

SERFF Tracking Number: AULD-126147150 State: Arkansas
Filing Company: American United Life Insurance Company State Tracking Number: 42335
Company Tracking Number: IRA.SPFIAONLY-K.KM
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.004 Modified Single Premium
Variable and Variable
Product Name: Traditional Rollover IRA Group Annuity
Project Name/Number: /

Filing at a Glance

Company: American United Life Insurance Company

Product Name: Traditional Rollover IRA Group Annuity SERFF Tr Num: AULD-126147150 State: Arkansas

TOI: A02.1G Group Annuities - Deferred Non- Variable and Variable SERFF Status: Closed-Approved- Closed State Tr Num: 42335

Sub-TOI: A02.1G.004 Modified Single Premium Co Tr Num: IRA.SPFIAONLY-K.KM State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird

Authors: Angie Neville, Nelvia
Washington

Disposition Date: 05/14/2009

Date Submitted: 05/12/2009

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval
State Filing Description:

Implementation Date:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode:

Domicile Status Comments: Filed 4/29/09

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer

Filing Status Changed: 05/14/2009

Explanation for Other Group Market Type:

State Status Changed: 05/14/2009

Deemer Date:

Created By: Angie Neville

Submitted By: Angie Neville

Corresponding Filing Tracking Number:

Filing Description:

Traditional Rollover IRA Group Annuity

Company and Contact

Filing Contact Information

Nelvia Washington, Senior Contract Analyst Nelvia.Washington@oneamerica.com

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One American Square 317-285-1550 [Phone]
 Indianapolis, IN 46206 317-285-5510 [FAX]

Filing Company Information

American United Life Insurance Company CoCode: 60895 State of Domicile: Indiana
 One American Square Group Code: 619 Company Type:
 P.O. Box 7127 Group Name: State ID Number:
 Indianapolis, IN 46206 FEIN Number: 35-0145825
 (877) 285-7660 ext. [Phone]

Filing Fees

Fee Required? Yes
 Fee Amount: \$70.00
 Retaliatory? Yes
 Fee Explanation: IN- 35.00 per form.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American United Life Insurance Company	\$70.00	05/12/2009	27807403

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	05/14/2009	05/14/2009

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Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover letter		Yes
Form	Traditional Rollover IRA Group Annuity		Yes
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Form Schedule

Lead Form Number: IRA.SPFIAONLY-K.KM

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	IRA.SPFIA only-K.KM	Policy/Contract/Fratern al Certificate	Traditional Rollover IRA Group Annuity	Initial		0.000	Kades Margolis Single Premium FIA-OnlyTraditional Rollover.pdf
	IRA.SPFIA only-C.KM	Certificate	Traditional Rollover IRA Group Annuity	Initial		0.000	Kades Margolis SP FIA-OnlyTraditional Rollover IRA certi.pdf

AMERICAN UNITED LIFE
INSURANCE COMPANY®
a ONEAMERICA® company

CONTRACT NUMBER: [G XX,XXX]
CONTRACTHOLDER: [ABC CORPORATION]
DATE OF ISSUE: [JANUARY 2, 2009]
CONTRACT DATE: [JANUARY 1, 2009]
FIRST CONTRACT ANNIVERSARY: [JANUARY 1, 2010]

American United Life Insurance Company (AUL) issues this contract in consideration of the Contractholder's application and the payment of Contributions to AUL. When used in this contract, "we," "us," or "our" refer to AUL and "you" or "your" refer to the Contractholder.

All provisions and conditions stated on this and subsequent pages are part of this contract.

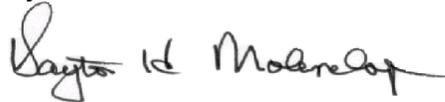
This contract is signed for us at our Home Office in Indianapolis, Indiana. Our mailing address is P.O. Box 368, Indianapolis, Indiana 46206-0368. Our street address is One American Square, Indianapolis, Indiana 46282.

NOTICE OF TEN DAY RIGHT TO EXAMINE CONTRACT

Please read this contract carefully. You may return the contract for any reason within ten days after receiving it. If returned, the contract is void from the beginning and any Contributions will be refunded.

AMERICAN UNITED LIFE INSURANCE COMPANY®

By



[President & Chief Executive Officer]

Attest

[Secretary]



Modified Single-Premium Deferred
Traditional Rollover IRA Group Annuity
Current Interest Credited
Nonparticipating

If you have questions concerning your contract, or wish to register a complaint, you may reach us by calling [1-800-261-9618].

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TABLE OF GUARANTEED IMMEDIATE ANNUITIES

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SECTION 1 - DEFINITIONS

- 1.1 A Participant's "Account Value" as of a date is that account's balance of funds in the Fixed Interest Account (FIA) on that date. **[An amount equal to 5% of each Contribution made during the 12-month period beginning with the date that the first Contribution for the Participant is credited to his Account shall be added to the Participant's Account Value as of the date that Contribution is credited to his Account.]**
- 1.2 "Annuity Commencement Date" is the first day of the month an annuity begins under this contract. However, amounts allocated to a Participant's Account will be distributed or begin to be distributed no later than the date determined under §4.
- 1.3 "Business Day" is any day both the New York Stock Exchange and our Home Office are open for the general conduct of business.
- 1.4 "Code" means the Internal Revenue Code of 1986, as amended, and any applicable regulations or rulings issued thereunder.
- 1.5 The "First Contract Anniversary" is listed on the contract face page. Subsequent "Contract Anniversaries" are on the same day of each subsequent year.
- 1.6 "Contract Quarter" is each of the four successive three-month periods in a Contract Year.
- 1.7 The first "Contract Year" starts on the Contract Date and ends on the day before the First Contract Anniversary. Each subsequent Contract Year starts on a Contract Anniversary and ends on the day before the next Contract Anniversary.
- 1.8 "Contributions" are funds which can be allocated to Participant Accounts according to applicable instructions and which have been paid to us in cash or transferred directly from a prior funding medium **[during the 12-month period beginning with the date that the first Contribution for the Participant is credited to his Account. Contributions to this contract must consist of funds transferred as part of a transfer eligible for rollover treatment under Code §§401(a)(31)(B), 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16).]** Such transferred funds may be listed under categories other than "Contributions" on annual and quarterly reporting. The legal title to, and ownership of, such amounts is vested solely in the Participant.
- 1.9 A "Contribution-Source" means each type of Contribution.
- 1.10 "Excess Contributions" are Contributions in excess of the applicable Code limits.
- 1.11 "Fixed Interest Account" or "FIA" is the investment described in §3 to which Contributions are allocated for accumulation at the Guaranteed Rates. The FIA monies constitute a portion of our general asset account.
- 1.12 "Guaranteed Rates" are the guaranteed annual effective rates of interest we credit to each Interest Pocket. We credit interest daily to each Interest Pocket. A Guaranteed Rate may be modified only as described in §§3.2 and 3.3. A Guaranteed Rate will never be less than the minimum Guaranteed Rate provided in §3.4.
- 1.13 "Home Office" is our principal office in Indianapolis, Indiana. For anything to be "received by AUL," it must be received at our Home Office.
- 1.14 "Interest Pocket" means a tracking method that associates funds allocated to the FIA over a specific time period with a specific Guaranteed Rate, as described in §3. After the guaranteed period provided

in §3.2 has elapsed, we may consolidate two or more Interest Pockets in conjunction with the announcement of new Guaranteed Rates.

- 1.15 “Participant” is any person that has a Participant Account. We may establish underwriting limits at any time to be applied to any person seeking initial participation in this contract.
- 1.16 “Participant Account” is an account under this contract for each Participant. Each Contribution-Source is tracked separately within the Participant Account. We credit Contributions to Participant Accounts and Contribution-Sources as the appropriate party directs.
- 1.17 The "Withdrawal Charge" is a percentage of the Account Value withdrawn under this contract. The Withdrawal Charge will not apply to Account Values withdrawn to provide death benefits as described in §4.2. **[The percentage varies as follows by the year in which the withdrawal is made, measured from the date that the first Contribution for a Participant is credited to his Account.**

<u>Year</u>	<u>Percentage</u>
1	7
2	6
3	5
4	4
5	3
6	2
Thereafter	0]

- 1.18 "Withdrawal Value" is a Participant's Account Value, less any Withdrawal Charge.

SECTION 2 - ADMINISTRATION OF PARTICIPANT ACCOUNTS

2.1 Amount of Contributions:

- (a) **[Contributions made to this contract for a Participant may vary in amount and frequency and must consist of eligible rollover Contributions made pursuant to Code §§401(a)(31)(B), 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16) during the 12-month period beginning with the date that the first Contribution for the Participant is credited to his Account.]**

[The total amount of such rollover Contributions transferred for the Participant during the 12-month period must at least equal \$50,000, and may not exceed \$1,000,000.]

- (b) **[Notwithstanding any other provisions of this contract, no Contribution will be accepted under a Code §408(p) SIMPLE IRA plan established by a Participant's employer, with the exception that a transfer or rollover of funds attributable to contributions made by a Participant's employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA after the expiration of the 2-year period beginning on the date the Participant first participated in that employer's SIMPLE IRA plan.]**
- (c) Excess Contributions: On receipt of instructions from the Participant, we will withdraw Excess Contributions, plus interest thereon, from his Account and return them to him. Such instructions must state the amount to be returned and certify that such Contributions are Excess Contributions and that such return is permitted by the Code.
- (d) Refunds of Contributions (other than Excess Contributions) will be applied before the close of the calendar year following the year of such refund toward the purchase of additional benefits.

2.2 How Contributions Are Handled: Contributions are credited to the appropriate Contribution-Sources within each Participant Account as the appropriate party directs. A Participant's initial Contribution is allocated to the Participant Account by the second Business Day after we (1) receive the initial Contribution or, if later, (2) receive all data necessary to complete the allocation (including data required to establish the Participant Account and the amount of the Participant's Contribution). Any subsequent Contributions **[made within the 12-month period beginning with the date that the first Contribution for the Participant is credited to his Account]** are allocated to the Participant Account on the Business Day we (1) receive that Contribution or, if later, (2) receive all data necessary to complete the allocation.

If we receive funds which cannot be allocated to a Participant's Account, those funds will be returned to the Participant in their entirety or, at our option, only the unallocable portion will be returned to the Participant, within 5 Business Days.

2.3 Transfers from Other Retirement Programs: If permitted by applicable state and federal law, we may accept, or may initiate the transfer of, amounts transferred from other retirement programs, subject to the provisions of §2.1. Such transferred amounts, as identified to us, are credited as a rollover Contribution under the appropriate Participant Account and are tracked within this contract as required by applicable state and federal law.

SECTION 3 -- OPERATION OF FIXED INTEREST ACCOUNT

- 3.1 Allocations to Participant Accounts: We credit each Participant's Contributions to the FIA based on the information provided by the appropriate party. We credit interest daily from the date of the Contribution to the FIA to the date of withdrawal.
- 3.2 Provision of Guaranteed Rates for Interest Pockets: At least **[10 days]** in advance of each calendar quarter, we will declare a Guaranteed Rate for the Interest Pocket for that quarter. All Contributions hereunder which are allocated to the FIA during that quarter will earn interest at that Guaranteed Rate until **[the first January 1 following the quarter in which that pocket was established. For the calendar year following the quarter in which that pocket was established, the Guaranteed Rate credited shall be the greater of the Guaranteed Rate initially established for that quarterly pocket or the minimum Guaranteed Rate calculated for that calendar year under §3.4. Each quarterly Interest Pocket matures on the second January 1 following the quarter in which that pocket was established.]**
- 3.3 Renewal of Guaranteed Rates: Those quarterly Interest Pockets that mature at the same time will be combined into an annual renewal Interest Pocket. Funds associated with that annual renewal Interest Pocket will earn interest for a full year at the Guaranteed Rate declared for that pocket. A new Guaranteed Rate for each annual renewal Interest Pocket will be declared at least **[30 days]** prior to January 1 of the year in which that pocket is established and prior to January 1 of each of the next 4 years which follow the year in which that pocket was established. An annual renewal Interest Pocket will mature on the fifth anniversary of the date of its establishment, when it will be combined into one annual portfolio Interest Pocket. Funds associated with that annual portfolio Interest Pocket will earn interest for a full year at the Guaranteed Rate for that pocket, which will be declared at least **[30 days]** prior to every January 1.
- 3.4 Minimum Rate Guarantee: An Interest Pocket's Guaranteed Rate may not be less than an annual effective interest rate equal to the average 5-year Constant Maturity Treasury Rate reported by the Federal Reserve for the month of October of the calendar year immediately preceding the calendar year in which the Guaranteed Rate is in effect (rounded to the nearest 0.05%), minus 1.25%. This minimum Guaranteed Rate shall not be less than 1% nor greater than 3%. **[However, prior to January 1, 2015, the minimum Guaranteed Rate shall be 3%.]**
- 3.5 Allocation of Withdrawals: Withdrawals from the FIA are on a first-in/first-out (FIFO) basis.

SECTION 4 - BENEFIT PAYMENTS

4.1 General Withdrawal Provisions:

- (a) Subject to the limitations provided in this Section, the Participant may direct us to withdraw all or a portion of his Withdrawal Value (minus any §6 charges) to provide a single-sum payment to him.

Notwithstanding the previous paragraph, in the first Contract Year in which a Participant Account is established, the Participant may withdraw up to **[10%]** of the sum of his Account Value (determined as of the later of the Contract Date or the Contract Anniversary immediately preceding the request for the withdrawal) plus Contributions made for him during that Contract Year, without application of the Withdrawal Charge. The Participant may also do this in the next succeeding Contract Year. In any subsequent Contract Year, the Participant may withdraw up to **[10%]** of his Account Value (determined as of the Contract Anniversary immediately preceding the request for the withdrawal) without application of the Withdrawal Charge.

- (b) A withdrawal request is effective, and the Withdrawal Value to be applied pursuant to this Section is determined, on the Business Day that we receive a proper withdrawal request (or due proof of death, if received later).
- (c) We reserve the right to defer the payment of amounts withdrawn from the FIA for a period of up to **[6 months]** after we receive the withdrawal request.

4.2 Death Benefits:

- (a) Upon receipt of instructions and of due proof of the Participant's (and, if applicable, the beneficiary's) death prior to the date the Participant Account is closed, we will apply the Participant's Account Value (minus any §6 charges) for the purpose of providing a death benefit. The death benefit will be paid to the Participant's beneficiary according to the method of payment elected by the beneficiary (unless such method of payment was previously elected by the Participant). The Participant's beneficiary may also designate a beneficiary.

- [(b) (1) If the Participant dies before his Annuity Commencement Date, his entire interest will be distributed at least as rapidly as follows:**

- (A) If the designated beneficiary is not the Participant's surviving spouse, the entire interest will be distributed, beginning on or before December 31 of the calendar year immediately following the calendar year in which the Participant died, over the remaining life expectancy of such designated beneficiary. Such life expectancy is determined using the age of the beneficiary as of his birthday in the year following the year of the Participant's death or, if elected, in accordance with Subsection (b)(1)(C) below.**

- (B) If the sole designated beneficiary is the Participant's surviving spouse, the entire interest will be distributed, beginning on or before December 31 of the calendar year immediately following the calendar year in which the Participant died (or by the end of the calendar year in which the Participant would have attained age 70 ½, if later), over such**

spouse's life or, if elected, in accordance with Subsection (b)(1)(C) below. If the surviving spouse dies before required distributions commence to him, the remaining interest will be distributed, beginning on or before December 31 of the calendar year immediately following the calendar year in which the spouse died, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with Subsection (b)(1)(C) below. If the surviving spouse dies after required distributions commence to him, any remaining interest will continue to be distributed under the payment option chosen.

- (C) If there is no designated beneficiary, or if applicable by operation of Subsection (b)(1)(A) or (B) above, the entire interest will be distributed no later than December 31 of the calendar year containing the fifth anniversary of the Participant's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under Subsection (b)(1)(B) above).
 - (D) Life expectancy is determined using the Single Life Table in Q&A-1 of §1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in Subsection (b)(1)(A) or (B) above and reduced by 1 for each subsequent year.
- (2) If the Participant dies on or after his Annuity Commencement Date, any interest remaining under the benefit payment option selected will continue to be distributed under that benefit payment option.
 - (3) The Participant's "interest" includes the amount of any outstanding rollover, transfer, and recharacterization under Q&As-7 and -8 of §1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under this contract, such as guaranteed death benefits.
 - (4) For purposes of Subsection (b)(1) and (2) above, required distributions are considered to commence on the Participant's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under Subsection (b)(1)(B) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of §1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- (c) If the sole designated beneficiary is the Participant's surviving spouse, such spouse may treat the Participant's Account as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a Contribution to this contract, makes a rollover to this contract, or fails to take required distributions as a beneficiary.]

4.3 Distributions Before Death:

- [(a) Notwithstanding any provision of this contract to the contrary, the distribution of the Participant's interest in this contract will be made in accordance with the requirements of Code §408(b)(3) and the regulations issued thereunder. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the Participant's interest in this contract (as determined above under §4.2(b)(3)) must satisfy the requirements of Code §408(a)(6) and the regulations issued thereunder, rather than the requirements of Subsections (b), (c), and (d) below and §4.2 above.**
- (b) The Participant's entire interest will begin to be distributed no later than the first day of April following the calendar year in which the Participant attains age 70 ½ (the "required beginning date") over (1) the life of the Participant or the lives of the Participant and his designated beneficiary or (2) a period certain not extending beyond the life expectancy of the Participant or the joint and last survivor expectancy of the Participant and his designated beneficiary. Payments will be made in periodic payments at intervals of no longer than 1 year, and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of §1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of §1.401(a)(9)-6.**
- (c) The distribution periods described in Subsection (b) above cannot exceed the periods specified in §1.401(a)(9)-6 of the Income Tax Regulations.**
- (d) The first required payment can be made as late as April 1 of the year following the year the Participant attains age 70 ½, and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.]**

SECTION 5 - ANNUITIES

- 5.1 Annuity Purchases: The Participant may withdraw all or a portion of his Withdrawal Value (minus any \$6 charges) to provide an annuity benefit. This Withdrawal Value is applied to purchase the annuity on the last day of the month preceding the Annuity Commencement Date. As of that annuity purchase date, such Participant Account funds are no longer maintained in this contract.

The Participant's annuity purchase request must specify the purpose for the annuity, the election of an annuity option, Annuity Commencement Date, any contingent annuitant or beneficiary, and any additional information we require. If the Participant or any contingent annuitant dies before the Annuity Commencement Date, the annuity election is cancelled.

The minimum amount that the Participant may apply to purchase an annuity is **[the lesser of \$10,000 or the Participant's entire Account Value.]**

- 5.2 Annuity Options: The Participant may elect any optional form of annuity we offer at the time of purchase. Available annuity options always include:

- (a) Life Annuity. A monthly annuity is payable as long as the annuitant lives.
- (a) Survivorship Annuity. A monthly annuity is payable as long as the annuitant lives. After the annuitant's death, all or a portion of the monthly annuity is paid to the contingent annuitant as long as the contingent annuitant lives.
- (c) 10-Year Certain and Life Annuity. A monthly annuity is payable to the annuitant for as long as the annuitant lives. If the annuitant dies before receiving payments for the 10-year certain period, any remaining payments for the balance of the 10-certain period are paid to the annuitant's beneficiary.

If a certain period annuity is available, the certain period may not extend beyond the life expectancy of a Participant or the joint life expectancy of a Participant and any contingent annuitant, as determined on the Annuity Commencement Date.

- 5.3 Determining Annuity Amount: We compute the annuity amount using the factors reflected in the Table of Guaranteed Immediate Annuities attached to this contract. However, if our current single premium, nonparticipating, immediate annuity rates for this class of group annuity contract produce a higher monthly annuity than the Table of Guaranteed Immediate Annuities, then that more favorable annuity rate is applied.
- 5.4 Proof of Age and Survival; Minimum Payments: We may require proof of any annuitant's or contingent annuitant's date of birth before commencing payments under any annuity. We may also require proof that an annuitant or contingent annuitant is living before making any annuity payment. If a monthly annuity is less than our current established minimum payment, we may make payments on a less-frequent basis.
- 5.5 Annuity Certificates: We issue to each person for whom an annuity is purchased a certificate setting forth the annuity's amount and terms.

SECTION 6 - OTHER CONTRACT CHARGES

- 6.1 Participant Account Charge: We deduct an annual Participant Account Charge from each Participant Account on each anniversary of the date that the initial Contribution for the Participant was credited to his Account. This charge shall be equal to an amount of up to the lesser of \$30 or 3% of the Participant's Account Value as of such anniversary date. Alternatively, at our option and only after the first anniversary has elapsed of the date that the initial Contribution for the Participant was credited to his Account, we may deduct a Participant Account Charge per Contract Quarter from each Participant Account of up to the lesser of \$7.50 or 0.750% of the Participant's Account Value as of the last day of each Contract Quarter. This charge is to be prorated among each Contribution-Source utilized under this contract by that Participant Account. If the entire balance of a Participant Account is applied or withdrawn pursuant to the contract before the last day of the applicable annual or quarterly period, the Participant Account Charge attributable to the period of time which has elapsed since the first day of the applicable period in which such application or withdrawal of funds is made will not be deducted from the amount applied or withdrawn.

[There is no such charge for a Participant for the applicable annual or quarterly period in which the Participant's Account Value on the last day of that period is at least \$50,000].

- 6.2 Distribution Fee: We deduct a Distribution Fee of up to \$40 from a Participant's Account if his Account is distributed in a lump-sum or is used to purchase an annuity, if permitted under applicable law, regulations, and rulings.
- 6.3 Taxes: We may deduct charges equal to any premium tax we incur which is directly related to amounts received for the Participant from the balance applied to purchase an annuity, or at such other time as such premium taxes are incurred by us.

SECTION 7 - CONTRACT MODIFICATIONS

- 7.1 **Contract Amendment:** You and we may agree to any change or amendment to this contract without the consent of any other person or entity. This contract cannot be modified or amended, nor can any provision or condition be waived, except by written authorization of a corporate officer of AUL.
- 7.2 **Rates and §6 Charges:** We may announce new Guaranteed Rates, as described in §§3.2 and 3.3 (including the consolidation of existing Interest Pockets). However, as provided in §§3.2 and 3.3, we may not change the declared Guaranteed Rate applicable to an established Interest Pocket during the guaranteed period. We may also modify the charge levels in §6 using the procedures of §7.4.
- 7.3 **Conformance with Law:** We may amend this contract at any time, without your consent, or that of any other person or entity, if the amendment is reasonably needed to comply with, or give you or Participants the benefit of, any provisions of federal or state laws. Any such amendment will be delivered to you prior to its effective date.
- 7.4 **Our Right to Initiate Changes:** In addition to those amendments permitted by §§7.2 and 7.3, we may initiate an additional provision or modification of any other provision of this contract (except for those prohibited amendments listed in §7.5) by giving the appropriate parties **[60 days]** notice of such modification. Any such modification is effective without the affirmative assent of any other person or entity.
- 7.5 **Prohibited Amendments:**
- (a) Notwithstanding our right to initiate changes under §7.4, we may not initiate changes to the minimum rate guarantee provision specified in §3.4, our obligation to set Guaranteed Rates for the period of time specified in §§3.2 and 3.3, or the Table of Guaranteed Immediate Annuities.
 - (b) No modification to this contract may change the terms of a previously purchased annuity or reduce any interest guarantee applicable to Participant Account FIA balances on the modification's effective date.

SECTION 8 - GENERAL PROVISIONS

- 8.1 **Ownership:** You own this contract. No other person or entity has any right, title, or interest in this contract or to amounts received or credited under it until such amounts are made available to them under this contract. All amounts received or credited under this contract become our property. We are obligated to make only the payments or distributions specified in this contract. This contract is established for the exclusive benefit of the Participants and their beneficiaries.
- 8.2 **Entire Contract:** This contract and your application constitute the entire agreement between you and us. We are not a party to, nor bound by, a plan, trust, custodial agreement, or other agreement, or any amendment or modification to any of the same. We are not a fiduciary under this contract or under any such plan, trust, custodial agreement, or other agreement.
- 8.3 **Benefit Determinations:** The Participant shall furnish us whatever information is necessary to establish the eligibility for and amount of annuity or other benefit due. We rely solely on his instructions and certifications with respect to his benefits.
- 8.4 **Termination of Contract:** This contract terminates automatically when no amounts remain in it.
- 8.5 **Representations and Warranties:** You and we mutually represent and warrant, each to the other, that each is fully authorized to enter into this contract and that this contract is a valid and binding obligation and that the execution or performance of this contract does not violate any law, regulation, judgment, or order by which the representing party is bound.
- We do not make any representation or warranty regarding the federal, state, or local tax status of this contract, any Participant Account, or any transaction involving this contract.
- 8.6 **Misstatement of Data:** We may rely on any information you, the Participant's employer, or a Participant furnishes. We need not inquire as to the accuracy or completeness of such information. If any essential data pertaining to any person has been omitted or misstated, including, but not limited to, a misstatement of an annuitant's or contingent annuitant's age, we will make an equitable adjustment to provide the annuity or other benefit determined using correct data.
- 8.7 **Form of Request, Notice, Instruction, or Direction:** When reference is made to you, the Participant's employer, or a Participant making a request or giving notice, instruction, or direction, such request, notice, instruction, or direction must be in writing, or in a form otherwise acceptable to us, and is effective when we receive it.
- 8.8 **Statements and Reports:** Reasonably promptly after the end of each Contract Quarter, we will prepare a statement of the Account Value for each Participant Account that is maintained under this contract. We will also furnish any information concerning required minimum distributions that is required by the Internal Revenue Service.
- 8.9 **Conformity with Law:** Any benefit payable under this contract will not be less than the minimum benefit required by the insurance laws of the state in which the contract is delivered. Language in this contract referring to state or federal tax, securities, or other statutes or rules do not incorporate within this contract any such statutes or rules.
- 8.10 **Gender and Number:** Whenever the context so requires, the plural includes the singular, the singular the plural, and the masculine the feminine.

- 8.11 Facility of Payment: If any Participant, contingent annuitant, or beneficiary is legally incapable of giving a valid receipt for any payment, if no guardian has been appointed, and if we receive a valid power of attorney for such Participant, contingent annuitant, or beneficiary, we may pay the person or persons named in such power of attorney. Any such payment fully discharges us to the extent of such payment.
- 8.12 Acceptance of New Participants or Contributions: We may refuse to accept new Participants at any time. We will not accept new Participants who are age **[75]** and older. We have the right to refuse Contributions as of the last day of the second month following the date that the Participant is notified by us in writing of this refusal.
- 8.13 Our Annual Statement: No provision of this contract controls, determines, or modifies any annual statement made by us to any insurance department, contractholder, regulatory body, or other person. Nor does anything in such annual statement control, determine, or modify the provisions of this contract.
- 8.14 Nonforfeitability and Nontransferability: A Participant's entire Withdrawal Value (minus any \$6 charges) under this contract is nonforfeitable and is nontransferable by the Participant at all times. No sum payable under this contract with respect to a Participant may be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person or entity other than us. In addition, to the extent permitted by law, no such sum shall in any way be subject to legal process requiring the payment of any claim against the payee.
- 8.15 Notice of Annual Meeting of Members: By-law, Art II, Sec. 2: the regular annual meeting of the members of American United Mutual Insurance Holding Company shall be held at its principal place of business on **[the third Thursday in February each year at ten o'clock A.M.]** local time or at such other location, place, or time as may be designated by the Board of Directors. The election of directors shall be held at the annual meeting.

**[TABLE OF GUARANTEED IMMEDIATE ANNUITIES
MONTHLY INCOME PER \$1,000 OF ACCOUNT VALUE**

ADJUSTED AGE	LIFE ANNUITY	10-YEAR CERTAIN AND LIFE ANNUITY
45	2.7498	2.7455
46	2.7986	2.7938
47	2.8498	2.8444
48	2.9036	2.8975
49	2.9602	2.9532
50	3.0197	3.0116
51	3.0823	3.0730
52	3.1483	3.1375
53	3.2178	3.2052
54	3.2913	3.2763
55	3.3690	3.3512
56	3.4511	3.4299
57	3.5381	3.5126
58	3.6301	3.5995
59	3.7273	3.6906
60	3.8300	3.7862
61	3.9387	3.8865
62	4.0536	3.9919
63	4.1751	4.1024
64	4.3037	4.2184
65	4.4397	4.3400
66	4.5837	4.4676
67	4.7365	4.6014
68	4.8992	4.7419
69	5.0735	4.8895
70	5.2610	5.0448
71	5.4635	5.2077
72	5.6823	5.3783
73	5.9180	5.5559
74	6.1718	5.7400
75	6.4456	5.9301

**Adjusted Age = Actual Age at Settlement (in years and completed months) less the following number of months:
[0.6 times (Birth Year - 1915)] rounded to the nearest integer.**

**Guaranteed purchase rates are 100% of the net single premium for the benefit provided based on 85% of the
unprojected 1994 Group Annuity Reserving Table for females with interest at 1.5%.]**

CONTRACT NUMBER **[G XX,XXX]**
CONTRACTHOLDER **[ABC COMPANY]**
PARTICIPANT'S NAME **[JOHN DOE]**
SOCIAL SECURITY NUMBER **[xxx-xxx-6789]**

American United Life Insurance Company (AUL) hereby certifies that the Contractholder and AUL have entered into an Internal Revenue Code §408 Individual Retirement Annuity (IRA) Group Annuity Contract (the Contract), and that AUL has created an account in your name to receive Contributions for your benefit pursuant to the Contract. When used in this Certificate, “we,” “us,” or “our” refer to AUL.

The only parties to the Contract are the Contractholder and AUL. All rights and benefits are determined in accordance with the provisions of the Contract.

Benefits under the Contract will be paid at your direction.

Any amendments to, or changes in, the Contract will be binding and conclusive on you and your beneficiary.

This Certificate is not itself the Contract, but is a certificate of participation in the Contract.

Our mailing address is P.O. Box 368, Indianapolis, Indiana 46206-0368. Our street address is One American Square, Indianapolis, Indiana 46282.

NOTICE OF TEN DAY RIGHT TO EXAMINE CERTIFICATE

Please read this Certificate carefully. You may return this Certificate for any reason within ten days after receiving it. If returned, the Certificate is void from the beginning and any Contributions will be refunded.

AMERICAN UNITED LIFE INSURANCE COMPANY®
By



[Secretary]

Modified Single-Premium Deferred
Traditional Rollover IRA Group Annuity
Current Interest Credited
Nonparticipating

If you have questions concerning this Certificate, or wish to register a complaint, you may reach us by calling **[1-800-261-9618]**.

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TABLE OF GUARANTEED IMMEDIATE ANNUITIES

[16]

SECTION 1 - DEFINITIONS

- 1.1 Your "Account Value" as of a date is your account's balance of funds in the Fixed Interest Account (FIA) on that date. **[An amount equal to 5% of each Contribution made for you during the 12-month period beginning with the date that the first Contribution for you is credited to your Account shall be added to your Account Value as of the date that Contribution is credited to your Account.]**
- 1.2 "Annuity Commencement Date" is the first day of the month an annuity begins under this Certificate. However, amounts allocated to your Account will be distributed or begin to be distributed no later than the date determined under §4.
- 1.3 "Business Day" is any day both the New York Stock Exchange and our Home Office are open for the general conduct of business.
- 1.4 "Code" means the Internal Revenue Code of 1986, as amended, and any applicable regulations or rulings issued thereunder.
- 1.5 The "First Contract Anniversary" is listed on the Contract face page. Subsequent "Contract Anniversaries" are on the same day of each subsequent year.
- 1.6 "Contract Quarter" is each of the four successive three-month periods in a Contract Year.
- 1.7 The first "Contract Year" starts on the Contract Date and ends on the day before the First Contract Anniversary. Each subsequent Contract Year starts on a Contract Anniversary and ends on the day before the next Contract Anniversary.
- 1.8 "Contributions" are funds which can be allocated to your Account according to applicable instructions and which have been paid to us in cash or transferred directly from a prior funding medium **[during the 12-month period beginning with the date that the first Contribution for you is credited to your Account. Contributions to the Contract must consist of funds transferred as part of a transfer eligible for rollover treatment under Code §§401(a)(31)(B), 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16).]** Such transferred funds may be listed under categories other than "Contributions" on annual and quarterly reporting. The legal title to, and ownership of, such amounts is vested solely in you.
- 1.9 A "Contribution-Source" means each type of Contribution.
- 1.10 "Excess Contributions" are Contributions in excess of the applicable Code limits.
- 1.11 "Fixed Interest Account" or "FIA" is the investment described in §3 to which Contributions are allocated for accumulation at the Guaranteed Rates. The FIA monies constitute a portion of our general asset account.
- 1.12 "Guaranteed Rates" are the guaranteed annual effective rates of interest we credit to each Interest Pocket. We credit interest daily to each Interest Pocket. A Guaranteed Rate may be modified only as described in §§3.2 and 3.3. A Guaranteed Rate will never be less than the minimum Guaranteed Rate provided in §3.4.
- 1.13 "Home Office" is our principal office in Indianapolis, Indiana. For anything to be "received by AUL," it must be received at our Home Office.
- 1.14 "Interest Pocket" means a tracking method that associates funds allocated to the FIA over a specific time period with a specific Guaranteed Rate, as described in §3. After the guaranteed period provided

in §3.2 has elapsed, we may consolidate two or more Interest Pockets in conjunction with the announcement of new Guaranteed Rates.

- 1.15 "Participant" is any person that has a Participant Account. We may establish underwriting limits at any time to be applied to any person seeking initial participation in the Contract.
- 1.16 "Participant Account" is an account under the Contract for each Participant. Each Contribution-Source is tracked separately within your Participant Account. We credit Contributions to Participant Accounts and Contribution-Sources as the appropriate party directs.
- 1.17 The "Withdrawal Charge" is a percentage of the Account Value withdrawn under the Contract. The Withdrawal Charge will not apply to Account Values withdrawn to provide death benefits as described in §4.2. **[The percentage varies as follows by the year in which the withdrawal is made, measured from the date that the first Contribution for you is credited to your Account.**

<u>Year</u>	<u>Percentage</u>
1	7
2	6
3	5
4	4
5	3
6	2
Thereafter	0]

- 1.18 "Withdrawal Value" is your Account Value, less any Withdrawal Charge.

SECTION 2 - ADMINISTRATION OF YOUR ACCOUNT

2.1 Amount of Contributions:

- (a) **[Contributions made to the Contract for you may vary in amount and frequency and must consist of eligible rollover Contributions made pursuant to Code §§401(a)(31)(B), 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16) during the 12-month period beginning with the date that the first Contribution for you is credited to your Account.]**

[The total amount of such rollover Contributions transferred for you during the 12-month period must at least equal \$50,000, and may not exceed \$1,000,000.]

- (b) **[Notwithstanding any other provisions of this Certificate, no Contribution will be accepted under a Code §408(p) SIMPLE IRA plan established by your employer, with the exception that a transfer or rollover of funds attributable to contributions made by your employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA after the expiration of the 2-year period beginning on the date that you first participated in that employer's SIMPLE IRA plan.]**

- (c) Excess Contributions: On receipt of your instructions, we will withdraw Excess Contributions, **plus interest thereon**, from your Account and return them to you. Such instructions must state the amount to be returned and certify that such Contributions are Excess Contributions and that such return is permitted by the Code.

- (d) Refunds of Contributions (other than Excess Contributions) will be applied before the close of the calendar year following the year of such refund toward the purchase of additional benefits.

2.2 How Contributions Are Handled: Contributions are credited to the appropriate Contribution-Sources within your Account as the appropriate party directs. The initial Contribution for you is allocated to your Account by the second Business Day after we (1) receive the initial Contribution or, if later, (2) receive all data necessary to complete the allocation (including data required to establish your Account and the amount of your Contribution). Any subsequent Contributions **[made within the 12-month period beginning with the date that the first Contribution for you is credited to your Account]** are allocated to your Account on the Business Day we (1) receive that Contribution or, if later, (2) receive all data necessary to complete the allocation.

If we receive funds which cannot be allocated to your Account, those funds will be returned to you in their entirety or, at our option, only the unallocable portion will be returned to you, within 5 Business Days.

2.3 Transfers from Other Retirement Programs: If permitted by applicable state and federal law, we may accept, or may initiate the transfer of, amounts transferred from other retirement programs, subject to the provisions of §2.1. Such transferred amounts, as identified to us, are credited as a rollover Contribution under your Account and are tracked within the Contract as required by applicable state and federal law.

SECTION 3 -- OPERATION OF FIXED INTEREST ACCOUNT

- 3.1 Allocations to Your Account: We credit Contributions for you to the FIA based on the information provided by the appropriate party. We credit interest daily from the date of the Contribution to the FIA to the date of withdrawal.
- 3.2 Provision of Guaranteed Rates for Interest Pockets: At least **[10 days]** in advance of each calendar quarter, we will declare a Guaranteed Rate for the Interest Pocket for that quarter. All Contributions hereunder which are allocated to the FIA during that quarter will earn interest at that Guaranteed Rate until **[the first January 1 following the quarter in which that pocket was established. For the calendar year following the quarter in which that pocket was established, the Guaranteed Rate credited shall be the greater of the Guaranteed Rate initially established for that quarterly pocket or the minimum Guaranteed Rate calculated for that calendar year under §3.4. Each quarterly Interest Pocket matures on the second January 1 following the quarter in which that pocket was established.]**
- 3.3 Renewal of Guaranteed Rates: Those quarterly Interest Pockets that mature at the same time will be combined into an annual renewal Interest Pocket. Funds associated with that annual renewal Interest Pocket will earn interest for a full year at the Guaranteed Rate declared for that pocket. A new Guaranteed Rate for each annual renewal Interest Pocket will be declared at least **[30 days]** prior to January 1 of the year in which that pocket is established and prior to January 1 of each of the next 4 years which follow the year in which that pocket was established. An annual renewal Interest Pocket will mature on the fifth anniversary of the date of its establishment, when it will be combined into one annual portfolio Interest Pocket. Funds associated with that annual portfolio Interest Pocket will earn interest for a full year at the Guaranteed Rate for that pocket, which will be declared at least **[30 days]** prior to every January 1.
- 3.4 Minimum Rate Guarantee: An Interest Pocket's Guaranteed Rate may not be less than an annual effective interest rate equal to **the** average 5-year Constant Maturity Treasury Rate reported by the Federal Reserve for the month of October of the calendar year immediately preceding the calendar year in which the Guaranteed Rate is in effect (rounded to the nearest 0.05%), minus 1.25%. This minimum Guaranteed Rate shall not be less than 1% nor greater than 3%. **[However, prior to January 1, 2015, the minimum Guaranteed Rate shall be 3%.]**
- 3.5 Allocation of Withdrawals: Withdrawals from the FIA are on a first-in/first-out (FIFO) basis.

SECTION 4 - BENEFIT PAYMENTS

4.1 General Withdrawal Provisions:

- (a) Subject to the limitations provided in this Section, you may direct us to withdraw all or a portion of your Withdrawal Value (minus any §6 charges) to provide a single-sum payment to you.

[Notwithstanding the previous paragraph, in the first Contract Year in which your Account is established, you may withdraw up to **[10%]** of the sum of your Account Value (determined as of the later of the Contract Date or the Contract Anniversary immediately preceding the request for the withdrawal) plus Contributions made for you during that Contract Year, without application of the Withdrawal Charge. You may also do this in the next succeeding Contract Year. In any subsequent Contract Year, you may withdraw up to **[10%]** of your Account Value (determined as of the Contract Anniversary immediately preceding the request for the withdrawal) without application of the Withdrawal Charge.]

- (b) A withdrawal request is effective, and the Withdrawal Value to be applied pursuant to this Section is determined, on the Business Day that we receive a proper withdrawal request (or due proof of death, if received later).
- (c) We reserve the right to defer the payment of amounts withdrawn from the FIA for a period of up to **[6 months]** after we receive the withdrawal request.

4.2 Death Benefits:

- (a) Upon receipt of instructions and of due proof of your (and, if applicable, your beneficiary's) death prior to the date your Account is closed, we will apply your **[Account Value]** (minus any §6 charges) for the purpose of providing a death benefit. The death benefit will be paid to your beneficiary according to the method of payment elected by your beneficiary (unless you previously elected such method of payment). Your beneficiary may also designate a beneficiary.

- (b) (1) If you die before your Annuity Commencement Date, your entire interest will be distributed at least as rapidly as follows:**

(A) If your designated beneficiary is not your surviving spouse, your entire interest will be distributed, beginning on or before December 31 of the calendar year immediately following the calendar year in which you died, over the remaining life expectancy of your designated beneficiary. Such life expectancy is determined using the age of your beneficiary as of his or her birthday in the year following the year of your death or, if elected, in accordance with Subsection (b)(1)(C) below.

(B) If your sole designated beneficiary is your surviving spouse, your entire interest will be distributed, beginning on or before December 31 of the calendar year immediately following the calendar year in which you died (or by the end of the calendar year in which you would have attained age 70 ½, if later), over your spouse's life or, if elected, in accordance with Subsection (b)(1)(C) below. If your surviving spouse

dies before required distributions commence to him or her, the remaining interest will be distributed, beginning on or before December 31 of the calendar year immediately following the calendar year in which your spouse died, over your spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of your spouse, or, if elected, will be distributed in accordance with Subsection (b)(1)(C) below. If your surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the payment option chosen.

- (C) If there is no designated beneficiary, or if applicable by operation of Subsection (b)(1)(A) or (B) above, your entire interest will be distributed no later than December 31 of the calendar year containing the fifth anniversary of your death (or of your spouse's death in the case of your surviving spouse's death before distributions are required to begin under Subsection (b)(1)(B) above).
 - (D) Life expectancy is determined using the Single Life Table in Q&A-1 of §1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to your surviving spouse as your sole designated beneficiary, your spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to your spouse's age in that year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to your beneficiary's age in that year specified in Subsection (b)(1)(A) or (B) above and reduced by 1 for each subsequent year.
- (2) If you die on or after your Annuity Commencement Date, any interest remaining under the benefit payment option selected will continue to be distributed under that benefit payment option.
 - (3) Your "interest" includes the amount of any outstanding rollover, transfer, and recharacterization under Q&As-7 and -8 of §1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under this Certificate, such as guaranteed death benefits.
 - (4) For purposes of Subsection (b)(1) and (2) above, required distributions are considered to commence on your required beginning date or, if applicable, on the date distributions are required to begin to your surviving spouse under Subsection (b)(1)(B) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of §1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- (c) If your sole designated beneficiary is your surviving spouse, your spouse may treat your Account as his or her own IRA. This election will be deemed to have been made if your surviving spouse makes a Contribution to the Contract, makes a rollover to the Contract, or fails to take required distributions as a beneficiary.]

4.3 Distributions Before Death:

- [(a) Notwithstanding any provision of this Certificate to the contrary, the distribution of your interest in the Contract will be made in accordance with the requirements of Code §408(b)(3) and the regulations issued thereunder. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of your interest in the Contract (as determined above under §4.2(b)(3)) must satisfy the requirements of Code §408(a)(6) and the regulations issued thereunder, rather than the requirements of Subsections (b), (c), and (d) below and §4.2 above.**
- (b) Your entire interest will begin to be distributed no later than the first day of April following the calendar year in which you attain age 70 ½ (the “required beginning date”) over (1) your life or the lives of you and your designated beneficiary or (2) a period certain not extending beyond your life expectancy or the joint and last survivor expectancy of you and your designated beneficiary. Payments will be made in periodic payments at intervals of no longer than 1 year, and must be either nonincreasing or they may increase only as provided in Q&As-1 and –4 of §1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of §1.401(a)(9)-6.**
- (c) The distribution periods described in Subsection (b) above cannot exceed the periods specified in §1.401(a)(9)-6 of the Income Tax Regulations.**
- (d) The first required payment can be made as late as April 1 of the year following the year in which you attain age 70 ½, and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.]**

SECTION 5 - ANNUITIES

- 5.1 Annuity Purchases: You may withdraw all or a portion of your Withdrawal Value (minus any \$6 charges) to provide an annuity benefit. Your Withdrawal Value is applied to purchase the annuity on the last day of the month preceding your Annuity Commencement Date. As of that annuity purchase date, your Account funds are no longer maintained in the Contract.

Your annuity purchase request must specify the purpose for the annuity, the election of an annuity option, Annuity Commencement Date, any contingent annuitant or beneficiary, and any additional information we require. If you or any contingent annuitant dies before your Annuity Commencement Date, the annuity election is cancelled.

The minimum amount that the Participant may apply to purchase an annuity is **[the lesser of \$10,000 or the Participant's entire Account Value.]**

- 5.2 Annuity Options: You may elect any optional form of annuity we offer at the time of purchase. Available annuity options always include:
- (a) Life Annuity. A monthly annuity is payable as long as the annuitant lives.
 - (a) Survivorship Annuity. A monthly annuity is payable as long as the annuitant lives. After the annuitant's death, all or a portion of the monthly annuity is paid to the contingent annuitant as long as the contingent annuitant lives.
 - (c) 10-Year Certain and Life Annuity. A monthly annuity is payable to the annuitant for as long as the annuitant lives. If the annuitant dies before receiving payments for the 10-year certain period, any remaining payments for the balance of the 10-certain period are paid to the annuitant's beneficiary.

If a certain period annuity is available, the certain period may not extend beyond your life expectancy or the joint life expectancy of you and any contingent annuitant, as determined on your Annuity Commencement Date.

- 5.3 Determining Annuity Amount: We compute the annuity amount using the factors reflected in the Table of Guaranteed Immediate Annuities attached to this Certificate. However, if our current single premium, nonparticipating, immediate annuity rates for this class of group annuity Contract produce a higher monthly annuity than the Table of Guaranteed Immediate Annuities, then that more favorable annuity rate is applied.
- 5.4 Proof of Age and Survival; Minimum Payments: We may require proof of any annuitant's or contingent annuitant's date of birth before commencing payments under any annuity. We may also require proof that an annuitant or contingent annuitant is living before making any annuity payment. If a monthly annuity is less than our current established minimum payment, we may make payments on a less-frequent basis.
- 5.5 Annuity Certificates: We issue to each person for whom an annuity is purchased a certificate setting forth the annuity's amount and terms.

SECTION 6 - OTHER CONTRACT CHARGES

- 6.1 Participant Account Charge: We deduct an annual Participant Account Charge from your Account on each anniversary of the date that the initial Contribution for you was credited to your Account. This charge shall be equal to an amount of up to the lesser of \$30 or 3% of your Account Value as of such anniversary date. Alternatively, at our option and only after the first anniversary has elapsed of the date that the initial Contribution for you was credited to your Account, we may deduct a Participant Account Charge per Contract Quarter from your Account of up to the lesser of \$7.50 or 0.750% of your Account Value as of the last day of each Contract Quarter. This charge is to be prorated among each Contribution-Source utilized by you under this contract. If the entire balance of your Account is applied or withdrawn pursuant to the contract before the last day of the applicable annual or quarterly period, the Participant Account Charge attributable to the period of time which has elapsed since the first day of the applicable period in which such application or withdrawal of funds is made will not be deducted from the amount applied or withdrawn.

[There is no such charge for the applicable annual or quarterly period in which your Account Value on the last day of that period is at least \$50,000].

- 6.2 Distribution Fee: We deduct a Distribution Fee of up to \$40 from your Account if your Account is distributed in a lump-sum or is used to purchase an annuity, if permitted under applicable law, regulations, and rulings.
- 6.3 Taxes: We may deduct charges equal to any premium tax we incur which is directly related to amounts received for you from the balance applied to purchase an annuity, or at such other time as such premium taxes are incurred by us.

SECTION 7 - CONTRACT MODIFICATIONS

- 7.1 **Contract Amendment:** The Contractholder and we may agree to any change or amendment to the Contract without the consent of any other person or entity. The Contract cannot be modified or amended, nor can any provision or condition be waived, except by written authorization of a corporate officer of AUL.
- 7.2 **Rates and §6 Charges:** We may announce new Guaranteed Rates, as described in §§3.2 and 3.3 (including the consolidation of existing Interest Pockets). However, as provided in §§3.2 and 3.3, we may not change the declared Guaranteed Rate applicable to an established Interest Pocket during the guaranteed period. We may also modify the charge levels in §6 using the procedures of §7.4.
- 7.3 **Conformance with Law:** We may amend the Contract at any time, without the Contractholder's or your consent, or that of any other person or entity, if the amendment is reasonably needed to comply with, or give the Contractholder or you the benefit of, any provisions of federal or state laws. Any such amendment will be delivered to the Contractholder prior to its effective date.
- 7.4 **Our Right to Initiate Changes:** In addition to those amendments permitted by §§7.2 and 7.3, we may initiate an additional provision or modification of any other provision of the Contract (except for those prohibited amendments listed in §7.5) by giving the appropriate parties **[60 days]** notice of such modification. Any such modification is effective without the affirmative assent of any other person or entity.
- 7.5 **Prohibited Amendments:**
- (a) Notwithstanding our right to initiate changes under §7.4, we may not initiate changes to the minimum rate guarantee provision specified in §3.4, our obligation to set Guaranteed Rates for the period of time specified in §§3.2 and 3.3, or the Table of Guaranteed Immediate Annuities.
 - (b) No modification to the Contract may change the terms of a previously purchased annuity or reduce any interest guarantee applicable to your Account's FIA balances on the modification's effective date.

SECTION 8 - GENERAL PROVISIONS

- 8.1 **Ownership:** The Contractholder owns the Contract. No other person or entity has any right, title, or interest in the Contract or to amounts received or credited under it until such amounts are made available to them under the Contract. All amounts received or credited under the Contract become our property. We are obligated to make only the payments or distributions specified in the Contract. The Contract is established for the exclusive benefit of the Participants and their beneficiaries.
- 8.2 **Entire Contract:** The Contract and the Contractholder's application constitute the entire agreement between the Contractholder and us. We are not a party to, nor bound by, a plan, trust, custodial agreement, or other agreement, or any amendment or modification to any of the same. We are not a fiduciary under the Contract or under any such plan, trust, custodial agreement, or other agreement.
- 8.3 **Benefit Determinations:** You shall furnish us whatever information is necessary to establish the eligibility for and amount of annuity or other benefit due. We rely solely on your instructions and certifications with respect to your benefits.
- 8.4 **Termination of Contract:** The Contract terminates automatically when no amounts remain in it.
- 8.5 **Representations and Warranties:** The Contractholder and we mutually represent and warrant, each to the other, that each is fully authorized to enter into the Contract and that the Contract is a valid and binding obligation and that the execution or performance of the Contract does not violate any law, regulation, judgment, or order by which the representing party is bound.
- We do not make any representation or warranty regarding the federal, state, or local tax status of the Contract, any Participant Account, or any transaction involving the Contract.
- 8.6 **Misstatement of Data:** We may rely on any information you, your employer, or the Contractholder furnishes. We need not inquire as to the accuracy or completeness of such information. If any essential data pertaining to any person has been omitted or misstated, including, but not limited to, a misstatement of an annuitant's or contingent annuitant's age, we will make an equitable adjustment to provide the annuity or other benefit determined using correct data.
- 8.7 **Form of Request, Notice, Instruction, or Direction:** When reference is made to you, your employer, or the Contractholder making a request or giving notice, instruction, or direction, such request, notice, instruction, or direction must be in writing, or in a form otherwise acceptable to us, and is effective when we receive it.
- 8.8 **Statements and Reports:** Reasonably promptly after the end of each Contract Quarter, we will prepare a statement of your Account Value that is maintained under the Contract. We will also furnish any information concerning required minimum distributions that is required by the Internal Revenue Service.
- 8.9 **Conformity with Law:** Any benefit payable under the Contract will not be less than the minimum benefit required by the insurance laws of the state in which the Contract is delivered. Language in the Contract referring to state or federal tax, securities, or other statutes or rules do not incorporate within the Contract any such statutes or rules.
- 8.10 **Gender and Number:** Whenever the context so requires, the plural includes the singular, the singular the plural, and the masculine the feminine.

- 8.11 Facility of Payment: If you or any contingent annuitant or beneficiary is legally incapable of giving a valid receipt for any payment, if no guardian has been appointed, and if we receive a valid power of attorney for you or such contingent annuitant or beneficiary, we may pay the person or persons named in such power of attorney. Any such payment fully discharges us to the extent of such payment.
- 8.12 Acceptance of New Contributions: We have the right to refuse Contributions as of the last day of the second month following the date that you are notified by us in writing of this refusal.
- 8.13 Our Annual Statement: No provision of the Contract or this Certificate controls, determines, or modifies any annual statement made by us to any insurance department, Contractholder, regulatory body, or other person. Nor does anything in such annual statement control, determine, or modify the provisions of the Contract or this Certificate.
- 8.14 Nonforfeitability and Nontransferability: Your entire Withdrawal Value (minus any §6 charges) under the Contract is nonforfeitable and is nontransferable by you at all times. No sum payable to you under the Contract may be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person or entity other than us. In addition, to the extent permitted by law, no such sum shall in any way be subject to legal process requiring the payment of any claim against the payee.
- 8.15 Notice of Annual Meeting of Members: By-law, Art II, Sec. 2: the regular annual meeting of the members of American United Mutual Insurance Holding Company shall be held at its principal place of business on **[the third Thursday in February each year at ten o'clock A.M.]** local time or at such other location, place, or time as may be designated by the Board of Directors. The election of directors shall be held at the annual meeting.

**[TABLE OF GUARANTEED IMMEDIATE ANNUITIES
MONTHLY INCOME PER \$1,000 OF ACCOUNT VALUE**

ADJUSTED AGE	LIFE ANNUITY	10-YEAR CERTAIN AND LIFE ANNUITY
45	2.7498	2.7455
46	2.7986	2.7938
47	2.8498	2.8444
48	2.9036	2.8975
49	2.9602	2.9532
50	3.0197	3.0116
51	3.0823	3.0730
52	3.1483	3.1375
53	3.2178	3.2052
54	3.2913	3.2763
55	3.3690	3.3512
56	3.4511	3.4299
57	3.5381	3.5126
58	3.6301	3.5995
59	3.7273	3.6906
60	3.8300	3.7862
61	3.9387	3.8865
62	4.0536	3.9919
63	4.1751	4.1024
64	4.3037	4.2184
65	4.4397	4.3400
66	4.5837	4.4676
67	4.7365	4.6014
68	4.8992	4.7419
69	5.0735	4.8895
70	5.2610	5.0448
71	5.4635	5.2077
72	5.6823	5.3783
73	5.9180	5.5559
74	6.1718	5.7400
75	6.4456	5.9301

**Adjusted Age = Actual Age at Settlement (in years and completed months) less the following number of months:
[0.6 times (Birth Year - 1915)] rounded to the nearest integer.**

**Guaranteed purchase rates are 100% of the net single premium for the benefit provided based on 85% of the
unprojected 1994 Group Annuity Reserving Table for females with interest at 1.5%.]**

**APPLICATION TO THE AMERICAN UNITED LIFE INSURANCE COMPANY
FOR A GROUP ANNUITY CONTRACT**

ABC Company

(hereinafter called the Applicant)

hereby applies for Group Annuity Contract Number **GA XX,XXX**.

This application is made a part of the said contract, which is hereby approved and its provisions and conditions accepted.

This application is executed in duplicate, one counterpart being attached to said contract and the other being returned to American United Life Insurance Company.

It is agreed that this application supersedes any previous application for said contract.

Dated at _____ on _____,

Signature of Applicant **ABC Company**

(Soliciting Agent)

By _____

(Signature and Title)

REFERENCE ONLY

THIS FORM
PREVIOUSLY
APPROVED BY YOUR
OFFICE.

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 is guilty of a crime and may be subject to civil fines and criminal penalties.

P-11104

**APPLICATION TO THE AMERICAN UNITED LIFE INSURANCE COMPANY
FOR A GROUP ANNUITY CONTRACT**

ABC Company

(hereinafter called the Applicant)

hereby applies for Group Annuity Contract Number **GA XX,XXX**.

This application is made a part of the said contract, which is hereby approved and its provisions and conditions accepted.

This application is executed in duplicate, one counterpart being attached to said contract and the other being returned to American United Life Insurance Company.

It is agreed that this application supersedes any previous application for said contract.

Dated at _____ on _____,

Signature of Applicant **ABC Company**

(Soliciting Agent)

By _____

(Signature and Title)

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 is guilty of a crime and may be subject to civil fines and criminal penalties.

P-11104



May 12, 2009

Arkansas Department of Insurance/Policy Forms Filings
1200 West Third Street
Little Rock, AR 72201-1904

Re: American United Life Insurance Company (AUL)

AUL's NAIC #60895 and FEIN #35-0145825

- (1) Form IRA.SPFIAonly-K.KM, Traditional Rollover IRA Group Annuity Contract**
- (2) Form IRA.SPFIAonly-C.KM, Traditional Rollover IRA Group Annuity Certificate**

Dear Sir or Madam:

The enclosed forms listed above are being submitted for filing and approval. These forms are new and not replacing any form currently in use in your state. We are submitting the forms in "John Doe" fashion, with any variable information displayed in bold-face type within brackets.

Item (1), Form *IRA.SPFIAonly-K.KM*, is a group Traditional Rollover Individual Retirement Annuity (IRA) modified single premium deferred annuity contract. The contract will be marketed as an individual retirement annuity under Internal Revenue Code (IRC) Section 408 to qualified employer/employee groups. Participants in this contract are those individuals who are eligible under the Internal Revenue Code to roll over funds to a Code §408 IRA. A participant account will be established for each person who participates in this group annuity contract. All contributions will be deposited into a Fixed Interest Account that is part of AUL's general account. This contract contains an indexed minimum interest rate provision, which is based on the NAIC Model Standard Nonforfeiture Law for Individual Deferred Annuities (SNFLIDA).

Item (2), *IRA.SPFIAonly-C.KM*, is a certificate to be issued to each participant in an Item (1) contract.

The application to be used with this contract will be Form P-11104, which was approved by your office on April 17, 2000. A copy of the application has been included with this filing.

American United Life has reviewed the forms and believes, to the best of its knowledge, that the forms are both consistent with the laws and regulations of the state of filing and in compliance with those laws and regulations. The forms contain no unusual or possibly controversial items deviating from normal company or industry standards.

An Actuarial Memorandum has been included with this filing.

If there are any questions, please let me know. We look forward to receiving your response. Thank you for your assistance with this filing.

Sincerely,

Nelvia Washington, FLMI, ACS, AIRC, CCP
Senior Contract Analyst
Corporate Compliance & Market Conduct

E-mail: productcompliance.corporatecompliance@oneamerica.com

Tele: 1-877-285-7660 (ext 1550) Fax: 1-317-285-5510

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