

SERFF Tracking Number:	MALI-126267017	State:	Arkansas
Filing Company:	Mutual of America Life Insurance Company	State Tracking Number:	43241
Company Tracking Number:	SUPPCON-2009		
TOI:	A10 Annuities - Other	Sub-TOI:	A10.000 Annuities - Other
Product Name:	SUPPCON-2009		
Project Name/Number:	/		

Filing at a Glance

Company: Mutual of America Life Insurance Company

Product Name: SUPPCON-2009

SERFF Tr Num: MALI-126267017 State: Arkansas

TOI: A10 Annuities - Other

SERFF Status: Closed-Approved-Closed
State Tr Num: 43241

Sub-TOI: A10.000 Annuities - Other

Co Tr Num: SUPPCON-2009

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Robert Thode, Nia
Shownkeen

Disposition Date: 08/18/2009

Date Submitted: 08/14/2009

Disposition Status: Approved-Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Not Filed

Project Number:

Date Approved in Domicile:

Requested Filing Mode:

Domicile Status Comments:

Explanation for Combination/Other:

Market Type:

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 08/18/2009

Explanation for Other Group Market Type:

State Status Changed: 08/18/2009

Deemer Date:

Created By: Nia Shownkeen

Submitted By: Nia Shownkeen

Corresponding Filing Tracking Number:

Filing Description:

We are filing the above-referenced form for your approval. This form is new and does not replace any previously approved form. Upon approval this form will be used on a general basis as set forth below.

Form SUPPCON-2009 will be used when a beneficiary elects, during the death claim process, to receive a death benefit in the form of an annuity. A description of the annuity benefit selected by the beneficiary will appear in Section 2 of this form.

Company and Contact

SERFF Tracking Number: MALI-126267017 State: Arkansas
Filing Company: Mutual of America Life Insurance Company State Tracking Number: 43241
Company Tracking Number: SUPPCON-2009
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: SUPPCON-2009
Project Name/Number: /

Filing Contact Information

Nia Shownkeen, nia.shownkeen@mutualofamerica.com
320 Park Avenue 212-224-1124 [Phone]
New York, NY 10022 212-224-2507 [FAX]

Filing Company Information

Mutual of America Life Insurance Company CoCode: 88668 State of Domicile: New York
320 Park Ave Group Code: Company Type:
New York, NY 10022 Group Name: State ID Number:
(212) 224-1600 ext. 1520[Phone] FEIN Number: 13-1614399

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Mutual of America Life Insurance Company	\$50.00	08/14/2009	29862692

SERFF Tracking Number: MALI-126267017 State: Arkansas
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Product Name: SUPPCON-2009
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/18/2009	08/18/2009

SERFF Tracking Number: MALI-126267017 *State:* Arkansas
Filing Company: Mutual of America Life Insurance Company *State Tracking Number:* 43241
Company Tracking Number: SUPPCON-2009
TOI: A10 Annuities - Other *Sub-TOI:* A10.000 Annuities - Other
Product Name: SUPPCON-2009
Project Name/Number: /

Disposition

Disposition Date: 08/18/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MALI-126267017 *State:* Arkansas
Filing Company: Mutual of America Life Insurance Company *State Tracking Number:* 43241
Company Tracking Number: SUPPCON-2009
TOI: A10 Annuities - Other *Sub-TOI:* A10.000 Annuities - Other
Product Name: SUPPCON-2009
Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Cover Letter		Yes
Supporting Document	Statement of Variability		Yes
Form	Supplementary Contract		Yes

SERFF Tracking Number: MALI-126267017 State: Arkansas
 Filing Company: Mutual of America Life Insurance Company State Tracking Number: 43241
 Company Tracking Number: SUPPCON-2009
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: SUPPCON-2009
 Project Name/Number: /

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	SUPPCON-2009	Policy/Cont Supplementary ract/Fratern Contract al Certificate	Initial		51.249	Supplementar yContractwith brackets.pdf

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

[320 PARK AVENUE NEW YORK NY 10022-6839 • 212 224 1600]

(hereafter called the "Company")

Supplementary Contract

ANNUITANT: [John Doe]

JOINT ANNUITANT: [Jane Doe/Not Applicable]

ANNUITY COMMENCEMENT DATE: [December 1, 2009]

DATE OF ISSUE: [August 13, 2009]

STATE OF DELIVERY: [Alabama]

FORM OF ANNUITY: [120 Month Period Certain and Continuous Annuity]

MONTHLY ANNUITY PAYMENT:
Annuitant: [600.00]
Joint Annuitant: [\$340.00/Not Applicable]

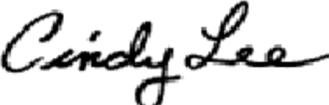
BENEFICIARY: [Mary Smith]

CONSIDERATION: [\$100,000.00]

As of the Annuity Commencement Date the Company shall pay, subject to the provisions of this Contract, the annuity benefits as provided in this Contract.

This Contract is issued as a result of a death benefit settlement option on the life of [Frank Smith - DOD 11/5/02].

This Contract is executed by the Company at its Home Office in New York, New York on the Date of Issue.



Second Vice President



Chairman, President and Chief Executive Officer

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SECTION 1 - DEFINITIONS

The following terms as used in this Contract shall have the meaning defined unless a different meaning is required by the context. Words in the singular form as used in this Contract shall be construed as though they were also used in the plural form in all cases where they would so apply and vice versa.

Annuitant

The individual named as the Annuitant on the face page of this Contract.

Annuity Commencement Date

The date shown as the Annuity Commencement Date on the face page of this Contract.

Beneficiary

An individual or entity who is to receive on or after the Annuity Commencement Date, the remainder, if any, of payments due under any annuity option elected pursuant to this Contract.

Business Day

Any day on which the Company is open for business and the New York Stock Exchange is open for trading. The Business Day shall end as of the close of trading of the New York Stock Exchange (normally 4:00 p.m. Eastern Time).

Consideration

The amount shown as the Consideration on the face page of this Contract.

Contract

This supplementary contract together with any amendments to this contract that may be made from time to time.

Date of Issue

The date shown as the Date of Issue in the face page of this Contract.

Home Office

The Company's office at [320 Park Avenue, New York, NY 10022], or such other location as the Company may announce by advance written notification.

Joint Annuitant

The individual, if any, named as the Joint Annuitant on the face page of this Contract.

Notice

Any communication to the Company with respect to this Contract, regardless of how referred to in this Contract, including, but not limited to, requests for information and designations of Beneficiaries.

SECTION 2 - ANNUITY BENEFIT

On the Annuity Commencement Date the Company shall pay the following annuity benefit:

[NON-REFUND LIFE ANNUITY. The Company shall make a monthly annuity payment to the Annuitant, in the amount shown on the face page of this Contract, during the Annuitant's lifetime. Upon the Annuitant's death no additional payments shall be made.]

[PERIOD CERTAIN AND CONTINUOUS ANNUITY. The Company shall make a monthly annuity payment to the Annuitant, in the amount shown on the face page of this Contract, during the Annuitant's lifetime. Upon the Annuitant's death before the end of the period certain shown on the face page of this Contract, annuity payments shall continue to be paid to the Beneficiary until the end of such period certain.

When a Beneficiary is receiving payments upon the death of an Annuitant and the Beneficiary subsequently dies, any remaining payments shall continue to be paid to an individual or entity that was designated to receive such remaining payments by such Beneficiary. If no such individual or entity was designated, or if the designated individual does not survive the Beneficiary, any remaining payments shall be paid to the Beneficiary's estate.]

[JOINT AND SURVIVOR LIFE ANNUITY. The Company shall make a monthly annuity payment to the Annuitant, in the amount shown on the face page of this Contract, during the Annuitant's lifetime. Upon the Annuitant's death, monthly annuity payments shall be payable to the Joint Annuitant during the lifetime of the Joint

Annuitant, if living, in the amount shown on the face page of this Contract for the Joint Annuitant. Upon the death of the Annuitant and the Joint Annuitant no additional payments shall be made.]

[JOINT AND SURVIVOR LIFE ANNUITY WITH PERIOD CERTAIN. The Company shall make a monthly annuity payment to the Annuitant, in the amount shown on the face page of this Contract, during the Annuitant's lifetime. Upon the Annuitant's death, monthly annuity payments shall be payable to the Joint Annuitant during the lifetime of the Joint Annuitant, if living, in the amount shown on the face page of this Contract for the Joint Annuitant. If both the Annuitant and Joint Annuitant die before annuity benefits have been paid for the period certain shown on the face page of this Contract, annuity payments shall continue to be paid to the Beneficiary until the end of such period certain. The amount of the monthly annuity payment payable to such Beneficiary shall be the amount of the monthly annuity payment being paid under this Contract immediately before the date payments to such Beneficiary begin. In the event of the simultaneous death of the Annuitant and Joint Annuitant, or if it cannot be determined who was the first to die, it shall be assumed that the Joint Annuitant died before the Annuitant.

When a Beneficiary is receiving payments upon the death of an Annuitant or a Joint Annuitant and the Beneficiary subsequently dies, any remaining payments shall continue to be paid to an individual or entity that was designated to receive such remaining payments by such Beneficiary. If no such individual or entity was designated, or if the designated individual does not survive the Beneficiary, any remaining payments shall be paid to the Beneficiary's estate.]

[FULL CASH REFUND ANNUITY. The Company shall make a monthly annuity payment to the Annuitant, in the amount shown on the face page of this Contract, during the Annuitant's lifetime. Upon the Annuitant's death, a single sum payment equal to (a) the Consideration, less (b) the total of all monthly annuity payments made to the Annuitant since the Annuity Commencement Date shall be paid to the Beneficiary.]

[PERIOD CERTAIN WITHOUT LIFE CONTINGENCY. The Company shall make a monthly payment to the Annuitant, in the amount and for the period certain shown on the face page of this Contract. Upon the Annuitant's death before the end of such period certain, monthly payments shall continue to be paid to the Beneficiary until the end of such period certain.

When a Beneficiary is receiving payments upon the death of an Annuitant and the Beneficiary subsequently dies, any remaining payments shall continue to be paid to an individual or entity that was designated to receive such remaining payments by such Beneficiary. If no such individual or entity was designated, or if the designated individual does not survive the Beneficiary, any remaining payments shall be paid to the Beneficiary's estate.]

SECTION 3 - BENEFICIARY

The Annuitant may by Notice designate a Beneficiary and the Annuitant may change such designation at any time. If the existing Beneficiary is irrevocable, the existing Beneficiary must also sign the change Notice. Notice of a designation or change of Beneficiary shall upon receipt by the Company take effect as of the date the Notice was signed, whether or not the Annuitant, Joint Annuitant or Beneficiary is living at the time of its receipt. Unless specifically designated as a secondary Beneficiary, all Beneficiaries shall be deemed to be primary Beneficiaries.

Upon the Company's receipt of Notice and satisfactory proof of the Annuitant's death or, if applicable, the death of the Annuitant and Joint Annuitant, benefits shall be paid to the primary Beneficiary. If no primary Beneficiary is living at the time benefits become payable, the Company shall pay the benefits to the secondary Beneficiary. If benefits are to be paid to more than one Beneficiary they shall be paid in equal shares, unless other proportions are set forth in writing to the Company at the time the most current Beneficiary election was made.

If no Beneficiary has been designated or no designated Beneficiary is living at the time any benefits become payable under this Contract, the Company shall pay benefits to the first surviving class of the following:

- (a) to the Annuitant's surviving spouse; or
- (b) to the Annuitant's surviving children in equal shares; or
- (c) to the Annuitant's surviving parents in equal shares; or
- (d) to the Annuitant's surviving brothers and sisters in equal shares; or
- (e) to the executor or administrator of the Annuitant's estate.

SECTION 4 - GENERAL PROVISIONS

Assignment

No assignment of this Contract and no transfer of any rights conferred hereunder, or any benefits described in this Contract, shall be permitted.

Changes

No changes may be made to this Contract or to the benefits provided by this Contract once benefit payments have commenced, except for a change made by the Annuitant as to the name of the Beneficiary.

Contract

This Contract constitutes the entire Contract between the Company and the Annuitant.

All statements in the application for this Contract are representations and not warranties.

This Contract may not be modified as to the Company nor may the Company's rights or requirements be waived, except in writing and by a duly authorized officer of the Company. No change shall affect any benefits which became payable prior to the effective date of such change.

No benefits provided under this Contract shall be less than those required by the state where this Contract is delivered.

Evidence of Survival

- (a) When a benefit payment is contingent upon the survival of any person, evidence of such person's survival must be furnished to the Company at its Home Office, upon request by the Company and in a manner satisfactory to the Company. If the Company does not receive such satisfactory evidence within 30 days of the date of the Company's request, the Company reserves the right to suspend benefit payments until such time as satisfactory evidence is received.
- (b) In addition to any other remedies provided by law, any payments made by the Company that are determined by the Company to be in excess of those provided by the provisions of this Contract shall be deducted to the extent possible from the payments thereafter falling due under this Contract. The amount of any overpayments shall be calculated with interest at the rate of 5% per year.

Facility of Payment

The Company may, at its option, make payments due to a person entitled to receive any payment pursuant to this Contract to any individual or institution that in the opinion of the Company is then caring for or supporting such person, provided that:

- (a) the Company receives evidence satisfactory to it that such person is: (i) physically not capable of giving a valid receipt for such payment, (ii) mentally not competent or not able to give a valid receipt for such payment, or (iii) a minor, and
- (b) the Company has not received evidence satisfactory to it that a guardian or other legal representative of the estate of such person has been appointed.

Payment under this provision of this Contract shall completely discharge the Company from all obligations and liabilities with respect to the payment made.

Misstatements of Age

If the age of any person upon whose life an annuity is based has been misstated, the benefit shall not be invalidated, but the amount of the benefit shall be adjusted to the proper amount as determined on the basis of the correct age.

The amount of any underpayments by the Company due to any such misstatement shall be paid in full with the next payment due with respect to the payee under this Contract. The amount of any overpayments by the Company due to any such misstatement shall be deducted to the extent possible from the payments thereafter falling due with respect to the payee under this Contract. The amount of any underpayments or overpayments in this regard shall be calculated with interest at the rate of 5% per year.

Non Participating Contract

This is a non participating contract and is not eligible for dividends.

Non-Waiver

The Company's rights under this Contract shall not be waived, reduced or denied due to its failure to perform or insist upon the strict performance of any provision or condition of this Contract. Any waiver of a provision or condition by the Company in a particular instance or situation, whether or not at the request of the Annuitant or Joint Annuitant, shall not operate as a blanket waiver for future instances or situations even if the same.

Notices

All Notices must be in writing and delivered to the Home Office by United States mail, unless the Company specifies another manner or place for delivery of a Notice. Such Notices must be in a form satisfactory to the Company. Any entity providing a Notice under this Contract, must furnish the Company with any facts and information that may be required by the Company to act on such Notice. The Company shall not be required to act upon any Notice that does not meet these requirements. Receipt of such Notice shall be deemed to take place on the Business Day such Notice is received by the Company at its Home Office. The Company shall be fully protected in relying upon the information furnished in a Notice, even if the Company does not inquire as to the accuracy or completeness of such information.

The Company shall not be liable for any payment made or action taken prior to receipt of any Notice at its Home Office.

Payment of Benefits

The Company shall make payments under this Contract by check made payable to the payee and mailed directly to the payee at the last known address shown for such payee in the Company's records. At the request of the payee, and with the agreement of the Company, payment may be made by electronic funds transfer.

Severability of Provisions

If any provision under this Contract is determined to be invalid, the remainder of the provisions shall remain in full force and effect.

Termination of Contract

At any time that no future payments are due under this Contract this Contract shall terminate.

SERFF Tracking Number: MALI-126267017 State: Arkansas
 Filing Company: Mutual of America Life Insurance Company State Tracking Number: 43241
 Company Tracking Number: SUPPCON-2009
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
 Product Name: SUPPCON-2009
 Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: ReadabilitySuppcon.pdf		
Bypassed - Item: Application Bypass Reason: Not Applicable Comments:		
Satisfied - Item: Cover Letter Comments: Attachment: CL_AR.pdf		
Satisfied - Item: Statement of Variability Comments: Attachment: SupplementaryContractwithindicator.pdf		

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

320 PARK AVENUE NEW YORK NY 10022-6839 • 212 224 1600

(hereafter called the "Company")

**CERTIFICATION OF COMPLIANCE
READABILITY REQUIREMENTS**

I hereby certify that the form(s) indicated below meet the standards of readability.

The form(s) indicated below have attained the computed Flesch score shown for the form(s).

FORM(S) CONTAINED IN THIS FILING AND FLESCH SCORE:

SUPPCON-2009

Flesch score- 51.249

DATE: August 14, 2009



Manager
State Compliance & Govt. Regulations

0751 a--5

GENERAL

MUTUAL OF AMERICA
LIFE INSURANCE COMPANY

MUTUAL OF AMERICA

320 PARK AVENUE
NEW YORK NY 10022-6839
212 224 1600
212 224 2500 FAX

August 14, 2009

Dan Honey
Analyst
Arkansas Insurance Department
1200 West 3rd Street
Little Rock, AR 72201-1904

NAIC No. 88668

Re: Form No. SUPPCON-2009

Dear Mr. Honey

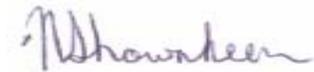
To the best of our knowledge and belief, this submission complies with the laws and regulations of the State of Arkansas.

We are filing the above-referenced form for your approval. This form is new and does not replace any previously approved form. Upon approval this form will be used on a general basis as set forth below.

Form SUPPCON-2009 will be used when a beneficiary elects, during the death claim process, to receive a death benefit in the form of an annuity. A description of the annuity benefit selected by the beneficiary will appear in Section 2 of this form.

Thank you for reviewing this submission. If you should have any questions concerning this filing please e-mail me at nia.shownkeen@mutualofamerica.com or call me at (212)-224-1124.

Sincerely,



Nia Shownkeen
Assistant Documentation Specialist
State Compliance and Government Regulations
212-224-1124

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

320 PARK AVENUE NEW YORK NY 10022-6839 • 212 224 1600
(hereafter called the "Company")

MEMORANDUM OF VARIABLE MATERIAL (08/06/2009)

FOR

SUPPCON-2009

The following comments describe the nature and scope of the illustrative and variable material in the form and are numbered to correspond to the numbers that have been placed adjacent to the bracketed material in the attached copy.

- 1) On the face page of the policy, and in the definition of Home Office (page 5), the Company's address, and telephone number on the face page are bracketed to permit any changes that may occur to this information in future new issues of the policy.
- 2) The John Doe information on the face page is bracketed to reflect the client-specific information for each policy.
- 3) The name/title of the officers of the Company on the face page are bracketed to reflect any changes in this information at the time the contract is issued, but the contract shall always be signed by an officer of the Company.
- 4) The page numbers in the Table of Contents are bracketed and will vary depending on the length of the description of the annuity benefit in Section 2- Annuity Benefit.
- 5) The annuity benefits selections are bracketed under the Section 2 Annuity Benefits. Only the annuity benefit selected and shown as the Form of Annuity on the face page of the policy will appear in Section 2.

MUTUAL OF AMERICA LIFE INSURANCE COMPANY

[1] [320 PARK AVENUE NEW YORK NY 10022-6839 • 212 224 1600]

(hereafter called the "Company")

Supplementary Contract

ANNUITANT: [John Doe]

JOINT ANNUITANT: [Jane Doe/Not Applicable] [2]

ANNUITY COMMENCEMENT DATE: [December 1, 2009]

DATE OF ISSUE: [August 13, 2009]

STATE OF DELIVERY: [Alabama]

FORM OF ANNUITY: [120 Month Period Certain and Continuous Annuity]

MONTHLY ANNUITY PAYMENT:
Annuitant: [600.00]
Joint Annuitant: [\$340.00/Not Applicable]

BENEFICIARY: [Mary Smith]

CONSIDERATION: [\$100,000.00]

As of the Annuity Commencement Date the Company shall pay, subject to the provisions of this Contract, the annuity benefits as provided in this Contract.

This Contract is issued as a result of a death benefit settlement option on the life of [Frank Smith - DOD 11/5/02]. [2]

This Contract is executed by the Company at its Home Office in New York, New York on the Date of Issue.

[3] [Cindy Lee]

Second Vice President

[3] [Thomas J. Moran]

Chairman, President and Chief Executive Officer

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SECTION 1 - DEFINITIONS

The following terms as used in this Contract shall have the meaning defined unless a different meaning is required by the context. Words in the singular form as used in this Contract shall be construed as though they were also used in the plural form in all cases where they would so apply and vice versa.

Annuitant

The individual named as the Annuitant on the face page of this Contract.

Annuity Commencement Date

The date shown as the Annuity Commencement Date on the face page of this Contract.

Beneficiary

An individual or entity who is to receive on or after the Annuity Commencement Date, the remainder, if any, of payments due under any annuity option elected pursuant to this Contract.

Business Day

Any day on which the Company is open for business and the New York Stock Exchange is open for trading. The Business Day shall end as of the close of trading of the New York Stock Exchange (normally 4:00 p.m. Eastern Time).

Consideration

The amount shown as the Consideration on the face page of this Contract.

Contract

This supplementary contract together with any amendments to this contract that may be made from time to time.

Date of Issue

The date shown as the Date of Issue in the face page of this Contract.

Home Office

1

The Company's office at [320 Park Avenue, New York, NY 10022], or such other location as the Company may announce by advance written notification.

Joint Annuitant

The individual, if any, named as the Joint Annuitant on the face page of this Contract.

Notice

Any communication to the Company with respect to this Contract, regardless of how referred to in this Contract, including, but not limited to, requests for information and designations of Beneficiaries.

SECTION 2 - ANNUITY BENEFIT

On the Annuity Commencement Date the Company shall pay the following annuity benefit:

[NON-REFUND LIFE ANNUITY. The Company shall make a monthly annuity payment to the Annuitant, in the amount shown on the face page of this Contract, during the Annuitant's lifetime. Upon the Annuitant's death no additional payments shall be made.]

5

[PERIOD CERTAIN AND CONTINUOUS ANNUITY. The Company shall make a monthly annuity payment to the Annuitant, in the amount shown on the face page of this Contract, during the Annuitant's lifetime. Upon the Annuitant's death before the end of the period certain shown on the face page of this Contract, annuity payments shall continue to be paid to the Beneficiary until the end of such period certain.

When a Beneficiary is receiving payments upon the death of an Annuitant and the Beneficiary subsequently dies, any remaining payments shall continue to be paid to an individual or entity that was designated to receive such remaining payments by such Beneficiary. If no such individual or entity was designated, or if the designated individual does not survive the Beneficiary, any remaining payments shall be paid to the Beneficiary's estate.]

[JOINT AND SURVIVOR LIFE ANNUITY. The Company shall make a monthly annuity payment to the Annuitant, in the amount shown on the face page of this Contract, during the Annuitant's lifetime. Upon the Annuitant's death, monthly annuity payments shall be payable to the Joint Annuitant during the lifetime of the Joint

Annuitant, if living, in the amount shown on the face page of this Contract for the Joint Annuitant. Upon the death of the Annuitant and the Joint Annuitant no additional payments shall be made.]

[JOINT AND SURVIVOR LIFE ANNUITY WITH PERIOD CERTAIN. The Company shall make a monthly annuity payment to the Annuitant, in the amount shown on the face page of this Contract, during the Annuitant's lifetime. Upon the Annuitant's death, monthly annuity payments shall be payable to the Joint Annuitant during the lifetime of the Joint Annuitant, if living, in the amount shown on the face page of this Contract for the Joint Annuitant. If both the Annuitant and Joint Annuitant die before annuity benefits have been paid for the period certain shown on the face page of this Contract, annuity payments shall continue to be paid to the Beneficiary until the end of such period certain. The amount of the monthly annuity payment payable to such Beneficiary shall be the amount of the monthly annuity payment being paid under this Contract immediately before the date payments to such Beneficiary begin. In the event of the simultaneous death of the Annuitant and Joint Annuitant, or if it cannot be determined who was the first to die, it shall be assumed that the Joint Annuitant died before the Annuitant.

When a Beneficiary is receiving payments upon the death of an Annuitant or a Joint Annuitant and the Beneficiary subsequently dies, any remaining payments shall continue to be paid to an individual or entity that was designated to receive such remaining payments by such Beneficiary. If no such individual or entity was designated, or if the designated individual does not survive the Beneficiary, any remaining payments shall be paid to the Beneficiary's estate.]

[FULL CASH REFUND ANNUITY. The Company shall make a monthly annuity payment to the Annuitant, in the amount shown on the face page of this Contract, during the Annuitant's lifetime. Upon the Annuitant's death, a single sum payment equal to (a) the Consideration, less (b) the total of all monthly annuity payments made to the Annuitant since the Annuity Commencement Date shall be paid to the Beneficiary.]

[PERIOD CERTAIN WITHOUT LIFE CONTINGENCY. The Company shall make a monthly payment to the Annuitant, in the amount and for the period certain shown on the face page of this Contract. Upon the Annuitant's death before the end of such period certain, monthly payments shall continue to be paid to the Beneficiary until the end of such period certain.

When a Beneficiary is receiving payments upon the death of an Annuitant and the Beneficiary subsequently dies, any remaining payments shall continue to be paid to an individual or entity that was designated to receive such remaining payments by such Beneficiary. If no such individual or entity was designated, or if the designated individual does not survive the Beneficiary, any remaining payments shall be paid to the Beneficiary's estate.]

SECTION 3 - BENEFICIARY

The Annuitant may by Notice designate a Beneficiary and the Annuitant may change such designation at any time. If the existing Beneficiary is irrevocable, the existing Beneficiary must also sign the change Notice. Notice of a designation or change of Beneficiary shall upon receipt by the Company take effect as of the date the Notice was signed, whether or not the Annuitant, Joint Annuitant or Beneficiary is living at the time of its receipt. Unless specifically designated as a secondary Beneficiary, all Beneficiaries shall be deemed to be primary Beneficiaries.

Upon the Company's receipt of Notice and satisfactory proof of the Annuitant's death or, if applicable, the death of the Annuitant and Joint Annuitant, benefits shall be paid to the primary Beneficiary. If no primary Beneficiary is living at the time benefits become payable, the Company shall pay the benefits to the secondary Beneficiary. If benefits are to be paid to more than one Beneficiary they shall be paid in equal shares, unless other proportions are set forth in writing to the Company at the time the most current Beneficiary election was made.

If no Beneficiary has been designated or no designated Beneficiary is living at the time any benefits become payable under this Contract, the Company shall pay benefits to the first surviving class of the following:

- (a) to the Annuitant's surviving spouse; or
- (b) to the Annuitant's surviving children in equal shares; or
- (c) to the Annuitant's surviving parents in equal shares; or
- (d) to the Annuitant's surviving brothers and sisters in equal shares; or
- (e) to the executor or administrator of the Annuitant's estate.

SECTION 4 - GENERAL PROVISIONS

Assignment

No assignment of this Contract and no transfer of any rights conferred hereunder, or any benefits described in this Contract, shall be permitted.

Changes

No changes may be made to this Contract or to the benefits provided by this Contract once benefit payments have commenced, except for a change made by the Annuitant as to the name of the Beneficiary.

Contract

This Contract constitutes the entire Contract between the Company and the Annuitant.

All statements in the application for this Contract are representations and not warranties.

This Contract may not be modified as to the Company nor may the Company's rights or requirements be waived, except in writing and by a duly authorized officer of the Company. No change shall affect any benefits which became payable prior to the effective date of such change.

No benefits provided under this Contract shall be less than those required by the state where this Contract is delivered.

Evidence of Survival

- (a) When a benefit payment is contingent upon the survival of any person, evidence of such person's survival must be furnished to the Company at its Home Office, upon request by the Company and in a manner satisfactory to the Company. If the Company does not receive such satisfactory evidence within 30 days of the date of the Company's request, the Company reserves the right to suspend benefit payments until such time as satisfactory evidence is received.
- (b) In addition to any other remedies provided by law, any payments made by the Company that are determined by the Company to be in excess of those provided by the provisions of this Contract shall be deducted to the extent possible from the payments thereafter falling due under this Contract. The amount of any overpayments shall be calculated with interest at the rate of 5% per year.

Facility of Payment

The Company may, at its option, make payments due to a person entitled to receive any payment pursuant to this Contract to any individual or institution that in the opinion of the Company is then caring for or supporting such person, provided that:

- (a) the Company receives evidence satisfactory to it that such person is: (i) physically not capable of giving a valid receipt for such payment, (ii) mentally not competent or not able to give a valid receipt for such payment, or (iii) a minor, and
- (b) the Company has not received evidence satisfactory to it that a guardian or other legal representative of the estate of such person has been appointed.

Payment under this provision of this Contract shall completely discharge the Company from all obligations and liabilities with respect to the payment made.

Misstatements of Age

If the age of any person upon whose life an annuity is based has been misstated, the benefit shall not be invalidated, but the amount of the benefit shall be adjusted to the proper amount as determined on the basis of the correct age.

The amount of any underpayments by the Company due to any such misstatement shall be paid in full with the next payment due with respect to the payee under this Contract. The amount of any overpayments by the Company due to any such misstatement shall be deducted to the extent possible from the payments thereafter falling due with respect to the payee under this Contract. The amount of any underpayments or overpayments in this regard shall be calculated with interest at the rate of 5% per year.

Non Participating Contract

This is a non participating contract and is not eligible for dividends.

Non-Waiver

The Company's rights under this Contract shall not be waived, reduced or denied due to its failure to perform or insist upon the strict performance of any provision or condition of this Contract. Any waiver of a provision or condition by the Company in a particular instance or situation, whether or not at the request of the Annuitant or Joint Annuitant, shall not operate as a blanket waiver for future instances or situations even if the same.

Notices

All Notices must be in writing and delivered to the Home Office by United States mail, unless the Company specifies another manner or place for delivery of a Notice. Such Notices must be in a form satisfactory to the Company. Any entity providing a Notice under this Contract, must furnish the Company with any facts and information that may be required by the Company to act on such Notice. The Company shall not be required to act upon any Notice that does not meet these requirements. Receipt of such Notice shall be deemed to take place on the Business Day such Notice is received by the Company at its Home Office. The Company shall be fully protected in relying upon the information furnished in a Notice, even if the Company does not inquire as to the accuracy or completeness of such information.

The Company shall not be liable for any payment made or action taken prior to receipt of any Notice at its Home Office.

Payment of Benefits

The Company shall make payments under this Contract by check made payable to the payee and mailed directly to the payee at the last known address shown for such payee in the Company's records. At the request of the payee, and with the agreement of the Company, payment may be made by electronic funds transfer.

Severability of Provisions

If any provision under this Contract is determined to be invalid, the remainder of the provisions shall remain in full force and effect.

Termination of Contract

At any time that no future payments are due under this Contract this Contract shall terminate.