

SERFF Tracking Number: AFLC-126028136 State: Arkansas
 Filing Company: Americo Financial Life and Annuity Insurance Company State Tracking Number: 41485
 Company Tracking Number: 20032: 403(B) 2 END A 4125
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: 20032: 403(b) (1) End A 4125 (12/08)
 Project Name/Number: 20032: 403(b) (1) End A 4125 (12/08)/20032

Filing at a Glance

Company: Americo Financial Life and Annuity Insurance Company

Product Name: 20032: 403(b) (1) End A 4125 SERFF Tr Num: AFLC-126028136 State: ArkansasLH (12/08)

TOI: A10 Annuities - Other

SERFF Status: Closed

State Tr Num: 41485

Sub-TOI: A10.000 Annuities - Other

Co Tr Num: 20032: 403(B) 2 END A 4125

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Author: Ronni Jones

Disposition Date: 02/11/2009

Date Submitted: 02/10/2009

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: 20032: 403(b) (1) End A 4125 (12/08)

Project Number: 20032

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 12/30/2008

Domicile Status Comments: This filing was approved by Texas, our domicile state, on 12/30/2008.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 02/11/2009

Explanation for Other Group Market Type:

State Status Changed: 02/11/2009

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

This is a new 403(b)(1) Annuity Endorsement, form 4125 (12/08), that is designed to comply with current federal law requirements. The form will be used with fixed flexible premium deferred annuities that have been, or will be, approved in your jurisdiction when they are marketed as a 403(b)(1) annuity. The form will be delivered to in-force contracts

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issued as a 403(b)(1) annuity.

A Flesch readability score is not required for this form since it uses Government language.

Company and Contact

Filing Contact Information

Ronni Jones, Associate Compliance Analyst ronni.jones@americo.com
 300 W. 11th Street (816) 391-2831 [Phone]
 Kansas City, MO 64105 (816) 391-3346[FAX]

Filing Company Information

Americo Financial Life and Annuity Insurance CoCode: 61999 State of Domicile: Texas
 Company
 300 West 11th Street Group Code: 449 Company Type:
 Kansas City, MO 64105 Group Name: State ID Number:
 (800) 231-0801 ext. [Phone] FEIN Number: 35-0810610

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? Yes
 Fee Explanation: 1 x \$50.00 = \$50.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Americo Financial Life and Annuity Insurance Company	\$50.00	02/10/2009	25614665

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	02/11/2009	02/11/2009

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Disposition

Disposition Date: 02/11/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Form	403(b)(1) Annuity Endorsement		Yes

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Form Schedule

Lead Form Number: AAA4125 (12/08)

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	AAA4125 (12/08)	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	403(b)(1) Annuity	Initial		0	AAA4125 12-08.pdf

AMERICO FINANCIAL LIFE AND ANNUITY INSURANCE COMPANY

403(b)(1) Annuity Endorsement

The purpose of this Endorsement is to establish an annuity authorized under Code Section 403(b)(1) and, where applicable, to satisfy the written plan requirements under Treasury Regulation 1.403(b)-3. The Endorsement is attached to and made a part of the Contract. If any provisions of the Contract conflict with the Endorsement, the provisions of this Endorsement will apply.

ARTICLE I – DEFINITIONS

The following words and phrases when used in this Endorsement with initial capital letters shall have the meanings set forth below unless the context indicates that other meanings are intended.

- 1.01 **Annuity** – Means the 403(b)(1) annuity established pursuant to this Endorsement and the underlying Contract for the benefit of the 403(b) Owner and, when the context so implies, refers to the assets, if any, then held by the Issuer hereunder.
- 1.02 **Beneficiary** – Means the individual(s) or entity(ies) designated by the 403(b) Owner in accordance with Article 3.05 of this Endorsement or provisions of the Plan to receive any distributions from the Annuity upon the 403(b) Owner's death.
- 1.03 **Code** – Means the Internal Revenue Code of 1986, as amended from time to time.
- 1.04 **Compensation** – Means the compensation received from the 403(b) Owner's Employer that is includible in income of the Employee and recognized under the Plan. Compensation shall not exceed \$200,000, as adjusted for increases in the cost-of-living in accordance with Code Section 401(a)(17)(B). Notwithstanding the foregoing, Compensation shall mean includible compensation as defined in Code Section 403(b) and the corresponding Treasury Regulations, where applicable.
- 1.05 **Contract** – Means the annuity contract used in conjunction with this Endorsement. That annuity contract shall not be purchased under a qualified plan (under Code Sections 401(a) or 403(a)) or an eligible governmental plan under Code Section 457(b).
- 1.06 **Designated Beneficiary** – Means the Beneficiary named as of the date of the 403(b) Owner's death who remains a Beneficiary as of September 30 of the year following the year of the 403(b) Owner's death.
- 1.07 **Distribution Calendar Year** – Means a calendar year for which a minimum distribution is required. If the 403(b) Owner's required beginning date under Article 3.04 of this Endorsement is April 1 following a year in which the 403(b) Owner either attains age 70½ or retires, that year is the 403(b) Owner's first Distribution Calendar Year. The first Distribution Calendar Year may be another year as provided in the regulatory requirements and rules referred to in Article 3.04 of this Endorsement.
- 1.08 **Elective Deferral** – Means contributions, as defined in Treasury Regulation 1.402(g)-1, made either as pre-tax Elective Deferrals or Roth Elective Deferrals to this Annuity at the election of the Participant, in lieu of cash compensation, made pursuant to a salary reduction agreement within the meaning of Code Section 3121(a)(5)(D).
- 1.09 **Employee** – Means any person employed by an Employer maintaining the Plan or of any other employer required to be aggregated with such Employer under Code Sections 414(b), (c), (m) or (o) and under Treasury Regulation 1.414(c)-5. In addition, if applicable, those employers that must be so aggregated shall be determined under the guidance of IRS Notice 89-23 or any subsequent successor guidance, as such guidance relates to employers who are eligible employers as described in the Plan definition of Employer. For purposes of the universal availability requirements, an Employee will be determined in accordance with Treasury Regulation 1.403(b)-5(b)(3). No former employee, independent contractor, or leased employee (as defined in Code Section 414(n)(6)) shall be considered an Employee. A minister may be considered to be an Employee as provided in Treasury Regulation 1.403(b)-2(b)(9).

- 1.10 **Employer** – Means an entity described in Code Section 501(c)(3) that is exempt from tax under Code Section 501(a), an educational organization of a State (as defined in Treasury Regulation 1.403(b)-2(b)(20)) described in Code Section 170(b)(1)(A)(ii) or any other entity eligible under Code Section 403(b)(1) to pay Premiums to annuities that adopts a Plan under which this Agreement is maintained.
- 1.11 **Endorsement** – Means this 403(b)(1) Annuity Endorsement.
- 1.12 **403(b) Owner** – Means the Employee or former Employee who has entered the Plan and who is eligible to receive a benefit from the Plan, or whose Beneficiary may be eligible to receive any such benefit, and who has established an Annuity in conjunction with the Issuer.
- 1.13 **Issuer** – Means **Americo Financial Life and Annuity Insurance Company**, the insurance company who issued this Contract used in conjunction with this Endorsement to establish an annuity contract described in Code Section 403(b)(1).
- 1.14 **Plan** – Means the plan of the 403(b) Owner's Employer under which this Endorsement and the Annuity are maintained. That Plan should be designed to satisfy the provisions of Treasury Regulation 1.403(b)-3(b)(3), which includes a requirement that the Plan be a written defined contribution plan and contain material terms and conditions for eligibility, benefits, applicable limitations, the contracts available under the plan, and the time and form under which benefit distributions will be made. The plan should also be designed to satisfy Code Section 403(b)(12) (relating to nondiscrimination requirements, including universal availability, as described in Treasury Regulation 1.403(b)-5).
- 1.15 **Premium** – Means any payments made to the Issuer regarding the Annuity.
- 1.16 **Roth Elective Deferral** – Means an Elective Deferral that is irrevocably designated as a Roth Elective Deferral by the 403(b) Owner and that is treated by the 403(b) Owner's Employer as includible in a 403(b) Owner's gross income at the time of the salary reduction. Roth Elective Deferrals must be separately accounted for pursuant to the Plan or the Contract and must satisfy any other applicable provisions of Treasury Regulation 1.403(b)-3(c).
- 1.17 **Severance from Employment** – Means an Employee ceases to be an Employee of the Employer, and any related employer (as described in Treasury Regulation 1.401(k)-1(d)). An Employee does not have a Severance from Employment if, in connection with a change of employment, their new Employer maintains the Plan with respect to the Employee.

Severance from Employment shall also occur with respect to such an Employee who ceases to be employed by their Employer on account of a sale of the assets or stock of that Employer, provided that the subsequent or continuing Employer doesn't maintain the Plan and Plan assets are not transferred to a plan maintained by that subsequent or continuing Employer.

Severance from Employment occurs on any date on which an Employee ceases to be an Employee of an eligible employer as defined in Treasury Regulation 1.403(b)-2(b)(8), which describes employers that may participate in 403(b) arrangements, even though the Employee may continue to be employed either (a) by another entity that is treated as the same employer where the other entity isn't such an eligible employer or (b) in a capacity for the same employer that is not employed with such an eligible employer.

ARTICLE II – PREMIUMS

2.01 Elective Deferrals and Catch-Up Premiums

- (a) **Elective Deferrals** – Elective Deferrals may be contributed as Premiums by the Employer to the Issuer regarding the Annuity on behalf of a 403(b) Owner. Elective Deferrals shall also include catch-up Premiums made to the Annuity pursuant to Article 2.01(b) of this Endorsement. The 403(b) Owner shall designate the amount or percentage of their Compensation that is to be deferred pursuant to the salary reduction agreement and paid to the Issuer. If Roth Elective Deferrals are permitted under the Plan, the 403(b) Owner shall also designate whether the Elective Deferral will be characterized as a pre-tax Elective Deferral or a Roth Elective Deferral. Such designations shall be effective until otherwise modified by the 403(b) Owner in writing or through any other means approved by the Employer and

permitted by applicable law and regulations. The 403(b) Owner may amend or terminate their salary reduction agreement at such times as may be permitted by the Plan.

The Elective Deferrals made for the 403(b) Owner shall be fully vested at all times. The 403(b) Owner may take a distribution of the Elective Deferrals and earnings thereon at times specified in Article Three of this Endorsement.

(b) Catch-up Premiums

- (i) Age 50 Catch-up Premiums – Age 50 catch-up Premiums, if permitted by the Plan, may be made for a calendar year by a 403(b) Owner who is eligible to make Elective Deferrals, has attained or will attain age 50 before the end of that calendar year, and has Premiums in excess of a statutory or Employer-provided limit. Such Premiums must comply with provisions of the Plan and Code Section 414(v) and the guidance thereunder.
- (ii) Special Catch-up Premiums for Employees with 15 Years of Service – Special Section 403(b) catch-up contributions described in Treasury Regulation 1.403(b)-4(c)(3), if permitted by the Plan, may also be made to the Annuity by the Employer for any 403(b) Owner who satisfies the eligibility requirements for such Premiums.

Notwithstanding the foregoing, either the 403(b) Owner's Employer or the Issuer may require a 403(b) Owner who is eligible to make catch-up Premiums to designate the amount or percentage of their Compensation which is to be deferred as a Catch-up Contribution. Such catch-up Premiums will not be taken into account for purposes of the provisions of the Endorsement implementing the required limitations of Code Sections 402(g) and 415. The Endorsement shall not be treated as failing to satisfy the requirements of Code Sections 403(b)(1) or 410(b) by reason of making such catch-up Premiums. Any Elective Deferrals that exceed a statutory or Employer-provided limit will first be applied to special Section 403(b) catch-up Premiums for Employees with 15 years of service, with any additional Elective Deferrals being treated as age 50 catch-up Premiums, if applicable.

2.02 **Rollover to Annuity** – Unless prohibited by the Plan, the Issuer may accept a contribution of eligible rollover distributions to the Annuity from a qualified plan described in Code Section 401(a) or 403(a) (other than after-tax employee contributions unless the rollover is a direct rollover), an annuity contract or custodial account described in Code Section 403(b) (other than after-tax employee contributions unless the rollover is a direct rollover), or an eligible plan under Code Section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. The Issuer may accept a contribution of an eligible rollover distribution from an individual retirement account or annuity described in Code Section 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includible in gross income.

The Issuer may also accept contributions of eligible rollover distributions made to the 403(b) Owner who is a surviving spouse, or a spouse or former spouse who is the alternate payee under a qualified domestic relations order as defined in Code Section 414(p).

No amount that is distributed on account of hardship will be an eligible rollover distribution, and the 403(b) Owner may not elect to have any portion of such a distribution paid directly to the Annuity.

The 403(b) Owner shall certify, in a manner acceptable to the Issuer, that such amounts are eligible rollover distributions. The Issuer shall not be responsible for determining whether any rollover is proper and reserves the right not to accept any rollovers.

2.03 **Transfer to Annuity** – Unless prohibited by the Plan, the 403(b) Owner may transfer (or arrange for the transfer of) assets from another annuity contract or custodial account described in Code Section 403(b) to this Annuity. The 403(b) Owner shall certify, in a manner acceptable to the Issuer, that the transfer satisfies all current requirements for such a transaction. The Issuer shall not be responsible for determining whether any such transfer is proper and reserves the right not to accept any transfer. The transfer must meet the requirements of Treasury Regulation 1.403(b)-10(b)(3).

- 2.04 **Employer Premiums** – If the Plan provides for the 403(b) Owner's Employer Premiums to be made to the Annuity, the Employer may make Employer Premiums on behalf of the 403(b) Owner. The amount of the Premiums, their Vested status and other provisions applicable to those Employer Premiums shall be set forth in the Employer's Plan. To the extent that any amounts are not vested, those amounts shall be accounted for separately. The amount of the Premiums shall not exceed any applicable federal or state limitations on such Employer Premiums, and shall be made in a nondiscriminatory manner as determined by applicable law and regulation.
- 2.05 **Premium Limits** – In no event shall the Premiums to the Annuity for a tax year on behalf of the 403(b) Owner exceed the maximum amount permitted under current law or regulation.
- (a) The Premiums made during a tax year on behalf of the 403(b) Owner, when aggregated with other Premiums made through the 403(b) Owner's Employer (or controlled group of Employers under Code Sections 414(b), (c), (m) or (o)), shall not exceed the limitations set forth in Code Section 403(b)(1) for that year (including the limits under Code Section 415). If the limits under Code Section 415 are exceeded, then, for the year of the excess and each year thereafter, the Issuer shall separately account for the excess.
 - (b) With respect to Elective Deferrals, the Contract must satisfy Code Section 401(a)(30). That means that the maximum of all applicable elective deferrals (including Elective Deferrals made to this Annuity or any other elective deferrals made under the Plan or any other plan of the 403(b) Owner's Employer or other entities that are required to be treated as an employer with that Employer under Treasury Regulations or other guidance) made on the 403(b) Owner's behalf during the 403(b) Owner's tax year shall not exceed the limitations set forth in Code Section 402(g)(1). The Contract must also satisfy any other limitations described in Treasury Regulation 1.403(b)-4, including the limitations applicable to age 50 catch-up provisions and to special Section 403(b) catch-up provisions.
 - (c) Notwithstanding any provision of this Endorsement to the contrary, effective December 12, 1994, Premiums, benefits and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).
 - (d) Catch-Up Premiums under Code Section 414(v) will be subject to the maximum contribution limits of that section.
 - (e) The Issuer may accept contributions for the 403(b) Owner from a former Employer, if Treasury Regulation 1.403(b)-4(d) is satisfied.
 - (f) The 403(b) Owner is solely responsible for determining their maximum annual Elective Deferrals.
 - (g) Each type of contribution described in this Article 2.05 and earnings or losses attributable to the type of contributions shall be separately accounted for.
 - (h) If the 403(b) Owner elects to receive a distribution for a financial hardship described in Article 3.02 of this Endorsement, he or she shall cease making Elective Deferrals as described therein.

ARTICLE III – PAYMENT OF BENEFITS

3.01 Timing of Payment of Benefits

- (a) Subject to any applicable limitations described in this Endorsement, the 403(b) Owner (or a Beneficiary) may request a distribution from the Annuity of amounts attributable to Elective Deferrals upon the occurrence of one of the following events:
 - (1) the 403(b) Owner's Severance from Employment with the Employer maintaining the Plan;
 - (2) the 403(b) Owner's death;
 - (3) the 403(b) Owner's financial hardship, as described in Article 3.02 of this Endorsement;
 - (4) the 403(b) Owner's disability within the meaning of Code Section 72(m)(7); or
 - (5) the 403(b) Owner's attainment of age 59½.

- (b) Subject to any applicable limitations described in this Endorsement, the 403(b) Owner (or a Beneficiary) may request a distribution from the Annuity of amounts attributable to amounts other than Elective Deferrals upon the occurrence of one of the following events:
- (1) the 403(b) Owner's Severance from Employment with the Employer maintaining the Plan;
 - (2) the 403(b) Owner's death;
 - (3) the 403(b) Owner's disability within the meaning of Code Section 72(m)(7);
 - (4) the 403(b) Owner's attainment of age 59½ or another age specified in the Plan; or
 - (5) the occurrence of an event (such as the passage of a period of years) specified in the Plan.
- (c) If the Contract includes both Elective Deferrals and other contributions and the Elective Deferrals are not separately accounted for, then distributions may not be made earlier than the later of any date permitted under Article 3.01(a) or Article 3.01(b) of this Endorsement.
- (d) Distribution of amounts held under the Contract may occur prior to one of those events as provided in Treasury Regulation 1.403(b)-4(f) (relating to correction of excess deferrals) or Treasury Regulation 1.403(b)-10(a) (relating to plan termination). Also, special rules may apply to Elective Deferrals held as of the close of the taxable year beginning before January 1, 1989 (but not earnings thereon) as provided in Treasury Regulation 1.403(b)-6(d)(1)(ii). Also, the Plan may provide for distribution of any after-tax employee contributions or earnings thereon as of earlier dates than specified above. Further, as provided in Treasury Regulations 1.403(b)-6(d)(1)(i), the limitations on distributions in the preceding subsections do not apply to amounts separately accounted for that are eligible rollover distributions and Plan provisions on distributions of such amounts shall apply.

All requests for withdrawal shall be in writing or submitted in another manner acceptable to the Issuer and must specify the method of distribution. The tax identification number of the 403(b) Owner (or Beneficiary, if applicable) must be provided to the Issuer before it is obligated to make a distribution. Withdrawals shall be subject to all applicable tax and other laws and regulations, surrender charges and other investment related fees and withholding requirements.

3.02 Financial Hardship – For purposes of Article 3.01(a)(3) of this Endorsement, financial hardship is an immediate and heavy financial need of the Participant, as described in Treasury Regulation 1.401(k)-1(d)(3), where such Participant lacks other available resources. Financial needs considered immediate and heavy include, but are not limited to, 1) expenses incurred or necessary for medical care, described in Code Section 213(d), of the Employee, the Employee's primary Beneficiary, the Employee's Spouse or dependents, 2) the purchase (excluding mortgage payments) of a principal residence for the Employee, 3) payment of tuition and related educational fees for the next 12 months of post-secondary education for the Employee, the Employee's primary Beneficiary, the Employee's Spouse, children or dependents, 4) payment to prevent the eviction of the Employee from, or a foreclosure on the mortgage of, the Employee's principal residence, 5) funeral or burial expenses for the Participant's deceased parent, Spouse, primary Beneficiary, child or dependent, and 6) payment to repair damage to the Employee's principal residence that would qualify for a casualty loss deduction under Code Section 165 (determined without regard to whether the loss exceeds 10 percent of adjusted gross income).

No distributions on account of financial hardship shall exceed the amount determined to be necessary to meet the immediate financial need created by the hardship as described in those same regulations and the Plan and that cannot be otherwise reasonably accommodated from other resources of the 403(b) Owner. Any distribution made on account of the 403(b) Owner's financial hardship shall be made to the 403(b) Owner in a single sum payment in cash pursuant to instructions provided in writing or in another form acceptable to the Issuer, and delivered to the Issuer.

Hardship distributions described in this Article 3.02 may consist only of the amounts contributed pursuant to the 403(b) Owner's salary reduction agreement, excluding the earnings on such Premiums.

The determination of whether a financial hardship exists shall be made pursuant to the terms of the Plan or by the 403(b) Owner if the Plan doesn't contain such terms and not by the Issuer. A 403(b) Owner who requests a distribution on account of financial hardship shall certify, in a manner acceptable to the Issuer, that a financial hardship exists.

If the Participant receives a hardship distribution, they will be prohibited from making any Elective Deferrals for a period of six months from the date of such distribution.

3.03 **Form of Distributions** – The form of distribution shall be determined under the terms of the Contract and Plan. If the Plan provides for a mandatory lump sum distribution, then the requirements of Code Section 401(a)(31) (as expressed in the Plan) shall apply to distributions (including automatic rollover requirements for certain mandatory distributions).

3.04 **Required Minimum Distributions**

- (a) Notwithstanding any provision of this Endorsement to the contrary, the distribution of the 403(b) Owner's interest in the Annuity shall be made in accordance with the requirements of Treasury Regulation 1.403(b)-6(e) and the Plan. The minimum distribution requirements of Code Section 401(a)(9) must for this Endorsement and for purposes of applying the distributions rules of Code Section 401(a)(9) to this Endorsement, the minimum distribution rules applicable to individual retirement annuities and accounts described in Code Sections 408(b) and Section 408(a), respectively apply, with several exceptions. Those rules are described in Treasury Regulation 1.408-8 and the exceptions are described in Treasury Regulation 1.403(b)-6(e). Those rules and exceptions are incorporated herein by reference.
- (b) Notwithstanding Article 3.01(a) of this Endorsement, the undistributed portion of a 403(b) Owner's interest in the Annuity valued as of December 31, 1986, exclusive of subsequent earnings, is not subject to the required minimum distribution rules under Code Section 401(a)(9) but must be distributed in accordance with the incidental benefit requirements of Treasury Regulation 1.401-1(b)(1)(i) (which generally requires that distributions begin at the later of age 75 or separation from service), if such amounts are accounted for separately.
- (c) Under the requirements and rules referred to in Article 3.04(a) of this Endorsement, the 403(b) Owner must begin taking distributions from the Annuity no later than the 403(b) Owner's required beginning date. The required beginning date for a 403(b) Owner is the first day of April of the calendar year following the calendar year in which the 403(b) Owner either attains age 70½ or retires, whichever is later. Further, the entire interest of the 403(b) Owner for whose benefit the Annuity is maintained must be distributed over the 403(b) Owner's life or the lives of such 403(b) Owner and their Designated Beneficiary(ies), or a period certain not extending beyond the 403(b) Owner's life expectancy or the joint and last survivor expectancy of such 403(b) Owner and their Designated Beneficiary(ies).
- (d) If the Contract has not been annuitized, then pursuant to those requirements and rules, the minimum amount that must be distributed to the 403(b) Owner for each Distribution Calendar Year of the 403(b) Owner is determined under Treasury Regulation 1.401(a)(9)-5, is an amount referred to as the "required minimum distribution." Except as otherwise provided herein, the requirement minimum distribution is generally calculated as follows:
 - (1) the required minimum distribution for any Distribution Calendar Year is the 403(b) Owner's Annuity value at the close of business on December 31 of the preceding year divided by the distribution period in the uniform lifetime table in Treasury Regulation 1.401(a)(9)-9. However, if the 403(b) Owner's Designated Beneficiary is their surviving spouse, the required minimum distribution for a Distribution Calendar Year shall not be more than the 403(b) Owner's Annuity value at the close of business on December 31 of the preceding year divided by the number in the joint and last survivor table in Treasury Regulation 1.401(a)(9)-9. The required minimum distribution for a year under this paragraph (1) is determined using the 403(b) Owner's (or, if applicable, the 403(b) Owner's and spouse's) attained age (or ages) in the year.
 - (2) the required minimum distribution for a year, beginning with the year following the year of the 403(b) Owner's death (or the year the 403(b) Owner would have reached age 70½, if applicable under Article 3.04(e)(2)(B) of this Endorsement) is the Annuity value at the close of business on December 31 of the preceding year divided by the life expectancy (in the single life table in Treasury Regulation 1.401(a)(9)-9) of the individual specified in paragraphs (e)(1) and (e)(2) below.
 - (3) the required minimum distribution for the year before the required beginning date of the 403(b) Owner can be made as late as that required beginning date. The required minimum distribution for any other year must be made by the end of such year.

- (e) If the Contract has not been annuitized, and the 403(b) Owner dies before their entire interest is distributed to them, the remaining interest will be distributed at least as rapidly as provided in Treasury Regulation 1.401(a)(9)-5, which generally will be as follows:
- (1) If the 403(b) Owner dies on or after the 403(b) Owner's required beginning date and:
 - (A) the Designated Beneficiary is the 403(b) Owner's surviving spouse, the remaining interest will be distributed over the surviving spouse's life expectancy as determined each year until such spouse's death, or over the period in paragraph (e)(1)(C) below if longer. Any interest remaining after the spouse's death will be distributed over such spouse's remaining life expectancy as determined in the year of the spouse's death and reduced by 1 for each subsequent year, or, if distributions are being made over the period in paragraph (e)(1)(C) below, over such period.
 - (B) the Designated Beneficiary is not the 403(b) Owner's surviving spouse, the remaining interest will be distributed over the Beneficiary's remaining life expectancy as determined in the year following the death of the 403(b) Owner and reduced by 1 for each subsequent year, or over the period in paragraph (e)(1)(C) below if longer.
 - (C) there is no Designated Beneficiary, the remaining interest will be distributed over the remaining life expectancy of the 403(b) Owner as determined in the year of the 403(b) Owner's death and reduced by 1 for each subsequent year.
 - (2) If the 403(b) Owner dies before the 403(b) Owner's required beginning date, such 403(b) Owner's entire interest will be distributed at least as rapidly as follows.
 - (A) If the Designated Beneficiary is someone other than the 403(b) Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the 403(b) Owner's death, over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of their birthday in the year following the year of the 403(b) Owner's death, or, if elected, in accordance with paragraph 3.04(e)(2)(C) of this Endorsement.
 - (B) If the 403(b) Owner's sole Designated Beneficiary is the 403(b) Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the 403(b) Owner's death (or by the end of the calendar year in which the 403(b) Owner would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with paragraph 3.04(e)(2)(C) of this Endorsement. If the surviving spouse dies before required distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of their birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph 3.04(e)(2)(C) of this Endorsement. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.
 - (C) If there is no Designated Beneficiary, or, if applicable by operation of paragraph 3.04(e)(2)(A) or (2)(B) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the 403(b) Owner's death (or the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph 3.04(e)(2)(B) of this Endorsement).
 - (D) If distributions are being made to a surviving spouse as the sole Designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph 3.04(e)(2)(A) or (B) of this Endorsement and reduced by one for each subsequent year.

Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation 1.401(a)(9)-9.

For purposes of paragraphs 3.04(e)(1) and (2) of this Endorsement, required distributions are considered to commence on the 403(b) Owner's required beginning date, or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph 3.04(e)(2)(B) of this Endorsement. However, if distributions start prior to the applicable date in the preceding sentence on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Treasury Regulation 1.401(a)(9)-6, the required distributions are considered to commence on the annuity starting date.

- (f) If the Contract has been annuitized, the minimum distribution requirements and rules are described in Treasury Regulation 1.401(a)(9)-6 as applied to account balance plans and generally include the following:
- (1) Distributions must be made in periodic payments at intervals of no longer than one year and must be either nonincreasing or they may increase only as provided in Q&A-1 of Treasury Regulation 1.401(a)(9)-6. In addition, any distribution must satisfy the minimum incidental benefit requirements specified in Q&A-2 of Treasury Regulation 1.401(a)(9)-6.
 - (2) The distribution periods described in paragraph (1) of this subarticle cannot exceed the periods specified in Treasury Regulation 1.401(a)(9)-6.
 - (3) The first required distribution can be made as late as the required beginning date and must be the distribution that is required for one payment interval. The second distribution need not be made until the end of the next payment interval.
- (g) If the Contract has been annuitized and if the 403(b) Owner dies on or after the required beginning date for distributions to him or her, the entire remaining interest will be distributed as described in Treasury Regulation 1.401(a)(9)-6 as applied to account balance plans, which generally means that the remaining portion of such 403(b) Owner's interest will continue to be distributed under the Contract option chosen.
- (h) Additional requirements include the following:
- (1) If the 403(b) Owner participates in two or more 403(b) arrangements, they may satisfy the minimum distribution requirements described above by taking from one 403(b) arrangement the amount required to satisfy the requirement for another in accordance with Treasury Regulation 1.403(b)-6(e)(7).
 - (2) Amounts distributed during a calendar year from the Annuity are part of the minimum required distribution until the total required minimum distribution has been satisfied for that year under Code Section 401(a)(9) for the Annuity have not been satisfied.
 - (3) The 403(b) Owner acknowledges that it is their sole responsibility to satisfy the required minimum distribution rules. The 403(b) Owner agrees that the Issuer shall not be liable for any tax or penalty imposed upon the 403(b) Owner if the 403(b) Owner fails to receive any required minimum distribution from the Annuity.
 - (4) If the 403(b) Owner fails to elect a method of distribution by their required beginning date the Issuer shall have complete and sole discretion to do any one of the following:
 - make no distribution until the 403(b) Owner provides a proper withdrawal request;
 - distribute the 403(b) Owner's entire interest in a single sum payment;
 - distribute the 403(b) Owner's entire interest over a period certain not extending beyond the 403(b) Owner's life expectancy or the life expectancy of the 403(b) Owner and their Beneficiary; or
 - annuitize the Annuity within the parameters described in this Article.

The Issuer will not be liable for any penalties or taxes related to the 403(b) Owner's failure to take a required minimum distribution.

- (5) The value of the Annuity for purposes of this Article is the prior December 31 balance adjusted to include the amount of any outstanding rollovers and transfers under Q&As-7 and -8 of Treasury Regulation 1.408-8 and the actuarial value of any other benefits provided under the Annuity, such as guaranteed death benefits.
- (6) The special rule in Treasury Regulation 1.408-8, A-5 relating to spousal beneficiaries does not apply to the Contract, which means that the surviving spouse is not permitted to treat the Contract as the spouse's own 403(b) contract.
- (7) If the Beneficiary payment election described in Article 3.04(e) is not made by December 31 of the year following the year the 403(b) Owner dies, the Issuer reserves the right to elect, in its complete and sole discretion, to do any one of the following:
 - make no distribution until the Beneficiary(ies) provides a proper withdrawal request;
 - distribute the entire Annuity to the Beneficiary(ies) in a single sum payment;
 - distribute the entire remaining interest to the Beneficiary(ies) pursuant to the applicable option in paragraphs 3.04(e)(1) or (2) of this Endorsement.

The Issuer will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

3.05 Designation of Beneficiary – The 403(b) Owner may designate one or more persons or entities as Beneficiary of their Annuity. This designation can only be made on a form provided by or acceptable to the Issuer, and it will only be effective when it is filed with the Issuer during the 403(b) Owner's lifetime. Unless otherwise specified, each Beneficiary designation the 403(b) Owner files with the Issuer will cancel all previous ones. The consent of a Beneficiary(ies) shall not be required for the 403(b) Owner to revoke a Beneficiary designation. If the 403(b) Owner has designated both primary and contingent Beneficiaries and no primary Beneficiary(ies) survives the 403(b) Owner, the contingent Beneficiary(ies) shall acquire the designated share of the 403(b) Owner's Annuity. If the 403(b) Owner does not designate a Beneficiary, or if all of the 403(b) Owner's primary and contingent Beneficiary(ies) predecease the 403(b) Owner, the 403(b) Owner's estate will be the Beneficiary.

If the 403(b) Owner designates a spouse Beneficiary and the individual later ceases to be the 403(b) Owner's spouse, such designation of the individual who becomes an ex-spouse (other than by death) will be deemed void and the ex-spouse shall have no rights as a Beneficiary unless redesignated as a Beneficiary by the 403(b) Owner subsequent to becoming an ex-spouse.

The Issuer may allow, if permitted by state law, an original Beneficiary(ies) (the Beneficiary(ies) who is entitled to receive distribution(s) from an inherited Annuity at the time of the 403(b) Owner's death) to name a successor Beneficiary(ies) for the inherited Annuity. This designation can only be made on a form provided by or acceptable to the Issuer, and it will only be effective when it is filed with the Issuer during the 403(b) Owner's Beneficiary's(ies') lifetime. Unless otherwise specified, each Beneficiary designation form that the original Beneficiary(ies) files with the Issuer will cancel all previous ones. The consent of a successor Beneficiary(ies) shall not be required for the original Beneficiary(ies) to revoke a successor Beneficiary(ies) designation. If the original Beneficiary(ies) does not designate a successor Beneficiary(ies), their estate will be the successor Beneficiary. In no event shall the successor Beneficiary(ies) be able to extend the distribution period beyond that required for the original Beneficiary.

3.06 Distribution of Excess Amounts – If required or permitted by law or regulations, upon the request of the 403(b) Owner, the Issuer may distribute any excess amount to the 403(b) Owner as permitted by Treasury Regulation 1.403(b)-4(f)(3) and (4). Generally, an excess amount is the amount of any contribution made on behalf of the 403(b) Owner for the 403(b) Owner's tax year that exceeds the maximum amount allowable as a contribution for such tax year, as described in Article 2.05 of this Agreement.

3.07 Eligible Rollover Distributions – This Contract shall satisfy the requirements of Treasury Regulation 1.403(b)-3(a)(7), including further requirements described in Treasury Regulation 1.403(b)-7(b)(2). Accordingly, at the election of the 403(b) Owner (or the surviving spouse Beneficiary of the 403(b) Owner) the Issuer shall pay any eligible rollover distribution to an eligible retirement plan described in Code Section 402(c)(8)(B) (including an individual retirement plan described in Code Section 408, qualified retirement plan under Code Section 401(a) or 403(a), another annuity contract or custodial account described in Code

Section 403(b), or an eligible plan under Code Section 457(b) maintained by a government employer) in a direct rollover for the 403(b) Owner (or Beneficiary). The definition of eligible retirement plan will also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p). Further, a Beneficiary (including a nonspouse Beneficiary) may directly roll over their portion of any eligible rollover distribution to an inherited individual retirement arrangement (under Code Section 408 or 408A). No amount that is distributed on account of hardship will be an eligible rollover distribution, and the distributee may not elect to have any portion of such a distribution paid directly to an eligible retirement plan.

The 403(b) Owner (or surviving spouse Beneficiary, former spouse, or non-spouse Beneficiary) who desires such a direct rollover must specify the individual retirement plan, qualified plan, 403(b) plan, or eligible plan under Code Section 457(b) to which the eligible rollover distribution is to be paid, and satisfy such other reasonable requirements as the Issuer may impose.

Special rollover rules apply to Roth Elective Deferrals as specified in Treasury Regulation 1.403(b)-7(b)(2).

ARTICLE IV – ADMINISTRATION

- 4.01 **Duties of the Issuer** – The Issuer shall have the following obligations and responsibilities:
- (a) to hold Premiums received by it in the Annuity, invest such Premiums pursuant to the 403(b) Owner's instructions and distribute Annuity assets pursuant to this Endorsement;
 - (b) to register any property held by it in its own name, or in nominal bearer form, that will pass delivery;
 - (c) to maintain records of all relevant information as may be necessary for the proper administration of the Annuity and such other data information as may be necessary;
 - (d) to allocate earnings, if any, realized from such Premiums; and
 - (e) to file such returns, reports and other information with the Internal Revenue Service and other government agencies as may be required of the Issuer under applicable laws and regulations.
- 4.02 **Reports** – As soon as practicable after December 31st of each calendar year, and whenever required by regulations under the Code, the Issuer shall deliver to the 403(b) Owner a written report of the Issuer's transactions relating to the Annuity during the period from the last previous accounting, and shall file such other reports as may be required under the Code.
- 4.03 **Issuer Not Responsible for Certain Actions** – The Issuer has no duty to take any action with respect to the Annuity except upon the written instruction of the 403(b) Owner or the 403(b) Owner's Beneficiary, if applicable. Further, the Issuer shall have no responsibility for determining the amount of or collecting Premiums to the Annuity made pursuant to this Endorsement; selecting the investments for the Annuity; determining the amount, character or timing of any distribution to the 403(b) Owner under this Endorsement; determining the 403(b) Owner's maximum Premium amount; or maintaining or defending any legal action in connection with this Endorsement, unless agreed upon by the Issuer and the 403(b) Owner.
- 4.04 **Indemnification of Issuer** – The 403(b) Owner acknowledges and agrees that nothing in this Endorsement shall be construed as conferring fiduciary status upon the Issuer. The Issuer shall not be required to perform any additional services unless specifically agreed to under the terms and conditions of this Endorsement, or as required under the Code and the regulations promulgated thereunder with respect to 403(b) plans. The 403(b) Owner agrees to indemnify and hold the Issuer harmless for any and all claims, actions, proceedings, damages, judgments, liabilities, costs and expenses, including attorney's fees, arising from, or in connection with this Endorsement.
- 4.05 **Issuer's Fees and Expenses** – The Issuer has the right to charge an annual service fee or other designated fees (e.g., a transfer or rollover fee) for maintaining the 403(b) Owner's Annuity. In addition, the Issuer has the right to be reimbursed for all reasonable expenses, including legal expenses, it incurs in connection with the administration of the 403(b) Owner's Annuity. The Issuer may charge the 403(b) Owner separately for any fees or expenses, or it may deduct the amount of the fees or expenses from the assets in the 403(b) Owner's Annuity at its discretion. The Issuer reserves the right to charge any additional fee upon 30 days notice to the 403(b) Owner that the fee will be effective.

Any brokerage commission attributable to the assets in the 403(b) Owner's Annuity will be charged to their Annuity. The 403(b) Owner cannot reimburse their Annuity for those commissions.

ARTICLE V – AMENDMENT OF ENDORSEMENT

By completion and submission of an executed Endorsement, the 403(b) Owner delegates to the Issuer all authority to amend this Endorsement by written notification from the Issuer to the 403(b) Owner as to any term hereof, at any time (including retroactively) to the extent necessary to satisfy the requirements of Code Section 403(b) (or related regulations). Any amendment the Issuer makes to comply with the Code and related regulations does not require the 403(b) Owner's consent. The Issuer may also amend this Endorsement to the extent necessary or appropriate to permit the efficient administration of the Annuity. The 403(b) Owner will be deemed to have consented to such amendment unless, within 30 days from the date the Issuer mails the amendment, the 403(b) Owner notifies the Issuer in writing that he or she does not consent. No amendment shall be made that may operate to disqualify the Annuity under Code Section 403(b).

ARTICLE VI – LOANS TO 403(b) OWNERS

6.01 **General Rules** – The following rules shall apply with respect to loans to the 403(b) Owner from their Annuity.

- (a) Loans shall be authorized by the 403(b) Owner in a written form acceptable to the Issuer.
- (b) Loans must be adequately secured. Although it is the intention that loans to the 403(b) Owner shall be repaid, the collateral for each loan shall be the assignment of the 403(b) Owner's right, title and interest in and up to 50 percent of the 403(b) Owner's Annuity, and such other security as the Issuer may require.
- (c) Each loan must bear interest at a reasonable rate. (d) No 403(b) Owner loan shall exceed the present value of the 403(b) Owner's vested interest in their Annuity.
- (e) In the event of a default, foreclosure on the note and attachment of security will not occur until a distributable event occurs under the Endorsement.
- (f) The Issuer shall not have any duty to determine whether a loan meets the requirements of this Article 6.01 of this Endorsement or any other requirements of the Code or related rules or regulations, and shall not be liable to the 403(b) Owner or any Employer for any failure of the loan to meet such requirements. The Issuer shall have no duty to determine whether any loan is in default.

If the Plan is subject to Title I of the Employee Retirement Income Security Act of 1974 as amended, then the additional requirements of Labor Regulation 2550.408b-1 shall also be apply with respect to such loans.

6.02 **403(b) Owner Loan Limit** – No loan to any 403(b) Owner can be made to the extent that such loan, when added to the outstanding balance of all other loans to the 403(b) Owner, would exceed the lesser of (a) \$50,000 reduced by the excess (if any) of the highest outstanding balance of loans during the one-year period ending on the day before the loan is made, over the outstanding balance of loans on the date the loan is made, or (b) one-half of the present value of the vested interest of the 403(b) Owner in their Annuity. This limit shall apply in the aggregate to all custodial accounts or annuity contracts established under Code Section 403(b) by the 403(b) Owner's Employer on behalf of the 403(b) Owner.

6.03 **Repayment Term** – Any loan shall, by its terms, require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan, unless such loan is used to acquire a dwelling unit which within a reasonable time will be used as the principal residence of the 403(b) Owner.

ARTICLE VII – MISCELLANEOUS

7.01 **Applicable Law** – This Endorsement is established with the intention that it qualify as an Annuity under Code Section 403(b), and that Premiums to the same be treated accordingly. This Endorsement is subject to all applicable federal and state laws and regulations, particularly regulations issued under Code Section 403(b). If it is necessary to apply any state law to interpret and administer this Endorsement, the law of the Issuer's domicile shall govern.

If any provision of this Endorsement shall for any reason be deemed invalid or unenforceable, the remaining provisions shall, nevertheless, continue in full force and effect, and shall not be invalidated. Neither the 403(b) Owner's nor the Issuer's failure to enforce at any time or for any period of time any of the provisions of this Endorsement shall be construed as a waiver of such provisions, or the 403(b) Owner's right or the Issuer's right thereafter to enforce each and every such provision.

- 7.02 **Nonalienation** – Subject to Article 7.06 of this Endorsement below, the assets of the 403(b) Owner in their Annuity shall be not be subject to alienation, assignment, trustee process, garnishment, attachment, execution or levy of any kind, nor shall such assets be subject to the claims of the 403(b) Owner's creditors.
- 7.03 **Terms of Employment** – Neither the fact of the implementation of this Endorsement nor the fact that an Employee has become a 403(b) Owner, shall give to such Employee any right to continued employment; nor shall either fact limit the right of the 403(b) Owner's Employer to discharge or to deal otherwise with an Employee without regard to the effect such treatment may have upon the Employee's rights as a 403(b) Owner under this Endorsement.
- 7.04 **Notices and Change of Address** – Any required notice regarding this Annuity will be considered effective when the Issuer sends it to the intended recipient at the last address which it has in its records. Any notice to be given to the Issuer will be considered effective when the Issuer actually receives it. The 403(b) Owner or the intended recipient must notify the Issuer of any change of address.
- 7.05 **Restrictions on the Fund** – The assets in the 403(b) Owner's Annuity shall not be responsible for the debts, contracts or torts of any person entitled to distributions under this Endorsement.
- 7.06 **Matters Relating to Divorce** – Upon receipt of a domestic relations order, the Issuer may retain an independent third party to determine whether the order is a qualified domestic relations order pursuant to Code Section 414(p). Distributions may be made pursuant to such an order.
- 7.07 **Coordination with Plan** – If any terms of the Plan and the Endorsement conflict, the terms of the Plan shall govern.
- 7.08 **Nontransferability** – The Contract is not transferable. That requirement does not apply to a contract issued before January 1, 1963.
- 7.09 **Death benefits and other incidental benefits** – The Contract shall satisfy the incidental benefit requirement of Treasury Regulation 1.401-1(b)(1)(ii) (in form or in operation) as described in Treasury Regulation 1.403(b)-6(g).
- 7.10 **Representations and Responsibilities** – The 403(b) Owner represents and warrants to the Issuer that any information he or she has given or will give the Issuer with respect to this Endorsement is complete and accurate. Further, the 403(b) Owner agrees that any directions he or she gives the Issuer, or action the 403(b) Owner takes will be proper under this Endorsement, and that the Issuer is entitled to rely upon any such information or directions. If the Issuer fails to receive directions from the 403(b) Owner regarding any transaction, or if the Issuer receives ambiguous directions regarding any transaction, or the Issuer, in good faith, believes that any transaction requested is in dispute, it reserves the right to take no action until further clarification acceptable to the Issuer is received from the 403(b) Owner or the appropriate government or judicial authority. The Issuer shall not be responsible for losses of any kind that may result from the 403(b) Owner's directions to the Issuer or the 403(b) Owner's actions or failures to act, and the 403(b) Owner agrees to reimburse the Issuer for any loss the Issuer may incur as a result of such directions, actions or failures to act. The Issuer shall not be responsible for any penalties, taxes, judgments or expenses the 403(b) Owner incurs in connection with the 403(b) Owner's Annuity. The Issuer has no duty to determine whether the 403(b) Owner Premiums or distributions comply with the Code, regulations, rulings or this Endorsement. The Issuer may permit the 403(b) Owner to appoint, through written notice acceptable to the Issuer, an authorized agent to act on their behalf with respect to this Endorsement (e.g., attorney-in-fact, executor, administrator, investment manager); however, the Issuer has no duty to determine the validity of such appointment or any instrument appointing such authorized agent. The Issuer shall not be responsible for losses of any kind that may result from directions, actions or failures to act by the 403(b) Owner's authorized agent, and the 403(b) Owner agrees to reimburse the Issuer for any loss it may incur as a result of such directions, actions or failures to act by the 403(b) Owner's authorized agent.

The 403(b) Owner will have sixty (60) days after he or she receives any documents, statements or other information from the Issuer to notify the Issuer in writing of any errors or inaccuracies reflected in these documents, statements or other information. If the 403(b) Owner does not notify the Issuer within 60 days, the documents, statements or other information shall be deemed correct and accurate, and the Issuer shall have no further liability or obligation for such documents, statements, other information or the transactions described therein.

To the extent written instructions or notices are required under this Endorsement, the Issuer may accept or provide such information in any other form permitted by the Code or applicable regulations.

A handwritten signature in cursive script, reading "J. L. Justice".

Secretary

