

SERFF Tracking Number: FRCS-126024290 State: Arkansas  
Filing Company: First Investors Life Insurance Company State Tracking Number: 41607  
Company Tracking Number: 5154  
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium  
Variable  
Product Name: Fixed Deferred Annuity FPDA-1 (01/09)  
Project Name/Number: Firstinv/79/79

## Filing at a Glance

Company: First Investors Life Insurance Company

Product Name: Fixed Deferred Annuity FPDA-1 SERFF Tr Num: FRCS-126024290 State: Arkansas  
(01/09)

TOI: A02I Individual Annuities- Deferred Non- Variable SERFF Status: Closed-Approved- Closed State Tr Num: 41607  
Sub-TOI: A02I.002 Flexible Premium Co Tr Num: 5154 State Status: Approved-Closed  
Filing Type: Form Reviewer(s): Linda Bird  
Disposition Date: 08/05/2009  
Authors: Jana Ellmaker, Aaron Clark  
Date Submitted: 02/19/2009 Disposition Status: Approved-Closed  
Implementation Date Requested: On Approval Implementation Date:  
State Filing Description:

## General Information

Project Name: Firstinv/79  
Project Number: 79  
Requested Filing Mode: Review & Approval

Explanation for Combination/Other:  
Submission Type: New Submission  
Overall Rate Impact:  
Filing Status Changed: 08/05/2009

Deemer Date:  
Submitted By: Jana Ellmaker  
Filing Description:  
Our fee of \$50 has been sent by EFT on this same date.

Status of Filing in Domicile: Pending  
Date Approved in Domicile:  
Domicile Status Comments: Filed on or about  
this same date.  
Market Type: Individual  
Group Market Size:  
Group Market Type:  
Explanation for Other Group Market Type:  
State Status Changed: 02/23/2009  
Created By: Aaron Clark  
Corresponding Filing Tracking Number:

The Company offers their assurances that the information required by Section 23-79-138 and the Guaranty Association notice required by Regulation 49 will be provided.

SERFF Tracking Number: FRCS-126024290 State: Arkansas  
 Filing Company: First Investors Life Insurance Company State Tracking Number: 41607  
 Company Tracking Number: 5154  
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium  
 Variable  
 Product Name: Fixed Deferred Annuity FPDA-I (01/09)  
 Project Name/Number: Firstinv/79/79

These are new forms and do not replace any prior approved forms.

The enclosed is a flexible purchase payment deferred annuity contract. After payment of the initial single premium, the owner may submit additional payments at any time. The initial interest rate credited to any payment will be guaranteed for one year. The minimum interest rate guarantee will be determined annually as described in the actuarial memorandum and will be the same as the nonforfeiture rate.

The enclosed application form will be used to apply for this annuity contract.

The annuity contract will be marketed by licensed producers.

The contract may be used with any qualified plan endorsements approved for use in your state.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

## Company and Contact

### Filing Contact Information

Jana Ellmaker, Senior Compliance Specialist jana.ellmaker@firstconsulting.com  
 1020 Central 800-927-2730 [Phone] 2741 [Ext]  
 Suite 201 816-391-2755 [FAX]  
 Kansas City, MO 64105

### Filing Company Information

(This filing was made by a third party - FC01)

First Investors Life Insurance Company	CoCode: 63495	State of Domicile: New York
110 Wall Street	Group Code:	Company Type:
New York, NY 10005	Group Name:	State ID Number:
(212) 858-8231 ext. [Phone]	FEIN Number: 13-1968606	

-----

## Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50.00 per policy times one policy, equals \$50.00

SERFF Tracking Number: FRCS-126024290 State: Arkansas  
Filing Company: First Investors Life Insurance Company State Tracking Number: 41607  
Company Tracking Number: 5154  
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium  
Variable  
Product Name: Fixed Deferred Annuity FPDA-1 (01/09)  
Project Name/Number: Firstinv/79/79  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
First Investors Life Insurance Company	\$50.00	02/19/2009	25822219

SERFF Tracking Number: FRCS-126024290 State: Arkansas  
 Filing Company: First Investors Life Insurance Company State Tracking Number: 41607  
 Company Tracking Number: 5154  
 TOI: A021 Individual Annuities- Deferred Non- Variable Sub-TOI: A021.002 Flexible Premium  
 Product Name: Fixed Deferred Annuity FPDA-1 (01/09)  
 Project Name/Number: Firstinv/79/79

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/05/2009	08/05/2009
Approved-Closed	Linda Bird	02/23/2009	02/23/2009

### Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Flexible Premium Deferred Annuity	Aaron Clark	08/04/2009	08/04/2009

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request to reopen filing	Note To Filer	Linda Bird	08/04/2009	08/04/2009
Request to reopen filing.	Note To Reviewer	Aaron Clark	08/03/2009	08/03/2009

*SERFF Tracking Number:* FRCS-126024290      *State:* Arkansas  
*Filing Company:* First Investors Life Insurance Company      *State Tracking Number:* 41607  
*Company Tracking Number:* 5154  
*TOI:* A021 Individual Annuities- Deferred Non-Variable      *Sub-TOI:* A021.002 Flexible Premium  
*Product Name:* Fixed Deferred Annuity FPDA-1 (01/09)  
*Project Name/Number:* Firstinv/79/79

## **Disposition**

Disposition Date: 08/05/2009

Implementation Date:

Status: Approved-Closed

Comment: Company has corrected the definition of Adjusted age on pages 5-8 of the original policy form submitted on this filing.

Rate data does NOT apply to filing.

SERFF Tracking Number: FRCS-126024290 State: Arkansas  
 Filing Company: First Investors Life Insurance Company State Tracking Number: 41607  
 Company Tracking Number: 5154  
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium  
 Variable  
 Product Name: Fixed Deferred Annuity FPDA-1 (01/09)  
 Project Name/Number: Firstinv/79/79

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Certification of Compliance		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	Third party authorization		Yes
Supporting Document	Complaint notice		Yes
Form ( <i>revised</i> )	Flexible Premium Deferred Annuity		Yes
Form	Flexible Premium Deferred Annuity	Replaced	Yes
Form	Individual Annuity Application		Yes



SERFF Tracking Number: FRCS-126024290 State: Arkansas  
 Filing Company: First Investors Life Insurance Company State Tracking Number: 41607  
 Company Tracking Number: 5154  
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium  
 Variable  
 Product Name: Fixed Deferred Annuity FPDA-1 (01/09)  
 Project Name/Number: Firstinv/79/79

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Certification of Compliance		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	Third party authorization		Yes
Supporting Document	Complaint notice		Yes
Form ( <i>revised</i> )	Flexible Premium Deferred Annuity		Yes
Form	Flexible Premium Deferred Annuity	Replaced	Yes
Form	Individual Annuity Application		Yes

SERFF Tracking Number: FRCS-126024290 State: Arkansas  
 Filing Company: First Investors Life Insurance Company State Tracking Number: 41607  
 Company Tracking Number: 5154  
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium  
 Variable  
 Product Name: Fixed Deferred Annuity FPDA-1 (01/09)  
 Project Name/Number: Firstinv/79/79

**Amendment Letter**

Submitted Date: 08/04/2009

**Comments:**

Thank you for reopening this filing. After filing, the Company realized that there was an error in the definition of Adjusted Age on pages 5-8. The definition should have stated that the Adjusted Age was the age as of the Annuitant's birthday last preceding the Payout Benefit Option Commencement minus one year, rather than plus one year. No incorrect contracts have been issued in your state. Attached is the corrected form. If you have any questions or concerns please feel free to contact me at 1-800-927-2730 ext. 2835.

Thank you.

**Changed Items:**

**Form Schedule Item Changes:**

**Form Schedule Item Changes:**

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
FPDA-1 (01/09) (AR)	Policy/Contr act/Fraternal Certificate	Flexible Premium Deferred Annuity	Initial				53.300	FPDA-1 _01-09_ _AR_REV (7-09).pdf

*SERFF Tracking Number:* FRCS-126024290      *State:* Arkansas  
*Filing Company:* First Investors Life Insurance Company      *State Tracking Number:* 41607  
*Company Tracking Number:* 5154  
*TOI:* A02I Individual Annuities- Deferred Non-      *Sub-TOI:* A02I.002 Flexible Premium  
Variable  
*Product Name:* Fixed Deferred Annuity FPDA-1 (01/09)  
*Project Name/Number:* Firstinv/79/79

**Note To Filer**

**Created By:**

Linda Bird on 08/04/2009 08:42 AM

**Last Edited By:**

Linda Bird

**Submitted On:**

08/04/2009 08:42 AM

**Subject:**

Request to reopen filing

**Comments:**

Filing has been reopened in order for correction of error in the definition of Adjusted Age on pages 5-8.

*SERFF Tracking Number:* FRCS-126024290      *State:* Arkansas  
*Filing Company:* First Investors Life Insurance Company      *State Tracking Number:* 41607  
*Company Tracking Number:* 5154  
*TOI:* A02I Individual Annuities- Deferred Non-      *Sub-TOI:* A02I.002 Flexible Premium  
Variable  
*Product Name:* Fixed Deferred Annuity FPDA-1 (01/09)  
*Project Name/Number:* Firstinv/79/79

**Note To Reviewer**

**Created By:**

Aaron Clark on 08/03/2009 02:16 PM

**Last Edited By:**

Aaron Clark

**Submitted On:**

08/03/2009 04:04 PM

**Subject:**

Request to reopen filing.

**Comments:**

On behalf of First Investors Life Insurance Company we offer the following for your consideration. After filing, the Company realized that there was an error in the definition of Adjusted Age on pages 5-8. The definition should have stated that the Adjusted Age was the age as of the Annuitant's birthday last preceding the Payout Benefit Option Commencement minus one year, rather than plus one year. No incorrect contracts have been issued in your state. The Company asks that you reopen the filing so we may submit the corrected form.

If you have any questions or concerns please feel free to contact me at 1-800-927-2730.

SERFF Tracking Number: *FRCS-126024290* State: *Arkansas*  
 Filing Company: *First Investors Life Insurance Company* State Tracking Number: *41607*  
 Company Tracking Number: *5154*  
 TOI: *A02I Individual Annuities- Deferred Non-Variable* Sub-TOI: *A02I.002 Flexible Premium*  
 Product Name: *Fixed Deferred Annuity FPDA-1 (01/09)*  
 Project Name/Number: *Firstinv/79/79*

## Form Schedule

### Lead Form Number: FPDA-1 (01/09) (AR)

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	FPDA-1 (01/09) (AR)	Policy/Contract/Fratern al Certificate	Initial		53.300	FPDA-1 _01-09_ _AR_REV (7-09).pdf
	Ann-App (01/09) (AR)	Application/ Individual Annuity Enrollment Application Form	Initial		50.600	AR - Fixed Deferred and Immediate Annuity Application 01-19-09.pdf



**First Investors Life Insurance Company**  
[110 Wall Street, New York, N.Y. 10005]  
[(800) 832-7783] [www.firstinvestors.com]

## **FLEXIBLE PURCHASE PAYMENT DEFERRED ANNUITY CONTRACT**

- Death Benefit Before Maturity
- Additional Purchase Payment Option
- Annuity Payable at Maturity Date
- Non-participating – No Annual Dividends

---

First Investors Life agrees to pay the benefits described in this Contract  
in accordance with the terms of this Contract.

Signed for First Investors Life Insurance Company at its  
Home Office in New York, New York

A handwritten signature in black ink, appearing to read 'C. E. Springsteen'.

[Carol E. Springsteen, President]

A handwritten signature in black ink, appearing to read 'Carol Lerner Brown'.

[Carol Lerner Brown, Secretary]

### **NOTICE OF TEN (10) DAY RIGHT TO EXAMINE CONTRACT:**

If for any reason the Owner is dissatisfied with this Contract, it may be returned to the Company or to the insurance agent from whom it was purchased within ten (10) days after its receipt by the Owner (thirty (30) days in the case of a replacement contract). All premiums paid to us will then be refunded, whereupon the Contract shall be void from the beginning and the Owner and the Company shall be in the same position as if no Contract had been issued.

**This is a Flexible Purchase Payment Contract. Additional Purchase Payments may be made subject to the terms of the Contract.**

**This Contract is between the Owner and First Investors Life Insurance Company.**

**IT IS IMPORTANT THAT YOU READ YOUR CONTRACT CAREFULLY.**

## TABLE OF CONTENTS

<u>Contract Provision</u>	<u>Page</u>
Accumulation Phase Provisions	11
Annual Report	11
Annuity Payments	15
Annuity Payment Options	15
Assignment	10
Conformity with Law	10
Contestability	10
Contract Maturity	13
Death Benefits	12
After the Commencement of Payout Benefits	13
Death of Owner	13
Death of Annuitant	13
Before the Commencement of Payout Benefits	12
Death of Owner	12
Death of Annuitant	13
Deferral of Payment	14
Entire Contract	10
General Provisions	10
Guaranteed Minimum Annuity Payments	15
Guaranteed Minimum Annuity Payments Tables	5-8
Minimum Interest Rate	11
Minimum Values	10
Misstatement of Age or Sex	11
More Favorable Payment Option	15
Non-participating	10
Payment of Interest	11
Payout Phase Provisions	15
Purchase Payments	11
Surrender Provisions	14
Free Surrender Amount	14
Full Surrender	14
Partial Surrender	14
Surrender Charge	14

# CONTRACT SCHEDULE

## Contract Data

<b>Form Number</b>	[FPDA-1 (01/09)(AR)]	<b>Contract Number</b>	[0000123456]
<b>Owner</b>	[John Doe]	<b>Effective Date</b>	[January 1, 2009]
<b>Joint Owner</b>	[Jane Doe]	<b>Maturity Date</b>	[June 1, 2064]
<b>Annuitant</b>	[John Doe]	<b>Annuitant's Age</b>	[35]
<b>Annuitant's Sex</b>	[Male]		
<b>Joint Annuitant</b>	[Jane Doe]	<b>Joint Annuitant's Age</b>	[35]
<b>Joint Annuitant's Sex</b>	[Female]	<b>Payee</b>	[John Doe]
<b>Beneficiary</b>	As designated by you in the Application as of the Effective Date unless you later change your designation in accordance with the Contract Provisions.		

## Schedule of Benefits and Purchase Payments

<b>Initial Purchase Payment:</b>	[\$5,000.00]
<b>Payout Benefit Option:</b>	[Life Annuity with 10 year Guarantee Period]

## Contract Limitations and Charges

<b>Maximum Maturity Age:</b>	[Later of age 90 or 10 years after effective date]
<b>Minimum Accumulation Value:</b>	[\$5,000.00]
<b>Minimum Additional Purchase Payment:</b>	[\$5,000.00]
<b>Minimum Annuity Payment Amount:</b>	[\$20.00]
<b>Minimum Surrender Amount:</b>	[\$500.00]
<b>Maximum Free Surrender Percentage</b>	10%
<b>Contract Charge</b>	\$30.00
<b>Premium Tax Percentage</b>	[2.15%]

CONTRACT SCHEDULE CONTINUED ON NEXT PAGE

**Contract Interest Rates**

<b>Initial Non-Forfeiture Interest Rate:</b>	[1.50%]
<b>Initial Minimum Interest Rate:</b>	[1.50%]
<b>Initial Current Interest Rate:</b>	[4.00%]
<b>Initial Current Interest Rate Guarantee Period:</b>	[01/01/2009 – 12/31/2009]
<b>Commutated Value Interest Rate</b>	[3.00%]

The Nonforfeiture Interest Rate is redetermined as (a) – (b) where (a) is the average of the daily five-year Constant Maturity Treasury rates for the month of October in the calendar year prior to the Contract Anniversary (rounded to the nearest 1/20th of 1%) and (b) is 1.25%. In no case, however will the Nonforfeiture Interest Rate be greater than 3.00% nor less than 1.00%. The Minimum Interest Rate under the contract is equal to the Nonforfeiture Interest Rate and will change if the Nonforfeiture Interest Rate changes.

**Surrender Charge Percentages**

<u>Number of Years From Receipt of Purchase Payment To the Date of Surrender</u>	<u>Percentage</u>
Less than 1	8.00%
1 - 2	7.00%
2 - 3	6.00%
3 - 4	5.00%
4 - 5	4.00%
5 - 6	3.00%
6 - 7	2.00%
7 - 8	1.00%
8+	0.00%

**Payment Benefit Option Basis**

**Guaranteed Minimum Annuity Payments are calculated using the A2000 Individual Annuitant Mortality Table Age Last Birthday and 2.50% interest**

**Administrative Office**

**Correspondence and Notices should be addressed to us at:**

**First Investors Life Insurance Company**  
In Force Services Department  
[Raritan Plaza 1]  
[P.O. Box 7836]  
[Edison, NJ 08818-7836]  
[800-832-7783]

**CONTRACT SCHEDULE CONTINUED ON NEXT PAGE**

## Guaranteed Minimum Annuity Payment Values Chart

Monthly Payment for Each \$1,000 of Annuitized Accumulation Values

### Adjusted Age\*      Option 1 Single Life Annuity

	Male	Female
60	4.78	4.38
61	4.91	4.49
62	5.04	4.60
63	5.19	4.73
64	5.35	4.86
65	5.52	5.00
66	5.70	5.15
67	5.89	5.31
68	6.09	5.48
69	6.31	5.66
70	6.54	5.86
71	6.78	6.08
72	7.05	6.31
73	7.33	6.57
74	7.63	6.84
75	7.95	7.14
76	8.29	7.46
77	8.66	7.80
78	9.05	8.18
79	9.47	8.58
80	9.92	9.03
81	10.41	9.50
82	10.92	10.02
83	11.47	10.58
84	12.06	11.19
85	12.68	11.84
86	13.35	12.55
87	14.06	13.30
88	14.81	14.10
89	15.61	14.95
90	16.46	15.83

#### **\*Adjusted Age**

The Adjusted Age of the Annuitant for purposes of determining the Guaranteed Minimum Payments is the age as of the Annuitant's birthday last preceding the Payout Benefit Option commencement minus one year for each completed 10 year period measured from the year 2000 to the date of Payout Benefit Option commencement.

CONTRACT SCHEDULE CONTINUED ON NEXT PAGE

**Guaranteed Minimum Annuity Payment Values Chart (continued)**

**Monthly Payment for Each \$1,000 of Annuitized Accumulation Values**

**Option 2a Joint And Survivor Annuity**

<b>Female Age</b>	<b>Adjusted Age*</b>				
<b>Male Age</b>	<b>60</b>	<b>65</b>	<b>70</b>	<b>75</b>	<b>80</b>
<b>Adjusted Age*</b>					
60	3.89	4.11	4.32	4.48	4.60
65	4.04	4.35	4.66	4.94	5.16
70	4.16	4.56	4.99	5.43	5.80
75	4.24	4.72	5.28	5.89	6.50
80	4.30	4.83	5.49	6.30	7.19

**Option 2b Joint and Two Thirds to Survivor Life Annuity**

<b>Female Age</b>	<b>Adjusted Age*</b>				
<b>Male Age</b>	<b>60</b>	<b>65</b>	<b>70</b>	<b>75</b>	<b>80</b>
<b>Adjusted Age*</b>					
60	4.32	4.60	4.91	5.24	5.85
65	4.56	4.91	5.30	5.73	6.17
70	4.82	5.24	5.73	6.28	6.88
75	5.09	5.58	6.17	6.89	7.68
80	5.34	5.90	6.62	7.51	8.55

**Option 2c – Joint and One-Half to Survivor Life Annuity**

<b>Female Age</b>	<b>Adjusted Age*</b>				
<b>Male Age</b>	<b>60</b>	<b>65</b>	<b>70</b>	<b>75</b>	<b>80</b>
<b>Adjusted Age*</b>					
60	4.57	4.88	5.27	5.72	6.25
65	4.88	4.24	5.69	6.22	6.85
70	5.25	5.66	6.18	6.82	7.58
75	5.65	6.14	6.75	7.52	8.45
80	6.08	6.65	7.37	8.30	9.45

**\*Adjusted Age**

The Adjusted Age of the Annuitant for purposes of determining the Guaranteed Minimum Payments is the age as of the Annuitant's birthday last preceding the Payout Benefit Option commencement minus one year for each completed 10 year period measured from the year 2000 to the date of Payout Benefit Option commencement.

CONTRACT SCHEDULE CONTINUED ON NEXT PAGE

## Guaranteed Minimum Annuity Payment Values Chart (continued)

Monthly Payment for Each \$1,000 of Annuitized Accumulation Values

Adjusted Age*	Option 3		Option 3		Option 3	
	Life Annuity with		Life Annuity with		Life Annuity with	
	Payments Guaranteed for 5 years		Payments Guaranteed for 10 years		Payments Guaranteed for 20 years	
	Male	Female	Male	Female	Male	Female
60	4.75	4.37	4.68	4.33	4.34	4.14
61	4.88	4.47	4.79	4.43	4.41	4.21
62	5.01	4.59	4.91	4.53	4.48	4.28
63	5.16	4.71	5.04	4.65	4.55	4.36
64	5.31	4.83	5.17	4.76	4.61	4.43
65	5.47	4.97	5.31	4.89	4.68	4.51
66	5.64	5.12	5.45	5.02	4.74	4.58
67	5.82	5.27	5.60	5.16	4.80	4.65
68	6.01	5.44	5.75	5.31	4.85	4.72
69	6.21	5.62	5.91	5.46	4.91	4.79
70	6.42	4.81	6.07	5.62	4.96	4.85
71	6.65	6.01	6.24	5.79	5.00	4.91
72	6.88	6.23	6.41	5.97	5.04	4.96
73	7.13	6.47	6.59	6.15	5.08	5.01
74	7.40	6.72	6.77	6.34	5.12	5.06
75	7.67	6.99	6.94	6.54	5.15	5.10
76	7.96	7.28	7.12	6.74	5.17	5.13
77	8.27	7.58	7.30	6.94	5.19	5.16
78	8.59	7.91	7.48	7.15	5.21	5.19
79	8.92	8.25	7.65	7.35	5.23	5.21
80	9.27	8.62	7.82	7.55	5.24	5.23
81	9.63	9.00	7.98	7.74	5.25	5.24
82	10.00	9.40	8.14	7.93	5.26	5.25
83	10.38	9.82	8.28	8.11	5.27	5.26
84	10.77	10.25	8.42	8.27	5.27	5.27
85	11.16	10.69	8.55	8.42	5.28	5.27
86	11.56	11.14	8.67	8.56	5.28	5.28
87	11.96	11.59	8.77	8.69	5.28	5.28
88	12.36	12.03	8.87	8.80	5.28	5.28
89	12.75	12.46	8.96	8.90	5.28	5.28
90	13.14	12.88	9.04	8.99	5.28	5.28

**\*Adjusted Age**

The Adjusted Age of the Annuitant for purposes of determining the Guaranteed Minimum Payments is the age as of the Annuitant's birthday last preceding the Payout Benefit Option commencement minus one year for each completed 10 year period measured from the year 2000 to the date of Payout Benefit Option commencement.

CONTRACT SCHEDULE CONTINUED ON NEXT PAGE

## Guaranteed Minimum Annuity Payment Values Chart (continued)

### Monthly Payment for Each \$1,000 of Annuitized Accumulation Values

Adjusted Age*	Option 4 Refund Life Annuity	
	Male	Female
60	4.39	4.13
61	4.48	4.22
62	4.58	4.31
63	4.68	4.40
64	4.79	4.50
65	4.90	4.60
66	5.02	4.71
67	5.14	4.83
68	5.27	4.95
69	5.41	5.08
70	5.55	5.22
71	5.70	5.36
72	5.86	5.51
73	6.02	5.67
74	6.20	5.85
75	6.38	6.03
76	6.57	6.22
77	6.78	6.42
78	6.99	6.64
79	7.21	6.87
80	7.45	7.11
81	7.70	7.36
82	7.95	7.63
83	8.23	7.91
84	8.51	8.21
85	8.81	8.52
86	9.13	8.84
87	9.45	9.19
88	9.80	9.54
89	10.16	9.91
90	10.55	10.30

#### **\*Adjusted Age**

The Adjusted Age of the Annuitant for purposes of determining the Guaranteed Minimum Payments is the age as of the Annuitant's birthday last preceding the Payout Benefit Option commencement minus one year for each completed 10 year period measured from the year 2000 to the date of Payout Benefit Option commencement.

END OF CONTRACT SCHEDULE

## A. Definitions

Frequently used terms you need to know to understand this Contract are defined below. Other terms in the Contract have the meaning ascribed to them in the context in which they first appear.

- (a) "Accumulation Value" on any date is the sum of the Net Purchase Payments and all interest credited to that date less the sum of all Partial Surrenders and Contract Charges to that date. Interest is credited daily on the Accumulation Value at the effective rate(s) described below.
- (b) "Annuitant" (and "Joint Annuitant", if any) means the individual(s) designated as such in the Contract Schedule and on whose life (or lives) the amount of Annuity Payment are determined. If a Joint Annuitant is named, unless otherwise indicated, references to "Annuitant" will apply to both Annuitants.
- (c) "Annuity Payment" means the periodic payment made to the Payee in the payout phase.
- (d) "Beneficiary" The person or entity that is named to receive any benefits payable upon death of any Owner in the accumulation phase or upon death of the surviving Annuitant in the payout phase.
- (e) "Company" (also "we", "us" or "our") means First Investors Life Insurance Company.
- (f) "Contract Anniversary" The same month and day each subsequent year from the effective date shown in the Contract Schedule.
- (g) "Contract Charge" is the amount indicated on the Contract Schedule which is deducted from the Accumulation Value on the last day of each Contract Year or upon full surrender, if earlier.
- (h) "Contract Year" is a one-year period of time as measured from the effective date and as measured from each Contract Anniversary.
- (i) "Joint Owner" is the individual designated as such in the Contract Schedule. If a Joint Owner is named under this Contract, the Owner and Joint Owner jointly possess all ownership rights of this Contract and both Owners must act jointly in exercising any such right. Unless otherwise indicated, references to "you," "your," or "Owner" will apply to both Owners.
- (j) "Net Purchase Payment" is the Purchase Payment less any premium tax (shown in the Contract Schedule applicable at issue).
- (k) "Notice" is a signed, written communication providing any information we need. We may authorize in advance another manner of communication at our discretion. All Notices to us must be sent to our Administrative Office and received in good order acceptable to us.
- (l) "Owner" (also "you", "your") is the individual or entity shown in the Contract Schedule that may exercise the ownership rights of this Contract, unless changed as provided for herein. If the Owner is not a natural person, the Annuitant may not be changed.
- (m) "Payee" is the individual designated as such in the Contract Schedule and who is entitled to receive annuity payments under this Contract. The Owner will be the Payee unless you name another person as the Payee.
- (n) "Purchase Payment" means an amount paid to the Company under this Contract as consideration for the benefits described herein. The first Purchase Payment initiated this Contract.
- (o) "Premium Taxes" Charges levied by some state or local taxing authorities.
- (p) "Surrender Charge" Amount charged by us against the Accumulation Value in the event of a full or partial surrender according to the Surrender Charge Schedule shown in the Contract Schedule.

## **B. General Provisions**

### **Entire Contract**

The entire contract between you and us consists of this Contract, the Contract Schedule (and any supplements or changes thereto), and the annuity application (and any supplemental applications.) A copy of such application is attached to and becomes a part of this Contract when issued along with any riders or endorsements attached to this Contract.

All statements made in the application by the applicant or their legal representative will be deemed representations and not warranties. Only the President, a Vice-President, the Secretary, or an Assistant Secretary of the Company has the power, on behalf of the Company, to change, modify, or waive any provisions of this Contract. In case of conflict between any provision of this Contract and those of a rider or endorsement, the provisions of the rider or endorsement will control.

The Contract Schedule issued with the Contract reflects the initial specifications of the Contract, on the effective date. Some of these specifications may change by an action or request made by you. Any of these changes will be reflected in a Supplemental Contract Schedule, which restates the contract specifications and shows the effective date of the change. We will send you this Supplemental Contract Schedule and it will become part of the Entire Contract between you and us as of the effective date of the change.

All Contract changes, modifications, waivers or reinstatements must be in writing.

### **Minimum Values**

The Accumulation Value, Surrender Value and death benefits are not less than the minimum required by the laws of the jurisdiction in which this Contract was delivered.

### **Conformity with Law**

If any provision of this Contract is contrary to any law to which it is subject, such provision is amended to conform to the minimum standards of the law.

The terms and provisions of this Contract will be interpreted in a manner to ensure compliance with the applicable provisions of section 72(s) of the Internal Revenue Code of 1986, as amended (the "Code"). The Company reserves the right to amend this Contract in any respect at any time so that it will conform to the applicable provisions of the Code as in effect at that time. Any such amendment will be subject to any necessary regulatory approvals.

### **Contestability**

We will not contest this Contract.

### **Non-participating**

This Contract is non-participating. It will not share in our surplus earnings.

### **Assignment**

Unless prohibited by the terms of this Contract or by law, the Owner may assign the benefits under this Contract. No assignment of this Contract will be binding on us unless we receive both this Contract and a written notice of assignment in a form acceptable to the Company. We will assume no responsibility for the validity or sufficiency of any assignment. Any assignment shall take effect on the date signed. However, we will not be liable for actions taken in accordance with existing instructions prior to our receipt of a notice of assignment acceptable to us.

Unless otherwise provided in the assignment, the interest of any revocable Beneficiary shall be subordinate to the interest of any assignee, regardless of when the assignment was made and the assignee shall receive any sum payable to the extent of his or her interest.

### **Proof of Age, Sex or Survival**

The Annuitant must be an individual. We have the right to require proof of the Annuitant's age, sex or survival. We may require a copy of a birth certificate, a copy of a state identification card and/or a sworn affidavit. If we request this proof in writing, we may stop payments until proof is received.

## **Annual Report**

At least once each Contract Year, we will mail to you a report of the values of this Contract. This report will include a summary of all transactions of the prior period. The information will be as of a date not more than two months prior to the date of mailing. Additional reports will be provided upon your written request at a charge no greater than \$25.

## **Misstatement of Age or Sex**

If the Annuity Payments under any option were determined by an Annuitant's age or sex that was incorrect, the Annuity Payments will be recalculated to be those that the money applied would have purchased at the correct age and sex. Any amounts underpaid by us on the basis of incorrect age or sex will be paid when the correction is made. Any amounts overpaid by us on the basis of incorrect age or sex will be charged against Annuity Payments due after the correction is made. Amounts paid or charged will be adjusted based on an interest rate of 6% per annum.

## **C. Ownership Provisions**

The Owner, consistent with the terms of this Contract, may:

1. Assign the Contract benefits (See Assignment).
2. Exercise any right and receive any benefit in connection with this Contract.
3. Designate and change any Beneficiary designations.
4. Change the Annuitant, prior to the Maturity Date, except in the case where the Owner is not a natural person.
5. Amend or modify this Contract, however, only with our consent.

The Owner may name a new Owner to the extent allowed by law. Any such request must be sent to us in writing on our form, signed, dated and received in good order by us at our Administrative Office. Any change in Owner will take effect on the date the Notice to change is signed subject to any actions we take prior to our receipt of the Notice.

## **D. Accumulation Phase Provisions**

### **Purchase Payments**

You may make Purchase Payments to this Contract at any time subject to the following:

1. A Purchase Payment must not be less than the Minimum Additional Purchase Payment as indicated on the Contract Schedule.
2. Purchase Payments must be received by us before the Maturity Date.
3. Additional Purchase Payments in excess of \$250,000 are subject to compliance and regulatory review.

### **Payment of Interest**

We will credit the Accumulation Value with interest daily. The initial Purchase Payment will be credited with interest at the Initial Current Interest Rate for the Initial Current Interest Rate Guarantee Period as shown in the Contract Schedule. Subsequent Purchase Payments will be credited with the then Current Interest Rate in effect at the time of receipt for the Current Interest Rate Guarantee Period, if any, in effect at that time. However, at no time will such Purchase Payments be credited with an interest rate less than the Minimum Interest Rate in effect.

At the expiration of any Current Interest Rate Guarantee Period, the portion of the Accumulation Value which was subject to such Guarantee Period will be credited with the then Current Interest Rate in effect at that time for the then Current Interest Rate Guarantee period, if any, in effect at that time. However, at no time will such Accumulation Value be credited with an interest rate less than the Minimum Interest Rate in effect. We will, in our sole discretion, determine current Interest Rates and/or Current Interest Rate Guarantee Periods.

### **Minimum Interest Rate**

The Initial Minimum Interest Rate in effect at issue for the first Contract Year is shown in the Contract Schedule. On each Contract Anniversary thereafter, the Minimum Interest Rate is redetermined as (a) – (b) where (a) is the average of the daily five-year Constant Maturity Treasury rates for the month of October in the calendar year prior to the Contract Anniversary (rounded to the nearest 1/20th of 1%) and (b) is

1.25%. In no case, however will the Minimum Interest Rate be greater than 3.00% nor less than 1.00%.

### **E. Beneficiary Provisions**

We will pay any benefits payable upon the death of the Owner, Joint Owner (if any), Annuitant or Joint Annuitant, if any, as applicable to the Beneficiary or Beneficiaries named in the Annuity Application, unless you have since changed the Beneficiary or Beneficiaries as provided below.

#### **Change of Beneficiary**

You may change the Beneficiary(ies) named in the Annuity Application at any time while the Annuitant is alive unless such Beneficiary(ies) designation is irrevocable. Any change must be in writing on our form, signed, dated and received in good order by us at our Administrative Office.

Any change in Beneficiary designation will take effect on the date the Notice to change is signed subject to any actions we take prior to our receipt of the Notice. Any irrevocable Beneficiary designation will revoke all previous designations. Irrevocable Beneficiary designations may only be changed with the written consent of such Beneficiary.

#### **Death of Beneficiary**

Unless otherwise provided in the Beneficiary designation:

1. If any Primary Beneficiary dies before any Owner or Annuitant, that Beneficiary's interest will pass to the remaining Primary Beneficiary(ies), if any, according to their respective interests. If no Primary Beneficiary(ies) survives the Owner or Annuitant, that Beneficiary's interest will pass to the Contingent Beneficiary(ies), if any, according to their respective interests.
2. If due to the death of any Owner or Annuitant, a Beneficiary becomes entitled to Annuity Payments for the remainder of a Guaranteed Period but dies prior to receiving all such remaining payments, the commuted value of such payments at the

interest rate shown in the Contract Schedule will be paid in one sum to the estate of the Beneficiary.

3. If no Primary or Contingent Beneficiary(ies) survives the Owner or Annuitant, the commuted value of any remaining Annuity Payments payable during the Guaranteed Period will be paid in one sum to the estate of the Owner or Annuitant, respectively.

### **F. Death Benefits**

#### **Before the Commencement of Annuity Payments**

##### *Death of Owner*

If any Owner, including an Owner who is also the Annuitant, dies prior to the commencement of Annuity Payments, we will pay the Death Benefit to the named Beneficiary. The Death Benefit is equal to the Accumulation Value on the date of receipt of due proof of death in good order acceptable to us.

The Death Benefit may be immediately taken in one sum, in which case the Contract will terminate. If the Death Benefit is not immediately taken in one sum, the Contract will continue subject to the following provisions:

1. The Beneficiary becomes the Contract Owner.
2. No additional Purchase Payments may be applied to the Contract.
3. If the Beneficiary is the deceased Owner's spouse, the Contract will continue with the surviving spouse as the new Owner. The surviving spouse may name a new Beneficiary. If no Beneficiary is so named, the surviving spouse's estate will be the Beneficiary. Upon the death of the surviving spouse, the entire interest in the Contract must be distributed to the new Beneficiary in accordance with the provisions of (4)(a) or (4)(b) below. The right to continue this Contract as a spouse successor Owner may be exercised only once.
4. If the Beneficiary is not the deceased Owner's spouse, the entire interest in the Contract must be distributed under one of the following options:
  - (a) The entire interest in the Contract must be distributed over the life of the

Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distributions beginning within one year of the Owner's death; or

- (b) the entire interest in the Contract must be distributed within 5 years of the Owner's Death.

If the Beneficiary dies before the distributions required by (a) or (b) are complete, the entire remaining interest in the Contract must be distributed in a lump sum immediately.

If there is more than one Beneficiary, the foregoing provisions will independently apply to each Beneficiary. If no Beneficiary is living or if no Beneficiary has been named, the Death Benefit will be paid to the estate of the Owner.

In the case of Joint Owners, the surviving Owner is then treated as the Beneficiary for purposes of this "Death of Owner" provision notwithstanding any Beneficiary designation.

#### *Death of Annuitant*

Where a Joint Annuitant has not been named, if the Annuitant dies before Annuity Payments begin, the Owner may name a new Annuitant. If the Owner does not name a new Annuitant, the Owner will become the Annuitant.

Where a Joint Annuitant has been named, and any Annuitant dies before Annuity Payments begin, the surviving Annuitant will become the Annuitant under this Contract, and the Owner may name a new Joint Annuitant.

If the Owner of this Contract is not an individual, then;

1. the Annuitant may not be changed, and
2. the death of any Annuitant will be treated as the death of an Owner and the entire interest in the Contract will be distributed as described under "Death of Owner" above.

#### **After the Commencement of Annuity Payments**

If any Owner, any Annuitant, or any Payee dies on or after the commencement of Annuity Payments, but before all proceeds payable under the Contract have been distributed, the remaining

proceeds must be distributed at least as rapidly as under the method of distribution in effect at the time of the deceased individual's death.

#### *Death of Owner*

If any Owner who is not the Annuitant dies and there is no surviving Owner, the Beneficiary will become the Owner. If there is a surviving Owner, the surviving Owner will retain ownership of the Contract. The remaining Annuity Payments, if any, as specified in the Annuity Payment Option in effect will continue to be paid to the Payee. If the designated Payee is the deceased Owner, any remaining Annuity Payments will be made to the surviving Owner, if any, or to the Beneficiary.

#### *Death of Annuitant*

If the Annuitant dies and there is a surviving Annuitant, the remaining Annuity Payments, if any, as specified in the Annuity Payment Option in effect will continue to be paid to the Payee. If the designated Payee is the deceased Annuitant, Annuity Payments will be made to the surviving Annuitant. If the deceased Annuitant is also the Owner, and there is no surviving Owner, the surviving Annuitant will assume all rights of ownership under the Contract.

If the Annuitant dies and there is no surviving Annuitant, the Beneficiary will assume all rights of ownership, and the previously designated Owner will no longer have any rights under the Contract. The remaining Annuity Payments, if any, as specified in the Annuity Payment Option in effect, will be paid to the Beneficiary.

#### **G. Contract Maturity**

On the Maturity Date, the entire Accumulation Value is applied to the purchase of an Annuity Payment Option. If no option is specified, the Life Annuity with Payments Guaranteed for 10 Years option will apply.

The Maturity Date may be changed after issue and Annuity Payments may begin prior to the Maximum Maturity Age, but not within the first Contract Year. However, Annuity Payments may not begin after a date where the Annuitant's Maximum Maturity Age, as shown on the Contract Schedule, would be exceeded.

Notice to change the Maturity Date must be received by us at least 30 days before the previously specified Maturity Date.

## **H. Surrender Provisions**

### **Full Surrender**

You may fully surrender this Contract at any time for its Surrender Value effective on the date we receive both this Contract and a written surrender request in a form acceptable to us. The Surrender Value will be the Accumulation Value on that date less the Surrender Charge, if any, in effect. In no event will the amount payable on surrender be less than the minimum nonforfeiture amount as defined in the nonforfeiture laws of the state that has jurisdiction over this Contract. A full surrender terminates this Contract.

### **Partial Surrender**

You may surrender part of your Accumulation Value. The Minimum Partial Surrender Amount is shown in the Contract Schedule. The Minimum Accumulation Value that must remain in this Contract after the partial surrender is also shown in the Contract Schedule. The amount of any partial surrender will be deemed to be taken from Purchase Payments and associated interest credits in the order that such Purchase Payments were made, i.e., the oldest Purchase Payment and its associated interest credits first, the next Purchase Payment and its associated interest credits second, etc. A Surrender Charge is assessed against Purchase Payments surrendered and is calculated at the time of each partial surrender.

### **Surrender Charge**

The Surrender Charge is equal to a percentage of the amount of each Purchase Payment surrendered. These Surrender Charge Percentages are shown in the Contract Schedule. The length of time from when we receive each Purchase Payment to the time of partial surrender determines the amount of the Surrender Charge.

For purposes of the Surrender Charge calculation, Partial Surrenders are deemed to be taken from your Contract in the following order;

1. From any amount then available as a Free Surrender (as described below);
2. Then from Purchase Payments not previously surrendered, in the order that such Purchase Payments were made: the oldest Purchase Payment first, the next Purchase Payment second, etc., until all Purchase Payments have been surrendered; then from;
3. Any other remaining Accumulation Value.

There is no Surrender Charge if the Accumulation Value is applied to an Annuity Payment Option.

### **Free Surrender Amount**

Each Contract Year you may withdraw an amount of Accumulation Value that is not subject to a Surrender Charge. This Free Surrender Amount is equal to the Free Surrender Percentage shown in the Contract Schedule multiplied by the Purchase Payments not previously withdrawn as of the beginning of the Contract Year. The Free Surrender privilege is non-cumulative, so that Free Surrender Amounts not taken during any given Contract Year cannot be taken as Free Surrenders in a subsequent Contract Year.

Amounts taken as Free Surrenders are not treated as a surrender of Purchase Payments for purposes of calculating the Free Surrender Amount and the calculation of any applicable Surrender Charge.

For tax purposes, a partial surrender (whether a Free Surrender or otherwise) is usually treated as a withdrawal of earnings first.

You should consult with your tax advisor to determine the tax consequences of any surrender.

### **Deferral of Payment**

We may defer payment of a full or partial surrender request for up to six months from the date of the request. If we postpone such payment by more than ten days, interest at the rate required by the state in which this contract is issued, if greater, will be paid on the deferred proceeds. The interest will be paid from the date of receipt of the request to the date payment is made.

## **I. Payout Phase Provisions**

### **Annuity Payments**

Annuity Payments are periodic payments we make in exchange for money applied from the Accumulation Value. You may elect to have Annuity Payments made under any one of the Annuity Payment Options shown below. A periodic Annuity Payment must be at least equal to the Minimum Annuity Payment Amount indicated in the Contract Schedule. If the Accumulation Value is less than that required to purchase the Minimum Annuity Payment Amount, the entire Accumulation Value will be paid in a lump sum. For Annuity Payments payable over the lifetime of the Annuitant, we may require proof of the Annuitant's continued survival at any time. If we request this proof in writing, we may stop payments until the proof is received. Annuity Payment Options may be elected by giving us Notice prior to the Maturity Date. The election may be changed at any time prior to the Maturity Date.

### **Annuity Payment Options**

**Option 1 – Single Life Annuity** – An annuity payable during the lifetime of the Annuitant, ceasing with the last payment due prior to his or her death.

**Option 2a – Joint and Survivor Life Annuity** – An annuity payable during the joint lifetime of the Annuitant and the Joint Annuitant and continuing, after the death of either, during the lifetime of the survivor, ceasing with the last payment due prior to the death of the survivor.

**Option 2b – Joint and Two-Thirds to Survivor Life Annuity** – An annuity payable during the joint lifetime of the Annuitant and the Joint Annuitant and continuing, after the death of either, during the lifetime of the survivor with two-thirds payments, ceasing with the last payment due prior to the death of the survivor.

**Option 2c – Joint and One-Half to Survivor Life Annuity** – An annuity payable during the joint lifetime of the Annuitant and the Joint Annuitant and continuing, after the death of either, during the lifetime of the survivor with one-half payments, ceasing with the last payment due prior to the death of the survivor.

**Option 3 – Life Annuity with Payments Guaranteed for 5, 10 or 20 Years** – An annuity payable during the lifetime of the Annuitant, with the guarantee that if, at his or her death, payments have been made for less than a 5, 10 or 20 year period, as elected, any guaranteed annuity payments will be continued during the remainder of the selected period to the Beneficiary.

**Option 4 Refund Life Annuity** - An annuity payable during the lifetime of the Annuitant, with the guarantee that if, at his or her death, the cumulative payments made have been less than the Accumulation Value applied at the Maturity Date, payments will be continued until the total of all payments made equal such Accumulation Value.

### **Other Options**

Annuity Payments may be paid in any other manner requested and agreed to by us, or under any other Annuity Payment Option we make available.

### **Guaranteed Minimum Annuity Payments**

Monthly Annuity Payments per \$1,000 applied will not be less than the values shown in the Guaranteed Minimum Annuity Payment Values Table in the Contract Schedule. Guaranteed Minimum Annuity Payments are based on the Annuitant's Adjusted Age, as described in the Contract Schedule, at the time the Annuity Payments are scheduled to begin. These Guaranteed Minimum Annuity Payments are calculated using the Mortality Table and interest rate shown in the Contract Schedule. Guaranteed Minimum Annuity Payments for ages not listed or for frequencies of payment other than monthly will be calculated consistently.

### **More Favorable Payment Option**

At the time Annuity Payments are scheduled to begin, the single premium immediate annuity rates then in use by the Company will be used if they provide a payment amount greater than the Guaranteed Minimum Annuity Payment.

# **FLEXIBLE PURCHASE PAYMENT DEFERRED ANNUITY CONTRACT**

- Death Benefit Before Maturity
  - Additional Purchase Payment Option
  - Annuity Payable at Maturity Date
  - Non-participating – No Annual Dividends
- 



**First Investors Life Insurance Company**  
[110 Wall Street, New York, N.Y. 10005]  
[(800) 832-7783]

## INDIVIDUAL ANNUITY APPLICATION

First Investors Life Insurance Company  
[110 Wall Street  
New York, New York 10005]

<b><u>Name of Proposed Owner</u></b> _____			<b><u>Type of Annuity</u></b> <input type="checkbox"/> Flexible Purchase Payment Deferred		<b><u>Amount of Initial Purchase Payment</u></b> \$ _____	
First _____ Middle _____ Last _____			<input type="checkbox"/> Immediate		<b><u>1035 Exchange</u></b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b><u>Social Security Number</u></b> _____						
<b><u>Date of Birth</u></b> _____/_____/_____ Month Day Year		<b><u>Age Last Birthday</u></b> _____	<b><u>Place of Birth</u></b> _____/_____ State Country		<b><u>Sex</u></b> Male <input type="checkbox"/> Female <input type="checkbox"/>	
<b><u>Married</u></b> Yes <input type="checkbox"/> No <input type="checkbox"/>						
<b><u>Home Address</u></b> _____ Street			<b><u>Telephone Numbers</u></b> _____ Home		<b><u>IRA</u></b> No <input type="checkbox"/> Yes <input type="checkbox"/>	
City _____ State _____ Zip _____			Work _____		<b><u>Type</u></b> Regular <input type="checkbox"/> Transfer <input type="checkbox"/> Rollover <input type="checkbox"/> Roth <input type="checkbox"/>	
<b><u>IF APPLICABLE, PLEASE COMPLETE JOINT OWNER INFORMATION BELOW</u></b> (A Joint Owner is not permitted if purchasing an IRA.)						
<b><u>Name of Proposed Joint Owner (if any)</u></b> _____ First Middle Last			<b><u>Date of Birth</u></b> _____/_____/_____ Month Day Year		<b><u>Age Last Birthday</u></b> _____	
<b><u>Place of Birth</u></b> _____/_____ State Country						
<b><u>Social Security Number</u></b> _____			<b><u>Sex</u></b> Male <input type="checkbox"/> Female <input type="checkbox"/>		<b><u>Married</u></b> Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b><u>Joint Owner - Home Address</u></b> _____ Street			<b><u>Telephone Numbers</u></b> _____ Home			
City _____ State _____ Zip _____			Work _____			
<b><u>Annuitant:</u></b>						
Name of Annuitant _____ First Middle Last						
Address _____ Date of Birth _____						
Relationship _____ Social Security Number _____						
<b><u>IF APPLICABLE, PLEASE COMPLETE JOINT ANNUITANT INFORMATION BELOW</u></b>						
<b><u>Joint Annuitant:</u></b>						
Name of Joint Annuitant _____ First Middle Last						
Address _____ Date of Birth _____						
Relationship _____ Social Security Number _____						

<p><b><u>Payout Benefit Options</u></b></p> <p><input type="checkbox"/> Single Life Annuity                      <input type="checkbox"/> Joint and Two Thirds to Survivor</p> <p><input type="checkbox"/> Joint and One-Half to Survivor        <input type="checkbox"/> Refund Life Annuity</p> <p><input type="checkbox"/> Life Annuity with Payments Guaranteed for 5, 10 or 20 Years; # of _____ Years                      <input type="checkbox"/> Other _____</p>	<p style="text-align: center;"><b><u>Annuity Payments to Begin</u></b></p> <p>Age 65                      <input type="checkbox"/></p> <p>Other                      <input type="checkbox"/> _____</p> <hr/> <p style="text-align: center;"><b><u>Frequency of Payments to Payee</u></b></p> <p>Monthly                      <input type="checkbox"/></p> <p>Other                      <input type="checkbox"/> _____</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Proposed Owner's/Joint Owner's Financial Information**

Net Worth \$ \_\_\_\_\_      Liquid Net Worth \$ \_\_\_\_\_      Monthly Expenses \$ \_\_\_\_\_

Marginal Tax Rate \_\_\_\_\_ %      Annual Income \$ \_\_\_\_\_

Source of Funds used to purchase Annuity \_\_\_\_\_

Intended use of Annuity \_\_\_\_\_

Existing assets including investments \_\_\_\_\_

**Beneficiary Designation**

**Primary Beneficiary(ies)**  
This designation is:  Revocable     Irrevocable

<u>First Name</u>	<u>MI</u>	<u>Last Name</u>	<u>Social Security or Tax ID #</u>	<u>Relationship</u>	<u>Share %</u> <small>(Total must equal 100%)</small>
1. _____					
2. _____					

**Contingent Beneficiary(ies)**  
This designation is:  Revocable     Irrevocable

<u>First Name</u>	<u>MI</u>	<u>Last Name</u>	<u>Social Security or Tax ID #</u>	<u>Relationship</u>	<u>Share %</u> <small>(Total must equal 100%)</small>
1. _____					
2. _____					

**Remarks**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Applicant's Acknowledgement**

- 1. Do you have an existing annuity contract(s) or life insurance policy(ies) currently in force or applied for?  
Yes  No
- 2. Is the Annuity applied for intended to replace any other annuity contract(s) or life insurance policy(ies) currently in force?  
Yes  No

*If yes, furnish company name(s) and contract and/or policy numbers in the "Remarks" section above.*

By signing below and submitting this Annuity Application, I acknowledge that:

- My agent reviewed with me the benefits, fees, expenses, taxes and other information about the annuity I am applying for and I understand how the annuity contract fits within my overall financial needs and plan.
- Based on that information and understanding, and to the best of my knowledge and belief, this annuity is appropriate and suitable for my investment time horizon, goals and objectives and financial situation and needs.
- I hereby represent that my answers to the above questions are true and correct to the best of my knowledge and belief. I understand that this application shall become part of any annuity contract issued by the Company.

**Agent's Statement**

- 1. To the best of your knowledge does any applicant have an existing annuity contract(s) or life insurance policy(ies) currently in force or applied for?  
Yes  No
- 2. To the best of your knowledge is the annuity applied for intended to replace any other annuity contract(s) or life insurance policy(ies) currently in force?  
Yes  No

By signing below, I certify that:

- I made a reasonable effort to obtain information about the applicant's financial and tax status and other information to be used by me to recommend the purchase of this annuity by the applicant.
- I discussed the information with the applicant including the benefits, fees, taxes and other information about the annuity; and
- Based on the information reviewed, I believe the annuity applied for is appropriate and suitable for the applicant.

**Fraud Warning**

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 fines and confinement in prison.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_  
City & State day Month Year

Signature of Proposed Owner \_\_\_\_\_

Signature of Proposed Joint Owner (if any) \_\_\_\_\_

Signature of Annuitant (if other than the Proposed Owner) \_\_\_\_\_

Signature of Joint Annuitant (if other than the Proposed Owner) \_\_\_\_\_

Name of Licensed Agent \_\_\_\_\_

Signature of Licensed Agent \_\_\_\_\_

Agent's License Number: \_\_\_\_\_

SERFF Tracking Number: *FRCS-126024290* State: *Arkansas*  
 Filing Company: *First Investors Life Insurance Company* State Tracking Number: *41607*  
 Company Tracking Number: *5154*  
 TOI: *A021 Individual Annuities- Deferred Non-Variable* Sub-TOI: *A021.002 Flexible Premium*  
 Product Name: *Fixed Deferred Annuity FPDA-1 (01/09)*  
 Project Name/Number: *Firstinv/79/79*

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<p><b>Satisfied - Item:</b> Flesch Certification</p> <p><b>Comments:</b></p> <p><b>Attachment:</b> AR RDB DIST.pdf</p>		

	<b>Item Status:</b>	<b>Status Date:</b>
<p><b>Satisfied - Item:</b> Application</p> <p><b>Comments:</b> Please refer to form schedule.</p>		

	<b>Item Status:</b>	<b>Status Date:</b>
<p><b>Satisfied - Item:</b> Certification of Compliance</p> <p><b>Comments:</b></p> <p><b>Attachment:</b> AR coc.pdf</p>		

	<b>Item Status:</b>	<b>Status Date:</b>
<p><b>Satisfied - Item:</b> Statement of Variability</p> <p><b>Comments:</b></p> <p><b>Attachment:</b> SOV FPDA-1 _01-09_.pdf</p>		

	<b>Item Status:</b>	<b>Status Date:</b>
<p><b>Satisfied - Item:</b> Third party authorization</p> <p><b>Comments:</b></p>		

SERFF Tracking Number: FRCS-126024290 State: Arkansas  
Filing Company: First Investors Life Insurance Company State Tracking Number: 41607  
Company Tracking Number: 5154  
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium  
Variable  
Product Name: Fixed Deferred Annuity FPDA-1 (01/09)  
Project Name/Number: Firstinv/79/79

**Attachment:**

Auth 2009(DISTILLED).pdf

**Item Status:**

**Status**

**Date:**

**Satisfied - Item:** Complaint notice

**Comments:**

**Attachment:**

AR Complaint Notice.pdf

**STATE OF ARKANSAS  
READABILITY CERTIFICATION**

**COMPANY NAME:** First Investors Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

<b>Form Number</b>	<b>Score</b>
FPDA-1 (01/09) (AR)	53.3
Ann-App (01/09) (AR)	50.6*

*\* This form was combined with the policy to achieve this readability score.*

  
\_\_\_\_\_  
Stacy Karon  
Consultant

February 4, 2009  
\_\_\_\_\_

Date

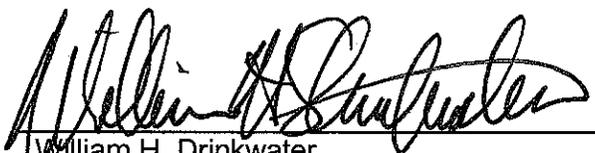
**STATE OF ARKANSAS  
CERTIFICATION OF COMPLIANCE**

**Company Name:** First Investors Life Insurance Company

**Form Title(s):** Flexible Premium Deferred Annuity  
Individual Annuity Application

**Form Number(s):** FPDA-1 (01/09) (AR)  
Ann-App (01/09) (AR)

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.



William H. Drinkwater  
Senior VP & Chief Actuary, FSA, MAAA

February 4, 2009

Date

STATEMENT OF VARIABILITY  
FPDA-1 (01/09)

**Cover page:**

1. Company address may vary if Company moves.
2. Company toll free number may change if phone number changes.
3. Company's web address is bracketed to show may change in the future.
4. Company officer signatures and names may change if officers change.

**Page 3:**

Contract Data

1. Contract Number, Owner, Effective Date, Joint Owner, Annuitant, Joint Annuitant, and Payee are "John Doe" information that will vary by individual policy.
2. Maturity Date will be as elected by the Owner, but will not be later than age 90 or 10 years after effective date.
3. Annuitant's Age and Joint Annuitant's Age will vary by individual annuitant, but will be between ages 0-80
4. Annuitant's Sex and Joint Annuitant's Sex will show "Male" or "Female".

Schedule of Benefits and Purchase Payments

5. Initial Purchase Payment will show initial amount paid by owner. This will be at least \$5,000.
6. Payout Benefit Option will be elected by owner and will show one of the following:
  - a. Life Annuity with 10 Year Guarantee Period
  - b. Life Annuity with 20 Year Guarantee Period
  - c. Single Life Annuity
  - d. Joint and Survivor Life Annuity
  - e. Joint and Two-Thirds to Survivor Life Annuity
  - f. Joint and One-Half to Survivor Life Annuity
  - g. Refund Life Annuity

Contract Limitations and Charges

7. Minimum Annuity Payment Amount will not exceed amount allowed by law.
8. Premium Tax Percentage may vary depending upon the taxing jurisdiction.

**Page 4:**

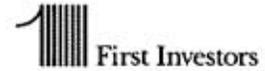
Contract Interest Rates

1. Initial Minimum Interest Rate will be based on the Nonforfeiture rate applicable on the date of issue. The Nonforfeiture Interest Rate is determined as (a) – (b) where (a) is the average of the daily five-year Constant Maturity Treasury rates for the month of October in the calendar year prior to the Contract Anniversary (rounded to the nearest 1/20th of 1%) and (b) is 1.25%. In no case, however will the Initial Minimum Interest Rate be greater than 3.00% nor less than 1.00%.
2. Initial Current Interest Rate will be set by the Company as described in the actuarial memorandum.
3. Initial Current Interest Rate Guarantee Period will be the first contract year.

Commuted Value Interest Rate will change with the general level of interest rates.

4. Initial Nonforfeiture Interest Rate is determined as (a) – (b) where (a) is the average of the daily five-year Constant Maturity Treasury rates for the month of October in the calendar year prior to the Contract Anniversary (rounded to the nearest 1/20th of 1%) and (b) is 1.25%. In no case, however will the Nonforfeiture Interest Rate be greater than 3.00% nor less than 1.00%.
5. Company address and phone number may vary if changed in the future.

First Investors Life Insurance Company  
95 Wall Street  
New York, NY 10005



January 8, 2009

To: The Insurance Commissioner

### Authorization

This letter, or a copy thereof, will authorize the consulting firm of First Consulting & Administration, Inc., Kansas City, Missouri, to represent this Company in matters before the Insurance Department.

This Authorization shall be valid until revoked by us.

First Investors Life Insurance Company

By:

A handwritten signature in cursive script, appearing to read 'William H. S. [unclear]', written over a horizontal line.

Title: Senior VP & Chief Actuary, FSA,  
MAAA

**First Investors Life Insurance Company**  
95 Wall Street  
New York, NY 10005



## **IMPORTANT INFORMATION**

If you have any questions concerning your Policy, you may contact the following:

**First Investors Life Insurance Company**  
**Raritan Plaza 1, PO Box 7836**  
**Edison, NJ 08818**  
**800-832-7783**

**First Investors Life Insurance Company**  
**2473 Fortune Drive, Suite 110**  
**Lexington, KY 40509**  
**859-273-2171**

**First Investors Life Insurance Company**  
**4705 Bluebonnet Blvd, Suite B**  
**Baton Rouge, LA 70809**  
**225-292-2102**

**First Investors Life Insurance Company**  
**101 Summit Avenue, Suite 100**  
**Forth Worth, TX 76102**  
**817-870-1130**

**First Investors Life Insurance Company**  
**5177 Richmond Avenue, Suite 600**  
**Houston, TX 77056**  
**713-961-0500**

**Arkansas Insurance Department**  
**1200 West Third Street**  
**Little Rock, AR 72201**  
**800-282-9134**





**First Investors Life Insurance Company**  
[110 Wall Street, New York, N.Y. 10005]  
[(800) 832-7783] [www.firstinvestors.com]

## **FLEXIBLE PURCHASE PAYMENT DEFERRED ANNUITY CONTRACT**

- Death Benefit Before Maturity
- Additional Purchase Payment Option
- Annuity Payable at Maturity Date
- Non-participating – No Annual Dividends

---

First Investors Life agrees to pay the benefits described in this Contract  
in accordance with the terms of this Contract.

Signed for First Investors Life Insurance Company at its  
Home Office in New York, New York

A handwritten signature in black ink, appearing to read 'C. E. Springsteen'.

[Carol E. Springsteen, President]

A handwritten signature in black ink, appearing to read 'Carol Lerner Brown'.

[Carol Lerner Brown, Secretary]

### **NOTICE OF TEN (10) DAY RIGHT TO EXAMINE CONTRACT:**

If for any reason the Owner is dissatisfied with this Contract, it may be returned to the Company or to the insurance agent from whom it was purchased within ten (10) days after its receipt by the Owner (thirty (30) days in the case of a replacement contract). All premiums paid to us will then be refunded, whereupon the Contract shall be void from the beginning and the Owner and the Company shall be in the same position as if no Contract had been issued.

**This is a Flexible Purchase Payment Contract. Additional Purchase Payments may be made subject to the terms of the Contract.**

**This Contract is between the Owner and First Investors Life Insurance Company.**

**IT IS IMPORTANT THAT YOU READ YOUR CONTRACT CAREFULLY.**

## TABLE OF CONTENTS

<u>Contract Provision</u>	<u>Page</u>
Accumulation Phase Provisions	11
Annual Report	11
Annuity Payments	15
Annuity Payment Options	15
Assignment	10
Conformity with Law	10
Contestability	10
Contract Maturity	13
Death Benefits	12
After the Commencement of Payout Benefits	13
Death of Owner	13
Death of Annuitant	13
Before the Commencement of Payout Benefits	12
Death of Owner	12
Death of Annuitant	13
Deferral of Payment	14
Entire Contract	10
General Provisions	10
Guaranteed Minimum Annuity Payments	15
Guaranteed Minimum Annuity Payments Tables	5-8
Minimum Interest Rate	11
Minimum Values	10
Misstatement of Age or Sex	11
More Favorable Payment Option	15
Non-participating	10
Payment of Interest	11
Payout Phase Provisions	15
Purchase Payments	11
Surrender Provisions	14
Free Surrender Amount	14
Full Surrender	14
Partial Surrender	14
Surrender Charge	14

# CONTRACT SCHEDULE

## Contract Data

<b>Form Number</b>	[FPDA-1 (01/09)(AR)]	<b>Contract Number</b>	[0000123456]
<b>Owner</b>	[John Doe]	<b>Effective Date</b>	[January 1, 2009]
<b>Joint Owner</b>	[Jane Doe]	<b>Maturity Date</b>	[June 1, 2064]
<b>Annuitant</b>	[John Doe]	<b>Annuitant's Age</b>	[35]
<b>Annuitant's Sex</b>	[Male]		
<b>Joint Annuitant</b>	[Jane Doe]	<b>Joint Annuitant's Age</b>	[35]
<b>Joint Annuitant's Sex</b>	[Female]	<b>Payee</b>	[John Doe]
<b>Beneficiary</b>	As designated by you in the Application as of the Effective Date unless you later change your designation in accordance with the Contract Provisions.		

## Schedule of Benefits and Purchase Payments

<b>Initial Purchase Payment:</b>	[\$5,000.00]
<b>Payout Benefit Option:</b>	[Life Annuity with 10 year Guarantee Period]

## Contract Limitations and Charges

<b>Maximum Maturity Age:</b>	[Later of age 90 or 10 years after effective date]
<b>Minimum Accumulation Value:</b>	[\$5,000.00]
<b>Minimum Additional Purchase Payment:</b>	[\$5,000.00]
<b>Minimum Annuity Payment Amount:</b>	[\$20.00]
<b>Minimum Surrender Amount:</b>	[\$500.00]
<b>Maximum Free Surrender Percentage</b>	10%
<b>Contract Charge</b>	\$30.00
<b>Premium Tax Percentage</b>	[2.15%]

CONTRACT SCHEDULE CONTINUED ON NEXT PAGE

**Contract Interest Rates**

<b>Initial Non-Forfeiture Interest Rate:</b>	[1.50%]
<b>Initial Minimum Interest Rate:</b>	[1.50%]
<b>Initial Current Interest Rate:</b>	[4.00%]
<b>Initial Current Interest Rate Guarantee Period:</b>	[01/01/2009 – 12/31/2009]
<b>Commuted Value Interest Rate</b>	[3.00%]

The Nonforfeiture Interest Rate is redetermined as (a) – (b) where (a) is the average of the daily five-year Constant Maturity Treasury rates for the month of October in the calendar year prior to the Contract Anniversary (rounded to the nearest 1/20th of 1%) and (b) is 1.25%. In no case, however will the Nonforfeiture Interest Rate be greater than 3.00% nor less than 1.00%. The Minimum Interest Rate under the contract is equal to the Nonforfeiture Interest Rate and will change if the Nonforfeiture Interest Rate changes.

**Surrender Charge Percentages**

<u>Number of Years From Receipt of Purchase Payment To the Date of Surrender</u>	<u>Percentage</u>
Less than 1	8.00%
1 - 2	7.00%
2 - 3	6.00%
3 - 4	5.00%
4 - 5	4.00%
5 - 6	3.00%
6 - 7	2.00%
7 - 8	1.00%
8+	0.00%

**Payment Benefit Option Basis**

**Guaranteed Minimum Annuity Payments are calculated using the A2000 Individual Annuitant Mortality Table Age Last Birthday and 2.50% interest**

**Administrative Office**

**Correspondence and Notices should be addressed to us at:**

**First Investors Life Insurance Company**  
In Force Services Department  
[Raritan Plaza 1]  
[P.O. Box 7836]  
[Edison, NJ 08818-7836]  
[800-832-7783]

**CONTRACT SCHEDULE CONTINUED ON NEXT PAGE**

## **Guaranteed Minimum Annuity Payment Values Chart**

**Monthly Payment for Each \$1,000 of Annuitized Accumulation Values**

<b>Adjusted Age*</b>	<b>Option 1 Single Life Annuity</b>	
	<b>Male</b>	<b>Female</b>
60	4.78	4.38
61	4.91	4.49
62	5.04	4.60
63	5.19	4.73
64	5.35	4.86
65	5.52	5.00
66	5.70	5.15
67	5.89	5.31
68	6.09	5.48
69	6.31	5.66
70	6.54	5.86
71	6.78	6.08
72	7.05	6.31
73	7.33	6.57
74	7.63	6.84
75	7.95	7.14
76	8.29	7.46
77	8.66	7.80
78	9.05	8.18
79	9.47	8.58
80	9.92	9.03
81	10.41	9.50
82	10.92	10.02
83	11.47	10.58
84	12.06	11.19
85	12.68	11.84
86	13.35	12.55
87	14.06	13.30
88	14.81	14.10
89	15.61	14.95
90	16.46	15.83

**\*Adjusted Age**

**The Adjusted Age of the Annuitant for purposes of determining the Guaranteed Minimum Payments is the age as of the Annuitant's birthday last preceding the Payout Benefit Option commencement plus one year for each completed 10 year period measured from the year 2000 to the date of Payout Benefit Option commencement.**

CONTRACT SCHEDULE CONTINUED ON NEXT PAGE

**Guaranteed Minimum Annuity Payment Values Chart (continued)**

**Monthly Payment for Each \$1,000 of Annuitized Accumulation Values**

**Option 2a Joint And Survivor Annuity**

<b>Female Age</b>	<b>Adjusted Age*</b>				
<b>Male Age</b>	60	65	70	75	80
<b>Adjusted Age*</b>					
60	3.89	4.11	4.32	4.48	4.60
65	4.04	4.35	4.66	4.94	5.16
70	4.16	4.56	4.99	5.43	5.80
75	4.24	4.72	5.28	5.89	6.50
80	4.30	4.83	5.49	6.30	7.19

**Option 2b Joint and Two Thirds to Survivor Life Annuity**

<b>Female Age</b>	<b>Adjusted Age*</b>				
<b>Male Age</b>	60	65	70	75	80
<b>Adjusted Age*</b>					
60	4.32	4.60	4.91	5.24	5.85
65	4.56	4.91	5.30	5.73	6.17
70	4.82	5.24	5.73	6.28	6.88
75	5.09	5.58	6.17	6.89	7.68
80	5.34	5.90	6.62	7.51	8.55

**Option 2c – Joint and One-Half to Survivor Life Annuity**

<b>Female Age</b>	<b>Adjusted Age*</b>				
<b>Male Age</b>	60	65	70	75	80
<b>Adjusted Age*</b>					
60	4.57	4.88	5.27	5.72	6.25
65	4.88	4.24	5.69	6.22	6.85
70	5.25	5.66	6.18	6.82	7.58
75	5.65	6.14	6.75	7.52	8.45
80	6.08	6.65	7.37	8.30	9.45

**\*Adjusted Age**

The Adjusted Age of the Annuitant for purposes of determining the Guaranteed Minimum Payments is the age as of the Annuitant's birthday last preceding the Payout Benefit Option commencement plus one year for each completed 10 year period measured from the year 2000 to the date of Payout Benefit Option commencement.

CONTRACT SCHEDULE CONTINUED ON NEXT PAGE

## Guaranteed Minimum Annuity Payment Values Chart (continued)

Monthly Payment for Each \$1,000 of Annuitized Accumulation Values

Adjusted Age*	Option 3		Option 3		Option 3	
	Life Annuity with		Life Annuity with		Life Annuity with	
	Payments Guaranteed for 5 years		Payments Guaranteed for 10 years		Payments Guaranteed for 20 years	
	Male	Female	Male	Female	Male	Female
60	4.75	4.37	4.68	4.33	4.34	4.14
61	4.88	4.47	4.79	4.43	4.41	4.21
62	5.01	4.59	4.91	4.53	4.48	4.28
63	5.16	4.71	5.04	4.65	4.55	4.36
64	5.31	4.83	5.17	4.76	4.61	4.43
65	5.47	4.97	5.31	4.89	4.68	4.51
66	5.64	5.12	5.45	5.02	4.74	4.58
67	5.82	5.27	5.60	5.16	4.80	4.65
68	6.01	5.44	5.75	5.31	4.85	4.72
69	6.21	5.62	5.91	5.46	4.91	4.79
70	6.42	4.81	6.07	5.62	4.96	4.85
71	6.65	6.01	6.24	5.79	5.00	4.91
72	6.88	6.23	6.41	5.97	5.04	4.96
73	7.13	6.47	6.59	6.15	5.08	5.01
74	7.40	6.72	6.77	6.34	5.12	5.06
75	7.67	6.99	6.94	6.54	5.15	5.10
76	7.96	7.28	7.12	6.74	5.17	5.13
77	8.27	7.58	7.30	6.94	5.19	5.16
78	8.59	7.91	7.48	7.15	5.21	5.19
79	8.92	8.25	7.65	7.35	5.23	5.21
80	9.27	8.62	7.82	7.55	5.24	5.23
81	9.63	9.00	7.98	7.74	5.25	5.24
82	10.00	9.40	8.14	7.93	5.26	5.25
83	10.38	9.82	8.28	8.11	5.27	5.26
84	10.77	10.25	8.42	8.27	5.27	5.27
85	11.16	10.69	8.55	8.42	5.28	5.27
86	11.56	11.14	8.67	8.56	5.28	5.28
87	11.96	11.59	8.77	8.69	5.28	5.28
88	12.36	12.03	8.87	8.80	5.28	5.28
89	12.75	12.46	8.96	8.90	5.28	5.28
90	13.14	12.88	9.04	8.99	5.28	5.28

**\*Adjusted Age**

The Adjusted Age of the Annuitant for purposes of determining the Guaranteed Minimum Payments is the age as of the Annuitant's birthday last preceding the Payout Benefit Option commencement plus one year for each completed 10 year period measured from the year 2000 to the date of Payout Benefit Option commencement.

CONTRACT SCHEDULE CONTINUED ON NEXT PAGE

## Guaranteed Minimum Annuity Payment Values Chart (continued)

### Monthly Payment for Each \$1,000 of Annuitized Accumulation Values

Adjusted Age*	Option 4 Refund Life Annuity	
	Male	Female
60	4.39	4.13
61	4.48	4.22
62	4.58	4.31
63	4.68	4.40
64	4.79	4.50
65	4.90	4.60
66	5.02	4.71
67	5.14	4.83
68	5.27	4.95
69	5.41	5.08
70	5.55	5.22
71	5.70	5.36
72	5.86	5.51
73	6.02	5.67
74	6.20	5.85
75	6.38	6.03
76	6.57	6.22
77	6.78	6.42
78	6.99	6.64
79	7.21	6.87
80	7.45	7.11
81	7.70	7.36
82	7.95	7.63
83	8.23	7.91
84	8.51	8.21
85	8.81	8.52
86	9.13	8.84
87	9.45	9.19
88	9.80	9.54
89	10.16	9.91
90	10.55	10.30

#### **\*Adjusted Age**

The Adjusted Age of the Annuitant for purposes of determining the Guaranteed Minimum Payments is the age as of the Annuitant's birthday last preceding the Payout Benefit Option commencement plus one year for each completed 10 year period measured from the year 2000 to the date of Payout Benefit Option commencement.

END OF CONTRACT SCHEDULE

## A. Definitions

Frequently used terms you need to know to understand this Contract are defined below. Other terms in the Contract have the meaning ascribed to them in the context in which they first appear.

- (a) "Accumulation Value" on any date is the sum of the Net Purchase Payments and all interest credited to that date less the sum of all Partial Surrenders and Contract Charges to that date. Interest is credited daily on the Accumulation Value at the effective rate(s) described below.
- (b) "Annuitant" (and "Joint Annuitant", if any) means the individual(s) designated as such in the Contract Schedule and on whose life (or lives) the amount of Annuity Payment are determined. If a Joint Annuitant is named, unless otherwise indicated, references to "Annuitant" will apply to both Annuitants.
- (c) "Annuity Payment" means the periodic payment made to the Payee in the payout phase.
- (d) "Beneficiary" The person or entity that is named to receive any benefits payable upon death of any Owner in the accumulation phase or upon death of the surviving Annuitant in the payout phase.
- (e) "Company" (also "we", "us" or "our") means First Investors Life Insurance Company.
- (f) "Contract Anniversary" The same month and day each subsequent year from the effective date shown in the Contract Schedule.
- (g) "Contract Charge" is the amount indicated on the Contract Schedule which is deducted from the Accumulation Value on the last day of each Contract Year or upon full surrender, if earlier.
- (h) "Contract Year" is a one-year period of time as measured from the effective date and as measured from each Contract Anniversary.
- (i) "Joint Owner" is the individual designated as such in the Contract Schedule. If a Joint Owner is named under this Contract, the Owner and Joint Owner jointly possess all ownership rights of this Contract and both Owners must act jointly in exercising any such right. Unless otherwise indicated, references to "you," "your," or "Owner" will apply to both Owners.
- (j) "Net Purchase Payment" is the Purchase Payment less any premium tax (shown in the Contract Schedule applicable at issue).
- (k) "Notice" is a signed, written communication providing any information we need. We may authorize in advance another manner of communication at our discretion. All Notices to us must be sent to our Administrative Office and received in good order acceptable to us.
- (l) "Owner" (also "you", "your") is the individual or entity shown in the Contract Schedule that may exercise the ownership rights of this Contract, unless changed as provided for herein. If the Owner is not a natural person, the Annuitant may not be changed.
- (m) "Payee" is the individual designated as such in the Contract Schedule and who is entitled to receive annuity payments under this Contract. The Owner will be the Payee unless you name another person as the Payee.
- (n) "Purchase Payment" means an amount paid to the Company under this Contract as consideration for the benefits described herein. The first Purchase Payment initiated this Contract.
- (o) "Premium Taxes" Charges levied by some state or local taxing authorities.
- (p) "Surrender Charge" Amount charged by us against the Accumulation Value in the event of a full or partial surrender according to the Surrender Charge Schedule shown in the Contract Schedule.

## **B. General Provisions**

### **Entire Contract**

The entire contract between you and us consists of this Contract, the Contract Schedule (and any supplements or changes thereto), and the annuity application (and any supplemental applications.) A copy of such application is attached to and becomes a part of this Contract when issued along with any riders or endorsements attached to this Contract.

All statements made in the application by the applicant or their legal representative will be deemed representations and not warranties. Only the President, a Vice-President, the Secretary, or an Assistant Secretary of the Company has the power, on behalf of the Company, to change, modify, or waive any provisions of this Contract. In case of conflict between any provision of this Contract and those of a rider or endorsement, the provisions of the rider or endorsement will control.

The Contract Schedule issued with the Contract reflects the initial specifications of the Contract, on the effective date. Some of these specifications may change by an action or request made by you. Any of these changes will be reflected in a Supplemental Contract Schedule, which restates the contract specifications and shows the effective date of the change. We will send you this Supplemental Contract Schedule and it will become part of the Entire Contract between you and us as of the effective date of the change.

All Contract changes, modifications, waivers or reinstatements must be in writing.

### **Minimum Values**

The Accumulation Value, Surrender Value and death benefits are not less than the minimum required by the laws of the jurisdiction in which this Contract was delivered.

### **Conformity with Law**

If any provision of this Contract is contrary to any law to which it is subject, such provision is amended to conform to the minimum standards of the law.

The terms and provisions of this Contract will be interpreted in a manner to ensure compliance with the applicable provisions of section 72(s) of the Internal Revenue Code of 1986, as amended (the "Code"). The Company reserves the right to amend this Contract in any respect at any time so that it will conform to the applicable provisions of the Code as in effect at that time. Any such amendment will be subject to any necessary regulatory approvals.

### **Contestability**

We will not contest this Contract.

### **Non-participating**

This Contract is non-participating. It will not share in our surplus earnings.

### **Assignment**

Unless prohibited by the terms of this Contract or by law, the Owner may assign the benefits under this Contract. No assignment of this Contract will be binding on us unless we receive both this Contract and a written notice of assignment in a form acceptable to the Company. We will assume no responsibility for the validity or sufficiency of any assignment. Any assignment shall take effect on the date signed. However, we will not be liable for actions taken in accordance with existing instructions prior to our receipt of a notice of assignment acceptable to us.

Unless otherwise provided in the assignment, the interest of any revocable Beneficiary shall be subordinate to the interest of any assignee, regardless of when the assignment was made and the assignee shall receive any sum payable to the extent of his or her interest.

### **Proof of Age, Sex or Survival**

The Annuitant must be an individual. We have the right to require proof of the Annuitant's age, sex or survival. We may require a copy of a birth certificate, a copy of a state identification card and/or a sworn affidavit. If we request this proof in writing, we may stop payments until proof is received.

## **Annual Report**

At least once each Contract Year, we will mail to you a report of the values of this Contract. This report will include a summary of all transactions of the prior period. The information will be as of a date not more than two months prior to the date of mailing. Additional reports will be provided upon your written request at a charge no greater than \$25.

## **Misstatement of Age or Sex**

If the Annuity Payments under any option were determined by an Annuitant's age or sex that was incorrect, the Annuity Payments will be recalculated to be those that the money applied would have purchased at the correct age and sex. Any amounts underpaid by us on the basis of incorrect age or sex will be paid when the correction is made. Any amounts overpaid by us on the basis of incorrect age or sex will be charged against Annuity Payments due after the correction is made. Amounts paid or charged will be adjusted based on an interest rate of 6% per annum.

## **C. Ownership Provisions**

The Owner, consistent with the terms of this Contract, may:

1. Assign the Contract benefits (See Assignment).
2. Exercise any right and receive any benefit in connection with this Contract.
3. Designate and change any Beneficiary designations.
4. Change the Annuitant, prior to the Maturity Date, except in the case where the Owner is not a natural person.
5. Amend or modify this Contract, however, only with our consent.

The Owner may name a new Owner to the extent allowed by law. Any such request must be sent to us in writing on our form, signed, dated and received in good order by us at our Administrative Office. Any change in Owner will take effect on the date the Notice to change is signed subject to any actions we take prior to our receipt of the Notice.

## **D. Accumulation Phase Provisions**

### **Purchase Payments**

You may make Purchase Payments to this Contract at any time subject to the following:

1. A Purchase Payment must not be less than the Minimum Additional Purchase Payment as indicated on the Contract Schedule.
2. Purchase Payments must be received by us before the Maturity Date.
3. Additional Purchase Payments in excess of \$250,000 are subject to compliance and regulatory review.

### **Payment of Interest**

We will credit the Accumulation Value with interest daily. The initial Purchase Payment will be credited with interest at the Initial Current Interest Rate for the Initial Current Interest Rate Guarantee Period as shown in the Contract Schedule. Subsequent Purchase Payments will be credited with the then Current Interest Rate in effect at the time of receipt for the Current Interest Rate Guarantee Period, if any, in effect at that time. However, at no time will such Purchase Payments be credited with an interest rate less than the Minimum Interest Rate in effect.

At the expiration of any Current Interest Rate Guarantee Period, the portion of the Accumulation Value which was subject to such Guarantee Period will be credited with the then Current Interest Rate in effect at that time for the then Current Interest Rate Guarantee period, if any, in effect at that time. However, at no time will such Accumulation Value be credited with an interest rate less than the Minimum Interest Rate in effect. We will, in our sole discretion, determine current Interest Rates and/or Current Interest Rate Guarantee Periods.

### **Minimum Interest Rate**

The Initial Minimum Interest Rate in effect at issue for the first Contract Year is shown in the Contract Schedule. On each Contract Anniversary thereafter, the Minimum Interest Rate is redetermined as (a) – (b) where (a) is the average of the daily five-year Constant Maturity Treasury rates for the month of October in the calendar year prior to the Contract Anniversary (rounded to the nearest 1/20th of 1%) and (b) is

1.25%. In no case, however will the Minimum Interest Rate be greater than 3.00% nor less than 1.00%.

### **E. Beneficiary Provisions**

We will pay any benefits payable upon the death of the Owner, Joint Owner (if any), Annuitant or Joint Annuitant, if any, as applicable to the Beneficiary or Beneficiaries named in the Annuity Application, unless you have since changed the Beneficiary or Beneficiaries as provided below.

#### **Change of Beneficiary**

You may change the Beneficiary(ies) named in the Annuity Application at any time while the Annuitant is alive unless such Beneficiary(ies) designation is irrevocable. Any change must be in writing on our form, signed, dated and received in good order by us at our Administrative Office.

Any change in Beneficiary designation will take effect on the date the Notice to change is signed subject to any actions we take prior to our receipt of the Notice. Any irrevocable Beneficiary designation will revoke all previous designations. Irrevocable Beneficiary designations may only be changed with the written consent of such Beneficiary.

#### **Death of Beneficiary**

Unless otherwise provided in the Beneficiary designation:

1. If any Primary Beneficiary dies before any Owner or Annuitant, that Beneficiary's interest will pass to the remaining Primary Beneficiary(ies), if any, according to their respective interests. If no Primary Beneficiary(ies) survives the Owner or Annuitant, that Beneficiary's interest will pass to the Contingent Beneficiary(ies), if any, according to their respective interests.
2. If due to the death of any Owner or Annuitant, a Beneficiary becomes entitled to Annuity Payments for the remainder of a Guaranteed Period but dies prior to receiving all such remaining payments, the commuted value of such payments at the

interest rate shown in the Contract Schedule will be paid in one sum to the estate of the Beneficiary.

3. If no Primary or Contingent Beneficiary(ies) survives the Owner or Annuitant, the commuted value of any remaining Annuity Payments payable during the Guaranteed Period will be paid in one sum to the estate of the Owner or Annuitant, respectively.

### **F. Death Benefits**

#### **Before the Commencement of Annuity Payments**

##### *Death of Owner*

If any Owner, including an Owner who is also the Annuitant, dies prior to the commencement of Annuity Payments, we will pay the Death Benefit to the named Beneficiary. The Death Benefit is equal to the Accumulation Value on the date of receipt of due proof of death in good order acceptable to us.

The Death Benefit may be immediately taken in one sum, in which case the Contract will terminate. If the Death Benefit is not immediately taken in one sum, the Contract will continue subject to the following provisions:

1. The Beneficiary becomes the Contract Owner.
2. No additional Purchase Payments may be applied to the Contract.
3. If the Beneficiary is the deceased Owner's spouse, the Contract will continue with the surviving spouse as the new Owner. The surviving spouse may name a new Beneficiary. If no Beneficiary is so named, the surviving spouse's estate will be the Beneficiary. Upon the death of the surviving spouse, the entire interest in the Contract must be distributed to the new Beneficiary in accordance with the provisions of (4)(a) or (4)(b) below. The right to continue this Contract as a spouse successor Owner may be exercised only once.
4. If the Beneficiary is not the deceased Owner's spouse, the entire interest in the Contract must be distributed under one of the following options:
  - (a) The entire interest in the Contract must be distributed over the life of the

Beneficiary, or over a period not extending beyond the life expectancy of the Beneficiary, with distributions beginning within one year of the Owner's death; or

- (b) the entire interest in the Contract must be distributed within 5 years of the Owner's Death.

If the Beneficiary dies before the distributions required by (a) or (b) are complete, the entire remaining interest in the Contract must be distributed in a lump sum immediately.

If there is more than one Beneficiary, the foregoing provisions will independently apply to each Beneficiary. If no Beneficiary is living or if no Beneficiary has been named, the Death Benefit will be paid to the estate of the Owner.

In the case of Joint Owners, the surviving Owner is then treated as the Beneficiary for purposes of this "Death of Owner" provision notwithstanding any Beneficiary designation.

#### *Death of Annuitant*

Where a Joint Annuitant has not been named, if the Annuitant dies before Annuity Payments begin, the Owner may name a new Annuitant. If the Owner does not name a new Annuitant, the Owner will become the Annuitant.

Where a Joint Annuitant has been named, and any Annuitant dies before Annuity Payments begin, the surviving Annuitant will become the Annuitant under this Contract, and the Owner may name a new Joint Annuitant.

If the Owner of this Contract is not an individual, then;

1. the Annuitant may not be changed, and
2. the death of any Annuitant will be treated as the death of an Owner and the entire interest in the Contract will be distributed as described under "Death of Owner" above.

#### **After the Commencement of Annuity Payments**

If any Owner, any Annuitant, or any Payee dies on or after the commencement of Annuity Payments, but before all proceeds payable under the Contract have been distributed, the remaining

proceeds must be distributed at least as rapidly as under the method of distribution in effect at the time of the deceased individual's death.

#### *Death of Owner*

If any Owner who is not the Annuitant dies and there is no surviving Owner, the Beneficiary will become the Owner. If there is a surviving Owner, the surviving Owner will retain ownership of the Contract. The remaining Annuity Payments, if any, as specified in the Annuity Payment Option in effect will continue to be paid to the Payee. If the designated Payee is the deceased Owner, any remaining Annuity Payments will be made to the surviving Owner, if any, or to the Beneficiary.

#### *Death of Annuitant*

If the Annuitant dies and there is a surviving Annuitant, the remaining Annuity Payments, if any, as specified in the Annuity Payment Option in effect will continue to be paid to the Payee. If the designated Payee is the deceased Annuitant, Annuity Payments will be made to the surviving Annuitant. If the deceased Annuitant is also the Owner, and there is no surviving Owner, the surviving Annuitant will assume all rights of ownership under the Contract.

If the Annuitant dies and there is no surviving Annuitant, the Beneficiary will assume all rights of ownership, and the previously designated Owner will no longer have any rights under the Contract. The remaining Annuity Payments, if any, as specified in the Annuity Payment Option in effect, will be paid to the Beneficiary.

#### **G. Contract Maturity**

On the Maturity Date, the entire Accumulation Value is applied to the purchase of an Annuity Payment Option. If no option is specified, the Life Annuity with Payments Guaranteed for 10 Years option will apply.

The Maturity Date may be changed after issue and Annuity Payments may begin prior to the Maximum Maturity Age, but not within the first Contract Year. However, Annuity Payments may not begin after a date where the Annuitant's Maximum Maturity Age, as shown on the Contract Schedule, would be exceeded.

Notice to change the Maturity Date must be received by us at least 30 days before the previously specified Maturity Date.

## **H. Surrender Provisions**

### **Full Surrender**

You may fully surrender this Contract at any time for its Surrender Value effective on the date we receive both this Contract and a written surrender request in a form acceptable to us. The Surrender Value will be the Accumulation Value on that date less the Surrender Charge, if any, in effect. In no event will the amount payable on surrender be less than the minimum nonforfeiture amount as defined in the nonforfeiture laws of the state that has jurisdiction over this Contract. A full surrender terminates this Contract.

### **Partial Surrender**

You may surrender part of your Accumulation Value. The Minimum Partial Surrender Amount is shown in the Contract Schedule. The Minimum Accumulation Value that must remain in this Contract after the partial surrender is also shown in the Contract Schedule. The amount of any partial surrender will be deemed to be taken from Purchase Payments and associated interest credits in the order that such Purchase Payments were made, i.e., the oldest Purchase Payment and its associated interest credits first, the next Purchase Payment and its associated interest credits second, etc. A Surrender Charge is assessed against Purchase Payments surrendered and is calculated at the time of each partial surrender.

### **Surrender Charge**

The Surrender Charge is equal to a percentage of the amount of each Purchase Payment surrendered. These Surrender Charge Percentages are shown in the Contract Schedule. The length of time from when we receive each Purchase Payment to the time of partial surrender determines the amount of the Surrender Charge.

For purposes of the Surrender Charge calculation, Partial Surrenders are deemed to be taken from your Contract in the following order;

1. From any amount then available as a Free Surrender (as described below);
2. Then from Purchase Payments not previously surrendered, in the order that such Purchase Payments were made: the oldest Purchase Payment first, the next Purchase Payment second, etc., until all Purchase Payments have been surrendered; then from;
3. Any other remaining Accumulation Value.

There is no Surrender Charge if the Accumulation Value is applied to an Annuity Payment Option.

### **Free Surrender Amount**

Each Contract Year you may withdraw an amount of Accumulation Value that is not subject to a Surrender Charge. This Free Surrender Amount is equal to the Free Surrender Percentage shown in the Contract Schedule multiplied by the Purchase Payments not previously withdrawn as of the beginning of the Contract Year. The Free Surrender privilege is non-cumulative, so that Free Surrender Amounts not taken during any given Contract Year cannot be taken as Free Surrenders in a subsequent Contract Year.

Amounts taken as Free Surrenders are not treated as a surrender of Purchase Payments for purposes of calculating the Free Surrender Amount and the calculation of any applicable Surrender Charge.

For tax purposes, a partial surrender (whether a Free Surrender or otherwise) is usually treated as a withdrawal of earnings first.

You should consult with your tax advisor to determine the tax consequences of any surrender.

### **Deferral of Payment**

We may defer payment of a full or partial surrender request for up to six months from the date of the request. If we postpone such payment by more than ten days, interest at the rate required by the state in which this contract is issued, if greater, will be paid on the deferred proceeds. The interest will be paid from the date of receipt of the request to the date payment is made.

## **I. Payout Phase Provisions**

### **Annuity Payments**

Annuity Payments are periodic payments we make in exchange for money applied from the Accumulation Value. You may elect to have Annuity Payments made under any one of the Annuity Payment Options shown below. A periodic Annuity Payment must be at least equal to the Minimum Annuity Payment Amount indicated in the Contract Schedule. If the Accumulation Value is less than that required to purchase the Minimum Annuity Payment Amount, the entire Accumulation Value will be paid in a lump sum. For Annuity Payments payable over the lifetime of the Annuitant, we may require proof of the Annuitant's continued survival at any time. If we request this proof in writing, we may stop payments until the proof is received. Annuity Payment Options may be elected by giving us Notice prior to the Maturity Date. The election may be changed at any time prior to the Maturity Date.

### **Annuity Payment Options**

**Option 1 – Single Life Annuity** – An annuity payable during the lifetime of the Annuitant, ceasing with the last payment due prior to his or her death.

**Option 2a – Joint and Survivor Life Annuity** – An annuity payable during the joint lifetime of the Annuitant and the Joint Annuitant and continuing, after the death of either, during the lifetime of the survivor, ceasing with the last payment due prior to the death of the survivor.

**Option 2b – Joint and Two-Thirds to Survivor Life Annuity** – An annuity payable during the joint lifetime of the Annuitant and the Joint Annuitant and continuing, after the death of either, during the lifetime of the survivor with two-thirds payments, ceasing with the last payment due prior to the death of the survivor.

**Option 2c – Joint and One-Half to Survivor Life Annuity** – An annuity payable during the joint lifetime of the Annuitant and the Joint Annuitant and continuing, after the death of either, during the lifetime of the survivor with one-half payments, ceasing with the last payment due prior to the death of the survivor.

**Option 3 – Life Annuity with Payments Guaranteed for 5, 10 or 20 Years** – An annuity payable during the lifetime of the Annuitant, with the guarantee that if, at his or her death, payments have been made for less than a 5, 10 or 20 year period, as elected, any guaranteed annuity payments will be continued during the remainder of the selected period to the Beneficiary.

**Option 4 Refund Life Annuity** - An annuity payable during the lifetime of the Annuitant, with the guarantee that if, at his or her death, the cumulative payments made have been less than the Accumulation Value applied at the Maturity Date, payments will be continued until the total of all payments made equal such Accumulation Value.

### **Other Options**

Annuity Payments may be paid in any other manner requested and agreed to by us, or under any other Annuity Payment Option we make available.

### **Guaranteed Minimum Annuity Payments**

Monthly Annuity Payments per \$1,000 applied will not be less than the values shown in the Guaranteed Minimum Annuity Payment Values Table in the Contract Schedule. Guaranteed Minimum Annuity Payments are based on the Annuitant's Adjusted Age, as described in the Contract Schedule, at the time the Annuity Payments are scheduled to begin. These Guaranteed Minimum Annuity Payments are calculated using the Mortality Table and interest rate shown in the Contract Schedule. Guaranteed Minimum Annuity Payments for ages not listed or for frequencies of payment other than monthly will be calculated consistently.

### **More Favorable Payment Option**

At the time Annuity Payments are scheduled to begin, the single premium immediate annuity rates then in use by the Company will be used if they provide a payment amount greater than the Guaranteed Minimum Annuity Payment.

# **FLEXIBLE PURCHASE PAYMENT DEFERRED ANNUITY CONTRACT**

- Death Benefit Before Maturity
  - Additional Purchase Payment Option
  - Annuity Payable at Maturity Date
  - Non-participating – No Annual Dividends
- 



**First Investors Life Insurance Company**  
[110 Wall Street, New York, N.Y. 10005]  
[(800) 832-7783]