

SERFF Tracking Number: METK-126293182 State: Arkansas  
Filing Company: MetLife Investors USA Insurance Company State Tracking Number: 43431  
Company Tracking Number: MGGI (10/09)  
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.004 Modified Single Premium  
Product Name: MGGI  
Project Name/Number: MGGI/MGGI (10/09)

## Filing at a Glance

Company: MetLife Investors USA Insurance Company

Product Name: MGGI SERFF Tr Num: METK-126293182 State: Arkansas  
TOI: A03I Individual Annuities - Deferred SERFF Status: Closed-Approved- State Tr Num: 43431  
Variable Closed  
Sub-TOI: A03I.004 Modified Single Premium Co Tr Num: MGGI (10/09) State Status: Approved-Closed  
Filing Type: Form Reviewer(s): Linda Bird  
Authors: Karen Foley, Pam Kerry, Disposition Date: 09/14/2009  
Barry Sullivan, Doreen Talone,  
Sarah Neil, Janice Bellot  
Date Submitted: 09/03/2009 Disposition Status: Approved-  
Closed  
Implementation Date Requested: On Approval Implementation Date:  
State Filing Description:

## General Information

Project Name: MGGI Status of Filing in Domicile: Pending  
Project Number: MGGI (10/09) Date Approved in Domicile:  
Requested Filing Mode: Review & Approval Domicile Status Comments:  
Explanation for Combination/Other: Market Type: Individual  
Submission Type: New Submission Group Market Size:  
Overall Rate Impact: Group Market Type:  
Filing Status Changed: 09/14/2009 Explanation for Other Group Market Type:  
State Status Changed: 09/14/2009  
Deemer Date: Created By: Barry Sullivan  
Submitted By: Barry Sullivan Corresponding Filing Tracking Number: MGGI  
(10/09)

### Filing Description:

The following forms are attached for review and approval. Forms MGGI (10/09), MGGI-CS (10/09), MGGI-IRA (10/09) and 8800 (10/09) are new and do not replace any previously filed forms.

Form MGGI (10/09) is an Individual Modified Single Premium Deferred Variable Annuity contract with a Guaranteed Withdrawal Benefit for Life. This product is designed to provide investors with a means to accumulate capital on a tax-deferred basis and make withdrawals of a guaranteed amount each Contract Year beginning when the youngest

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Annuitant reaches age 59½ and lasting for the life or lives of the Annuitant(s). Form MGGI (10/08) also provides fixed annuity income to Annuitant(s) starting on the Annuity Date. Owners will be able to purchase a contract on a non-qualified basis or on a qualified basis as an Individual Retirement Annuity (“IRA”) under Section 408(b) of the Internal Revenue Code of 1986, as amended. Generally, individuals interested in MGGI (10/09) will be between the ages of 50-85.

Contract Schedule, form MGGI-CS (10/09), represents computer-generated information that will change in accordance with the specifications of a particular contract owner/annuitant.

Form MGGI-IRA (10/09) is an Individual Retirement Annuity Endorsement used to meet the requirements under Section 408(b) of the Internal Revenue Code of 1986.

Form 8800 (10/09), Individual Variable Annuity Application will be completed by a prospective contract owner/annuitant when an applicant purchases this product. Note, the application will not be attached to the contract at issue.

These forms do not contain any unusual or possibly controversial items from normal company or industry standards.

These forms have been completed in John Doe fashion. Material that is bracketed is variable and is subject to change in accordance with the circumstances of a particular case or insured. These forms are submitted in final printed format and are subject to only minor modification in paper size and stock, ink, border, company logo, typographical errors and adaptation to computer printing.

Please note that this policy is a variable annuity, which is subject to federal jurisdiction and is exempt from readability requirements.

Thank you for your review of this filing.

## Company and Contact

### Filing Contact Information

Pam Kerry, Policy Forms Consultant pkerry@metlife.com  
501 Boylston Street 617-578-2298 [Phone]  
Boston, MA 02116 617-578-5505 [FAX]

### Filing Company Information

MetLife Investors USA Insurance Company CoCode: 61050 State of Domicile: Delaware  
222 Delaware Ave. Group Code: 241 Company Type: Life

SERFF Tracking Number: METK-126293182 State: Arkansas  
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 Product Name: MGGI  
 Project Name/Number: MGGI/MGGI (10/09)  
 Suite 900 Group Name: MetLife Group State ID Number:  
 P.O. Box 25130 FEIN Number: 54-0696644  
 Wilmington, DE 19899  
 (617) 578-2000 ext. [Phone]

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**Filing Fees**

Fee Required? Yes  
 Fee Amount: \$200.00  
 Retaliatory? Yes  
 Fee Explanation: Delaware - state of domicile - charges \$50.00 per form. Four forms filed - \$200.00.  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
MetLife Investors USA Insurance Company	\$200.00	09/03/2009	30331284

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/14/2009	09/14/2009

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	09/10/2009	09/10/2009	Pam Kerry	09/11/2009	09/11/2009

*SERFF Tracking Number:*      *METK-126293182*                      *State:*                      *Arkansas*  
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*Company Tracking Number:*      *MGGI (10/09)*  
*TOI:*                      *A031 Individual Annuities - Deferred Variable*      *Sub-TOI:*                      *A031.004 Modified Single Premium*  
*Product Name:*              *MGGI*  
*Project Name/Number:*      *MGGI/MGGI (10/09)*

## **Disposition**

Disposition Date: 09/14/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: METK-126293182 State: Arkansas  
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 Project Name/Number: MGGI/MGGI (10/09)

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	No	No
Supporting Document	Application	No	No
Supporting Document	Life & Annuity - Actuarial Memo	No	No
Supporting Document	Statement of Variability	No	No
Supporting Document	Consumer Information Notice	No	No
Supporting Document	Life and Health Guaranty Notice	No	No
Supporting Document	Certification	No	No
Form	MetLife Growth & Guaranteed Income Contract	No	No
Form	MetLife Growth & Guaranteed Income Contract Schedule	No	No
Form	Individual Retirement Annuity Endorsement	No	No
Form	Variable Annuity Application	No	No

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## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 09/10/2009  
Submitted Date 09/10/2009  
Respond By Date 10/12/2009

Dear Pam Kerry,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: Ark. Code Ann. 23-79-138 requires that a Consumer Information Notice accompany every policy. Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule. You may satisfy these requirements by including copies of the notices with your filing or certifying that you are in compliance.

Filings of variable contracts must be accompanied by a certification that Regulation 33, in particular Articles VI, VII, IX and XI, has been reviewed and that the company is in compliance. Although Regulation 33 is specifically addressed to variable life, many of the same concerns affect variable annuities and the regulation should be satisfied in as for as it applies to annuities.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 09/11/2009  
Submitted Date 09/11/2009

Dear Linda Bird,

### Comments:

Thank you for your letter dated September 10, 2009. The following change(s) and/or comments are in response to your letter.

### Response 1

Comments: Pursuant to Ark. Code Ann. 23-79-138 and Regulation 49 we are attaching the Consumer Information Notice, AR-CN (10/09) and Life and Health guaranty notice, AR-GAN (10/09) that will accompany every contract at issue.

We have reviewed and are in compliance with Regulation 33, Articles VI, VII, IX and XI. Please reference attached certification.

### Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that a Consumer Information Notice accompany every policy. Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule. You may satisfy these requirements by including copies of the notices with your filing or certifying that you are in compliance.

Filings of variable contracts must be accompanied by a certification that Regulation 33, in particular Articles VI, VII, IX and XI, has been reviewed and that the company is in compliance. Although Regulation 33 is specifically addressed to variable life, many of the same concerns affect variable annuities and the regulation should be satisfied in as far as it applies to annuities.

### Changed Items:

#### Supporting Document Schedule Item Changes

Satisfied -Name: Consumer Information Notice

Comment: Per Objection letter dated 9/10/09- Objection #1

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*Product Name:*              *MGGI*  
*Project Name/Number:*      *MGGI/MGGI (10/09)*

Satisfied -Name: Life and Health Guaranty Notice  
Comment: Per Objection letter dated 9/10/09- Objection #1  
Satisfied -Name: Certification  
Comment: Per Objection letter dated 9/10/09- Objection #1

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

I hope that this information will allow you to continue your review of this filing.

Sincerely,  
Barry Sullivan, Doreen Talone, Janice Bellot, Karen Foley, Pam Kerry, Sarah Neil

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## Form Schedule

### Lead Form Number: MGGI (10/09)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	MGGI (10/09)	Policy/Cont	MetLife Growth & Fraternal Contract Certificate	Initial		0.000	MGGI (10-09).pdf
	MGGI-CS (10/09)	Schedule Pages	MetLife Growth & Guaranteed Income Contract Schedule	Initial		0.000	MGGI-CS (10-09).pdf
	MGGI-IRA (10/09)	Certificate	Individual Retirement Annuity Endorsement, Insert Page, Endorsement or Rider	Initial		0.000	MGGI-IRA (10-09).pdf
	8800 (10/09)	Application/Enrollment Form	Variable Annuity Application	Initial		0.000	MGGI_Generi c JD_APP.pdf



**METLIFE INVESTORS USA INSURANCE COMPANY**

(A Stock Company)

[222 Delaware Avenue - Suite 900  
P.O. Box 25130  
Wilmington, DE 19899]

**DEFERRED VARIABLE ANNUITY**

**Modified Single Purchase Payment  
Variable Accumulation Values  
Fixed Annuity Income Payments  
Guaranteed Withdrawal Benefit For Life  
Nonparticipating**

MetLife Investors USA Insurance Company (also referred to as "MLI USA", "we", "us" or "our") agrees to pay guaranteed withdrawal amounts starting after the youngest Annuitant reaches the Minimum Lifetime Income Age and monthly fixed Annuity Income to the Owner(s) starting on the Annuity Date.

These agreements are subject to all the provisions of this Contract.

This Contract has been issued in consideration of the single Purchase Payment.

**ALL PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT, WHEN BASED ON INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT. (SEE CONTRACT VALUE, PAGE 11).**

Signed for the Company.

  
[\_\_\_\_\_] [\_\_\_\_\_] [Secretary]  
[\_\_\_\_\_] [\_\_\_\_\_] [President]

**RIGHT TO RETURN THE CONTRACT**

When this Contract is issued, You have 10 days after You receive it from us to examine it, unless state law requires a longer period of time. Within those 10 days, You can return the Contract to us at our Annuity Service Center for any reason. If You do, the Contract will be canceled and will be void from the beginning. We will promptly refund the amount of your Purchase Payment plus or minus the investment performance of the Contract or your Purchase Payment (without interest) if required by state law. If your Free Look Period ends on a non-Business Day, the next Business Day will be used.

**PLEASE READ YOUR CONTRACT CAREFULLY**

This is a legal contract between you and us.

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## GLOSSARY

**Accumulation Unit** - A unit of interest in an Investment Option.

**Accumulation Unit Value** - The value of a particular Accumulation Unit at a particular time.

**Annuitant or Annuitants** - The person(s) designated by the Owner(s) whose age and life determine eligibility for benefits under the Guaranteed Withdrawal Benefit For Life provision and the annuity provisions.

**Annuity Service Center** – The Annuity Service Center is identified in the Contract Schedule, and we reserve the right to change the Annuity Service Center by written notice to you.

**Annuity Date** - The date on which Annuity Income begins. We show this date on the Contract Schedule.

**Annuity Income** – The series of payments made to the Owner or other named payee after the Annuity Date under the Annuity Income Option elected.

**Attained Age** – The age of any Owner or Annuitant on his/her last birthday.

**Beneficiary or Beneficiaries** - The person or persons you name to receive money from the Contract if all the Owners and Annuitants die.

**Business Day** - Each day that the New York Stock Exchange is open for business. The Variable Account will be valued each Business Day. A Business Day ends as of the close of regular trading on the New York Stock Exchange (normally 4 p.m. Eastern Time).

**Code** - The Internal Revenue Code of 1986, as amended.

**Company** – MetLife Investors USA Insurance Company

**Contract Anniversary** - The same month and day as the Contract Date in each later year.

**Contract Date** - The date your Contract becomes effective. We show this date on the Contract Schedule.

**Contract Value** - The total amount attributable to a Contract at any time before the Annuity Date.

**Contract Year** - A year that starts on the Contract Date or a Contract Anniversary and ends at the close of business on the day before the next Contract Anniversary.

**Exchanges** - Transfers of values among the Investment Options.

**Free Look Period** – The 10-day period, or longer if required by state law, from when you receive the Contract to examine it and return to us at our Annuity Service Center for any reason.

**Funds** - The mutual fund portfolios in which the Investment Options invest.

**Gross Withdrawal** – The amount by which a withdrawal reduces the Contract Value. Such amount may include a Surrender Charge and taxes.

**Guaranteed Withdrawal Benefit Amount (“GWB Amount”)** – The amount you are eligible to withdraw each Contract Year after the youngest Annuitant reaches the Minimum Lifetime Income Age shown on the Contract Schedule.

**Guaranteed Withdrawal Benefit Value (“GWB Value”)** – The value we use to determine your GWB Amount.

**Investment Options** - The Subaccounts of the Variable Account to which the Contract Value may be allocated. Each Subaccount invests exclusively in the shares of one Fund.

**IRA** – This term refers generally to both an Individual Retirement Account and an Individual Retirement Annuity as defined in sections 408(a) and (b) respectively, of the Code. When it is used to refer to a Qualified Contract, it means a Contract that qualifies as an Individual Retirement Annuity as defined in section 408(b) of the Code.

**Minimum Lifetime Income Age** – The minimum age when the youngest Annuitant is eligible to withdraw the GWB Amount. We show this age on the Contract Schedule.

**Money Market Period** – The period of time that we allocate your Purchase Payment to the Money Market Portfolio equal to either 15 days or the length of time we are required to return at least the amount of your Purchase Payment, whichever is longer.

**Non-qualified Contract** – A contract other than a Qualified Contract. This type of Contract may be purchased with money from any source.

**Notice** – Any form of communication providing information we need, either in signed writing or another manner that we approve in advance. All Notices to us must be sent to our Annuity Service Center and received in good order. To be effective for a Business Day, a Notice must be received in good order prior to the end of that Business Day.

**Owner(s)** - also "You", "you" or "Your", "your" - The person(s) or entity who has the ownership rights and privileges under the Contract. If Joint Owners purchase the Contract, they must be spouses. Once the Contract is issued, the Owner(s) may not be changed or removed, except as otherwise provided in the Contract.

**Qualified Contract** – A Contract that qualifies as an Individual Retirement Annuity under Section 408(b) of the Code.

**Purchase Payment** - The single premium amount you invest in a Contract before any deduction for premium taxes.

**Subaccounts** - The divisions of the Variable Account, each of which invests exclusively in the shares of one Fund.

**Total Return** - A measure of the investment performance for an Investment Option from one Valuation Period to the next.

**Valuation Period** - The period of time between one determination of the value of Accumulation Units to the next determination. We make determinations as of the close of each Business Day.

**Withdrawal Percentage** – The percentage we use to determine the GWB Amount for your Contract each Contract Year. The first withdrawal you make after the youngest Annuitant reaches the Minimum Lifetime Income Age will determine the Withdrawal Percentage for the duration of your Contract.

## **CHARGES UNDER THE CONTRACT**

The following are all the charges we make under your Contract.

- (1) **Mortality and Expense Charge.** We assess a daily charge against each Contract's assets in the Variable Account at the annual rate shown on your Contract Schedule.
- (2) **Surrender Charge.** We assess the Surrender Charge shown on the Contract Schedule for withdrawals made during the Surrender Charge period shown on your Contract Schedule. The Surrender Charge is assessed against the amount you request to be withdrawn. No Surrender Charge will apply to (i) any eligible GWB Amount withdrawal, (ii) withdrawals from a Qualified Contract that are necessary to comply with the minimum required distributions under the Code and are taken as part of a Systematic Withdrawal Program offered by us, or (iii) withdrawals that are required following the death of an Owner. A Surrender Charge will not be assessed on any portion of the Contract Value allocated to provide Annuity Income commencing on the Annuity Date.
- (3) **Premium and Other Taxes.** Any taxes paid by us to any governmental entity relating to this Contract may be deducted from the Purchase Payment or Contract Value when incurred. We will, at our sole discretion determine when taxes relate to the Contract, including when they have resulted from the investment experience of the Variable Account; receipt by us of the Purchase Payment; or commencement of annuity payments. We may, at our sole discretion, pay taxes when due and deduct that amount from the Contract Value at a later date. Payment at an earlier date does not waive any right we may have to deduct amounts at a later date. We will deduct any withholding taxes or other taxes required by applicable law.

## **PURCHASE PAYMENTS**

### **Application and Purchase Payment**

To purchase a Contract, you must generally make a single Purchase Payment of at least the Minimum Purchase Payment amount shown on the Contract Schedule.

We will apply the Purchase Payment to the purchase of a Contract within two Business Days after we receive the application and Purchase Payment in good order at our Annuity Service Center.

The address of our Annuity Service Center is shown on the Contract Schedule. The date that we first credit your Purchase Payment or a portion thereof and on which your Contract becomes effective is the Contract Date. Additional Purchase Payments are not allowed.

If more than one annuity contract or life insurance policy is being exchanged, or if your Purchase Payment will be paid from different sources (e.g. personal check and proceeds from a brokerage account), we will allow the proceeds to be used as the Purchase Payment for the Contract. We reserve the right to refuse to accept any portion of the Purchase Payment not received by the Company within 90 days of the Contract Date.

We reserve the right to revoke the Contract if proceeds from all of the exchanged annuity contracts or life insurance policies or other different sources do not equal, in the aggregate, the Minimum Purchase Payment. The Minimum Purchase Payment is shown on your Contract Schedule. If the Contract is revoked, we will return the Contract Value without application of any Surrender Charges.

We will request any information needed to complete the application in good order. If your application remains incomplete or otherwise unacceptable to the Company for five Business Days, we will generally return your Purchase Payment. We will not return your Purchase Payment only if we obtain your specific permission to retain the Purchase Payment until your application is finalized.

### **Purchase Payments Made With Returned Checks Or Unfunded Electronic Funds Transfers**

If you make a Purchase Payment with a check that is returned to us unpaid for any reason, or if your Purchase Payment is made by an electronic funds transfer that is later reversed, we will (1) reverse the transaction; and (2) if the reversal results in a loss to us of more than \$1,000 to us, redeem a sufficient number of Accumulation Units from the Investment Options at the current Accumulation Unit Values to reimburse us for the amount of the loss. We will take money proportionately from all your Investment Options. If your Contract Value is less than you owe us we may take legal action against you to recover any remaining losses.

## **Investment Allocation of Your Purchase Payments**

You choose how to allocate your Purchase Payment among the available Investment Options and the percentage to be allocated to each. Allocation instructions may be expressed in dollars or in percentages. All instructions must be in whole numbers, not decimals or fractions. Instructions may be unclear or incomplete if percentage allocations do not total 100% or for some other reason. In the case of incomplete or unclear instructions, we will not be responsible for changes in unit values or for lost market opportunities. Unless we otherwise agree, you may not choose to allocate your Purchase Payment or Contract Value to the Money Market Investment Option at any time.

During the Contract's Money Market Period, we will allocate your Purchase Payment to the Money Market Investment Option if (i) your Contract is a Non-qualified Contract issued in a state that requires a return of Purchase Payment or (ii) if your Contract is a Qualified Contract. If you cancel the Contract during the Money Market Period, we will return the greater of your Purchase Payment or your Contract Value. At the end of the Money Market Period, we will transfer your Contract Value to the other Investment Options in accordance with your most recent allocation instructions.

At the time any Purchase Payment is invested in an Investment Option, we credit a number of Accumulation Units to your Contract based on each Investment Option's current Accumulation Unit Value.

## **CONTRACT VALUE**

### **Contract Value**

The Contract Value is the total amount attributable to your Contract at any time before the Annuity Date. It is the sum of your interests in Accumulation Units of the Investment Options. The amount of the Contract Value is not guaranteed. It will vary with the investment performance of the Investment Options in which your Contract Value is allocated.

## **THE VARIABLE ACCOUNT**

### **Variable Account**

The Variable Account is described in the Contract Schedule.

We are the legal owner of the assets in the Variable Account. As required by law, however, the assets of the Variable Account are kept separate from our general account assets and from any other separate accounts we may have. Variable Account assets may not be charged with liabilities from any other business we conduct.

The assets in the Variable Account will always be at least equal to the reserves and other liabilities of the Variable Account. If the assets exceed the required reserves and

other liabilities, we may transfer the excess to our general account. We are obligated to pay all benefits provided under the Contracts.

We reserve the right to operate the Variable Account as a management investment company under the Investment Company Act of 1940 or its successor or any other form permitted by law. We may deregister the Variable Account under such Act in the event such registration is no longer required.

We reserve the right to transfer assets of the Variable Account to another account, and to modify the structure or operation of the Variable Account, subject to obtaining any necessary regulatory approvals. If we do so, we guarantee that such modification will not affect your Contract Value.

## **Investment Options**

Each Investment Option is a part of the Variable Account. Each Investment Option invests in a single underlying Fund. On the Contract Date, the Investment Options are those listed on the Contract Schedule. We may make additional Investment Options available to you from time to time. You bear the full investment risk for amounts invested in the Investment Options.

We reserve the right to prohibit or otherwise limit further allocations to an Investment Option, to eliminate an Investment Option, to combine two or more Investment Options, to substitute one Investment Option for another Investment Option or to substitute a new mutual fund for the mutual fund in which an Investment Option invests.

A substitution of Fund may become necessary if, in our judgment, a Fund is no longer available for investment or no longer suits the purposes of the Contracts. We will obtain approval for any substitution from the SEC and any other regulatory agency to the extent legally required.

## **MAKING EXCHANGES AMONG INVESTMENT OPTIONS**

### **General**

Before the Annuity Date, you may make transfers of value ("Exchanges") among the available Investment Options by Notice to us.

Excessive Exchanges can disrupt the ability of a Fund to achieve its investment objective and increase the Fund's expenses. We reserve the right to limit the number of days on which you can make Exchanges to the Maximum Number of Exchange Days as stated on the Contract Schedule each Contract Year. We reserve the right to assess an Exchange Fee as stated on the Contract Schedule if the number of Exchanges in a Contract Year exceeds the Maximum Number of Exchange Days. The Exchange Fee is deducted from the Investment Option from which the Exchange is made. However, if the entire interest in an Investment Option is being transferred, the Exchange Fee will be deducted from the amount which is transferred. You may be further limited as described below in the **Market Timing** provision of this Contract.

Your request to make an Exchange may be expressed in terms of dollars, such as a request to move \$5,000 from one Investment Option to another. You may also request a percentage reallocation among Investment Options. Percentage requests must be made in whole numbers. If you have less than the Minimum Amount To Be Transferred shown on the Contract Schedule in an Investment Option, you may transfer your entire interest in the Investment Option. Otherwise, you must transfer at least the Minimum Amount To Be Transferred.

### **Effective Date of Exchanges Among Investment Options**

Any redemption from an Investment Option that is part of an Exchange among Investment Options will be effected as of the end of the Valuation Period in which we receive Notice.

Generally, the purchase of Accumulation Units in other Investment Options with the proceeds of the redemption will occur at the same time. However, the right to make any Exchange will be limited by any terms and conditions in effect at the time of the Exchange. For example, if your Exchange involves (1) moving from an Investment Option that invests in an equity Fund that is in an illiquid position due to substantial redemptions or exchanges that require it to sell portfolio securities in order to make funds available, or (2) moving to an Investment Option that invests in a Fund that accrues dividends on a daily basis and requires federal funds before accepting a purchase order, then there may be a delay in crediting the amount that is moving to the new Investment Option. To the extent permitted by applicable law, we may defer the Exchange privilege at any time that we are unable to purchase or redeem shares of any of the Investment Options under the Variable Account.

### **Market Timing**

Your right to make transfers or exchanges (Exchanges) is subject to limitations or modification by us if we determine that, in our sole opinion, the exercise of the right by you or you and one or more owners with interests in the Investment Options is, or would be, to the disadvantage of other owners or the Funds. Restrictions may be applied in any manner reasonably designed to prevent any use of the Exchange right that is considered by us to be to the disadvantage of other owners or the Funds. We will notify you, in writing of any restrictions on Exchanges. A limitation or modification could be applied to Exchanges to, or from, one or more of the Investment Options and may include:

- (1) the requirement of a minimum of 30 days between each Exchange and no more than 12 Exchanges per Contract Year;
- (2) not accepting an Exchange request from a third party acting under authorization on behalf of more than one contract owner;
- (3) requiring that You deliver by U.S. Mail (or by any other form of delivery to which we agree) an originally executed written request for an Exchange to our Annuity Service Center;

- (4) any restriction imposed by an underlying Fund;
- (5) not accepting Exchange instructions of individual owners who have executed pre-authorized transfer forms which are submitted by market timing firms or other third parties on behalf of more than one owner.

Frequent requests from owners to make Exchanges may dilute the value of a Fund's shares if the frequent Exchanges involve an attempt to take advantage of pricing inefficiencies created by a lag between a change in the value of the securities held by a Fund and the reflection of that change in the Fund's share price ("arbitrage trading"). Regardless of the existence of pricing inefficiencies, frequent Exchanges may also increase brokerage and administrative costs of the underlying Funds and may disrupt Fund management strategy, requiring a Fund to maintain a high cash position and possibly resulting in lost investment opportunities and forced liquidations ("disruptive trading"). Accordingly, arbitrage trading and disruptive trading activities (referred to collectively as "market timing") may adversely affect the long-term performance of the Funds, which may in turn adversely affect contract owners and other persons who may have an interest in the Contracts (e.g., Annuitants and Beneficiaries). To this end, we may restrict Exchanges to deter market timing.

## **VALUATION PERIOD, TOTAL RETURN, ACCUMULATION UNITS AND ACCUMULATION UNIT VALUE**

### **Valuation Period**

The Valuation Period is the period of time between one determination of the value of Accumulation Units to the next determination. We make determinations as of the close of business on each Business Day.

### **Total Return for an Investment Option**

The Total Return for an Investment Option is a measure of the investment performance for an Investment Option from one Valuation Period to the next. An Investment Option's Total Return depends on the performance of the Fund in which the Investment Option invests.

We determine the Total Return for an Investment Option at the end of each Valuation Period. Such determinations are made as of the close of business each Business Day. The Total Return reflects the investment performance for the Investment Option for the Valuation Period and is net of the asset charges to the Investment Option.

The Total Return for an Investment Option can be greater or less than one. Therefore, the value of an Accumulation Unit in an Investment Option may increase or decrease.

The Total Return for an Investment Option for a Valuation Period is determined by adding (a) and (b), subtracting (c) and dividing the result by (a) where:

- (a) is the value of the assets of the Investment Option at the end of the preceding Valuation Period;
- (b) is the investment income and capital gains, realized or unrealized, credited to the Investment Option during the current Valuation Period;
- (c) is the sum of:
  - (1) the capital losses, realized or unrealized, charged to the Investment Option during the current Valuation Period plus any amount charged or set aside for taxes during the current Valuation Period;

PLUS

- (2) the deduction from the Investment Option during the current Valuation Period at the daily equivalent to an annual rate equal to the Mortality and Expense Charge shown on the Contract Schedule.

### **Accumulation Units and Accumulation Unit Value**

When a Purchase Payment is invested, we credit a number of Accumulation Units. An Accumulation Unit is a unit of measure for an Investment Option. The Accumulation Unit Value for an Investment Option is the value of one Accumulation Unit of that Investment Option at a particular time.

We determine the number of Accumulation Units to credit by dividing the dollar amount allocated to an Investment Option by the value of one Accumulation Unit for that Investment Option as of the end of the Valuation Period.

The value of each Investment Option's Accumulation Units changes with the Total Return of the Investment Option each Business Day.

Any withdrawal from or transfer out of an Investment Option reduces the number of Accumulation Units. Any allocation or transfer into an Investment Option will increase the number of Accumulation Units in that Investment Option.

### **WITHDRAWALS**

Any time before the Annuity Date, you may make a complete or partial withdrawal of your Contract Value.

You may request withdrawals by Notice to us. We will send you the requested withdrawal amount less any applicable Surrender Charge and Premium and Other Taxes deducted. You must send us Notice from all the Owners to make a complete withdrawal.

If you request a partial withdrawal, you may choose the dollar amount or percentage to be withdrawn from each Investment Option. You may specify by Notice to us where to

take the money for a partial withdrawal. If no election is made, we will take the withdrawal proportionately from your interests in the Investment Options.

Partial withdrawals before the youngest Annuitant reaches the Minimum Lifetime Income Age or withdrawals that exceed the Guaranteed Withdrawal Benefit Amount allowed under the Guaranteed Withdrawal Benefit For Life feature may significantly impact the Guaranteed Withdrawal Benefit Amount by proportionally reducing the value upon which the benefit is determined.

In the case of jointly owned Contracts, all withdrawal proceeds will be made payable to both Owners.

We will normally pay you the net amount of any complete or partial withdrawal within seven days after we receive the withdrawal request at the Annuity Service Center. The net amount is the amount of the withdrawal less any applicable Surrender Charge and Premium and Other Taxes deducted. We may defer payment from the Investment Options for longer than seven days under certain limited circumstances described in the **Postponement of Payment** provision of this Contract.

## **GUARANTEED WITHDRAWAL BENEFIT FOR LIFE**

When the youngest Annuitant reaches the Minimum Lifetime Income Age shown on the Contract Schedule, you are eligible to withdraw a specific amount each Contract Year called the Guaranteed Withdrawal Benefit Amount ("GWB Amount"). No benefit is payable until the youngest Annuitant reaches the Minimum Lifetime Income Age. The Annuitant(s) are shown on the Contract's Schedule.

The GWB Amount, described below, is available for withdrawal each Contract Year during the Annuitant(s)' lifetime regardless of the amount in your Contract Value. You may make partial withdrawals up to the GWB Amount during the Contract Year.

You are not required to make any withdrawals. However, unused portions of the GWB Amount in a Contract Year are not cumulative and do not carry over into future Contract Years.

The GWB Amount is determined at the start of each Contract Year by multiplying the Guaranteed Withdrawal Benefit Value ("GWB Value"), described below, by the Withdrawal Percentage shown on the Contract Schedule.

### **GWB Amount**

Once the youngest Annuitant reaches the Minimum Lifetime Income Age, your first withdrawal will determine which Withdrawal Percentage shown on the Contract Schedule applies to your Contract. This Withdrawal Percentage will never change. If the Contract has two Annuitants on the Contract Date and one Annuitant dies before a Withdrawal Percentage is determined, the age of the surviving Annuitant will be used to determine the applicable Withdrawal Percentage.

The initial GWB Amount is determined by multiplying the applicable Withdrawal Percentage by the GWB Value. Once the GWB Amount is determined for a Contract Year, it will not change for the rest of that Contract Year. Before the youngest Annuitant reaches the Minimum Lifetime Income Age, the GWB Amount is zero.

On each subsequent Contract Anniversary, the GWB Amount may change. On each Contract Anniversary, a new GWB Amount will be calculated by multiplying the Withdrawal Percentage, determined as described above, by the GWB Value on that same Contract Anniversary.

Each time you make a withdrawal, your Contract Value will be reduced by the amount of the withdrawal. However, if total withdrawals in any Contract Year exceed the GWB Amount for that same Contract Year, there will be a proportionate reduction in your GWB Value as described below which may result in a lower GWB Amount in future Contract Years.

### **GWB Value**

The GWB Value is a value that is used to determine the GWB Amount each Contract Year. Your Contract will have a GWB Value before the date the youngest Annuitant reaches the Minimum Lifetime Income Age, and during that time the GWB Value may increase or decrease as described below.

The GWB Value on the Contract Date is equal to the Purchase Payment.

If you make withdrawals before the youngest Annuitant reaches the Minimum Lifetime Income Age, the GWB Value will be reduced as described below in the **Withdrawals Before Youngest Annuitant Reaches the Minimum Lifetime Income Age** provision of this Contract.

If you make withdrawals after the youngest Annuitant reaches the Minimum Lifetime Income Age and the total withdrawals in a Contract Year are greater than the GWB Amount for that Contract Year, then the GWB Value will be reduced as described in the **Withdrawals in Excess of Annual GWB Amount** provision of this Contract.

On each Automatic Step-Up Date shown on the Contract Schedule prior to the oldest Annuitant turning the Maximum Automatic Step-Up Age shown on the Contract Schedule, the GWB Value is compared to the Contract Value to determine whether the GWB Value should be increased. If the Contract Value is lower than the GWB Value, the GWB Value will not change. If the Contract Value is greater than the GWB Value, the GWB Value will be automatically increased to equal the Contract Value. If you make a withdrawal on the Contract Anniversary, the withdrawal will be deducted from the Contract Value after it is compared to the GWB Value.

If the Contract has two Annuitants and the oldest Annuitant dies before the Contract Anniversary that falls on or after him or her turning the Maximum Automatic Step-Up Age, the surviving Annuitant's age will be used. If the oldest Annuitant dies on or after the Contract Anniversary that falls on or after him or her turning the Maximum Automatic

Step-Up Age, the GWB Value shall not be compared to the Contract Value and will not increase.

Any new GWB Value will be used to determine the GWB Amount for the rest of that Contract Year once the youngest Annuitant has reached the Minimum Lifetime Income Age and a Withdrawal Percentage has been established by your first withdrawal of a GWB Amount.

### **Withdrawals Before Youngest Annuitant Reaches the Minimum Lifetime Income Age**

You are not eligible to withdraw any part of the GWB Amount until the youngest Annuitant reaches the Minimum Lifetime Income Age.

If you make a withdrawal before the youngest Annuitant reaches the Minimum Lifetime Income Age, the GWB Value is reduced by a percentage determined by dividing the Gross Withdrawal amount by the Contract Value at time of the withdrawal.

We calculate the new GWB Value as follows:

- (1) At the end of the Valuation Period in which you make the Gross Withdrawal, we divide the Gross Withdrawal by what the Contract Value would have been at the end of the Valuation Period had you not taken the withdrawal. The result is the percentage factor used to calculate the reduction in the GWB Value.
- (2) Multiply the percentage determined in (1) by the GWB Value immediately before the Gross Withdrawal. The result is the amount by which the old GWB Value is reduced.

### **Withdrawals in Excess of Annual GWB Amount**

If you withdraw more than the GWB Amount in any Contract Year on or after the youngest Annuitant reaches the Minimum Lifetime Income Age, the GWB Value will only be reduced by an amount equal to the percentage determined by dividing the portion of a Gross Withdrawal that is in excess of the GWB Amount for that Contract Year ("excess Gross Withdrawal") by the Contract Value at time of the excess Gross Withdrawal, as described below.

The new GWB Value following an excess Gross Withdrawal is calculated as follows:

- (1) Determine the portion of the most recent Gross Withdrawal that in combination with the sum of all Gross Withdrawals taken in the current Contract Year, exceeds the GWB Amount for that Contract Year.
- (2) Determine what the Contract Value would have been at the end of the Valuation Period prior to taking the most recent Gross Withdrawal less the portion of the most recent Gross Withdrawal that is eligible to be applied to the GWB Amount in that Contract Year.

- (3) Determine the percentage reduction in GWB Value by dividing the amount determined in (1) by the amount determined in (2).
- (4) Multiply the percentage determined in (3) by the GWB Value prior to the withdrawal.
- (5) Take the GWB Value prior to the Gross Withdrawal and reduce it by the amount determined in (4). This will result in a new GWB Value.

If the Contract is a Qualified Contract and you elect to receive your minimum required distributions under the Code through our Systematic Withdrawal Process described in the **Systematic Withdrawal Program** provision of this Contract, the reference to GWB Amount in (1) and (2) above shall mean “the greater of the GWB Amount or any minimum required distribution under the Code determined exclusively by us from the Contract Value.”

Any Premium and Other Tax amount that we deduct from your Contract Value will not be treated as a Withdrawal in Excess of Annual GWB Amount.

### **Systematic Withdrawal Program and MRD Withdrawals for Qualified Contracts**

You may use our Systematic Withdrawal Program form to make withdrawals in an amount up to your eligible GWB Amount on a periodic basis.

Systematic Withdrawals must be at least the Minimum Systematic Partial Withdrawal shown on the Contract Schedule on a monthly, quarterly, semi-annual or annual basis.

Withdrawals under the program are taken from the Investment Options in accordance with our administrative rules, which we may change from time to time. Currently, withdrawals under the program will be taken proportionately from all your interests in the Investment Options. If you make an additional withdrawal that is not part of a Systematic Withdrawal Program, we will terminate the program for the remainder of the Contract Year and thereafter. You may re-enroll in the program in the next Contract Year or thereafter.

If your Contract is a Qualified Contract and you are subject to minimum required distributions (“MRD”) under the Code, you must agree to receive your MRD through our Systematic Withdrawal Program so that we do not treat that part of your MRD that exceeds the GWB Amount as an excess Gross Withdrawal. In order to receive the greater of your eligible GWB Amount or MRD, you must agree to the following conditions.

- (1) You must elect to receive the greater of the GWB Amount and the MRD on a Systematic Withdrawal basis and you authorize us to calculate the MRD for you.
- (2) The MRD for a calendar year will be determined by us exclusively from the Contract Value.

- (3) No MRD withdrawal under the Contract may occur until after December 31<sup>st</sup> of the calendar year in which your Contract was issued (i.e. Contract Date).
- (4) If the Contract was purchased prior to your reaching age 70½ , your first MRD must be withdrawn in the calendar year in which you reach age 70½ even though the Code allows you to delay your first MRD until April 1<sup>st</sup> of the calendar year following the year you reach age 70½. We require this so that only one calendar year's MRD will qualify for the exception we allow for withdrawals in excess of the GWB Amount.
- (5) If you make a withdrawal other than through this Systematic Withdrawal Program, you will no longer be eligible to receive the greater of the MRD or GWB Amount and any withdrawals in excess of the GWB Amount will be considered excess Gross Withdrawals and could cause a reduction in GWB Value as described in the **Withdrawals in Excess of Annual GWB Amount** provision of this Contract.

We reserve the right to limit or modify this Systematic Withdrawal Program if we determine that the program will cause us to distribute, in any Contract Year, an amount more than the greater of the GWB Amount or the MRD for any calendar year that overlaps with a Contract Year.

We reserve the right to modify or discontinue the Systematic Withdrawal Program at any time except as necessary to meet MRD withdrawals as described above.

### **Conversion To Annuity Income of GWB Amount Payments**

If the Contract Value is reduced to zero because you make a full withdrawal and total withdrawals in that Contract Year (including the withdrawal that reduces the Contract Value to zero) do not exceed the GWB Amount, we will convert the Contract to an Annuity Income Option. For the remainder of the Contract Year that the Contract Value is reduced to zero, we will pay you the difference between your GWB Amount and total prior withdrawals in that Contract Year, and then, on the first day of the calendar month on or after your next Contract Anniversary, the Contract will convert to an Annuity Income Option that will pay you an annual amount equal to your GWB Amount for so long as any Annuitant is still alive.

If you are receiving GWB Amount payments through our Systematic Withdrawal Program and a Systematic Withdrawal causes this provision to apply, we will continue to pay your GWB Amount as a GWB Amount Annuity Income on the same day of the month for the period you selected under the Systematic Withdrawal Program.

The resulting GWB Amount for future Contract Years will be paid in monthly Annuity Income as long as each monthly Annuity Income payment is at least the Minimum Initial Income Payment shown on the Contract Schedule

We reserve the right to pay the GWB Amount as annual Annuity Income or in any other payment method that is mutually agreeable to you and us.

On the death of the last surviving Annuitant, payments will continue to your Beneficiary or Beneficiary's estate until the Beneficiary or Beneficiary's estate has received an amount equal to the Return of Purchase Payment death benefit defined below under **Death Benefit During the Accumulation Phase**. Once Annuity Income begins, the amount of the Return of Purchase Payment death benefit will be reduced by the amount of each annuity income payment. Such payments shall be equal in amount, except for the last payment, which will be in an amount necessary to reduce the amount of the Return of Purchase Payment death benefit defined below to zero. The period over which payments will be made under this provision will be subject to the provisions stated below under **Required Distributions Upon Death of Owner**.

Notwithstanding the above, the following shall apply:

In the case of a Qualified Contract, subject to required minimum distributions during the Annuitant's life under Section 401(a)(9) of the Code and the Regulations thereunder, in lieu of any other income Annuity otherwise payable under this section, we will make non-increasing income payments in an amount greater than the GWB Amount each year where required to ensure that an amount equal to the Return of Purchase Payment death benefit is entirely paid out over a period no longer than that provided under the Uniform Lifetime Table under Section 1.401(a)(9)-9 of the Income Tax Regulations. Once the Return of Purchase Payment death benefit has been paid out as income payments and provided that the Annuitant or joint Annuitant is still alive, we will continue making non-increasing income payments in an amount equal to the GWB Amount each year for as long as either the Annuitant or joint Annuitant is living. Where the Annuitant and any joint Annuitant (if applicable) have both died during the permissible guarantee period and there is any remaining amount of the Return of Purchase Payment death benefit to be paid out, such amount will continue to be paid out in amounts equal to the amount of each income payment prior to the last death of the Annuitant and joint Annuitant (if applicable) until the amount of the Return of Purchase Payment death benefit has been paid out as income payments; except that the last income payment may be less than the income payment amount being paid out during the permissible guarantee period.

In the case of a Non-qualified Contract, on the death of the Annuitant (if there is no joint Annuitant) or on the last death of the Annuitant and joint Annuitant, any remaining guaranteed payments will be paid out in non-increasing amounts over a period no longer than the Beneficiary's remaining life expectancy within the meaning of section 72 of the Code and the Regulations thereunder. In the case of a Beneficiary which is a non-natural person, unless a longer period is permitted under the federal income tax rules, such amounts must be paid out in non-increasing payments within five (5) years of the date of such death. In all instances, such payments shall be equal in amount, except for the last payment, which will be in an amount necessary to reduce the amount of the Return of Purchase Payment death benefit to zero.

## DEATH BENEFIT DURING THE ACCUMULATION PHASE

The death benefit will be paid to your Beneficiary/Beneficiaries upon the last surviving Annuitant's death. The Beneficiary/Beneficiaries must elect the death benefit to be paid under one of the options below.

There are two death benefit options under this Contract.

Option 1. The first option is a Contract Value death benefit equal to the Contract Value as determined as of the end of the Business Day on which we receive due proof of death and an election by a Beneficiary for the payment method. The death benefit amount in the Variable Account remains in the Variable Account until distribution begins. From the time the death benefit is determined until complete distribution is made, any amount of the death benefit in the Variable Account will continue to be subject to investment risk. This risk is borne by the Beneficiary/Beneficiaries.

Option 2. The second option is a Return of Purchase Payment death benefit equal to the Purchase Payment reduced by withdrawals as defined hereafter.

- (1) If total withdrawals in a Contract Year do not exceed the GWB Amount for that same Contract Year, the Return of Purchase Payment death benefit is reduced by the amount of the withdrawal(s).
- (2) If you make withdrawals in a Contract Year before the youngest Annuitant reaches the Minimum Lifetime Income Age, the Return of Purchase Payment death benefit will be reduced as described above in **Withdrawals Before Youngest Annuitant Reaches the Minimum Lifetime Income Age** provision of this Contract by substituting GWB Value with Return of Purchase Payment death benefit.
- (3) If you make withdrawals in a Contract Year after the youngest Annuitant reaches the Minimum Lifetime Income Age and the total withdrawals in a Contract Year are greater than the GWB Amount for that Contract Year, then the Return of Purchase Payment death benefit will first be reduced by the amount of the GWB Amount for that Contract Year. The Return of Purchase Payment death benefit will then be reduced for any withdrawals in excess of the GWB Amount for that Contract Year as follows:
  - (a) Determine the portion of the most recent Gross Withdrawal that in combination with the sum of all Gross Withdrawals taken in the current Contract Year, exceeds the GWB Amount for that Contract Year.
  - (b) Determine what the Contract Value would have been at the end of the Valuation Period prior to taking the most recent Gross Withdrawal less the portion of the most recent Gross Withdrawal that is eligible to be applied to the GWB Amount in that Contract Year.

- (c) Determine the percentage reduction in Return of Purchase Payment death benefit by dividing the amount determined in (a) by the amount determined in (b).
- (d) Multiply the percentage determined in (c) by the Return of Purchase Payment death benefit prior to the excess withdrawal.
- (e) Take the Return of Purchase Payment death benefit prior to the excess withdrawal and reduce it by the amount determined in (d) above.

The Return of Purchase Payment death benefit will be paid to your Beneficiary in monthly payments or at any frequency acceptable to your Beneficiary and us (but not less than annually). Such installment payments shall be equal in amount, except for the last payment, which will be in an amount necessary to reduce the Return of Purchase Payment death benefit to zero. Except to the extent required under federal income tax law, the total annual payment will not exceed the GWB Amount. For purposes of determining the GWB Amount hereunder, if the last surviving Annuitant dies prior to a Withdrawal Percentage being determined, the last surviving Annuitant's age at time of death will be used for determining the Withdrawal Percentage. If the last surviving Annuitant's death occurs prior to reaching the Minimum Lifetime Income Age, the lowest Withdrawal Percentage shown on the Contract Schedule will be used. If your Beneficiary dies while such payments are made, the payments will continue to the Beneficiary's estate unless such other designee has been agreed to by us in writing.

Notwithstanding the above and subject to our administrative procedures, we will pay a death benefit equal to the Contract Value death benefit if the Contract Value death benefit is greater than the sum of payments to be received under the Return of Purchase Payment death benefit.

The death benefit must be distributed in accordance with the applicable provisions of the Code described in the **Required Distributions on Death of Owner** provision of this Contract.

Before we make payment of a death benefit to any Beneficiary, we must receive at our Annuity Service Center due proof of death (generally a death certificate) for each Owner (Annuitant if the Contract is owned by a Grantor Trust), an election for the payment option and any required tax withholding and other forms. We may seek to obtain a death certificate directly from the appropriate governmental body if we believe that any Owner (Annuitant if the Contract is owned by a Grantor Trust) may have died.

If a Beneficiary has been designated to receive a specified fraction of the death benefit, we will pay that fraction as determined on the date of payment.

Once we have received due proof of death, we will, upon Notice to us, pay any Beneficiary who has provided us with required tax withholding and other forms.

## **Proof of Death**

We will require due proof of death before any death benefit is paid. Due proof of death will be:

- (1) a certified death certificate;
- (2) a certified decree of a court of competent jurisdiction as to the finding of death;
- (3) a written statement by a licensed medical doctor who attended the deceased;  
or
- (4) any other proof satisfactory to us.

Any death benefit will be paid in accordance with applicable law or regulations governing death benefit payments

## **REQUIRED DISTRIBUTIONS UPON DEATH OF OWNER**

Federal tax law requires that if any Owner dies before the Annuity Date, the entire Contract Value or other death benefit payable must be distributed within five years after the Owner's death.

However, this requirement does not apply to a surviving Owner or to any Beneficiary designated by the Owner if (1) the Beneficiary's or surviving Owner's entire interest is payable over the Beneficiary's or surviving Owner's lifetime (or a period not extending beyond the life expectancy of the Beneficiary or surviving Owner) by electing annuitization within 60 days of the date of death with distributions beginning within one year of the date of death, or (2) the Beneficiary or surviving Owner is the surviving spouse of the deceased Owner, in which case the spouse may elect to continue the Contract as the Owner.

If the surviving spouse is the joint Annuitant, the Contract is automatically continued. If the Contract is a Qualified contract and the surviving Annuitant is Attained Age 95 or older on the day we receive due proof death, Contract continuance is not available. In this case, the surviving Annuitant may elect a death benefit as set forth above under **Death Benefit During the Accumulation Phase**.

For qualified contracts, the distribution of the Owner's interest in the Contract shall be made in accordance with the special rules found in the IRA Endorsement and such rules will supersede any rules to the contrary in this Contract.

## **SPECIAL RULES FOR CONTRACTS HELD BY REVOCABLE GRANTOR TRUSTS**

The following rules apply if the Contract is held by a revocable grantor trust, and any conflicting provisions of this Contract are superseded.

We will issue Contracts to revocable grantor trusts. There are special provisions that apply to these Contracts. The trust must be the Owner, and a second Owner cannot be added. At issue, the grantor of the trust must be an Annuitant and the grantor's spouse may be named as a joint Annuitant.

The Annuity Date is shown on the Contract Schedule and shall be based on the grantor's birthday, or an earlier date chosen by the Owner.

The Contract is issued on the basis of a representation from the grantor that the revocable grantor trust is for the sole benefit of the grantor/Annuitant. This is to ensure that the Contract qualifies as an annuity for purposes of federal income tax law.

Death of an Annuitant before the Annuity Date will trigger the provisions set forth immediately above in **Required Distributions Upon Death of Owner**, with the Annuitant treated as the Owner for purposes of those provisions.

## **ANNUITY PROVISIONS**

### **Annuity Date**

When your Contract is issued we will set the Annuity Date as shown on the Contract Schedule under Annuity Requirements. You may change the Annuity Date to an earlier date by sending Notice to us. We must receive the Notice at least 30 days before the Annuity Date you select.

As long as the Owner's death occurs before the Annuity Date, a surviving spouse continuing the Contract as his or her own may change the Annuity Date as shown on the Contract Schedule under Annuity Requirements by using his/her age as the determining age.

We will pay you Annuity Income in monthly installments (or any other frequency allowed by us) starting on the Annuity Date for the life or lives of the Annuitant(s) and your Contract will no longer have a Contract Value.

### **Annuity Income Options**

Unless you elect another Annuity Income Option prior to the Annuity Date or you elect an earlier Annuity Date than the date stated on the Contract Schedule, the Contract will default to Annuity Income Option (1).

The Contract offers the following two Annuity Income Options:

Option 1. On the Annuity Date, we compare the amount of the Return of Purchase Payment death benefit to the Contract Value. If the amount of the Return of Purchase Payment death benefit is greater than or equal to the Contract Value, you will receive Annuity Income equal to Option (1)(a). Otherwise, you will receive Annuity Income equal to Option (1)(b).

Option 1(a) Annuity Income Option (1)(a) is your eligible GWB Amount that will be paid to you as Annuity Income until there is no longer any living Annuitant. On the death of the last surviving Annuitant, payments will continue to your Beneficiary or Beneficiary's estate until an amount equal to the Return of Purchase Payment death benefit has been paid out. Such payments shall be equal in amount, except for the last payment, which will be in an amount necessary to reduce the Return of Purchase Payment death benefit to zero. The period over which payments will be made will be subject to the provisions stated above under **Required Distributions Upon Death of Owner**.

Notwithstanding the above, the following shall apply:

In the case of a Qualified Contract, subject to minimum required distributions during the Annuitant's life under Section 401(a)(9) of the Code and the Regulations thereunder, in lieu of any other income Annuity otherwise payable under this section, we will make non-increasing income payments in an amount greater than the GWB Amount each year where required to ensure that the amount of the Return of Purchase Payment death benefit is entirely paid out over a period no longer than that provided under the Uniform Lifetime Table under Section 1.401(a)(9)-9 of the Income Tax Regulations. Once the amount of the Return of Purchase Payment death benefit has been paid out as income payments and provided that the Annuitant or joint Annuitant is still alive, we will continue making non-increasing income payments in an amount equal to the GWB Amount each year for as long as either the Annuitant or joint Annuitant is living. Where the Annuitant and any joint Annuitant (if applicable) have both died during the permissible guarantee period and there is any remaining amount of the Return of Purchase Payment death benefit to be paid out, such amount will be continue to be paid out to the Beneficiary in amounts equal to the amount of each income payment prior to the last death of the Annuitant and joint Annuitant (if applicable) until the amount of the Return of Purchase Payment death benefit has been paid out as income payments; except that the last income payment may be less than the income payment amount being paid out during the permissible guarantee period.

In the case of a Non-qualified Contract, on the death of the Annuitant (if there is no joint Annuitant) or on the last death of the Annuitant and joint Annuitant, any remaining guaranteed payments will be paid out to the Beneficiary in non-increasing amounts over a period no longer than the Beneficiary's remaining life expectancy within the meaning of section 72 of the Code and the Regulations thereunder. In the case of a Beneficiary which is a non-natural person, unless a longer period is permitted under the federal income tax rules, such amounts must be paid out in non-increasing payments within five (5) years of the date of such death. In all instances, such payments shall be equal in amount, except for the last payment, which will be in an amount necessary to reduce the amount of the Return of Purchase Payment death benefit to zero.

Option 1(b). On the Annuity Date, Annuity Income Option (1)(b) is the greater of (i) your eligible GWB Amount that will be paid to you as Annuity Income and (ii) your Contract Value determined as of the Annuity Date, less Premium and Other Taxes, applied to annuity income purchase rates that will be paid to you monthly as Annuity Income. Annuity Income under this Option 1(b) will continue until there is no longer any living Annuitant.

If on the death of the last surviving Annuitant the total of all Annuity Income provided on or after the Annuity Date is less than the Contract Value at the end of the Annuity Date Valuation Period, we will refund the difference in a lump sum to your Beneficiary (or if there is no living Beneficiary to the Beneficiary's estate).

Annuity Income Option 1 is only available on the latest possible Annuity Date unless the Contract is converted to an Annuity Income Option as described in the **Conversion of GWB Amount Payments** provision of this Contract.

Option 2. You may have the Contract Value determined as of the Annuity Date, less Premium and Other Taxes, applied to annuity income purchase rates that will pay you monthly Annuity Income until there is no longer any living Annuitant or for 120 monthly payments, whichever is longer.

If the surviving Annuitant dies before we have made all Annuity Income due under the Contract, any remaining Annuity Income will be paid to the Beneficiary or if there is no living Beneficiary to the Beneficiary's estate. The Beneficiary or estate may choose instead to receive the present value of the remaining Annuity Income in a lump sum. The present value is determined by commuting the future guaranteed Annuity Income using the annuity income purchase rates in effect at that time.

Annuity Income Option 2 is available on any Annuity Date. If elected, benefits under the Guaranteed Withdrawal Benefit For Life feature will terminate.

Annuity Income will begin on the Annuity Date if no Owner has died before then and the Contract Value or annual GWB Amount is sufficient to provide you with an initial monthly income payment of at least the Minimum Initial Income Payment. Annuity Income will also begin on the Annuity Date if an Owner dies before the Annuity Date where the Contract was jointly owned, and the surviving spouse/Annuitant automatically continues the Contract as his or her own.

In all other cases involving the death of an Owner, the Contract must be distributed in accordance with the applicable provisions of the Code described in the **Required Distributions on Death of Owner** provision of this Contract.

The Owner's estate, or the Owner for contracts owned by trusts, will be responsible to notify us of the death of the last surviving Annuitant and to repay any Annuity Income we have made after that date and before we have been notified of the death of the last surviving Annuitant.

To provide Annuity Income, all Accumulation Units in the Investment Options will be redeemed and the redemption proceeds applied to annuity income purchase rates and will be based upon the age(s) and sex(es), as required by state law, of the Annuitant(s) living on the Annuity Date. All money used to support Annuity Income will be held in our general account thereafter.

If you have been receiving GWB Amounts through our Systematic Withdrawal Program prior to the latest possible Annuity Date, you may continue to receive the greater of your GWB Amount or the amount determined by your Contract Value applied to annuity

income purchase rates under Annuity Income Option (1) as an annuity income option on the same periodic basis that you selected under our Systematic Withdrawal Program. However, if you have selected a period other than monthly, Annuity Income must be paid on the Annuity Date which may cause the payment period to fall on different months after the Annuity Date.

### **GWB Withdrawals and Annuity Income**

You may make a partial withdrawal between the Contract Anniversary following your birthday immediately prior to the Annuity Date and the Annuity Date as long as the Gross Withdrawal is equal to or less than the GWB Amount for that Contract Year.

If you do this, we will accelerate your Annuity Date to the date of the withdrawal and pay you your entire GWB Amount for that Contract Year. In future Contract Years, we will pay Annuity Income on an annual basis according to the provisions of Annuity Income Option (1) or any other annuity income option that enables the Contract to comply with the Code.

If you request a withdrawal in excess of the GWB Amount between the Contract Anniversary following your birthday immediately prior to the Annuity Date and the Annuity Date, you are limited to a complete withdrawal, which will terminate any future GWB Amount payments or Annuity Income.

### **Frequency and Amount of Annuity Income**

If the GWB Amount or Contract Value applied to an annuity income option on the Annuity Date is not enough to provide an initial monthly annuity income payment of at least the Minimum Initial Income Payment, we reserve the right to pay you in the form of annual annuity income payments or in any other payment method that is mutually agreeable to you and us.

### **Annuity Income Purchase Rates**

The annuity income purchase rate for Annuity Income will be the greater of:

- (a) The guaranteed annuity income purchase rates set forth in this Contract; and
- (b) The annuity rates in effect on the Annuity Date for the same payment option.

The monthly Annuity Income generated by Options 1(b)(ii) and 2 of this Contract are determined by applying the applicable annuity income purchase rate to the Contract Value after deductions for any applicable Premium and Other Taxes

The interest and mortality basis for the guaranteed annuity income purchase rates is as follows:

- A. The interest rate used to determine the guaranteed annuity income purchase rates will be an annual rate of interest as shown on the Contract Schedule.

- B. The basis of mortality rates is shown on the Contract Schedule and will be based on the sex(es) and Attained Age(s) of the Annuitant(s) on the Annuity Date.

The guaranteed annuity income purchase rates will never be lower than those shown in the tables at the end of this Contract.

### **Qualified Contracts**

If your Contract is a Qualified Contract, the Annuity Income Options described above may be limited or modified, to comply with requirements under the Code. Annuity Income Option (1)(b) will be modified as follows:

- (1) We will pay Annuity Income according to Annuity Income Option 1(b) provided that on the Annuity Date the Contract Value is greater than an amount equal to the Return of Purchase Payment death benefit and it qualifies under the Code. In general, the federal income tax regulations allow a Qualified Contract to offer the refund described under Annuity Income option (1)(b) only if the total future expected payments under the option exceed your Contract Value as of the Annuity Date. The total future expected payments are computed in accordance with federal income tax regulations by taking into account total Annuity Income expected to be made over the applicable distribution period determined under the Joint and Last Survivor Table in the case of two Annuitants or the Single Life Table in the case of one Annuitant.
- (2) Provided the Annuity Income amount is equal to Annuity Income Option 1(b)(ii) described above under Annuity Income Options and we determine that total future expected payments will not exceed your Contract Value as of the Annuity Date, we will pay the Annuity Income amount defined under Option 1(b)(ii) as Annuity Income until there is no longer any living Annuitant or for the applicable distribution period under the Uniform Lifetime Table, whichever is longer.
- (3) Provided the Annuity Income amount is equal to Annuity Income Option 1(b)(i) described above under Annuity Income Options and we determine that the total future expected payments will not exceed your Contract Value as of the Annuity Date, we will pay your eligible GWB Amount as Annuity Income until there is no longer any living Annuitant or, if longer, for a period not to exceed the lesser of your Contract Value as of the Annuity Date divided by your eligible GWB Amount and the applicable distribution period under the Uniform Lifetime Table.

If Annuity Income Option (2) is selected by you and your Contract is a Qualified Contract, the 120 monthly payments will be limited to the applicable distribution period under the Uniform Lifetime Table.

We reserve the right to limit the maximum period we will pay guaranteed income to a whole number of years or whole number of months.

The Single Life Table, Joint and Last Survivor Table, and Uniform Lifetime Table may be found in federal income tax regulations section 1.401(a)(9)-9. We reserve the right to use any other life expectancy tables allowed by the Code and federal income tax regulations.

We reserve the right to add to, limit or modify these annuity income options to comply with the Code and offer any other annuity income options that are mutually agreeable to you and us.

## **OWNERS, ANNUITANTS AND BENEFICIARIES**

### **Owners**

Owners have the right to (a) cancel the Contract during the Free Look Period; (b) allocate the Purchase Payment among the Investment Options; (c) reallocate the Contract Value among the Investment Options; (d) make withdrawals if the Contract has a Contract Value; (e) change Beneficiary/Beneficiaries (except that a Beneficiary designated as irrevocable may not be changed without the Beneficiary's consent); and (f) to the extent required by applicable law, instruct us how to vote shares of the Funds attributable to the Contract.

Joint Owners must be spouses on the Contract Date.

You may not remove an Owner unless the removal is pursuant to a court order.

For Contracts with two Owners, withdrawals, changes of the Annuity Date and changes of Beneficiaries can be made only by both Owners acting together. Either Owner may exercise any other right under the Contract.

### **Annuitants**

The Owner(s) must be the Annuitant(s). If the Contract is owned by a revocable grantor trust the grantor of the trust must be the Annuitant. You may name a joint Annuitant as long as the joint Annuitant is the spouse of the Annuitant on the Contract Date. You may not add or remove the Annuitant(s) after the Contract Date unless the removal is pursuant to a court order.

Your eligibility for benefits under the Guaranteed Withdrawal Benefit For Life feature is determined by the age of the Annuitant(s).

The GWB Amount that is available once you are eligible under the Guaranteed Withdrawal Benefit For Life feature depends on a number of factors, including the number of Annuitants on the Contract Date and the age of the youngest Annuitant when your first withdrawal is made.

## **Beneficiaries**

The Owner(s) name(s) a Beneficiary or Beneficiaries in the application, and can change Beneficiaries later.

If the Contract has a joint Annuitant, the joint Annuitant will be treated as the primary Beneficiary over any other named Beneficiaries.

If all the Owners die before the Annuity Date, we will pay the death benefit, less any applicable taxes, to the Beneficiary or Beneficiaries who survive all the Owners. If a Beneficiary survives all the Owners but does not live long enough to receive payment from us, we will pay the Beneficiary's estate.

Owner(s) must indicate in percentages what portion of the death benefit each Beneficiary is to receive. If the total does not equal 100%, each Beneficiary's share will be determined by using a fraction, the numerator of which is the stated percentage for that Beneficiary, and the denominator of which is the total of the percentages indicated by the Owner(s).

Beneficiary designations must be in a form acceptable to us. We reserve the right to reject any Beneficiary designation that we deem to be unadministerable or which may include designations that contain contingencies that could delay payment or designations that would require us to refer to external documents or the outcome of legal proceedings.

## **GENERAL PROVISIONS**

### **Entire Contract**

This Contract is the entire contract between You and us. No change in or waiver of the provisions of the Contract is valid unless the change or waiver is signed by the President or the Secretary or Assistant Secretary of MLI USA.

### **Written Notice to the Annuity Service Center**

Whenever any Notice to us is required under the Contract, we will not be liable for any action we take before Notice to us is received.

### **Misstatement of Age or Sex**

If an Annuitant's age or sex has been misstated, we will adjust the amount of monthly Annuity Income to the amount that would have been provided at the correct age or sex. Once Annuity Income has begun, any overpayments or underpayments, with interest at 6% per annum, will be, as appropriate, deducted from or added to the payment or payments made after the adjustment.

If an Annuitant's age has been misstated we will adjust the GWB Amount to reflect the actual age.

If we have previously overpaid GWB Amounts and the GWB Amounts have been converted to an annuity income option as described in the **Conversion to Annuity Income of GWB Amount Payments** provision of this Contract, we will withhold and apply any future GWB Amounts until we have recovered the amount of the overpayment. If the Contract has terminated, we reserve the right to recover the amount of any overpayment from your estate.

If we have previously underpaid GWB Amounts and the GWB Amounts have been converted to an annuity income option as described in the **Conversion to Annuity Income of GWB Amount Payments** provision of this Contract, we will make a lump sum payment equal to the amount previously underpaid plus interest at 6% per annum, compounded annually.

### **Reports to Owner(s)**

Before the Annuity Date, we will send you a statement showing your Contract Value and any other information required by law at least once each calendar year.

You should immediately verify the accuracy of the information contained in these statements and in any confirmations you may receive for individual transactions. If you find a discrepancy with respect to any transaction, you should notify us at our Annuity Service Center immediately.

We will not be responsible for losses after 10 calendar days from the first time we mail any statement or confirmation containing details of the transaction.

Also, to the extent required by the Investment Company Act of 1940, twice each year we will send you semiannual reports for the Variable Account containing financial information for the Variable Account and lists of securities held by the Funds.

### **Protection of Proceeds**

Payments under this Contract may not be assigned by any Beneficiary before they become payable. To the extent allowed by law, payments are not subject to the claims of creditors or to legal process.

### **Postponement of Payment**

We will generally pay any withdrawal within seven days after we receive Notice requesting a withdrawal in good order.

We may delay payment if (a) the disposal or valuation of the assets in an Investment Option is not reasonably practicable because the New York Stock Exchange is closed for other than a regular holiday or weekend, trading on the New York Stock Exchange is restricted by the SEC, or the SEC declares that an emergency exists as a result of which disposal of securities held in the Variable Account is not reasonably practicable or it is not reasonably practicable to determine the value of the Variable Account's net

assets; or (b) the SEC by order permits the postponement of payment to protect our Owners.

We will generally send: (1) any withdrawal amount on the first Business Day after the end of the Valuation Period during which we receive Notice of the withdrawal request; (2) each Annuity Income payment on the first Business Day after the Annuity Date; and (3) any lump sum distributions to Beneficiaries within seven days of the day we receive Notice in good order requesting the withdrawal.

### **Basis of Values**

All values are at least as great as those required by the law of the state in which this Contract is delivered.

### **Non-Participating**

This Contract does not participate in the profits or surplus of MetLife Investors USA Insurance Company.

### **Modification of the Contract**

This Contract may be modified by us in order to maintain compliance with applicable state and federal law. Your Contract is intended to comply with the Code and will be interpreted accordingly. We reserve the right to amend the Contract so as to comply with the provisions of the federal income tax law. This Contract may be changed or altered only in writing signed by our President or our Secretary.

### **Assignment**

A Qualified Contract may not be assigned.

A Non-qualified Contract may not be sold, gifted, transferred, or assigned, and any purported gift, transfer or assignment will be void, except as follows: (a) the Contract may be assigned to an insurance company, regulated as such under the insurance laws of one of the United States, solely for the purpose of effecting a tax-free exchange under section 1035 of the Code; (b) a Contract owned by a revocable grantor trust may be transferred to the grantor or another revocable grantor trust where the grantor is the same individual; and (c) a Contract owned by one individual may be transferred to a revocable grantor trust of which the individual is the grantor.

### **Notification of Death**

We are not responsible for any action we take before we are notified of a death. If there are two Owners, each is responsible for notifying us of the death of the other Owner and the death of any Annuitant.

If all the Owners die, the Beneficiaries are responsible for notifying us of the death(s). If we provide too many GWB Amount payments or Annuity Income payments because we are not notified of an Annuitant's death, we may take legal action to recover the overpayment.

## **Proof of Survival**

If any payment under this Contract depends on an Annuitant or other recipient being alive on a given date, we may require proof of survival before making the payment.

**ANNUITY TABLES**

**DOLLAR AMOUNT OF THE ANNUITY INCOME  
FOR EACH \$1,000 APPLIED  
*Guaranteed Monthly Fixed Income***

**SINGLE LIFE ANNUITY WITH 120 MONTHS GUARANTEED**

ANNUITANT			ANNUITANT		
AGE	MALE	FEMALE	AGE	MALE	FEMALE
60	3.18	2.93	81	5.90	5.47
61	3.26	2.99	82	6.08	5.67
62	3.34	3.07	83	6.26	5.87
63	3.43	3.14	84	6.45	6.07
64	3.52	3.22	85	6.63	6.28
65	3.61	3.30	86	6.81	6.49
66	3.71	3.39	87	6.99	6.70
67	3.82	3.49	88	7.16	6.90
68	3.93	3.58	89	7.33	7.10
69	4.05	3.69	90	7.49	7.29
70	4.17	3.80	91	7.64	7.47
71	4.30	3.91	92	7.78	7.64
72	4.44	4.03	93	7.91	7.79
73	4.58	4.16	94	8.03	7.93
74	4.72	4.30	95	8.14	8.05
75	4.88	4.44			
76	5.03	4.59			
77	5.20	4.75			
78	5.37	4.92			
79	5.54	5.10			
80	5.72	5.28			

**JOINT AND SURVIVOR LIFE ANNUITY WITH 120 MONTHS GUARANTEED**

MALE ANNUITANT	FEMALE ANNUITANT AGE							
AGE	60	65	70	75	80	85	90	95
60	2.62	2.77	2.90	3.01	3.08	3.13	3.16	3.17
65	2.72	2.93	3.12	3.29	3.43	3.52	3.57	3.60
70	2.80	3.06	3.33	3.59	3.81	3.98	4.08	4.14
75	2.85	3.16	3.50	3.87	4.21	4.50	4.70	4.81
80	2.88	3.22	3.63	4.09	4.58	5.04	5.38	5.58
85	2.90	3.26	3.71	4.25	4.88	5.52	6.05	6.38
90	2.92	3.29	3.76	4.35	5.08	5.88	6.60	7.09
95	2.92	3.30	3.78	4.41	5.20	6.11	6.98	7.60

Basis = Annuity 2000 Mortality Table, 1.0% annual interest.

The amount of Annuity Income for any age or combination of ages not shown in the Annuity Tables will be furnished on request.

**ANNUITY TABLES**  
**DOLLAR AMOUNT OF THE ANNUITY INCOME**  
**FOR EACH \$1,000 APPLIED**  
*Guaranteed Monthly Fixed Income*

SINGLE LIFE ANNUITY WITH CASH REFUND

ANNUITANT AGE	MALE	FEMALE
95	7.13	6.97

JOINT AND SURVIVOR LIFE ANNUITY WITH CASH REFUND

MALE ANNUITANT AGE	FEMALE ANNUITANT AGE							
	60	65	70	75	80	85	90	95
60	n/a	n/a	n/a	n/a	n/a	n/a	n/a	2.84
65	n/a	n/a	n/a	n/a	n/a	n/a	n/a	3.13
70	n/a	n/a	n/a	n/a	n/a	n/a	n/a	3.50
75	n/a	n/a	n/a	n/a	n/a	n/a	n/a	3.96
80	n/a	n/a	n/a	n/a	n/a	n/a	n/a	4.52
85	n/a	n/a	n/a	n/a	n/a	n/a	n/a	5.19
90	n/a	n/a	n/a	n/a	n/a	n/a	n/a	5.91
95	2.70	2.98	3.32	3.76	4.32	5.02	5.80	6.53

Basis = Annuity 2000 Mortality Table, 1.0% annual interest.]

The amount of Annuity Income for any age or combination of ages not shown in the Annuity Tables will be furnished on request.

**DEFERRED VARIABLE ANNUITY**

**Modified Single Purchase Payment  
Variable Accumulation Values  
Fixed Annuity Income Payments  
Guaranteed Withdrawal Benefit For Life  
Nonparticipating**

**ALL PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT, WHEN BASED ON INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT. (SEE CONTRACT VALUE, PAGE 11).**

**MetLife**investors<sup>®</sup>

**METLIFE INVESTORS USA INSURANCE COMPANY**

[222 Delaware Avenue  
Suite 900  
P.O. Box 25130  
Wilmington, DE 19899]

## CONTRACT SCHEDULE

**CONTRACT NUMBER:** [Z0000000]

**CONTRACT DATE:** [January 1, 2005]

**CONTRACT TYPE:** [Qualified][Non-Qualified]

**ANNUITY DATE:** [June 1, 2025]

**OWNER(S):** [John Doe]  
[Mary Doe]

**ANNUITANT(S) / DATE OF BIRTH(S) / SEX** [John Doe] [xx/xx/xxxx] [M]  
[Mary Doe] [xx/xx/xxxx] [F]

**PURCHASE PAYMENT:** [\$25,000]  
(or The Portion of Purchase Payment  
Received on The Contract Date)

**MINIMUM PURCHASE PAYMENT:** [\$50,000] [We reserve the  
right to reject any  
purchase payment.]

**MAXIMUM TOTAL PURCHASE PAYMENTS:** [\$1,000,000] without our  
prior approval

**[MINIMUM AMOUNT TO BE TRANSFERRED:** [\$250]]

**[MAXIMUM NUMBER OF EXCHANGE DAYS:** [12]]

**[EXCHANGE FEE:** [\$25]]

**MINIMUM SYSTEMATIC PARTIAL WITHDRAWAL:** [\$50]

**ANNUAL MORTALITY AND EXPENSE  
CHARGE:** [One Annuitant: 1.90%  
Two Annuitants: 2.05%]

**SURRENDER CHARGE:**

<u>[Number of Complete Years From Contract Date]</u>	<u>Surrender Charge</u>
0	2%
1	2%
2	2%
3	2%
4	2%
5 and thereafter	0%]

**VARIABLE ACCOUNT:**

[MetLife Investors USA Separate Account A]

**ANNUITY REQUIREMENTS:**

[1. The Annuity Date is the first day of the calendar month on or after the Contract Anniversary that falls on or after the oldest Owner's (Annuitant's if Contract is owned by a grantor trust) 95<sup>th</sup> birthday.  
2. The Fixed Annuity tables are based on the Annuity 2000 Mortality Table with 7-year age setback at an interest rate of [1%.]

**ANNUITY SERVICE CENTER:**

Annuity Service Center  
[P.O. Box 770001, Cincinnati, OH 45277-0050  
For customer assistance or inquiries, please call 800-634-9361]

**MINIMUM LIFETIME INCOME AGE:**

[59 1/2]

<b>WITHDRAWAL PERCENTAGE:</b>	[4% if the youngest Annuitant's attained age is 59 1/2 through 64, 5% if the youngest Annuitant's attained age is 65 through 75, and 6% if the youngest Annuitant's attained age is 76 or older]
<b>AUTOMATIC STEP-UP DATE:</b>	[Each Contact Anniversary]
<b>MAXIMUM AUTOMATIC STEP-UP AGE:</b>	[85]
<b>MINIMUM INITIAL INCOME PAYMENT:</b>	[\$20]

**INVESTMENT OPTIONS**

[Fidelity VIP FundsManager® 60%  
Fidelity VIP Money Market]

Endorsements Attached to the Contract  
[Individual Retirement Annuity Endorsement]

## **INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT**

This Endorsement is a part of the Contract. The Contract to which this Endorsement is attached is issued as an individual retirement annuity under Section 408(b) of the Internal Revenue Code of 1986, as amended (the "Code"). Where the provisions of this Endorsement are inconsistent with the provisions of the Contract, including the provisions of any other endorsements or riders issued with the Contract, the provisions of this Endorsement will control.

### **1. OWNER AND ANNUITANT**

The Owner must be an individual who is the sole Owner of the Contract and the Annuitant. Except as otherwise permitted under Sections 8 and 9 of this Endorsement, and otherwise permitted under the Code and applicable regulations, neither the Owner nor the Annuitant may be changed. Also, all payments made from the Contract while the Owner is alive must be made to the Owner. All distributions made under a Joint and Survivor Annuity Payment Option after the Owner's death and while the designated second person is alive must be made to the designated second person.

### **2. NONTRANSFERABLE AND NONFORFEITABLE**

The Contract is established for the exclusive benefit of the Owner and his or her beneficiaries. The Owner's interest under the Contract is nontransferable, and except as provided by law, is nonforfeitable. In particular, the Contract may not be sold, assigned, discounted or pledged as collateral for a loan or as security for the performance of any obligation or for any other purpose, to any person other than the Company (other than a transfer incident to a divorce or separation instrument in accordance with Code Section 408(d)(6)).

### **3. PURCHASE PAYMENTS**

A Purchase Payment may not include any amounts other than a rollover contribution (as permitted by Code Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a nontaxable transfer from an individual retirement plan under Code Section 7701(a)(37).

No contribution will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). No transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an individual retirement account under Code Section 408(a) or an individual retirement annuity under Code Section 408(b) used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.

#### **4. UNISEX RATES**

The Company may use unisex purchase rates in determining the amount of each annuity income distribution. If so, misstatement of the sex of the Annuitant or the designated second person, if any, will not result in the recalculation of annuity payments.

#### **5. REQUIRED DISTRIBUTIONS GENERALLY**

Notwithstanding any provision of the Contract to the contrary, the distribution of the Owner's interest in the Contract shall be made in accordance with the requirements of Code Sections 401(a)(9) and 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Contract (as determined under Section 8.C. of this Endorsement) must satisfy the requirements of Code Section 408(a)(6) and the regulations thereunder, rather than Sections 7 and 8 of this Endorsement.

#### **6. REQUIRED BEGINNING DATE**

As used in this Endorsement, the term "Required Beginning Date" means April 1 of the calendar year following the calendar year in which the Owner attains age 70½, or such later date as provided by law.

#### **7. DISTRIBUTIONS DURING OWNER'S LIFE**

A. Unless otherwise permitted under applicable law, the Owner's entire interest in the Contract will commence to be distributed no later than the Required Beginning Date over:

- (i) the life of the Owner, or the lives of the Owner and his or her designated beneficiary (within the meaning of Code Section 401(a)(9)), or
- (ii) a period certain not extending beyond the life expectancy of the Owner, or the joint and last survivor expectancy of the Owner and his or her designated beneficiary.

Payments must be made in periodic payments at intervals of no longer than one year. Unless otherwise provided by applicable federal tax law, payments must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of Section 1.401(a)(9)-6 of the Income Tax Regulations, and any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6 of the Income Tax Regulations.

The distribution periods described in this subsection A cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).

- B. If the Owner's interest is to be distributed over a period greater than one year, the amount to be distributed by December 31 of each year (including the year in which the Required Beginning Date occurs) will be made in accordance with the requirements of Code Section 401(a)(9) and the regulations thereunder. If annuity payments commence on or before the Required Beginning Date, the first required payment can be made as late as the Required Beginning Date and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

## **8. DISTRIBUTIONS AFTER DEATH OF THE OWNER**

- A. If the Owner dies on or after required distributions commence, the remaining portion of his or her interest in the Contract, if any, will be distributed at least as rapidly as under the Annuity Payment Option chosen.
- B. If the Owner dies before required distributions commence, his or her entire interest in the Contract will be distributed at least as rapidly as follows:
  - (i) If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the designated beneficiary's life, or over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the individual's death, or, if elected, in accordance with paragraph B(iii) below.
  - (ii) If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70½, if later), over the surviving spouse's life, or, if elected, in accordance with paragraph B(iii) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph B(iii) below. If the surviving spouse dies after required distributions

commence to him or her, any remaining interest will be distributed at least as rapidly as under the Annuity Payment Option chosen.

- (iii) If there is no designated beneficiary, or if applicable by operation of paragraph B(i) or B(ii) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the individual's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph B(ii) above).
- (iv) Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph B(i) or (ii) and reduced by 1 for each subsequent year.

- C. The "interest" in the Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations. Also, prior to the date that annuity payments commence on an irrevocable basis (except for acceleration) the "interest" in the Contract includes the actuarial value of any other benefits provided under the Contract, such as guaranteed death benefits.
- D. For purposes of subsections A and B above, required distributions are considered to commence on the Required Beginning Date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph B(ii) above. However, if distributions start prior to the applicable date in the preceding sentence on an irrevocable basis (except for acceleration) in accordance with the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

## **9. SPOUSAL CONTINUATION**

If the Owner dies prior to the Annuity Date and the sole designated beneficiary is the Owner's surviving spouse, the surviving spouse may elect to treat the Annuity Contract as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the Annuity Contract or fails to take required distributions as a beneficiary.

## **10. ANNUITY PAYMENT OPTIONS**

All Annuity Payment Options under the Contract must meet the requirements of Code Sections 401(a)(9) and 408(b)(3). The provisions of this Endorsement

reflecting the requirements of these Code Sections override any Annuity Payment Option that is inconsistent with such requirements.

If guaranteed payments are to be made under the Contract, the period over which the guaranteed payments are to be made must not exceed the period permitted under Section 1.401(a)(9)-6 of the Income Tax Regulations (except as otherwise provided by applicable federal tax law).

If the Owner names a designated second person, the Owner must select either one of the Joint and Survivor Annuity Payment Options provided under the Contract under which the survivor may receive the full annuity income, two-thirds of the full annuity income, or one-half of the full annuity income. However, the Owner may not select a Joint and Survivor Annuity Payment Option under which full annuity income may be paid to the designated second person as the survivor if the designated second person is not the Owner's spouse and the Owner is more than 10 years older than the designated second person. In addition, the Owner may not select a Joint and Survivor Annuity Payment Option under which two-thirds of the annuity income may be paid to the designated second person as the survivor if the designated second person is not the Owner's spouse and the Owner is more than 24 years older than the designated second person.

#### **11. ANNUAL REPORTS**

The Company will furnish annual calendar year reports concerning the status of this Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of the Internal Revenue Service.

#### **12. AMENDMENT OF THIS ENDORSEMENT**

The Company reserves the right to amend this Endorsement in any aspect at any time so that it may conform to the applicable provisions of the Code and regulations thereunder as in effect from time to time. Any such amendment will be subject to any necessary regulatory approvals.

MetLife Investors USA Insurance Company has caused this Endorsement to be signed by its Secretary.

**MetLife Investors USA Insurance Company**



**[Secretary]**

Home Office Address (no correspondence)
222 Delaware Avenue Suite 900
Wilmington, DE 19899

Send Application and check to:
MetLife Investors USA Insurance Company
Annuity Service Center / P.O. Box 770001 / Cincinnati, Ohio 45277-0050

If you have questions about filling out this form, please call an Annuity Specialist at 800-544-2442, Monday through Friday, 8 a.m. to 10 p.m. Eastern time.

1 CONTRACT OWNER(S)/ANNUITANT(S)

Note: A copy of each Annuitant's driver's license, a valid passport, or a birth certificate must be submitted.

Select one of the below:

- A. Individual Owner — Owner will be Primary Annuitant
B. Joint Owners (non-IRA only) — Owners will be Primary and Joint Annuitants (spouse only)
C. Trust — For Contracts owned by a Trust, please complete Trust Information (Section 2) and Annuitant information. The grantor of the Trust must be the Annuitant of the contract.

The annuitant is the person(s) designated by the Owner(s) whose age and life determine eligibility for benefits under the Guaranteed Withdrawal Benefit for Life provision and the Annuity Income provisions.

Primary Annuitant

Form fields for Primary Annuitant: First Name (John), MI (J), Last Name (Doe), Social Security/Tax ID Number (123-45-6789)

Date of Birth (04/12/1958) and Gender (Male) fields.

Daytime Phone (708-123-4567), Evening Phone (708-555-5555), and E-mail (x/y/z@yahoo.com) fields.

Address fields: Address (123 MAIN STREET), City (Any City), State (Any STATE), Zip Code (60001)

Joint Annuitant (if applicable, spouse only)

Form fields for Joint Annuitant: First Name, MI, Last Name, Social Security/Tax ID Number

Date of Birth and Gender fields for Joint Annuitant.

Daytime Phone, Evening Phone, and E-mail fields for Joint Annuitant.

Relationship to the Primary Annuitant

Check here if address is the same as Primary Annuitant

Address fields for Joint Annuitant: Address, City, State, Zip Code







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**7** **SYSTEMATIC WITHDRAWAL OPTION FOR GUARANTEED WITHDRAWAL BENEFIT (GWB) AMOUNT**

If you wish to start systematic withdrawals, please fill out the attached systematic withdrawal form.

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**8** **AGREEMENTS** Please read this section and sign.

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**Fraud Statements and Disclosures**

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**Arkansas, Louisiana, and West Virginia Residents Only:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and confinement in prison.

**District of Columbia Residents Only: WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

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

**Maine, Tennessee, Virginia, and Washington Residents Only:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

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

**New Jersey Residents Only:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

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

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

**Pennsylvania Residents Only: ANNUITY PAYMENTS OR SURRENDER VALUES, WHEN BASED UPON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT.**

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

**Required Distribution**

If you purchase your MetLife Growth and Guaranteed Income in or after the year in which you reach the age of 70½, you may purchase MetLife Growth and Guaranteed Income only if you have satisfied your Minimum Required Distribution (MRD) for the current and all previous years.

To the extent the source of funds used to purchase this contract is subject to the MRD Rules, I hereby certify that I have withdrawn all required distributions. I release MetLife Investors USA Insurance Company from responsibility for my compliance with the MRD provisions of the Internal Revenue Code.

**Income Tax Withholding Information**

Under penalties of perjury, I, the Owner, certify that:

The number shown in this application is my correct taxpayer identification number, and I am not subject to backup withholding because (a) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends.

or

(b) the IRS has notified me that I am not subject to backup withholding.  
*(If you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on our tax return, you must cross out and initial this item.)*

I am a U.S. citizen or a U.S. resident alien for tax purposes.  
*(If you are not a U.S. citizen or a U.S. resident alien for tax purposes, please cross out this certification and complete form W-8BEN).*

The IRS does not require your consent to any provision of this document other than certifications required to avoid backup withholding.

**Agreement**

ALL PREMIUM CHECKS MUST BE MADE PAYABLE TO METLIFE INVESTORS USA INSURANCE COMPANY. DO NOT MAKE THE CHECK PAYABLE TO ANY AGENT. PLEASE DO NOT LEAVE PAYEE BLANK.

By signing below, I (we) acknowledge receipt of the current prospectus for the MetLife Growth and Guaranteed Income and all required investment portfolio prospectuses. THE ANNUITY VALUES, WHEN BASED ON THE INVESTMENT OPTIONS, MAY INCREASE OR DECREASE ON ANY DAY DEPENDING UPON THE INVESTMENT PERFORMANCE. No minimum cash surrender value is guaranteed.

I understand there is no additional tax benefit obtained by funding an IRA with a variable annuity.

I further acknowledge that I have received MetLife's Customer Privacy Notice.

I have read the State Fraud Statement in Section 8 above applicable to me.

For Pennsylvania residents only: By signing below, I/we confirm receipt of the PA GWB Supplemental Application form. I/we understand that all annuity payments or values provided by the contract being applied for which are based on the investment experience of the Separate Account, are variable and are not guaranteed as to a Fixed Dollar amount.

<input checked="" type="checkbox"/> <i>John J. Doe, Owner</i>	<input checked="" type="checkbox"/> 11-1-2009	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
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SIGNATURE OF PRIMARY OWNER/ TRUSTEE

DATE

SIGNATURE OF JOINT OWNER/  
CO-TRUSTEE/CO-ANNUITANT (if applicable)

DATE

**SIGNATURE GUARANTEE REQUIREMENTS (may be required if funding from a Fidelity account)**

If you are funding this contract with proceeds from a non-retirement Fidelity account and the ownership of the account differs from this annuity contract, then the owners of the accounts must sign and have their signature guaranteed. A Signature Guarantee must be by a national bank, state-chartered commercial bank, trust company (except a savings bank), or by a member firm of the New York, American, Boston, Midwest, or Pacific Stock Exchange. A notary public cannot provide a signature guarantee.

X	X	X	X
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SIGNATURE OF PRIMARY OWNER/TRUSTEE	DATE	SIGNATURE OF JOINT OWNER/ CO-TRUSTEE/CO-ANNUITANT (if applicable)	DATE
------------------------------------	------	--	------

SIGNATURE GUARANTEE/STAMP AND SIGNATURE

SIGNATURE GUARANTEE/STAMP AND SIGNATURE

The information provided by the applicant has been truly and accurately recorded. I have reviewed the financial situation of the Proposed Owner as disclosed, and believe that an annuity contract would be suitable.

Does the applicant have any existing life insurance policies or annuity contracts?  Yes  No

Is this annuity being purchased to replace any existing life insurance or annuity policy(ies)?  Yes  No

If "Yes" to either, applicable disclosure and replacement forms must be attached.

X [Richard Roe]	X [Richard ROE]	X [9-1-2009]
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SIGNATURE OF FIDELITY REPRESENTATIVE	PRINT NAME OF FIDELITY REPRESENTATIVE	DATE
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[#723]

[001]

REPRESENTATIVE CODE/FL LICENSE ID# (if applicable)

BRANCH CODE

SERFF Tracking Number: METK-126293182 State: Arkansas  
 Filing Company: MetLife Investors USA Insurance Company State Tracking Number: 43431  
 Company Tracking Number: MGGI (10/09)  
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.004 Modified Single Premium  
 Product Name: MGGI  
 Project Name/Number: MGGI/MGGI (10/09)

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Flesch Certification		
<b>Bypass Reason:</b> Not applicable.		
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Application		
<b>Bypass Reason:</b> Not applicable.		
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Statement of Variability		
<b>Comments:</b>		
<b>Attachments:</b>		
Statement of Variability.pdf		
MGGI_Generic_APP_SoV.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Consumer Information Notice		
<b>Comments:</b>		
Per Objection letter dated 9/10/09- Objection #1		
<b>Attachment:</b>		
AR-CN _10-09_.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Life and Health Guaranty Notice		
<b>Comments:</b>		

SERFF Tracking Number: METK-126293182 State: Arkansas  
Filing Company: MetLife Investors USA Insurance Company State Tracking Number: 43431  
Company Tracking Number: MGGI (10/09)  
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.004 Modified Single Premium  
Product Name: MGGI  
Project Name/Number: MGGI/MGGI (10/09)

Per Objection letter dated 9/10/09- Objection #1

**Attachment:**

AR-GAN \_10-09\_.pdf

**Item Status:**

**Status**

**Date:**

**Satisfied - Item:** Certification

**Comments:**

Per Objection letter dated 9/10/09- Objection #1

**Attachment:**

AR Cert.pdf

**MetLife Investors USA Insurance Company**  
**Modified Single Premium Individual Deferred Variable Annuity Contract**  
**Statement of Variables**

This document will define the range of variation of bracketed items on the Contract Schedule. Variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. Future changes to items in brackets will only apply to new issues.

<b>Items in Brackets</b>	<b>Possible Variations</b>
<b>CONTRACT COVER PAGE</b>	
<b>Company address</b>	The company address may change at some point in the future.
<b>Officer Name, Signatures and Titles</b>	The officers shown will reflect for new issues the current names and titles of the individuals holding those positions within the company. The officer name may or may not print, but the signature and title always will.
<b>Guide to Contract Provisions</b>	This section would change for pagination purposes due to changes in production due to technology advancements. In no event would the font size ever be less than the minimum requirement 10-point type.
<b>CONTRACT SCHEDULE PAGE</b>	
<b>Contract Number</b> <b>Contract Date</b> <b>Contract Type [Qualified, Non-Qualified]</b> <b>Annuity Date</b> <b>Owner(s)</b> <b>Annuitants, Date of Birth, Sex</b> <b>Purchase Payment</b>	All customer specific bracketed information is hypothetical and will vary by customer. Additionally, some of these fields may not print if they are not applicable to the Contract owner or to the marketing programs.
<b>Minimum Purchase Payment/</b> <b>Maximum Total Purchase</b> <b>Payments:</b>	The range for the Minimum Purchase Payment will be between \$0 and \$75,000. This item is currently shown as \$50,000 on the Contract Schedule. The Maximum Total Purchase Payment threshold beyond which our prior approval will be required will be greater than \$0.
<b>Minimum Amount to be Transferred</b>	The range for the Minimum Amount to be Transferred will be between \$0 (meaning there is no minimum amount) and \$1,000. This item is currently shown as \$250 on the Contract Schedule. This item will not print if there is only one Investment Option.
<b>Maximum Number of Exchange Days:</b>	The Maximum Number of Exchange Days allowed per Contract Year will be no fewer than 12. This item is currently shown as 12 on the Contract Schedule. This item will not print if there is only one Investment Option.

<b>Exchange Fee</b>	The Exchange Fee for exchanges in excess of the allowable maximum number of exchanges per Contract Years will range between \$0 (where no charge will be assessed) and \$50. This item is currently shown as \$25 on Contract Schedule. This item will not print if there is only one Investment Option.
<b>Minimum Systematic Partial Withdrawal</b>	The range for the minimum partial withdrawal amount allowed will be between \$0 (meaning there is no minimum amount) and \$1,000. This item is currently shown as \$50 on the Contract Schedule.
<b>Annual Mortality and Expense Charge:</b>	The Mortality and Expense Charge will be no greater than 3.40% for one Annuitant and 3.60% for two Annuitants and no less than 0.60% and 0.80% respectively. This item is currently shown as 1.90% for one Annuitant and 2.05% for two Annuitants on the Contract Schedule.
<b>Surrender Charge</b>	The range for the withdrawal charge percentages will be between 0% and 7%. The range for the withdrawal charge period will be between 1 and 7 years.
<b>Variable Account</b>	We may change the name of the Variable Account due to any future name changes at that level.
<b>Annuity Requirements</b>	<p>The Contract Schedule currently reflects the following language for Item #1:</p> <p>The Annuity Date is the first day of the calendar month on or after the Contract Anniversary that falls on or after the oldest Owner's (Annuitant's if Contract is owned by a grantor trust) 95<sup>th</sup> birthday.</p> <p>The following Alternative language may print for new issues depending on the distribution channel and/or future practices regarding the Annuity Date.</p> <p>Alternate Text – version #2: The Annuity Date is the later of the first day of the calendar month following the oldest Owner's (Annuitant's if Contract is owned by a grantor trust) 90<sup>th</sup> birthday or ten (10) years from the Contract Date, or if we agree, a later date not to exceed the oldest Owner's (Annuitant's if Contract is owned by a grantor trust) 95<sup>th</sup> birthday.</p> <p>Alternate Text – version #3: The Annuity Date is the later of the first day of the calendar month following the oldest Owner's (Annuitant's if Contract is owned by a grantor trust) 90<sup>th</sup> birthday or ten (10) years from the Contract Date, or to a later date if we agree.</p>

	<p>Alternate Text – version #4:  The Annuity Date is the first day of the calendar month on or after the Contract Anniversary that falls on or after the oldest Owner's (Annuitant's if Contract is owned by a grantor trust) 95<sup>th</sup> birthday, or to a later date if we agree.</p>
<b>Annuity Tables</b>	<p>Items shown currently are based on the Annuity 2000 Mortality table with 7-year age setback with interest at 1%. The range for the interest rate will be between 1% and 3%.</p>
<b>Annuity Service Center:</b>	<p>This item is bracketed to allow for address changes for our Administrative Office.</p>
<b>Minimum Lifetime Income Age</b>	<p>The Minimum Lifetime Income Age may range between ages 40-75. This item is shown as 59 ½ on the Contract Schedule.</p>
<b>Withdrawal Percentage</b>	<p>The Withdrawal Percentage may range between 1% and 10%. This item may vary by date of first withdrawal, by age at time of first withdrawal or combination of both.</p> <p>The Contract Schedule currently reflects the following language:</p> <p style="padding-left: 40px;">4.00% if the youngest Annuitant's attained age is 59 ½ through 64, 5.00% if the youngest Annuitant's attained age is 65 through 75 and 6.00% if the youngest Annuitant's attained age is 76 or older.</p> <p>The following Alternative language may print for new issues depending on the distribution channel and/or future practices regarding the Annuity Date.</p> <p style="padding-left: 40px;">Alternate Text - Version 1:  5.00% if first withdrawal is taken before the Contract Year in which the youngest Annuitant will attain age 76, 6.00% if first withdrawal is taken during the Contract Year in which the youngest Annuitant attains or will attain age 76 or older.</p> <p style="padding-left: 40px;">Alternate Text - Version 2:  5.00% if first withdrawal is taken before the 5th Contract Anniversary, 6.00% if first withdrawal is taken on or after the 5th Contract Anniversary</p>
<b>Automatic Step-Up Date</b>	<p>The Automatic Step-up Date will be each TX Contract Anniversary or each TX Contract Anniversary where X may range between 1 and 5.</p>
<b>Maximum Automatic Step-Up Age</b>	<p>The Maximum Automatic Step-up Age may vary between ages 70 and 100. This item is shown as 85 on</p>

	the Contract Schedule.
<b>Minimum Initial Income Payment</b>	The range will be between \$0 and \$100. This item is shown as \$20.00 on the Contract Schedule.
<b>Investment Options</b>	The funds are bracketed to allow for changes for fund availability which may be available under this contract as well as for fund additions and name changes to the funds.
<b>Endorsements Attached to this contract</b>	Endorsements, if any, that are issued with the contract will be listed here .

**STATEMENT OF VARIABILITY**  
**MetLife Investors USA Insurance Company**  
**Application Form 8800 (10/09)**

<b>Home Office Address, Annuity Service Center Address:</b>	These fields are bracketed to allow us to change the address, zip code, product name, and phone number if necessary.
<b>Investment Option Allocation</b>	The funds are bracketed to allow for changes for fund availability which may be available under this contract as well as for fund additions and name changes to the funds.
<b>Purchase Payment Methods</b>	We reserve the right for future reprints of the application, to reformat this section as follows: <ul style="list-style-type: none"><li>• The Funding Source of Purchase Payment section will show some or all of the following available choices (1035 Exchange, Check, Transfer, Rollover Contribution, Other)</li></ul>
<b>Fraud Statement &amp; Disclosures</b>	The text in these sections may be enhanced for clarity or compliance with insurance laws in your state or other states. Additionally, the Disclosure & Acknowledgement section may be modified for any changes in “fraud language” that may be required by other states.

**Policyholder Service  
Office of the Company:**

**Address:**

**Telephone Number:**

**Annuity Service Center**

P.O. Box 770001  
Cincinnati, OH 45277-0050

800-634-9361

If we at MetLife Investors USA Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

**Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904  
(501) 371-2600  
(800) 282-9134**

LIMITATIONS AND EXCLUSIONS UNDER THE  
ARKANSAS LIFE AND HEALTH INSURANCE  
GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or accident and health insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well-managed and financially stable.

**DISCLAIMER**

The Arkansas Life and Health Insurance Guaranty Association may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in this state. You should not rely on coverage by the Arkansas Life and Health Insurance Guaranty Association in selecting an insurance company or in selecting an insurance policy.

Coverage is NOT provided for your policy or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to give or send you this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association  
C/O Liquidation Division  
1023 West Capitol  
Little Rock, Arkansas 72201

Arkansas Insurance Department  
1200 West Third Street  
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net coverage is called the Arkansas Life and Health Guaranty Association Act ("Act"). Below is a brief summary of this Act's coverages, exclusions

and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

(Please turn to back of page)

## **COVERAGE**

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity health insurance contract or policy, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners protected as well, even if they live in another state.

## **EXCLUSIONS FROM COVERAGE**

However, persons owning such policies are NOT protected by the Guaranty Association if:

- they are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose Guaranty Association protects insureds who live outside that state);
- the insurer was not authorized to do business in this state;
- their policy was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policyholder is subject to future assessments, or by an insurance exchange.

The Association also does NOT provide coverage for:

- any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- any policy of reinsurance (unless an assumption certificate was issued);
- interest rate yields that exceed an average rate;
- dividends and voting rights and experience rating credits;
- credits given in connection with the administration of a policy by a group contractholder;
- employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- unallocated annuity contracts (which give rights to group contractholders, not individuals);
- unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

## **LIMITS ON AMOUNT OF COVERAGE**

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contractholder for unallocated annuity benefits, irrespective of the number of contracts held by the contractholder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

# State of Arkansas

## Certification

We certify compliance with Articles VI, VII, IX, and XI of Rule and Regulation 33 and all other applicable requirements of the Arkansas Insurance Department.

Bennett D. Kleinberg

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*Print Name*



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*Signature*

Vice President & Senior Actuary

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9/11/2009

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*Date*