

SERFF Tracking Number: CUNA-126128241 State: Arkansas  
 Filing Company: CUNA Mutual Insurance Society State Tracking Number: 42266  
 Company Tracking Number: 2009-SPDA ET AL  
 TOI: A021 Individual Annuities- Deferred Non- Variable Sub-TOI: A021.004 Modified Single Premium  
 Product Name: MEMBERS Focus Fixed Annuity  
 Project Name/Number: MEMBERS Focus Fixed Annuity/

## Filing at a Glance

Company: CUNA Mutual Insurance Society

Product Name: MEMBERS Focus Fixed Annuity SERFF Tr Num: CUNA-126128241 State: Arkansas

TOI: A021 Individual Annuities- Deferred Non- Variable SERFF Status: Closed-Approved- Closed State Tr Num: 42266

Sub-TOI: A021.004 Modified Single Premium Co Tr Num: 2009-SPDA ET AL State Status: Approved-Closed  
 Filing Type: Form Reviewer(s): Linda Bird

Authors: Kari Hamrick, Kathy Disposition Date: 05/11/2009

Strauser, Carma Bouska, Kimberly Steggall

Date Submitted: 05/01/2009 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

State Filing Description:

Implementation Date:

## General Information

Project Name: MEMBERS Focus Fixed Annuity

Project Number:

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 05/11/2009

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 05/01/2009

Domicile Status Comments:

Market Type: Individual

Group Market Size:

Group Market Type:

Explanation for Other Group Market Type:

State Status Changed: 05/11/2009

Created By: Carma Bouska

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Kimberly Steggall

Filing Description:

The forms of this filing are being submitted for your review and approval. They are in final print with the exception of ink, font style, paper stock and logo.

This submission contains no unusual or controversial items from normal company or industry standards.

*SERFF Tracking Number:* CUNA-126128241      *State:* Arkansas  
*Filing Company:* CUNA Mutual Insurance Society      *State Tracking Number:* 42266  
*Company Tracking Number:* 2009-SPDA ET AL  
*TOI:* A021 Individual Annuities- Deferred Non-      *Sub-TOI:* A021.004 Modified Single Premium  
Variable  
*Product Name:* MEMBERS Focus Fixed Annuity  
*Project Name/Number:* MEMBERS Focus Fixed Annuity/

Form 2009-SPDA, Modified Single Premium Deferred Annuity, is a new form and will not replace an existing form. It may be issued from ages 0-90 for a minimum purchase payment of \$25,000. This product will be marketed as a retirement savings vehicle on a qualified or non-qualified basis via face-to-face representatives, although our call marketing area may be involved for in-bound calls. There is a choice of guarantee rate periods of 4, 5 and 6 years, each offered by a separate Data Page form as described below. Interest is guaranteed for the duration of the guarantee rate period selected. At the end of the guarantee rate period, interest will be declared and guaranteed for one-year periods. Interest credited will never be less than minimum guaranteed interest rate (calculated on a calendar-quarter basis not to be less than 1% or greater than 3%). The minimum guaranteed interest rate is equal to the minimum nonforfeiture rate. A surrender charge is applicable during the first 6 contract years for contract value withdrawn during a contract year in excess of 10%, regardless of the guarantee rate period selected. This form contains a Confinement and Terminal Illness Withdrawal Privilege provision.

Form 2009-DP-4, Data Page, is the data page that will be used with Form 2009-SPDA to provide a 4-year guarantee rate period.

Form 2009-DP-5, Data Page, is the data page that will be used with Form 2009-SPDA to provide a 5-year guarantee rate period.

Form 2009-DP-6, Data Page, is the data page that will be used with Form 2009-SPDA to provide a 6-year guarantee rate period.

Form 2009-IO, Additional Income Option Endorsement, is a new form and will not replace an existing form. It will be used with contract form 2009-SPDA to make available inflation-adjusted income payment options. This form will be automatically added to the contract at the time of issue. There is no charge for this benefit.

Form SPDAAPP-2009, Individual Deferred Fixed Annuity Application, is the application that will be used to issue this product. It will also be used with base form 2002-SPDA, Single Premium Deferred Annuity, previously approved by the Department on February 14, 2002. Upon approval, this application form will be printed via paper application packages and will be made available through a secured site on the internet where agents and home office personnel will have the option to complete fields within the application on-line. As fields are completed, sections may be expanded to accommodate information applicable to each section. The form will then be printed on paper and a wet signature obtained. When technology permits, the process may include electronic signature capabilities.

These forms were written to be readable and easily understood by insureds. They were combined to achieve a flesch score of 51.5.

Thank you for your review of this submission.



SERFF Tracking Number: CUNA-126128241 State: Arkansas  
Filing Company: CUNA Mutual Insurance Society State Tracking Number: 42266  
Company Tracking Number: 2009-SPDA ET AL  
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium  
Variable  
Product Name: MEMBERS Focus Fixed Annuity  
Project Name/Number: MEMBERS Focus Fixed Annuity/

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	05/11/2009	05/11/2009

*SERFF Tracking Number:* CUNA-126128241      *State:* Arkansas  
*Filing Company:* CUNA Mutual Insurance Society      *State Tracking Number:* 42266  
*Company Tracking Number:* 2009-SPDA ET AL  
*TOI:* A021 Individual Annuities- Deferred Non-      *Sub-TOI:* A021.004 Modified Single Premium  
Variable  
*Product Name:* MEMBERS Focus Fixed Annuity  
*Project Name/Number:* MEMBERS Focus Fixed Annuity/

## **Disposition**

Disposition Date: 05/11/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: CUNA-126128241 State: Arkansas  
 Filing Company: CUNA Mutual Insurance Society State Tracking Number: 42266  
 Company Tracking Number: 2009-SPDA ET AL  
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium  
 Variable  
 Product Name: MEMBERS Focus Fixed Annuity  
 Project Name/Number: MEMBERS Focus Fixed Annuity/

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Yes	Yes
Supporting Document	Application	Yes	Yes
Supporting Document	Life & Annuity - Acturial Memo	No	No
Supporting Document	Statement of Variables	Yes	Yes
Form	Modified Single Premium Deferred Annuity	Yes	Yes
Form	Data Page	Yes	Yes
Form	Data Page	Yes	Yes
Form	Data Page	Yes	Yes
Form	Additional Income Option Endorsement	Yes	Yes
Form	Individual Deferred Fixed Annuity Application	Yes	Yes

SERFF Tracking Number: CUNA-126128241 State: Arkansas  
 Filing Company: CUNA Mutual Insurance Society State Tracking Number: 42266  
 Company Tracking Number: 2009-SPDA ET AL  
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium  
 Variable  
 Product Name: MEMBERS Focus Fixed Annuity  
 Project Name/Number: MEMBERS Focus Fixed Annuity/

## Form Schedule

### Lead Form Number: 2009-SPDA

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	2009-SPDA	Policy/Cont Modified Single ract/Fratern Premium Deferred al Annuity Certificate	Initial		51.500	2009- SPDA.pdf
	2009-DP-4	Data/DeclarData Page ation Pages	Initial		51.500	2009-DP- 4.pdf
	2009-DP-5	Data/DeclarData Page ation Pages	Initial		51.500	2009-DP- 5.pdf
	2009-DP-6	Data/DeclarData Page ation Pages	Initial		51.500	2009-DP- 6.pdf
	2009-IO	Policy/Cont Additional Income ract/Fratern Option Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		51.500	2009-IO.pdf
	SPDAAPP- 2009	Application/Individual Deferred Enrollment Fixed Annuity Form Application	Initial		51.500	SPDAAPP- 2009with brackets.pdf

***CUNA Mutual Insurance Society***

2000 Heritage Way  
Waverly, Iowa 50677  
Phone: 1.800.798.6600

## **MODIFIED SINGLE PREMIUM DEFERRED ANNUITY**

[CONTRACT NUMBER: 123456789]

**READ YOUR CONTRACT CAREFULLY.** This is a legal contract between the owner and CUNA Mutual Insurance Society, and hereafter will be referred to as the contract.

This contract is issued to the owner in consideration of the application and the initial purchase payment. CUNA Mutual Insurance Society will pay the benefits of this contract, subject to its terms and conditions. Any values or death benefit provided under the contract are not less than the minimum benefits required by state law in which the contract is delivered.

**Signed for CUNA Mutual Insurance Society, [Waverly, Iowa], on the contract issue date.**

  
President

  
Secretary

**RIGHT TO EXAMINE THIS CONTRACT.** If for any reason you decide not to keep this contract, you have thirty (30) days from the date you receive it to either return it to us or notify us in writing that you do not want to keep it. You may return it to either our administrative office or to the agent who sold it to you. We will consider it void from the beginning and the premium paid, including any fees or charges, will be refunded.

**MODIFIED SINGLE PREMIUM DEFERRED ANNUITY**

Interest Rate Guaranteed for Duration of Guarantee Rate Period  
Confinement/Terminal Illness Privilege Providing Waiver of Surrender Charges  
10% Withdrawal Free of Surrender Charge Each Contract Year  
Death Benefit Upon Death of Annuitant Prior to the Payout Date  
Decreasing Surrender Charge First 6 Years  
Income Payments Starting on the Payout Date  
Participating – Dividends Not Anticipated

---

## **CONTRACT GUIDE AND INDEX**

---

DATA PAGE.....	SECTION 1
DEFINITIONS .....	SECTION 2
PARTIES TO THE CONTRACT .....	SECTION 3
CHANGE OF OWNER, ANNUITANT OR BENEFICIARY .....	SECTION 4
GENERAL INFORMATION .....	SECTION 5
ACCUMULATION PERIOD .....	SECTION 6
PURCHASE PAYMENT.....	SECTION 7
GUARANTEE RATE PERIOD AND INTEREST .....	SECTION 8
YOUR VALUES .....	SECTION 9
WITHDRAWAL PROVISION .....	SECTION 10
CONFINEMENT AND TERMINAL ILLNESS WITHDRAWAL PRIVILEGE.....	SECTION 11
DEATH OF OWNER.....	SECTION 12
DEATH OF ANNUITANT .....	SECTION 13
DIVIDENDS .....	SECTION 14
PAYOUT PERIOD .....	SECTION 15
INCOME PAYMENTS.....	SECTION 16
DEATH DURING THE PAYOUT PERIOD.....	SECTION 17
OPTION TABLES .....	SECTION 18
ADDITIONAL BENEFIT RIDER(S)/ENDORSEMENT(S)	

---

## SECTION 2.

## DEFINITIONS

---

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

**administrative office** – CUNA Mutual Insurance Society, [2000 Heritage Way, Waverly, Iowa, 50677].

**age** – The annuitant's age at issue is his or her age as of their last birthday. The annuitant's age under the contract will be increased by one year on each contract anniversary thereafter.

**contract anniversary** – The same day and month as the contract issue date for each year the contract remains in force.

**contract issue date** – The date that is used to determine contract years and contract anniversaries. The contract issue date is shown on the Data Page.

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

**irrevocable beneficiary** – A beneficiary who has certain rights which cannot be changed unless he or she consents to the change.

**IRC** – The Internal Revenue Code.

**payout date** – The date when income payments will begin, if the annuitant is still living.

**proof of death** – Proof of death satisfactory to us. Such proof may consist of a certified copy of the death certificate of the annuitant, or other lawful evidence providing equivalent information.

**written request** – A signed and dated written notice in a form satisfactory to us.

---

## SECTION 3.

## PARTIES TO THE CONTRACT

---

### 3.1 Who are the parties to the contract?

**company** – CUNA Mutual Insurance Society. Also referred to as “we”, “our” and “us”.

**owner** – The person (or entity) who owns this contract. If there is more than one owner, each owner will be a co-owner of the contract and all references to owner will mean all co-owners. The owner has all rights, title and interest in this contract during the accumulation period while the annuitant is living. The owner may exercise all rights and options stated in this contract, subject to the rights of any collateral assignee and irrevocable beneficiary. The owner is also also referred to as “you” or “your”.

**annuitant** – The natural person(s) whose life (or lives) determines the income payment amount payable under the contract and whose death determines the death benefit. No more than two (2) annuitants may be named. Any provision referring to the death of the annuitant means the last surviving annuitant.

**beneficiary** – The person(s) (or entities) named on your application (unless later changed as described in Section 4.3) to receive proceeds payable due to the death of the annuitant. Prior to the payout date, if no beneficiary survives the annuitant, proceeds will be paid to you, if living, otherwise to your estate.

**payee** – The person(s) receiving income payments. The payee is the owner, unless otherwise designated. Designating a payee other than the owner may result in adverse tax consequences.

---

**SECTION 4. CHANGE OF OWNER, ANNUITANT OR BENEFICIARY**

---

**4.1 Can you change the owner of this contract?**

You may change the owner of this contract by written request while an annuitant is living. The change will take effect as of the date you signed it, unless you specify otherwise. We are not liable for any payment we make or action we take before receiving any such written request in our administrative office.

If there is more than one owner, the written request for change must be signed by all persons named as owner. A request for change must also be signed by any collateral assignee or irrevocable beneficiary.

If this contract is delivered in connection with any tax-qualified plan or arrangement, ownership may not be changed except as permitted under such a plan or arrangement.

A change of ownership may result in adverse tax consequences. Payment of any tax liability due to a change of ownership is your responsibility. You should consult your tax advisor before taking any such action.

**4.2 Can you change an annuitant under this contract?**

If you are a person (not an entity), you may change an annuitant by written request on the payout date. You must name yourself or another owner as annuitant. Such change can only be made on the payout date while an annuitant is alive. There can be no more than two (2) annuitants in total.

If there is more than one owner, the written request for change must be signed by all persons named as owner. A request for change must also be signed by any collateral assignee or irrevocable beneficiary.

**4.3 Can you change the beneficiary of this contract?**

You may change the beneficiary of this contract by written request while the annuitant is living. The change will take effect as of the date you signed it, unless you specify otherwise. We are not liable for any payment we make or action we take before receiving any such written request in our administrative office.

If there is more than one owner, the written request for change must be signed by all persons named as owner. A request for change must also be signed by any collateral assignee or irrevocable beneficiary.

---

**SECTION 5. GENERAL INFORMATION**

---

**5.1 What is the entire contract?**

The contract form, Data Page, any attached rider(s) and/or endorsement(s), and a copy of the application are the entire contract between you and us. The statements contained in the application (in the absence of fraud) are considered representations and not warranties.

No one except one of our officers has the authority to change or waive any of our rights or requirements under this contract. Any change must be in writing and attached to your contract.

**5.2 When does this contract become incontestable?**

This contract is incontestable from its contract issue date.

- 5.3 What if the annuitant's date of birth or gender has been misstated?** If an annuitant's date of birth has been misstated, we will adjust the income payments under this contract to be equal to the payout amount the contract value would have purchased based on the annuitant's correct date of birth. If an annuitant's gender has been misstated and the Type A life income rates apply (see the Data Page, we will adjust the income payments under this contract to be equal to the payout amount the contract value would have purchased based on the annuitant's correct gender. Any underpayment will be added to the next payment. Any overpayment will be subtracted from future payments. Any underpayment or overpayment will include interest at an effective annual rate of 2.00% from the date of the incorrect payment to the date of the adjustment. We reserve the right to waive the interest due on any overpayments.
- 5.4 Will annual reports be sent?** We will send you a report, without charge, at least annually which provides information about your contract. You may request additional reports, without charge, at any time. The reports provided will provide current information as of a date not more than four (4) months prior to the date of mailing.
- Your report will include at least the following information:
- a.) the beginning and end dates for the current report period;
  - b.) your contract value at the beginning and end of the current report period;
  - c.) the amounts that have been credited and debited to your contract value during the current report period, identified by the type of activity the amount represents; and
  - d.) your surrender value at the end of the current report period.
- 5.5 Can this contract be assigned?** You may assign this contract by written request and as permitted by law provided:
- a.) the assignment is in writing on a form acceptable to us;
  - b.) it is signed by you and any irrevocable beneficiaries; and
  - c.) it is received by us at our administrative office.
- The assignment will be effective on the date you signed the written request, unless you specify otherwise. We will not be responsible for any action taken before we record the request or for the validity of any assignment.
- If this contract is delivered in connection with any tax-qualified plan or arrangement, it may not be transferred or assigned except as permitted under such a plan or arrangement. Assignment of this contract may result in adverse tax consequences. Payment of any tax liability due to assignment is your responsibility. You should consult your tax advisor before taking any such action.

---

## **SECTION 6.**

## **ACCUMULATION PERIOD**

---

- 6.1 What is the accumulation period?** The accumulation period is the period of time that: (a) begins on the contract issue date stated on the Data Page; and (b) continues until the payout date, unless the contract is terminated before that date.

---

**SECTION 7.****PURCHASE PAYMENT**

---

- 7.1 What is the initial purchase payment?** Your contract is issued in return for your initial purchase payment for the guarantee rate period selected. Your initial purchase payment is shown on the Data Page.
- 7.2 What are window purchase payments?** Window purchase payments are optional purchase payments that may be made during the window period. Window purchase payments must be received in our administrative office during the window period shown on the Data Page. The total window purchase payments cannot exceed the maximum total window amount shown on the Data Page.

---

**SECTION 8.****GUARANTEE RATE PERIOD AND INTEREST**

---

- 8.1 What is a guarantee rate period and what interest will be credited during the guarantee rate period?** A guarantee rate period is a period of years for which a specified effective annual interest rate(s) is (are) guaranteed. The guarantee rate period you selected is shown on your Data Page. The guaranteed interest rate(s) shown on the Data Page will remain in effect for the duration of the guarantee rate period. Interest will be credited to your initial purchase payment from the interest start date shown on the Data Page. Interest will be credited to window purchase payments, if any, from the date of receipt at our administrative office.

- 8.2 What happens when your guarantee rate period expires?** Once your guarantee rate period expires, interest rates will be guaranteed for a period of one (1) year. We will determine the effective annual interest rate that will be credited for that contract year. If the guarantee rate period you selected is less than 6 years, the interest rate we guarantee for each one (1) year period following the expiration of your guarantee rate period until your 6th contract anniversary will not be less than the minimum guaranteed interest rate and nonforfeiture rate shown on the Data Page. Interest rates will be declared in advance and will never be less than the minimum guaranteed interest rate required by state law in which the contract is delivered.

We will calculate a minimum guaranteed interest rate and nonforfeiture rate each calendar quarter (on each January 1 for the first quarter, April 1 for the second quarter, July 1 for the third quarter, and October 1 for the fourth quarter). Beginning on your 6<sup>th</sup> contract anniversary, the minimum guaranteed interest rate and nonforfeiture rate that applies to your contract will be based on the calendar quarter in which your contract anniversary falls. The minimum guaranteed interest rate and nonforfeiture rate will never be less than the lesser of:

- a.) 3%; or
- b.) the interest rate determined as follows:
  - 1.) the average of the three applicable monthly five-year Constant Maturity Treasury (CMT) rates reported by the Federal Reserve (described below), and rounded to the nearest 0.05%;
  - 2.) minus 1.25%; and
  - 3.) subject to a minimum interest rate of 1.00%.

The three monthly five-year Constant Maturity Treasury rates used in the calculation above are as follows:

- a.) the prior September, October, and November monthly five-year CMT rates will be used to determine the first quarter interest rate that is effective each January 1 ;
- b.) the prior December, January, and February monthly five-year CMT rates will be used to determine the second quarter interest rate that is effective each April 1;
- c.) the prior March, April, and May monthly five-year CMT rates will be used to determine the third quarter interest rate that is effective each July 1; and
- d.) the prior June, July, and August monthly five-year CMT rates will be used to determine the fourth quarter interest rate that is effective each October 1.

---

## **SECTION 9.**

## **YOUR VALUES**

---

### **9.1 What is your contract value?**

Your contract value at any time is equal to:

- a.) your initial purchase payment shown on the Data Page; plus
- b.) any window purchase payments (see Section 7.2); plus
- c.) interest credited; minus
- d.) any partial withdrawals.

### **9.2 What is your surrender value?**

During the first six (6) contract years, your surrender value is equal to:

- a.) the contract value as of the date your written request is received in our administrative office; minus
- b.) any applicable surrender charge. The surrender charge schedule, description of how a surrender charge is calculated and description of the free withdrawal amount is shown on the Data Page.

---

## **SECTION 10.**

## **WITHDRAWAL PROVISION**

---

### **10.1 What are the rules for a partial withdrawal of the surrender value?**

During the accumulation period, you may make two (2) partial withdrawals per contract year by written request. The written consent of any collateral assignee or irrevocable beneficiary must be obtained prior to any partial withdrawal. Partial withdrawals will be effective as of the date we receive your written request in our administrative office. More than two (2) partial withdrawals per contract year may be allowed if you request, in a form acceptable to us, to receive regularly-scheduled partial withdrawals under a systematic withdrawal plan.

The minimum partial withdrawal amount we will process is \$100. If a partial withdrawal would cause the surrender value to be less than \$5,000, we will treat your request as a full surrender.

### **10.2 What are the rules for a full surrender of the contract value?**

You have the right to surrender this contract during the accumulation period or on the payout date by written request. The written consent of any collateral assignee or irrevocable beneficiary must be obtained prior to surrender. You will be paid the surrender value as of the date we received your written request in our administrative office. See Section 9.2.

Upon payment of the surrender value, this contract is terminated and we have no further obligation under this contract. We may require that this contract be returned to our administrative office prior to making payment.

- 10.3 What amount(s) may be withdrawn without incurring a surrender charge?** The following amounts may be withdrawn without incurring a surrender charge:
- a.) your annual free withdrawal amount described on the Data Page; and
  - b.) any amount withdrawn during with your 7th contract year or later.
- 10.4 When will a surrender charge be applied and how is it calculated?** A surrender charge is imposed on withdrawals during the first six (6) contract years. The surrender charge schedule, description of how a surrender charge is calculated and description of the free withdrawal amount is shown on the Data Page.
- Death benefit proceeds, payable upon the death of the annuitant as described in Section 13, are not subject to a surrender charge.
- 10.5 How and when are partial withdrawal amounts or surrender proceeds paid?** Partial withdrawal amounts or surrender proceeds are payable to you in a single sum upon receipt of your written request in our administrative office. Subject to obtaining prior written approval by the state commissioner if required by state law, we reserve the right to postpone payment for up to six (6) months after we receive your written request in our administrative office. We will pay interest on proceeds that are postponed for more than thirty (30) days, if required by state law. Interest, if any, will be calculated at the rate and for the time period required by state law.

---

## SECTION 11.

## CONFINEMENT AND TERMINAL ILLNESS WITHDRAWAL PRIVILEGE

---

**11.1 What is the confinement and terminal illness withdrawal privilege?**

The confinement and terminal illness withdrawal privilege allows you to make one (1) request for either a full surrender or partial withdrawal of your contract value without surrender charges.

To exercise this privilege, you must provide proof satisfactory to us that one (1) of the following qualifying events has occurred after the contract issue date and prior to the payout date:

- a.) **Nursing Home/Hospital Confinement.** An annuitant has been admitted to a nursing home or hospital and has been confined to such nursing home or hospital for at least ninety (90) consecutive days. As proof, we require verification of confinement in the nursing home or hospital. Such verification must be signed by the administrator of the facility.
- b.) **Terminal Illness.** An annuitant has been determined to be terminally ill. Terminally ill means that due to illness or a medical condition, the annuitant's life expectancy is twelve (12) months or less. As proof, we require verification of the terminal illness. Such verification must be signed by the physician making the determination.

Proof must be provided at the time of your request for full surrender or partial withdrawal. If we deny your claim, the surrender or partial withdrawal proceeds will not be disbursed until you are notified of the denial and provided with the opportunity to accept or reject the proceeds, which will be reduced by any surrender charges.

This privilege may be exercised only one (1) time.

---

## SECTION 12.

## DEATH OF OWNER

---

### 12.1 What happens when the owner dies during the accumulation period?

What happens when the owner dies depends on whether or not there is a surviving annuitant and/or surviving owner as well as the relationship between the deceased and the surviving party to the contract as described below.

**Death of sole owner who is also the sole annuitant:** If the sole owner/annuitant dies we will pay the death benefit proceeds to the beneficiary, as described in Section 13.1.

**Death of sole owner with surviving annuitant:** If the sole owner dies and there is a surviving annuitant, the surviving annuitant becomes the new owner.

If the sole surviving annuitant is the deceased owner's spouse, as defined under federal tax law, he or she will be treated as the surviving spouse beneficiary under IRC §72(s) and the contract will continue.

If there is a surviving annuitant who is someone other than the deceased owner's spouse, as defined under federal tax law, the surrender value must be taken as a single payment or it must be applied under one of the income payout options.

If the surrender value is taken as a single payment, the new owner (the surviving non-spouse annuitant) must take distribution of the entire surrender value amount within five (5) years of the owner's death.

If the surrender value is applied under one of the income payout options:

- a.) the new owner becomes the payee;
- b.) payments under the income payout option must begin within one (1) year of the deceased owner's death; and
- c.) payments may not extend beyond a period certain equal to the new owner's life expectancy.

**Death of owner with surviving owner and surviving annuitant:** If an owner dies and the sole surviving owner is the deceased owner's spouse, as defined under federal tax law, he or she will be treated as the surviving spouse beneficiary under IRC §72(s) and the contract will continue.

If an owner dies and there is a surviving owner who is someone other than the deceased owner's spouse, as defined under federal tax law, the surrender value must be taken as a single payment or it must be applied under one of the income payout options.

If the surrender value is taken as a single payment, the surviving non-spouse owner must take distribution of the entire surrender value amount within five (5) years of the owner's death.

If the surrender value is applied under one of the income payout options:

- a.) the surviving non-spouse owner becomes the payee;
- b.) payments under the income payout option must begin within one (1) year of the deceased owner's death; and
- c.) payments may not extend beyond a period certain equal to the non-spouse owner's life expectancy.

---

**SECTION 13.****DEATH OF ANNUITANT**

---

**13.1 What happens when the annuitant dies during the accumulation period?**

Death benefit proceeds are payable to the beneficiary upon receipt of due proof of the annuitant's death (last surviving annuitant if there are co-annuitants). If the beneficiary is the deceased annuitant's spouse, as defined under federal tax law, he or she will be treated as the surviving spouse beneficiary under IRC §72(s) and may elect to continue this contract as the sole owner and annuitant instead of receiving payment of the death benefit proceeds. The surviving spouse beneficiary must notify us of their intent to continue this contract before we pay the death benefit proceeds. This contract may be continued only one (1) time by a surviving spouse beneficiary. It cannot be continued again by a subsequent surviving spouse beneficiary.

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

The amount that will be paid as death benefit proceeds is equal to your contract value as of the date of the annuitant's death. Any partial withdrawal payments that we process on or after the date of the annuitant's death will be deducted from the death benefit proceeds.

We will pay interest on single sum death proceeds, if required by state law. Interest, if any, will be calculated at the rate and for the time period required by state law.

**13.3 How will the death benefit proceeds be paid?**

The beneficiary may elect to receive the death benefit proceeds as a single payment or may apply the death proceeds to an available income payout option. The beneficiary must make their election within sixty (60) days of the date we receive due proof of death.

If the death benefit proceeds are taken as a single payment, the beneficiary may take distribution of the entire death benefit proceeds immediately. If distribution is not taken immediately, the proceeds must be distributed within five (5) years of the annuitant's death.

If the death benefit proceeds are applied under one of the income payout options:

- a.) the beneficiary becomes the payee;
- b.) payments under the income payout option must begin within one (1) year of the annuitant's death; and
- c.) payments may not extend beyond a period certain equal to the beneficiary's life expectancy.

---

**SECTION 14.****DIVIDENDS**

---

**14.1 Will dividends be paid?**

We anticipate that no dividends will be payable on your contract. However, while your contract is in force, we will annually determine your contract's share in our divisible surplus. Your contract's share, if any, will be paid as a dividend on your contract anniversary.

You may request that we apply your dividends by:

- a.) increasing your contract value; or
- b.) paying them to you in cash.

Unless you tell us otherwise, dividend option a.) above will be used.

---

**SECTION 15.****PAYOUT PERIOD**

---

**15.1 What is the payout period?**

The payout period is the period of time that: (a) begins on the payout date; and (b) continues until we make the last payment as provided by the income payout option chosen.

On the first day of this period, the contract value (adjusted as described below if you select Option 1) will be applied to the income payout option you selected. If you do not select an income payout option we will make payments on the following basis, unless otherwise required under the IRC:

- a.) Life Income Option with a 10-year guaranteed period certain for contracts with one (1) annuitant; and
- b.) Joint & Survivor Life Income Option with a 10-year guaranteed period certain for contracts with two (2) annuitants.

If you select the Option 1 (the Interest Option described in Section 16.2), the contract value applied will be adjusted by deducting any applicable surrender charge. The surrender charge schedule is shown on your Data Page.

If there is only one (1) annuitant on the payout date and you select Option 4 (the Joint and Survivor Life Income Option described in Section 16.2) or any other available joint and survivor option, you may name a joint annuitant, upon whose life expectancy, in conjunction with the annuitant's, the income payments will be based.

---

**SECTION 16.****INCOME PAYMENTS**

---

**16.1 When will income payments begin?**

The first income payment will be paid as of the payout date. The anticipated payout date is shown on the Data Page. You may change the payout date to a date other than the anticipated payout date by written request, provided: (a) the request is received at our administrative office prior to the anticipated payout date; (b) the requested payout date is at least two (2) years after the contract issue date; and (c) the requested payout date is no later than the required payout date shown on the Data Page. We reserve the right to waive the requirement that the payout date be at least two (2) years after the contract issue date. Any waiver of this requirement will be administered in a nondiscriminatory manner. In no event may the requested payout date be later than the required payout date.

**16.2 What income payout options are available?**

There are different ways to receive income payments. We call these income payout options. Four (4) income payout options are described below. Other income payout options and methods of payment may be available upon our consent.

**Option 1 – Interest Option.** We will pay interest on the proceeds which we will hold as a principal sum during the lifetime of the annuitant. You may choose either annual or monthly interest payments. We will determine the effective annual rate of interest from time to time, but it will not be less than 2.00%.

**Option 2 – Installment Option.** We will pay monthly income payments for a chosen number of years, not less than 10, nor more than 30. If the annuitant dies before income payments have been made for the chosen number of years: (a) income payments will be continued for the remainder of the period; or (b) the present value of the income payments payable for the remainder of the period will be paid in a single payment. The present value is determined by discounting the remaining payments using the effective annual rate used to create the Option 2 rates.

Dividends, if any, will be payable as determined by us. We do not anticipate any dividends will be paid.

**Option 3 - Life Income Option – Guaranteed Period Certain.** We will pay monthly income payments for as long as the annuitant lives. If the annuitant dies before all of the income payments have been made for the guaranteed period certain: (a) income payments will be continued during the remainder of the guaranteed period certain; or (b) the present value of the income payments payable for the remainder of the guaranteed period certain will be paid in a single payment. The present value is determined by discounting the remaining payments using the effective annual rate used to create the Option 3 rates.

The guaranteed period certain choices are:

- a.) 0 years (life income only);
- b.) 5 years;
- c.) 10 years;
- d.) 15 years; or
- e.) 20 years.

Dividends, if any, will be payable as determined by us. We do not anticipate any dividends will be paid.

**Option 4 - Joint and Survivor Life Income Option – 10 Year Guaranteed Period Certain.** We will pay monthly income payments for as long as either of the annuitants is living. If at the death of the second surviving annuitant, income payments have been made for less than 10 years: (a) income payments will be continued during the remainder of the guaranteed period certain; or (b) the present value of the income payments payable for the remainder of the guaranteed period certain will be paid in a single payment. The present value is determined by discounting the remaining payments using the effective annual rate used to create the Option 4 rates.

Dividends, if any, will be payable as determined by us. We do not anticipate any dividends will be paid.

**16.3 What are the requirements for choosing an income payout option?**

You may choose an income payout option by written request. The written consent of any collateral assignee or irrevocable beneficiary must be obtained prior to selection. We must receive your written request in our administrative office prior to the payout date.

If you choose a life income option: (a) we may require due proof of the age of any annuitant; and (b) for Type A life income rates, we may also require due proof of the gender of any annuitant.

You may name a successor payee to receive any remaining income payments due after the annuitant's death.

**16.4 What is the minimum amount that may be applied under an income payment option?**

The minimum amount that may be applied under Option 1 is \$2,500. If the monthly interest payment for Option 1 is less than \$20, we reserve the right to pay interest annually. The minimum amount that may be applied under all other Options is the amount required to provide a monthly payment of \$20.

---

**SECTION 17.****DEATH DURING THE PAYOUT PERIOD**

---

**17.1 What happens if an annuitant dies during the payout period?**

If an annuitant dies during the payout period, any remaining proceeds will be distributed at least as rapidly as provided by the income payout option in effect.

You must notify us immediately of the death of an annuitant. We are entitled to recover any overpayment made if you fail to give us immediate notice of death. We are not responsible for any misdirected payments that result from your failure to immediately notify us of an annuitant's death.

---

**SECTION 18.****OPTION TABLES**

---

**18.1 What rates will be used to determine the payment values?**

The rates shown are used to determine the minimum payment values for monthly income payments. Higher current rates may be offered on the payout date. You may contact us at our administrative office for a quote of the current rates.

The amount of each monthly income payment, for purposes of calculating minimum payment values for Options 3 and 4, are based on each annuitant's gender and their adjusted age for Type A life income rates, and on each annuitant's adjusted age for Type B life income rates. The life income rates type for this contract is shown on the Data Page.

**18.2 How is the annuitant's adjusted age for Options 3 and 4 determined?**

The annuitant's adjusted age is their age as of the date of the first payment minus the number of years shown in the Age Reduction column of the following table. Contract years elapsed are measured from the contract issue date to the effective date of the income payout option. Any partial year is considered a full contract year.

<u>Contract Years Elapsed</u>	<u>Age Reduction</u>
0-10	0 years
11-20	1 years
21-30	2 years
31-40	3 years
41+	4 years

The age reduction table above may also be used to calculate minimum payment values for other income payout options that we consent to make available to you.

**18.3 What rates are used to determine the minimum payment values for Option 2?****Option 2 - Installment Option Rates - First Payment Due at Beginning of Period.**

<u>Number of Years Payable</u>	<u>Monthly Payment For Each \$1,000 Applied</u>
10	9.18
15	6.42
20	5.04
25	4.22
30	3.68

These rates are based on an effective annual rate of 2.00%.

18.4 What rates are used to determine the minimum payment values for Option 3?

**Option 3 - Life Income Option Rates – Guarantee Period Certain – First Payment Due at Beginning of Period.** The life income rates type for this contract is shown on the Data Page.

**Type A Life Income Rates - Per \$1,000 Applied**

Years	Adjusted Age – Male									
	55	60	65	70	75	80	85	90	95	100
0	3.90	4.42	5.12	6.10	7.44	9.31	11.92	15.48	20.28	27.59
5	3.89	4.40	5.08	6.00	7.21	8.76	10.63	12.62	14.51	16.20
10	3.86	4.34	4.95	5.70	6.57	7.46	8.23	8.76	9.06	9.17
15	3.80	4.22	4.71	5.23	5.72	6.08	6.29	6.39	6.41	6.42
20	3.70	4.04	4.38	4.68	4.88	4.99	5.03	5.04	5.04	5.04

Years	Adjusted Age – Female									
	55	60	65	70	75	80	85	90	95	100
0	3.60	4.04	4.63	5.46	6.66	8.44	11.09	14.87	19.65	26.33
5	3.60	4.03	4.61	5.41	6.54	8.11	10.14	12.35	14.29	16.00
10	3.58	4.00	4.54	5.25	6.16	7.17	8.09	8.70	9.03	9.16
15	3.55	3.93	4.41	4.97	5.54	6.00	6.27	6.38	6.41	6.42
20	3.49	3.83	4.20	4.56	4.83	4.97	5.03	5.04	5.04	5.04

**Type B Life Income Rates - Per \$1,000 Applied**

Years	Adjusted Age – Unisex									
	55	60	65	70	75	80	85	90	95	100
0	3.66	4.11	4.72	5.57	6.80	8.59	11.22	14.96	19.74	26.51
5	3.65	4.10	4.70	5.52	6.66	8.22	10.22	12.39	14.32	16.03
10	3.63	4.06	4.62	5.34	6.23	7.22	8.11	8.71	9.03	9.16
15	3.60	3.99	4.47	5.02	5.57	6.02	6.27	6.38	6.41	6.42
20	3.54	3.87	4.24	4.58	4.84	4.98	5.03	5.04	5.04	5.04

These rates are based on the Annuity 2000 Table and with compound interest at an effective annual rate of 2.00%. Rates for years payable and guaranteed periods certain not shown, if allowed by us, will be calculated on an actuarially equivalent basis and will be available upon request.

18.5 What rates are used to determine the minimum payment values for Option 4?

**Option 4 - Life Income Option Rates – Joint and Survivor – 10 Year Guarantee Period Certain – First Payment Due at Beginning of Period.** The life income rates type for this contract is shown on the Data Page.

**Type A Life Income Rates - Per \$1,000 Applied**

Adjusted Age - Male	Adjusted Age - Female									
	55	60	65	70	75	80	85	90	95	100
55	3.23	3.40	3.55	3.67	3.75	3.81	3.84	3.85	3.86	3.86
60	3.34	3.57	3.79	3.98	4.13	4.23	4.29	4.32	4.33	4.34
65	3.43	3.72	4.02	4.31	4.56	4.75	4.86	4.92	4.94	4.95
70	3.49	3.83	4.21	4.62	5.01	5.32	5.53	5.64	5.69	5.70
75	3.53	3.90	4.35	4.87	5.42	5.91	6.25	6.45	6.54	6.57
80	3.56	3.95	4.45	5.05	5.74	6.42	6.94	7.25	7.40	7.46
85	3.57	3.98	4.50	5.16	5.96	6.79	7.49	7.92	8.13	8.22
90	3.58	3.99	4.53	5.22	6.08	7.02	7.84	8.36	8.64	8.74
95	3.58	3.99	4.54	5.25	6.14	7.13	8.02	8.60	8.92	9.04
100	3.58	4.00	4.54	5.25	6.16	7.17	8.08	8.69	9.02	9.15

**Type B Life Income Rates - Per \$1,000 Applied**

<b>Adjusted Age - Unisex</b>	<b>Adjusted Age -Unisex</b>									
	<b>55</b>	<b>60</b>	<b>65</b>	<b>70</b>	<b>75</b>	<b>80</b>	<b>85</b>	<b>90</b>	<b>95</b>	<b>100</b>
<b>55</b>	3.19	3.32	3.43	3.51	3.57	3.60	3.62	3.63	3.63	3.63
<b>60</b>	3.32	3.52	3.69	3.83	3.93	4.00	4.03	4.05	4.06	4.06
<b>65</b>	3.43	3.69	3.95	4.18	4.36	4.49	4.56	4.60	4.61	4.62
<b>70</b>	3.51	3.83	4.18	4.53	4.84	5.07	5.22	5.29	5.33	5.34
<b>75</b>	3.57	3.93	4.36	4.84	5.31	5.72	5.99	6.14	6.21	6.23
<b>80</b>	3.60	4.00	4.49	5.07	5.72	6.32	6.78	7.05	7.17	7.22
<b>85</b>	3.62	4.03	4.56	5.22	5.99	6.78	7.42	7.82	8.03	8.10
<b>90</b>	3.63	4.05	4.60	5.29	6.14	7.05	7.82	8.33	8.59	8.70
<b>95</b>	3.63	4.06	4.61	5.33	6.21	7.17	8.03	8.59	8.90	9.02
<b>100</b>	3.63	4.06	4.62	5.34	6.23	7.22	8.10	8.70	9.02	9.15

These rates are based on the Annuity 2000 Table and with compound interest at an effective annual rate of 2.00%. Rates for years payable and guaranteed periods certain not shown, if allowed by us, will be calculated on an actuarially equivalent basis and will be available upon request.

## **MODIFIED SINGLE PREMIUM DEFERRED ANNUITY**

Interest Rate Guaranteed for Duration of Guarantee Rate Period  
Confinement/Terminal Illness Privilege Providing Waiver of Surrender Charges  
10% Withdrawal Free of Surrender Charge Each Contract Year  
Death Benefit Upon Death of Annuitant Prior to the Payout Date  
Decreasing Surrender Charge First 6 Years  
Income Payments Starting on the Payout Date  
Participating – Dividends Not Anticipated

**CUNA MUTUAL INSURANCE SOCIETY**

**2000 Heritage Way  
Waverly, Iowa 50677  
Phone: 1.800.798.6600**

**SECTION 1.****DATA PAGE****MODIFIED SINGLE PREMIUM DEFERRED ANNUITY****ANNUITANT:** [John Doe]**CONTRACT NUMBER:** [123456789]**CO-ANNUITANT:** [Jane Doe]**CONTRACT ISSUE DATE:** [May 22, 2009]**OWNER:** [John Doe]**GUARANTEE RATE PERIOD:** 4 years**CO-OWNER:** [Jane Doe]**INTEREST START DATE:** [May 22, 2009]**INITIAL PURCHASE PAYMENT:** [\$25,000]**ANTICIPATED PAYOUT DATE:** [May 22, 2059]**MAXIMUM TOTAL WINDOW AMOUNT:** [\$50,000]**REQUIRED PAYOUT DATE:** [May 22, 2069]**WINDOW PERIOD:** [May 22, 2009 – Sept. 9, 2009]**LIFE INCOME RATES:** [Type A]**PLAN TYPE:** [Traditional IRA]**ADDITIONAL BENEFITS:** ( Additional Income Option Endorsement - No Additional Cost )

<b>GUARANTEED EFFECTIVE ANNUAL INTEREST RATES</b>	<b>Contract Years 1 through 4</b>	<b>Contract Years 5 through 6</b>	<b>Contract Years 7+</b>
<b>Guaranteed Interest Rate.</b> Interest will be credited to your contract value based on these rates.	[3.20%]	May vary each contract year. Will never be less than the Minimum Guaranteed Interest Rate & Nonforfeiture Rate below. See Section 8.2.	May vary each contract year. Will never be less than the Minimum Guaranteed Interest Rate & Nonforfeiture Rate. See Section 8.2.
<b>Minimum Guaranteed Interest Rate &amp; Nonforfeiture Rate.</b> The guaranteed interest rate cannot be less than these rates, which are required by law.	[2.90%]	[2.90%]	May vary each contract year. Rate is based on the calculation described in Section 8.2.

**SURRENDER CHARGE SCHEDULE:**

During Contract Year	1	2	3	4	5	6	7+
Surrender Charge Percentage	8%	7%	7%	6%	5%	4%	0%

You may withdraw up to 10% of your contract value per contract year without incurring a surrender charge. The surrender charge percentage is only applied to the amount withdrawn in excess of this free withdrawal amount. The free withdrawal amount is equal to 10% of the contract value at the time of the first withdrawal for that contract year. Any unused free withdrawal amount will not carry over to any subsequent contract year.

**SECTION 1.****DATA PAGE****MODIFIED SINGLE PREMIUM DEFERRED ANNUITY****ANNUITANT:** [John Doe]**CONTRACT NUMBER:** [123456789]**CO-ANNUITANT:** [Jane Doe]**CONTRACT ISSUE DATE:** [May 22, 2009]**OWNER:** [John Doe]**GUARANTEE RATE PERIOD:** 5 years**CO-OWNER:** [Jane Doe]**INTEREST START DATE:** [May 22, 2009]**INITIAL PURCHASE PAYMENT:** [\$25,000]**ANTICIPATED PAYOUT DATE:** [May 22, 2059]**MAXIMUM TOTAL WINDOW AMOUNT:** [\$50,000]**REQUIRED PAYOUT DATE:** [May 22, 2069]**WINDOW PERIOD:** [May 22, 2009 – Sept. 9, 2009]**LIFE INCOME RATES:** [Type A]**PLAN TYPE:** [Traditional IRA]**ADDITIONAL BENEFITS:** ( Additional Income Option Endorsement - No Additional Cost )

<b>GUARANTEED EFFECTIVE ANNUAL INTEREST RATES</b>	<b>Contract Years 1 through 5</b>	<b>Contract Year 6</b>	<b>Contract Years 7+</b>
<b>Guaranteed Interest Rate.</b> Interest will be credited to your contract value based on these rates.	[3.30%]	Will never be less than the Minimum Guaranteed Interest Rate & Nonforfeiture Rate below. See Section 8.2.	May vary each contract year. Will never be less than the Minimum Guaranteed Interest Rate & Nonforfeiture Rate. See Section 8.2.
<b>Minimum Guaranteed Interest Rate &amp; Nonforfeiture Rate.</b> The guaranteed interest rate cannot be less than these rates, which are required by law.	[2.90%]	[2.90%]	May vary each contract year. Rate is based on the calculation described in Section 8.2.

**SURRENDER CHARGE SCHEDULE:**

During Contract Year	1	2	3	4	5	6	7+
Surrender Charge Percentage	8%	7%	7%	6%	5%	4%	0%

You may withdraw up to 10% of your contract value per contract year without incurring a surrender charge. The surrender charge percentage is only applied to the amount withdrawn in excess of this free withdrawal amount. The free withdrawal amount is equal to 10% of the contract value at the time of the first withdrawal for that contract year. Any unused free withdrawal amount will not carry over to any subsequent contract year.

**SECTION 1.****DATA PAGE****MODIFIED SINGLE PREMIUM DEFERRED ANNUITY****ANNUITANT:** [John Doe]**CONTRACT NUMBER:** [123456789]**CO-ANNUITANT:** [Jane Doe]**CONTRACT ISSUE DATE:** [May 22, 2009]**OWNER:** [John Doe]**GUARANTEE RATE PERIOD:** 6 years**CO-OWNER:** [Jane Doe]**INTEREST START DATE:** [May 22, 2009]**INITIAL PURCHASE PAYMENT:** [\$25,000]**ANTICIPATED PAYOUT DATE:** [May 22, 2059]**MAXIMUM TOTAL WINDOW AMOUNT:** [\$50,000]**REQUIRED PAYOUT DATE:** [May 22, 2069]**WINDOW PERIOD:** [May 22, 2009 – Sept. 9, 2009]**LIFE INCOME RATES:** [Type A]**PLAN TYPE:** [Traditional IRA]**ADDITIONAL BENEFITS:** ( Additional Income Option Endorsement - No Additional Cost )

<b>GUARANTEED EFFECTIVE ANNUAL INTEREST RATES</b>	<b>Contract Year 1</b>	<b>Contract Years 2 through 6</b>	<b>Contract Years 7+</b>
<b>Guaranteed Interest Rate.</b> Interest will be credited to your contract value based on these rates.	[4.30%] Includes an additional [1.00%] interest rate.	[3.30%]	May vary each contract year. Will never be less than the Minimum Guaranteed Interest Rate & Nonforfeiture Rate. See Section 8.2.
<b>Minimum Guaranteed Interest Rate &amp; Nonforfeiture Rate.</b> The guaranteed interest rate cannot be less than these rates, which are required by law.	[2.90%]	[2.90%]	May vary each contract year. Rate is based on the calculation described in Section 8.2.

**SURRENDER CHARGE SCHEDULE:**

<b>During Contract Year</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7+</b>
<b>Surrender Charge Percentage</b>	8%	7%	7%	6%	5%	4%	0%

You may withdraw up to 10% of your contract value per contract year without incurring a surrender charge. The surrender charge percentage is only applied to the amount withdrawn in excess of this free withdrawal amount. The free withdrawal amount is equal to 10% of the contract value at the time of the first withdrawal for that contract year. Any unused free withdrawal amount will not carry over to any subsequent contract year.

## ADDITIONAL INCOME OPTION ENDORSEMENT

Contract No.: [123456789] Endorsement Effective Date: [May 22, 2009]

Owner: [John Doe]

---

### SECTION 1.

### GENERAL INFORMATION

---

1.1 **What is our agreement with you?**

Our agreement with you includes this endorsement as a part of the contract to which it is attached. The provisions of the contract apply to this endorsement unless changed by this endorsement.

---

### SECTION 2.

### BENEFIT

---

2.1 **What is the benefit provided by this endorsement?**

This endorsement provides four (4) additional income payout options, as described below. We reserve the right to discontinue offering these additional payout options if the U.S. Treasury no longer issues new Treasury Inflation-Protection Securities.

---

### SECTION 3.

### ADDITIONAL OPTIONS

---

3.1 **What additional income payout options are available?**

**Option 5 – Single Life Income – Payments Adjusted For Inflation – Guarantee Period Certain.** We will pay monthly income payments for as long as the annuitant lives. If the annuitant dies before all of the income payments have been made for the guaranteed period certain: (a) income payments will be continued during the remainder of the guaranteed period certain; or (b) the present value of the income payments payable for the remainder of the guaranteed period certain will be paid in a single sum. The present value is determined by discounting the remaining payments using the annual effective rate used to create Option 5 rates.

The guaranteed period certain choices are:

- a.) 0 years (life income only);
- b.) 5 years;
- c.) 10 years;
- d.) 15 years; or
- e.) 20 years.

Dividends, if any, will be payable as determined by us. We do not anticipate any dividends will be paid.

**Option 6 – Joint Life Income – Payments Adjusted For Inflation – 10 Year Guarantee Period Certain.** We will pay monthly income payments for as long as either of the annuitants is living. If at the death of the second surviving annuitant, income payments have been made for less than 10 years: (a) income payments will be continued during the remainder of the guaranteed period certain; or (b) the present value of the remaining income payments payable for the remainder of the guaranteed period certain will be paid in a single sum. The present value is determined by discounting the remaining payments using the annual effective rate used to create Option 6 rates.

Dividends, if any, will be payable as determined by us. We do not anticipate any dividends will be paid.

**Option 7 – Single Life Income – Payments Adjusted For Inflation – Lifetime Payout with Cash Refund.** We will pay monthly income payments for as long as the annuitant lives. The total amount paid under this option will be at least equal to the contract value applied. If the annuitant dies and the total of all income payments paid is less than the contract value applied to the income payment option, the difference will be paid in a single sum.

Dividends, if any, will be payable as determined by us. We do not anticipate any dividends will be paid.

**Option 8 – Joint Life Income – Payments Adjusted For Inflation – Lifetime Payout with Cash Refund.** We will pay monthly income payments for as long as either of the annuitants is living. The total amount paid under this option will be at least equal to the contract value applied. If at the death of the second surviving annuitant, the total of all income payments paid is less than the contract value applied to the income payment option, the difference will be paid in a single sum.

Dividends, if any, will be payable as determined by us. We do not anticipate any dividends will be paid.

**3.2 How will income payment values be determined for these additional income payment options?**

The dollar amount of the initial income payment will be determined by dividing the contract value applied by \$1,000, and multiplying the result by the applicable option rate shown in Section 4 of this Endorsement. Higher current option rates may be available on the payout date. You may contact us at our administrative office for a quote of the current rates.

Income payments for the remainder of the calendar year in which your payout date occurs will be equal to your initial income payment.

The dollar amount of income payments for subsequent calendar years, adjusted for inflation, will be calculated annually and will be effective for the duration of the calendar year. The adjustment for inflation is based on the percentage increase in the Consumer Price Index (defined below) for the 12-month period ending September 30<sup>th</sup> of the prior calendar year. If the percentage change in the Consumer Price Index is zero or less, your income payments for the upcoming calendar year will remain unchanged. Income payments will never decrease due to an adjustment for inflation under these options.

Consumer Price Index means the Consumer Price Index Urban Wage Earners and Clerical Workers (Current Series). If the Consumer Price Index is discontinued, a substitute index published by the U.S. Department of Labor or successor agency will be used. Such substitute index may be subject to approval by the state insurance department for the state in which this contract was delivered, if required by state law.

**SECTION 4.****ADDITIONAL OPTION TABLES****4.1 What rates will be used to determine payment values for these additional income payout options?**

The rates shown in the following tables are used to determine the minimum payment values for monthly income payments. Higher current rates may be available on the payout date. You may contact us at our administrative office for a quote of the current rates. Current rates will not be less than the rates that would be offered by us if the proceeds were used to purchase a single premium immediate annuity

These additional options are based on the Annuity 2000 Table and with compound interest at the effective rate of 2.00% per year and an assumed annual payment increase of 4.50%. Rates for years payable and guaranteed periods certain not shown, if allowed by us, will be calculated on an actuarially equivalent basis and will be available upon request.

The amount of each monthly payment, for purposes of calculating the minimum payment values are based on each annuitant's gender and their adjusted age for Type A life income rates, and on each annuitant's adjusted age for Type B life income rates. The life income rates type for this contract is shown on your contract's Data Page.

**4.2 How is the annuitant's adjusted age determined?**

The annuitant's adjusted age is their age as of the date of the first payment minus the number of years shown in the Age Reduction column of the following table. Contract years elapsed are measured from the contract issue date to the effective date of the income payout option. Any partial year is considered a full contract year.

<u>Contract Years Elapsed</u>	<u>Age Reduction</u>
0-10	0 years
11-20	1 years
21-30	2 years
31-40	3 years
41+	4 years

**4.3 What rates are used to determine the minimum payment values for Option 5?**

**Option 5 – Single Life Income Rates – Payments Adjusted For Inflation – Guarantee Period Certain – First Payment Due at Beginning of Period.** The life income rates type for this contract is shown on the Data Page.

**Type A Life Income Rates - Per \$1,000 Applied**

Years	Adjusted Age – Male									
	55	60	65	70	75	80	85	90	95	100
<b>0</b>	1.82	2.27	2.89	3.74	4.95	6.65	9.07	12.43	17.06	24.21
<b>5</b>	1.82	2.27	2.87	3.70	4.83	6.32	8.18	10.24	12.24	14.04
<b>10</b>	1.81	2.24	2.81	3.54	4.41	5.35	6.18	6.77	7.10	7.21
<b>15</b>	1.79	2.19	2.67	3.22	3.74	4.15	4.39	4.49	4.52	4.52
<b>20</b>	1.74	2.08	2.44	2.77	3.00	3.12	3.17	3.18	3.18	3.18

Years	Adjusted Age – Female									
	55	60	65	70	75	80	85	90	95	100
<b>0</b>	1.60	1.98	2.51	3.24	4.32	5.92	8.35	11.86	16.44	22.99
<b>5</b>	1.60	1.98	2.50	3.22	4.26	5.73	7.70	9.95	12.00	13.83
<b>10</b>	1.59	1.97	2.47	3.14	4.02	5.06	6.04	6.71	7.07	7.21
<b>15</b>	1.58	1.94	2.40	2.96	3.56	4.06	4.36	4.48	4.52	4.52
<b>20</b>	1.56	1.89	2.26	2.65	2.94	3.10	3.16	3.18	3.18	3.18

**Type B Life Income Rates - Per \$1,000 Applied**

Years	Adjusted Age – Unisex									
	55	60	65	70	75	80	85	90	95	100
0	1.64	2.04	2.58	3.34	4.44	6.07	8.49	11.97	16.56	23.23
5	1.64	2.04	2.57	3.32	4.37	5.84	7.80	10.01	12.05	13.87
10	1.64	2.02	2.54	3.22	4.10	5.12	6.07	6.72	7.07	7.21
15	1.62	1.99	2.45	3.01	3.60	4.08	4.36	4.49	4.52	4.52
20	1.60	1.93	2.30	2.67	2.96	3.11	3.16	3.18	3.18	3.18

4.4 What rates are used to determine the minimum payment values for Option 6?

**Option 6 – Joint and Survivor Life Income Rates – Payments Adjusted For Inflation – Guarantee Period Certain – First Payment Due at Beginning of Period.** The life income rates type for this contract is shown on the Data Page.

**Type A Life Income Rates - Per \$1,000 Applied**

Adjusted Age - Male	Adjusted Age - Female									
	55	60	65	70	75	80	85	90	95	100
55	1.35	1.49	1.61	1.70	1.76	1.79	1.80	1.81	1.81	1.81
60	1.44	1.65	1.85	2.00	2.12	2.18	2.22	2.23	2.24	2.24
65	1.51	1.78	2.06	2.32	2.53	2.67	2.75	2.79	2.81	2.81
70	1.55	1.86	2.23	2.61	2.97	3.24	3.41	3.49	3.53	3.54
75	1.57	1.92	2.34	2.84	3.36	3.82	4.14	4.31	4.39	4.41
80	1.58	1.95	2.41	2.99	3.67	4.34	4.86	5.16	5.30	5.35
85	1.59	1.96	2.44	3.08	3.86	4.71	5.43	5.87	6.10	6.18
90	1.59	1.97	2.46	3.12	3.96	4.92	5.79	6.35	6.65	6.76
95	1.59	1.97	2.47	3.14	4.01	5.02	5.97	6.61	6.95	7.08
100	1.59	1.97	2.47	3.14	4.02	5.06	6.03	6.70	7.06	7.20

**Type B Life Income Rates - Per \$1,000 Applied**

Adjusted Age - Unisex	Adjusted Age - Unisex									
	55	60	65	70	75	80	85	90	95	100
55	1.31	1.43	1.52	1.57	1.61	1.62	1.63	1.63	1.64	1.64
60	1.43	1.61	1.76	1.88	1.95	1.99	2.01	2.02	2.02	2.02
65	1.52	1.76	2.00	2.21	2.36	2.46	2.50	2.53	2.53	2.54
70	1.57	1.88	2.21	2.54	2.82	3.02	3.14	3.19	3.21	3.22
75	1.61	1.95	2.36	2.82	3.28	3.66	3.90	4.03	4.08	4.10
80	1.62	1.99	2.46	3.02	3.66	4.26	4.71	4.96	5.08	5.12
85	1.63	2.01	2.50	3.14	3.90	4.71	5.37	5.78	5.99	6.06
90	1.63	2.02	2.53	3.19	4.03	4.96	5.78	6.33	6.61	6.71
95	1.64	2.02	2.53	3.21	4.08	5.08	5.99	6.61	6.94	7.06
100	1.64	2.02	2.54	3.22	4.10	5.12	6.06	6.71	7.06	7.19

4.5 What rates are used to determine the minimum payment values for Option 7?

**Option 7 – Single Life Income Rates – Payments Adjusted For Inflation – Lifetime Payout with Cash Refund – First Payment Due at Beginning of Period.** The life income rates type for this contract is shown on the Data Page.

**Type A Life Income Rates - Per \$1,000 Applied**

Adjusted Age	55	60	65	70	75	80	85	90	95	100
Male	1.59	1.91	2.32	2.84	3.52	4.43	5.67	7.44	10.09	14.65
Female	1.45	1.75	2.13	2.63	3.29	4.18	5.42	7.16	9.69	13.87

**Type B Life Income Rates - Per \$1,000 Applied**

Adjusted Age	55	60	65	70	75	80	85	90	95	100
Unisex	1.48	1.78	2.17	2.67	3.34	4.23	5.47	7.22	9.77	14.03

4.6 What rates are used to determine the minimum payment values for Option 8?

**Option 8 – Joint and Survivor Life Income Rates – Payments Adjusted For Inflation – Lifetime Payout with Cash Refund – First Payment Due at Beginning of Period.** The life income rates type for this contract is shown on the Data Page.

**Type A Life Income Rates - Per \$1,000 Applied**

Adjusted Age - Male	Adjusted Age - Female									
	55	60	65	70	75	80	85	90	95	100
55	1.30	1.43	1.53	1.58	1.60	1.60	1.59	1.59	1.59	1.59
60	1.38	1.57	1.74	1.85	1.90	1.92	1.92	1.91	1.91	1.91
65	1.43	1.67	1.92	2.12	2.26	2.31	2.32	2.32	2.32	2.31
70	1.45	1.73	2.04	2.36	2.62	2.77	2.83	2.84	2.83	2.83
75	1.46	1.75	2.11	2.52	2.93	3.25	3.42	3.48	3.48	3.48
80	1.46	1.76	2.13	2.60	3.14	3.66	4.05	4.25	4.31	4.32
85	1.45	1.75	2.14	2.63	3.24	3.94	4.59	5.06	5.30	5.39
90	1.45	1.75	2.13	2.63	3.27	4.07	4.97	5.78	6.38	6.72
95	1.45	1.75	2.13	2.63	3.27	4.11	5.15	6.30	7.39	8.31
100	1.45	1.75	2.13	2.62	3.27	4.12	5.21	6.56	8.16	10.03

**Type B Life Income Rates - Per \$1,000 Applied**

Adjusted Age - Unisex	Adjusted Age - Unisex									
	55	60	65	70	75	80	85	90	95	100
55	1.28	1.38	1.44	1.47	1.48	1.48	1.48	1.48	1.48	1.48
60	1.38	1.54	1.67	1.75	1.78	1.79	1.79	1.78	1.78	1.78
65	1.44	1.67	1.88	2.04	2.13	2.17	2.17	2.17	2.17	2.17
70	1.47	1.75	2.04	2.32	2.52	2.63	2.67	2.67	2.66	2.66
75	1.48	1.78	2.14	2.52	2.88	3.14	3.27	3.31	3.31	3.31
80	1.48	1.79	2.17	2.63	3.14	3.61	3.94	4.10	4.15	4.16
85	1.48	1.79	2.17	2.67	3.27	3.94	4.55	4.97	5.18	5.24
90	1.48	1.78	2.17	2.67	3.31	4.10	4.96	5.73	6.28	6.58
95	1.48	1.78	2.17	2.67	3.31	4.15	5.18	6.28	7.32	8.15
100	1.48	1.78	2.17	2.66	3.31	4.16	5.24	6.58	8.15	9.91

CUNA Mutual Insurance Society



President

CUNA Mutual Insurance Society
2000 Heritage Way
Waverly, IA 50677

1. PLAN OPTION

REQUIRED. Check only one guarantee rate period for the plan option you select.

MEMBERS® Focus Fixed Annuity Modified Single Premium Deferred Annuity with Guarantee Rate Periods: 4-year 5-year 6-year

MEMBERS® Select Fixed Annuity II Single Premium Deferred Annuity with Guarantee Rate Periods: 5-year 7-year 10-year

Arizona: Upon written request, we will provide the owner with information regarding the benefits and provisions of the contract. If for any reason you decide not to keep your contract, return it to us within 30 days after you receive it for a refund of the amount paid.

Florida: MEMBERS Select Fixed Annuity II is a Modified Single Premium Deferred Annuity.

Oregon: 10-year Guarantee Rate Period is not available for the MEMBERS Select Fixed Annuity II.

State Variations

2. PARTIES TO THE CONTRACT

REQUIRED. All parties must be age 90 or younger on contract issue date. Any owner named below must be at least age 18 (age 19 in Alabama).

a. Annuitant (Owner) The annuitant is the owner unless a different owner is named in section 2b. If annuitant is under age 18 (age 19 in Alabama).

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

The following ID verification information is required per the USA Patriot Act.

Driver's License, Passport, Green Card, Other Photo ID (list type), Card No., Expiration Date, Country/State of Issue

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

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

The following ID verification information is required per the USA Patriot Act.

Driver's License, Passport, Green Card, Other Photo ID (list type), Card No., Expiration Date, Country/State of Issue, If Trust or Credit Union: Country/State Where Formed, Date Formed

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

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

The following ID verification information is required per the USA Patriot Act.

Driver's License, Passport, Green Card, Other Photo ID (list type), Card No., Expiration Date, Country/State of Issue

**3. PLAN TYPE AND PURCHASE PAYMENT**

**REQUIRED.** Complete sections 3a, 3b and 3c. Complete section 3d if there are multiple sources of payments. Make checks payable to CUNA Mutual Insurance Society.

**a. Purchase Payment** If you selected the Focus in section 1, the minimum is \$25,000 and the maximum cannot exceed \$1,000,000 without prior Company approval. If you selected the Select II in section 1, the minimum is \$10,000 and the maximum is \$999,999.

Submitted with Application \$ \_\_\_\_\_ Estimated Total Amount \$ \_\_\_\_\_  
BY CHECK OR DRAFT FROM ALL SOURCES

**b. Plan Type and Payment Classification** Select only one plan type and complete the row for that type. For SEP IRA, complete form 5305-SEP. Beneficiary IRA is not available if Select II is selected in section 1. For Beneficiary IRA, complete forms CLS-520, CLS-521 and CLS-381. Only credit union-owned 457 plans are allowed. For IRAs, current and prior year contributions will be determined based on signed date of application.

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

Oregon: SEP IRA is not available.

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

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

**d. Multiple Sources** Required if there are multiple sources listed in section 3c. All states except New Jersey. Check only one box for the plan option selected in section 1. The box that is checked will establish the interest rate band and the maximum total window amount allowed. If no box is checked, the annuity will be issued when all sources of payments have been received. New Jersey: Window payments are not allowed.

**New Jersey:** Issue my annuity when all sources of payments listed in section 3c have been received at the Company's administrative office.

**All states except New Jersey:** issue my annuity when the following has been received at the Company's administrative office:

**Focus:**

- All sources of payments listed in section 3c
- At least \$25,000, but less than \$100,000
- At least \$100,000, but less than \$500,000
- At least \$500,000, but less than \$1,000,000
- \$1,000,000 or more

**Select II:**

- All sources of payments listed in section 3c
- At least \$10,000, but less than \$100,000
- At least \$100,000, but less than \$250,000
- At least \$250,000, but less than \$1,000,000

Once issued, any additional funds (of up to two times initial purchase payment) that are received at the Company's administrative office within 120 days following the issue date, can be applied as window purchase payments. However, if you selected the Focus in section 1, total purchase payments cannot exceed \$1,000,000.

**4. REPLACEMENT**

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

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

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

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

**5. BENEFICIARY**

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

To list more beneficiaries, use section 6 or a separate signed and dated paper. If no primary beneficiary is named, the primary will be the estate of the annuitant. If the type of beneficiary is not checked, we will assume the type is primary. The owner has the right to predetermine how the beneficiary will receive the death benefit by completing form **40RESTRICT**, Beneficiary Designation with Restricted Payout Options. Do not include fractions or percents for even distribution of proceeds.

**FOR INDIVIDUAL BENEFICIARIES:**

Primary  
 Contingent \_\_\_\_\_  
NAME ADDRESS

RELATIONSHIP SSN DATE OF BIRTH

Primary  
 Contingent \_\_\_\_\_  
NAME ADDRESS

RELATIONSHIP SSN DATE OF BIRTH

Primary  
 Contingent \_\_\_\_\_  
NAME ADDRESS

RELATIONSHIP SSN DATE OF BIRTH

Primary  
 Contingent \_\_\_\_\_  
NAME ADDRESS

RELATIONSHIP SSN DATE OF BIRTH

Primary  
 Contingent \_\_\_\_\_  
NAME ADDRESS

RELATIONSHIP SSN DATE OF BIRTH

Primary  
 Contingent \_\_\_\_\_  
NAME ADDRESS

RELATIONSHIP SSN DATE OF BIRTH

**FOR TRUST BENEFICIARIES:**

Primary  
 Contingent \_\_\_\_\_  
NAME OF TRUST ADDRESS

TRUSTEE NAME(S) DATE OF TRUST

## 6. SPECIAL INSTRUCTIONS

OPTIONAL. Please print clearly.

## 7. FRAUD WARNING

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

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

**Florida:** See section 9. The Florida Office of Insurance Regulation requires the fraud warning that applies to you to appear directly above your signature.

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

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

State Variations

## 8. STATE NOTICE

REQUIRED. Refer to the notice for the owner's state of residence shown below based on the plan option selected in section 1.

### Focus:

- **All states:** There is no market value adjustment for partial withdrawals and full surrenders at any time; however a surrender charge may apply during the first 6 contract years.

State Variations

### Select II:

- **Missouri and New Jersey:** There is no market value adjustment for partial withdrawals and full surrenders at any time; however a surrender charge may apply during the first 10 contract years.
- **Oregon:** There is no market value adjustment for partial withdrawals and full surrenders at any time; however a surrender charge may apply during the first 9 contract years.
- **All other states:** I UNDERSTAND THAT PARTIAL WITHDRAWALS AND FULL SURRENDERS MAY BE ADJUSTED UPWARD OR DOWNWARD DURING THE FIRST 10 CONTRACT YEARS BASED ON A MARKET VALUE ADJUSTMENT, IN ADDITION TO ANY SURRENDER CHARGE.

State Variations

9. AGREEMENT

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

- I have read the application and represent that all statements and answers, as they pertain to me, are true and complete to the best of my knowledge and belief and are the basis for any contract issued by the Company; and I understand that no information will be considered to have been given to the Company unless it is stated in this application.
- I understand that no agent is authorized to make, void, waive or change any conditions or provisions of the application or contract.
- I understand that the Company will have no liability until a contract is issued, delivered and accepted by me while the annuitant is living, and no interest will be credited to any funds received by the Company prior to the interest start date.
- In order to receive the current interest rate in effect on the date this application is received by the company (rate lock start date), I understand that if funds are coming from another financial institution, or an existing CUNA Mutual Insurance Society contract, then all paperwork required to request funds must be submitted along with this application and the funds must be received within 60 days of the rate lock start date. Otherwise, my contract will be issued at the then-current interest rate, which may be different than the rate in effect on the rate lock start date.
- I understand the following applies based on the plan option I selected in section 1.

**Focus:** During the first 6 contract years, I can withdraw 10% of my contract value without incurring a surrender charge as my annual free withdrawal amount. If I withdraw an amount that exceeds my annual free withdrawal amount or surrender my contract during the first 6 contract years, a surrender charge will be imposed. The surrender charge schedule for contract years 1 through 6 is as follows: 8%, 7%, 7%, 6%, 5%, 4%.

State Variations

Select II:

**Oregon:** During the first 9 contract years, I can withdraw 10% of my contract value without incurring a surrender charge as my annual free withdrawal amount. If I withdraw an amount that exceeds my annual free withdrawal amount or surrender my contract during the first 9 contract years, a surrender charge will be imposed. The surrender charge schedule for contract years 1 through 9 is as follows: 8%, 7%, 7%, 6%, 5%, 4%, 3%, 2%, 1%.

**All other states:** During the first 10 contract years, I can withdraw 10% of my contract value without incurring a surrender charge (or market value adjustment, if applicable, as shown in section 8) as my annual free withdrawal amount. If I withdraw an amount that exceeds my annual free withdrawal amount or surrender my contract during the first 10 contract years, a surrender charge will be imposed (and a market value adjustment may apply, if applicable, as shown in section 8). The surrender charge schedule for contract years 1 through 10 is as follows: 8%, 7%, 7%, 7%, 6%, 5%, 4%, 3%, 2%, 1%.

State Variations

Signed at \_\_\_\_\_  
CITY STATE

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

State Variations

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

\_\_\_\_\_  
SIGNATURE OF OWNER/TRUSTEE/AUTHORIZED OFFICER (NAMED IN SECTION 2B) DATE TITLE OF AUTHORIZED OFFICER (IF CREDIT UNION IS NAMED IN SECTION 2B) DATE

\_\_\_\_\_  
SIGNATURE OF CO-OWNER (NAMED IN SECTION 2C) DATE

10. HOME OFFICE ONLY

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

11. AGENT SECTION

REQUIRED. To be completed by agent.

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

To the best of my knowledge:

Does the applicant have any existing life insurance policies or annuity contracts with our Company or any other company? If yes, a completed Important Notice: Replacement of Life Insurance or Annuities must accompany this application if required by the owner's state of residence.

Will this contract replace, discontinue or change any existing life insurance policies or annuity contracts with our Company or any other company? If yes, a completed Replacement Form must accompany this application if required by the owner's state of residence.

If yes, I confirm:

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

The following sales materials were used: If no sales materials were used, state "None."

In accordance with the USA Patriot Act:

Have you reviewed the owner's identity documents and recorded all necessary information?

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

- Focus Select II
1 (T000) 1 (T000)
2 (T025) -----

If the applicant is an active duty member of the United States Armed Forces (including active duty military reserve personnel), I certify that this application was not solicited and/or signed on a military base or installation.

If sales materials were used, I certify that I have used only CUNA Mutual Insurance Society's approved sales materials in connection with this sale and that copies of all sales materials used were left with the applicant.

I have explained to the owner(s) how the annuity will meet their current financial needs and objectives.

State Variations

I certify that I have reviewed this application and have determined that its proposed purchase is suitable as required under law, based in part on information provided by the owner(s), as applicable, including age, income, net worth, tax status and any existing investments and insurance program.

State Variations

I certify that I have truly and accurately recorded the information provided by the applicant.

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

Signature Date

Agent ID Agent Name

Agent License ID Agent E-mail Agent Phone

Credit Union ID Credit Union Name

Broker/Dealer ID Broker/Dealer Name

General Agent ID General Agent Name

*SERFF Tracking Number:* CUNA-126128241      *State:* Arkansas  
*Filing Company:* CUNA Mutual Insurance Society      *State Tracking Number:* 42266  
*Company Tracking Number:* 2009-SPDA ET AL  
*TOI:* A021 Individual Annuities- Deferred Non-Variable      *Sub-TOI:* A021.004 Modified Single Premium  
*Product Name:* MEMBERS Focus Fixed Annuity  
*Project Name/Number:* MEMBERS Focus Fixed Annuity/

## Supporting Document Schedules

**Item Status:**      **Status Date:**

**Satisfied - Item:** Flesch Certification

**Comments:**

**Attachments:**

AR Rule 19 & 49 Cert.pdf  
 FFF109.pdf

**Item Status:**      **Status Date:**

**Satisfied - Item:** Application

**Comments:**

See Forms Schedule tab for Application SPDAAPP-2009 being submitted for review.

**Item Status:**      **Status Date:**

**Satisfied - Item:** Statement of Variables

**Comments:**

Attached.

**Attachment:**

Statement of Variability 2009-SPDA et al.pdf

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

Insurer: CUNA Mutual Insurance Society

Form Number(s): 2009-SPDA, 2009-DP-4, 2009-DP-5, 2009-DP-6, 2009-IO, and  
SPDAAPP-2009.

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



\_\_\_\_\_  
Signature of Company Officer

Alastair Shore

Name

Sr. Vice President – Chief Underwriter

Title

May 1, 2009

Date

## CERTIFICATION

This is to certify that the attached contract forms comply with the requirements of the Life and Disability Insurance Policy Language Simplification Act. They were combined to achieve a Flesch Reading Ease Score as shown below.

<b>Form Number(s) and Title(s):</b>		<b>Combined Flesch Score:</b>
2009-SPDA	Modified Single Premium Deferred Annuity	51.5
2009-DP-4	Data Page	51.5
2009-DP-5	Data Page	51.5
2009-DP-6	Data Page	51.5
2009-IO	Additional Income Option Endorsement	51.5
SPDAAPP-2009	Individual Deferred Fixed Annuity Application	51.5



**Signature of Officer of the Company**

April 27, 2009  
**Date**

## STATEMENT OF VARIABILITY

Modified Single Premium Deferred Annuity contract form number: 2009-SPDA

Data Page form numbers: 2009-DP-4; 2009-DP-5; 2009-DP-6

Additional Income Option Endorsement form number: 2009-IO

Individual Deferred Fixed Annuity Application form number: SPDAAPP-2009

	<b>Variable</b>	<b>Explanation</b>
Contract 2009-SPDA and Endorsement 2009-IO	Administrative Office Address and Telephone Number	The administrative office street address, and city and state, on the contract front and back cover pages and in Section 2.1 have been bracketed as variable to allow for future address change of our administrative office. The telephone number on the contract front and back cover pages has been bracketed as variable to allow for future telephone number change.
	President's Signatures	The President's and Secretary's signature have been bracketed as variable to allow for future changes if the company's president or secretary should change.
Data Pages 2009-DP-4; 2009-DP-5; 2009-DP-6	Annuitant, Co-Annuitant, Owner Co-Owner, Contract Number, Contract Issue Date, Interest State Date, Initial Purchase Payment, Anticipated Payout Date, Required Payout Date	Specific to each contract being issued. The Anticipated Payout Date will be the later of 10 years or age 85. The Required Payout Date for issue ages 1 through 84 will be age 95; and for issue ages 85-90 will be age 100.
	Maximum Total Window Amount	The amount that will show here will be specific to each contract. The maximum is currently limited to 2x* the initial premium up to a total premium cap of \$1M**. For example, if the initial premium is \$250K, then the allowed window premium will be \$500K, for a total premium of \$750K. If the initial premium is \$400K, then the allowed window premium is not \$800K, but rather \$600K due to the \$1M cap. If initial premium is >\$1M, then no additional window payments will be allowed. *Range 1x to 3x. **Range \$1M to \$4M.
	Window Period	The dates that will show here will be specific to each contract. The product will allow 120 days* from issue to make added payments into the contract. *Range: 1 to 120 days
	Life Income Rates	Specific to each contract being issued. Type A will print for all plan types that allow sex-distinct income rates to be used. Type B will print for plan types that require uni-sex income rates.
	Plan Type	Specific to each contract being issued. The plan type elected on the Application will show in this area.
	Additional Benefits	The additional benefits shown are currently available. They may be discontinued at a future date for newly-issued contracts. Other benefits may be made available in the future upon approval and will appear in this space on the data page, upon approval of the benefit rider or endorsement.
	Guaranteed Interest Rate, Minimum Guaranteed Interest Rate & Nonforfeiture Rate	Specific to each contract being issued. The Guaranteed Interest Rate will never be less than the Minimum Guarantee Interest Rate & Nonforfeiture Rate. The Minimum Guarantee Interest Rate & Nonforfeiture Rate for contract years 1 through 6 will always be the same, regardless of the guarantee period selected, and will range from 1% to 3%.
Application SPDAAPP-2009	<b>Variable</b>	<b>Explanation</b>
	Administrative Office Address	The administrative office street address at the top of Page 1 has been bracketed as variable to allow for future administrative office address change.
	Plan Option	The plan options and guaranteed rate periods shown are those currently available. They may be discontinued in the future for newly-issued contracts. Additional plan options and guaranteed rate periods may also become available upon approval by the Department and will appear in this area upon such approval. The specific state notice for Arizona, plan option name for Florida, and guarantee rate period exception for Oregon listed in this section is that currently applicable for these states. The Company will begin making this application available via paper packages to our agents. Therefore, to reduce costs, it is our goal to have one application form for most states. Bracketing the current Arizona, Florida and Oregon statements will allow removal in their entirety should such state(s) no longer use this version of the application, or if what is required/newly approved by one of these states changes in the future. The Company's administrative office in the Arizona notice may also change (see "Administrative Office Address" description above). In addition, a field for "[State Variations]" is added. Adding a field for State Variations will ONLY be used to accommodate state language that may yet become required by a particular individual state and will not alter what is approved and applicable to your state.

Parties to Contract	The age exceptions listed in Section 2 have been bracketed to allow for any future state requirement changes.
Instructional Text and Administrative Rules	References to Company-required administrative rules, form names and form numbers of paperwork necessary to issue and administer this business are found in various areas of instructional text and administrative rules text throughout this application. Including this detail on the application helps our agents in ensuring administrative rules are followed and that all necessary paperwork is obtained and completed. These areas have been bracketed as variable to accommodate future changes in requirements, form numbers, or form names found in these bracketed areas.
Plan Type and Payment Classification	The plan types shown are currently the types available for issue. They are bracketed as variable to allow for the addition or deletion of a plan type or any state exception notation in the future (currently there is a state exception notation for Oregon shown as bracketed). For the Beneficiary IRA plan type, the statement in the instructional text indicating "Beneficiary IRA is not available if Select II is selected in section 1", and the statement directly below the listing of Beneficiary IRA plan type reading: "For Focus Fixed Annuity only" have been bracketed to allow removal of these notations in their entirety should the Beneficiary IRA plan type not be restricted solely to the Focus Fixed Annuity plan option in the future. The statement in the instructional text of: "Only credit union-owned 457 plans are allowed", is bracketed to allow for other owned 457 plan types in the future. In item d., Multiple Sources, "All states except New Jersey", "New Jersey: Window payments are not allowed.", and "New Jersey: Issue my annuity when all sources of payments listed in 3c have been received at the Company's administrative office." have been bracketed to allow for future deletion of this text if New Jersey should no longer use this application variation in the future. The text applicable to New Jersey will not change. Likewise, if another state in the future approves a product design where such state would also need to be listed in this area, then such state's name would be added. As stated above in "Instructional Text and Administrative Rules", detail on administrative rules in item d. has been provided on the application to help our agents issue this business and is bracketed to allow for future issuing rule changes.
Fraud Warning	The fraud warnings shown are those currently applicable. Each warning has been bracketed to allow for future change in required state language or removal of a warning in its entirety if a listed state would no longer use this version of the application in the future. A field for "[State Variations]" is included in this section. The Company will begin making this application available via paper packages to our agents. Therefore, to reduce costs, it is our goal to have one application form for most states. Adding a field for State Variations will ONLY be used to accommodate state language that may yet become required by a particular state. It will not be used to alter the existing language approved and applicable to your state.
State Notice and Agreement	<p>The Plan Options of "Focus" and "Select II" may, as stated in the "Plan Option" description above, be discontinued or added to in the future. This entire area is bracketed to allow for complete removal of a state-specific statement in its entirety (if such state would no longer use this application), or a plan option that may no longer be offered in the future. Additional plan options may also become available/added upon approval by the Department. Additional state-specific statements may become available/added upon approval by the state they apply to. Any such additions of a plan option or state-specific notice will appear in this area upon such approval. Other than complete removal or addition of a state-specific statement or a plan option, the text will remain unchanged. The text of a state-specific statement will not change unless applicable/approved in such state.</p> <p>Additionally, the state names under the "Select II" plan option are shown as bracketed to accommodate a change where a state may change their regulations where we would need to gain approval on a different product design. For example, state XYZ may have a regulation change where we would have to gain approval of a product design that did not include a market value adjustment. If such were the case, we would add XYZ state in the listing of states currently shown on the application such that the market value adjustment statement listed would also apply to such state. The language currently listed for Missouri, New Jersey and Oregon will not change unless applicable/approved in these states.</p> <p>A field for "[State Variations]" is included under both the "Focus" and "Select II" plan options to accommodate a change where a state may change their regulations where we would need to gain approval on a different product design. We would want to add any state notice change applicable/approved in such state. The Company will begin making this application available via paper packages to our agents. Therefore, to reduce costs, it is our goal to have one application form for most states. Adding a field for State Variations will ONLY be used to accommodate state language that may yet become required by a particular state upon approval from such state. It will not be used to alter the existing language approved and applicable to your state. An additional field for "[State Variations]" is included after the Florida fraud warning statement in the Agreement section above the signature lines to accommodate any other state's notice, should such state require placement of their fraud warning here instead of in the Fraud Warning Section. This Field will ONLY be used for this purpose and not to add any other language.</p>
Agent Section	The compensation options listed are the current options available to the Agent for payment of compensation. The options may change, be discontinued or be added to in the future. The credit union, broker/dealer, and general agent area is currently the information the Company needs to capture from our agents depending on their arrangement with the Company. A change to this information may change as necessary in the future. A field for "[State Variations]" is included in bulleted items 6 and 7 of this section. The Company will begin making this application available via paper packages to our agents. Therefore, to reduce costs, it is our goal to have one application form for most states. Adding a field for State Variations will ONLY be used to accommodate state language as it pertains to these specific bulleted items that may yet become required and approved by a particular state. It will not be used to alter the existing language that your state has approved.