account with the Program Sponsor.

I understand that the Program Sponsor maintains information about my account and such information is necessary to administer the Contract and my benefits under the Contract and that Allianz Life and Annuity Company maintains information about my benefits under the Contract and that such information is necessary for the Program Sponsor to provide me services. I hereby authorize the Program Sponsor to provide information about my account to Allianz Life and Annuity Company for the purpose of processing, servicing and administering the Contract and any of my benefits under the Contract, and I authorize Allianz Life and Annuity Company to provide information about my benefits under the Contract for the purposes of providing me services. All information shared will be treated as confidential.

It is agreed that: (1) all statements and answers given above are true and complete to the best of my knowledge; (2) I may be required to provide proof of the annuitant's, age and gender at any time; (3) any changes made in this application form shall be subject to my consent; (4) I understand that I may return the Contract within the free look period (shown on the first page of my Contract) if I am dissatisfied for any reason; and (5) I believe this annuity is suitable for my financial goals.

Signed at, City, State

Owner or Authorized Signor signature (Trustee, Power of Attorney, Custodian, or Guardian, if applicable)

Date

Print name

Joint Owner signature

Date

Print name

Annuitant signature (if different than owner)

Date

Print name

To be answered by Licensed Agent/Broker:

I certify that the statements by the applicant have been truly and accurately recorded in this application. To the best of my knowledge, the insurance applied for in this application will not or will replace existing insurance.

Agent/Broker signature

Agent/Broker number

Date

Florida License Identification # (Florida Agents/Brokers Only)

Cost of Living Adjustment Rider

The Company has issued this rider as a part of the Contract. If there are any conflicts between this rider and your Contract, the provisions in this rider will prevail.

Benefit Base

II. After the Withdrawal Start Date and before and on the Benefit Determination Date (replaced)

In all calculations, an Excess Withdrawal proportionately reduces the Benefit Base by the same percentage that it reduced your Designated Account value.

On each Business Day during this period, the Benefit Base is equal to the Benefit Base on the previous Business Day plus any Additional Investment added to your Designated Account on the previous Business Day and minus any reductions from any Excess Withdrawals that occurred on the previous Business Day.

On each Contract Anniversary during this period, first we calculate the Adjusted Benefit Base. Next, if the Age Based Income Percentage on the current Contract Anniversary, or Withdrawal Start Date, if later, multiplied by your Designated Account value as of the end of the previous Business Day is greater than the Age Based Income Percentage we used to determine the Permitted Withdrawal Limit on the previous Contract Anniversary multiplied by the Adjusted Benefit Base on the current Contract Anniversary, we set the Benefit Base equal to your Designated Account value as of the end of the previous Business Day. Otherwise, we set the Benefit Base equal to the greater of your Designated Account value as of the end of the previous Business Day, or the Adjusted Benefit Base on the current Contract Anniversary.

Adjusted Benefit Base

On each Contract Anniversary, the Adjusted Benefit Base is:

$$A + B + C - D$$

Where:

A = The Benefit Base on the previous Business Day adjusted for any Additional Investment added to, or Excess Withdrawals taken from, your Designated Account on the previous Business Day.

B = The Benefit Adjustment for the previous Contract Year.

C = Any Additional Investment Adjustment for the previous Contract Year.

D = Any Excess Withdrawal Adjustment for the previous Contract Year.

The Benefit Adjustment is the Benefit Base on the previous Contract Anniversary multiplied by the Cost of Living Adjustment Rate. The Cost of Living Adjustment Rate is shown on the Contract Schedule.

The Additional Investment Adjustment is the sum of each Additional Investment added to your Designated Account during the previous Contract Year multiplied by its adjusted Cost of Living Adjustment Rate.

The Excess Withdrawal Adjustment is the sum of each reduction to the Benefit Base resulting from an Excess Withdrawal taken during the previous Contract Year multiplied by its adjusted Cost of Living Adjustment Rate.

On each Contract Anniversary, the adjusted Cost of Living Adjustment Rate is:

$$(1 + \text{Cost of Living Adjustment Rate})^{(A/B)} - 1$$

Where:

A = The number of calendar days that the Additional Investment was in, or the Excess Withdrawal was out of, the Benefit Base during the previous Contract Year. This period begins on the Business Day after the Additional Investment was added to, or the Excess Withdrawal was taken from, your Designated Account and ends on the day before the Contract Anniversary.

B = The number of calendar days in the previous Contract Year.

III. After the Benefit Determination Date (replaced)

On each Contract Anniversary on and after the Monthly Benefit Start Date, the Benefit Base is the Benefit Base on the previous Contract Anniversary multiplied by the Cost of Living Adjustment Rate. The Cost of Living Adjustment Rate is shown on the Contract Schedule.

Termination

Rider Termination (added)

This rider terminates on the earliest of:

- The date you cancel this rider. The date of cancellation is the later of the date you specify for cancellation in your Notice to us, or the date we receive and accept such Notice.
- The date the Contract terminates.
- The Annuity Date.
- The Maturity Date.

Right to Reinstate this Rider (added)

Once this rider terminates, it may not be reinstated.

Allianz Life and Annuity Company

[]

[Cynthia Pevehouse Gary Bhojwani]

Secretary

President

Maximum Anniversary Value Rider

The Company has issued this rider as a part of the Contract. If there are any conflicts between this rider and your Contract, the provisions in this rider will prevail.

Benefit Base

I. Before and on the Withdrawal Start Date (replaced)

On the Contract Date, the Benefit Base is equal to your Designated Account value.

After the Contract Date and before and on the Withdrawal Start Date, the Benefit Base is equal to the greater of the Benefit Base on the previous Business Day plus any Additional Investment added to your Designated Account on the previous Business Day, or the Maximum Anniversary Value.

Maximum Anniversary Value

On the Contract Date, the Maximum Anniversary Value is equal to your Designated Account value.

We add any Additional Investment to the Maximum Anniversary Value on the Business Day after it is added to your Designated Account.

On each Contract Anniversary, the Maximum Anniversary Value is equal to the greater of the Maximum Anniversary Value on the previous Business Day plus any Additional Investment added to your Designated Account on the previous Business Day; or your Designated Account value as of the end of the previous Business Day.

V. On and after the Reinstatement Date (replaced)

If your Contract is terminated for failure to pay Total Contract Charges and then reinstated, on the reinstatement date, we set the Benefit Base and Maximum Anniversary Value equal to your Designated Account value as of the end of the reinstatement date. After the reinstatement date, we determine the Benefit Base and Maximum Anniversary Value as described above.

Termination

Rider Termination (added)

This rider terminates on the earliest of:

- The date you cancel this rider. The date of cancellation is the later of the date you specify for cancellation in your Notice to us, or the date we receive and accept such Notice.
- The date the Contract terminates.
- The day after the Withdrawal Start Date.
- The Annuity Date.
- The Maturity Date.

Right to Reinstate this Rider (added)

Once this rider terminates, it may not be reinstated.

Information

Error or Incorrect Information

When an error is found or updated information has been given, we reserve the right to adjust, as applicable, the Maximum Anniversary Value for your Contract based on the correct information, in accordance with the terms of your Contract. (added)

Allianz Life and Annuity Company

[

[Cynthia Pevehouse Gary Bhojwani]

Secretary

President

Income Protection Rider

The Company has issued this rider as a part of the Contract. If there are any conflicts between this rider and your Contract, the provisions in this rider will prevail.

Benefit Base

I. Before and on the Withdrawal Start Date (replaced)

On the Contract Date, the Benefit Base is equal to your Designated Account value.

After the Contract Date and before and on the Withdrawal Start Date, the Benefit Base is equal to the greatest of the Benefit Base on the previous Business Day plus any Additional Investment added to your Designated Account on the previous Business Day; the Maximum Anniversary Value; or the Roll-up Amount.

Maximum Anniversary Value

On the Contract Date, the Maximum Anniversary Value is equal to your Designated Account value.

We add any Additional Investment to the Maximum Anniversary Value on the Business Day after it is added to your Designated Account.

On each Contract Anniversary, the Maximum Anniversary Value is equal to the greater of the Maximum Anniversary Value on the previous Business Day plus any Additional Investment added to your Designated Account on the previous Business Day; or your Designated Account value as of the end of the previous Business Day.

Roll-up Amount

The Roll-up Amount is equal to the lesser of the Annual Increase or the Roll-up Cap.

Annual Increase

On the Contract Date, the Annual Increase is equal to your Designated Account value. We add any Additional Investment to the Annual Increase on the Business Day after it is added to your Designated Account.

On each Contract Anniversary, the Annual Increase is:

$$A + B + C$$

Where:

A = The Annual Increase as of the previous Business Day plus any Additional Investment added to your Designated Account on the previous Business Day.

B = The Annual Increase as of the previous Contract Anniversary, or the Contract Date if this is the first Contract Anniversary, multiplied by the Roll-up Rate shown on the Contract Schedule.

C = The sum of each Additional Investment added to your Designated Account during the previous Contract Year multiplied by its adjusted Roll-up Rate.

On each Contract Anniversary, the adjusted Roll-up Rate is:

$$(1 + \text{Roll-up Rate})^{(A/B)} - 1$$

Where:

A = The number of calendar days that the Additional Investment was in the Benefit Base during the previous Contract Year. This period begins on the Business Day after the Additional Investment was added to your Designated Account and ends on the day before the Contract Anniversary.

B = The number of calendar days in the current Contract Year.

Roll-up Cap

On the Contract Date, the Roll-up Cap is equal to your Designated Account value multiplied by the Roll-up Factor shown on the Contract Schedule.

After the Contract Date, and on each Business Day before and on the first Contract Anniversary, the Roll-up Cap is equal to the Roll-up Cap on the previous Business Day, plus any Additional Investment added to your Designated Account on the previous Business Day multiplied by the Roll-up Factor.

On each Business Day after the first Contract Anniversary, and before the fourth Contract Anniversary, and on each Business Day after the fourth Contract Anniversary that is not a Contract Anniversary, the Roll-up Cap is equal to the Roll-up Cap on the previous Business Day plus any Additional Investment added to your Designated Account on the previous Business Day.

On the fourth and later Contract Anniversaries, the Roll-up Cap is equal to the Roll-up Cap on the previous Business Day plus any Additional Investment added to your Designated Account on the previous Business Day plus any applicable Additional Investment Roll-up. The Additional Investment Roll-up is equal to the total Additional Investments added during the applicable Roll-up Contract Year multiplied by the Roll-up Lag Factor. The Roll-up Contract Year and the Roll-up Lag Factor are shown on the Contract Schedule.

Termination

Rider Termination (added)

This rider terminates on the earliest of:

- The date you cancel this rider. The date of cancellation is the later of the date you specify for cancellation in your Notice to us, or the date we receive and accept such Notice.
- The date the Contract terminates.
- The day after the Withdrawal Start Date.
- The Annuity Date.
- The Maturity Date.

Right to Reinstate this Rider (added)

Once this rider terminates, it may not be reinstated.

Information

Error or Incorrect Information

When an error is found or updated information has been given, we reserve the right to adjust, as applicable, the Maximum Anniversary Value, Roll-up Amount, Roll-up Cap and Annual Increase for your Contract based on the correct information, in accordance with the terms of your Contract. (added)

Allianz Life and Annuity Company

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[Cynthia Pevehouse Gary Bhojwani]

Secretary

President

SERFF Tracking Number: ALLD-125723670 *State:* Arkansas
Filing Company: Allianz Life and Annuity Company *State Tracking Number:* 39535
Company Tracking Number: N40001-IND
TOI: A021 Individual Annuities- Deferred Non- *Sub-TOI:* A021.003 Single Premium
Variable
Product Name: Individual Deferred Fixed Annuity
Project Name/Number: Individual Deferred Fixed Annuity Filing/N40001-IND

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: ALLD-125723670 State: Arkansas
Filing Company: Allianz Life and Annuity Company State Tracking Number: 39535
Company Tracking Number: N40001-IND
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable
Product Name: Individual Deferred Fixed Annuity
Project Name/Number: Individual Deferred Fixed Annuity Filing/N40001-IND

Supporting Document Schedules

Review Status:
Satisfied -Name: Certification/Notice 07/07/2008
Comments:
Attachment:
AR Certificate of Compliance Reg 19 and 11-83.pdf

Review Status:
Satisfied -Name: Application 07/07/2008
Comments:
See application in the form schedule tab (new form filed).

Review Status:
Satisfied -Name: Statement of Variability 07/07/2008
Comments:
Attachments:
SOV for application ALAC 6-17-08.pdf
SOV for ALAC 6-17-08.pdf

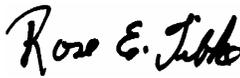
Review Status:
Satisfied -Name: Certificate of Readability 07/07/2008
Comments:
Attachment:
Certificate of Readability ALAC.pdf

CERTIFICATE OF COMPLIANCE

Allianz Life Insurance Company of North America hereby certifies that the policy forms listed below are in compliance with all of the requirements of Arkansas Rule and Regulation 19§10B as well as all applicable requirements of the Arkansas Insurance Department.

Allianz Life Insurance Company of North America also certifies that the guidelines of Arkansas Bulletin 11-83 have been reviewed relative to the forms listed below. The forms comply with all provisions of the Bulletin.

Allianz Life and Annuity Company



Rose Tibke
AVP – Director of Product Filing

Contract Form Numbers:

N40001-IND	Deferred Fixed Annuity Contract
Q40001-IND	Contract Schedule
V40001-IND	Application for Individual Deferred Fixed Annuity Contract
W40004-IND	Cost of Living Adjustment Rider
W40006-IND	Maximum Anniversary Value Rider
W40008-IND	Income Protection Rider

**Statement of Variability
Allianz Life and Annuity Company
Application V40001-IND**

Common variable items on all forms submitted:

Any signatures of the company officers and the company/service center addresses in the contract forms, riders, and on the application are bracketed to denote the necessary variable field.

Each item is listed in order of appearance on the applicable form.

Form V40001-IND

Page #	Variable	Minimum	Maximum	Current	Rationale
1	Company Name				If the company name changes. An informational filing will be submitted if the information changes.
1	Applicant/Contract Owners				Variable for information on individual owner/joint owner.
1	Optional Riders				Based on riders available at time of issue.
1	State Notices (fraud language)				Variable to comply with state requirements.

Statement of Variability
Allianz Life and Annuity Company
Contract Form N40001-IND, Contract Schedule Form Q40001-IND

Common variable items on all forms submitted:

Any signatures of the company officers and the company/service center addresses in the contract forms, riders, and on the application are bracketed to denote the necessary variable field.

Variable items within the contract schedule pages:

Brackets on the contract schedule pages that are not specifically noted below are those that encompass data that is variable by the nature of the annuitant and owner.

Each item is listed in order of appearance on the applicable form.

Page #	Variable	Minimum	Maximum	Current	Rationale
3	Minimum Age	50	65	50	Based on the structure of the benefit and target market for that benefit.
3	Maximum Age	80	90	80	Based on the structure of the benefit and target market for that benefit.
3	Minimum Annuity Payment Amount	\$50 per month	\$500 per month	\$100 per month	Based on market volatility and allocation experience.
3	Designated Account - Maximum Coverage Amount	\$1 Million	\$25 Million	\$5 Million	Based on market volatility and allocation experience.
3	Designated Account - Required Reallocation Period	10 days from written notice	90 days from written notice	30 days from written notice	Based on agreement with Program Sponsor.
3	Designated Account - Allocation Correction Period	10 days from written notice	90 days from written notice	10 days from written notice	Based on agreement with Program Sponsor.
3	Designated Account - Addition Reversal Period	10 days from written notice	90 days from written notice	60 days from written notice	Based on agreement with Program Sponsor.
3	Designated Account - Minimum Threshold Amount	\$0	\$50,000	\$20,000	Based on agreement with Program Sponsor.
3	Designated Account – Threshold Grace Period	10 days from written notice	90 days from written notice	10 days from written notice	Based on agreement with Program Sponsor.

Statement of Variability
Allianz Life and Annuity Company
Contract Form N40001-IND, Contract Schedule Form Q40001-IND

Page #	Variable	Minimum	Maximum	Current	Rationale
3	Benefit Base – Roll-up Rate	3%	10%	5%	Based on market volatility and allocation experience.
3	Benefit Base – Roll-up Factor	150%	300%	200%	Based on market volatility and allocation experience.
3	Benefit Base – Roll-up Contract Year	The Contract Year beginning on the Contract Anniversary exactly 1 Contract Year before any Contract Anniversary	The Contract Year beginning on the Contract Anniversary exactly 10 Contract Years before any Contract Anniversary	The Contract Year beginning on the Contract Anniversary exactly 3 Contract Years before any Contract Anniversary	Based on market volatility and allocation experience.
3	Benefit Base – Roll-up Lag Factor	50%	200%	100%	Based on market volatility and allocation experience. (Roll-up Lag Factor = Roll-up Factor -100%)
3	Benefit Base – Cost of Living Adjustment Rate	1.0%	5.0%	3.0%	Based on the structure of the benefit and target market for that benefit.
3	Withdrawals - Maximum Program Sponsor Fee	.1% of assets in desig acct per [due date]	.75% of assets in desig acct per [due date]	.5% of assets in desig acct per [due date]	Based on agreement with Program Sponsor. Set at time of issue. Any change will be made to new contracts.
3	Withdrawals - Withdrawal Reversal Period	10 days from date of withdrawal	60 days from date of withdrawal	10 days from date of withdrawal	Based on market volatility and allocation experience.
3	Age Based Income Percentage Table	Ages 50-80+; 3%	Ages 65-90+; 8%	Ages 50-80+; 4% - 7%	Based on the structure of the benefit and target market for that benefit.
3A	Total Contract Charges - Grace Period	30 days	60 days	30 days	Based on agreement with Program Sponsor and state requirement.
3A	Total Contract Charges - Due Dates	N/A	N/A	N/A	Included or suppressed based on agreement with Program Sponsor.

Statement of Variability
Allianz Life and Annuity Company
Contract Form N40001-IND, Contract Schedule Form Q40001-IND

Page #	Variable	Minimum	Maximum	Current	Rationale
3A	Initial Annual Insurance Charge Rate for a Sole Covered Person	N/A	N/A	N/A	Included or suppressed based on agreement with Program Sponsor.
3A	If Program Sponsor Fees are not Deducted from Designated Account	N/A	N/A	N/A	Included or suppressed based on agreement with Program Sponsor.
3A	XXX Asset Allocation Program	.70%	2.2%	.95%	Program and associated rate based on agreement with Program Sponsor.
3A	If Program Sponsor Fees are Deducted from Designated Account	N/A	N/A	N/A	Included or suppressed based on agreement with Program Sponsor.
3A	XXX Asset Allocation Program	.70%	2.2%	1.05%	Program and associated rate based on agreement with Program Sponsor.
3A	Initial Annual Insurance Charge Rate for Joint Covered Persons	N/A	N/A	N/A	Included or suppressed based on agreement with Program Sponsor.
3A	If Program Sponsor Fees are not Deducted from Designated Account	N/A	N/A	N/A	Included or suppressed based on agreement with Program Sponsor.
3A	XXX Asset Allocation Program	.85%	2.2%	1.20%	Program and associated rate based on agreement with Program Sponsor.
3A	If Program Sponsor Fees are Deducted from Designated Account	N/A	N/A	N/A	Included or suppressed based on agreement with Program Sponsor.
3A	XXX Asset Allocation Program	.85%	2.2%	1.55%	Program and associated rate based on agreement with Program Sponsor.
3A	Initial Annual Insurance Charge Rate, including COLA, for Sole Covered Person	N/A	N/A	N/A	Included or suppressed based on agreement with Program Sponsor.
3A	If Program Sponsor Fees are not Deducted from Designated Account	N/A	N/A	N/A	Included or suppressed based on agreement with Program Sponsor.
3A	XXX Asset Allocation Program	.95%	2.7%	1.45%	Program and associated rate based on agreement with Program Sponsor.

Statement of Variability
Allianz Life and Annuity Company
Contract Form N40001-IND, Contract Schedule Form Q40001-IND

Page #	Variable	Minimum	Maximum	Current	Rationale
3A	If Program Sponsor Fees are Deducted from Designated Account	N/A	N/A	N/A	Included or suppressed based on agreement with Program Sponsor.
3A	XXX Asset Allocation Program	.95%	2.7%	1.55%	Program and associated rate based on agreement with Program Sponsor.
3A	Initial Annual Insurance Charge Rate, including COLA, for Joint Covered Persons	N/A	N/A	N/A	Included or suppressed based on agreement with Program Sponsor.
3A	If Program Sponsor Fees are not Deducted from Designated Account	N/A	N/A	N/A	Included or suppressed based on agreement with Program Sponsor.
3A	XXX Asset Allocation Program	1.1%	2.7%	1.70%	Program and associated rate based on agreement with Program Sponsor.
3A	If Program Sponsor Fees are Deducted from Designated Account	N/A	N/A	N/A	Included or suppressed based on agreement with Program Sponsor.
3A	XXX Asset Allocation Program	1.1%	2.7%	2.05%	Program and associated rate based on agreement with Program Sponsor.
3A	Insurance Charge Rate Guaranteed Period	1 month	5 Contract years	2 Contract years	Based on market volatility and allocation experience.
3A	Subsequent Insurance Charge Rate Guaranteed Period	Once per month	N/A	once per Contract Year	Based on agreement with Program Sponsor, market volatility and allocation experience.
3A	Subsequent Insurance Charge Rate	0% more than rates shown	.75% more than rates shown	.50% more than rates shown	Based on agreement with Program Sponsor. Set at time of issue. Any change will be made to new contracts.
3A	Annual Administrative Charge Rate	.10%	.50%	.25%	Based on agreement with Program Sponsor.
3B	Optional Riders	N/A	N/A	N/A	List of applicable riders at time of issue.
3B	Right to Reinstate Period	30 days after contract term	365 days after contract term	90 days after contract term	Based on agreement with Program Sponsor.
3B	Reapplication Wait Period	6 months after contract term	60 months after contract term	24 months after contract term	Based on agreement with Program Sponsor.
3B	Wait Period Waiver	0 days before and after every 2 nd contract anniv	90 days before and after every 10 th contract anniv	30 days before and after every 5 th contract anniv	Based on agreement with Program Sponsor.

Statement of Variability
Allianz Life and Annuity Company
Contract Form N40001-IND, Contract Schedule Form Q40001-IND

Page #	Variable	Minimum	Maximum	Current	Rationale
3C	Guaranteed Purchase Rate Tables are based on [x]% interest	0.5%	3.0%	1%	Based on interest rate environment.
3C	Guaranteed Purchase Rate Tables are based on...the [x]	N/A	N/A	Annuity 2000 Mortality Table	Variable to allow for future mortality tables.
3C	Guaranteed Purchase Rate Table 1: Rates	N/A	N/A	As shown on schedule page	Varies with changes in interest rates and mortality table.
3C	Guaranteed Purchase Rate Table 2: Rates	N/A	N/A	As shown on schedule page	Varies with changes in interest rates and mortality table.

Allianz Life and Annuity Company5701 Golden Hills Drive
Minneapolis, MN 55416-1297**CERTIFICATE OF READABILITY**

Contract Form	Flesch Score
N40001-IND	53.1
Q40001-IND	50 (when scored with contract)
V40001-IND	50 (when scored with contract)
W40004-IND	50 (when scored with contract)
W40006-IND	51.1 (when scored with contract)
W40008-IND	50 (when scored with contract)

It is hereby certified that each contract form listed above meets the minimum reading ease score required by each of the following states:

ARIZONA
ARKANSAS
CONNECTICUT
DISTRICT OF COLUMBIA
FLORIDA
GEORGIA
HAWAII
INDIANA
KENTUCKY
MASSACHUSETTS
MAINE
MINNESOTA
MONTANA
NEBRASKA
NEVADANEW HAMPSHIRE
NEW JERSEY
NEW MEXICO
NORTH CAROLINA
NORTH DAKOTA
OKLAHOMA
OHIO
SOUTH CAROLINA
SOUTH DAKOTA
TENNESSEE
VERMONT
VIRGINIA
WEST VIRGINIA
WISCONSIN

The Flesch score was calculated using the text of the entire form. ("Text" is as defined by state regulations).

Each form is readable and complies with all applicable state rules and regulations as to size of print, format and arrangement.

Date: 6/19/2008

A handwritten signature in cursive script that reads "Rose E. Tibke".

Rose E. Tibke
AVP – Director of Product Filing