

SERFF Tracking Number: LWEL-125978888 State: Arkansas  
 Filing Company: First Guaranty Insurance Company State Tracking Number: 41349  
 Company Tracking Number: FORMFXANY-0508  
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium  
 Variable  
 Product Name: Flexible Premium Deferred Annuity  
 Project Name/Number: Flexible Premium Deferred Annuity/FORMFXANY-0508

## Filing at a Glance

Company: First Guaranty Insurance Company

Product Name: Flexible Premium Deferred Annuity SERFF Tr Num: LWEL-125978888 State: ArkansasLH

TOI: A02I Individual Annuities- Deferred Non- Variable SERFF Status: Closed State Tr Num: 41349

Sub-TOI: A02I.002 Flexible Premium Co Tr Num: FORMFXANY-0508 State Status: Approved-Closed

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

Author: Rebecca Ewing Disposition Date: 01/20/2009

Date Submitted: 01/14/2009 Disposition Status: Approved

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

## General Information

Project Name: Flexible Premium Deferred Annuity

Project Number: FORMFXANY-0508

Requested Filing Mode:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 01/20/2009

State Status Changed: 01/20/2009

Corresponding Filing Tracking Number:

Filing Description:

This filing is for a Flexible Premium Deferred Annuity contract with an optional Long Term Care Benefit Rider.

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Deemer Date:

Form Number: FORMFXANY-0508 Flexible Premium Deferred Annuity

Form Number: LTCR 0908 Long Term Care Rider

Form Number: ANTYAP-0508 Application

SERFF Tracking Number: LWEL-125978888 State: Arkansas  
 Filing Company: First Guaranty Insurance Company State Tracking Number: 41349  
 Company Tracking Number: FORMFXANY-0508  
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium  
 Variable  
 Product Name: Flexible Premium Deferred Annuity  
 Project Name/Number: Flexible Premium Deferred Annuity/FORMFXANY-0508

## Company and Contact

### Filing Contact Information

(This filing was made by a third party - lewisandellisincorporated)

Rebecca Ewing, Compliance Consultant rewing@lewisellis.com  
 P. O. Box 851857 (972) 850-3272 [Phone]  
 Dallas, TX 75085-1857 (972) 850-3273[FAX]

### Filing Company Information

First Guaranty Insurance Company CoCode: 84034 State of Domicile: Arkansas  
 P. O. Box 848 Group Code: 84034 Company Type: Life & Health  
 Ashdown, AR 71822 Group Name: State ID Number:  
 (870) 898-5191 ext. [Phone] FEIN Number: 71-0420424  
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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
First Guaranty Insurance Company	\$50.00	01/14/2009	25030741

SERFF Tracking Number: LWEL-125978888 State: Arkansas  
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TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium  
Variable  
Product Name: Flexible Premium Deferred Annuity  
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## Correspondence Summary

### Dispositions

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



SERFF Tracking Number: LWEL-125978888 State: Arkansas  
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 Project Name/Number: Flexible Premium Deferred Annuity/FORMFXANY-0508

<b>Item Type</b>	<b>Item Name</b>	<b>Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Certification/Notice		Yes
<b>Supporting Document</b>	Application		Yes
<b>Supporting Document</b>	Life & Annuity - Acturial Memo		No
<b>Supporting Document</b>	Authorization Form		Yes
<b>Form</b>	Flexible Premium Deferred Annuity		Yes
<b>Form</b>	Long Term Care Rider		Yes
<b>Form</b>	Application		Yes

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## Form Schedule

Lead Form Number: FORMFXANY-0508

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	FORMFXA NY-0508	Policy/Cont ract/Fratern al Certificate	Flexible Premium Deferred Annuity	Initial		54	FORMFXANY -0508- FINAL.pdf
	LTTCR 0908	Policy/Cont ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Long Term Care Rider	Initial			LTC Rider.pdf
	ANTYAP- 0508	Application/ Enrollment Form	Application	Initial			ANTYAP- 0508- application.pdf

# *First Guaranty Insurance Company*

ASHDOWN, ARKANSAS  
A LEGAL RESERVE COMPANY  
(870) 898-5191

FIRST GUARANTY INSURANCE COMPANY (“the Company”) agrees to pay benefits according to the terms of this contract. This Policy is a legal contract between the Owner and the Company. This contract is issued in consideration of the Application and the payment of the premium shown on the Policy Data Page.

Signed for the Company at Ashdown, Arkansas

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

## **READ YOUR POLICY CAREFULLY 10 DAY RIGHT TO EXAMINE POLICY**

Within 10 days after this Policy is first received, it may be cancelled for any reason by returning it to the Home Office of the Company. Upon cancellation, the Company will return any premium paid.

## **FLEXIBLE PREMIUM DEFERRED ANNUITY NON-PARTICIPATING**

**POLICY DATA PAGE**

ANNUITANT [JOHN DOE]  
POLICY NUMBER [SPECIMEN]  
PLAN [FLEXIBLE PREMIUM DEFERRED ANNUITY]  
PREMIUM PAID AT ISSUE [\$\_\_\_\_\_ ]  
ISSUE DATE [JULY 1, 2008]  
MATURITY DATE [ \_\_\_\_\_ ]  
ANNUITANT'S SEX [M]  
ANNUITANT'S ISSUE AGE [35]  
OWNER [JOHN DOE]

**GUARANTEED MINIMUM INTEREST RATE:** [ 3.00% ]

**SURRENDER CHARGE PERCENTAGE BY POLICY YEAR**

Surrender Charges are the following percentages of the Accumulated Value

<u>Policy Year</u>	<u>Percentage</u>
1	7.00%
2	6.00%
3	5.00%
4	4.00%
5	3.00%
6	2.00%
7	1.00%
8 and after	0.00%

**RIDERS ATTACHED:**

**TABLE OF GUARANTEED VALUES**

The values shown in the table below are based on the payment of a \$2,000.00 Premium on the Issue Date. The table assumes that we credit interest using the Guaranteed Minimum Interest Rate shown on the Policy Data Page and that We pay no excess interest. The actual Accumulated Value will be increased by any excess interest declared by Our Board of Directors and will be decreased by any partial surrenders.

<b>TABLE OF GUARANTEED VALUES</b>						
<b><u>At the End of the Policy Year</u></b>						
<b>Policy Year</b>	<b>Guaranteed Minimum Interest Rate during the Policy Year</b>	<b>Premium at Beginning of the Policy Year</b>	<b>Attained Age</b>	<b>Accumulated Value</b>	<b>Cash Surrender Value</b>	<b>Surrender Charge Percentage</b>
1	[3.00%]	\$2,000.00	[36]	[2,060.00]	[1915.80]	7.00%
2	[3.00%]	0.00	[37]	[2,121.80]	[1,994.49]	6.00%
3	[3.00%]	0.00	[38]	[2,185.45]	[2,076.18]	5.00%
4	[3.00%]	0.00	[39]	[2,251.02]	[2,160.98]	4.00%
5	[3.00%]	0.00	[40]	[2,318.55]	[2,248.99]	3.00%
6	[3.00%]	0.00	[41]	[2,388.10]	[2,340.34]	2.00%
7	[3.00%]	0.00	[42]	[2,459.75]	[2,435.15]	1.00%
8	[3.00%]	0.00	[43]	[2,533.54]	[2,533.54]	0%
9	[3.00%]	0.00	[44]	[2,609.55]	[2,609.55]	0%
10	[3.00%]	0.00	[45]	[2,687.83]	[2,687.83]	0%
11	[3.00%]	0.00	[46]	[2,768.47]	[2,768.47]	0%
12	[3.00%]	0.00	[47]	[2,851.52]	[2,851.52]	0%
13	[3.00%]	0.00	[48]	[2,937.07]	[2,937.07]	0%
14	[3.00%]	0.00	[49]	[3,025.18]	[3,025.18]	0%
15	[3.00%]	0.00	[50]	[3,115.93]	[3,115.93]	0%
16	[3.00%]	0.00	[51]	[3,209.41]	[3,209.41]	0%
17	[3.00%]	0.00	[52]	[3,305.70]	[3,305.70]	0%
18	[3.00%]	0.00	[53]	[3,404.87]	[3,404.87]	0%
19	[3.00%]	0.00	[54]	[3,507.01]	[3,507.01]	0%
20	[3.00%]	0.00	[55]	[3,612.22]	[3,612.22]	0%

## DEFINITIONS

**Rider** – a form containing language used to modify or add benefits to the original Policy.

**Accumulated Value** – the monetary value of the Policy before any Surrender Charges.

**Cash Surrender Value** – the monetary value of the Policy after any Surrender Charge(s).

**Surrender Charge(s)** – any charge(s) to the Policy's Accumulated Value for premature withdrawal of funds.

**Free Corridor** – this provision allows the Policy Owner to withdraw a portion of the Accumulated Value as of the end of the previous Policy Year without Surrender Charges.

**Policy Year** – the Policy Year begins on the Issue Date and ends on the day before the first policy anniversary. It then rolls from anniversary date to anniversary date minus one day until the policy terminates.

**Issue Date** – the Issue Date is the specific day, month, and year when this Policy was issued.

**Current Interest Rate** – the annual interest rate currently credited to the Contract. The Company has the right to change the Current Interest Rate on a periodic basis.

**Minimum Guaranteed Interest Rate** – the minimum annual interest rate that will be credited to the Contract in the case of a market downturn.

**Maturity Date** – the date by which a Settlement Option must be selected and annuity payments begun.

**Settlement Option** – Settlement Option is the method used to distribute the Accumulated Value once the Policy reaches the Maturity Date.

**Long-Term Care Benefit Rider** – a Rider that provides the Policy Owner access to cash if the Annuitant enters a long-term care facility. Up to 50% of the Accumulated Value may be accessed without a Surrender Charge. Documented proof of Annuitant's entry into a long-term care facility must be provided by that facility's director.

**Terminal Illness Benefit** – a Benefit that provides the Policy Owner access to cash if the Annuitant is diagnosed with a Terminal Illness. Up to 75% of the Accumulated Value may be withdrawn without a Surrender Charge. Documented proof of Terminal Illness diagnosis must be provided by the Annuitant's physician. The Terminal Illness Benefit cannot be activated in the first 12 months of the contract.

**Physician:** A licensed M.D. or D.O. acting within the scope of the license. Physician does not include: (a) You or Your spouse; or (b) the brother, sister, parent, or child of either You or Your spouse.

**Terminal Illness** – when the Annuitant is diagnosed as having 12 months or less life expectancy as determined by the Annuitant's physician.

**Joint Annuitants** – two Annuitants are allowed on this Policy if listed on the original application. The Death Benefit is payable upon the first death of the Joint Annuitants.

## POLICY BENEFITS

**Maturity Benefit.** If the Annuitant is living on the Maturity Date, the Company shall pay the Annuity Proceeds using one of the Settlement Options as directed by the Policy Owner. If no Settlement Option has been elected by the Policy Owner, the Company will make annuity payments under Settlement Option 4 (10 Years Certain and Life Thereafter).

**Death Benefit.** The Death Benefit of this Policy shall be the greater of:

- 1) the Policy's Cash Surrender Value; or the
- 2) Sum of the premiums paid, less any Indebtedness.

If the Annuitant dies prior to electing a Settlement Option, the Company will pay the Death Benefit in one lump sum to the Beneficiary. If more than one Beneficiary is alive when the Annuitant dies, they will be entitled to equal shares, unless otherwise stated in the Beneficiary designation. The Death Benefit will be paid within 30 days upon receipt of due proof of death of the Annuitant. If the Death Benefit is not paid within 30 days of such receipt, the Company shall also pay interest on the Death Benefit, as required by state law, from the date of death to the date payment is made.

If the Annuitant dies after electing a Settlement Option, then the Policy's remaining Cash Surrender Value will be distributed to the Beneficiary using the elected Settlement Option over a period not extending beyond the assumed life expectancy of the Beneficiary. Multiple Beneficiaries will receive distributions based upon their assumed life expectancies using the Annuitant's elected Settlement Option.

If a Beneficiary dies prior to complete distribution of the Death Benefit, then the Company will pay the Beneficiary's share of the remaining Cash Surrender Value in one lump sum to the estate of the Beneficiary.

**Terminal Illness Benefit. The waiver of Surrender Charge due to a covered terminal condition under this Benefit may be taxable and may affect Your eligibility for Medicaid or other government benefits or entitlements. You should consult Your personal tax and/or legal advisor before You request a waiver of Surrender Charge under this Benefit.**

After the first Contract Year and while the Contract is in force, You may request up to 75% of the Accumulation Value of the annuity fund without Surrender Charges if You provide proof satisfactory to Us that:

1. The Annuitant or Owner/Annuitant has a terminal condition as a result of an illness or physical condition that is reasonably expected to result in death within 12 months; and
2. The initial diagnosis of the terminal condition occurs after the end of the first Contract Year.

Proof satisfactory to Us includes a written statement from a Physician verifying 1 and 2 above.

**NOTE:** This Terminal Illness Benefit is a one-time withdrawal.

## PREMIUM

**Premiums.** The Premium for this Policy shall be as shown on the Policy Data Page plus any Additional Premium as accepted by the Company at the Company's sole discretion. All Premium is payable at the Home Office of the Company. Premium shall be credited to the Policy on the date that the Premium is accepted by the Company at the Home Office.

## POLICY VALUES

**Accumulated Value.** The Accumulated Value of this Policy shall be the Premium accepted by the Company, less any withdrawals, less any Indebtedness on this Policy, plus Interest credited by the Company, less any premium taxes or other charges required by law.

**Minimum Guaranteed Interest Rate.** The Minimum Guaranteed Interest Rate shall be 3% per annum.

**Interest.** The Interest credited to the Policy shall be determined by applying the greater of the Current Interest Rate or the Minimum Guaranteed Interest Rate. Interest will be calculated with due regard for the date Premium is credited to the Policy.

**Cash Surrender Value.** The Cash Surrender Value of this Policy shall be the Accumulated Value less any applicable Surrender Charge(s). The Company may defer payment of any Cash Surrender for a period not to exceed 6 months.

**Partial Surrender.** The Owner of this Policy may request a one-time Partial Surrender of no more than 50% of the current Accumulated Value. Surrender charges will be deducted from the Partial Surrender. A Partial Surrender may not be taken during the first 2 Policy Years.

**Free Corridor.** The Free Corridor in this Policy allows the Owner to withdraw up to 10% of the Accumulated Value as of the most recent Policy Anniversary date without Surrender Charge(s). It may be used only once per Policy Year and may not be used during the first Policy Year. Additionally, Free Corridor withdrawals will not be allowed if the Accumulated Value would decrease below 85% of the Accumulated Value as of the end of the first Policy Year. Other restrictions apply if a Policy Loan has been obtained on this Policy.

**Annual Report.** Once per year, the Company will send a report without charge to the last known address of the Owner showing all Premiums paid since the last Annual Report, the Current Interest Rate, the Accumulated Value, and the Cash Surrender Value.

## **POLICY LOANS AND INDEBTEDNESS**

**Policy Loan.** A Policy Loan may be obtained from the Company on the sole security of this Policy. The Policy Loan may not exceed 25% of the Accumulated Value as of the end of the last Policy Year and may not be taken out during the first Policy Year. A loan agreement approved by the Company must be executed by the Owner. The Company may defer granting a loan for a period not longer than 6 months. Any previous Policy Loan must be repaid before a new Policy Loan will be considered.

The Company will deduct from the Policy Loan interest in advance at the rate of 8% per annum to the end of the current Policy Year. Interest at the same rate will be payable in advance at the end of each Policy Year. Interest not paid when due will be added to the Policy Loan and will bear interest at the same rate. The interest rate charged on a Policy Loan shall not exceed the maximum rate allowed by the laws of the state in which this Policy is issued.

A Policy Loan may be repaid in full or in part at any time while this Policy is in force. Failure to repay a Policy Loan will not cause this Policy to terminate unless the Indebtedness equals or exceeds the Accumulated Value. In such case the Policy will terminate 31 days after the Company mails a notice of termination to the last known address of the Owner or any assignee of record.

**Indebtedness.** The Indebtedness on this Policy shall be the total outstanding Policy Loan with appropriate adjustments for interest due and unpaid or interest paid and unearned.

**Policy Loan and Free Corridor.** Free Corridor withdrawals are not allowed once a Policy Loan has been taken. Free Corridor withdrawals may resume after all Indebtedness on this Policy has been repaid.

## **GENERAL PROVISIONS**

**Entire Contract.** This Entire Contract, made between the Owner and the Company, is this Policy, any Rider(s) attached by the Company, and the original signed application. All statements made by the Owner and Annuitant shall, in the absence of fraud, be deemed to be representations and not warranties.

FORMFXANY-0508

**Issue Age.** The Issue Age is the Annuitant's age nearest birthday as of the Issue Date. Unless otherwise provided, Age at any other date means the age nearest birthday as of that date.

**Misstatement of Age.** If the Age has been misstated, the benefit payable shall be such as would have been available at the correct Age.

**Ownership.** The Owner of this Policy shall be as stated in the application or by later endorsement to this Policy. All benefits, rights and privileges available under this Policy while the Annuitant is living are vested in the Owner. The Owner may appoint a new Owner with the Company's consent.

**Assignment.** The Owner may assign this Policy. The assignment will take effect when it is received by the Company. The Company will not be responsible for the validity or effect of any such Assignment.

**Modification.** Only the President or Secretary of the Company has the right to modify the provisions of this Policy, and then only in writing. No other person may change this Policy in any way.

**Incontestability.** This Policy shall be incontestable after it has been in force during the lifetime of the Annuitant for 2 years from the Issue Date.

**Beneficiary.** The Beneficiary is as named in the application. Written request for Beneficiary change(s) will be effective when received by the Company, subject to any rights of an irrevocable Beneficiary. Such change will not affect any payment made by the Company before the effective date of such change. If there is no living Beneficiary on the date payment is due, then the Company will pay the estate of the Annuitant.

**Joint Annuitant.** If the Policy application shall show two or more persons as Annuitants, then they shall be considered as Joint Annuitants. Any Death Benefits payable under this policy shall then become payable upon the first death of the Joint Annuitants.

**Consumer Complaint.** Should you have a complaint, please contact our Policy Service Department. You may call us at (800) 264-5191 between the hours of 8:00 AM and 4:30 PM CST, Monday through Friday,

except holidays. You may also email us at [service@first-gic.com](mailto:service@first-gic.com) and we will respond promptly. Should you have a complaint that is not resolved, you may contact the Arkansas Insurance Department at (800) 852-5494.

## **SETTLEMENT OPTIONS**

**Annuity Proceeds.** On the Maturity Date, the Annuity Proceeds of this Policy are equal to the Accumulated Value at that date.

**Election of Options.** The Owner may elect any of the Settlement Options listed below or any other Settlement Option as agreed by the Company, in writing, prior to the death of the Annuitant.

OPTION 1. Annuity Proceeds paid in one lump sum.

OPTION 2. Annuity Proceeds left on deposit with the Company at an interest rate equal to the greater of the Minimum Guaranteed Interest Rate or the Current Interest Rate. Another Settlement Option may be elected by the Annuitant at any time.

OPTION 3. Annuity Proceeds applied to purchase any Policy available from the Company on the life of the Annuitant subject to the Annuitant's insurability.

OPTION 4. Annuity Proceeds applied to purchase a monthly income for a 10 year period certain and as long thereafter as the payee may live in accordance with the Option 4 Table. Once Option 4 has been elected, no change of Settlement Option may be made. The Company shall have the right to require proof of age of the payee and may, as a condition of payment, require proof that the payee is living on the date of any payment due.

# OPTION 4 TABLE

10 Years Certain and Life Thereafter  
Monthly Income for Each \$1,000 of Annuity Proceeds

MALE LIVES		FEMALE LIVES	
AGE	RATE	AGE	RATE
65	5.48	65	5.07
66	5.62	66	5.20
67	5.77	67	5.33
68	5.92	68	5.47
69	6.07	69	5.62
70	6.23	70	5.78
71	6.39	71	5.94
72	6.56	72	6.11
73	6.73	73	6.29
74	6.90	74	6.48
75	7.08	75	6.67
76	7.25	76	6.86
77	7.43	77	7.06
78	7.61	78	7.26
79	7.78	79	7.46
80	7.95	80	7.66
81	8.11	81	7.86
82	8.27	82	8.05
83	8.42	83	8.23
84	8.56	84	8.40
85	8.69	85	8.55
86	8.81	86	8.70
87	8.92	87	8.83
88	9.02	88	8.95
89	9.12	89	9.05
90	9.20	90	9.15
91	9.28	91	9.23
92	9.34	92	9.30
93	9.40	93	9.36
94	9.45	94	9.42
95	9.49	95	9.47

ANNUITY 2000 MORTALITY TABLE 3%

# FIRST GUARANTY INSURANCE COMPANY

ASHDOWN, ARKANSAS  
A LEGAL RESERVE COMPANY  
(870) 898-5191

## LONG-TERM CARE BENEFIT RIDER

**The waiver of Surrender Charge due to a covered Long-Term Care Facility confinement under this Rider may be taxable and may affect Your eligibility for Medicaid or other government benefits or entitlements. You should consult Your personal tax and/or legal advisor before You request a waiver of Surrender Charge under this Rider.**

Owner: [ John Doe ]  
Annuitant: [ John Doe ]  
Rider Effective Date: [ 00/00/00 ]

Contract Number: [ 123456 ]

The Contract is amended as follows:

1. The **“Definitions”** section of the Policy is amended to add the following definitions:

**Nurse:** A (a) registered nurse (R.N.); (b) licensed practical nurse (LPN); or (c) licensed vocational nurse (LVN); licensed in the state in which the Long-Term Care Facility is doing business.

**Long-Term Care Facility:** A facility or part of a facility (such as a hospital or other clinical institution) that:

- a) has as its main function providing of skilled, intermediate, or custodial care;
- b) is operated and licensed as a skilled nursing home or intermediate care facility according to the laws of the state in which it is doing business;
- c) provides 24-hour per day nursing care to at least three persons by, or supervised by, a Nurse on duty or on-call at all times;
- d) is supervised by a Physician; and
- e) keeps an ongoing medical record of each patient in accordance with generally-accepted professional standards and practices.

Long-Term Care Facility does not include a place used primarily for: (a) rest; (b) care and treatment of mental diseases or disorders, drug addiction or substance abuse, or alcoholism; or (c) day care. Long-Term Care Facility also does not include: (a) retirement homes or community living centers; (b) homes for the aged; and (c) facilities primarily affording custodial, educational or rehabilitative care.

2. The **“Policy Benefits”** section is amended to add the following provision:

### LONG-TERM CARE BENEFIT

While the Contract is in force, You may request up to 50% of the Accumulation Value of the annuity fund without Surrender Charges if the Annuitant enters a Long-Term Care Facility. Proof of entry into a Long-Term Care Facility by the facility director must be provided.

**NOTE:** Withdrawals under this Long-Term Care Benefit Rider may be done once per Contract Year while the Contract is in force.

**PART OF CONTRACT:** This Rider is part of the Contract/Policy to which it is attached. All Contract/Policy terms will apply to this Rider unless they: (a) have been changed by this Rider; and (b) conflict with this Rider.

**FIRST GUARANTY INSURANCE COMPANY**

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President

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Secretary

**DEFERRED ANNUITY APPLICATION • First Guaranty Insurance Company • PO Box 848, Ashdown, AR 71822**

NOTE: PLEASE PRINT ALL INFORMATION (870) 898-5191 • (800) 264-5191

Owner: \_\_\_\_\_ SS#: \_\_\_\_\_

Primary Beneficiary:	Name: _____	Relationship: _____	Social Security #: _____
	Name: _____	Relationship: _____	Social Security #: _____
Contingent Beneficiary:	Name: _____	Relationship: _____	Social Security #: _____
	Name: _____	Relationship: _____	Social Security #: _____

Does the annuitant have existing Life Insurance coverage?  YES  NO  
 Does the Annuitant intend to cancel or replace any existing Life Insurance policy in connection with this annuity application?  YES  NO

Annuitant's Full Name: \_\_\_\_\_ LAST \_\_\_\_\_ FIRST \_\_\_\_\_ MIDDLE \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip+4: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Phone: \_\_\_\_\_ Sex:  M  F DOB: \_\_\_\_\_ Age: \_\_\_\_\_

Joint Annuitant, if any: \_\_\_\_\_ LAST \_\_\_\_\_ FIRST \_\_\_\_\_ MIDDLE \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip+4: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Phone: \_\_\_\_\_ Sex:  M  F DOB: \_\_\_\_\_ Age: \_\_\_\_\_

Payor, if other than Annuitant: \_\_\_\_\_ LAST \_\_\_\_\_ FIRST \_\_\_\_\_ MIDDLE \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip+4: \_\_\_\_\_

**Annuity Type:**  Flexible Premium  Single Premium

**Amount Paid with Application:** \$ \_\_\_\_\_ **Flexible Premium mode:**  B  M  Q  S  A

If Bank Draft, then complete Bank Draft Card before submission.

Plan Type:  Non-Qualified  Traditional IRA  TSA / 403(b)  IRC Sec. 457

Note: If it is a Qualified Plan, enter tax year for which contribution applies: \_\_\_\_\_

**FOR HOME OFFICE ENDORSEMENT ONLY**

On behalf of myself and of any person who shall have or claim any interest in any contract issued on this application, I represent that all statements and answers contained herein are full, complete and true as written and are correctly recorded. I expressly agree as follows:

This Application and any contract issued on it shall constitute the entire contract of insurance. No person other than the President or Secretary of the Company can act for it or make, modify or discharge any part of the contract or waive any of the Company's rights and requirements. The Company is authorized to amend this Application by an appropriate notation in the space designated "For Home Office Endorsement Only" in order to correct apparent errors or omissions and in order to conform it with the form and content of the contract that may be issued.

The Owner is authorized to assign this Contract.

Dated at: \_\_\_\_\_ CITY, STATE \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ MONTH, YEAR \_\_\_\_\_

Witnessed by: \_\_\_\_\_ AGENT 1 SIGNATURE, AGENT # \_\_\_\_\_

**Full Signature of Annuitant:**  \_\_\_\_\_

2<sup>nd</sup> Agent (if applicable): \_\_\_\_\_ AGENT 2 SIGNATURE, AGENT # \_\_\_\_\_

Joint Annuitant (if applicable):  \_\_\_\_\_

WHITE COPY – HOME OFFICE PINK COPY - CUSTOMER

Initial Premium / Single Premium Receipt  
First Guaranty Insurance Company  
P. O. Box 848, Ashdown, AR 71822  
(870) 898-5191 (800) 264-5191

Date: \_\_\_\_\_  
MONTH DAY YEAR

Received of: \_\_\_\_\_

Payment: \_\_\_\_\_ /100 Dollars: (\$ . )

Annuitant: \_\_\_\_\_

Funeral Home: \_\_\_\_\_

Agent 1: \_\_\_\_\_ Agent 2: \_\_\_\_\_

Agent 1 Phone: \_\_\_\_\_ Agent 2 Phone: \_\_\_\_\_

**FRAUD STATEMENT**

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 may be guilty of a crime and subject to fines and confinement in prison.



SERFF Tracking Number: LWEL-125978888 State: Arkansas  
Filing Company: First Guaranty Insurance Company State Tracking Number: 41349  
Company Tracking Number: FORMFXANY-0508  
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium  
Variable  
Product Name: Flexible Premium Deferred Annuity  
Project Name/Number: Flexible Premium Deferred Annuity/FORMFXANY-0508

## Supporting Document Schedules

**Review Status:** 01/07/2009

**Satisfied -Name:** Certification/Notice

**Comments:**

**Attachments:**  
Certification of Compliance.pdf  
First Guaranty-readability-cert-AR.pdf  
AR Imp Information Notice.pdf

**Review Status:** 01/07/2009

**Satisfied -Name:** Application

**Comments:**  
Application form is attached under the "Form Schedule" tab.

**Review Status:** 01/14/2009

**Satisfied -Name:** Authorization Form

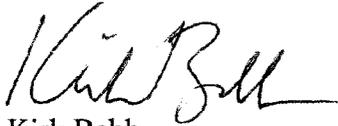
**Comments:**

**Attachment:**  
FGAuthorizationLetter.pdf

**Arkansas – Rule and Regulation 19  
Certification of Compliance**

Please accept our assurances that this submission meets the provisions of Regulation 19 along with all other applicable requirements of the Arkansas Insurance Department.

First Guaranty Insurance Company

A handwritten signature in black ink, appearing to read "Kirk Babb". The signature is fluid and cursive, with a prominent initial "K" and a long, sweeping tail.

Kirk Babb  
President

First Guaranty Insurance Company

Date: 01/08/09

January 14, 2009

State of Arkansas

Re: Readability Certification for Policy Forms

To Whom It May Concern:

Pursuant to Statutes and Regulations and within the authorization granted to Lewis & Ellis, Inc. to file products on behalf of First Guaranty Insurance Company, I hereby certify that the policy forms contained within this filing achieved the following scores:

<b>Form Number</b>	<b>Flesch Score</b>
FORMFXANY-0508, et al	53.5



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Rebecca Ewing, FLMI, HIA, ACS, ACP  
Compliance Consultant  
Lewis & Ellis, Inc. – Actuaries and Consultants

**IMPORTANT INFORMATION FOR  
ARKANSAS POLICYOWNERS**

If you have questions about your policy or a claim you have filed, please contact your insurance company or your agent:

First Guaranty Insurance Company  
P.O. Box 848  
Ashdown, Arkansas 71822

Telephone: 1-800-264-5191

Agent \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone \_\_\_\_\_

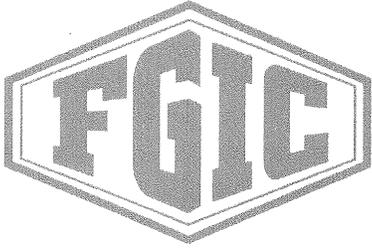
If you are unable to resolve a problem with your insurance company or your agent, you may contact the Arkansas Department of Insurance:

Arkansas Insurance Department  
Consumer Services Division  
1200 West Third Street  
Little Rock, AR 72201-1804

Telephone: 1-800-852-5494  
1-501-371-2640

E-Mail: [Insurance@mail.state.ar.us](mailto:Insurance@mail.state.ar.us)  
Web Site: [www.state.ar.us/insurance](http://www.state.ar.us/insurance)

AF-NOTICE-AR



# First Guaranty Insurance Company

Carrier of Life, Annuity, and Final Expense Insurance Products

351 North Third Street • Post Office Box 848  
Ashdown, Arkansas 71822  
(870) 898-5191 • Toll Free (800) 264-5191

January 8, 2009

Lewis & Ellis, Inc.  
P.O. Box 851857  
Richardson, TX 75085-1857

This letter or a copy thereof, confirms the authority of the actuarial consulting firm of Lewis & Ellis, Inc. to submit on behalf of First Guaranty Insurance Company (the Company), the required forms and rates for any insurance products to the insurance departments of those jurisdictions in which the company is licensed, and to represent the Company in the negotiation of the approval of said forms and rates, including the provision of necessary assurances and commitments regarding specific conditions of the forms to secure said approvals.

This authorization is to be effective until revoked in writing by an authorized representative of First Guaranty Insurance Company.

Sincerely,

Kirk Babb  
President  
First Guaranty Insurance Company