

SERFF Tracking Number: LAFA-126213585 State: Arkansas
Filing Company: The Lafayette Life Insurance Company State Tracking Number: 42845
Company Tracking Number:
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: PBR-09
Project Name/Number: /

Filing at a Glance

Company: The Lafayette Life Insurance Company

Product Name: PBR-09

SERFF Tr Num: LAFA-126213585 State: Arkansas

TOI: A10 Annuities - Other

SERFF Status: Closed-Approved-
Closed State Tr Num: 42845

Sub-TOI: A10.000 Annuities - Other

Co Tr Num:

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Author: Katrina Donnoe

Disposition Date: 07/20/2009

Date Submitted: 07/01/2009

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 07/20/2009

Explanation for Other Group Market Type:

State Status Changed: 07/20/2009

Deemer Date:

Created By: Katrina Donnoe

Submitted By: Katrina Donnoe

Corresponding Filing Tracking Number:

Filing Description:

July 1, 2009

Arkansas Department of Insurance

RE: NEW INDIVIDUAL LIFE FILING SUBMISSION

Premium Bonus Rider: PBR-09

Disclosure Form: 2354-10-PBR (sample as used with Marquis Centennial 10)

The Lafayette Life Insurance Company, NAIC# 65242

SERFF Tracking Number: LAFA-126213585 State: Arkansas
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Enclosed for your consideration and approval are duplicate copies of the above-captioned annuity rider and application. Also being submitted as part of this filing is the above mentioned disclosure, along with a sample policy schedule page. These forms represent a new submission and will not be replacing any form previously approved for use in your state. These forms are being submitted to you in final print format. However, although the wording and text size of the documents will not differ, the formatting and font may vary for reasons not limited to the parameter settings of the printer being used, the web browser settings and the respective capabilities of each.

Form PBR-09 will be attached to our Marquis Centennial annuity policies, form numbers FPDA 06-IA-1, FPDA 06-IA-2, FPDA 06-IA-3, FPDA 06-IA-4, FPDA 06-IA-5, FPDA 06-IA-6, FPDA 06-IA-7, FPDA 06-IA-8, FPDA-06-IA-9, and FPDA 06-IA-10, and our Horizon SPDA 08 policy, form number SPDA-08, approved for use in your state on 09/06/2006 and 10/29/2008 respectively, and also to any other deferred annuities we may have approved for use in your state in the future. This premium bonus rider will grant a bonus based on premium received during the first 180 days following the annuity policy date. Interest will be credited to the bonus on a daily basis and will vest over a period of policy years. The vested amount is applied upon surrender of the annuity policy, annuitization, or payment of a death benefit.

If a withdrawal is taken from the annuity policy prior to the policy maturity date or prior to the premium bonus vesting percentage equaling 100%, a premium bonus recapture will apply. The premium bonus recapture is the amount that decreases the unvested premium bonus in the same proportion that the policy value is reduced by the withdrawal. This rider has a termination provision. For example, the rider will terminate on termination of the policy to which it is attached. It could also be terminated, if so requested, by submission of a written request from the policyowner.

As always, we look forward to hearing from you at your earliest convenience regarding this submission. Thank you for your time and consideration in reviewing this submission.

Sincerely,

Kate Donnoe, FLMI, AFSI, AIRC, AIAA, ARA, PCS
Senior Compliance Analyst

Company and Contact

Filing Contact Information

Kate Donnoe, Senior Compliance Analyst kate.donnoe@llic.com
1905 Teal Rd 800-443-8793 [Phone] 3327 [Ext]
P.O. Box 7007 765-477-3212 [FAX]
Lafayette, IN 47906

Filing Company Information

The Lafayette Life Insurance Company CoCode: 65242 State of Domicile: Indiana

SERFF Tracking Number: LAF A-126213585 State: Arkansas
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 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: PBR-09
 Project Name/Number: /
 PO Box 7007 Group Code: 836 Company Type: Life and Annuity
 Lafayette, IN 47903 Group Name: State ID Number:
 (800) 443-8793 ext. 3417[Phone] FEIN Number: 35-0457540

Filing Fees

Fee Required? Yes
 Fee Amount: \$35.00
 Retaliatory? Yes
 Fee Explanation: 1 form x \$35 per form = \$35
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Lafayette Life Insurance Company	\$35.00	07/01/2009	28920735

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	07/20/2009	07/20/2009

SERFF Tracking Number: *Lafa-126213585* *State:* *Arkansas*
Filing Company: *The Lafayette Life Insurance Company* *State Tracking Number:* *42845*
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Product Name: *PBR-09*
Project Name/Number: /

Disposition

Disposition Date: 07/20/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Disclosure and Benefit Summary		Yes
Supporting Document	Sample Policy Schedule Page		Yes
Supporting Document	Statement of Variability		Yes
Form	Premium Bonus Rider		Yes

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Form Schedule

Lead Form Number: PBR-09

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	PBR-09	Policy/Cont ract/Fratern al Certificate Premium Bonus Rider	Initial		0.000	PBR-09.pdf

The Lafayette Life Insurance Company

Premium Bonus Rider

POLICY PROVISIONS

This rider is part of the policy to which it is attached. All provisions of the policy will apply to this rider unless otherwise noted herein. In the event of a conflict between the terms of this rider and the terms of the policy to which it is attached, the terms of the rider shall apply. Terms used in this rider shall have the same meanings as are set forth in the policy to which this rider is attached unless otherwise defined in this rider. This rider is nonparticipating.

DEFINITIONS

The following terms used in this rider have the following meanings:

DAY means a calendar day.

PREMIUM BONUS RATE means the rate appearing immediately following the words "Premium Bonus Rate" on Page 5A of the policy.

PREMIUM BONUS VESTING PERCENTAGE refers to the Premium Bonus Vesting Percentage schedule on Page 5A of the policy.

WITHDRAWAL means a request by you for the receipt of proceeds from the policy as a partial or automatic withdrawal in accordance with the withdrawals provision of the policy.

THE BENEFIT

Subject to the Vested/Unvested Premium Bonus provision and the Premium Bonus Recapture provision, the benefit under this rider increases the amount payable under the policy in the event of surrender, payment of a death benefit before the maturity date, or election of an annuity benefit upon maturity. The amount of this benefit is equal to the vested premium bonus. The vested premium bonus will be payable as an addition to:

- ◆ the surrender value of the policy at surrender;
- ◆ the policy value of the policy payable on death of the Owner or the Annuitant before the maturity date; or

- ◆ the policy value payable to the Annuitant on the maturity date.

The amount of any premium bonus is not considered a premium but it is considered part of the interest earnings. No premium bonus shall be due to you if you return the policy as specified under the **RIGHT TO RETURN THE POLICY** provision on the face page of the policy.

The premium bonus is not part of the policy value.

LIMIT ON ADVANCEMENT OF MATURITY DATE

The maturity date cannot be advanced by you in the form of notice received by us to a date earlier than the policy year on which the premium bonus vesting percentage stated on Page 5A first equals 100%.

VESTED/UNVESTED PREMIUM BONUS

The vested premium bonus is equal to (a) multiplied by (b) but never less than (c) where:

- (a) Is the premium bonus on the annual date;
- (b) Is the premium bonus vesting percentage for the policy year from the table on Page 5A; and
- (c) Is the premium bonus on the preceding annual date.

The unvested premium bonus is equal to the premium bonus minus the vested premium bonus.

PREMIUM BONUS CALCULATION

The premium bonus is calculated as follows:

1. On the policy date, the premium bonus is equal to the net initial premium shown on Page 3 of the policy multiplied by the premium bonus rate.
2. On any other day during the first 180 days following the policy date, the premium bonus is equal to (a) plus (b) plus (c) minus (d) where:
 - (a) Is the premium bonus on the previous day;

- (b) Is any net premium received since the previous day multiplied by the premium bonus rate;
 - (c) Is daily interest on the premium bonus on the previous day at the applicable premium bonus interest rate as described in the Premium Bonus Interest Rate provision; and
 - (d) Is the amount of any premium bonus recapture since the previous day as described under the Premium Bonus Recapture provision;
3. On any day after the first 180 days following the policy date, the premium bonus is equal to (a) plus (b) minus (c) where
- (a) Is the premium bonus on the previous day;
 - (b) Is daily interest on the premium bonus as of the previous day at the applicable premium bonus interest rate as described in the Premium Bonus Interest Rate provision; and
 - (c) Is the amount of any premium bonus recapture since the previous day as described under the Premium Bonus Recapture provision.

PREMIUM BONUS RECAPTURE

A premium bonus recapture is a loss by you of a portion of the unvested premium bonus. A premium bonus recapture occurs on the day of any withdrawal from the policy. The premium bonus recapture is equal to (a) multiplied by (b) divided by (c) where:

- (a) Is the unvested premium bonus immediately before the withdrawal;
- (b) Is the amount of the withdrawal and any applicable withdrawal charges; and
- (c) Is the policy value immediately before the withdrawal.

The premium bonus recapture is equal to zero and there is no loss of premium bonus for a withdrawal that occurs in or after the policy year for which the premium bonus vesting percentage first equals 100%. At that point the premium bonus is fully vested.

PREMIUM BONUS INTEREST RATE

The premium bonus interest rate will be declared by us in advance. The premium bonus interest rate will be at an annual effective rate and will be applied on a daily basis to the premium bonus as described in the Premium Bonus Calculation provision. We will establish the premium bonus interest rate periodically, as often as daily in our discretion. The premium bonus interest rate is not guaranteed.

TERMINATION

This rider will terminate on the earliest to occur of the following:

1. The death of the Annuitant before the maturity date;
2. Your death before the maturity date;
3. The maturity date;
4. The surrender of the policy for its surrender value;
5. The date notice is received by us from you requesting termination of the rider; or
6. Termination of the policy to which this rider is attached for any other reason not described above.

Signed at Lafayette, Indiana on the Policy Date.



Secretary



President & CEO

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Supporting Document Schedules

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

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

	Item Status:	Status Date:
Satisfied - Item: Disclosure and Benefit Summary		
Comments:		
Attachment: 2354-10-PBR.pdf		

	Item Status:	Status Date:
Satisfied - Item: Sample Policy Schedule Page		
Comments:		
Attachment: Policy Schedule Page 5A.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachment:		

SERFF Tracking Number: Lafa-126213585

State: Arkansas

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State Tracking Number: 42845

Company Tracking Number:

TOI: A10 Annuities - Other

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Product Name: PBR-09

Project Name/Number: /

Statement of Variability - PBR-09.pdf

CERTIFICATION

I, Gregory L. Mitchell, an officer of The Lafayette Life Insurance Company, hereby certify that the following form has the following readability score as calculated by the Flesch Reading Ease Test and that these forms meet the reading ease requirements of Arkansas Statutes and Regulations.

Form

Flesch Score

PBR-09

51



Gregory L. Mitchell
Vice President – Chief Actuary

Date: May 12, 2009

**DISCLOSURE AND BENEFIT SUMMARY
PREMIUM BONUS RIDER (Form PBR-09)**

GENERAL INFORMATION

The Premium Bonus Rider (“Rider”) provides a benefit, as described below, for the Marquis Centennial 10 Annuity to which it is attached. This disclosure details how the premium bonus is calculated. It also describes the difference between a vested premium bonus and an unvested premium bonus. This disclosure also details when a premium bonus recapture (a loss of a portion of the unvested premium bonus) will occur.

WHAT IS A PREMIUM BONUS?

A premium bonus is additional interest on net premiums paid and received by us during the first 180 days after the policy date. The premium bonus is not part of the policy value of the annuity. It is also not part of the accumulated values of the short-term interest crediting method, the fixed option and/or the index option under the annuity. The amount of any premium bonus is not considered a premium for your annuity. It is part of the interest earnings of the annuity.

The premium bonus is equal to:

- 1) {5%} of the net premiums you pay during the first 180 days of the policy; less
- 2) Any premium bonus recaptures (described below); plus
- 3) Daily interest on the balance at the premium bonus interest rate.

IS MY BONUS IMMEDIATELY VESTED 100%?

No. The vested premium bonus is recalculated on each annual date. It is equal to the greater of the vested premium bonus on the preceding annual date or the premium bonus on the current annual date multiplied by a vesting percentage. The unvested premium bonus is the difference between the premium bonus and the vested premium bonus.

HOW LONG WILL IT BE UNTIL MY PREMIUM BONUS IS 100% VESTED?

The vesting percentage increases each policy year until it equals 100% and the premium bonus is fully vested.

There is a schedule in the annuity we will issue to you called the Premium Bonus Vesting Percentage. This schedule sets forth the vested amount of the premium bonus for each policy year. The schedule for your annuity is as follows:

Policy Year	Premium Bonus Vesting Percentage
{1	5%}
{2	20%}
{3	40%}
{4	60%}
{5	80%}
{6	100%}

For every policy year after the 6th policy year, the vesting percentage will remain at 100%.

HOW DO I GET MY VESTED PREMIUM BONUS?

The benefit paid under this Rider is called the vested premium bonus. It will be paid:

- 1) When you surrender the policy;
- 2) When a death benefit is paid upon the death of the Owner or the Annuitant before the maturity date; or
- 3) When maturity occurs as part of the benefit due on maturity.

Only the vested premium bonus is paid to you as a benefit under this Rider.

**DISCLOSURE AND BENEFIT SUMMARY
PREMIUM BONUS RIDER (Form PBR-09)**

CAN I LOSE ANY PART OF MY PREMIUM BONUS THAT IS NOT VESTED?

Yes. The portion of the premium bonus that is not vested is called the unvested premium bonus. A partial or automatic withdrawal from the policy prior to the policy year in which the premium bonus vesting percentage first equals 100% will result in a loss of a portion of the unvested premium bonus. This is what is meant by a premium bonus recapture. The premium bonus recapture is the amount that decreases the unvested premium bonus in the same proportion that the policy value is reduced by the withdrawal.

A full surrender of the policy or the payment of a death benefit or maturity value before the vesting percentage first equals 100% will result in a loss of the entire unvested premium bonus.

HOW IS THE PREMIUM BONUS RECAPTURE CALCULATED?

In a premium bonus recapture, we take the unvested premium bonus which existed immediately before the withdrawal and multiply that amount by the amount of the withdrawal and any applicable withdrawal charges. We then divide the product received from the first calculation by the amount of the policy value as it existed immediately before the withdrawal. There is no premium bonus recapture for any withdrawal which occurs on or after the 6th policy year.

IS INTEREST PAID ON THE PREMIUM BONUS?

The premium bonus interest rate, at which the premium bonus accumulates its own interest, will be set by us in advance and we may update that rate as often as daily. It is not guaranteed. This rate is unique to the Rider; it is not related, in any way, to interest credited to the Fixed or Index Options of the policy.

IS THERE A PREMIUM COST FOR THIS RIDER?

There is no separate premium charge for this Rider. The fixed interest rates, initial maximum index rates and the initial maximum monthly change of the policy are lower with the Rider attached than they would be if the Rider was not attached. However, the guaranteed minimum amount available upon surrender of this policy is greater with the Rider attached than without the Rider. The amount payable upon surrender, death or maturity may be more or may be less with the Rider than without depending on how the premiums are allocated and the performance of the Index.

This Disclosure and Benefit Summary provides a general description of the Rider. All benefits described herein are subject to the terms and conditions of the Rider. If there is any conflict, the provisions of the Rider, and not this general description, shall control.

For additional information concerning the Premium Bonus Rider you may speak with your agent or contact the Lafayette life Insurance Company at 1-800-443-8793.

I have read, understand, and have been given a copy of the Disclosure and Benefit Summary for the Rider. I acknowledge that I have also read, understand and have been given a copy of the separate Disclosure and Benefit Summary of the Marquis Centennial 10 Annuity.

Date Owner/Applicant Signature Owner/Applicant's Printed Name

Agent's Signature Agent's Printed Name

Instructions to agent: 1) review this form with the Applicant. 2) Give one copy of this form to the Applicant. 3) Send one copy of this form to the Home Office with the application as confirmation that the above steps were completed.

POLICY SCHEDULE

Policy Number: {FE0123456}

RIDER: PREMIUM BONUS RIDER

Premium Bonus Rate: {5.00%}

Policy Year	<i>Premium Bonus Vesting Percentage</i>
{ 1 }	{ 5% }
{ 2 }	{ 20% }
{ 3 }	{ 40% }
{ 4 }	{ 60% }
{ 5 }	{ 80% }
{6 and later}	{100%}

Please refer to the Premium Bonus Recapture provision of the rider. A portion of the unvested premium bonus will be forfeited by you in the event of a partial or an automatic withdrawal from the policy prior to the policy year in which the premium bonus vesting percentage first equals 100%.

You should read, in their entirety, the policy to which this rider is attached as well as the Premium Bonus Rider. As to the policy, we direct your particular attention to the Withdrawals provision, including the provisions on withdrawal charges, and the Payment of Policy Benefits provision.

There is no separate premium charge for this rider. The Initial Maximum Index Rates and the Initial Maximum Monthly Change, stated on Page 3 of the policy, are lower on this policy with the Premium Bonus Rider attached than they would be for this policy if the Premium Bonus Rider was not attached. However, the guaranteed minimum amount available upon surrender of this policy is greater with the Premium Bonus Rider attached than without the rider. The amount payable upon surrender, death or maturity may be more or may be less with the rider than without depending on your allocation percentages and the performance of the Index.

The Initial Maximum Index Rates, Initial Maximum Monthly Change and the Minimum Fixed Interest Rate, shown on Page 3 of the policy, do not apply to the premium bonus or the Premium Bonus Rider. The premium bonus is not part of the policy value nor is it part of the accumulated values of the short-term interest crediting method, the fixed option and/or the index option.

Statement of Variability

Rider Form PBR-09

Premium Bonus Rate: The premium bonus rate will vary within the range of 1% - 15%.

Premium Bonus Vesting Percentage:

<u>Policy Year</u>	<u>Premium Bonus Vesting Percentage</u>
1	5% - 100%
2	5% - 100%
3	5% - 100%
4	5% - 100%
5	5% - 100%
6	5% - 100%
7	5% - 100%
8	5% - 100%
9	5% - 100%
10	5% - 100%

The combination of Premium Bonus Rate and vesting schedule will be designed so that the policy with the rider attached continues to comply with the Standard Nonforfeiture Law for Individual Deferred Annuities.