

SERFF Tracking Number:	CUNA-126014934	State:	Arkansas
Filing Company:	CUNA Mutual Insurance Society	State Tracking Number:	41482
Company Tracking Number:	2009-INGLWB ET AL		
TOI:	A03I Individual Annuities - Deferred Variable	Sub-TOI:	A03I.002 Flexible Premium
Product Name:	MEMBERS Variable Annuity III		
Project Name/Number:	VAIII May 2009 ENhancements/		

Filing at a Glance

Company: CUNA Mutual Insurance Society

Product Name: MEMBERS Variable Annuity III SERFF Tr Num: CUNA-126014934 State: ArkansasLH

TOI: A03I Individual Annuities - Deferred Variable SERFF Status: Closed State Tr Num: 41482

Sub-TOI: A03I.002 Flexible Premium Co Tr Num: 2009-INGLWB ET AL State Status: Approved-Closed

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

Authors: Kimberly Steggall, Kari Hamrick, Kathy Strauser, Carma Bouska Disposition Date: 02/11/2009

Date Submitted: 02/09/2009

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: VAIII May 2009 ENhancements

Project Number:

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 02/11/2009

Deemer Date:

Filing Description:

This is a filing of new forms for optional Guaranteed Lifetime Withdrawal Benefit Riders that may be elected for an additional charge for issue ages 55-85; a Purchase Payment Credit Benefit Endorsement that will be issued to ages 0-85 when the Extra Credit Plan Option of the product is elected; and a re-designed application form to be used to issue this coverage. This filing also includes a revised Statement of Variables for existing Guaranteed Minimum Accumulation Benefit Rider forms on file with the Department.

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 02/05/2009

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 02/11/2009

Corresponding Filing Tracking Number:

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This submission does not contain any unusual or possibly controversial items from normal industry standards.

The forms attached to the Forms Schedule are for your examination and approval. They are new forms, in final print, with the exception of ink, font style, paper stock and logo. They will be marketed on both a qualified and non-qualified basis to individuals for retirement planning purposes primarily via face-to-face registered representatives, although our call marketing area may be involved for in-bound calls. Please refer to the end of this filing description for information on the contract the forms will be used with, as well as the existing forms that will be replaced with the new forms of this filing. Information regarding the revised Statement of Variables for existing Guaranteed Minimum Accumulation Benefit Riders is also provided at the end of this filing description.

Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider Forms 2009-INGLWB and 2009-INGLWB-MG:
Form 2009-INGLWB will be used only when converting an existing Guaranteed Minimum Accumulation Benefit Rider to a GLWB Rider. Form 2009-INGLWB-MG will be used with newly issued contracts, and unlike the form used for conversions, it includes a minimum guarantee death benefit. These GLWB riders guarantee a specified annual lifetime withdrawal amount regardless of the contract value. Both riders include a step-up option. If a step-up occurs the withdrawal percentage rate will be reset based on the annuitant's age as of the step-up date, resulting in an increased rate. Both riders also include a simple interest benefit with interest currently set at 3%. The simple interest benefit remains in effect until the first lifetime withdrawal or the 10th anniversary, if earlier.

The primary differences between the new forms and the forms they replace include: a higher annual rider charge; a new provision stating that a change of ownership will result in termination of the GLWB rider; a revised excess withdrawal calculation that is based on a proportional adjustment (rather than the lesser of a proportional adjustment or the contract value); a revision to the interest rate used in calculating the simple interest benefit from a set rate of 5% to a current rate of 3%; revised annual withdrawal benefit rate percentages with a rate for each attained age; and other minor updates in language for ease of reading and understanding.

Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider Forms 2009-ILGLWB and 2009-ILGLWB-MG:
Form 2009-ILGLWB will be used only when converting an existing Guaranteed Minimum Accumulation Benefit Rider to a GLWB Rider. Form 2009-ILGLWB-MG will be used only with newly issued contracts, and unlike the form used for conversions, it includes a minimum guarantee death benefit. These GLWB riders guarantee a specified annual lifetime withdrawal amount regardless of the contract value. Both riders include a step-up option and a simple interest benefit

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with interest currently set at 8%. The simple interest benefit remains in effect until the first lifetime withdrawal or the 10th anniversary, if earlier. If a step-up occurs before the 10th anniversary, the simple interest benefit will continue in effect on each of the 10 anniversaries following the step-up (up until the 20th rider anniversary), or until the first lifetime withdrawal, if earlier. Both riders also include a one-time withdrawal feature. This one-time withdrawal (referred to as a “non-lifetime withdrawal”) may be taken before lifetime withdrawals under the rider begin.

The primary differences between the new forms and the forms they replace include: a higher annual rider charge; a new provision stating that a change of ownership will result in termination of the GLWB rider; a revised excess withdrawal calculation that is based on a proportional adjustment (rather than the lesser of a proportional adjustment or the contract value); a revision to the interest rate used in calculating the simple interest benefit from a set rate of 10% to a current rate of 8%; revised annual lifetime withdrawal benefit percentage age bands and rates; minor updates in language for ease of reading and understanding; and a one-time optional withdrawal feature. This one-time withdrawal (referred to as a “non-lifetime withdrawal”) is calculated using the annual withdrawal benefit percentage rate based on the annuitants age at the time of the withdrawal. The annual withdrawal benefit percentage used for this one-time withdrawal does not “lock-in” the rate used to calculate future lifetime withdrawals under the rider. (The annual lifetime withdrawal rate is not locked-in until the first lifetime withdrawal under the rider is taken.) However, taking a non-lifetime withdrawal will affect the simple interest benefit. If a non-lifetime withdrawal is taken, there will be no credit under the simple interest benefit for the rider year in which the non-lifetime withdrawal occurs; and if it is an excess withdrawal, the amount of the credit (when it resumes) will be reduced.

Form 2009-PPC, Purchase Payment Credit Benefit Endorsement Extra Credit Plan, will provide an increase to the contract value when cumulative net purchase payments reach a specified amount, as outlined in the endorsement. The charge for this benefit is included in the variable account mortality and expense risk charge for the Extra Credit Plan Option. The primary difference between the new form and the form it replaces includes adding an additional credit percentage of 6% for cumulative net purchase payment amounts of \$500,000 and above.

Form VAAPP-2009, Flexible Premium Deferred Variable Annuity Application, along with form VAAPP-2009-ALLOC (an insert page used for Payment Allocation selections), will be used to issue this product. This application has been re-designed for a new look and easier use. The following sections have been removed: ACH Authorization, Future Purchase Payments and Rebalancing Program. The following sections have been added: State Notice and Fraud Warning. Upon approval, this form will be available to be printed through a secured site on the internet where agents and home office personnel will have the option to complete fields within the application on-line. As fields are completed,

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sections may be expanded to accommodate information applicable to each section. The form will then be printed on paper and a wet signature obtained. When technology permits, the process may include electronic signature capabilities.

Comparison Documents are attached to the Supporting Documentation tab to further outline the changes made in the new forms to the forms they are replacing. A Statement of Variables is also attached.

These forms were written to be readable and easily understood by insureds. Although this is a variable product, subject to federal requirements and review, a flesch score is still being provided. The forms were scored with the Variable Annuity product stated below to achieve a flesch score of 50.

Form Information:

The new forms of this filing will be used with new issues or continued contracts of Form 2004-VA, Flexible Premium Deferred Variable Annuity, approved by the Department on 6/3/04.

The new Guaranteed Living Benefit Rider forms replace the following forms listed, all which were previously approved by the Department on 9/9/08 :

New Form 2009-INGLWB replaces form 2008-INGLWB

New Form 2009-INGLWB-MG replaces form 2008-INGLWB-MG

New Form 2009-ILGLWB replaces 2008-ILGLWB

New Form 2009-ILGLWB-MG replaces 2008-ILGLWB-MG

The new Purchase Payment Credit Benefit Endorsement form 2009-PPC will be used in conjunction with the Extra Credit Plan Option of the product only, as provided by previously-approved Data Page form DP-2007-VA-PPC. It will replace form 2007-PPC. Both the Data Page form and the replaced endorsement form were approved by the Department on 8/15/07.

The new Application form VAAPP-2009 replaces form VAAPP-2007, approved by the Department on 8/15/07.

The Company is at this time also submitting for your information a revised Statement of Variables for our Guaranteed Minimum Accumulation Benefit Riders previously approved with the Department as listed below.

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Forms 2008-GMAB-7 and 2008-GMAB-10 , both approved by the Department on 9/9/08.

In order to mitigate risk, we will begin limiting the purchase payment for these benefits to \$1,000,000. Also, we will begin charging a current rider charge of .80% (which does not exceed the maximum annual rider charge that is 1.75% as shown on the Rider Data Page on file with the Department). These items are reflected on the Statement of Variables for these forms attached to the Supporting Documentation Tab, and will be effective with our next printing of the Prospectus effective May 2009.

Thank you for your attention to this submission.

Company and Contact

Filing Contact Information

Kimberly Steggall, Compliance Administrator kimberly.steggall@cunamutual.com
 2000 Heritage Way (319) 483-3082 [Phone]
 Waverly, IA 50677 (319) 483-3500[FAX]

Filing Company Information

CUNA Mutual Insurance Society CoCode: 62626 State of Domicile: Iowa
 2000 Heritage Way Group Code: 306 Company Type:
 Waverly, IA 50677 Group Name: State ID Number:
 (319) 352-4090 ext. [Phone] FEIN Number: 39-0230590

Filing Fees

Fee Required? Yes
 Fee Amount: \$140.00
 Retaliatory? No
 Fee Explanation: \$20 per form x 7 forms =
 \$140.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
CUNA Mutual Insurance Society	\$140.00	02/09/2009	25584066

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TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: MEMBERS Variable Annuity III
Project Name/Number: VAIH May 2009 Enhancements/

Correspondence Summary

Dispositions

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

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Product Name: MEMBERS Variable Annuity III
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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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 Project Name/Number: VAIII May 2009 ENhancements/

Item Type	Item Name	Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Comparison Documents		Yes
Supporting Document	Statement of Variables for New Forms of this Filing		Yes
Supporting Document	Revised Statement of Variables for GMAB Rider Forms		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider With Minimum Guarantee Death Benefit		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider With Minimum Guarantee Death Benefit		Yes
Form	Purchase Payment Credit Benefit Endorsement Extra Credit Plan		Yes
Form	Flexible Premium Deferred Variable Annuity Application		Yes
Form	Payment Allocations		Yes

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Form Schedule

Lead Form Number: 2009-INGLWB

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	2009-INGLWB	Policy/Cont	Guaranteed Lifetime ract/Fratern Withdrawal Benefit al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50	2009-INGLWB.pdf
	2009-INGLWB-MG	Policy/Cont	Guaranteed Lifetime ract/Fratern Withdrawal Benefit al Rider With Minimum Certificate: Guarantee Death Amendmen Benefit t, Insert Page, Endorseme nt or Rider	Initial		50	2009-INGLWB-MG.pdf
	2009-ILGLWB	Policy/Cont	Guaranteed Lifetime ract/Fratern Withdrawal Benefit al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50	2009-ILGLWB.pdf
	2009-ILGLWB-MG	Policy/Cont	Guaranteed Lifetime ract/Fratern Withdrawal Benefit al Rider With Minimum Certificate: Guarantee Death Amendmen Benefit	Initial		50	2009-ILGLWB-MG.pdf

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	t, Insert Page, Endorseme nt or Rider			
2009-PPC	Policy/Cont Purchase Payment Initial ract/Fratern Credit Benefit al Endorsement Extra Certificate: Credit Plan Amendmen t, Insert Page, Endorseme nt or Rider		50	2009-PPC.pdf
VAAPP- 2009	Application/ Flexible Premium Initial Enrollment Deferred Variable Form Annuity Application		50	VAAPP- 2009.pdf
VAAPP- 2009- ALLOC	Application/ Payment Allocations Initial Enrollment Form		50	VAAPP-2009- ALLOC.pdf

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER

RIDER SECTION 1.

DEFINITIONS

1.1 What are the most commonly used terms and what do they mean?

benefit allocation model – one or more specific investment options or purchase payment allocation models that we will use to provide the guarantee described by this rider. The benefit allocation model selected is shown on the Rider Data Page.

current age – the annuitant’s age (youngest annuitant if joint annuitants) as of his or her last birthday.

excess withdrawal – a withdrawal that either by itself or when added to all other withdrawals during a rider year, exceeds the GALWA. The amount that is in excess of the GALWA is considered the excess withdrawal amount. See Rider Section 7.1.

guaranteed annual lifetime withdrawal amount (GALWA) – the maximum amount you may withdraw each rider year while an annuitant is alive regardless of your contract value.

lifetime benefit basis (LBB) – the value used to determine the GALWA. It may increase annually while the simple interest benefit and/or step-up options are in effect as described in Rider Section 6.5. It will be reduced if an excess withdrawal occurs and the withdrawal(s) during a rider year are more than the GALWA. See Rider Section 7.2.

lifetime withdrawal(s) – specified annual withdrawal(s) taken under the terms of this rider.

rider anniversary – the same day and month as the rider issue date for each year this rider remains in force.

rider issue date – the date shown on the Rider Data Page that is used to determine rider years and rider anniversaries.

rider year – any twelve-month period beginning on a rider issue date or a rider anniversary and ending one day before the next rider anniversary.

simple interest benefit basis (SIBB) – a value calculated solely for purposes of this rider to determine your LBB on each rider anniversary that the simple interest benefit is in effect. See Rider Section 6.3 for a description of how the SIBB is determined.

RIDER SECTION 2.

GENERAL INFORMATION

2.1 What is our agreement with you?

Our agreement with you includes this rider as a part of the contract to which it is attached. The provisions of the contract apply to this rider unless they conflict with the rider. If there is a conflict, the rider provision will apply. Nothing in this rider is intended to override the Death of Annuitant and/or Owner provisions of the contract to which this rider is attached; and in all events this rider will be interpreted in a manner consistent with Section 72(s) of the Internal Revenue Code. The issue date for this rider is shown on the Rider Data Page.

We promise to provide the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met.

2.2 What are the eligibility requirements and the benefit provided by this rider?

To be eligible for this rider the annuitant (both annuitants if joint annuitants) must be no younger than 55 and no older than age 85 on the rider issue date. This rider is not available if the plan type for the policy to which this rider is attached is a Beneficiary IRA.

Once issued, this rider provides for a guaranteed lifetime withdrawal benefit as described in this rider.

2.3 Are there any investment restrictions?

In order to provide the guarantee described by this rider, we require use of an available benefit allocation model for your contract value and for allocation of your net purchase payments. A transfer of contract value or change in allocation to an investment option other than an available benefit allocation model is a violation of the investment restrictions.

Subject to any notice, approval or consent required by applicable law, we reserve the right to:

- a.) add benefit allocation models without prior notice;
- b.) remove or substitute benefit allocation models; and
- c.) substitute investment options within an available benefit allocation model.

You will be notified in advance of any substitution, removal or change to a benefit allocation model that you selected.

2.4 What happens if the investment restrictions are violated?

If the investment restrictions are violated during the minimum charge period:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the LBB will be the LBB as of the valuation day immediately preceding the violation for the sole purpose of calculating the rider charge from the date of the violation to the date of termination; and
- c.) as of the date of the violation:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 5 will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a lifetime withdrawal under this rider;
 - 2.) the step-up option described in Rider Section 6.4 will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 6.2 will no longer be in effect.

If the investment restrictions are violated on any date following completion of the minimum charge period, this rider will automatically terminate as of the date the violation occurred.

2.5 What happens if you change ownership of your contract?

If you change ownership of the contract to which this rider is attached:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the LBB will be the LBB as of the valuation day immediately preceding the ownership change effective date, for the sole purpose of calculating the rider charge from the date ownership was changed to the date of termination; and
- c.) as of the ownership change effective date:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 5 will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a lifetime withdrawal under this rider;
 - 2.) the step-up option described in Rider Section 6.4 will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 6.2 will no longer be in effect.

If the ownership change effective date occurs on any date following completion of the minimum charge period, this rider will automatically terminate as of that date.

2.6 When will this rider terminate?

Elective termination of this rider prior to the end of the minimum charge period is not allowed. The minimum charge period is shown on the Rider Data Page.

This rider will automatically terminate on the earliest of:

- a.) the payout date;
- b.) the date due proof of death of the annuitant (last remaining annuitant, if joint annuitants) is received;
- c.) the date there is a change of annuitant for any reason; or
- d.) the date you surrender your contract.

This rider will also terminate if the investment restrictions are violated as described in Rider Section 2.4, or if you change ownership of the contract to which this rider is attached as described in Rider Section 2.5.

RIDER SECTION 3.

RIDER CHARGES

3.1 Is there a charge for this rider?

There is an annual charge for this rider. The annual charge is determined by multiplying the rider charge rate by the average daily LBB for the prior contract year. The LBB as of each calendar day will be used to calculate the average daily LBB for the prior contract year.

The initial rider charge rate is shown on the Rider Data Page. We reserve the right to change the rider charge rate if you elect to step-up your LBB. The rider charge rate will not exceed the maximum rider charge rate shown on the Rider Data Page.

During the accumulation period, this charge will be deducted pro-rata from your contract value on each contract anniversary.

The rider charge will also be deducted upon:

- a.) full surrender of the contract;
- b.) termination of the rider after expiration of the minimum charge period;
- c.) payment of death proceeds; or
- d.) the start of payments under an income payout option, if not on a contract anniversary.

Any charge for a partial year will be in proportion to the number of days since the prior contract anniversary.

RIDER SECTION 4. PURCHASE PAYMENTS AND TRANSFERS

4.1 Can you change the allocation of net purchase payments?

You may change the allocation of subsequent net purchase payments to one of the other available benefit allocation models at any time, without charge by written request. Any change will be effective at the time we receive your written request. However, your contract value at the time of such request must also be transferred to the benefit allocation model selected.

Changing allocation to an investment option other than an available benefit allocation model during a benefit period is a violation of the investment restrictions. See Rider Section 2.4, for a description of the consequences of such violation.

4.2 How will additional purchase payments made to your contract affect the LBB?

Additional purchase payments that are made after the rider issue date will increase your contract value, but will not increase your LBB. Careful consideration should be given before making additional purchase payments that do not increase your LBB. Such payments may negatively impact the benefit provided by this rider.

4.3 Can contract value be transferred?

You may transfer your contract value to any benefit allocation model that we make available.

Transferring your contract value to an investment option other than an available benefit allocation model is a violation of the investment restrictions. See Rider Section 2.4 for a description of the consequences of such violation.

RIDER SECTION 5. GUARANTEED LIFETIME WITHDRAWAL BENEFIT

5.1 What is the guaranteed lifetime withdrawal benefit?

The guaranteed lifetime withdrawal benefit guarantees that you may take lifetime withdrawals under this rider regardless of your contract value.

Withdrawals under this rider are also partial withdrawals under the contract to which this rider is attached.

5.2 When can lifetime withdrawals be made?

You may begin making lifetime withdrawals under this rider at any time on or after the rider issue date. At least one annuitant must be living at the time of the withdrawal.

5.3 What amount can be withdrawn under this rider as a lifetime withdrawal?

You can withdraw up to the GALWA each rider year on or after the rider issue date.

The GALWA is determined by multiplying the LBB at the time the lifetime withdrawal occurs by the annual withdrawal benefit percentage shown on the Rider Data Page. The percentage is based on the annuitant's current age at the time the first lifetime withdrawal occurs following the rider issue date.

If a step-up occurs after the first lifetime withdrawal, the percentage will be based on the annuitant's current age at the time of the step-up. This will result in an increase to the annual withdrawal benefit percentage.

If you withdraw more than the GALWA (an excess withdrawal), the LBB will be adjusted and the GALWA will be reduced. See Rider Section 7.2.

5.4 What happens if a lifetime withdrawal causes your contract value to be equal to or less than zero?

If a lifetime withdrawal under the terms of this rider causes your contract value to be equal to or less than zero:

- a.) the accumulation period under your contract will end and the payout period will automatically begin;
- b.) the remaining lifetime withdrawals under this rider will occur under an income payout option that we make available for that purpose; and
- c.) all other riders attached to your contract, if any, will terminate.

5.5 What happens if lifetime withdrawals continue past the anticipated payout date?

If lifetime withdrawals under the terms of this rider continue past the anticipated payout date:

- a.) we may not accept any additional purchase payments;
- b.) your income payout date will be extended; and
- c.) all other riders attached to your contract, if any, will terminate.

The anticipated payout date is the contract anniversary following the annuitant's (primary annuitant if joint annuitants) 85th birthday or 10 years from the contract issue date, if later.

RIDER SECTION 6.

LIFETIME BENEFIT BASIS

6.1 How is the LBB determined?

The LBB as of the rider issue date is shown on the Rider Data Page and is equal to:

- a.) your initial purchase payment if this rider is issued at the same time your contract is issued; or
- b.) your contract value as of the rider issue date if this rider is issued after your contract is issued; or
- c.) the benefit basis for the Guaranteed Minimum Accumulation Benefit rider being converted to this rider (or the contract value, if greater) as of this rider's issue date; or
- d.) the continuation amount if this rider is issued as a result of spousal continuation.

The LBB may increase on each rider anniversary that the simple interest benefit and/or the step-up option are in effect. See Rider Section 6.5.

If an excess withdrawal occurs, your LBB will be adjusted and the GALWA will be reduced. See Rider Section 7.2.

6.2 What is the simple interest benefit and when is it in effect?

The simple interest benefit is a benefit that may increase the LBB on each rider anniversary that it is in effect as described in Rider Section 6.5. For purposes of determining your LBB while the simple interest benefit is in effect, a value, referred to as the SIBB, is calculated on each rider anniversary, as described in Rider Section 6.3

The simple interest benefit is in effect on each of the first 10 rider anniversaries, provided no investment violations and no lifetime withdrawals have occurred since the rider issue date.

This benefit will remain in effect until the earliest of:

- a.) your first lifetime withdrawal following the rider issue date; or
- b.) your 10th rider anniversary; or
- c.) the date you violate the investment restrictions by electing to transfer your contract value or change your allocation to an investment option other than an available benefit allocation model.

While the simple interest benefit is in effect, it may increase your LBB (and therefore your lifetime withdrawals under this rider); however, it will not increase your contract value.

6.3 How is the SIBB determined?

The SIBB on your Rider Issue Date is equal to the LBB as of that date. On each rider anniversary that the simple interest benefit is in effect an annual credit is applied to increase the SIBB. The annual credit is equal to the SIBB Rate shown on the Rider Data Page multiplied by the LBB at the end of the first rider year.

See Rider Section 6.2 for a description of when the simple interest benefit is in effect.

6.4 What is the step-up option?

The step-up option, if elected, is a benefit that may increase the LBB on each rider anniversary that it is in effect as described in Rider Section 6.5.

Once elected, the step-option will remain in effect until the earliest of the following:

- a.) the rider anniversary on or following the annuitant's 85th birthday (the 85th birthday of the youngest annuitant, if joint annuitants);
- b.) the date you terminate the option by written request;
- c.) the date you violate the investment restrictions by electing to transfer your contract value or change your allocation to an investment option other than an available benefit allocation model; or
- d.) the date you change ownership of the contract to which this rider is attached.

You may not re-elect the step-up option once it has been terminated. Step-ups will only be allowed if we are issuing new Guaranteed Lifetime Withdrawal Benefit Riders on the date of the step-up. Your annual report will indicate if the step-up option is in effect during the report period.

If you did not elect the automatic step-up option at the time of application, you may do so at a later date by written request. Step-ups will then begin automatically on the rider anniversary following receipt of your written request and will continue on each rider anniversary that the option is in effect.

6.5 How is the LBB determined when the simple interest option and/or the step-up option are in effect?

On each rider anniversary that the simple interest benefit and/or the step-up option are in effect, the LBB will be determined as follows:

a.) If both the simple interest benefit and the step-up option are in effect, the LBB for that rider anniversary will be compared to the following amounts:

- 1.) the SIBB as of that rider anniversary; and
- 2.) the current contract value as of that rider anniversary.

If 1.) and/or 2.) is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the greatest amount.

If both 1.) and 2.) are lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

b.) If the step-up option is in effect, but the simple interest benefit is not in effect, the LBB for that rider anniversary will be compared to the current contract value as of that rider anniversary.

If the contract value is greater than the LBB for that rider anniversary, the LBB will be increased (stepped-up) to be equal to the contract value.

If the contract value is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

c.) If the simple interest benefit is in effect, but the step-up option is not in effect, the LBB for that rider anniversary will be compared to SIBB as of that rider anniversary.

If the SIBB is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the SIBB.

If the SIBB is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

6.6 Will the simple interest benefit and/or the step-up option affect the annual charge for this rider?

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any increase to your LBB as a result of the simple interest benefit or step-up option will also increase the annual charge for this rider.

If the step-up option is in effect and you elect to step-up your LBB, the rider charge rate may differ from the initial rider charge rate shown on the Rider Data Page. Any change in the rider charge rate will also affect the annual charge for this rider. See Rider Section 3.1.

RIDER SECTION 7.**EXCESS WITHDRAWALS**

7.1 When does an excess withdrawal occur?

An excess withdrawal occurs if:

- a.) the amount withdrawn during a rider year exceeds the GALWA;
or
- b.) the amount withdrawn, when added to prior withdrawals during a rider year, exceeds the GALWA.

The amount withdrawn during a rider year that is in excess of the GALWA is referred to as the "excess withdrawal amount".

7.2 What happens if an excess withdrawal occurs?

If an excess withdrawal occurs, the LBB will be reset to equal the previous LBB reduced by the greater of:

- a.) the excess withdrawal amount; or
- b.) a proportional adjustment amount that is equal to (1) divided by (2), with the result multiplied by (3), where:
 - (1) = the excess withdrawal amount.
 - (2) = the contract value prior to the withdrawal minus the remaining GALWA, if any, at the time of withdrawal. The remaining GALWA is the amount available for withdrawal without exceeding the GALWA.
 - (3) = the LBB prior to the withdrawal.

The GALWA will then be recalculated and reduced, based on the newly reset LBB.

We reserve the right to waive the excess withdrawal treatment described above if the withdrawals are scheduled withdrawals intended to meet IRS required minimum distribution rules. The current prospectus will disclose if such waiver is in effect and any detailed requirements for such waiver.

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any decrease to your LBB will also decrease the annual charge for this rider.

CUNA Mutual Insurance Society



President

GUARANTEED LIFETIME WITHDRAWAL BENEFIT

ANNUITANT

[John Doe]

ANNUITANT(S) ISSUE AGE(S)

[35]

CO-ANNUITANT

[Jane Doe]

CO-ANNUITANT'S ISSUE AGE

[35]

OWNER(S)

[John Doe]

RIDER ISSUE DATE

[October 31, 2009]

Lifetime Benefit Basis (LBB): [\$100,000]

Simple Interest Benefit Basis Rate (SIBB Rate): [3.0%]

Initial Rider Charge Rate: [0.85%]

Minimum Charge Period: [October 31, 2009 – October 31, 2016]

Maximum Rider Charge Rate: 1.75%

Annual Withdrawal Benefit Percentage:

Age at First Withdrawal or Step-Up

Current Age **Percentage**

55	4.2%
56	4.4%
57	4.6%
58	4.8%
58	5.1%
60	5.2%
61	5.3%
62	5.4%
63	5.5%
64	5.6%
65	5.7%
66	5.8%
67	5.9%
68	6.0%
69	6.1%
70	6.2%
71	6.3%
72	6.4%
73	6.5%
74	6.6%
75	6.7%
76	6.8%
77	6.9%
78	7.0%
79	7.1%
80	7.2%
81	7.3%
82	7.4%
83	7.5%
84	7.6%
85	7.7%

Joint Annuitants

Age of Youngest Annuitant at First Withdrawal or Step-Up

Current Age **Percentage**

55-58	3.2%
56	3.4%
57	3.6%
58	3.8%
58	4.1%
60	4.2%
61	4.3%
62	4.4%
63	4.5%
64	4.6%
65	4.7%
66	4.8%
67	4.9%
68	5.0%
69	5.1%
70	5.2%
71	5.3%
72	5.4%
73	5.5%
74	5.6%
75	5.7%
76	5.8%
77	5.9%
78	6.0%
79	6.1%
80	6.2%
81	6.3%
82	6.4%
83	6.5%
84	6.6%
85	6.7%

If only one annuitant is living at the time of your first withdrawal, the percentages shown above will be increased by [1%].

Benefit Allocation Model:

- 100% Conservative Allocation
- 100% Moderate Allocation
- 100% Diversified Income

Conservative Moderate Blend

- 66% Conservative Allocation
- 34% Moderate Allocation

Conservative I Model

- 40% Bond
- 10% High Income
- 18% Large Cap Value
- 12% Large Cap Growth
- 5% Mid Cap Value
- 3% Mid Cap Growth
- 3% Small Cap Value
- 3% Global Securities
- 6% International Stock

Conservative R Model

- 5% Franklin Income Securities IV
- 10% PIMCO VIT Global Bond Unhedged
- 10% Franklin High Income IV
- 25% PIMCO VIT Total Return
- 13% Oppenheimer Main Street/VA Svc
- 16% Van Kampen LIT Growth & Income
- 4% Van Kampen LIT Mid Cap Growth
- 3% Oppenheimer Main St Small Cap/VA Svc
- 3% Mutual Discovery Securities IV
- 6% Oppenheimer International Growth
- 2% AIM VI Global Real Estate
- 3% PIMCO VIT CommodityRealReturn

Conservative C Model

- 25% Ultra Bond
- 10% Franklin High Income IV
- 10% PIMCO VIT Global Bond Unhedged
- 5% PIMCO VIT Total Return
- 16% Van Kampen LIT Growth & Income
- 10% Large Cap Growth
- 6% Mid Cap Value
- 2% Mid Cap Growth
- 2% Oppenheimer Main St Small
- 7% International Stock
- 2% Oppenheimer International
- 2% AIM VI Global Real Estate
- 3% PIMCO VIT

Conservative/Moderate I Model

- 32% Bond
- 8% High Income
- 17% Large Cap Value
- 14% Large Cap Growth
- 7% Mid Cap Value
- 5% Mid Cap Growth
- 4% Small Cap Value
- 4% Global Securities
- 9% International Stock

Conservative/Moderate R Model

- 5% Franklin Income Securities IV
- 8% PIMCO VIT Global Bond Unhedged
- 8% Franklin High Income IV
- 19% PIMCO VIT Total Return
- 15% Oppenheimer Main Street/VA Svc
- 15% Van Kampen LIT Growth & Income
- 6% Van Kampen LIT Mid Cap Growth
- 5% Oppenheimer Main St Small Cap/VA Svc
- 4% Mutual Discovery Securities IV
- 9% Oppenheimer International Growth
- 2% AIM VI Global Real Estate
- 4% PIMCO VIT CommodityRealReturn

Conservative/Moderate C Model

- 20% Ultra Bond
- 8% Franklin High Income IV
- 8% PIMCO VIT Global Bond Unhedged
- 4% PIMCO VIT Total Return
- 16% Van Kampen LIT Growth & Income
- 12% Large Cap Growth
- 7% Mid Cap Value
- 3% Mid Cap Growth
- 3% Oppenheimer Main St Small
- 8% International Stock
- 5% Oppenheimer International Growth
- 2% AIM VI Global Real Estate
- 4% PIMCO VIT CommodityRealReturn

Moderate I Model

- 24% Bond
- 6% High Income
- 16% Large Cap Value
- 16% Large Cap Growth
- 8% Mid Cap Value
- 7% Mid Cap Growth
- 5% Small Cap Value
- 7% Global Securities
- 11% International Stock

Moderate R Model

- 5% Franklin Income Securities IV
- 6% PIMCO VIT Global Unhedged
- 6% Franklin High Income IV
- 13% PIMCO VIT Total Return
- 17% Oppenheimer Main Street/VA Svc
- 14% Van Kampen LIT Growth & Income
- 8% Van Kampen LIT Mid Cap Growth
- 6% Oppenheimer Main St Small Cap/VA Svc
- 7% Mutual Discovery Securities IV
- 11% Oppenheimer International Growth
- 3% AIM VI Global Real Estate
- 4% PIMCO VIT CommodityRealReturn

Moderate C Model

- 15% Ultra Bond
- 6% Franklin High Income IV
- 6% PIMCO VIT Global Bond Unhedged
- 3% PIMCO VIT Total Return
- 16% Van Kampen LIT Growth & Income
- 14% Large Cap Growth
- 7% Mid Cap Value
- 4% Mid Cap Growth
- 4% Oppenheimer Main St Small
- 10% International Stock
- 8% Oppenheimer International Growth
- 3% AIM VI Global Real Estate
- 4% PIMCO VIT CommodityRealReturn

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER WITH MINIMUM GUARANTEE DEATH BENEFIT

RIDER SECTION 1.

DEFINITIONS

1.1 What are the most commonly used terms and what do they mean?

benefit allocation model – one or more specific investment options or purchase payment allocation models that we will use to provide the guarantee described by this rider. The benefit allocation model selected is shown on the Rider Data Page.

current age – the annuitant's age (youngest annuitant if joint annuitants) as of his or her last birthday.

excess withdrawal – a withdrawal that either by itself or when added to all other withdrawals during a rider year, exceeds the GALWA. The amount that is in excess of the GALWA is considered the excess withdrawal amount. See Rider Section 7.1.

guaranteed annual lifetime withdrawal amount (GALWA) – the maximum amount you may withdraw each rider year while an annuitant is alive regardless of your contract value.

lifetime benefit basis (LBB) – the value used to determine the GALWA. It may increase annually while the simple interest benefit and/or step-up options are in effect as described in Rider Section 6.5. It will be reduced if an excess withdrawal occurs and the withdrawal(s) during a rider year are more than the GALWA. See Rider Section 7.2.

lifetime withdrawal(s) – specified annual withdrawal(s) taken under the terms of this rider.

rider anniversary – the same day and month as the rider issue date for each year this rider remains in force.

rider issue date – the date shown on the Rider Data Page that is used to determine rider years and rider anniversaries.

rider year – any twelve-month period beginning on a rider issue date or a rider anniversary and ending one day before the next rider anniversary.

simple interest benefit basis (SIBB) – a value calculated solely for purposes of this rider to determine your LBB on each rider anniversary that the simple interest benefit is in effect. See Rider Section 6.3 for a description of how the SIBB is determined.

window period – the period of time that additional purchase payment(s) made may be included in the LBB. The window period, if any, is shown on the Rider Data Page.

RIDER SECTION 2.**GENERAL INFORMATION**

2.1 What is our agreement with you?

Our agreement with you includes this rider as a part of the contract to which it is attached. The provisions of the contract apply to this rider unless they conflict with the rider. If there is a conflict, the rider provision will apply. Nothing in this rider is intended to override the Death of Annuitant and/or Owner provisions of the contract to which this rider is attached; and in all events this rider will be interpreted in a manner consistent with Section 72(s) of the Internal Revenue Code. The issue date for this rider is shown on the Rider Data Page.

We promise to provide the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met.

2.2 What are the eligibility requirements and the benefit provided by this rider?

To be eligible for this rider the annuitant (both annuitants if joint annuitants) must be no younger than 55 and no older than age 85 on the rider issue date. This rider is not available if the plan type for the policy to which this rider is attached is a Beneficiary IRA.

Once issued, this rider provides for a guaranteed lifetime withdrawal benefit and enhanced death benefit as described in this rider.

2.3 Are there any investment restrictions?

In order to provide the guarantee described by this rider, we require use of an available benefit allocation model for your contract value and for allocation of your net purchase payments. A transfer of contract value or change in allocation to an investment option other than an available benefit allocation model is a violation of the investment restrictions.

Subject to any notice, approval or consent required by applicable law, we reserve the right to:

- a.) add benefit allocation models without prior notice;
- b.) remove or substitute benefit allocation models; and
- c.) substitute investment options within an available benefit allocation model.

You will be notified in advance of any substitution, removal or change to a benefit allocation model that you selected.

2.4 What happens if the investment restrictions are violated?

If the investment restrictions are violated during the minimum charge period:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the LBB will be the LBB as of the valuation day immediately preceding the violation for the sole purpose of calculating the rider charge from the date of the violation to the date of termination; and
- c.) as of the date of the violation:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 5 will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a lifetime withdrawal under this rider;
 - 2.) the step-up option described in Rider Section 6.4 will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 6.2 will no longer be in effect.

If the investment restrictions are violated on any date following completion of the minimum charge period, this rider will automatically terminate as of the date the violation occurred.

2.5 What happens if you change ownership of your contract?

If you change ownership of the contract to which this rider is attached:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the LBB will be the LBB as of the valuation day immediately preceding the ownership change effective date, for the sole purpose of calculating the rider charge from the date ownership was changed to the date of termination; and
- c.) as of the ownership change effective date:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 5 will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a lifetime withdrawal under this rider;
 - 2.) the step-up option described in Rider Section 6.4 will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 6.2 will no longer be in effect.

If the ownership change effective date occurs on any date following completion of the minimum charge period, this rider will automatically terminate as of that date.

2.6 When will this rider terminate?

Elective termination of this rider prior to the end of the minimum charge period is not allowed. The minimum charge period is shown on the Rider Data Page.

This rider will automatically terminate on the earliest of:

- a.) the payout date;
- b.) the date due proof of death of the annuitant (last remaining annuitant, if joint annuitants) is received;
- c.) the date there is a change of annuitant for any reason; or
- d.) the date you surrender your contract.

This rider will also terminate if the investment restrictions are violated as described in Rider Section 2.4, or if you change ownership of the contract to which this rider is attached as described in Rider Section 2.5.

RIDER SECTION 3.

RIDER CHARGES

3.1 Is there a charge for this rider?

There is an annual charge for this rider. The annual charge is determined by multiplying the rider charge rate by the average daily LBB for the prior contract year. The LBB as of each calendar day will be used to calculate the average daily LBB for the prior contract year.

The initial rider charge rate is shown on the Rider Data Page. We reserve the right to change the rider charge rate if you elect to step-up your LBB. The rider charge rate will not exceed the maximum rider charge rate shown on the Rider Data Page.

During the accumulation period, this charge will be deducted pro-rata from your contract value on each contract anniversary.

The rider charge will also be deducted upon:

- a.) full surrender of the contract;
- b.) termination of the rider after expiration of the minimum charge period;
- c.) payment of death proceeds; or
- d.) the start of payments under an income payout option, if not on a contract anniversary.

Any charge for a partial year will be in proportion to the number of days since the prior contract anniversary.

RIDER SECTION 4. PURCHASE PAYMENTS AND TRANSFERS

4.1 Can you change the allocation of net purchase payments?

You may change the allocation of subsequent net purchase payments to one of the other available benefit allocation models at any time, without charge by written request. Any change will be effective at the time we receive your written request. However, your contract value at the time of such request must also be transferred to the benefit allocation model selected.

Changing allocation to an investment option other than an available benefit allocation model during a benefit period is a violation of the investment restrictions. See Rider Section 2.4, for a description of the consequences of such violation.

4.2 How will additional purchase payments made to your contract affect the LBB?

Additional purchase payments will increase your LBB, subject to the following requirements:

- a.) we must receive any additional purchase payments during the window period shown on the Rider Data Page; and
- b.) the increase in your LBB is limited to the maximum window purchase payment amount shown on the Rider Data Page.

Any additional purchase payments that are made after the window period will increase your contract value, but will not increase your LBB. Any additional purchase payments or portion of an additional purchase payment that exceeds the maximum window purchase payment amount will increase your contract value, but will not increase your LBB. Careful consideration should be given before making additional purchase payments that do not increase your LBB as well as your contract value. Such payments may negatively impact the benefit provided by this rider.

The annual charge for this rider is determined by multiplying the current annual rider charge by the average daily LBB; therefore additional purchase payments that increase your LBB will also increase the annual charge for this rider.

4.3 Can contract value be transferred?

You may transfer your contract value to any benefit allocation model that we make available.

Transferring your contract value to an investment option other than an available benefit allocation model is a violation of the investment restrictions. See Rider Section 2.4 for a description of the consequences of such violation.

RIDER SECTION 5.**GUARANTEED LIFETIME WITHDRAWAL
BENEFIT**

5.1 What is the guaranteed lifetime withdrawal benefit?

The guaranteed lifetime withdrawal benefit guarantees that you may take lifetime withdrawals under this rider regardless of your contract value.

Withdrawals under this rider are also partial withdrawals under the contract to which this rider is attached.

5.2 When can lifetime withdrawals be made?

You may begin making lifetime withdrawals under this rider at any time on or after the rider issue date. At least one annuitant must be living at the time of the withdrawal.

5.3 What amount can be withdrawn under this rider as a lifetime withdrawal?

You can withdraw up to the GALWA each rider year on or after the rider issue date.

The GALWA is determined by multiplying the LBB at the time the lifetime withdrawal occurs by the annual withdrawal benefit percentage shown on the Rider Data Page. The percentage is based on the annuitant's current age at the time the first lifetime withdrawal occurs following the rider issue date.

If a step-up occurs after the first lifetime withdrawal, the percentage will be based on the annuitant's current age at the time of the step-up. This will result in an increase to the annual withdrawal benefit percentage.

If you withdraw more than the GALWA (an excess withdrawal), the LBB will be adjusted and the GALWA will be reduced. See Rider Section 7.2.

5.4 What happens if a lifetime withdrawal causes your contract value to be equal to or less than zero?

If a lifetime withdrawal under the terms of this rider causes your contract value to be equal to or less than zero:

- a.) the accumulation period under your contract will end and the payout period will automatically begin;
- b.) the remaining lifetime withdrawals under this rider will occur under an income payout option that we make available for that purpose; and
- c.) all other riders attached to your contract, if any, will terminate.

5.5 What happens if lifetime withdrawals continue past the anticipated payout date?

If lifetime withdrawals under the terms of this rider continue past the anticipated payout date:

- a.) we may not accept any additional purchase payments;
- b.) your income payout date will be extended; and
- c.) all other riders attached to your contract, if any, will terminate.

The anticipated payout date is the contract anniversary following the annuitant's (primary annuitant if joint annuitants) 85th birthday or 10 years from the contract issue date, if later.

RIDER SECTION 6.**LIFETIME BENEFIT BASIS**

6.1 How is the LBB determined?

The LBB as of the rider issue date is shown on the Rider Data Page and is equal to:

- a.) your initial purchase payment if this rider is issued at the same time your contract is issued; or
- b.) your contract value as of the rider issue date if this rider is issued after your contract is issued; or
- c.) the continuation amount if this rider is issued as a result of spousal continuation.

The LBB will be increased by any purchase payment(s) received during the window period (up to the maximum window purchase payment allowed as shown on the Rider Data Page); and it may increase on each rider anniversary that the simple interest benefit and/or the step-up option are in effect as described in Rider Section 6.5.

If an excess withdrawal occurs, your LBB will be adjusted and the GALWA will be reduced. See Rider Section 7.2.

6.2 What is the simple interest benefit and when is it in effect?

The simple interest benefit is a benefit that may increase the LBB on each rider anniversary that it is in effect as described in Rider Section 6.5. For purposes of determining your LBB while the simple interest benefit is in effect, a value, referred to as the SIBB, is calculated on each rider anniversary, as described in Rider Section 6.3.

The simple interest benefit is in effect on each of the first 10 rider anniversaries, provided no investment violations and no lifetime withdrawals have occurred since the rider issue date. This benefit will remain in effect until the earliest of:

- a.) your first lifetime withdrawal following the rider issue date; or
- b.) your 10th rider anniversary; or
- c.) the date you violate the investment restrictions by electing to transfer your contract value or change your allocation to an investment option other than an available benefit allocation model.

While the simple interest benefit is in effect, it may increase your LBB (and therefore your lifetime withdrawals under this rider); however, it will not increase your contract value.

6.3 How is the SIBB determined?

The SIBB on your Rider Issue Date is equal to the LBB as of that date. On each rider anniversary that the simple interest benefit is in effect an annual credit is applied to increase the SIBB. The annual credit is equal to the SIBB Rate shown on the Rider Data Page multiplied by the LBB at the end of the first rider year.

See Rider Section 6.2 for a description of when the simple interest benefit is in effect.

6.4 What is the step-up option?

The step-up option, if elected, is a benefit that may increase the LBB on each rider anniversary that it is in effect as described in Rider Section 6.5.

Once elected, the step-option will remain in effect until the earliest of the following:

- a.) the rider anniversary on or following the annuitant's 85th birthday (the 85th birthday of the youngest annuitant, if joint annuitants);
- b.) the date you terminate the option by written request;
- c.) the date you violate the investment restrictions by electing to transfer your contract value or change your allocation to an investment option other than an available benefit allocation model; or
- d.) the date you change ownership of the contract to which this rider is attached.

You may not re-elect the step-up option once it has been terminated. Step-ups will only be allowed if we are issuing new Guaranteed Lifetime Withdrawal Benefit Riders on the date of the step-up. Your annual report will indicate if the step-up option is in effect during the report period.

If you did not elect the automatic step-up option at the time of application, you may do so at a later date by written request. Step-ups will then begin automatically on the rider anniversary following receipt of your written request and will continue on each rider anniversary that the option is in effect.

6.5 How is the LBB determined when the simple interest option and/or the step-up option are in effect?

On each rider anniversary that the simple interest benefit and/or the step-up option are in effect, the LBB will be determined as follows:

- a.) If both the simple interest benefit and the step-up option are in effect, the LBB for that rider anniversary will be compared to the following amounts:**

- 1.) the SIBB as of that rider anniversary; and
- 2.) the current contract value as of that rider anniversary.

If 1.) and/or 2.) is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the greatest amount.

If both 1.) and 2.) are lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

- b.) If the step-up option is in effect, but the simple interest benefit is not in effect, the LBB for that rider anniversary will be compared to the current contract value as of that rider anniversary.**

If the contract value is greater than the LBB for that rider anniversary, the LBB will be increased (stepped-up) to be equal to the contract value.

If the contract value is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

c.) **If the simple interest benefit is in effect, but the step-up option is not in effect**, the LBB for that rider anniversary will be compared to the SIBB as of that rider anniversary.

If the SIBB is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the SIBB.

If the SIBB is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

6.6 Will the simple interest benefit and/or the step-up option affect the annual charge for this rider?

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any increase to your LBB as a result of the simple interest benefit or step-up option will also increase the annual charge for this rider.

If the step-up option is in effect and you elect to step-up your LBB, the rider charge rate may differ from the initial rider charge rate shown on the Rider Data Page. Any change in the rider charge rate will also affect the annual charge for this rider. See Rider Section 3.1.

RIDER SECTION 7.

EXCESS WITHDRAWALS

7.1 When does an excess withdrawal occur?

An excess withdrawal occurs if:

- a.) the amount withdrawn during a rider year exceeds the GALWA; or
- b.) the amount withdrawn, when added to prior withdrawals during a rider year, exceeds the GALWA.

The amount withdrawn during a rider year that is in excess of the GALWA is referred to as the "excess withdrawal amount".

7.2 What happens if an excess withdrawal occurs?

If an excess withdrawal occurs, the LBB will be reset to equal the previous LBB reduced by the greater of:

- a.) the excess withdrawal amount; or
- b.) a proportional adjustment amount that is equal to (1) divided by (2), with the result multiplied by (3), where:
 - (1) = the excess withdrawal amount.
 - (2) = the contract value prior to the withdrawal minus the remaining GALWA, if any, at the time of withdrawal. The remaining GALWA is the amount available for withdrawal without exceeding the GALWA.
 - (3) = the LBB prior to the withdrawal.

The GALWA will then be recalculated and reduced, based on the newly reset LBB.

We reserve the right to waive the excess withdrawal treatment described above if the withdrawals are scheduled withdrawals intended to meet IRS required minimum distribution rules. The current prospectus will disclose if such waiver is in effect and any detailed requirements for such waiver.

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any decrease to your LBB will also decrease the annual charge for this rider.

RIDER SECTION 8.

DEATH BENEFIT PROCEEDS

8.1 What amount will be paid as death benefit proceeds during the accumulation period?

The amount that will be paid under this contract as death benefit proceeds is equal to the greater of the following:

- a.) the contract value as of the date due proof of death is received reduced by any applicable rider charges (calculated in proportion to the number of days since the prior contract anniversary for a partial year's charge); or
- b.) the sum of your net purchase payments made as of the date due proof of death is received; minus an adjustment for each partial withdrawal made as of the date due proof of death is received. The adjustment for a partial withdrawal is equal to the partial withdrawal amount plus an additional adjustment if an excess withdrawal occurred as described in Rider Section 7.

The additional adjustment for an excess withdrawal is equal to: (1) divided by (2); with that result multiplied by (3); and then finally reduced by (1), where:

- (1)= the excess withdrawal amount;
- (2)= the contract value immediately prior to the excess withdrawal;
- (3)= the sum of your net purchase payments immediately prior to the date the excess withdrawal occurred, less any adjustments already made for prior withdrawals.

This additional adjustment for an excess withdrawal has the effect of increasing the total adjustment amount when (3) is greater than (2) and reducing the total adjustment amount when (3) is less than (2).

The death benefit proceeds described above will be reduced by any applicable premium expense charges not previously deducted.

CUNA Mutual Insurance Society



President

GUARANTEED LIFETIME WITHDRAWAL BENEFIT WITH MINIMUM GUARANTEE DEATH BENEFIT

ANNUITANT

[John Doe]

ANNUITANT(S) ISSUE AGE(S)

[35]

CO-ANNUITANT

[Jane Doe]

CO-ANNUITANT'S ISSUE AGE

[35]

OWNER(S)

[John Doe]

RIDER ISSUE DATE

[October 31, 2009]

Lifetime Benefit Basis (LBB): [\$100,000]

Window Period: [October 31, 2009 – October 31, 2010]

Maximum Window Purchase Payment: [\$200,000]

Simple Interest Benefit Basis Rate (SIBB Rate): [3.0%]

Initial Rider Charge Rate: [0.85%]

Minimum Charge Period: [October 31, 2009 – October 31, 2016]

Maximum Rider Charge Rate: 1.75%

Annual Withdrawal Benefit Percentage:

Age at First Withdrawal or Step-Up

<u>Current Age</u>	<u>Percentage</u>
55	4.2%
56	4.4%
57	4.6%
58	4.8%
58	5.1%
60	5.2%
61	5.3%
62	5.4%
63	5.5%
64	5.6%
65	5.7%
66	5.8%
67	5.9%
68	6.0%
69	6.1%
70	6.2%
71	6.3%
72	6.4%
73	6.5%
74	6.6%
75	6.7%
76	6.8%
77	6.9%
78	7.0%
79	7.1%
80	7.2%
81	7.3%
82	7.4%
83	7.5%
84	7.6%
85	7.7%

Joint Annuitants

Age of Youngest Annuitant at First Withdrawal or Step-Up

<u>Current Age</u>	<u>Percentage</u>
55-58	3.2%
56	3.4%
57	3.6%
58	3.8%
58	4.1%
60	4.2%
61	4.3%
62	4.4%
63	4.5%
64	4.6%
65	4.7%
66	4.8%
67	4.9%
68	5.0%
69	5.1%
70	5.2%
71	5.3%
72	5.4%
73	5.5%
74	5.6%
75	5.7%
76	5.8%
77	5.9%
78	6.0%
79	6.1%
80	6.2%
81	6.3%
82	6.4%
83	6.5%
84	6.6%
85	6.7%

If only one annuitant is living at the time of your first withdrawal, the percentages shown above will be increased by [1%].

Benefit Allocation Model:

100% Conservative Allocation
100% Moderate Allocation
100% Diversified Income

Conservative Moderate Blend

66% Conservative Allocation
34% Moderate Allocation

Conservative I Model

40% Bond
10% High Income
18% Large Cap Value
12% Large Cap Growth
5% Mid Cap Value
3% Mid Cap Growth
3% Small Cap Value
3% Global Securities
6% International Stock

Conservative R Model

5% Franklin Income Securities IV
10% PIMCO VIT Global Bond Unhedged
10% Franklin High Income IV
25% PIMCO VIT Total Return
13% Oppenheimer Main Street/VA Svc
16% Van Kampen LIT Growth & Income
4% Van Kampen LIT Mid Cap Growth
3% Oppenheimer Main St Small Cap/VA Svc
3% Mutual Discovery Securities IV
6% Oppenheimer International Growth
2% AIM VI Global Real Estate
3% PIMCO VIT CommodityRealReturn

Conservative C Model

25% Ultra Bond
10% Franklin High Income IV
10% PIMCO VIT Global Bond Unhedged
5% PIMCO VIT Total Return
16% Van Kampen LIT Growth & Income
10% Large Cap Growth
6% Mid Cap Value
2% Mid Cap Growth
2% Oppenheimer Main St Small
7% International Stock
2% Oppenheimer International
2% AIM VI Global Real Estate
3% PIMCO VIT

Conservative/Moderate I Model

32% Bond
8% High Income
17% Large Cap Value
14% Large Cap Growth
7% Mid Cap Value
5% Mid Cap Growth
4% Small Cap Value
4% Global Securities
9% International Stock

Conservative/Moderate R Model

5% Franklin Income Securities IV
8% PIMCO VIT Global Bond Unhedged
8% Franklin High Income IV
19% PIMCO VIT Total Return
15% Oppenheimer Main Street/VA Svc
15% Van Kampen LIT Growth & Income
6% Van Kampen LIT Mid Cap Growth
5% Oppenheimer Main St Small Cap/VA Svc
4% Mutual Discovery Securities IV
9% Oppenheimer International Growth
2% AIM VI Global Real Estate
4% PIMCO VIT CommodityRealReturn

Conservative/Moderate C Model

20% Ultra Bond
8% Franklin High Income IV
8% PIMCO VIT Global Bond Unhedged
4% PIMCO VIT Total Return
16% Van Kampen LIT Growth & Income
12% Large Cap Growth
7% Mid Cap Value
3% Mid Cap Growth
3% Oppenheimer Main St Small
8% International Stock
5% Oppenheimer International Growth
2% AIM VI Global Real Estate
4% PIMCO VIT CommodityRealReturn

Moderate I Model

24% Bond
6% High Income
16% Large Cap Value
16% Large Cap Growth
8% Mid Cap Value
7% Mid Cap Growth
5% Small Cap Value
7% Global Securities
11% International Stock

Moderate R Model

5% Franklin Income Securities IV
6% PIMCO VIT Global Unhedged
6% Franklin High Income IV
13% PIMCO VIT Total Return
17% Oppenheimer Main Street/VA Svc
14% Van Kampen LIT Growth & Income
8% Van Kampen LIT Mid Cap Growth
6% Oppenheimer Main St Small Cap/VA Svc
7% Mutual Discovery Securities IV
11% Oppenheimer International Growth
3% AIM VI Global Real Estate
4% PIMCO VIT CommodityRealReturn

Moderate C Model

15% Ultra Bond
6% Franklin High Income IV
6% PIMCO VIT Global Bond Unhedged
3% PIMCO VIT Total Return
16% Van Kampen LIT Growth & Income
14% Large Cap Growth
7% Mid Cap Value
4% Mid Cap Growth
4% Oppenheimer Main St Small
10% International Stock
8% Oppenheimer International Growth
3% AIM VI Global Real Estate
4% PIMCO VIT CommodityRealReturn

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER**RIDER SECTION 1.****DEFINITIONS****1.1 What are the most commonly used terms and what do they mean?**

benefit allocation model – one or more specific investment options or purchase payment allocation models that we will use to provide the guarantee described by this rider. The benefit allocation model selected is shown on the Rider Data Page.

current age – the annuitant's age (youngest annuitant if joint annuitants) as of his or her last birthday.

excess withdrawal – a withdrawal that either by itself or when added to all other withdrawals during a rider year, exceeds the GALWA. The amount that is in excess of the GALWA is considered the excess withdrawal amount. See Rider Section 7.1.

guaranteed annual lifetime withdrawal amount (GALWA) – the maximum amount you may withdraw each rider year while an annuitant is alive regardless of your contract value.

lifetime benefit basis (LBB) – the value used to determine the GALWA. It may increase annually while the simple interest benefit and/or step-up options are in effect as described in Rider Section 6.5. It will be reduced if an excess withdrawal occurs as described in Rider Section 7.2.

lifetime withdrawal(s) – any withdrawal(s) taken under the terms of this rider that is/are not a non-lifetime withdrawal.

non-lifetime withdrawal – a withdrawal is a non-lifetime withdrawal only if it is the first withdrawal under this rider, there are no additional withdrawals in the same rider year, and no withdrawals in the rider year immediately following the first withdrawal.

rider anniversary – the same day and month as the rider issue date for each year this rider remains in force.

rider issue date – the date shown on the Rider Data Page that is used to determine rider years and rider anniversaries.

rider year – any twelve-month period beginning on a rider issue date or a rider anniversary and ending one day before the next rider anniversary.

simple interest benefit basis (SIBB) – a value calculated solely for purposes of this rider to determine your LBB on each rider anniversary that the simple interest benefit is in effect. See Rider Section 6.3 for a description of how the SIBB is determined.

step-up anniversary – the same day and month as the step-up date, for each year following a step-up in the LBB.

step-up date – the date that a step-up in the LBB occurs, as described in Rider Section 6.4.

2.1 What is our agreement with you?

Our agreement with you includes this rider as a part of the contract to which it is attached. The provisions of the contract apply to this rider unless they conflict with the rider. If there is a conflict, the rider provision will apply. Nothing in this rider is intended to override the Death of Annuitant and/or Owner provisions of the contract to which this rider is attached; and in all events this rider will be interpreted in a manner consistent with Section 72(s) of the Internal Revenue Code. The issue date for this rider is shown on the Rider Data Page.

We promise to provide the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met.

2.2 What are the eligibility requirements and the benefit provided by this rider?

To be eligible for this rider the annuitant (both annuitants if joint annuitants) must be no younger than 55 and no older than age 85 on the rider issue date. This rider is not available if the plan type for the policy to which this rider is attached is a Beneficiary IRA.

Once issued, this rider provides for a guaranteed lifetime withdrawal benefit as described in this rider.

2.3 Are there any investment restrictions?

In order to provide the guarantee described by this rider, we require use of an available benefit allocation model for your contract value and for allocation of your net purchase payments. A transfer of contract value or change in allocation to an investment option other than an available benefit allocation model is a violation of the investment restrictions.

Subject to any notice, approval or consent required by applicable law, we reserve the right to:

- a.) add benefit allocation models without prior notice;
- b.) remove or substitute benefit allocation models; and
- c.) substitute investment options within an available benefit allocation model.

You will be notified in advance of any substitution, removal or change to a benefit allocation model that you selected.

2.4 What happens if the investment restrictions are violated?

If the investment restrictions are violated during the minimum charge period:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the LBB will be the LBB as of the valuation day immediately preceding the violation for the sole purpose of calculating the rider charge from the date of the violation to the date of termination; and
- c.) as of the date of the violation:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 5 will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a non-lifetime withdrawal or lifetime withdrawal under this rider;
 - 2.) the step-up option described in Rider Section 6.4 will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 6.2 will no longer be in effect.

If the investment restrictions are violated on any date following completion of the minimum charge period, this rider will automatically terminate as of the date the violation occurred.

2.5 What happens if you change ownership of your contract?

If you change ownership of the contract to which this rider is attached:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the LBB will be the LBB as of the valuation day immediately preceding the ownership change effective date, for the sole purpose of calculating the rider charge from the date ownership was changed to the date of termination; and
- c.) as of the ownership change effective date:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 5 will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a non-lifetime withdrawal or lifetime withdrawal under this rider;
 - 2.) the step-up option described in Rider Section 6.4 will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 6.2 will no longer be in effect.

If the ownership change effective date occurs on any date following completion of the minimum charge period, this rider will automatically terminate as of that date.

2.6 When will this rider terminate?

Elective termination of this rider prior to the end of the minimum charge period is not allowed. The minimum charge period is shown on the Rider Data Page.

This rider will automatically terminate on the earliest of:

- a.) the payout date;
- b.) the date due proof of death of the annuitant (last remaining annuitant, if joint annuitants) is received;
- c.) the date there is a change of annuitant for any reason; or
- d.) the date you surrender your contract.

This rider will also terminate if the investment restrictions are violated as described in Rider Section 2.4, or if you change ownership of the contract to which this rider is attached as described in Rider Section 2.5.

RIDER SECTION 3.

RIDER CHARGES

3.1 Is there a charge for this rider?

There is an annual charge for this rider. The annual charge is determined by multiplying the rider charge rate by the average daily LBB for the prior contract year. The LBB as of each calendar day will be used to calculate the average daily LBB for the prior contract year.

The initial rider charge rate is shown on the Rider Data Page. We reserve the right to change the rider charge rate if you elect to step-up your LBB. The rider charge rate will not exceed the maximum rider charge rate shown on the Rider Data Page.

During the accumulation period, this charge will be deducted pro-rata from your contract value on each contract anniversary.

The rider charge will also be deducted upon:

- a.) full surrender of the contract;
- b.) termination of the rider after expiration of the minimum charge period;
- c.) payment of death proceeds; or
- d.) the start of payments under an income payout option, if not on a contract anniversary.

Any charge for a partial year will be in proportion to the number of days since the prior contract anniversary.

RIDER SECTION 4. PURCHASE PAYMENTS AND TRANSFERS

4.1 Can you change the allocation of net purchase payments?

You may change the allocation of subsequent net purchase payments to one of the other available benefit allocation models at any time, without charge by written request. Any change will be effective at the time we receive your written request. However, your contract value at the time of such request must also be transferred to the benefit allocation model selected.

Changing allocation to an investment option other than an available benefit allocation model during a benefit period is a violation of the investment restrictions. See Rider Section 2.4, for a description of the consequences of such violation.

4.2 How will additional purchase payments made to your contract affect the LBB?

Additional purchase payments that are made after the rider issue date will increase your contract value, but will not increase your LBB. Careful consideration should be given before making additional purchase payments that do not increase your LBB. Such payments may negatively impact the benefit provided by this rider.

4.3 Can contract value be transferred?

You may transfer your contract value to any benefit allocation model that we make available.

Transferring your contract value to an investment option other than an available benefit allocation model is a violation of the investment restrictions. See Rider Section 2.4 for a description of the consequences of such violation.

RIDER SECTION 5. GUARANTEED LIFETIME WITHDRAWAL BENEFIT

5.1 What is the guaranteed lifetime withdrawal benefit?

The guaranteed lifetime withdrawal benefit guarantees that you may take lifetime withdrawals under this rider regardless of your contract value. You may take one non-lifetime withdrawal prior to taking your first lifetime withdrawal.

Withdrawals under this rider are also partial withdrawals under the contract to which this rider is attached.

5.2 When can a non-lifetime withdrawal be made?

You may take one non-lifetime withdrawal at any time on or after the rider issue date and prior to making a lifetime withdrawal. At least one annuitant must be living at the time of the withdrawal.

5.3 What amount can be withdrawn as a non-lifetime withdrawal and what is the effect of the withdrawal?

You may withdraw any amount as a non-lifetime withdrawal. The effect of a lifetime withdrawal, regardless of the amount of the withdrawal, is that there will be no annual credit to the SIBB on the rider anniversary following the withdrawal. See Rider Section 6.3. In addition, if you withdraw more than the GALWA (an excess withdrawal) the following will occur:

- a.) the annual credit to the SIBB, when it resumes, will be reduced, as described in Rider Section 6.3;
- b.) the LBB will be adjusted and the GALWA will be reduced as described in Rider Section 7.2; and
- c.) if the withdrawal would cause the contract's surrender value to be less than \$2,000, we will treat your withdrawal request as a full surrender, and this rider will terminate.

The GALWA at the time of withdrawal is determined by multiplying the LBB at the time the non-lifetime withdrawal occurs by the annual withdrawal benefit percentage shown on the Rider Data Page. The percentage will be based on the annuitant's current age at the time the non-lifetime withdrawal occurs.

5.4 When can lifetime withdrawals be made?

You may begin making lifetime withdrawals under this rider at any time on or after the rider issue date. At least one annuitant must be living at the time of the withdrawal.

5.5 What amount can be withdrawn under this rider as a lifetime withdrawal?

You can withdraw up to the GALWA each rider year on or after the rider issue date.

The GALWA is determined by multiplying the LBB at the time the lifetime withdrawal occurs by the annual withdrawal benefit percentage shown on the Rider Data Page. The percentage is based on the annuitant's current age at the time the first lifetime withdrawal occurs following the rider issue date. The annual withdrawal benefit percentage will not change after your first lifetime withdrawal.

If you withdraw more than the GALWA (an excess withdrawal), the LBB will be adjusted and the GALWA will be reduced. See Rider Section 7.2.

5.6 What happens if a lifetime withdrawal causes your contract value to be equal to or less than zero?

If a lifetime withdrawal under the terms of this rider causes your contract value to be equal to or less than zero:

- a.) the accumulation period under your contract will end and the payout period will automatically begin;
- b.) the remaining guaranteed withdrawals under this rider will occur under an income payout option that we make available for that purpose; and
- c.) all other riders attached to your contract, if any, will terminate.

5.7 What happens if lifetime withdrawals continue past the anticipated payout date?

If lifetime withdrawals under the terms of this rider continue past the anticipated payout date:

- a.) we may not accept any additional purchase payments;
- b.) your income payout date will be extended; and
- c.) all other riders attached to your contract, if any, will terminate.

The anticipated payout date is the contract anniversary following the annuitant's (primary annuitant if joint annuitants) 85th birthday or 10 years from the contract issue date, if later.

RIDER SECTION 6.**LIFETIME BENEFIT BASIS**

6.1 How is the LBB determined?

The LBB as of the rider issue date is shown on the Rider Data Page and is equal to:

- a.) your initial purchase payment if this rider is issued at the same time your contract is issued; or
- b.) your contract value as of the rider issue date if this rider is issued after your contract is issued; or
- c.) the benefit basis for the Guaranteed Minimum Accumulation Benefit rider being converted to this rider (or the contract value, if greater) as of this rider's issue date; or
- d.) the continuation amount if this rider is issued as a result of spousal continuation.

The LBB may increase on each rider anniversary that the simple interest benefit and/or the step-up option are in effect. See Rider Section 6.5.

If an excess withdrawal occurs, your LBB will be adjusted and the GALWA will be reduced. See Rider Section 7.2.

6.2 What is the simple interest benefit and when is it in effect?

The simple interest benefit is a benefit that may increase the LBB on each rider anniversary that it is in effect, as described in Rider Section 6.5. For purposes of determining your LBB while the simple interest benefit is in effect, a value, referred to as the SIBB, is calculated on each rider anniversary, as described in Rider Section 6.3.

The simple interest benefit is in effect on each of the first 10 rider anniversaries, provided no investment violations and no lifetime withdrawals have occurred since the rider issue date.

If a step-up occurs while the benefit is in effect, the benefit will remain in effect for each of the 10 rider anniversaries following the step-up, provided no investment violations and no lifetime withdrawals have occurred since the rider issue date. However, in no event will this benefit remain in effect after the 20th rider anniversary.

For example, if a step-up occurs on your 5th, 8th and 14th rider anniversaries, this benefit will remain in effect until your 20th rider anniversary. If a step-up occurs on your 5th and 8th rider anniversaries, and there are no step-up's on rider anniversaries 9 through 18, the benefit will remain in effect until your 18th rider anniversary. These examples assume that no investment violations and no lifetime withdrawals have occurred since the rider issue date.

This benefit will remain in effect until the earliest of:

- a.) your first lifetime withdrawal following the rider issue date; or
- b.) your 10th rider anniversary, if no step-ups have occurred as of that date; or
- c.) the 10th step-up anniversary of the last step-up that occurs while this benefit is in effect; or
- d.) the 20th rider anniversary; or
- e.) the date you violate the investment restrictions by electing to transfer your contract value or change your allocation to an investment option other than an available benefit allocation model.

While the simple interest benefit is in effect, it may increase your LBB (and therefore your lifetime withdrawals under this rider); however, it will not increase your contract value.

6.3 How is the SIBB determined?

The SIBB on your Rider Issue Date is equal to the LBB as of that date. On each rider anniversary that the simple interest benefit is in effect an annual credit may be applied to increase the SIBB. The annual credit, if any, for each rider anniversary that the simple interest benefit is in effect will be determined as follows:

- a.) if no withdrawals have occurred since the rider issue date the annual credit for that rider anniversary will be equal to the SIBB Rate multiplied by the LBB at the end of the first rider year;
- b.) if a non-lifetime withdrawal occurred during a rider year:
 - 1.) there will be no annual credit for the rider anniversary immediately following the non-lifetime withdrawal;
 - 2.) the annual credit will resume on the next rider anniversary; and
 - 3.) the amount of the annual credit, when it resumes, will be equal to the SIBB Rate multiplied by the LBB at the end of the first rider year unless the withdrawal was an excess withdrawal. If the withdrawal was an excess withdrawal, the amount of the annual credit will be reduced and will be equal to the SIBB Rate multiplied by the reset LBB, as described in Rider Section 7.2.

The SIBB Rate is shown on the Rider Data Page. See Rider Section 6.2 for a description of when the simple interest benefit is in effect.

6.4 What is the step-up option?

The step-up option, if elected, is a benefit that may increase the LBB on each rider anniversary that it is in effect as described in Rider Section 6.5.

Once elected, the step-option will remain in effect until the earliest of the following:

- a.) the rider anniversary on or following the annuitant's 85th birthday (the 85th birthday of the youngest annuitant, if joint annuitants);
- b.) the date you terminate the option by written request;
- c.) the date you violate the investment restrictions by electing to transfer your contract value or change your allocation to an investment option other than an available benefit allocation model; or
- d.) the date you change ownership of the contract to which this rider is attached.

You may not re-elect the step-up option once it has been terminated. Step-ups will only be allowed if we are issuing new Guaranteed Lifetime Withdrawal Benefit Riders on the step-up date. Your annual report will indicate if the step-up option is in effect during the report period.

If you did not elect the automatic step-up option at the time of application, you may do so at a later date by written request. Step-ups will then begin automatically on the rider anniversary following receipt of your written request and will continue on each rider anniversary that the option is in effect.

6.5 How is the LBB determined when the simple interest option and/or the step-up option are in effect?

On each rider anniversary that the simple interest benefit and/or the step-up option are in effect, the LBB will be determined as follows:

a.) If both the simple interest benefit and the step-up option are in effect, the LBB for that rider anniversary will be compared to the following amounts:

- 1.) the SIBB as of that rider anniversary; and
- 2.) the current contract value as of that rider anniversary.

If 1.) and/or 2.) is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the greatest amount.

If both 1.) and 2.) are lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

b.) If the step-up option is in effect, but the simple interest benefit is not in effect, the LBB for that rider anniversary will be compared to the current contract value as of that rider anniversary.

If the contract value is greater than the LBB for that rider anniversary, the LBB will be increased (stepped-up) to be equal to the contract value.

If the contract value is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

c.) If the simple interest benefit is in effect, but the step-up option is not in effect, the LBB for that rider anniversary will be compared to the SIBB as of that rider anniversary.

If the SIBB is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the SIBB.

If the SIBB is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

6.6 Will the simple interest benefit and/or the step-up option affect the annual charge for this rider?

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any increase to your LBB as a result of the simple interest benefit or step-up option will also increase the annual charge for this rider.

If the step-up option is in effect and you elect to step-up your LBB, the rider charge rate may differ from the initial rider charge rate shown on the Rider Data Page. Any change in the rider charge rate will affect the annual charge for this rider. See Rider Section 3.1.

RIDER SECTION 7.

EXCESS WITHDRAWALS

7.1 When does an excess withdrawal occur?

An excess withdrawal occurs if:

- a.) the amount withdrawn during a rider year exceeds the GALWA;
or
- b.) the amount withdrawn, when added to prior withdrawals during a rider year, exceeds the GALWA.

The amount withdrawn during a rider year that is in excess of the GALWA is referred to as the "excess withdrawal amount".

7.2 What happens if an excess withdrawal occurs?

If an excess withdrawal occurs, the LBB will be reset to equal the previous LBB reduced by the greater of:

- a.) the excess withdrawal amount; or
- b.) a proportional adjustment amount that is equal to (1) divided by (2), with the result multiplied by (3), where:

(1) = the excess withdrawal amount.

(2) = the contract value prior to the withdrawal minus the remaining GALWA, if any, at the time of withdrawal. The remaining GALWA is the amount available for withdrawal without exceeding the GALWA.

(3) = the LBB prior to the withdrawal.

The GALWA will then be recalculated and reduced, based on the newly reset LBB.

We reserve the right to waive the excess withdrawal treatment described above if the withdrawals are scheduled withdrawals intended to meet IRS required minimum distribution rules. The current prospectus will disclose if such waiver is in effect and any detailed requirements for such waiver.

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any decrease to your LBB will also decrease the annual charge for this rider.

CUNA Mutual Insurance Society



President

GUARANTEED LIFETIME WITHDRAWAL BENEFIT

ANNUITANT

[John Doe]

ANNUITANT(S) ISSUE AGE(S)

[35]

CO-ANNUITANT

[Jane Doe]

CO-ANNUITANT'S ISSUE AGE

[35]

OWNER(S)

[John Doe]

RIDER ISSUE DATE

[October 31, 2009]

Lifetime Benefit Basis (LBB): [\$100,000]

Simple Interest Benefit Basis Rate (SIBB Rate): [8.0%]

Initial Rider Charge Rate: [0.85%]

Minimum Charge Period: [October 31, 2009 – October 31, 2016]

Maximum Rider Charge Rate: 1.75%

Annual Withdrawal Benefit Percentage:

Single Annuitant	
<u>Age at First Withdrawal</u>	
<u>Current Age</u>	<u>Percentage</u>
55-58	4.00%
59-64	4.50%
65-69	5.00%
70-79	5.50%
80+	6.00%

Joint Annuitants	
<u>Age of Youngest Annuitant at First Withdrawal</u>	
<u>Current Age</u>	<u>Percentage</u>
55-58	3.00%
59-64	3.50%
65-69	4.00%
70-79	4.50%
80+	5.00%

If only one annuitant is living at the time of your first withdrawal, the percentages shown above will be increased by [1%].

Benefit Allocation Model:

- 100% Conservative Allocation
- 100% Moderate Allocation
- 100% Diversified Income

Conservative Moderate Blend

- 66% Conservative Allocation
- 34% Moderate Allocation

Conservative I Model

- 40% Bond
- 10% High Income
- 18% Large Cap Value
- 12% Large Cap Growth
- 5% Mid Cap Value
- 3% Mid Cap Growth
- 3% Small Cap Value
- 3% Global Securities
- 6% International Stock

Conservative R Model

- 5% Franklin Income Securities IV
- 10% PIMCO VIT Global Bond Unhedged
- 10% Franklin High Income IV
- 25% PIMCO VIT Total Return
- 13% Oppenheimer Main Street/VA Svc
- 16% Van Kampen LIT Growth & Income
- 4% Van Kampen LIT Mid Cap Growth
- 3% Oppenheimer Main St Small Cap/VA Svc
- 3% Mutual Discovery Securities IV
- 6% Oppenheimer International Growth
- 2% AIM VI Global Real Estate
- 3% PIMCO VIT CommodityRealReturn

Conservative C Model

- 25% Ultra Bond
- 10% Franklin High Income IV
- 10% PIMCO VIT Global Bond Unhedged
- 5% PIMCO VIT Total Return
- 16% Van Kampen LIT Growth & Income
- 10% Large Cap Growth
- 6% Mid Cap Value
- 2% Mid Cap Growth
- 2% Oppenheimer Main St Small
- 7% International Stock
- 2% Oppenheimer International Growth
- 2% AIM VI Global Real Estate
- 3% PIMCO VIT CommodityRealReturn

**Conservative/Moderate
I Model**

32% Bond
8% High Income
17% Large Cap Value
14% Large Cap Growth
7% Mid Cap Value
5% Mid Cap Growth
4% Small Cap Value
4% Global Securities
9% International Stock

**Conservative/Moderate
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5% Franklin Income Securities IV
8% PIMCO VIT Global Bond Unhedged
8% Franklin High Income IV
19% PIMCO VIT Total Return
15% Oppenheimer Main Street/VA Svc
15% Van Kampen LIT Growth & Income
6% Van Kampen LIT Mid Cap Growth
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2% AIM VI Global Real Estate
4% PIMCO VIT CommodityRealReturn

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GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER WITH MINIMUM GUARANTEE DEATH BENEFIT

RIDER SECTION 1.

DEFINITIONS

1.1 What are the most commonly used terms and what do they mean?

benefit allocation model – one or more specific investment options or purchase payment allocation models that we will use to provide the guarantee described by this rider. The benefit allocation model selected is shown on the Rider Data Page.

current age – the annuitant's age (youngest annuitant if joint annuitants) as of his or her last birthday.

excess withdrawal – a withdrawal that either by itself or when added to all other withdrawals during a rider year, exceeds the GALWA. The amount that is in excess of the GALWA is considered the excess withdrawal amount. See Rider Section 7.1.

guaranteed annual lifetime withdrawal amount (GALWA) – the maximum amount you may withdraw each rider year while an annuitant is alive regardless of your contract value.

lifetime benefit basis (LBB) – the value used to determine the GALWA. It may increase annually while the simple interest benefit and/or step-up options are in effect as described in Rider Section 6.5. It will be reduced if an excess withdrawal occurs as described in Rider Section 7.2.

lifetime withdrawal(s) – any withdrawal(s) taken under the terms of this rider that is/are not a non-lifetime withdrawal.

non-lifetime withdrawal – a withdrawal is a non-lifetime withdrawal only if it is the first withdrawal under this rider, there are no additional withdrawals in the same rider year, and no withdrawals in the rider year immediately following the first withdrawal.

rider anniversary – the same day and month as the rider issue date for each year this rider remains in force.

rider issue date – the date shown on the Rider Data Page that is used to determine rider years and rider anniversaries.

rider year – any twelve-month period beginning on a rider issue date or a rider anniversary and ending one day before the next rider anniversary.

simple interest benefit basis (SIBB) – a value calculated solely for purposes of this rider to determine your LBB on each rider anniversary that the simple interest benefit is in effect. See Rider Section 6.3 for a description of how the SIBB is determined.

step-up anniversary – the same day and month as the step-up date, for each year following a step-up in the LBB.

step-up date – the date that a step-up in the LBB occurs, as described in Rider Section 6.4.

window period – the period of time that additional purchase payment(s) made may be included in the LBB. The window period, if any, is shown on the Rider Data Page.

2.1 What is our agreement with you?

Our agreement with you includes this rider as a part of the contract to which it is attached. The provisions of the contract apply to this rider unless they conflict with the rider. If there is a conflict, the rider provision will apply. Nothing in this rider is intended to override the Death of Annuitant and/or Owner provisions of the contract to which this rider is attached; and in all events this rider will be interpreted in a manner consistent with Section 72(s) of the Internal Revenue Code. The issue date for this rider is shown on the Rider Data Page.

We promise to provide the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met.

2.2 What are the eligibility requirements and the benefit provided by this rider?

To be eligible for this rider the annuitant (both annuitants if joint annuitants) must be no younger than 55 and no older than age 85 on the rider issue date. This rider is not available if the plan type for the policy to which this rider is attached is a Beneficiary IRA.

Once issued, this rider provides for a guaranteed lifetime withdrawal benefit and enhanced death benefit as described in this rider.

2.3 Are there any investment restrictions?

In order to provide the guarantee described by this rider, we require use of an available benefit allocation model for your contract value and for allocation of your net purchase payments. A transfer of contract value or change in allocation to an investment option other than an available benefit allocation model is a violation of the investment restrictions.

Subject to any notice, approval or consent required by applicable law, we reserve the right to:

- a.) add benefit allocation models without prior notice;
- b.) remove or substitute benefit allocation models; and
- c.) substitute investment options within an available benefit allocation model.

You will be notified in advance of any substitution, removal or change to a benefit allocation model that you selected.

2.4 What happens if the investment restrictions are violated?

If the investment restrictions are violated during the minimum charge period:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the LBB will be the LBB as of the valuation day immediately preceding the violation for the sole purpose of calculating the rider charge from the date of the violation to the date of termination; and
- c.) as of the date of the violation:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 5 will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a non-lifetime withdrawal or lifetime withdrawal under this rider;
 - 2.) the step-up option described in Rider Section 6.4 will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 6.2 will no longer be in effect.

If the investment restrictions are violated on any date following completion of the minimum charge period, this rider will automatically terminate as of the date the violation occurred.

2.5 What happens if you change ownership of your contract?

If you change ownership of the contract to which this rider is attached:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the LBB will be the LBB as of the valuation day immediately preceding the ownership change effective date, for the sole purpose of calculating the rider charge from the date ownership was changed to the date of termination; and
- c.) as of the ownership change effective date:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 5 will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a non-lifetime withdrawal or lifetime withdrawal under this rider;
 - 2.) the step-up option described in Rider Section 6.4 will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 6.2 will no longer be in effect.

If the ownership change effective date occurs on any date following completion of the minimum charge period, this rider will automatically terminate as of that date.

2.6 When will this rider terminate?

Elective termination of this rider prior to the end of the minimum charge period is not allowed. The minimum charge period is shown on the Rider Data Page.

This rider will automatically terminate on the earliest of:

- a.) the payout date;
- b.) the date due proof of death of the annuitant (last remaining annuitant, if joint annuitants) is received;
- c.) the date there is a change of annuitant for any reason; or
- d.) the date you surrender your contract.

This rider will also terminate if the investment restrictions are violated as described in Rider Section 2.4, or if you change ownership of the contract to which this rider is attached as described in Rider Section 2.5.

RIDER SECTION 3.

RIDER CHARGES

3.1 Is there a charge for this rider?

There is an annual charge for this rider. The annual charge is determined by multiplying the rider charge rate by the average daily LBB for the prior contract year. The LBB as of each calendar day will be used to calculate the average daily LBB for the prior contract year.

The initial rider charge rate is shown on the Rider Data Page. We reserve the right to change the rider charge rate if you elect to step-up your LBB. The rider charge rate will not exceed the maximum rider charge rate shown on the Rider Data Page.

During the accumulation period, this charge will be deducted pro-rata from your contract value on each contract anniversary.

The rider charge will also be deducted upon:

- a.) full surrender of the contract;
- b.) termination of the rider after expiration of the minimum charge period;
- c.) payment of death proceeds; or
- d.) the start of payments under an income payout option, if not on a contract anniversary.

Any charge for a partial year will be in proportion to the number of days since the prior contract anniversary.

RIDER SECTION 4. PURCHASE PAYMENTS AND TRANSFERS

4.1 Can you change the allocation of net purchase payments?

You may change the allocation of subsequent net purchase payments to one of the other available benefit allocation models at any time, without charge by written request. Any change will be effective at the time we receive your written request. However, your contract value at the time of such request must also be transferred to the benefit allocation model selected.

Changing allocation to an investment option other than an available benefit allocation model during a benefit period is a violation of the investment restrictions. See Rider Section 2.4, for a description of the consequences of such violation.

4.2 How will additional purchase payments made to your contract affect the LBB?

Additional purchase payments will increase your LBB, subject to the following requirements:

- a.) we must receive any additional purchase payments during the window period shown on the Rider Data Page; and
- b.) the increase in your LBB is limited to the maximum window purchase payment amount shown on the Rider Data Page.

Any additional purchase payments that are made after the window period will increase your contract value, but will not increase your LBB. Any additional purchase payments or portion of an additional purchase payment that exceeds the maximum window purchase payment amount will increase your contract value, but will not increase your LBB. Careful consideration should be given before making additional purchase payments that do not increase your LBB as well as your contract value. Such payments may negatively impact the benefit provided by this rider.

4.3 Can contract value be transferred?

You may transfer your contract value to any benefit allocation model that we make available.

Transferring your contract value to an investment option other than an available benefit allocation model is a violation of the investment restrictions. See Rider Section 2.4 for a description of the consequences of such violation.

RIDER SECTION 5.**GUARANTEED LIFETIME WITHDRAWAL
BENEFIT**

5.1 What is the guaranteed lifetime withdrawal benefit?

The guaranteed lifetime withdrawal benefit guarantees that you may take lifetime withdrawals under this rider regardless of your contract value. You may take one non-lifetime withdrawal prior to taking your first lifetime withdrawal.

Withdrawals under this rider are also partial withdrawals under the contract to which this rider is attached.

5.2 When can a non-lifetime withdrawal be made?

You may take one non-lifetime withdrawal at any time on or after the rider issue date and prior to making a lifetime withdrawal. At least one annuitant must be living at the time of the withdrawal.

5.3 What amount can be withdrawn as a non-lifetime withdrawal and what is the effect of the withdrawal?

You may withdraw any amount as a non-lifetime withdrawal. The effect of a lifetime withdrawal, regardless of the amount of the withdrawal, is that there will be no annual credit to the SIBB on the rider anniversary following the withdrawal. See Rider Section 6.3. In addition, if you withdraw more than the GALWA (an excess withdrawal) the following will occur:

- a.) the annual credit to the SIBB, when it resumes, will be reduced, as described in Rider Section 6.3;
- b.) the LBB will be adjusted and the GALWA will be reduced as described in Rider Section 7.2; and
- c.) if the withdrawal would cause the contract's surrender value to be less than \$2,000, we will treat your withdrawal request as a full surrender, and this rider will terminate.

The GALWA at the time of withdrawal is determined by multiplying the LBB at the time the non-lifetime withdrawal occurs by the annual withdrawal benefit percentage shown on the Rider Data Page. The percentage will be based on the annuitant's current age at the time the non-lifetime withdrawal occurs.

5.4 When can lifetime withdrawals be made?

You may begin making lifetime withdrawals under this rider at any time on or after the rider issue date. At least one annuitant must be living at the time of the withdrawal.

5.5 What amount can be withdrawn under this rider as a lifetime withdrawal?

You can withdraw up to the GALWA each rider year on or after the rider issue date.

The GALWA is determined by multiplying the LBB at the time the lifetime withdrawal occurs by the annual withdrawal benefit percentage shown on the Rider Data Page. The percentage is based on the annuitant's current age at the time the first lifetime withdrawal occurs following the rider issue date. The annual withdrawal benefit percentage will not change after your first lifetime withdrawal.

If you withdraw more than the GALWA (an excess withdrawal), the LBB will be adjusted and the GALWA will be reduced. See Rider Section 7.2.

5.6 What happens if a lifetime withdrawal causes your contract value to be equal to or less than zero?

If a lifetime withdrawal under the terms of this rider causes your contract value to be equal to or less than zero:

- a.) the accumulation period under your contract will end and the payout period will automatically begin;
- b.) the remaining guaranteed withdrawals under this rider will occur under an income payout option that we make available for that purpose; and
- c.) all other riders attached to your contract, if any, will terminate.

5.7 What happens if lifetime withdrawals continue past the anticipated payout date?

If lifetime withdrawals under the terms of this rider continue past the anticipated payout date:

- a.) we may not accept any additional purchase payments;
- b.) your income payout date will be extended; and
- c.) all other riders attached to your contract, if any, will terminate.

The anticipated payout date is the contract anniversary following the annuitant's (primary annuitant if joint annuitants) 85th birthday or 10 years from the contract issue date, if later.

RIDER SECTION 6.

LIFETIME BENEFIT BASIS

6.1 How is the LBB determined?

The LBB as of the rider issue date is shown on the Rider Data Page and is equal to:

- a.) your initial purchase payment if this rider is issued at the same time your contract is issued; or
- b.) your contract value as of the rider issue date if this rider is issued after your contract is issued; or
- c.) the continuation amount if this rider is issued as a result of spousal continuation.

The LBB will be increased by any purchase payment(s) received during the window period (up to the maximum window purchase payment allowed as shown on the Rider Data Page); and it may increase on each rider anniversary that the simple interest benefit and/or the step-up option are in effect as described in Rider Section 6.5.

If an excess withdrawal occurs, your LBB will be adjusted and the GALWA will be reduced. See Rider Section 7.2.

6.2 What is the simple interest benefit and when is it in effect?

The simple interest benefit is a benefit that may increase the LBB on each rider anniversary that it is in effect, as described in Rider Section 6.5. For purposes of determining your LBB while the simple interest benefit is in effect, a value, referred to as the SIBB, is calculated on each rider anniversary, as described in Rider Section 6.3.

The simple interest benefit is in effect on each of the first 10 rider anniversaries, provided no investment violations and no lifetime withdrawals have occurred since the rider issue date.

If a step-up occurs while the benefit is in effect, the benefit will remain in effect for each of the 10 rider anniversaries following the step-up, provided no investment violations and no lifetime withdrawals have occurred since the rider issue date. However, in no event will this benefit remain in effect after the 20th rider anniversary.

For example, if a step-up occurs on your 5th, 8th and 14th rider anniversaries, this benefit will remain in effect until your 20th rider anniversary. If a step-up occurs on your 5th and 8th rider anniversaries, and there are no step-up's on rider anniversaries 9 through 18, the benefit will remain in effect until your 18th rider anniversary. These examples assume that no investment violations and no lifetime withdrawals have occurred since the rider issue date.

This benefit will remain in effect until the earliest of:

- a.) your first lifetime withdrawal following the rider issue date; or
- b.) your 10th rider anniversary, if no step-ups have occurred as of that date; or
- c.) the 10th step-up anniversary of the last step-up that occurs while this benefit is in effect; or
- d.) the 20th rider anniversary; or
- e.) the date you violate the investment restrictions by electing to transfer your contract value or change your allocation to an investment option other than an available benefit allocation model.

While the simple interest benefit is in effect, it may increase your LBB (and therefore your lifetime withdrawals under this rider); however, it will not increase your contract value.

6.3 How is the SIBB determined?

The SIBB on your Rider Issue Date is equal to the LBB as of that date. On each rider anniversary that the simple interest benefit is in effect an annual credit may be applied to increase the SIBB. The annual credit, if any, for each rider anniversary that the simple interest benefit is in effect will be determined as follows:

- a.) if no withdrawals have occurred since the rider issue date the annual credit for that rider anniversary will be equal to the SIBB Rate multiplied by the LBB at the end of the first rider year;
- b.) if a non-lifetime withdrawal occurred during a rider year:
 - 1.) there will be no annual credit for the rider anniversary immediately following the non-lifetime withdrawal;
 - 2.) the annual credit will resume on the next rider anniversary; and
 - 3.) the amount of the annual credit, when it resumes, will be equal to the SIBB Rate multiplied by the LBB at the end of the first rider year unless the withdrawal was an excess withdrawal. If the withdrawal was an excess withdrawal, the amount of the annual credit will be reduced and will be equal to the SIBB Rate multiplied by the reset LBB, as described in Rider Section 7.2.

The SIBB Rate is shown on the Rider Data Page. See Rider Section 6.2 for a description of when the simple interest benefit is in effect.

6.4 What is the step-up option?

The step-up option, if elected, is a benefit that may increase the LBB on each rider anniversary that it is in effect as described in Rider Section 6.5.

Once elected, the step-option will remain in effect until the earliest of the following:

- a.) the rider anniversary on or following the annuitant's 85th birthday (the 85th birthday of the youngest annuitant, if joint annuitants);
- b.) the date you terminate the option by written request;
- c.) the date you violate the investment restrictions by electing to transfer your contract value or change your allocation to an investment option other than an available benefit allocation model; or
- d.) the date you change ownership of the contract to which this rider is attached.

You may not re-elect the step-up option once it has been terminated. Step-ups will only be allowed if we are issuing new Guaranteed Lifetime Withdrawal Benefit Riders on the step-up date. Your annual report will indicate if the step-up option is in effect during the report period.

If you did not elect the automatic step-up option at the time of application, you may do so at a later date by written request. Step-ups will then begin automatically on the rider anniversary following receipt of your written request and will continue on each rider anniversary that the option is in effect.

6.5 How is the LBB determined when the simple interest option and/or the step-up option are in effect?

On each rider anniversary that the simple interest benefit and/or the step-up option are in effect, the LBB will be determined as follows:

- a.) If both the simple interest benefit and the step-up option are in effect**, the LBB for that rider anniversary will be compared to the following amounts:

- 1.) the SIBB as of that rider anniversary; and
- 2.) the current contract value as of that rider anniversary.

If 1.) and/or 2.) is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the greatest amount.

If both 1.) and 2.) are lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

- b.) If the step-up option is in effect, but the simple interest benefit is not in effect**, the LBB for that rider anniversary will be compared to the current contract value as of that rider anniversary.

If the contract value is greater than the LBB for that rider anniversary, the LBB will be increased (stepped-up) to be equal to the contract value.

If the contract value is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

c.) If the simple interest benefit is in effect, but the step-up option is not in effect, the LBB for that rider anniversary will be compared to the SIBB as of that rider anniversary.

If the SIBB is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the SIBB.

If the SIBB is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

6.6 Will the simple interest benefit and/or the step-up option affect the annual charge for this rider?

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any increase to your LBB as a result of the simple interest benefit or step-up option will also increase the annual charge for this rider.

If the step-up option is in effect and you elect to step-up your LBB, the rider charge rate may differ from the initial rider charge rate shown on the Rider Data Page. Any change in the rider charge rate will also affect the annual charge for this rider. See Rider Section 3.1.

RIDER SECTION 7.

EXCESS WITHDRAWALS

7.1 When does an excess withdrawal occur?

An excess withdrawal occurs if:

- a.) the amount withdrawn during a rider year exceeds the GALWA; or
- b.) the amount withdrawn, when added to prior withdrawals during a rider year, exceeds the GALWA.

The amount withdrawn during a rider year that is in excess of the GALWA is referred to as the “excess withdrawal amount”.

7.2 What happens if an excess withdrawal occurs?

If an excess withdrawal occurs, the LBB will be reset to equal the previous LBB reduced by the greater of:

- a.) the excess withdrawal amount; or
- b.) a proportional adjustment amount that is equal to (1) divided by (2), with the result multiplied by (3), where:
 - (1)= the excess withdrawal amount.
 - (2)= the contract value prior to the withdrawal minus the remaining GALWA, if any, at the time of withdrawal. The remaining GALWA is the amount available for withdrawal without exceeding the GALWA.
 - (3)= the LBB prior to the withdrawal.

The GALWA will then be recalculated and reduced, based on the newly reset LBB.

We reserve the right to waive the excess withdrawal treatment described above if the withdrawals are scheduled withdrawals intended to meet IRS required minimum distribution rules. The current prospectus will disclose if such waiver is in effect and any detailed requirements for such waiver.

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any decrease to your LBB will also decrease the annual charge for this rider.

8.1 What amount will be paid as death benefit proceeds during the accumulation period?

The amount that will be paid under this contract as death benefit proceeds is equal to the greater of the following:

- a.) the contract value as of the date due proof of death is received reduced by any applicable rider charges (calculated in proportion to the number of days since the prior contract anniversary for a partial year's charge); or
- b.) the sum of your net purchase payments made as of the date due proof of death is received; minus an adjustment for each partial withdrawal made as of the date due proof of death is received. The adjustment for a partial withdrawal is equal to the partial withdrawal amount plus an additional adjustment if an excess withdrawal occurred as described in Rider Section 7.

The additional adjustment for an excess withdrawal is equal to: (1) divided by (2); with that result multiplied by (3); and then finally reduced by (1), where:

- (1)= the excess withdrawal amount;
- (2)= the contract value immediately prior to the excess withdrawal;
- (3)= the sum of your net purchase payments immediately prior to the date the excess withdrawal occurred, less any adjustments already made for prior withdrawals.

This additional adjustment for an excess withdrawal has the effect of increasing the total adjustment amount when (3) is greater than (2) and reducing the total adjustment amount when (3) is less than (2).

The death benefit proceeds described above will be reduced by any applicable premium expense charges not previously deducted.

CUNA Mutual Insurance Society



President

**GUARANTEED LIFETIME WITHDRAWAL BENEFIT
WITH MINIMUM GUARANTEE DEATH BENEFIT****ANNUITANT**

[John Doe]

ANNUITANT(S) ISSUE AGE(S)

[35]

CO-ANNUITANT

[Jane Doe]

CO-ANNUITANT'S ISSUE AGE

[35]

OWNER(S)

[John Doe]

RIDER ISSUE DATE

[October 31, 2009]

Lifetime Benefit Basis (LBB): [\$100,000]**Window Period:** [October 31, 2009 – October 31, 2010]**Maximum Window Purchase Payment:** [\$200,000]**Simple Interest Benefit Basis Rate (SIBB Rate):** [8.0%]**Initial Rider Charge Rate:** [0.85%]**Minimum Charge Period:** [October 31, 2009 – October 31, 2016]**Maximum Rider Charge Rate:** 1.75%**Annual Withdrawal Benefit Percentage:**

Single Annuitant Age at First Withdrawal	
Current Age	Percentage
55-58	4.00%
59-64	4.50%
65-69	5.00%
70-79	5.50%
80+	6.00%

Joint Annuitants Age of Youngest Annuitant at First Withdrawal	
Current Age	Percentage
55-58	3.00%
59-64	3.50%
65-69	4.00%
70-79	4.50%
80+	5.00%

If only one annuitant is living at the time of your first withdrawal, the percentages shown above will be increased by [1%].

Benefit Allocation Model:

100% Conservative Allocation
100% Moderate Allocation
100% Diversified Income

Conservative Moderate Blend

66% Conservative Allocation
34% Moderate Allocation

Conservative I Model

40% Bond
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 18% Large Cap Value
 12% Large Cap Growth
 5% Mid Cap Value
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Moderate C Model

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 14% Large Cap Growth
 7% Mid Cap Value
 4% Mid Cap Growth
 4% Oppenheimer Main St Small
 10% International Stock
 8% Oppenheimer International Growth
 3% AIM VI Global Real Estate
 4% PIMCO VIT CommodityRealReturn

CUNA Mutual Insurance Society**PURCHASE PAYMENT CREDIT BENEFIT ENDORSEMENT
EXTRA CREDIT PLAN**

SECTION 1. GENERAL INFORMATION

- 1.1 What is our agreement with you?** Our agreement with you includes this endorsement as a part of the contract to which it is attached. The provisions of the contract apply to this endorsement unless changed by this endorsement.
- 1.2 What are the most commonly used terms and what do they mean?**
- credit** – the increase amount that is calculated as a result of this benefit endorsement.
- credit value** – the amount of the credit plus any increases for earnings or reductions for investment losses due to the credit.

SECTION 2. PURCHASE PAYMENT CREDIT PROVISION

- 2.1 What is the benefit provided by this endorsement?** A purchase payment received on or after the contract issue date will result in a credit to your contract value if your cumulative net purchase payments meet or exceed a specific amount.

Cumulative net purchase payments equal:

- a.) total of all net purchase payments received; less
- b.) any partial withdrawals (including any associated surrender charges).

The cumulative net purchase payment amounts and associated increase percentages are:

Cumulative Net Purchase Payments	Credit Percentage
\$0.00 through \$249,999.99	4%
\$250,000 through \$499,999.99	5%
\$500,000 and above	6%

The credit to your contract value will be calculated as follows:

- a.) cumulative net purchase payments; multiplied by
- b.) the applicable credit percentage; minus
- c.) any prior credits to your contract value as a result of this endorsement.

The credit will be allocated according to your purchase payment allocation in effect as of the date of the credit.

Credits will be treated as earnings under your contract and will not be subject to any applicable surrender charge.

In the event of a partial withdrawal or full surrender, earnings are withdrawn last, as described on the data page.

- 2.2 What happens if you exercise your Right To Examine?** If you exercise your Right To Examine, your refund will not include any credits or credit value. Your Right To Examine is described on the cover page of your contract.

2.3 Will credit value be included when determining the amount of death benefit proceeds payable?

Only credit value resulting from credit(s) that occurred at least one (1) full year prior to the date of death will be included when determining the amount of death benefit proceeds payable. Any credit value resulting from credit(s) that occurred within one (1) year of the date of death will be canceled and the contract value adjusted accordingly in order to determine the death proceeds payable.

SECTION 3

BENEFIT CHARGES

3.1 Is there a charge for this benefit?

The charge for this benefit is included in the Variable Account Mortality and Expense Risk Charge shown on the data page. The charge is assessed on a daily basis. See the data page and Section 8.3 of the contract.

CUNA Mutual Insurance Society
A Mutual Insurance Company

A handwritten signature in black ink, enclosed within a pair of large, thin, black parentheses. The signature is highly stylized and cursive.

President

CUNA Mutual Insurance Society
2000 Heritage Way
Waverly, IA 50677

1. PLAN OPTION

REQUIRED. Select only one plan option.

MEMBERS® Variable Annuity III

Flexible choices for your retirement

Standard Plan

Four-Year Plan

Extra Credit Plan

I UNDERSTAND THAT CONTRACT VALUES, WHEN BASED ON THE INVESTMENT EXPERIENCE OF A VARIABLE ACCOUNT, ARE VARIABLE AND NOT GUARANTEED AS TO A FIXED AMOUNT.

Pennsylvania: If Extra Credit plan is selected above, form 2009-PPC-PADIS, Extra Credit Plan Disclosure must be left with the applicant.

2. PARTIES TO THE CONTRACT

REQUIRED. All parties must be age 85 or younger on contract issue date. Any owner named below must be at least age 18 (age 19 in Nebraska and Alabama and age 21 in Mississippi and Puerto Rico).

a. Annuitant (Owner) *The annuitant is the owner unless a different owner is named in section 2c. If annuitant is under age 18 (age 19 in Nebraska and Alabama and age 21 in Mississippi and Puerto Rico), a different owner must be named in section 2c.*

Name _____
FIRST MI LAST
 SSN _____ Date of Birth _____ Gender Male Female
 Mailing Address _____ U.S. Citizen Yes No
 City _____ State _____ Zip _____ Daytime Phone _____

b. Co-annuitant *For non-qualified only. Only a co-annuitant who is the spouse of the annuitant, as defined under federal tax law, will qualify for certain tax benefits available to spouses under federal tax law.*

- Co-annuitant only.
- Co-annuitant and co-owner. *Do not complete section 2d.*

Name _____ Relationship _____
FIRST MI LAST TO ANNUITANT
 SSN _____ Date of Birth _____ Gender Male Female
 Mailing Address _____ U.S. Citizen Yes No
 City _____ State _____ Zip _____ Daytime Phone _____

c. Owner (if other than Annuitant) *For non-qualified only. For a trust owner, include a copy of the pages of the trust document which indicate trust name, trust date, trustee name(s), investment authority and signature(s), or complete form 1919(CML), Trustee Certification of Insurance/Annuity Powers.*

Name _____ Relationship _____
INDIVIDUAL/TRUST/CREDIT UNION TO ANNUITANT
 Person Authorized to Receive Correspondence _____
IF TRUST OR CREDIT UNION
 Trustee/Authorized Officer Name(s) _____ Date of Trust _____
IF TRUST OR CREDIT UNION
 SSN/EIN _____ Date of Birth _____ Gender Male Female
 Mailing Address _____ U.S. Citizen Yes No
 City _____ State _____ Zip _____ Daytime Phone _____

d. Co-owner (if other than Co-annuitant) *For non-qualified only. Only a co-owner who is the spouse of the annuitant, as defined under federal tax law, will qualify for certain tax benefits available to spouses under federal tax law.*

Name _____ Relationship _____
FIRST MI LAST TO ANNUITANT
 SSN _____ Date of Birth _____ Gender Male Female
 Mailing Address _____ U.S. Citizen Yes No
 City _____ State _____ Zip _____ Daytime Phone _____



3. PLAN TYPE AND PURCHASE PAYMENT

REQUIRED. Complete sections 3a, 3b and 3c. Make checks payable to CUNA Mutual Insurance Society.

a. Initial Purchase Payment For non-qualified, minimum 1st-year premium is \$5,000. For all other plan types, minimum 1st-year premium is \$2,000. The initial purchase payment applied will be equal to the actual amount received by the Company.

Submitted with Application \$ _____ Estimated Total Amount \$ _____

b. Plan Type and Payment Classification Select only one plan type and complete the row for that type. For SEP IRA, complete form 5305-SEP. For Beneficiary IRA, complete forms CLS-520, CLS-521 and CLS-387. Only credit union-owned 457 plans are allowed. For IRAs, current and prior year contributions will be determined based on signed date of application.

PLAN TYPE	PAYMENT CLASSIFICATION				
<input type="checkbox"/> Non-qualified	\$ _____ NON-1035 EXCHANGE	\$ _____ 1035 EXCHANGE			
<input type="checkbox"/> Traditional IRA	\$ _____ ROLLOVER	\$ _____ TRANSFER	\$ _____ CURRENT YR CONTRIBUTION	\$ _____ PRIOR YR CONTRIBUTION	
<input type="checkbox"/> Roth IRA	\$ _____ ROLLOVER	\$ _____ TRANSFER	\$ _____ CURRENT YR CONTRIBUTION	\$ _____ PRIOR YR CONTRIBUTION	\$ _____ ROTH CONVERSION
<input type="checkbox"/> SEP IRA	\$ _____ ROLLOVER	\$ _____ TRANSFER	\$ _____ CURRENT YR CONTRIBUTION	\$ _____ PRIOR YR CONTRIBUTION	
<input type="checkbox"/> Beneficiary IRA	\$ _____ ROLLOVER	\$ _____ TRANSFER			
<input type="checkbox"/> 457(b)	\$ _____ NEW MONEY	\$ _____ TRANSFER			
<input type="checkbox"/> 457(f)	\$ _____ NEW MONEY	\$ _____ TRANSFER			

Oregon: SEP IRA is not available.
Puerto Rico: Only non-qualified is available.

c. Source of Payments For each payment, list the source/company name from which funds are expected, estimated amount and plan type of existing contract.

SOURCE/COMPANY NAME	ESTIMATED AMOUNT	EXISTING PLAN TYPE
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

4. REPLACEMENT

REQUIRED. Answer both questions and complete as appropriate. See the Instruction Sheet provided with this application to determine if replacement forms are required in the owner's state of residence for any "yes" responses below.

Yes No Do you have any existing life insurance or annuities with our Company or any other company?
If yes, a completed Important Notice: Replacement of Life Insurance or Annuities must accompany this application if required by the owner's state of residence.

Yes No Will this contract replace, discontinue or change any existing life insurance or annuities with our Company or any other company?
If yes, a completed Replacement Form must accompany this application if required by the owner's state of residence.

COMPANY NAME OF POLICY BEING REPLACED	POLICY NUMBER
_____	_____
_____	_____
_____	_____



5. BENEFICIARY

REQUIRED. List each beneficiary for your contract and check whether they are primary or contingent.

To list more beneficiaries, use section 11 or a separate signed and dated paper. If no primary beneficiary is named, the primary will be the estate of the annuitant. If the type of beneficiary is not checked, we will assume the type is primary. The owner has the right to predetermine how the beneficiary will receive the death benefit by completing form 40RESTRICT, Beneficiary Designation with Restricted Payout Options. Do not include fractions or percents for even distribution of proceeds.

FOR INDIVIDUAL BENEFICIARIES:

<input type="checkbox"/> Primary	NAME _____	ADDRESS _____
<input type="checkbox"/> Contingent	RELATIONSHIP _____	SSN _____ DATE OF BIRTH _____
<input type="checkbox"/> Primary	NAME _____	ADDRESS _____
<input type="checkbox"/> Contingent	RELATIONSHIP _____	SSN _____ DATE OF BIRTH _____
<input type="checkbox"/> Primary	NAME _____	ADDRESS _____
<input type="checkbox"/> Contingent	RELATIONSHIP _____	SSN _____ DATE OF BIRTH _____
<input type="checkbox"/> Primary	NAME _____	ADDRESS _____
<input type="checkbox"/> Contingent	RELATIONSHIP _____	SSN _____ DATE OF BIRTH _____
<input type="checkbox"/> Primary	NAME _____	ADDRESS _____
<input type="checkbox"/> Contingent	RELATIONSHIP _____	SSN _____ DATE OF BIRTH _____
<input type="checkbox"/> Primary	NAME _____	ADDRESS _____
<input type="checkbox"/> Contingent	RELATIONSHIP _____	SSN _____ DATE OF BIRTH _____

FOR TRUST BENEFICIARIES:

<input type="checkbox"/> Primary	NAME OF TRUST _____	ADDRESS _____
<input type="checkbox"/> Contingent	TRUSTEE NAME(S) _____	DATE OF TRUST _____

Wisconsin: If owner is married and names someone other than their spouse as primary beneficiary, the spouse must give consent by signing in section 14.

6. PHONE/FAX/INTERNET AUTHORIZATION

OPTIONAL. See form CLS-56, Phone/Fax/Internet Authorization for details on what transactions can be authorized.

All states except **Florida:**

I understand that I will automatically have phone/fax/internet authorization unless the following box is marked:

I do NOT want this authorization.

I understand that the registered representative/agent/insurance producer assigned to my contract will automatically have phone/fax/internet authorization unless the following box is marked:

I do NOT want the registered representative/agent/insurance producer assigned to my contract to have this authorization.

Florida: Authorization will only be in effect if the option is elected.

I understand that I have the option to have phone/fax/internet authorization.

I DO want this authorization.

I do NOT want this authorization.

I understand that I have the option to allow the agent assigned to my contract to have phone/fax/internet authorization.

I DO want the agent assigned to my contract to have this authorization.

I do NOT want the agent assigned to my contract to have this authorization.

[STATE VARIATIONS]



7. LIVING BENEFITS

OPTIONAL. *Select only one living benefit rider from section 7. Living benefits below are available for additional charge. Not available with Beneficiary IRAs.*

a. **Guaranteed Minimum Accumulation Benefit (GMAB)** *Annuitant must be age 85 or younger on contract issue date. Available only if initial purchase payment is \$1,000,000 or less.*

10-year Principal Protector

7-year Principal Protector

Washington: GMAB is not available.

b. **Guaranteed Lifetime Withdrawal Benefit (GLWB)** *Annuitant must be between ages 55 and 85 on contract issue date. If a co-annuitant is named in section 2b, the younger annuitant must be the one named in section 2a. Step-ups may be elected now or after contract issue.*

Income Now – Income Protector

Income Later – Income Protector

I elect the automatic step-up option.

I elect the automatic step-up option.

Pennsylvania: If a GLWB is selected above, Form 2009-GLWB-MG-PADIS, Understanding Your Guaranteed Lifetime Withdrawal Benefit must be left with the applicant.

8. DEATH BENEFITS

OPTIONAL. *Select one or more death benefit riders from section 8. Death benefits below are available for additional charge.*

a. **Additional Death Benefits** *Annuitant must be age 75 or younger on contract issue date. Not available if a GLWB is selected in section 7b.*

Maximum Anniversary Value Death Benefit

3% Annual Guarantee Death Benefit

Earnings Enhanced Death Benefit *Available only if Maximum Anniversary Value Death Benefit and/or 3% Annual Guarantee Death Benefit are selected above. Not available if Extra Credit plan is selected in section 1. Not available if Spouse/Partner Beneficiary Death Benefit is selected in section 8b.*

New Jersey: No additional death benefits are available.

Washington: Only the Maximum Anniversary Value Death Benefit is available.

b. **Spouse/Partner Beneficiary Death Benefit** *For non-qualified only. Not available if Earnings Enhanced Death Benefit is selected in section 8a. Available only if: (1) there is a sole annuitant/owner named in section 2a and no one is named in sections 2b, 2c and 2d; (2) the annuitant/owner's spouse/partner is named as the sole primary beneficiary in section 5 (although one or more contingent beneficiaries may also be named); (3) the sole primary beneficiary signs in section 14; and (4) the annuitant/owner and their spouse/partner beneficiary are both age 75 or younger on contract issue date.*

Spouse/Partner Beneficiary Death Benefit

Date of Birth _____
OF SPOUSE/PARTNER

Gender

Male Female

California and New Jersey: Partner means a legally sanctioned domestic partnership or civil union that grants the same rights, responsibilities and obligations as married couples in accordance with applicable state law. For more information regarding tax laws, please consult a tax advisor.

New Hampshire: The Federal Defense of Marriage Act states that civil union partners are not considered married under federal law. Therefore, the favorable tax treatment provided by federal tax law to a surviving spouse is NOT available to a surviving civil union partner. For information regarding federal tax laws, please consult a tax advisor.

All other states: Only a spouse, as defined by federal tax law, is eligible.

9. E-MAIL CONSENT

OPTIONAL. *This consent allows you to receive the prospectus and other regulatory documents electronically via e-mail. This reduces environmental waste and the volume of mail you receive.*

I DO want to receive my regulatory documents, including the prospectus, statement of additional information, annual and semi-annual reports, and proxy statements via e-mail, and I understand and agree:

a. This consent will be in effect until I revoke it;

b. While at certain times the Company may still choose to deliver paper copies, I can receive paper copies at any time by calling CUNA Mutual Insurance Society at 1.800.798.5500;

c. I may be charged by a third party vendor for the access to the Internet necessary to obtain the documents and/or download Adobe Reader software, but I will not be charged by CUNA Mutual Insurance Society; and

d. I must have access to computer equipment and software that can access a website and read documents formatted for Adobe Reader. Adobe Reader software can be downloaded for no charge at www.adobe.com.

You must provide a valid e-mail address to participate in electronic delivery of your regulatory documents. You will receive an e-mail confirmation of your consent. The consent process will be complete only when you reply to that e-mail as instructed.

Owner E-mail _____

PRINT E-MAIL ADDRESS

Co-owner E-mail (if different than Owner E-mail) _____

PRINT E-MAIL ADDRESS



11. SPECIAL INSTRUCTIONS

OPTIONAL. *Please print clearly.*

12. FRAUD WARNING

REQUIRED. *Refer to the warning for the owner's state of residence shown below.*

District of Columbia: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny benefits if false information materially related to a claim was provided by the applicant.

Florida: Any person who knowingly and with intent to injure, defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree.

Maryland: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

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

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Puerto Rico: Any person who knowingly includes false information in an application for insurance, or presents a fraudulent claim for payment of a loss or benefit, or files more than one claim for the same loss, commits a felony. If found guilty, such person is subject to fines (\$5,000 to \$10,000) or confinement in prison (2 to 5 years) or both for each violation.

Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

All other states: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents false information in an application for insurance, may be guilty of a crime and may be subject to fines and confinement in prison, depending on state law.

STATE VARIATIONS

13. STATE NOTICE

REQUIRED. *Refer to the notice for the owner's state of residence shown below.*

California: I understand that I will have 10 days to examine my contract after I receive it (30 days if I am age 60 or older, or if I am any age and this contract replaces an existing contract). I further understand that if I exercise my right to cancel during the 10-day period (or 30-day period, if applicable) that I will receive a refund of my purchase payments adjusted to reflect a gain or loss. I understand that my refund could be less than the amount paid for the contract if my purchase payment allocation is to a model or variable subaccount.

North Carolina: Suitability Acknowledgement – By signing this application I acknowledge that this annuity meets my financial objectives and anticipated needs.

Oregon: If this contract will replace, change or modify an existing policy or contract, I hereby confirm that my registered representative has reviewed all product features, fees and charges with me.

All states except Oregon If this contract will replace, change or modify an existing policy or contract, I hereby confirm my belief that replacing my existing contract is suitable, and I have considered product features, fees and charges.

STATE VARIATIONS



14. AGREEMENT

REQUIRED. Read and have all parties to the contract named in section 2 sign below.

- I represent that all my statements and answers given on this application are correct and true to the best of my knowledge and belief and are made as a basis for my application.
- I understand that no registered representative/agent/insurance producer is authorized to make, modify or discharge any annuity contract provision or waive any of the Company's rights or requirements.
- I understand that federal law requires all financial institutions to obtain the name, residential address, date of birth and government-issued taxpayer identification number, and any other information necessary to sufficiently verify the identity of each customer.
- If an owner is named in section 2c, I, as the annuitant, hereby consent to this coverage. I understand I have no rights of ownership to the contract, including no right to name a beneficiary.
- I agree that my purchase payments are to be allocated as indicated in section 10.
- I understand the following applies based on the plan option I selected in section 1.

VA III – Standard Plan: PLAN TYPES OTHER THAN 457 – Each purchase payment has an individual surrender charge schedule which begins when the purchase payment is credited to my contract and continues for 7 years. The amount of the surrender charge is determined separately for each purchase payment and is based on the purchase payment and not on the contract year. 457 PLAN TYPES – The surrender charge schedule begins on my contract issue date and continues for 7 years following my contract issue date.

VA III – Four-Year Plan: Each purchase payment has an individual surrender charge schedule which begins when the purchase payment is credited to my contract. The amount of the surrender charge is determined separately for each purchase payment and is based on the contract year it was credited and the number of years since it was credited. Beginning with my 5th contract year, there are no surrender charges.

VA III – Extra Credit Plan: Each purchase payment has an individual surrender charge schedule which begins when the purchase payment is credited to my contract and continues for 7 years. The amount of the surrender charge is determined separately for each purchase payment and is based on the purchase payment and not on the contract year.

- I ACKNOWLEDGE RECEIPT OF A CURRENT VARIABLE ANNUITY PROSPECTUS.

I request a Statement of Additional Information.

I UNDERSTAND THAT CONTRACT VALUES, WHEN BASED ON THE INVESTMENT EXPERIENCE OF A VARIABLE ACCOUNT, ARE VARIABLE AND NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT.

Signed at _____
CITY STATE

SIGNATURE OF ANNUITANT/OWNER (NAMED IN SECTION 2A) DATE

SIGNATURE OF ANNUITANT/OWNER'S SPOUSE/PARTNER (IF DEATH BENEFIT SELECTED IN SECTION 8B) DATE

SIGNATURE OF CO-ANNUITANT (NAMED IN SECTION 2B) DATE

WISCONSIN SPOUSAL CONSENT: SIGNATURE OF OWNER'S SPOUSE (IF BENEFICIARY OTHER THAN SPOUSE IS NAMED IN SECTION 5) DATE

SIGNATURE OF OWNER/TRUSTEE/AUTHORIZED OFFICER (NAMED IN SECTION 2C) DATE

TITLE OF AUTHORIZED OFFICER (IF CREDIT UNION IS NAMED IN SECTION 2C) DATE

SIGNATURE OF CO-OWNER (NAMED IN SECTION 2D) DATE

15. HOME OFFICE ONLY

For administrative purposes only. Not to be used for any change that requires the owner's agreement in writing.



16. REGISTERED REPRESENTATIVE SECTION

REQUIRED. To be completed by registered representative/agent/insurance producer.

See the Instruction Sheet provided with this application to determine if replacement forms are required in the owner's state of residence for any "yes" responses below.

- To the best of my knowledge:

Yes No Does the applicant have any existing life insurance or annuities with our Company or any other company?
If yes, a completed Important Notice: Replacement of Life Insurance or Annuities must accompany this application if required by the owner's state of residence.

Yes No Will this contract replace, discontinue or change any existing life insurance or annuities with our Company or any other company?
If yes, a completed Replacement Form must accompany this application if required by the owner's state of residence.

If yes, I confirm:

a. This replacement meets the standards for replacement sales identified in CUNA Mutual Insurance Society's Statement Regarding the Acceptability of Life and Annuity Replacement Sales.

b. The following sales materials were used: _____

If no sales materials were used, state "None."

- I select the following compensation option:
If no option is selected, then option 1 will apply.

Standard Plan

1 (T025)

2 (T050)

3 (T075)

4 (T000)

5 (T100)

Four-Year Plan

1 (T100)

2 (T075)

3 (T050)

4 (T000)

Extra Credit Plan

1 (T025)

2 (T050)

3 (T075)

5 (T100)

- If the applicant is an active duty member of the United States Armed Forces (including active duty military reserve personnel), I certify that this application was not solicited and/or signed on a military base or installation.
- If sales materials were used, I certify that I have used only CUNA Mutual Insurance Society's approved sales materials in connection with this sale and that copies of all sales materials used were left with the applicant.
- I have explained to the owner(s) how the annuity will meet their current financial needs and objectives. **[STATE VARIATIONS]**
- I certify that I have reviewed this application and have determined that its proposed purchase is suitable as required under law, based in part on information provided by the owner(s), as applicable, including age, income, net worth, tax status and any existing investments and insurance program. **[STATE VARIATIONS]**
- I certify that I have also considered the liquidity needs of the owner(s), along with risk tolerance and investment time horizon; I have followed my broker/dealer's suitability guidelines in both the recommendation of this annuity and the choice of investment options; and I acknowledge that this application is subject to review for suitability by my broker/dealer. **[STATE VARIATIONS]**
- I am FINRA-registered and state-licensed for variable annuity contracts in all required jurisdictions.
- I certify that I have truly and accurately recorded the information provided by the applicant.

I UNDERSTAND THAT WHEN I SIGN THIS APPLICATION, I AM AGREEING TO ALL THE TERMS AND CONDITIONS APPLICABLE TO ME AS A REGISTERED REPRESENTATIVE.

Signature _____ Date _____
SIGNATURE OF REGISTERED REPRESENTATIVE

Rep ID _____ Rep Name _____
5-DIGIT REP NUMBER PRINT FULL NAME

Agent License ID _____ Rep E-mail _____ Rep Phone _____
FLORIDA ONLY PRINT E-MAIL ADDRESS BEST NUMBER TO CALL

Credit Union ID _____ Credit Union Name _____
8-DIGIT CU NUMBER (IF APPLICABLE) PRINT NAME OF CREDIT UNION (IF APPLICABLE)

Broker/Dealer ID _____ Broker/Dealer Name _____
B/D NUMBER (IF OTHER THAN CBSI) PRINT NAME OF BROKER/DEALER

General Agent ID _____ General Agent Name _____
GA NUMBER (IF APPLICABLE) PRINT NAME OF GENERAL AGENT (IF APPLICABLE)

If your broker/dealer is CUNA Brokerage Services, Inc., submit forms to: **CUNA Brokerage Services, Inc.**
2000 Heritage Way
Waverly, IA 50677

For other broker/dealers, follow their process and use their forms for suitability submission.



10. PAYMENT ALLOCATIONS

REQUIRED. Complete a percent for each desired allocation. Use only whole percent (1%) increments. Columns must total 100%. Minimum is \$1,000 for fixed periods and DCA accounts. Minimum is 1% for all other subaccounts.

Not all allocations are available with living benefits; see first two columns. If a DCA account is selected, you must complete DCA transfer allocations. If no DCA transfer allocations are selected, transfers will be allocated to the Money Market Fund for contracts without living benefits. If you selected a living benefit in section 7, any future purchase payments will be automatically allocated directly to the DCA transfer allocations selected below, unless otherwise specified. Annual portfolio rebalancing is automatically included for all selections below that display 100%. The Company reserves the right to restrict purchase payments and transfers to fixed periods and DCA accounts.

AVAILABLE WITH		PURCHASE PAYMENT ALLOCATIONS		DCA TRANSFER ALLOCATIONS	
GMAB	GLWB				
		FIXED PERIODS <i>Available only in Connecticut.</i>			
		% 1-Year Fixed Period			
		DOLLAR COST AVERAGING ACCOUNTS <i>If a living benefit is selected in section 7, only one DCA account (for 100%) may be selected.</i>			
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	% DCA 6-Month			
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	% DCA 1-Year			
				6-MONTH	1-YEAR
		TARGET ALLOCATION FUNDS			
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	% Conservative Allocation Fund		%	% Conservative Allocation Fund
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> 100 %	Conservative/Moderate (67/33) Blend	<input type="checkbox"/> 100 %	<input type="checkbox"/> 100 % Conservative/Moderate (67/33) Blend
	<input checked="" type="checkbox"/>	% Moderate Allocation Fund		%	% Moderate Allocation Fund
		% Aggressive Allocation Fund		%	% Aggressive Allocation Fund
		MODEL PORTFOLIOS			
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> 100 %	I-Model Conservative (50/50)	<input type="checkbox"/> 100 %	<input type="checkbox"/> 100 % I-Model Conservative (50/50)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> 100 %	I-Model Conservative/Moderate (60/40)	<input type="checkbox"/> 100 %	<input type="checkbox"/> 100 % I-Model Conservative/Moderate (60/40)
	<input checked="" type="checkbox"/>	<input type="checkbox"/> 100 %	I-Model Moderate (70/30)	<input type="checkbox"/> 100 %	<input type="checkbox"/> 100 % I-Model Moderate (70/30)
		<input type="checkbox"/> 100 %	I-Model Moderate/Aggressive (80/20)	<input type="checkbox"/> 100 %	<input type="checkbox"/> 100 % I-Model Moderate/Aggressive (80/20)
		<input type="checkbox"/> 100 %	I-Model Aggressive (90/10)	<input type="checkbox"/> 100 %	<input type="checkbox"/> 100 % I-Model Aggressive (90/10)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> 100 %	R-Model Conservative (50/50)	<input type="checkbox"/> 100 %	<input type="checkbox"/> 100 % R-Model Conservative (50/50)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> 100 %	R-Model Conservative/Moderate (60/40)	<input type="checkbox"/> 100 %	<input type="checkbox"/> 100 % R-Model Conservative/Moderate (60/40)
	<input checked="" type="checkbox"/>	<input type="checkbox"/> 100 %	R-Model Moderate (70/30)	<input type="checkbox"/> 100 %	<input type="checkbox"/> 100 % R-Model Moderate (70/30)
		<input type="checkbox"/> 100 %	R-Model Moderate/Aggressive (80/20)	<input type="checkbox"/> 100 %	<input type="checkbox"/> 100 % R-Model Moderate/Aggressive (80/20)
		<input type="checkbox"/> 100 %	R-Model Aggressive (90/10)	<input type="checkbox"/> 100 %	<input type="checkbox"/> 100 % R-Model Aggressive (90/10)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> 100 %	C-Model Conservative (50/50)	<input type="checkbox"/> 100 %	<input type="checkbox"/> 100 % C-Model Conservative (50/50)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> 100 %	C-Model Conservative/Moderate (60/40)	<input type="checkbox"/> 100 %	<input type="checkbox"/> 100 % C-Model Conservative/Moderate (60/40)
	<input checked="" type="checkbox"/>	<input type="checkbox"/> 100 %	C-Model Moderate (70/30)	<input type="checkbox"/> 100 %	<input type="checkbox"/> 100 % C-Model Moderate (70/30)
		<input type="checkbox"/> 100 %	C-Model Moderate/Aggressive (80/20)	<input type="checkbox"/> 100 %	<input type="checkbox"/> 100 % C-Model Moderate/Aggressive (80/20)
		<input type="checkbox"/> 100 %	C-Model Aggressive (90/10)	<input type="checkbox"/> 100 %	<input type="checkbox"/> 100 % C-Model Aggressive (90/10)
		ULTRA SERIES FUNDS			
		% Money Market Fund		%	% Money Market Fund
		% Bond Fund		%	% Bond Fund
		% High Income Fund		%	% High Income Fund
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	% Diversified Income Fund		%	% Diversified Income Fund
		% Large Cap Value Fund		%	% Large Cap Value Fund
		% Large Cap Growth Fund		%	% Large Cap Growth Fund
		% Mid Cap Value Fund		%	% Mid Cap Value Fund
		% Mid Cap Growth Fund		%	% Mid Cap Growth Fund
		% Small Cap Value Fund		%	% Small Cap Value Fund
		% Small Cap Growth Fund		%	% Small Cap Growth Fund
		% Global Securities Fund		%	% Global Securities Fund
		% International Stock Fund		%	% International Stock Fund
		RETAIL FUNDS			
		% PIMCO VIT Total Return Fund		%	% PIMCO VIT Total Return Fund
		% PIMCO VIT Global Bond (Unhedged)		%	% PIMCO VIT Global Bond (Unhedged)
		% PIMCO VIT CommodityRealReturn™		%	% PIMCO VIT CommodityRealReturn™
		% Franklin High Income Securities Fund		%	% Franklin High Income Securities Fund
		% Franklin Income Securities Fund		%	% Franklin Income Securities Fund
		% Mutual Discovery Securities Fund		%	% Mutual Discovery Securities Fund
		% Oppenheimer Main Street Fund®/VA		%	% Oppenheimer Main Street Fund®/VA
		% Oppenheimer Main Street Small Cap Fund®/VA		%	% Oppenheimer Main Street Small Cap Fund®/VA
		% Oppenheimer International Growth Fund/VA		%	% Oppenheimer International Growth Fund/VA
		% Van Kampen LIT Growth and Income II		%	% Van Kampen LIT Growth and Income II
		% Van Kampen LIT Mid Cap Growth II		%	% Van Kampen LIT Mid Cap Growth II
		% AIM V.I. Global Real Estate Fund		%	% AIM V.I. Global Real Estate Fund
		100 %	TOTAL	100 %	100 % TOTAL



SERFF Tracking Number: CUNA-126014934 *State:* Arkansas
Filing Company: CUNA Mutual Insurance Society *State Tracking Number:* 41482
Company Tracking Number: 2009-INGLWB ET AL
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: MEMBERS Variable Annuity III
Project Name/Number: VAIH May 2009 Enhancements/

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: CUNA-126014934 State: Arkansas
Filing Company: CUNA Mutual Insurance Society State Tracking Number: 41482
Company Tracking Number: 2009-INGLWB ET AL
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: MEMBERS Variable Annuity III
Project Name/Number: VAIII May 2009 ENhancements/

Supporting Document Schedules

Review Status:

Satisfied -Name: Flesch Certification 01/30/2009

Comments:

Attachment:

AR_AR Certif of Compliance with Rule 19 & 49 3.pdf

Review Status:

Satisfied -Name: Application 01/30/2009

Comments:

There is a new application used with these benefits. It is being filed with this filing. See Forms Schedule for the application being submitted for review.

Review Status:

Satisfied -Name: Comparison Documents 02/09/2009

Comments:

The attached Comparison Documents have been created to show the Department the changes in the new forms of this filing to those forms being replaced as stated in the Filing Description.

Please note that only a comparison for rider forms 2009-INGLWB and 2009-ILGLWB is being provided. However, the same changes apply to rider forms 2009-INGLWB-MG and 2009-ILGLWB-MG, which contain an additional provision for a Minimum Guarantee Death Benefit. No changes to the Minimum Guarantee Death Benefit language was made in the new rider forms to those rider forms being replaced.

Also attached is a Comparison Document for Form 2009-PPC.

Due to the substantial design and formatting changes to application form VAAPP-2009 and insert Payment Allocations form VAAPP-2009-ALLOC to the application form it replaces, it would be difficult to provide a red-lined Comparison Document. Therefore, one is not being attached for the application form. As stated in the Filing Description, the new application no longer contains ACH Authorization, Future Purchase Payments, or Rebalancing Program Sections. State Notice and Fraud Warning Sections have been added and the Agent/Registered Representative Section expanded on.

Attachments:

2009-INGLWB _09 to 08_ COMPARISON.pdf

SERFF Tracking Number: CUNA-126014934 *State:* Arkansas
Filing Company: CUNA Mutual Insurance Society *State Tracking Number:* 41482
Company Tracking Number: 2009-INGLWB ET AL
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: MEMBERS Variable Annuity III
Project Name/Number: VAIH May 2009 Enhancements/
2009-ILGLWB _09 to 08_ COMPARISON.pdf
2009-PPC _09 to 07_ COMPARISON.pdf

SERFF Tracking Number: CUNA-126014934 State: Arkansas
Filing Company: CUNA Mutual Insurance Society State Tracking Number: 41482
Company Tracking Number: 2009-INGLWB ET AL
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: MEMBERS Variable Annuity III
Project Name/Number: VAIII May 2009 ENhancements/

Review Status:

Satisfied -Name: Statement of Variables for New Forms of this Filing 02/09/2009

Comments:

Attached.

Attachments:

STATEMENT OF VARIABLES GLWB.pdf
STATEMENT OF VARIABLES VAAPP-2009.pdf

Review Status:

Satisfied -Name: Revised Statement of Variables for GMAB Rider Forms 02/09/2009

Comments:

Attached.

As explained in the Filing Description, this revised statement of variables is being provided for previously-approved Guaranteed Minimum Accumulation Benefit Rider Forms 2008-GMAB-7 and 2008-GMAB-10.

Attachment:

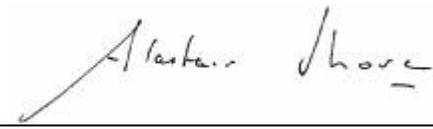
STATEMENT OF VARIABLES Update for GMAB.pdf

**Certificate of Compliance with
Arkansas Rule and Regulation 19 & 49**

Insurer: CUNA Mutual Insurance Society

Form Number(s): 2009-INGLWB, 2009-INGLWB-MG, 2009-ILGLWB, 2009-ILGLWB-MG, 2009-PPC, VAAPP-2009, VAAPP-2009-ALLOC

I hereby certify that to the best of my knowledge and belief, the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulations 19 and 49.



Signature of Company Officer

Alastair Shore

Name

Sr. Vice President – Chief Underwriter

Title

February 9, 2009

Date

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER

RIDER SECTION 1.

DEFINITIONS

1.1 What are the most commonly used terms and what do they mean?

benefit allocation model – one or more specific investment options or purchase payment allocation models that we will use to provide the guarantee described by this rider. The benefit allocation model selected is shown on the Rider Data Page.

current age – the annuitant's age (youngest annuitant if joint annuitants) as of his or her last birthday.

Comment [CMG1]: Added definition for "current age". This is not a change in wording, but a move of the language from Rider Section 5.3 of the form being replaced to the Definitions section as a defined term.

excess withdrawal – a withdrawal that either by itself or when added to all other withdrawals during a rider year, exceeds the **GALWA**. The amount that is in excess of the **GALWA** is considered the excess withdrawal amount. See Rider Section 7.1.

guaranteed annual lifetime withdrawal amount (GALWA) – the maximum amount you may withdraw each rider year while an annuitant is alive regardless of your contract value.

Comment [CMG2]: Added this acronym and will begin using "GALWA" throughout the rider form language instead of the entire written out term.

lifetime benefit basis (LBB) – the value used to determine the **GALWA**. It may increase annually while the simple interest benefit and/or step-up options are in effect as described in Rider Section 6.5. It will be reduced if an excess withdrawal occurs and the withdrawal(s) during a rider year are more than the **GALWA**. See Rider Section 7.2.

Comment [CMG3]: Added this acronym and will begin using "LBB" throughout the rider form language instead of the entire written out term.

lifetime withdrawal(s) – specified annual withdrawal(s) taken under the terms of this rider.

Comment [CMG4]: This is new language replacing the following language of the replaced rider form: "It may increase annually until withdrawals begin as described in Rider Section 6.4." This new language is more descriptive.

rider anniversary – the same day and month as the rider issue date for each year this rider remains in force.

rider issue date – the date shown on the Rider Data Page that is used to determine rider years and rider anniversaries.

Comment [CMG5]: New Term

rider year – any twelve-month period beginning on a rider issue date or a rider anniversary and ending one day before the next rider anniversary.

Comment [CMG6]: Adding this as a new term does not change the mechanics of the rider, but aids in readability. The rider form being replaced contains references to "withdrawals" and "guaranteed withdrawals". Having this as a new term makes wording consistent within the rider language and also across our GLWB forms (consistent with form 2009-ILGLWB which is also part of this filing).

simple interest benefit basis (SIBB) – a value calculated solely for purposes of this rider to determine your LBB on each rider anniversary that the simple interest benefit is in effect. See Rider Section 6.3 for a description of how the SIBB is determined.

Comment [CMG7]: New Term

RIDER SECTION 2.

GENERAL INFORMATION

2.1 What is our agreement with you?

Our agreement with you includes this rider as a part of the contract to which it is attached. The provisions of the contract apply to this rider unless they conflict with the rider. If there is a conflict, the rider provision will apply. Nothing in this rider is intended to override the Death of Annuitant and/or Owner provisions of the contract to which this rider is attached; and in all events this rider will be interpreted in a manner consistent with Section 72(s) of the Internal Revenue Code. The issue date for this rider is shown on the Rider Data Page.

Comment [CMG8]: Adding the new term "simple interest benefit basis (SIBB)" helps describe the simple interest benefit. throughout the new rider form.

We promise to provide the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met.

2.2 What are the eligibility requirements and the benefit provided by this rider?

To be eligible for this rider the annuitant (both annuitants if joint annuitants) must be no younger than 55 and no older than age 85 on the rider issue date. This rider is not available if the plan type for the policy to which this rider is attached is a Beneficiary IRA.

Once issued, this rider provides for a guaranteed lifetime withdrawal benefit as described in this rider.

2.3 Are there any investment restrictions?

In order to provide the guarantee described by this rider, we require use of an available benefit allocation model for your contract value and for allocation of your net purchase payments. A transfer of contract value or change in allocation to an investment option other than an available benefit allocation model is a violation of the investment restrictions.

Subject to **any notice**, approval or consent required by applicable law, we reserve the right to:

- a.) add benefit allocation models without prior notice;
- b.) remove or substitute benefit allocation models; and
- c.) substitute investment options within an available benefit allocation model.

Comment [CMG9]: Minor change. Added "any notice" in the new rider form, thus replacing the word "obtaining" from the rider form being replaced.

You will be notified in advance of any substitution, removal or change to a benefit allocation model that you selected.

2.4 What happens if the investment restrictions are violated?

If the investment restrictions are violated during the minimum charge period:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the **LBB** will be the **LBB** as of the valuation day immediately preceding the violation for the sole purpose of calculating the rider charge from the date of the violation to the date of termination; and
- c.) as of the date of the violation:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 5 will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a lifetime withdrawal under this rider;
 - 2.) the step-up option described in Rider Section 6.4 will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 6.2 will no longer be in effect.

If the investment restrictions are violated on any date following completion of the minimum charge period, this rider will automatically terminate as of the date the violation occurred.

2.5 What happens if you change ownership of your contract?

If you change ownership of the contract to which this rider is attached:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the LBB will be the LBB as of the valuation day immediately preceding the ownership change effective date, for the sole purpose of calculating the rider charge from the date ownership was changed to the date of termination; and
- c.) as of the ownership change effective date:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 5 will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a lifetime withdrawal under this rider;
 - 2.) the step-up option described in Rider Section 6.4 will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 6.2 will no longer be in effect.

If the ownership change effective date occurs on any date following completion of the minimum charge period, this rider will automatically terminate as of that date.

2.6 When will this rider terminate?

Elective termination of this rider prior to the end of the minimum charge period is not allowed. The minimum charge period is shown on the Rider Data Page.

This rider will automatically terminate on the earliest of:

- a.) the payout date;
- b.) the date due proof of death of the annuitant (last remaining annuitant, if joint annuitants) is received;
- c.) the date there is a change of annuitant for any reason; or
- d.) the date you surrender your contract.

This rider will also terminate if the investment restrictions are violated as described in Rider Section 2.4, or if you change ownership of the contract to which this rider is attached as described in Rider Section 2.5.

Comment [CMG10]: Added new Rider Section 2.5

Comment [CMG11]: Added new sentence that ties into newly-added Rider Section 2.5 above.

Comment [CMG12]: Removed words: "current annual".

Comment [CMG13]: Add word: "rate".

Comment [CMG14]: New language, replacing the following language from the rider form being replaced as follows:

""If you elect to step-up your lifetime benefit basis, the rider charge as of the date of the step-up will be equal to the amount we are currently charging for new issues of this rider. If we are no longer issuing this rider, then the rider charge will be set by the company. The rider charge will not exceed the maximum annual rider charge shown on the Rider Data Page. If the rider charge as of the date of the step-up is different than the current annual rider charge shown on the Rider Data Page, we will notify you at least 60 days in advance. We will also send you a new Rider Data Page showing the applicable rider charge."

Comment [CMG15]: Changed terminology in the new rider to be "initial rider charge rate" instead of "current annual rider charge", and stream-lined the language for change in the initial rider charge rate for the optional step-up provision.

RIDER SECTION 3.

RIDER CHARGES

3.1 Is there a charge for this rider?

There is an annual charge for this rider. The annual charge is determined by multiplying the rider charge rate by the average daily LBB for the prior contract year. The LBB as of each calendar day will be used to calculate the average daily LBB for the prior contract year.

The initial rider charge rate is shown on the Rider Data Page. We reserve the right to change the rider charge rate if you elect to step-up your LBB. The rider charge rate will not exceed the maximum rider charge rate shown on the Rider Data Page.

During the accumulation period, this charge will be deducted pro-rata from your contract value on each contract anniversary.

The rider charge will also be deducted upon:

- a.) full surrender of the contract;
- b.) termination of the rider after expiration of the minimum charge period;
- c.) payment of death proceeds; or
- d.) the start of payments under an income payout option, if not on a contract anniversary.

Any charge for a partial year will be in proportion to the number of days since the prior contract anniversary.

RIDER SECTION 4. PURCHASE PAYMENTS AND TRANSFERS

4.1 Can you change the allocation of net purchase payments?

You may change the allocation of subsequent net purchase payments to one of the other available benefit allocation models at any time, without charge by written request. Any change will be effective at the time we receive your written request. However, your contract value at the time of such request must also be transferred to the benefit allocation model selected.

Changing allocation to an investment option other than an available benefit allocation model during a benefit period is a violation of the investment restrictions. See Rider Section 2.4, for a description of the consequences of such violation.

4.2 How will additional purchase payments made to your contract affect the LBB?

Additional purchase payments that are made after the rider issue date will increase your contract value, but will not increase your LBB. Careful consideration should be given before making additional purchase payments that do not increase your LBB. Such payments may negatively impact the benefit provided by this rider.

4.3 Can contract value be transferred?

You may transfer your contract value to any benefit allocation model that we make available.

Transferring your contract value to an investment option other than an available benefit allocation model is a violation of the investment restrictions. See Rider Section 2.4 for a description of the consequences of such violation.

RIDER SECTION 5. GUARANTEED LIFETIME WITHDRAWAL BENEFIT

5.1 What is the guaranteed lifetime withdrawal benefit?

The guaranteed lifetime withdrawal benefit guarantees that you may take lifetime withdrawals under this rider regardless of your contract value.

Withdrawals under this rider are also partial withdrawals under the contract to which this rider is attached.

5.2 When can lifetime withdrawals be made?

You may begin making lifetime withdrawals under this rider at any time on or after the rider issue date. At least one annuitant must be living at the time of the withdrawal.

Comment [CMG16]: As previously explained in this comparison for Rider Section 1. , Definitions, the new term "lifetime withdrawals" has been added. The new rider form contains references to the new term. Again, this is a terminology change and does not affect the mechanics of the new rider form to the rider form being replaced.

5.3 What amount can be withdrawn under this rider as a lifetime withdrawal?

You can withdraw up to the GALWA each rider year on or after the rider issue date.

The GALWA is determined by multiplying the LBB at the time the lifetime withdrawal occurs by the annual withdrawal benefit percentage shown on the Rider Data Page. The percentage is based on the annuitant's current age at the time the first lifetime withdrawal occurs following the rider issue date.

If a step-up occurs after the first lifetime withdrawal, the percentage will be based on the annuitant's current age at the time of the step-up. This will result in an increase to the annual withdrawal benefit percentage.

If you withdraw more than the GALWA (an excess withdrawal), the LBB will be adjusted and the GALWA will be reduced. See Rider Section 7.2.

Comment [CMG17]: This language was added for clarity only and does not affect the mechanics of the new rider to the rider form being replaced.

Comment [CMG18]: Removed the sentence: "Current age means the annuitant's age (youngest annuitant if joint annuitant's) as of his or her last birthday." As previously stated in this comparison for Rider Section 1., Definitions, the meaning of "current age" has been removed from here and "Current Age" is now a defined rider term.

5.4 What happens if a lifetime withdrawal causes your contract value to be equal to or less than zero?

If a lifetime withdrawal under the terms of this rider causes your contract value to be equal to or less than zero:

- a.) the accumulation period under your contract will end and the payout period will automatically begin;
- b.) the remaining lifetime withdrawals under this rider will occur under an income payout option that we make available for that purpose; and
- c.) all other riders attached to your contract, if any, will terminate.

5.5 What happens if lifetime withdrawals continue past the anticipated payout date?

If lifetime withdrawals under the terms of this rider continue past the anticipated payout date:

- a.) we may not accept any additional purchase payments;
- b.) your income payout date will be extended; and
- c.) all other riders attached to your contract, if any, will terminate.

The anticipated payout date is the contract anniversary following the annuitant's (primary annuitant if joint annuitants) 85th birthday or 10 years from the contract issue date, if later.

RIDER SECTION 6.

LIFETIME BENEFIT BASIS

6.1 How is the LBB determined?

The LBB as of the rider issue date is shown on the Rider Data Page and is equal to:

- a.) your initial purchase payment if this rider is issued at the same time your contract is issued; or
- b.) your contract value as of the rider issue date if this rider is issued after your contract is issued; or
- c.) the benefit basis for the Guaranteed Minimum Accumulation Benefit rider being converted to this rider (or the contract value, if greater) as of this rider's issue date; or
- d.) the continuation amount if this rider is issued as a result of spousal continuation.

The LBB may increase on each rider anniversary that the simple interest benefit and/or the step-up option are in effect. See Rider Section 6.5.

If an excess withdrawal occurs, your LBB will be adjusted and the GALWA will be reduced. See Rider Section 7.2.

6.2 What is the simple interest benefit and when is it in effect?

The simple interest benefit is a benefit that may increase the LBB on each rider anniversary that it is in effect as described in Rider Section 6.5. For purposes of determining your LBB while the simple interest benefit is in effect, a value, referred to as the SIBB, is calculated on each rider anniversary, as described in Rider Section 6.3

The simple interest benefit is in effect on each of the first 10 rider anniversaries, provided no investment violations and no lifetime withdrawals have occurred since the rider issue date.

This benefit will remain in effect until the earliest of:

- a.) your first lifetime withdrawal following the rider issue date; or
- b.) your 10th rider anniversary; or
- c.) the date you violate the investment restrictions by electing to transfer your contract value or change your allocation to an investment option other than an available benefit allocation model.

While the simple interest benefit is in effect, it may increase your LBB (and therefore your lifetime withdrawals under this rider); however, it will not increase your contract value.

6.3 How is the SIBB determined?

The SIBB on your Rider Issue Date is equal to the LBB as of that date. On each rider anniversary that the simple interest benefit is in effect an annual credit is applied to increase the SIBB. The annual credit is equal to the SIBB Rate shown on the Rider Data Page multiplied by the LBB at the end of the first rider year.

See Rider Section 6.2 for a description of when the simple interest benefit is in effect.

6.4 What is the step-up option?

The step-up option, if elected, is a benefit that may increase the LBB on each rider anniversary that it is in effect as described in Rider Section 6.5.

Once elected, the step-option will remain in effect until the earliest of the following:

- a.) the rider anniversary on or following the annuitant's 85th birthday (the 85th birthday of the youngest annuitant, if joint annuitants);
- b.) the date you terminate the option by written request;
- c.) the date you violate the investment restrictions by electing to transfer your contract value or change your allocation to an investment option other than an available benefit allocation model; or
- d.) the date you change ownership of the contract to which this rider is attached.

You may not re-elect the step-up option once it has been terminated. Step-ups will only be allowed if we are issuing new Guaranteed Lifetime Withdrawal Benefit Riders on the date of the step-up. Your annual report will indicate if the step-up option is in effect during the report period.

If you did not elect the automatic step-up option at the time of application, you may do so at a later date by written request. Step-ups will then begin automatically on the rider anniversary following receipt of your written request and will continue on each rider anniversary that the option is in effect.

Comment [CMG19]: As previously stated in this comparison in Rider Section 1., Definitions, the "SIBB" term has been added to define this value.

Comment [CMG20]: Removed the following paragraph and Simple Interest Benefit Chart from the new rider form that was in the rider form being replaced as follows:

"Your lifetime benefit basis with simple interest is equal to a percentage of the lifetime benefit basis at the end of the first rider year (before any step-up increases) as follows:

Rider Anniversary	Lifetime Benefit Basis (LBB) w/5% Simple Interest
1 st	105% of LBB end of 1 st Rider Yr
2 nd	110% of LBB end of 1 st Rider Yr
3 rd	115% of LBB end of 1 st Rider Yr
4 th	120% of LBB end of 1 st Rider Yr
5 th	125% of LBB end of 1 st Rider Yr
6 th	130% of LBB end of 1 st Rider Yr
7 th	135% of LBB end of 1 st Rider Yr
8 th	140% of LBB end of 1 st Rider Yr
9 th	145% of LBB end of 1 st Rider Yr
10 th	150% of LBB end of 1 st Rider Yr

Comment [CMG21]: Added new Rider Section 6.3. The language in the new rider form now refers to the Rider Data Page for the simple interest benefit basis rate, which changed from a fixed rate of 5% in the rider form being replaced, to a current rate of 3% in the new rider form.

Comment [CMG22]: Item d.) is added to the new rider form to tie into the addition of Rider Section 2.5 of the new rider form.

6.5 How is the LBB determined when the simple interest option and/or the step-up option are in effect?

On each rider anniversary that the simple interest benefit and/or the step-up option are in effect, the LBB will be determined as follows:

a.) If both the simple interest benefit and the step-up option are in effect, the LBB for that rider anniversary will be compared to the following amounts:

- 1.) the SIBB as of that rider anniversary; and
- 2.) the current contract value as of that rider anniversary.

If 1.) and/or 2.) is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the greatest amount.

If both 1.) and 2.) are lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

b.) If the step-up option is in effect, but the simple interest benefit is not in effect, the LBB for that rider anniversary will be compared to the current contract value as of that rider anniversary.

If the contract value is greater than the LBB for that rider anniversary, the LBB will be increased (stepped-up) to be equal to the contract value.

If the contract value is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

c.) If the simple interest benefit is in effect, but the step-up option is not in effect, the LBB for that rider anniversary will be compared to SIBB as of that rider anniversary.

If the SIBB is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the SIBB.

If the SIBB is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

6.6 Will the simple interest benefit and/or the step-up option affect the annual charge for this rider?

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any increase to your LBB as a result of the simple interest benefit or step-up option will also increase the annual charge for this rider.

If the step-up option is in effect and you elect to step-up your LBB, the rider charge rate may differ from the initial rider charge rate shown on the Rider Data Page. Any change in the rider charge rate will also affect the annual charge for this rider. See Rider Section 3.1.

Comment [CMG23]: This revised language in the new rider form replaces the language in the rider form being replaced as follows:

“The rider charge on each rider anniversary that the step-up option is in effect may also differ from the current annual rider charge shown on the Rider Data Page. Any change in the current annual rider charge will also affect the annual charge for this rider. See Rider Section 3.1.

RIDER SECTION 7.

EXCESS WITHDRAWALS

7.1 When does an excess withdrawal occur?

An excess withdrawal occurs if:

- a.) the amount withdrawn during a rider year exceeds the GALWA;
or
- b.) the amount withdrawn, when added to prior withdrawals during a rider year, exceeds the GALWA.

The amount withdrawn during a rider year that is in excess of the GALWA is referred to as the "excess withdrawal amount".

7.2 What happens if an excess withdrawal occurs?

If an excess withdrawal occurs, the LBB will be reset to equal the previous LBB reduced by the greater of:

- a.) the excess withdrawal amount; or
- b.) a proportional adjustment amount that is equal to (1) divided by (2), with the result multiplied by (3), where:

(1) = the excess withdrawal amount.

(2) = the contract value prior to the withdrawal minus the remaining GALWA, if any, at the time of withdrawal. The remaining GALWA is the amount available for withdrawal without exceeding the GALWA.

(3) = the LBB prior to the withdrawal.

The GALWA will then be recalculated and reduced, based on the newly reset LBB.

We reserve the right to waive the excess withdrawal treatment described above if the withdrawals are scheduled withdrawals intended to meet IRS required minimum distribution rules. The current prospectus will disclose if such waiver is in effect and any detailed requirements for such waiver.

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any decrease to your LBB will also decrease the annual charge for this rider.

Comment [CMG24]: Changes in the excess withdrawal language were made in the new rider form to adjust for an excess withdrawal on a proportional basis (instead of the lesser of the proportional adjustment or the contract value).

This change was made to simplify the calculation.

Comment [CMG25]: This revised language in the new rider form replaces the language in the rider form being replaced as follows:

"If an excess withdrawal occurs, the lifetime benefit basis will be reset to equal the lesser of:
a.) the contract value immediately following the withdrawal; or
b.) the previous lifetime benefit basis reduced dollar for dollar by:
1.) the total of all withdrawals to date during the current rider year, if the withdrawal is the first excess withdrawal to occur during the rider year; otherwise
2.) the amount of the withdrawal.

CUNA Mutual Insurance Society



President

GUARANTEED LIFETIME WITHDRAWAL BENEFIT

ANNUITANT
[John Doe]

ANNUITANT(S) ISSUE AGE(S)
[35]

CO-ANNUITANT
[Jane Doe]

CO-ANNUITANT'S ISSUE AGE
[35]

OWNER(S)
[John Doe]

RIDER ISSUE DATE
[October 31, 2009]

Lifetime Benefit Basis (LBB): [\$100,000]

Simple Interest Benefit Basis Rate (SIBB Rate): [3.0%]

Initial Rider Charge Rate: [0.85%]

Minimum Charge Period: [October 31, 2009 – October 31, 2016]

Maximum Rider Charge Rate: 1.75%

Annual Withdrawal Benefit Percentage:

Comment [CMG26]: Added to the new rider form to tie into the changes previously explained in this comparison to Rider Sections 1 and 6.

Comment [CMG27]: Changed the terminology as stated previously in this comparison in Rider Section 3. The charge of the new rider benefit is .85%, increased from .70% in the rider form being replaced.

Comment [CMG28]: Revised terminology to be "Maximum Rider Charge Rate" in the new rider form, from the term "Maximum Annual Rider Charge" of the rider form being replaced. This change was to tie into the terminology change in "Initial Rider Charge Rate"

Comment [CMG29]: The new rider form sets a percentage for each age, rather than for a banded age group as was the case in the rider form being replaced. This allows for an increased percentage rate at each age which is an enhancement in the new rider form benefit design.

Age at First Withdrawal or Step-Up

Current Age	Percentage
55	4.2%
56	4.4%
57	4.6%
58	4.8%
58	5.1%
60	5.2%
61	5.3%
62	5.4%
63	5.5%
64	5.6%
65	5.7%
66	5.8%
67	5.9%
68	6.0%
69	6.1%
70	6.2%
71	6.3%
72	6.4%
73	6.5%
74	6.6%
75	6.7%
76	6.8%
77	6.9%
78	7.0%
79	7.1%
80	7.2%
81	7.3%
82	7.4%
83	7.5%
84	7.6%
85	7.7%

Joint Annuitants
Age of Youngest Annuitant at First Withdrawal or Step-Up

Current Age	Percentage
55-58	3.2%
56	3.4%
57	3.6%
58	3.8%
58	4.1%
60	4.2%
61	4.3%
62	4.4%
63	4.5%
64	4.6%
65	4.7%
66	4.8%
67	4.9%
68	5.0%
69	5.1%
70	5.2%
71	5.3%
72	5.4%
73	5.5%
74	5.6%
75	5.7%
76	5.8%
77	5.9%
78	6.0%
79	6.1%
80+	6.2%
81	6.3%
82	6.4%
83	6.5%
84	6.6%
85	6.7%

If only one annuitant is living at the time of your first withdrawal, the percentages shown above will be increased by [1%].

Benefit Allocation Model:

- 100% Conservative Allocation
- 100% Moderate Allocation
- 100% Diversified Income

Conservative Moderate Blend

- 66% Conservative Allocation
- 34% Moderate Allocation

Conservative I Model

- 40% Bond
- 10% High Income
- 18% Large Cap Value
- 12% Large Cap Growth
- 5% Mid Cap Value
- 3% Mid Cap Growth
- 3% Small Cap Value
- 3% Global Securities
- 6% International Stock

Conservative R Model

- 5% Franklin Income Securities IV
- 10% PIMCO VIT Global Bond Unhedged
- 10% Franklin High Income IV
- 25% PIMCO VIT Total Return
- 13% Oppenheimer Main Street/VA Svc
- 16% Van Kampen LIT Growth & Income
- 4% Van Kampen LIT Mid Cap Growth
- 3% Oppenheimer Main St Small Cap/VA Svc
- 3% Mutual discovery Securities IV
- 6% Oppenheimer International Growth
- 2% AIM VI Global Real Estate
- 3% PIMCO VIT CommodityRealReturn

Conservative C Model

- 25% Ultra Bond
- 10% Franklin High Income IV
- 10% PIMCO VIT Global Bond Unhedged
- 5% PIMCO VIT Total Return
- 16% Van Kampen LIT Growth & Large Cap Growth
- 10% Large Cap Growth
- 6% Mid Cap Value
- 2% Mid Cap Growth
- 2% Oppenheimer Main St Small International Stock
- 7% International Stock
- 2% Oppenheimer International
- 2% AIM VI Global Real Estate
- 3% PIMCO VIT

Conservative/Moderate I Model

- 32% Bond
- 8% High Income
- 17% Large Cap Value
- 14% Large Cap Growth
- 7% Mid Cap Value
- 5% Mid Cap Growth
- 4% Small Cap Value
- 4% Global Securities
- 9% International Stock

Conservative/Moderate R Model

- 5% Franklin Income Securities IV
- 8% PIMCO VIT Global Bond Unhedged
- 8% Franklin High Income IV
- 19% PIMCO VIT Total Return
- 15% Oppenheimer Main Street/VA Svc
- 15% Van Kampen LIT Growth & Income
- 6% Van Kampen LIT Mid Cap Growth
- 5% Oppenheimer Main St Small Cap/VA Svc
- 4% Mutual discovery Securities IV
- 9% Oppenheimer International Growth
- 2% AIM VI Global Real Estate
- 4% PIMCO VIT CommodityRealReturn

Conservative/Moderate C Model

- 20% Ultra Bond
- 8% Franklin High Income IV
- 8% PIMCO VIT Global Bond Unhedged
- 4% PIMCO VIT Total Return
- 16% Van Kampen LIT Growth & Income
- 12% Large Cap Growth
- 7% Mid Cap Value
- 3% Mid Cap Growth
- 3% Oppenheimer Main St Small International Stock
- 8% International Stock
- 5% Oppenheimer International Growth
- 2% AIM VI Global Real Estate
- 4% PIMCO VIT CommodityRealReturn

Moderate I Model

- 24% Bond
- 6% High Income
- 16% Large Cap Value
- 16% Large Cap Growth
- 8% Mid Cap Value
- 7% Mid Cap Growth
- 5% Small Cap Value
- 7% Global Securities
- 11% International Stock

Moderate R Model

- 5% Franklin Income Securities IV
- 6% PIMCO VIT Global Bond Unhedged
- 6% Franklin High Income IV
- 13% PIMCO VIT Total Return
- 17% Oppenheimer Main Street/VA Svc
- 14% Van Kampen LIT Growth & Income
- 8% Van Kampen LIT Mid Cap Growth
- 6% Oppenheimer Main St Small Cap/VA Svc
- 7% Mutual discovery Securities IV
- 11% Oppenheimer International Growth
- 3% AIM VI Global Real Estate
- 4% PIMCO VIT CommodityRealReturn

Moderate C Model

- 15% Ultra Bond
- 6% Franklin High Income IV
- 6% PIMCO VIT Global Bond Unhedged
- 3% PIMCO VIT Total Return
- 16% Van Kampen LIT Growth & Income
- 14% Large Cap Growth
- 7% Mid Cap Value
- 4% Mid Cap Growth
- 4% Oppenheimer Main St Small International Stock
- 10% International Stock
- 8% Oppenheimer International Growth
- 3% AIM VI Global Real Estate
- 4% PIMCO VIT CommodityRealReturn

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER

RIDER SECTION 1.

DEFINITIONS

1.1 What are the most commonly used terms and what do they mean?

benefit allocation model – one or more specific investment options or purchase payment allocation models that we will use to provide the guarantee described by this rider. The benefit allocation model selected is shown on the Rider Data Page.

current age – the annuitant's age (youngest annuitant if joint annuitants) as of his or her last birthday.

Comment [CMG1]: Added definition for "current age". This is not a change in wording, but a move of the language from Rider Section 5.3 of the form being replaced to the Definitions section as a defined term.

excess withdrawal – a withdrawal that either by itself or when added to all other withdrawals during a rider year, exceeds the **GALWA**. The amount that is in excess of the **GALWA** is considered the excess withdrawal amount. See Rider Section 7.1.

guaranteed annual lifetime withdrawal amount (GALWA) – the maximum amount you may withdraw each rider year while an annuitant is alive regardless of your contract value.

Comment [CMG2]: Added this acronym and will begin using "GALWA" throughout the rider form language instead of the entire written out term.

lifetime benefit basis (LBB) – the value used to determine the **GALWA**. It may increase annually while the simple interest benefit and/or step-up options are in effect as described in Rider Section 6.5. It will be reduced if an excess withdrawal occurs as described in Rider Section 7.2.

Comment [CMG3]: Added this acronym and will begin using "LBB" throughout the rider form language instead of the entire written out term.

lifetime withdrawal(s) – any withdrawal(s) taken under the terms of this rider that is/are not a non-lifetime withdrawal.

Comment [CMG4]: This is new language replacing the following language of the replaced rider form: "It may increase annually until withdrawals begin as described in Rider Section 6.4." The new language is more descriptive.

non-lifetime withdrawal – a withdrawal is a non-lifetime withdrawal only if it is the first withdrawal under this rider, there are no additional withdrawals in the same rider year, and no withdrawals in the rider year immediately following the first withdrawal.

Comment [CMG5]: New Term

rider anniversary – the same day and month as the rider issue date for each year this rider remains in force.

Comment [CMG6]: New Term

rider issue date – the date shown on the Rider Data Page that is used to determine rider years and rider anniversaries.

rider year – any twelve-month period beginning on a rider issue date or a rider anniversary and ending one day before the next rider anniversary.

Comment [CMG7]: Adding the new terms of "lifetime withdrawal(s)" and "non-lifetime withdrawal" is necessary to describe the enhancement in the benefit provided by the new rider form of allowing for a one-time withdrawal before regular lifetime withdrawals begin under the rider. Language throughout the new rider form has been updated accordingly to reference withdrawals as either lifetime withdrawals or a non-lifetime withdrawal.

simple interest benefit basis (SIBB) – a value calculated solely for purposes of this rider to determine your LBB on each rider anniversary that the simple interest benefit is in effect. See Rider Section 6.3 for a description of how the SIBB is determined.

Comment [CMG8]: New Term

step-up anniversary – the same day and month as the step-up date, for each year following a step-up in the **LBB**.

Comment [CMG9]: Adding the new term "simple interest benefit basis (SIBB)" helps describe the simple interest benefit. throughout the new rider form.

step-up date – the date that a step-up in the **LBB** occurs, as described in Rider Section 6.4.

RIDER SECTION 2.

GENERAL INFORMATION

2.1 What is our agreement with you?

Our agreement with you includes this rider as a part of the contract to which it is attached. The provisions of the contract apply to this rider unless they conflict with the rider. If there is a conflict, the rider provision will apply. Nothing in this rider is intended to override the Death of Annuitant and/or Owner provisions of the contract to which this rider is attached; and in all events this rider will be interpreted in a manner consistent with Section 72(s) of the Internal Revenue Code. The issue date for this rider is shown on the Rider Data Page.

We promise to provide the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met.

2.2 What are the eligibility requirements and the benefit provided by this rider?

To be eligible for this rider the annuitant (both annuitants if joint annuitants) must be no younger than 55 and no older than age 85 on the rider issue date. This rider is not available if the plan type for the policy to which this rider is attached is a Beneficiary IRA.

Once issued, this rider provides for a guaranteed lifetime withdrawal benefit as described in this rider.

2.3 Are there any investment restrictions?

In order to provide the guarantee described by this rider, we require use of an available benefit allocation model for your contract value and for allocation of your net purchase payments. A transfer of contract value or change in allocation to an investment option other than an available benefit allocation model is a violation of the investment restrictions.

Subject to **any notice**, approval or consent required by applicable law, we reserve the right to:

- a.) add benefit allocation models without prior notice;
- b.) remove or substitute benefit allocation models; and
- c.) substitute investment options within an available benefit allocation model.

You will be notified in advance of any substitution, removal or change to a benefit allocation model that you selected.

2.4 What happens if the investment restrictions are violated?

If the investment restrictions are violated during the minimum charge period:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the **LBB** will be the **LBB** as of the valuation day immediately preceding the violation for the sole purpose of calculating the rider charge from the date of the violation to the date of termination; and
- c.) as of the date of the violation:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 5 will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a **non-lifetime withdrawal or lifetime** withdrawal under this rider;
 - 2.) the step-up option described in Rider Section 6.4 will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 6.2 will no longer be in effect.

Comment [CMG10]: Minor change. Added "any notice" in the new rider form, thus replacing the word "obtaining" from the rider form being replaced.

Comment [CMG11]: Added. Consistent with language provided by new terms added to Rider Section 1, Definitions.

If the investment restrictions are violated on any date following completion of the minimum charge period, this rider will automatically terminate as of the date the violation occurred.

2.5 What happens if you change ownership of your contract?

If you change ownership of the contract to which this rider is attached:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the LBB will be the LBB as of the valuation day immediately preceding the ownership change effective date, for the sole purpose of calculating the rider charge from the date ownership was changed to the date of termination; and
- c.) as of the ownership change effective date:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 5 will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a non-lifetime withdrawal or lifetime withdrawal under this rider;
 - 2.) the step-up option described in Rider Section 6.4 will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 6.2 will no longer be in effect.

If the ownership change effective date occurs on any date following completion of the minimum charge period, this rider will automatically terminate as of that date.

2.6 When will this rider terminate?

Elective termination of this rider prior to the end of the minimum charge period is not allowed. The minimum charge period is shown on the Rider Data Page.

This rider will automatically terminate on the earliest of:

- a.) the payout date;
- b.) the date due proof of death of the annuitant (last remaining annuitant, if joint annuitants) is received;
- c.) the date there is a change of annuitant for any reason; or
- d.) the date you surrender your contract.

This rider will also terminate if the investment restrictions are violated as described in Rider Section 2.4, or if you change ownership of the contract to which this rider is attached as described in Rider Section 2.5.

Comment [CMG12]: Added new Rider Section 2.5

Comment [CMG13]: Added new sentence that ties into newly-added Rider Section 2.5 above.

Comment [CMG14]: Removed words: "current annual".

Comment [CMG15]: Add word: "rate".

Comment [CMG16]: New language, replacing the following language from the rider form being replaced as follows:

"If you elect to step-up your lifetime benefit basis, the rider charge as of the date of the step-up will be equal to the amount we are currently charging for new issues of this rider. If we are no longer issuing this rider, then the rider charge will be set by the company. The rider charge will not exceed the maximum annual rider charge shown on the Rider Data Page. If the rider charge as of the date of the step-up is different than the current annual rider charge shown on the Rider Data Page, we will notify you at least 60 days in advance. We will also send you a new Rider Data Page showing the applicable rider charge."

Comment [CMG17]: Changed terminology in the new rider to be "initial rider charge rate" instead of "current annual rider charge", and stream-lined the language for change in the initial rider charge rate for the optional step-up provision.

RIDER SECTION 3.

RIDER CHARGES

3.1 Is there a charge for this rider?

There is an annual charge for this rider. The annual charge is determined by multiplying the initial rider charge rate by the average daily LBB for the prior contract year. The LBB as of each calendar day will be used to calculate the average daily LBB for the prior contract year.

The initial rider charge rate is shown on the Rider Data Page. We reserve the right to change the rider charge rate if you elect to step-up your LBB. The rider charge rate will not exceed the maximum rider charge rate shown on the Rider Data Page.

During the accumulation period, this charge will be deducted pro-rata from your contract value on each contract anniversary.

The rider charge will also be deducted upon:

- a.) full surrender of the contract;
- b.) termination of the rider after expiration of the minimum charge period;
- c.) payment of death proceeds; or
- d.) the start of payments under an income payout option, if not on a contract anniversary.

Any charge for a partial year will be in proportion to the number of days since the prior contract anniversary.

RIDER SECTION 4. PURCHASE PAYMENTS AND TRANSFERS

4.1 Can you change the allocation of net purchase payments?

You may change the allocation of subsequent net purchase payments to one of the other available benefit allocation models at any time, without charge by written request. Any change will be effective at the time we receive your written request. However, your contract value at the time of such request must also be transferred to the benefit allocation model selected.

Changing allocation to an investment option other than an available benefit allocation model during a benefit period is a violation of the investment restrictions. See Rider Section 2.4, for a description of the consequences of such violation.

4.2 How will additional purchase payments made to your contract affect the LBB?

Additional purchase payments that are made after the rider issue date will increase your contract value, but will not increase your LBB. Careful consideration should be given before making additional purchase payments that do not increase your LBB. Such payments may negatively impact the benefit provided by this rider.

4.3 Can contract value be transferred?

You may transfer your contract value to any benefit allocation model that we make available.

Transferring your contract value to an investment option other than an available benefit allocation model is a violation of the investment restrictions. See Rider Section 2.4 for a description of the consequences of such violation.

RIDER SECTION 5. GUARANTEED LIFETIME WITHDRAWAL BENEFIT

5.1 What is the guaranteed lifetime withdrawal benefit?

The guaranteed lifetime withdrawal benefit guarantees that you may take lifetime withdrawals under this rider regardless of your contract value. You may take one non-lifetime withdrawal prior to taking your first lifetime withdrawal.

Withdrawals under this rider are also partial withdrawals under the contract to which this rider is attached.

5.2 When can a non-lifetime withdrawal be made?

You may take one non-lifetime withdrawal at any time on or after the rider issue date and prior to making a lifetime withdrawal. At least one annuitant must be living at the time of the withdrawal.

Comment [CMG18]: Added this sentence. As previously stated in this comparison for Rider Section 1, Definitions, this is an enhancement in the new rider form. Section 5 has been revised in the new rider form accordingly as shown to provide language that accommodates a non-lifetime withdrawal and how that differs from lifetime withdrawal(s) provided for under the rider.

Comment [CMG19]: Added New Section.

5.3 What amount can be withdrawn as a non-lifetime withdrawal and what is the effect of the withdrawal?

You may withdraw any amount as a non-lifetime withdrawal. The effect of a lifetime withdrawal, regardless of the amount of the withdrawal, is that there will be no annual credit to the SIBB on the rider anniversary following the withdrawal. See Rider Section 6.3. In addition, if you withdraw more than the GALWA (an excess withdrawal) the following will occur:

- a.) the annual credit to the SIBB, when it resumes, will be reduced, as described in Rider Section 6.3;
- b.) the LBB will be adjusted and the GALWA will be reduced as described in Rider Section 7.2; and
- c.) if the withdrawal would cause the contract's surrender value to be less than \$2,000, we will treat your withdrawal request as a full surrender, and this rider will terminate.

The GALWA at the time of withdrawal is determined by multiplying the LBB at the time the non-lifetime withdrawal occurs by the annual withdrawal benefit percentage shown on the Rider Data Page. The percentage will be based on the annuitant's current age at the time the non-lifetime withdrawal occurs.

Comment [CMG20]: New Rider Section 5.3.

5.4 When can lifetime withdrawals be made?

You may begin making lifetime withdrawals under this rider at any time on or after the rider issue date. At least one annuitant must be living at the time of the withdrawal.

Comment [CMG21]: Added this sentence to the new rider form to ensure this understanding. It does not change the mechanics of the rider.

5.5 What amount can be withdrawn under this rider as a lifetime withdrawal?

You can withdraw up to the GALWA each rider year on or after the rider issue date.

The GALWA is determined by multiplying the LBB at the time the lifetime withdrawal occurs by the annual withdrawal benefit percentage shown on the Rider Data Page. The percentage is based on the annuitant's current age at the time the first lifetime withdrawal occurs following the rider issue date. The annual withdrawal benefit percentage will not change after your first lifetime withdrawal.

If you withdraw more than the GALWA (an excess withdrawal), the LBB will be adjusted and the GALWA will be reduced. See Rider Section 7.2.

Comment [CMG22]: Removed the sentence: "Current age means the annuitant's age (youngest annuitant if joint annuitant's) as of his or her last birthday." As previously stated in this comparison for Rider Section 1., Definitions, the meaning of "current age" has been removed from here and "Current Age" is now a defined rider term.

5.6 What happens if a lifetime withdrawal causes your contract value to be equal to or less than zero?

If a lifetime withdrawal under the terms of this rider causes your contract value to be equal to or less than zero:

- a.) the accumulation period under your contract will end and the payout period will automatically begin;
- b.) the remaining guaranteed withdrawals under this rider will occur under an income payout option that we make available for that purpose; and
- c.) all other riders attached to your contract, if any, will terminate.

5.7 What happens if lifetime withdrawals continue past the anticipated payout date?

If lifetime withdrawals under the terms of this rider continue past the anticipated payout date:

- a.) we may not accept any additional purchase payments;
- b.) your income payout date will be extended; and
- c.) all other riders attached to your contract, if any, will terminate.

The anticipated payout date is the contract anniversary following the annuitant's (primary annuitant if joint annuitants) 85th birthday or 10 years from the contract issue date, if later.

6.1 How is the LBB determined?

The LBB as of the rider issue date is shown on the Rider Data Page and is equal to:

- a.) your initial purchase payment if this rider is issued at the same time your contract is issued; or
- b.) your contract value as of the rider issue date if this rider is issued after your contract is issued; or
- c.) the benefit basis for the Guaranteed Minimum Accumulation Benefit rider being converted to this rider (or the contract value, if greater) as of this rider's issue date; or
- d.) the continuation amount if this rider is issued as a result of spousal continuation.

The LBB may increase on each rider anniversary that the simple interest benefit and/or the step-up option are in effect. See Rider Section 6.5.

If an excess withdrawal occurs, your LBB will be adjusted and the GALWA will be reduced. See Rider Section 7.2.

6.2 What is the simple interest benefit and when is it in effect?

The simple interest benefit is a benefit that may increase the LBB on each rider anniversary that it is in effect, as described in Rider Section 6.5. For purposes of determining your LBB while the simple interest benefit is in effect, a value, referred to as the SIBB, is calculated on each rider anniversary, as described in Rider Section 6.3.

The simple interest benefit is in effect on each of the first 10 rider anniversaries, provided no investment violations and no lifetime withdrawals have occurred since the rider issue date.

If a step-up occurs while the benefit is in effect, the benefit will remain in effect for each of the 10 rider anniversaries following the step-up, provided no investment violations and no lifetime withdrawals have occurred since the rider issue date. However, in no event will this benefit remain in effect after the 20th rider anniversary.

For example, if a step-up occurs on your 5th, 8th and 14th rider anniversaries, this benefit will remain in effect until your 20th rider anniversary. If a step-up occurs on your 5th and 8th rider anniversaries, and there are no step-up's on rider anniversaries 9 through 18, the benefit will remain in effect until your 18th rider anniversary. These examples assume that no investment violations and no lifetime withdrawals have occurred since the rider issue date.

This benefit will remain in effect until the earliest of:

- a.) your first lifetime withdrawal following the rider issue date; or
- b.) your 10th rider anniversary, if no step-ups have occurred as of that date; or
- c.) the 10th step-up anniversary of the last step-up that occurs while this benefit is in effect; or
- d.) the 20th rider anniversary; or
- e.) the date you violate the investment restrictions by electing to transfer your contract value or change your allocation to an investment option other than an available benefit allocation model.

Comment [CMG23]: As previously stated in this comparison in Rider Section 1., Definitions, the "SIBB" term has been added to define this value.

Comment [CMG24]: Removed the following paragraph and Simple Interest Benefit Chart from the new rider form that was in the rider form being replaced as follows:

"Your lifetime benefit basis with simple interest is equal to a percentage of the lifetime benefit basis at the end of the first rider year (before any step-up increases) as follows:

Rider Lifetime Benefit Basis (LBB)
Anniversary with Simple In ... [1]

While the simple interest benefit is in effect, it may increase your LBB (and therefore your lifetime withdrawals under this rider); however, it will not increase your contract value.

6.3 How is the SIBB determined?

The SIBB on your Rider Issue Date is equal to the LBB as of that date. On each rider anniversary that the simple interest benefit is in effect an annual credit may be applied to increase the SIBB. The annual credit, if any, for each rider anniversary that the simple interest benefit is in effect will be determined as follows:

- a.) if no withdrawals have occurred since the rider issue date the annual credit for that rider anniversary will be equal to the SIBB Rate multiplied by the LBB at the end of the first rider year;
- b.) if a non-lifetime withdrawal occurred during a rider year:
 - 1.) there will be no annual credit for the rider anniversary immediately following the non-lifetime withdrawal;
 - 2.) the annual credit will resume on the next rider anniversary; and
 - 3.) the amount of the annual credit, when it resumes, will be equal to the SIBB Rate multiplied by the LBB at the end of the first rider year unless the withdrawal was an excess withdrawal. If the withdrawal was an excess withdrawal, the amount of the annual credit will be reduced and will be equal to the SIBB Rate multiplied by the reset LBB, as described in Rider Section 7.2.

The SIBB Rate is shown on the Rider Data Page. See Rider Section 6.2 for a description of when the simple interest benefit is in effect.

6.4 What is the step-up option?

The step-up option, if elected, is a benefit that may increase the LBB on each rider anniversary that it is in effect as described in Rider Section 6.5.

Once elected, the step-option will remain in effect until the earliest of the following:

- a.) the rider anniversary on or following the annuitant's 85th birthday (the 85th birthday of the youngest annuitant, if joint annuitants);
- b.) the date you terminate the option by written request;
- c.) the date you violate the investment restrictions by electing to transfer your contract value or change your allocation to an investment option other than an available benefit allocation model; or
- d.) the date you change ownership of the contract to which this rider is attached.

You may not re-elect the step-up option once it has been terminated. Step-ups will only be allowed if we are issuing new Guaranteed Lifetime Withdrawal Benefit Riders on the step-up date. Your annual report will indicate if the step-up option is in effect during the report period.

If you did not elect the automatic step-up option at the time of application, you may do so at a later date by written request. Step-ups will then begin automatically on the rider anniversary following receipt of your written request and will continue on each rider anniversary that the option is in effect.

Comment [CMG25]: Added new Rider Section 6.3. The language in the new rider form now refers to the Rider Data Page for the simple interest benefit basis rate, which changed from a fixed rate of 10% in the rider form being replaced, to a current rate of 8% in the new rider form.

Comment [CMG26]: Item d.) is added to the new rider form to tie into the addition of Rider Section 2.5 of the new rider form.

6.5 How is the LBB determined when the simple interest option and/or the step-up option are in effect?

On each rider anniversary that the simple interest benefit and/or the step-up option are in effect, the LBB will be determined as follows:

a.) If both the simple interest benefit and the step-up option are in effect, the LBB for that rider anniversary will be compared to the following amounts:

- 1.) the SIBB as of that rider anniversary; and
- 2.) the current contract value as of that rider anniversary.

If 1.) and/or 2.) is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the greatest amount.

If both 1.) and 2.) are lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

b.) If the step-up option is in effect, but the simple interest benefit is not in effect, the LBB for that rider anniversary will be compared to the current contract value as of that rider anniversary.

If the contract value is greater than the LBB for that rider anniversary, the LBB will be increased (stepped-up) to be equal to the contract value.

If the contract value is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

c.) If the simple interest benefit is in effect, but the step-up option is not in effect, the LBB for that rider anniversary will be compared to the SIBB as of that rider anniversary.

If the SIBB is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the SIBB.

If the SIBB is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

6.6 Will the simple interest benefit and/or the step-up option affect the annual charge for this rider?

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any increase to your LBB as a result of the simple interest benefit or step-up option will also increase the annual charge for this rider.

If the step-up option is in effect and you elect to step-up your LBB, the rider charge rate may differ from the initial rider charge rate shown on the Rider Data Page. Any change in the rider charge rate will affect the annual charge for this rider. See Rider Section 3.1.

Comment [CMG27]: This revised language in the new rider form replaces the language in the rider form being replaced as follows:

"The rider charge on each rider anniversary that the step-up option is in effect may also differ from the current annual rider charge shown on the Rider Data Page. Any change in the current annual rider charge will also affect the annual charge for this rider. See Rider Section 3.1.

Comment [CMG28]: This revised language is consistent with the change made in Rider Section 3 as previously explained in this comparison.

RIDER SECTION 7.

EXCESS WITHDRAWALS

7.1 When does an excess withdrawal occur?

An excess withdrawal occurs if:

- a.) the amount withdrawn during a rider year exceeds the GALWA;
or
- b.) the amount withdrawn, when added to prior withdrawals during a rider year, exceeds the GALWA.

7.2 What happens if an excess withdrawal occurs?

The amount withdrawn during a rider year that is in excess of the GALWA is referred to as the "excess withdrawal amount".

If an excess withdrawal occurs, the LBB will be reset to equal the previous LBB reduced by the greater of:

- a.) the excess withdrawal amount; or
- b.) a proportional adjustment amount that is equal to (1) divided by (2), with the result multiplied by (3), where:
 - (1) = the excess withdrawal amount.
 - (2) = the contract value prior to the withdrawal minus the remaining GALWA, if any, at the time of withdrawal. The remaining GALWA is the amount available for withdrawal without exceeding the GALWA.
 - (3) = the LBB prior to the withdrawal.

The GALWA will then be recalculated and reduced, based on the newly reset LBB.

We reserve the right to waive the excess withdrawal treatment described above if the withdrawals are scheduled withdrawals intended to meet IRS required minimum distribution rules. The current prospectus will disclose if such waiver is in effect and any detailed requirements for such waiver.

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any decrease to your LBB will also decrease the annual charge for this rider.

Comment [CMG29]: Changes in the excess withdrawal language were made in the new rider form to adjust for an excess withdrawal on a proportional basis (instead of the lesser of the proportional adjustment or the contract value).

This change was made to simplify the calculation.

Comment [CMG30]: This revised language in the new rider form replaces the language in the rider form being replaced as follows:

"If an excess withdrawal occurs, the lifetime benefit basis will be reset to equal the lesser of:
a.) the contract value immediately following the withdrawal; or
b.) the previous lifetime benefit basis reduced dollar for dollar by:
1.) the total of all withdrawals to date during the current rider year, if the withdrawal is the first excess withdrawal to occur during the rider year; otherwise
2.) the amount of the withdrawal.

CUNA Mutual Insurance Society



President

GUARANTEED LIFETIME WITHDRAWAL BENEFIT

ANNUITANT

[John Doe]

ANNUITANT(S) ISSUE AGE(S)

[35]

CO-ANNUITANT

[Jane Doe]

CO-ANNUITANT'S ISSUE AGE

[35]

OWNER(S)

[John Doe]

RIDER ISSUE DATE

[October 31, 2009]

Lifetime Benefit Basis (LBB): [\$100,000]

Simple Interest Benefit Basis Rate (SIBB Rate): [8.0%]

Initial Rider Charge Rate: [0.85%]

Minimum Charge Period: [October 31, 2009 – October 31, 2016]

Maximum Rider Charge Rate: [1.75%]

Annual Withdrawal Benefit Percentage:

Single Annuitant	
Age at First Withdrawal	
Current Age	Percentage
55-58	4.00%
59-64	4.50%
65-69	5.00%
70-79	5.50%
80+	6.00%

Joint Annuitants	
Age of Youngest Annuitant at First Withdrawal	
Current Age	Percentage
55-58	3.00%
59-64	3.50%
65-69	4.00%
70-79	4.50%
80+	5.00%

If only one annuitant is living at the time of your first withdrawal, the percentages shown above will be increased by [1%].

Comment [CMG31]: Added to the new rider form to tie into the changes previously explained in this comparison to Rider Sections 1 and 6.

Comment [CMG32]: Changed the terminology as stated previously in this comparison in Rider Section 3. The charge of the new rider benefit is .85%, increased from .70% in the rider form being replaced.

Comment [CMG33]: Revised terminology to be "Maximum Rider Charge Rate" in the new rider form, from the term "Maximum Annual Rider Charge" of the rider form being replaced. This change was to tie into the terminology change in "Initial Rider Charge Rate"

Comment [CMG34]: The new rider form has an additional age band added, thus adjusting the percentages. The rider form being replaced had ages and percentages as follows:
Single Annuitant
Age at First Withdrawal ... [2]

Benefit Allocation Model:

- 100% Conservative Allocation
- 100% Moderate Allocation
- 100% Diversified Income

Conservative Moderate Blend

- 66% Conservative Allocation
- 34% Moderate Allocation

Conservative I Model

- 40% Bond
- 10% High Income
- 18% Large Cap Value
- 12% Large Cap Growth
- 5% Mid Cap Value
- 3% Mid Cap Growth
- 3% Small Cap Value
- 3% Global Securities
- 6% International Stock

Conservative R Model

- 5% Franklin Income Securities IV
- 10% PIMCO VIT Global Bond Unhedged
- 10% Franklin High Income IV
- 25% PIMCO VIT Total Return
- 13% Oppenheimer Main Street/VA Svc
- 16% Van Kampen LIT Growth & Income
- 4% Van Kampen LIT Mid Cap Growth
- 3% Oppenheimer Main St Small Cap/VA Svc
- 3% Mutual discovery Securities IV
- 6% Oppenheimer International Growth
- 2% AIM VI Global Real Estate
- 3% PIMCO VIT CommodityRealReturn

Conservative C Model

- 25% Ultra Bond
- 10% Franklin High Income IV
- 10% PIMCO VIT Global Bond Unhedged
- 5% PIMCO VIT Total Return
- 16% Van Kampen LIT Growth & Income
- 10% Large Cap Growth
- 6% Mid Cap Value
- 2% Mid Cap Growth
- 2% Oppenheimer Main St Small
- 7% International Stock
- 2% Oppenheimer International Growth
- 2% AIM VI Global Real Estate
- 3% PIMCO VIT CommodityRealReturn

Conservative/Moderate I Model

32% Bond
 8% High Income
 17% Large Cap Value
 14% Large Cap Growth
 7% Mid Cap Value
 5% Mid Cap Growth
 4% Small Cap Value
 4% Global Securities
 9% International Stock

Conservative/Moderate R Model

5% Franklin Income Securities IV
 8% PIMCO VIT Global Bond Unhedged
 8% Franklin High Income IV
 19% PIMCO VIT Total Return
 15% Oppenheimer Main Street/VA Svc
 15% Van Kampen LIT Growth & Income
 6% Van Kampen LIT Mid Cap Growth
 5% Oppenheimer Main St Small Cap/VA Svc
 4% Mutual discovery Securities IV
 9% Oppenheimer International Growth
 2% AIM VI Global Real Estate
 4% PIMCO VIT CommodityRealReturn

Conservative/Moderate C Model

20% Ultra Bond
 8% Franklin High Income IV
 8% PIMCO VIT Global Bond Unhedged
 4% PIMCO VIT Total Return
 16% Van Kampen LIT Growth & Income
 12% Large Cap Growth
 7% Mid Cap Value
 3% Mid Cap Growth
 3% Oppenheimer Main St Small
 8% International Stock
 5% Oppenheimer International Growth
 2% AIM VI Global Real Estate
 4% PIMCO VIT CommodityRealReturn

Moderate I Model

24% Bond
 6% High Income
 16% Large Cap Value
 16% Large Cap Growth
 8% Mid Cap Value
 7% Mid Cap Growth
 5% Small Cap Value
 7% Global Securities
 11% International Stock

Moderate R Model

5% Franklin Income Securities IV
 6% PIMCO VIT Global Unhedged
 6% Franklin High Income IV
 13% PIMCO VIT Total Return
 17% Oppenheimer Main Street/VA Svc
 14% Van Kampen LIT Growth & Income
 8% Van Kampen LIT Mid Cap Growth
 6% Oppenheimer Main St Small Cap/VA Svc
 7% Mutual discovery Securities IV
 11% Oppenheimer International Growth
 3% AIM VI Global Real Estate
 4% PIMCO VIT CommodityRealReturn

Moderate C Model

15% Ultra Bond
 6% Franklin High Income IV
 6% PIMCO VIT Global Bond Unhedged
 3% PIMCO VIT Total Return
 16% Van Kampen LIT Growth & Income
 14% Large Cap Growth
 7% Mid Cap Value
 4% Mid Cap Growth
 4% Oppenheimer Main St Small
 10% International Stock
 8% Oppenheimer International Growth
 3% AIM VI Global Real Estate
 4% PIMCO VIT CommodityRealReturn

Removed the following paragraph and Simple Interest Benefit Chart from the new rider form that was in the rider form being replaced as follows:

"Your lifetime benefit basis with simple interest is equal to a percentage of the lifetime benefit basis at the end of the first rider year (before any step-up increases) as follows:

<u>Rider Anniversary</u>	<u>Lifetime Benefit Basis (LBB) with Simple Interest</u>
1st	110% of LBB at end of 1 st Rider Year
2nd	120% of LBB at end of 1 st Rider Year
3rd	130% of LBB at end of 1 st Rider Year
4th	140% of LBB at end of 1 st Rider Year
5th	150% of LBB at end of 1 st Rider Year
6th	160% of LBB at end of 1 st Rider Year
7th	170% of LBB at end of 1 st Rider Year
8th	180% of LBB at end of 1 st Rider Year
9th	190% of LBB at end of 1 st Rider Year
10th	200% of LBB at end of 1 st Rider Year
11th	210% of LBB at end of 1 st Rider Year
12th	220% of LBB at end of 1 st Rider Year
13th	230% of LBB at end of 1 st Rider Year
14th	240% of LBB at end of 1 st Rider Year
15th	250% of LBB at end of 1 st Rider Year
16th	260% of LBB at end of 1 st Rider Year
17th	270% of LBB at end of 1 st Rider Year
18th	280% of LBB at end of 1 st Rider Year
19th	290% of LBB at end of 1 st Rider Year
20th	300% of LBB at end of 1 st Rider Year

The new rider form has an additional age band added, thus adjusting the percentages. The rider form being replaced had ages and percentages as follows:

<u>Single Annuitant Age at First Withdrawal</u>	
<u>Current Age</u>	<u>Percentage</u>
55-58	4.50%
59-69	5.00%
70-79	5.50%
80+	6.00%

PURCHASE PAYMENT CREDIT BENEFIT ENDORSEMENT
EXTRA CREDIT PLAN

Comment [CMG1]: Added to help tie the name of the benefit endorsement to the Plan Option election on the application.

SECTION 1. GENERAL INFORMATION

- 1.1 **What is our agreement with you?** Our agreement with you includes this endorsement as a part of the contract to which it is attached. The provisions of the contract apply to this endorsement unless changed by this endorsement.
- 1.2 **What are the most commonly used terms and what do they mean?**
 - credit** – the increase amount that is calculated as a result of this benefit endorsement.
 - credit value** – the amount of the credit plus any increases for earnings or reductions for investment losses due to the credit.

SECTION 2. PURCHASE PAYMENT CREDIT PROVISION

- 2.1 **What is the benefit provided by this endorsement?** A purchase payment received on or after the contract issue date will result in a credit to your contract value if your cumulative net purchase payments meet or exceed a specific amount.

Cumulative net purchase payments equal:

- a.) total of all net purchase payments received; less
- b.) any partial withdrawals (including any associated surrender charges).

The cumulative net purchase payment amounts and associated increase percentages are:

Cumulative Net Purchase Payments	Credit Percentage
\$0.00 through \$249,999.99	4%
\$250,000 through \$499,999.99	5%
\$500,000 and above	6%

Comment [CMG2]: Added an additional band and percentage credit.

The credit to your contract value will be calculated as follows:

- a.) cumulative net purchase payments; multiplied by
- b.) the applicable credit percentage; minus
- c.) any prior credits to your contract value as a result of this endorsement.

The credit will be allocated according to your purchase payment allocation in effect as of the date of the credit.

Credits will be treated as earnings under your contract and will not be subject to any applicable surrender charge.

In the event of a partial withdrawal or full surrender, earnings are withdrawn last, as described on the data page.

- 2.2 **What happens if you exercise your Right To Examine?** If you exercise your Right To Examine, your refund will not include any credits or credit value. Your Right To Examine is described on the cover page of your contract.

Comment [CMG3]: Removed the following Paragraph:
 “We reserve the right to waive the provision described above if required by law to do so. The current prospectus will disclose if such waiver is in effect.”

Deleted: 2007

2.3 Will credit value be included when determining the amount of death benefit proceeds payable?

Only credit value resulting from credit(s) that occurred at least one (1) full year prior to the date of death will be included when determining the amount of death benefit proceeds payable. Any credit value resulting from credit(s) that occurred within one (1) year of the date of death will be canceled and the contract value adjusted accordingly in order to determine the death proceeds payable.

SECTION 3

BENEFIT CHARGES

3.1 Is there a charge for this benefit?

The charge for this benefit is included in the Variable Account Mortality and Expense Risk Charge shown on the data page. The charge is assessed on a daily basis. See the data page and Section 8.3 of the contract.

Comment [CMG4]: Also removed the following paragraph here in Section 2.3:

“We reserve the right to waive the provision described above if required by law to do so. The current prospectus will disclose if such waiver is in effect. “

CUNA Mutual Insurance Society
A Mutual Insurance Company



President

STATEMENT OF VARIABLES

NOTE: A limited refiling will be made to any changes in ranges listed in this document.

President's signature: If the Company's president should change, the new president's signature will be reflected for new issues of the forms.

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDERS: Base Forms 2009-INGLWB, 2009-INGLWB-MG

Rider Data Page

Annuitant/Co-Annuitant, Owner(s), Annuitant(s)/Co-Annuitant's Issue Age(s), Rider Issue Date: Specific to each owner's contract.

Lifetime Benefit Basis (LLB): This amount is specific to each owner's contract as of the rider issue date.

Simple Interest Benefit Basis Rate (SIBB Rate): Range [1.00% - 10.00%]. The current simple interest benefit basis rate is shown on the Rider Data Page for the rider forms. Any change in the SIBB Rate will apply to newly issued riders only and will be within the range stated.

Window Period (Rider form 2009-INGLWB-MG only): Currently the window period to receive additional purchase payments for this benefit rider is 1 year following the Rider Issue Date. This may be decreased in the future for new issues of the contract, but it will never be less than 30 days or more than 1 year.

Maximum Window Purchase Payment (Rider form 2009-INGLWB-MG only): The amount that will show here will be specific to each owner's contract. The maximum is currently 2x the initial purchase payment.

Initial Rider Charge Rate: Range: [.50% - 1.75%]. The current initial rider charge rate is shown on the Rider Data Page for the rider forms.

The initial rider charge rate may change for new issues of riders, and the rider charge rate may also change if there is a step-up in the Lifetime Benefit Basis. In no event will the initial rider charge rate exceed the Maximum Rider Charge Rate shown on the Rider Data Page of 1.75%.

Minimum Charge Period: This is a 7-year span. The dates shown are specific to each contract owner.

Annual Withdrawal Benefit Percentage:

The withdrawal percentages vary according to the annuitant's age at the time of first withdrawal, or on a step-up if withdrawals have begun prior to a step-up. The age ranges and percentages may change for future issues of the rider, but will not fall below 2% or exceed 10% for any age. One of the tables below will print and will be specific to the contract being issued depending on whether there is a single annuitant or a joint annuitant.

<u>Age at First Withdrawal or Step-Up</u>	
<u>Current Age</u>	<u>Percentage</u>
55	4.2%
56	4.4%
57	4.6%
58	4.8%
58	5.1%
60	5.2%
61	5.3%
62	5.4%
63	5.5%
64	5.6%
65	5.7%
66	5.8%
67	5.9%
68	6.0%
69	6.1%
70	6.2%
71	6.3%
72	6.4%
73	6.5%
74	6.6%
75	6.7%
76	6.8%
77	6.9%
78	7.0%
79	7.1%
80	7.2%
81	7.3%
82	7.4%
83	7.5%
84	7.6%
85	7.7%

<u>Joint Annuitants</u>	
<u>Age of Youngest Annuitant at First Withdrawal or Step-Up</u>	
<u>Current Age</u>	<u>Percentage</u>
55-58	3.2%
56	3.4%
57	3.6%
58	3.8%
58	4.1%
60	4.2%
61	4.3%
62	4.4%
63	4.5%
64	4.6%
65	4.7%
66	4.8%
67	4.9%
68	5.0%
69	5.1%
70	5.2%
71	5.3%
72	5.4%
73	5.5%
74	5.6%
75	5.7%
76	5.8%
77	5.9%
78	6.0%
79	6.1%
80+	6.2%
81	6.3%
82	6.4%
83	6.5%
84	6.6%
85	6.7%

If only one annuitant is living at the time of your first withdrawal, the percentages shown above will be increased by [1%].

Benefit Allocation Model: [see below after description of forms 2009-ILGLWB and 2009-ILGLWB-MG, these are the same for all 4 of the Guaranteed Lifetime Withdrawal Benefit rider forms.]

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDERS: Base Forms 2009-ILGLWB, 2009-ILGLWB-MG

Rider Data Page

Annuitant/Co-Annuitant, Owner(s), Annuitant(s)/Co-Annuitant's Issue Age(s), Rider Issue Date: Specific to each owner's contract.

Lifetime Benefit Basis (LBB): This amount is specific to each owner's contract as of the rider issue date.

Simple Interest Benefit Basis Rate (SIBB Rate): Range [5.00% - 15.00%]. The current simple interest benefit basis rate is shown on the Rider Data Page for the rider forms. Any change in the SIBB Rate will apply to newly issued riders only and will be within the range stated.

Window Period (Rider form 2009-ILGLWB-MG only): Currently the window period to receive additional purchase payments for this benefit rider is 1 year following the Rider Issue Date. This may be decreased in the future for new issues of the contract, but it will never be less than 30 days or more than 1 year.

Maximum Window Purchase Payment (Rider form 2009-ILGLWB-MG only): The amount that will show here will be specific to each owner's contract. The maximum is currently 2x the initial purchase payment.

Initial Rider Charge Rate: Range: [.50% - 1.75%] The current initial rider charge rate is shown on the Rider Data Page for the rider forms.

The initial rider charge rate may change for new issues of riders, and the rider charge rate may also change if there is a step-up in the Lifetime Benefit Basis. In no event will the initial rider charge rate exceed the Maximum Rider Charge Rate shown on the Rider Data Page of 1.75%.

Minimum Charge Period: This is a 7-year span. The dates shown are specific to each contract owner.

Annual Withdrawal Benefit Percentage:

The withdrawal percentages vary according to the annuitant's age at the time of first withdrawal. The age ranges and percentages may change for future issues of the rider, but will not fall below 2% or exceed 10% for any age. One of the tables below will print and will be specific to the contract being issued depending on whether there is a single annuitant or a joint annuitant.

<u>Single Annuitant</u> <u>Age at First Withdrawal</u>		<u>Joint Annuitants</u> <u>Age of Youngest Annuitant at First Withdrawal</u>	
<u>Current Age</u>	<u>Percentage</u>	<u>Current Age</u>	<u>Percentage</u>
55-58	4.00%	55-58	3.00%
59-64	4.50%	59-64	3.50%
65-69	5.00%	65-69	4.00%
70-79	5.50%	70-79	4.50%
80+	6.00%	80+	5.00%

If only one annuitant is living at the time of your first withdrawal, the percentages shown above will be increased by [1%].

10. Benefit Allocation Model: The current benefit allocation models are as listed below: We may add benefit allocation models in the future. We may also remove or substitute benefit allocation models or substitute investment options within an available benefit allocation model upon advance notification to the contract owner (as described in Section 2.3 of the Rider Forms). Only the benefit allocation model selected by the contract owner will appear; therefore, the information will be specific to each contract owner.

Benefit Allocation Models for all 4 Guaranteed Lifetime Withdrawal Benefit Rider forms: 2009-INGLWB, 2009-INGLWB-MG, 2009-ILGLWB, 2009-ILGLWB-MG

100% Conservative Allocation
 100% Moderate Allocation
 100% Diversified Income

Conservative Moderate Blend

66% Conservative Allocation
 34% Moderate Allocation

Conservative I Model

40% Bond
 10% High Income
 18% Large Cap Value
 12% Large Cap Growth
 5% Mid Cap Value
 3% Mid Cap Growth
 3% Small Cap Value
 3% Global Securities
 6% International Stock

Conservative R Model

5% Franklin Income Securities IV
 10% PIMCO VIT Global Bond Unhedged
 10% Franklin High Income IV
 25% PIMCO VIT Total Return
 13% Oppenheimer Main Street/VA Svc
 16% Van Kampen LIT Growth & Income
 4% Van Kampen LIT Mid Cap Growth
 3% Oppenheimer Main St Small
 3% Mutual discovery Securities IV
 6% Oppenheimer International Growth
 2% AIM VI Global Real Estate
 3% PIMCO VIT CommodityRealReturn

Conservative C Model

25% Ultra Bond
 10% Franklin High Income IV
 10% PIMCO VIT Global Bond Unhedged
 5% PIMCO VIT Total Return
 16% Van Kampen LIT Growth & Income
 10% Large Cap Growth
 6% Mid Cap Value
 2% Mid Cap Growth
 2% Oppenheimer Main St Small
 7% International Stock
 2% Oppenheimer International Growth
 2% AIM VI Global Real Estate
 3% PIMCO VIT CommodityRealReturn

Conservative/Moderate I Model

32% Bond
 8% High Income
 17% Large Cap Value
 14% Large Cap Growth
 7% Mid Cap Value
 5% Mid Cap Growth
 4% Small Cap Value
 4% Global Securities
 9% International Stock

Conservative/Moderate R Model

5% Franklin Income Securities IV
 8% PIMCO VIT Global Bond Unhedged
 8% Franklin High Income IV
 19% PIMCO VIT Total Return
 15% Oppenheimer Main Street/VA Svc
 15% Van Kampen LIT Growth & Income
 6% Van Kampen LIT Mid Cap Growth
 5% Oppenheimer Main St Small
 4% Mutual discovery Securities IV
 9% Oppenheimer International Growth
 2% AIM VI Global Real Estate
 4% PIMCO VIT CommodityRealReturn

Conservative/Moderate C Model

20% Ultra Bond
 8% Franklin High Income IV
 8% PIMCO VIT Global Bond Unhedged
 4% PIMCO VIT Total Return
 16% Van Kampen LIT Growth & Income
 12% Large Cap Growth
 7% Mid Cap Value
 3% Mid Cap Growth
 3% Oppenheimer Main St Small
 8% International Stock
 5% Oppenheimer International Growth
 2% AIM VI Global Real Estate
 4% PIMCO VIT CommodityRealReturn

Moderate I Model

24% Bond
 6% High Income
 16% Large Cap Value
 16% Large Cap Growth
 8% Mid Cap Value
 7% Mid Cap Growth
 5% Small Cap Value
 7% Global Securities
 11% International Stock

Moderate R Model

5% Franklin Income Securities IV
 6% PIMCO VIT Global Unhedged
 6% Franklin High Income IV
 13% PIMCO VIT Total Return
 17% Oppenheimer Main Street/VA Svc
 14% Van Kampen LIT Growth & Income
 8% Van Kampen LIT Mid Cap Growth
 6% Oppenheimer Main St Small
 7% Mutual discovery Securities IV
 11% Oppenheimer International Growth
 3% AIM VI Global Real Estate
 4% PIMCO VIT CommodityRealReturn

Moderate C Model

15% Ultra Bond
 6% Franklin High Income IV
 6% PIMCO VIT Global Bond Unhedged
 3% PIMCO VIT Total Return
 16% Van Kampen LIT Growth & Income
 14% Large Cap Growth
 7% Mid Cap Value
 4% Mid Cap Growth
 4% Oppenheimer Main St Small
 10% International Stock
 8% Oppenheimer International Growth
 3% AIM VI Global Real Estate
 4% PIMCO VIT CommodityRealReturn

STATEMENT OF VARIABLES

NOTE: A limited refiling will be made to any changes in ranges listed in this document.

Flexible Premium Deferred Variable Annuity Application: Form VAAPP-2009 and Insert Form VAAPP-2009-ALLOC

Company Address: The address has been bracketed to allow for future revision if the company's address should change.

Plan Option: The plan options shown are currently the options available for issue. They are bracketed as variable to allow for the addition or deletion of an option in the future. Other options may be made available in the future upon approval by the state insurance department and will appear in the appropriate space on the application, upon approval of the benefit.

References to form names and form numbers of company-required or state-required items or forms: Reference to form names and numbers of specific Company-required or specific state-required items and paperwork necessary to administer this business are found in various areas of instructional text or state-required text throughout this application. Including this detail on the application aids our representatives in ensuring all necessary paperwork is obtained and completed. These areas have been bracketed as variable to accommodate future changes in requirements, form numbers, or form names found in these bracketed areas.

Parties to Contract: The age exceptions listed in Section 2 have been bracketed to allow for any future state requirement changes.

Plan Type and Purchase Payment: The plan types shown are currently the types available for issue. They are bracketed as variable to allow for the addition or deletion of a plan type in the future.

Phone/Fax/Internet Authorization: The existing language will not change. However, the state is bracketed to allow for any future additions of a state where the same language may become applicable for any such state. In addition, a field for "[State Variations]" is included in this section. The Company will begin making this application available via paper packages to our representatives. Therefore, to reduce costs, it is our goal to have one application form for all states. Adding a field for State Variations will ONLY be used to accommodate state language that may yet become required by a particular state. It will not be used to alter the existing language approved by your state.

Living Benefits: The optional Living Benefits are currently available. They may be discontinued at a future date for newly issued contracts. Other options may be made available in the future upon approval by the state insurance department and will appear in the appropriate space on the application, upon approval of the benefit. The state variations have been bracketed to allow for additional state exceptions that may yet become applicable.

Death Benefits: The optional Death Benefits are currently available for all newly issued contracts. They may be discontinued at a future date for newly issued contracts. Other options may be made available in the future upon approval by the state insurance department and will appear in the appropriate space on the application, upon approval of the benefit. The state variations have been bracketed to allow for additional state exceptions that may yet become applicable.

Fraud Warning: The fraud warnings shown are those currently applicable. Each warning has been bracketed to allow for future change in required state language.

A field for "[State Variations]" is included in this section. The Company will begin making this application available via paper packages to our representatives. Therefore, to reduce costs, it is our goal to have one application form for all states. Adding a field for State Variations will ONLY be used to accommodate state language that may yet become required by a particular state. It will not be used to alter the existing language approved by your state.

State Notice: The state notices shown are those currently applicable. Each notice has been bracketed to allow for future change in required state language. The state shown in the last state notice listing titled: "All states except", has been bracketed to allow for any future additions of a state where the same language of this state notice may become applicable for any such state.

A field for "[State Variations]" is included in this section. The Company will begin making this application available via paper packages to our representatives. Therefore, to reduce costs, it is our goal to have one application form for all states. Adding a field for State Variations will ONLY be used to accommodate state language that may yet become required by a particular state. It will not be used to alter the existing language approved by your state.

Agreement: The VAIII – Standard Plan, VAIII – Four-Year Plan, and the VAIII – Extra Credit Plan text has been bracketed ONLY to allow for any future deletion of a Plan or addition of a Plan as approved by the state insurance department. The text shown in this section will not be altered.

Registered Representative Section:

The compensation options listed are the current options available to the Registered Representative for payment of compensation. The options may change, be discontinued or be added to in the future.

A field for "[State Variations]" is included in bulleted items 5, 6, and 7 of this section. The Company will begin making this application available via paper packages to our representatives. Therefore, to reduce costs, it is our goal to have one application form for all states. Adding a field for State Variations will ONLY be used to accommodate state language that may yet become required by a particular state. It will not be used to alter the existing language approved by your state.

The credit union and broker/dealer, address, and mailing instructions shown for are current for submitting an application. A change to this information may change as necessary in the future.

Insert form VAAPP-2009-ALLOC, Payment Allocations:

The allocation selections shown are those that are currently available for all newly issued contracts. They may be discontinued, renamed, or added to at a future date.

STATEMENT OF VARIABLES

NOTE: A limited refilling will be made to any changes in ranges listed in this document.

President's signature: If the Company's president should change, the new president's signature will be reflected for new issues of the forms.

GUARANTEED MINIMUM ACCUMULATION BENEFIT RIDERS: Base Forms 2008-GMAB-7, 2008-GMAB-10

Annuitant/Co-Annuitant, Owner(s), Annuitant(s)/Co-Annuitant's Issue Age(s), Rider Issue Date: Specific to each owner's contract.

Step-Up Date: This will read N/A or the step-up date if the step-up option is elected (as described in Rider Section 5.4). This will vary by contract owner. A new Rider Data Page will be sent to the owner with information applicable to the step-up.

Benefit Basis: This amount is specific to each owner's contract as of the rider issue date.

Start Date: The day a benefit period begins will print here. Specific to each contract owner.

Expiration Date: The day a benefit period expires will print here. Specific to each contract owner.

Window Period: Currently the window period to receive additional purchase payments for this benefit rider is 1 year following the Rider Issue Date. This may be decreased in the future for new issues of the contract, but it will never be less than 30 days or more than 1 year. If there is a step-up in the benefit or if a benefit is renewed, the window period will show "N/A".

Maximum Window Purchase Payment: The amount that will show here will be specific to each owner's contract. The maximum is currently 2x the initial purchase payment, not to exceed \$1,000,000 when combined with the initial purchase payment. If the window period is "N/A", the maximum window purchase payment will show "N/A" also.

Current Annual Rider Charge: Range: [.50% - 1.75%] The current annual rider charge is as follows for these rider forms:

2008-GMAB-7 = 0.80%
2008-GMAB-10 = 0.80%

The rider charge rate may change for new issues of riders, and it may also change if there is a step-up in the Benefit Basis. In no event will the annual rider charge rate exceed the Maximum Rider Charge Rate shown on the Rider Data Page of 1.75%.

Minimum Charge Period: This is a 7-year span. The dates shown are specific to each contract owner. If there is a step-up in the benefit basis or a benefit period is renewed, the minimum charge period will begin again as of the step-up date or renewal date.

Benefit Allocation Model: The current benefit allocation models are as listed below. We may add benefit allocation models in the future. We may also remove or substitute benefit allocation models or substitute investment options within an available benefit allocation model upon advance notification to the contract owner (as described in Section 2.3 of the Rider Forms). Only the benefit allocation model selected by the contract owner will appear; therefore, the information will be specific to each contract owner.

Benefit Allocation Model for Form 2008-GMAB-7:

100% Conservative Allocation
100% Diversified Income

Conservative I Model

40% Bond
10% High Income
18% Large Cap Value
12% Large Cap Growth
5% Mid Cap Value
3% Mid Cap Growth
3% Small Cap Value
3% Global Securities
6% International Stock

Conservative R Model

5% Franklin Income Securities IV
10% PIMCO VIT Global Unhedged
10% Franklin High Income IV
25% PIMCO VIT Total Return
13% Oppenheimer Main Street/VA Svc
16% Van Kampen LIT Growth & Income
4% Van Kampen LIT Mid Cap Growth
3% Oppenheimer Main St Small
3% Mutual discovery Securities IV
6% Oppenheimer International Growth
2% AIM VI Global Real Estate
3% PIMCO VIT CommodityRealReturn

Conservative C Model

25% Ultra Bond
10% Franklin High Income IV
10% PIMCO VIT Global Bond Unhedged
5% PIMCO VIT Total Return
16% Van Kampen LIT Growth & Income
10% Large Cap Growth
6% Mid Cap Value
2% Mid Cap Growth
2% Oppenheimer Main St Small
7% International Stock
2% Oppenheimer International Growth
2% AIM VI Global Real Estate
3% PIMCO VIT CommodityRealReturn

Benefit Allocation Model for Form 2008-GMAB-10:

100% Conservative Allocation
100% Diversified Income

Conservative Moderate Blend

66% Conservative Allocation
34% Moderate Allocation

Conservative I Model

40% Bond
10% High Income
18% Large Cap Value
12% Large Cap Growth
5% Mid Cap Value
3% Mid Cap Growth
3% Small Cap Value
3% Global Securities
6% International Stock

Conservative R Model

5% Franklin Income Securities IV
10% PIMCO VIT Global Bond Unhedged
10% Franklin High Income IV
25% PIMCO VIT Total Return
13% Oppenheimer Main Street/VA Svc
16% Van Kampen LIT Growth & Income
4% Van Kampen LIT Mid Cap Growth
3% Oppenheimer Main St Small
3% Mutual discovery Securities IV
6% Oppenheimer International Growth
2% AIM VI Global Real Estate
3% PIMCO VIT CommodityRealReturn

Conservative C Model

25% Ultra Bond
10% Franklin High Income IV
10% PIMCO VIT Global Bond Unhedged
5% PIMCO VIT Total Return
16% Van Kampen LIT Growth & Income
10% Large Cap Growth
6% Mid Cap Value
2% Mid Cap Growth
2% Oppenheimer Main St Small
7% International Stock
2% Oppenheimer International Growth
2% AIM VI Global Real Estate
3% PIMCO VIT CommodityRealReturn

Conservative/Moderate I Model

32% Bond
8% High Income
17% Large Cap Value
14% Large Cap Growth
7% Mid Cap Value
5% Mid Cap Growth
4% Small Cap Value
4% Global Securities
9% International Stock

Conservative/Moderate R Model

5% Franklin Income Securities IV
8% PIMCO VIT Global Bond Unhedged
8% Franklin High Income IV
19% PIMCO VIT Total Return
15% Oppenheimer Main Street/VA Svc
15% Van Kampen LIT Growth & Income
6% Van Kampen LIT Mid Cap Growth
5% Oppenheimer Main St Small
4% Mutual discovery Securities IV
9% Oppenheimer International Growth
2% AIM VI Global Real Estate
4% PIMCO VIT CommodityRealReturn

Conservative/Moderate C Model

20% Ultra Bond
8% Franklin High Income IV
8% PIMCO VIT Global Bond Unhedged
4% PIMCO VIT Total Return
16% Van Kampen LIT Growth & Income
12% Large Cap Growth
7% Mid Cap Value
3% Mid Cap Growth
3% Oppenheimer Main St Small
8% International Stock
5% Oppenheimer International Growth
2% AIM VI Global Real Estate
4% PIMCO VIT CommodityRealReturn