

SERFF Tracking Number: KCLF-126180302 State: Arkansas  
Filing Company: Kansas City Life Insurance Company State Tracking Number: 42613  
Company Tracking Number: J180-2  
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium  
Variable  
Product Name: J180-2  
Project Name/Number: J180-2/J180-2

## Filing at a Glance

Company: Kansas City Life Insurance Company

Product Name: J180-2 SERFF Tr Num: KCLF-126180302 State: Arkansas  
TOI: A021 Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 42613  
Variable Closed  
Sub-TOI: A021.002 Flexible Premium Co Tr Num: J180-2 State Status: Approved-Closed  
Filing Type: Form Reviewer(s): Linda Bird  
Author: Jennifer Penfield Disposition Date: 06/11/2009  
Date Submitted: 06/06/2009 Disposition Status: Approved-  
Closed  
Implementation Date Requested: 07/01/2009 Implementation Date:

State Filing Description:

## General Information

Project Name: J180-2  
Project Number: J180-2  
Requested Filing Mode: Review & Approval  
Explanation for Combination/Other:  
Submission Type: New Submission  
Overall Rate Impact:  
Filing Status Changed: 06/11/2009

Status of Filing in Domicile: Authorized  
Date Approved in Domicile: 05/07/2009  
Domicile Status Comments:  
Market Type: Individual  
Group Market Size:  
Group Market Type:  
Explanation for Other Group Market Type:  
State Status Changed: 06/11/2009  
Created By: Jennifer Penfield  
Corresponding Filing Tracking Number:

Deemer Date:  
Submitted By: Jennifer Penfield  
Filing Description:

We are resubmitting this annuity contract for your review and approval. It was recently approved by your state on 4/8/09 under SERFF tracking number KCLF-126103740. We noticed after it was approved that the surrender-charge schedule on page 5 and the Table of Guaranteed Values example on page 4 contained errors. We have corrected these errors.

This is a flexible-premium, deferred annuity contract that has a guaranteed interest rate for seven years. It is a nonparticipating contract.

We are requesting an implementation date of July 1, 2009.

SERFF Tracking Number: KCLF-126180302 State: Arkansas  
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 Variable  
 Product Name: J180-2  
 Project Name/Number: J180-2/J180-2

## Company and Contact

### Filing Contact Information

Jennifer Penfield, Compliance Analyst jpenfield@kclife.com  
 3520 Broadway St 800-821-5529 [Phone] 8420 [Ext]  
 PO Box 219139  
 Kansas City, MO 64121-2139

### Filing Company Information

Kansas City Life Insurance Company CoCode: 65129 State of Domicile: Missouri  
 P O Box 219139 Group Code: 588 Company Type: Life  
 Kansas City, MO 64121-9139 Group Name: State ID Number:  
 (800) 821-5529 ext. [Phone] FEIN Number: 44-0308260

## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Kansas City Life Insurance Company	\$50.00	06/06/2009	28417456

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	06/11/2009	06/11/2009

*SERFF Tracking Number:* KCLF-126180302      *State:* Arkansas  
*Filing Company:* Kansas City Life Insurance Company      *State Tracking Number:* 42613  
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Variable  
*Product Name:* J180-2  
*Project Name/Number:* J180-2/J180-2

## **Disposition**

Disposition Date: 06/11/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.



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## Form Schedule

Lead Form Number: J180

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	J180	Policy/Cont Flexible-Premium, ract/Fratern Deferred Annuity al Contract-- Certificate Nonparticipating	Initial		51.400	J180 10 Day.pdf



**KANSAS CITY LIFE  
INSURANCE COMPANY**

***Flexible Premium Annuity  
Contract - Nonparticipating***

*Contract Number*  
[123456789]  
*Annuitant*  
[John Doe]  
*Agency*  
[0001]

Annuity proceeds payable at maturity date. Death proceeds payable in event of death of Annuitant prior to maturity date. Flexible premiums payable until maturity date or prior death of Annuitant.

Kansas City Life Insurance Company will pay the proceeds of this contract according to the provisions on this and the following pages, all of which are part of this contract. This contract is a legal contract between you and Kansas City Life Insurance Company. **READ YOUR CONTRACT CAREFULLY.**

Signed for Kansas City Life Insurance Company, a stock company, at its Home Office, 3520 Broadway, PO Box 219139, Kansas City, MO 64121-9139.

Secretary

President

***10-Day Right to Examine Contract***

Please examine this contract carefully. If you are not satisfied, you may return the contract to us or to your agent within 10 days of its receipt. If returned, the contract will be void from the beginning and any premium paid will be refunded.

## *Guide to Contract Provisions*

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A copy of the original application and any additional benefits provided by rider or endorsement follow the last page of this contract.

## ***Section 1. Contract Data***

### ***Beneficiary***

As stated in the application or in the last beneficiary designation filed with us

***Contract Number***  
[9999999]

### ***Annuitant***

[John A. Doe]

### ***Owner***

As stated in the application or in the last ownership designation filed with us

### ***Contract Date***

[Jan 29, 2009]

### ***Issue Age***

[35]

### ***Maturity Date***

[Jan 29, 2059]

### ***Sex***

[Male]

### ***Redetermination Dates***

[Jan 29, 2019] and subsequent Contract Anniversaries

### ***Guaranteed Interest Rate***

[1]%

The Guaranteed Interest Rate will be redetermined as described in Section 4.7, Guaranteed Interest Rate. The Guaranteed Interest Rate will always be at least 1% and no more than 3%.

### ***Administrative Charge***

We will deduct a \$30 administrative charge from the Contract Value at the end of each contract year.

We will not deduct this administrative charge in any given contract year if:

- 1) the Contract Value at the end of the contract year is \$10,000 or more; or
- 2) the premium we receive during that contract year is \$600 or more.

**Section 1. Contract Data (continued)**

Date Prepared: [ 01/29/2009]

**Annuitant**

[JOHN A. DOE]

**Contract Number**

[9999999]

**Form No**  
J180

**Benefit Description**  
Flexible Premium  
Annuity Contract—Nonparticipating

**Annual Amount**  
\$[1000.00]

**Premiums Payable**  
To age 85\*

TOTAL ANNUAL PREMIUM

\$[1000.00]

\* Premiums are payable according to the flexible premium provisions of this contract.

**Table of Guaranteed Values**

<b>End of Contract Year</b>	<b>Annual Net Annuity Premium</b>	<b>Guaranteed Accumulated Values</b>	<b>Guaranteed Cash Surrender Values</b>	<b>End of Contract Year</b>	<b>Annual Net Annuity Premium</b>	<b>Guaranteed Accumulated Values</b>	<b>Guaranteed Cash Surrender Values</b>
1	[\$1000.00]	[\$1,010.00]	[\$937.28]	13	[\$1000.00]	[\$13,947.42]	[\$13,947.42]
2	[\$1000.00]	[\$2,030.10]	[\$1,902.20]	14	[\$1000.00]	[\$15,096.90]	[\$15,096.90]
3	[\$1000.00]	[\$3,060.40]	[\$2,895.14]	15	[\$1000.00]	[\$16,257.86]	[\$16,257.86]
4	[\$1000.00]	[\$4,101.01]	[\$3,916.46]	16	[\$1000.00]	[\$17,430.44]	[\$17,430.44]
5	[\$1000.00]	[\$5,152.02]	[\$4,966.54]	17	[\$1000.00]	[\$18,614.75]	[\$18,614.75]
6	[\$1000.00]	[\$6,213.54]	[\$6,101.69]	18	[\$1000.00]	[\$19,810.90]	[\$19,810.90]
7	[\$1000.00]	[\$7,285.67]	[\$7,285.67]	19	[\$1000.00]	[\$21,019.00]	[\$21,019.00]
8	[\$1000.00]	[\$8,368.53]	[\$8,368.53]	20	[\$1000.00]	[\$22,239.19]	[\$22,239.19]
9	[\$1000.00]	[\$9,462.21]	[\$9,462.21]	AGE 60	[\$1000.00]	[\$28,525.63]	[\$28,525.63]
10	[\$1000.00]	[\$10,566.83]	[\$10,566.83]	AGE 62	[\$1000.00]	[\$31,129.10]	[\$31,129.10]
11	[\$1000.00]	[\$11,682.50]	[\$11,682.50]	AGE 65	[\$1000.00]	[\$35,132.74]	[\$35,132.74]
12	[\$1000.00]	[\$12,809.33]	[\$12,809.33]				

Values shown in the table above are based on an annual net premium of \$[1,000] on each contract anniversary, a minimum Guaranteed Interest Rate of [1]% from the Contract Date until the first Redetermination Date, and a minimum Guaranteed Interest Rate of 1% beginning on the first Redetermination Date. These values assume that no partial surrenders have been made. We will adjust values between contract anniversaries for any premium paid and any time elapsed during the year. We will furnish values for any contract year not shown on request.

**Section 1. Contract Data (Continued)**

*Date Prepared: [01/29/2009]*

*Annuitant*  
[ JOHN A. DOE ]

*Contract Number*  
[9999999]

***Surrender Charge Percentages***

<b><i><u>Beginning of Contract Year</u></i></b>	<b><i><u>Percentage</u></i></b>
1	8%
2	8%
3	7%
4	6%
5	5%
6	4%
7	2%
8+	0%

The surrender charge is the Contract Value times the percentage shown in the table above for the applicable contract year. The surrender charge percentage during a contract year will be interpolated to reflect the time elapsed during that year.

We will not assess a surrender charge beginning in the contract year in which the surrender charge percentage reaches zero.

## ***Section 2: Definition of Certain Terms***

The following are key words used in this contract and are important in describing both your rights and ours. As you read this contract, refer to these definitions.

### ***2.1 Age***

Age means the age on the Annuitant's last birthday as of each contract anniversary. This contract is issued at the age shown in Section 1, Contract Data, which is the Annuitant's age on the contract date. If the contract date falls on the birthday of the Annuitant, the age will be the age attained by the Annuitant on the contract date.

### ***2.2 Annuitant***

The person on whose life the annuity benefit for this contract is based.

### ***2.3 Beneficiary***

The person you have designated in the application or in the last beneficiary designation filed with us to receive any proceeds payable under this contract at the death of the Annuitant.

### ***2.4 Cash Surrender Value***

The Contract Value at the time of surrender less applicable surrender charges and any premium taxes payable.

### ***2.5 Contract Anniversary***

The same day and month as the contract date each year that the contract remains in force.

### ***2.6 Contract Year***

Any period of twelve months starting with the contract date and each contract anniversary thereafter.

### ***2.7 Contract Date***

The contract date is the date from which contract months, years and anniversaries are computed.

### ***2.8 Contract Value***

The value accumulated in your contract. This value is described in more detail in Section 7.1, Contract Value.

### ***2.9 Maturity Date***

The scheduled date shown in Section 1, Contract Data, on which we will pay the maturity proceeds of the contract. You elect in what form to receive this payment. The earliest maturity date is the later of the contract anniversary following the Annuitant's 85th birthday or the tenth anniversary of the contract. However, qualified contracts may be required to begin distributions at age 70 1/2.

### ***2.10 Owner***

The person entitled to exercise all rights and privileges provided in the contract.

### ***2.11 Proceeds***

The total amount we are obligated to pay under the terms of this contract.

### ***2.12 Redetermination Dates***

The dates, shown in Section 1, Contract Data, upon which the Guaranteed Interest Rate will be redetermined.

### ***2.13 We, Our, Us***

Kansas City Life Insurance Company.

### ***2.14 Written Notice***

A written notice or notice in a form satisfactory to us, which is signed by the owner and received at the Home Office.

### ***2.15 You, Your***

The owner of this contract. The owner may be someone other than the Annuitant.

## ***Section 3: Proceeds***

### ***3.1 Types of Proceeds and Method of Payment***

There are various types of proceeds available under this contract. These include:

- Maturity proceeds
- Death proceeds
- Surrender proceeds
- Partial surrender proceeds
- Nursing Home benefit proceeds

We will pay maturity, death or surrender proceeds either under a payment option as described in Section 8 or in a lump sum. The amount of proceeds payable will vary by the type of proceeds and the form of payment selected. We will only pay partial surrender proceeds as a lump sum or under the Systematic Partial Surrender Plan described in Section 7.4.

We reserve the right to require that this contract be returned to us when maturity, surrender or death proceeds are paid.

To the extent permitted by law, proceeds will not be subject to any claims of your creditors or the beneficiary's creditors.

### ***3.2 Maturity Proceeds***

On the maturity date you have the option to continue the contract in force, or have the maturity proceeds paid to the Annuitant, if living. The maturity proceeds may be received in a lump sum or you can choose any available payout option described in the Payment of Proceeds provision.

The maturity proceeds will be equal to:

- 1) the cash surrender value as described in Section 7.2, if you choose a lump sum, Option 1, or Options 2 or 3 with a payment period of less than five years; or
- 2) the Contract Value as described in Section 7.1, if you choose Options 2 or 3 with a payment period of at least five years, or Options 4 or 5.

### **3.3 Death Proceeds**

The proceeds payable at the time of death will be the Contract Value as defined in Section 7.1.

If the Annuitant dies prior to the maturity date, we will pay the proceeds to the beneficiary. We require proof of the Annuitant's death while this contract is in force. We will pay the proceeds to the beneficiary in a lump sum unless you or the beneficiary elect one of the payment options listed in Section 8.

We will pay interest on single sum death proceeds from the date of the Annuitant's death until the date of payment. Interest will be at an annual rate that we determine, but never less than the rate required by the state in which this contract is delivered.

### **3.4 Surrender Proceeds**

We will pay proceeds of a full surrender of the contract as either a lump sum or under a payment option as described in Section 8. Unless you specify otherwise, we will pay surrender proceeds as a lump sum. Surrender proceeds will be equal to:

- 1) the cash surrender value as described in Section 7.2, if you choose a lump sum, Option 1, or Options 2 or 3 with a payment period of less than five years; or
- 2) the Contract Value as described in Section 7.1 if you choose Options 2 or 3 with a payment period of at least five years, or Options 4 or 5.

The amount of proceeds payable under the Partial Surrender Provision is defined in Section 7.3. We will only pay out partial surrender proceeds as a lump sum or under the Systematic Partial Surrender Plan described in Section 7.4.

### **3.5 Nursing Home Benefit Proceeds**

If we receive satisfactory proof that the owner is admitted to a licensed nursing home, up to the full Contract Value may be paid out equally over at least a three-year period with no surrender charges. The owner must be confined to a licensed nursing home for at least 90 days before the surrender charges will be waived.

### **3.6 Proceeds Applied Under Payment Options**

If you elect to receive proceeds under a payment option as described in Section 8, we may require proof that the Annuitant is living.

If you choose to receive a life income (payment options 4 or 5), this life income will be purchased using the applicable monthly life income factor

shown in Section 8. If the payout rates in use by us at the time proceeds become payable are more favorable than those shown in Section 8, we will provide a life income using the more favorable rates.

Once a monthly life income (payment options 4 or 5 as described in Section 8) becomes payable, you may not make any election regarding payment of the proceeds other than the right to change the beneficiary or contingent payee.

## **Section 4: Other Contract Provisions**

### **4.1 Contract**

This contract and application are the entire contract. This contract is issued in consideration of the application and payment of the premiums. We will attach a copy of the application when we issue the contract. In the absence of fraud, all statements made in the application either by you or by the Annuitant will be considered representations and not warranties. We may use statements to contest a claim or the validity of this contract only if they are contained in the application.

### **4.2 Authority to Change or Modify**

No change or waiver of any provisions of this contract will be valid unless made in writing by us and signed by our President, Vice President, Secretary or Assistant Secretary. No agent or other person has authority to change or waive any provision of your contract.

### **4.3 Age and Sex**

This contract is issued at the age shown in Section 1, Contract Data.

If the Annuitant's age or sex has been incorrectly stated, the benefits under this contract will be those the proceeds applied would have purchased for the correct age and sex.

If the incorrect statement is not discovered until after payments have begun:

- 1) any overpayment by us will be deducted from the next succeeding payment or payments as they fall due; or
- 2) any underpayment by us will be paid in one sum to the Annuitant.

In either case, interest will be payable at the rate of 3% per year compounded annually.

### **4.4 Evidence that Annuitant is Living**

We may require proof that the Annuitant is living whenever the total monthly income paid to the Annuitant exceeds the amount guaranteed

### **4.5 Excess Interest**

We may credit excess interest to this contract while it is in force and before the maturity proceeds have been paid.

#### **4.6 Guaranteed Interest Rate**

The Guaranteed Interest Rate, shown in Section 1, Contract Data, is in effect from the Contract Date to the first Redetermination Date, shown in Section 1, Contract Data. On each Redetermination Date, a redetermined Guaranteed Interest Rate will take effect. The redetermined Guaranteed Interest Rate is based on the 5-year Constant Treasury Maturity monthly average rate for November of the previous calendar year published by the Federal Reserve, known hereafter in this provision as the Treasury Rate. The redetermined Guaranteed Interest Rate will be calculated as the Treasury Rate rounded to the nearest five-hundredths of one percent (0.05%) reduced by 1.25%, and will be at least 1% and not more than 3%.

We will notify you when your Guaranteed Interest Rate is redetermined.

#### **4.7 Option to Change Maturity Date**

You may elect a new maturity date at any time by making a written notice to us subject to the following limitations:

- 1) we must receive your written notice at least 30 days before the current maturity date;
- 2) the requested maturity date must be a date that is at least 30 days after we receive your written notice;
- 3) the requested maturity date cannot exceed the later of the contract anniversary following the Annuitant's 85th birthday, or the tenth anniversary of the contract; and
- 4) the requested maturity date must be no later than any earlier maturity date required by law.

We may require that the contract be submitted for endorsement to show the change.

If you elect a new maturity date, the monthly life income factor will be as shown in Table B of Section 8, Payment of Proceeds.

#### **4.8 Contract Termination**

We reserve the right to terminate this contract if you make a partial surrender which lowers the Contract Value to less than \$2,000.

#### **4.9 Nonparticipating**

This contract will not participate in any of our profits, losses or surplus earnings except as provided in Section 4.6, Excess Interest.

#### **4.10 Annual Report**

At least annually we will send you a report, free of charge, showing the following:

- 1) the Contract Value;
- 2) the cash surrender value; and
- 3) any other information required by law or regulation.

Upon receiving your written notice, we will send you a report at any other time during the year for a reasonable charge as determined by us (but never more than \$25).

## **Section 5: Premiums**

### **5.1 Flexible Premium Provision**

You must pay your first premium when the contract is delivered. You may pay premiums after the first premium at any time while the contract is in force prior to the maturity date. These premiums may vary in amount at your option except that we reserve the right to require that the premium payment be at least \$50 monthly or \$600 annually. Total premiums paid cannot exceed \$250,000 without our prior approval.

All premiums after the first are payable at the Home Office or to a representative authorized to receive premiums. We will furnish a receipt signed by us on request.

### **5.2 Nonpayment of Premiums**

We will continue to accumulate your premiums with interest to the maturity date if premiums for this contract cease. The monthly income payable on the maturity date will be as described in Section 3.2, Maturity Proceeds.

We reserve the right to terminate the contract if you do not pay a premium for two years and the cash surrender value of your contract is less than \$500. We will pay the remaining value to you under Section 7.2, Cash Surrender Value.

## **Section 6: Control of Contract**

### **6.1 Ownership**

The Annuitant is the owner unless otherwise provided in the application. As owner, you may exercise every right provided by your contract. These rights and privileges end at the Annuitant's death.

The consent of the beneficiary is required to exercise these rights if you have waived the right to change the beneficiary.

If this contract is part of a qualified plan under the Internal Revenue Code, it may not be:

- 1) pledged as collateral for a loan;
- 2) pledged as security for the performance of any obligation or for any other purpose to any person other than to us; or
- 3) sold, assigned, transferred or discounted.

However, if this contract is owned by a trust, custodian or employer as part of a qualified plan, ownership may be assigned by them to the person eligible to receive payment.

## **6.2 Change of Ownership**

Except as provided in Section 6.1, you may change the ownership of this contract by giving written notice to us. The change will be effective on the date your request was signed but will have no effect on any payment made or other action taken by us before we receive it. We may require that the contract be submitted for endorsement to show the change.

Certain federal income tax consequences may apply to a change of ownership on non-qualified contracts. You should consult with your tax advisor before requesting any change of ownership on a non-qualified contract.

## **6.3 Assignment**

An assignment is a transfer of some or all of your rights under this contract. No assignment will be binding on us unless made in writing and filed at our Home Office. We assume no responsibility for the validity or effect of any assignment.

Certain federal income tax consequences may apply to an assignment. You should consult with your tax advisor before requesting any assignment.

## **6.4 Beneficiary**

The beneficiary is shown on the application or in the last beneficiary designation filed with us. Death proceeds will be paid to the beneficiary except as provided in this Section.

If any beneficiary dies before the Annuitant, that beneficiary's interest will pass to any other beneficiaries according to their respective interests.

If all beneficiaries die before the Annuitant, we will pay the death proceeds to you, if living, otherwise to your estate or legal successors.

Unless you have waived the right to do so, you may change the beneficiary by filing a written request in a form satisfactory to us. In order to be effective, the written request for change of beneficiary must be signed while your contract is in force and the Annuitant is living. The change will be effective on the date your request was signed but will have no effect on any payment made or other action taken by us before we receive it.

The interest of any beneficiary will be subject to:

- 1) any assignment of this contract which is binding on us; and
- 2) any optional settlement agreement in effect at the Annuitant's death.

## **6.5 Simultaneous Death of Beneficiary and Annuitant**

We will pay death proceeds as though the beneficiary died before the Annuitant if:

- 1) the beneficiary dies at the same time as or within 15 days of the Annuitant's death; and

- 2) we have not paid the proceeds to the beneficiary within this 15-day period.

## **Section 7: Guaranteed Contract Values**

### **7.1 Contract Value**

We will accumulate each annuity premium with interest from the date we receive the premium.

The Contract Value at the end of any calendar year is equal to:

- 1) the previous year's Contract Value; and
- 2) guaranteed interest at the calculated rate shown in Section 1, Contract Data; and
- 3) any excess interest we credit during the year; and
- 4) the sum of any annuity premium we receive during the year with interest to the end of the year.

less:

- 5) the \$30 administrative charge described in Section 1, if applicable; and
- 6) any adjustments for partial surrenders occurring during the year.

We will credit interest on the portion of the Contract Value surrendered up to the date such surrender is requested.

We will decrease the Contract Value by any premium taxes payable.

We will determine Contract Values at any date within a contract year with allowance for the time elapsed in that contract year.

### **7.2 Cash Surrender Value**

You may surrender this contract for its cash surrender value at any time before the earlier of:

- 1) your death;
- 2) the Annuitant's death; or
- 3) the maturity date.

When you surrender the contract you will receive 10% of the Contract Value without a surrender charge provided you have not exercised the partial surrender provision or have not participated in the systematic partial surrender plan during the current contract year.

The cash surrender value of this contract will never be less than the minimum value required by the state in which this contract is delivered.

The cash surrender value is equal to the Contract Value less applicable surrender charges and any premium taxes payable.

To surrender the contract you must submit a written request to us. We have the right to require that the contract be returned to us as well. We will determine the cash surrender value on the date we receive these requirements.

We will pay the cash surrender value in a lump sum unless you request payment under a payment option.

Certain federal income tax consequences may apply to a cash surrender of the contract. You should consult with your tax advisor before requesting a surrender.

We have the right to delay paying any cash surrender value for up to six months from the date surrender is requested.

### **7.3 Partial Surrender**

At any time before the earlier of the death of the Annuitant or the maturity date, you may surrender up to 10% of the Contract Value each contract year and have the proceeds paid to you in a lump sum without incurring a surrender charge. However, any surrender in excess of 10% during a contract year will be subject to the surrender charge. The minimum distribution requested must be at least \$100. We will surrender the amount requested from the Contract Value on the day written notice for the surrender is received at our Home Office. Any applicable surrender charge will be deducted from the remaining Contract Value. If the remaining Contract Value is less than the surrender charge, the amount surrendered will be reduced.

After the surrender charge reaches zero, we will not apply a surrender charge regardless of the amount of Contract Value surrendered.

The option to elect a 10% free partial surrender is limited to one per contract year, even if the amount surrendered during that year is less than 10% of the Contract Value. If you are participating in the systematic partial surrender plan, that is considered the one free partial surrender for the contract year.

Certain federal income tax consequences may apply to partial surrenders from the contract. You should consult with your tax advisor before requesting any partial surrenders.

### **7.4 Systematic Partial Surrender Plan**

The systematic partial surrender plan enables you to pre-authorize a periodic exercise of the partial surrender right. If you enter into this plan, you may instruct us to surrender a requested dollar amount from the contract on a monthly, quarterly, semi-annual or annual basis.

The minimum distribution requested must be at least \$100. The maximum amount which can be surrendered under the plan without a surrender charge is 10% of the Contract Value as of the time

the systematic plan is elected. In subsequent years the amount which can be surrendered under the plan without a surrender charge is 10% of the Contract Value at the beginning of each contract year.

We will notify you if the total amount to be surrendered in a subsequent contract year will exceed 10% of the Contract Value as of the beginning of such contract year. Unless you instruct us to reduce the surrender amount for that year so that it does not exceed the 10% limit, we will continue to process surrenders for the designated amount. Once the amount of the surrender exceeds the 10% limit, we will deduct the applicable surrender charge from the remaining payments.

Any other surrender in a year when the systematic partial surrender plan has been utilized will be subject to the surrender charge.

The option to elect the 10% free systematic partial surrender plan is limited to one per contract year, even if the amount surrendered during that year is less than 10% of the Contract Value.

After the surrender charge shown in Section 1, Contract Data reaches zero, we will not apply a surrender charge regardless of the amount of Contract Value surrendered.

Systematic partial surrenders may be discontinued by you at any time upon written request to us at our Home Office.

Certain federal income tax consequences may apply to systematic partial surrenders from the contract. You should consult with your tax advisor before requesting any systematic partial surrenders.

### **7.5 Basis of Computation**

Our calculation of guaranteed values are based on the guaranteed interest rate shown in Section 1, Contract Data. The reserves and guaranteed values will never be less than the minimum required by law of the state in which this contract is delivered.

## **Section 8: Payment of Proceeds**

### **8.1 Payment Options**

You may apply death benefit, maturity or full surrender proceeds of \$2,000 or more to any of the following options:

#### **Option 1. Interest Payments**

We will make interest payments to the payee annually or monthly as elected. Interest on the proceeds will be paid at the guaranteed rate of 1.5% per year and may be increased by additional interest paid annually. The proceeds and any unpaid interest may be withdrawn in full at any time.

#### **Option 2. Installments of a Specified Amount**

We will make annual or monthly payments until the proceeds plus interest are fully paid. Interest on the proceeds will be paid at the guaranteed rate of 1.5% per year and may be increased by additional interest. The present value of any unpaid installments may be withdrawn at any time.

**Option 3. Installments for a Specified Period**

Payment of the proceeds may be made in equal annual or monthly payments for a specified number of years. Interest on the proceeds will be paid at the guaranteed rate of 1.5% per year and may be increased by additional interest. The present value of any unpaid installments may be withdrawn at any time. The amount of each payment is shown in Table A.

**Option 4. Life Income**

We will pay an income during the payee's lifetime. A minimum guaranteed payment period may be chosen. We will continue payments under the Installment Refund Option until the total income payments paid equal the proceeds applied. The amount of each payment is shown in Table B.

**Option 5. Joint and Survivor Income**

We will pay an income during the lifetime of two persons and will continue to pay the same income as long as either person is living. The minimum guaranteed payment period will be ten years. The amount of each payment is shown in Table C.

If the payout rates in use by us at the time proceeds become payable are more favorable than those shown in Options 4 and 5, we will provide a life income using the more favorable rates.

**8.2 Payee**

The payee is the person receiving proceeds under a payment option. The payee can be you, the Annuitant or a beneficiary. We will require satisfactory proof of the payee's age and sex under Options 4 and 5.

The contingent payee is the person named to receive proceeds if the payee is not alive.

**8.3 Minimum Payments**

The payment under any settlement option must be at least \$50. We may make payments less frequently so that each payment is at least \$50.

**8.4 Choice of Options**

You may choose an option by written notice during the Annuitant's lifetime. If a settlement option is not in effect at the Annuitant's death, the beneficiary may make a choice.

**8.5 Availability of Options**

We have the right to restrict these options if you designate an executor, administrator, trustee, corporation, partnership or association as the payee.

**8.6 Operative Date**

The first payment will be payable on the payment mode following the date proceeds become payable.

**8.7 Death of Payee**

At the death of the payee, any payments remaining will be paid according to the terms of the payment options chosen, unless the contingent payee elects in writing to receive the present value of any remaining guaranteed payments in a single sum.

If a contingent payee has not been named or does not survive the payee, the following amounts will be paid in one sum to the estate of the payee:

- 1) any amount left on deposit under Option 1; and
- 2) the present value of any remaining guaranteed payments under Options 2 through 5.

If you have not named a contingent payee, or if every contingent payee named by you dies before the payee, you may, by written notice to us, name a new contingent payee. The new contingent payee will receive any amount that would otherwise have been payable to the payee's estate.

**8.8 Claims of Creditors**

To the extent permitted by law, proceeds will not be subject to any claims of a payee's creditors.

**TABLE A - INSTALLMENT OPTION\***  
for each \$1,000 of Proceeds Applied

Term of Years	Annual	Monthly	Term of Years	Annual	Monthly	Term of Years	Annual	Monthly
1	\$1000.00	\$83.90	11	\$97.83	\$8.21	21	\$55.04	\$4.62
2	503.72	42.26	12	90.33	7.58	22	52.91	4.44
3	338.31	28.39	13	83.98	7.05	23	50.97	4.28
4	255.61	21.45	14	78.55	6.59	24	49.19	4.13
5	206.00	17.28	15	73.84	6.20	25	47.55	3.99
6	172.93	14.51	16	69.72	5.85	26	46.04	3.86
7	149.32	12.53	17	66.09	5.55	27	44.65	3.75
8	131.61	11.04	18	62.86	5.27	28	43.35	3.64
9	117.84	9.89	19	59.98	5.03	29	42.15	3.54
10	106.83	8.96	20	57.38	4.81	30	41.02	3.44

**TABLE B - LIFE INCOME OPTIONS\***  
Monthly Income for each \$1,000 of Proceeds Applied

Age	MALE				FEMALE			
	Minimum Guaranteed Payment Period				Minimum Guaranteed Payment Period			
	None	120 Months	240 Months	Installment Refund	None	120 Months	240 Months	Installment Refund
50	\$3.01	\$2.99	\$2.92	\$2.75	\$2.77	\$2.76	\$2.73	\$2.62
51	3.07	3.05	2.97	2.80	2.83	2.82	2.78	2.66
52	3.14	3.12	3.03	2.85	2.89	2.87	2.83	2.70
53	3.21	3.19	3.08	2.90	2.95	2.93	2.88	2.75
54	3.29	3.26	3.14	2.95	3.01	3.00	2.94	2.80
55	3.37	3.34	3.20	3.00	3.08	3.06	3.00	2.85
56	3.45	3.42	3.27	3.06	3.15	3.13	3.05	2.90
57	3.54	3.50	3.33	3.11	3.23	3.21	3.12	2.95
58	3.64	3.59	3.39	3.17	3.31	3.28	3.18	3.01
59	3.74	3.68	3.46	3.23	3.39	3.36	3.24	3.06
60	3.85	3.78	3.52	3.30	3.48	3.45	3.31	3.12
61	3.96	3.88	3.59	3.36	3.58	3.54	3.38	3.19
62	4.08	3.99	3.65	3.43	3.68	3.63	3.45	3.25
63	4.21	4.11	3.72	3.51	3.79	3.73	3.52	3.32
64	4.35	4.23	3.79	3.58	3.90	3.84	3.59	3.39
65	4.50	4.35	3.85	3.66	4.02	3.95	3.66	3.47
66	4.66	4.48	3.91	3.74	4.15	4.07	3.74	3.54
67	4.83	4.62	3.97	3.83	4.29	4.19	3.81	3.63
68	5.01	4.76	4.03	3.91	4.44	4.33	3.88	3.71
69	5.20	4.91	4.08	4.00	4.60	4.46	3.94	3.80
70	5.41	5.06	4.13	4.10	4.78	4.61	4.01	3.89
71	5.62	5.22	4.18	4.20	4.96	4.76	4.07	3.99
72	5.85	5.38	4.23	4.30	5.17	4.93	4.13	4.09
73	6.10	5.54	4.26	4.41	5.39	5.09	4.18	4.19
74	6.36	5.71	4.30	4.52	5.62	5.27	4.23	4.30
75	6.65	5.88	4.33	4.63	5.88	5.45	4.27	4.42

**TABLE C - JOINT AND SURVIVOR OPTION\***  
Monthly Income - Ten Year Guaranteed Payment Period  
for each \$1,000 of Proceeds Applied

Male Age	Female Age					
	50	55	60	65	70	75
50	\$2.52	\$2.64	\$2.75	\$2.83	\$2.89	\$2.94
55		2.76	2.92	3.05	3.16	3.24
60			3.07	3.28	3.45	3.59
65				3.49	3.76	3.99
70					4.04	4.41
75						4.78

\*Amounts not shown for available options will be furnished on request.



**KANSAS CITY LIFE  
INSURANCE COMPANY**

***Flexible Premium Annuity  
Contract – Nonparticipating***

Annuity proceeds payable at maturity date. Death proceeds payable in event of death of Annuitant prior to maturity date. Flexible premiums payable until maturity date or prior death of Annuitant.

If you have any questions concerning this contract or if anyone suggests that you change or replace this contract, please contact your Kansas City Life agent or the Home Office of the Company

SERFF Tracking Number: KCLF-126180302 State: Arkansas  
Filing Company: Kansas City Life Insurance Company State Tracking Number: 42613  
Company Tracking Number: J180-2  
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium  
Variable  
Product Name: J180-2  
Project Name/Number: J180-2/J180-2

## Supporting Document Schedules

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

**Satisfied - Item:** Flesch Certification

**Comments:**

**Attachment:**

J170 ArCert - Reg. 19.pdf

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

**Satisfied - Item:** Application

**Comments:**

A137-G is our application for annuities. It was approved 4/14/1999.

**Attachment:**

A137-G.pdf

**STATE OF ARKANSAS  
COMPLIANCE CERTIFICATION**

COMPANY NAME: Kansas City Life Insurance

FORM TITLE(S): Flexible Premium Annuity Contract Nonparticipating

FORM NUMBER(S): J180

I hereby certify that to the best of my knowledge and belief, the above forms and submission are in compliance with Regulation 19 and Regulation 49, as well as the other laws, rules and regulations of the State of Arkansas.



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Marc Bensing  
Assistant Vice President  
Kansas City Life Insurance Company

Date: June 5, 2009



Application for Annuity

Annuitant

Name First Middle Last Social Security No. Male Female

Address Street City State ZIP Date of Birth Month Day Year

Home Phone No. Work Phone No. ext. State of Birth

Owner

Name First Middle Last Male Female

Address Street City State ZIP

Tax ID or Social Security No. State of Birth Date of Birth Month Day Year

Annuitant will be the Owner, unless otherwise stated. For non-qualified annuities only - If the Owner is other than the Annuitant, the beneficiary, in the event of the Owner's death, will automatically be the Annuitant unless otherwise specified below.

Owner's Beneficiary Relationship to Owner

Beneficiary

with right to change - unless otherwise stated, benefits are payable equally to the named beneficiary(ies) or to the survivors or survivor

Primary Beneficiary Relationship to Annuitant

Contingent Beneficiary Relationship to Annuitant

Contingent Beneficiary Relationship to Annuitant

Plan

Plan Name Flexible Premium \*\*Annual Single Premium Premium \$

Market Non-qualified 403(b) 401(k) 501(c)(3) SEP IRA ROTH IRA SIMPLE IRA Other Pension Plan - Please indicate if Profit Sharing or Money Purchase (circle one) \*Contribution is for tax year

Rollover Yes No Amount of Transfer \$ Are any funds the result of a transfer from a Qualified Plan? Yes No

Billing

Premium Mode Ann SA Qtly Mo Collection Type PAC GA CB FAP Single

Send Notices and Statements to: Annuitant Owner Other (give name and address)

Branch of Service for Government Allotment Payor's SSN for GA

Special Requests

(Policy date, existing PAC or CB number, etc.)

Home Office Endorsements

\*\*Interest crediting will begin upon date of receipt of funds by Home Office, Kansas City, MO

(continued on reverse side)

## Replacement

1. Will any existing life, health or annuity contract be lapsed, reissued, surrendered, or converted (to reduce amount of premium or period of coverage including surrender options) if the proposed policy is issued? .....  Yes  No
2. Will the proposed policy be part of an IRC Section 1035 Exchange?.....  Yes  No

## Signatures

**Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.**

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
City State Month Year

\_\_\_\_\_  
Annuitant's Signature (if under 15, parent/guardian signature)

\_\_\_\_\_  
Applicant's Signature (if other than Annuitant)

## Statement of Agent

To the best of my knowledge the annuity applied for in this application  will  will not replace existing insurance.

\_\_\_\_\_  
Agent's Code | Signature of Writing Agent

\_\_\_\_\_  
Agency Code | Agency

**All premium checks must be made payable to Kansas City Life Insurance Company.  
Do not make check payable to the agent or leave the payee blank.**