

SERFF Tracking Number: JACK-126369411 State: Arkansas
 Filing Company: Jackson National Life Insurance Company State Tracking Number: 44165
 Company Tracking Number: 7633
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: Guaranteed Minimum Withdrawal Benefit With 5 Year Step-Up Endorsement
 Project Name/Number: Guaranteed Minimum Withdrawal Benefit With 5 Year Step-Up Endorsement/7633

Filing at a Glance

Company: Jackson National Life Insurance Company

Product Name: Guaranteed Minimum SERFF Tr Num: JACK-126369411 State: Arkansas

Withdrawal Benefit With 5 Year Step-Up
 Endorsement

TOI: A02.11 Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 44165
 Variable and Variable Closed

Sub-TOI: A02.11.002 Flexible Premium Co Tr Num: 7633 State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Authors: Julia Braem, Julie Hughes, Disposition Date: 11/24/2009

Lynda Neese, Lynne Gerding, Shari

McDuffie

Date Submitted: 11/23/2009 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Guaranteed Minimum Withdrawal Benefit With 5 Year Step-Up Endorsement Status of Filing in Domicile: Not Filed

Project Number: 7633

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: The form is exempt from filing with Michigan, our State of domicile, by Order No. 97-010-M, which was issued and entered January 29, 1997, effective February 1, 1997.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 11/24/2009

Explanation for Other Group Market Type:

State Status Changed: 11/24/2009

Deemer Date:

Created By: Lynne Gerding

Submitted By: Shari McDuffie

Corresponding Filing Tracking Number: 7633

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Filing Description:

Submitted for your approval is the above-referenced guaranteed minimum withdrawal benefit endorsement.

This endorsement is similar in nature to the previously approved endorsement:

New Form Number -- Similar Form Number -- Similar Form Approval Date

7633 -- 7539 -- 11/28/2007

To aid in your review, a redlined copy against the similar approved form is provided for your reference.

The main changes from the previously approved endorsement are:

Withdrawals in excess of the GAWA/RMD limit do not cause the GWB to be reset to the lesser of the Contract Value less Recapture Charge (if applicable) or the GWB less the withdrawal. Withdrawals in excess of the GAWA/RMD limit do not cause the GAWA to be reset to the GAWA% times the Contract Value less Recapture Charge. Instead, the GWB is reduced dollar-for-dollar up to the GAWA/RMD limit and then reduced in the same proportion as the Contract Value is reduced by the excess portion of the withdrawal. The GAWA is reduced in the same proportion as the Contract Value is reduced by the excess portion of the withdrawal.

GAWA is reset to the GWB (if lower) at the end of each Contract Year rather than after each withdrawal.

The minimum GMWB Charge percentage and the maximum GMWB Charge percentage upon election of a step-up the company may assess have increased.

This endorsement allows the Owner to make periodic withdrawals prior to the income date that equal: 1.) the initial premium amount (net premium taxes if applicable) if elected at issue, or 2.) the contract value at time of election, less any recapture charges that would be assessed on a full withdrawal, if elected after issue, regardless of the market's performance. Through annual withdrawals of up to the greater of the GAWA% or the Required Minimum Distribution for certain qualified contracts, the contract owner can recoup 100% of their contract's value at time of election, even if poor market performance causes the contract value to decline to zero. The GAWA% is based on the Owner's attained age (if there are Joint Owners, the age of the oldest Joint Owner).

This endorsement is strictly optional, and there is an additional charge to the contract value for the benefit provided. This endorsement may be added to previously issued contracts as well as new issues. The issue ages are 0 – 85.

This form will not replace any currently approved form. This endorsement is designed for use with any individual variable annuity that has been previously approved by your Department and any individual variable annuity form that Jackson National Life Insurance Company may develop and file with your Department for approval in the future.

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 Variable and Variable
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A readability certification has not been included with this submission as the endorsement is regulated as a security by the Securities and Exchange Commission and is not subject to readability requirements.

The form will be issued by Jackson National Life Insurance Company and the variable annuity contract to which it will be attached is marketed to the general public by appropriately licensed registered representatives through broker/dealers and financial institutions.

This form is exempt from filing with Michigan, our State of domicile, by Order No. 97 010 M, which was issued and entered January 29, 1997, effective February 1, 1997. To the best of our knowledge and belief the provisions of the form complies with applicable laws and regulations of your jurisdiction. With regard to Regulation 19, Jackson National Life hereby certifies that we do NOT discriminate based on sex in the sale of insurance.

Variables within the form have been bracketed and generally consist of names, dates and numbers. The form, when issued, may vary in format, paper size, border and Company logo. We will correct any minor typographical error that may be identified after filing. The form may also be used as a single-sided form. Additionally, a one-inch square bar code may be placed in the far bottom left-hand corner.

The form may vary somewhat in format, such as printing as two-sided pages versus one-sided pages. The content of the form will remain exactly as submitted.

I look forward to your favorable review. If I can be of any assistance to you, or if additional information is required, please contact me by telephone at 800/317-7989, by facsimile at 517/706-5522, or by email at pd&sf@jackson.com.

Company and Contact

Filing Contact Information

Shari McDuffie, Analyst pd&sf@jackson.com
 1 Corporate Way 800-317-7989 [Phone]
 Lansing, MI 48951 517-706-5522 [FAX]

Filing Company Information

Jackson National Life Insurance Company	CoCode: 65056	State of Domicile: Michigan
1 Corporate Way	Group Code: 918	Company Type:
Lansing, MI 48915	Group Name:	State ID Number:
(800) 317-7989 ext. [Phone]	FEIN Number: 38-1659835	

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Filing Fees

Fee Required? Yes
Fee Amount: \$20.00
Retaliatory? No
Fee Explanation: \$20.00 per form - 1 form
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Jackson National Life Insurance Company	\$20.00	11/23/2009	32253944

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	11/24/2009	11/24/2009

SERFF Tracking Number: JACK-126369411 *State:* Arkansas
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Disposition

Disposition Date: 11/24/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Redline Comparison to Previously Approved Form		Yes
Form	Guaranteed Minimum Withdrawal Benefit With 5 Year Step-Up Endorsement		Yes

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Form Schedule

Lead Form Number: 7633

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	7633	Policy/Cont Guaranteed ract/Fratern Minimum Withdrawal al Benefit With 5 Year Certificate: Step-Up Amendmen Endorsement t, Insert Page, Endorseme nt or Rider	Initial		0.000	7633 Endorsement 11-18-09.pdf

**GUARANTEED MINIMUM WITHDRAWAL BENEFIT
WITH [5] YEAR STEP-UP ENDORSEMENT**

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date of the Contract, unless another effective date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control.

PLEASE NOTE: THIS ENDORSEMENT CANNOT BE TERMINATED INDEPENDENTLY FROM THE CONTRACT TO WHICH IT IS ATTACHED AND THE OWNER(S) MAY NOT BE CHANGED.

AS STATED IN YOUR CONTRACT: THE COMPANY RESERVES THE RIGHT TO REFUSE ANY PREMIUM PAYMENT.

The Contract is amended as follows:

1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Please note that due to Your selection of this Guaranteed Minimum Withdrawal Benefit, You cannot make any allocations to the Indexed Fixed Option, if available under Your Contract.

**Guaranteed Minimum Withdrawal
Benefit (GMWB) Charge:**

On a quarterly basis, the charge equals [0.1500]% of the Guaranteed Withdrawal Balance (GWB) and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMWB. Upon step-up, the Company reserves the right to increase the GMWB Charge percentage, subject to a maximum GMWB Charge percentage, on a quarterly basis, of [0.3000]%.

The GMWB Charge will be discontinued upon the earlier of the termination of this benefit or the date on which the Contract Value equals zero."

2) The following language is added to the **DEFINITIONS** section of the Contract:

"CONTRACT ANNIVERSARY. Each one-year anniversary of the Issue Date.

CONTRACT QUARTER. The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

CONTRACT QUARTERLY ANNIVERSARY. Each three-month anniversary of the Issue Date.

CONTRACT YEAR. The twelve-month period beginning on the Issue Date or any Contract Anniversary.

GUARANTEED ANNUAL WITHDRAWAL AMOUNT (GAWA). The maximum amount the Owner is allowed to withdraw each Contract Year, subject to the exception stated in this endorsement, for the guarantee to remain fully effective.

GUARANTEED ANNUAL WITHDRAWAL AMOUNT PERCENTAGE (GAWA%). The percentage upon which the GAWA is based.

GUARANTEED WITHDRAWAL BALANCE (GWB). The guaranteed amount available for future periodic partial withdrawals until the death of the Owner or the death of any Joint Owner.

REQUIRED MINIMUM DISTRIBUTION (RMD). For certain qualified contracts, the Required Minimum Distribution is the amount defined by the Internal Revenue Code and the implementing regulations as the minimum distribution requirement that applies to this Contract only. For purposes of this endorsement, this definition excludes any withdrawal necessary to satisfy the minimum distribution requirements of the Internal Revenue Code if the Contract is purchased with contributions from a nontaxable transfer after the death of the owner of a qualified contract."

3) The following language is added to the **WITHDRAWAL PROVISIONS** of the Contract:

"GUARANTEED MINIMUM WITHDRAWAL BENEFIT. The GMWB allows the Owner to make periodic partial withdrawals, prior to the Income Date until the earlier of the Owner's (or any Joint Owner's) death or until the Guaranteed Withdrawal Balance (GWB) is depleted, regardless of the performance of the Investment Divisions/Portfolios or level of the Contract Value. (In the event of Spousal Continuation, the spouse becomes the Owner and the GMWB and its benefits continue.) The guarantee is fully effective if periodic partial withdrawals taken within any one Contract Year do not exceed the greater of the Guaranteed Annual Withdrawal Amount (GAWA) or the Required Minimum Distribution (RMD). The Owner may "step-up" the GWB to the current Contract Value subject to the Guaranteed Withdrawal Balance Step-Up provisions. Withdrawals under the GMWB are non-cumulative; therefore, guaranteed withdrawals available but not taken during any given Contract Year cannot be taken as a guaranteed withdrawal in a subsequent Contract Year.

The withdrawals made under this endorsement are considered to be the same as any other partial withdrawals for the purposes of calculating any other values under the Contract or other endorsements attached to the Contract.

For purposes of this endorsement, partial withdrawals are considered to be the entire amount withdrawn from the Contract, including any applicable charges and adjustments for such withdrawals. The total amount received under the guarantee may be less than the GWB at election or most recent step-up due to the application of these charges and adjustments.

A partial withdrawal in excess of the Withdrawal Value (if applicable) will be permitted as long as the total partial withdrawal for the Contract Year does not exceed the greater of the GAWA or the RMD. A partial withdrawal in excess of the Contract Value will be permitted as long as the total partial withdrawal for the Contract Year does not exceed the greater of the GAWA or the RMD. In this case, the Contract Value will be set to zero and the Contract Value Reduces to Zero provision will apply.

If the age of any Owner is incorrectly stated at the time of the election of the GMWB, on the date the misstatement is discovered, the GWB and GAWA will be re-calculated based on the GAWA% applicable at the correct age. If the age at election of the Owner (if Joint Owners, the oldest Joint Owner) falls outside the allowable age range, the GMWB will be null and void and all GMWB Charges will be refunded.

Assessment of GMWB Charge.

The GMWB Charge is as specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed/Guaranteed Account Contract Value. GMWB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMWB Charge will not affect the value of the Accumulation Units. Upon termination of the GMWB, a pro rata GMWB Charge will be deducted from Your Contract Value for the period since the last quarterly GMWB Charge.

Guaranteed Withdrawal Balance.

On the effective date of this endorsement, the GWB is determined as follows and is subject to a maximum of [\$5,000,000.00]:

1. If elected as of the Issue Date of the Contract, the GWB equals the initial Premium, net of any applicable premium taxes.
2. If elected after the Issue Date of the Contract, the GWB equals the Contract Value on the effective date of this endorsement, less any applicable Recapture Charges that would be assessed on a full withdrawal.

With each subsequent Premium received after this endorsement is effective, the GWB will be recalculated to equal the GWB prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, subject to the maximum shown above.

With each partial withdrawal, the GWB is reduced. If You choose to withdraw an amount that exceeds the greater of the GAWA or the RMD during any Contract Year, the GWB may be reduced by an amount greater than the partial withdrawal.

Partial withdrawals will affect the GWB as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the GWB is equal to the greater of:
 - a. the GWB prior to the partial withdrawal less the partial withdrawal; or
 - b. zero.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GWB is equal to the greater of:
 - a. the GWB prior to the partial withdrawal, first reduced dollar for dollar for any portion of the partial withdrawal not defined as an excess withdrawal, then reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. zero.

Guaranteed Annual Withdrawal Amount.

The GAWA% is the percentage upon which the GAWA is based and is defined in the table below:

Attained Age	GAWA%
[0-74	7%
75-79	8%
80-84	9%
85+	10%]

The GAWA% is determined at the earlier of: 1) the time of the first withdrawal, 2) the date that the Contract Value reduces to zero, 3) the date that the GMWB endorsement is continued by a spousal Beneficiary, or 4) upon election of the Fixed Payout Income Option on the Latest Income Date. The GAWA% is based on the Owner's attained age at the time of determination (if there are Joint Owners, it is based on the attained age of the oldest Joint Owner). The GAWA is equal to the GAWA% multiplied by the GWB at the time of determination.

With each subsequent Premium received after the GAWA% is determined, the GAWA will be recalculated to equal the GAWA prior to the Premium payment plus the GAWA% multiplied by the subsequent Premium payment, net of any applicable premium taxes, or the GAWA% multiplied by the increase in the GWB, if less.

Partial withdrawals will affect the GAWA as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the GAWA will be unchanged.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GAWA is reduced in the same proportion as the Contract Value is reduced for the excess withdrawal.

At the end of each Contract Year after the GAWA has been determined, if the GWB is less than the GAWA, the GAWA is set equal to the GWB.

Contract Value Reduces to Zero.

If the Contract Value is reduced to zero, all other rights under the Contract cease, no subsequent Premium payments will be accepted, all other endorsements are terminated without value and Spousal Continuation is not available upon the death of the Owner or the death of any Joint Owner.

If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the Owner's (or oldest Joint Owner's) attained age at the time the Contract Value falls to zero and the GAWA will be equal to the GAWA% multiplied by the GWB.

The Owner will receive annual payments of the GAWA until the GWB, if any, is depleted or until the death of the Owner or the death of any Joint Owner, if earlier. The last payment will not exceed the remaining GWB at the time of payment.

Subject to the Company's approval, the Owner may elect to receive payments more frequently than annually. However, the sum of the payments made during the year may not exceed the annual payment amount described above.

With each payment the GWB is reduced by the amount of the payment until the GWB is depleted.

Upon the death of the Owner or the death of any Joint Owner, all payments will cease. No death benefit or Earnings Protection Benefit will apply.

Guaranteed Withdrawal Balance Step-Up.

On or after the [5th] Contract Anniversary following the effective date of this endorsement, the Owner may elect to step-up the GWB. A subsequent step-up may be elected any time after [5] years from the prior step-up. Upon election of step-up, the Company reserves the right to prospectively increase the GMWB Charge percentage, subject to the maximum GMWB Charge percentage indicated in this endorsement.

At the time of step-up:

1. The GWB equals the Contract Value, subject to a maximum of [\$5,000,000.00].
2. If the step-up occurs after the first withdrawal, the GAWA is equal to the greater of:
 - a. the GAWA% multiplied by the new GWB; or
 - b. the GAWA prior to the step-up."
- 4) The following language is added to the **DEATH BENEFIT PROVISIONS** of the Contract:

"Upon the death of the Owner or the death of any Joint Owner, while the Contract is still in force and before the Income Date, the GMWB terminates without value, unless continued by the spouse.

Upon continuation of the Contract by a spousal Beneficiary, the GMWB will remain in force and may not be subsequently terminated independently from the Contract to which it is attached. With the exception of election of a step-up, no adjustments will be made to the GWB or the GAWA at the time of such continuation. The spouse may elect to step-up to the Contract Value (including any applicable adjustments) on the Continuation Date. Subsequent step-ups are subject to all of the restrictions in the Guaranteed Withdrawal Balance Step-Up provision.

If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the original Owner's (or oldest Joint Owner's) attained age at the time of death and the GAWA will be equal to the GAWA% multiplied by the GWB."

- 5) The following language is added to the **INCOME PROVISIONS** of the Contract:

"On the Latest Income Date, in addition to the Income Options available under the Contract, the following Income Option may be elected by the Owner under this endorsement:

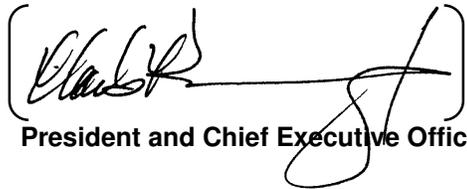
Fixed Payout Income Option. The Owner is entitled to receive payments in a fixed dollar amount for a stated number of years. The actual number of years that payments will be made is determined on the calculation date by dividing the GWB by the GAWA. The total annual amount payable under this option will equal the GAWA, but will not exceed the current GWB. This amount will be paid over the determined number of years in the frequency (not less than annually) that the Owner elects. If, at the death of the Owner, payments have been made for less than the stated number of years, the remaining payments will be made to the Beneficiary. This option may not be available on certain Qualified Plans. If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the Owner's (or the oldest Joint Owner's) attained age at the time of election of this Income Option and the GAWA will be equal to the GAWA% multiplied by the GWB."

TERMINATION OF THE GMWB. The GMWB will terminate, a pro rata GMWB Charge will be deducted from Your Contract Value for the period since the last quarterly GMWB Charge, and all benefits under this endorsement will cease on the earlier of:

1. the date the Owner elects to receive income payments under the Contract;
2. the Latest Income Date;
3. the date of a full surrender;
4. the first date upon which both the Contract Value and the GWB are equal to zero; and
5. the date upon which the Contract terminates because the Owner or any Joint Owner dies, unless continued by the spouse.

Endorsement effective date (if different from Issue Date of the Contract): _____

**Signed for the
Jackson National Life Insurance Company**



President and Chief Executive Officer

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Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: Not applicable		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: Not applicable		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachment: Statement of Variability 7633 base.pdf		

	Item Status:	Status Date:
Satisfied - Item: Redline Comparison to Previously Approved Form		
Comments:		
Attachment: 7633 Redline 11-23-09.pdf		

**JACKSON NATIONAL LIFE INSURANCE COMPANY
STATEMENT OF VARIABILITY
Endorsement: 7633**

Revised: 11/23/2009

Page(s)	Bracketed (Variable)	Range of Variables												
Page 1	Title of Benefit: Guaranteed Minimum Withdrawal Benefit With [5] Year Step-Up Endorsement	1 - 10 years This is the number of years between step-ups.												
Page 1	Guaranteed Minimum Withdrawal Benefit (GMWB) Charge: On a quarterly basis, the charge equals [0.1500]% of the Guaranteed Withdrawal Balance (GWB) and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMWB. Upon step-up, the Company reserves the right to increase the GMWB Charge percentage, subject to a maximum GMWB Charge percentage, on a quarterly basis, of [0.3000]%.	<u>Charge:</u>	<u>Anticipated at Launch:</u>	<u>Variable Range Min-Max:</u>										
		At election:	0.1500%	0.0250% - 0.5000%										
		Maximum Upon Owner Initiated Step-Up:	0.3000%	0.0250% - 1.0000%										
		This charge has been shown as bracketed in the endorsement so that the Company will be able to raise or lower the charge on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.												
Page 3 Page 5	Guaranteed Withdrawal Balance maximum: [\$5,000,000]	\$1,000,000 - \$10,000,000 The maximum for the GWB has been shown as bracketed in the endorsement so that the Company will be able to raise or lower the maximum on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.												
Page 4	Guaranteed Annual Withdrawal Amount percentage: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Attained Age</th> <th style="text-align: center;">GAWA%</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">[0-74</td> <td style="text-align: center;">7%</td> </tr> <tr> <td style="text-align: center;">75-79</td> <td style="text-align: center;">8%</td> </tr> <tr> <td style="text-align: center;">80-84</td> <td style="text-align: center;">9%</td> </tr> <tr> <td style="text-align: center;">85+</td> <td style="text-align: center;">10%]</td> </tr> </tbody> </table> <p><i>This percentage is based on the Owner's attained age at the time of determination (if there are Joint Owners, it is based on the attained age of the oldest Joint Owner). The attained age bands and the corresponding GAWA% are listed to the right.</i></p>	Attained Age	GAWA%	[0-74	7%	75-79	8%	80-84	9%	85+	10%]	<u>Attained Age on Determination Date:</u>	<u>Anticipated GAWA% at launch:</u>	<u>Variable Range of GAWA%:</u>
Attained Age	GAWA%													
[0-74	7%													
75-79	8%													
80-84	9%													
85+	10%]													
		0-74	7%	3% - 10%										
		75-79	8%	3% - 10%										
		80-84	9%	3% - 10%										
		85+	10%	3% - 10%										
		The percentage that is used to determine the GAWA has been shown as bracketed in the endorsement so that the Company will be able to raise or lower the percentage on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis. The age bands are bracketed in the endorsement so the Company can change them to any combination between the minimum and maximum age listed above.												

Page 5	<p>Guaranteed Withdrawal Balance Step-Up: On or after the [5th] Contract Anniversary following the effective date of the endorsement, the Owner may elect to step-up the GWB.</p>	<p>1st – 10th Contract Anniversary</p> <p>The Contract Anniversary that an owner will first be allowed to elect a GWB Step-Up has been shown as bracketed in the endorsement so that the Company will be able to increase or reduce the number of years on newly issued endorsements depending on the Company’s risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>
Page 5	<p>Guaranteed Withdrawal Balance Step-Up: A subsequent step-up may be elected any time after [5] years from the prior step-up.</p>	<p>1 – 10 years</p> <p>The number of years between step-ups has been shown as bracketed in the endorsement so that the Company will be able to increase or reduce the number of years on newly issued endorsements depending on the Company’s risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>
Page 6	Signature of Jackson National Life’s President	<p>As the identity of this individual could change over time, it is appropriate to bracket it as variable. The identity of this Jackson National Life officer has no material effect on the risk assumed by Jackson National Life or the owner of the contract.</p>

GUARANTEED MINIMUM WITHDRAWAL BENEFIT WITH [5] YEAR STEP-UP ENDORSEMENT

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date of the Contract, unless another effective date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control.

PLEASE NOTE: THIS ENDORSEMENT CANNOT BE TERMINATED INDEPENDENTLY FROM THE CONTRACT TO WHICH IT IS ATTACHED AND THE OWNER(S) MAY NOT BE CHANGED.

AS STATED IN YOUR CONTRACT: THE COMPANY RESERVES THE RIGHT TO REFUSE ANY PREMIUM PAYMENT.

The Contract is amended as follows:

1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Please note that due to Your selection of this Guaranteed Minimum Withdrawal Benefit, You cannot make any allocations to the Indexed Fixed Option, if available under Your Contract.

Guaranteed Minimum Withdrawal Benefit (GMWB) Charge:

On a quarterly basis, the charge equals [~~0.4425~~0.1500]% of the Guaranteed Withdrawal Balance (GWB) and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMWB. Upon step-up, the Company reserves the right to increase the GMWB Charge percentage, subject to a maximum GMWB Charge percentage, on a quarterly basis, of [~~0.2000~~0.3000%.

The GMWB Charge will be discontinued upon the earlier of the termination of this benefit or the date on which the Contract Value equals zero."

2) The following language is added to the **DEFINITIONS** section of the Contract:

"CONTRACT ANNIVERSARY. Each ~~one-year~~one-year anniversary of the Issue Date.

CONTRACT QUARTER. The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

CONTRACT QUARTERLY ANNIVERSARY. Each three-month anniversary of the Issue Date.

CONTRACT YEAR. The twelve-month period beginning on the Issue Date or any Contract Anniversary.

GUARANTEED ANNUAL WITHDRAWAL AMOUNT (GAWA). The maximum amount the Owner is allowed to withdraw each Contract Year, subject to the exception stated in this endorsement, for the guarantee to remain fully effective.

GUARANTEED ANNUAL WITHDRAWAL AMOUNT PERCENTAGE (GAWA%). The percentage upon which the GAWA is based.

GUARANTEED WITHDRAWAL BALANCE (GWB). The guaranteed amount available for future periodic partial withdrawals until the death of the Owner or the death of any Joint Owner.

REQUIRED MINIMUM DISTRIBUTION (RMD). For certain qualified contracts, the Required Minimum Distribution is the amount defined by the Internal Revenue Code and the implementing regulations as the minimum distribution requirement that applies to this Contract ~~only.~~ only. For purposes of this endorsement, this definition excludes any withdrawal necessary to satisfy the minimum distribution requirements of the Internal Revenue Code if the Contract is purchased with contributions from a nontaxable transfer after the death of the owner of a qualified contract."

3) The following language is added to the **WITHDRAWAL PROVISIONS** of the Contract:

"GUARANTEED MINIMUM WITHDRAWAL BENEFIT. The GMWB allows the Owner to make periodic partial withdrawals, prior to the Income Date until the earlier of the Owner's (or any Joint Owner's) death or until the Guaranteed Withdrawal Balance (GWB) is depleted, regardless of the performance of the Investment Divisions/Portfolios or level of the Contract Value. (In the event of Spousal Continuation, the spouse becomes the Owner and the GMWB and its benefits continue.) The guarantee is fully effective if periodic partial withdrawals taken within any one Contract Year do not exceed the greater of the Guaranteed Annual Withdrawal Amount (GAWA) or the Required Minimum Distribution (RMD). The Owner may "step-up" the GWB to the current Contract Value subject to the Guaranteed Withdrawal Balance Step-Up provisions. Withdrawals under the GMWB are non-cumulative; therefore, guaranteed withdrawals available but not taken during any given Contract Year cannot be taken as a guaranteed withdrawal in a subsequent Contract Year.

The withdrawals made under this endorsement are considered to be the same as any other partial withdrawals for the purposes of calculating any other values under the Contract or other endorsements attached to the Contract.

For purposes of this endorsement, partial withdrawals are considered to be the entire amount withdrawn from the Contract, including any applicable charges and adjustments for such withdrawals. The total amount received under the guarantee may be less than the GWB at election or most recent step-up due to the application of these charges and adjustments.

A partial withdrawal in excess of the Withdrawal Value (if applicable) will be permitted as long as the total partial withdrawal for the Contract Year does not exceed the greater of the GAWA or the RMD. A partial withdrawal in excess of the Contract Value will be permitted as long as the total partial withdrawal for the Contract Year does not exceed the greater of the GAWA or the RMD. In this case, the Contract Value will be set to zero and the Contract Value Reduces to Zero provision will apply.

If the age of any Owner is incorrectly stated at the time of the election of the GMWB, on the date the misstatement is discovered, the GWB and GAWA will be ~~re-determined~~re-calculated based on the GAWA% applicable at the correct age. If the age at election of the Owner ~~(or~~(if Joint Owners, the oldest Joint Owner) falls outside the allowable age range, the GMWB will be null and void and all GMWB Charges will be refunded.

Assessment of GMWB Charge.

The GMWB Charge is as specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed/Guaranteed Account Contract Value. GMWB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMWB Charge will not affect the value of the Accumulation Units. Upon termination of the GMWB, a pro rata GMWB Charge will be deducted from Your Contract Value for the period since the last quarterly GMWB Charge.

Guaranteed Withdrawal Balance.

On the effective date of this endorsement, the GWB is determined as follows and is subject to a maximum of [\$5,000,000.00]:

1. If elected as of the Issue Date of the Contract, the GWB equals the initial Premium, net of any applicable premium taxes.
2. If elected after the Issue Date of the Contract, the GWB equals the Contract Value on the effective date of this endorsement, less any applicable Recapture Charges that would be assessed on a full withdrawal.

With each subsequent Premium received after this endorsement is effective, the GWB will be recalculated to equal the GWB prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, subject to the maximum shown above.

With each partial withdrawal, the GWB is reduced. If You choose to withdraw an amount ~~during any Contract Year~~ that exceeds the greater of the GAWA or the ~~RMD, the guarantee provided by this endorsement may be reduced to an amount less than the GWB at election or step-up.~~ RMD during any Contract Year, the GWB may be reduced by an amount greater than the partial withdrawal.

Partial withdrawals will affect the GWB as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the GWB is equal to the greater of:
 - a. the GWB prior to the partial withdrawal less the partial withdrawal; or
 - ~~2.~~ b. zero.

If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the ~~GWB is equal to the lesser of:~~

- ~~a. the Contract Value after the~~ excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal less any applicable Recapture Charges; or
2. or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GWB is equal to the greater of:
 - ~~a. b. — the greater of~~ the GWB prior to the partial withdrawal less the partial withdrawal, first reduced dollar for dollar for any portion of the partial withdrawal not defined as an excess withdrawal, then reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. zero.

Guaranteed Annual Withdrawal Amount.

The GAWA% is the percentage upon which the GAWA is based and is defined in the table below:

Attained Age	GAWA%
[0-74	7%
75-79	8%
80-84	9%
85+	10%]

The GAWA% is determined at the earlier of: 1) the time of the first withdrawal, 2) the date that the Contract Value reduces to zero, 3) the date that the GMWB endorsement is continued by a spousal Beneficiary, or 4) upon election of the Fixed Payout Income Option on the Latest Income Date. The GAWA% is based on the Owner's ~~(or oldest Joint Owner's)~~ attained age at the time of determination (if there are Joint Owners, it is based on the attained age of the oldest Joint Owner). The GAWA is equal to the GAWA% multiplied by the GWB at the time of determination.

With each subsequent Premium received after the GAWA% is determined, the GAWA will be recalculated to equal the GAWA prior to the Premium payment plus the GAWA% multiplied by the subsequent Premium ~~payment (net~~payment, net of any applicable premium ~~taxes)~~taxes, or the GAWA% multiplied by the increase in the GWB, if less.

Partial withdrawals will affect the GAWA as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the GAWA ~~is equal to the lesser of:~~will be unchanged.
 - a. ~~the GAWA prior to the partial withdrawal;~~ or
 - b. ~~the GWB after the partial withdrawal.~~
- ~~2.~~2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the ~~GAWA is equal to the lesser of:~~
 - a. ~~the GAWA prior to the partial withdrawal;~~ or
 - b. ~~the GWB after the partial withdrawal;~~ or
 - c. ~~the GAWA% multiplied by the Contract Value after the~~excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal ~~less any applicable Recapture Charges.~~or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GAWA is reduced in the same proportion as the Contract Value is reduced for the excess withdrawal.

At the end of each Contract Year after the GAWA has been determined, if the GWB is less than the GAWA, the GAWA is set equal to the GWB.

Contract Value Reduces to Zero.

If the Contract Value is reduced to zero, all other rights under the Contract cease, no subsequent Premium payments will be accepted, all other endorsements are terminated without value and Spousal Continuation is not available upon the death of the Owner or the death of any Joint Owner.

If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the Owner's (or oldest Joint Owner's) attained age at the time the Contract Value falls to zero and the GAWA will be equal to the GAWA% multiplied by the GWB.

The Owner will receive annual payments of the GAWA until the GWB, if any, is depleted or until the death of the Owner or the death of any Joint Owner, if earlier. The last payment will not exceed the remaining GWB at the time of payment.

Subject to the Company's approval, the Owner may elect to receive payments more frequently than annually. However, the sum of the payments made during the year may not exceed the annual payment amount described above.

With each payment the GWB is reduced by the amount of the payment until the GWB is depleted.

Upon the death of the Owner or the death of any Joint Owner, all payments will cease. No death benefit or Earnings Protection Benefit will apply.

Guaranteed Withdrawal Balance Step-Up.

On or after the [5th] Contract Anniversary following the effective date of this endorsement, the Owner may elect to step-up the GWB. A subsequent step-up may be elected any time after [5] years from the prior step-up. Upon election of step-up, the Company reserves the right to prospectively increase the GMWB Charge percentage, subject to the maximum GMWB Charge percentage indicated in this endorsement.

At the time of step-up:

1. The GWB equals the Contract Value, subject to a maximum of [\$5,000,000.00].
2. If the step-up occurs after the first withdrawal, the GAWA is equal to the greater of:
 - a. the GAWA% multiplied by the new GWB; or
 - b. the GAWA prior to the step-up."

- 4) The following language is added to the **DEATH BENEFIT PROVISIONS** of the Contract:

"Upon the death of the Owner or the death of any Joint Owner, while the Contract is still in force and before the Income Date, the GMWB terminates without value, unless continued by the spouse.

Upon continuation of the Contract by a spousal Beneficiary, the GMWB will remain in force and may not be subsequently terminated independently from the Contract to which it is attached. With the exception of election of a step-up, no adjustments will be made to the GWB or the GAWA at the time of such continuation. The spouse may elect to step-up to the Contract Value (including any applicable adjustments) on the Continuation Date. Subsequent step-ups are subject to all of the restrictions in the Guaranteed Withdrawal Balance Step-Up provision.

If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the original Owner's (or oldest Joint Owner's) attained age at the time of death and the GAWA will be equal to the GAWA% multiplied by the GWB."

5) The following language is added to the **INCOME PROVISIONS** of the Contract:

"On the Latest Income Date, in addition to the Income Options available under the Contract, the following Income Option may be elected by the Owner under this endorsement:

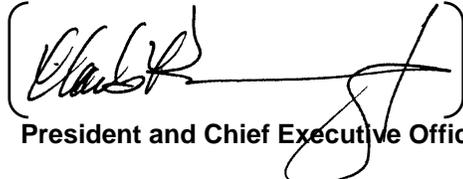
Fixed Payout Income Option. The Owner is entitled to receive payments in a fixed dollar amount for a stated number of years. The actual number of years that payments will be made is determined on the calculation date by dividing the GWB by the GAWA. The total annual amount payable under this option will equal the GAWA, but will not exceed the current GWB. This amount will be paid over the determined number of years in the frequency (not less than annually) that the Owner elects. If, at the death of the Owner, payments have been made for less than the stated number of years, the remaining payments will be made to the Beneficiary. This option may not be available on certain Qualified Plans. If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the Owner's (or the oldest Joint Owner's) attained age at the time of election of this Income Option and the GAWA will be equal to the GAWA% multiplied by the GWB."

TERMINATION OF THE GMWB. The GMWB will terminate, a pro rata GMWB Charge will be deducted from Your Contract Value for the period since the last quarterly GMWB Charge, and all benefits under this endorsement will cease on the earlier of:

1. the date the Owner elects to receive income payments under the Contract;
2. [the Latest Income Date;](#)
3. the date of a full surrender;
4. the first date upon which both the Contract Value and the GWB are equal to zero; and
5. the date upon which the Contract terminates because the Owner or any Joint Owner dies, unless continued by the spouse.

Endorsement effective date (if different from Issue Date of the Contract): _____

Signed for the
Jackson National Life Insurance Company



President and Chief Executive Officer