

SERFF Tracking Number: CAKN-126040213 State: Arkansas
Filing Company: Catholic Knights State Tracking Number: 41880
Company Tracking Number:
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: Knight Classic Annuity
Project Name/Number: Knight Classic Annuity/Form 3A2 02/09

Filing at a Glance

Company: Catholic Knights

Product Name: Knight Classic Annuity

SERFF Tr Num: CAKN-126040213 State: Arkansas

TOI: A02.11 Individual Annuities- Deferred Non-
Variable and Variable

SERFF Status: Closed-Approved- State Tr Num: 41880
Closed

Sub-TOI: A02.11.002 Flexible Premium

Co Tr Num: State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Susan Bacon, Judy Halas Disposition Date: 03/24/2009

Date Submitted: 03/20/2009 Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Knight Classic Annuity

Status of Filing in Domicile: Authorized

Project Number: Form 3A2 02/09

Date Approved in Domicile: 02/28/2009

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 03/24/2009

Explanation for Other Group Market Type:

State Status Changed: 03/24/2009

Deemer Date:

Created By: Judy Halas

Submitted By: Judy Halas

Corresponding Filing Tracking Number:

Filing Description:

1100 West Wells Street

Milwaukee, WI 53233

www.catholicknights.org

414-278-6564 Telephone

414-223-3201 FAX

800-927-2547 Toll-Free

SERFF Tracking Number: CAKN-126040213 State: Arkansas
Filing Company: Catholic Knights State Tracking Number: 41880
Company Tracking Number:
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: Knight Classic Annuity
Project Name/Number: Knight Classic Annuity/Form 3A2 02/09

March 20, 2008

Arkansas Insurance Department
Life and Health Division
1200 West Third Street
Little Rock, AR 72201-1904

Re: Policy Form Number: Form 3A2 02/09
Knight Classic Annuity

Dear Arkansas Department of Insurance Representative:

We request approval of the policy form identified above.

Form 3A2 02/09 is a flexible premium deferred annuity with a six year withdrawal charge period. It is anticipated that this contract will be sold through our career agency force as well as through direct mail programs. This contract will replace our previous form #3A2 01/02, which was approved August 9, 2005.

The following documents are submitted in support of our request:

1. Cover letter (see Filing Description);
2. Certificate of Compliance;
3. Actuarial Certification;
4. Actuarial Memorandum;
5. The Contract;
6. Readability Score;
7. Certification re unfair sex discrimination (Reg. 19 10B);
8. Consumer Information Notice (Bulletin 11-88).

If you have any questions or need any additional information, please contact me via the contact information above.
Thank you for your cooperation and assistance.

Sincerely,

SERFF Tracking Number: CAKN-126040213 State: Arkansas
 Filing Company: Catholic Knights State Tracking Number: 41880
 Company Tracking Number:
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: Knight Classic Annuity
 Project Name/Number: Knight Classic Annuity/Form 3A2 02/09

Judy Halas
 Executive Assistant, Operations
 Email: judy.halas@catholicknights.org

Company and Contact

Filing Contact Information

Judy Halas, Executive Assistant, Operations judy.halas@catholicknights.org
 Catholic Knights 414-278-6564 [Phone]
 1100 West Wells Street 414-223-3201 [FAX]
 Milwaukee, WI 53233

Filing Company Information

Catholic Knights CoCode: 56030 State of Domicile: Wisconsin
 1100 West Wells Street Group Code: Company Type: Fraternal
 Milwaukee, WI 53233 Group Name: State ID Number: 2796
 (414) 273-6266 ext. 6505[Phone] FEIN Number: 39-0201015

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Catholic Knights	\$50.00	03/20/2009	26565448

SERFF Tracking Number: CAKN-126040213 State: Arkansas
Filing Company: Catholic Knights State Tracking Number: 41880
Company Tracking Number:
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: Knight Classic Annuity
Project Name/Number: Knight Classic Annuity/Form 3A2 02/09

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	03/24/2009	03/24/2009

SERFF Tracking Number: CAKN-126040213 *State:* Arkansas
Filing Company: Catholic Knights *State Tracking Number:* 41880
Company Tracking Number:
TOI: A02.11 Individual Annuities- Deferred Non- *Sub-TOI:* A02.11.002 Flexible Premium
Variable and Variable
Product Name: Knight Classic Annuity
Project Name/Number: Knight Classic Annuity/Form 3A2 02/09

Disposition

Disposition Date: 03/24/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: CAKN-126040213 State: Arkansas
 Filing Company: Catholic Knights State Tracking Number: 41880
 Company Tracking Number:
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: Knight Classic Annuity
 Project Name/Number: Knight Classic Annuity/Form 3A2 02/09

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Actuarial Certification		No
Supporting Document	Certificate of Compliance		Yes
Form	Knight Classic Annuity		Yes

SERFF Tracking Number: CAKN-126040213 State: Arkansas
 Filing Company: Catholic Knights State Tracking Number: 41880
 Company Tracking Number:
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: Knight Classic Annuity
 Project Name/Number: Knight Classic Annuity/Form 3A2 02/09

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	Form 3A2 02/09	Policy/Cont Knight Classic ract/Fratern Annuity al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		48.400	Classic - 3A2 02-09 (FINAL 01-27-09).pdf



A Fraternal Benefit Society

ANNUITY CERTIFICATE

- Flexible Premium Deferred Annuity
- Guaranteed Monthly Life Income
- Guaranteed Cash Values
- Premiums Payable to the Maturity Date or Prior Settlement
- Withdrawal Charges for Only the First Six (6) Contract Years
- Dividends Payable If Earned

Catholic Knights agrees to pay the benefits provided in this certificate subject to its terms and conditions. Signed at Milwaukee, Wisconsin, on the certificate date.

William R. O'Toole

President

Allan G. Lorge

Allan G. Lorge
Secretary

RIGHT TO CANCEL—The owner may cancel this contract for any reason before midnight of the twentieth (20th) day after the owner received the certificate. This is done by delivering or mailing a written notice and the certificate to Catholic Knights, 1100 West Wells Street, Milwaukee, Wisconsin 53233. If mail is used, it is effective on the date postmarked with a correct address and sufficient postage. Catholic Knights will return all payments for this contract within ten (10) days after it receives the notice and the certificate. This contract will then be void from the beginning.

TABLE OF CERTIFICATE PROVISIONS

SPECIFICATIONS PAGE.....	3
TABLE OF GUARANTEED VALUES.....	4
SECTION 1. PARTIES.....	5
1.1 The Owner	5
1.2 The Annuitant	5
1.3 The Beneficiary.....	5
SECTION 2. BENEFITS.....	5
2.1 Annuity Proceeds	5
2.2 Payment of the Annuity Proceeds	5
SECTION 3. PAYMENT AT THE MATURITY DATE	6
3.1 Maturity Date	6
3.2 Payments	6
SECTION 4. SURRENDER AND WITHDRAWAL PROVISIONS.....	6
4.1 Full Cash Surrender	6
4.2 Partial Cash Withdrawal.....	6
4.3 Withdrawal Charges	7
4.4 Minimum Annuity Proceeds.....	7
SECTION 5. DEATH OF THE OWNER OR ANNUITANT BEFORE MATURITY DATE	7
5.1 The Owner's Death	7
5.2 The Annuitant's Death	8
SECTION 6. PAYOUT PLANS.....	8
6.1 Payout Plan Rules.....	8
6.2 Payout Plans	9
6.3. Frequency of Payments	10
6.4 Payout Plan Guaranteed Payments.....	10
SECTION 7. OWNERSHIP	11
7.1 The Owner	11
7.2 Transfer of Ownership	11
7.3 Collateral Assignment	11
SECTION 8. BENEFICIARY	11
8.1. Designated Beneficiary	11
8.2 Change of Beneficiary.....	11
SECTION 9. PREMIUMS	12
9.1 Flexible Premium Payment.....	12
SECTION 10. GUARANTEED VALUE AND EXCESS INTEREST	12
10.1 Guaranteed Value	12
10.2 Excess Interest	12
SECTION 11. DIVIDENDS.....	12
11.1 Dividends	12
SECTION 12. GENERAL PROVISIONS.....	12
12.1 This Contract	12
12.2 Incontestability	13
12.3 Misstatement of Age or Sex.....	13
12.4 Maintenance of Legal Reserves.....	13
12.5 Effective Date of Changes.....	13
12.6 Amendment of Contract	13

SPECIFICATIONS PAGE

THIS CERTIFICATE IS A LEGAL CONTRACT BETWEEN THE OWNER AND CATHOLIC KNIGHTS.

READ YOUR CERTIFICATE CAREFULLY.

Definition—In this certificate, “we”, “our” and “us” refer to Catholic Knights.

CERTIFICATE NUMBER:

[1234567]

Contract Years—Contract years and months are measured from the certificate date. For example, if the certificate date were May 1, 2009, the first contract year would end April 30, 2010.

OWNER:

[JOHN DOE]

Initial Fixed Interest Rate—The Annual Effective Interest Rate guaranteed until the Initial Fixed Interest Rate Expiry Date.

ANNUITANT:

[JOHN DOE]

Initial Fixed Interest Rate Expiry Date—The date until which the Initial Fixed Interest Rate applies.

CERTIFICATE DATE:

[02/01/2009]

Guaranteed Minimum Interest Rate—We will credit the Initial Fixed Interest Rate from the certificate date until the Initial Fixed Interest Rate Expiry Date. After the Initial Fixed Interest Rate Expiry Date, we may change the current interest rate from time to time. However, we guarantee that the current interest rate will always be at least equal to an annual effective interest rate of three percent (3%). See Sections 10.1 and 10.2.

INITIAL MATURITY DATE:

[MM/DD/YYYY]

Surrender and Withdrawal Provisions—This contract provides certain limits on partial withdrawals. See section 4.2. This contract also provides for withdrawal charges in some instances if the owner surrenders the contract or takes partial withdrawals before a specified date. However, there are no withdrawal charges for payouts on the death of the owner or annuitant. There are no withdrawal charges for any withdrawal or surrender that: (a) is not more than (1) ten percent (10%) of the cash value at that time less (2) the sum of previous withdrawals during the current contract year; or (b) is applied to a payout plan C or D under section 6.2; or (c) occurs after the sixth contract year. There are withdrawal charges for each other partial withdrawal or surrender. Each withdrawal charge is a percentage of the amount withdrawn. The withdrawal charge is six percent (6%) in the first contract year, five percent (5%) in the second contract year, and one percentage point less for each subsequent contract year, so that there is no withdrawal charge after the sixth contract year.

INITIAL PAYMENT:

[\$50]

INITIAL FIXED INTEREST RATE:

[5.00%]

INITIAL FIXED INTEREST RATE EXPIRY DATE:

[01/31/2010]

Forms and Procedures—We may require the owner to follow our procedures and to use our forms to take any action such as changing a beneficiary or requesting a withdrawal. We may require the owner to submit this certificate for endorsement to show any change. The owner may obtain any information and forms from a sales representative or the home office of Catholic Knights.

Guaranteed Values—The following table illustrates guaranteed values at the end of the indicated contract years. The table assumes that:

- a) we received a \$100 premium on the certificate date and each contract anniversary date thereafter; and
- b) the owner made no withdrawals.

TABLE OF GUARANTEED VALUES

The table uses the Initial Fixed Interest Rate through the Initial Fixed Interest Rate Expiry Date and then assumes an annual effective interest rate of three percent (3.0%) for all subsequent years. Withdrawal charges may apply as described in section 4.3.

End of Contract Year	Guaranteed Values	End of Contract Year	Guaranteed Values	End of Contract Year	Guaranteed Values
1	\$105.00	16	\$2,079.27	31	\$5,155.13
2	211.15	17	2,244.65	32	5,412.78
3	320.48	18	2,414.99	33	5,678.17
4	433.10	19	2,590.44	34	5,951.51
5	549.09	20	2,771.16	35	6,233.06
6	668.56	21	2,957.29	36	6,523.05
7	791.62	22	3,149.01	37	6,821.74
8	918.37	23	3,346.48	38	7,129.39
9	1,048.92	24	3,549.87	39	7,446.28
10	1,183.39	25	3,759.37	40	7,772.66
11	1,321.89	26	3,975.15	41	8,108.84
12	1,464.55	27	4,197.41	42	8,455.11
13	1,611.48	28	4,426.33	43	8,811.76
14	1,762.83	29	4,662.12	44	9,179.12
15	1,918.71	30	4,904.98	45	9,557.49

SECTION 1. PARTIES

1.1 The Owner

The initial owner is named on page 3. There may be subsequent owners. See sections 5.1(a) and 7. In this certificate, "owner" refers to the then-current owner. Before the maturity date, the owner has surrender rights, the right to receive the annuity proceeds at the maturity date, and other rights as specified below. The owner's death before the annuitant's death and before the maturity date causes payment of the death benefit.

1.2 The Annuitant

The annuitant is named on page 3. The annuitant is the measuring life that determines the payments of the annuity proceeds at the maturity date. The annuitant's death before the owner's death and before the maturity date causes payment of the death benefit.

1.3 The Beneficiary

The initial beneficiary is named in the application. The owner may change beneficiaries as provided in section 8. In this certificate, "beneficiary" refers to the then-current beneficiary. If the owner or the annuitant dies before the maturity date, the death benefit is paid to the beneficiary. If a beneficiary is an entity that is ignored pursuant to IRC section 72(u) or the corresponding provision of any future U.S. tax law, the entity will be deemed to be a natural person for purposes of section 5.1(c)(3) and 6.1. The deemed natural person will be the individual for whom the entity is deemed to be acting as an agent.

SECTION 2. BENEFITS

2.1 Annuity Proceeds

The annuity proceeds are the total of:

The guaranteed value (described in section 10.1)
plus
Any excess interest (described in section 10.2)
minus
A withdrawal charge, if any (described in section 4.3).

2.2 Payment of the Annuity Proceeds

The annuity proceeds will be paid to, or applied to a settlement option for,

1. The owner upon cash surrender of this contract (see section 4.1); or
2. One or more designated beneficiaries at the death of the owner or the annuitant before the maturity date (see section 5); or
3. The owner at the maturity date (see section 3.2),

whichever of these events occurs first. Upon such payment or application of the full annuity proceeds, this contract will terminate.

SECTION 3. PAYMENT AT THE MATURITY DATE

3.1 Maturity Date

The initial maturity date is stated on page 3. Before a maturity date then in effect, the owner may extend the maturity date to any date permitted by our maturity-date rules then in effect. To change the maturity date, the owner must comply with the procedures specified by those rules. These procedures may include a rule that deems the owner to have accepted an extended maturity date that we propose if the owner does not timely notify us of non-acceptance. Hereinafter, "maturity date" refers to the then-current maturity date.

3.2 Payments

The annuity proceeds become payable to the owner on the maturity date if at that time the annuitant is alive and this contract is in force. The payments will be made pursuant to the owner's election of a lump sum or a payout plan under section 6. If the owner does not make such an election, we will pay the annuity proceeds in a lump sum. If the owner elects a payout plan based on a life, we will use the annuitant's life to determine the amount, duration and other terms of the plan.

SECTION 4. SURRENDER AND WITHDRAWAL PROVISIONS

4.1 Full Cash Surrender

The owner may surrender this contract at any time before the maturity date while the annuitant is alive. A surrender will be effective when we receive a satisfactory written surrender request at our home office. Except as provided in the next paragraph, upon surrender, we will pay the owner the annuity proceeds as reduced by any withdrawal charges. The owner may apply all or part of the annuity proceeds as reduced by any withdrawal charges to a payout plan under section 6. The contract will terminate on the date of surrender.

We may defer the payment of the proceeds for not more than six (6) months. If the deferral exceeds thirty-one (31) days, we will pay interest at the rate of three percent (3%) per annum for the deferral period.

4.2 Partial Cash Withdrawal

The owner may make withdrawals under the following rules:

- a) Only accumulated interest may be withdrawn during the first year.
- b) Each non-scheduled withdrawal must be at least \$200 and each scheduled withdrawal must be at least \$100. If annuity proceeds would be less than \$1,000 following any scheduled or non-scheduled withdrawal, we reserve the right to pay the withdrawal with the entire annuity proceeds as a full cash surrender under section 4.1..
- c) The owner may make up to twelve (12) scheduled, electronic withdrawals per year and up to four (4) non-scheduled withdrawals per year.

4.3 Withdrawal Charges

There are no withdrawal charges for any withdrawal or surrender that:

- a) is not more than (1) ten percent (10%) of the cash value at that time less (2) the sum of previous withdrawals during the current contract year; or
- b) is applied to a payout plan C or D under section 6.2; or
- c) occurs after the sixth contract year.

There are withdrawal charges for each other partial withdrawal or surrender. Each withdrawal charge is a percentage of the amount withdrawn. The withdrawal charge is six percent (6%) in the first contract year, five percent (5%) in the second contract year, and one percentage point less for each subsequent contract year, so that there is no withdrawal charge after the sixth contract year.

4.4 Minimum Annuity Proceeds

We have the right to terminate this contract on any contract anniversary if:

- 1. the Annuity Proceeds is less than \$1,000; and
- 2. no premium payment has been received by us for at least 36 months.

We will notify you 60 days prior to termination of the contract. Upon termination we will pay you the annuity proceeds. No withdrawal charges will apply.

SECTION 5. DEATH OF THE OWNER OR ANNUITANT BEFORE MATURITY DATE

5.1 The Owner's Death

This subsection 5.1 applies upon the death of the owner before the maturity date, if the owner is also the annuitant or if the owner dies before the annuitant. Upon the owner's death:

- a) If the owner's spouse survives and is the sole primary beneficiary, the spouse may elect to continue this contract in force as the owner and annuitant, unless the owner chose a mandatory method of payment in the beneficiary designation that does not allow the spouse to change it. This subsection 5.1(a) does not apply to the subsequent death of the surviving spouse.
- b) If the owner's spouse does not make that election and in all other cases not covered by subsection (a), the annuity proceeds will be paid to the beneficiary in a way that conforms to the restrictions of subsection 5.1(c) and to any method of payment that the deceased owner mandated. To the extent that the preceding sentence leaves choices available to the beneficiary, the beneficiary may choose to receive the annuity proceeds in a lump sum and/or under one or more of the payout plans described in section 6.
- c) The restrictions to which subsections 5.1(b) and 5.2(b) refer are that the payments must be:
 - 1) in a lump sum paid within five (5) years after the decedent's death; or

- 2) pursuant to a payout plan A or B under section 6.2 that specifies that full distribution must be made no later than five (5) years after the decedent's death; or
- 3) pursuant to a payout plan C or D under section 6.2 that specifies a payment period that begins within one year after the decedent's death and ends either at the beneficiary's death or at the end of a period not extending beyond the beneficiary's life expectancy; this option is available only if the beneficiary is a natural person.

5.2 The Annuitant's Death

This subsection 5.2 applies upon the death of the annuitant before the maturity date, if the annuitant is not the owner and dies before the owner. Upon the annuitant's death:

- a) If the annuitant's surviving spouse is the sole primary beneficiary, the surviving spouse may elect to continue this contract in force with the surviving spouse as the annuitant and owner.
- b) If the owner is not a natural person, the annuity proceeds will be paid to the beneficiary in a way that conforms to the restrictions of subsection 5.1(c)(1) or (2). To the extent that the preceding sentence leaves choices available to the beneficiary, the beneficiary may elect to receive the annuity proceeds in a lump sum and/or under one or more of the payout plans described in section 6
- c) If the owner does not elect under subsection 5.2(a) and subsection 5.2(b) does not apply, the annuity proceeds will be paid to the beneficiary. To the extent that the owner did not mandate a form of payment, the beneficiary may elect a lump sum and/or one or more of the payout plans described in section 6.

SECTION 6. PAYOUT PLANS

6.1 Payout Plan Rules

The measuring life will be the annuitant, the owner, or the beneficiary for payments made pursuant to sections 3.2, 4.1, and 5, respectively.

All elections of payout plans must be made in accordance with our procedures and will take effect when we record them. When a payout plan starts, we will issue a contract that will contain the plan's terms. If the payee is not a natural person, the choice of a payout plan will be subject to our approval. A payee who receives a contract providing for payments for life but with a selected guarantee period pursuant to plan C or E may from time-to-time designate one or more payout plan beneficiaries who would receive the guaranteed payment after the payee's death. If the payee does not designate a payout plan beneficiary or if no payout plan beneficiary survives the payee, any amount payable upon the payee's death will be paid to the payee's estate.

6.2 Payout Plans

The payout plans are:

- A. **Interest Deposit Account**—The allocated proceeds may be left on deposit with us and earn interest annually at rates that we determine from time to time, but never less than three percent (3%). The interest may be paid periodically or left to accumulate. The payee may withdraw all or part of the account at any time.
- B. **Payments For a Guaranteed Period**—We will periodically pay the amount that is calculated so that the allocated proceeds plus interest are fully paid over a guaranteed period that may be selected. Payments will continue for the guaranteed period even if the payee dies during that period. The guaranteed period must be at least five (5) years. We reserve the right to set a maximum limit. The payee may not withdraw any of the account at any time.
- C. **Payments Based on a Single Life**
 - 1. **Life Only**—We will periodically pay the amount that is calculated so that the allocated proceeds plus interest would be fully paid over the payee's life expectancy. We will make payments for as long as the payee is alive. We will make no further payments after the payee's death. The payee may not withdraw any of the account at any time.
 - 2. **Life With Guaranteed Period**—We will periodically pay the amount that is calculated so that the allocated proceeds plus interest would be fully paid over a period based on the payee's life expectancy and the probability that the payee would not survive a guaranteed period that may be selected. The payee may select a guaranteed period of ten (10) or twenty (20) years. Periodic payments will be made until the payee's death. The payee may not withdraw any of the account at any time. If the payee dies during the guaranteed period, the payout plan beneficiary may elect to receive the present value of the remaining guaranteed-period payments as a lump sum, or to continue the periodic payments to the end of the guaranteed period. If the payee dies after the guaranteed period, payments cease and no amount is due the payment plan beneficiary.
- D. **Joint and Survivor Lifetime Payments**—We will periodically pay the amount that is calculated so that the allocated proceeds plus interest would be fully paid over a period based on the life expectancies of two (2) payees. We will pay that amount as long as one or both payees are living. Neither payee may withdraw any of the account at any time.
- E. **Other Plans**—Other periodic plans may be arranged with us.
- F. **Minimum Payment Guarantee**
 - 1. The amount of the periodic payment under paragraphs B through E will be determined by a single interest rate that we will declare when the plan takes effect and which will be at least three percent (3%). Payments that depend on one or more lives will also be determined by a mortality table that we will declare when the plan takes effect and which will be at least as favorable to the beneficiary as the Annuity 2000 Mortality tables, split by sex.

2. Tables 1, 2 and 3 show the minimum guaranteed payments for each plan under paragraphs B, C, and D, respectively, under certain stated assumptions.

6.3. Frequency of Payments

Monthly, quarterly, semi-annual or annual payments may be selected.

6.4 Payout Plan Guaranteed Payments

The monthly amounts shown are for each \$1,000 applied. To change monthly payments to quarterly, semi-annual or annual payments, multiply the monthly amount by 2.99, 5.96 or 11.81, respectively. The tables assume that no withdrawals are made, only the guaranteed interest of three percent (3%) is paid, and payments are made at the end of the payment mode selected. Tables 2 and 3 are based on the Annuity 2000 Mortality tables, split by sex.

TABLE 1 PAYOUT PLAN B: PAYMENTS FOR A GUARANTEED PERIOD							
Years Selected	Monthly Amounts	Years Selected	Monthly Amounts	Years Selected	Monthly Amounts	Years Selected	Monthly Amounts
5	17.95	9	10.56	13	7.73	17	6.24
6	15.18	10	9.64	14	7.28	18	5.98
7	13.20	11	8.88	15	6.89	19	5.74
8	11.71	12	8.26	16	6.54	20	5.53

TABLE 2 PAYOUT PLANS C: PAYMENTS FOR LIFE						
Payee's Age	No Guaranteed Period		Guaranteed Periods			
	Male	Female	10 Year		20 Year	
			Male	Female	Male	Female
50	4.09	3.84	4.06	3.83	3.96	3.77
55	4.48	4.17	4.43	4.14	4.25	4.05
60	5.00	4.61	4.90	4.56	4.57	4.37
65	5.72	5.20	5.51	5.10	4.90	4.73
70	6.71	6.04	6.26	5.81	5.18	5.07

TABLE 3 PAYOUT PLAN D: JOINT AND SURVIVOR LIFETIME ANNUITY PAYMENTS					
Male Age	Female Age				
	50	55	60	65	70
50	3.53	3.66	3.77	3.86	3.94
55	3.62	3.78	3.94	4.09	4.21
60	3.68	3.89	4.11	4.32	4.52
65	3.74	3.98	4.25	4.55	4.84
70	3.77	4.04	4.37	4.75	5.15

SECTION 7. OWNERSHIP

7.1 The Owner

The owner's rights expire at the maturity date, except for the right under section 3.2 to elect a payout plan under section 6. Until the maturity date, the owner may exercise all available contract rights without the consent of any beneficiary or the annuitant.

7.2 Transfer of Ownership

Prior to the maturity date, the owner may transfer the ownership of this contract by a written assignment that is satisfactory to us and received at our home office. Such a transfer is then effective as of the date the owner signed it.

7.3 Collateral Assignment

Prior to the maturity date, the owner may assign this contract as collateral security by a written assignment that is satisfactory to us. We assume no responsibility for the validity or effect of any collateral assignment of this contract. We will not be responsible to an assignee for any payment or other action that we take before we receive the assignment at our home office.

An assignment of this contract as collateral for a loan will modify a prior choice of payout plan. The amount due the assignee will be payable in one sum, and the balance will be applied under the payout plan. Payout plans may not be assigned for the benefit of creditors.

The rights of a beneficiary under this contract are subordinate to those of an assignee, unless the beneficiary was effectively designated as an irrevocable beneficiary prior to the assignment.

SECTION 8. BENEFICIARY

8.1. Designated Beneficiary

The owner may designate one or more beneficiaries to receive the annuity proceeds upon the death of the owner or the annuitant before the maturity date ("the applicable death"). A designation may include one or more contingent beneficiaries who become the beneficiaries if all the primary beneficiaries die before the applicable death. If more than one beneficiary in the same class (primary or contingent) is alive at the applicable death, we will pay them in equal shares unless the owner has specified otherwise. If no designated beneficiary is alive at the applicable death, we will pay the owner if then living or, if not, the owner's estate.

8.2 Change of Beneficiary

While the annuitant is alive, the owner may change any beneficiary by signing a written notice and sending it to us. No change is binding on us until it is recorded at our home office. Once recorded, the change binds us as of the date the owner signed it. The change will not apply to any payment we made before we recorded the owner's request. We may require that you send us this certificate to make the change.

SECTION 9. PREMIUMS

9.1 Flexible Premium Payment

Each premium is payable to Catholic Knights at its home office. Premiums may be paid at any payment interval that Catholic Knights offers from time to time. We allow changes from one payment mode to another. The initial payment is shown on page 3. The owner may vary subsequent payments, but each payment must be at least \$25. The owner may skip any or all future premium payments without causing the termination of the contract. The owner may resume premium payments after skipping one or more payments. The annuity proceeds depend upon the premiums paid. Premiums may be paid only while the annuitant is alive and the maturity date has not been reached.

SECTION 10. GUARANTEED VALUE AND EXCESS INTEREST

10.1 Guaranteed Value

The guaranteed value of this contract is the accumulation of premiums, offset by withdrawals, at the annual effective interest rates guaranteed on Page 3. The Initial Fixed Interest Rate remains effective through the Initial Fixed Interest Rate Expiry Date. The Guaranteed Minimum Interest Rate after the Initial Fixed Interest Rate Expiry Date will be equal to an annual effective interest rate of three percent (3%). Interest begins to accumulate on a premium when the home office receives it. Guaranteed values at any time during a contract year will be determined with allowance for the part of the year that has elapsed. A representative Table of Guaranteed Values for this contract is shown on page 4.

10.2 Excess Interest

In addition to the guaranteed values, We may pay or credit excess interest from time to time at an interest rate specified by us.

SECTION 11. DIVIDENDS

11.1 Dividends

Each year we determine our divisible surplus. We will credit this contract's share, if any, on the contract anniversary. Since we do not expect this contract to contribute to divisible surplus, we do not expect to credit any dividends to it. If a dividend were credited, the owner could choose between receiving it in cash or applying it toward a premium payment.

SECTION 12. GENERAL PROVISIONS

12.1 This Contract

This contract consists of this certificate, the application, and the Articles of Incorporation and Bylaws of Catholic Knights. Any subsequent changes to the Articles of Incorporation or Bylaws shall be binding upon the owner, annuitant, beneficiaries and other persons affected and shall govern and control in all respects, except that no changes shall destroy or diminish benefits promised in this certificate when it was issued. No change in this certificate is valid unless approved by an officer of Catholic Knights. No agent has authority to change this certificate or to waive any of its provisions.

Membership in Catholic Knights that is based solely on being an annuitant under this contract and will expire if and when this contract is surrendered or lapses. However, cessation of membership will not change any of the contractual rights under this contract.

We will treat statements made in the application as representations and not warranties. We will not use statements made during the application process but not included in the application to rescind the contract or to change our obligations under the contract.

Any paid-up annuity, cash surrender or death benefits that may be available under this contract are not less than the minimum benefits required by any statute of the state in which the contract is made.

12.2 Incontestability

We will not contest this contract after it has been in force for two (2) years from the certificate date.

12.3 Misstatement of Age or Sex

If the annuitant's age or sex is not correctly shown in the application, we will adjust the income payable. The annuity income on the maturity date will be based on the annuitant's correct age and sex at that time.

12.4 Maintenance of Legal Reserves

As required by a statute, if Catholic Knights' financial position becomes impaired, the Board of Directors or the Council may equitably apportion the deficiency among any or all of Catholic Knights' members, insured employees or contract owners. If any share of the deficiency is apportioned to this contract, the owner may (a) pay it, (b) accept it as an indebtedness against this contract, or (c) accept a proportionate reduction in benefits under the contract. Any indebtedness will be charged interest at variable rates that we specify from time to time, compounded annually. The interest rate will not exceed eight percent (8%) per year. The Board of Directors or the Council may specify the manner of election and which alternative is to be presumed if no election is made.

12.5 Effective Date of Changes

Any election or request for a change provided in this contract must be received, approved and recorded at the home office before it is effective. Once received, approved and recorded, it is effective as of the date it was signed or the date it was received at the home office if no signing date appears on it.

12.6 Amendment of Contract

We reserve the right to amend this contract at any time without the owner's consent if we determine that the amendment is necessary to preserve the contract's status as an annuity for tax purposes.



A Fraternal Benefit Society

1100 West Wells Street
P O Box 05900
Milwaukee Wisconsin 53205-0900
(414) 273-6266

ANNUITY CERTIFICATE

- Flexible Premium Deferred Annuity
- Guaranteed Monthly Life Income
- Guaranteed Cash Values
- Premiums Payable to the Maturity Date or Prior Settlement
- Withdrawal Charges for Only the First Six (6) Contract Years
- Dividends Payable If Earned

SERFF Tracking Number: CAKN-126040213 State: Arkansas
 Filing Company: Catholic Knights State Tracking Number: 41880
 Company Tracking Number:
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: Knight Classic Annuity
 Project Name/Number: Knight Classic Annuity/Form 3A2 02/09

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification

Comments:

Attached is the required Readability Certificate, Certification Regarding Arkansas Rule & Regulation 19 and the Consumer Notice. All documents are submitted in support of our request for approval of the Knight Classic Annuity.

Attachments:

- 3A2 02-09 Readability Certificate.pdf
- 3A2 02-09 Certification Reg 19.pdf
- 3A2 02-09 Bulletin 11.pdf

Item Status: **Status Date:**

Satisfied - Item: Application

Comments:

Attached is a copy of our current annuity application for reference. This document is submitted in support of our request for approval of the Knight Classic Annuity Form 3A2 02/09.

Attachment:

- Annuity App 2300470 09-04.pdf

Item Status: **Status Date:**

Satisfied - Item: Certificate of Compliance

Comments:

The attached Certificate of Compliance is submitted in support of our request for approval of the Knight Classic Annuity Form 3A2 02/09.

Attachment:

- CERTIFICATE OF COMPLIANCE 3A2 02-09.pdf

CATHOLIC KNIGHTS
CERTIFICATE OF READABILITY

I, Alan R. Bembenek, General Counsel of Catholic Knights, do hereby certify that to the best of my information, knowledge and belief the form listed below is deemed to be readable in accordance with the requirements of the laws of the State of Indiana and that its Flesch Test score under the method of Insurance Rule §6.07 is as follows:

<u>Form Number</u>	<u>Form Title</u>	<u>Readability Score</u>
Form 3A2 02/09	Knight Classic Annuity	48.4

Dated at Milwaukee, Wisconsin, this 20 day of March, 2009.



Alan R. Bembenek
General Counsel, Catholic Knights

CONSUMER NOTICE

In response to Arkansas Act 197 of 1987

This notice is In accordance with Arkansas Act 197 of 1987 requiring that certain information accompany all policies issued or renewed after January 1, 1988.

Company: Catholic Knights
Department: c/o Member Services Department
1100 West Wells Street
Milwaukee, Wisconsin 53233
Telephone: (414) 273-6266
Name of Agent: _____
Agent Address: _____
Telephone: _____

If we at Catholic Knights fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201-1904
Phone Number: 1(800) 852-5494 or
(501) 371-2640

Form Requirements for Annuity Sales

Form Name	Form#	Annuity	IRA	Roth	Sep-IRA	TSA
Application	23-00470-09/04	X	X	X	X	X
Buyers Guide (WI only - leave in home)	000-7716	X	X	X	X	X
Prelim. Contract Summary (leave in home)	23-00471 or 23-00472	X	X	X	X	X
Senior Annuity Sale Information Form (applicants age 65 & older)	23-00827-09/04	X	X	X	X	X
SEP Contribution Agreement (leave in home)	IRS Form #5305-SEP				X	
403(b) Amendment of Application	23-00619 08/00					X
403(b) Salary Reduction Employment Agreement	23-00632 08/00 TSA					X
Fact Sheet (Parish-owned sales only)	11-00684-10/01	X				

The following forms are sent with the Annuity Policy.

Traditional IRA Disclosure	11-00482		X			
Traditional IRA Endorsement	23-00727		X			
Roth IRA Disclosure	11-00481			X		
Roth IRA Endorsement	23-00728			X		
SEP Endorsement	22-00620				X	
Supplemental Illustration	DF-77		X	X		

Instructions to Home Office

Policy No.

Annuitants Last Name

For Home Office Use Only

Amounts Received	Date	Initial	Amounts Received	Date	Initial
\$ _____	_____	_____	\$ _____	_____	_____
\$ _____	_____	_____	\$ _____	_____	_____
\$ _____	_____	_____	\$ _____	_____	_____

Code

Writing FSR _____ %

Split w/FSR _____ %

CERTIFICATE OF COMPLIANCE
INS 6.05 Appendix A, Wis. Adm. Code

Form No. 3A2 02/09

Classic Annuity
Flexible Premium Deferred Annuity

I, Alan R. Bembenek, an officer of Catholic Knights, hereby certify that I have the authority to bind and obligate the company by filing this (these) forms. I further certify that, to the best of my information, knowledge and belief:

1. The accompanying form(s) as identified by the attached listing comply(ies) with all applicable provisions of the Wisconsin Statutes and with all applicable administrative rules of the Commissioner of Insurance;
2. The form(s) does (do) not contain any inconsistent, ambiguous, or misleading clauses.
3. The forms(s) does (do) not contain specification or conditions that unreasonably or deceptively limit the risk purported to be assumed in the general coverage of the policy form(s);
4. The only variations from a form currently on file with the commissioner of insurance and the only unconventional policy provisions are clearly marked or otherwise indicated pages N/A of the attached forms(s) or in an attachment; and
5. The attached forms(s) is (are) in final printed format or typed facsimile and is (are) as will be offered for issuance or delivery in Wisconsin after approval by the Commissioner of Insurance, except for hypothetical data and other appropriate variable material.



Signature of Officer

General Counsel, Catholic Knights

Title

March 20, 2009

Date