

SERFF Tracking Number: AMEQ-126013372 State: Arkansas
Filing Company: American Equity Investment Life Insurance Company State Tracking Number: 41400
Company Tracking Number: FRG-09
TOI: A02I Individual Annuities- Deferred Non- Variable Sub-TOI: A02I.002 Flexible Premium
Product Name: FRG-09
Project Name/Number: FRG-09/FRG-09

Filing at a Glance

Company: American Equity Investment Life Insurance Company

Product Name: FRG-09

SERFF Tr Num: AMEQ-126013372 State: ArkansasLH

TOI: A02I Individual Annuities- Deferred Non- Variable

SERFF Status: Closed

State Tr Num: 41400

Sub-TOI: A02I.002 Flexible Premium

Co Tr Num: FRG-09

State Status: Approved-Closed

Filing Type: Form

Co Status: F - Filed

Reviewer(s): Linda Bird

Authors: Judith Karcher, Kathleen Underwood, Cheryl Parker, Tiffany Meuer

Disposition Date: 02/05/2009

Date Submitted: 01/30/2009

Disposition Status: Approved

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: FRG-09

Status of Filing in Domicile: Authorized

Project Number: FRG-09

Date Approved in Domicile: 01/29/2009

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 02/05/2009

State Status Changed: 02/05/2009

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

I am filing the enclosed, above referenced form for your review and approval.

This is a new flexible premium deferred annuity contract. It is a fixed version of our RG-FIA-09 contract, which you approved December 22, 2008. We created this product in the event SEC Rule 151A survives, and for agents that prefer

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to sell non-indexed annuities. It has a Flesch readability score of 50.6.

The Iowa Department of Insurance approved this form January 29, 2009. We plan to use this form with our application form 2000 (Rev), approved by your department March 10, 2000. Please see attached Statement of Variability for an explanation of all variable items. Our method of marketing is through individually licensed agents.

Please note we have included two pages three. Page 3, form number FRG-09, is for issue ages 0 - 78 and page 3, form number FRG-09A is for issue ages 79 - 85.

I, as Compliance Officer for American Equity, certify to the following:

- Compliance with Regulation 19§10B, as well as all applicable requirements of the Arkansas Insurance Department.
- We will provide the Guaranty Association Notice, form #4015-AR at the time of delivery of the contract, pursuant to Regulation 49.
- As required by Ark. Code Ann. 23-79-138, attached to each contract issued is our form 4016-AR, which includes the agent name and address, our company address and your department of insurance information. Our contract summary for FRG-09 states the agent's name & address and is sent with each contract issued.

If we do not receive a response within 30 days, we will Deem this product approved, according to your law Ark. Code Ann. 23-79-109.

Thank you for your review of this submission.

Company and Contact

Filing Contact Information

Judith Karcher, V. P. & Compliance Officer jkarcher@american-equity.com
5000 Westown Pkwy (515) 457-1722 [Phone]
West Des Moines, IA 50266 (515) 223-3865[FAX]

Filing Company Information

American Equity Investment Life Insurance CoCode: 92738 State of Domicile: Iowa

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Company

5000 Westown Pkwy
Ste 440
West Des Moines, IA 50266
(515) 221-0002 ext. [Phone]

Group Code: 2658
Group Name:
FEIN Number: 42-1153896

Company Type:
State ID Number:

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Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Equity Investment Life Insurance Company	\$50.00	01/30/2009	25380920

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	02/05/2009	02/05/2009

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Disclosure		Yes
Supporting Document	Statement of Variability		Yes
Form	FRG-09		Yes

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Form Schedule

Lead Form Number: FRG-09

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	FRG-09	Policy/Contract/Fraternal Certificate	Initial		51	FRG-09 generic contract.pdf

AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY

5000 Westown Parkway
West Des Moines, Iowa 50266
(888) 221-1234

A STOCK LIFE INSURANCE COMPANY

We pay the benefits of this Contract, subject to all of its provisions, terms and conditions. We issue this Contract based on the attached Application and payment of the Premium on or before the Contract Date.

15 DAY RIGHT TO EXAMINE CONTRACT

YOU MAY RETURN THIS CONTRACT TO YOUR AGENT OR OUR HOME OFFICE FOR UP TO 15 DAYS AFTER YOU RECEIVE IT. THIS CONTRACT WILL BE VOID UPON OUR, OR OUR AGENT'S, RECEIPT OF YOUR RETURNED CONTRACT. WITHIN 10 DAYS WE WILL REFUND ANY PREMIUM PAID.

Signed for the Company at Des Moines, Iowa, on the Contract Date.

 Debra J. Richardson Secretary	 Ronald J. Grensteiner President
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Flexible Premium Deferred Annuity Contract
Death Benefit Prior to Maturity
Monthly Income at Maturity
No Dividends

This is a legal Contract between You and Us.
READ YOUR CONTRACT CAREFULLY

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CONTRACT SPECIFICATIONS

1. Contract Number: [Specimen]
 2. Contract Date: [January 1, 2009]
 3. Maturity Date: [January 1, 2088] Age 114
 4. Owner: [John Doe]
 5. Joint Owner: [N/A]
 6. Annuitant: [John Doe]
 7. Annuitant's Issue Age: [35]
 8. Annuitant's Sex: [Male]
 9. Tax Status: [Non-qualified]
 10. Initial Premium: [\$100,000.00]
 11. Bonus: 12% [\$12,000]
 12. Planned Premium Amount: [\$4,000.00]
 13. Planned Premium Mode: [Annual]
 - Minimum Contract Value Allowed: \$2,000
 14. Guaranteed Initial Interest Rate: [3.00%]
 - Initial Interest Rate Guarantee Period: 1 Contract Year
 - Minimum Guaranteed Interest Rate-CV: 1% Applies only to Contract Value (MGIR-CV)
 15. Minimum Guaranteed Interest Rate-MGSV: [1.50%] Applies only to Minimum Guaranteed Surrender Value shown on Page 7 (MGIR-MGSV)
- MGIR-MGSV Guarantee Period: Life of Contract
- SURRENDER CHARGE PERIOD: 10 CONTRACT YEARS**
- BONUS VESTING PERIOD: 14 CONTRACT YEARS**

End of Contract Yr	Surrender Charge %	Bonus Vesting Schedule %
1	12.5	0.00
2	12.0	0.00
3	12.0	0.00
4	11.0	8.33
5	10.0	16.67
6	9.0	25.00
7	8.0	33.33
8	7.0	41.67
9	6.0	50.00
10	4.0	58.33
11	0.0	66.67
12	0.0	75.00
13	0.0	83.33
14	0.0	91.67
15+	0.0	100.00

CONTRACT SPECIFICATIONS

Contract Number: [Specimen]
 Contract Date: [January 1, 2009]
 Maturity Date: [January 1, 2088] Age 114
 Owner: [John Doe]
 Joint Owner: [N/A]
 Annuitant: [John Doe]
 Annuitant's Issue Age: [80]
 Annuitant's Sex: [Male]
 Tax Status: [Non-qualified]
 Initial Premium: [\$100,000.00]
 Bonus: 6% [\$6,000]
 Planned Premium Amount: [\$4,000.00]
 Planned Premium Mode: [Annual]
 Minimum Contract Value Allowed: \$2,000
 Guaranteed Initial Interest Rate: [3.00%]
 Initial Interest Rate Guarantee Period: 1 Contract Year
 Minimum Guaranteed Interest Rate-CV: 1% Applies only to Contract Value (MGIR-CV)
 Minimum Guaranteed Interest Rate-MGSV: [1.50%] Applies only to Minimum Guaranteed
 Surrender Value shown on Page 7 (MGIR-MGSV)
 MGIR-MGSV Guarantee Period: Life of Contract
SURRENDER CHARGE PERIOD: 10 CONTRACT YEARS
BONUS VESTING PERIOD: 10 CONTRACT YEARS

End of Contract Yr.	Surrender Charge %	Bonus Vesting Schedule %
1	10.0	0.00
2	9.0	0.00
3	8.0	0.00
4	7.0	16.67
5	6.0	16.67
6	5.0	33.33
7	4.0	33.33
8	3.0	50.00
9	2.0	66.67
10	1.0	83.33
11	0.0	100.00

DEFINITIONS

In this Contract, these terms mean:

WE, OUR, US, COMPANY:	AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY
OWNER, YOU, YOUR:	The person named in the Application as the Owner. The Owner has all rights under this Contract.
ANNUITANT:	The person shown on Page 3 whose life is the measuring life for Your Contract. The Annuitant may or may not be the Owner.
PAYEE:	The person to whom We pay Proceeds.
BENEFICIARY:	The person or persons shown on the Application or by later changes, to whom We pay death Proceeds. You may change a Beneficiary as this Contract allows. However, if the Annuitant is not the Owner and the Owner dies before the Maturity Date, the Annuitant becomes the Beneficiary, unless You specify otherwise in advance.
APPLICATION:	The form You filled out to apply for this Contract. We have attached a copy.
NOTICE, NOTIFY, NOTIFYING:	Written requests and information We receive at Our Home Office, at address shown on Page 1, that You sign, and We accept.
AGE:	The Annuitant's Age last birthday.
CONTRACT DATE, ISSUE DATE:	The date this Contract becomes effective. This Contract does not take effect until delivered and You have paid the Initial Premium.
MATURITY DATE:	The Maturity Date is the last date this Contract can remain in force, is 1 st Contract Anniversary after Annuitant's 114 th birthday, and is shown on Page 3. You may not change Your Maturity Date, even under the CONTRACT CHANGES provision on Page 5. Please Note: Annuitization Option is also available and is shown on Page 8.
ANNUITIZE:	Conversion of Your Proceeds into a series of payments. See Payment of Proceeds Provision and Annuitization Option on Page 8.
CONTRACT YEAR, ANNIVERSARY:	We compute Contract Years and Anniversaries from the Contract Date. Example: If the Contract Date is January 1, 2009, the first Contract Year ends on December 31, 2009, and the first Contract Anniversary falls on January 1, 2010.
VESTED, VESTING, VEST:	The % of Your Bonus shown on Page 3 which You do not forfeit as a result of Partial Withdrawal or Surrender.

GENERAL PROVISIONS

CONTRACT

This Contract, attached Application, and any attached amendments, riders or endorsements make up the entire Contract.

CONTRACT CHANGES

No one may change any part of this Contract or waive any provision except You or one of Our officers. Both must agree to the change. All changes must be in writing.

CONFORMITY WITH THE LAW

The provisions of this Contract conform to the minimum requirements of the delivery state. The laws of the delivery state control over any conflicting laws of any other state where the Owner may live on or after the Contract Date.

CHANGES IN THE LAW

We will amend this Contract to comply with any changes in laws governing it or taxation of benefits under it. Any change is subject to Contract Provisions.

OWNERSHIP

This Contract belongs to You. You have all rights, subject to the rights of: Any assignee of record with Us; Any irrevocable Beneficiary; and Any restricted Ownership. You may change the Owner by Notifying Us. The change will take effect on the date We receive Notice. Any change is subject to any action We take before receiving Notice. A change of Owner does not change the Beneficiary.

INCONTESTABILITY

We will not contest this Contract after it has been in force during the Annuitant's lifetime for 2 years from the Issue Date. In the absence of fraud, statements on the Application are representations and not warranties. Read the Application copy attached. If anything is not true or complete to the best of Your knowledge and belief, Notify Us.

NONFORFEITABILITY

Before the Maturity Date, Your Cash Surrender Value is always nonforfeitable.

RESERVE BASIS

The reserve method and basis for this Contract is on file with the Insurance Department in Your state.

STATEMENT OF VALUES

At least once each year We will send You a Statement of Values. It will show:

- (1) Premium paid;
- (2) Interest credited;
- (3) Withdrawals, Surrender Charges, Bonus Vesting; and
- (4) Values as described on Page 7.

TERMINATION

This Contract Terminates on the earliest of:

- (1) The date You do not maintain Minimum Value as described on Page 7;
- (2) The date You elect the Annuitization Option described on Page 8;
- (3) The date You Surrender Your Contract;
- (4) The date the Annuitant or Owner dies; or
- (5) The Maturity Date.

PREMIUM PROVISIONS

PAYMENT OF PREMIUMS

The Initial Premium, as shown on Page 3, is due on the Contract Date. You may make additional Premium payments, in any amount and frequency subject to Limitations below. However, if You make Premium payments other than as You indicated on the Application, and as reflected on Page 3, Your actual Values will vary from those shown in this Contract.

Accrued Premium Amount - To calculate Withdrawal or Surrender Proceeds Your Accrued Premium Amount is the portion of the Contract Value resulting from Your Premiums, plus Interest, less Withdrawal Amounts.

BONUS

The % of the Initial Premium shown on Page 3. We also apply Bonus %, to any Additional Premiums We receive in the first Contract Year. We add the Bonus to Your Contract Value on the date We receive Premiums.

Accrued Bonus Amount - To calculate Withdrawal or Surrender Proceeds Your Accrued Bonus Amount is the portion of the Contract Value resulting from the Bonus, plus Interest, less Withdrawal Amounts. Surrender Charges do not apply to Your Accrued Bonus Amount.

BONUS VESTING

Your Bonus will Vest as shown on Page 3. If you take a Partial Withdrawal or Surrender, You will receive the Vested portion of Your Bonus which We calculate as follows:

- (1) At Partial Withdrawal, the pro-rata portion of the Partial Withdrawal Amount allocated to Your Accrued Bonus Amount multiplied by the Bonus Vesting % shown on Page 3; or
- (2) At Surrender, Your Accrued Bonus Amount multiplied by the Bonus Vesting % shown on Page 3 minus the non-Vested portion of any Penalty-free Withdrawals taken from Your Accrued Bonus Amount in the preceding 12 months.

LIMITATIONS

You may pay additional Premiums as long as Your Contract is in force. If You stop paying Premiums, and make no Withdrawals, the Contract Value continues to grow.

CONTRACT VALUES PROVISIONS

CONTRACT VALUE

Your Contract Value equals:

- (1) All Premiums received and Interest credited thereon; plus
- (2) Your Bonus and Interest credited thereon; less
- (3) Any Withdrawal Amounts.

CASH SURRENDER VALUE

The Cash Surrender Value is the amount of Proceeds payable if You Surrender this Contract during the Bonus Vesting Period, and is equal to the greater of:

- (1) Your Accrued Premium Amount minus any Surrender Charges, plus the Vested portion of Your Accrued Bonus Amount; or
- (2) Minimum Guaranteed Surrender Value.

MINIMUM GUARANTEED SURRENDER VALUE

The Surrender Value of Your Contract will never be less than:

- (1) 87.5% of all Premiums We receive; less
- (2) Any Withdrawal Proceeds;
- (3) Accumulated at MGIR-MGSV shown on Page 3.

SURRENDER CHARGES

We take a Surrender Charge on Partial Withdrawals or Surrenders during the Surrender Charge Period. We calculate Surrender Charges as follows:

- (1) At Partial Withdrawal, the Partial Withdrawal from Your Accrued Premium Amount multiplied by the Surrender Charge % shown on Page 3; or
- (2) At Surrender, Your Accrued Premium Amount, plus any Penalty-free Withdrawals from Your Accrued Premium Amount in the last 12 months, multiplied by the Surrender Charge % shown on Page 3.

INTEREST

The rate and duration of the Guaranteed Initial Interest Rate shown on Page 3 apply only to Your first year Premiums. The rate and duration of the MGIR-CV shown on Page 3 apply to Your Contract Value only. We declare Our current interest rates in advance and guarantee never less than MGIR-CV.

The MGIR-MGSV shown on Page 3 applies to Minimum Guaranteed Surrender Value only, is based on the average of the 5 Year Constant Maturity Treasury Rate for October of previous year, and is guaranteed for the life of this Contract.

All Interest Rates are calculated as effective annual rates, compounded daily.

To calculate Withdrawal or Surrender Amounts we track Interest credits to Accrued Premium Amount and Accrued Bonus Amount on a pro-rata basis.

MINIMUM VALUES

To be maintained, Your Contract must contain at least the Minimum Contract Value Allowed as shown on Page 3. If through Withdrawals You reduce Your Contract Value to less than the Minimum Contract Value Allowed, Your Contract will automatically Terminate, We will apply any Surrender Charges and Bonus Vesting Percentages and pay-out the remaining funds.

CONTRACT PROCEEDS AND PAY-OUT PROVISIONS

MINIMUM BENEFITS

Any Proceed Pay-outs available under this Contract are at least the minimum required by laws of the delivery state.

PREMIUM TAXES

If We are required to pay premium taxes, We re-calculate Your Proceeds at Pay-out as if We had deducted premium taxes from Your Premiums as We received them.

PROCEEDS

Proceeds means the amount payable when:

- (1) You take a Withdrawal;
- (2) You Surrender this Contract;
- (3) You exercise the Annuitization Option;
- (4) The Annuitant or Owner dies; or
- (5) The Contract matures.

PAYMENT OF PROCEEDS

We pay Proceeds in one sum, unless You or Your Beneficiary elect to apply all or part of Death or Maturity Proceeds to provide payments under a Settlement Option. We always pay Withdrawal and Surrender Proceeds in one sum unless You choose the Annuitization Option below. If Pay-out is not immediate, We credit interest to the Proceeds from the date of Withdrawal, Surrender, Maturity, or Death until Pay-out. We add this interest to the Proceeds and pay the greater of:

- (1) The MGIR-CV shown on page 3; or
- (2) Any minimum rate required by the laws of the delivery state.

ADJUSTMENT OF BENEFIT VALUES

If We find an error in the stated Age or sex of any Payee, after making payments under a Settlement Option, We adjust the benefits to those that the Values of this Contract would have purchased using the correct Age and sex. If We find an error and We have made income payments, We:

- (1) Pay the amount of any under-payments, plus interest, compounded annually; or
- (2) Charge the amount of any over-payments, plus interest, compounded annually, against the next income payments.

ANNUITIZATION OPTION

You may annuitize Your Surrender Proceeds under this Contract after the first Contract Year for a life option with at least 5 years certain.

MATURITY PAY-OUT PROVISIONS

MATURITY BENEFIT

If Annuitant is alive on the Maturity Date, We pay the Maturity Proceeds as described in Payment of Proceeds section. The Maturity Proceeds equal the greater of the Contract Value or Minimum Guaranteed Surrender Value on the Maturity Date. We may change the mode of payment so the payment is at least \$50.00.

WITHDRAWAL AND SURRENDER PAY-OUT PROVISIONS

DEFERRAL OF PAYMENT

We may defer payment of any Surrender Proceeds for up to six months from the date You Notify Us, only after We receive written approval of deferral from the Commissioner of Insurance, and pay interest on the Proceeds as described in the Payment of Proceeds section.

WITHDRAWALS

Withdrawal Amount is the amount we deduct from Your Contract Value to provide the Withdrawal Proceeds, taking into consideration any Penalty-free amount available, any Surrender Charges, and Bonus Vesting. Withdrawals include amounts withdrawn under both the Penalty-free Withdrawal and Partial Withdrawal Options as follows:

(1) **Penalty-free Withdrawal Option**

Each Contract Year, after the first, You may take one Penalty-free Withdrawal of up to 10% of Your Contract Value. Penalty-free Withdrawal Proceeds equal the Penalty-free Withdrawal amount You Request, and is the Withdrawal Amount by which We adjust Your Values. We prorate the Penalty-free Withdrawal Amount between the Accrued Premium Amount and the Accrued Bonus Amount.

(2) **Partial Withdrawal Option**

You may make Partial Withdrawals at any time subject to Surrender Charges and Minimum Values. We apply applicable Surrender Charges to:

- a. Amounts withdrawn in the first Contract Year;
- b. Amounts withdrawn in excess of the Penalty-free Withdrawal Option amount; and
- c. Any Withdrawals taken after taking a Penalty-free Withdrawal in any Contract Year;

Partial Withdrawal Proceeds equal the amount You request. We apply a Surrender Charge to Your Accrued Premium Amount and Vesting to Your Accrued Bonus Amount. Withdrawals in excess of the Penalty-free Withdrawal Amount will cause You to forfeit part of Your Accrued Bonus Amount.

We process Penalty-free Withdrawals before Partial Withdrawals. For example, if You request a Withdrawal in excess of the Penalty-free Withdrawal, the Penalty-free Withdrawal Option provision applies to 10% of the Contract Value, without Surrender Charges or Bonus Vesting, and the remaining amount falls under the Partial Withdrawal Option and is affected by Surrender Charges and Bonus Vesting.

REQUIRED MINIMUM DISTRIBUTION AMOUNT

We limit the amount You may Withdraw from this Contract as an IRS-defined required minimum distribution to the amount required under the Internal Revenue Code based on the Value of this Contract only.

SURRENDER

If You Surrender this Contract, We pay You the Surrender Proceeds as follows:

- (1) During the Bonus Vesting period, Surrender Proceeds equal the Cash Surrender Value;
- (2) At the end of the Bonus Vesting Schedule Surrender Proceeds equal the Contract Value.

Some Limitations may apply, see Limitations section below.

LIMITATIONS

- (1) No portion of a Surrender taken during the Surrender Charge Period can be Penalty-free.
- (2) We treat any Penalty-free Withdrawal You take within 12 months of Surrender as having been made in anticipation of Surrender. Therefore, that Penalty-free Withdrawal amount is subject to Surrender Charges and Bonus Vesting. We will subtract Surrender Charges and the non-Vested portion of Your Bonus previously withdrawn from Your Surrender Proceeds.
- (3) You may not take a Withdrawal, unless Your Contract Value is large enough to leave a balance, after the Withdrawal, of at least the Minimum Contract Value Allowed, shown on Page 3.

DEATH PAY-OUT PROVISIONS

DEATH BENEFITS

Annuitant's Death -The Death Proceeds payable equal the greater of Your Contract Value or Minimum Guaranteed Surrender Value on the Annuitant's date of death.

If the Annuitant dies before the Maturity Date, We pay the Proceeds to Your Beneficiary. If You did not choose a Settlement Option, the Beneficiary may make a selection within 60 days of Our receiving proof of death.

If there are Joint Annuitants, We pay Death Proceeds at second death unless Joint Annuitants are also the Joint Owners, then We pay Proceeds at first death.

If the Annuitant dies after the Maturity Date and before the payment of the entire Death Proceeds, We pay any remaining balance as provided for in the Settlement Option selected, at least as rapidly as under the method of payment in effect at the Annuitant's death.

Owner's Death - The Death Proceeds payable equal the greater of Your Contract Value or Minimum Guaranteed Surrender Value on the Owner's date of death.

If the Owner, who is not the Annuitant, dies before the Maturity Date, We pay Death Proceeds to the Owner's Beneficiary.

We pay out the entire Death Proceeds in a lump sum unless:

- (1) It is payable to the Beneficiary over a 5 year period. Entire Death Proceeds must be paid within 5 years;
- (2) It is payable over the lifetime, or life expectancy, of a designated Beneficiary. Payment must begin within one year of the date of death; or
- (3) The designated Beneficiary is the Owner's spouse and he or she continues the Contract in his or her name as new Owner.

If there are Joint Owners, We apply these distribution requirements at first death.

Note: Death Proceeds are payable on the death of the first to die of either the Owner or Annuitant.

INTEREST ON DEATH BENEFIT

We pay interest on the Death Proceeds as described in Payment of Proceeds section.

BENEFICIARY

You named the Beneficiary in the Application. While the Annuitant is alive You may change the Beneficiary by Notifying Us. A change will take effect on the date We receive Notice. Any change is subject to payment or other action We take before receiving Notice.

Unless You Notify Us otherwise, these rules apply:

- (1) If You name more than one Beneficiary, and any one Beneficiary dies before the Annuitant, We pay the Death Proceeds to any surviving Beneficiary(ies).
- (2) If any Beneficiary dies within thirty days of the Annuitant and We receive Notice of the Death before We pay the Death Proceeds, We pay it as if the Beneficiary died before the Annuitant.
- (3) If You have not named a Beneficiary when the Annuitant dies, We pay the Death Proceeds to the Annuitant's estate.
- (4) If no named Beneficiary is alive when the Annuitant dies, We pay the Death Proceeds to the Annuitant's estate.
- (5) We pay equal amounts when more than one Beneficiary is to share the Death Proceeds.
- (6) When You do not state Beneficiaries by name (such as "children"), We may find who they are from sworn statements and not wait for court records. The word "child" means only a child born to, or adopted, it does not mean grandchild or stepchild.

SETTLEMENT OPTION PAY-OUT PROVISIONS

These are the guaranteed Pay-out options You may choose at Death or Maturity. You may also choose any other Settlement Option We currently offer by Notifying Us. All Pay-out options are for a minimum of 5 years. We pay interest on the Proceeds as described in Payment of Proceeds section.

OPTION 1 - INCOME FOR SPECIFIED PERIOD

We pay an income for a specific number of years in equal installments. We guarantee these payments to be at least those shown in Table 1.

OPTION 2 - LIFE INCOME

We pay equal monthly payments for a specified period certain and then for life. We guarantee these payments will be at least those shown in Table 2.

OPTION 3 - INCOME OF SPECIFIED AMOUNT

We pay income of the specified amount until the principal and interest are exhausted.

OPTION 4 - JOINT AND SURVIVOR INCOME

We pay equal monthly payments during the joint lifetime of the Annuitant and the named Beneficiary/Payee. We determine the payment by the Age and sex of each person from Table 3.

INTEREST ON SETTLEMENT OPTIONS

We pay at least the minimum rate as required by the state of delivery.

EXCESS INTEREST

Excess Interest is the difference between Our current Interest Rate, and the minimum rate required. We determine Excess Interest, if any, on Settlement Option amounts. We pay this excess under Option 1, 2, or 4 and add it to the period of payment under Option 3.

SUPPLEMENTARY CONTRACT

When We receive Notice requesting a Settlement Option, We issue a Supplementary Contract in exchange for this Contract, stating the terms under which We make payments. The Supplementary Contract states to whom We pay any remaining Proceeds if the Payee dies. Once a Supplementary Contract is in effect the method of pay-out cannot be changed, and the contract cannot be commuted or assigned.

If the Owner dies before payments under the Supplementary Contract are complete, We pay any remaining balance at least as rapidly as under the method of payment in effect on the Owner's date of death.

TABLE 1

INCOME FOR SPECIFIED PERIOD FACTORS

NO. OF YEARS PAYABLE	MONTHLY INSTALLMENTS*	NO. OF YEARS PAYABLE	MONTHLY INSTALLMENTS*
1	N/A	11	8.42
2	N/A	12	7.80
3	N/A	13	7.26
4	N/A	14	6.81
5	17.49	15	6.42
6	14.72	16	6.07
7	12.74	17	5.77
8	11.25	18	5.50
9	10.10	19	5.26
10	9.18	20	5.04

* Monthly installments shown are for each \$1,000 of net Proceeds applied at 2% Interest, which is subject to change as described on Page 11, Interest On Settlement Options.

TABLE 2

LIFE INCOME WITH SPECIFIED PERIOD CERTAIN FACTORS

		120		240		120		240					
Age	Life Only		Months Certain		Months Certain		Life Only		Months Certain		Months Certain		
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
15	\$2.28	\$2.21	\$2.28	\$2.21	\$2.28	\$2.21	65	\$5.14	\$4.65	\$4.96	\$4.55	\$4.39	\$4.21
16	\$2.30	\$2.23	\$2.30	\$2.23	\$2.30	\$2.23	66	\$5.32	\$4.79	\$5.10	\$4.68	\$4.45	\$4.29
17	\$2.32	\$2.24	\$2.32	\$2.24	\$2.31	\$2.24	67	\$5.50	\$4.95	\$5.25	\$4.82	\$4.51	\$4.36
18	\$2.34	\$2.26	\$2.34	\$2.26	\$2.33	\$2.26	68	\$5.70	\$5.11	\$5.40	\$4.96	\$4.57	\$4.43
19	\$2.36	\$2.28	\$2.35	\$2.28	\$2.35	\$2.27	69	\$5.91	\$5.29	\$5.56	\$5.11	\$4.63	\$4.50
20	\$2.37	\$2.29	\$2.37	\$2.29	\$2.37	\$2.29	70	\$6.13	\$5.48	\$5.72	\$5.27	\$4.68	\$4.57
21	\$2.39	\$2.31	\$2.39	\$2.31	\$2.39	\$2.31	71	\$6.37	\$5.69	\$5.89	\$5.44	\$4.73	\$4.63
22	\$2.41	\$2.33	\$2.41	\$2.33	\$2.41	\$2.33	72	\$6.62	\$5.91	\$6.06	\$5.61	\$4.78	\$4.69
23	\$2.44	\$2.35	\$2.43	\$2.35	\$2.43	\$2.34	73	\$6.89	\$6.16	\$6.24	\$5.80	\$4.82	\$4.74
24	\$2.46	\$2.37	\$2.46	\$2.37	\$2.45	\$2.36	74	\$7.18	\$6.42	\$6.41	\$5.98	\$4.85	\$4.79
25	\$2.48	\$2.39	\$2.48	\$2.39	\$2.47	\$2.38	75	\$7.49	\$6.70	\$6.59	\$6.18	\$4.89	\$4.83
26	\$2.50	\$2.41	\$2.50	\$2.41	\$2.50	\$2.40	76	\$7.82	\$7.01	\$6.78	\$6.38	\$4.91	\$4.87
27	\$2.53	\$2.43	\$2.53	\$2.43	\$2.52	\$2.42	77	\$8.17	\$7.34	\$6.96	\$6.58	\$4.94	\$4.90
28	\$2.56	\$2.45	\$2.55	\$2.45	\$2.55	\$2.45	78	\$8.55	\$7.70	\$7.14	\$6.79	\$4.96	\$4.93
29	\$2.58	\$2.48	\$2.58	\$2.47	\$2.57	\$2.47	79	\$8.96	\$8.09	\$7.31	\$6.99	\$4.98	\$4.96
30	\$2.61	\$2.50	\$2.61	\$2.50	\$2.60	\$2.49	80	\$9.39	\$8.51	\$7.49	\$7.20	\$4.99	\$4.98
31	\$2.64	\$2.52	\$2.64	\$2.52	\$2.63	\$2.52	81	\$9.86	\$8.97	\$7.65	\$7.40	\$5.00	\$4.99
32	\$2.67	\$2.55	\$2.67	\$2.55	\$2.66	\$2.54	82	\$10.36	\$9.46	\$7.81	\$7.59	\$5.01	\$5.01
33	\$2.70	\$2.58	\$2.70	\$2.58	\$2.69	\$2.57	83	\$10.89	\$10.00	\$7.97	\$7.78	\$5.02	\$5.02
34	\$2.73	\$2.61	\$2.73	\$2.60	\$2.72	\$2.60	84	\$11.46	\$10.59	\$8.11	\$7.95	\$5.03	\$5.02
35	\$2.77	\$2.63	\$2.76	\$2.63	\$2.75	\$2.63	85	\$12.06	\$11.22	\$8.25	\$8.11	\$5.03	\$5.03
36	\$2.80	\$2.67	\$2.80	\$2.66	\$2.78	\$2.65	86	\$12.71	\$11.90	\$8.37	\$8.26	\$5.04	\$5.03
37	\$2.84	\$2.70	\$2.84	\$2.70	\$2.82	\$2.69	87	\$13.40	\$12.63	\$8.49	\$8.39	\$5.04	\$5.04
38	\$2.88	\$2.73	\$2.88	\$2.73	\$2.85	\$2.72	88	\$14.14	\$13.41	\$8.59	\$8.51	\$5.04	\$5.04
39	\$2.92	\$2.77	\$2.92	\$2.76	\$2.89	\$2.75	89	\$14.92	\$14.23	\$8.68	\$8.62	\$5.04	\$5.04
40	\$2.97	\$2.80	\$2.96	\$2.80	\$2.93	\$2.79	90	\$15.75	\$15.11	\$8.77	\$8.71	\$5.04	\$5.04
41	\$3.01	\$2.84	\$3.00	\$2.84	\$2.97	\$2.82	91	\$16.63	\$16.02	\$8.84	\$8.80	\$5.04	\$5.04
42	\$3.06	\$2.88	\$3.05	\$2.88	\$3.01	\$2.86	92	\$17.57	\$16.97	\$8.91	\$8.87	\$5.04	\$5.04
43	\$3.11	\$2.92	\$3.10	\$2.92	\$3.06	\$2.90	93	\$18.56	\$17.97	\$8.97	\$8.93	\$5.04	\$5.04
44	\$3.16	\$2.96	\$3.15	\$2.96	\$3.10	\$2.94	94	\$19.63	\$19.01	\$9.02	\$8.99	\$5.04	\$5.04
45	\$3.21	\$3.01	\$3.20	\$3.00	\$3.15	\$2.98	95	\$20.77	\$20.10	\$9.06	\$9.04	\$5.04	\$5.04
46	\$3.27	\$3.06	\$3.25	\$3.05	\$3.20	\$3.02	96	\$22.01	\$21.26	\$9.10	\$9.04	\$5.04	\$5.04
47	\$3.33	\$3.11	\$3.31	\$3.10	\$3.25	\$3.07	97	\$23.37	\$22.50	\$9.12	\$9.11	\$5.04	\$5.04
48	\$3.39	\$3.16	\$3.37	\$3.15	\$3.30	\$3.12	98	\$24.88	\$23.88	\$9.14	\$9.13	\$5.04	\$5.04
49	\$3.45	\$3.21	\$3.43	\$3.20	\$3.35	\$3.16	99	\$26.60	\$25.43	\$9.16	\$9.15	\$5.04	\$5.04
50	\$3.52	\$3.27	\$3.50	\$3.26	\$3.41	\$3.22	100	\$28.57	\$27.21	\$9.17	\$9.16	\$5.04	\$5.04
51	\$3.59	\$3.33	\$3.56	\$3.32	\$3.47	\$3.27	101	\$30.84	\$29.28	\$9.17	\$9.17	\$5.04	\$5.04
52	\$3.67	\$3.40	\$3.63	\$3.38	\$3.52	\$3.32	102	\$33.48	\$31.70	\$9.18	\$9.18	\$5.04	\$5.04
53	\$3.74	\$3.46	\$3.71	\$3.45	\$3.59	\$3.38	103	\$36.57	\$34.56	\$9.18	\$9.18	\$5.04	\$5.04
54	\$3.83	\$3.53	\$3.79	\$3.51	\$3.65	\$3.44	104	\$40.20	\$37.96	\$9.18	\$9.18	\$5.04	\$5.04
55	\$3.91	\$3.61	\$3.87	\$3.59	\$3.71	\$3.50	105	\$44.50	\$42.00	\$9.18	\$9.18	\$5.04	\$5.04
56	\$4.01	\$3.69	\$3.96	\$3.66	\$3.78	\$3.56	106	\$49.61	\$46.86	\$9.18	\$9.18	\$5.04	\$5.04
57	\$4.10	\$3.77	\$4.05	\$3.74	\$3.84	\$3.63	107	\$55.74	\$52.73	\$9.18	\$9.18	\$5.04	\$5.04
58	\$4.21	\$3.86	\$4.14	\$3.82	\$3.91	\$3.70	108	\$63.15	\$59.88	\$9.18	\$9.18	\$5.04	\$5.04
59	\$4.32	\$3.95	\$4.24	\$3.91	\$3.98	\$3.77	109	\$72.20	\$68.70	\$9.18	\$9.18	\$5.04	\$5.04
60	\$4.43	\$4.05	\$4.35	\$4.01	\$4.05	\$3.84	110	\$83.42	\$79.72	\$9.18	\$9.18	\$5.04	\$5.04
61	\$4.56	\$4.15	\$4.46	\$4.10	\$4.12	\$3.91	111	\$97.59	\$93.78	\$9.18	\$9.18	\$5.04	\$5.04
62	\$4.69	\$4.27	\$4.58	\$4.21	\$4.19	\$3.98	112	\$116.03	\$112.26	\$9.18	\$9.18	\$5.04	\$5.04
63	\$4.83	\$4.39	\$4.70	\$4.32	\$4.25	\$4.06	113	\$141.56	\$138.22	\$9.18	\$9.18	\$5.04	\$5.04
64	\$4.98	\$4.51	\$4.83	\$4.43	\$4.32	\$4.13	114	\$187.79	\$185.87	\$9.18	\$9.18	\$5.04	\$5.04

Installments shown are monthly and are for each \$1,000 of net Proceeds applied. Based on 2000 Individual Annuity Table, and 2% Interest, which is subject to change as described on Page 11, Interest On Settlement Options.

TABLE 3

JOINT AND SURVIVOR INCOME FACTORS

We will establish values for Age or sex combinations not shown in the table on request. They will be calculated on the same basis as those in this table.

Female Age	Male Age					
	45	50	55	60	65	70
45	\$2.79	\$2.86	\$2.91	\$2.95	\$2.97	\$2.99
50	\$2.89	\$3.00	\$3.09	\$3.15	\$3.20	\$3.23
55	\$2.98	\$3.13	\$3.26	\$3.38	\$3.47	\$3.53
60	\$3.06	\$3.25	\$3.44	\$3.61	\$3.76	\$3.88
65	\$3.11	\$3.34	\$3.59	\$3.84	\$4.08	\$4.28
70	\$3.15	\$3.41	\$3.71	\$4.04	\$4.39	\$4.72

Installments shown are monthly and are for each \$1,000 of net Proceeds applied. Based on 2000 Individual Annuity Table, applied at 2% Interest, and subject to change as described on Page 11, Interest On Settlement Options.

**AMERICAN EQUITY
INVESTMENT LIFE
INSURANCE COMPANY**

P.O. Box 71216
Des Moines, Iowa 50325

**Flexible Premium Deferred Annuity Contract
Death Benefit Prior to Maturity
Monthly Income at Maturity
No Dividends**

SERFF Tracking Number: AMEQ-126013372 State: Arkansas
Filing Company: American Equity Investment Life Insurance State Tracking Number: 41400
Company
Company Tracking Number: FRG-09
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium
Variable
Product Name: FRG-09
Project Name/Number: FRG-09/FRG-09

Supporting Document Schedules

Review Status:
Satisfied -Name: Flesch Certification 01/29/2009
Comments:
Attachment:
AR090129-AR1.pdf

Review Status:
Satisfied -Name: Disclosure 01/29/2009
Comments:
Attachment:
1116-D 04 01 09.pdf

Review Status:
Satisfied -Name: Statement of Variability 01/29/2009
Comments:
Attachment:
stmtofVariability.pdf

CERTIFICATION

TO: ARKANSAS INSURANCE DEPARTMENT

FROM: AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY

This is to certify that the attached Form FRG-09 achieves a Flesch Reading Ease Test Score of 50.6, and complies with the requirements of Ark. Stat. Ann. 23-80-201 through 23-80-308, cited as the Life and Disability Insurance Policy Language Simplification Act.



Judith Z. Karcher, FLMI
Vice President & Compliance Officer

January 29, 2009
Date

STATEMENT OF VARIABILITY

FRG-09

I certify only items within brackets on page 3 and the signatures on page 1 are variable. They will vary as follows:

Page 1

Signatures are variable.

Page 3

Items 1 through 10, 12 and 13 on Page 3 are self-explanatory based on the specifics of the applicant as provided in the application.

11. **Bonus:** There is a bonus on this product. The bonus is based on premiums received in the first contract year and the annuitant's issue age, credited as we receive the premiums. As shown on page 3 and 3A of the contract, the bonus for issue ages 0-78 is 12% and issue ages 79-85 is 6%. The applicant is informed of the bonus, its provisions and limitations on pages 3, 3A and 6 of the contract.

14. **Guaranteed Initial Interest Rate:** The Guaranteed Initial Interest Rate can vary from 2-10%, applies only to first year premium as described on page 7, set at issue and guaranteed for first contract year as shown on page 3.

15. **Minimum Guaranteed Interest Rate-MGSV:** The Minimum Guaranteed Interest Rate MGIR-CV is always 2%. MGIR-MGSV set at issue based on 5 yr constant maturity treasury rate for October of the previous year, as described on page 7, and is guaranteed for the life of the contract.



Judith Z. Karcher, FLMI
Vice President & Compliance Officer
January 21, 2009