

SERFF Tracking Number: OXFR-126178528 State: Arkansas
 Filing Company: Oxford Life Insurance Company State Tracking Number: 42612
 Company Tracking Number: MYGA800AR
 TOI: A02I Individual Annuities- Deferred Non- Variable Sub-TOI: A02I.004 Modified Single Premium
 Product Name: Oxford Life Insurance Company Multi-Year Guarantee Annuity
 Project Name/Number: Oxford Life Insurance Company/

Filing at a Glance

Company: Oxford Life Insurance Company

Product Name: Oxford Life Insurance Company SERFF Tr Num: OXFR-126178528 State: Arkansas

Multi-Year Guarantee Annuity

TOI: A02I Individual Annuities- Deferred Non- Variable SERFF Status: Closed-Approved- Closed State Tr Num: 42612

Sub-TOI: A02I.004 Modified Single Premium Co Tr Num: MYGA800AR State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird

Author: Lisa Kaiser

Disposition Date: 06/18/2009

Date Submitted: 06/04/2009

Disposition Status: Approved-Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name: Oxford Life Insurance Company

Status of Filing in Domicile: Authorized

Project Number:

Date Approved in Domicile: 06/04/2009

Requested Filing Mode: Review & Approval

Domicile Status Comments: Approved

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 06/18/2009

Explanation for Other Group Market Type:

State Status Changed: 06/18/2009

Deemer Date:

Created By: Lisa Kaiser

Submitted By: Lisa Kaiser

Corresponding Filing Tracking Number:
MYGA800AR

Filing Description:

The above-referenced form is being submitted to you for your review and approval. No part of this filing contains any unusual or possibly controversial items from normal company or industry standards. The document is the final and printed version.

The Contract is a Modified Single Premium Multi-Year Guarantee Annuity contract. The Contract will be marketed through independent agents. It will be available for both qualified and non-qualified plans. The target market is issue

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 Variable
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ages 18-80.

This policy will be used with DA520 Rider which was approved by your department on 9/26/2006

I certify that I have performed the Flesch readability test on these forms, and the scores are as follows:

Form No.: SPMGA800 Form Name: Modified Single Premium

Multi-Year Guarantee Annuity Score: 54

Form No.: SPMGA800D Form Name: Disclosure Score: 43

Form No.: MGA810 Form Name: Application Score: 49

Company and Contact

Filing Contact Information

Lisa Kaiser, lisakaiser@oxfordlife.com
 2721 North Central Avenue 888-757-3732 [Phone] 5743 [Ext]
 Phoenix, AZ 85004

Filing Company Information

Oxford Life Insurance Company CoCode: 76112 State of Domicile: Arizona
 2721 N. Central Avenue Group Code: Company Type:
 Phoenix, AZ 85004-1172 Group Name: State ID Number:
 (888) 757-3732 ext. [Phone] FEIN Number: 86-0216483

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Oxford Life Insurance Company	\$50.00	06/04/2009	28365541

SERFF Tracking Number: OXFR-126178528 *State:* Arkansas
Filing Company: Oxford Life Insurance Company *State Tracking Number:* 42612
Company Tracking Number: MYGA800AR
TOI: A021 Individual Annuities- Deferred Non- *Sub-TOI:* A021.004 Modified Single Premium
Variable
Product Name: Oxford Life Insurance Company Multi-Year Guarantee Annuity
Project Name/Number: Oxford Life Insurance Company/

Disposition

Disposition Date: 06/18/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: OXFR-126178528 State: Arkansas
 Filing Company: Oxford Life Insurance Company State Tracking Number: 42612
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 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium
 Variable
 Product Name: Oxford Life Insurance Company Multi-Year Guarantee Annuity
 Project Name/Number: Oxford Life Insurance Company/

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Yes	Yes
Supporting Document	Application	No	No
Supporting Document	Life & Annuity - Actuarial Memo	No	No
Supporting Document	Demonstration of Nonforfeiture Values	Yes	Yes
Supporting Document	Statement of Variability	Yes	Yes
Supporting Document	Sample Annual Report	Yes	Yes
Supporting Document	Readability Certification	Yes	Yes
Supporting Document	NAIC Transmittal	Yes	Yes
Form (revised)	Modified Single Premium Multi-Year Guarantee Annuity Contract	Yes	Yes
Form	Modified Single Premium Multi-Year Guarantee Annuity Contract	Yes	Yes
Form	Benefit Summary and Disclosure	Yes	Yes
Form	Multi-Year Guarantee Annuity Application	Yes	Yes

SERFF Tracking Number: OXFR-126178528 State: Arkansas
Filing Company: Oxford Life Insurance Company State Tracking Number: 42612
Company Tracking Number: MYGA800AR
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium
Variable
Product Name: Oxford Life Insurance Company Multi-Year Guarantee Annuity
Project Name/Number: Oxford Life Insurance Company/

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 06/12/2009
Submitted Date 06/12/2009
Respond By Date 07/14/2009

Dear Lisa Kaiser,

This will acknowledge receipt of the captioned filing.

Objection 1

- Modified Single Premium Multi-Year Guarantee Annuity Contract, SPMGA800 (Form)

Comment: Please review Ark. Code Ann. 23-79-203 and Bulletin 19-89 as to arbitration. Arkansas will only allow voluntary post dispute non-binding arbitration.

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

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 Product Name: Oxford Life Insurance Company Multi-Year Guarantee Annuity
 Project Name/Number: Oxford Life Insurance Company/

Response Letter

Response Letter Status Submitted to State
 Response Letter Date 06/17/2009
 Submitted Date 06/17/2009

Dear Linda Bird,

Comments:

Response 1

Comments: I have attached a revised copy of the policy SPMGA800AR, making it state specific.

Thank you

Related Objection 1

Applies To:

- Modified Single Premium Multi-Year Guarantee Annuity Contract, SPMGA800 (Form)

Comment:

Please review Ark. Code Ann. 23-79-203 and Bulletin 19-89 as to arbitration. Arkansas will only allow voluntary post dispute non-binding arbitration.

Changed Items:

No Supporting Documents changed.

Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Modified Single Premium Multi-Year Guarantee Annuity Contract	SPMGA800	0	Policy/Contract/Fraternal Certificate	Initial		54.000	SPMGA800AR.pdf
Previous Version							
Modified Single	SPMGA80		Policy/Contract/Fraternal	Initial		54.000	SPMGA80

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Variable
Product Name: Oxford Life Insurance Company Multi-Year Guarantee Annuity
Project Name/Number: Oxford Life Insurance Company/
Premium Multi-Year 0 Certificate 0.pdf
Guarantee Annuity
Contract

No Rate/Rule Schedule items changed.

Sincerely,
Lisa Kaiser

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Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	SPMGA800	Policy/Contract/Fraternal Certificate Contract	Initial		54.000	SPMGA800AR.pdf
	SPMGA800D	Other Benefit Summary and Disclosure	Initial		43.000	SPMGA800D.pdf
	MGA810	Application/Multi-Year Enrollment Form	Initial		49.000	MGA810 Application.pdf



2721 North Central Avenue, Phoenix, Arizona 85004-1172
(866) 641-9999

MODIFIED SINGLE PREMIUM MULTI-YEAR GUARANTEE ANNUITY CONTRACT

OXFORD LIFE INSURANCE COMPANY, a stock life insurance company, will provide the benefits described in this Contract in consideration of the payment of Initial Premium. Upon the death of the Owner, before annuity payments commence, We will pay the Beneficiary the Death Benefit as provided in this Contract. Payment will be made on receipt of proof of the Owner's death and surrender of this Contract.

READ THIS CONTRACT CAREFULLY. It includes the provisions on the pages within and on any riders or endorsements that are attached.

This Contract is a legal contract between You and Us. *Upon written request, We are required to provide within a reasonable time reasonable factual information regarding the benefits and provisions of this Contract.* To obtain any additional information or to make further inquiries regarding this Contract, You may call Our toll-free number, 866-641-9999. You may also write to Us at the address shown above.

NOTICE OF THIRTY DAY RIGHT TO EXAMINE – RIGHT TO CANCEL –

YOU HAVE PURCHASED AN ANNUITY CONTRACT. READ IT CAREFULLY. IT INCLUDES THE PROVISIONS BOTH ON THE PAGES WITHIN AND ON ANY AMENDMENTS, RIDERS, OR ENDORSEMENTS THAT ARE ATTACHED.

IF, FOR ANY REASON, YOU ARE NOT SATISFIED WITH THIS CONTRACT, YOU MAY RETURN IT TO US AT OUR ADDRESS SHOWN ABOVE OR TO ANY PRODUCER OF OURS WITHIN THIRTY DAYS FROM THE DATE YOU RECEIVED IT FOR A FULL PREMIUM REFUND. IF WE DO NOT MAKE THE REFUND WITHIN TEN DAYS OF THE DATE WE RECEIVE THE CONTRACT, WE SHALL PAY INTEREST AS REQUIRED BY THE STATE IN WHICH THIS CONTRACT IS DELIVERED.

IMPORTANT: A RETURN OF THIS CONTRACT AFTER THIS THIRTY DAY PERIOD MAY RESULT IN A SUBSTANTIAL PENALTY REFERRED TO AS A SURRENDER CHARGE. THIS SURRENDER CHARGE IS DESCRIBED UNDER THE SECTION SURRENDER CHARGES.

Signed for the Oxford Life Insurance Company at Phoenix, Arizona.

President

Secretary

**MODIFIED SINGLE PREMIUM MULTI-YEAR GUARANTEE ANNUITY
ANNUITY BENEFITS ARE AVAILABLE
DEATH BENEFIT PAYABLE IF OWNER DIES BEFORE MATURITY DATE
WAIVER OF SURRENDER/WITHDRAWAL CHARGES UNDER CERTAIN CONDITIONS
NO ANNUAL DIVIDENDS**

CONTRACT DATA PAGE

Plan Name:	Oxford Life Insurance Company Multi-Year Guarantee Annuity	Contract Number:	[AFX12345678]
Owner:	[John Doe]	Annuitant:	[John Doe]
Owner's Date of Birth:	[7/1/1945]	Annuitant's Date of Birth:	[7/1/1945]
Owner's Gender:	[Male]	Annuitant's Gender:	[Male]
Contract Date:	[7/1/2009]	Maturity Date:	[7/1/2040]
Initial Premium:	[\$20,000.00]		

Plan Description

Minimum Premium:		Minimum Withdrawal Amount:	[\$600]
Qualified:	[\$5,000]	Minimum Accumulation Value	
Non-Qualified:	[\$10,000]	After Withdrawal:	[\$2,000]
Maximum Premium:	[\$250,000]	Maturity Age:	95
Initial Guarantee Period	[5 Years]		

Surrender/Withdrawal Charge Schedule											
Contract Year	1	2	3	4	5	6	7	8	9	10	11+
Surrender/ Withdrawal Charge %	10%	9%	8%	7%	6%	5%	4%	3%	2%	1%	0%

The Surrender/Withdrawal Charge is waived for 30 days after the end of the Initial Guarantee Period.

CONTRACT DATA PAGE, CON'T

Initial Premium

Amount: [\$20,000.00]

Date Received: [04/15/2009]

Guaranteed Minimum Annual Interest Rates			
Contract Year	Accumulation Value Bands		
	[\$5,000.00 - \$9,999.99]	[\$10,000.00 - \$34,999.99]	[\$35,000.00+]
[1]	[4.80%]	[5.25%]	[5.55%]
[2-5]	[3.80%]	[4.25%]	[4.55%]
[6-10]	[2.00%]	[2.00%]	[2.00%]
[11+]	[2.00%]	[2.00%]	[2.00%]

[Subsequent Premium #1]

[Amount: \$5,000.00]

[Date Received: 04/15/2009]

[Guaranteed Minimum Annual Interest Rates]			
[Contract Year]	[Accumulation Value Bands]		
	[\$5,000.00 - \$9,999.99]	[\$10,000.00 - \$34,999.99]	[\$35,000.00+]
[1]	[4.80%]	[5.25%]	[5.55%]
[2-5]	[3.80%]	[4.25%]	[4.55%]
[6-10]	[2.00%]	[2.00%]	[2.00%]
[11+]	[2.00%]	[2.00%]	[2.00%]

[Subsequent Premium #2]

[Amount: \$5,000.00]

[Date Received: 04/15/2009]

[Guaranteed Minimum Annual Interest Rates]			
[Contract Year]	[Accumulation Value Bands]		
	[\$5,000.00 - \$9,999.99]	[\$10,000.00 - \$34,999.99]	[\$35,000.00+]
[1]	[4.80%]	[5.25%]	[5.55%]
[2-5]	[3.80%]	[4.25%]	[4.55%]
[6-10]	[2.00%]	[2.00%]	[2.00%]
[11+]	[2.00%]	[2.00%]	[2.00%]

[Subsequent Premium #3]

[Amount: \$5,000.00]

[Date Received: 04/15/2009]

[Guaranteed Minimum Annual Interest Rates]			
[Contract Year]	[Accumulation Value Bands]		
	[\$5,000.00 - \$9,999.99]	[\$10,000.00 - \$34,999.99]	[\$35,000.00+]
[1]	[4.80%]	[5.25%]	[5.55%]
[2-5]	[3.80%]	[4.25%]	[4.55%]
[6-10]	[2.00%]	[2.00%]	[2.00%]
[11+]	[2.00%]	[2.00%]	[2.00%]

[Subsequent Premium #4]

[Amount: \$5,000.00]

[Date Received: 04/15/2009]

[Guaranteed Minimum Annual Interest Rates]			
[Contract Year]	[Accumulation Value Bands]		
	[\$5,000.00 - \$9,999.99]	[\$10,000.00 - \$34,999.99]	[\$35,000.00+]
[1]	[4.80%]	[5.25%]	[5.55%]
[2-5]	[3.80%]	[4.25%]	[4.55%]
[6-10]	[2.00%]	[2.00%]	[2.00%]
[11+]	[2.00%]	[2.00%]	[2.00%]

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DEFINITIONS

Age – Age on last birthday.

Accumulation Value – The Contract provides an Accumulation Value. At the time this Contract is issued, the Accumulation Value is equal to Your Initial Premium which is the amount shown on the Contract Data Page. Subsequent Accumulation Values shall be determined as described under the heading Your Value.

Annuitant – The person named in the application and on the Contract Data Page as the person to receive annuity payments.

Beneficiary – The person or entity designated at the time of the Owner's death to receive Death Benefits under this Contract. The originally designated Beneficiary is shown in the application, a copy of which is attached. The Beneficiary may be changed according to the Change of Owner, Annuitant or Beneficiary provision. If the Death Benefit is payable to more than one person, payment will be made in equal shares unless specified otherwise.

Cash Surrender Value – The Cash Surrender Value is equal to the greater of the Accumulation Value less any Surrender Charge or the Guaranteed Minimum Value. The Surrender Charge is described under the heading Voluntary Payout Options.

Contract Anniversary – The same day and month as the Contract Date in each year subsequent to the Contract Date. During the first Contract Year, the term 'prior Contract Anniversary' refers to the Contract Date.

Contract Date – The date the Initial Premium was received and this Contract was issued. It is shown on the Contract Data Page.

Contract Month – The first Contract Month begins on the Contract Date. Subsequent Contract Months begin on the same day of each subsequent month.

Contract Year – The first Contract Year begins on the Contract Date. Subsequent Contract Years begin on the same month and day of each subsequent year.

Death Benefit – The amount payable if the Owner or Annuitant, if the Owner is not a Natural Person, dies before the Maturity Date. It is equal to the greater of the Accumulation Value or the Guaranteed Minimum Value determined as of the date of death.

Guaranteed Minimum Value – The Proceeds at death or Surrender are not less than the amount required by state law.

Guarantee Period – A period of time during which We guarantee specified interest rates.

Guarantee Period Date – The date on which a new Guarantee Period begins.

Home Office – The Home Office of Oxford Life Insurance Company is 2721 N. Central Ave., Phoenix, AZ 85004-1172.

Initial Guarantee Period – The first period of time during which We guarantee specified interest rates, as shown on Your Contract Data Page.

Initial Premium – The money You pay to Us to Our Home Office for this Contract and the benefits it provides. The Initial Premium is deposited on the Contract Date.

Internal Revenue Code – The Internal Revenue Code of 1986, as amended, and the tax rules and regulations issued thereunder.

Maturity Date – The Contract Anniversary date coincident with or following the Annuitant's 95th birthday, as shown on the Contract Data Page. On this date, the Owner must either select to apply the Accumulation Value to purchase an annuity under one of the available Settlement Options referenced in the Maturity Benefit heading or receive the Accumulation Value in cash as a lump sum.

Natural Person – A human being.

Officer – Our President, Vice President, Secretary or Treasurer.

Owner, You and Your – The person or entity on the Contract Data Page who possesses all rights and privileges under this Contract, including the right to make Withdrawals or Surrender the Contract. The Owner may be changed according to the Change of Owner, Annuitant, or Beneficiary provision. If the Owner is not a Natural Person, it must have a taxpayer identification number.

Parties – Owner, Beneficiary, Annuitant, claimant or heirs and Oxford Life Insurance Company.

Proceeds – The amount payable under this Contract at the Maturity Date, early payout, death, or upon Surrender.

Subsequent Premium – Additional funds identified in the application which are received within 120 days of the application date.

Surrender – Upon Written Request, during the Annuitant's lifetime and before the annuity payments. You may terminate this Contract at any time for its Proceeds.

Surrender/Withdrawal Charge – The charge assessed upon Surrender or Withdrawal. We may waive a portion of the Surrender/Withdrawal Charge as described in the Voluntary Payout Options.

Total Premium – The sum of the Initial Premium and Subsequent Premiums, received within 120 days of the application date. The Total Premium cannot exceed [\$250,000] without prior Home Office approval.

We, Us, Our – Oxford Life Insurance Company.

Window Period – A 120 day period of time beginning on the application date when Subsequent Premiums may be received by Us.

Withdrawal – Upon Written Request, during the Annuitant's lifetime and before the annuity payments commence, You may withdraw a portion of the Accumulation Value at any time in accordance with the Voluntary Payout Options section.

Written Request – Instructions received by Us at Our Home Office, in writing, using a form provided by Us. A Written Request must be signed and dated by all Owners and assignees. We reserve the right to reject any incomplete or unclear Written Requests.

GENERAL PROVISIONS

Annual Report – At least once each Contract Year, until annuity payments commence, We will mail to the Owner a report of the value of this Contract. The Annual Report will include a summary of all transactions that have occurred during the period shown on the report. The information shall be as of a date not more than two months prior to the date of mailing.

Arbitration – Any dispute, controversy, or claim, whether contractual or non-contractual, between the Parties, Our parent, affiliates, subsidiaries, or agents, arising out of this Contract, relating to the breach or alleged breach of any provision or covenant under this Agreement, shall be resolved by voluntary post dispute non-binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, pursuant to an Arbitration held in Phoenix, Arizona. The resolution of the dispute by a single arbitrator shall be final, binding, and fully enforceable by a court of competent jurisdiction. The prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and costs incurred in connection with any action, proceeding or arbitration hereunder.

Assignment – No assignment of this Contract shall be binding on Us unless it has been recorded at Our Home Office. This Contract may not be assigned without the written consent of all irrevocable Beneficiaries, if any. Any assignment will be subject to any prior assignment of record. We will not assume any responsibility for the validity or sufficiency of an assignment. Any claim under an assignment shall be subject to proof of the assignee's interest.

Basis of Computations – A detailed statement of the method of determining reserves and values under this Contract has been filed with the insurance supervisory official of the jurisdiction in which the Contract is delivered. Any paid-up annuity, Cash Surrender Value or Death Benefit that may be available under this Contract shall not be less than the minimum benefits required by law in that jurisdiction.

Change of Owner, Annuitant, or Beneficiary – Subject to the prior written consent of any assignee or irrevocable Beneficiary, to the extent permitted by law, You may make Written Requests to change the Owner, Annuitant, or Beneficiary. We will not be bound by any change unless it is recorded at Our Home Office. Such change shall take effect on the date of the Written Request but shall be subject to any payment made by Us before the request was recorded.

Contract Changes – Only Our Officers have the authority to make changes to this Contract. No other person has the authority to make any change to this Contract. Any such change must be made in writing. Unless You object in writing, We will change this Contract, as necessary, to permit it to be treated as an Annuity Contract under any applicable federal or state law, rule or regulation.

Change of Law – We may amend this Contract to comply with any changes in law governing benefits or taxation of benefits under it.

Currency – All financial transactions under this Contract are to be made in United States dollars.

Delay of Payment – Subject to the approval of the insurance supervisory official of the jurisdiction in which this Contract was issued, We may Delay Payment of any Surrender/Withdrawal amount for up to six months after We receive Your Written Request. We shall pay interest on that amount at the rate required by the laws of the jurisdiction in which this Contract is delivered.

Entire Contract – This Contract is issued in consideration of the application and payment of the Initial Premium. This Contract, the application, a copy of which is attached, and any attached amendments, endorsements and riders make the entire Contract.

Incontestability – This Contract is not contestable.

Jurisdiction – This Contract is subject to the laws of the jurisdiction in which it is delivered. If any provision of this Contract is contrary to any law to which it is subject, such provision is amended to the minimum requirements of such law.

Misstatement of Age or Gender – If the Age or Gender of the Owner, Annuitant, or Beneficiary has been misstated, all amounts payable under this Contract shall be those which would be due if the correct Age and Gender had been stated. Any underpayment shall be paid immediately. Any overpayment shall be charged as rapidly as possible against future payments with interest charged at the rate of 6% per annum.

Notices and Directions – We will not be bound by any authorization, direction, election or notice that is not made by Written Request. All written notices required of Us by this Contract shall be presumed made on the date of mailing to the last known address of the Owner as shown on Our records.

Premium Taxes – Some state and local governments tax annuity premiums. Such taxes, if any, may be levied either at the time We receive the Initial Premium or any Subsequent Premiums or at the time You receive Proceeds from the Contract. If We incur a Premium Tax, such Premium Tax will be charged to You when incurred by Us. If incurred upon Your payment of the Initial Premium or any Subsequent Premiums, Premium Taxes will be deducted from the Initial Premium or Subsequent Premium before We apply it. If incurred upon Your receipt of Proceeds, taxes will be deducted from those Proceeds otherwise payable.

YOUR INTEREST RATES AND GUARANTEE PERIODS

INITIAL RATE LOCK

For Initial Premium or any Subsequent Premium received 60 days from the date of Your application. We will lock Your interest rate for that time period. For Initial Premium or any Subsequent Premium that is received 61 or more days after the application date, You will receive the interest rate then in effect on the date the funds are received. Your Total Premium must be received within 120 days from the application date.

GUARANTEE PERIOD

The Initial Guarantee Period begins on the date We receive Your Initial Premium. If Subsequent Premiums are received, the funds will be separately administered during the Initial Guarantee Period and the interest rates will be guaranteed for the remainder of the Initial Guarantee Period.

You will have 30 days after the expiration date of the Initial Guarantee Period to make a Surrender or Withdrawal under Your Contract without incurring a Surrender/Withdrawal Charge. The expiration date is the last day of the Guarantee Period. We will send a notification to You prior to the expiration date of the Initial Guarantee Period. Your subsequent Guarantee Period will begin automatically on the day following the expiration date of Your current Guarantee Period. We will never offer a Guarantee Period that is less than one year.

GUARANTEE PERIOD RATES

Each Guarantee Period offers a specified duration with interest rates. Interest rates for the Initial Premium during the Initial Guarantee Period are shown on Your Contract Data Page. If Subsequent Premiums are received, We will send an amended Contract Data Page to You. Interest rates in subsequent Guarantee Periods will never be less than the Guaranteed Minimum Annual Interest Rates.

Each Guarantee Period, We shall declare an interest rate which will be credited on the daily balance. The interest rate credited will never be less than the appropriate Guaranteed Minimum Annual Interest Rate.

INTEREST BANDS

Your credited interest is determined by the Accumulation Value Band corresponding to the Accumulation Value for this Contract as of the beginning of the Contract Month. The Accumulation Value Bands are shown on the Contract Data Page.

YOUR VALUE

ACCUMULATION VALUE

At any time after the Contract is issued, the Accumulation Value is equal to:

- The Accumulation Value at the start of the current Contract Year, less
- Any Withdrawals, including any Withdrawal Charges thereon, from the Accumulation Value since the prior Contract Anniversary, plus
- Interest on the Accumulation Value since the prior Contract Anniversary.

At the time this Contract is issued, the Accumulation Value is the Initial Premium as shown on the Contract Data Page.

VOLUNTARY PAYOUT OPTIONS

WITHDRAWAL OPTIONS

Upon Written Request, during the Annuitant's lifetime, and before annuity payments commence, You may make a maximum of two Withdrawals each Contract Year providing:

- a) Each amount withdrawn is at least [\$600]; and
- b) The Accumulation Value remaining after each such Withdrawal is at least [\$2,000].

We shall reduce the Accumulation Value by the amount withdrawn plus any applicable Withdrawal Charge. Any amount withdrawn will be paid in a single sum except as provided under the Periodic Payments Option section.

WITHDRAWAL CHARGES

The Withdrawal Charge is a percentage of the amount withdrawn. These percentages are shown on the Contract Data Page. We will waive the Withdrawal Charge on a maximum of two Withdrawals each Contract Year subject to the following conditions:

- a) The Accumulation Value determined as of the preceding Contract Anniversary must be at least [\$2,000], and

- b) The total amount withdrawn each Contract Year, for which We will waive the Withdrawal Charge, may not exceed:
 - i) For the first Contract Year, the product of the Guaranteed Minimum Annual Interest Rate as of the Contract Date and the Initial Premium; or
 - ii) For subsequent Contract Years, 10% of the Accumulation Value, determined as of the beginning of that Contract Year.

PERIODIC PAYMENTS OPTION

You may elect to have the first amount withdrawn in each Contract Year paid periodically in equal monthly or quarterly installments. To make this election for the first Contract Year, You must make a Written Request within 15 days of the Contract Date. To make this election for a subsequent Contract Year, You must make a Written Request at least 30 days prior to the commencement of the Contract Year for which the election is to be effective. We will make periodic payments only by electronic funds transfer and only in equal amounts of not less than \$50.00 each. Periodic payments shall cease upon Your death or Surrender of this Contract. Any unpaid periodic payments shall be included in the computation of the Death Benefit or Cash Surrender Value.

SURRENDER OPTIONS

Upon Written Request, during the Annuitant's lifetime and before annuity payments commence, You may Surrender this Contract for its Proceeds. The Proceeds at Surrender are equal to the Cash Surrender Value. You may apply that Cash Surrender Value to purchase a Settlement Option. The payment or application of the Cash Surrender Value shall constitute complete settlement of our liability under this Contract.

Beginning in Contract Year eleven, the Surrender Charge no longer applies.

SURRENDER CHARGES

Should You Surrender this Contract, during the Surrender Charge period, a Surrender Charge will be assessed. The Surrender Charge is a percentage of the Accumulation Value. These percentages are shown on the Contract Data Page. We will waive the Surrender Charge on a portion of the Accumulation Value surrendered. The portion shall be the excess, if any, of a) over b) where:

- a) Equals 10% of the sum of the Accumulation Value and any reductions in the Accumulation Value attributable to withdrawals since the prior Contract Anniversary, and
- b) Equals the Accumulation Value withdrawn since the prior Contract Anniversary upon which the Withdrawal Charge was waived in accordance with the conditions set forth in the Withdrawal Options section.

DEATH BENEFITS

General - We must receive Proof of Death, a completed claim form, and this Contract or a lost Contract statement to process the claim. A certified copy of the final Death Certificate issued by the State Office of Vital Records and Statistics is sufficient Proof of Death. We may accept alternative proof at our sole discretion.

You may change Your Beneficiary by Written Request, unless the Beneficiary has been designated irrevocably.

If there are multiple beneficiaries, We shall allocate the Death Benefit into individual accounts before We make any distributions.

Except as provided herein, non-survivors, heirs or estates shall not be entitled to any Death Benefit. Any person who disclaims an interest will not be considered a Beneficiary for purposes of this Contract as of the date of written disclaimer.

So far as permitted by law, the benefits shall not be subject to any claim of the Beneficiary's creditors.

Notwithstanding any provisions of this Contract to the contrary, any benefits required to be paid under this Contract shall be paid in a manner that satisfies the requirements of Internal Revenue Code Section 72(s) or 401(a)(9) as applicable, as amended from time to time.

Death Before the Maturity Date - Upon the death of the Owner before the Maturity Date, We will pay the Death Benefit to the Beneficiary, if living, otherwise to Your successors, transferees, or estate. Alternatively, if the sole Beneficiary is the surviving spouse of the Owner, the spouse may elect to continue the Contract as the new, successor Owner. Upon the death of such surviving spouse, We will pay the Death Benefit to the Beneficiary designated by the surviving spouse. The right to continue the Contract as successor Owner may be elected only once. It may not be exercised a second time if the surviving spouse elects to continue the Contract as the successor Owner, remarries and then dies.

If the Owner is also the Annuitant, any Death Benefit shall be paid in accordance with the Contract provisions regarding the death of the Owner.

If the Owner is not a Natural Person, the death of the Annuitant will be treated as the death of the Owner. If the Owner is a Natural Person and is not the Annuitant, no Death Benefit will be payable on the death of the Annuitant.

If the Beneficiary is not a Natural Person, the Death Benefit shall be paid in a lump sum only. Otherwise, any Death Benefit payable for death before the Maturity Date will be distributed to the Beneficiary as follows:

- 1) The Death Benefit must be completely distributed within five years of the Owner's date of death; or
- 2) The Beneficiary may elect to receive installment payments using a Settlement Option. The Settlement Option must be selected within 60 days after We approve the death claim, and payments must begin not later than one year after the Owner's date of death.

If this is a qualified Contract, additional options are provided by an attached Endorsement.

Death After Annuity Payments Commence – If the Annuitant dies on or after the date annuity payments commence, any remaining benefit payable will be distributed at least as rapidly as under the Settlement Option then in effect. The Beneficiary shall have all other rights of ownership.

MATURITY BENEFIT

Unless a different Settlement Option has been selected, the Cash Surrender Value of this Contract will be applied to provide a Life With Ten Years Certain Annuity. You may select a different Settlement Option by Written Request at least 30 days prior to the Maturity Date. We will apply the Cash Surrender Value as a single premium under the selected Settlement Option. Typical settlement options are described under the Settlement Options section. If applicable, Premium Taxes will be deducted from the Cash Surrender Value.

Annuity payments will start on the Maturity Date if the Annuitant is living and the Contract has not been Surrendered and an Early Payout Option has not been previously selected. The amount and terms of payment shall be determined as of the date payments commence. Once annuity payments have commenced, neither the amount nor the terms of payment may be changed.

EARLY PAYOUT OPTION

After the first Contract Anniversary, You may elect to apply the full Accumulation Value of this Contract as a single premium to the purchase of a Life With Ten Years Certain Annuity at the guaranteed rate shown under the Settlement Options section. If applicable, Premium Taxes will be deducted from the full Accumulation Value. Once annuity payments have commenced neither the amount nor the terms of payment may be changed.

SETTLEMENT OPTIONS

Minimum Periodic Payments – The minimum amount for any periodic payment is \$50. We shall decrease the payment frequency, but not less than once per year, in order to satisfy such minimum amount requirement.

Option 1 – Life Income Only: We will pay equal monthly payments for the Annuitant's remaining lifetime. Payments end with the payment due just before the Annuitant's death. There is no death benefit under this option.

Option 2 – Life Income with Guaranteed Period Certain: We will pay equal monthly payments for the longer of the Annuitant's remaining lifetime or the period certain. If the Annuitant dies after all payments have been made for the period certain, payments shall end with the payment due just before the Annuitant's death.

Option 3 – Period Certain Only: We will pay equal monthly payments for a period certain of up to 30 years.

For Options 2 and 3 – If the Annuitant dies during the period certain, the remaining period certain payments shall be paid to the Beneficiary. The Beneficiary may designate a payee to receive any remaining payments if the Beneficiary dies before all of the payments under the period certain have been made. If the Beneficiary dies before receiving all of the remaining payments and there is no designated payee or a designated payee does not survive the Beneficiary for at least fifteen days, the remaining period certain payments shall be paid to the Beneficiary’s estate.

Proof of Age and Gender – We have the right to require proof of any payee’s Age and gender, including a copy of the Birth Certificate and/or a copy of the State I.D. of such payee. We may require this proof before We make any payments.

Proof of Survival – We have the right to require proof that the payee is alive at the time each annuity payment is due, including a sworn affidavit of the payee.

Other Forms of Payment – Upon Written Request, We may consider other forms or frequency of payment not described in this section.

Basis of Computation - The rates for options 1 and 2 are based upon the Annuity 2000 Table, Age Last Birthday. All options are discounted at 1.5% per annum.

**Guaranteed Monthly Payments
(Rates per \$1,000 applied)**

Option 1			Option 2			Option 3	
Life Income Only			Life with Ten Years Certain			Period Certain Only	
Age	Male	Female	Age	Male	Female	Years Certain	
45	2.94	2.74	45	2.93	2.73	5	17.28
50	3.24	3.00	50	3.22	2.99	10	8.96
55	3.63	3.34	55	3.60	3.32	15	6.20
60	4.15	3.78	60	4.07	3.74	20	4.81
65	4.85	4.37	65	4.69	4.28	25	3.99
70	5.82	5.19	70	5.45	5.00	30	3.44
75	7.15	6.39	75	6.32	5.91		
80	9.02	8.16	80	7.22	6.93		
85	11.61	10.80	85	8.00	7.86		
90	15.21	14.59	90	8.54	8.48		
95	20.07	19.42	95	8.84	8.82		
100	27.53	26.24	100	8.95	8.95		

Note: Monthly Payment rates for other ages and periods will be provided upon request.

SUPPLEMENTARY CONTRACT

When We receive a request for a Settlement Option, We will prepare a supplementary contract stating the terms under which We will make payments. The supplementary contract will state to whom We will pay any remaining Proceeds if the payee dies. We will require this Contract in exchange for the supplementary contract. If any payment is contingent on any Annuitant, Owner, or any Beneficiary being alive, We may require satisfactory proof of survival.

If the payee dies before payments under the supplementary contract are complete, We will pay any remaining balance at least as rapidly as under the method of payment in effect on the payee’s date of death.



2721 North Central Avenue, Phoenix, Arizona 85004-1172
(866) 641-9999

**MODIFIED SINGLE PREMIUM MULTI-YEAR GUARANTEE ANNUITY
ANNUITY BENEFITS ARE AVAILABLE
DEATH BENEFIT PAYABLE IF OWNER DIES BEFORE MATURITY DATE
WAIVER OF SURRENDER/WITHDRAWAL CHARGES UNDER CERTAIN CONDITIONS
NO ANNUAL DIVIDENDS**



2721 North Central Avenue, Phoenix, Arizona 85004-1172
(866) 641-9999

**Oxford Life Insurance Company Multi-Year Guarantee Annuity
Benefit Summary and Disclosure
(Contract Form SPMGA800)**

Minimum Premium: Qualified [\$5000] Non-Qualified [\$10,000] **Maximum Premium:** [\$250,000]

ACCUMULATION VALUE

The Beginning Accumulation Value for any Contract Year refers to the value as of the end of the prior Contract Year. For the first Contract Year, the Beginning Accumulation Value for the Contract Year shall be the Initial Premium.

At any time after the Contract is issued, the Accumulation Value is equal to:

- The Accumulation Value at the start of the current Contract Year, less
- Any Withdrawals, including any Withdrawal Charges thereon, from the Accumulation Value since the prior Contract Anniversary, plus
- Interest on the Accumulation Value since the prior Contract Anniversary.

DEATH BENEFIT

If the Owner dies before the Maturity Date, the death benefit is equal to the greater of the Accumulation Value or the Guaranteed Minimum Value determined as of the date of death.

WITHDRAWALS

In any Contract Year in which the Beginning Accumulation Value is at least [\$2,000] a portion of the first withdrawal may be taken without incurring a Withdrawal Charge. In the first Contract Year, this portion is the interest on the Initial Premium. In subsequent Contract Years, this portion is 10% of the Accumulation Value, determined as of the beginning of that Contract Year. Withdrawals in excess of this free withdrawal limit will be subject to Withdrawal Charges equal to the Withdrawal Charge percentage times the excess of the reduction in Accumulation Value over the free withdrawal limit. Only two withdrawals may be taken in any Contract Year, however the first withdrawal in each Contract Year may be paid periodically as specified in the Contract. No withdrawal may be made for less than [\$600]. The Accumulation Value remaining after any withdrawal must be at least [\$2,000].

Withdrawal Charge percentages by Contract Year are:

Contract Year	1	2	3	4	5	6	7	8	9	10	11+
Surrender/ Withdrawal Charge %	10%	9%	8%	7%	6%	5%	4%	3%	2%	1%	0%

Withdrawals taken prior to the Annuitant's age 59½ may be subject to IRS tax penalties, in addition to income tax.

**Oxford Life Insurance Company Multi-Year Guarantee Annuity
Form Number SPMGA800
Sample Calculation of Interest Credits and Values for the First Contract Year**

End of Year Accumulation Value	
Initial Premium	\$5,000.00
Annual Interest Rate for Initial Premium	2.00%
Interest Credited Amount for Initial Premium	\$150.00
Subsequent Premium*	\$10,000.00
Annual Interest Rate for Subsequent Premium	2.00%
Interest Credited Amount for Subsequent Premium	\$275.01
Total Premium	\$15,000.00
Total Interest Credited Amount	\$425.01
End of Year Accumulation Value	\$15,425.01

End of Year Cash Surrender Value	
End of Year Accumulation Value	\$15,425.01
Guaranteed Minimum Annual Interest Rate for Initial Premium	2.00%
Beginning of Year Accumulation Value	\$5,000.00
First Year Maximum <i>Free</i> Partial Withdrawal	\$150.00
Maximum <i>Free</i> Surrender** Value	\$1,542.50
Additional <i>Free</i> Surrender**	\$1,392.50
Remaining AV*** Subject to Surrender Charge	\$13,882.51
Surrender Charge %	10.00%
Surrender Charge	\$1,388.25
End of Year Cash Surrender Value	\$14,036.76

* The Subsequent Premium is received 30 days after the Contract Date.

** *Free* Surrender is the Accumulation Value that is not subject to surrender charge when a full surrender is requested. Please refer to the Surrender Charges section in the Contract for details.

*** AV = Accumulation Value, EoY = End of Year

End of Year Accumulation Value = \$15,425.01

Cash Surrender Value = EoY* Accumulation Value - Surrender Charge = \$15,425.01 - \$1,388.25 = \$14,036.76**

Total Interest Credited Amount:

This is the interest credited on the Accumulation Value since the prior Contract Anniversary. It is credited on a daily basis. The current interest rate for the Initial Premium is 2.00%. The current interest rate for the Subsequent Premium is 2.00%. The Guaranteed Minimum Annual Interest Rate is 2.00%.

The example above is purely hypothetical and is not an indication of the Oxford Life Insurance Company Multi-Year Guarantee Annuity's past or future performance. I have read and understand this summary of the Oxford Life Insurance Company Multi-Year Guarantee Annuity contract features.

Owner's Signature

Date

Producer's Signature/Producer Number

Date

Producer's State License Number



2721 North Central Avenue, Phoenix, AZ 85004-1172
(866) 641-9999

MULTI-YEAR GUARANTEE ANNUITY APPLICATION

OWNER	ANNUITANT (if other than OWNER)
Name _____	Name _____
Address _____	Address _____
City _____ State _____ Zip _____	City _____ State _____ Zip _____
Date of Birth _____ Age _____ Sex: M <input type="checkbox"/> F <input type="checkbox"/>	Date of Birth _____ Age _____ Sex: M <input type="checkbox"/> F <input type="checkbox"/>
SSN/Taxpayer ID _____	SSN/Taxpayer ID _____
Telephone (____) _____	Telephone (____) _____

PRIMARY BENEFICIARY - If living at death of OWNER					
Name	Address	Relationship	Date of Birth	SSN/Taxpayer ID	Share %*

CONTINGENT BENEFICIARY - If living at death of OWNER					
Name	Address	Relationship	Date of Birth	SSN/Taxpayer ID	Share %*

**If no share % specified, payments will be made in equal shares.*

PREMIUM	TAX STATUS
Premium \$ _____	<input type="checkbox"/> Roth IRA <input type="checkbox"/> Non-Qualified <input type="checkbox"/> IRA <input type="checkbox"/> Other _____

Cash payments may be only as part of Initial Premium.

[Other Riders or Endorsements Not Available with IRA or Roth IRA]

REPLACEMENT

The Owner **Does** **Does Not** have an existing insurance policy or annuity contract.

All of the undersigned state that the Annuity **Does** **Does Not** replace an existing insurance policy or annuity.

Name of Company _____ Policy or Contract Number _____ Address _____

Estimated Transfer Amount _____

To the best of my knowledge and belief, the statements and answers in this Application are true and complete. All answers in this Application are representations and not warranties. I agree they shall be the basis for any annuity issued. I certify that the social security number(s) and/or taxpayer's identification number(s) provided in this Application are correct, and that I am not subject to backup withholding.

Signature of Owner _____ Signed at _____ Date, _____ 20____.

I certify that I have correctly recorded the information supplied by the Owner and/or Annuitant in this Application. To the best of my knowledge and belief the proposed Owner **Does** **Does Not** have any existing life insurance or annuity coverage and the annuity coverage applied for will will not replace any existing life insurance or annuity coverage.

_____/_____% _____
 Producer's Signature Producer's Printed Name Producer's Number Date

_____/_____% _____
 Second Producer's Signature Producer's Printed Name Producer's Number Date

FOR YOUR PROTECTION - THE LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM

ALASKA, ARIZONA, NEBRASKA, NEW HAMPSHIRE AND OREGON

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.

ARKANSAS, LOUISIANA, TEXAS AND MARYLAND

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

CALIFORNIA

Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison. For your protection California law requires the following to appear on this form.

COLORADO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

DELAWARE, IDAHO AND INDIANA

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

DISTRICT OF COLUMBIA

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

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.

GEORGIA, OREGON AND WYOMING

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, may be guilty of insurance fraud.

KANSAS

Any person who knowingly and with intent to defraud presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

KENTUCKY

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

MAINE, TENNESSEE, VIRGINIA AND WASHINGTON

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

MINNESOTA

Any person who knowingly or willfully makes a false or fraudulent statement in, or relative to, any application for insurance or membership for any purpose shall be guilty of a gross misdemeanor.

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.

NEW MEXICO

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.

OKLAHOMA

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

PENNSYLVANIA

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

IN ALL OTHER STATES

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

SERFF Tracking Number: OXFR-126178528 State: Arkansas
 Filing Company: Oxford Life Insurance Company State Tracking Number: 42612
 Company Tracking Number: MYGA800AR
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium
 Variable
 Product Name: Oxford Life Insurance Company Multi-Year Guarantee Annuity
 Project Name/Number: Oxford Life Insurance Company/

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: CertofCompl.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: N/A		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachment: Statement of Variability SPMGA800.pdf		

	Item Status:	Status Date:
Satisfied - Item: Sample Annual Report		
Comments:		
Attachment: SPMGA800 Annual Report.pdf		

	Item Status:	Status Date:
Satisfied - Item: Readability Certification		
Comments:		

SERFF Tracking Number: OXFR-126178528 State: Arkansas
Filing Company: Oxford Life Insurance Company State Tracking Number: 42612
Company Tracking Number: MYGA800AR
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.004 Modified Single Premium
Variable
Product Name: Oxford Life Insurance Company Multi-Year Guarantee Annuity
Project Name/Number: Oxford Life Insurance Company/

Attachment:
FLCERTAR.pdf

Item Status:

**Status
Date:**

Satisfied - Item: NAIC Transmittal

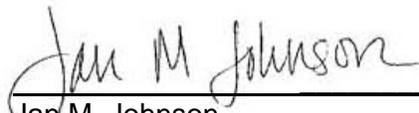
Comments:

Attachment:

NAIC Transmittal.pdf

CERTIFICATE OF COMPLIANCE

I, Gregory D. Morris, Secretary certify that the forms in this submission comply with all laws, rules, bulletins, and published guidelines applicable to this particular type of form in the State of Arkansas.



Jan M. Johnson
Secretary

June 4, 2009

Date

Oxford Life Insurance Company
Modified Single Premium Multi-Year Guarantee Annuity
Form Number SPMGA800

Statement of Variability

The following items are bracketed on the Contract Data Page to indicate that they are variable.

The following are provided by the Owner at time of application:

Plan Name:

Owner:

Owner's Date of Birth:

Owner's Gender:

Annuitant:

Annuitant Date of Birth:

Annuitant's Gender:

The following is determined as of issue:

Contract Date: Determined at issue.

Initial Premium: Provided by the Owner at issue.

Contract Number: Assigned at issue.

Maturity Date: The contract anniversary coincident with or immediately following the Annuitant's 95th birthday.

Initial Premium Amount: Provided by the Owner at issue.

Initial Premium Date Received: Provided by the Owner at issue but must be within 120 days of the application date.

The following is determined within the 120 day Window Period:

Subsequent Premium #1, #2, #3, and #4: The premium amount, the date of receipt of the premium, and the Guaranteed Minimum Annual Interest Rate for the first, second, third, and fourth Subsequent Premium payments, if such payments are made. Whether or not a Subsequent Premium payment is made is determined by the Owner, but the Total Premium received may not exceed the amount identified on the application.

Subsequent Premium Amount for Subsequent Premiums #1, #2, #3, and #4: Provided by the Owner, but the Total Premium received may not exceed the amount identified on the application.

Subsequent Premium Date Received for Subsequent Premiums #1, #2, #3, and #4: Provided by the Owner, but the date must be within 120 days of the application date.

The following items are variable in order to adjust to current market conditions. The items will be determined at issue on a non-discriminatory basis and will be fixed for the life of the contract:

Qualified Minimum Premium: \$1,000 - \$100,000

The Qualified Minimum Premium is determined by the Company. The current Qualified Minimum Premium is \$5,000.

Non-Qualified Minimum Premium: \$1,000 - \$150,000

The Non-Qualified Minimum Premium is determined by the Company. The current Non-Qualified Minimum Premium is \$10,000.

Maximum Premium: \$20,000 - \$1,000,000

The Maximum Premium is determined by the Company. The current Maximum Premium is \$250,000.

Initial Guarantee Period: 1 – 20 years

Current Initial Guarantee Period is 5 years.

Minimum Withdrawal Amount: \$100 - \$50,000

The Minimum Withdrawal Amount is determined by the Company. The current Minimum Withdrawal Amount is \$600.

Minimum Accumulation Value After Withdrawal: \$1,000 - \$50,000

The Minimum Accumulation Value After Withdrawal is determined by the Company. The current Minimum Accumulation Value After Withdrawal is \$2,000.

For both Initial Premium and Subsequent Premiums:

Contract Years for Guaranteed Minimum Annual Interest Rates: 1 – 77

The minimum guaranteed rate varies by Contract Year and by the Contract's Accumulation Value. The Contract Years are determined by the Company. The current Contract Years and their corresponding Guaranteed Minimum Annual Interest Rates are shown in Table 1.

Accumulation Value Bands for Guaranteed Minimum Annual Interest Rates: \$1,000 - \$1,000,000

The minimum guaranteed rate varies by Contract Year and by the Contract's Accumulation Value. The Accumulation Value Bands are determined by the Company. The current Accumulation Value Bands are shown in Table 1.

Guaranteed Minimum Annual Interest Rates:

2% - 10%

The Company's then current minimum guaranteed rates for a given Contract Year and Accumulation Value Band. These rates are updated monthly and will be the same for all contracts issued in a given month. The current rates are shown in Table 1.

Table 1:

Guaranteed Minimum Annual Interest Rates			
Contract Year	Accumulation Value Bands		
	\$5,000.00 - \$9,999.99	\$10,000.00 - \$34,999.99	\$35,000.00+
1	4.80%	5.25%	5.55%
2-5	3.80%	4.25%	4.55%
6-10	2.00%	2.00%	2.00%
11+	2.00%	2.00%	2.00%

The following items are bracketed on page 6 of the policy form to indicate that they are variable. They are determined on a non-discriminatory basis.

Total Premium: \$20,000 - \$1,000,000

The Total Premium is determined by the Company. The current Total Premium is \$250,000.

The following items are bracketed on page 8 of the policy form to indicate that they are variable. They are determined on a non-discriminatory basis.

Minimum Withdrawal Amount: \$100 - \$50,000

The Minimum Withdrawal Amount is determined by the Company. The current Minimum Withdrawal Amount is \$600.

Minimum Accumulation Value After Withdrawal: \$1,000 - \$50,000

The Minimum Accumulation Value After Withdrawal is determined by the Company. The current Minimum Accumulation Value After Withdrawal is \$2,000.

Minimum Accumulation Value Before Withdrawal: \$1,000 - \$50,000

The Minimum Accumulation Value Before Withdrawal is determined by the Company. The current Minimum Accumulation Value Before Withdrawal is \$2,000.

The following items are bracketed on page 1 of disclosure form SPMGA800D to indicate that they are variable. They are determined on a non-discriminatory basis.

Qualified Minimum Premium: \$1,000 - \$100,000

The Qualified Minimum Premium is determined by the Company. The current Qualified Minimum Premium is \$5,000.

Non-Qualified Minimum Premium: \$1,000 - \$150,000

The Non-Qualified Minimum Premium is determined by the Company. The current Non-Qualified Minimum Premium is \$10,000.

Maximum Premium: \$20,000 - \$1,000,000

The Maximum Premium is determined by the Company. The current Maximum Premium is \$250,000.

Minimum Withdrawal Amount: \$100 - \$50,000

The Minimum Withdrawal Amount is determined by the Company. The current Minimum Withdrawal Amount is \$600.

Minimum Accumulation Value Before Withdrawal: \$1,000 - \$50,000

The Minimum Accumulation Value Before Withdrawal is determined by the Company. The current Minimum Accumulation Value Before Withdrawal is \$2,000.

Minimum Accumulation Value After Withdrawal: \$1,000 - \$50,000

The Minimum Accumulation Value After Withdrawal is determined by the Company. The current Minimum Accumulation Value After Withdrawal is \$2,000.



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(866) 641-9999

**MODIFIED SINGLE PREMIUM MULTI-YEAR GUARANTEE ANNUITY
ANNUAL REPORT FOR CONTRACT YEAR ENDING JUNE 30, 2010**

Owner: John Doe
Address: 123 Main Street
Someplace, Else 55555

Contract Number: xxxxx
Annuitant: John Doe
Contract Date: 07/01/09
Date Prepared: 06/30/10
Agent: Ralph Lanier Wheatley

Contract Value Summary:

Beginning of Contract Year Accumulation Value (07/01/09):	\$20,000.00
End of Contract Year Accumulation Value (06/30/10):	\$9,776.71
Cash Surrender Value (06/30/10):	\$8,799.04
Cash Surrender Value (07/01/10):	\$8,985.74
Guaranteed Minimum Value (06/30/10):	\$7,624.72
Death Benefit (06/30/10):	\$9,776.71

Transactions for Contract Year:

Date	Transaction Type	Amount
07/01/09	Premium	\$20,000.00
12/28/09	Withdrawal	\$10,000.00
12/28/09	Withdrawal Charge	\$993.33
06/30/10	Interest Credited*	\$770.05

Interest Credited

This is the interest credited on the Accumulation Value since the prior Contract Anniversary. It is credited on a daily basis. The Guaranteed Minimum Annual Interest Rate is 2.00%.

Expiration of Initial Guarantee Period:

We will notify you prior to the expiration date of your Initial Guarantee Period. The expiration date is the last day of the Initial Guarantee Period. You will have 30 days after the expiration date to make a Surrender or Withdrawal without your Contract incurring a Surrender/Withdrawal Charge.

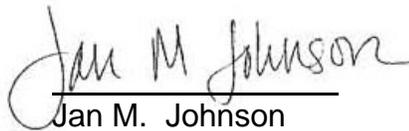
Please refer to your Contract for definitions of the terms and values contained in this Annual Report.

READABILITY CERTIFICATION

To Whom It May Concern:

This is to certify that the attached forms PMGA800, SPMGA800D and MGA810, achieved a Flesch Reading Ease Score of 54, 43 and 49, in compliance with the requirements of Ark. Stat. Ann. §§66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Oxford Life Insurance Company


Jan M. Johnson

Secretary

Title

June 4, 2009

Date

Life, Accident & Health, Annuity, Credit Transmittal Document

1.	Prepared for the State of	Arkansas
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2.	Department Use Only
	State Tracking ID

3.	Insurer Name & Address	Domicile	Insurer License Type	NAIC Group #	NAIC #	FEIN #	State #
	Oxford Life Insurance Company 2721 North Central Avenue Phoenix, AZ 85004-1172	AZ		0574	76112	86-0216483	

4.	Contact Name & Address	Telephone #	Fax #	E-mail Address
	Lisa Kaiser Compliance Regulatory Analyst (same as above)	(888) 747-3732, ext 670130	(602) 277-5901	lisakaiser@oxfordlife.com

5.	Requested Filing Mode	<input checked="" type="checkbox"/> Review & Approval <input type="checkbox"/> File & Use <input type="checkbox"/> Informational <input type="checkbox"/> Combination (please explain): _____ <input type="checkbox"/> Other (please explain): _____
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6.	Company Tracking Number	SPMGA800AR
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7.	<input checked="" type="checkbox"/> New Submission <input type="checkbox"/> Resubmission Previous file # _____
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8.	Market	<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Franchise <input type="checkbox"/> Small <input type="checkbox"/> Large <input type="checkbox"/> Small and Large <input type="checkbox"/> Employer <input type="checkbox"/> Association <input type="checkbox"/> Blanket <input type="checkbox"/> Discretionary <input type="checkbox"/> Trust <input type="checkbox"/> Other: _____
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9.	Type of Insurance (TOI)	
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10.	Sub-Type of Insurance (Sub-TOI)	
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11.	Submitted Documents	<input checked="" type="checkbox"/> FORMS <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Outline of Coverage <input type="checkbox"/> Certificate <input checked="" type="checkbox"/> Application/Enrollment <input type="checkbox"/> Rider/Endorsement <input type="checkbox"/> Advertising <input type="checkbox"/> Schedule of Benefits <input checked="" type="checkbox"/> Other <u>Disclosure</u> <u>Rates</u> <input type="checkbox"/> New Rate <input type="checkbox"/> Revised Rate <input type="checkbox"/> FILING OTHER THAN FORM OR RATE: Please explain: _____ <u>SUPPORTING DOCUMENTATION</u> <input type="checkbox"/> Articles of Incorporation <input type="checkbox"/> Third Party Authorization <input type="checkbox"/> Association Bylaws <input type="checkbox"/> Trust Agreements <input checked="" type="checkbox"/> Statement of Variability <input type="checkbox"/> Certifications <input checked="" type="checkbox"/> Actuarial Memorandum <input type="checkbox"/> Other _____
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12.	Filing Submission Date	5/19/2009													
13.	Filing Fee (If required)	Amount _____	Check Date _____												
		Retaliatory <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Check Number _____												
14.	Date of Domiciliary Approval														
15.	Filing Description:														
<p>The above-referenced form is being submitted to you for your review and approval. No part of this filing contains any unusual or possibly controversial items from normal company or industry standards. The document is the final and printed version.</p> <p>The Contract is a Modified Single Premium Multi-Year Guarantee Annuity contract. The Contract will be marketed through independent agents. It will be available for both qualified and non-qualified plans. The target market is issue ages 18-80.</p> <p>This policy will be used with DA520 Rider which was approved by your department on 9/26/2006</p> <p>I certify that I have performed the Flesch readability test on these forms, and the scores are as follows:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 30%;">Form No.: SPMGA800</td> <td style="width: 40%;">Form Name: Modified Single Premium Multi-Year Guarantee Annuity</td> <td style="width: 10%; text-align: right;">Score:</td> <td style="width: 10%; text-align: right;">54</td> </tr> <tr> <td>Form No.: SPMGA800D</td> <td>Form Name: Disclosure</td> <td style="text-align: right;">Score:</td> <td style="text-align: right;">43</td> </tr> <tr> <td>Form No.: MGA810</td> <td>Form Name: Application</td> <td style="text-align: right;">Score:</td> <td style="text-align: right;">49</td> </tr> </table>				Form No.: SPMGA800	Form Name: Modified Single Premium Multi-Year Guarantee Annuity	Score:	54	Form No.: SPMGA800D	Form Name: Disclosure	Score:	43	Form No.: MGA810	Form Name: Application	Score:	49
Form No.: SPMGA800	Form Name: Modified Single Premium Multi-Year Guarantee Annuity	Score:	54												
Form No.: SPMGA800D	Form Name: Disclosure	Score:	43												
Form No.: MGA810	Form Name: Application	Score:	49												

16.	Certification (If required)		
<p>I HEREBY CERTIFY that I have reviewed the applicable filing requirements for this filing, and the filing complies with all applicable statutory and regulatory provisions for the state of <u>Arkansas</u>.</p>			
<p>Print Name _____</p>			
<p style="text-align: center;"><u>Jan Johnson</u> Title <u>Secretary</u></p>			
<p>Signature <u></u> Date: <u>6/4/2009</u></p>			

17.	Form Filing Attachment	
This filing transmittal is part of company tracking number		SPMGA800AR
This filing corresponds to rate filing company tracking number		

	Document Name	Form Number		Replaced Form Number
	Description			Previous State Filing Number
01	Modified Single Premium Multi-Year Guarantee Annuity Contract Policy	SPMGA800	<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
02	Benefit Summary and Disclosure Disclosure	SPMGA800D	<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
03	Multi-Year Guarantee Annuity Application Application	MGA810	<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
04			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
05			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
06			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
07			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
08			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
10			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	

LH FFA-1

18.		Rate Filing Attachment		
This filing transmittal is part of company tracking number				
This filing corresponds to form filing company tracking number				
Overall percentage rate indication (when applicable)				
Overall percentage rate impact for this filing		%		
	Document Name	Affected Form Numbers		Previous State Filing Number
	Description			
01			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
02			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
03			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
04			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
05			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
06			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
07			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
08			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	
10			<input type="checkbox"/> New <input type="checkbox"/> Revised Request + ___% - ___% <input type="checkbox"/> Other _____	

LH RFA-1

SERFF Tracking Number: OXFR-126178528 State: Arkansas
 Filing Company: Oxford Life Insurance Company State Tracking Number: 42612
 Company Tracking Number: MYGA800AR
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.004 Modified Single Premium
 Variable
 Product Name: Oxford Life Insurance Company Multi-Year Guarantee Annuity
 Project Name/Number: Oxford Life Insurance Company/

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
06/04/2009	Form	Modified Single Premium Multi-Year Guarantee Annuity Contract	06/17/2009	SPMGA800.pdf (Superceded)



2721 North Central Avenue, Phoenix, Arizona 85004-1172
(866) 641-9999

MODIFIED SINGLE PREMIUM MULTI-YEAR GUARANTEE ANNUITY CONTRACT

OXFORD LIFE INSURANCE COMPANY, a stock life insurance company, will provide the benefits described in this Contract in consideration of the payment of Initial Premium. Upon the death of the Owner, before annuity payments commence, We will pay the Beneficiary the Death Benefit as provided in this Contract. Payment will be made on receipt of proof of the Owner's death and surrender of this Contract.

READ THIS CONTRACT CAREFULLY. It includes the provisions on the pages within and on any riders or endorsements that are attached.

This Contract is a legal contract between You and Us. *Upon written request, We are required to provide within a reasonable time reasonable factual information regarding the benefits and provisions of this Contract.* To obtain any additional information or to make further inquiries regarding this Contract, You may call Our toll-free number, 866-641-9999. You may also write to Us at the address shown above.

**NOTICE OF THIRTY DAY RIGHT TO EXAMINE
- RIGHT TO CANCEL -**

YOU HAVE PURCHASED AN ANNUITY CONTRACT. READ IT CAREFULLY. IT INCLUDES THE PROVISIONS BOTH ON THE PAGES WITHIN AND ON ANY AMENDMENTS, RIDERS, OR ENDORSEMENTS THAT ARE ATTACHED.

IF, FOR ANY REASON, YOU ARE NOT SATISFIED WITH THIS CONTRACT, YOU MAY RETURN IT TO US AT OUR ADDRESS SHOWN ABOVE OR TO ANY PRODUCER OF OURS WITHIN THIRTY DAYS FROM THE DATE YOU RECEIVED IT FOR A FULL PREMIUM REFUND. IF WE DO NOT MAKE THE REFUND WITHIN TEN DAYS OF THE DATE WE RECEIVE THE CONTRACT, WE SHALL PAY INTEREST AS REQUIRED BY THE STATE IN WHICH THIS CONTRACT IS DELIVERED.

IMPORTANT: A RETURN OF THIS CONTRACT AFTER THIS THIRTY DAY PERIOD MAY RESULT IN A SUBSTANTIAL PENALTY REFERRED TO AS A SURRENDER CHARGE. THIS SURRENDER CHARGE IS DESCRIBED UNDER THE SECTION SURRENDER CHARGES.

Signed for the Oxford Life Insurance Company at Phoenix, Arizona.

President

Secretary

**MODIFIED SINGLE PREMIUM MULTI-YEAR GUARANTEE ANNUITY
ANNUITY BENEFITS ARE AVAILABLE
DEATH BENEFIT PAYABLE IF OWNER DIES BEFORE MATURITY DATE
WAIVER OF SURRENDER/WITHDRAWAL CHARGES UNDER CERTAIN CONDITIONS
NO ANNUAL DIVIDENDS**

CONTRACT DATA PAGE

Plan Name:	Oxford Life Insurance Company Multi-Year Guarantee Annuity	Contract Number:	[AFX12345678]
Owner:	[John Doe]	Annuitant:	[John Doe]
Owner's Date of Birth:	[7/1/1945]	Annuitant's Date of Birth:	[7/1/1945]
Owner's Gender:	[Male]	Annuitant's Gender:	[Male]
Contract Date:	[7/1/2009]	Maturity Date:	[7/1/2040]
Initial Premium:	[\$20,000.00]		

Plan Description

Minimum Premium:	Minimum Withdrawal Amount:	[\$600]	
Qualified:	[\$5,000]	Minimum Accumulation Value	
Non-Qualified:	[\$10,000]	After Withdrawal:	[\$2,000]
Maximum Premium:	[\$250,000]	Maturity Age:	95
Initial Guarantee Period	[5 Years]		

Surrender/Withdrawal Charge Schedule											
Contract Year	1	2	3	4	5	6	7	8	9	10	11+
Surrender/ Withdrawal Charge %	10%	9%	8%	7%	6%	5%	4%	3%	2%	1%	0%

The Surrender/Withdrawal Charge is waived for 30 days after the end of the Initial Guarantee Period.

CONTRACT DATA PAGE, CON'T

Initial Premium

Amount: [\$20,000.00]

Date Received: [04/15/2009]

Guaranteed Minimum Annual Interest Rates			
Contract Year	Accumulation Value Bands		
	[\$5,000.00 - \$9,999.99]	[\$10,000.00 - \$34,999.99]	[\$35,000.00+]
[1]	[4.80%]	[5.25%]	[5.55%]
[2-5]	[3.80%]	[4.25%]	[4.55%]
[6-10]	[2.00%]	[2.00%]	[2.00%]
[11+]	[2.00%]	[2.00%]	[2.00%]

[Subsequent Premium #1]

[Amount: \$5,000.00]

[Date Received: 04/15/2009]

[Guaranteed Minimum Annual Interest Rates]			
[Contract Year]	[Accumulation Value Bands]		
	[\$5,000.00 - \$9,999.99]	[\$10,000.00 - \$34,999.99]	[\$35,000.00+]
[1]	[4.80%]	[5.25%]	[5.55%]
[2-5]	[3.80%]	[4.25%]	[4.55%]
[6-10]	[2.00%]	[2.00%]	[2.00%]
[11+]	[2.00%]	[2.00%]	[2.00%]

[Subsequent Premium #2]

[Amount: \$5,000.00]

[Date Received: 04/15/2009]

[Guaranteed Minimum Annual Interest Rates]			
[Contract Year]	[Accumulation Value Bands]		
	[\$5,000.00 - \$9,999.99]	[\$10,000.00 - \$34,999.99]	[\$35,000.00+]
[1]	[4.80%]	[5.25%]	[5.55%]
[2-5]	[3.80%]	[4.25%]	[4.55%]
[6-10]	[2.00%]	[2.00%]	[2.00%]
[11+]	[2.00%]	[2.00%]	[2.00%]

[Subsequent Premium #3]

[Amount: \$5,000.00]

[Date Received: 04/15/2009]

[Guaranteed Minimum Annual Interest Rates]			
[Contract Year]	[Accumulation Value Bands]		
	[\$5,000.00 - \$9,999.99]	[\$10,000.00 - \$34,999.99]	[\$35,000.00+]
[1]	[4.80%]	[5.25%]	[5.55%]
[2-5]	[3.80%]	[4.25%]	[4.55%]
[6-10]	[2.00%]	[2.00%]	[2.00%]
[11+]	[2.00%]	[2.00%]	[2.00%]

[Subsequent Premium #4]

[Amount: \$5,000.00]

[Date Received: 04/15/2009]

[Guaranteed Minimum Annual Interest Rates]			
[Contract Year]	[Accumulation Value Bands]		
	[\$5,000.00 - \$9,999.99]	[\$10,000.00 - \$34,999.99]	[\$35,000.00+]
[1]	[4.80%]	[5.25%]	[5.55%]
[2-5]	[3.80%]	[4.25%]	[4.55%]
[6-10]	[2.00%]	[2.00%]	[2.00%]
[11+]	[2.00%]	[2.00%]	[2.00%]

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DEFINITIONS

Age – Age on last birthday.

Accumulation Value – The Contract provides an Accumulation Value. At the time this Contract is issued, the Accumulation Value is equal to Your Initial Premium which is the amount shown on the Contract Data Page. Subsequent Accumulation Values shall be determined as described under the heading Your Value.

Annuitant – The person named in the application and on the Contract Data Page as the person to receive annuity payments.

Beneficiary – The person or entity designated at the time of the Owner's death to receive Death Benefits under this Contract. The originally designated Beneficiary is shown in the application, a copy of which is attached. The Beneficiary may be changed according to the Change of Owner, Annuitant or Beneficiary provision. If the Death Benefit is payable to more than one person, payment will be made in equal shares unless specified otherwise.

Cash Surrender Value – The Cash Surrender Value is equal to the greater of the Accumulation Value less any Surrender Charge or the Guaranteed Minimum Value. The Surrender Charge is described under the heading Voluntary Payout Options.

Contract Anniversary – The same day and month as the Contract Date in each year subsequent to the Contract Date. During the first Contract Year, the term 'prior Contract Anniversary' refers to the Contract Date.

Contract Date – The date the Initial Premium was received and this Contract was issued. It is shown on the Contract Data Page.

Contract Month – The first Contract Month begins on the Contract Date. Subsequent Contract Months begin on the same day of each subsequent month.

Contract Year – The first Contract Year begins on the Contract Date. Subsequent Contract Years begin on the same month and day of each subsequent year.

Death Benefit – The amount payable if the Owner or Annuitant, if the Owner is not a Natural Person, dies before the Maturity Date. It is equal to the greater of the Accumulation Value or the Guaranteed Minimum Value determined as of the date of death.

Guaranteed Minimum Value – The Proceeds at death or Surrender are not less than the amount required by state law.

Guarantee Period – A period of time during which We guarantee specified interest rates.

Guarantee Period Date – The date on which a new Guarantee Period begins.

Home Office – The Home Office of Oxford Life Insurance Company is 2721 N. Central Ave., Phoenix, AZ 85004-1172.

Initial Guarantee Period – The first period of time during which We guarantee specified interest rates, as shown on Your Contract Data Page.

Initial Premium – The money You pay to Us to Our Home Office for this Contract and the benefits it provides. The Initial Premium is deposited on the Contract Date.

Internal Revenue Code – The Internal Revenue Code of 1986, as amended, and the tax rules and regulations issued thereunder.

Maturity Date – The Contract Anniversary date coincident with or following the Annuitant's 95th birthday, as shown on the Contract Data Page. On this date, the Owner must either select to apply the Accumulation Value to purchase an annuity under one of the available Settlement Options referenced in the Maturity Benefit heading or receive the Accumulation Value in cash as a lump sum.

Natural Person – A human being.

Officer – Our President, Vice President, Secretary or Treasurer.

Owner, You and Your – The person or entity on the Contract Data Page who possesses all rights and privileges under this Contract, including the right to make Withdrawals or Surrender the Contract. The Owner may be changed according to the Change of Owner, Annuitant, or Beneficiary provision. If the Owner is not a Natural Person, it must have a taxpayer identification number.

Parties – Owner, Beneficiary, Annuitant, claimant or heirs and Oxford Life Insurance Company.

Proceeds – The amount payable under this Contract at the Maturity Date, early payout, death, or upon Surrender.

Subsequent Premium – Additional funds identified in the application which are received within 120 days of the application date.

Surrender – Upon Written Request, during the Annuitant's lifetime and before the annuity payments. You may terminate this Contract at any time for its Proceeds.

Surrender/Withdrawal Charge – The charge assessed upon Surrender or Withdrawal. We may waive a portion of the Surrender/Withdrawal Charge as described in the Voluntary Payout Options.

Total Premium – The sum of the Initial Premium and Subsequent Premiums, received within 120 days of the application date. The Total Premium cannot exceed [\$250,000] without prior Home Office approval.

We, Us, Our – Oxford Life Insurance Company.

Window Period – A 120 day period of time beginning on the application date when Subsequent Premiums may be received by Us.

Withdrawal – Upon Written Request, during the Annuitant's lifetime and before the annuity payments commence, You may withdraw a portion of the Accumulation Value at any time in accordance with the Voluntary Payout Options section.

Written Request – Instructions received by Us at Our Home Office, in writing, using a form provided by Us. A Written Request must be signed and dated by all Owners and assignees. We reserve the right to reject any incomplete or unclear Written Requests.

GENERAL PROVISIONS

Annual Report – At least once each Contract Year, until annuity payments commence, We will mail to the Owner a report of the value of this Contract. The Annual Report will include a summary of all transactions that have occurred during the period shown on the report. The information shall be as of a date not more than two months prior to the date of mailing.

Arbitration – Any dispute, controversy, or claim, whether contractual or non-contractual, between the Parties, Our parent, affiliates, subsidiaries, or agents, arising out of this Contract, relating to the breach or alleged breach of any provision or covenant under this Agreement, shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, pursuant to an Arbitration held in Phoenix, Arizona. The resolution of the dispute by a single arbitrator shall be final, binding, and fully enforceable by a court of competent jurisdiction. The prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and costs incurred in connection with any action, proceeding or arbitration hereunder.

Assignment – No assignment of this Contract shall be binding on Us unless it has been recorded at Our Home Office. This Contract may not be assigned without the written consent of all irrevocable Beneficiaries, if any. Any assignment will be subject to any prior assignment of record. We will not assume any responsibility for the validity or sufficiency of an assignment. Any claim under an assignment shall be subject to proof of the assignee's interest.

Basis of Computations – A detailed statement of the method of determining reserves and values under this Contract has been filed with the insurance supervisory official of the jurisdiction in which the Contract is delivered. Any paid-up annuity, Cash Surrender Value or Death Benefit that may be available under this Contract shall not be less than the minimum benefits required by law in that jurisdiction.

Change of Owner, Annuitant, or Beneficiary – Subject to the prior written consent of any assignee or irrevocable Beneficiary, to the extent permitted by law, You may make Written Requests to change the Owner, Annuitant, or Beneficiary. We will not be bound by any change unless it is recorded at Our Home Office. Such change shall take effect on the date of the Written Request but shall be subject to any payment made by Us before the request was recorded.

Contract Changes – Only Our Officers have the authority to make changes to this Contract. No other person has the authority to make any change to this Contract. Any such change must be made in writing. Unless You object in writing, We will change this Contract, as necessary, to permit it to be treated as an Annuity Contract under any applicable federal or state law, rule or regulation.

Change of Law – We may amend this Contract to comply with any changes in law governing benefits or taxation of benefits under it.

Currency – All financial transactions under this Contract are to be made in United States dollars.

Delay of Payment – Subject to the approval of the insurance supervisory official of the jurisdiction in which this Contract was issued, We may Delay Payment of any Surrender/Withdrawal amount for up to six months after We receive Your Written Request. We shall pay interest on that amount at the rate required by the laws of the jurisdiction in which this Contract is delivered.

Entire Contract – This Contract is issued in consideration of the application and payment of the Initial Premium. This Contract, the application, a copy of which is attached, and any attached amendments, endorsements and riders make the entire Contract.

Incontestability – This Contract is not contestable.

Jurisdiction – This Contract is subject to the laws of the jurisdiction in which it is delivered. If any provision of this Contract is contrary to any law to which it is subject, such provision is amended to the minimum requirements of such law.

Misstatement of Age or Gender – If the Age or Gender of the Owner, Annuitant, or Beneficiary has been misstated, all amounts payable under this Contract shall be those which would be due if the correct Age and Gender had been stated. Any underpayment shall be paid immediately. Any overpayment shall be charged as rapidly as possible against future payments with interest charged at the rate of 6% per annum.

Notices and Directions – We will not be bound by any authorization, direction, election or notice that is not made by Written Request. All written notices required of Us by this Contract shall be presumed made on the date of mailing to the last known address of the Owner as shown on Our records.

Premium Taxes – Some state and local governments tax annuity premiums. Such taxes, if any, may be levied either at the time We receive the Initial Premium or any Subsequent Premiums or at the time You receive Proceeds from the Contract. If We incur a Premium Tax, such Premium Tax will be charged to You when incurred by Us. If incurred upon Your payment of the Initial Premium or any Subsequent Premiums, Premium Taxes will be deducted from the Initial Premium or Subsequent Premium before We apply it. If incurred upon Your receipt of Proceeds, taxes will be deducted from those Proceeds otherwise payable.

YOUR INTEREST RATES AND GUARANTEE PERIODS

INITIAL RATE LOCK

For Initial Premium or any Subsequent Premium received 60 days from the date of Your application. We will lock Your interest rate for that time period. For Initial Premium or any Subsequent Premium that is received 61 or more days after the application date, You will receive the interest rate then in effect on the date the funds are received. Your Total Premium must be received within 120 days from the application date.

GUARANTEE PERIOD

The Initial Guarantee Period begins on the date We receive Your Initial Premium. If Subsequent Premiums are received, the funds will be separately administered during the Initial Guarantee Period and the interest rates will be guaranteed for the remainder of the Initial Guarantee Period.

You will have 30 days after the expiration date of the Initial Guarantee Period to make a Surrender or Withdrawal under Your Contract without incurring a Surrender/Withdrawal Charge. The expiration date is the last day of the Guarantee Period. We will send a notification to You prior to the expiration date of the Initial Guarantee Period. Your subsequent Guarantee Period will begin automatically on the day following the expiration date of Your current Guarantee Period. We will never offer a Guarantee Period that is less than one year.

GUARANTEE PERIOD RATES

Each Guarantee Period offers a specified duration with interest rates. Interest rates for the Initial Premium during the Initial Guarantee Period are shown on Your Contract Data Page. If Subsequent Premiums are received, We will send an amended Contract Data Page to You. Interest rates in subsequent Guarantee Periods will never be less than the Guaranteed Minimum Annual Interest Rates.

Each Guarantee Period, We shall declare an interest rate which will be credited on the daily balance. The interest rate credited will never be less than the appropriate Guaranteed Minimum Annual Interest Rate.

INTEREST BANDS

Your credited interest is determined by the Accumulation Value Band corresponding to the Accumulation Value for this Contract as of the beginning of the Contract Month. The Accumulation Value Bands are shown on the Contract Data Page.

YOUR VALUE

ACCUMULATION VALUE

At any time after the Contract is issued, the Accumulation Value is equal to:

- The Accumulation Value at the start of the current Contract Year, less
- Any Withdrawals, including any Withdrawal Charges thereon, from the Accumulation Value since the prior Contract Anniversary, plus
- Interest on the Accumulation Value since the prior Contract Anniversary.

At the time this Contract is issued, the Accumulation Value is the Initial Premium as shown on the Contract Data Page.

VOLUNTARY PAYOUT OPTIONS

WITHDRAWAL OPTIONS

Upon Written Request, during the Annuitant's lifetime, and before annuity payments commence, You may make a maximum of two Withdrawals each Contract Year providing:

- a) Each amount withdrawn is at least [\$600]; and
- b) The Accumulation Value remaining after each such Withdrawal is at least [\$2,000].

We shall reduce the Accumulation Value by the amount withdrawn plus any applicable Withdrawal Charge. Any amount withdrawn will be paid in a single sum except as provided under the Periodic Payments Option section.

WITHDRAWAL CHARGES

The Withdrawal Charge is a percentage of the amount withdrawn. These percentages are shown on the Contract Data Page. We will waive the Withdrawal Charge on a maximum of two Withdrawals each Contract Year subject to the following conditions:

- a) The Accumulation Value determined as of the preceding Contract Anniversary must be at least [\$2,000], and

- b) The total amount withdrawn each Contract Year, for which We will waive the Withdrawal Charge, may not exceed:
 - i) For the first Contract Year, the product of the Guaranteed Minimum Annual Interest Rate as of the Contract Date and the Initial Premium; or
 - ii) For subsequent Contract Years, 10% of the Accumulation Value, determined as of the beginning of that Contract Year.

PERIODIC PAYMENTS OPTION

You may elect to have the first amount withdrawn in each Contract Year paid periodically in equal monthly or quarterly installments. To make this election for the first Contract Year, You must make a Written Request within 15 days of the Contract Date. To make this election for a subsequent Contract Year, You must make a Written Request at least 30 days prior to the commencement of the Contract Year for which the election is to be effective. We will make periodic payments only by electronic funds transfer and only in equal amounts of not less than \$50.00 each. Periodic payments shall cease upon Your death or Surrender of this Contract. Any unpaid periodic payments shall be included in the computation of the Death Benefit or Cash Surrender Value.

SURRENDER OPTIONS

Upon Written Request, during the Annuitant's lifetime and before annuity payments commence, You may Surrender this Contract for its Proceeds. The Proceeds at Surrender are equal to the Cash Surrender Value. You may apply that Cash Surrender Value to purchase a Settlement Option. The payment or application of the Cash Surrender Value shall constitute complete settlement of our liability under this Contract.

Beginning in Contract Year eleven, the Surrender Charge no longer applies.

SURRENDER CHARGES

Should You Surrender this Contract, during the Surrender Charge period, a Surrender Charge will be assessed. The Surrender Charge is a percentage of the Accumulation Value. These percentages are shown on the Contract Data Page. We will waive the Surrender Charge on a portion of the Accumulation Value surrendered. The portion shall be the excess, if any, of a) over b) where:

- a) Equals 10% of the sum of the Accumulation Value and any reductions in the Accumulation Value attributable to withdrawals since the prior Contract Anniversary, and
- b) Equals the Accumulation Value withdrawn since the prior Contract Anniversary upon which the Withdrawal Charge was waived in accordance with the conditions set forth in the Withdrawal Options section.

DEATH BENEFITS

General - We must receive Proof of Death, a completed claim form, and this Contract or a lost Contract statement to process the claim. A certified copy of the final Death Certificate issued by the State Office of Vital Records and Statistics is sufficient Proof of Death. We may accept alternative proof at our sole discretion.

You may change Your Beneficiary by Written Request, unless the Beneficiary has been designated irrevocably.

If there are multiple beneficiaries, We shall allocate the Death Benefit into individual accounts before We make any distributions.

Except as provided herein, non-survivors, heirs or estates shall not be entitled to any Death Benefit. Any person who disclaims an interest will not be considered a Beneficiary for purposes of this Contract as of the date of written disclaimer.

So far as permitted by law, the benefits shall not be subject to any claim of the Beneficiary's creditors.

Notwithstanding any provisions of this Contract to the contrary, any benefits required to be paid under this Contract shall be paid in a manner that satisfies the requirements of Internal Revenue Code Section 72(s) or 401(a)(9) as applicable, as amended from time to time.

Death Before the Maturity Date - Upon the death of the Owner before the Maturity Date, We will pay the Death Benefit to the Beneficiary, if living, otherwise to Your successors, transferees, or estate. Alternatively, if the sole Beneficiary is the surviving spouse of the Owner, the spouse may elect to continue the Contract as the new, successor Owner. Upon the death of such surviving spouse, We will pay the Death Benefit to the Beneficiary designated by the surviving spouse. The right to continue the Contract as successor Owner may be elected only once. It may not be exercised a second time if the surviving spouse elects to continue the Contract as the successor Owner, remarries and then dies.

If the Owner is also the Annuitant, any Death Benefit shall be paid in accordance with the Contract provisions regarding the death of the Owner.

If the Owner is not a Natural Person, the death of the Annuitant will be treated as the death of the Owner. If the Owner is a Natural Person and is not the Annuitant, no Death Benefit will be payable on the death of the Annuitant.

If the Beneficiary is not a Natural Person, the Death Benefit shall be paid in a lump sum only. Otherwise, any Death Benefit payable for death before the Maturity Date will be distributed to the Beneficiary as follows:

- 1) The Death Benefit must be completely distributed within five years of the Owner's date of death; or
- 2) The Beneficiary may elect to receive installment payments using a Settlement Option. The Settlement Option must be selected within 60 days after We approve the death claim, and payments must begin not later than one year after the Owner's date of death.

If this is a qualified Contract, additional options are provided by an attached Endorsement.

Death After Annuity Payments Commence – If the Annuitant dies on or after the date annuity payments commence, any remaining benefit payable will be distributed at least as rapidly as under the Settlement Option then in effect. The Beneficiary shall have all other rights of ownership.

MATURITY BENEFIT

Unless a different Settlement Option has been selected, the Cash Surrender Value of this Contract will be applied to provide a Life With Ten Years Certain Annuity. You may select a different Settlement Option by Written Request at least 30 days prior to the Maturity Date. We will apply the Cash Surrender Value as a single premium under the selected Settlement Option. Typical settlement options are described under the Settlement Options section. If applicable, Premium Taxes will be deducted from the Cash Surrender Value.

Annuity payments will start on the Maturity Date if the Annuitant is living and the Contract has not been Surrendered and an Early Payout Option has not been previously selected. The amount and terms of payment shall be determined as of the date payments commence. Once annuity payments have commenced, neither the amount nor the terms of payment may be changed.

EARLY PAYOUT OPTION

After the first Contract Anniversary, You may elect to apply the full Accumulation Value of this Contract as a single premium to the purchase of a Life With Ten Years Certain Annuity at the guaranteed rate shown under the Settlement Options section. If applicable, Premium Taxes will be deducted from the full Accumulation Value. Once annuity payments have commenced neither the amount nor the terms of payment may be changed.

SETTLEMENT OPTIONS

Minimum Periodic Payments – The minimum amount for any periodic payment is \$50. We shall decrease the payment frequency, but not less than once per year, in order to satisfy such minimum amount requirement.

Option 1 – Life Income Only: We will pay equal monthly payments for the Annuitant's remaining lifetime. Payments end with the payment due just before the Annuitant's death. There is no death benefit under this option.

Option 2 – Life Income with Guaranteed Period Certain: We will pay equal monthly payments for the longer of the Annuitant's remaining lifetime or the period certain. If the Annuitant dies after all payments have been made for the period certain, payments shall end with the payment due just before the Annuitant's death.

Option 3 – Period Certain Only: We will pay equal monthly payments for a period certain of up to 30 years.

For Options 2 and 3 – If the Annuitant dies during the period certain, the remaining period certain payments shall be paid to the Beneficiary. The Beneficiary may designate a payee to receive any remaining payments if the Beneficiary dies before all of the payments under the period certain have been made. If the Beneficiary dies before receiving all of the remaining payments and there is no designated payee or a designated payee does not survive the Beneficiary for at least fifteen days, the remaining period certain payments shall be paid to the Beneficiary's estate.

Proof of Age and Gender – We have the right to require proof of any payee's Age and gender, including a copy of the Birth Certificate and/or a copy of the State I.D. of such payee. We may require this proof before We make any payments.

Proof of Survival – We have the right to require proof that the payee is alive at the time each annuity payment is due, including a sworn affidavit of the payee.

Other Forms of Payment – Upon Written Request, We may consider other forms or frequency of payment not described in this section.

Basis of Computation - The rates for options 1 and 2 are based upon the Annuity 2000 Table, Age Last Birthday. All options are discounted at 1.5% per annum.

**Guaranteed Monthly Payments
(Rates per \$1,000 applied)**

Option 1			Option 2			Option 3	
Life Income Only			Life with Ten Years Certain			Period Certain Only	
Age	Male	Female	Age	Male	Female	Years Certain	
45	2.94	2.74	45	2.93	2.73	5	17.28
50	3.24	3.00	50	3.22	2.99	10	8.96
55	3.63	3.34	55	3.60	3.32	15	6.20
60	4.15	3.78	60	4.07	3.74	20	4.81
65	4.85	4.37	65	4.69	4.28	25	3.99
70	5.82	5.19	70	5.45	5.00	30	3.44
75	7.15	6.39	75	6.32	5.91		
80	9.02	8.16	80	7.22	6.93		
85	11.61	10.80	85	8.00	7.86		
90	15.21	14.59	90	8.54	8.48		
95	20.07	19.42	95	8.84	8.82		
100	27.53	26.24	100	8.95	8.95		

Note: Monthly Payment rates for other ages and periods will be provided upon request.

SUPPLEMENTARY CONTRACT

When We receive a request for a Settlement Option, We will prepare a supplementary contract stating the terms under which We will make payments. The supplementary contract will state to whom We will pay any remaining Proceeds if the payee dies. We will require this Contract in exchange for the supplementary contract. If any payment is contingent on any Annuitant, Owner, or any Beneficiary being alive, We may require satisfactory proof of survival.

If the payee dies before payments under the supplementary contract are complete, We will pay any remaining balance at least as rapidly as under the method of payment in effect on the payee's date of death.



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**MODIFIED SINGLE PREMIUM MULTI-YEAR GUARANTEE ANNUITY
ANNUITY BENEFITS ARE AVAILABLE
DEATH BENEFIT PAYABLE IF OWNER DIES BEFORE MATURITY DATE
WAIVER OF SURRENDER/WITHDRAWAL CHARGES UNDER CERTAIN CONDITIONS
NO ANNUAL DIVIDENDS**