

SERFF Tracking Number: FRTH-126435024 State: Arkansas  
 Filing Company: Forethought Life Insurance Company State Tracking Number: 44553  
 Company Tracking Number:  
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium  
 Variable  
 Product Name: FA2001SPDANX-01 Single Premium Deferred Annuity Contract  
 Project Name/Number: FA2001SPDANX-01 Single Premium Deferred Annuity Contract/FA2001SPDANX-01

## Filing at a Glance

Company: Forethought Life Insurance Company

Product Name: FA2001SPDANX-01 Single Premium Deferred Annuity Contract SERFF Tr Num: FRTH-126435024 State: Arkansas

TOI: A02I Individual Annuities- Deferred Non- Variable SERFF Status: Closed-Approved- Closed State Tr Num: 44553

Sub-TOI: A02I.003 Single Premium Co Tr Num: State Status: Approved-Closed  
 Filing Type: Form Reviewer(s): Linda Bird

Author: Kasey Poettker

Disposition Date: 01/15/2010

Date Submitted: 01/13/2010

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: FA2001SPDANX-01 Single Premium Deferred Annuity Contract Status of Filing in Domicile: Pending

Project Number: FA2001SPDANX-01

Date Approved in Domicile:

Requested Filing Mode:

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: 01/15/2010

Explanation for Other Group Market Type:

State Status Changed: 01/15/2010

Deemer Date:

Created By: Kasey Poettker

Submitted By: Kasey Poettker

Corresponding Filing Tracking Number:

Filing Description:

Attached for your review and approval are the attached forms. They are new forms and do not replace any existing forms, nor have they been previously submitted to your Department.

The FA2001SPDANX-01 is a Single Premium Deferred Annuity contract with fixed account strategies. Complete descriptions of the strategies are provided to the applicant on Form FA5066SPDANX-01 – Disclosure Statement. The contract also offers, through riders, the Guaranteed Lifetime Income Benefit, which gives the owner the right to make

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Filing Company: Forethought Life Insurance Company State Tracking Number: 44553  
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TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium  
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Project Name/Number: FA2001SPDANX-01 Single Premium Deferred Annuity Contract/FA2001SPDANX-01

Systematic Withdrawals from the contract up to the amount of the Guaranteed Lifetime Annual Income each year for the rest of his life, beginning on an Option Date selected by the owner.

All account strategies are included as riders and credit interest to the owner's funds at interest rates declared by the company. Interest rates are guaranteed in advance of each Strategy Term for the length of the Strategy Term, as defined for the Strategy. The 1-Year Fixed Account Strategy rider will be attached to all FA2001SPDANX-01 contracts issued, and will be available at all times for this contract. Other fixed strategies may also be offered. The minimum guaranteed annual interest rate for all strategies is 1.00%. This contract permits strategy reallocations to available strategies after each Strategy Term.

The Contract has a ten year withdrawal charge period. We may offer the product with a market value adjustment, which is being filed by endorsement and is described below.

Payments - Only an initial single premium will be accepted as payment for this contract. No additional premiums will be accepted. See the Premium Payment section in the Contract. The single premium range for this annuity will be \$5,000 to \$1,000,000. Forethought may accept amounts greater than \$1,000,000, subject to prior home office approval.

Issue Ages - The issue ages for the contract are 0 through 85. The issue ages for the optional Increased Death Benefit Guarantee Rider are 0 through 75.

Target Market - The market for this Single Premium Deferred Annuity will initially be clients of independent marketing organizations ("IMO's") and it will be individually issued through licensed and appointed agents. Forethought provides on-line producer training for all new agents. Additional training is provided when a new annuity is approved for sale in a state so that agents will understand the particulars of the new annuity and the target market for this product.

What is the target market for the company's annuity products?

- the issue ages?

o Issue Ages 0-85 for both Qualified and Non-Qualified Plans

o Issue Ages for Death Benefit Rider 0-75

o Non-Qualified Plans:

Joint owner permitted – use the ages of the oldest joint owner

o Qualified Plans:

Joint ownership not permitted

Distributions at least equal to the IRS Required Minimum Distribution amounts must begin by the time the owner reaches age 70½

o If any of the owners' ages fall outside the stated age range the contract will be rejected

o Non-Qualified contracts may be owned by non-person entity BUT the guaranteed lifetime income benefit will be based

SERFF Tracking Number: FRTH-126435024 State: Arkansas  
Filing Company: Forethought Life Insurance Company State Tracking Number: 44553  
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TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium  
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Project Name/Number: FA2001SPDANX-01 Single Premium Deferred Annuity Contract/FA2001SPDANX-01

on the life of the annuitant (oldest joint annuitant).

What guidelines have been provided through the market distribution system to ensure that sales are aimed at the target market?

- When a new product is introduced to the agent force on-line training is provided for agents. The agents are also furnished written materials describing the product.

What procedures have been put into place to monitor solicitation and marketing practices to ensure compliance with these guidelines?

- A review of applications is in place. If an applicant meets one or more of our criteria, the application is given a thorough review to determine the suitability of this purchase by the applicant. The main criteria used to require a Suitability review are:

- All applicants age 65 and over;
- All applicants who would be paying a surrender penalty if replacing a current annuity; and
- All applicants who would be using a certain percentage of their assets to purchase the annuity.

What procedures have been put in place to monitor business in force to ensure that the company's annuity products are reaching the target market?

- Please see the response to the previous question.

What actions does the company put in place if annuity product sales do not tract the target market?

- If an applicant does not meet the Suitability requirements, the application is rejected.

The following riders may be offered with FA2001SPDANX-01.

Increased Death Benefit Guaranteed Rider

FA4033-01 – The Increased Death Benefit Guaranteed Rider – This Rider will provide an Increased Death Benefit Guaranteed for the Contract to which it is attached. Prior to the Annuity Date, this Rider will pay the greater of the Increased Death Benefit Guaranteed and the Contract's Death Benefit, if a death benefit is paid under the Contract. The Increased Death Benefit Guaranteed is determined at the beginning of each Contract Year, and immediately after any Withdrawal. The Increased Death Benefit Guarantee is equal to:

1. Premium paid; less
2. Any withdrawals taken, including Withdrawal Charges; multiplied by
3. the lesser of
  - a. One plus the Increased Death Benefit Guarantee Factor; and

SERFF Tracking Number: FRT-126435024 State: Arkansas  
Filing Company: Forethought Life Insurance Company State Tracking Number: 44553  
Company Tracking Number:  
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium  
Variable  
Product Name: FA2001SPDANX-01 Single Premium Deferred Annuity Contract  
Project Name/Number: FA2001SPDANX-01 Single Premium Deferred Annuity Contract/FA2001SPDANX-01

**b. The Death Benefit Guarantee Rider Maximum Growth.**

The Increased Death Benefit Guarantee Factor increases by a fixed percent (the Death Benefit Guarantee Rider Annual Benefit Increase) each year, on each Contract Anniversary until the earlier of reaching the Death Benefit Guaranteed Rider Maximum Growth or the anniversary next following the oldest original Owners 85th birthday.

**Guaranteed Lifetime Income Benefit Riders**

FA4041-01 – The Guaranteed Lifetime Income Benefit Rider – may be attached to our deferred annuity contract form FA2001SPDANX-01. The Guaranteed Lifetime Income Benefit provided by this rider allows the owner to make systematic withdrawals for annual amounts up to the Guaranteed Lifetime Annual Income beginning on the Option Date selected by the owner and continuing for the remainder of the owner's life. The Option Date must follow the later of the Guaranteed Lifetime Income Benefit Waiting Period or the owner's age 59 ½.

The initial Guaranteed Lifetime Income Account Value (GLIAV) is equal to the premium paid. Thereafter the GLIAV is an accumulation of premium that grows at the Guaranteed Lifetime Income Account Accumulation Rate at the end of each of the first 10 contract years, or until the Option Date if earlier. Withdrawals reduce the GLIAV in proportion to the reduction in Contract Value.

The initial Guaranteed Lifetime Annual Income (GLAI) is equal to the Guaranteed Lifetime Income Benefit Factor for the applicable Income Option and attained age on the Option Date, multiplied by the greater of 1) the Guaranteed Lifetime Income Account Value on the Option Date and 2) the Contract Value on the Option Date. The GLAI will decrease following annual withdrawals that exceed the contract year's GLAI. The GLAI will increase on contract anniversaries to the Guaranteed Lifetime Income Benefit Factor multiplied by the current Contract Value, if that exceeds the current GLAI.

FA4042-01 – The Guaranteed Lifetime Income Benefit Plus Rider – may be attached to our deferred annuity contract form FA2001SPDANX-01. It is identical to the Guaranteed Lifetime Income Benefit Rider except that the initial GLIAV is equal to the premium paid multiplied by the Guaranteed Lifetime Income Account Premium Factor.

**Fixed Account Strategy Riders**

FA4034-01 – The 1-Year Fixed Account Strategy Rider – will be attached to our deferred annuity contract form FA2001SPDANX-01. The strategy credits interest daily based on the interest rate declared by us in advance of each 1-year Term Period. Each declared interest rate is guaranteed for the applicable 1-year Term Period. The minimum annual interest rate for this strategy is 1.0%.

SERFF Tracking Number: FRT-126435024 State: Arkansas  
Filing Company: Forethought Life Insurance Company State Tracking Number: 44553  
Company Tracking Number:  
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium  
Variable  
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Project Name/Number: FA2001SPDANX-01 Single Premium Deferred Annuity Contract/FA2001SPDANX-01

FA4035-01 – The 2-Year Fixed Account Strategy Rider – may be attached to our deferred annuity contract form FA2001SPDANX-01. The strategy credits interest daily based on the interest rate declared by us in advance of each 2-year Term Period. Each declared interest rate is guaranteed for the applicable 2-year Term Period. The minimum annual interest rate for this strategy is 1.0%.

FA4036-01 – The 3-Year Fixed Account Strategy Rider – may be attached to our deferred annuity contract form FA2001SPDANX-01. The strategy credits interest daily based on the interest rate declared by us in advance of each 3-year Term Period. Each declared interest rate is guaranteed for the applicable 3-year Term Period. The minimum annual interest rate for this strategy is 1.0%.

FA4037-01 – The 4-Year Fixed Account Strategy Rider – may be attached to our deferred annuity contract form FA2001SPDANX-01. The strategy credits interest daily based on the interest rate declared by us in advance of each 4-year Term Period. Each declared interest rate is guaranteed for the applicable 4-year Term Period. The minimum annual interest rate for this strategy is 1.0%.

FA4038-01 – The 5-Year Fixed Account Strategy Rider – may be attached to our deferred annuity contract form FA2001SPDANX-01. The strategy credits interest daily based on the interest rate declared by us in advance of each 5-year Term Period. Each declared interest rate is guaranteed for the applicable 5-year Term Period. The minimum annual interest rate for this strategy is 1.0%.

FA4039-01 – The 7-Year Fixed Account Strategy Rider – may be attached to our deferred annuity contract form FA2001SPDANX-01. The strategy credits interest daily based on the interest rate declared by us in advance of each 7-year Term Period. Each declared interest rate is guaranteed for the applicable 7-year Term Period. The minimum annual interest rate for this strategy is 1.0%.

FA4040-01 – The 10-Year Fixed Account Strategy Rider – may be attached to our deferred annuity contract form FA2001SPDANX-01. The strategy credits interest daily based on the interest rate declared by us in advance of each 10-year Term Period. Each declared interest rate is guaranteed for the applicable 10-year Term Period. The minimum annual interest rate for this strategy is 1.0%.

#### MVA Endorsement

FA4043-01 – Market Value Adjustment Endorsement – may be attached to our deferred annuity contract form FA2001SPDANX-01. If attached to the contract, this rider may increase or decrease the amount of a withdrawal to which a withdrawal charge applies. The MVA formula depends on the difference between 1) the interest rate for the 1-Year Fixed Account Strategy on this Contract at the time of issue and 2) the interest rate for the 1-Year Fixed Account Strategy on new issues of this product or a similar product at the time of withdrawal, and on the months remaining in the

SERFF Tracking Number: FRTH-126435024 State: Arkansas  
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Withdrawal Charge Period, within limits.

The market for this Single Premium Deferred Annuity will initially be clients of independent marketing organizations (“IMO’s”) and it will be individually issued through licensed and appointed agents.

The Riders, FA4034-01 through FA4043-01, that are referred to in this filing, have been submitted via SERFF #FRTH-126433434 and will be used with this product.

Forethought Life Insurance Company will not provide illustrations for these Single Premium Deferred Annuity contracts. This submission contains no provisions, conditions, or concepts that are uncommon, unusual or possibly controversial from the standpoint of normal company or industry standards.

To the best of my knowledge and belief, these forms comply with the requirements of your state. Any required certification and/or fees are attached to or otherwise associated with this filing. Since our printers use various fonts and layouts, we reserve the right to format the pages to conform to the printer’s requirements. No change in language or reduction in font size will occur, only a possible page break, or renumbering of a page.

If you have any questions concerning this filing, you may contact me directly at 1-800-648-0075 ext. 6748 or by e-mail at kasey\_poettker@forethought.com.

## Company and Contact

### Filing Contact Information

Kasey Poettker, Compliance Analyst kasey\_poettker@forethought.com  
1 Forethought Center 812-933-6748 [Phone]  
Batesville, IN 47006 812-933-6348 [FAX]

### Filing Company Information

Forethought Life Insurance Company CoCode: 91642 State of Domicile: Indiana  
1 Forethought Center Group Code: 1266 Company Type: Insurance  
Batesville, IN 47006 Group Name: State ID Number:  
(800) 648-0075 ext. [Phone] FEIN Number: 06-1016329

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## Filing Fees

Fee Required? Yes  
Fee Amount: \$90.00



SERFF Tracking Number: *FRTH-126435024* State: *Arkansas*  
 Filing Company: *Forethought Life Insurance Company* State Tracking Number: *44553*  
 Company Tracking Number:  
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 Product Name: *FA2001SPDANX-01 Single Premium Deferred Annuity Contract*  
 Project Name/Number: *FA2001SPDANX-01 Single Premium Deferred Annuity Contract/FA2001SPDANX-01*

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/15/2010	01/15/2010

### 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	01/14/2010	01/14/2010	Kasey Poettker	01/14/2010	01/14/2010



SERFF Tracking Number: FRTH-126435024 State: Arkansas  
 Filing Company: Forethought Life Insurance Company State Tracking Number: 44553  
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 Variable  
 Product Name: FA2001SPDANX-01 Single Premium Deferred Annuity Contract  
 Project Name/Number: FA2001SPDANX-01 Single Premium Deferred Annuity Contract/FA2001SPDANX-01

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	FA4033-01 and FA4012-02 Riders		Yes
Supporting Document	IRA Riders		Yes
Supporting Document	Waiver Riders		Yes
Supporting Document	Guaranty Notice		Yes
Supporting Document	Form FA4048-01-AR - Information to Contractholders		Yes
Supporting Document	Certification		Yes
Form	Single Premium Deferred Annuity Contract		Yes
Form	Single Premium Deferred Annuity Application		Yes
Form	Disclosure Statement		Yes

SERFF Tracking Number: FRT-126435024 State: Arkansas  
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Product Name: FA2001SPDANX-01 Single Premium Deferred Annuity Contract  
Project Name/Number: FA2001SPDANX-01 Single Premium Deferred Annuity Contract/FA2001SPDANX-01

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 01/14/2010  
Submitted Date 01/14/2010  
Respond By Date 02/15/2010

Dear Kasey Poettker,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue. Please review your issue procedures and assure us that you are in compliance with Ark. Code Ann. 23-79-138.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Project Name/Number: FA2001SPDANX-01 Single Premium Deferred Annuity Contract/FA2001SPDANX-01

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 01/14/2010  
Submitted Date 01/14/2010

Dear Linda Bird,

### Comments:

Good afternoon.

### Response 1

Comments: I have attached a form, FA4048-01-AR to comply w/ Bulletin 15-2009, a copy of the Guaranty Notice that we provide to the consumer w/ their contract and a Certification to comply with Regulation 19s10B.

Thank you for your assistance with this filing.

Kasey Poettker

### Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue. Please review your issue procedures and assure us that you are in compliance with Ark. Code Ann. 23-79-138.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

### Changed Items:

#### Supporting Document Schedule Item Changes

Satisfied -Name: Guaranty Notice

Comment:

Satisfied -Name: Form FA4048-01-AR - Information to Contractholders

Comment:



SERFF Tracking Number: FRTH-126435024 State: Arkansas  
 Filing Company: Forethought Life Insurance Company State Tracking Number: 44553  
 Company Tracking Number:  
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## Form Schedule

Lead Form Number: FA2001SPDANX-01

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	FA2001SPDANX-01	Policy/Contract	Single Premium Deferred Annuity Contract Certificate	Initial		50.000	FA2001SPDANX-01 Secure Bonus 115 Fixed Generic ver12-21-09.pdf
	FA3008-01	Application/Enrollment Form	Single Premium Deferred Annuity Application	Initial		50.000	FA3008-01 - Secure Bonus 115 Application 12-22-09.pdf
	FA5066SPDANX-01	Other	Disclosure Statement	Initial		51.900	Income 115 Disclosure Statement - Fixed v12-22-09.pdf

# Single Premium Deferred Annuity Contract

**FORE  
THOUGHT®**

Forethought Life Insurance Company  
One Forethought Center  
P.O. Box 296  
Batesville, IN 47006-0296

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In this Contract, "You" or "Your" will refer to the Owner and "We," "Our," or "Us" will refer to Forethought Life Insurance Company, a stock company.

We will pay the proceeds of this Contract according to its terms. The proceeds will provide a monthly income or other settlement, in accordance with the Annuity Option selected.

This is a legal Contract between You and Us. Read it carefully.

## RIGHT TO EXAMINE AND RETURN THIS CONTRACT

If You are not satisfied, You may cancel Your Contract by returning it within thirty (30) days after the date You receive it. Mail or deliver to Us at the address shown above or to Your agent. If You return the Contract by mail, it will be deemed returned on being postmarked, properly addressed, and postage prepaid. This Contract will then be void from its start. Any Premium paid and not previously withdrawn will be refunded.

This Contract is signed by Us as of its Issue Date.



Secretary



President

### SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

Annuity benefit payable on Annuity Date

Death benefit payable in event of the  
Owner's death prior to Annuity Date

Market Value Adjustments may be applied on withdrawals which  
could increase or decrease Withdrawal Charges

**NONPARTICIPATING**

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## TABLE OF CONTENTS

	<u>Page Number</u>
Right to Examine and Return This Contract	1
Contract Data Page	3A
General Contract Information	3A
Strategy(ies) and Premium Allocation(s) Selected	3B
Guaranteed Lifetime Income Benefit	3E
Table of Withdrawal Charges	3G
Endorsements and Riders Attached to this Contract	3G
Definitions	4
General Provisions	6
The Contract	6
Incontestability	6
Nonparticipating	6
Misstatement of Age or Sex	6
Protection of Proceeds	6
Reports	6
Premium and Other Taxes	6
Evidence of Survival	6
Modification of Contract	6
Employer-Sponsored Plans	6
Annuitant, Ownership, Assignment Provisions	7
Annuitant	7
Owner	7
Joint Owner	7
Assignment	7
Beneficiary Provisions	8
Beneficiary	8
Simultaneous Death of Beneficiary and Owner	8
Change of Beneficiary	8
Premium Payment Provisions	9
Premium Payment	9
Allocation of Premium	9
Contract Value Provisions	9
Contract Value	9
Electing Strategies	9
Minimum Guaranteed Contract Withdrawal Value	10

---

## TABLE OF CONTENTS (continued)

	<u>Page Number</u>
Death Benefit Provisions	11
Death of Owner During the Accumulation Period	11
Death Benefit Amount During the Accumulation Period	11
Death Benefit Options During the Accumulation Period	11
Death of Owner During the Annuity Period	11
Death of Annuitant	11
Payment of Death Benefit	12
Withdrawal Provisions	13
Withdrawals	13
Withdrawal Amount	13
Withdrawal Proceeds	13
Withdrawal Charge Period	13
Withdrawal Charge	13
Market Value Adjustment	13
Free Withdrawal Amount	14
Systematic Withdrawals	14
Annuity Provisions	15
Maturity Date	15
Annuity Date Selection	15
Election of Annuity Options	15
Annuity Options	15
Annuity Payments	15
Frequency and Amount of Annuity Payments	16
Basis of Payments	16
Annuity Option(s) Table(s)	17
Deferral Payments	19
Reserves, Values and Benefits	19

---

## CONTRACT DATA PAGE

<b>CONTRACT NUMBER:</b>	(123456789)
<b>ISSUE DATE:</b>	(January 1, 2010)
<b>OWNER:</b>	(John Doe)
<b>OWNER'S AGE AT ISSUE DATE:</b>	(35)
<b>(JOINT OWNER:)</b>	(Jane Doe)
<b>(JOINT OWNER'S AGE AT ISSUE DATE:)</b>	(30)
<b>ANNUITANT:</b>	(John Doe)
<b>ANNUITANT'S SEX:</b>	(Male)
<b>ANNUITANT'S AGE AT ISSUE DATE:</b>	(35)
<b>(JOINT ANNUITANT:)</b>	(Jane Doe)
<b>(JOINT ANNUITANT'S SEX:)</b>	(Female)
<b>(JOINT ANNUITANT'S AGE AT ISSUE DATE:)</b>	(30)
<b>BENEFICIARY(IES):</b>	(James Doe) (Joan Doe)
<b>MATURITY DATE:</b>	(January 1, 2075)
<b>ANNUITY DATE:</b>	(January 1, 2075)
<b>CONTRACT TYPE:</b>	(Non-Qualified, IRA, Roth IRA)
<b>PREMIUM PAID:</b>	(\$250,000.00)
<b>(PREMIUM TAX PAID:)</b>	(\$0.00)
<b>(PREMIUM LESS PREMIUM TAX:)</b>	(\$250,000.00)
<b>MINIMUM ALLOCATION TO ANY STRATEGY:</b>	(\$10,000.00)
<b>MINIMUM WITHDRAWAL AMOUNT:</b>	(\$1,000.00)
<b>MINIMUM SYSTEMATIC WITHDRAWAL AMOUNT:</b>	(\$100.00)
<b>MINIMUM CONTRACT VALUE AFTER WITHDRAWAL:</b>	(\$5,000.00)
<b>MINIMUM GUARANTEED CONTRACT WITHDRAWAL VALUE PREMIUM FACTOR:</b>	(87.5%)
<b>MINIMUM GUARANTEED CONTRACT WITHDRAWAL VALUE INTEREST RATE:</b>	(3.00%)

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STRATEGY(IES) AND PREMIUM ALLOCATIONS SELECTED:

**1-YEAR FIXED ACCOUNT STRATEGY:**

ALLOCATED PREMIUM: (\$250,000.00)  
ALLOCATION PERCENTAGE: (100.00%)  
STRATEGY TERM: 1 Year  
INITIAL ANNUAL INTEREST RATE: (2.50%)  
{INTEREST RATE BONUS\*: (0.50%)  
\* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy and applies to the first Contract Year only.}  
MINIMUM ANNUAL INTEREST RATE: 1.00%

**{2-YEAR FIXED ACCOUNT STRATEGY:**

ALLOCATED PREMIUM: (\$0.00)  
ALLOCATION PERCENTAGE: (0.00%)  
STRATEGY TERM: 2 Years  
STRATEGY END YEAR: (2nd) Year  
INITIAL ANNUAL INTEREST RATE: (2.50%)  
{INTEREST RATE BONUS\*: (0.50%)  
\* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy and applies to the first Contract Year only.}  
MINIMUM ANNUAL INTEREST RATE: 1.00%

**{3-YEAR FIXED ACCOUNT STRATEGY:**

ALLOCATED PREMIUM: (\$0.00)  
ALLOCATION PERCENTAGE: (0.00%)  
STRATEGY TERM: 3 Years  
STRATEGY END YEAR: (3<sup>rd</sup>) Year  
INITIAL ANNUAL INTEREST RATE: (2.50%)  
{INTEREST RATE BONUS\*: (0.50%)  
\* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy and applies to the first Contract Year only.}  
MINIMUM ANNUAL INTEREST RATE: 1.00%

**{4-YEAR FIXED ACCOUNT STRATEGY:**

ALLOCATED PREMIUM: (\$0.00)  
ALLOCATION PERCENTAGE: (0.00%)  
STRATEGY TERM: 4 Years  
STRATEGY END YEAR: (4<sup>th</sup>) Year  
INITIAL ANNUAL INTEREST RATE: (2.50%)  
{INTEREST RATE BONUS\*: (0.50%)  
\* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy and applies to the first Contract Year only.}  
MINIMUM ANNUAL INTEREST RATE: 1.00%

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**{5-YEAR FIXED ACCOUNT STRATEGY:**

ALLOCATED PREMIUM: (\$0.00)  
ALLOCATION PERCENTAGE: (0.00%)  
STRATEGY TERM: 5 Years  
STRATEGY END YEAR: (5<sup>th</sup>) Year  
INITIAL ANNUAL INTEREST RATE: (2.50%)  
{INTEREST RATE BONUS\*: (0.50%)  
\* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy  
and applies to the first Contract Year only.}  
MINIMUM ANNUAL INTEREST RATE: 1.00%

}

**{7-YEAR FIXED ACCOUNT STRATEGY:**

ALLOCATED PREMIUM: (\$0.00)  
ALLOCATION PERCENTAGE: (0.00%)  
STRATEGY TERM: 7 Years  
STRATEGY END YEAR: (7<sup>th</sup>) Year  
INITIAL ANNUAL INTEREST RATE: (2.50%)  
{INTEREST RATE BONUS\*: (0.50%)  
\* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy  
and applies to the first Contract Year only.}  
MINIMUM ANNUAL INTEREST RATE: 1.00%

}

**{10-YEAR FIXED ACCOUNT STRATEGY:**

ALLOCATED PREMIUM: (\$0.00)  
ALLOCATION PERCENTAGE: (0.00%)  
STRATEGY TERM: 10 Years  
STRATEGY END YEAR: (10<sup>th</sup>) Year  
INITIAL ANNUAL INTEREST RATE: (2.50%)  
{INTEREST RATE BONUS\*: (0.50%)  
\* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy  
and applies to the first Contract Year only.}  
MINIMUM ANNUAL INTEREST RATE: 1.00%

}

**{GUARANTEED LIFETIME INCOME BENEFIT RIDER**

**MINIMUM GUARANTEED LIFETIME INCOME BENEFIT FACTORS:**

<u>Attained Age On the Option Date</u>	<u>Level Options</u>		<u>Increasing Options</u>	
	<u>Single Life Income Option</u>	<u>Joint Life Income Option</u>	<u>Single Life Income Option</u>	<u>Joint Life Income Option</u>
[0-59]	[4%]	[3%]	[3%]	[2%]
[60]	[4%]	[3%]	[3%]	[2%]
[61]	[4%]	[3%]	[3%]	[2%]
[62]	[4%]	[3%]	[3%]	[2%]
[63]	[4%]	[3%]	[3%]	[2%]
[64]	[4%]	[3%]	[3%]	[2%]
[65]	[4%]	[3%]	[3%]	[2%]
[66]	[4%]	[3%]	[3%]	[2%]
[67]	[4%]	[3%]	[3%]	[2%]
[68]	[4%]	[3%]	[3%]	[2%]
[69]	[4%]	[3%]	[3%]	[2%]
[70]	[4%]	[3%]	[3%]	[2%]
[71]	[4%]	[3%]	[3%]	[2%]
[72]	[4%]	[3%]	[3%]	[2%]
[73]	[4%]	[3%]	[3%]	[2%]
[74]	[4%]	[3%]	[3%]	[2%]
[75]	[4%]	[3%]	[3%]	[2%]
[76]	[4%]	[3%]	[3%]	[2%]
[77]	[4%]	[3%]	[3%]	[2%]
[78]	[4%]	[3%]	[3%]	[2%]
[79]	[4%]	[3%]	[3%]	[2%]
[80]	[4%]	[3%]	[3%]	[2%]
[81]	[4%]	[3%]	[3%]	[2%]
[82]	[4%]	[3%]	[3%]	[2%]
[83]	[4%]	[3%]	[3%]	[2%]
[84]	[4%]	[3%]	[3%]	[2%]
[85]	[4%]	[3%]	[3%]	[2%]
[86]	[4%]	[3%]	[3%]	[2%]
[87]	[4%]	[3%]	[3%]	[2%]
[88]	[4%]	[3%]	[3%]	[2%]
[89]	[4%]	[3%]	[3%]	[2%]
[90]	[4%]	[3%]	[3%]	[2%]
[91]	[4%]	[3%]	[3%]	[2%]
[92]	[4%]	[3%]	[3%]	[2%]
[93]	[4%]	[3%]	[3%]	[2%]
[94]	[4%]	[3%]	[3%]	[2%]
[95]	[4%]	[3%]	[3%]	[2%]
[96]	[4%]	[3%]	[3%]	[2%]
[97]	[4%]	[3%]	[3%]	[2%]
[98]	[4%]	[3%]	[3%]	[2%]
[99]	[4%]	[3%]	[3%]	[2%]
[100]	[4%]	[3%]	[3%]	[2%]

**COST OF LIVING INCREASE FACTOR:** (2.00%)  
**(APPLICABLE TO INCREASING LIFE INCOME OPTIONS)**

**GUARANTEED LIFETIME INCOME BENEFIT WAITING PERIOD:** (12 Months)

**GUARANTEED LIFETIME INCOME ACCOUNT ACCUMULATION RATE:** (5.00%)

**GUARANTEED LIFETIME INCOME BENEFIT RIDER ANNUAL CHARGE RATE:** (0.00%)

**INITIAL GUARANTEED LIFETIME INCOME ACCOUNT VALUE: (for determining income only)** (\$250,000.00)

**{GUARANTEED LIFETIME INCOME BENEFIT PLUS RIDER**

**MINIMUM GUARANTEED LIFETIME INCOME BENEFIT FACTORS:**

<b>Attained Age On the Option Date</b>	<b>Level Options</b>		<b>Increasing Options</b>	
	<b>Single Life Income Option</b>	<b>Joint Life Income Option</b>	<b>Single Life Income Option</b>	<b>Joint Life Income Option</b>
[0-59]	[4%]	[3%]	[3%]	[2%]
[60]	[4%]	[3%]	[3%]	[2%]
[61]	[4%]	[3%]	[3%]	[2%]
[62]	[4%]	[3%]	[3%]	[2%]
[63]	[4%]	[3%]	[3%]	[2%]
[64]	[4%]	[3%]	[3%]	[2%]
[65]	[4%]	[3%]	[3%]	[2%]
[66]	[4%]	[3%]	[3%]	[2%]
[67]	[4%]	[3%]	[3%]	[2%]
[68]	[4%]	[3%]	[3%]	[2%]
[69]	[4%]	[3%]	[3%]	[2%]
[70]	[4%]	[3%]	[3%]	[2%]
[71]	[4%]	[3%]	[3%]	[2%]
[72]	[4%]	[3%]	[3%]	[2%]
[73]	[4%]	[3%]	[3%]	[2%]
[74]	[4%]	[3%]	[3%]	[2%]
[75]	[4%]	[3%]	[3%]	[2%]
[76]	[4%]	[3%]	[3%]	[2%]
[77]	[4%]	[3%]	[3%]	[2%]
[78]	[4%]	[3%]	[3%]	[2%]
[79]	[4%]	[3%]	[3%]	[2%]
[80]	[4%]	[3%]	[3%]	[2%]
[81]	[4%]	[3%]	[3%]	[2%]
[82]	[4%]	[3%]	[3%]	[2%]
[83]	[4%]	[3%]	[3%]	[2%]
[84]	[4%]	[3%]	[3%]	[2%]
[85]	[4%]	[3%]	[3%]	[2%]
[86]	[4%]	[3%]	[3%]	[2%]
[87]	[4%]	[3%]	[3%]	[2%]
[88]	[4%]	[3%]	[3%]	[2%]
[89]	[4%]	[3%]	[3%]	[2%]
[90]	[4%]	[3%]	[3%]	[2%]
[91]	[4%]	[3%]	[3%]	[2%]
[92]	[4%]	[3%]	[3%]	[2%]
[93]	[4%]	[3%]	[3%]	[2%]
[94]	[4%]	[3%]	[3%]	[2%]
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[97]	[4%]	[3%]	[3%]	[2%]
[98]	[4%]	[3%]	[3%]	[2%]
[99]	[4%]	[3%]	[3%]	[2%]
[100]	[4%]	[3%]	[3%]	[2%]

**COST OF LIVING INCREASE FACTOR:** (2.00%)  
**(APPLICABLE TO INCREASING LIFE INCOME OPTIONS)**  
**GUARANTEED LIFETIME INCOME BENEFIT WAITING PERIOD:** (12 Months)  
**GUARANTEED LIFETIME INCOME ACCOUNT PREMIUM FACTOR:** (125.00%)  
**GUARANTEED LIFETIME INCOME ACCOUNT ACCUMULATION RATE:** (5.00%)  
**GUARANTEED LIFETIME INCOME BENEFIT RIDER ANNUAL CHARGE RATE:** (0.00%)  
**INITIAL GUARANTEED LIFETIME INCOME ACCOUNT VALUE: (for determining income only)** (\$312,500.00)

**WITHDRAWAL CHARGE PERIOD:**

10 Years

**TABLE OF WITHDRAWAL CHARGE PERCENTAGES**

THE FOLLOWING CHARGES ARE ASSESSED AS A PERCENTAGE OF THE AMOUNT SUBJECT TO WITHDRAWAL CHARGES:

<u>CONTRACT YEAR</u>	<u>PERCENTAGE</u>
1	12%
2	12%
3	11%
4	10%
5	9%
6	8%
7	7%
8	6%
9	4%
10	2%
11 & LATER	0%

**ANNUITY SERVICE CENTER:**

**FORETHOUGHT LIFE INSURANCE COMPANY  
ONE FORETHOUGHT CENTER  
P.O. BOX 296  
BATESVILLE, IN 47006-0296**

**ENDORSEMENTS AND RIDERS ATTACHED TO THIS CONTRACT:**

**1-YEAR FIXED ACCOUNT STRATEGY RIDER  
{2-YEAR FIXED ACCOUNT STRATEGY RIDER}  
{3-YEAR FIXED ACCOUNT STRATEGY RIDER}  
{4-YEAR FIXED ACCOUNT STRATEGY RIDER}  
{5-YEAR FIXED ACCOUNT STRATEGY RIDER}  
{7-YEAR FIXED ACCOUNT STRATEGY RIDER}  
{10-YEAR FIXED ACCOUNT STRATEGY RIDER}**

**MARKET VALUE ADJUSTMENT (either {Applies to this Contract – See Market Value Adjustment Endorsement}  
or {Not Applicable to this Contract})  
{MARKET VALUE ADJUSTMENT PERCENTAGE FACTOR (80%)}**

**{GUARANTEED LIFETIME INCOME BENEFIT RIDER}  
{GUARANTEED LIFETIME INCOME BENEFIT PLUS RIDER}**

**{INCREASED DEATH BENEFIT GUARANTEE RIDER  
DEATH BENEFIT GUARANTEE RIDER ANNUAL CHARGE (1.00%)  
DEATH BENEFIT GUARANTEE RIDER ANNUAL BENEFIT INCREASE (5.00%)  
DEATH BENEFIT GUARANTEE RIDER MAXIMUM GROWTH (200%)  
}**

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## DEFINITIONS

### **Accumulation Period**

The period prior to the Annuity Date.

### **Annuity Payments**

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

### **Annuity Date**

The date on which Annuity Payments begin. The Annuity Date is shown on the Contract Data Page.

### **Annuity Period**

The period starting on the Annuity Date during which Annuity Payments are payable.

### **Attained Age**

The age of any Owner or Annuitant on his or her last birthday.

### **Beneficiary**

The person You name to receive a death benefit payable under this Contract upon the death of the Owner or a Joint Owner, or in certain circumstances, an Annuitant.

### **Company**

Forethought Life Insurance Company.

### **Contract Anniversary**

An anniversary of the Issue Date of this Contract.

### **Contract Withdrawal Value**

The greater of:

1. the Contract Value less any applicable Withdrawal Charges and less any applicable Market Value Adjustment and less any applicable taxes; or
2. the Minimum Guaranteed Contract Withdrawal Value.

### **Contract Year**

A one-year period starting on the Issue Date and on each Contract Anniversary thereafter.

### **Issue Date**

The date this Contract was issued as shown on the Contract Data Page.

### **Joint Owner**

If there is more than one Owner, each Owner shall be a Joint Owner of the Contract.

### **Notice**

Any form of communication providing information We need, either in writing or another manner that We approve in advance. All Notices to Us must be sent to Our Annuity Service Center.

### **Owner**

The person(s) entitled to the ownership rights under this Contract. If Joint Owners are named, all references to Owner shall mean Joint Owners.

### **Premium**

Any amount paid to Us under this Contract as consideration for the benefits it provides, less any applicable taxes We deduct upon receipt of a Premium.

### **Reallocation**

The transfer of Contract Value from one Strategy to another.

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## DEFINITIONS (continued)

### **Reallocation Date**

Reallocation Dates occur on Contract Anniversaries. You may reallocate the Contract Value among one or more Strategy(ies) on Reallocation Dates that coincide with the end of Strategy Terms.

### **Rider Charge**

Riders attached to this Contract may have a Rider Charge. If there is a Rider Charge, it will be described in a Rider Charges section of that Rider. The Rider Charges section will indicate the amount and timing of the charge and the manner in which the charge will be allocated among Strategies.

### **Strategy**

Any of the crediting Strategies available under the Contract. You elect the Strategy(ies) to which the Premium is allocated or Reallocation is made, subject to the terms of this Contract. We reserve the right to add Strategies as approved by the Insurance Department of the state in which the Contract is issued. Except for the 1-Year Fixed Account Strategy, We may cease to offer a specific Account Strategy or cease to accept Reallocation to a specific Account Strategy at any time. Any new Reallocations accepted are subject to the terms and conditions in existence for any Strategy(ies) available at that time. The Strategies You have elected at issue are shown on the Contract Data Page.

### **Strategy Term**

The period during which rates declared by Us for calculation of Strategy Values are guaranteed and during which interest credits are calculated. The Strategy Term for each Strategy You have elected is shown on the Contract Data Page. The first Strategy Term begins on the Issue Date. Subsequent Strategy Terms begin immediately following the end of the prior Strategy Term.

### **Strategy Value**

The value of the portion of the Contract Value attributable to a Strategy.

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## GENERAL PROVISIONS

### THE CONTRACT

The entire contract consists of this Contract, any Riders or endorsements attached to this Contract, and a copy of the application, if one is attached to this Contract when issued. This Contract must be returned to Us prior to the payment of any benefit, unless waived by Us. Prior to any payment of a death benefit, due proof of death must be submitted to Us.

### INCONTESTABILITY

We will not contest the validity of this Contract at any time following the Issue Date.

### NONPARTICIPATING

This Contract will not share in any distribution of dividends by Us.

### MISSTATEMENT OF AGE OR SEX

We may require proof of age or sex of the Annuitant before making any Annuity Payments under this Contract that are measured by the Annuitant's life. If the age or sex of the Annuitant has been misstated, the amount payable will be the amount that would have been provided at the correct age or sex.

After Annuity Payments have begun, any underpayments will be made up in one lump sum with the next Annuity Payment. Any overpayments will be deducted from future Annuity Payments until the total is repaid. Adjustments for underpayments or overpayments shall include interest calculated at a rate according to applicable law.

### PROTECTION OF PROCEEDS

No Beneficiary may encumber, alienate or assign any payments under this Contract before they are due. To the extent permitted by law, no payments will be subject to the debts, contracts or engagements of any payee or to any judicial process to levy upon or attach the same.

### REPORTS

At least once each calendar year, We will furnish You with a report showing the Contract Value, the amounts allocated to the applicable Strategies, and any other information as may be required by law. We will send You confirmations of certain transactions. Reports and confirmations will be sent to Your last known address.

### PREMIUM AND OTHER TAXES

Any premium taxes or other taxes paid by Us to any governmental entity relating to this Contract may be deducted from the Premium or Contract Value. We will, at Our sole discretion, determine when taxes relate to the Contract, including when they have resulted from receipt by Us of the Premium 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. Payments 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 required by applicable law.

### EVIDENCE OF SURVIVAL

We may require satisfactory evidence of the continued survival of any person(s) on whose life Annuity Payments are based. We reserve the right to discontinue Annuity Payments until satisfactory proof of continued survival is received.

### MODIFICATION OF CONTRACT

This Contract may be modified by Us to maintain compliance with applicable state and federal law. This Contract may be changed only in writing signed by Our President or Our Secretary.

### EMPLOYER-SPONSORED PLANS

This annuity Contract will have unisex mortality factors applied to its Annuity Option if the Contract is part of an employer-sponsored retirement plan under the provisions of Internal Revenue Code sections 401, 403, 457 or other pertinent section.

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## **ANNUITANT, OWNERSHIP, ASSIGNMENT PROVISIONS**

### **ANNUITANT**

The Annuitant is the natural person on whose life Annuity Payments are based. The Annuitant is the person designated by You as of the Issue Date, unless changed prior to the Annuity Date. The Annuitant may not be changed in a Contract which is owned by a non-natural person. The Annuitant and Owner need not be the same person. Any change of Annuitant is subject to Our underwriting rules in effect at the time of the request.

### **OWNER**

You, as the Owner, have all the interests and rights under this Contract. The Owner is the person designated as such on the Issue Date, unless changed.

You may change the Owner at any time. A change of Owner will automatically revoke any prior designation of Owner. A request for change must be by Notice. Except as otherwise elected or required by law, a change of Owner will not change a designation of an Annuitant or Beneficiary or an Annuity Option election.

The change will become effective as of the date the Notice is received by Us. A new designation of Owner will not apply to any payment made or action taken by Us prior to the time the new designation is recorded at Our Annuity Service Center. Any change of Owner is subject to Our underwriting rules in effect at the time of the request.

### **JOINT OWNER**

A Contract may be owned by Joint Owners, limited to two natural persons. Joint Owners have equal ownership rights and must both authorize any exercise of those ownership rights unless otherwise allowed by Us. Upon the death of either Joint Owner, the surviving Joint Owner will be deemed to be the primary Beneficiary, unless You have given Us Notice otherwise.

### **ASSIGNMENT**

You may assign Your rights under this Contract. We will not be bound by any Assignment until Notice of the Assignment is recorded by Us. We are not responsible for the validity or tax consequences of any Assignment. We will not be liable for any payment or other settlement made by Us before We record the Notice of the Assignment.

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## **BENEFICIARY PROVISIONS**

### **BENEFICIARY**

The Beneficiary designation in effect on the Issue Date will remain in effect, unless changed. Unless You provide otherwise, the death benefit will be paid in equal shares to the Beneficiary(ies) as follows:

1. to the primary Beneficiary(ies) who survive the Owner (or if the Owner is not a natural person, the Annuitant's death); or if there are none, then
2. to the contingent Beneficiary(ies) who survive the Owner (or if the Owner is not a natural person, the Annuitant's death); or if there are none, then
3. to the Owner's estate.

If Joint Owners have been designated, unless You inform Us otherwise, the surviving Joint Owner will be treated as the primary Beneficiary. Any other Beneficiary designation will be treated as a contingent Beneficiary unless otherwise indicated in a Notice to Us.

### **SIMULTANEOUS DEATH OF BENEFICIARY AND OWNER**

Death benefits will be paid as though any Beneficiary died before the Owner if the Beneficiary dies within 24 hours of the Owner's death.

### **CHANGE OF BENEFICIARY**

Subject to the rights of any irrevocable Beneficiary, You may change the primary Beneficiary or contingent Beneficiary. A change may be made by filing a Notice with Us. The change will take effect as of the date the Notice is received by Us. We will not be liable for any payment made or action taken before We receive the Notice.

---

## **PREMIUM PAYMENT PROVISIONS**

### **PREMIUM PAYMENT**

The amount of the Premium Paid is shown on the Contract Data Page. No additional premium payments may be made to the Contract at any time. If any check presented as payment of any part of a Premium Paid is not honored, the Contract will be void.

### **ALLOCATION OF PREMIUM**

The Allocated Premium for each Strategy is that portion of the Premium Paid made in accordance with Your selection made at the Issue Date. The Allocated Premium is subject to the allocation requirements set forth in Electing Strategies.

## **CONTRACT VALUE PROVISIONS**

### **CONTRACT VALUE**

Your Contract Value is the sum of Your Account Strategy Values. The Contract Value will never be less than the Minimum Guaranteed Contract Withdrawal Value.

### **ELECTING STRATEGIES**

You elect the Strategies to which Your Premium is allocated from among those offered by Us and described in the Contract and applicable Riders. Allocations to any Strategy must be in whole percentages and must not be less than the Minimum Allocation to any Strategy shown on the Contract Data Page. The contractual provisions applicable to Strategies You have elected are contained in the Account Strategy Riders attached to and made a part of this Contract.

Each available Account Strategy is established by a separate Rider. After the Company has established an Account Strategy, values may be transferred to the Account Strategy in accordance with the provisions of this Contract and the applicable Rider. The Rider shall establish the method by which interest is credited to the Account Strategy Value associated with the applicable Account Strategy.

At any time during the first thirty (30) days immediately following the end of a Strategy Term, You may reallocate all or a portion of the Account Strategy Values to any other available Strategy. No Withdrawal Charges will apply to Reallocations made during such thirty (30) day periods. Reallocations are allowed only during the first thirty (30) days of a Strategy Term. During such thirty (30) day period, and until We receive Reallocation notification from You, Your allocations will remain unchanged from the prior Strategy Term.

If We do not receive notification from You during such thirty (30) day period, You will be deemed to have elected to continue Contract Value allocations to the same Strategies selected in the prior Strategy Term. However, if We do not receive such notification and the Strategy selected for the prior Strategy Term is no longer available, the amount will reallocate to the 1-Year Fixed Account Strategy.

Reallocation is subject to the terms and conditions in existence for any Strategy(ies) available at that time. Reallocations to any Strategy must not be less than the Minimum Allocation shown on the Contract Data Page. You will receive from Us written confirmation of Your Reallocation elections. Reallocations are effective on the Reallocation Date(s).

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**MINIMUM GUARANTEED CONTRACT WITHDRAWAL VALUE**

The Minimum Guaranteed Contract Withdrawal Value (MGCWV) is an accumulation at the Minimum Guaranteed Contract Value Interest Rate of the Premium Paid multiplied by the Minimum Guaranteed Contract Withdrawal Value Premium Factor less prior Withdrawal Proceeds. The Minimum Guaranteed Contract Withdrawal Value Premium Factor and the Minimum Guaranteed Contract Withdrawal Value Interest Rate are shown on the Contract Data Page. The MGCWV will never be less than zero.

The MGCWV is calculated as follows:

1. On the Issue Date the MGCWV equals the Premium Paid multiplied by the Minimum Guaranteed Contract Withdrawal Value Premium Factor.
2. On any day thereafter, the MGCWV equals:
  - (a) the MGCWV on the previous day; less
  - (b) Withdrawal Proceeds paid since the previous day; less
  - (c) Rider Charges since the previous day; plus
  - (d) interest credited at the Minimum Guaranteed Contract Withdrawal Value Interest Rate.

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## DEATH BENEFIT PROVISIONS

### DEATH OF OWNER DURING THE ACCUMULATION PERIOD

During the Accumulation Period, the death benefit will be paid to Your Beneficiary(ies) upon Your death or upon the first death of a Joint Owner.

### DEATH BENEFIT AMOUNT DURING THE ACCUMULATION PERIOD

The death benefit is the Contract Value determined as of the date on which We have received both due proof of death and an election for the payment method. At that time and until distributed, the death benefit will receive interest as required by the state in which this Contract is issued. In the event the Contract is continued by a surviving spouse as set forth below, the Contract Value will remain in the Strategy(ies) for the remainder of the Strategy Term under the terms of this Contract.

### DEATH BENEFIT OPTIONS DURING THE ACCUMULATION PERIOD

A Beneficiary must elect the death benefit to be paid under one of the options below (unless the Owner has previously made such election) in the event of the death of an Owner during the Accumulation Period. In addition, if the Beneficiary is the spouse of the Owner, he or she may elect to continue the Contract in his or her own name and exercise all the Owner's rights under the Contract. The death benefit options available under the Contract are:

**Option 1** - lump sum payment of the death benefit; or

**Option 2** - the payment of the entire death benefit within five (5) years of the date of the death of the Owner or the first Joint Owner to die; or

**Option 3** - payment of the death benefit under an Annuity Option over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one (1) year of the date of death of the Owner or the first Joint Owner to die.

Any portion of the death benefit not applied under Option 3 within one (1) year of the date of the Owner's or Joint Owner's death must be distributed within five (5) years of the date of death.

If a lump sum payment is requested, the amount will be paid within seven (7) days of receipt of proof of death and the election.

Payment to the Beneficiary, other than in a lump sum, may only be elected during the sixty (60) day period beginning with the date of receipt by Us of proof of death.

### DEATH OF OWNER DURING THE ANNUITY PERIOD

If the Owner or a Joint Owner, who is not the Annuitant, dies during the Annuity Period, any remaining payments under the Annuity Option elected will continue at least as rapidly as under the method of distribution in effect at the time of the Owner's death. Upon the death of the Owner during the Annuity Period, the Beneficiary becomes the Owner.

### DEATH OF ANNUITANT

Upon the death of an Annuitant who is not the Owner or a Joint Owner during the Accumulation Period, the Owner becomes the Annuitant. The Owner may select a new Annuitant if the Owner does not want to be the Annuitant. Any new Annuitant designation will be subject to the Company's underwriting rules then in effect. If the Owner is a non-natural person, the death of the primary Annuitant will be treated as the death of the Owner.

Upon the death of the Annuitant during the Annuity Period, the death benefit, if any, will be as specified in the Annuity Option elected. Death benefits will be paid at least as rapidly as under the method of distribution in effect at the Annuitant's death.

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## DEATH BENEFIT PROVISIONS (continued)

### PAYMENT OF DEATH BENEFIT

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

1. a certified death certificate; or
2. any other proof satisfactory to Us.

Any death benefit will be paid in accordance with applicable law or regulations governing death benefit payments. In all events, this Contract will be continued and administered in accordance with Section 72(s) of the Internal Revenue Code, as amended.

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## WITHDRAWAL PROVISIONS

### WITHDRAWALS

You have the right to withdraw part or all of Your Contract Value at any time prior to the Annuity Date. The most that may be withdrawn at any time prior to the Annuity Date is the greater of:

1. The Contract Withdrawal Value at the time of the withdrawal; and
2. The remainder of the Guaranteed Lifetime Annual Income at the time of the withdrawal, if applicable, which is equal to:
  - (a) The Guaranteed Lifetime Annual Income on the previous day; less
  - (b) The cumulative Withdrawal Amounts taken during the Contract Year and prior to this withdrawal.

Except for Withdrawal Amounts taken as part of a Systematic Withdrawal plan, a Withdrawal Amount must be at least the Minimum Withdrawal Amount shown on the Contract Data Page. If the withdrawal reduces the Contract Value below the amount of the Minimum Contract Value After Withdrawal as shown on the Contract Data Page and the Guaranteed Lifetime Annual Income after the withdrawal is less than the Minimum Systematic Withdrawal Amount shown on the Contract Data Page, We may treat the request as a withdrawal of the entire Contract Value. If You withdraw the entire Contract Value and the cumulative Withdrawal Amounts taken during the Contract Year exceed an applicable Guaranteed Lifetime Annual Income or an applicable Guaranteed Lifetime Income Benefit is terminated, the Contract will terminate. If You elect to withdraw all of Your Contract Value, You will not receive less than the Minimum Guaranteed Contract Withdrawal Value.

Amounts withdrawn prior to the end of the Withdrawal Charge Period may be subject to a Withdrawal Charge and any applicable Market Value Adjustment. Any Withdrawal Charge and applicable Market Value Adjustment will be deducted from the remaining Contract Value. If the remaining Contract Value is less than the Withdrawal Charge and any applicable Market Value Adjustment, the Withdrawal Charge and applicable Market Value Adjustment will be deducted from the Withdrawal Proceeds.

### WITHDRAWAL AMOUNT

The Withdrawal Amount is the full amount we deduct from the Contract Value to provide Your Withdrawal Proceeds, taking into consideration any Free Withdrawal Amount available, any Withdrawal Charges, and any applicable Market Value Adjustment.

### WITHDRAWAL PROCEEDS

Withdrawal Proceeds refer to the amount payable to You when You take a Withdrawal, after taking into consideration any Withdrawal Charges and any applicable Market Value Adjustment.

### WITHDRAWAL CHARGE PERIOD

The period shown on the Contract Data Page during which Withdrawal Charges and any applicable Market Value Adjustments may be assessed against Withdrawal Amounts.

### WITHDRAWAL CHARGE

Cumulative Withdrawals of Contract Value, in a Contract Year, that exceed the Free Withdrawal Amount may be assessed a Withdrawal Charge. Withdrawal Charges are not assessed against death benefit proceeds paid on account of the death of the Owner. Withdrawal Charges are also not assessed against any amounts applied to an Annuity Option that begins at least five (5) years after the Issue Date and that makes annuity payments for at least five (15) years.

The Withdrawal Charge will be equal to  $[(A-B) \times C]$  where:

- (A) Is the Withdrawal Amount.
- (B) Is any Free Withdrawal Amount available and remaining in the Contract Year.
- (C) Is any applicable Withdrawal Charge Percentage shown on the Contract Data Page.

### MARKET VALUE ADJUSTMENT

A Market Value Adjustment will apply to this Contract, if so indicated on the Contract Data Page.

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**FREE WITHDRAWAL AMOUNT**

After the first Contract Anniversary and prior to the Annuity Date, You may annually withdraw a portion of the Contract Value that is free of Withdrawal Charges and any applicable Market Value Adjustment. The Free Withdrawal Amount for any Contract Year is equal to 10% of the Contract Value on the prior Contract Anniversary. In the event a Contract's entire Contract Value is withdrawn in a Contract Year where a Free Withdrawal Amount is made, the Withdrawal Charge and any applicable Market Value Adjustment will be retroactively applied to any Free Withdrawal Amounts occurring in that Contract Year. Withdrawals made pursuant to a Systematic Withdrawal plan may be made more frequently than once per Contract Year and will be treated as a Free Withdrawal Amount, provided that the total annual amount withdrawn does not exceed the 10% limitation described above.

**SYSTEMATIC WITHDRAWALS**

At any time after the first Contract Year and prior to the Annuity Date, You may ask, in a form acceptable to Us, to begin a Systematic Withdrawal plan to make withdrawals from the Contract Value on a regular basis. This program of Systematic Withdrawals may continue until terminated by You or until the Contract terminates. The Minimum Systematic Withdrawal Amount is shown on the Contract Data Page. It is the least amount that We will allow for a scheduled Withdrawal Amount. All Systematic Withdrawal amounts will be taken from the Strategies on a pro rata basis.

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## ANNUITY PROVISIONS

### MATURITY DATE

The Maturity Date of the Contract is the Contract Anniversary following the Owner's or the oldest Joint Owner's 100th birthday (or the Annuitant's or oldest Joint Annuitant's 100th birthday if the Owner is a non-natural person). The Maturity Date is shown on the Contract Data Page. This is the latest permitted Annuity Date.

### ANNUITY DATE SELECTION

You may select to set Your Annuity Date and commence Annuity Payments under an elected Annuity Option after the fifth Contract Year. The Contract Withdrawal Value will be applied to the applicable Annuity Option Table to determine Your first Annuity Payment.

### ELECTION OF ANNUITY OPTIONS

The Annuity Option is elected by You. If no Annuity Option is elected, Option 2 - Life Annuity with Ten (10) Years of Annuity Payments Guaranteed will automatically be applied. Upon thirty (30) days Notice prior to the Annuity Date, You may change the Annuity Option. Once payments commence under an elected Annuity Option, that option is irrevocable and the Contract has no value that can be surrendered, loaned, commuted or withdrawn.

### ANNUITY OPTIONS

The following Annuity Options, or any other Annuity Option acceptable to You and Us, may be elected:

**Option 1 - Life Annuity** - We will make Annuity Payments, payable at the frequency elected, during the lifetime of the annuitant and terminating with the last payment due prior to the Annuitant's death.

**Option 2 - Life Annuity with 10 Years of Annuity Payments Guaranteed** - We will make Annuity Payments, payable at the frequency elected, during the lifetime of the Annuitant with a guarantee that if at the Annuitant's death there have been less than ten (10) years of Annuity Payments made as selected, Annuity Payments will continue for the remainder of the guaranteed period.

**Option 3 - Life Annuity with 20 Years of Annuity Payments Guaranteed** - We will make Annuity Payments, payable at the frequency elected, during the lifetime of the Annuitant with a guarantee that if at the Annuitant's death there have been less than twenty (20) years of Annuity Payments made as selected, Annuity Payments will continue for the remainder of the guaranteed period.

**Option 4 - Joint and Last Survivor Annuity** - We will make Annuity Payments, payable at the frequency elected, during the lifetime of the Annuitant and the Joint Annuitant. Upon the death of either the Annuitant or Joint Annuitant, Annuity Payments will continue to be paid during the remaining lifetime of the survivor. Annuity Payments cease with the final Annuity Payment due prior to the last survivor's death.

**Option 5 - Joint and Last Survivor Annuity with 10 Years of Annuity Payments Guaranteed** - We will make Annuity Payments, payable at the frequency elected, during the joint lifetime of the Annuitant and the Joint Annuitant. Upon the death of either the Annuitant or the Joint Annuity, annuity Payments will continue to be paid during the remaining lifetime of the survivor. If at the last death of the Annuitant and the Joint Annuitant, there have been less than ten (10) years of Annuity Payments made as selected, Annuity Payments will continue to be made for the remainder of the guaranteed period.

**Option 6 - Guaranteed Payment Period** - We will make Annuity Payments for a guaranteed payment period of five (5) to thirty (30) years. The payments do not depend on the Annuitant's life.

**Option 7 - Alternative Annuity Option** - If the Guaranteed Lifetime Income Benefit is in force on the Maturity Date, You may elect an annuity payable for the life of the Annuitant of annual payments equal to the Guaranteed Lifetime Annual Income as of the day before the Maturity Date. The Owner, or oldest Joint Owner if applicable, will be the Annuitant for this option.

### ANNUITY PAYMENTS

The Annuity Tables that follow contain guaranteed monthly Annuity Payment amounts per \$1,000 of Contract Withdrawal Value. They were calculated using the Annuity 2000 Mortality Table with Improvement Table G, at 2.00% interest compounded annually. Annuity Payments are based on the Annuitant's Attained Age and sex, and the Annuity Option elected. Unless another payee is designated, You will be the payee of the Annuity Payments.

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The Contract Withdrawal Value will be applied to the applicable Annuity Option Table to determine Your first Annuity Payment. The Contract Withdrawal Value is determined no more than five (5) days prior to the Annuity Date. If, as of the Annuity Date, the then current Annuity Option rates applicable to this class of contracts provide an Annuity Payment greater than that which is guaranteed under the same Annuity Option under this Contract, then the greater payment will be made. For Attained Ages, combinations of sex, guaranteed payment periods, payment frequencies, and annualized effective interest rates not shown in these tables, Annuity Payment factors will be calculated in a manner consistent with these Annuity Option Tables.

**FREQUENCY AND AMOUNT OF ANNUITY PAYMENTS**

Annuity Payments will be paid as monthly installments or at any frequency acceptable to You and Us. If Contract Withdrawal Value to be applied under an Annuity Option is less than \$5,000, We reserve the right to make one lump sum payment in lieu of Annuity Payments. If the amount of any Annuity Payment would be or becomes less than \$100, We may reduce the frequency of payments to an interval which will result in each payment being at least \$100.

**BASIS OF PAYMENTS**

The Annuity Tables are based on the Annuity 2000 Mortality Table with Improvement Table G at 2.00% interest, compounded annually.

## Annuity Options 1, 2, and 3

**Monthly Income Payment for each \$1,000 of Contract Withdrawal Value applied**

Annuitant's Attained Age	Life Annuity		Life Annuity with 10 Years of Annuity Payments Guaranteed		Life Annuity with 20 Years of Annuity Payments Guaranteed	
	Male	Female	Male	Female	Male	Female
50	\$3.19	\$3.02	\$3.18	\$3.01	\$3.12	\$2.98
51	\$3.26	\$3.07	\$3.24	\$3.06	\$3.18	\$3.03
52	\$3.32	\$3.13	\$3.30	\$3.12	\$3.23	\$3.08
53	\$3.39	\$3.19	\$3.37	\$3.18	\$3.29	\$3.13
54	\$3.46	\$3.25	\$3.44	\$3.24	\$3.35	\$3.19
55	\$3.54	\$3.32	\$3.51	\$3.30	\$3.41	\$3.25
56	\$3.62	\$3.39	\$3.59	\$3.37	\$3.47	\$3.31
57	\$3.71	\$3.46	\$3.67	\$3.44	\$3.54	\$3.37
58	\$3.80	\$3.54	\$3.76	\$3.52	\$3.61	\$3.43
59	\$3.90	\$3.62	\$3.85	\$3.60	\$3.68	\$3.50
60	\$4.00	\$3.71	\$3.94	\$3.68	\$3.75	\$3.57
61	\$4.11	\$3.81	\$4.04	\$3.77	\$3.82	\$3.64
62	\$4.23	\$3.91	\$4.15	\$3.87	\$3.89	\$3.72
63	\$4.35	\$4.01	\$4.27	\$3.97	\$3.97	\$3.79
64	\$4.49	\$4.13	\$4.38	\$4.07	\$4.04	\$3.87
65	\$4.63	\$4.25	\$4.51	\$4.18	\$4.12	\$3.95
66	\$4.79	\$4.38	\$4.64	\$4.30	\$4.19	\$4.03
67	\$4.95	\$4.52	\$4.78	\$4.43	\$4.27	\$4.11
68	\$5.12	\$4.67	\$4.92	\$4.56	\$4.34	\$4.20
69	\$5.31	\$4.83	\$5.08	\$4.71	\$4.41	\$4.28
70	\$5.51	\$5.00	\$5.23	\$4.86	\$4.48	\$4.36
71	\$5.73	\$5.19	\$5.40	\$5.01	\$4.55	\$4.44
72	\$5.95	\$5.39	\$5.56	\$5.18	\$4.61	\$4.51
73	\$6.20	\$5.61	\$5.74	\$5.36	\$4.67	\$4.58
74	\$6.46	\$5.85	\$5.92	\$5.54	\$4.72	\$4.65
75	\$6.74	\$6.11	\$6.10	\$5.73	\$4.78	\$4.71
76	\$7.04	\$6.38	\$6.29	\$5.93	\$4.82	\$4.77
77	\$7.36	\$6.68	\$6.48	\$6.14	\$4.86	\$4.82
78	\$7.70	\$7.01	\$6.67	\$6.35	\$4.90	\$4.86
79	\$8.07	\$7.36	\$6.87	\$6.56	\$4.93	\$4.90
80	\$8.47	\$7.75	\$7.06	\$6.78	\$4.96	\$4.94

**Annuity Option 4  
Joint and Survivor Annuity**

**Monthly Income Payment for each \$1,000 of Contract Withdrawal Value applied**

Male Annuitant's Attained Age	Female Annuitant's Attained Age						
	55	60	65	70	75	80	85
55	\$3.18	\$3.34	\$3.48	\$3.59	\$3.68	\$3.74	\$3.77
60	\$3.28	\$3.50	\$3.71	\$3.89	\$4.04	\$4.15	\$4.22
65	\$3.37	\$3.64	\$3.93	\$4.21	\$4.46	\$4.65	\$4.79
70	\$3.43	\$3.75	\$4.11	\$4.51	\$4.90	\$5.24	\$5.50
75	\$3.46	\$3.82	\$4.25	\$4.76	\$5.32	\$5.86	\$6.32
80	\$3.49	\$3.87	\$4.35	\$4.95	\$5.68	\$6.46	\$7.22
85	\$3.50	\$3.90	\$4.41	\$5.09	\$5.95	\$6.99	\$8.10

**Annuity Option 5  
Joint and Survivor Annuity with 10 Years of Annuity Payments Guaranteed**

**Monthly Income Payment for each \$1,000 of Contract Withdrawal Value applied**

Male Annuitant's Attained Age	Female Annuitant's Attained Age						
	55	60	65	70	75	80	85
55	\$3.18	\$3.34	\$3.48	\$3.59	\$3.67	\$3.73	\$3.76
60	\$3.28	\$3.50	\$3.71	\$3.89	\$4.03	\$4.13	\$4.19
65	\$3.36	\$3.64	\$3.92	\$4.20	\$4.44	\$4.62	\$4.73
70	\$3.42	\$3.74	\$4.10	\$4.49	\$4.86	\$5.16	\$5.37
75	\$3.46	\$3.81	\$4.24	\$4.73	\$5.25	\$5.72	\$6.06
80	\$3.48	\$3.86	\$4.33	\$4.90	\$5.56	\$6.21	\$6.74
85	\$3.50	\$3.88	\$4.38	\$5.01	\$5.77	\$6.59	\$7.28

**Annuity Option 6  
Guaranteed Payment Period**

**Monthly Income Payment for each \$1,000 of Contract Withdrawal Value applied**

Guaranteed Payment Period (Years)	Monthly Payment	Guaranteed Payment Period (Years)	Monthly Payment	Guaranteed Payment Period (Years)	Monthly Payment
5	\$17.49	14	\$6.80	23	\$4.50
6	\$14.71	15	\$6.41	24	\$4.35
7	\$12.73	16	\$6.07	25	\$4.22
8	\$11.25	17	\$5.76	26	\$4.09
9	\$10.10	18	\$5.49	27	\$3.98
10	\$9.17	19	\$5.25	28	\$3.87
11	\$8.42	20	\$5.04	29	\$3.77
12	\$7.79	21	\$4.84	30	\$3.68
13	\$7.26	22	\$4.66		

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## **ANNUITY PROVISIONS (continued)**

### **DEFERRAL PAYMENTS**

If approved by the Commissioner of Insurance of the state in which this Contract is delivered, We reserve the right to defer payments for any Withdrawal Amount for a period not exceeding six (6) months. Subject to state requirements, interest will be credited during such deferred period.

### **RESERVES, VALUES AND BENEFITS**

All reserves are greater than or equal to those required by statute. Any values and death benefits that may be available under this Contract are not less than the minimum benefits required by any law of the state in which this Contract is delivered.

**(Please Print)**

**1. OWNER**

First Name		Middle Initial	Last Name		
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Date of Birth (mm/dd/yyyy)		Age	Social Security Number - -
Mailing Address			Residential Address (if different than Mailing Address)		
City			State	Zip Code	Country of Citizenship
Phone Number (home)		Phone Number (work)		E-mail Address	

**JOINT OWNER** *(Non-Qualified Only – Generally, it is advisable that the Joint Owner be the Spouse of the Owner.)*

First Name		Middle Initial	Last Name		
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Relationship to Owner	Date of Birth (mm/dd/yyyy)	Age	Social Security Number - -
Mailing Address			Residential Address (if different than Mailing Address)		
City			State	Zip Code	Country of Citizenship
Phone Number (home)		Phone Number (work)		E-mail Address	

**TRUST**  **CORPORATION**  **PARTNERSHIP**

Full Name					
Phone Number			Tax or Employer ID Number		
Mailing Address			Street Address (if different than Mailing Address)		
City			State	Zip Code	Country of Citizenship
If Trust is Named, Provide Trustee's Full Name				Date Trust Established	

**2. ANNUITANT** *(Complete only if the Owner and Annuitant are different.)*

First Name		Middle Initial	Last Name		
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Relationship to Owner	Date of Birth (mm/dd/yyyy)	Age	Social Security Number - -
Mailing Address			Residential Address (if different than Mailing Address)		
City			State	Zip Code	Country of Citizenship
Phone Number (home)		Phone Number (work)		E-mail Address	

**JOINT ANNUITANT**

First Name		Middle Initial	Last Name		
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Relationship to Owner	Date of Birth (mm/dd/yyyy)	Age	Social Security Number - -
Mailing Address			Residential Address (if different than Mailing Address)		
City			State	Zip Code	Country of Citizenship
Phone Number (home)		Phone Number (work)		E-mail Address	

**3. BENEFICIARY INFORMATION** (Beneficiary proceeds will be split equally if no percentages are provided. Primary and Contingent Beneficiary percentage designation(s) must be in whole percentages only and each total 100%.)

**Primary**

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

**Primary**  **Contingent**

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

**Primary**  **Contingent**

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

**Primary**  **Contingent**

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

**Please use section 4 if you require additional Beneficiary space.**

**4. SPECIAL INSTRUCTIONS AND REMARKS**

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**5. ANNUITY TYPE** *(Select One)*

Type of Annuity Requested: <input type="checkbox"/> Non-Qualified <input type="checkbox"/> Tax Qualified Plans:	<input type="checkbox"/> IRA <input type="checkbox"/> Roth IRA
If applicable, has the Required Minimum Distribution for the current tax year been met? <input type="checkbox"/> Yes <input type="checkbox"/> No	

**6. PREMIUM PAYMENT**

<input type="checkbox"/> Premium Amount Remitted with Application:	\$ _____
<input type="checkbox"/> Estimated Premium Amount of 1035 Exchange/Transfer:	\$ _____
Source of Premium Payment: <input type="checkbox"/> Check <input type="checkbox"/> Wire <input type="checkbox"/> 1035 Exchange/Transfer (Payable to: Forethought Life Insurance Company)	

**7. STRATEGY(IES) ALLOCATIONS**

<b>PREMIUM ALLOCATION DIRECTION</b> <i>(Minimum of \$10,000 per Allocation.)</i>		<b>Whole Percentages Only</b>
<b>FIXED ACCOUNT STRATEGIES:</b>		
<input type="checkbox"/> 1 Year Fixed Account Strategy		_____ %
{ <input type="checkbox"/> 2 Year Fixed Account Strategy		_____ %}
{ <input type="checkbox"/> 3 Year Fixed Account Strategy		_____ %}
{ <input type="checkbox"/> 4 Year Fixed Account Strategy		_____ %}
{ <input type="checkbox"/> 5 Year Fixed Account Strategy		_____ %}
{ <input type="checkbox"/> 7 Year Fixed Account Strategy		_____ %}
{ <input type="checkbox"/> 10 Year Fixed Account Strategy		_____ %}
<b>Total Must =</b>		<b>100 %</b>

**8. AVAILABLE RIDER(S)**

<b>{GUARANTEED LIFETIME INCOME BENEFIT}</b> <i>(Must choose one Guaranteed Lifetime Income Benefit Rider, and only one.)</i> <input type="checkbox"/> <b>Guaranteed Lifetime Income Benefit Rider</b> <input type="checkbox"/> <b>Guaranteed Lifetime Income Benefit Plus Rider</b>
<b>{INCREASED DEATH BENEFIT GUARANTEE}</b> <i>(Optional)</i> <input type="checkbox"/> <b>Increased Death Benefit Guarantee Rider</b> This Rider can not be elected if: <ol style="list-style-type: none"> <li>1) The oldest Owners 76th birthday occurs on or before the issue date of this policy; or</li> <li>2) A Joint Owner is not the spouse of the Owner; or</li> <li>3) The Owner is a non-natural person and a Joint Annuitant is not the spouse of the Annuitant.</li> </ol>
<b>{NOT AVAILABLE}</b>

## 9. STATE REQUIRED NOTICES

### AR, KY, MA, ND, NM, OK, PA, SD, TN, and WA Residents

Any person who knowingly and with intent to injure, defraud or deceive any insurance company, submits an application for insurance containing any materially false, incomplete, or misleading information, or conceals for the purpose of misleading, any material fact, is guilty of insurance fraud, which is a crime and in certain states, a felony. Penalties may include imprisonment, fine, denial of benefits, or civil damages.

### CA Residents – Reg. 789.8

The sale or liquidation of any asset in order to buy insurance, either life insurance or an annuity contract, may have tax consequences. Terminating any life insurance policy or annuity contract may have early withdrawal penalties or other costs or penalties, as well as tax consequences. You may wish to consult independent legal or financial advice before the sale or liquidation of any asset and before the purchase of any life insurance or annuity contract.

### CO Residents

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

### NJ Residents

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

## 10. OWNER/JOINT OWNER IDENTITY VERIFICATION

Under Federal law, we are required to verify the identity of all new annuity contract Owner(s). Owner information and verification of the identity of all new Owners must be provided. Failure to complete this section will delay or prevent the issuance of the annuity contract. We will ask to see your driver's license, passport, or other government-issued photo identification that will allow us to verify your identity.

Owner		Joint Owner (If any)	
Check One Form of ID:		Check One Form of ID:	
Individual Owner	Non-Individual Owner	Individual Owner	Non-Individual Owner
<input type="checkbox"/> Driver's License	<input type="checkbox"/> Certified Articles of Incorporation	<input type="checkbox"/> Driver's License	<input type="checkbox"/> Certified Articles of Incorporation
<input type="checkbox"/> Passport	<input type="checkbox"/> Partnership Agreement	<input type="checkbox"/> Passport	<input type="checkbox"/> Partnership Agreement
<input type="checkbox"/> Other _____	<input type="checkbox"/> Trust Document	<input type="checkbox"/> Other _____	<input type="checkbox"/> Trust Document
_____	_____	_____	_____
ID Number	State/Country of Issuance	ID Number	State/Country of Issuance
_____	_____	_____	_____
ID Expiration Date		ID Expiration Date	
_____		_____	

For an annuity contract owned by a corporation, association, partnership or trust, customer identification may require that articles of incorporation, partnership agreement or trust document be provided to us. Such documentation will be retained solely for the purposes of customer identification and we accept no responsibility for the enforcement or administration of any of the terms thereof.



## 12. AGENT DECLARATIONS AND SIGNATURES

Primary Agent Name (Print)			
Address	City	State	Zip Code
Phone Number (home)	E-mail Address		
Business or Institution Name	Business or Institution Phone Number		
License Number	Agent Number		

I declare that: (a) the application was signed and dated by the Owner(s) and by the Annuitant(s), if not the Owner(s), after all answers and information were recorded herein; and (b) I have truly and accurately recorded on this form all of the information provided by the Owner(s) and the Annuitant(s), if not the Owner(s).

**Yes** To the best of my knowledge, the annuity contract applied for is intended to replace or change existing life insurance policies or annuity contracts. If replacement or change is involved, I have attached the appropriate Replacement form for the Owner(s) and will return with the application.

**No**

I certify that the appropriate Disclosure Statement and a *Buyer's Guide to Fixed Deferred Annuities* have been provided to the Applicant(s). I have not made any statements that differ from this.

\_\_\_\_\_  
Initials

I certify that in states with suitability requirements that apply to this annuity: (a) the requirements have been met; (b) I have completed the suitability section of the appropriate disclosure statement with the applicant(s); (c) a copy of that form has been left with the applicant(s); and (d) a copy of the form is enclosed with this application.

\_\_\_\_\_  
Initials

I certify that I personally met with the Owner(s), reviewed the government issued identification described in section 10, OWNER/JOINT OWNER IDENTITY VERIFICATION, and verified to the best of my knowledge and belief, that the information accurately reflects the identity of the Owner(s).

\_\_\_\_\_  
Initials

I certify that the funds for the purchase of this annuity contract are not derived from the proceeds of a reverse mortgage.

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Primary Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed At (City,State)

### FORETHOUGHT LIFE INSURANCE COMPANY HOME OFFICE USE ONLY

**Forethought {Future Income Solutions} Annuities<sup>SM</sup>**

Single Premium Deferred Annuity Application

Forethought Life Insurance Company

One Forethought Center

P.O. Box 246

Batesville, IN 47006-0246

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**FORETHOUGHT {FUTURE INCOME SOLUTIONS} ANNUITIES<sup>SM</sup>  
DISCLOSURE STATEMENT  
SINGLE PREMIUM DEFERRED ANNUITY CONTRACT**

**Thank you for applying for a Forethought Life Single Premium Deferred Annuity Contract series FA2001SPDANX-01 (may be referred to as Certificate series GA2001SPDANX-01 in some states). This is a summary of the features and benefits of your annuity provisions, but it is not part of your Contract. Please read the following information carefully, sign, and return the original Disclosure Statement.**

**Annuity Contract:** The Single Premium Deferred Annuity Contract is issued by Forethought Life Insurance Company. This Contract is intended for retirement funding or other long-term accumulation needs. Substantial Contract-imposed penalties may apply to full and partial withdrawals in the first 10 years. Under current Federal tax law, interest credited is not taxed and income taxes are not due until monies are withdrawn. In addition to regular income tax, interest withdrawn prior to age 59½ may be subject to a 10% Federal penalty tax. Contract withdrawals are treated as coming from interest first. Amounts received as Annuity Payments under an Annuity Option generally are partly included in taxable income and partly excluded as a return of Premium paid for the Contract.

There is no additional tax-deferral benefit for annuities purchased in an IRA, Roth IRA or other tax qualified plan, since these are already tax-deferred. Placing an annuity in an IRA, Roth IRA or other tax qualified plan will receive no additional tax advantage from the annuity. Therefore, in considering whether or not to purchase such an annuity, only consider the annuity's other features, including the availability of lifetime payments and guaranteed minimum contract values.

**Premium:** Your premium is credited to your Contract on the issue date. (Contract Years are one-year periods beginning on each Contract Anniversary. The first Contract Year begins on the issue date.)

**Accumulation Value:** Your accumulation value, or Contract Value, equals the sum of the Account Strategy Values. There are no annual administrative fees, front-end sales charges or loads. There may be rider charges associated with any riders you have chosen to attach to your Contract. Some states charge a premium tax. At our discretion, premium taxes may be deducted from your Contract Value if we are required to pay them.

**Fixed Account Strategy(ies):** The Forethought Life Single Premium Deferred Annuity Contract provides one or more fixed interest strategies. You specify how to allocate the premium between the strategies you select.

Each available strategy has a company-declared interest rate used in calculating interest earnings for that strategy. These company-declared interest rates are set in advance and are guaranteed not to change during the Strategy Term, but may change for future Strategy Terms. Daily interest, declared by us, is credited to any Fixed Account Strategy Value at a rate guaranteed not to change during the Strategy Term. The minimum guaranteed annual interest rate for these accounts is 1.00% per annum. The Strategy Term of each strategy is stated in the Contract. On each Contract Anniversary, you will be sent a report with information about your Contract Value.

Except for the 1-Year Fixed Account Strategy, we may cease to offer a specific Fixed Account Strategy on a future Contract Anniversary. We may offer additional Fixed Account Strategies on a future Contract

Anniversary, subject to the approval of the Insurance Department of the state in which this Contract was issued.

**Allocation of Premium:** When multiple interest strategies are available, the Forethought Life Single Premium Deferred Annuity Contract provides a choice of how you allocate your premiums among those interest strategies. You choose your premium allocation percentages at issue.

**Reallocation of Contract Value:** When multiple interest strategies are available, You may reallocate your Contract Value among the available Fixed Account Strategies at the end of each Strategy Term. The Strategy Term for each available strategy is specified in the Contract.

**Access to Contract Value:** Withdrawal provisions give you access to your Contract Value. Withdrawals in the first 10 Contract Years are subject to Withdrawal Charges and any applicable Market Value Adjustment. The first Contract Year begins on the issue date. After the first Contract Year, you may make cumulative withdrawals each Contract Year of up to 10% of the Contract Value at the beginning of the Contract Year without incurring Withdrawal Charges. Withdrawals are made from each strategy in the proportion that each strategy bears to the total Contract Value.

**Contract Withdrawal Value:** If you surrender your Contract you will receive the Contract Withdrawal Value. The Contract Withdrawal Value is the greater of:

- the Contract Value less Withdrawal Charges and any applicable Market Value Adjustment; and
- the Minimum Guaranteed Contract Withdrawal Value defined in the Contract.

**Withdrawal Charge:** Withdrawal Charges may be assessed on Contract Value withdrawals that exceed the Free Withdrawal Amount. The Withdrawal Charge is equal to the reduction in Contract Value resulting from the Withdrawal, less any available Free Withdrawal Amount, multiplied by the Withdrawal Charge percentages shown in the table below. Withdrawal Charges are not assessed against death benefit proceeds paid due to the death of the Owner. Withdrawal Charges are also not assessed against amounts applied to certain Annuity Options, as set forth in the Contract.

Contract Year	1	2	3	4	5	6	7	8	9	10	11 & Later
Withdrawal Charge	12%	12%	11%	10%	9%	8%	7%	6%	4%	2%	0%

**Market Value Adjustment:**

{Any amounts that are assessed a Withdrawal Charge will also be subject to a Market Value Adjustment, which may increase or decrease the Contract Value. Market Value Adjustments will not be applied to any Death Benefits paid due to the death of the Owner. Within limits, Market Value Adjustments generally increase the Contract Value when interest rates fall and decrease the Contract Value when interest rates rise. }

{Not applicable.}

{ **Guaranteed Lifetime Income Benefit:** This benefit may be added to your Contract by a Rider, as listed on the Contract Data Page. The Guaranteed Lifetime Income Benefit gives you the right to make Systematic Withdrawals from the Contract up to the amount of the Guaranteed Lifetime Annual Income (GLAI) each year beginning on the Option Date and lasting as long as you live – even after the Contract Value has been exhausted (assuming annual withdrawals do not exceed the GLAI). The Option Date is a date you choose; it does, however, have to be after the Guaranteed Lifetime Income Benefit Waiting Period and after you turn age 59½. The Guaranteed Lifetime Income Benefit Waiting Period is specified on the Contract Data Page. You can change the amount or frequency of your Systematic Withdrawals once per Contract Year.

There may be a monthly charge for this benefit.

The amount of the GLAI on the Option Date is equal to the Guaranteed Lifetime Income Benefit Factor multiplied by the Guaranteed Lifetime Income Account Value. The Guaranteed Lifetime Income Benefit Factor depends on 1) the Income Option you choose on the Option Date, 2) Your attained age on the Option Date, and 3) the Guaranteed Lifetime Income Benefit Factor Schedule in effect on the Option Date.

The Guaranteed Lifetime Income Benefit Factor Schedule may change from time to time prior to the Option Date. The Guaranteed Lifetime Income Benefit Factor will never be less than the applicable Minimum Guaranteed Lifetime Income Benefit Factor shown in this table:

<u>Income Option</u>	<u>Minimum Guaranteed Lifetime Income Benefit Factor</u>
Level Single Life	{ 4% }
Increasing Single Life	{ 3% }
Level Joint Life	{ 3% }
Increasing Joint Life	{ 2% }

The GLAI under Level Income Options does not change after the Option Date other than as a result of the Step-Up and Excess Withdrawal provisions. The GLAI under an Increasing Income Option will increase on each Contract Anniversary by { 2% } of the prior year GLAI starting on the 2<sup>nd</sup> Contract Anniversary following the Option Date and ending once the Contract Value has been exhausted.

The Single Life Income Options allow annual Systematic Withdrawal of the GLAI during your lifetime. Joint Life Income Options allow your spouse to continue Systematic Withdrawal of the GLAI following your death and for the remainder of your spouse's life. To take advantage of this option, your eligible spouse must be named on the Option Date and your spouse must exercise her/his right to continue the Contract following your death.

The GLAI is the most you can withdraw per Contract Year without affecting future withdrawals available under the Guaranteed Lifetime Income Benefit. Withdrawals in excess of this amount during a Contract Year will cause a reduction in the GLAI available for future years and could result in termination of the Guaranteed Lifetime Income Benefit and your Contract. If Excess Withdrawals result in your GLAI falling below {\$100} and your Contract Value dropping below {\$5,000}, we will treat this as a termination of the Contract and send you the remaining Contract Withdrawal Value.

On the Issue Date of the Contract the Guaranteed Lifetime Income Account Value (GLIAV) is equal to the premium you paid.

After that, and until the earlier of the Option Date and the tenth Contract Anniversary, the GLIAV accumulates at {5%} interest on each Contract Anniversary. The GLIAV will not increase thereafter. There is no increase in the GLIAV between Contract Anniversaries.

The GLIAV is only used to establish the amount of the Guaranteed Lifetime Annual Income; it can only be accessed through Systematic Withdrawals and will not be available for a lump sum withdrawal. Only the

Contract Value is available as a lump sum payment. You can change the frequency of your Systematic Withdrawals once per Contract Year.

The Guaranteed Lifetime Income Benefit will also terminate:

- If the Contract is terminated;
- If a death benefit is paid;
- If you elect to begin payments under an Annuity Option;
- Upon the death following the Option Date of the person on whose life the benefit depends; or
- On any date following the Option Date that the owner is changed, other than for spousal continuation of the Contract where a Joint Life Income Option has been selected.

}

{

**Guaranteed Lifetime Income Benefit Plus:** This benefit may be added to your Contract by a Rider, as listed on the Contract Data Page. The Guaranteed Lifetime Income Benefit gives you the right to make Systematic Withdrawals from the Contract up to the amount of the Guaranteed Lifetime Annual Income (GLAI) each year beginning on the Option Date and lasting as long as you live – even after the Contract Value has been exhausted (assuming annual withdrawals do not exceed the GLAI). The Option Date is a date you choose; it does, however, have to be after the Guaranteed Lifetime Income Benefit Waiting Period and after you turn age 59½. The Guaranteed Lifetime Income Benefit Waiting Period is specified on the Contract Data Page. You can change the amount or frequency of your Systematic Withdrawals once per Contract Year.

There may be a monthly charge for this benefit.

The amount of the GLAI on the Option Date is equal to the Guaranteed Lifetime Income Benefit Factor multiplied by the Guaranteed Lifetime Income Account Value. The Guaranteed Lifetime Income Benefit Factor depends on 1) the Income Option you choose on the Option Date, 2) Your attained age on the Option Date, and 3) the Guaranteed Lifetime Income Benefit Factor Schedule in effect on the Option Date.

The Guaranteed Lifetime Income Benefit Factor Schedule may change from time to time prior to the Option Date. The Guaranteed Lifetime Income Benefit Factor will never be less than the applicable Minimum Guaranteed Lifetime Income Benefit Factor shown in this table:

Income Option	Minimum Guaranteed Lifetime Income Benefit Factor
Level Single Life	{ 4% }
Increasing Single Life	{ 3% }
Level Joint Life	{ 3% }
Increasing Joint Life	{ 2% }

The GLAI under Level Income Options does not change after the Option Date other than as a result of the Step-Up and Excess Withdrawal provisions. The GLAI under an Increasing Income Option will increase on each Contract Anniversary by { 2% } of the prior year GLAI starting on the 2<sup>nd</sup> Contract Anniversary following the Option Date and ending once the Contract Value has been exhausted.

The Single Life Income Options allow annual Systematic Withdrawal of the GLAI during your lifetime. Joint Life Income Options allow your spouse to continue Systematic Withdrawal of the GLAI following your death and for the remainder of your spouse's life. To take advantage of this option, your eligible spouse must be named on the Option Date and your spouse must exercise her/his right to continue the Contract following your death.

The GLAI is the most you can withdraw per Contract Year without affecting future withdrawals available under the Guaranteed Lifetime Income Benefit. Withdrawals in excess of this amount during a Contract Year will cause a reduction in the GLAI available for future years and could result in termination of the Guaranteed Lifetime Income Benefit and your Contract. If Excess Withdrawals result in your GLAI falling

below {\$100} and your Contract Value dropping below {\$5,000}, we will treat this as a termination of the Contract and send you the remaining Contract Withdrawal Value.

On the Issue Date of the Contract the Guaranteed Lifetime Income Account Value (GLIAV) is immediately {15%} more than the premium you paid, while the Contract Value is equal to the premium.

After that, and until the earlier of the Option Date and the tenth Contract Anniversary, the GLIAV accumulates at {5%} interest on each Contract Anniversary. The GLIAV will not increase thereafter. There is no increase in the GLIAV between Contract Anniversaries.

The GLIAV is only used to establish the amount of the Guaranteed Lifetime Annual Income; it can only be accessed through Systematic Withdrawals and will not be available for a lump sum withdrawal. Only the Contract Value is available as a lump sum payment. You can change the frequency of your Systematic Withdrawals once per Contract Year.

The Guaranteed Lifetime Income Benefit will also terminate:

- If the Contract is terminated;
- If a death benefit is paid;
- If you elect to begin payments under an Annuity Option;
- Upon the death following the Option Date of the person on whose life the benefit depends; or
- On any date following the Option Date that the owner is changed, other than for spousal continuation of the Contract where a Joint Life Income Option has been selected.

}

**Death Benefit:** If an Owner dies during the Accumulation Period, your Beneficiary(ies) will be paid a death benefit. The death benefit will be the Contract Value as of the date We receive proof of death and election of payment method. At that time and until distributed, the death benefit will receive interest at a rate required by the state in which the Contract is issued. Alternatively, if the Contract is continued by a surviving spouse, the Contract Value may remain in the currently selected strategies for the remainder of the Strategy Term.

**Annuity Options:** Your Contract provides the following Annuity Options. Other Annuity Options may be available on your Annuity Date.

**Life Annuity** – Annuity payments continuing for the lifetime of the Annuitant, terminating with the last payment prior to the Annuitant's death.

**Life Annuity with 10 Years of Annuity Payments Guaranteed** – Annuity payments continuing for the lifetime of the Annuitant, terminating at the later of the last payment prior to the Annuitant's death or for 120 months.

**Life Annuity with 20 Years of Annuity Payments Guaranteed** – Annuity payments continuing for the lifetime of the Annuitant, terminating at the later of the last payment prior to the Annuitant's death or for 240 months.

**Joint and Last Survivor Annuity** – Annuity payments continuing for the joint lifetimes of the Annuitant and the Joint Annuitant, terminating with the last payment prior to the last survivor's death.

**Joint and Last Survivor Annuity with 10 Years of Annuity Payments Guaranteed** – Annuity payments continuing for the joint lifetimes of the Annuitant and the Joint Annuitant, terminating at the later of the last payment prior to the last survivor's death or for 120 months.

**Guaranteed Payment Period** – Annuity payments continuing for a guaranteed period of from 5 to 30 years. The payments do not depend on the Annuitant's life.

**Alternative Life Annuity Option** – Annual annuity payments equal to the Guaranteed Lifetime Annual Income continuing for your lifetime, and terminating with the last payment prior to your death. This option is only available if the Annuity Date occurs on the Maturity Date at your attained age 100.

**Other Riders:** You may have elected to attach an available rider to your Contract. The following is a brief description of other riders that may be available.

{  
Increased Death Benefit Guarantee Rider: This Rider will pay the greater of the Increased Death Benefit Guarantee and the Contract's Death Benefit, if a death benefit is paid under the Contract.

The Increased Death Benefit Guarantee is determined at the beginning of each Contract Year, and immediately after any withdrawal. The Increased Death Benefit Guarantee is equal to:

1. Premium paid; less
2. Any withdrawals taken, including Withdrawal Charges and Market Value Adjustments if applicable; multiplied by
3. the lesser of
  - a. One plus the Increased Death Benefit Guarantee Factor; and
  - b. The Death Benefit Guarantee Rider Maximum Growth shown on the Contract Data Page.

The Increased Death Benefit Guarantee Factor is used to calculate the Increased Death Benefit Guarantee. The Increased Death Benefit Guarantee Factor is equal to  $(R) \times (Y)$  where  
(R) is the Death Benefit Guarantee Rider Annual Benefit Increase; and  
(Y) is the number of Contract Anniversaries that have occurred on or before the date an Owner dies. The Increased Death Benefit Guarantee Factor will not increase after the Contract Anniversary next following the oldest original Owner's 85<sup>th</sup> birthday.

On each Contract Anniversary while this Rider is in force, a Rider Charge will be assessed to the Contract Value.  
}

Nursing Home Waiver Rider: This rider waives the Withdrawal Charge on any withdrawal of Contract Value after we receive proof that you have been confined to an Approved Nursing Facility on or after the first Contract Anniversary and continuing for at least 60 consecutive days. There is no rider charge for this rider and it is attached to your Contract automatically if approved in the state in which this Contract is issued.

Terminal Illness Waiver Rider: This rider waives the Withdrawal Charge on any withdrawal of Contract Value after the first Contract Anniversary and after we receive proof that you suffer from a Terminal Illness which will result in death within 12 months. There is no rider charge for this rider and it is attached to your Contract automatically if approved in the state in which this Contract is issued.

**Summary:** Forethought Life Insurance Company of Batesville, Indiana issues the Forethought {Future Income Solutions Annuities}. This Single Premium Deferred Annuity may not be available in all states. The Contract may be subject to Withdrawal Charges.

This Disclosure Statement contains a summary description of this Single Premium Deferred Annuity. State variations may apply. The exact terms of the annuity are contained in the Contract and any attached riders or endorsements, which will control Forethought Life's contractual obligations.



**FORETHOUGHT {FUTURE INCOME SOLUTIONS} ANNUITIES<sup>SM</sup>  
 DISCLOSURE STATEMENT SIGNATURE PAGE  
 SINGLE PREMIUM DEFERRED ANNUITY**

**Owner's Statement – I certify that:**

- I understand that:
  - The Contract Withdrawal Value is the amount to be paid to me if I fully surrender the Contract. It may include the assessment of Withdrawal Charges and Market Value Adjustments, if applicable.
  - The Minimum Annual Interest Rate for new contracts is 1.00%.
  - If I place an annuity in an IRA, Roth IRA, or other tax qualified plan, I will receive no additional tax advantage from the annuity.
  - I can reallocate my Contract Value at the end of each Strategy Term to an available Strategy.
- I have received, read, and understand the Contract Disclosure Statement and I have kept a copy of it.
- I have received a copy of the Buyer's Guide to Fixed Deferred Annuities.
- I believe that this annuity Contract is a suitable product for my financial needs.
- I made my strategy account selections and premium allocation percentages on the application, as set forth below:

%	<b>Strategy Account Selections and Allocation Percentages</b>
	1-Year Fixed Account Strategy
{	2-Year Fixed Account Strategy }
{	3-Year Fixed Account Strategy }
{	4-Year Fixed Account Strategy }
{	5-Year Fixed Account Strategy }
{	7-Year Fixed Account Strategy }
{	10-Year Fixed Account Strategy }
<b>100</b>	<b>Total Must Equal 100%</b>

\_\_\_\_\_

Owner Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Joint Owner Signature (if applicable)

\_\_\_\_\_

Date



Forethought Life Insurance Company  
One Forethought Center  
P.O. Box 246  
Batesville, Indiana 47006-0246

**FORETHOUGHT {FUTURE INCOME SOLUTIONS} ANNUITY<sup>SM</sup>  
DISCLOSURE STATEMENT AGENT'S SIGNATURE PAGE  
SINGLE PREMIUM DEFERRED ANNUITY CONTRACT**

**Agent's Statement – I certify that:**

- I have read the Forethought {Future Income Solutions} Producer Guidelines.
- I gave a copy of the Disclosure Statement to the Owner.
- I gave a copy of the Buyer's Guide to Fixed Deferred Annuities to the Owner.
- I made no statement that is inconsistent with the Disclosure Statement, nor have I made any promises about expected future fixed interest rates of the annuity Contract.

Agent Signature

Agent Printed Name

Date

**Instruction to Agent:**

- Give this Disclosure Statement to the Owner/Joint Owner
- Two copies of the Disclosure Statement Signature Page are included for your convenience.
  - Complete "fill-in" items. You and the Owner/Joint Owner must sign the Signature Page. It is acceptable to either photocopy the signed, original Signature Page or if a photocopy is not available, to complete and sign two Signature Pages.
  - Give one signed copy to the Owner/Joint Owner.
  - Send the original signed copy along with the annuity application and any other new business forms to:

Forethought Life Insurance Company  
P.O. Box 246  
Batesville, IN 47006-0246

SERFF Tracking Number: FRTH-126435024 State: Arkansas  
 Filing Company: Forethought Life Insurance Company State Tracking Number: 44553  
 Company Tracking Number:  
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium  
 Variable  
 Product Name: FA2001SPDANX-01 Single Premium Deferred Annuity Contract  
 Project Name/Number: FA2001SPDANX-01 Single Premium Deferred Annuity Contract/FA2001SPDANX-01

## Supporting Document Schedules

**Item Status:** **Status Date:**

**Satisfied - Item:** Flesch Certification

**Comments:**

**Attachment:**

Non-Indexed CERT OF READABILITY.pdf

**Item Status:** **Status Date:**

**Satisfied - Item:** Application

**Comments:**

This form has also been attached to the Form Schedule tab.

**Attachment:**

FA3008-01 - Secure Bonus 115 Application 12-22-09.pdf

**Item Status:** **Status Date:**

**Satisfied - Item:** Statement of Variability

**Comments:**

**Attachment:**

SoV - Income 115 fixed V122909 generic.pdf

**Item Status:** **Status Date:**

**Satisfied - Item:** FA4033-01 and FA4012-02 Riders

**Comments:**

These riders were both previously approved by your office on the following dates:

FA4012-02 06/08/09

FA4033-02 06/08/09

They will both be used with this product.

**Attachments:**

SERFF Tracking Number: FRT-126435024 State: Arkansas  
 Filing Company: Forethought Life Insurance Company State Tracking Number: 44553  
 Company Tracking Number:  
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium  
 Variable  
 Product Name: FA2001SPDANX-01 Single Premium Deferred Annuity Contract  
 Project Name/Number: FA2001SPDANX-01 Single Premium Deferred Annuity Contract/FA2001SPDANX-01  
 FA4012-02 Annuity Option Rider.pdf  
 FA4033-01 Increased Death Benefit Guarnt Rdr 052109.pdf

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** IRA Riders

**Comments:**

THE ATTACHED RIDERS WERE APPROVED BY YOUR OFFICE ON 10/19/06 AND WILL ALSO BE USED WITH THIS PRODUCT.

**Attachments:**

FAIRA-01 IRA Rider.pdf  
 FAROTHIRA-01 Roth IRA Rider.pdf

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Waiver Riders

**Comments:**

THE ATTACHED RIDERS WERE APPROVED BY YOUR OFFICE ON 10/15/07 AND WILL ALSO BE USED WITH THIS PRODUCT.

**Attachments:**

FANHW-01 Nursing Home Waiver Rider.pdf  
 FATIW-01 Terminal Illness Waiver Rider.pdf

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Guaranty Notice

**Comments:**

**Attachment:**

A6011-02-AR Guaranty Notice.pdf

**Item Status:** **Status**  
**Date:**

**Satisfied - Item:** Form FA4048-01-AR - Information  
 to Contractholders

SERFF Tracking Number: *FRTH-126435024* State: *Arkansas*  
Filing Company: *Forethought Life Insurance Company* State Tracking Number: *44553*  
Company Tracking Number:  
TOI: *A021 Individual Annuities- Deferred Non- Variable* Sub-TOI: *A021.003 Single Premium*  
Product Name: *FA2001SPDANX-01 Single Premium Deferred Annuity Contract*  
Project Name/Number: *FA2001SPDANX-01 Single Premium Deferred Annuity Contract/FA2001SPDANX-01*

**Comments:**

**Attachment:**

FA4048-01-AR 011410.pdf

**Item Status:**

**Status  
Date:**

**Satisfied - Item:** Certification

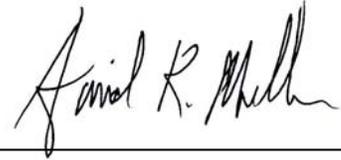
**Comments:**

**Attachment:**

Certification 011410.pdf

# CERTIFICATION OF READABILITY

Forethought Life Insurance Company hereby certifies that these forms below achieve the Flesch reading ease scores listed.



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Signature

David K. Mullen, Secretary

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Type name and title

December 21, 2009

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Date

Line of Insurance: Life/Annuity

Form Number(s):

FA2001SPDANX-01	50.0
FA3008-01	50.0
FA4034-01	59.0
FA4035-01	59.0
FA4036-01	59.0
FA4037-01	59.0
FA4038-01	59.0
FA4039-01	59.0
FA4040-01	59.0
FA4041-01	57.0
FA4042-01	57.0
FA4043-01	50.0

**(Please Print)**

**1. OWNER**

First Name		Middle Initial	Last Name		
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Date of Birth (mm/dd/yyyy)		Age	Social Security Number - -
Mailing Address			Residential Address (if different than Mailing Address)		
City			State	Zip Code	Country of Citizenship
Phone Number (home)		Phone Number (work)		E-mail Address	

**JOINT OWNER** *(Non-Qualified Only – Generally, it is advisable that the Joint Owner be the Spouse of the Owner.)*

First Name		Middle Initial	Last Name		
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Relationship to Owner	Date of Birth (mm/dd/yyyy)	Age	Social Security Number - -
Mailing Address			Residential Address (if different than Mailing Address)		
City			State	Zip Code	Country of Citizenship
Phone Number (home)		Phone Number (work)		E-mail Address	

**TRUST**  **CORPORATION**  **PARTNERSHIP**

Full Name					
Phone Number			Tax or Employer ID Number		
Mailing Address			Street Address (if different than Mailing Address)		
City			State	Zip Code	Country of Citizenship
If Trust is Named, Provide Trustee's Full Name				Date Trust Established	

**2. ANNUITANT** *(Complete only if the Owner and Annuitant are different.)*

First Name		Middle Initial	Last Name		
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Relationship to Owner	Date of Birth (mm/dd/yyyy)	Age	Social Security Number - -
Mailing Address			Residential Address (if different than Mailing Address)		
City			State	Zip Code	Country of Citizenship
Phone Number (home)		Phone Number (work)		E-mail Address	

**JOINT ANNUITANT**

First Name		Middle Initial	Last Name		
<input type="checkbox"/> Male	<input type="checkbox"/> Female	Relationship to Owner	Date of Birth (mm/dd/yyyy)	Age	Social Security Number - -
Mailing Address			Residential Address (if different than Mailing Address)		
City			State	Zip Code	Country of Citizenship
Phone Number (home)		Phone Number (work)		E-mail Address	

**3. BENEFICIARY INFORMATION** (Beneficiary proceeds will be split equally if no percentages are provided. Primary and Contingent Beneficiary percentage designation(s) must be in whole percentages only and each total 100%.)

**Primary**

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

**Primary**  **Contingent**

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

**Primary**  **Contingent**

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

**Primary**  **Contingent**

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

Please use section 4 if you require additional Beneficiary space.

**4. SPECIAL INSTRUCTIONS AND REMARKS**

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**5. ANNUITY TYPE** *(Select One)*

Type of Annuity Requested: <input type="checkbox"/> Non-Qualified <input type="checkbox"/> Tax Qualified Plans:	<input type="checkbox"/> IRA <input type="checkbox"/> Roth IRA
If applicable, has the Required Minimum Distribution for the current tax year been met? <input type="checkbox"/> Yes <input type="checkbox"/> No	

**6. PREMIUM PAYMENT**

<input type="checkbox"/> Premium Amount Remitted with Application:	\$ _____
<input type="checkbox"/> Estimated Premium Amount of 1035 Exchange/Transfer:	\$ _____
Source of Premium Payment: <input type="checkbox"/> Check <input type="checkbox"/> Wire <input type="checkbox"/> 1035 Exchange/Transfer (Payable to: Forethought Life Insurance Company)	

**7. STRATEGY(IES) ALLOCATIONS**

<b>PREMIUM ALLOCATION DIRECTION</b> <i>(Minimum of \$10,000 per Allocation.)</i>		<b>Whole Percentages Only</b>
<b>FIXED ACCOUNT STRATEGIES:</b>		
<input type="checkbox"/> 1 Year Fixed Account Strategy		_____ %
{ <input type="checkbox"/> 2 Year Fixed Account Strategy		_____ %}
{ <input type="checkbox"/> 3 Year Fixed Account Strategy		_____ %}
{ <input type="checkbox"/> 4 Year Fixed Account Strategy		_____ %}
{ <input type="checkbox"/> 5 Year Fixed Account Strategy		_____ %}
{ <input type="checkbox"/> 7 Year Fixed Account Strategy		_____ %}
{ <input type="checkbox"/> 10 Year Fixed Account Strategy		_____ %}
<b>Total Must =</b>		<b>100 %</b>

**8. AVAILABLE RIDER(S)**

<p><b>{GUARANTEED LIFETIME INCOME BENEFIT}</b>  <i>(Must choose one Guaranteed Lifetime Income Benefit Rider, and only one.)</i>  <input type="checkbox"/> <b>Guaranteed Lifetime Income Benefit Rider</b>  <input type="checkbox"/> <b>Guaranteed Lifetime Income Benefit Plus Rider</b></p> <p><b>{INCREASED DEATH BENEFIT GUARANTEE}</b>  <i>(Optional)</i>  <input type="checkbox"/> <b>Increased Death Benefit Guarantee Rider</b>                  This Rider can not be elected if:                  1) The oldest Owners 76th birthday occurs on or before the issue date of this policy; or                  2) A Joint Owner is not the spouse of the Owner; or                  3) The Owner is a non-natural person and a Joint Annuitant is not the spouse of the Annuitant.</p> <p><b>{NOT AVAILABLE}</b></p>
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## 9. STATE REQUIRED NOTICES

### AR, KY, MA, ND, NM, OK, PA, SD, TN, and WA Residents

Any person who knowingly and with intent to injure, defraud or deceive any insurance company, submits an application for insurance containing any materially false, incomplete, or misleading information, or conceals for the purpose of misleading, any material fact, is guilty of insurance fraud, which is a crime and in certain states, a felony. Penalties may include imprisonment, fine, denial of benefits, or civil damages.

### CA Residents – Reg. 789.8

The sale or liquidation of any asset in order to buy insurance, either life insurance or an annuity contract, may have tax consequences. Terminating any life insurance policy or annuity contract may have early withdrawal penalties or other costs or penalties, as well as tax consequences. You may wish to consult independent legal or financial advice before the sale or liquidation of any asset and before the purchase of any life insurance or annuity contract.

### CO Residents

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

### NJ Residents

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

## 10. OWNER/JOINT OWNER IDENTITY VERIFICATION

Under Federal law, we are required to verify the identity of all new annuity contract Owner(s). Owner information and verification of the identity of all new Owners must be provided. Failure to complete this section will delay or prevent the issuance of the annuity contract. We will ask to see your driver's license, passport, or other government-issued photo identification that will allow us to verify your identity.

Owner		Joint Owner (If any)	
Check One Form of ID:		Check One Form of ID:	
Individual Owner	Non-Individual Owner	Individual Owner	Non-Individual Owner
<input type="checkbox"/> Driver's License	<input type="checkbox"/> Certified Articles of Incorporation	<input type="checkbox"/> Driver's License	<input type="checkbox"/> Certified Articles of Incorporation
<input type="checkbox"/> Passport	<input type="checkbox"/> Partnership Agreement	<input type="checkbox"/> Passport	<input type="checkbox"/> Partnership Agreement
<input type="checkbox"/> Other _____	<input type="checkbox"/> Trust Document	<input type="checkbox"/> Other _____	<input type="checkbox"/> Trust Document
_____	_____	_____	_____
ID Number	State/Country of Issuance	ID Number	State/Country of Issuance
_____	_____	_____	_____
ID Expiration Date		ID Expiration Date	
_____		_____	

For an annuity contract owned by a corporation, association, partnership or trust, customer identification may require that articles of incorporation, partnership agreement or trust document be provided to us. Such documentation will be retained solely for the purposes of customer identification and we accept no responsibility for the enforcement or administration of any of the terms thereof.



## 12. AGENT DECLARATIONS AND SIGNATURES

Primary Agent Name (Print)			
Address	City	State	Zip Code
Phone Number (home)	E-mail Address		
Business or Institution Name	Business or Institution Phone Number		
License Number	Agent Number		

I declare that: (a) the application was signed and dated by the Owner(s) and by the Annuitant(s), if not the Owner(s), after all answers and information were recorded herein; and (b) I have truly and accurately recorded on this form all of the information provided by the Owner(s) and the Annuitant(s), if not the Owner(s).

**Yes** To the best of my knowledge, the annuity contract applied for is intended to replace or change existing life insurance policies or annuity contracts. If replacement or change is involved, I have attached the appropriate Replacement form for the Owner(s) and will return with the application.

**No**

I certify that the appropriate Disclosure Statement and a *Buyer's Guide to Fixed Deferred Annuities* have been provided to the Applicant(s). I have not made any statements that differ from this.

\_\_\_\_\_  
Initials

I certify that in states with suitability requirements that apply to this annuity: (a) the requirements have been met; (b) I have completed the suitability section of the appropriate disclosure statement with the applicant(s); (c) a copy of that form has been left with the applicant(s); and (d) a copy of the form is enclosed with this application.

\_\_\_\_\_  
Initials

I certify that I personally met with the Owner(s), reviewed the government issued identification described in section 10, OWNER/JOINT OWNER IDENTITY VERIFICATION, and verified to the best of my knowledge and belief, that the information accurately reflects the identity of the Owner(s).

\_\_\_\_\_  
Initials

I certify that the funds for the purchase of this annuity contract are not derived from the proceeds of a reverse mortgage.

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Primary Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed At (City,State)

### FORETHOUGHT LIFE INSURANCE COMPANY HOME OFFICE USE ONLY

**Forethought {Future Income Solutions} Annuities<sup>SM</sup>**

Single Premium Deferred Annuity Application

Forethought Life Insurance Company

One Forethought Center

P.O. Box 246

Batesville, IN 47006-0246

**Statement of Variability**  
**Forethought Life Insurance Company, Batesville Indiana**  
**Contract Form Series FA2001SPDANX-01**

The following values on the Contract Data Page are bracketed to indicate they may vary by contract.

- The “Premium Tax Paid” and “Premium Less Premium Tax” fields on the Contract Data Page are bracketed [ ] and may be included where applicable, or omitted. If we are required to pay premium tax at issue in the state in which the contract is issued, Premium Tax Paid will be Premium Paid times the state’s premium tax rate, and Premium Less Premium Tax will be Premium Paid minus Premium Tax Paid; otherwise these fields will be omitted.

The following values on the Contract Data Page are bracketed. Any changes in these values will be applicable to future issues only.

- The “Minimum Allocation to Any Strategy” will vary from \$1,000 to \$20,000.
- The “Minimum Withdrawal Amount” will vary from \$1,000 to \$2,500.
- The “Minimum Systematic Withdrawal Amount” will vary from \$25 to \$250.
- The “Minimum Contract Value After Withdrawal” will vary from \$1,000 to \$10,000.
- The “Minimum Guaranteed Contract Withdrawal Value Premium Factor” will vary from 87.5% to 100.0%.
- The “Minimum Guaranteed Contract Withdrawal Value Interest Rate” will vary from 1.00% to 3.00%. These rates are tied to the five-year Constant Maturity Treasury Rate. The methodology for determining the rate is included in the Actuarial Memorandum. Any changes will be applicable only to future issues. The rate will always be equal to or exceed the rate produced by procedures filed with the Department. In addition, any changes in our procedures for determining the minimum guaranteed Accumulation Period interest rate will be filed with the Department prior to use.

For each Account Strategy shown on the Contract Data Pages, the following values are bracketed. These will vary by Contract, according to the Strategies offered and per the Owner’s specifications:

- The Allocated Premium will vary from \$0 to the full amount of premium paid, according to the Owner’s specified premium allocation.
- The Allocated Percentage will vary from 0% to 100%, according to the Owner’s specified premium allocation.

The following rider information sections on the Contract Data Page are bracketed to indicate that each version of the “Fixed Account Strategy Rider” may not be offered initially, but may be added for new and existing contracts in the future. Each Strategy will appear if offered at issue. The 1-Year Fixed Account Strategy will always be offered.

- 2-Year Fixed Account Strategy.
- 3-Year Fixed Account Strategy.
- 4-Year Fixed Account Strategy.
- 5-Year Fixed Account Strategy.
- 7-Year Fixed Account Strategy.
- 10-Year Fixed Account Strategy.

For each Account Strategy shown on the Contract Data Page, the following values are bracketed. Any changes in these values will apply to future issues only:

- The “Strategy End Year” will vary from “2<sup>nd</sup> Year” to “100<sup>th</sup> Year”.
  - The “Strategy End Year” will not appear for the 1-Year Fixed Account Strategy and is not applicable to that Strategy.
- The “Initial Annual Interest Rate” will vary from 1.00% to 99.00%.
- The “Interest Rate Bonus” and related disclaimer language will appear only if an interest bonus is offered.
  - If offered for the Strategy, will vary from 0.10% to 10.0%.
  - If not offered for the Strategy, the “Interest Rate Bonus” section will not appear for the Strategy.

The following values on the Contract Data Page are bracketed to indicate that each version of the “Guaranteed Lifetime Income Rider” may not be offered initially, but may be added for future issues. At least one of these Riders will be offered initially.

- The “Guaranteed Lifetime Income Benefit Rider” section on the Contract Data Page is bracketed to indicate this rider may be available at the time of issue. The entire section will appear only if offered and elected by the owner at issue. For this Rider, any changes in the following values will be applicable to future issues only:
  - The “Minimum Guaranteed Lifetime Income Benefit Factors”:
    - Attained ages: ages are bracketed to indicate there may be age groupings with equal factors.
    - Level Single Life Income Option will vary from 1% to 10%
    - Increasing Single Life Income Option will vary from 1% to 10%
    - Level Joint Life Income Option will vary from 1% to 10%



The following values on the Contract Data Page are bracketed to indicate that the Market Value Adjustment may be added to the contract at issue, at the option of the company. It will not be added or withdrawn after issue.

- “Market Value Adjustment” will be either “Not applicable to this Contract” if not added to the contract at issue or “Applies to this Contract – See Market Value Adjustment Endorsement” if added to the contract at issue by the company.
- “Market Value Adjustment Percentage Factor” will vary between 50% and 100%.

The following values on the Contract Data Page are bracketed to indicate that the “Increased Death Benefit Guarantee Rider” is optional, and that this information will appear only when the Rider is offered by the company and selected on the issue date by the Owner.

- The “Increased Death Benefit Guarantee Rider” section on the Contract Data Page is bracketed to indicate this rider is optional, and can be selected at the discretion of an eligible Owner.
  - The “Death Benefit Guarantee Rider Annual Charge” will vary from 0.10% to 2.00%
  - The “Death Benefit Guarantee Rider Annual Benefit Increase” will vary from 0.25% to 10%.
  - The “Death Benefit Guarantee Rider Maximum Growth” will vary from 20% to 500%.

# GUARANTEED PAYMENT PERIOD, NOT TO EXCEED LIFE EXPECTANCY ANNUITY OPTION RIDER

## In This Rider

This Rider is made part of the Contract or Certificate (hereafter "Contract") to which it is attached and is effective on the date the Contract is issued. Terms used in this Rider shall have the same meanings as are set forth in the Contract to which this Rider is attached unless otherwise defined in this Rider. In the case of a conflict between the terms of this Rider and the terms of the Contract, the terms of this Rider will control.

## The Benefit

The following additional Annuity Option is available for You to elect on the Annuity Date:

**Option 6a – Guaranteed Payment Period, Not to Exceed Life Expectancy** – We will make payments for a guaranteed payment period equal to the life expectancy of the Annuitant.

Once payments commence under this Annuity Option, the option is irrevocable and the Contract has no value that can be surrendered, loaned, commuted or withdrawn.

The payments made under this annuity are non-assignable.

The effective date of this Rider is the Issue Date.



President  
Forethought Life Insurance Company

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## INCREASED DEATH BENEFIT GUARANTEE RIDER

### THE RIDER

This Rider will provide an Increased Death Benefit Guarantee for the Contract to which it is attached. This Rider is made part of the Contract or Certificate (hereafter "Contract") to which it is attached and is effective on the date the Contract is issued. Terms used in this Rider shall have the same meanings as are set forth in the Contract to which this Rider is attached unless otherwise defined in this Rider. In the case of a conflict between the terms of this Rider and the terms of the Contract, the terms of this Rider will control.

If the Owner is a non-natural person, the term Owner as used in this Rider will refer to the Annuitant.

### TEN-DAY RIGHT TO EXAMINE RIDER

If You are not satisfied, You may cancel this Rider by returning it within 10 days after the You receive it. Mail or deliver the Rider to Us at the address shown on page 1 of your Contract or to Your agent. This Rider will then be void from its start.

### PAYMENT OF THE INCREASED DEATH BENEFIT GUARANTEE

Prior to the Annuity Date, this Rider will pay the greater of the Increased Death Benefit Guarantee and the Contract's Death Benefit, if a death benefit is paid under the Contract. The Increased Death Benefit Guarantee will be determined as of the death of the Owner, or as of the first death of a Joint Owner. If the Death Benefit is payable to an Owner's surviving spouse and the surviving spouse elects to continue the Contract, then, subject to the limitations of this Rider, the Increased Death Benefit Guarantee will continue without payment on the death of the Owner, and will be determined as of the death of the surviving spouse.

### INCREASED DEATH BENEFIT GUARANTEE

The Increased Death Benefit Guarantee is determined at the beginning of each Contract Year, and immediately after any withdrawal. The Increased Death Benefit Guarantee is equal to:

1. Premium paid; less
2. Any withdrawals taken, including Withdrawal Charges; multiplied by
3. the lesser of
  - (a) One plus the Increased Death Benefit Guarantee Factor; and
  - (b) The Death Benefit Guarantee Rider Maximum Growth shown on the Contract Data Page.

### DEATH BENEFIT GUARANTEE RIDER ANNUAL BENEFIT INCREASE

The Death Benefit Guarantee Rider Annual Benefit Increase is the rate used to determine the Increased Death benefit Guarantee Factor. The Death Benefit Guarantee Rider Annual Benefit Increase is shown on the Contract Data Page and cannot be changed.

### INCREASED DEATH BENEFIT GUARANTEE FACTOR

The Increased Death Benefit Guarantee Factor is used to calculate the Increased Death Benefit Guarantee. The Increased Death Benefit Guarantee Factor is equal  $(R) \times (Y)$  where:

- (R) is the Death Benefit Guarantee Rider Annual Benefit Increase; and  
(Y) is the number of Contract Anniversaries that have occurred on or before the date an Owner dies.

### LIMITATIONS

The Increased Death Benefit Guarantee Factor will not increase after the Contract Anniversary next following the oldest original Owner's 85th birthday.

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**TERMINATION OF RIDER**

This Rider terminates on the earliest of:

1. The date a death benefit is paid; or
2. The Annuity Date; or
3. The date a Joint Owner is named after the Issue Date of the Contract; or
4. The date there is a change in the Owner of the Contract to which the Rider is attached, unless the change is the result of the death of the prior Owner; or
5. The date the Contract terminates.

Once terminated, the Rider cannot be reinstated.

The Rider can not be cancelled, except as indicated in this section and as indicated above under "Ten-Day Right to Examine Rider".

**RIDER CHARGES**

On each Contract Anniversary while this Rider is in force a Rider Charge will be assessed to the Contract Value. The Rider Charge deducted on each Contract Anniversary equals (A) multiplied by (B) where:

- (A) is the Death Benefit Guarantee Rider Annual Charge, as shown on the Contract Data Page; and
- (B) is the Increased Death Benefit Guarantee in effect at the beginning of the Contract Year just ending.

If there are multiple Strategies, then the Rider Charge assessed to each Strategy will be in the proportion that each Strategy Value bears to the total Contract Value at the time of the Rider Charge.



President  
Forethought Life Insurance Company

# INDIVIDUAL RETIREMENT ANNUITY RIDER

## General

This Rider is made part of the Contract or Certificate (hereafter "Contract") to which it is attached and is effective on the date the Contract is issued. The Contract as amended by this Rider is intended to qualify 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 Rider are inconsistent with the provisions of the Contract or any Rider of this Contract, the provisions of this Rider will control.

## Applicable Provisions

### 1. Owner

You shall be the Owner and the Annuitant. Any provision of the Contract allowing joint ownership is deleted.

### 2. Restrictions On Transferability, Exclusive Benefit, Nonforfeitability

(a) The Contract may not be transferred or assigned (except pursuant to a divorce decree in accordance with applicable law) or pledged as collateral for a loan or any other purposes.

(b) The Contract is established for the exclusive benefit of the Owner and the Owner's Beneficiaries.

(c) The entire interest of the Owner in the Contract is nonforfeitable.

### 3. Limitations on Contributions

(a) Only 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)) will be accepted as the Premium payment for the Contract.

(b) No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, 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 IRA 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.

(c) This Contract does not require fixed premium payments. No additional premiums, after the initial Premium, are required to keep this Contract in force.

### 4. Distributions of Owner's Interest

(a) Notwithstanding any provision of this IRA to the contrary, the distribution of the Owner's interest in the IRA shall be made in accordance with the requirements of Code Section 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 IRA (as determined under paragraph 5(c)) must satisfy the requirements of Code Section 408(a)(6) and the regulations thereunder, rather than paragraphs (b), (c) and (d) below and paragraph 5.

- (b) The entire interest of the Owner will commence to be distributed no later than the first day of April following the calendar year in which the Owner attains age 70 ½ (the “required beginning date”) over (a) the life of the Owner or the lives of the Owner and his or her designated Beneficiary or (b) 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 1 year and must be either non-increasing or they may increase only as provided in Q&As-1 and -4 of Section 1.401(a)(9)-6T of the Temporary Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6T.
- (c) The distribution periods described in paragraph (b) above cannot exceed the periods specified in Section 1.401(a)(9)-6T of the Temporary Income Tax Regulations.
- (d) The first required payment can be made as late as April 1 of the year following the year the Owner attains age 70 ½ 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.

#### 5. Distributions Upon Owner's Death

- (a) **Death On or After Required Distributions Commence.** If the Owner dies on or after the date required distributions commence, the remaining portion of his or her interest will continue to be distributed under the contract payment option chosen.
- (b) **Death Before Required Distributions Commence.** If the Owner dies before required distributions commence, his or her entire interest 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 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 Owner's death, or, if elected, in accordance with subparagraph (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 individual would have attained age 70 ½, if later), over such spouse's life, or, if elected, in accordance with subparagraph (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 subparagraph (b)(iii) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the payment option chosen.
  - (iii) If there is no designated Beneficiary, or if applicable by operation of subparagraph (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 Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under subparagraph (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 subparagraph (b)(i) or (ii) and reduced by 1 for each subsequent year.
- (c) The "interest" in the IRA 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 and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.
- (d) For purposes of paragraphs (a) and (b) above, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under subparagraph (b)(ii) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6T of the Temporary Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- (e) If the sole designated Beneficiary is the Owner's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a Beneficiary.

#### 6. Multiple IRAs

The Owner may satisfy the minimum distribution requirements under Section 408(b)(3) of the Code by receiving a distribution from one IRA that is equal to the amount required to satisfy the minimum distribution requirement for two or more IRAs. For this purpose, if you own two or more IRAs, you may use the alternative method described in Section 1.408-8 of the Income Tax Regulations, to satisfy the minimum distribution requirements.

#### 7. Compliance

- (a) The Owner has the sole responsibility for determining whether any purchase payment meets applicable income tax rules.
- (b) The Owner or Beneficiary shall be solely responsible for requesting a distribution which complies with this Rider and applicable law.

#### 8. Annual Reports

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

9. Amendments

We reserve the right to amend this Contract or Rider to the extent necessary to qualify as an individual retirement annuity for federal income tax purposes.

10. Meaning of Terms

All of the terms used in this Rider have the same meaning as in the Contract unless otherwise clearly indicated in this Rider. This Rider is subject to all the exclusions, definitions and provisions of the Contract which are not inconsistent with the terms of this Rider.

The effective date of this rider is the Issue Date.



President  
Forethought Life Insurance Company

# ROTH INDIVIDUAL RETIREMENT ANNUITY RIDER

## General

This Rider is made part of the Contract or Certificate (hereafter "Contract") to which it is attached and is effective on the date the Contract is issued. The Contract as amended by this Rider is intended to qualify as a Roth individual retirement annuity under Section 408A of the Internal Revenue Code of 1986, as amended (the "Code"). Where the provisions of this rider are inconsistent with the provisions of the Contract or any rider of the Contract, the provisions of this Rider will control.

## Applicable Provisions

The following provisions apply and replace any contrary provisions of the Contract:

1. Owner

You shall be the Owner. Any provision of the Contract that would allow joint ownership is deleted.

2. Restrictions On Transferability, Exclusive Benefit, Nonforfeitability

(a) The Contract may not be transferred or assigned (except pursuant to a divorce decree in accordance with applicable law) or pledged as collateral for a loan or for any other purpose.

(b) The Contract is established for the exclusive benefit of the Owner or the Owner's Beneficiaries.

(c) The entire interest of the Owner in the Contract is nonforfeitable.

3. Limitations On Contributions

(a) Maximum Permissible Amount. Only a qualified rollover contribution will be accepted as the Premium payment for the Contract. A "qualified rollover contribution" is a rollover contribution that meets the requirements of Section 408(d)(3) of the Internal Revenue Code, except the one-rollover-per-year rule of Section 408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA (a "non-Roth IRA"). A qualified rollover contribution also includes a rollover from a designated Roth account described in Section 402A. Beginning January 1, 2008, a qualified rollover contribution will also include a rollover from any "eligible retirement plan" that meets the requirements of Section 402(c), 403(b)(8) or 457(e)(16). Contributions may be limited under (b) and (c) below.

(b) Qualified Rollover Contribution Limit. A rollover from a non-Roth IRA cannot be made to this IRA if, for the year the amount is distributed from the non-Roth IRA, (i) the Owner is married and files a separate return, (ii) the Owner is not married and has modified AGI in excess of \$100,000 or (iii) the Owner is married and together the Owner and the Owner's spouse have modified AGI in excess of \$100,000. For purposes of the preceding sentence, a husband and wife are not treated as married for a taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year.

- (c) Simple IRA Limits. No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 408(p). Also, 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 IRA 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.
- (d) Modified AGI. For purposes of (b) above, an Owner's modified AGI for a taxable year is defined in Section 408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a rollover from a non-Roth IRA (a "conversion").

#### 4. Required Distributions

- (a) No amount is required to be distributed prior to the death of the Owner.
- (b) Notwithstanding any provision of this IRA to the contrary, the distribution of the Owner's interest in the IRA shall be made in accordance with the requirements of Code Section 408(b)(3), as modified by Section 408A(c)(5), 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 IRA (as determined under paragraph 4(d)) must satisfy the requirements of Code Section 408(a)(6), as modified by Section 408A(c)(5), and the regulations thereunder, rather than the distribution rules in paragraphs (c), (d), (e) and (f) below.
- (c) Upon the death of the Owner, his or her entire interest 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 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 Owner's death, or, if elected, in accordance with subparagraph (c)(iii) below.
  - (ii) If the Owner's sole designed 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 70 1/2, if later), over such spouse's life, or, if elected, in accordance with subparagraph (c)(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 subparagraph (c)(iii) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract payment option chosen.

- (iii) If there is no designated Beneficiary, or if applicable by operation of subparagraph (c)(i) or (c)(ii) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under subparagraph (c)(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 subparagraph (c)(i) or (ii) and reduced by 1 for each subsequent year.
- (d) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&A's-7 and -8 of Section 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.
- (e) For purposes of subparagraph (c)(ii) above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such subparagraph. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6T of the Temporary Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- (f) If the sole designated Beneficiary is the Owner's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a Beneficiary.

## 5. Compliance

- (a) The Owner has the sole responsibility for determining whether any purchase payment meets the applicable income tax rules.
- (b) The Owner or Beneficiary shall be solely responsible for requesting a distribution which complies with this Rider and applicable law.

## 6. Annual Reports

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

## 7. Amendments

We reserve the right to amend this Contract or Rider to the extent necessary to qualify as a Roth IRA for federal income tax purposes.

8. Terms

All of the terms used in this Rider have the same meanings as in the Contract unless otherwise clearly indicated in this Rider. This Rider is subject to all the exclusions, definitions, and provisions of the Contract which are not inconsistent with the terms of this Rider.

The effective date of this rider is the Issue Date.

A handwritten signature in black ink, appearing to read "Charles A. Russell". The signature is fluid and cursive, with a large initial "C" and "R".

President  
Forethought Life Insurance Company

# NURSING HOME WAIVER RIDER

## In This Rider

Terms used in this rider shall have the same meanings as are set forth in the Contract to which this rider is attached unless otherwise defined in this rider.

## Definitions

**Approved Nursing Facility** – A facility which:

- Is licensed by the state in which it is located; and
- provides skilled nursing care under the supervision of a Physician; and
- has 24 hour a day nursing services by or under the supervision of a registered nurse; and
- keeps a daily medical record of each patient.

**Owner** – The Owner or one of the Joint Owners of the Contract to which this rider is attached or the Annuitant or one of the Joint Annuitants if the Owner is a non-natural person.

**Physician** – A medical doctor who is licensed by the state in which he/she practices medicine and is not a member of the Owner's family.

**Proof** – Evidence satisfactory to Us.

## THE BENEFIT

The Withdrawal Charge will be waived on any portion of the Contract Value withdrawn after We receive Proof that the Owner has been confined to an Approved Nursing Facility on or after the first Contract Anniversary and continuing for at least 60 consecutive days. We must receive Proof no later than 90 days following the Owner's discharge from an Approved Nursing Facility.

The effective date of this rider is the Issue Date.



President  
Forethought Life Insurance Company

# TERMINAL ILLNESS WAIVER RIDER

## In This Rider

Terms used in this rider shall have the same meanings as are set forth in the Contract to which this rider is attached unless otherwise defined in this rider.

## Definitions

**Owner** – The Owner or one of the Joint Owners of the Contract to which this rider is attached or the Annuitant or one of the Joint Annuitants if the Owner is a non-natural person.

**Physician** – A medical doctor who is licensed by the state in which he/she practices medicine and is not a member of the Owner's family.

**Proof** – Evidence satisfactory to Us.

**Terminal Illness** – A medical condition resulting from bodily injury, or disease, or both:

- which has been diagnosed by a licensed and qualified Physician; and
- which diagnosis is supported by clinical, radiological, laboratory evidence or other Proof of the medical condition; and
- which a licensed and qualified Physician certifies is expected to result in death within 12 months; and
- which is confirmed by a second opinion of another licensed and qualified Physician, based upon that Physician's examination of the Owner.

The Physician selected to provide a second opinion must be acceptable to both You and Us. Any second opinion shall be done at Our expense and shall be conclusive as to whether the Owner suffers from a Terminal Illness. We may, at Our sole discretion, waive the requirement of a second opinion.

## THE BENEFIT

The Withdrawal Charge will be waived on any portion of the Contract Value withdrawn after the first Contract Anniversary and after We receive Proof that the Owner is suffering from a Terminal Illness.

The effective date of this rider is the Issue Date.



President  
Forethought Life Insurance Company

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

Residents of this state who purchase life insurance, annuities or health and accident 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 insurance companies that are well managed and financially stable.

**DISCLAIMER**

The Arkansas Life and Health Insurance Guaranty Association ("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 Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract 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 provide you with 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 The 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 is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the 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.

## COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or 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 are protected as well, even if they live in another state.

## EXCLUSIONS FROM COVERAGE

However, persons holding such policies are NOT protected by this 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 policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty 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 contract holder;
- \* 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 abenefit 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 not matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. 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.



## INFORMATION TO CONTRACTHOLDER

If you have any questions regarding your contract, please contact the agent who sold you this policy or contact the company directly at:

Forethought Life Insurance Company  
One Forethought Center  
Batesville, Indiana 47006-0246  
1-877-244-7526

If we at Forethought Life 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  
1-501-371-2640 or  
1-800-852-5494



## **CERTIFICATION**

I, David K. Mullen, Assistant Secretary of Forethought Life Insurance Company of Batesville, Indiana hereby certify that Form Filing FA1001SPDANX-01, et al complies with Regulation 19s10B of the Arkansas Department of Insurance.

January 14, 2010

A handwritten signature in black ink that reads "David K. Mullen". The signature is written in a cursive style with a horizontal line underneath it.

David K. Mullen  
Assistant Secretary