

SERFF Tracking Number: FRTH-126341708 State: Arkansas
 Filing Company: Forethought Life Insurance Company State Tracking Number: 43809
 Company Tracking Number:
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.003 Single Premium
 Variable and Variable
 Product Name: Single Premium Deferred Annuity
 Project Name/Number: FA1001SPDAX-01 - series modification/FA1001SPDAX-01 - series modification

Filing at a Glance

Company: Forethought Life Insurance Company

Product Name: Single Premium Deferred Annuity SERFF Tr Num: FRTH-126341708 State: Arkansas

TOI: A02.11 Individual Annuities- Deferred Non- Variable and Variable SERFF Status: Closed-Approved- Closed State Tr Num: 43809

Sub-TOI: A02.11.003 Single Premium Filing Type: Form Co Tr Num: State Status: Approved-Closed Reviewer(s): Linda Bird

Author: Kasey Poettker

Disposition Date: 10/21/2009

Date Submitted: 10/16/2009

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: FA1001SPDAX-01 - series modification

Status of Filing in Domicile: Pending

Project Number: FA1001SPDAX-01 - series modification

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 10/21/2009

Explanation for Other Group Market Type:

State Status Changed: 10/21/2009

Deemer Date:

Created By: Kasey Poettker

Submitted By: Kasey Poettker

Corresponding Filing Tracking Number:

Filing Description:

We are filing a modification to an existing contract, FA1001SPDAX-01, already approved by your department via SERFF #125922428, approved 1/13/09. The intent of this filing is to enable the use of the Guaranteed Lifetime Income Benefit factors that vary by attained age as of the date of a Guaranteed Lifetime Income Benefit election. This will apply to new business only.

We are filing the following forms that would be affected by this change for your review:

SERFF Tracking Number: FRT-126341708 State: Arkansas
 Filing Company: Forethought Life Insurance Company State Tracking Number: 43809
 Company Tracking Number:
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.003 Single Premium
 Variable and Variable
 Product Name: Single Premium Deferred Annuity
 Project Name/Number: FA1001SPDAX-01 - series modification/FA1001SPDAX-01 - series modification

FA3006-01 – Single Premium Deferred Annuity Application. This application is virtually identical to FA3004-01 which was filed and approved with the above-mentioned product. The only change made is that we have revised the title of the form.

FA1003BSPDAX-02, FA1003CSPDAX-02 and FA1003DSPDAX-02, Revised Contract Data Pages – these pages of the contract have been revised to reflect the changes.

FA5064SPDAX-01 - revised Disclosure Statement

FA5045SPDAX-02 – revised Statement of Variability

To the best of my knowledge and belief, these forms comply with the requirements of your state. Any required certification and/or fees are attached to or otherwise associated with this filing.

Thank you.

Company and Contact

Filing Contact Information

Kasey Poettker, Compliance Analyst kasey_poettker@forethought.com
 1 Forethought Center 812-933-6748 [Phone]
 Batesville, IN 47006 812-933-6348 [FAX]

Filing Company Information

Forethought Life Insurance Company	CoCode: 91642	State of Domicile: Indiana
1 Forethought Center	Group Code: 1266	Company Type: Insurance
Batesville, IN 47006	Group Name:	State ID Number:
(800) 648-0075 ext. [Phone]	FEIN Number: 06-1016329	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$100.00
Retaliatory?	No
Fee Explanation:	5 FORMS x \$20.00 PER FORM
Per Company:	No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Forethought Life Insurance Company	\$100.00	10/16/2009	31334900

SERFF Tracking Number: *FRTH-126341708* State: *Arkansas*
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	10/21/2009	10/21/2009

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Life & Annuity - Acturial Memo	Kasey Poettker	10/19/2009	10/19/2009

SERFF Tracking Number: *FRTH-126341708* State: *Arkansas*
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document (revised)	Life & Annuity - Acturial Memo		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Form	SINGLE PREMIUM DEFERRED APPLICATION		Yes
Form	CONTRACT DATA PAGE		Yes
Form	CONTRACT DATA PAGE		Yes
Form	CONTRACT DATA PAGE		Yes
Form	DISCLOSURE STATEMENT		Yes

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Amendment Letter

Submitted Date: 10/19/2009

Comments:

I inadvertently forgot to attach the actuarial memorandum for this filing.

Thank you.

Changed Items:

Supporting Document Schedule Item Changes:

Satisfied -Name: Life & Annuity - Acturial Memo

Comment:

Income 125 Actuarial Memorandum v01 with Appendices.pdf

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Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	A3006-01	Application/ Enrollment Form	SINGLE PREMIUM DEFERRED APPLICATION	Initial		50.000	Income 125 FA3006-01 Application 101609.pdf
	FA1003BS PDAX-02	Policy/Contract Certificate	CONTRACT DATA PAGE	Initial		0.000	FA1003BSPD AX-02 PAGE 3B 1009.pdf
	FA1003CS PDAX-02	Policy/Contract Certificate	CONTRACT DATA PAGE	Initial		0.000	FA1003CSPD AX-02 PAGE 3C 1009.pdf
	FA1003DS PDAX-02	Policy/Contract Certificate	CONTRACT DATA PAGE	Initial		0.000	FA1003DSPD AX-02 PAGE 3D 1009.pdf
	FA5064SP DAX-01	Other	DISCLOSURE STATEMENT	Initial		51.900	FA5064SPDAX-01 Income 125 Disclosure Statement - age rated GLIB 101609.pdf

(Please Print)

1. OWNER

First Name		Middle Initial	Last Name		
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Date of Birth (mm/dd/yyyy)		Age	Social Security Number - -
Mailing Address			Residential Address (if different than Mailing Address)		
City			State	Zip Code	Country of Citizenship
Phone Number (home)		Phone Number (work)		E-mail Address	

JOINT OWNER (Non-Qualified Only – Generally, it is advisable that the Joint Owner be the Spouse of the Owner.)

First Name		Middle Initial	Last Name		
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Relationship to Owner	Date of Birth (mm/dd/yyyy)	Age	Social Security Number - -
Mailing Address			Residential Address (if different than Mailing Address)		
City			State	Zip Code	Country of Citizenship
Phone Number (home)		Phone Number (work)		E-mail Address	

TRUST **CORPORATION** **PARTNERSHIP**

Full Name					
Phone Number			Tax or Employer ID Number		
Mailing Address			Street Address (if different than Mailing Address)		
City			State	Zip Code	Country of Citizenship
If Trust is Named, Provide Trustee's Full Name				Date Trust Established	

2. ANNUITANT (Complete only if the Owner and Annuitant are different.)

First Name		Middle Initial	Last Name		
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Relationship to Owner	Date of Birth (mm/dd/yyyy)	Age	Social Security Number - -
Mailing Address			Residential Address (if different than Mailing Address)		
City			State	Zip Code	Country of Citizenship
Phone Number (home)		Phone Number (work)		E-mail Address	

JOINT ANNUITANT

First Name		Middle Initial	Last Name		
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Relationship to Owner	Date of Birth (mm/dd/yyyy)	Age	Social Security Number - -
Mailing Address			Residential Address (if different than Mailing Address)		
City			State	Zip Code	Country of Citizenship
Phone Number (home)		Phone Number (work)		E-mail Address	

3. BENEFICIARY INFORMATION (Beneficiary proceeds will be split equally if no percentages are provided. Primary and Contingent Beneficiary percentage designation(s) must be in whole percentages only and each total 100%.)

Primary

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

Primary **Contingent**

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

Primary **Contingent**

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

Primary **Contingent**

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

Please use section 4 if you require additional Beneficiary space.

4. SPECIAL INSTRUCTIONS AND REMARKS

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5. ANNUITY TYPE *(Select One)*

Type of Annuity Requested: Non-Qualified

Tax Qualified Plans:

IRA
 Roth IRA

If applicable, has the Required Minimum Distribution for the current tax year been met? Yes No

6. PREMIUM PAYMENT

Premium Amount Remitted with Application: \$ _____

Estimated Premium Amount of 1035 Exchange/Transfer: \$ _____

Source of Premium Payment: Check Wire 1035 Exchange/Transfer
(Payable to: Forethought Life Insurance Company)

7. STRATEGY(IES) ALLOCATIONS

PREMIUM ALLOCATION DIRECTION *(Minimum of \$10,000 per Allocation.)*

FIXED and INDEXED ACCOUNT STRATEGIES:

Whole Percentages Only

<input type="checkbox"/> Fixed Account Strategy	<input type="text"/>	%
<input type="checkbox"/> Annual Cap with Monthly Averaging Index Strategy	<input type="text"/>	%
<input type="checkbox"/> Monthly Point-to-Point with Cap Index Strategy	<input type="text"/>	%
<input type="checkbox"/> One Year Point-to-Point with Cap Index Strategy	<input type="text"/>	%
Total Must =		100 %

8. OPTIONAL RIDER(S)

Increased Death Benefit Guarantee Rider

This Rider can not be elected if:

- 1) The oldest Owners 76th birthday occurs on or before the issue date of this policy; or
- 2) A Joint Owner is not the spouse of the Owner; or
- 3) The Owner is a non-natural person and a Joint Annuitant is not the spouse of the Annuitant.

9. STATE REQUIRED NOTICES

AR, DC, HI, KY, LA, MA, ME, ND, NM, OH, OK, PA, SD, TN, TX and WA Residents

Any person who knowingly and with intent to injure, defraud or deceive any insurance company, submits an application for insurance containing any materially false, incomplete, or misleading information, or conceals for the purpose of misleading, any material fact, is guilty of insurance fraud, which is a crime and in certain states, a felony. Penalties may include imprisonment, fine, denial of benefits, or civil damages.

AZ Residents

On receiving your written request, we will provide you with information regarding the benefits and provisions of the annuity contract for which you have applied. If you are not satisfied, you may cancel your contract by returning it within 20 days after the date you receive it. Any premium paid for the returned contract will be refunded without interest.

CA Residents – Reg. 789.8

The sale or liquidation of any asset in order to buy insurance, either life insurance or an annuity contract, may have tax consequences. Terminating any life insurance policy or annuity contract may have early withdrawal penalties or other costs or penalties, as well as tax consequences. You may wish to consult independent legal or financial advice before the sale or liquidation of any asset and before the purchase of any life insurance or annuity contract.

CO Residents

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

FL Residents

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.

NJ Residents

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

VA Residents

Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated the state law.

10. OWNER/JOINT OWNER IDENTITY VERIFICATION

Under Federal law, we are required to verify the identity of all new annuity contract Owner(s). Owner information and verification of the identity of all new Owners must be provided. Failure to complete this section will delay or prevent the issuance of the annuity contract. We will ask to see your driver's license, passport, or other government-issued photo identification that will allow us to verify your identity.

Owner		Joint Owner (If any)	
Check One Form of ID:		Check One Form of ID:	
Individual Owner	Non-Individual Owner	Individual Owner	Non-Individual Owner
<input type="checkbox"/> Driver's License	<input type="checkbox"/> Certified Articles of Incorporation	<input type="checkbox"/> Driver's License	<input type="checkbox"/> Certified Articles of Incorporation
<input type="checkbox"/> Passport	<input type="checkbox"/> Partnership Agreement	<input type="checkbox"/> Passport	<input type="checkbox"/> Partnership Agreement
<input type="checkbox"/> Other _____	<input type="checkbox"/> Trust Document	<input type="checkbox"/> Other _____	<input type="checkbox"/> Trust Document
_____	_____	_____	_____
ID Number	State/Country of Issuance	ID Number	State/Country of Issuance
_____	_____	_____	_____
ID Expiration Date		ID Expiration Date	

For an annuity contract owned by a corporation, association, partnership or trust, customer identification may require that articles of incorporation, partnership agreement or trust document be provided to us. Such documentation will be retained solely for the purposes of customer identification and we accept no responsibility for the enforcement or administration of any of the terms thereof.

12. AGENT DECLARATIONS AND SIGNATURES

Primary Agent Name (Print)				
Address		City	State	Zip Code
Phone Number (home)		E-mail Address		
Business or Institution Name		Business or Institution Phone Number		
Social Security Number	License Number		Agent Number	

I declare that: (a) the application was signed and dated by the Owner(s) and by the Annuitant(s), if not the Owner(s), after all answers and information were recorded herein; and (b) I have truly and accurately recorded on this form all of the information provided by the Owner(s) and the Annuitant(s), if not the Owner(s).

Yes To the best of my knowledge, the annuity contract applied for is intended to replace or change existing life insurance policies or annuity contracts. If replacement or change is involved, I have attached the appropriate Replacement form for the Owner(s) and will return with the application.

No

I certify that the appropriate Disclosure Statement and a *Buyer's Guide to Fixed Deferred Annuities with Appendix for Equity-Indexed Annuities* have been provided to the Applicant(s). I have not made any statements that differ from this material nor have I made any promises about the expected future equity values of this annuity contract.

Initials

I certify that in states with suitability requirements that apply to this annuity: (a) the requirements have been met; (b) I have completed the suitability section of the appropriate disclosure statement with the applicant(s); (c) a copy of that form has been left with the applicant(s); and (d) a copy of the form is enclosed with this application.

Initials

I certify that I personally met with the Owner(s), reviewed the government issued identification described in section 10, OWNER/JOINT OWNER IDENTITY VERIFICATION, and verified to the best of my knowledge and belief, that the information accurately reflects the identity of the Owner(s).

Initials

Primary Agent Signature

Date

Signed At (City, State)

FORETHOUGHT LIFE INSURANCE COMPANY HOME OFFICE USE ONLY

Forethought Destination Indexed AnnuitiesSM
Single Premium Deferred Annuity Application

Forethought Life Insurance Company
One Forethought Center
P.O. Box 246
Batesville, IN 47006-0246

MINIMUM GUARANTEED CONTRACT WITHDRAWAL VALUE PREMIUM FACTOR:	(87.5%)
MINIMUM GUARANTEED CONTRACT WITHDRAWAL VALUE INTEREST RATE:	
FIXED ALLOCATIONS:	(3.00%)
INDEXED ALLOCATIONS:	(2.00%)

STRATEGY(IES) AND PREMIUM ALLOCATIONS SELECTED:

FIXED ACCOUNT STRATEGY:

ALLOCATED PREMIUM:	(\$50,000.00)
ALLOCATION PERCENTAGE:	(20.00%)
STRATEGY TERM:	1 Year
GUARANTEED ANNUAL FIXED ACCOUNT INTEREST RATE:	(3.00%)
INTEREST GUARANTEE PERIOD:	1 Year
MINIMUM GUARANTEED ANNUAL FIXED ACCOUNT INTEREST RATE:	1.00%

INDEXED ACCOUNT STRATEGY(IES):

ANNUAL CAP WITH MONTHLY AVERAGING

ALLOCATED PREMIUM:	(\$50,000.00)
ALLOCATION PERCENTAGE:	(20.00%)
STRATEGY TERM:	1 Year
ANNUAL INDEX CAP	(5.00%)
MINIMUM GUARANTEED ANNUAL INDEX CAP:	3.00%

ANNUAL SPREAD WITH MONTHLY AVERAGING

ALLOCATED PREMIUM:	(\$50,000.00)
ALLOCATION PERCENTAGE:	(20.00%)
STRATEGY TERM:	1 Year
ANNUAL INDEX SPREAD:	(2.50%)
MAXIMUM GUARANTEED ANNUAL INDEX SPREAD:	15.00%

ONE YEAR POINT-TO-POINT WITH CAP

ALLOCATED PREMIUM:	(\$50,000.00)
ALLOCATION PERCENTAGE:	(20.00%)
STRATEGY TERM:	1 Year
ANNUAL INDEX CAP:	(5.00%)
MINIMUM GUARANTEED ANNUAL INDEX CAP:	3.00%

MONTHLY POINT-TO-POINT WITH CAP

ALLOCATED PREMIUM:	(\$50,000.00)
ALLOCATION PERCENTAGE:	(20.00%)
STRATEGY TERM:	1 Year
MONTHLY INDEX CAP:	(1.50%)
MINIMUM GUARANTEED MONTHLY INDEX CAP:	0.50%

GUARANTEED LIFETIME INCOME BENEFIT:

GUARANTEED LIFETIME INCOME BENEFIT FACTORS:

<u>Attained Age On the Option Date</u>	<u>Level Options</u>		<u>Increasing Options</u>	
	<u>Single Life Income Option</u>	<u>Joint Life Income Option</u>	<u>Single Life Income Option</u>	<u>Joint Life Income Option</u>
[0-59]	[5%]	[4%]	[4%]	[3%]
[60]	[5%]	[4%]	[4%]	[3%]
[61]	[5%]	[4%]	[4%]	[3%]
[62]	[5%]	[4%]	[4%]	[3%]
[63]	[5%]	[4%]	[4%]	[3%]
[64]	[5%]	[4%]	[4%]	[3%]
[65]	[5%]	[4%]	[4%]	[3%]
[66]	[5%]	[4%]	[4%]	[3%]
[67]	[5%]	[4%]	[4%]	[3%]
[68]	[5%]	[4%]	[4%]	[3%]
[69]	[5%]	[4%]	[4%]	[3%]
[70]	[5%]	[4%]	[4%]	[3%]
[71]	[6%]	[5%]	[5%]	[4%]
[72]	[6%]	[5%]	[5%]	[4%]
[73]	[6%]	[5%]	[5%]	[4%]
[74]	[6%]	[5%]	[5%]	[4%]
[75]	[6%]	[5%]	[5%]	[4%]
[76]	[6%]	[5%]	[5%]	[4%]
[77]	[6%]	[5%]	[5%]	[4%]
[78]	[6%]	[5%]	[5%]	[4%]
[79]	[6%]	[5%]	[5%]	[4%]
[80]	[6%]	[5%]	[5%]	[4%]
[81]	[7%]	[6%]	[6%]	[5%]
[82]	[7%]	[6%]	[6%]	[5%]
[83]	[7%]	[6%]	[6%]	[5%]
[84]	[7%]	[6%]	[6%]	[5%]
[85]	[7%]	[6%]	[6%]	[5%]
[86]	[7%]	[6%]	[6%]	[5%]
[87]	[7%]	[6%]	[6%]	[5%]
[88]	[7%]	[6%]	[6%]	[5%]
[89]	[7%]	[6%]	[6%]	[5%]
[90]	[7%]	[6%]	[6%]	[5%]
[91]	[7%]	[6%]	[6%]	[5%]
[92]	[7%]	[6%]	[6%]	[5%]
[93]	[7%]	[6%]	[6%]	[5%]
[94]	[7%]	[6%]	[6%]	[5%]
[95]	[7%]	[6%]	[6%]	[5%]
[96]	[7%]	[6%]	[6%]	[5%]
[97]	[7%]	[6%]	[6%]	[5%]
[98]	[7%]	[6%]	[6%]	[5%]
[99]	[7%]	[6%]	[6%]	[5%]
[100]	[7%]	[6%]	[6%]	[5%]

COST OF LIVING INCREASE FACTOR: (2.00%)
(APPLICABLE TO INCREASING LIFE INCOME OPTIONS)

GUARANTEED LIFETIME INCOME ACCOUNT PREMIUM FACTOR: (125.00%)
GUARANTEED LIFETIME INCOME ACCOUNT ACCUMULATION RATE: (5.00%)
INITIAL GUARANTEED LIFETIME INCOME ACCOUNT VALUE: (\$312,500.00)

WITHDRAWAL CHARGE PERIOD:

10 Years

TABLE OF WITHDRAWAL CHARGES

THE FOLLOWING CHARGES ARE ASSESSED AS A PERCENTAGE OF THE AMOUNT SUBJECT TO WITHDRAWAL CHARGES:

<u>CONTRACT YEAR</u>	<u>PERCENTAGE</u>
1	12%
2	12%
3	11%
4	10%
5	9%
6	8%
7	7%
8	6%
9	4%
10	2%
11 & LATER	0%

ANNUITY SERVICE CENTER:

**FORETHOUGHT LIFE INSURANCE COMPANY
ONE FORETHOUGHT CENTER
P.O. BOX 296
BATESVILLE, IN 47006-0296**

ENDORSEMENTS AND RIDERS ATTACHED TO THIS CONTRACT:

{ANNUAL CAP WITH MONTHLY AVERAGING}
{ANNUAL SPREAD WITH MONTHLY AVERAGING}
{ONE YEAR POINT-TO-POINT WITH CAP}
{MONTHLY POINT-TO-POINT WITH CAP}

INCREASED DEATH BENEFIT GUARANTEE RIDER

DEATH BENEFIT GUARANTEE RIDER ANNUAL CHARGE

DEATH BENEFIT GUARANTEE RIDER ANNUAL BENEFIT INCREASE

(1.00%)

(5.00%)

**FORETHOUGHT DESTINATION INDEXED ANNUITIESSM
DISCLOSURE STATEMENT
SINGLE PREMIUM DEFERRED ANNUITY CONTRACT
CONTAINS FIXED AND INDEXED STRATEGIES**

Thank you for applying for a Forethought Life Single Premium Deferred Annuity Contract series FA1001SPDAX-01 (may be referred to as Certificate series GA1001SPDAX-01 in some states). This is a summary of the features and benefits of your annuity provisions, but it is not part of your contract. Please read the following information carefully, sign, and return the original Disclosure Statement.

Annuity Contract: The Single Premium Deferred Annuity Contract with fixed and indexed interest strategies is issued by Forethought Life Insurance Company. This contract is intended for retirement funding or other long-term accumulation needs. Substantial contract-imposed penalties may apply to full and partial withdrawals in the first 10 years. Under current Federal tax law, interest credited is not taxed and income taxes are not due until monies are withdrawn. In addition to regular income tax, interest withdrawn prior to age 59½ may be subject to a 10% Federal penalty tax. Contract withdrawals are treated as coming from interest first.

There is no additional tax-deferral benefit for annuities purchased in an IRA, Roth IRA or other tax qualified plan, since these are already tax-deferred. Placing an annuity in an IRA, Roth IRA or other tax qualified plan will receive no additional tax advantage from the annuity. Therefore, in considering whether or not to purchase such an annuity, only consider the annuity's other features, including the availability of lifetime payments and guaranteed minimum contract values.

Premium: Your premium is credited to your contract on the issue date. (Contract Years are one-year periods beginning on each contract anniversary. The first Contract Year begins on the issue date.)

Accumulation Value: Your accumulation value, or Contract Value, equals the sum of the Fixed Account Strategy Value and the Indexed Account Strategy Values. There are no annual administrative fees, front-end sales charges or loads. There may be rider charges associated with any riders you have chosen to attach to your contract. Some states charge a premium tax. At our discretion, premium taxes may be deducted from your Contract Value if we are required to pay them.

Choice of Fixed Account Strategy and Indexed Account Strategy: The Forethought Life Single Premium Deferred Annuity Contract provides a choice of a fixed interest and indexed interest strategies. You specify how to allocate the premium between the strategies you select. Each strategy has company-declared factors used in calculating interest earnings for that strategy. These company-declared factors are set in advance and are guaranteed not to change during the Strategy Term. The Strategy Term of each strategy is 1 year. On each contract anniversary, you will be sent a report with information about your Contract Value. We may cease to offer a specific Indexed Account Strategy on a future contract anniversary, subject to the approval of the Insurance Department of the state in which this Contract was issued. We may offer additional strategies on a future contract anniversary, also subject to the approval of the Insurance Department of the state in which this Contract was issued.

Fixed Account Strategy: Daily interest, declared by us, is credited to the Fixed Account Strategy Value at a rate guaranteed not to change during the Strategy Term. The minimum guaranteed annual interest rate for this account is 1.00% per annum.

Indexed Account Strategies:

{ Annual Cap with Monthly Averaging

This index method credits interest at the end of each 1 year Strategy Term based on the average monthly percentage change in the S&P 500 Index since the beginning of the Strategy Term, but not to exceed a percentage change (called the Annual Index Cap). The Annual Index Cap is declared in advance and is guaranteed not to change during the Strategy Term. The guaranteed minimum Annual Index Cap is 3% for this strategy. }

{ One Year Point-to-Point with Cap

This index method credits interest at the end of each 1 year Strategy Term based on the percentage change in the S&P 500 Index since the beginning of the Strategy Term, but not to exceed a percentage change (called the Annual Index Cap). The Annual Index Cap is declared in advance and is guaranteed not to change during the Strategy Term. The guaranteed minimum Annual Index Cap is 3% for this strategy. }

{ Monthly Point-to-Point with Cap

This index method credits interest at the end of each 1 year Strategy Term. The rate of interest is the sum of the percentage changes in the S&P 500 Index in each of the 12 monthly periods during the 1 year Strategy Term. Each monthly percentage change included in this sum is limited to a maximum amount called a Monthly Index Cap. The Monthly Index Cap is declared in advance and is guaranteed not to change during the Strategy Term. The minimum guaranteed Monthly Index Cap is 0.50%. }

Allocation of Premium: The Forethought Life Single Premium Deferred Annuity Contract provides a choice of how you allocate your premiums among the fixed interest and indexed interest strategies. You choose your premium allocation percentages at issue.

Reallocation of Contract Value: You may reallocate your Contract Value among the Fixed and Indexed Account Strategies at the end of each Strategy Term. Each Strategy Term is 1 year in length.

Access to Contract Value: Withdrawal provisions give you access to your Contract Value. Withdrawals in the first 10 Contract Years are subject to Withdrawal Charges. The first Contract Year begins on the issue date.). After the first Contract Year, you may make cumulative withdrawals each Contract Year of up to 10% of the Contract Value at the beginning of the Contract Year without incurring Withdrawal Charges. Withdrawals are made from each strategy in the proportion that each strategy bears to the total Contract Value.

Contract Withdrawal Value: If you surrender your contract you will receive the Contract Withdrawal Value. The Contract Withdrawal Value is the greater of:

- the Contract Value less Withdrawal Charges; and
- the Guaranteed Minimum Contract Withdrawal Value defined in the contract.

Withdrawal Charge: Withdrawal Charges may be assessed on Contract Value withdrawals that exceed the Free Withdrawal Amount. The Withdrawal Charge is equal to the reduction in Contract Value resulting from the Withdrawal, less any available Free Withdrawal Amount, multiplied by the Withdrawal Charge percentages shown in the table below. Withdrawal Charges are not assessed against death benefit proceeds paid due to the death of the Owner.

Contract Year	1	2	3	4	5	6	7	8	9	10	11 & Later
Withdrawal Charge	12%	12%	11%	10%	9%	8%	7%	6%	4%	2%	0%

Guaranteed Lifetime Income Benefit:

The Guaranteed Lifetime Income Benefit gives you the right to make Systematic Withdrawals from the contract up to the amount of the Guaranteed Lifetime Annual Income (GLAI) each year beginning on the Option Date and lasting as long as you live – even after the Contract Value has been exhausted. The Option Date is a date you choose; it does, however, have to be after the first Contract Year and after you turn age 59½. You can change the amount or frequency of your Systematic Withdrawals once per Contract Year.

The amount of the GLAI on the Option Date is equal to the Guaranteed Lifetime Income Benefit Factor multiplied by the Guaranteed Lifetime Income Account Value. The Guaranteed Lifetime Income Benefit Factor depends on the Income Option you choose on the Option Date, and on your Attained Age on the Option Date:

Income Option	Guaranteed Lifetime Income Benefit Factor		
	Attained Age on Option Date		
	{0-70}	{71-80}	{81-100}
Level Single Life	{ 5% }	{ 6% }	{ 7% }
Increasing Single Life	{ 4% }	{ 5% }	{ 6% }
Level Joint Life	{ 4% }	{ 5% }	{ 6% }
Increasing Joint Life	{ 3% }	{ 4% }	{ 5% }

The GLAI under Level Income Options does not change after the Option Date other than as a result of the Step-Up and Excess Withdrawal provisions. The GLAI under an Increasing Income Option will increase on each contract anniversary by {2%} of the prior year GLAI starting on the 2nd contract anniversary following the Option Date and ending once the Contract Value has been exhausted.

The Single Life Income Options allow annual Systematic Withdrawal of the GLAI during your lifetime. Joint Life Income Options allow your spouse to continue Systematic Withdrawal of the GLAI following your death and for the remainder of your spouse's life. To take advantage of this option your eligible spouse must be named on the Option Date and your spouse must exercise her/his right to continue the contract following your death.

The GLAI is the most you can withdraw per Contract Year without affecting future withdrawals available under the Guaranteed Lifetime Income Benefit. Withdrawals in excess of this amount during a Contract Year will cause a reduction in the GLAI available for future years and could result in termination of the Guaranteed Lifetime Income Benefit and your contract. If Excess Withdrawals result in your GLAI falling below {\$100} and your Contract Value dropping below {\$5,000}, we will treat this as a termination of the contract and send you the remaining Contract Withdrawal Value.

On the Issue Date of the Contract the Guaranteed Lifetime Income Account Value (GLIAV) is immediately {25}% more than the premium you paid, while the Contract Value is equal to the premium.

After that, and until the Option Date, the GLIAV accumulates at {5%} interest on each Contract Anniversary. The GLIAV will increase up to and on the tenth Contract Anniversary, but will not increase thereafter. There is no increase in the GLIAV between Contract Anniversaries.

The GLIAV is only used to establish the amount of the Guaranteed Lifetime Annual Income; it can only be accessed through Systematic Withdrawals and will not be available for a lump sum withdrawal. Only the Contract Value is available as a lump sum payment. You can change the frequency of your Systematic Withdrawals once per Contract Year.

The Guaranteed Lifetime Income Benefit will also terminate:

- If the contract is terminated;
- If a death benefit is paid;
- If you elect to begin payments under an Annuity Option;
- Upon the death following the Option Date of the person on whose life the benefit depends; or
- On any date following the Option Date that the owner is changed other than for spousal continuation of the contract where a Joint Life Income Option has been selected.

Death Benefit: If an Owner dies during the Accumulation Period, your Beneficiary(ies) will be paid a death benefit that is equal to the Contract Value. At that time and until distributed, the death benefit will receive interest at a rate required by the state in which the contract is issued. Alternatively, if the contract is continued by a surviving spouse, the Contract Value may remain in the currently selected strategies for the remainder of the Strategy Term.

Annuity Options: Your contract provides the following Annuity Options. Other Annuity Options may be available on your Annuity Date.

Life Annuity – Annuity payments continuing for the lifetime of the Annuitant, and terminating with the last payment prior to the Annuitant's death.

Life Annuity with 10 Years of Annuity Payments Guaranteed – Annuity payments continuing for the lifetime of the Annuitant, terminating at the later of the last payment prior to the Annuitant's death or for 120 months.

Life Annuity with 20 Years of Annuity Payments Guaranteed – Annuity payments continuing for the lifetime of the Annuitant, terminating at the later of the last payment prior to the Annuitant's death or for 240 months.

Joint and Last Survivor Annuity – Annuity payments continuing for the joint lifetimes of the Annuitant and the Joint Annuitant, terminating with the last payment prior to the last survivor's death.

Joint and Last Survivor Annuity with 10 Years of Annuity Payments Guaranteed – Annuity payments continuing for the joint lifetimes of the Annuitant and the Joint Annuitant, terminating at the later of the last payment prior to the last survivor's death or for 120 months.

Guaranteed Payment Period – Annuity payments continuing for a guaranteed period of from 5 to 30 years. The payments do not depend on the Annuitant's life.

Alternative Life Annuity Option – Annual annuity payments equal to the Guaranteed Lifetime Annual Income continuing for your lifetime, and terminating with the last payment prior to your death. This option is only available if the Annuity Date occurs on the Maturity Date at your attained age 100.

Riders: You may have elected to attach an available rider to your contract. The following is a brief description of riders that may be available.

Increased Death Benefit Guarantee Rider: This Rider will pay the greater of the Increased Death Benefit Guarantee and the Contract's Death Benefit, if a death benefit is paid under the Contract.

The Increased Death Benefit Guarantee is determined at the beginning of each Contract Year, and immediately after any Withdrawal. The Increased Death Benefit Guarantee is equal to:

1. Premium paid; less
2. Any withdrawals taken, including Withdrawal Charges; multiplied by
3. One plus the Increased Death Benefit Guarantee Factor.

The Increased Death Benefit Guarantee Factor is used to calculate the Increased Death Benefit Guarantee. The Increased Death Benefit Guarantee Factor is equal to $(R) \times (Y)$ where
(R) is the Death Benefit Guarantee Rider Annual Benefit Increase; and
(Y) is the lesser of 10 and the number of Contract Anniversaries that have occurred on or before the date the Owner dies.

The Increased Death Benefit Guarantee Factor will not increase after the Contract Anniversary next following the oldest original Owner's 85th birthday.

On each Contract Anniversary while this Rider is in force a Rider Charge will be assessed to the Contract Value.

Nursing Home Waiver Rider: This rider waives the Withdrawal Charge on any withdrawal of Contract Value after we receive proof that you have been confined to an Approved Nursing Facility on or after the first contract anniversary and continuing for at least 60 consecutive days. There is no rider charge for this rider and it is attached to your contract automatically if approved in the state in which this contract is issued.

Terminal Illness Waiver Rider: This rider waives the Withdrawal Charge on any withdrawal of Contract Value after the first contract anniversary and after we receive proof that you suffer from a Terminal Illness which will result in death within 12 months. There is no rider charge for this rider and it is attached to your contract automatically if approved in the state in which this contract is issued.

Summary: Forethought Life Insurance Company of Batesville, Indiana issues the Forethought Destination Indexed AnnuitiesSM. This Single Premium Deferred Annuity may not be available in all states (may be referred to as an "equity indexed annuity" in certain states). The contract may be subject to Withdrawal Charges.

This contract is not a registered security or stock market investment and does not directly participate in any stock or equity investment.

This Disclosure Statement contains a summary description of this Single Premium Deferred Annuity. State variations may apply. The exact terms of the annuity are contained in the contract and any attached riders or endorsements, which will control Forethought Life's contractual obligations.

The Standard & Poor's 500 Index ("S&P 500 Index") is used to determine the Index Credit. If the S&P 500 Index is discontinued or if the calculation of the Index is substantially changed, an alternative Index will be substituted, as approved by the Insurance Department of the state in which this contract is issued. You will be notified in writing if this happens. "Standard & Poor's®," "S&P®," "S&P 500®," "Standard & Poor's 500," and "500" are trademarks of The McGraw-Hill Companies, Inc. and have been licensed for use by Forethought Life Insurance Company. The contract is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the contract.

**FORETHOUGHT DESTINATION INDEXED ANNUITIESSM
 DISCLOSURE STATEMENT SIGNATURE PAGE
 SINGLE PREMIUM DEFERRED ANNUITY
 CONTAINS FIXED AND INDEXED STRATEGIES**

Owner's Statement – I certify that:

- I understand that:
 - The contract provides a choice between fixed and indexed interest account strategies.
 - The Contract Withdrawal Value is the amount to be paid to me if I fully surrender the contract.
 - For the Fixed Account Strategy, the Minimum Guaranteed Interest Rate for new contracts is currently 1.00%.
 - The contract is not a registered security or stock market investment and does not directly participate in any stock or equity investment.
 - Only the interest earned in an Indexed Account Strategy may be affected by a stock or equity index.
 - The final decision regarding the allocation of monies between the Fixed Account Strategy and each Indexed Account Strategy is mine, based on my individual situation, needs and goals, and that my agent is not acting as a registered investment adviser.
 - If I place an annuity in an IRA, Roth IRA, or other tax qualified plan, I will receive no additional tax advantage from the annuity.
 - I can reallocate my Contract Value at the end of each Strategy Term.
- I have received, read, and understand the Contract Disclosure Statement and I have kept a copy of it.
- I have received a copy of the Buyer's Guide to Fixed Deferred Annuities with Appendix for Equity-Indexed Annuities.
- I believe that this annuity contract is a suitable product for my financial needs.
- I made my strategy account selections and premium allocation percentages as indicated below:

%	Strategy Account Selections and Allocation Percentages
	Fixed Account Strategy
	{ Annual Cap with Monthly Averaging }
	{ One Year Point-to-Point with Cap }
	{ Monthly Point-to-Point with Cap }
	Total Must Equal 100%

Owner Signature

Date

Joint Owner Signature (if applicable)

Date



Forethought Life Insurance Company
One Forethought Center
P.O. Box 246
Batesville, Indiana 47006-0246

**FORETHOUGHT DESTINATION INDEXED ANNUITYSM
DISCLOSURE STATEMENT AGENT'S SIGNATURE PAGE
SINGLE PREMIUM DEFERRED ANNUITY CONTRACT
CONTAINS FIXED AND INDEXED STRATEGIES**

Agent's Statement – I certify that:

- I have read the Forethought Destination Indexed AnnuitySM Producer Guidelines.
- I gave a copy of the Disclosure Statement to the Owner.
- I gave a copy of the Buyer's Guide to Fixed Deferred Annuities with Appendix for Equity-Indexed Annuities to the Owner.
- I made no statement that is inconsistent with the Disclosure Statement, nor have I made any promises about expected future fixed interest rates, index spreads or index caps of the annuity contract.

Agent Signature

Agent Printed Name

Date

Instruction to Agent:

- Give this Disclosure Statement to the Owner/Joint Owner
- Two copies of the Disclosure Statement Signature Page are included for your convenience.
 - Complete "fill-in" items. You and the Owner/Joint Owner must sign the Signature Page. It is acceptable to either photocopy the signed, original Signature Page or if a photocopy is not available, to complete and sign two Signature Pages.
 - Give one signed copy to the Owner/Joint Owner.
 - Send the original signed copy along with the annuity application and any other new business forms to:
Forethought Life Insurance Company
P.O. Box 246
Batesville, IN 47006-0246

SERFF Tracking Number: FRTH-126341708 State: Arkansas
Filing Company: Forethought Life Insurance Company State Tracking Number: 43809
Company Tracking Number:
TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.003 Single Premium
Variable and Variable
Product Name: Single Premium Deferred Annuity
Project Name/Number: FA1001SPDAX-01 - series modification/FA1001SPDAX-01 - series modification

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: Certification 101609.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application Comments: The application is attached in the Form Schedule.		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability Comments: Attachment: Statement of Variability - FA5045SPDAX-02 Income 125 Age Rated 101609.pdf		



CERTIFICATION

I, David K. Mullen, Assistant Secretary of Forethought Life Insurance Company of Batesville, Indiana hereby certify that Form Filing FA1001SPDAX-01, et al complies with Regulation 19s10B of the Arkansas Department of Insurance.

October 16, 2009

A handwritten signature in black ink, appearing to read "David K. Mullen", written over a horizontal line.

David K. Mullen
Assistant Secretary

Statement of Variability
Forethought Life Insurance Company, Batesville Indiana
Contract Form Series FA1001SPDAX-01

- The “Premium Tax Paid” and “Premium Less Premium Tax” fields on the Contract Data Page are bracketed [] and may be included where applicable, or omitted.
- The “Annual Cap with Monthly Averaging” section on the Contract Data Page under “Indexed Account Strategy(ies)” is bracketed to indicate this rider will be available on contracts under this Form Series, at the option of the Company.
- The “Annual Spread with Monthly Averaging” section on the Contract Data Page under “Indexed Account Strategy(ies)” is bracketed to indicate this rider will be available on contracts under this Form Series, at the option of the Company.
- The “One Year Point-to-Point with Cap” section on the Contract Data Page under “Indexed Account Strategy(ies)” is bracketed to indicate this rider will be available on contracts under this Form Series, at the option of the Company.
- The “Monthly Point-to-Point with Cap” section on the Contract Data Page under “Indexed Account Strategy(ies)” is bracketed to indicate this rider will be available on contracts under this Form Series, at the option of the Company.
- The “Increased Death Benefit Guarantee Rider” section on the Contract Data Page is bracketed to indicate this rider is optional, and can be selected at the discretion of an eligible Owner.

The following values on the Contract Data Page are bracketed. Any changes in these values will be applicable to new issues only.

- The “Minimum Allocation to Any Strategy” will vary from \$1,000 to \$20,000.
- The “Minimum Withdrawal Amount” will vary from \$1,000 to \$2,500.
- The “Minimum Systematic Withdrawal Amount” will vary from \$25 to \$250.
- The “Minimum Contract Value After Withdrawal” will vary from \$1,000 to \$10,000.
- The “Minimum Guaranteed Contract Withdrawal Value Premium Factor” will vary from 87.5% to 100.0%.
- The “Minimum Guaranteed Contract Withdrawal Value Interest Rate” for Fixed Allocations and for Indexed Allocations will vary from 1.00% to 3.00%. These rates are tied to the five-year Constant Maturity Treasury Rate. The methodology for determining the rate is included in the Actuarial Memorandum. Any changes will be applicable only to new issues. The rate will always be equal to or exceed the rate produced by procedures filed with the Department. In addition, any changes in our procedures for determining

the minimum guaranteed Accumulation Period interest rate will be filed with the Department prior to use.

- The “Guaranteed Lifetime Income Benefit Factors” for the
 - Level Single Life Income Option will vary from 1% to 10%
 - Increasing Single Life Income Option will vary from 1% to 10%
 - Level Joint Life Income Option will vary from 1% to 10%
 - Increasing Joint Life Income Option will vary from 1% to 10%
- The “Cost of Living Increase Factor” will vary from 0% to 7%
- The “Guaranteed Lifetime Income Account Premium Factor” will vary from 100% to 150%.
- The “Guaranteed Lifetime Income Account Accumulation Rate” will vary from 0% to 10%.
- The “Death Benefit Guarantee Rider Annual Charge” will vary from 0.10% to 2.00%
- The “Death Benefit Guarantee Rider Annual Benefit Increase” will vary from 0% to 10%.

For each Fixed and Indexed Account Strategy shown on the Contract Data Pages, the following values are bracketed. These will vary by Contract, per the Owner’s specifications:

- The Allocated Premium will vary from \$0 to the full amount of premium paid, according to the Owner’s specified premium allocation.
- The Allocated Percentage will vary from 0% to 100%, according to the Owner’s specified premium allocation.

For the Fixed and Indexed Account Strategy shown on the Contract Data Page, the following values are bracketed. Any changes in these values will apply to new issues only:

- The “Guaranteed Annual Fixed Account Interest Rate” will vary from 1.00% to 8.00%.
- The “Annual Index Cap” for the “Annual Cap With Monthly Averaging” strategy will vary from 3.00% to 20.00%.
- The “Annual Index Spread” for the “Annual Spread With Monthly Averaging” strategy will vary from 0.00% to 15.00%.
- The “Annual Index Cap” for the “One Year Point-to-Point With Cap” strategy will vary from 3.00% to 20.00%.
- The “Monthly Index Cap” for the “Monthly Point-to-Point With Cap” strategy will vary from 0.50% to 10.00%.