

SERFF Tracking Number: AEGN-125971817 State: Arkansas
Filing Company: Transamerica Life Insurance Company State Tracking Number: 41218
Company Tracking Number: GAIC-CNT-07
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: GAIC-CNT-07
Project Name/Number: /

Filing at a Glance

Company: Transamerica Life Insurance Company

Product Name: GAIC-CNT-07

SERFF Tr Num: AEGN-125971817 State: ArkansasLH

TOI: A02G Group Annuities - Deferred Non-variable

SERFF Status: Closed

State Tr Num: 41218

Sub-TOI: A02G.002 Flexible Premium

Co Tr Num: GAIC-CNT-07

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Author: Debbie Brunson

Disposition Date: 01/20/2009

Date Submitted: 12/31/2008

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Filed simultaneously in all U.S. Jurisdictions except New York.

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer

Filing Status Changed: 01/20/2009

State Status Changed: 01/20/2009

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Re: Transamerica Life Insurance Company (NAIC # 86231-468) (FEIN# 39-0989781)

Forms: GAIC-CNT-07 Allocated Group Fixed Annuity with Contract Schedule

GAIC-END-403(b)-TAX-07 Endorsement for 403(b) Plans

GAIC-APP-07 Application for Contract

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GAIC-AMEND-07 Amendment
GAIC-CERT-07 Certificate

We submit the above forms for your review and approval to be used on a general-use basis. All forms are new and will not replace any previously approved form(s). These forms are being filed simultaneously in all U.S. jurisdictions except New York, and the status of the domicile filing in Iowa is pending. These forms will become effective upon state department of insurance approval.

These forms will be used in the marketing of retirement plan investment options, to sponsors of retirement plans. These forms contain no unusual or controversial provisions, and do not vary for industry standards.

Contract form GAIC-CNT-07, which is the Allocated Group Fixed Annuity with Contract Schedule, facilitates investment in the company's general account. A participant account is established for each person participating in the contract. The contract will be issued to sponsors of retirement plans intended to qualify under Section 401(a), 403(b), and 457 of the Internal Revenue Code. Contractholders may include employers, trustees or a custodian. The contract may be issued as a stand-a-lone contract or in combination with a custodial account. Deposits under the Contract will accumulate for the benefit of plan participants and be used to purchase fixed annuities. The contract does not provide for the purchase of variable annuities. Annuities purchased under the contract to pay benefits for a participant under the employer's retirement plan will be payable only in fixed-dollar amounts under any annuity form agreeable to us and subject to any applicable Federal or state law or regulation.

Endorsement form GAIC-END-403(b)-TAX-07 will only attach to plans intended to qualify as a 403(b) plan.

Application form GAIC-APP-07, on the last page, includes a variable for fraud language for future state requirements. Section IV will only appear in the states that require an agent's signature on the application.

Amendment form GAIC-AMEND-07 will be used to amend the contract as requested by the Contractholder and change variable information in the Contract. Examples of the variable amendatory statements are included in the amendment.

Certificate form GAIC-CERT-07 will only be issued in those markets where the applicable plan only allows contributions from employee/participants and does not allow employer contributions.

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There are no required premiums or contributions. Contributions allocated to the annuity are variable and determined by the contribution arrangements between the plan sponsor and participants. Amounts allocated to the contract will purchase units of the applicable unit class of the established deposit account. Such amounts will remain in such account until the end of the deposit account period. At the end of each deposit account period, monies will be transferred from the deposit account, less any applicable fees and expenses, to a renewal account. Upon transfer, the number of units will change to reflect the asset value transferred, based on the unit value of the applicable unit class of the renewal account. Withdrawals and transfers will be taken from the renewal accounts beginning with assets in the renewal account that have the earliest renewal account period, then from the renewal accounts with the next earliest renewal account period, (if any). If there are insufficient assets allocated to any renewal account to complete the withdrawals and transfers, such withdrawals and transfers will be taken from the deposit accounts beginning with assets in the deposit account that has the earliest deposit account period, and then from the deposit account with the next earliest deposit account period (if any), until the withdrawal/transfer is processed.

At our option, we may apply a contract charge to each participant, which would not exceed \$50 per year. For certain contracts, an administrative charge may apply to a unit class of the contract.

To the best of our knowledge, the Standard Nonforfeiture Law for Annuities does not apply to group deferred annuities issued to contractholders in tax-qualified plans under IRC-Section 401(a), 457, and to 403(b) plans where the plan document allows for employer contributions. However, it is acknowledged that when a group annuity contract, subject to Section 403(b) does not allow for employer contributions and is considered a voluntary only contract, then with respect to the minimum guaranteed interest rate provision of the Standard Nonforfeiture Law a guaranteed minimum interest rate should apply. Therefore, with respect to the minimum guaranteed interest rate, the following provisions will apply:

1. For a contract that is issued in the 403(b) market where the employer's plan document allows for employer contributions, a fixed interest rate is declared for each deposit account period and separately for each renewal account period. The rate for each deposit account period or renewal account period is declared before the beginning of each deposit window or renewal account period and is guaranteed to never be less than zero, and remains in effect until the end of the deposit account period or renewal amount period.

2. For a contract that is issued in the 403(b) market where the employer's plan document does not allow for employer

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contributions, a fixed interest rate is declared for each deposit account period and separately for each renewal account period. The rate for each deposit account period or renewal account period is declared before the beginning of each deposit window or renewal account period and will remain in effect until the end of the deposit account period or renewal account period. Such fixed interest rate is guaranteed to never be less than 3% or the average five-year constant maturity treasury rate reported by the Federal Reserve for the month of November of the calendar year immediately preceding the calendar year in which the deposit account or renewal account is established, rounded to the nearest 0.05%, and reduced by 1.25%, where the resulting fixed interest rate is guaranteed to never be less than 1%. The minimum rate guarantee provision, described in this paragraph 2, is based on the Standard Nonforfeiture Law for Individual Deferred Annuities for the State of New York, which is more favorable than the Standard Non-forfeiture Law model regulation adopted by the NAIC. In this market, form GAIC-CERT-07 will be distributed to plan participants.

Variable text within each form is identified with [brackets]. The Contract Schedule is variable as it relates to the company's product mix and available product options. After a contract is issued, any change to the variable information in the Contract Schedule would be effectuated by issuing a revised Contract Schedule with a new effective date.

We have included the following items in support of this filing:

1. Retaliatory filing fees do not apply. The Filing Fees total \$50.00, and have been remitted via EFT.
2. Actuarial Memorandum
3. Statement of Variability
4. Any required certifications

Company and Contact

Filing Contact Information

Debbie Brunson, Contract Analyst
1150 S. Olive St., T-09-09
Los Angeles, CA 90015

debbie.brunson@transamerica.com
(800) 319-7626 [Phone]
(213) 763-9779[FAX]

Filing Company Information

Transamerica Life Insurance Company
1150 S. Olive Street, T-09-09
Los Angeles, CA 90015

CoCode: 86231
Group Code: 468
Group Name: TLIC

State of Domicile: Iowa
Company Type: Life
State ID Number:

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(800) 319-7626 ext. 3768[Phone]

FEIN Number: 39-0989781

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: Policy/Contract Review \$50.00 per submission.
1 submission at \$50.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Transamerica Life Insurance Company	\$50.00	12/31/2008	24794353

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	01/20/2009	01/20/2009

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending	Linda Bird	01/08/2009	01/08/2009	Debbie Brunson	01/15/2009	01/15/2009
Industry Response						

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Disposition

Disposition Date: 01/20/2009

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Form	Group Annuity Contract		Yes
Form	Endorsement for 403(b) Plans		Yes
Form (revised)	Application for Contract		Yes
Form	Application for Contract	Replaced	Yes
Form	Amendment to Contract		Yes
Form	Certificate of Coverage		Yes

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Objection Letter

Objection Letter Status Pending Industry Response

Objection Letter Date 01/08/2009

Submitted Date 01/08/2009

Respond By Date

Dear Debbie Brunson,

This will acknowledge receipt of the captioned filing.

Objection 1

- Application for Contract (Form)

Comment: Ark . Code Ann. 23-66-503(a) requires a statement in an application substantially the same as that included in the statute.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

Response Letter

Response Letter Status Submitted to State

Response Letter Date 01/15/2009

Submitted Date 01/15/2009

Dear Linda Bird,

Comments:

Response 1

Comments: The application has been changed as requested.

Related Objection 1

Applies To:

- Application for Contract (Form)

Comment:

Ark . Code Ann. 23-66-503(a) requires a statement in an application substantially the same as that included in the statute.

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Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Application for Contract	GAIC-APP-07		Application/Enrollment Form	Initial		0	GAIC-APP-07.pdf
Previous Version							
Application for Contract	GAIC-APP-07		Application/Enrollment Form	Initial		0	GAIC-APP-07.pdf

No Rate/Rule Schedule items changed.

Sincerely,
 Debbie Brunson

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Form Schedule

Lead Form Number: GAIC-CNT-07

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	GAIC-CNT-07	Policy/Cont ract/Fratern al Certificate	Group Annuity Contract	Initial		54	GAIC-CNT-TLIC-07.pdf
	GAIC-END-403(b)-TAX-07	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	403(b) Plans	Initial		0	GAIC-END-TAX-403_b_-07.pdf
	GAIC-APP-07	Application/ Enrollment Form	Application for Contract	Initial		0	GAIC-APP-07.pdf
	GAIC-AMEND-07	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Amendment to Contract	Initial		0	GAIC-AMEND-07.pdf
	GAIC-CERT-07	Certificate	Certificate of Coverage	Initial		51	GAIC-CERT-07.pdf



Transamerica Life Insurance Company

(A Stock Company)

Home Office: 4333 Edgewood Road NE

Cedar Rapids, IA 52499

Administrative Office: 1150 South Olive Street

Los Angeles, CA 90015

Contractholder: _____

Contract Number: _____ Effective Date: _____

In consideration of the application and payment of Deposits, **Transamerica Life Insurance Company (TLIC)** issues this Group Annuity Contract (Contract) to the Contractholder. The Contractholder is named on the Contract Schedule and is the employer, Plan trustee or other authorized entity that makes application for the Contract. In this Contract, "we", "us", "our", and "Company" refer to TLIC.

TLIC agrees with the Contractholder to provide benefits as directed by the Contractholder on behalf of Plan participants ("Participants") for the Plan named in the Contract Schedule, subject to the provisions set forth in this Contract. Benefits under this Contract include the purchase of fixed annuities for the benefit of Participants.

The Contract is delivered in the Jurisdiction named in the Contract Schedule and is governed by the laws of that Jurisdiction.

This Contract is signed for the Company at its Administrative Office in Los Angeles, California as of the Effective Date.

Brenda Clancy, President

Craig D. Vermie, Secretary

**ALLOCATED GROUP ANNUITY CONTRACT
General Account Investment
Fixed Dollar Annuity Purchase Option
No Dividends**

TABLE OF PROVISIONS

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CONTRACT SCHEDULE

SECTION 1 - DEFINITION OF TERMS

SECTION 2 – CREDITING INTEREST AND DETERMINING THE VALUE OF THE GENERAL ACCOUNT
INVESTMENT CHOICE (GAIC)

SECTION 3 - DEPOSITS, TRANSFERS, WITHDRAWALS, AND PAYMENT OF PLAN BENEFITS

SECTION 4- DISCONTINUANCE AND TERMINATION

SECTION 5 – GENERAL PROVISIONS

Contract Schedule

Contract Number:
Effective Date of Schedule: June 7, 2008

Allocated Group Annuity Contract with Fixed Dollar Annuity Purchase Option.
General Account Investment. Non-participating/No Dividends.

This schedule becomes effective on the effective date shown above and supersedes any schedule of the same name previously issued and attached to the Contract.

Plan Name: <ABC Retirement Plan>
Contractholder: <Trustee for ABC Retirement Plan>
Effective Date: <June 7, 2002>
First Anniversary: <January 1, 2003>
Jurisdiction: <Any State>

General Account Investment Choice (GAIC):
Fixed Interest Rate for the First GAIC Window: <GAIC rate>
Guaranteed Minimum Interest Rate for all Windows: [0%] [1%]

[GAIC Unit Class: [Alpha] Administrative Charge: [0-3.00%] Per Participant Annual Contract Charge [0-\$50]]

[Based on amounts held in this Contract and any amounts held in the Companion Custodial Account as defined in this Contract, in consideration of a credit for charges of a prior provider, for the first [1-10] Deposit Year(s) a service fee ("Plan Service Fee") of [0-3.00 %] is applied.]

[Based on amounts held in this Contract and any amounts held in the Companion Custodial Account as defined in this Contract, a Plan Service Credit of [0-3.00%] is applied for [all or a fixed #]Deposit Years.

Discontinuance. Subject to the terms of the Contract, upon Total Discontinuance or Partial Discontinuance, the value calculated for withdrawals for Total Discontinuance and Partial Discontinuance from the GAIC are paid on the [90th] [270th] [365th] day after the Date of Discontinuance, or sooner with a processing fee of 0.0055% for each day the payment or transfer is made earlier than such [90th] [270th] [365th] day.

[In consideration of credit given for charges imposed by a prior provider, if this Contract is totally discontinued during the first [1-10] Deposit Year(s), a Discontinuance Fee will apply, as shown below.

Discontinuance Service Fee

(Percentage of amount paid for discontinuance)

<i>[0.00-8.00%]</i>	<i>[For payment dates occurring in the first Deposit Year</i>
<i>[0.00-7.00%]</i>	<i>For payment dates occurring in the second Deposit Year</i>
<i>[0.00-6.00%]</i>	<i>For payment dates occurring in the third Deposit Year</i>
<i>[0.00-5.00%]</i>	<i>For payment dates occurring in the fourth Deposit Year</i>
<i>[0.00-4.00%]</i>	<i>For payment dates occurring in the fifth Deposit Year</i>
<i>[0.00-3.00%]</i>	<i>For payment dates occurring in the sixth Deposit Year</i>
<i>[0.00-2.50%]</i>	<i>For payment dates occurring in the seventh Deposit Year</i>
<i>[0.00-2.25%]</i>	<i>For payment dates occurring in the eighth Deposit Year</i>
<i>[0.00-2.00%]</i>	<i>For payment dates occurring in the ninth Deposit Year</i>
<i>[0.00-1.75%]</i>	<i>For payment dates occurring in the tenth Deposit Year</i>
<i>[0.00%]</i>	<i>For payment dates thereafter]]</i>

The first Deposit Year is the 12-month period starting on the first day a Deposit is allocated by us under this Contract, and each succeeding Deposit Year is the 12-month period following in sequence.

SECTION 1 - DEFINITION OF TERMS

[Administrative Charge. *As shown in the Contract Schedule, an Administrative Charge may apply to a GAIC Unit Class. This Administrative Charge will be assessed daily and belongs to us. We reserve the right to change the Administrative Charge upon prior written notice to the Contractholder of at least [10-30 days].]*

Amendment. A document issued by us which adds or modifies Contract provisions, or amends the Contract as mutually agreed to by the Contractholder and the Company. No change to the Contract is binding unless such change is in writing and authorized by at least two officers of the Company, acting together.

Beneficiary. The person(s) designated under the Plan to receive benefits in accordance with the terms of the Plan if the Participant dies. With respect to the designation of Beneficiary, the laws of the state in which this Contract is issued may control.

Business Day. Each day:

1. We are open to transact business; and
2. The New York Stock Exchange is open for normal trading; or
3. The Securities and Exchange Commission has not determined that a state of emergency exists that may make transactions impracticable.

[Contract Charge. *As shown in the Contract Schedule, an annual Contract Charge may apply to a Participant's Accumulation Account.]*

Cash Equivalent Investment. An investment that invests in short term fixed income investments, or that declares an interest rate where the objective is to maximize current income consistent with liquidity and preservation of principal. This Contract is considered a Cash Equivalent Investment. If a different Cash Equivalent Investment offered as a part of the Companion Custodial Account Mutual Fund Platform as defined below, is chosen to be included in the Plan by the Contractholder, then Deposits and transfers to this Contract must cease. At any given time, only one Cash Equivalent Investment can be receiving monies, whether it is this Contract or a Cash Equivalent Investment under the Companion Custodial Account Mutual Fund Platform.

Certificate. The Certificate is a document issued by us to certain Participants of non-ERISA plans, which describes this Contract's provisions and each Participant's rights and duties.

Code. The Internal Revenue Code of 1986, as amended, including regulations issued there under.

Companion Custodial Account Mutual Fund Platform. Transamerica, through its affiliate, Diversified Investors Securities Corp., also offers a Companion Custodial Account Mutual Fund Platform ("Companion Custodial Account") to retirement plan sponsors. Such Companion Custodial Account consists of Mutual Fund investment options. This Contract, if issued in conjunction with the Companion Custodial Account will provide the Cash Equivalent Investment option for the retirement Plan.

Contract Value. The sum of the value of this Contract's GAIC Unit Classes held under this Contract, less any fees, charges, and expenses.

Contract Schedule. A document issued by us and attached to the Contract. The Contract Schedule describes the parties to the Contract and the characteristics of the Contract, including the fees and charges under the Contract.

Deposit. Monies given to us by the Contractholder, in US dollars, designated for this Contract. The Contractholder may make a Deposit in any amount, on any Business Day. Deposits allocated to the GAIC as directed by the Contractholder, are used to purchase units of the applicable Unit Class of the GAIC.

Discontinuance. As described in Section 5 – Discontinuance and Termination, discontinuance is either a Total Discontinuance or a Partial Discontinuance.

Discontinuance Payment. Any payment made as a result of any type of Discontinuance. A Discontinuance Payment will reduce the number of units in any Unit Class of the GAIC affected by such Discontinuance Payment.

Effective Date. The Effective Date of this Contract will be the date we issue the Contract or the date the Plan becomes effective, if later. The Effective Date of the Contract is shown on the Contract Schedule.

ERISA. The Employee Retirement Income Security Act of 1974, and as amended thereafter.

Endorsement. A document issued by us which sets forth additional provisions of the Contract. The attachment of an Endorsement to the Contract adds the provisions of the Endorsement to the Contract. Subject to regulatory approval, we reserve the right to change or modify the provisions of any Endorsement, by replacing such Endorsement with a changed or modified Endorsement, or by Amendment.

General Account Investment Choice. The investment made available under this Contract. The availability of this investment at any given time is not guaranteed. We will give *[30-180 days]* notice if the General Account Investment Choice becomes unavailable. In this Contract the General Account Investment Choice will be referred to as the GAIC. The GAIC is pooled for investment purposes in the Company's general account.

GAIC Deposit Window. For the purpose of crediting interest, we reserve the right to establish up to twelve GAIC Deposit Windows in a calendar year. Each GAIC Deposit Window remains in effect up to, but not including, the first day of the next GAIC Deposit Window.

GAIC Deposit Account. At the beginning of each GAIC Deposit Window a GAIC Deposit Account is established to receive Deposits. This GAIC Deposit Account can only receive Deposits while the applicable GAIC Deposit Window is open for new investments.

GAIC Deposit Account Period. The GAIC Deposit Account Period begins on the day the GAIC Deposit Account is established and ends no earlier than twelve months after the close of the GAIC Deposit Window. At the end of each GAIC Deposit Account Period all GAIC Deposit Account assets less applicable fees and expenses are transferred to a GAIC Renewal Account as described below.

GAIC Renewal Accounts. Accounts established under the GAIC to receive GAIC Deposit Account assets at the end of each GAIC Deposit Account Period.

GAIC Renewal Account Period. For the purpose of establishing a Fixed Interest Rate as described below, each GAIC Renewal Account Period is at least 12 months.

GAIC Unit Class: For accounting purposes, the GAIC is comprised of one or more Unit Classes established by us.

Mutual Fund. A mutual fund is an open-end management investment company.

Notice. The notice received by us from the Contractholder, or from any party designated by the Contractholder to provide such notice, providing Deposit allocation instructions or requesting a withdrawal or transfer, or for such other purposes as provided in this Contract. Such notice must be received in writing. Except as otherwise provided in this Contract, we will not be bound by any authorization, direction, election, notice, or request, which is not in writing and received at our Administrative Office. Notice by us will be in writing and addressed to the address on record of the applicable parties. For purposes of the Contract, notice in writing shall include notice by electronic means as mutually agreed to by applicable parties.

Participant. Any employee of the employer-sponsored retirement Plan for whom benefits are to be provided under the Contract in accordance with the Plan.

Participant Accumulation Account. An account maintained by us or a delegated recordkeeper under this Contract for each Participant, which holds GAIC monies only on such Participant's behalf.

Plan. The employer-sponsored retirement plan, annuity purchase arrangement, or deferred compensation program for which the Contract is issued. The Plan is named on the Contract Schedule.

Plan Provisions. The Contract is subject to the provisions of the Plan. The Contractholder directs us to exercise rights under the contract on behalf of Participants.

Unit Class. The GAIC may be comprised of Unit Classes established by us. The applicable Unit Class assigned to the GAIC is shown in the Contract Schedule.

SECTION 2 – CREDITING INTEREST AND DETERMINING THE VALUE OF THE GENERAL ACCOUNT INVESTMENT CHOICE (GAIC)

Crediting of Interest to the GAIC. Each GAIC Deposit Account will earn interest, based on its daily balance, at a nominal daily rate of interest which is the daily equivalent of the effective annual rate of interest in effect on the date the Deposit is received. Each GAIC Renewal Account will also earn interest, based on its daily balance, at a nominal rate of interest which is the daily equivalent of its effective annual rate of interest in effect at the beginning of the GAIC Renewal Account Period. The effective annual rate of interest will be referred to as a Fixed Interest Rate ("FIR"). All interest earned will be credited on a daily basis.

Fixed Interest Rate. A FIR will be declared for each GAIC Deposit Account Period and separately for each GAIC Renewal Account Period. The FIR for each GAIC Deposit Account Period will be declared before the beginning of each GAIC Deposit Window and is guaranteed to never be less than the Guaranteed Minimum Interest Rate shown in the Contract Schedule and to remain in effect until the end of the GAIC Deposit Account Period. The FIR for the first GAIC Deposit Account Period is shown on the Contract Schedule.

The FIR for each GAIC Renewal Account Period will be declared in advance of the beginning of each GAIC Renewal Account Period and is guaranteed to remain in effect until the end of each GAIC Renewal Account Period. We will not use our Amendment to Contract provision to make changes to a FIR for an existing GAIC Deposit Account Period or GAIC Renewal Account Period.

Unit Value of a GAIC Deposit Account. The initial unit value of the GAIC Unit Class is \$10. Thereafter, the unit value of the GAIC Unit Class is determined using the preceding daily value of the GAIC Unit Class and the applicable interest rate established, minus any applicable charges.

Unit Value of a GAIC Renewal Account. The initial unit value of the GAIC Unit Class is \$10. Thereafter, the unit value of the GAIC Unit Class is determined using the preceding daily value of the GAIC Unit Class and the applicable interest rate established, minus any applicable charges.

Determination of Units in the GAIC. We will determine the number of units by dividing the applicable dollar amount by the unit value of the applicable GAIC Unit Class. Units will also be used to account for amounts deposited, withdrawn from or transferred to the GAIC. We will determine the number of units by dividing the amount of the transaction by the unit value as of the close of the Business Day the transaction is processed.

SECTION 3 – DEPOSITS, TRANSFERS, WITHDRAWALS, AND PAYMENT OF PLAN BENEFITS

Deposits to the GAIC. The Contractholder, on behalf of Participants of the Plan, may designate all or part of Deposits to the GAIC on any Business Day. Deposits allocated to the GAIC will purchase units of the applicable GAIC Unit Class of the GAIC Deposit Account. Deposits allocated to the applicable GAIC Deposit Account will remain in such account until the end of the GAIC Deposit Account Period. At the end of each GAIC Deposit Account Period, we will transfer all assets from the GAIC Deposit Account, less any applicable fees and expenses, to a GAIC Renewal Account. Upon transfer, the number of units will change to reflect the asset value transferred, based on the unit value of the applicable

GAIC Unit Class of the GAIC Renewal Account.

Transfers to the GAIC. The Contractholder or Participant, as applicable, may elect to transfer all or part of monies in the Companion Custodial Account to the GAIC. Monies associated with such transfer to the GAIC will be credited to the applicable GAIC Deposit Account for which a GAIC Deposit Window is open for new investments at the time of such transfer.

Participant Transfers from the GAIC: Participant-directed transfers from the GAIC may be made to any investment in the Companion Custodial Account, however, a period of [90-270 days] must pass after a Participant transfers assets OUT of the GAIC before any Participant transfers are allowed back IN to the GAIC for such Participant. Monies associated with such transfer BACK IN to the GAIC will be credited to the applicable GAIC Deposit Account for the GAIC Deposit Window open at the time of such transfer. We reserve the right to waive this provision, when warranted by market conditions, or where it is not administratively practicable.

If the Contractholder chooses the Cash Equivalent Investment offered as a part of the Companion Custodial Account to be included in the Plan, instead of this Contract, then Deposits and transfers to this Contract must cease. In certain circumstances, a Contractholder or Plan sponsor is prohibited from directing us to transfer Plan monies on behalf of Participants. If the Contractholder is prohibited from directing transfers, then assets can only be transferred out of the GAIC by Participant direction. Before assets can be transferred from the GAIC to the Cash Equivalent Investment offered as part of the Companion Custodial Account, the Participant must first direct us to transfer such assets to any other investment offered as part of the Companion Account. After a period of [90-270] days, then the Participant may direct us to transfer assets to the Cash Equivalent Investment offered as part of the Companion Custodial Account. We reserve the right to waive this provision, when warranted by market conditions, or where it is not administratively practicable.

Contractholder Transfers from the GAIC. If the Contractholder or Plan sponsor is not prohibited from directing us to transfer Plan monies on behalf of Participants and directs us to transfer some or all monies in the GAIC to an investment other than an investment in our Companion Custodial Account, then such a transfer is subject to the Discontinuance provisions of the Contract.

Limitation on Deposits and Transfers to the GAIC: We reserve the right to permanently or temporarily disallow allocation of new Deposits and transfers to the GAIC upon [30-180] days notice to the Contractholder.

Limitation on Participant Transfers from the GAIC. If a transfer is directed by a Participant from the GAIC to any outside investment other than to the Companion Custodial Account, we reserve the right to delay such transfers into the outside investment for that Participant for a period of [30-270 days] from the date the transfer was requested.

Benefit Withdrawals from the GAIC. Upon prior Notice, the Contractholder or Participant, as applicable, may direct us to withdraw monies from the GAIC to pay Plan benefits as provided under the Plan. Such a withdrawal request by the Contractholder is not considered a Partial Discontinuance. Withdrawals are paid as directed by the Contractholder or Participant, as applicable, in a single sum or other mutually agreeable option within [10-30 days] of receipt of Notice. Except as otherwise provided, withdrawals, are not subject to charges, penalties, or hold periods, unless such withdrawal is Discontinuance as defined in this Contract. All withdrawals will reduce the number of units of the GAIC.

Withdrawal and Transfer Methodology. Withdrawals and transfers will be taken from the GAIC Renewal Accounts beginning with assets in the GAIC Renewal Account that have the earliest GAIC Renewal Account Period, then from the GAIC Renewal Accounts with the next earliest GAIC Renewal Account Period, (if any). If there are insufficient assets allocated to any GAIC Renewal Account to complete the withdrawals and transfers, such withdrawals and transfers will be taken from the GAIC Deposit Accounts beginning with assets in the GAIC Deposit Account that has the earliest GAIC Deposit Account Period, and then from the GAIC Deposit Account with the next earliest GAIC Deposit Account Period (if any), until the withdrawal/transfer is processed.

Requirements for Benefit Withdrawals. Any request for a withdrawal made by the Contractholder on behalf of a Participant, must state the amount, purpose, and the expected date of the withdrawal. The Contractholder agrees to keep accurate records of Participants' requests for withdrawals. We reserve the right, upon [10-15 days] notice to the Contractholder, to audit such records. We reserve the right to require a certification made by the Contractholder that the

requested withdrawal complies with the terms of the Plan and is in accordance with the requirements of the Code, and any applicable state law.

Withdrawals for Plan Expenses and Services. When applicable and allowed by the Plan, the Contractholder may authorize other withdrawals for the payment of any Plan expenses or services, commissions, or other type of compensation or reimbursement.

Delay of Employer Directed Withdrawals and Transfers. We may be required by law, regulation, or government entity to suspend or postpone payment. Additionally, we may be required to block a request for a withdrawal until we receive instructions from the appropriate regulator.

Method of Payments. At the direction of the Contractholder or Participant as applicable, and in accordance with the Plan, the method of payment of Plan benefits may be provided for a Participant as described below, or under any other method allowed by the Plan and agreed to by us.

- (a) **Lump Sum Payment Option.** Payment made to a Participant will be paid in a lump sum. Such lump sum may be paid directly to the Participant or as a direct rollover, as elected by the Participant, to another employer plan or IRA, in accordance with the applicable provisions of the Code.
- (b) **Guaranteed Annuity Purchase Option.** Under the Guaranteed Annuity Purchase Option, the full amount needed to purchase a fixed dollar immediate monthly annuity issued by the Company for the Participant will be withdrawn from the Contract. The Contractholder, or any person authorized by the Contractholder, or Participant as applicable, will specify a date for starting payments (Annuity Starting Date). We will issue a purchased annuity certificate that describes the annuity and the terms for which the annuity is paid.

Upon request, we will provide a quote for the purchase cost of any annuity form which must be offered to the Participant in accordance with the Plan or in which the Participant is interested.

The single premium rate per \$1 of a monthly annuity is determined by the form of the annuity, the Annuity Starting Date and the Participant's age and sex. In determining the purchase cost of an immediate annuity, we will use the rates set forth in (1), but no rates that are less than those set forth in (2), below.

- (1) Annuity factors based on the Male 1983 Group Annuity Mortality Table, projected to the calendar year of purchase by Scale H, with a one-year setback for both Participants and beneficiaries, and an interest assumption of 3%.
- (2) The applicable single premium annuity factors then in use by the Company for annuity purchase under pension contracts of this Contract type, which are defined as factors used for reserving as required by the Standard Valuation Law, using a mortality of 50% male and 50% female.

The purchase cost of an annuity is determined on the Annuity Starting Date or, if later, on the first day of the month in which we receive any required funds and all of the information necessary to buy the annuity. This includes the age and sex, as applicable, for any joint annuitant. If the Annuity Starting Date is a month or more before we receive the information we need to purchase the annuity, the purchase cost will include an additional amount equal to the sum of the monthly annuity payments already due and payable to the Participant. The additional amount will be paid to the Participant when the first annuity payment is made.

On or after the Annuity Starting Date, a Participant for whom a purchased annuity certificate is issued, may designate or change a Beneficiary by giving us written notice. If required by law, we will not recognize a married Participant's Beneficiary designation naming anyone other than the Participant's spouse, unless such request is approved by the Participant's spouse and witnessed by a Plan representative or notarized. Any designation or change will take effect when received by us at Our Administrative Office. When the request to designate or change the Beneficiary is received by us, whether the Participant is living or not, the designation or change will take effect as of the date the request is signed, except for any payment made by us before we received such request. If the Participant has not designated a Beneficiary, or if the designated Beneficiary does not survive the

Participant, payment is made according to the class of successive preference beneficiaries provided to us by the Plan at the time the annuity was purchased. If the Plan does or did not provide for such beneficiaries, or if the Contractholder does not provide us with a copy of the Plan when requested, then payment is made to the person(s) in the first of the following classes of successive preference beneficiaries in which a member survives the Participant, unless state law dictates otherwise: (a) spouse; (b) children, including legally adopted children; (c) parents; (d) brothers and sisters; (e) estate. In determining the Beneficiary under this provision, we may rely upon an affidavit by a member of any of the classes of preference beneficiaries.

Forms of Payments. The Forms of Payments described below are available. Once payments start under a Form of Payment no change to a different Form of Payment is allowed.

- (a) **Life Annuity.** Payments start on the Annuity Starting Date, if the Participant is living. Payments end with the one due just before death. There is no death benefit under this form of payment.
- (b) **Life and Contingent Annuity.** Payments start on the Annuity Starting Date, if the Participant is living. Payments will continue for as long as the Participant lives. After the Participant dies, payments will be made to the contingent annuitant, if living, for as long as he or she lives and will end with the payment due just before the death of the contingent annuitant. The payments to the contingent annuitant can be made in the same amount as the original payments, or in an amount equal to one-half or two-thirds thereof. The written request for this form of annuity must: (a) name the contingent annuitant and (b) state the continuing percentage of payment for him or her. We will need proof of age for the contingent annuitant before payments start. Once annuity payments start under this annuity form, the individual named as contingent annuitant may not be changed. Should the Participant or the contingent annuitant die before the Annuity Starting Date, the rights of all persons will be the same as if this form had not been chosen.
- (c) **Life Annuity with Period Certain.** Payments start on the Annuity Starting Date, if the Participant is living. Payments will be made for the longer of: (a) the Participant's life; or (b) the period certain. The Period certain may be 5, 10 or 15 years. If the Participant dies during the period certain, the remaining payments will be made to the Beneficiary named by the Participant. The written request for this form of annuity must state the period certain and the name of the Beneficiary.
- (d) **Joint and Survivor Annuity.** Payments will be made to the Participant, starting on the Annuity Starting Date, if and for as long as both the Participant and the joint annuitant are living. After either the Participant or the joint annuitant dies, payments will continue to the survivor. Payment will be made to the survivor for his or her life. Payments end with the payment due just before the death of the survivor. The continued payments can be in the same amount as the original payment or in an amount equal to one-half or two-thirds thereof, as elected by the Participant. The written request for this form of annuity must name the Participant's joint annuitant and state the amount of payment for the survivor. We will need proof of age for the joint annuitant before payments start. Once annuity payments start under this annuity form, the individual named as the joint annuitant may not be changed.
- (e) **Other Forms of Payment.** Benefits may be provided under other forms not described, subject to our agreement, the Plan provisions, and any applicable Federal law, rule or regulation.

SECTION 4 - DISCONTINUANCE AND TERMINATION

Definition of Terms. In addition to the terms defined in the Contract, the following terms are applicable to this Section 4:

Total Discontinuance. Total Discontinuance results from a Contractholder's Notice informing us that Deposits to the GAIC will cease and which directs us to pay all Plan monies to the Plan trustee, a successor custodian, or to Participants. In certain circumstances, a Contractholder or Plan sponsor is prohibited from directing us to transfer Plan monies to the Plan trustee, a successor custodian, or to a Participant. In this case, the Participants will control the monies in the Plan investment.

Partial Discontinuance. A Partial Discontinuance occurs as a result of:

- a. a partial withdrawal of amounts from the Contract by the Contractholder where not prohibited.
- b. a request for withdrawal from the employer or Contractholder as a result of a layoff, sale of a division, plant or facility closing, or any other event involving a separation from the Plan of a group or groups of Participants; or
- c. a request for withdrawal from the employer or Contractholder directing a withdrawal from the Contract and a transfer to an investment of a provider other than Transamerica.

A Contractholder's transfer request which directs us to transfer monies from this Contract to the Companion Custodial Account offered in conjunction with this Contract, is not considered a Partial Discontinuance.

Discontinuance of Contract. The Contract may be discontinued as provided in this Section 4. Discontinuance may be either a Total Discontinuance or a Partial Discontinuance, as defined above.

Right to Effect Discontinuance. By giving us written Notice, the Contractholder may effect either a Total Discontinuance or a Partial Discontinuance.

Our Right to Effect Discontinuance. We have the right to effect a Total Discontinuance of the Contract by giving the Contractholder prior written Notice of at least *[10-30 days]*, if any of the following conditions apply:

1. The Plan is changed so as to significantly affect our obligations under the Contract; or
2. The Contractholder takes actions or fails to take actions that may jeopardize the qualified status of the Plan, and we determine that it is not practicable to continue the provision of benefits under the Contract; or
3. A Contract change is being made to all Contracts of this class and the Contractholder refuses to accept such change; or
4. The Plan is terminated; or
5. The Contract Value at any time equals *[\$5,000-\$20,000]* or less; or
6. The Contractholder:
 - a) Fails to comply with the requirements of the Contract; or
 - b) Fails to continue to meet our underwriting requirements; or
 - c) Except by unintentional omission, fails to give us the information we need under the Contract; or
 - d) Except by unintentional omission, fails to furnish us with a copy of any amendments to the Plan, or annual report records, as provided under the Contract in the "Plan Records" provision;

Date of Discontinuance. The date of any Total Discontinuance or Partial Discontinuance ("Date of Discontinuance") will be the date we receive Notice at our Administrative Office, from the Contractholder or Participant, as applicable, or later if so directed by the Contractholder or Participant. The Contractholder should consider any required Participant notice requirements when giving Notice under this Endorsement.

Effect of Discontinuance. In the case of Total Discontinuance, after the Date of Discontinuance, no Deposits to, transfers to, or withdrawals from the GAIC are allowed. In the case of Partial Discontinuance, Deposits, transfers and withdrawals are not allowed for the applicable group or groups of Participants. Any applicable expenses that have not been assessed prior to the Date of Discontinuance are assessed before any Discontinuance Payment is made.

Disposition of GAIC upon Discontinuance. Upon any type of Discontinuance of the Contract, any Discontinuance Payment made will be in accordance with the Discontinuance provision in the Contract Schedule.

If payment is to be made to a successor custodian, the Contractholder or Participant, as applicable must direct us accordingly and furnish the name and address of such custodian, and any other information necessary to effect such payment.

The timing and calculation of any Discontinuance Payment is subject to the Discontinuance provision of the Contract Schedule. Any charge for Discontinuance, or hold period, if applicable to this Contract, is shown in the Contract Schedule.

Termination of Contract. The Contract terminates when all monies have been withdrawn from the GAIC and all benefits are paid in accordance with the Contract's provisions.

SECTION 5 - GENERAL PROVISIONS

Entire Contract. The entire Contract consists of:

1. The Application for Contract;
2. The Contract with Contract Schedule;
3. Any Endorsement or Amendment attached to the Contract

Disclaimer of Responsibility. We are not a party to, nor bound by, the Plan or any other document or agreement which is issued in connection with the Plan, other than the Contract or, if applicable, a service agreement between us and the Plan sponsor. We are not responsible for verifying that the monies held under the Contract are sufficient to provide the benefits under the Plan. Our only liability is as set forth in this Contract.

Reliance on Information. In acting under the Contract, we are entitled to rely on the information provided by the Contractholder or its designee. We are not responsible for checking the accuracy or completeness of such information. We further reserve the right to audit the records of anyone providing outside administrative services.

Limit of our Liability. In making any payment to an appointed custodian or to a Participant/Beneficiary as directed by the Contractholder or Participant, as applicable, it is not our responsibility to:

1. Determine any custodian's authority or Participant's/Beneficiary's right to receive the payment;
2. Verify the existence or qualified status of any retirement plan maintained by any appointed custodian; or
3. Monitor the application of any payment by the custodian to a retirement plan.

Payment to the custodian or Participant/Beneficiary will fully discharge us of all liability under the Contract as to such payment. We will have no liability for any loss sustained by reason of our payment to the custodian or Participant/Beneficiary, if the custodian's authority or Participants/Beneficiary's right to receive the payment is contested in any way by any person.

Amendments to the Contract. The Contract may be amended, by its terms at any time with at least *[30 days]* written notice to the Contractholder. Subject to regulatory approval, if applicable, the Contractholder and Company may agree to amend the Contract as set forth in terms mutually agreed upon. No change to the Contract is binding unless such change is in writing and authorized by at least two officers of the Company, acting together.

Limitation of Amendment. The Contract may not be amended in any way that will adversely affect annuities purchased under the Contract before the effective date of the Amendment.

Plan Records. The Contractholder agrees to furnish us with a signed or certified copy of any amendment to the Plan, annual report records, or other information necessary to fulfill our obligations under the Contract, within *[30 days]* of our request. Failure to provide us with this information may result in a Discontinuance of this Contract.

Non-transferability. Except as provided in these General Provisions, this Contract may not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation, or for any other purpose, to any party or parties. We may agree to a change of ownership of the Contract due to a change in corporate or plan name, or a change in corporate structure, including a merger or an acquisition. The Company is not required to make such change except at its own discretion.

No Dividends. The Contract does not participate in our profits or surplus. No dividends are payable.

Payments by the Company. All payments made by us under the Contract are paid from Our Administrative Office. If the date on which any payment is due and payable by us falls on a weekend or legal holiday, we will make the payment on the first Business Day immediately following the date such payment is due, provided all information necessary to make the payment has been received by us. No earnings will accrue under the Contract or to the payee after the date monies are withdrawn from the Contract. The value of the GAIC is not affected by any earnings accrued after the date monies are withdrawn from the Contract. Any earnings from disbursements after the date the monies are withdrawn from the Contract will remain the property of the Company.

Activity/Summary Statements. At least quarterly, activity/summary statements are furnished to the Contractholder or designated party named by the Contractholder. Such statements will show the transactions which have occurred during the activity period.

Facility of Payment. If a payee is a minor or if we have reason to believe that a valid receipt cannot be given for any payment made, we will make the payment to the legal guardian or conservator of the payee, or to such other person(s) as we have reason to believe has assumed the custody and principal support of the payee.

Proof of Existence. We reserve the right to require proof of the existence of any payee before making payments under the Contract.

Proof of Age. We reserve the right to require proof of age of any payee before making any payment under the Contract.

Limitation of Assignment. Except as permitted by law, no person has the right to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge any benefit under this Contract.

Protection of Benefit. To the extent permitted by law, no payment under the Contract will be subject to any claim or process of law by any creditor.

Premium Taxes. Any taxes allocable to any payments made may be withdrawn from the Contract prior to the withdrawal for payment. The allocable amount of any such tax will be determined by us at our sole discretion, and only if required by the state in which the Contract is issued. Taxes will be withdrawn from the GAIC, based on the amount withdrawn to make payments. A withdrawal for premium tax will reduce the number of units of the GAIC.

Misstatement. If any fact relating to any payment made under the Contract is determined to be incorrect, we may take whatever action necessary to adjust for the error based on the actual facts.

Restrictions Imposed by Federal Laws and Regulations. Payments provided under the Contract are subject to any limitation in the Plan, or required by the Code and, if applicable, the Employee Retirement Income Security Act of 1974 (ERISA) and the Department of Labor (DOL). Plan monies deposited under the Contract may not revert to any employer, except as permitted by the Code and, if applicable ERISA. We will also gather and report information as required by Federal or State laws and regulations, with respect to financial transactions and participant investment/trading activity, if applicable.

No Waiver. Any failure by either the Contractholder or by us to enforce at any time any term, condition or provision under this Contract shall not be considered a waiver of the right thereafter to enforce each and every term, condition, or provisions of this Contract.

Severability. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws effective during the life of this Contract, the legality, validity, and enforceability of the remaining provision of this Contract shall not be affected.



Transamerica Life Insurance Company

Home Office: Cedar Rapids, IA

Administrative Office: 1150 South Olive Street

Los Angeles, CA 90015

FOR INQUIRIES, INFORMATION OR ASSISTANCE, YOU MAY CALL

TRANSAMERICA

AT

[1-800-722-1681] [1-800-875-8877]

ENDORSEMENT FOR 403(b) PLANS

Effective Date:

As of the Effective Date shown above, this Endorsement becomes a part of the Contract to which it is attached (“Contract”). The Contract is modified by the addition of the provisions contained in this Endorsement. If applicable, as of its Effective Date, this Endorsement supersedes any endorsement of the same name previously attached to the Contract.

The Contract is an investment vehicle allowed by the Plan. The Plan document contains the provisions which will be followed in providing benefits using assets under the Contract. Additionally, the Plan document acknowledges that some provisions of the Plan will be applied, based on the terms and conditions in other Individual Agreements which may be in effect and part of the Plan prior to the effective date of the Contract. An Individual Agreement is defined as any agreement between a provider of an annuity contract or custodial account, and the employer or a Participant.

The Contract is issued to furnish the Plan Participant (“Annuitant”) with an Annuity within the provisions of Section 403(b) of the Internal Revenue Code (Code), provided the Plan permits. To the extent that the terms of this Endorsement are inconsistent with the provisions of the Contract, including the provisions of any other endorsements or riders issued with the Contract, the provisions of this Endorsement will control. To the extent that the terms of this Endorsement are inconsistent with the Plan document, the Plan document will control. Terms defined in the Contract have the same meaning when used in this Endorsement.

1. **Transferability.** The interest of the Annuitant under the Contract is non-transferable within the meaning of Code section 401(g). Except as provided in paragraph 10 no portion of the Annuitant’s interest in the Contract can be transferred or assigned to any person. This restriction shall not apply to a “*qualified domestic relations order*” as defined in Code section 414(p).
2. **Participant’s Interests.** The Annuitant will have at all times a 100% non-forfeitable interest in his/her elective deferrals (including Roth deferrals) and any vested portion of the assets in the Contract, except as otherwise permitted by applicable federal income tax law.
3. **Contributions.** Deposits or contributions permitted under the Contract must be made only in cash by an organization described in Code section 403(b)(1)(A) (“Employer”), except in the case of rollover contributions as allowed under Code sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16)(b), or exchanges or transfers as allowed under Treasury Regulation section 1.403(b)-10(b), or after-tax employee contributions as allowed under Treasury Regulation section 1.403(b)-4. Rollover contributions will be separately accounted for under the Contract as provided in section 1.403(b)-6(i) of the Treasury Regulations.

This Contract also permits designated Roth after-tax contributions as described in Code section 402A, if permitted under the 403(b) program for which this Contract is issued. Pre-tax salary reduction contributions and Roth after-tax salary reduction contributions are aggregated for purposes of applying the applicable dollar amount permitted under Code sections 402(g)(1) and 415. Designated Roth deferrals will be subject to separate accounting pursuant to Code section 402A(b). Designated Roth rollover contributions are also permitted pursuant to Code section 402A(c)(3)

4. **Elective Deferrals.** The maximum elective deferrals (including Roth elective deferrals) to the Contract for each Annuitant may not exceed the amount permitted by Code section 402(g). Any elective deferrals made in excess of the limits and the Plan will be distributed to the Annuitant, with allocable net income, no later than April 15 of the taxable year following the year in which the contribution was made, or otherwise in accordance with Code section 402(g). Catch up contributions by a Participant age 50 or over pursuant to Code section 414(v) or section 402(g)(7) are not subject to the elective deferral limit under Code section 402(g) or Code section 415
5. **Annual Additions.** Contributions made pursuant to the Contract for each Annuitant may not exceed the annual addition limitations of Code section 415. If annual addition contributions are made in excess of the Code section 415 limits, such excess amounts will be separately accounted for under the Contract and treated as a separate contract for purposes of Code section 72. Excess amounts shall be disposed of in accordance with Code section 415 and the regulations thereunder.

6. **Loans.** Cash loans will be made by us from the Contract in accordance with the Plan, Individual Agreements, loan policy under the Plan, and/or Code section 72(p). Loans will be considered a taxable distribution any time the requirements of Code section 72(p) are not met. Any loans taken from a Roth account must be repaid to such Roth account.
7. **Distributions -- During Annuitant's Life.** The entire interest of the Annuitant will be paid to the Annuitant on or before the Required Beginning Date (as defined below), either in a lump sum or as described below, or if the Annuitant irrevocably elected to receive periodic payments starting on or before the Required Beginning Date, for:
- the life of the Annuitant with or without a period certain; or
 - the lives of the Annuitant and his or her Designated Beneficiary with or without a period certain; or
 - a period not extending beyond the life expectancy of the Annuitant; or
 - a period not extending beyond the joint and last survivor expectancy of the Annuitant and his or her designated Beneficiary; or.
 - installments not exceeding the shorter of life expectancy or 15 years
8. **Required Beginning Date.** The Required Beginning Date is April 1 of the calendar year following the calendar year in which the Annuitant attains age 70½ (or, if earlier, as specified in the Plan), or if the Annuitant is not a 5% owner as defined in Treasury Regulation 1.403(b)-6(e)(3), retires from employment with the Employer, whichever is later. If the Annuitant's entire interest in the Contract is to be distributed in other than a lump sum or if an annuity that meets the applicable requirements of Treasury Regulation section 1.401(a) (9)-6 is purchased, then the amount to be distributed each year, commencing on or before the Required Beginning Date, must be at least an amount equal to the Annuitant's entire interest divided by the applicable distribution period. The applicable distribution period for calendar years up to and including the distribution calendar year that includes the Annuitant's date of death is determined under Treasury Regulation section 1.401(a)-5 using the Uniform Lifetime Table in Q&A-2 of Treasury Regulation section 1.401(a)(9)-9 or, when applicable, the Joint and Last Survivor Table of Treasury Regulation section 1.401(a)(9)-9 Q&A-3.

Any minimum annuity or distribution amounts elected by the Annuitant will be determined under Code section 1.401(a)(9)-5 and distributed at least once per year in accordance with the requirements of Treasury Regulation section 1.401(a)(9)-6. The minimum amount distributed may not increase from year to year except as allowed by Treasury Regulation section 1.401(a) (9)-6.

9. **Minimum Distribution Requirements – After Annuitant's Death.** If the Annuitant dies before his or her entire interest is distributed, the following distribution rules shall apply:
- If the Annuitant dies on or after the Required Beginning Date, the remaining portion of such interest shall continue to be distributed at least as rapidly as under the method of distribution in effect prior to the Annuitant's death.
 - If the Annuitant dies **before** the Required Beginning Date, the Annuitant's entire interest will be distributed in accordance with one of the following three provisions:
 - If the Annuitant's interest is payable to a designated Beneficiary who is someone other than the Annuitant's surviving spouse, the entire interest will be distributed, starting on or before the end of the calendar year immediately following the calendar year of the Annuitant's death, in substantially equal installments over the life or life expectancy of the designated Beneficiary. The designated Beneficiary may elect, at any time, to receive greater payments.
 - If the sole designated Beneficiary is the Annuitant's surviving spouse, the spouse may elect to receive required distributions on or before the later of: the end of the calendar year immediately following the calendar year in which the Annuitant died; or the end of the calendar year in which the Annuitant would have attained age 70½. The surviving spouse may elect, at any time, to receive greater payments.

iii) If there is no designated Beneficiary, or if distributions have not begun under paragraph b.1 above, the Annuitant's entire interest will be paid by the end of the calendar year containing the fifth (5th) anniversary of the Annuitant's death.

- c. For purposes of the above, payments will be calculated by the use of the applicable distribution period for the Annuitant determined in accordance with the Uniform Lifetime Table in Q&A-2 of Treasury Regulation section 1.401(a)(9)-9 or, when applicable, the Joint and Last Survivor Table in Q&A-3 of Treasury Regulation section 1.401(a)(9)-9. In the case of any other designated Beneficiary, life expectancy will be calculated at the time payment first commences using the Single Life Table in Q&A-1 of Treasury Regulation section 1.401(a)(9)-9, reduced by one for each subsequent year since distributions first commenced.
- d. For purposes of this requirement, any amount paid to a child of the Annuitant will be treated as if it had been paid to the surviving spouse if the remainder of the interest becomes payable to the surviving spouse when the child reaches the age of majority.

10. **Permissible Distributions.** Distributions from the Contract are not allowed except as specified in this paragraph of the Endorsement:

- a. Rollover contributions separately accounted for under the Contract and amounts attributable to after-tax contributions are not subject to subsections b., c., or d. of this paragraph 10.
- b. Distributions attributable to Deposits paid pursuant to a salary reduction agreement, as defined in Code section 402(g) (3)(C), may not be made until the earlier of the date that the Annuitant has become disabled, attained age 59½, if allowed by the Plan, separated from employment with the employer, died, or incurred a hardship, as described in e. below and if allowed by the Plan. For disability distributions other than designated Roth distributions, disability will be determined based on Social Security Administration guidelines or as defined in any other Individual Agreement, if applicable. No distribution of any income attributable to such contributions may be made in the case of a distribution on account of hardship, unless the distribution is made from separately accounted for monies transferred to this Contract from prior contracts or agreements that originated prior to December 31, 1988., and the income on those monies was earned prior to December 31, 1988.

Distributions from a designated Roth account will be excluded from income if it is a qualified distribution, which means:

- i) the withdrawal occurs after the 5 taxable year period measured from the earlier of:
 - 1. the first taxable year the Participant made a designated Roth contribution to any designated Roth account established for the Participant under the same applicable retirement plan as defined in Code Section 402A, or
 - 2. if a rollover contribution was made from a designated Roth account previously established for the Participant under another applicable retirement plan, the first taxable year for which the Participant made a designated Roth contribution to such previously established account; and
- ii) the withdrawal occurs due to a death benefit distribution to a beneficiary (or the estate of the Participant), disability as defined in Code section 72(m)(7), or after attainment of age 59 ½

Non-qualified distributions from a designated Roth account shall be administered in accordance with the terms of the plan.

- c. Distributions attributable to a nontaxable transfer from a custodial account, qualifying under Code section 403(b)(7), may not be made until the earlier of the date that the Annuitant has become disabled as described in paragraph b., above, attained age 59½, if allowed by the Plan, separated from employment with the employer, died, or incurred a hardship, as described in "e." below and if allowed by the Plan. (No distribution of any income attributable to such contributions may be made in the case of a distribution on account of hardship.)

- d. With respect to amounts attributable to contributions not described in subsection “a.”, “b.”, or “c.” of this paragraph “10.” of this Endorsement, distributions may not be made prior to the earliest of the Annuitant’s severance from employment or disability, as described in “b.”, above or other applicable date specified under the Plan pursuant to which the Contract is maintained.
- e. Unless the Plan provides otherwise, distributions because of hardship will be made only if such distribution is made on account of an immediate and heavy financial need of the Annuitant or the Annuitant’s beneficiary, to the extent permitted pursuant to the Plan and only to the extent necessary to satisfy the financial need, and will only be made pursuant to the rules in Treasury Regulation section 1.401(k)-1(d)(3).
- f. Distributions may be made from an excess contribution account to the extent permitted by Treasury Regulation section 1.403(b)-4(f), or upon Plan termination to the extent permitted by Treasury Regulation section 1.403(b)-10(a), or pursuant to a qualified domestic relations order to the extent permitted by Code sections 403(b) and 414(p). If both pre-tax elective contributions and Roth elective contributions were made for the year, the corrective distribution of excess contributions will be as follows:
 - i) first, Roth elective contributions will be returned to the Participant to the extent necessary to eliminate the excess contribution amount.
 - ii) if after application of (i) above, an excess contribution amount still exists, then any pre-tax elective contributions would be returned to the Participant.

If the 403(b) Plan provides for matching contributions, any excess, plus income and minus any loss will be forfeited, if forfeitable in accordance with the plan, and if not forfeitable, distributed to Participants to whose accounts the excess was allocated for the year as provided under Code section 401(m) and the regulations thereunder.

11. Direct Rollovers. As described below, a distributee (as defined below in “c.”), may elect, at the time and in the manner prescribed by us, to have any part of an Eligible Rollover Distribution (as defined below in “a.”), paid directly to an Eligible Retirement Plan (as defined below in “b.”), specified by the Distributee in a Direct Rollover which is in accordance with the provisions of Code sections 403(b)(10) and 401(a)(31) and the Treasury Regulations. For purposes of this paragraph 11:

- a. The term Eligible Rollover Distribution means any distribution of all or any portion of the balance to the credit of the distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments made not less frequently than annually and made for the life, or life expectancy of the distributee or the joint lives, or joint life expectancies of the distributee and the distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under sections 403(b)(10) and 401(a)(9) of the Code; any hardship distribution; any distribution reasonably expected to total less than \$200 during the year; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).
- b. The term Eligible Retirement Plan means an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code (other than an endowment contract), an employee's trust described in section 401(a) of the Code which is exempt from tax under section 501(a) of the Code, an annuity plan described in section 403(a) of the Code, an eligible deferred compensation plan described in section 457(b) which is maintained by an eligible employer described in section 457(e)(1)(A) of the Code, an annuity contract described in section 403(b) of the Code or an individual 403(b)(7) custodial account.
- c. Distributee includes an employee or former employee. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code section 414(p), are Distributees with regard to the interest of the spouse or former spouse.
- d. The term Direct Rollover means a payment to the Eligible Retirement Plan specified by the Distributee.

- e. A rollover contribution of any payment or distribution from a designated Roth contribution account may be made only if the rollover contribution is to another designated Roth contribution account of the Participant from whose account the payment or distribution was made, or to a Roth IRA of such Participant. Any rollover contribution to a Participant's designated Roth contribution account or Roth IRA will not be taken into account for purposes of determining contribution limits for the designated Roth contribution account.
12. Code section 401(a). Any part of the Contract which is inconsistent with the incidental benefit rule of section 401(a) or permitting joint ownership of the Contract is deleted
13. Code section 403(b). Except to the extent otherwise permitted by applicable federal income tax law, the Contract will be maintained pursuant to the Plan of the Employer. As required by Code section 403(b), we will accept contributions and make distributions, including for hardship (and loans, if applicable) under the Contract only upon a determination by the Employer or the Plan Administrator, as applicable, that the contribution or distribution (or loan, if applicable) complies with applicable federal income tax law and the employer's Plan. We will not make determinations of compliance with applicable federal income tax law or the employer's Plan unless we expressly agree in writing to do so. Where required by law, we will enter into information sharing agreements or otherwise engage in the exchange of information with appropriate parties authorizing us to share information about the Annuitant, his or her designated Beneficiary, and the Contract with the employer, its delegate, and other current or former providers of annuities, insurance or custodial accounts under the employer's Plan. By signing the enrollment form, the Annuitant shall agree that he/she is consenting to the sharing of such information.

This Endorsement is intended to qualify the Contract under the provisions of Code section 403(b) for federal income tax purposes. The provisions of the Contract in conjunction with this Endorsement are to be interpreted to maintain such qualification, notwithstanding any other provisions to the contrary. As allowed under the Contract, in order to maintain such tax qualification, we reserve the right to amend or replace this Endorsement in order to reflect any clarifications that may be needed or are appropriate to maintain such tax qualification or to make the Contract conform to any applicable changes in the tax qualification requirements.

This Endorsement is signed for the Company at its Administrative Office in Los Angeles, California as of the Effective Date.



Brenda Clancy, President



Craig D. Vermie, Secretary

TRANSAMERICA LIFE INSURANCE COMPANY
 Home Office: Cedar Rapid, IA
 Administrative Office: 1150 South Olive Street, Los Angeles, CA 90015

APPLICATION FOR CONTRACT

Quote # or Contract #, as applicable:

Administrative Use Only:
 Principal Office Location (Issue State) _____

Employer Name: _____

Plan Name: _____

Section I. Product

Product requested: Allocated Group Annuity Contract with Fixed Annuity Purchase Option [product Name/ID#]

Section II. Replacement

1. Will this Contract replace or change any existing investment for the Plan? Yes No
2. Does the existing investment impose a penalty for termination? Yes No

NOTICE: This contract being applied for is considered a cash equivalent investment. If the Contractholder elects to include a cash equivalent investment under the Companion Custodial Account Mutual Fund Platform, then deposits and transfers to this contract must cease. At any given time, only one cash equivalent investment choice can be receiving monies, whether it is this Contract or a cash equivalent investment choice under the Companion Custodial Account Mutual Fund Platform.

Sweep Account. Any monies that cannot be allocated to the contract for any reason will be placed in a sweep account. The purpose of the sweep account is to receive and temporarily hold deposits and transfers prior to allocation to the contract. The sweep account is not a part of the contract and is not an investment under the contract. When monies are ultimately moved or allocated to the contract, any interest earned is included.

Section III. Contract Signatures

The employer or plan trustee, if applicable, or other authorized entity, by signature below represents, acknowledges, understands, and accepts that:

1. This is an Application for Group Annuity Contract (Contract) issued by Transamerica Life Insurance Company (Transamerica) to the Employer or Trustee(s), as applicable, who becomes the Contractholder. This Contract facilitates a general account investment and the purchase of fixed annuities on behalf of participants of the plan named on page one of this application.
2. Approval from Transamerica is required before the Contract can be issued.
3. Disclosure of all charges and fees applicable to the Contract were received and reviewed prior to entering into the Contract.
4. Transamerica may provide other services pursuant to a separate written agreement between the employer or trustee, whichever is applicable, and Transamerica. The fees associated with those services will be disclosed prior to entering into such agreement. The application of the terms of the contract shall not be impacted by Transamerica's performance under any other agreement.

Signed at: _____ (City) (State)	Date: _____
(1) _____ Printed or typed Name	(2) _____ Printed or typed Name
_____	_____
Signature	Signature
Title: _____	Title: _____

[Section IV. Agent Information

- (1) Will this Contract replace or change any existing investment for the Plan? Yes No

_____	_____
Printed or typed Name	Signature
[For Florida contracts, list the agent's Florida License Identification Number:] _____	
	Date: _____]

Required Fraud Notices

DISTRICT OF COLUMBIA:

IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY THE PAYMENT OF BENEFITS IF INFORMATION RELATED TO BENEFITS PROVIDED IS FOUND TO BE MATERIALLY FALSE.

Florida:

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

Maine:

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company. Penalties may include imprisonment, fines, or denial of insurance benefit.

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

Ohio:

Any person, who, with intent to defraud or knowing that he is facilitating a fraud against as insurer, submits and application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma:

Any Person who knowingly & with intent to defraud any insurance company or other person, files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which may be a crime in some states and therefore, such act may be punishable in accordance with applicable state law.

Arkansas:

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

[Variable language here for future state requirements for fraud disclosure]



Transamerica Life Insurance Company

A Stock Company

Home Office: Cedar Rapids, New York

Administrative Office: 1150 South Olive Street,
Los Angeles, CA 90015

Amendment to Contract

Amendment Effective Date: _____

The Contract is hereby amended as follows:

A detailed list of possible variations is shown below:

- [The name of the Contractholder is changed to: _____]
- [The name of the plan is changed to: _____]
- [The Effective Date of the Contract is hereby change to: ____]
- [In consideration of credit given for a prior carrier discontinuance charge, a Plan Service Fee applies as follows: ____]
- [The following Discontinuance Fees apply to any partial or total discontinuance _____]
- [The following Discontinuance Fees apply to any partial or total discontinuance and replaces any Discontinuance Fees under the contract and are calculated and applied as shown: _____]
- [Under the provision entitled "Transfers from the GAIC", the hold period of re-allocation of monies transferred back in to the Contract, is changed to: _____]
- [Under "Limitation on Deposits and Transfers to the GAIC", the notice time period for when we permanently or temporarily disallow allocation of new deposits and transfers to the contract, is changed to: ____]
- [Under "Limitation on Participant Transfers from the GAIC", the hold time period for transferring monies from this contract to an outside investment, is changed to: ____]
- [Under "Benefit Withdrawals from the GAIC", the time period for making payments in a lump sum, is changed to: ____]
- [Under "Requirements for Benefit Withdrawals", the notice time period for auditing contractholder records, is changed to: ____]
- [Under "Our Right to Effect Discontinuance", the time period for us giving notice of discontinuance, is changed to: ____]
- [Under "Our Right to Effect Discontinuance", Item 5, the minimum amount required to keep the contract in effect is changed to: ____]
- [Under "Amendment to the Contract", the time period for giving notice for amending the contract, is changed to: ____]
- [Under "Plan Records", the time period given for our notification of Plan amendments and plan records, is changed to: ____]

This Amendment is part of the Contract as of the Amendment Effective Date and shall not otherwise change, alter or amend the Contract except as stated herein. Signed by Transamerica Life Insurance Company on the Amendment Effective Date:

Brenda Clancy, President

Craig D. Vermie, Secretary

Accepted and attached to the contract at:

_____ City/State

_____ Date

CONTRACTHOLDER: As shown in the Contract to which this Amendment is attached.

By: _____

By: _____

Title: _____

Title: _____



Transamerica Life Insurance Company

(A Stock Company)

Home Office: 4333 Edgewood Road NE

Cedar Rapids, IA 52499

Administrative Office: 1150 South Olive Street

Los Angeles, CA 90015

This is only a summary of the Contract provisions. Your participant statement will indicate the specific charges, fees, credits, reductions and interest paid as it relates to contributions allocated to your participant account under the Contract.

Certificate of Coverage

Transamerica Life Insurance Company (TLIC) delivers this Certificate to retirement plan (Plan) participants in connection with a Group Annuity Contract (Contract), form number GAIC-CNT-07 issued to the employer, Plan trustee or other authorized entity (Contractholder). This Certificate summarizes the terms of the Contract. A copy of the Contract is available upon request.

The Contract is a funding vehicle allowed under the Plan. The Contractholder is the owner of the Contract. All actions and transactions made by the Contractholder must be in accordance with the provisions of the plan.

The Plan document contains the provisions which will be followed in providing benefits using assets under the Contract. Additionally, the Plan document acknowledges that some provisions of the Plan will be applied, based on the terms and conditions in other Individual Agreements which may be in effect and part of the Plan prior to the effective date of the Contract. An Individual Agreement is any agreement between a provider of an annuity contract or custodial account, and the employer or a Participant.

Plan participant account balances are accounted for in TLIC's recordkeeping system. The Contractholder can discontinue elective deferrals to us at any time. Only the Plan participant can direct us to transfer assets or request withdrawals. The Contractholder may contract with a separate entity to facilitate the movement of monies, distributions, and loans. If that is the case, the facilitator will determine the appropriateness of any transfer, withdrawal, or loan at the time the request is made.

Investments. The Contract provides for a general account investment (Fixed Account), which provides a guarantee of interest on contributions. The value calculated for withdrawals from the Fixed Account is the amount allocated to the Fixed Account, minus any fees and charges, plus credited interest on such amounts, up to the date of withdrawal, transfer or valuation.

Fees and Charges. Ministerial fees or charges not associated with the Group Annuity Contract may apply. If a credit is given to any participant for charges imposed by a prior carrier, additional charges may apply. All fees and charges paid are kept by TLIC for the performance of ministerial services rendered. Participants should contact the Plan administrator for a description of all fees and charges.

Interest on the Fixed Account. The Fixed Account consists of a currently open deposit account with a declared rate of return for a specified period of time, and multiple renewal accounts. Renewal accounts consist of monies that were originally deposited to a currently open deposit account, where the rate period has closed. Each renewal account has its own declared rate of return. The interest applied is the daily equivalent of the annual rate of interest in effect at the time the applicable account is established. The effective annual rate of interest is declared by TLIC, but is subject to a minimum guaranteed amount. Participants should refer to the investment fact sheet for a detailed description of the interest rate time periods and the minimum guaranteed rate of interest.

Grace Period. There is no requirement for a fixed amount to be deposited under the Contract, for a specified time period. Therefore, a Grace Period does not apply.

Misstatement. If any fact relating to any payment made under the Contract, including the purchase of annuities or the payment of installments, is determined to be incorrect, TLIC may take whatever action necessary to adjust for the error based on the actual facts.

Entire Contract. The entire Contract consists of:

1. The Contract;
2. Schedules attached to the Contract;
3. Any Endorsement or Amendment attached to the Contract;
4. The Application for Contract or Application for Investment Choices; and
5. The Certificate delivered to each Participant

Rights granted under this Certificate. Nothing in the Contract invalidates or impairs any right granted to the participant under this Certificate.

No Dividends. The Contract does not participate in TLIC profits or surplus. No dividends are payable.

Death Benefit. Upon the death of a participant where annuity payments have not begun, the amount available for withdrawal is the value of amounts allocated for such participant. Such value would be net of any withdrawals and net of any unpaid fees on the date of withdrawal.

Benefit Withdrawals. The participant may direct TLIC to withdraw monies to pay benefits as provided under the Plan. Withdrawals are paid in a single sum or other mutually agreeable option. Some withdrawals may be subject to waiting periods. All withdrawals reduce the number units held of the applicable investment.

Payment of Benefits. TLIC may make payment of plan benefits for a participant as described below, or under any other method allowed by the plan and agreed to by TLIC.

1. **Lump Sum Payment Option.** Payment will be made to a participant in a lump sum. Such lump sum may be paid directly to the participant or as a direct rollover, as elected by the participant to another employer plan or individual retirement annuity.
2. **Guaranteed Annuity Purchase Option.** The full amount needed to purchase a fixed dollar immediate monthly annuity, or other frequency if required by the plan, issued by TLIC for the participant will be withdrawn from the Contract. The participant, or any other authorized person, will specify a date for starting payments.

CERTIFICATE
General Account Investment
Fixed Dollar Annuity Purchase Option
Nonparticipating/No Dividends

This Certificate is signed for the Company at its administrative office in Los Angeles, California as of the Effective Date.



Brenda Clancy, President



Craig D. Vermie, Secretary

SERFF Tracking Number: *AEGN-125971817* *State:* *Arkansas*
Filing Company: *Transamerica Life Insurance Company* *State Tracking Number:* *41218*
Company Tracking Number: *GAIC-CNT-07*
TOI: *A02G Group Annuities - Deferred Non-variable* *Sub-TOI:* *A02G.002 Flexible Premium*
Product Name: *GAIC-CNT-07*
Project Name/Number: /

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: AEGN-125971817 State: Arkansas
Filing Company: Transamerica Life Insurance Company State Tracking Number: 41218
Company Tracking Number: GAIC-CNT-07
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: GAIC-CNT-07
Project Name/Number: /

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 12/31/2008

Comments:

Attachments:

CertofCompliance Reg 19 GAIC-CNT-07.pdf
Arkansas Other Cert GAIC-CNT-07.pdf
ReadabilityCert GAIC-CNT-07.pdf

Review Status:

Satisfied -Name: Statement of Variability 12/31/2008

Comments:

A Statement of Variability for the forms being filed is attached.

Attachment:

GAIC-CNT-SOV-07.pdf

Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: Transamerica Life Insurance Company

Form Number(s): GAIC-CNT-07, GAIC-END-403(b)-TAX-07, GAIC-APP-07, GAIC-AMEND-07, GAIC-CERT-07

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.



Signature of Company Officer

Beverly Sanchez

Name

Associate Vice President

Title

December 31, 2008

Date

ARKANSAS CERTIFICATION

Transamerica Life Insurance Company hereby
INSURER

certifies. that this filing complies with the Arkansas requirements under
Rule and Regulation 49, and the requirements under ACA 23-79-138 and
Bulletin 11-88.



Signature

Associate Vice President

Type name and title. (Must be an Officer.)

December 31, 2008

Date

Policy Form Number:

GAIC-CNT-07

GAIC-END-403(b)-TAX-07

GAIC-APP-07

GAIC-AMEND-07

GAIC-CERT-07

**ARKANSAS
CERTIFICATION
OF
READABILITY**

Transamerica Life Insurance Company hereby
INSURER

certifies that this filing complies with the Arkansas readability requirements
via the exemption under 23-80-204 (b)(3).



Signature

Associate Vice President

Type name and title. (Must be an Officer.)

December 31, 2008

Date

Policy Form Number:

GAIC-CNT-07

GAIC-END-403(b)-TAX-07

GAIC-APP-07

GAIC-AMEND-07

GAIC-CERT-07

Statement of Variability
November 2008

1) GAIC-CNT-07 – Group Annuity Contract

- **Page 1.** The Contractholder, Contract Number, and Effective Date will be dynamically populated.
- **Page 3, Contract Schedule.** The following information is electronically populated. When any populated information changes on this schedule, a new schedule will be generated and delivered to the contractholder.
 - Contract Number
 - Effective Date of Schedule
 - Plan Name
 - Contractholder
 - Effective Date
 - First Anniversary
 - Jurisdiction
 - Fixed Interest Rate for the First GAIC Window: <GAIC rate>
 - Guaranteed Minimum Interest Rate for all Windows: [0%] [1-3%]
 - The unit class will be variable depending on the demographics of the case issued: GAIC Unit Class: [Alphabetically sequenced]
 - Administrative Charge: [0%-3.00%] **The Administrative Charge will not be used where the contract is issued to a plan that only allows participant contributions.**
 - The Per Participant Annual Contract Charge will be variable depending on the demographics of the case issued: **The expected range is [0\$ to \$50].**
 - Depending on the demographics of the case, a Plan Service Credit of [0%-3.00%] may apply either for all years or for a fixed number of years.
 - For those cases where credit is given for prior carrier charges, a Plan Service Fee will apply, and the following language will be inserted. **This language will not be used where the contract is issued to a plan that only allows participant contributions.**
[Based on amounts held in this Contract and any amounts held in the Companion Custodial Account as defined in this Contract, in consideration of a credit for charges of a prior provider, for the first [1-10] Deposit Year(s) a service fee (“Plan Service Fee”) of [0-3.00 %] is applied.]
 - Discontinuance. The time period in which we will hold payment varies. The expected range is [90-365] days. For those cases where credit is given for prior carrier charges, a Discontinuance Service Fee will apply as shown below. **A Discontinuance Service Fee will not apply and this language will not appear where the contract is issued to a plan that only allows participant contributions.**

[In consideration of credit given for charges imposed by a prior provider, if this Contract is totally discontinued during the first [1-10] Deposit Year(s), a Discontinuance Fee will apply, as shown below.

Discontinuance Service Fee

(Percentage of amount paid for discontinuance)

<i>[0.00-8.00%]</i>	<i>[For payment dates occurring in the first Deposit Year</i>
<i>[0.00-7.00%]</i>	<i>For payment dates occurring in the second Deposit Year</i>
<i>[0.00-6.00%]</i>	<i>For payment dates occurring in the third Deposit Year</i>
<i>[0.00-5.00%]</i>	<i>For payment dates occurring in the fourth Deposit Year</i>
<i>[0.00-4.00%]</i>	<i>For payment dates occurring in the fifth Deposit Year</i>
<i>[0.00-3.00%]</i>	<i>For payment dates occurring in the sixth Deposit Year</i>
<i>[0.00-2.50%]</i>	<i>For payment dates occurring in the seventh Deposit Year</i>
<i>[0.00-2.25%]</i>	<i>For payment dates occurring in the eighth Deposit Year</i>
<i>[0.00-2.00%]</i>	<i>For payment dates occurring in the ninth Deposit Year</i>
<i>[0.00-1.75%]</i>	<i>For payment dates occurring in the tenth Deposit Year</i>
<i>0.00%</i>	<i>For payment dates thereafter]]</i>

- **Section 1 – Definition of Terms.**
 - The provision for Administrative Charge will not appear where the contract is issued to a plan that only allows participant contributions.
 - The definition of Contract Charge will not appear where the contract is issued to a plan that only allows participant contributions.
- **Section 3 – Deposits, Transfers, Withdrawals and Payment of Benefits**
 - Under Transfers from the GAIC, the hold period of re-allocation of monies transferred back in to the Contract is variable. For existing contractholders, any change to this time period will be effectuated by using Amendment form GAIC-AMEND-07. For new contractholders, the provision will be modified accordingly. **The expected range is 90-270 days.**
 - Under Limitation on Deposits and Transfers to the GAIC, the notice time period for when we permanently or temporally disallow allocation of new deposits and transfers to the contract is variable. For existing contractholders, any change to this time period will be effectuated by using Amendment form GAIC-AMEND-07. For new contractholders, the provision will be modified accordingly. **The expected range is 30-180 days.**
 - Under Limitation on Participant Transfers from the GAIC, the hold time period for transferring monies from this contract to an outside investment is variable. For existing contractholders, any change to this time period will be effectuated by using Amendment form GAIC-AMEND-07. For new contractholders, the provision will be modified accordingly. **The expected range is 0 to 270 days.**
 - Under Benefit Withdrawals from the GAIC, the time period for making payments in a lump sum is variable. For existing contractholders, any change to this time period will be effectuated by using Amendment form GAIC-AMEND-07. For new contractholders, the provision will be modified accordingly. **The expected range is 10-30 days.**
 - Under Requirements for Benefit Withdrawals, the notice time period for auditing contractholder records is variable. For existing contractholders, any change to this time period will be effectuated by using Amendment form GAIC-AMEND-07. For new contractholders, the provision will be modified accordingly. **The expected range is 10-15 days.**
- **Section 4 – Discontinuance and Termination**
 - Under Our Right to Effect Discontinuance, the time period for us giving notice of discontinuance is variable. **The expected range is 10-30 days.** Item 5, the minimum amount required to keep the contract in effect is variable. **The expected range is \$5,000-\$20,000.** For existing contractholders, any change to this time period or minimum amount will be effectuated by using Amendment form GAIC-AMEND-07. For new contractholders, the provision will be modified accordingly.
- **Section 5 – General Provisions**
 - Under Amendment to the Contract, the time period for giving notice for amending the contract is variable. For existing contractholders, any change to this time period will be effectuated by using Amendment form GAIC-AMEND-07. For new contractholders, the provision will be modified accordingly. The expected range is 10-30 days.
 - Under Plan Records. The time period given for our notification of Plan amendment and plan records is variable. For existing contractholders, any change to this time period will be effectuated by using Amendment form GAIC-AMEND-07. For new contractholders, the provision will be modified accordingly. **The expected range is 10-30 days.**
- **Back Cover Page**
 - The toll-free telephone numbers will vary by distribution channel and may change at the company’s discretion.

2) GAIC-END-403(b)-TAX-07 Endorsement for 403(b) Plans

The effective date will be the date the endorsement is attached to the contract.

3) GAIC-APP-07 Application to Contract

- The product Name/ID# will be dynamically populated and will vary by product.
- Section IV will only appear in states where required.
- Variable language may be inserted on the last page of the application for future state requirements for fraud disclosure

4) GAIC-AMEND-07 Amendment to Contract

This amendment will be used to:

- Change Variable information in the Contract as described above

A detailed list of possible variations is shown below:

- *[The name of the Contractholder is changed to: _____]*
- *[The name of the plan is changed to: _____]*
- *[The Effective Date of the Contract is hereby change to: ____]*
- *[In consideration of credit given for a prior carrier discontinuance charge, a Plan Service Fee applies as follows: _____]*
- *[The following Discontinuance Fees apply to any partial or total discontinuance _____]*
- *[The following Discontinuance Fees apply to any partial or total discontinuance and replaces any Discontinuance Fees under the contract and are calculated and applied as shown: _____]*
- *[Under the provision entitled "Transfers to or from the GAIC", the hold period of re-allocation of monies transferred back in to the Contract, is changed to: _____]*
- *[Under "Limitation on Deposits and Transfers to the GAIC", the notice time period for when we permanently or temporarily disallow allocation of new deposits and transfers to the contract, is changed to: ____]*
- *[Under "Limitation on Participant Transfers from the GAIC", the hold time period for transferring monies from this contract to an outside investment, is changed to: ____]*
- *[Under "Benefit Withdrawals from the GAIC", the time period for making payments in a lump sum, is changed to: ____]*
- *[Under "Requirements for Benefit Withdrawals", the notice time period for auditing contractholder records, is changed to: ____]*
- *[Under "Our Right to Effect Discontinuance", the time period for us giving notice of discontinuance, is changed to: _____]*
- *[Under "Our Right to Effect Discontinuance", Item 5, the minimum amount required to keep the contract in effect is changed to: ____]*
- *[Under "Amendment to the Contract", the time period for giving notice for amending the contract, is changed to: ____]*
- *[Under "Plan Records", the time period given for our notification of Plan amendments and plan records, is changed to: _____]*

5) GAIC-CERT-07 Certificate

None

SERFF Tracking Number: AEGN-125971817 State: Arkansas
 Filing Company: Transamerica Life Insurance Company State Tracking Number: 41218
 Company Tracking Number: GAIC-CNT-07
 TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
 Product Name: GAIC-CNT-07
 Project Name/Number: /

Superseded Attachments

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

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Application for Contract	12/31/2008	GAIC-APP-07.pdf

TRANSAMERICA LIFE INSURANCE COMPANY
 Home Office: Cedar Rapid, IA
 Administrative Office: 1150 South Olive Street, Los Angeles, CA 90015

APPLICATION FOR CONTRACT

Quote # or Contract #, as applicable:

Administrative Use Only:
 Principal Office Location (Issue State) _____

Employer Name: _____

Plan Name: _____

Section I. Product

Product requested: Allocated Group Annuity Contract with Fixed Annuity Purchase Option [product Name/ID#]

Section II. Replacement

1. Will this Contract replace or change any existing investment for the Plan? Yes No
2. Does the existing investment impose a penalty for termination? Yes No

NOTICE: This contract being applied for is considered a cash equivalent investment. If the Contractholder elects to include a cash equivalent investment under the Companion Custodial Account Mutual Fund Platform, then deposits and transfers to this contract must cease. At any given time, only one cash equivalent investment choice can be receiving monies, whether it is this Contract or a cash equivalent investment choice under the Companion Custodial Account Mutual Fund Platform.

Sweep Account. Any monies that cannot be allocated to the contract for any reason will be placed in a sweep account. The purpose of the sweep account is to receive and temporarily hold deposits and transfers prior to allocation to the contract. The sweep account is not a part of the contract and is not an investment under the contract. When monies are ultimately moved or allocated to the contract, any interest earned is included.

Section III. Contract Signatures

The employer or plan trustee, if applicable, or other authorized entity, by signature below represents, acknowledges, understands, and accepts that:

- This is an Application for Group Annuity Contract (Contract) issued by Transamerica Life Insurance Company (Transamerica) to the Employer or Trustee(s), as applicable, who becomes the Contractholder. This Contract facilitates a general account investment and the purchase of fixed annuities on behalf of participants of the plan named on page one of this application.
- Approval from Transamerica is required before the Contract can be issued.
- Disclosure of all charges and fees applicable to the Contract were received and reviewed prior to entering into the Contract.
- Transamerica may provide other services pursuant to a separate written agreement between the employer or trustee, whichever is applicable, and Transamerica. The fees associated with those services will be disclosed prior to entering into such agreement. The application of the terms of the contract shall not be impacted by Transamerica's performance under any other agreement.

Signed at: _____ (City) (State)	Date: _____
(1) _____ Printed or typed Name	(2) _____ Printed or typed Name
_____	_____
Signature	Signature
Title: _____	Title: _____

[Section IV. Agent Information

(1) Will this Contract replace or change any existing investment for the Plan? Yes No

_____ Printed or typed Name _____ Signature

[For Florida contracts, list the agent's Florida License Identification Number:] _____ Date: _____]

Required Fraud Notices

DISTRICT OF COLUMBIA:

IT IS A CRIME TO PROVIDE FALSE OR MISLEADING INFORMATION TO AN INSURER FOR THE PURPOSE OF DEFRAUDING THE INSURER OR ANY OTHER PERSON. PENALTIES INCLUDE IMPRISONMENT AND/OR FINES. IN ADDITION, AN INSURER MAY DENY THE PAYMENT OF BENEFITS IF INFORMATION RELATED TO BENEFITS PROVIDED IS FOUND TO BE MATERIALLY FALSE.

Florida:

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

Maine:

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company. Penalties may include imprisonment, fines, or denial of insurance benefit.

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

Ohio:

Any person, who, with intent to defraud or knowing that he is facilitating a fraud against as insurer, submits and application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Oklahoma:

Any Person who knowingly & with intent to defraud any insurance company or other person, files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which may be a crime in some states and therefore, such act may be punishable in accordance with applicable state law.

[Variable language here for future state requirements for fraud disclosure]