

SERFF Tracking Number: CUNA-125768562 State: Arkansas
Filing Company: CUNA Mutual Insurance Society State Tracking Number: 40126
Company Tracking Number: 2008-GMAB-7 ET. AL.
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: MEMBERS Variable Annuity III
Project Name/Number: 2008 VA Fall Enhancements/2008-GMAB-7 et. al.

Filing at a Glance

Company: CUNA Mutual Insurance Society

Product Name: MEMBERS Variable Annuity III SERFF Tr Num: CUNA-125768562 State: ArkansasLH

TOI: A03I Individual Annuities - Deferred SERFF Status: Closed State Tr Num: 40126

Variable

Sub-TOI: A03I.002 Flexible Premium

Filing Type: Form

Co Tr Num: 2008-GMAB-7 ET. AL. State Status: Approved-Closed

Co Status: Pending Reviewer(s): Linda Bird

Authors: Kari Hamrick, Kathy Disposition Date: 09/09/2008

Strauser, Carma Bouska, Kimberly

Steggall

Date Submitted: 08/31/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: 2008 VA Fall Enhancements

Project Number: 2008-GMAB-7 et. al.

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 09/09/2008

State Status Changed: 09/09/2008

Corresponding Filing Tracking Number:

Filing Description:

The forms of this filing are attached for your examination and approval. They are in final print, with the exception of ink, font style, paper stock and logo.

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 08/28/2008

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Deemer Date:

This submission does not contain any unusual or possibly controversial items from normal industry standards.

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updates including language re-wording and re-arranging for ease of reading and understanding.

Form 2008-INGLWB-MG, Guaranteed Lifetime Withdrawal Benefit Rider with Minimum Guarantee Death Benefit, is a new form and will replace form 2007-GMWB-MG, approved by your Department on August 15, 2007.

This form is similar to form 2008-INGLWB described above. However, it also includes a minimum death benefit guarantee equal to the greater of the sum of all net purchase payments, adjusted for any partial withdrawals. This is an optional benefit rider available at an additional charge. It will be issued to ages 55-85. The primary differences between the new form to the form it replaces include those stated above for the description of form 2008-INGLWB. There have been no changes to the minimum guarantee death benefit language in the new form to the form it replaces.

Form 2008-ILGLWB, Guaranteed Lifetime Withdrawal Benefit Rider, is a new form and will not replace an existing form.

This form guarantees a specified annual withdrawal regardless of the contract value and offers a 10% Simple Interest Benefit and a Step-Up Option. It is similar to Form 2008-INGLWB described above. However, it offers a 10% Simple Interest Benefit (rather than 5%). It also provides for a re-start of the Simple Interest Benefit while it is in effect (if withdrawals have not yet begun) for another 10 year period from the step-up date, up to a total of 20 years from the rider issue date. This form will be used for conversion purposes if the owner has an existing Guaranteed Minimum Accumulation Benefit Rider they wish to convert to a Guaranteed Lifetime Withdrawal Benefit Rider as allowed by these forms. This is an optional benefit rider available at an additional charge. It will be issued to ages 55-85.

Form 2008-ILGLWB-MG, Guaranteed Lifetime Withdrawal Benefit Rider with Minimum Guarantee Death Benefit, is a new form and will not replace an existing form.

This form is similar to form 2008-ILGLWB described above. However, it also includes a minimum death benefit guarantee equal to the greater of the sum of all net purchase payments, adjusted for any partial withdrawals. This is an optional benefit rider available at an additional charge. It will be issued to ages 55-85.

Comparison Documents are attached to the Supporting Documentation tab to further outline the changes made in the new forms to the forms they are replacing. Additionally, a Statement of Variables is also attached to provide additional detail on the mechanics of these benefits.

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I hereby request the Department to WITHDRAW form 2007-GMWB-MAV, previously approved by your Department on August 15, 2007. We will no longer be marketing this form.

These forms were written to be readable and easily understood by insureds. Although this is a variable product, subject to federal requirements and review, a flesch score is still being provided. The forms were scored with the Variable Annuity product stated above to achieve a flesch score of 50.

NOTE: The previously-approved forms listed above were made under the CUNA Mutual Life Insurance Company entity. Effective December 31, 2007, CUNA Mutual Life Insurance Company (NAIC 65749) merged into CUNA Mutual Insurance Society (NAIC 62626). All necessary regulatory filings due to our company merger have been completed and approved by your state.

Thank you for your attention to this submission.

Company and Contact

Filing Contact Information

Kathy Strauser, kathy.strauser@cunamutual.com
2000 Heritage Way (319) 483-3510 [Phone]
Waverly, IA 50677

Filing Company Information

CUNA Mutual Insurance Society CoCode: 62626 State of Domicile: Iowa
2000 Heritage Way Group Code: 306 Company Type:
Waverly, IA 50677 Group Name: State ID Number:
(319) 352-4090 ext. [Phone] FEIN Number: 39-0230590

Filing Fees

Fee Required? Yes
Fee Amount: \$120.00
Retaliatory? No
Fee Explanation: \$20 each form x 6 forms = \$120.00
Per Company: No

SERFF Tracking Number: CUNA-125768562 State: Arkansas
Filing Company: CUNA Mutual Insurance Society State Tracking Number: 40126
Company Tracking Number: 2008-GMAB-7 ET. AL.
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: MEMBERS Variable Annuity III
Project Name/Number: 2008 VA Fall Enhancements/2008-GMAB-7 et. al.

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
CUNA Mutual Insurance Society	\$120.00	08/31/2008	22231028

SERFF Tracking Number: CUNA-125768562 State: Arkansas
Filing Company: CUNA Mutual Insurance Society State Tracking Number: 40126
Company Tracking Number: 2008-GMAB-7 ET. AL.
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: MEMBERS Variable Annuity III
Project Name/Number: 2008 VA Fall Enhancements/2008-GMAB-7 et. al.

Correspondence Summary

Dispositions

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

SERFF Tracking Number: CUNA-125768562 *State:* Arkansas
Filing Company: CUNA Mutual Insurance Society *State Tracking Number:* 40126
Company Tracking Number: 2008-GMAB-7 ET. AL.
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: MEMBERS Variable Annuity III
Project Name/Number: 2008 VA Fall Enhancements/2008-GMAB-7 et. al.

Disposition

Disposition Date: 09/09/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: CUNA-125768562 State: Arkansas
 Filing Company: CUNA Mutual Insurance Society State Tracking Number: 40126
 Company Tracking Number: 2008-GMAB-7 ET. AL.
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: MEMBERS Variable Annuity III
 Project Name/Number: 2008 VA Fall Enhancements/2008-GMAB-7 et. al.

Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Comparison Documents		Yes
Supporting Document	Statement of Variables		Yes
Form	Guaranteed Minimum Accumulation Benefit Rider With 7-Year Benefit Period		Yes
Form	Guaranteed Minimum Accumulation Benefit Rider With 10-Year Benefit Period		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider With Minimum Guarantee Death Benefit		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider With Minimum Guarantee Death Benefit		Yes

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Form Schedule

Lead Form Number: 2008-GMAB-7

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	2008-GMAB-7	Policy/Cont	Guaranteed ract/Fratern Minimum al Accumulation Benefit Certificate: Rider With 7-Year Amendmen Benefit Period t, Insert Page, Endorseme nt or Rider	Initial		50	2008-GMAB-7.pdf
	2008-GMAB-10	Policy/Cont	Guaranteed ract/Fratern Minimum al Accumulation Benefit Certificate: Rider With 10-Year Amendmen Benefit Period t, Insert Page, Endorseme nt or Rider	Initial		50	2008-GMAB-10.pdf
	2008-INGLWB	Policy/Cont	Guaranteed Lifetime ract/Fratern Withdrawal Benefit al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50	2008-INGLWB.pdf
	2008-INGLWB-MG	Policy/Cont	Guaranteed Lifetime ract/Fratern Withdrawal Benefit al Rider With Minimum Certificate: Guarantee Death Amendmen Benefit	Initial		50	2008-INGLWB-MG.pdf

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	t, Insert Page, Endorseme nt or Rider		
2008- ILGLWB	Policy/Cont Guaranteed Lifetime Initial ract/Fratern Withdrawal Benefit al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	50	2008- ILGLWB.pdf
2008- ILGLWB- MG	Policy/Cont Guaranteed Lifetime Initial ract/Fratern Withdrawal Benefit al Rider With Minimum Certificate: Guarantee Death Amendmen Benefit t, Insert Page, Endorseme nt or Rider	50	2008- ILGLWB- MG.pdf

GUARANTEED MINIMUM ACCUMULATION BENEFIT RIDER WITH 7-YEAR BENEFIT PERIOD

RIDER SECTION 1.

DEFINITIONS

1.1 What are the most commonly used terms and what do they mean?

benefit allocation model – one or more specific investment options or purchase payment allocation models that we will use to provide the guarantee described by this rider. The benefit allocation model selected is shown on the Rider Data Page.

benefit basis – the guaranteed minimum contract value under this rider as of the expiration date for the benefit period. See Rider Section 5.2.

benefit period – a period of time beginning on a start date and continuing until an expiration date. References to a “benefit period” include your initial benefit period, a new benefit period if you elect to step-up and any renewal benefit period(s) thereafter.

monthly anniversary – the same day in each month as the rider issue date.

rider anniversary – the same day and month as the rider issue date for each year this rider remains in force.

rider issue date – the date shown on the Rider Data Page that is used to determine rider years and rider anniversaries.

rider year – any twelve-month period beginning on a rider issue date or a rider anniversary and ending one day before the next rider anniversary.

step-up anniversary – the same day and month as the step-up date if a step-up in the benefit basis is elected as described in Rider Section 5.4.

step-up date – the date on which a step-up in the benefit basis occurs, if elected, as described in Rider Section 5.4. The step-up date will be used to determine step-up anniversaries.

window period – the period of time that additional purchase payment(s) made may be included in the benefit basis. The window period, if any, is shown on the Rider Data Page.

RIDER SECTION 2.

GENERAL INFORMATION

2.1 What is our agreement with you?

Our agreement with you includes this rider as a part of the contract to which it is attached. The provisions of the contract apply to this rider unless they conflict with the rider. If there is a conflict, the rider provision will apply. Nothing in this rider is intended to override the Death of Annuitant and/or Owner provisions of the contract to which this rider is attached; and in all events this rider will be interpreted in a manner consistent with Section 72(s) of the Internal Revenue Code. The issue date for this rider is shown on the Rider Data Page.

We promise to provide the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met.

2.2 What are the eligibility requirements and benefits provided by this rider?

To be eligible for this rider the annuitant (both annuitants if joint annuitants) must be no older than age 85 on the rider issue date. This rider is not available if the plan type for the policy to which this rider is attached is a Beneficiary IRA.

Once issued, this rider provides for a guaranteed minimum accumulation benefit as described in this rider.

2.3 Are there any investment restrictions?

In order to provide the guarantee described by this rider, we require use of an available benefit allocation model for your contract value and for allocation of your net purchase payments. A transfer of contract value or change in allocation to an investment option other than an available benefit allocation model is a violation of the investment restrictions.

Subject to obtaining approval or consent required by applicable law, we reserve the right to:

- a.) add benefit allocation models without prior notice;
- b.) remove or substitute benefit allocation models; and
- c.) substitute investment options within an available benefit allocation model.

You will be notified in advance of any substitution, removal or change to a benefit allocation model that you selected.

2.4 What happens if the investment restrictions are violated?

If the investment restrictions are violated:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the benefit basis will be the benefit basis as of the valuation day immediately preceding the violation for the sole purpose of calculating the rider charge from the date of the violation to the date of termination; and
- c.) as of the date of the violation:
 - 1.) the guaranteed minimum accumulation benefit described in Rider Section 5 will be revoked;
 - 2.) you can not step-up the benefit basis or renew a benefit period as described in Rider Sections 5.4 and 5.5; and
 - 3.) this rider can not be converted to a Guaranteed Lifetime Withdrawal Benefit Rider as described in Section 5.6.

2.5 When will this rider terminate?

Elective termination of this rider is not allowed.

This rider will automatically terminate on the earliest of:

- a.) the expiration date of the benefit period, unless you elect to renew the benefit period;
- b.) the payout date;
- c.) the date due proof of death of the annuitant (last remaining annuitant if joint annuitants) is received;
- d.) the date there is a change of annuitant for any reason; or
- e.) the date you surrender your contract.

This rider will also terminate if the investment restrictions are violated. See Rider Section 2.4.

RIDER SECTION 3.**RIDER CHARGES**

3.1 Is there a charge for this rider?

There is an annual charge for this rider. The annual charge is determined by multiplying the current annual rider charge (shown on the Rider Data Page) by the average daily benefit basis for the prior contract year. The benefit basis as of each calendar day will be used to calculate the average daily benefit basis for the prior contract year.

The current annual rider charge is guaranteed not to change for the duration of the benefit period. If you elect to step-up your benefit basis or renew a benefit period, the rider charge will equal the amount we are currently charging for new issues of this rider. If we are no longer issuing this rider, then the rider charge will be set by the company. The rider charge will not exceed the maximum annual rider charge shown on the Rider Data Page.

During the accumulation period, this charge will be deducted pro-rata from your contract value on each contract anniversary.

The rider charge will also be deducted upon:

- a.) full surrender of the contract;
- b.) election to step-up the benefit basis;
- c.) expiration of the benefit period;
- d.) conversion to a Guaranteed Lifetime Withdrawal Benefit Rider;
- e.) payment of death proceeds; or
- f.) the start of payments under an income payout option, if not on a contract anniversary.

Any charge for a partial year will be in proportion to the number of days since the prior contract anniversary.

RIDER SECTION 4.**PURCHASE PAYMENTS AND TRANSFERS**

4.1 Can you change the allocation of net purchase payments?

You may change the allocation of subsequent net purchase payments to one of the other available benefit allocation models at any time, without charge by written request. Any change will be effective at the time we receive your written request. However, your contract value at the time of such request must also be transferred to the benefit allocation model selected.

Changing allocation to an investment option other than an available benefit allocation model during a benefit period is a violation of the investment restrictions. See Rider Section 2.4, for a description of the consequences of such violation.

4.2 How will additional purchase payments made to your contract affect the benefit basis?

Additional purchase payments will increase your benefit basis, subject to the following requirements:

- a.) we must receive any additional purchase payments during the window period shown on the Rider Data Page; and
- b.) the increase in your benefit basis is limited to the maximum window purchase payment amount shown on the Rider Data Page.

Any additional purchase payments that are made after the window period will increase your contract value, but will not increase your benefit basis. Any additional purchase payments or portion of an additional purchase payment that exceeds the maximum window purchase payment amount will increase your contract value, but will not increase your benefit basis. Careful consideration should be given before making additional purchase payments that do not increase your benefit basis as well as your contract value. Such payments may negatively impact the benefit provided by this rider.

The annual charge for this rider is determined by multiplying the current annual rider charge by the average daily benefit basis; therefore additional purchase payments that increase your benefit basis will also increase the annual charge for this rider.

4.3 Can contract value be transferred?

You may transfer your contract value to any benefit allocation model that we make available.

Transferring your contract value to an investment option other than an available benefit allocation model is a violation of the investment restrictions. See Rider Section 2.4 for a description of the consequences of such violation.

RIDER SECTION 5.

**GUARANTEED MINIMUM ACCUMULATION
BENEFIT**

5.1 What is the guaranteed minimum accumulation benefit?

The guaranteed minimum accumulation benefit is a guarantee that your contract value as of the expiration date for the benefit period will be at least as great as the benefit basis.

5.2 How is the benefit basis determined?

The benefit basis as of the rider issue date is shown on the Rider Data Page and is equal to:

- a.) your initial purchase payment if this rider is issued at the same time your contract is issued;
- b.) your contract value as of the rider issue date if this rider is issued after your contract is issued; or
- c.) the continuation amount if this rider is issued as a result of spousal continuation.

The benefit basis will be increased by any purchase payment(s) received during the window period (up to the maximum window purchase payment allowed as shown on the Rider Data Page).

5.3 How is your benefit basis adjusted for partial withdrawals?

If you make a partial withdrawal, your benefit basis will be reduced by the greater of:

- a.) the partial withdrawal amount, including associated surrender charges, if any; or
- b.) the proportion of your benefit basis withdrawn. The proportion is equal to (1) divided by (2), with the result multiplied by (3), where:
 - (1) = the partial withdrawal amount, including associated surrender charges, if any;
 - (2) = the contract value immediately prior to the partial withdrawal; and
 - (3) = the benefit basis immediately prior to the partial withdrawal.

The annual charge for this rider is determined by multiplying the current annual rider charge by the average daily benefit basis; therefore partial withdrawals that decrease your benefit basis will also decrease the annual charge for this rider.

5.4 Can you step-up the benefit basis to equal the current contract value?

You have the option to step-up the benefit basis to equal the current contract value and begin a new benefit period on any monthly anniversary on or following the third (3rd) rider anniversary. If step-up is elected, you have the option to step-up the benefit basis again on any monthly anniversary on or following the third (3rd) step-up anniversary.

You may step-up the benefit basis provided:

- a.) your contract value is greater than zero;
- b.) your contract value is greater than the benefit basis as of the step-up date;
- c.) the benefit provided by this rider has not been revoked due to a violation of the investment restrictions
- d.) the annuitant is age 85 or younger as of the step-up date; and
- e.) the expiration date for the new benefit period does not extend past the anticipated payout date shown on the Contract Data Page; and
- f.) we receive your written request to step-up the benefit basis.

Step-ups will only be allowed if we are issuing new Guaranteed Minimum Accumulation Benefit Riders on the date you request a step-up. Your step-up date will be the monthly anniversary following receipt of your written request.

If a step-up is elected:

- a.) the start date for the new benefit period is equal to the step-up date;
- b.) your benefit basis will be adjusted to be equal to your contract value as of the step-up date; and
- c.) the minimum charge period will start over as of the step-up date.

The rider charge for the new benefit period may differ from the current annual rider charge shown on the Rider Data Page. We will send a new Rider Data Page to you with the information that is applicable to the new benefit period.

The annual charge for this rider is determined by multiplying the current annual rider charge by the average daily benefit basis; therefore electing to step-up your benefit basis will result in an increase in the annual charge for this rider, even if the current annual rider charge shown on your Rider Data Page does not change. See Rider Section 3.1.

5.5 Can a benefit period be renewed?

You have the option to renew a benefit period as of the expiration date provided:

- a.) the expiration date for the renewal benefit period does not extend past the contract anniversary following the annuitant's 85th birthday or 10 years from the contract issue date;
- b.) the benefit provided by this rider has not been revoked due to a violation of the investment restrictions;
- c.) your contract value is greater than the benefit basis as of the expiration date; and
- d.) your written request to renew the benefit period is received in the home office thirty (30) days prior to an expiration date.

If you elect to renew a benefit period:

- a.) the start date for the renewal benefit period is equal to the expiration date for the prior benefit period;
- b.) the benefit basis will be adjusted to equal your contract value as of the renewal date; and
- c.) the minimum charge period will start over as of the renewal date.

The rider charge for the renewal benefit period may differ from the current annual rider charge shown on the Rider Data Page. We will send a new Rider Data Page to you with the information that is applicable to the renewal benefit period. The annual charge for this rider is determined by multiplying the current annual rider charge by the average daily benefit basis; therefore electing to renew the benefit basis will result in an increase in the annual charge for this rider, even if the current annual rider charge shown on your Rider Data Page does not change. See Rider Section 3.1.

5.6 Can this rider be converted to a Guaranteed Lifetime Withdrawal Benefit Rider?

You have the option to convert this rider by written request to a Guaranteed Lifetime Withdrawal Benefit Rider provided:

- a.) the benefit provided by this rider has not been revoked due to a violation of the investment restrictions;
- b.) the annuitant is age 85 or younger as of the date of conversion; and
- c.) a Guaranteed Lifetime Withdrawal Benefit Rider is available for this purpose at the time of conversion.

Conversion will occur on the monthly anniversary following receipt of your written request for conversion.

5.7 What happens on the expiration date?

On the expiration date, we will compare the benefit basis to your contract value.

If the benefit basis is greater than your contract value:

- a.) we will add the difference to your contract value in the same proportion that the value in each investment option has to the total value; and
- b.) this rider will terminate.

If the benefit basis is less than your contract value you may exercise one of the following options by written request, with no increase to your contract value:

- a.) renew the benefit period as described in Rider Section 5.5; or
- b.) convert this rider to an available Guaranteed Lifetime Withdrawal Benefit Rider as of the benefit period expiration date as described in Rider Section 5.6.

If you do not exercise your right to renew the benefit period or convert this rider, this rider will terminate with no increase to your contract value.

CUNA Mutual Insurance Society

A handwritten signature in black ink, enclosed within a pair of large, thin, rounded square brackets. The signature is highly stylized and cursive, consisting of several overlapping loops and lines.

President

**GUARANTEED MINIMUM ACCUMULATION BENEFIT
WITH 7-YEAR BENEFIT PERIOD****ANNUITANT**

[John Doe]

ANNUITANT'S ISSUE AGE

[35]

CO-ANNUITANT

[Jane Doe]

CO-ANNUITANT'S ISSUE AGE

[35]

OWNER(S)

[John Doe]

RIDER ISSUE DATE

[October 31, 2008]

Step-Up Date: [N/A or actual step-up date]**Benefit Basis:** [\$100,000]**Start Date:** [October 31, 2008]**Expiration Date:** [October 31, 2015]**Window Period:** [October 31, 2008 – October 31, 2009]**Maximum Window Purchase Payment:** [\$200,000]**Current Annual Rider Charge:** [0.65%]**Minimum Charge Period:** [October 31, 2008 - October 31, 2015]**Maximum Annual Rider Charge:** 1.75%**Benefit Allocation Model:**100% Conservative Allocation
100% Diversified Income**Conservative I Model**40% Bond
10% High Income
18% Large Cap Value
12% Large Cap Growth
5% Mid Cap Value
3% Mid Cap Growth
3% Small Cap Value
3% Global Securities
6% International Stock**Conservative R Model**5% Franklin Income Securities IV
10% PIMCO VIT Global Unhedged
10% Franklin High Income IV
25% PIMCO VIT Total Return
13% Oppenheimer Main Street/VA Svc
16% Van Kampen LIT Growth & Income
4% Van Kampen LIT Mid Cap Growth
3% Oppenheimer Main St Small
Cap/VA Svc
3% Mutual discovery Securities IV
6% Oppenheimer International Growth
2% AIM VI Global Real Estate
3% PIMCO VIT CommodityRealReturn**Conservative C Model**25% Ultra Bond
10% Franklin High Income IV
10% PIMCO VIT Global Bond
Unhedged
5% PIMCO VIT Total Return
16% Van Kampen LIT Growth &
Income
10% Large Cap Growth
6% Mid Cap Value
2% Mid Cap Growth
2% Oppenheimer Main St Small
7% International Stock
2% Oppenheimer International
Growth
2% AIM VI Global Real Estate
3% PIMCO VIT
CommodityRealReturn

GUARANTEED MINIMUM ACCUMULATION BENEFIT RIDER WITH 10-YEAR BENEFIT PERIOD

RIDER SECTION 1.

DEFINITIONS

1.1 What are the most commonly used terms and what do they mean?

benefit allocation model – one or more specific investment options or purchase payment allocation models that we will use to provide the guarantee described by this rider. The benefit allocation model selected is shown on the Rider Data Page.

benefit basis – the guaranteed minimum contract value under this rider as of the expiration date for the benefit period. See Rider Section 5.2.

benefit period – a period of time beginning on a start date and continuing until an expiration date. References to a “benefit period” include your initial benefit period, a new benefit period if you elect to step-up and any renewal benefit period(s) thereafter.

monthly anniversary – the same day in each month as the rider issue date.

rider anniversary – the same day and month as the rider issue date for each year this rider remains in force.

rider issue date – the date shown on the Rider Data Page that is used to determine rider years and rider anniversaries.

rider year – any twelve-month period beginning on a rider issue date or a rider anniversary and ending one day before the next rider anniversary.

step-up anniversary – the same day and month as the step-up date if a step-up in the benefit basis is elected as described in Rider Section 5.4.

step-up date – the date on which a step-up in the benefit basis occurs, if elected, as described in Rider Section 5.4. The step-up date will be used to determine step-up anniversaries.

window period – the period of time that additional purchase payment(s) made may be included in the benefit basis. The window period, if any, is shown on the Rider Data Page.

RIDER SECTION 2.

GENERAL INFORMATION

2.1 What is our agreement with you?

Our agreement with you includes this rider as a part of the contract to which it is attached. The provisions of the contract apply to this rider unless they conflict with the rider. If there is a conflict, the rider provision will apply. Nothing in this rider is intended to override the Death of Annuitant and/or Owner provisions of the contract to which this rider is attached; and in all events this rider will be interpreted in a manner consistent with Section 72(s) of the Internal Revenue Code. The issue date for this rider is shown on the Rider Data Page.

We promise to provide the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met.

2.2 What are the eligibility requirements and benefits provided by this rider?

To be eligible for this rider the annuitant (both annuitants if joint annuitants) must be no older than age 85 on the rider issue date. This rider is not available if the plan type for the policy to which this rider is attached is a Beneficiary IRA.

Once issued, this rider provides for a guaranteed minimum accumulation benefit as described in this rider.

2.3 Are there any investment restrictions?

In order to provide the guarantee described by this rider, we require use of an available benefit allocation model for your contract value and for allocation of your net purchase payments. A transfer of contract value or change in allocation to an investment option other than an available benefit allocation model is a violation of the investment restrictions.

Subject to obtaining approval or consent required by applicable law, we reserve the right to:

- a.) add benefit allocation models without prior notice;
- b.) remove or substitute benefit allocation models; and
- c.) substitute investment options within an available benefit allocation model.

You will be notified in advance of any substitution, removal or change to a benefit allocation model that you selected.

2.4 What happens if the investment restrictions are violated?

If the investment restrictions are violated during the minimum charge period:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the benefit basis will be the benefit basis as of the valuation day immediately preceding the violation for the sole purpose of calculating the rider charge from the date of the violation to the date of termination; and
- c.) as of the date of the violation:
 - 1.) the guaranteed minimum accumulation benefit described in Rider Section 5 will be revoked;
 - 2.) you can not step-up the benefit basis or renew a benefit period as described in Rider Sections 5.4 and 5.5; and
 - 3.) this rider can not be converted to a Guaranteed Lifetime Withdrawal Benefit Rider as described in Section 5.6.

If the investment restrictions are violated on any date following completion of the minimum charge period, this rider will automatically terminate as of the date the violation occurred.

2.5 When will this rider terminate?

Elective termination of this rider prior to the end of the minimum charge period is not allowed. The minimum charge period is shown on the Rider Data Page.

This rider will automatically terminate on the earliest of:

- a.) the expiration date of the benefit period, unless you elect to renew the benefit period;
- b.) the payout date;
- c.) the date due proof of death of the annuitant (last remaining annuitant if joint annuitants) is received;
- d.) the date there is a change of annuitant for any reason; or
- e.) the date you surrender your contract.

This rider will also terminate if the investment restrictions are violated. See Rider Section 2.4.

RIDER SECTION 3.

RIDER CHARGES

3.1 Is there a charge for this rider?

There is an annual charge for this rider. The annual charge is determined by multiplying the current annual rider charge (shown on the Rider Data Page) by the average daily benefit basis for the prior contract year. The benefit basis as of each calendar day will be used to calculate the average daily benefit basis for the prior contract year.

The current annual rider charge is guaranteed not to change for the duration of the benefit period. If you elect to step-up your benefit basis or renew a benefit period, the rider charge will equal the amount we are currently charging for new issues of this rider. If we are no longer issuing this rider, then the rider charge will be set by the company. The rider charge will not exceed the maximum annual rider charge shown on the Rider Data Page.

During the accumulation period, this charge will be deducted pro-rata from your contract value on each contract anniversary.

The rider charge will also be deducted upon:

- a.) full surrender of the contract;
- b.) election to step-up the benefit basis;
- c.) expiration of the benefit period;
- d.) conversion to a Guaranteed Lifetime Withdrawal Benefit Rider;
- e.) termination of the rider after expiration of the minimum charge period;
- f.) payment of death proceeds; or
- g.) the start of payments under an income payout option, if not on a contract anniversary.

Any charge for a partial year will be in proportion to the number of days since the prior contract anniversary.

RIDER SECTION 4.**PURCHASE PAYMENTS AND TRANSFERS**

4.1 Can you change the allocation of net purchase payments?

You may change the allocation of subsequent net purchase payments to one of the other available benefit allocation models at any time, without charge by written request. Any change will be effective at the time we receive your written request. However, your contract value at the time of such request must also be transferred to the benefit allocation model selected.

Changing allocation to an investment option other than an available benefit allocation model during a benefit period is a violation of the investment restrictions. See Rider Section 2.4, for a description of the consequences of such violation.

4.2 How will additional purchase payments made to your contract affect the benefit basis?

Additional purchase payments will increase your benefit basis, subject to the following requirements:

- a.) we must receive any additional purchase payments during the window period shown on the Rider Data Page; and
- b.) the increase in your benefit basis is limited to the maximum window purchase payment amount shown on the Rider Data Page.

Any additional purchase payments that are made after the window period will increase your contract value, but will not increase your benefit basis. Any additional purchase payments or portion of an additional purchase payment that exceeds the maximum window purchase payment amount will increase your contract value, but will not increase your benefit basis. Careful consideration should be given before making additional purchase payments that do not increase your benefit basis as well as your contract value. Such payments may negatively impact the benefit provided by this rider.

The annual charge for this rider is determined by multiplying the current annual rider charge by the average daily benefit basis; therefore additional purchase payments that increase your benefit basis will also increase the annual charge for this rider.

4.3 Can contract value be transferred?

You may transfer your contract value to any benefit allocation model that we make available.

Transferring your contract value to an investment option other than an available benefit allocation model is a violation of the investment restrictions. See Rider Section 2.4 for a description of the consequences of such violation.

RIDER SECTION 5.**GUARANTEED MINIMUM ACCUMULATION BENEFIT**

5.1 What is the guaranteed minimum accumulation benefit?

The guaranteed minimum accumulation benefit is a guarantee that your contract value as of the expiration date for the benefit period will be at least as great as the benefit basis.

5.2 How is the benefit basis determined?

The benefit basis as of the rider issue date is shown on the Rider Data Page and is equal to:

- a.) your initial purchase payment if this rider is issued at the same time your contract is issued;
- b.) your contract value as of the rider issue date if this rider is issued after your contract is issued; or
- c.) the continuation amount if this rider is issued as a result of spousal continuation.

The benefit basis will be increased by any purchase payment(s) received during the window period (up to the maximum window purchase payment allowed as shown on the Rider Data Page).

5.3 How is your benefit basis adjusted for partial withdrawals?

If you make a partial withdrawal, your benefit basis will be reduced by the greater of:

- a.) the partial withdrawal amount, including associated surrender charges, if any; or
- b.) the proportion of your benefit basis withdrawn. The proportion is equal to (1) divided by (2), with the result multiplied by (3), where:
 - (1) = the partial withdrawal amount, including associated surrender charges, if any;
 - (2) = the contract value immediately prior to the partial withdrawal; and
 - (3) = the benefit basis immediately prior to the partial withdrawal.

The annual charge for this rider is determined by multiplying the current annual rider charge by the average daily benefit basis; therefore partial withdrawals that decrease your benefit basis will also decrease the annual charge for this rider.

5.4 Can you step-up the benefit basis to equal the current contract value?

You have the option to step-up the benefit basis to equal the current contract value and begin a new benefit period on any monthly anniversary on or following the third (3rd) rider anniversary. If step-up is elected, you have the option to step-up the benefit basis again on any monthly anniversary on or following the third (3rd) step-up anniversary.

You may step-up the benefit basis provided:

- a.) your contract value is greater than zero;
- b.) your contract value is greater than the benefit basis as of the step-up date;
- c.) the benefit provided by this rider has not been revoked due to a violation of the investment restrictions
- d.) the annuitant is age 85 or younger as of the step-up date; and
- e.) the expiration date for the new benefit period does not extend past the anticipated payout date shown on the Contract Data Page; and
- f.) we receive your written request to step-up the benefit basis.

Step-ups will only be allowed if we are issuing new Guaranteed Minimum Accumulation Benefit Riders on the date you request a step-up. Your step-up date will be the monthly anniversary following receipt of your written request.

If a step-up is elected:

- a.) the start date for the new benefit period is equal to the step-up date;
- b.) your benefit basis will be adjusted to be equal to your contract value as of the step-up date; and
- c.) the minimum charge period will start over as of the step-up date.

The rider charge for the new benefit period may differ from the current annual rider charge shown on the Rider Data page. We will send a new Rider Data Page to you with the information that is applicable to the new benefit period.

The annual charge for this rider is determined by multiplying the current annual rider charge by the average daily benefit basis; therefore electing to step-up your benefit basis will result in an increase in the annual the charge for this rider, even if the current annual rider charge shown on your Rider Data Page does not change. See Rider Section 3.1.

5.5 Can a benefit period be renewed?

You have the option to renew a benefit period as of the expiration date provided:

- a.) the expiration date for the renewal benefit period does not extend past the contract anniversary following the annuitant's 85th birthday or 10 years from the contract issue date;
- b.) the benefit provided by this rider has not been revoked due to a violation of the investment restrictions;
- c.) your contract value is greater than the benefit basis as of the expiration date; and
- d.) your written request to renew the benefit period is received in the home office thirty (30) days prior to an expiration date.

If you elect to renew a benefit period:

- a.) the start date for the renewal benefit period is equal to the expiration date for the prior benefit period;
- b.) the benefit basis will be adjusted to equal your contract value as of the renewal date; and
- c.) the minimum charge period will start over as of the renewal date.

The rider charge for the renewal benefit period may differ from the current annual rider charge shown on the Data Page. We will send a new Rider Data Page to you with the information that is applicable to the renewal benefit period. The annual charge for this rider is determined by multiplying the current annual rider charge by the average daily benefit basis; therefore electing to renew the benefit basis will result in an increase in the annual charge for this rider, even if the current annual rider charge shown on your Rider Data Page does not change. See Rider Section 3.1

5.6 Can this rider be converted to a Guaranteed Lifetime Withdrawal Benefit Rider?

You have the option to convert this rider by written request to a Guaranteed Lifetime Withdrawal Benefit Rider provided:

- a.) the benefit provided by this rider has not been revoked due to a violation of the investment restrictions;
- b.) the annuitant is age 85 or younger as of the date of conversion; and
- c.) a Guaranteed Lifetime Withdrawal Benefit Rider is available for this purpose at the time of conversion.

Conversion will occur on the monthly anniversary following receipt of your written request for conversion.

5.7 What happens on the expiration date?

On the expiration date, we will compare the benefit basis to your contract value.

If the benefit basis is greater than your contract value:

- a.) we will add the difference to your contract value in the same proportion that the value in each investment option has to the total value; and
- b.) this rider will terminate.

If the benefit basis is less than your contract value you may exercise one of the following options by written request, with no increase to your contract value:

- a.) renew the benefit period as described in Rider Section 5.5; or
- b.) convert this rider to an available Guaranteed Lifetime Withdrawal Benefit Rider as of the benefit period expiration date as described in Rider Section 5.6.

If you do not exercise your right to renew the benefit period or convert this rider, the rider will terminate; however, your contract value will be increased. The amount of increase will be equal to all rider charges deducted during the most recent benefit period. The increase will occur on the expiration date and will be allocated pro-rata according to your purchase payment allocation designation on file.

CUNA Mutual Insurance Society



President

**GUARANTEED MINIMUM ACCUMULATION BENEFIT
WITH 10-YEAR BENEFIT PERIOD****ANNUITANT**

[John Doe]

ANNUITANT'S ISSUE AGE

[35]

CO-ANNUITANT

[Jane Doe]

CO-ANNUITANT'S ISSUE AGE

[35]

OWNER(S)

[John Doe]

RIDER ISSUE DATE

[October 31, 2008]

Step-Up Date: [N/A or actual step-up date]**Benefit Basis:** [\$100,000]**Start Date:** [October 31, 2008]**Expiration Date:** [October 31, 2018]**Window Period:** [October 31, 2008 – October 31, 2009]**Maximum Window Purchase Payment:** [\$200,000]**Current Annual Rider Charge:** [0.65%]**Minimum Charge Period:** [October 31, 2008 - October 31, 2015]**Maximum Annual Rider Charge:** 1.75%**Benefit Allocation Model:**

{
100% Conservative Allocation
100% Diversified Income
}

{
Conservative Moderate Blend
66% Conservative Allocation
34% Moderate Allocation
}

Conservative I Model

40% Bond
10% High Income
18% Large Cap Value
12% Large Cap Growth
5% Mid Cap Value
3% Mid Cap Growth
3% Small Cap Value
3% Global Securities
6% International Stock

Conservative R Model

5% Franklin Income Securities IV
10% PIMCO VIT Global Bond Unhedged
10% Franklin High Income IV
25% PIMCO VIT Total Return
13% Oppenheimer Main Street/VA Svc
16% Van Kampen LIT Growth & Income
4% Van Kampen LIT Mid Cap Growth
3% Oppenheimer Main St Small
3% Mutual discovery Securities IV
6% Oppenheimer International Growth
2% AIM VI Global Real Estate
3% PIMCO VIT CommodityRealReturn

Conservative C Model

25% Ultra Bond
10% Franklin High Income IV
10% PIMCO VIT Global Bond Unhedged
5% PIMCO VIT Total Return
16% Van Kampen LIT Growth & Income
10% Large Cap Growth
6% Mid Cap Value
2% Mid Cap Growth
2% Oppenheimer Main St Small
7% International Stock
2% Oppenheimer International Growth
2% AIM VI Global Real Estate
3% PIMCO VIT CommodityRealReturn

**Conservative/Moderate
I Model**

32% Bond
8% High Income
17% Large Cap Value
14% Large Cap Growth
7% Mid Cap Value
5% Mid Cap Growth
4% Small Cap Value
4% Global Securities
9% International Stock

**Conservative/Moderate
R Model**

5% Franklin Income Securities IV
8% PIMCO VIT Global Bond Unhedged
8% Franklin High Income IV
19% PIMCO VIT Total Return
15% Oppenheimer Main Street/VA Svc
15% Van Kampen LIT Growth & Income
6% Van Kampen LIT Mid Cap Growth
5% Oppenheimer Main St Small
4% Mutual discovery Securities IV
9% Oppenheimer International Growth
2% AIM VI Global Real Estate
4% PIMCO VIT CommodityRealReturn

**Conservative/Moderate
C Model**

20% Ultra Bond
8% Franklin High Income IV
8% PIMCO VIT Global Bond Unhedged
4% PIMCO VIT Total Return
16% Van Kampen LIT Growth & Income
12% Large Cap Growth
7% Mid Cap Value
3% Mid Cap Growth
3% Oppenheimer Main St Small
8% International Stock
5% Oppenheimer International Growth
2% AIM VI Global Real Estate
4% PIMCO VIT CommodityRealReturn

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER

RIDER SECTION 1.**DEFINITIONS**

1.1 What are the most commonly used terms and what do they mean?

benefit allocation model – one or more specific investment options or purchase payment allocation models that we will use to provide the guarantee described by this rider. The benefit allocation model selected is shown on the Rider Data Page.

excess withdrawal – a withdrawal that either by itself or when added to all other withdrawals during a rider year, exceeds the guaranteed annual lifetime withdrawal amount. The amount that is in excess of the guaranteed annual lifetime withdrawal amount is considered the excess withdrawal amount. See Rider Section 7.1.

guaranteed annual lifetime withdrawal amount – the maximum guaranteed withdrawal amount available to be withdrawn each rider year while an annuitant is alive.

guaranteed withdrawal – specified annual withdrawal(s) that can be made each rider year regardless of your contract value.

lifetime benefit basis – the value used to determine the guaranteed annual lifetime withdrawal amount. It may increase annually until withdrawals begin as described in Rider Section 6.4. It will be reduced if an excess withdrawal occurs and the withdrawal(s) during a rider year are more than the guaranteed annual lifetime withdrawal amount. See Rider Section 7.2.

rider anniversary – the same day and month as the rider issue date for each year this rider remains in force.

rider issue date – the date shown on the Rider Data Page that is used to determine rider years and rider anniversaries.

rider year – any twelve-month period beginning on a rider issue date or a rider anniversary and ending one day before the next rider anniversary.

RIDER SECTION 2.**GENERAL INFORMATION**

2.1 What is our agreement with you?

Our agreement with you includes this rider as a part of the contract to which it is attached. The provisions of the contract apply to this rider unless they conflict with the rider. If there is a conflict, the rider provision will apply. Nothing in this rider is intended to override the Death of Annuitant and/or Owner provisions of the contract to which this rider is attached; and in all events this rider will be interpreted in a manner consistent with Section 72(s) of the Internal Revenue Code. The issue date for this rider is shown on the Rider Data Page.

We promise to provide the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met.

2.2 What are the eligibility requirements and the benefit provided by this rider?

To be eligible for this rider the annuitant (both annuitants if joint annuitants) must be no younger than 55 and no older than age 85 on the rider issue date. This rider is not available if the plan type for the policy to which this rider is attached is a Beneficiary IRA.

Once issued, this rider provides for a guaranteed lifetime withdrawal benefit as described in this rider.

2.3 Are there any investment restrictions?

In order to provide the guarantee described by this rider, we require use of an available benefit allocation model for your contract value and for allocation of your net purchase payments. A transfer of contract value or change in allocation to an investment option other than an available benefit allocation model is a violation of the investment restrictions.

Subject to obtaining approval or consent required by applicable law, we reserve the right to:

- a.) add benefit allocation models without prior notice;
- b.) remove or substitute benefit allocation models; and
- c.) substitute investment options within an available benefit allocation model.

You will be notified in advance of any substitution, removal or change to a benefit allocation model that you selected.

2.4 What happens if the investment restrictions are violated?

If the investment restrictions are violated during the minimum charge period:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the lifetime benefit basis will be the lifetime benefit basis as of the valuation day immediately preceding the violation for the sole purpose of calculating the rider charge from the date of the violation to the date of termination; and
- c.) as of the date of the violation:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 5 will be revoked, which means that any withdrawals thereafter are partial withdrawals under the contract only, and not guaranteed withdrawals under this rider;
 - 2.) the step-up option described in Rider Section 6.3 will no longer be in effect nor can you elect the step-up the option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 6.2 will no longer be in effect.

If the investment restrictions are violated on any date following completion of the minimum charge period, this rider will automatically terminate as of the date the violation occurred.

2.5 When will this rider terminate?

Elective termination of this rider prior to the end of the minimum charge period is not allowed. The minimum charge period is shown on the Rider Data Page.

This rider will automatically terminate on the earliest of:

- a.) the payout date;
- b.) the date due proof of death of the annuitant (last remaining annuitant, if joint annuitants) is received;
- c.) the date there is a change of annuitant for any reason; or
- d.) the date you surrender your contract.

This rider will also terminate if the investment restrictions are violated. See Rider Section 2.4.

RIDER SECTION 3.

RIDER CHARGES

3.1 Is there a charge for this rider?

There is an annual charge for this rider. The annual charge is determined by multiplying the current annual rider charge (shown on the Rider Data Page) by the average daily lifetime benefit basis for the prior contract year. The lifetime benefit basis as of each calendar day will be used to calculate the average daily lifetime benefit basis for the prior contract year.

If you elect to step-up your lifetime benefit basis, the rider charge as of the date of the step-up will be equal to the amount we are currently charging for new issues of this rider. If we are no longer issuing this rider, then the rider charge will be set by the company. The rider charge will not exceed the maximum annual rider charge shown on the Rider Data Page. If the rider charge as of the date of the step-up is different than the current annual rider charge shown on the Rider Data Page, we will notify you at least 60 days in advance. We will also send you a new Rider Data Page showing the applicable rider charge.

During the accumulation period, this charge will be deducted pro-rata from your contract value on each contract anniversary.

The rider charge will also be deducted upon:

- a.) full surrender of the contract;
- b.) termination of the rider after expiration of the minimum charge period;
- c.) payment of death proceeds; or
- d.) the start of payments under an income payout option, if not on a contract anniversary.

Any charge for a partial year will be in proportion to the number of days since the prior contract anniversary.

RIDER SECTION 4.**PURCHASE PAYMENTS AND TRANSFERS**

4.1 Can you change the allocation of net purchase payments?

You may change the allocation of subsequent net purchase payments to one of the other available benefit allocation models at any time, without charge by written request. Any change will be effective at the time we receive your written request. However, your contract value at the time of such request must also be transferred to the benefit allocation model selected.

Changing allocation to an investment option other than an available benefit allocation model during a benefit period is a violation of the investment restrictions. See Rider Section 2.4, for a description of the consequences of such violation.

4.2 How will additional purchase payments made to your contract affect the lifetime benefit basis?

Additional purchase payments that are made after the rider issue date will increase your contract value, but will not increase your lifetime benefit basis. Careful consideration should be given before making additional purchase payments that do not increase your lifetime benefit basis. Such payments may negatively impact the benefit provided by this rider.

4.3 Can contract value be transferred?

You may transfer your contract value to any benefit allocation model that we make available.

Transferring your contract value to an investment option other than an available benefit allocation model is a violation of the investment restrictions. See Rider Section 2.4 for a description of the consequences of such violation.

RIDER SECTION 5.**GUARANTEED LIFETIME WITHDRAWAL BENEFIT**

5.1 What is the guaranteed lifetime withdrawal benefit?

The guaranteed lifetime withdrawal benefit guarantees that you may take guaranteed withdrawals under this rider regardless of your contract value.

Withdrawals under this rider are also partial withdrawals under the contract to which this rider is attached.

5.2 When can guaranteed withdrawals be made?

You may begin making guaranteed withdrawals under this rider at any time on or after the rider issue date.

5.3 What amount can be withdrawn under this rider?

You can withdraw up to the guaranteed annual lifetime withdrawal amount each rider year on or after the rider issue date while at least one annuitant is living.

The guaranteed annual lifetime withdrawal amount is determined by multiplying the current lifetime benefit basis by the annual withdrawal benefit percentage shown on the Rider Data Page. The percentage is based on the annuitant's current age at the time the first withdrawal occurs following the rider issue date. If a step-up occurs after the first withdrawal, the percentage will be based on the annuitant's current age at the time of the step-up. This will result in an increase to the annual withdrawal benefit percentage if the annuitant's current age on the step-up date, is an age that is within a higher age band as shown on the Rider Data Page. Current age means the annuitant's age (youngest annuitant if joint annuitants) as of his or her last birthday.

If you withdraw more than the guaranteed annual lifetime withdrawal amount (an excess withdrawal), the lifetime benefit basis will be adjusted and the guaranteed annual lifetime withdrawal amount will be reduced. See Rider Section 7.2.

5.4 What happens if a guaranteed withdrawal causes your contract value to be equal to or less than zero?

If a guaranteed withdrawal under the terms of this rider causes your contract value to be equal to or less than zero:

- a.) the accumulation period under your contract will end and the payout period will automatically begin;
- b.) the remaining guaranteed withdrawals under this rider will occur under an income payout option that we make available for that purpose; and
- c.) all other riders attached to your contract, if any, will terminate.

5.5 What happens if guaranteed withdrawals continue past the anticipated payout date?

If guaranteed withdrawals under the terms of this rider continue past the anticipated payout date:

- a.) we may not accept any additional purchase payments;
- b.) your income payout date will be extended; and
- c.) all other riders attached to your contract, if any, will terminate.

The anticipated payout date is the contract anniversary following the annuitant's 85th birthday or 10 years from the contract issue date, if later.

RIDER SECTION 6.

LIFETIME BENEFIT BASIS

6.1 How is the lifetime benefit basis determined?

The lifetime benefit basis as of the rider issue date is shown on the Rider Data Page and is equal to:

- a.) your initial purchase payment if this rider is issued at the same time your contract is issued; or
- b.) your contract value as of the rider issue date if this rider is issued after your contract is issued; or
- c.) the benefit basis for the Guaranteed Minimum Accumulation Benefit rider being converted to this rider (or the contract value, if greater) as of this rider's issue date; or
- d.) the continuation amount if this rider is issued as a result of spousal continuation.

The lifetime benefit basis may increase on each rider anniversary that the simple interest benefit and/or the step-up option are in effect. See Rider Section 6.4.

If an excess withdrawal occurs, your lifetime benefit basis will be adjusted and the guaranteed annual lifetime withdrawal amount will be reduced. See Rider Section 7.2.

6.2 What is the simple interest benefit?

The simple interest benefit is a benefit that may increase the lifetime benefit basis on each rider anniversary that it is in effect (as described in Rider Section 6.4).

This benefit is in effect on each of the first 10 rider anniversaries, provided no investment violations and no withdrawals have occurred since the rider issue date. This benefit will remain in effect until the earliest of:

- a.) your first withdrawal following the rider issue date; or
- b.) your 10th rider anniversary; or
- c.) the date you violate the investment restrictions by electing to transfer your contract value or change your allocation to an investment option other than an available benefit allocation model.

Your lifetime benefit basis with simple interest is equal to a percentage of the lifetime benefit basis at the end of the first rider year (before any step-up increases) as follows:

Rider Anniversary	Lifetime Benefit Basis (LBB) with 5% Simple Interest
1st	105% of LBB at end of 1 st Rider Year
2nd	110% of LBB at end of 1 st Rider Year
3rd	115% of LBB at end of 1 st Rider Year
4th	120% of LBB at end of 1 st Rider Year
5th	125% of LBB at end of 1 st Rider Year
6th	130% of LBB at end of 1 st Rider Year
7th	135% of LBB at end of 1 st Rider Year
8th	140% of LBB at end of 1 st Rider Year
9th	145% of LBB at end of 1 st Rider Year
10th	150% of LBB at end of 1 st Rider Year

While the simple interest benefit is in effect, it may increase your lifetime benefit basis (and therefore your guaranteed withdrawals under this rider); however, it will not increase your contract value.

6.3 What is the step-up option?

The step-up option, if elected, is a benefit that may increase the lifetime benefit basis on each rider anniversary that it is in effect (as described in Rider Section 6.4).

Once elected, the step-option will remain in effect until the earliest of the following:

- a.) the rider anniversary on or following the annuitant's 85th birthday;
- b.) the date you terminate the option by written request; or
- c.) the date you violate the investment restrictions by electing to transfer your contract value or change your allocation to an investment option other than an available benefit allocation model.

You may not re-elect the step-up option once it has been terminated. Step-ups will only be allowed if we are issuing new Guaranteed Lifetime Withdrawal Benefit Riders on the date of the step-up. Your annual report will indicate if the step-up option is in effect during the report period.

If you did not elect the automatic step-up option at the time of application, you may do so at a later date by written request. Step-ups will then begin automatically on the rider anniversary following receipt of your written request and will continue on each rider anniversary that the option is in effect.

6.4 How is the lifetime benefit basis determined when the simple interest option and/or the step-up option are in effect?

On each rider anniversary that the simple interest benefit and/or the step-up option are in effect, the lifetime benefit basis will be determined as follows:

a.) If both the simple interest benefit and the step-up option are in effect, the lifetime benefit basis for that rider anniversary will be compared to the following amounts:

- 1.) the lifetime benefit basis with simple interest as of that rider anniversary (see Rider Section 6.2); and
- 2.) the current contract value as of that rider anniversary.

If 1.) and/or 2.) is greater than the lifetime benefit basis for that rider anniversary, the lifetime benefit basis will be increased to be equal to the greatest amount.

If both 1.) and 2.) are lower than the lifetime benefit basis for that rider anniversary, there will be no adjustment for that rider year and the lifetime benefit basis will remain unchanged.

b.) If the step-up option is in effect, but the simple interest benefit is not in effect, the lifetime benefit basis for that rider anniversary will be compared to the current contract value as of that rider anniversary.

If the contract value is greater than the lifetime benefit basis for that rider anniversary, the lifetime benefit basis will be increased (stepped-up) to be equal to the contract value.

If the contract value is equal to or lower than the lifetime benefit basis for that rider anniversary, there will be no adjustment for that rider year and the lifetime benefit basis will remain unchanged.

c.) If the simple interest benefit is in effect, but the step-up option is not in effect, the lifetime benefit basis for that rider anniversary will be compared to the lifetime benefit basis with simple interest as of that rider anniversary (see Rider Section 6.2).

If the lifetime benefit basis with the simple interest is greater than the lifetime benefit basis for that rider anniversary, the lifetime benefit basis will be increased to be equal to the lifetime benefit basis with simple interest.

If the lifetime benefit basis with simple interest is equal to or lower than the lifetime benefit basis for that rider anniversary, there will be no adjustment for that rider year and the lifetime benefit basis will remain unchanged.

6.5 Will the simple interest benefit and/or the step-up option affect the annual charge for this rider?

The annual charge for this rider is determined by multiplying the current annual rider charge by the average daily lifetime benefit basis; therefore any increase to your lifetime benefit basis as a result of the simple interest benefit or step-up option will also increase the annual charge for this rider.

The rider charge on each rider anniversary that the step-up option is in effect may also differ from the current annual rider charge shown on the Rider Data Page. Any change in the current annual rider charge will also affect the annual charge for this rider. See Rider Section 3.1.

7.1 When does an excess withdrawal occur?

An excess withdrawal occurs if:

- a.) the amount withdrawn during a rider year exceeds the guaranteed annual lifetime withdrawal amount; or
- b.) the amount withdrawn, when added to prior withdrawals during a rider year, exceeds the guaranteed annual lifetime withdrawal amount.

The amount withdrawn during a rider year that is in excess of the guaranteed annual lifetime withdrawal amount is referred to as the "excess withdrawal amount".

7.2 What happens if an excess withdrawal occurs?

If an excess withdrawal occurs, the lifetime benefit basis will be reset to equal the lesser of:

- a.) the contract value immediately following the withdrawal; or
- b.) the previous lifetime benefit basis reduced dollar for dollar by:
 - 1.) the total of all withdrawals to date during the current rider year, if the withdrawal is the first excess withdrawal to occur during the rider year; otherwise
 - 2.) the amount of the withdrawal.

The guaranteed annual lifetime withdrawal amount will then be recalculated and reduced, based on the newly reset lifetime benefit basis.

We reserve the right to waive the excess withdrawal treatment described above if the withdrawals are scheduled withdrawals intended to meet IRS required minimum distribution rules. The current prospectus will disclose if such waiver is in effect and any detailed requirements for such waiver.

The annual charge for this rider is determined by multiplying the current annual rider charge by the average daily lifetime benefit basis; therefore any decrease to your lifetime benefit basis will also decrease the annual charge for this rider.

CUNA Mutual Insurance Society



President

GUARANTEED LIFETIME WITHDRAWAL BENEFIT**ANNUITANT**

[John Doe]

ANNUITANT(S) ISSUE AGE(S)

[35]

CO-ANNUITANT

[Jane Doe]

CO-ANNUITANT'S ISSUE AGE

[35]

OWNER(S)

[John Doe]

RIDER ISSUE DATE

[October 31, 2007]

Lifetime benefit basis: [\$100,000]**Current Annual Rider Charge:** [0.70%]**Minimum Charge Period:** [October 31, 2007 – October 31, 2014]**Maximum Annual Rider Charge:** 1.75%**Annual Withdrawal Benefit Percentage:****Age at First Withdrawal or Step-Up****Current Age****Percentage**

55-58	4.75%
59-64	5.25%
65-69	5.75%
70-74	6.25%
75-79	6.75%
80+	7.25%

Joint Annuitants**Age of Youngest Annuitant at First Withdrawal or Step-Up****Current Age****Percentage**

55-58	3.75%
59-64	4.25%
65-69	4.75%
70-74	5.25%
75-79	5.75%
80+	6.25%

If only one annuitant is living at the time of your first withdrawal, the percentages shown above will be increased by [1%].

Benefit Allocation Model:

100% Conservative Allocation
100% Moderate Allocation
100% Diversified Income

Conservative Moderate Blend

66% Conservative Allocation
34% Moderate Allocation

Conservative I Model

40% Bond
 10% High Income
 18% Large Cap Value
 12% Large Cap Growth
 5% Mid Cap Value
 3% Mid Cap Growth
 3% Small Cap Value
 3% Global Securities
 6% International Stock

Conservative R Model

5% Franklin Income Securities IV
 10% PIMCO VIT Global Bond Unhedged
 10% Franklin High Income IV
 25% PIMCO VIT Total Return
 13% Oppenheimer Main Street/VA Svc
 16% Van Kampen LIT Growth & Income
 4% Van Kampen LIT Mid Cap Growth
 3% Oppenheimer Main St Small Cap/VA Svc
 3% Mutual discovery Securities IV
 6% Oppenheimer International Growth
 2% AIM VI Global Real Estate
 3% PIMCO VIT CommodityRealReturn

Conservative C Model

25% Ultra Bond
 10% Franklin High Income IV
 10% PIMCO VIT Global Bond Unhedged
 5% PIMCO VIT Total Return
 16% Van Kampen LIT Growth & Income
 10% Large Cap Growth
 6% Mid Cap Value
 2% Mid Cap Growth
 2% Oppenheimer Main St Small
 7% International Stock
 2% Oppenheimer International Growth
 2% AIM VI Global Real Estate
 3% PIMCO VIT CommodityRealReturn

Conservative/Moderate I Model

32% Bond
 8% High Income
 17% Large Cap Value
 14% Large Cap Growth
 7% Mid Cap Value
 5% Mid Cap Growth
 4% Small Cap Value
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Conservative/Moderate R Model

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Moderate I Model

24% Bond
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 16% Large Cap Value
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 7% Mutual discovery Securities IV
 11% Oppenheimer International Growth
 3% AIM VI Global Real Estate
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Moderate C Model

15% Ultra Bond
 6% Franklin High Income IV
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*CUNA Mutual Insurance Society***GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER
WITH MINIMUM GUARANTEE DEATH BENEFIT**

RIDER SECTION 1.**DEFINITIONS**

1.1 What are the most commonly used terms and what do they mean?

benefit allocation model – one or more specific investment options or purchase payment allocation models that we will use to provide the guarantee described by this rider. The benefit allocation model selected is shown on the Rider Data Page.

excess withdrawal – a withdrawal that either by itself or when added to all other withdrawals during a rider year, exceeds the guaranteed annual lifetime withdrawal amount. The amount that is in excess of the guaranteed annual lifetime withdrawal amount is considered the excess withdrawal amount. See Rider Section 7.1.

guaranteed annual lifetime withdrawal amount – the maximum guaranteed withdrawal amount available to be withdrawn each rider year while an annuitant is alive.

guaranteed withdrawal – specified annual withdrawal(s) that can be made each rider year regardless of your contract value.

lifetime benefit basis – the value used to determine the guaranteed annual lifetime withdrawal amount. It may increase annually until withdrawals begin as described in Rider Section 6.4. It will be reduced if an excess withdrawal occurs and the withdrawal(s) during a rider year are more than the guaranteed annual lifetime withdrawal amount. See Rider Section 7.2.

rider anniversary – the same day and month as the rider issue date for each year this rider remains in force.

rider issue date – the date shown on the Rider Data Page that is used to determine rider years and rider anniversaries.

rider year – any twelve-month period beginning on a rider issue date or a rider anniversary and ending one day before the next rider anniversary.

window period – the period of time that additional purchase payment(s) made may be included in the lifetime benefit basis. The window period, if any, is shown on the Rider Data Page.

RIDER SECTION 2.**GENERAL INFORMATION**

2.1 What is our agreement with you?

Our agreement with you includes this rider as a part of the contract to which it is attached. The provisions of the contract apply to this rider unless they conflict with the rider. If there is a conflict, the rider provision will apply. Nothing in this rider is intended to override the Death of Annuitant and/or Owner provisions of the contract to which this rider is attached; and in all events this rider will be interpreted in a manner consistent with Section 72(s) of the Internal Revenue Code. The issue date for this rider is shown on the Rider Data Page.

We promise to provide the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met.

2.2 What are the eligibility requirements and the benefit provided by this rider?

To be eligible for this rider the annuitant (both annuitants if joint annuitants) must be no younger than 55 and no older than age 85 on the rider issue date. This rider is not available if the plan type for the policy to which this rider is attached is a Beneficiary IRA.

Once issued, this rider provides for a guaranteed lifetime withdrawal benefit and enhanced death benefit as described in this rider.

2.3 Are there any investment restrictions?

In order to provide the guarantee described by this rider, we require use of an available benefit allocation model for your contract value and for allocation of your net purchase payments. A transfer of contract value or change in allocation to an investment option other than an available benefit allocation model is a violation of the investment restrictions.

Subject to obtaining approval or consent required by applicable law, we reserve the right to:

- a.) add benefit allocation models without prior notice;
- b.) remove or substitute benefit allocation models; and
- c.) substitute investment options within an available benefit allocation model.

You will be notified in advance of any substitution, removal or change to a benefit allocation model that you selected.

2.4 What happens if the investment restrictions are violated?

If the investment restrictions are violated during the minimum charge period:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the lifetime benefit basis will be the lifetime benefit basis as of the valuation day immediately preceding the violation for the sole purpose of calculating the rider charge from the date of the violation to the date of termination; and
- c.) as of the date of the violation:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 5 will be revoked, which means that any withdrawals thereafter are partial withdrawals under the contract only, and not guaranteed withdrawals under this rider;
 - 2.) the step-up option described in Rider Section 6.3 will no longer be in effect nor can you elect the step-up the option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 6.2 will no longer be in effect.

If the investment restrictions are violated on any date following completion of the minimum charge period, this rider will automatically terminate as of the date the violation occurred.

2.5 When will this rider terminate?

Elective termination of this rider prior to the end of the minimum charge period is not allowed. The minimum charge period is shown on the Rider Data Page.

This rider will automatically terminate on the earliest of:

- a.) the payout date;
- b.) the date due proof of death of the annuitant (last remaining annuitant, if joint annuitants) is received;
- c.) the date there is a change of annuitant for any reason; or
- d.) the date you surrender your contract.

This rider will also terminate if the investment restrictions are violated. See Rider Section 2.4.

RIDER SECTION 3.

RIDER CHARGES

3.1 Is there a charge for this rider?

There is an annual charge for this rider. The annual charge is determined by multiplying the current annual rider charge (shown on the Rider Data Page) by the average daily lifetime benefit basis for the prior contract year. The lifetime benefit basis as of each calendar day will be used to calculate the average daily lifetime benefit basis for the prior contract year.

If you elect to step-up your lifetime benefit basis, the rider charge as of the date of the step-up will be equal to the amount we are currently charging for new issues of this rider. If we are no longer issuing this rider, then the rider charge will be set by the company. The rider charge will not exceed the maximum annual rider charge shown on the Rider Data Page. If the rider charge as of the date of the step-up is different than the current annual rider charge shown on the Rider Data Page, we will notify you at least 60 days in advance. We will also send you a new Rider Data Page showing the applicable rider charge.

During the accumulation period, this charge will be deducted pro-rata from your contract value on each contract anniversary.

The rider charge will also be deducted upon:

- a.) full surrender of the contract;
- b.) termination of the rider after expiration of the minimum charge period;
- c.) payment of death proceeds; or
- d.) the start of payments under an income payout option, if not on a contract anniversary.

Any charge for a partial year will be in proportion to the number of days since the prior contract anniversary.

RIDER SECTION 4.

PURCHASE PAYMENTS AND TRANSFERS

4.1 Can you change the allocation of net purchase payments?

You may change the allocation of subsequent net purchase payments to one of the other available benefit allocation models at any time, without charge by written request. Any change will be effective at the time we receive your written request. However, your contract value at the time of such request must also be transferred to the benefit allocation model selected.

Changing allocation to an investment option other than an available benefit allocation model during a benefit period is a violation of the investment restrictions. See Rider Section 2.4, for a description of the consequences of such violation.

4.2 How will additional purchase payments made to your contract affect the lifetime benefit basis?

Additional purchase payments will increase your lifetime benefit basis, subject to the following requirements:

- a.) we must receive any additional purchase payments during the window period shown on the Rider Data Page; and
- b.) the increase in your lifetime benefit basis is limited to the maximum window purchase payment amount shown on the Rider Data Page.

Any additional purchase payments that are made after the window period will increase your contract value, but will not increase your lifetime benefit basis. Any additional purchase payments or portion of an additional purchase payment that exceeds the maximum window purchase payment amount will increase your contract value, but will not increase your lifetime benefit basis. Careful consideration should be given before making additional purchase payments that do not increase your lifetime benefit basis as well as your contract value. Such payments may negatively impact the benefit provided by this rider.

The annual charge for this rider is determined by multiplying the current annual rider charge by the average daily lifetime benefit basis; therefore additional purchase payments that increase your lifetime benefit basis will also increase the annual charge for this rider.

4.3 Can contract value be transferred?

You may transfer your contract value to any benefit allocation model that we make available.

Transferring your contract value to an investment option other than an available benefit allocation model is a violation of the investment restrictions. See Rider Section 2.4 for a description of the consequences of such violation.

RIDER SECTION 5.

**GUARANTEED LIFETIME WITHDRAWAL
BENEFIT**

5.1 What is the guaranteed lifetime withdrawal benefit?

The guaranteed lifetime withdrawal benefit guarantees that you may take guaranteed withdrawals under this rider regardless of your contract value.

Withdrawals under this rider are also partial withdrawals under the contract to which this rider is attached.

5.2 When can guaranteed withdrawals be made?

You may begin making guaranteed withdrawals under this rider at any time on or after the rider issue date.

5.3 What amount can be withdrawn under this rider?

You can withdraw up to the guaranteed annual lifetime withdrawal amount each rider year on or after the rider issue date while at least one annuitant is living.

The guaranteed annual lifetime withdrawal amount is determined by multiplying the current lifetime benefit basis by the annual withdrawal benefit percentage shown on the Rider Data Page. The percentage is based on the annuitant's current age at the time the first withdrawal occurs following the rider issue date. If a step-up occurs after the first withdrawal, the percentage will be based on the annuitant's current age at the time of the step-up. This will result in an increase to the annual withdrawal benefit percentage if the annuitant's current age on the step-up date, is an age that is within a higher age band as shown on the Rider Data Page. Current age means the annuitant's age (youngest annuitant if joint annuitants) as of his or her last birthday.

If you withdraw more than the guaranteed annual lifetime withdrawal amount (an excess withdrawal), the lifetime benefit basis will be adjusted and the guaranteed annual lifetime withdrawal amount will be reduced. See Rider Section 7.2.

5.4 What happens if a guaranteed withdrawal causes your contract value to be equal to or less than zero?

If a guaranteed withdrawal under the terms of this rider causes your contract value to be equal to or less than zero:

- a.) the accumulation period under your contract will end and the payout period will automatically begin;
- b.) the remaining guaranteed withdrawals under this rider will occur under an income payout option that we make available for that purpose; and
- c.) all other riders attached to your contract, if any, will terminate.

5.5 What happens if guaranteed withdrawals continue past the anticipated payout date?

If guaranteed withdrawals under the terms of this rider continue past the anticipated payout date:

- a.) we may not accept any additional purchase payments;
- b.) your income payout date will be extended; and
- c.) all other riders attached to your contract, if any, will terminate.

The anticipated payout date is the contract anniversary following the annuitant's (primary annuitant if joint annuitants) 85th birthday or 10 years from the contract issue date, if later.

RIDER SECTION 6.

LIFETIME BENEFIT BASIS

6.1 How is the lifetime benefit basis determined?

The lifetime benefit basis as of the rider issue date is shown on the Rider Data Page and is equal to:

- a.) your initial purchase payment if this rider is issued at the same time your contract is issued; or
- b.) your contract value as of the rider issue date if this rider is issued after your contract is issued; or
- c.) the continuation amount if this rider is issued as a result of spousal continuation.

The lifetime benefit basis will be increased by any purchase payment(s) received during the window period (up to the maximum window purchase payment allowed as shown on the Rider Data Page); and it may increase on each rider anniversary that the simple interest benefit and/or the step-up option are in effect as described in Rider Section 6.4.

If an excess withdrawal occurs, your lifetime benefit basis will be adjusted and the guaranteed annual lifetime withdrawal amount will be reduced. See Rider Section 7.2.

6.2 What is the simple interest benefit?

The simple interest benefit is a benefit that may increase the lifetime benefit basis on each rider anniversary that it is in effect (as described in Rider Section 6.4).

This benefit is in effect on each of the first 10 rider anniversaries, provided no investment violations and no withdrawals have occurred since the rider issue date. This benefit will remain in effect until the earliest of:

- a.) your first withdrawal following the rider issue date; or
- b.) your 10th rider anniversary; or
- c.) the date you violate the investment restrictions by electing to transfer your contract value or change your allocation to an investment option other than an available benefit allocation model.

Your lifetime benefit basis with simple interest is equal to a percentage of the lifetime benefit basis at the end of the first rider year (before any step-up increases) as follows:

Rider Anniversary	Lifetime Benefit Basis (LBB) with 5% Simple Interest
1st	105% of LBB at end of 1 st Rider Year
2nd	110% of LBB at end of 1 st Rider Year
3rd	115% of LBB at end of 1 st Rider Year
4th	120% of LBB at end of 1 st Rider Year
5th	125% of LBB at end of 1 st Rider Year
6th	130% of LBB at end of 1 st Rider Year
7th	135% of LBB at end of 1 st Rider Year
8th	140% of LBB at end of 1 st Rider Year
9th	145% of LBB at end of 1 st Rider Year
10th	150% of LBB at end of 1 st Rider Year

While the simple interest benefit is in effect, it may increase your lifetime benefit basis (and therefore your guaranteed withdrawals under this rider); however, it will not increase your contract value.

6.3 What is the step-up option?

The step-up option, if elected, is a benefit that may increase the lifetime benefit basis on each rider anniversary that it is in effect (as described in Rider Section 6.4).

Once elected, the step-option will remain in effect until the earliest of the following:

- a.) the rider anniversary on or following the annuitant's 85th birthday (the 85th birthday of the youngest annuitant, if joint annuitants);
- b.) the date you terminate the option by written request; or
- c.) the date you violate the investment restrictions by electing to transfer your contract value or change your allocation to an investment option other than an available benefit allocation model.

You may not re-elect the step-up option once it has been terminated. Step-ups will only be allowed if we are issuing new Guaranteed Lifetime Withdrawal Benefit Riders on the date of the step-up. Your annual report will indicate if the step-up option is in effect during the report period.

If you did not elect the automatic step-up option at the time of application, you may do so at a later date by written request. Step-ups will then begin automatically on the rider anniversary following receipt of your written request and will continue on each rider anniversary that the option is in effect.

6.4 How is the lifetime benefit basis determined when the simple interest option and/or the step-up option are in effect?

On each rider anniversary that the simple interest benefit and/or the step-up option are in effect, the lifetime benefit basis will be determined as follows:

a.) If both the simple interest benefit and the step-up option are in effect, the lifetime benefit basis for that rider anniversary will be compared to the following amounts:

- 1.) the lifetime benefit basis with simple interest as of that rider anniversary (see Rider Section 6.2); and
- 2.) the current contract value as of that rider anniversary.

If 1.) and/or 2.) is greater than the lifetime benefit basis for that rider anniversary, the lifetime benefit basis will be increased to be equal to the greatest amount.

If both 1.) and 2.) are lower than the lifetime benefit basis for that rider anniversary, there will be no adjustment for that rider year and the lifetime benefit basis will remain unchanged.

b.) If the step-up option is in effect, but the simple interest benefit is not in effect, the lifetime benefit basis for that rider anniversary will be compared to the current contract value as of that rider anniversary.

If the contract value is greater than the lifetime benefit basis for that rider anniversary, the lifetime benefit basis will be increased (stepped-up) to be equal to the contract value.

If the contract value is equal to or lower than the lifetime benefit basis for that rider anniversary, there will be no adjustment for that rider year and the lifetime benefit basis will remain unchanged.

c.) If the simple interest benefit is in effect, but the step-up option is not in effect, the lifetime benefit basis for that rider anniversary will be compared to the lifetime benefit basis with simple interest as of that rider anniversary (see Rider Section 6.2).

If the lifetime benefit basis with the simple interest is greater than the lifetime benefit basis for that rider anniversary, the lifetime benefit basis will be increased to be equal to the lifetime benefit basis with simple interest.

If the lifetime benefit basis with simple interest is equal to or lower than the lifetime benefit basis for that rider anniversary, there will be no adjustment for that rider year and the lifetime benefit basis will remain unchanged.

6.5 Will the simple interest benefit and/or the step-up option affect the annual charge for this rider?

The annual charge for this rider is determined by multiplying the current annual rider charge by the average daily lifetime benefit basis; therefore any increase to your lifetime benefit basis as a result of the simple interest benefit or step-up option will also increase the annual charge for this rider.

The rider charge on each rider anniversary that the step-up option is in effect may also differ from the current annual rider charge shown on the Rider Data Page. Any change in the current annual rider charge will also affect the annual charge for this rider. See Rider Section 3.1.

RIDER SECTION 7.

EXCESS WITHDRAWALS

7.1 When does an excess withdrawal occur?

An excess withdrawal occurs if:

- a.) the amount withdrawn during a rider year exceeds the guaranteed annual lifetime withdrawal amount; or
- b.) the amount withdrawn, when added to prior withdrawals during a rider year, exceeds the guaranteed annual lifetime withdrawal amount.

The amount withdrawn during a rider year that is in excess of the guaranteed annual lifetime withdrawal amount is referred to as the “excess withdrawal amount”.

7.2 What happens if an excess withdrawal occurs?

If an excess withdrawal occurs, the lifetime benefit basis will be reset to equal the lesser of:

- a.) the contract value immediately following the withdrawal; or
- b.) the previous lifetime benefit basis reduced dollar for dollar by:
 - 1.) the total of all withdrawals to date during the current rider year, if the withdrawal is the first excess withdrawal to occur during the rider year; otherwise
 - 2.) the amount of the withdrawal.

The guaranteed annual lifetime withdrawal amount will then be recalculated and reduced, based on the newly reset lifetime benefit basis.

We reserve the right to waive the excess withdrawal treatment described above if the withdrawals are scheduled withdrawals intended to meet IRS required minimum distribution rules. The current prospectus will disclose if such waiver is in effect and any detailed requirements for such waiver.

The annual charge for this rider is determined by multiplying the current annual rider charge by the average daily lifetime benefit basis; therefore any decrease to your lifetime benefit basis will also decrease the annual charge for this rider.

RIDER SECTION 8.**DEATH BENEFIT PROCEEDS**

8.1 What amount will be paid as death benefit proceeds during the accumulation period?

The amount that will be paid under this contract as death benefit proceeds is equal to the greater of the following:

- a.) the contract value as of the date due proof of death is received reduced by any applicable rider charges (calculated in proportion to the number of days since the prior contract anniversary for a partial year's charge); or
- b.) the sum of your net purchase payments made as of the date due proof of death is received; minus an adjustment for each partial withdrawal made as of the date due proof of death is received. The adjustment for a partial withdrawal is equal to the partial withdrawal amount plus an additional adjustment if an excess withdrawal occurred as described in Rider Section 7.

The additional adjustment for an excess withdrawal is equal to: (1) divided by (2); with that result multiplied by (3); and then finally reduced by (1), where:

- (1)= the excess withdrawal amount;
- (2)= the contract value immediately prior to the excess withdrawal;
- (3)= the sum of your net purchase payments immediately prior to the date the excess withdrawal occurred, less any adjustments already made for prior withdrawals.

This additional adjustment for an excess withdrawal has the effect of increasing the total adjustment amount when (3) is greater than (2) and reducing the total adjustment amount when (3) is less than (2).

The death benefit proceeds described above will be reduced by any applicable premium expense charges not previously deducted.

CUNA Mutual Insurance Society



President

**GUARANTEED LIFETIME WITHDRAWAL BENEFIT
WITH MINIMUM GUARANTEE DEATH BENEFIT**

ANNUITANT

[John Doe]

ANNUITANT(S) ISSUE AGE(S)

[35]

CO-ANNUITANT

[Jane Doe]

CO-ANNUITANT'S ISSUE AGE

[35]

OWNER(S)

[John Doe]

RIDER ISSUE DATE

[October 31, 2007]

Lifetime benefit basis: [\$100,000]

Window Period: [October 31, 2007 – October 31, 2008]

Maximum Window Purchase Payment: [\$200,000]

Current Annual Rider Charge: [0.70%]

Minimum Charge Period: [October 31, 2007 – October 31, 2014]

Maximum Annual Rider Charge: 1.75%

Annual Withdrawal Benefit Percentage:

Age at First Withdrawal or Step-Up

<u>Current Age</u>	<u>Percentage</u>
55-58	4.75%
59-64	5.25%
65-69	5.75%
70-74	6.25%
75-79	6.75%
80+	7.25%

Joint Annuitants

Age of Youngest Annuitant at First Withdrawal or Step-Up

<u>Current Age</u>	<u>Percentage</u>
55-58	3.75%
59-64	4.25%
65-69	4.75%
70-74	5.25%
75-79	5.75%
80+	6.25%

If only one annuitant is living at the time of your first withdrawal, the percentages shown above will be increased by [1%].

Benefit Allocation Model:

- 100% Conservative Allocation
- 100% Moderate Allocation
- 100% Diversified Income

Conservative Moderate Blend

- 66% Conservative Allocation
- 34% Moderate Allocation

Conservative I Model

40% Bond
 10% High Income
 18% Large Cap Value
 12% Large Cap Growth
 5% Mid Cap Value
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 11% Oppenheimer International Growth
 3% AIM VI Global Real Estate
 4% PIMCO VIT CommodityRealReturn

Moderate C Model

15% Ultra Bond
 6% Franklin High Income IV
 6% PIMCO VIT Global Bond Unhedged
 3% PIMCO VIT Total Return
 16% Van Kampen LIT Growth & Income
 14% Large Cap Growth
 7% Mid Cap Value
 4% Mid Cap Growth
 4% Oppenheimer Main St Small
 10% International Stock
 8% Oppenheimer International Growth
 3% AIM VI Global Real Estate
 4% PIMCO VIT CommodityRealReturn

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER

RIDER SECTION 1.**DEFINITIONS**

1.1 What are the most commonly used terms and what do they mean?

benefit allocation model – one or more specific investment options or purchase payment allocation models that we will use to provide the guarantee described by this rider. The benefit allocation model selected is shown on the Rider Data Page.

excess withdrawal – a withdrawal that either by itself or when added to all other withdrawals during a rider year, exceeds the guaranteed annual lifetime withdrawal amount. The amount that is in excess of the guaranteed annual lifetime withdrawal amount is considered the excess withdrawal amount. See Rider Section 7.1.

guaranteed annual lifetime withdrawal amount – the maximum guaranteed withdrawal amount available to be withdrawn each rider year while an annuitant is alive.

guaranteed withdrawal – specified annual withdrawal(s) that can be made each rider year regardless of your contract value.

lifetime benefit basis – the value used to determine the guaranteed annual lifetime withdrawal amount. It may increase annually until withdrawals begin as described in Rider Section 6.4. It will be reduced if an excess withdrawal occurs and the withdrawal(s) during a rider year are more than the guaranteed annual lifetime withdrawal amount. See Rider Section 7.2.

rider anniversary – the same day and month as the rider issue date for each year this rider remains in force.

rider issue date – the date shown on the Rider Data Page that is used to determine rider years and rider anniversaries.

rider year – any twelve-month period beginning on a rider issue date or a rider anniversary and ending one day before the next rider anniversary.

step-up anniversary – the same day and month as the step-up date, for each year following a step-up in the lifetime benefit basis.

step-up date – the date that a step-up in the lifetime benefit basis occurs, as described in Rider Section 6.3.

RIDER SECTION 2.**GENERAL INFORMATION**

2.1 What is our agreement with you?

Our agreement with you includes this rider as a part of the contract to which it is attached. The provisions of the contract apply to this rider unless they conflict with the rider. If there is a conflict, the rider provision will apply. Nothing in this rider is intended to override the Death of Annuitant and/or Owner provisions of the contract to which this rider is attached; and in all events this rider will be interpreted in a manner consistent with Section 72(s) of the Internal Revenue Code. The issue date for this rider is shown on the Rider Data Page.

We promise to provide the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met.

2.2 What are the eligibility requirements and the benefit provided by this rider?

To be eligible for this rider the annuitant (both annuitants if joint annuitants) must be no younger than 55 and no older than age 85 on the rider issue date. This rider is not available if the plan type for the policy to which this rider is attached is a Beneficiary IRA.

Once issued, this rider provides for a guaranteed lifetime withdrawal benefit as described in this rider.

2.3 Are there any investment restrictions?

In order to provide the guarantee described by this rider, we require use of an available benefit allocation model for your contract value and for allocation of your net purchase payments. A transfer of contract value or change in allocation to an investment option other than an available benefit allocation model is a violation of the investment restrictions.

Subject to obtaining approval or consent required by applicable law, we reserve the right to:

- a.) add benefit allocation models without prior notice;
- b.) remove or substitute benefit allocation models; and
- c.) substitute investment options within an available benefit allocation model.

You will be notified in advance of any substitution, removal or change to a benefit allocation model that you selected.

2.4 What happens if the investment restrictions are violated?

If the investment restrictions are violated during the minimum charge period:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the lifetime benefit basis will be the lifetime benefit basis as of the valuation day immediately preceding the violation for the sole purpose of calculating the rider charge from the date of the violation to the date of termination; and
- c.) as of the date of the violation:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 5 will be revoked, which means that any withdrawals thereafter are partial withdrawals under the contract only, and not guaranteed withdrawals under this rider;
 - 2.) the step-up option described in Rider Section 6.3 will no longer be in effect nor can you elect the step-up the option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 6.2 will no longer be in effect.

If the investment restrictions are violated on any date following completion of the minimum charge period, this rider will automatically terminate as of the date the violation occurred.

2.5 When will this rider terminate?

Elective termination of this rider prior to the end of the minimum charge period is not allowed. The minimum charge period is shown on the Rider Data Page.

This rider will automatically terminate on the earliest of:

- a.) the payout date;
- b.) the date due proof of death of the annuitant (last remaining annuitant, if joint annuitants) is received;
- c.) the date there is a change of annuitant for any reason; or
- d.) the date you surrender your contract.

This rider will also terminate if the investment restrictions are violated. See Rider Section 2.4.

RIDER SECTION 3.

RIDER CHARGES

3.1 Is there a charge for this rider?

There is an annual charge for this rider. The annual charge is determined by multiplying the current annual rider charge (shown on the Rider Data Page) by the average daily lifetime benefit basis for the prior contract year. The lifetime benefit basis as of each calendar day will be used to calculate the average daily lifetime benefit basis for the prior contract year.

If you elect to step-up your lifetime benefit basis, the rider charge as of the step-up date will be equal to the amount we are currently charging for new issues of this rider. If we are no longer issuing this rider, then the rider charge will be set by the company. The rider charge will not exceed the maximum annual rider charge shown on the Rider Data Page. If the rider charge as of the step-up date is different than the current annual rider charge shown on the Rider Data Page, we will notify you at least 60 days in advance. We will also send you a new Rider Data Page showing the applicable rider charge.

During the accumulation period, this charge will be deducted pro-rata from your contract value on each contract anniversary.

The rider charge will also be deducted upon:

- a.) full surrender of the contract;
- b.) termination of the rider after expiration of the minimum charge period;
- c.) payment of death proceeds; or
- d.) the start of payments under an income payout option, if not on a contract anniversary.

Any charge for a partial year will be in proportion to the number of days since the prior contract anniversary.

RIDER SECTION 4.**PURCHASE PAYMENTS AND TRANSFERS**

4.1 Can you change the allocation of net purchase payments?

You may change the allocation of subsequent net purchase payments to one of the other available benefit allocation models at any time, without charge by written request. Any change will be effective at the time we receive your written request. However, your contract value at the time of such request must also be transferred to the benefit allocation model selected.

Changing allocation to an investment option other than an available benefit allocation model during a benefit period is a violation of the investment restrictions. See Rider Section 2.4, for a description of the consequences of such violation.

4.2 How will additional purchase payments made to your contract affect the lifetime benefit basis?

Additional purchase payments that are made after the rider issue date will increase your contract value, but will not increase your lifetime benefit basis. Careful consideration should be given before making additional purchase payments that do not increase your lifetime benefit basis. Such payments may negatively impact the benefit provided by this rider.

4.3 Can contract value be transferred?

You may transfer your contract value to any benefit allocation model that we make available.

Transferring your contract value to an investment option other than an available benefit allocation model is a violation of the investment restrictions. See Rider Section 2.4 for a description of the consequences of such violation.

RIDER SECTION 5.**GUARANTEED LIFETIME WITHDRAWAL BENEFIT**

5.1 What is the guaranteed lifetime withdrawal benefit?

The guaranteed lifetime withdrawal benefit guarantees that you may take guaranteed withdrawals under this rider regardless of your contract value.

Withdrawals under this rider are also partial withdrawals under the contract to which this rider is attached.

5.2 When can guaranteed withdrawals be made?

You may begin making guaranteed withdrawals under this rider at any time on or after the rider issue date.

5.3 What amount can be withdrawn under this rider?

You can withdraw up to the guaranteed annual lifetime withdrawal amount each rider year on or after the rider issue date while at least one annuitant is living.

The guaranteed annual lifetime withdrawal amount is determined by multiplying the current lifetime benefit basis by the annual lifetime withdrawal benefit percentage shown on the Rider Data Page. The percentage is based on the annuitant's current age at the time the first withdrawal occurs following the rider issue date. Current age means the annuitant's age (youngest annuitant if joint annuitants) as of his or her last birthday. The annual lifetime withdrawal benefit percentage will not change after your first withdrawal.

If you withdraw more than the guaranteed annual lifetime withdrawal amount (an excess withdrawal), the lifetime benefit basis will be adjusted and the guaranteed annual lifetime withdrawal amount will be reduced. See Rider Section 7.2.

5.4 What happens if a guaranteed withdrawal causes your contract value to be equal to or less than zero?

If a guaranteed withdrawal under the terms of this rider causes your contract value to be equal to or less than zero:

- a.) the accumulation period under your contract will end and the payout period will automatically begin;
- b.) the remaining guaranteed withdrawals under this rider will occur under an income payout option that we make available for that purpose; and
- c.) all other riders attached to your contract, if any, will terminate.

5.5 What happens if guaranteed withdrawals continue past the anticipated payout date?

If guaranteed withdrawals under the terms of this rider continue past the anticipated payout date:

- a.) we may not accept any additional purchase payments;
- b.) your income payout date will be extended; and
- c.) all other riders attached to your contract, if any, will terminate.

The anticipated payout date is the contract anniversary following the annuitant's 85th birthday or 10 years from the contract issue date, if later.

RIDER SECTION 6.

LIFETIME BENEFIT BASIS

6.1 How is the lifetime benefit basis determined?

The lifetime benefit basis as of the rider issue date is shown on the Rider Data Page and is equal to:

- a.) your initial purchase payment if this rider is issued at the same time your contract is issued; or
- b.) your contract value as of the rider issue date if this rider is issued after your contract is issued; or
- c.) the benefit basis for the Guaranteed Minimum Accumulation Benefit rider being converted to this rider (or the contract value, if greater) as of this rider's issue date; or
- d.) the continuation amount if this rider is issued as a result of spousal continuation.

The lifetime benefit basis may increase on each rider anniversary that the simple interest benefit and/or the step-up option are in effect. See Rider Section 6.4.

If an excess withdrawal occurs, your lifetime benefit basis will be adjusted and the guaranteed annual lifetime withdrawal amount will be reduced. See Rider Section 7.2.

6.2 What is the simple interest benefit?

The simple interest benefit is a benefit that may increase the lifetime benefit basis on each rider anniversary that it is in effect (as described in Rider Section 6.4).

This benefit is in effect on each of the first 10 rider anniversaries, provided no investment violations and no withdrawals have occurred since the rider issue date.

If a step-up occurs while the benefit is in effect, the benefit will remain in effect for each of the 10 rider anniversaries following the step-up, provided no investment violations and no withdrawals have occurred since the rider issue date. However, in no event will this benefit remain in effect after the 20th rider anniversary.

For example, if a step-up occurs on your 5th, 8th and 14th rider anniversaries, this benefit will remain in effect until your 20th rider anniversary. If a step-up occurs on your 5th and 8th rider anniversaries, and there are no step-up's on rider anniversaries 9 through 18, the benefit will remain in effect until your 18th rider anniversary. These examples assume that no investment violations and no withdrawals have occurred since the rider issue date.

This benefit will remain in effect until the earliest of:

- a.) your first withdrawal following the rider issue date; or
- b.) your 10th rider anniversary, if no step-ups have occurred as of that date; or
- c.) the 10th step-up anniversary of the last step-up that occurs while this benefit is in effect; or
- d.) the 20th rider anniversary; or
- e.) the date you violate the investment restrictions by electing to transfer your contract value or change your allocation to an investment option other than an available benefit allocation model.

Your lifetime benefit basis with simple interest is equal to a percentage of the lifetime benefit basis at the end of the first rider year (before any step-up increases) as follows:

<u>Rider Anniversary</u>	<u>Lifetime Benefit Basis (LBB) with Simple Interest</u>
1st	110% of LBB at end of 1 st Rider Year
2nd	120% of LBB at end of 1 st Rider Year
3rd	130% of LBB at end of 1 st Rider Year
4th	140% of LBB at end of 1 st Rider Year
5th	150% of LBB at end of 1 st Rider Year
6th	160% of LBB at end of 1 st Rider Year
7th	170% of LBB at end of 1 st Rider Year
8th	180% of LBB at end of 1 st Rider Year
9th	190% of LBB at end of 1 st Rider Year
10th	200% of LBB at end of 1 st Rider Year
11th	210% of LBB at end of 1 st Rider Year
12th	220% of LBB at end of 1 st Rider Year
13th	230% of LBB at end of 1 st Rider Year
14th	240% of LBB at end of 1 st Rider Year
15th	250% of LBB at end of 1 st Rider Year
16th	260% of LBB at end of 1 st Rider Year
17th	270% of LBB at end of 1 st Rider Year
18th	280% of LBB at end of 1 st Rider Year
19th	290% of LBB at end of 1 st Rider Year
20th	300% of LBB at end of 1 st Rider Year

While the simple interest benefit is in effect, it may increase your lifetime benefit basis (and therefore your guaranteed withdrawals under this rider); however, it will not increase your contract value.

6.3 What is the step-up option?

The step-up option, if elected, is a benefit that may increase the lifetime benefit basis on each rider anniversary that it is in effect (as described in Rider Section 6.4).

Once elected, the step-option will remain in effect until the earliest of the following:

- a.) the rider anniversary on or following the annuitant's 85th birthday;
- b.) the date you terminate the option by written request; or
- c.) the date you violate the investment restrictions by electing to transfer your contract value or change your allocation to an investment option other than an available benefit allocation model.

You may not re-elect the step-up option once it has been terminated. Step-ups will only be allowed if we are issuing new Guaranteed Lifetime Withdrawal Benefit Riders on the step-up date. Your annual report will indicate if the step-up option is in effect during the report period.

If you did not elect the automatic step-up option at the time of application, you may do so at a later date by written request. Step-ups will then begin automatically on the rider anniversary following receipt of your written request and will continue on each rider anniversary that the option is in effect.

6.4 How is the lifetime benefit basis determined when the simple interest option and/or the step-up option are in effect?

On each rider anniversary that the simple interest benefit and/or the step-up option are in effect, the lifetime benefit basis will be determined as follows:

- a.) **If both the simple interest benefit and the step-up option are in effect**, the lifetime benefit basis for that rider anniversary will be compared to the following amounts:
 - 1.) the lifetime benefit basis with simple interest as of that rider anniversary (see the Simple Interest Benefit Chart on the Rider Data Page); and
 - 2.) the current contract value as of that rider anniversary.

If 1.) and/or 2.) is greater than the lifetime benefit basis for that rider anniversary, the lifetime benefit basis will be increased to be equal to the greatest amount.

If both 1.) and 2.) are lower than the lifetime benefit basis for that rider anniversary, there will be no adjustment for that rider year and the lifetime benefit basis will remain unchanged.

- b.) **If the step-up option is in effect, but the simple interest benefit is not in effect**, the lifetime benefit basis for that rider anniversary will be compared to the current contract value as of that rider anniversary.

If the contract value is greater than the lifetime benefit basis for that rider anniversary, the lifetime benefit basis will be increased (stepped-up) to be equal to the contract value.

If the contract value is equal to or lower than the lifetime benefit basis for that rider anniversary, there will be no adjustment for that rider year and the lifetime benefit basis will remain unchanged.

- c.) **If the simple interest benefit is in effect, but the step-up option is not in effect**, the lifetime benefit basis for that rider anniversary will be compared to the lifetime benefit basis with simple interest as of that rider anniversary (see the Simple Interest Benefit Chart on the Rider Data Page).

If the lifetime benefit basis with the simple interest is greater than the lifetime benefit basis for that rider anniversary, the lifetime benefit basis will be increased to be equal to the lifetime benefit basis with simple interest.

If the lifetime benefit basis with simple interest is equal to or lower than the lifetime benefit basis for that rider anniversary, there will be no adjustment for that rider year and the lifetime benefit basis will remain unchanged.

6.5 Will the simple interest benefit and/or the step-up option affect the annual charge for this rider?

The annual charge for this rider is determined by multiplying the current annual rider charge by the average daily lifetime benefit basis; therefore any increase to your lifetime benefit basis as a result of the simple interest benefit or step-up option will also increase the annual charge for this rider.

The rider charge on each rider anniversary that the step-up option is in effect may also differ from the current annual rider charge shown on the Rider Data Page. Any change in the current annual rider charge will also affect the annual charge for this rider. See Rider Section 3.1.

RIDER SECTION 7.

EXCESS WITHDRAWALS

7.1 When does an excess withdrawal occur?

An excess withdrawal occurs if:

- a.) the amount withdrawn during a rider year exceeds the guaranteed annual lifetime withdrawal amount; or
- b.) the amount withdrawn, when added to prior withdrawals during a rider year, exceeds the guaranteed annual lifetime withdrawal amount.

The amount withdrawn during a rider year that is in excess of the guaranteed annual lifetime withdrawal amount is referred to as the "excess withdrawal amount".

7.2 What happens if an excess withdrawal occurs?

If an excess withdrawal occurs, the lifetime benefit basis will be reset to equal the lesser of:

- a.) the contract value immediately following the withdrawal; or
- b.) the previous lifetime benefit basis reduced dollar for dollar by:
 - 1.) the total of all withdrawals to date during the current rider year, if the withdrawal is the first excess withdrawal to occur during the rider year; otherwise
 - 2.) the amount of the withdrawal.

The guaranteed annual lifetime withdrawal amount will then be recalculated and reduced, based on the newly reset lifetime benefit basis.

We reserve the right to waive the excess withdrawal treatment described above if the withdrawals are scheduled withdrawals intended to meet IRS required minimum distribution rules. The current prospectus will disclose if such waiver is in effect and any detailed requirements for such waiver.

The annual charge for this rider is determined by multiplying the current annual rider charge by the average daily lifetime benefit basis; therefore any decrease to your lifetime benefit basis will also decrease the annual charge for this rider.

CUNA Mutual Insurance Society

A handwritten signature in black ink, enclosed within a rounded rectangular border. The signature is highly stylized and cursive, consisting of several overlapping loops and lines.

President

GUARANTEED LIFETIME WITHDRAWAL BENEFIT

ANNUITANT

[John Doe]

ANNUITANT(S) ISSUE AGE(S)

[35]

CO-ANNUITANT

[Jane Doe]

CO-ANNUITANT'S ISSUE AGE

[35]

OWNER(S)

[John Doe]

RIDER ISSUE DATE

[October 31, 2007]

Lifetime benefit basis: [\$100,000]

Current Annual Rider Charge: [0.70%]

Minimum Charge Period: [October 31, 2007 – October 31, 2014]

Maximum Annual Rider Charge: 1.75%

Annual Lifetime Withdrawal Benefit Percentage:

Single Annuitant Age at First Withdrawal	
Current Age	Percentage
55-58	4.50%
59-69	5.00%
70-79	5.50%
80+	6.00%

Joint Annuitants Age of Youngest Annuitant at First Withdrawal	
Current Age	Percentage
55-58	3.50%
59-69	4.00%
70-79	4.50%
80+	5.00%

If only one annuitant is living at the time of your first withdrawal, the percentages shown above will be increased by [1%].

Benefit Allocation Model:

- 100% Conservative Allocation
- 100% Moderate Allocation
- 100% Diversified Income

Conservative Moderate Blend

- 66% Conservative Allocation
- 34% Moderate Allocation

Conservative I Model

- 40% Bond
- 10% High Income
- 18% Large Cap Value
- 12% Large Cap Growth
- 5% Mid Cap Value
- 3% Mid Cap Growth
- 3% Small Cap Value
- 3% Global Securities
- 6% International Stock

Conservative R Model

- 5% Franklin Income Securities IV
- 10% PIMCO VIT Global Bond Unhedged
- 10% Franklin High Income IV
- 25% PIMCO VIT Total Return
- 13% Oppenheimer Main Street/VA Svc
- 16% Van Kampen LIT Growth & Income
- 4% Van Kampen LIT Mid Cap Growth
- 3% Oppenheimer Main St Small Cap/VA Svc
- 3% Mutual discovery Securities IV
- 6% Oppenheimer International Growth
- 2% AIM VI Global Real Estate
- 3% PIMCO VIT CommodityRealReturn

Conservative C Model

- 25% Ultra Bond
- 10% Franklin High Income IV
- 10% PIMCO VIT Global Bond Unhedged
- 5% PIMCO VIT Total Return
- 16% Van Kampen LIT Growth & Income
- 10% Large Cap Growth
- 6% Mid Cap Value
- 2% Mid Cap Growth
- 2% Oppenheimer Main St Small
- 7% International Stock
- 2% Oppenheimer International Growth
- 2% AIM VI Global Real Estate
- 3% PIMCO VIT CommodityRealReturn

Conservative/Moderate I Model

32% Bond
 8% High Income
 17% Large Cap Value
 14% Large Cap Growth
 7% Mid Cap Value
 5% Mid Cap Growth
 4% Small Cap Value
 4% Global Securities
 9% International Stock

Conservative/Moderate R Model

5% Franklin Income Securities IV
 8% PIMCO VIT Global Bond Unhedged
 8% Franklin High Income IV
 19% PIMCO VIT Total Return
 15% Oppenheimer Main Street/VA Svc
 15% Van Kampen LIT Growth & Income
 6% Van Kampen LIT Mid Cap Growth
 5% Oppenheimer Main St Small Cap/VA Svc
 4% Mutual discovery Securities IV
 9% Oppenheimer International Growth
 2% AIM VI Global Real Estate
 4% PIMCO VIT CommodityRealReturn

Conservative/Moderate C Model

20% Ultra Bond
 8% Franklin High Income IV
 8% PIMCO VIT Global Bond Unhedged
 4% PIMCO VIT Total Return
 16% Van Kampen LIT Growth & Income
 12% Large Cap Growth
 7% Mid Cap Value
 3% Mid Cap Growth
 3% Oppenheimer Main St Small
 8% International Stock
 5% Oppenheimer International Growth
 2% AIM VI Global Real Estate
 4% PIMCO VIT CommodityRealReturn

Moderate I Model

24% Bond
 6% High Income
 16% Large Cap Value
 16% Large Cap Growth
 8% Mid Cap Value
 7% Mid Cap Growth
 5% Small Cap Value
 7% Global Securities
 11% International Stock

Moderate R Model

5% Franklin Income Securities IV
 6% PIMCO VIT Global Unhedged
 6% Franklin High Income IV
 13% PIMCO VIT Total Return
 17% Oppenheimer Main Street/VA Svc
 14% Van Kampen LIT Growth & Income
 8% Van Kampen LIT Mid Cap Growth
 6% Oppenheimer Main St Small Cap/VA Svc
 7% Mutual discovery Securities IV
 11% Oppenheimer International Growth
 3% AIM VI Global Real Estate
 4% PIMCO VIT CommodityRealReturn

Moderate C Model

15% Ultra Bond
 6% Franklin High Income IV
 6% PIMCO VIT Global Bond Unhedged
 3% PIMCO VIT Total Return
 16% Van Kampen LIT Growth & Income
 14% Large Cap Growth
 7% Mid Cap Value
 4% Mid Cap Growth
 4% Oppenheimer Main St Small
 10% International Stock
 8% Oppenheimer International Growth
 3% AIM VI Global Real Estate
 4% PIMCO VIT CommodityRealReturn

*CUNA Mutual Insurance Society***GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER
WITH MINIMUM GUARANTEE DEATH BENEFIT**

RIDER SECTION 1.**DEFINITIONS**

1.1 What are the most commonly used terms and what do they mean?

benefit allocation model – one or more specific investment options or purchase payment allocation models that we will use to provide the guarantee described by this rider. The benefit allocation model selected is shown on the Rider Data Page.

excess withdrawal – a withdrawal that either by itself or when added to all other withdrawals during a rider year, exceeds the guaranteed annual lifetime withdrawal amount. The amount that is in excess of the guaranteed annual lifetime withdrawal amount is considered the excess withdrawal amount. See Rider Section 7.1.

guaranteed annual lifetime withdrawal amount – the maximum guaranteed withdrawal amount available to be withdrawn each rider year while an annuitant is alive.

guaranteed withdrawal – specified annual withdrawal(s) that can be made each rider year regardless of your contract value.

lifetime benefit basis – the value used to determine the guaranteed annual lifetime withdrawal amount. It may increase annually until withdrawals begin as described in Rider Section 6.4. It will be reduced if an excess withdrawal occurs and the withdrawal(s) during a rider year are more than the guaranteed annual lifetime withdrawal amount. See Rider Section 7.2.

rider anniversary – the same day and month as the rider issue date for each year this rider remains in force.

rider issue date – the date shown on the Rider Data Page that is used to determine rider years and rider anniversaries.

rider year – any twelve-month period beginning on a rider issue date or a rider anniversary and ending one day before the next rider anniversary.

step-up anniversary – the same day and month as the step-up date, for each year following a step-up in the lifetime benefit basis.

step-up date – the date that a step-up in the lifetime benefit basis occurs, as described in Rider Section 6.3.

window period – the period of time that additional purchase payment(s) made may be included in the lifetime benefit basis. The window period, if any, is shown on the Rider Data Page.

RIDER SECTION 2.**GENERAL INFORMATION**

2.1 What is our agreement with you?

Our agreement with you includes this rider as a part of the contract to which it is attached. The provisions of the contract apply to this rider unless they conflict with the rider. If there is a conflict, the rider provision will apply. Nothing in this rider is intended to override the Death of Annuitant and/or Owner provisions of the contract to which this rider is attached; and in all events this rider will be interpreted in a manner consistent with Section 72(s) of the Internal Revenue Code. The issue date for this rider is shown on the Rider Data Page.

We promise to provide the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met.

2.2 What are the eligibility requirements and the benefit provided by this rider?

To be eligible for this rider the annuitant (both annuitants if joint annuitants) must be no younger than 55 and no older than age 85 on the rider issue date. This rider is not available if the plan type for the policy to which this rider is attached is a Beneficiary IRA.

Once issued, this rider provides for a guaranteed lifetime withdrawal benefit and enhanced death benefit as described in this rider.

2.3 Are there any investment restrictions?

In order to provide the guarantee described by this rider, we require use of an available benefit allocation model for your contract value and for allocation of your net purchase payments. A transfer of contract value or change in allocation to an investment option other than an available benefit allocation model is a violation of the investment restrictions.

Subject to obtaining approval or consent required by applicable law, we reserve the right to:

- a.) add benefit allocation models without prior notice;
- b.) remove or substitute benefit allocation models; and
- c.) substitute investment options within an available benefit allocation model.

You will be notified in advance of any substitution, removal or change to a benefit allocation model that you selected.

2.4 What happens if the investment restrictions are violated?

If the investment restrictions are violated during the minimum charge period:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the lifetime benefit basis will be the lifetime benefit basis as of the valuation day immediately preceding the violation for the sole purpose of calculating the rider charge from the date of the violation to the date of termination; and
- c.) as of the date of the violation:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 5 will be revoked, which means that any withdrawals thereafter are partial withdrawals under the contract only, and not guaranteed withdrawals under this rider;
 - 2.) the step-up option described in Rider Section 6.3 will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 6.2 will no longer be in effect.

If the investment restrictions are violated on any date following completion of the minimum charge period, this rider will automatically terminate as of the date the violation occurred.

2.5 When will this rider terminate?

Elective termination of this rider prior to the end of the minimum charge period is not allowed. The minimum charge period is shown on the Rider Data Page.

This rider will automatically terminate on the earliest of:

- a.) the payout date;
- b.) the date due proof of death of the annuitant (last remaining annuitant, if joint annuitants) is received;
- c.) the date there is a change of annuitant for any reason; or
- d.) the date you surrender your contract.

This rider will also terminate if the investment restrictions are violated. See Rider Section 2.4.

RIDER SECTION 3.

RIDER CHARGES

3.1 Is there a charge for this rider?

There is an annual charge for this rider. The annual charge is determined by multiplying the current annual rider charge (shown on the Rider Data Page) by the average daily lifetime benefit basis for the prior contract year. The lifetime benefit basis as of each calendar day will be used to calculate the average daily lifetime benefit basis for the prior contract year.

If you elect to step-up your lifetime benefit basis, the rider charge as of the step-up date will be equal to the amount we are currently charging for new issues of this rider. If we are no longer issuing this rider, then the rider charge will be set by the company. The rider charge will not exceed the maximum annual rider charge shown on the Rider Data Page. If the rider charge as of the step-up date is different than the current annual rider charge shown on the Rider Data Page, we will notify you at least 60 days in advance. We will also send you a new Rider Data Page showing the applicable rider charge.

During the accumulation period, this charge will be deducted pro-rata from your contract value on each contract anniversary.

The rider charge will also be deducted upon:

- a.) full surrender of the contract;
- b.) termination of the rider after expiration of the minimum charge period;
- c.) payment of death proceeds; or
- d.) the start of payments under an income payout option, if not on a contract anniversary.

Any charge for a partial year will be in proportion to the number of days since the prior contract anniversary.

RIDER SECTION 4.

PURCHASE PAYMENTS AND TRANSFERS

4.1 Can you change the allocation of net purchase payments?

You may change the allocation of subsequent net purchase payments to one of the other available benefit allocation models at any time, without charge by written request. Any change will be effective at the time we receive your written request. However, your contract value at the time of such request must also be transferred to the benefit allocation model selected.

Changing allocation to an investment option other than an available benefit allocation model during a benefit period is a violation of the investment restrictions. See Rider Section 2.4, for a description of the consequences of such violation.

4.2 How will additional purchase payments made to your contract affect the lifetime benefit basis?

Additional purchase payments will increase your lifetime benefit basis, subject to the following requirements:

- a.) we must receive any additional purchase payments during the window period shown on the Rider Data Page; and
- b.) the increase in your lifetime benefit basis is limited to the maximum window purchase payment amount shown on the Rider Data Page.

Any additional purchase payments that are made after the window period will increase your contract value, but will not increase your lifetime benefit basis. Any additional purchase payments or portion of an additional purchase payment that exceeds the maximum window purchase payment amount will increase your contract value, but will not increase your lifetime benefit basis. Careful consideration should be given before making additional purchase payments that do not increase your lifetime benefit basis as well as your contract value. Such payments may negatively impact the benefit provided by this rider.

The annual charge for this rider is determined by multiplying the current annual rider charge by the average daily lifetime benefit basis; therefore additional purchase payments that increase your lifetime benefit basis will also increase the annual charge for this rider.

4.3 Can contract value be transferred?

You may transfer your contract value to any benefit allocation model that we make available.

Transferring your contract value to an investment option other than an available benefit allocation model is a violation of the investment restrictions. See Rider Section 2.4 for a description of the consequences of such violation.

RIDER SECTION 5.

GUARANTEED LIFETIME WITHDRAWAL BENEFIT

5.1 What is the guaranteed lifetime withdrawal benefit?

The guaranteed lifetime withdrawal benefit guarantees that you may take guaranteed withdrawals under this rider regardless of your contract value.

Withdrawals under this rider are also partial withdrawals under the contract to which this rider is attached.

5.2 When can guaranteed withdrawals be made?

You may begin making guaranteed withdrawals under this rider at any time on or after the rider issue date.

5.3 What amount can be withdrawn under this rider?

You can withdraw up to the guaranteed annual lifetime withdrawal amount each rider year on or after the rider issue date while at least one annuitant is living.

The guaranteed annual lifetime withdrawal amount is determined by multiplying the current lifetime benefit basis by the annual lifetime withdrawal benefit percentage shown on the Rider Data Page. The percentage is based on the annuitant's current age at the time the first withdrawal occurs following the rider issue date. Current age means the annuitant's age (youngest annuitant if joint annuitants) as of his or her last birthday. The annual lifetime withdrawal benefit percentage will not change after your first withdrawal.

If you withdraw more than the guaranteed annual lifetime withdrawal amount (an excess withdrawal), the lifetime benefit basis will be adjusted and the guaranteed annual lifetime withdrawal amount will be reduced. See Rider Section 7.2.

5.4 What happens if a guaranteed withdrawal causes your contract value to be equal to or less than zero?

If a guaranteed withdrawal under the terms of this rider causes your contract value to be equal to or less than zero:

- a.) the accumulation period under your contract will end and the payout period will automatically begin;
- b.) the remaining guaranteed withdrawals under this rider will occur under an income payout option that we make available for that purpose; and
- c.) all other riders attached to your contract, if any, will terminate.

5.5 What happens if guaranteed withdrawals continue past the anticipated payout date?

If guaranteed withdrawals under the terms of this rider continue past the anticipated payout date:

- a.) we may not accept any additional purchase payments;
- b.) your income payout date will be extended; and
- c.) all other riders attached to your contract, if any, will terminate.

The anticipated payout date is the contract anniversary following the annuitant's (primary annuitant if joint annuitants) 85th birthday or 10 years from the contract issue date, if later.

RIDER SECTION 6.

LIFETIME BENEFIT BASIS

6.1 How is the lifetime benefit basis determined?

The lifetime benefit basis as of the rider issue date is shown on the Rider Data Page and is equal to:

- a.) your initial purchase payment if this rider is issued at the same time your contract is issued; or
- b.) your contract value as of the rider issue date if this rider is issued after your contract is issued; or
- c.) the continuation amount if this rider is issued as a result of spousal continuation.

The lifetime benefit basis will be increased by any purchase payment(s) received during the window period (up to the maximum window purchase payment allowed as shown on the Rider Data Page); and it may increase on each rider anniversary that the simple interest benefit and/or the step-up option are in effect as described in Rider Section 6.4.

If an excess withdrawal occurs, your lifetime benefit basis will be adjusted and the guaranteed annual lifetime withdrawal amount will be reduced. See Rider Section 7.2.

6.2 What is the simple interest benefit?

The simple interest benefit is a benefit that may increase the lifetime benefit basis on each rider anniversary that it is in effect (as described in Rider Section 6.4).

This benefit is in effect on each of the first 10 rider anniversaries, provided no investment violations and no withdrawals have occurred since the rider issue date.

If a step-up occurs while the benefit is in effect, the benefit will remain in effect for each of the 10 rider anniversaries following the step-up, provided no investment violations and no withdrawals have occurred since the rider issue date. However, in no event will this benefit remain in effect after the 20th rider anniversary.

For example, if a step-up occurs on your 5th, 8th and 14th rider anniversaries, this benefit will remain in effect until your 20th rider anniversary. If a step-up occurs on your 5th and 8th rider anniversaries, and there are no step-up's on rider anniversaries 9 through 18, the benefit will remain in effect until your 18th rider anniversary. These examples assume that no investment violations and no withdrawals have occurred since the rider issue date.

This benefit will remain in effect until the earliest of:

- a.) your first withdrawal following the rider issue date; or
- b.) your 10th rider anniversary, if no step-ups have occurred as of that date; or
- c.) the 10th step-up anniversary of the last step-up that occurs while this benefit is in effect; or
- d.) the 20th rider anniversary; or
- e.) the date you violate the investment restrictions by electing to transfer your contract value or change your allocation to an investment option other than an available benefit allocation model.

Your lifetime benefit basis with simple interest is equal to a percentage of the lifetime benefit basis at the end of the first rider year (before any step-up increases) as follows:

Rider Anniversary	Lifetime Benefit Basis (LBB) with Simple Interest
1st	110% of LBB at end of 1 st Rider Year
2nd	120% of LBB at end of 1 st Rider Year
3rd	130% of LBB at end of 1 st Rider Year
4th	140% of LBB at end of 1 st Rider Year
5th	150% of LBB at end of 1 st Rider Year
6th	160% of LBB at end of 1 st Rider Year
7th	170% of LBB at end of 1 st Rider Year
8th	180% of LBB at end of 1 st Rider Year
9th	190% of LBB at end of 1 st Rider Year
10th	200% of LBB at end of 1 st Rider Year
11th	210% of LBB at end of 1 st Rider Year
12th	220% of LBB at end of 1 st Rider Year
13th	230% of LBB at end of 1 st Rider Year
14th	240% of LBB at end of 1 st Rider Year
15th	250% of LBB at end of 1 st Rider Year
16th	260% of LBB at end of 1 st Rider Year
17th	270% of LBB at end of 1 st Rider Year
18th	280% of LBB at end of 1 st Rider Year
19th	290% of LBB at end of 1 st Rider Year
20th	300% of LBB at end of 1 st Rider Year

While the simple interest benefit is in effect, it may increase your lifetime benefit basis (and therefore your guaranteed withdrawals under this rider); however, it will not increase your contract value.

6.3 What is the step-up option?

The step-up option, if elected, is a benefit that may increase the lifetime benefit basis on each rider anniversary that it is in effect (as described in Rider Section 6.4).

Once elected, the step-option will remain in effect until the earliest of the following:

- a.) the rider anniversary on or following the annuitant's 85th birthday (the 85th birthday of the youngest annuitant, if joint annuitants);
- b.) the date you terminate the option by written request; or
- c.) the date you violate the investment restrictions by electing to transfer your contract value or change your allocation to an investment option other than an available benefit allocation model.

You may not re-elect the step-up option once it has been terminated. Step-ups will only be allowed if we are issuing new Guaranteed Lifetime Withdrawal Benefit Riders on the step-up date. Your annual report will indicate if the step-up option is in effect during the report period.

If you did not elect the automatic step-up option at the time of application, you may do so at a later date by written request. Step-ups will then begin automatically on the rider anniversary following receipt of your written request and will continue on each rider anniversary that the option is in effect.

6.4 How is the lifetime benefit basis determined when the simple interest option and/or the step-up option are in effect?

On each rider anniversary that the simple interest benefit and/or the step-up option are in effect, the lifetime benefit basis will be determined as follows:

- a.) **If both the simple interest benefit and the step-up option are in effect**, the lifetime benefit basis for that rider anniversary will be compared to the following amounts:
 - 1.) the lifetime benefit basis with simple interest as of that rider anniversary (see the Simple Interest Benefit Chart on the Rider Data Page); and
 - 2.) the current contract value as of that rider anniversary.

If 1.) and/or 2.) is greater than the lifetime benefit basis for that rider anniversary, the lifetime benefit basis will be increased to be equal to the greatest amount.

If both 1.) and 2.) are lower than the lifetime benefit basis for that rider anniversary, there will be no adjustment for that rider year and the lifetime benefit basis will remain unchanged.

- b.) **If the step-up option is in effect, but the simple interest benefit is not in effect**, the lifetime benefit basis for that rider anniversary will be compared to the current contract value as of that rider anniversary.

If the contract value is greater than the lifetime benefit basis for that rider anniversary, the lifetime benefit basis will be increased (stepped-up) to be equal to the contract value.

If the contract value is equal to or lower than the lifetime benefit basis for that rider anniversary, there will be no adjustment for that rider year and the lifetime benefit basis will remain unchanged.

- c.) **If the simple interest benefit is in effect, but the step-up option is not in effect**, the lifetime benefit basis for that rider anniversary will be compared to the lifetime benefit basis with simple interest as of that rider anniversary (see the Simple Interest Benefit Chart on the Rider Data Page).

If the lifetime benefit basis with the simple interest is greater than the lifetime benefit basis for that rider anniversary, the lifetime benefit basis will be increased to be equal to the lifetime benefit basis with simple interest.

If the lifetime benefit basis with simple interest is equal to or lower than the lifetime benefit basis for that rider anniversary, there will be no adjustment for that rider year and the lifetime benefit basis will remain unchanged.

6.5 Will the simple interest benefit and/or the step-up option affect the annual charge for this rider?

The annual charge for this rider is determined by multiplying the current annual rider charge by the average daily lifetime benefit basis; therefore any increase to your lifetime benefit basis as a result of the simple interest benefit or step-up option will also increase the annual charge for this rider.

The rider charge on each rider anniversary that the step-up option is in effect may also differ from the current annual rider charge shown on the Rider Data Page. Any change in the current annual rider charge will also affect the annual charge for this rider. See Rider Section 3.1.

RIDER SECTION 7.

EXCESS WITHDRAWALS

7.1 When does an excess withdrawal occur?

An excess withdrawal occurs if:

- a.) the amount withdrawn during a rider year exceeds the guaranteed annual lifetime withdrawal amount; or
- b.) the amount withdrawn, when added to prior withdrawals during a rider year, exceeds the guaranteed annual lifetime withdrawal amount.

The amount withdrawn during a rider year that is in excess of the guaranteed annual lifetime withdrawal amount is referred to as the "excess withdrawal amount".

7.2 What happens if an excess withdrawal occurs?

If an excess withdrawal occurs, the lifetime benefit basis will be reset to equal the lesser of:

- a.) the contract value immediately following the withdrawal; or
- b.) the previous lifetime benefit basis reduced dollar for dollar by:
 - 1.) the total of all withdrawals to date during the current rider year, if the withdrawal is the first excess withdrawal to occur during the rider year; otherwise
 - 2.) the amount of the withdrawal.

The guaranteed annual lifetime withdrawal amount will then be recalculated and reduced, based on the newly reset lifetime benefit basis.

We reserve the right to waive the excess withdrawal treatment described above if the withdrawals are scheduled withdrawals intended to meet IRS required minimum distribution rules. The current prospectus will disclose if such waiver is in effect and any detailed requirements for such waiver.

The annual charge for this rider is determined by multiplying the current annual rider charge by the average daily lifetime benefit basis; therefore any decrease to your lifetime benefit basis will also decrease the annual charge for this rider.

RIDER SECTION 8.**DEATH BENEFIT PROCEEDS**

8.1 What amount will be paid as death benefit proceeds during the accumulation period?

The amount that will be paid under this contract as death benefit proceeds is equal to the greater of the following:

- a.) the contract value as of the date due proof of death is received reduced by any applicable rider charges (calculated in proportion to the number of days since the prior contract anniversary for a partial year's charge); or
- b.) the sum of your net purchase payments made as of the date due proof of death is received; minus an adjustment for each partial withdrawal made as of the date due proof of death is received. The adjustment for a partial withdrawal is equal to the partial withdrawal amount plus an additional adjustment if an excess withdrawal occurred as described in Rider Section 7.

The additional adjustment for an excess withdrawal is equal to: (1) divided by (2); with that result multiplied by (3); and then finally reduced by (1), where:

- (1)= the excess withdrawal amount;
- (2)= the contract value immediately prior to the excess withdrawal;
- (3)= the sum of your net purchase payments immediately prior to the date the excess withdrawal occurred, less any adjustments already made for prior withdrawals.

This additional adjustment for an excess withdrawal has the effect of increasing the total adjustment amount when (3) is greater than (2) and reducing the total adjustment amount when (3) is less than (2).

The death benefit proceeds described above will be reduced by any applicable premium expense charges not previously deducted.

CUNA Mutual Insurance Society



President

**GUARANTEED LIFETIME WITHDRAWAL BENEFIT
WITH MINIMUM GUARANTEE DEATH BENEFIT****ANNUITANT**

[John Doe]

ANNUITANT(S) ISSUE AGE(S)

[35]

CO-ANNUITANT

[Jane Doe]

CO-ANNUITANT'S ISSUE AGE

[35]

OWNER(S)

[John Doe]

RIDER ISSUE DATE

[October 31, 2007]

Lifetime benefit basis: [\$100,000]**Window Period:** [October 31, 2007 – October 31, 2008]**Maximum Window Purchase Payment:** [\$200,000]**Current Annual Rider Charge:** [0.70%]**Minimum Charge Period:** [October 31, 2007 – October 31, 2014]**Maximum Annual Rider Charge:** 1.75%**Annual Lifetime Withdrawal Benefit Percentage:**

Single Annuitant Age at First Withdrawal	
<u>Current Age</u>	<u>Percentage</u>
55-58	4.50%
59-69	5.00%
70-79	5.50%
80+	6.00%

Joint Annuitants Age of Youngest Annuitant at First Withdrawal	
<u>Current Age</u>	<u>Percentage</u>
55-58	3.50%
59-69	4.00%
70-79	4.50%
80+	5.00%

If only one annuitant is living at the time of your first withdrawal, the percentages shown above will be increased by [1%].

Benefit Allocation Model:

100% Conservative Allocation
100% Moderate Allocation
100% Diversified Income

Conservative Moderate Blend
66% Conservative Allocation
34% Moderate Allocation

Conservative I Model

40% Bond
 10% High Income
 18% Large Cap Value
 12% Large Cap Growth
 5% Mid Cap Value
 3% Mid Cap Growth
 3% Small Cap Value
 3% Global Securities
 6% International Stock

Conservative R Model

5% Franklin Income Securities IV
 10% PIMCO VIT Global Bond Unhedged
 10% Franklin High Income IV
 25% PIMCO VIT Total Return
 13% Oppenheimer Main Street/VA Svc
 16% Van Kampen LIT Growth & Income
 4% Van Kampen LIT Mid Cap Growth
 3% Oppenheimer Main St Small
 3% Mutual discovery Securities IV
 6% Oppenheimer International Growth
 2% AIM VI Global Real Estate
 3% PIMCO VIT CommodityRealReturn

Conservative C Model

25% Ultra Bond
 10% Franklin High Income IV
 10% PIMCO VIT Global Bond Unhedged
 5% PIMCO VIT Total Return
 16% Van Kampen LIT Growth & Income
 10% Large Cap Growth
 6% Mid Cap Value
 2% Mid Cap Growth
 2% Oppenheimer Main St Small
 7% International Stock
 2% Oppenheimer International Growth
 2% AIM VI Global Real Estate
 3% PIMCO VIT CommodityRealReturn

Conservative/Moderate I Model

32% Bond
 8% High Income
 17% Large Cap Value
 14% Large Cap Growth
 7% Mid Cap Value
 5% Mid Cap Growth
 4% Small Cap Value
 4% Global Securities
 9% International Stock

Conservative/Moderate R Model

5% Franklin Income Securities IV
 8% PIMCO VIT Global Bond Unhedged
 8% Franklin High Income IV
 19% PIMCO VIT Total Return
 15% Oppenheimer Main Street/VA Svc
 15% Van Kampen LIT Growth & Income
 6% Van Kampen LIT Mid Cap Growth
 5% Oppenheimer Main St Small Cap/VA Svc
 4% Mutual discovery Securities IV
 9% Oppenheimer International Growth
 2% AIM VI Global Real Estate
 4% PIMCO VIT CommodityRealReturn

Conservative/Moderate C Model

20% Ultra Bond
 8% Franklin High Income IV
 8% PIMCO VIT Global Bond Unhedged
 4% PIMCO VIT Total Return
 16% Van Kampen LIT Growth & Income
 12% Large Cap Growth
 7% Mid Cap Value
 3% Mid Cap Growth
 3% Oppenheimer Main St Small
 8% International Stock
 5% Oppenheimer International Growth
 2% AIM VI Global Real Estate
 4% PIMCO VIT CommodityRealReturn

Moderate I Model

24% Bond
 6% High Income
 16% Large Cap Value
 16% Large Cap Growth
 8% Mid Cap Value
 7% Mid Cap Growth
 5% Small Cap Value
 7% Global Securities
 11% International Stock

Moderate R Model

5% Franklin Income Securities IV
 6% PIMCO VIT Global Unhedged
 6% Franklin High Income IV
 13% PIMCO VIT Total Return
 17% Oppenheimer Main Street/VA Svc
 14% Van Kampen LIT Growth & Income
 8% Van Kampen LIT Mid Cap Growth
 6% Oppenheimer Main St Small Cap/VA Svc
 7% Mutual discovery Securities IV
 11% Oppenheimer International Growth
 3% AIM VI Global Real Estate
 4% PIMCO VIT CommodityRealReturn

Moderate C Model

15% Ultra Bond
 6% Franklin High Income IV
 6% PIMCO VIT Global Bond Unhedged
 3% PIMCO VIT Total Return
 16% Van Kampen LIT Growth & Income
 14% Large Cap Growth
 7% Mid Cap Value
 4% Mid Cap Growth
 4% Oppenheimer Main St Small
 10% International Stock
 8% Oppenheimer International Growth
 3% AIM VI Global Real Estate
 4% PIMCO VIT CommodityRealReturn

SERFF Tracking Number: CUNA-125768562 *State:* Arkansas
Filing Company: CUNA Mutual Insurance Society *State Tracking Number:* 40126
Company Tracking Number: 2008-GMAB-7 ET. AL.
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: MEMBERS Variable Annuity III
Project Name/Number: 2008 VA Fall Enhancements/2008-GMAB-7 et. al.

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CUNA-125768562 State: Arkansas
Filing Company: CUNA Mutual Insurance Society State Tracking Number: 40126
Company Tracking Number: 2008-GMAB-7 ET. AL.
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: MEMBERS Variable Annuity III
Project Name/Number: 2008 VA Fall Enhancements/2008-GMAB-7 et. al.

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 08/11/2008

Comments:

Attached.

Attachment:

AR_Certif of Compliance with Rule 19 49 3.pdf

Review Status:

Satisfied -Name: Application 08/11/2008

Comments:

This is not a filing for a new policy, however, the application used with this product/rider forms is form VAAPP-2007, approved by the Department on August 15, 2007.

Review Status:

Satisfied -Name: Comparison Documents 08/25/2008

Comments:

Attached.

Attachments:

GMAB_08 to 07_COMPARISON.pdf

GLWB_08 to 07_COMPARISON.pdf

Review Status:

Satisfied -Name: Statement of Variables 08/25/2008

Comments:

Attahced

Attachment:

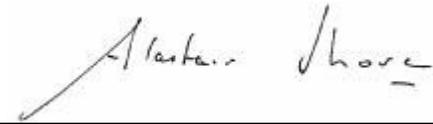
STATEMENT OF VARIABLES.pdf

**Certificate of Compliance with
Arkansas Rule and Regulation 19 & 49**

Insurer: CUNA Mutual Insurance Society

Form Number(s): 2008-GMAB-7, 2008-GMAB-10, 2008-INGLWB, 2008-INGLWB-MG, 2008-ILGLWB, 2008-ILGLWB-MG

I hereby certify that to the best of my knowledge and belief, the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulations 19 and 49.



Signature of Company Officer

Alastair Shore

Name

Sr. Vice President – Chief Underwriter

Title

August 29, 2008

Date

**2008-GMAB-7 and 2008-GMAB-10 COMPARISON
to
2006-GMAB-RV1**

Form 2008-GMAB-7 and 2008-GMAB-10	Comments (changes outlined apply to both rider forms, unless otherwise noted)
TITLE/Name of the Benefit	<p>There are 2 rider forms for this benefit now. One contains a 7-year benefit period, and the other contains a 10-year benefit period. Therefore the name of these rider forms include the benefit period for which it offers. The previous rider form 2006-GMAB-RV1 had a 10 year benefit period only; however, it was written as such to allow the company to offer additional benefit periods in the future upon limited refilling. The company has not added any additional benefit periods to form 2006-GMAB-RV1. However, at this time, we have decided to provide an additional 7 year benefit period via a separate rider form.</p>
RIDER SECTION 2, GENERAL INFORMATION	<p>Rider Section 2 of both rider forms 2008-GMAB-7 & 2008-GMAB-10 –</p> <p>Section 2.1 –</p> <p>Added the following language:</p> <p>Nothing in this rider is intended to override the Death of Annuitant and/or Owner provisions of the contract to which this rider is attached; and in all events this rider will be interpreted in a manner consistent with Section 72(s) of the Internal Revenue Code.</p> <p>Section 2.2 -</p> <p>Reworded the question to read: “What are the eligibility requirements and benefits provided by this rider? “ Added an additional paragraph to this section which reads: “To be eligible for this rider the annuitant (both annuitants if joint annuitants) must be no younger than 55 and no older than age 85 on the rider issue date. This rider is not available if the plan type for the policy in which this rider is attached is a Beneficiary IRA. “ And then to go on and add to the existing paragraph, “Once issued” this rider provides a guaranteed minimum accumulation benefit as described in this rider.</p> <p>Moved language around and re-worded this Section resulting in two additional questions added for clarity and greater ease of understanding when explaining the consequences of transferring or allocating contract value to a benefit allocation model that is not available for these riders: “2.3 Are there any investment restrictions?”, and “2.4 What happens if the investment restrictions are violated?”. Consequently, the remaining section of “When will this rider terminate?” was renumbered to be Section 2.5. These benefits are priced very competitively. Therefore, in order to deliver the very lowest cost to the consumer, specific investment options which we refer to as “benefit allocation models” must be used. The meaning of this provision is the same as that of the rider being replaced, with the exception of the following changes described below as they may specifically relate to each rider form in providing either the 7-year or 10-year benefit period.</p> <p>Rider Section 2.5 form 2008-GMAB-7 only –</p> <p>Deleted this sentence: “You may terminate this rider on any date following completion of the minimum charge period. The minimum charge period is shown on the Rider Data Page.”</p> <p>Added this sentence: “Elective termination of this rider is not allowed.”</p>

	<p>Rider Section 2.5 form 2008-GMAB-10 only –</p> <p>Deleted this sentence: “You may terminate this rider on any date following completion of the minimum charge period. The minimum charge period is shown on the Rider Data Page.”</p> <p>Added this sentence: “Elective termination of this rider prior to the end of the minimum charge period is not allowed. The minimum charge period is shown on the Rider Data Page.” to better fit with this rewording.</p> <p>To further explain this change, please note that the minimum charge period is 7 years for both rider forms. The benefit period on the rider form 2008-GMAB-7 is also 7 years. Therefore, unlike the 2008-GMAB-10 rider form which has a benefit period of 10 years (and thus extending beyond the minimum charge period of 7 years), additional explanation is not needed in this area for form 2008-GMAB-7.</p>
<p>RIDER SECTION 3 RIDER CHARGES</p>	<p>Added “annual” to the term “current rider charge”. This is not a change as to when the rider charge occurs, but an addition for better description.</p> <p>The annual rider charge is based on the benefit basis, rather than the contract value as in the rider form being replaced.</p> <p>Changed when the rider charge would be deducted from paragraph form to an ordered list for ease of reading.</p> <p>Added the following statement: “The rider charge will not exceed the maximum annual rider charge shown on the Rider Data Page.”</p>
<p>RIDER SECTION 4 PURCHASE PAYMENTS AND TRANSFERS</p>	<p>Section 4.1 –</p> <p>Reworded the question to be: “Can you change the allocation of net purchase payments?”</p> <p>Removed all language in this section, except for the 4th paragraph.</p> <p>Added the following paragraph: “Changing allocation to an investment option other than an available benefit allocation model during a benefit period is a violation of the investment restrictions. See Rider Section 2.4 for a description of the consequences of such violation. “</p> <p>Section 4.2 –</p> <p>Added the following paragraph: “The annual charge for this rider is determined by multiplying the current annual charge by the average daily benefit basis; therefore additional purchase payments that increase your benefit basis will also increase the annual charge for this rider.”</p> <p>Section 4.3 –</p> <p>Removed the following statement: “If you elect to transfer your contract value to an investment option other than an available benefit allocation model, your lifetime benefit basis will be reduced to zero as of the date of the transfer; and this rider will terminate. See Rider Section 2.3.”</p> <p>Added the following paragraph: “Transferring your contract value to an investment option other than an available benefit allocation model is a violation of the investment restrictions. See Rider Section 2.4 for a description of the consequences of such violation.”</p> <p>As is the case for the changes in Section 2, thee changes to Section 4 were made for clarity, ease of understanding, and flow with the new language of Section 2.</p>

RIDER SECTION 5
GUARANTEED MINIMUM
ACCUMULATION BENEFIT

Section 5.2 –

Remove the last paragraph stating: “Transfers and changes in allocation to an investment option other than to an available benefit allocation model during a benefit period will reduce your benefit basis to zero as of the date of transfer or change in allocation and will result in termination of this rider. See Rider Section 2.3.” as this is now covered in the rewording of Section 2.

Section 5.3 –

Added the following paragraph: “The annual charge for this rider is determined by multiplying the current annual charge by the average daily benefit basis; therefore additional purchase payments that increase your benefit basis will also increase the annual charge for this rider.”

Section 5.4 –

Removed: “of the same duration as the prior benefit period” from the first sentence. As previously described, there are now 2 rider forms, each providing a specific benefit period of 7 or 10 years. Therefore, this phrase is no longer needed.

Added item “c” to the ordered list: “the benefit provided by this rider has not been revoked due to a violation of the investment restriction”, and re-lettered the remaining items.

Changed re-lettered item “d” to remove the phrase: “(oldest annuitant if joint annuitant)”

Added the following phrase: “Step-ups will only be allowed if we are offering new guaranteed minimum accumulation benefits on the date you request a step-up”. This was added since this rider now includes a maximum annual rider charge.

The last paragraph contains minor wording revisions, not substantial in the meaning of the benefit.

Added the following paragraph: “The annual charge for this rider is determined by multiplying the current annual charge by the average daily benefit basis; therefore electing to step-up your benefit basis will result in an increase in the annual charge for this rider, even if the current annual rider charge shown on your Rider Data Page does not change. See Rider Section 3.1.”

Section 5.5 –

Removed item a.) “ the renewal benefit period is the same duration as the prior benefit period.” Again, this is deleted since there are now 2 rider forms, each providing a specific benefit period of 7 or 10 years. Renamed item “b” to be “a” and removed the phrase : “(oldest annuitant if joint annuitant)”.

Removed item “c”: “your benefit basis is greater than zero”, and then added new item “b” stating: “the benefit provided by this rider has not been revoked due to a violation of the investment restrictions”, and renumbered the remaining items. These changes were made to flow with the rewording of Section 2.

Added the following to the last paragraph to add clarity/emphasis of what may occur with the rider charge if election to renew the benefit period is made: “The annual charge for this rider is determined by multiplying the current annual rider charge by the average daily benefit basis; therefore electing to renew the benefit basis will result in an increase in the annual charge for this rider, even if the current annual rider charge shown on your Rider Data Page does not change. See Rider Section 3.1. “

	<p>Section 5.6 –</p> <p>Reworded the question to change the terminology of the “Guaranteed Minimum Withdrawal Benefit” to be the “Guaranteed Lifetime Withdrawal Benefit” which is now the title of this benefit (as provided by forms 2008-INGLWB and 2008-ILGLWB also part of this submission). Note: this terminology change was also made to Sections 2.4, 3.1, and 5.7.</p> <p>Removed item “a”: “this rider is in force with a benefit basis greater than zero.”</p> <p>Added new item “a” to state: “The benefit provided by this rider has not been revoked due to a violation of the investment restrictions.”</p> <p>Changed item “b” to remove the phrase : “(oldest annuitant if joint annuitant)”.</p> <p>These changes to Rider Section 5 were made to work with the rewording of Section 2., the addition of a maximum annual rider charge to the Rider Data Page, and basing the annual rider charge on the Benefit Basis, rather than the contract value (as was in the rider forms being replaced).</p>
	<p>Section 5.7 –</p> <p>Reworded the last paragraph to work with the following changes due to now having 2 rider forms offering either a 7 year or 10 year benefit period.</p> <p>Rider Section 5.7 form 2008-GMAB-7 only –</p> <p>If the rider form is not renewed or converted, the rider will terminate with no increase to the contract value.</p> <p>Rider Section 5.7 form 2008-GMAB-10 only –</p> <p>If the rider form is not renewed or converted, the rider will terminate, however, the contract value will be increased by an amount equal to all rider charges deducted during the most recent benefit period.</p> <p>This is essentially a “return of the rider charges” for the 10 year benefit, which the company has determined it is able to provide for this duration of benefit period.</p>
<p>RIDER DATA PAGE</p>	<p>Form 2008-GMAB-7: Added to the title “With 7-Year Benefit Period”.</p> <p>Form 2008-GMAB-10: Added to the title “With 10-Year Benefit Period.”</p> <p>Both rider forms:</p> <p>Added CO-ANNUITANT information.</p> <p>Removed “Benefit Period” as there are now 2 rider forms specifically offering either a 7 year or 10 year benefit period and therefore, this is no longer needed.</p> <p>Revised the Current Annual Rider Charge is .65%</p> <p>Added Maximum Rider Charge is 1.75%</p> <p>Benefit Allocation Models have been updated with the current selections the company will be able to offer for these benefits.</p> <p>Note that Rider form 2008-GMAB-10 offers more Benefit Allocation Models than rider form 2008-GMAB-7 does. Through pricing of the benefits, the Company determined the Benefit Allocation Model election offerings it is able to provide to our customers for the lowest possible cost.</p>

**2008-INGLWB and 2008-INGLWB-MG COMPARISON
to
2007-GMWB and 2007-GMWB-MG**

Form 2008-INGLWB and 2008-INGLWB-MG	Comments (changes outlined apply to both rider forms, unless otherwise noted)
TITLE/Name of the Benefit	The name of the rider forms were changed to Guaranteed Lifetime Withdrawal Benefit from Guaranteed Minimum Withdrawal Benefit. All references throughout the form have been changed to reflect the new name.
RIDER SECTION 1. DEFINITIONS	<p>Revised the definition of lifetime benefit basis to indicate it “may” increase annually until withdrawals begin. This was changed from “will”, to be more descriptive of any increase due to the step-up option and/or simple interest benefit as described in Rider Section 6.4.</p> <p>From 2008-INGLWB Only – Removed definition of “Window Period” and language applicable to window payments. Since form 2008-INGLWB is the rider form to be used for conversion from a Guaranteed Minimum Accumulation Benefit, the window period is not applicable as window payments are not be allowed in conversion cases.</p>
RIDER SECTION 2, GENERAL INFORMATION	<p>Section 2.1 –</p> <p>Added the following language:</p> <p>Nothing in this rider is intended to override the Death of Annuitant and/or Owner provisions of the contract to which this rider is attached; and in all events this rider will be interpreted in a manner consistent with Section 72(s) of the Internal Revenue Code.</p> <p>Section 2.2 -</p> <p>Reworded the question to read: “What are the eligibility requirements and benefits provided by this rider? “ Added an additional paragraph to this section which reads: “To be eligible for this rider the annuitant (both annuitants if joint annuitants) must be no younger than 55 and no older than age 85 on the rider issue date. This rider is not available if the plan type for the policy in which this rider is attached is a Beneficiary IRA. “ Then to go on to add to the existing paragraph: “Once issued”, this rider provides for a guaranteed lifetime withdrawal benefit as described in this rider.</p> <p>Moved language around and re-worded this Section resulting in two additional questions added for clarity and greater ease of understanding when explaining the consequences of transferring or allocating contract value to a benefit allocation model that is not available for these riders: “2.3 Are there any investment restrictions?”, and “2.4 What happens if the investment restrictions are violated?”. Consequently, the remaining section of “When will this rider terminate?” was renumbered to be Section 2.5. These benefits are priced very competitively. Therefore, in order to deliver the very lowest cost to the consumer, specific investment options which we refer to as “benefit allocation models” must be used. The meaning of this provision is the same as that of the rider being replaced. Also, made changes here to work with the other rewording changes in this section.</p> <p>Deleted this sentence: “You may terminate this rider on any date following completion of the minimum charge period. The minimum charge period is shown on the Rider Data Page.”</p> <p>Added this sentence: “Elective termination of this rider is not allowed.”</p>

<p>RIDER SECTION 3 RIDER CHARGES</p>	<p>Added “annual” to the term “current rider charge”. This is not a change as to when the rider charge occurs, but an addition for better description.</p> <p>The annual rider charge is based on the benefit basis, rather than the contract value as in the rider form being replaced. Additional language was added to Section 6.5 due to this change (as described later in this document).</p> <p>Changed when the rider charge would be deducted from paragraph form to an ordered list and added items b.) and d.) to the ordered listing of when the rider charge would be deducted.</p> <p>Added the following sentence: “ The rider charge will not exceed the maximum annual rider charge shown on the Rider Data Page.</p>
<p>RIDER SECTION 4 PURCHASE PAYMENTS AND TRANSFERS</p>	<p>Section 4.1 –</p> <p>Reworded the question to be: “Can you change the allocation of net purchase payments?”</p> <p>Removed all language in this section, except for the 4th paragraph.</p> <p>Added the following paragraph: “Changing allocation to an investment option other than an available benefit allocation model during a benefit period is a violation of the investment restrictions. See Rider Section 2.4 for a description of the consequences of such violation. “</p> <p>Section 4.2 –</p> <p>Removed the Window Period language (form 2008-INGLWB only).</p> <p>Section 4.3 –</p> <p>Removed the following statement: “If you elect to transfer your contract value to an investment option other than an available benefit allocation model, your lifetime benefit basis will be reduced to zero as of the date of the transfer; and this rider will terminate. See Rider Section 2.3.”</p> <p>Added the following paragraph: “Transferring your contract value to an investment option other than an available benefit allocation model is a violation of the investment restrictions. See Rider Section 2.4 for a description of the consequences of such violation.”</p> <p>Removed 5% simple interest and step-up option language as it is now covered in Rider Section 2.4.</p> <p>As is the case for the changes in Rider Section 2, these changes to Section 4 were made for clarity and ease of understanding, and for flow with the rewording of Section 2.</p>
<p>RIDER SECTION 5 GUARANTEED LIFETIME WITHDRAWAL BENEFIT</p>	<p>Changed to Guaranteed “Lifetime” Withdrawal Benefit terminology.</p> <p>Section 5.1 –</p> <p>Minor language changes – added a reference to Rider Section 5.5.</p> <p>Section 5.3 –</p> <p>Revised language to base the age on the “current” age, and to add the sentence: “current age means the annuitant’s age (youngest annuitant if joint annuitants) as of his or her last birthday.”</p>

	<p>Also added the following language: If a step-up occurs after the first withdrawal, the percentage will be based on the annuitant's current age at the time of the step-up. This will result in an increase to the annual withdrawal benefit percentage if the annuitant's current age on the step-up date is an age that is within a higher age band as shown on the Rider Data Page.</p> <p>Section 5.5 –</p> <p>Removed the phrase “primary annuitant if joint annuitant” from the last sentence.</p>
<p>RIDER SECTION 6 LIFETIME BENEFIT BASIS</p>	<p>Section 6.1 –</p> <p>Removed Window period language (form 2008-INGLWB only).</p> <p>In the 2nd paragraph, revised the 1st sentence to indicate the lifetime benefit basis “may” increase on each rider anniversary that the simple interest benefit is in effect. This was changed from “will” be increased to be more descriptive of any increase due to the simple interest benefit as described in Rider Section 6.4c.</p> <p>Also in Section 6.1, removed the following statement: “Transfers and changes in allocation to an investment option other than an available benefit allocation model will reduce your lifetime benefit basis to zero as of the date of transfer or change in allocation and will result in termination of this rider. See Rider Section 2.3.” This is now covered in Section 2 and therefore not needed here. As is the case for the changes in Rider Section 2, changes such as these were made for clarity and ease of understanding, and for flow with the reworded language of Section 2.</p> <p>Section 6.2 –</p> <p>Combined the meanings of items “c” and “d” and reworded the new item “c” in the ordered list of this section to be consistent with the rewording of Section 2. The meaning of this provision is the same as the previous rider form, but again, the language has been updated for clarity.</p> <p>Section 6.3 –</p> <p>Revised the 1st sentence to indicate the lifetime benefit basis “may” increase on each rider anniversary that the step-up option is effect. This was changed from “is used to determine” the increase to be more descriptive of any increase due to the step-up option as described in Rider Section 6.4b.</p> <p>Combined the meanings of items “c” and “d”, and reworded new item “c” in the ordered list of this section to make the language consistent with the rewording of Section 2. The meaning of this provision is the same as the previous rider form, but again, the language has been updated for clarity.</p> <p>Added the following phrase: “Step-ups will only be allowed if we are offering new guaranteed minimum accumulation benefits on the date you request a step-up”. This was added since this rider now includes a maximum annual rider charge.</p> <p>Deleted the last paragraph which stated: The rider charge on each rider anniversary that the step-up option is in effect may differ from the prior rider charge. See Rider Section 3.1.” as this is covered in Rider Section 6.5</p> <p>These changes were made to work with the rewording of Section 2. and the addition of a maximum annual rider charge to the Rider Data Page.</p> <p>Section 6.4 –</p> <p>Reworded the lead-in question to be “Will the lifetime benefit basis increase? for language simplicity.</p>

	<p>Section 6.5 –</p> <p>Added this new question and associated text: “ Will the simple interest benefit and/or the step-up option affect the annual charge for this rider?”</p> <p>The annual charge for this rider is determined by multiplying the current annual charge by the average daily benefit basis; therefore additional purchase payments that increase your benefit basis will also increase the annual charge for this rider.” This was added since the annual rider charge is now based on the Benefit Basis rather than on the contract value (as was in the rider form being replaced).</p> <p>The rider charge on each rider anniversary that the step-up option is in effect may also differ from the current annual rider charge shown on the Rider Data Page. Any change in the current annual rider charge will also affect the annual charge for this rider. See Rider Section 3.1</p>
<p>Additional Note</p>	<p>Form 2008-INGLWB-MG includes an additional Section 8, which form 2008-INGLWB does not. Section 8 of form 2008-INGLWB-MG provides the Minimum Guarantee Death Benefit. There were no changes to this section between the new form and the form it replaces.</p>
<p>RIDER DATA PAGE</p>	<p>Revised the Title to be Guaranteed “Lifetime” Withdrawal Benefit.</p> <p>Added CO-ANNUITANT information.</p> <p>Revised the Current Annual Rider Charge to be .70%</p> <p>Added Maximum Rider Charge of 1.75%.</p> <p>Revised the Annual Withdrawal Benefit Percentages and age range bands. Also to title the Annual Withdrawal Benefit Percentage tables to be the Age at First Withdrawal or Step-up. “Step-up” was added to flow with the benefit revision regarding step-ups in Rider Section 5.3.</p> <p>Benefit Allocation Models have been updated with the current selections the company will be able to offer for these benefits. Through pricing of the benefits, the Company determined the Benefit Allocation Model election offerings it is able to provide to our customers for the lowest possible cost.</p>

STATEMENT OF VARIABLES

President's signature: If the Company's president should change, the new president's signature will be reflected for new issues of the forms.

GUARANTEED MINIMUM ACCUMULATION BENEFIT RIDERS: Base Forms 2008-GMAB-7, 2008-GMAB-10

Annuitant/Co-Annuitant, Owner(s), Annuitant(s)/Co-Annuitant's Issue Age(s), Rider Issue Date: Specific to each owner's contract.

Step-Up Date: This will read N/A or the step-up date if the step-up option is elected (as described in Rider Section 5.4). This will vary by contract owner. A new Rider Data Page will be sent to the owner with information applicable to the step-up.

Benefit Basis: This amount is specific to each owner's contract as of the rider issue date.

Start Date: The day a benefit period begins will print here. Specific to each contract owner.

Expiration Date: The day a benefit period expires will print here. Specific to each contract owner.

Window Period: Currently the window period to receive additional purchase payments for this benefit rider is 1 year following the Rider Issue Date. This may be decreased in the future for new issues of the contract, but it will never be less than 30 days or more than 1 year. If there is a step-up in the benefit or if a benefit is renewed, the window period will show "N/A".

Maximum Window Purchase Payment: The amount that will show here will be specific to each owner's contract. The maximum is currently 2x the initial purchase payment. If the window period is "N/A", the maximum window purchase payment will show "N/A" also.

Current Annual Rider Charge: Range: [.50% - 1.00%] The current annual rider charge is as follows for these rider forms:

2008-GMAB-7 = 0.65%
2008-GMAB-10 = 0.65%

The current annual rider charge may change for new issues of riders, or if there is a step-up in the benefit basis. The rider charge will then be equal to the amount we are currently charging for new issues of the rider and may differ from the prior rider charge. If we are no longer issuing this rider, then the rider charge will be set by the company. In no event will the current annual rider charge exceed the Maximum Annual Rider Charge shown on the Data Page of 1.75%.

Minimum Charge Period: This is a 7-year span. The dates shown are specific to each contract owner. If there is a step-up in the benefit basis or a benefit period is renewed, the minimum charge period will begin again as of the step-up date or renewal date.

Benefit Allocation Model: The current benefit allocation models are as listed below. We may add benefit allocation models in the future. We may also remove or substitute benefit allocation models or substitute investment options within an available benefit allocation model upon advance notification to the contract owner (as described in Section 2.3 of the Rider Forms). Only the benefit allocation model selected by the contract owner will appear; therefore, the information will be specific to each contract owner.

Benefit Allocation Model for Form 2008-GMAB-7:

100% Conservative Allocation
100% Diversified Income

Conservative I Model

40% Bond
10% High Income
18% Large Cap Value
12% Large Cap Growth
5% Mid Cap Value
3% Mid Cap Growth
3% Small Cap Value
3% Global Securities
6% International Stock

Conservative R Model

5% Franklin Income Securities IV
10% PIMCO VIT Global Unhedged
10% Franklin High Income IV
25% PIMCO VIT Total Return
13% Oppenheimer Main Street/VA Svc
16% Van Kampen LIT Growth & Income
4% Van Kampen LIT Mid Cap Growth
3% Oppenheimer Main St Small
3% Mutual discovery Securities IV
6% Oppenheimer International Growth
2% AIM VI Global Real Estate
3% PIMCO VIT CommodityRealReturn

Conservative C Model

25% Ultra Bond
10% Franklin High Income IV
10% PIMCO VIT Global Bond Unhedged
5% PIMCO VIT Total Return
16% Van Kampen LIT Growth & Income
10% Large Cap Growth
6% Mid Cap Value
2% Mid Cap Growth
2% Oppenheimer Main St Small
7% International Stock
2% Oppenheimer International Growth
2% AIM VI Global Real Estate
3% PIMCO VIT CommodityRealReturn

Benefit Allocation Model for Form 2008-GMAB-10:

100% Conservative Allocation
100% Diversified Income

Conservative Moderate Blend

66% Conservative Allocation
34% Moderate Allocation

Conservative I Model

40% Bond
10% High Income
18% Large Cap Value
12% Large Cap Growth
5% Mid Cap Value
3% Mid Cap Growth
3% Small Cap Value
3% Global Securities
6% International Stock

Conservative R Model

5% Franklin Income Securities IV
10% PIMCO VIT Global Bond Unhedged
10% Franklin High Income IV
25% PIMCO VIT Total Return
13% Oppenheimer Main Street/VA Svc
16% Van Kampen LIT Growth & Income
4% Van Kampen LIT Mid Cap Growth
3% Oppenheimer Main St Small
3% Mutual discovery Securities IV
6% Oppenheimer International Growth
2% AIM VI Global Real Estate
3% PIMCO VIT CommodityRealReturn

Conservative C Model

25% Ultra Bond
10% Franklin High Income IV
10% PIMCO VIT Global Bond Unhedged
5% PIMCO VIT Total Return
16% Van Kampen LIT Growth & Income
10% Large Cap Growth
6% Mid Cap Value
2% Mid Cap Growth
2% Oppenheimer Main St Small
7% International Stock
2% Oppenheimer International Growth
2% AIM VI Global Real Estate
3% PIMCO VIT CommodityRealReturn

Conservative/Moderate I Model

32% Bond
8% High Income
17% Large Cap Value
14% Large Cap Growth
7% Mid Cap Value
5% Mid Cap Growth
4% Small Cap Value
4% Global Securities
9% International Stock

Conservative/Moderate R Model

5% Franklin Income Securities IV
8% PIMCO VIT Global Bond Unhedged
8% Franklin High Income IV
19% PIMCO VIT Total Return
15% Oppenheimer Main Street/VA Svc
15% Van Kampen LIT Growth & Income
6% Van Kampen LIT Mid Cap Growth
5% Oppenheimer Main St Small
4% Mutual discovery Securities IV
9% Oppenheimer International Growth
2% AIM VI Global Real Estate
4% PIMCO VIT CommodityRealReturn

Conservative/Moderate C Model

20% Ultra Bond
8% Franklin High Income IV
8% PIMCO VIT Global Bond Unhedged
4% PIMCO VIT Total Return
16% Van Kampen LIT Growth & Income
12% Large Cap Growth
7% Mid Cap Value
3% Mid Cap Growth
3% Oppenheimer Main St Small
8% International Stock
5% Oppenheimer International Growth
2% AIM VI Global Real Estate
4% PIMCO VIT CommodityRealReturn

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDERS: Base Forms 2008-INGLWB, 2008-INGLWB-MG

Rider Data Page

Annuitant/Co-Annuitant, Owner(s), Annuitant(s)/Co-Annuitant's Issue Age(s), Rider Issue Date: Specific to each owner's contract.

Lifetime Benefit Basis: This amount is specific to each owner's contract as of the rider issue date.

Window Period (Rider form 2008-INGLWB-MG only): Currently the window period to receive additional purchase payments for this benefit rider is 1 year following the Rider Issue Date. This may be decreased in the future for new issues of the contract, but it will never be less than 30 days or more than 1 year.

Maximum Window Purchase Payment (Rider form 2008-INGLWB-MG only): The amount that will show here will be specific to each owner's contract. The maximum is currently 2x the initial purchase payment.

Current Annual Rider Charge: Range: [.50% - 1.75%] The current annual rider charge is as follows for these rider forms:

2008-INGLWB = 0.70%
2008-INGLWB-MG = 0.70%

The current annual rider charge may change for new issues of riders, or if there is a step-up in the Lifetime Benefit Basis. The rider charge will then be equal to the amount we are currently charging for new issues of the rider and may differ from the prior rider charge. If we are no longer issuing this rider, then the rider charge will be set by the company. In no event will the current annual rider charge exceed the Maximum Annual Rider Charge shown on the Data Page of 1.75%.

Minimum Charge Period: This is a 7-year span. The dates shown are specific to each contract owner.

Annual Withdrawal Benefit Percentage:

The withdrawal percentages vary according to the annuitant's age at the time of first withdrawal, or on a step-up if withdrawals have begun prior to a step-up. The age ranges and percentages may change for future issues of the rider, but will not fall below 2% or exceed 10% for any age. One of the tables below will print and will be specific to the contract being issued depending on whether there is a single annuitant or a joint annuitant.

<u>Age at First Withdrawal or Step-Up</u>	
<u>Current Age</u>	<u>Percentage</u>
55-58	4.75%
59-64	5.25%
65-69	5.75%
70-74	6.25%
75-79	6.75%
80+	7.25%

<u>Joint Annuitants</u>	
<u>Age of Youngest Annuitant at First Withdrawal or Step-Up</u>	
<u>Current Age</u>	<u>Percentage</u>
55-58	3.75%
59-64	4.25%
65-69	4.75%
70-74	5.25%
75-79	5.75%
80+	6.25%

If only one annuitant is living at the time of your first withdrawal, the percentages shown above will be increased by [1%].

Benefit Allocation Model: [see below after description of forms 2008-ILGLWB and 2008-ILGLWB-MG, these are the same for all 4 of the Guaranteed Lifetime withdrawal benefit rider forms.]

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDERS: Base Forms 2008-ILGLWB, 2008-ILGLWB-MG

Rider Data Page

Annuitant/Co-Annuitant, Owner(s), Annuitant(s)/Co-Annuitant's Issue Age(s), Rider Issue Date: Specific to each owner's contract.

Lifetime Benefit Basis: This amount is specific to each owner's contract as of the rider issue date.

Window Period (Rider form 2008-ILGLWB-MG only): Currently the window period to receive additional purchase payments for this benefit rider is 1 year following the Rider Issue Date. This may be decreased in the future for new issues of the contract, but it will never be less than 30 days or more than 1 year.

Maximum Window Purchase Payment (Rider form 2008-ILGLWB-MG only): The amount that will show here will be specific to each owner's contract. The maximum is currently 2x the initial purchase payment.

Current Annual Rider Charge: Range: [.50% - 1.75%] The current annual rider charge is as follows for these rider forms:

2008-INGLWB = 0.70%
2008-INGLWB-MG = 0.70%

The current annual rider charge may change for new issues of riders, or if there is a step-up in the Lifetime Benefit Basis. The rider charge will then be equal to the amount we are currently charging for new issues of the rider and may differ from the prior rider charge. If we are no longer issuing this rider, then the rider charge will be set by the company. In no event will the current annual rider charge exceed the Maximum Annual Rider Charge shown on the Data Page of 1.75%.

Minimum Charge Period: This is a 7-year span. The dates shown are specific to each contract owner.

Annual Withdrawal Benefit Percentage:

The withdrawal percentages vary according to the annuitant's age at the time of first withdrawal. The age ranges and percentages may change for future issues of the rider, but will not fall below 2% or exceed 10% for any age. One of the tables below will print and will be specific to the contract being issued depending on whether there is a single annuitant or a joint annuitant.

<u>Age at First Withdrawal</u>		<u>Joint Annuitants</u> <u>Age of Youngest Annuitant at First Withdrawal</u>	
<u>Current Age</u>	<u>Percentage</u>	<u>Current Age</u>	<u>Percentage</u>
55-58	4.50%	55-58	3.50%
59-69	5.00%	59-69	4.00%
70-79	5.50%	70-79	4.50%
80+	6.00%	80+	5.00%
		<p>If only one annuitant is living at the time of your first withdrawal, the percentages shown above will be increased by [1%].</p>	

Benefit Allocation Model: The current benefit allocation models are as listed below: We may add benefit allocation models in the future. We may also remove or substitute benefit allocation models or substitute investment options within an available benefit allocation model upon advance notification to the contract owner (as described in Section 2.3 of the Rider Forms). Only the benefit allocation model selected by the contract owner will appear; therefore, the information will be specific to each contract owner.

Benefit Allocation Models for all 4 Guaranteed Lifetime Withdrawal Benefit Rider forms: 2008-INGLWB, 2008-INGLWB-MG, 2008-ILGLWB, 2008-ILGLWB-MG

100% Conservative Allocation
 100% Moderate Allocation
 100% Diversified Income

Conservative Moderate Blend

66% Conservative Allocation
 34% Moderate Allocation

Conservative I Model

40% Bond
 10% High Income
 18% Large Cap Value
 12% Large Cap Growth
 5% Mid Cap Value
 3% Mid Cap Growth
 3% Small Cap Value
 3% Global Securities
 6% International Stock

Conservative R Model

5% Franklin Income Securities IV
 10% PIMCO VIT Global Bond Unhedged
 10% Franklin High Income IV
 25% PIMCO VIT Total Return
 13% Oppenheimer Main Street/VA Svc
 16% Van Kampen LIT Growth & Income
 4% Van Kampen LIT Mid Cap Growth
 3% Oppenheimer Main St Small
 3% Mutual discovery Securities IV
 6% Oppenheimer International Growth
 2% AIM VI Global Real Estate
 3% PIMCO VIT CommodityRealReturn

Conservative C Model

25% Ultra Bond
 10% Franklin High Income IV
 10% PIMCO VIT Global Bond Unhedged
 5% PIMCO VIT Total Return
 16% Van Kampen LIT Growth & Income
 10% Large Cap Growth
 6% Mid Cap Value
 2% Mid Cap Growth
 2% Oppenheimer Main St Small
 7% International Stock
 2% Oppenheimer International Growth
 2% AIM VI Global Real Estate
 3% PIMCO VIT CommodityRealReturn

Conservative/Moderate I Model

32% Bond
 8% High Income
 17% Large Cap Value
 14% Large Cap Growth
 7% Mid Cap Value
 5% Mid Cap Growth
 4% Small Cap Value
 4% Global Securities
 9% International Stock

Conservative/Moderate R Model

5% Franklin Income Securities IV
 8% PIMCO VIT Global Bond Unhedged
 8% Franklin High Income IV
 19% PIMCO VIT Total Return
 15% Oppenheimer Main Street/VA Svc
 15% Van Kampen LIT Growth & Income
 6% Van Kampen LIT Mid Cap Growth
 5% Oppenheimer Main St Small
 4% Mutual discovery Securities IV
 9% Oppenheimer International Growth
 2% AIM VI Global Real Estate
 4% PIMCO VIT CommodityRealReturn

Conservative/Moderate C Model

20% Ultra Bond
 8% Franklin High Income IV
 8% PIMCO VIT Global Bond Unhedged
 4% PIMCO VIT Total Return
 16% Van Kampen LIT Growth & Income
 12% Large Cap Growth
 7% Mid Cap Value
 3% Mid Cap Growth
 3% Oppenheimer Main St Small
 8% International Stock
 5% Oppenheimer International Growth
 2% AIM VI Global Real Estate
 4% PIMCO VIT CommodityRealReturn

Moderate I Model

24% Bond
 6% High Income
 16% Large Cap Value
 16% Large Cap Growth
 8% Mid Cap Value
 7% Mid Cap Growth
 5% Small Cap Value
 7% Global Securities
 11% International Stock

Moderate R Model

5% Franklin Income Securities IV
 6% PIMCO VIT Global Unhedged
 6% Franklin High Income IV
 13% PIMCO VIT Total Return
 17% Oppenheimer Main Street/VA Svc
 14% Van Kampen LIT Growth & Income
 8% Van Kampen LIT Mid Cap Growth
 6% Oppenheimer Main St Small
 7% Mutual discovery Securities IV
 11% Oppenheimer International Growth
 3% AIM VI Global Real Estate
 4% PIMCO VIT CommodityRealReturn

Moderate C Model

15% Ultra Bond
 6% Franklin High Income IV
 6% PIMCO VIT Global Bond Unhedged
 3% PIMCO VIT Total Return
 16% Van Kampen LIT Growth & Income
 14% Large Cap Growth
 7% Mid Cap Value
 4% Mid Cap Growth
 4% Oppenheimer Main St Small
 10% International Stock
 8% Oppenheimer International Growth
 3% AIM VI Global Real Estate
 4% PIMCO VIT CommodityRealReturn