

SERFF Tracking Number: ALSB-125798067 State: Arkansas
 Filing Company: Surety Life Insurance Company State Tracking Number: 40219
 Company Tracking Number: 16-650, REV. 8/08
 TOI: A021 Individual Annuities- Deferred Non- Variable Sub-TOI: A021.001 Fixed Premium
 Product Name: 16-650, Rev. 8/08 - Amendatory Endorsement for IRA Plans
 Project Name/Number: 16-650, Rev. 8/08 - Amendatory Endorsement for IRA Plans/16-650, Rev. 8/08 - Amendatory Endorsement for IRA Plans

Filing at a Glance

Company: Surety Life Insurance Company

Product Name: 16-650, Rev. 8/08 - Amendatory SERFF Tr Num: ALSB-125798067 State: ArkansasLH
 Endorsement for IRA Plans

TOI: A021 Individual Annuities- Deferred Non- Variable SERFF Status: Closed State Tr Num: 40219

Sub-TOI: A021.001 Fixed Premium Co Tr Num: 16-650, REV. 8/08 State Status: Approved-Closed
 Filing Type: Form Co Status: Reviewer(s): Linda Bird

Author: Janis Baum Disposition Date: 09/16/2008
 Date Submitted: 09/09/2008 Disposition Status: Approved

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name: 16-650, Rev. 8/08 - Amendatory Endorsement for IRA Plans Status of Filing in Domicile: Pending

Project Number: 16-650, Rev. 8/08 - Amendatory Endorsement for IRA Plans 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: 09/16/2008

State Status Changed: 09/16/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Please see cover letter under supporting documentation tab

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Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|----------|------------|------------|----------------|
| Approved | Linda Bird | 09/16/2008 | 09/16/2008 |

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Disposition

Disposition Date: 09/16/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: *ALSB-125798067* State: *Arkansas*
 Filing Company: *Surety Life Insurance Company* State Tracking Number: *40219*
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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 | Cover Letter | | Yes |
| Supporting Document | Statement of Variability | | Yes |
| Form | Amendatory Endorsement | | Yes |
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Form Schedule

Lead Form Number: 16-650, Rev. 8/08

| Review Status | Form Number | Form Type Form Name | Action | Action Specific Data | Readability | Attachment |
|---------------|-------------------|--|---------|----------------------|-------------|-----------------------|
| | 16-650, Rev. 8/08 | Policy/Cont Amendatory ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider | Initial | | 41 | 16-650, Rev. 8-08.pdf |
| | 16-655, Rev. 8/08 | Policy/Cont Amendatory ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider | Initial | | 40 | 16-655, Rev. 8-08.pdf |

Surety Life Insurance Company

Individual Retirement Annuity Amendatory Endorsement

As used in this Endorsement, "Contract" means the Contract or Certificate to which this Endorsement is attached.

This endorsement is made a part of the annuity Contract to which it is attached, and the following provisions apply in lieu of any provisions in the Contract to the contrary. Your Contract has been amended as follows:

Your Contract is amended at your request so that it may qualify as an Individual Retirement Annuity ("IRA") under Section 408 of the Internal Revenue Code, as amended (the "Code"). If the terms of this Endorsement conflict with the Contract (including any schedules, endorsements, riders or amendments that are made a part of your Contract), the provisions of this Endorsement shall control. This Endorsement contains numerous references to various Code sections, Income Tax Regulations and Internal Revenue Service ("IRS") rulings and notices. Such references are subject to change and this Endorsement will follow the most current guidelines. Capitalized terms are as defined in the Contract or this Endorsement. Any reference to specific limits, definitions, or tables under the Code or Income Tax Regulations shall include any applicable successor or replacement limit, definition, or table. We may amend your Contract or this Endorsement to comply with applicable tax requirements. Your consent to any such changes will be sought only if required by the state in which the Contract was issued. Should you not consent to such changes, you may not continue the Contract as an IRA. This Endorsement supersedes any previous IRA Endorsement that may have been provided with your Contract. Your Contract and this Endorsement do not constitute a plan document.

Exclusive Benefit – The Contract is established for the exclusive benefit of you and any Beneficiary.

Designated Beneficiary – Designated Beneficiary shall have the meaning provided under the Code and any applicable regulations.

Owner/Participant – The term "Owner" may be referred to as "Participant" in your Contract. Except where otherwise indicated or required by law, references to "you" or "your" in this Endorsement shall be understood to mean the IRA Owner or a surviving Spouse that elects to treat the Contract as his or her own IRA.

Prohibition of Loans – Loans are not available. Any loan provision of your Contract of which this Endorsement is made a part is hereby deleted.

Code and Other Restrictions

Restrictions on Designations – The "IRA Owner" is an individual who is the sole Owner, the Annuitant, and a measuring life. These designations may not be changed except as permitted by law.

Nontransferability – This Contract may not be sold, transferred, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose. This Contract is not transferable. The requirements of this section shall not be deemed to preclude a transfer to a Spouse or former Spouse under a divorce or separation instrument.

Fixed Premiums – This Contract does not require fixed premiums.

Nonforfeitability – Your interest in the Contract, and that of any Beneficiary following your death, may not be forfeited.

Annuity Option – If you choose an annuity option, it must provide payments that will at least equal the required minimum distributions under the Code. The distribution period chosen cannot exceed the periods specified in section 1.401(a)(9)-6 of the Income Tax Regulations.

Contributions

Maximum Permissible Amount – A contribution permitted under the Contract (“Contribution”) is an amount paid to us in cash which, except as noted below, does not exceed \$4,000 for any taxable year beginning in 2005 through 2007; \$5,000 for any taxable year beginning in 2008 and years thereafter.

- a. After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 219(b)(5)(D). Such adjustments will be made in multiples of \$500. A Contribution in the form of a non-taxable transfer or a rollover as described in Code sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16) or a contribution made in accordance with the terms of a Simplified Employee Pension under Code section 408(k) is not subject to the contribution limits described above. No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 408(p) of the Code. Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the individual first participated in that employer's SIMPLE IRA plan. Finally, no contributions will be accepted from a Designated Beneficiary under an inherited IRA (other than a surviving Spouse that has elected to treat the Contract as his or her own IRA).
- b. In the case of an individual who is 50 or older, the annual cash contribution limit is increased by \$500 for 2005; and \$1,000 for any taxable year beginning in 2006 and years thereafter.
- c. In addition to the amounts described in paragraphs (a) and (b) above, an individual who was a participant in a § 401(k) plan of a certain employer in bankruptcy described in Code § 219(b)(5)(C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. An individual who makes contributions under this paragraph (c) may not also make contributions under paragraph (b).

However, notwithstanding the dollar limits on contributions, an individual may make a repayment of a qualified reservist distribution described in Code § 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.

Distributions

Distributions Before Death Must Commence No Later Than Age 70 ½

- a. Notwithstanding any provision of this IRA to the contrary, the distribution of your interest with respect to this IRA shall be made in accordance with the requirements of section 408(b)(3) of the Code and the regulations thereunder, the provisions of which are herein incorporated by reference.
- b. The entire Interest of your IRA will commence to be distributed no later than the first day of April following the calendar year in which you attain age 70 ½ (the “Required Beginning Date”) over:

- Your life, or the lives of you and your designated beneficiary, or
 - A period certain not extending beyond your life expectancy or the joint and last survivor expectancy of you and your designated beneficiary.
- c. Distributions must:
- Be made in periodic payments at intervals of no longer than one year,
 - Be either non-increasing or increase only as provided in Q&As-1 and -4 of section 1.401(a)(9)-6 of the Income Tax Regulations, and
 - Satisfy the incidental benefit requirements specified in Q&A-2 of section 1.401(a)(9)-6.
- d. The distribution periods described in paragraph (b) above cannot exceed the periods specified in section 1.401(a)(9)-6 of the Income Tax Regulations.
- e. The first required payment can be made as late as April 1 of the year following the year you attain age 70 ½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.
- f. If by the Required Beginning Date distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the Interest in the IRA must satisfy the requirements of section 408(a)(6) of the Code and the regulations thereunder. The amount to be distributed each year, beginning with the calendar year in which you attain age 70 ½ and continuing through the year of your death, shall not be less than the quotient obtained by dividing the interest of the IRA as of the end of the preceding year by the distribution period in the Uniform Lifetime Table in Q&A-2 of section 1.401(a)(9)-9 of the Income Tax Regulations, using your age as of your birthday in the year. However, if your sole designated beneficiary is your surviving spouse and such spouse is more than 10 years younger than you, then the distribution period is determined under the Joint and Last Survivor Table in Q&A-3 of section 1.401(a)(9)-9, using the ages as of your and your spouse's birthdays in the year.

Distributions Upon or After the Death of the Owner

Death On or After the Required Beginning Date – If your death occurs on or after the Required Beginning Date (and paragraph (b) and (c) below does not apply), the remaining portion of your interest will be distributed at least as rapidly as follows:

- a. If a Designated Beneficiary is someone other than your surviving Spouse, the remaining interest will be distributed over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the Beneficiary's age as of his or her birthday in the calendar year following the calendar year of your death, or over a period described in paragraph (c) below if longer.
- b. If the sole Designated Beneficiary is your surviving Spouse, the remaining interest will be distributed over such Spouse's life expectancy or over the period described in paragraph (c) below if longer. Any interest remaining after such Spouse's death will be distributed over such Spouse's remaining life expectancy determined using the Spouse's age as of his or her birthday in the calendar year of the Spouse's death, or, if the distributions are being made over the period described in paragraph (c) below, over such period.
- c. If there is no Designated Beneficiary, or if by operation of paragraph (a) or (b) above, the remaining interest will be distributed over your remaining life expectancy determined using your age as of your birthday in the calendar year of your death.

- d. The amount to be distributed each year under paragraph (a), (b) or (c) beginning with the calendar year following the calendar year of your death, is the quotient obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of section 1.401(a)(9)-9 of the Income Tax Regulations.
- e. If the distributions are being made to a surviving Spouse as the sole Designated Beneficiary, such Spouse's remaining life expectancy for a calendar year is the number in the Single Life Table corresponding to such Spouse's age in the applicable year. In all other cases, remaining life expectancy for a calendar year is the number in the Single Life Table corresponding to the Beneficiary's or individual's age in the calendar year specified in paragraph (a), (b), or (c) and reduced by 1 for each subsequent year. In most cases, distributions under any option chosen can be taken more rapidly than is required under the Code.

Death After Annuity Payments Commence – If distributions irrevocably commenced (except for acceleration) to you over a period permitted and in an annuity form acceptable under Q&A-2 of section 1.401(a)(9)-6 of the Income Tax Regulations, benefits will continue to be paid at least as rapidly as under the distribution method then in effect.

Death Before the Required Beginning Date – If your death occurs before the Required Beginning Date and distributions have not irrevocably commenced (except for acceleration) to you over a period permitted and in an annuity form acceptable under Q&A-2 of section 1.401(a)(9)-6 of the Income Tax Regulations, your entire interest in the Contract will be distributed under one of the alternative methods described below or one of the Code section 401(a)(9)-compliant methods made available by us at such time:

- a. If the Designated Beneficiary is someone other than your surviving Spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the calendar year following the calendar year of your death, or, if elected, in accordance with paragraph (c) below.
- b. If the sole Designated Beneficiary is your surviving Spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70 ½, if later), over such Spouse's life, or, if elected, in accordance with paragraph (c) below. If the surviving Spouse dies before distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the Spouse's death, over the Spouse's Designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the calendar year following the death of the Spouse, or, if elected, will be distributed in accordance with paragraph (c) below. If the surviving Spouse dies after distributions are required to begin, any remaining interest will be distributed over the Spouse's remaining life expectancy determined using the Spouse's age as of his or her birthday in the year of the Spouse's death.
- c. If there is no Designated Beneficiary, or if applicable by operation of paragraph (a) or (b) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of the Spouse's death in the case of the surviving Spouse's death before distributions are required to begin under paragraph (b) above).
- d. The amount to be distributed each year under paragraph (a) or (b) is the quotient obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life

Table in Q&A-1 of section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving Spouse as the sole Designated Beneficiary, such Spouse's remaining life expectancy for a calendar year is the number in the Single Life Table corresponding to such Spouse's age in the applicable calendar year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's or individual's age in the calendar year specified in paragraph (a) or (b) and reduced by 1 for each subsequent year.

- e. A lump sum distribution. This option must be exercised by the end of the calendar year containing the fifth anniversary of your death.

Except as noted below, if no election is made on or before December 31 of the calendar year immediately following the calendar year of your death, the amount to be distributed will be payable immediately thereafter pursuant to paragraph (a) or (b) if applicable.

When Required Distributions Commence – For purposes of distributions upon death on or after the required beginning date or after annuity payments have commenced, required distributions are considered to commence on the individual's Required Beginning Date or, if applicable, on the date distributions are required to begin to the surviving Spouse under Death Before the Required Beginning Date, (b) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Code section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

Surviving Spouse as Designated Beneficiary – If the sole Designated Beneficiary is your surviving Spouse, the Spouse may treat the Contract as his or her own IRA provided the Spouse meets the requirements of the terms of your Contract. Except as may be required by law, all provisions of this Contract that do not specifically terminate upon your death will then be applied to the Spouse. This election will be deemed to have been made if such surviving Spouse makes a regular IRA contribution to the Contract, makes a rollover to or from the Contract, or fails to elect any of the above Minimum Distribution methods or any other method we make available at such time. This election is not available if annuity payments have commenced.

Interest – The "interest" in the Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and –8 of Section 1.408-8 of the Income Tax Regulations. Also, prior to the date that annuity payments commence on an irrevocable basis (except for acceleration) the "interest" in the Contract includes the actuarial value of any other benefits provided under the Contract, such as guaranteed death benefits, unless otherwise provided by applicable federal tax law.

Annual Reports – We shall furnish annual calendar year reports concerning the status of the IRA and such information concerning required Minimum Distributions as is prescribed by the Commissioner of Internal Revenue.


Susan L. Lees
Secretary


Lawrence W. Dahl
President

Surety Life Insurance Company

Roth Individual Retirement Annuity Amendatory Endorsement

(Under section 408A of the Internal Revenue Code)

As used in this endorsement, "Contract" means the Contract or Certificate to which this endorsement is attached.

This endorsement is made a part of the annuity Contract to which it is attached, and the following provisions apply in lieu of any provisions in the Contract to the contrary. This endorsement supersedes any previous IRA endorsement that may have been provided with your Contract. Your Contract and this endorsement do not constitute a plan document. Your Contract has been amended as follows:

The term "Code" shall mean the Internal Revenue Code of 1986, as amended.

The Contract is amended at your request so that it may qualify as a Roth Individual Retirement Annuity (Roth IRA) under section 408A of the Code. This endorsement contains numerous references to various Code sections, Income Tax Regulations and Internal Revenue Service "IRS" rulings and notices. Such references are subject to change and this endorsement will follow the most current guidelines. Any reference to specific limits, definitions, or tables under the Code or Income Tax Regulations shall include any applicable successor or replacement limit, definition, or table.

This amendment is established for the exclusive benefit of the individual Owner (you) and your beneficiary(ies). You may not transfer, sell, assign, discount, or pledge your IRA for any purpose. The requirements of this section shall not be deemed to preclude a transfer to a Spouse or former Spouse under a divorce or separation instrument. Your interest is nonforfeitable. You must also be the Annuitant.

The Contract does not require fixed premiums.

Maximum Permissible Annual Contribution and Restrictions

a. Acceptable Contributions

Except in the case of a qualified rollover contribution or a recharacterization (as defined in (f) below, no contribution will be accepted unless it is in cash and the total of such contributions to all your Roth IRAs for a taxable year does not exceed the applicable amount (as defined in (b) below), or your compensation (as defined in (h) below), if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the applicable amount or your compensation is referred to as a "regular contribution." A "qualified rollover contribution" is a rollover contribution of a distribution from an IRA that meets the requirements of section 408(d)(3) of the Code, except the one-rollover-per-year rule of section 408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA (a "non-Roth IRA"). For taxable years beginning after 2005, a qualified rollover contribution includes a rollover from a designated Roth account described in section 402A of the Code; and for taxable years beginning after 2007, a qualified rollover contribution also includes a rollover from an eligible retirement plan described in section 402(c)(8)(B). Contributions may be limited under (c) through (e) below. No contributions will be accepted from a Designated Beneficiary under an inherited Roth IRA (other than a surviving Spouse that has elected to treat the Annuity as his or her own Roth IRA).

However, notwithstanding the dollar limits on contributions, you may make a repayment of a qualified reservist distribution described in section 72(t)(2)(G) of the Code during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.

b. Applicable Amount

The applicable amount is determined below:

- i. If you are under age 50, the applicable amount is:
 - o \$4,000 for any taxable year beginning in 2005 through 2007, and
 - o \$5,000 for any taxable year beginning in 2008 and years thereafter, or
 - o the maximum amount allowable as a deduction under section 219 of the Code, the provisions of which are herein incorporated by reference, with respect to you for such taxable year.
- ii. If you are 50 or older, the applicable amount under (b)(i) above is:
 - o Increased by \$1,000 for any taxable year beginning in 2006 and years thereafter, or
 - o the maximum amount allowable as a deduction under section 219 of the Code, the provisions of which are herein incorporated by reference, with respect to you for such taxable year.

After 2008, the limits described in (b)(i) and (b)(ii) above will be adjusted by the Secretary of the Treasury for cost-of-living increases under section 219(b)(5)(D) of the Code. Such adjustments will be in multiples of \$500.

- iii. If you were a participant in a section 401(k) plan of a certain employer in bankruptcy described in section 219(b)(5)(C) of the Code, then the applicable amount under paragraph (i) above is increased by \$3,000 for taxable years beginning after 2006 and before 2010 only. An individual who makes contributions under this paragraph (iii) may not also make contributions under paragraph (ii).

c. Regular Contribution Limit

The maximum regular contribution that can be made to all your Roth IRAs for a taxable year is the smaller amount determined under (i) or (ii). After 2006, the dollar amounts below will be adjusted by the Secretary of the Treasury for cost-of-living increases under section 408A(c)(3) of the Code. Such adjustments will be in multiples of \$1,000.

- i. The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income (“modified AGI,” defined in (g) below) in accordance with section 408A of the Code, the provisions of which are herein incorporated by reference. The following table is an example of the provisions under section 408A:

| Filing Status | Full Contribution | Phase-out Range | No Contribution |
|--------------------------------------|-------------------|---------------------------------|-------------------|
| | Modified AGI | | |
| Single or Head of Household | \$95,000 or less | Between \$95,000 and \$110,000 | \$110,000 or more |
| Joint Return or Qualifying Widow(er) | \$150,000 or less | Between \$150,000 and \$160,000 | \$160,000 or more |
| Married-Separate Return | \$0 | Between \$0 and \$10,000 | \$10,000 or more |

If your modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200.

- ii. If you make regular contributions to both Roth and non-Roth IRAs for a taxable year, the maximum regular contribution that can be made to all your Roth IRAs for that taxable year is reduced by the regular contributions made to your non-Roth IRAs for the taxable year.

d. Qualified Rollover Contribution Limit

A rollover from an eligible retirement plan, other than a Roth IRA or a designated Roth Account cannot be made to this IRA if, for the year the amount is distributed from the other plan,

- i. You are married and file a separate return,
- ii. You are not married and have modified AGI in excess of \$100,000 or
- iii. You are married and together you and your spouse have modified AGI in excess of \$100,000.
- iv. For purposes of (d)(i) through (iii) above, a husband and wife are not treated as married for a taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year.
- v. Paragraphs (d)(i) through (iii) above are subject to change pursuant to section 408A(c) of the Code, the provisions of which are herein incorporated by reference.

For taxable years beginning after 2009, the income limits in this paragraph do not apply to qualified rollover contributions.

e. SIMPLE IRA Limits

No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to section 408(p) of the Code. Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer's SIMPLE IRA plan.

f. Recharacterization

A regular contribution to a non-Roth IRA may be recharacterized pursuant to the rules in section 1.408A-5 of the regulations as a regular contribution to this IRA, subject to the limits in (c) above.

g. Modified AGI

For purposes of (c) and (d) above, your modified AGI for a taxable year is defined in section 408A(c)(3)(C)(i) of the Code and does not include any amount included in adjusted gross income as a result of a rollover from an eligible retirement plan other than a Roth IRA (a "conversion").

h. Compensation

For purposes of (a) above, compensation is defined as wages, salaries, professional fees, or other amounts derived from or received from personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in section 401 (c)(2) of the Code (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, section 401 (c)(2) shall be applied as if the term trade or business for purposes of section 1402 included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in your gross income under section 71 with respect to a divorce or separation instrument described in subparagraph (A) of section 71 (b)(2). In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a contribution to a Roth IRA or a deductible contribution to a non-Roth IRA.

Distributions Before Death Are Not Required

No amount is required to be distributed prior to the death of the individual for whose benefit the Contract was originally established.

Distribution Upon Death

- a. Notwithstanding any provision of this IRA to the contrary, the distribution of your interest in the IRA shall be made in accordance with the requirements of section 408(b)(3) of the Code, as modified by section 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under paragraph (c)) must satisfy the requirements of section 408(a)(6) of the Code, as modified by section 408A(c)(5), and the regulations thereunder, rather than the distribution rules in paragraphs (b), (c), (d) and (e) below.
- b. Upon your death, your entire interest will be distributed at least as rapidly as follows:
 - i. If the designated beneficiary is someone other than your surviving spouse, the entire interest will be distributed, starting by December 31 of the year following the calendar year of your death, over the remaining life expectancy of the designated beneficiary. Life expectancy is determined using the age of the beneficiary as of his/her birthday in the year following the year of your death, or, if elected, in accordance with paragraph (b)(iii) below.
 - ii. If your sole designated beneficiary is your surviving spouse, the entire interest will be distributed, starting by December 31 of the year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70 $\frac{1}{2}$, if later), over such spouse's life, or, if elected, in accordance with paragraph (b)(iii) below. If the surviving spouse dies before required distributions commence to him/her, the remaining interest will be distributed, starting by December 31 of the year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his/her birthday in the year following the death of the spouse, or if elected, will be distributed in accordance with paragraph (b)(iii) below. If the surviving spouse dies after required distributions commence to him/her, any remaining interest will continue to be distributed under the Contract option chosen.
 - iii. If there is no designated beneficiary, or if applicable by operation of (b)(i) or (b)(ii) above, the entire interest will be distributed by December 31 of the year containing the fifth anniversary of your death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(ii) above).
 - iv. Life expectancy is determined using the Single Life Table in Q&A-1 of section 1.401 (a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(i) or (ii) and reduced by 1 for each subsequent year.

- c. The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of section 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.
- d. For purposes of paragraphs (b)(ii) above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such paragraph. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity Contract meeting the requirements of Treasury Regulation 1.401 (a)(9)-6 and any applicable IRS rulings and notices, then required distributions are considered to commence on the annuity starting date.
- e. If the sole designated beneficiary is your surviving spouse, the spouse may elect to treat the IRA as his/her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary.

Annual Report We shall furnish an annual calendar year report concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

Amendments We may amend your Contract or this endorsement to comply with applicable tax requirements. Your consent to any such changes will be sought only if required by the state in which the Contract was issued. Should you not consent to such changes, you may not continue the Contract as an IRA.



Susan L. Lees
Secretary



Lawrence W. Dahl
President

SERFF Tracking Number: ALSB-125798067 State: Arkansas
Filing Company: Surety Life Insurance Company State Tracking Number: 40219
Company Tracking Number: 16-650, REV. 8/08
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.001 Fixed Premium
Variable
Product Name: 16-650, Rev. 8/08 - Amendatory Endorsement for IRA Plans
Project Name/Number: 16-650, Rev. 8/08 - Amendatory Endorsement for IRA Plans/16-650, Rev. 8/08 - Amendatory Endorsement for IRA Plans

Supporting Document Schedules

Review Status:
Satisfied -Name: Certification/Notice 08/29/2008
Comments:
Attachment:
READABILITY - SURETY.pdf

Review Status:
Satisfied -Name: Cover Letter 09/02/2008
Comments:
Attachment:
SURETY AR Letter.pdf

Review Status:
Satisfied -Name: Statement of Variability 09/02/2008
Comments:
Attachment:
SOV SURETY.pdf

SURETY LIFE INSURANCE COMPANY

READABILITY CERTIFICATION

I hereby certify the accuracy of the Flesch reading ease test score for the following policy forms. These forms are at least ten (10) point type, two (2) point leaded.

| TITLE | FORM NUMBER | FLESCH SCORE |
|---|-------------------|--------------|
| Individual Retirement Annuity Amendatory Endorsement | 16-650, Rev. 8/08 | 41 |
| Individual Retirement Annuity Amendatory Endorsement | 16-655, Rev. 8/08 | 40 |

Dean Way

Senior Vice President & Actuary
Title

September 2, 2008
Date

SURETY LIFE

AN ALLSTATE COMPANY

Janis Baum
Senior Product &
Financial Analyst

September 9, 2008

Contract Development
and Filing

Honorable Julie Benafield Bowman
Insurance Commissioner
Department of Insurance
1200 West Third Street
Little Rock, AR 72201-1904

Attn: Mr. John Shields

RE: SERFF Tracking Number: ALSB-125798067
16-650, Rev. 8/08 Amendatory Endorsement for IRA Plans
16-655, Rev. 8/08 Roth Amendatory Endorsement for IRA Plans

Dear Mr. Shields:

We submit the above-referenced forms for your review and approval. These are new forms, not previously submitted. The forms will be used on a general use basis with Surety Life Insurance Company's Annuity Products that offer tax qualified plans. The endorsements comply with the recent changes required by IRS Announcement 2007-55 and the IRS List of Required Modifications that reflect tax law changes required by the Tax Relief and Health Care Act of 2006. No changes to the contracts other than those required have been made with these endorsements.

These forms will be used with both in-force and new annuity contracts where the customer desires their annuity to be qualified as a Roth IRA, SEP IRA, or Traditional IRA under IRS guidelines.

The forms are being filed concurrently in our domiciliary state, Nebraska.

Forms Description

Form 16-650, Rev. 8/08 - Traditional IRA Endorsement, will be issued to annuity purchasers who wish their annuity to be qualified as a Traditional IRA or SEP IRA.

Form 16-655, Rev. 8/08 - Roth IRA Endorsement, will be issued to annuity purchasers who wish their annuity to be qualified as a Roth IRA.

The required filing fee has been submitted via EFT.

In addition to the forms listed above, we have attached the following:

- Statement of Variability

Please note that portions of the forms filed with this submission are bracketed as variable and may change as described in the attached Statement of Variability. Some of the variable information on the pdfs of these forms was bracketed using Adobe Acrobat. Although the bracketing appears on the attached pdfs when viewed electronically, the bracketing may not appear on printed hard copies unless your printer is given special instructions to do so.

Honorable Julie Benafield Bowman
9/9/2008
Page 2

These forms have been generated by our home office computer system. These forms may also be generated using other hardware, which can result in changes in formatting (e.g., typeface, margins, page breaks), but the contents will remain unaffected.

If you have any questions, please feel free to contact me via SERFF, at the address, phone, or e-mail on my letterhead. Thank you for your consideration of this matter.

Sincerely,

Janis Baum
Senior Product & Financial Analyst
Contract Development and Filing

SURETY LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY FOR FORMS:

16-650, Rev. 8/08 – Individual Retirement Annuity Endorsement
16-655, Rev. 8/08 – Roth Individual Retirement Annuity Endorsement

Officer Signatures and Titles:

Officer signatures and their titles are bracketed so that we may change them to reflect the current signatures and titles as officers' change.