

SERFF Tracking Number: PRES-126464492 State: Arkansas
Filing Company: Presidential Life Insurance Company State Tracking Number: 44643
Company Tracking Number: SPDBA9(05)
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium
Variable
Product Name: Deferred Benefit Annuity
Project Name/Number: SPDBA(05)/SPDBA(05)

Filing at a Glance

Company: Presidential Life Insurance Company

Product Name: Deferred Benefit Annuity SERFF Tr Num: PRES-126464492 State: Arkansas
TOI: A02I Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 44643
Variable Closed
Sub-TOI: A02I.003 Single Premium Co Tr Num: SPDBA9(05) State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird
Authors: Diana Barbas, Reidlynn Disposition Date: 01/25/2010
Newton, Geralyn Farm, Amy
Hamilton
Date Submitted: 01/21/2010 Disposition Status: Approved-
Closed
Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: SPDBA(05) Status of Filing in Domicile: Authorized
Project Number: SPDBA(05) Date Approved in Domicile: 08/08/2008
Requested Filing Mode: Review & Approval Domicile Status Comments:
Explanation for Combination/Other: Market Type: Individual
Submission Type: New Submission Group Market Size:
Overall Rate Impact: Group Market Type:
Filing Status Changed: 01/25/2010 Explanation for Other Group Market Type:
State Status Changed: 01/25/2010
Created By: Reidlynn Newton
Deemer Date: Corresponding Filing Tracking Number:
Submitted By: Reidlynn Newton
Filing Description:
RE: SPDBA(05) – Individual Fixed Annuity Contract
A20305FW Deferred Benefit – Individual Fixed Annuity Application

Enclosed for your review and approval is a new Single Premium Deferred Benefit Annuity contract and application intended to be used with this contract.

<i>SERFF Tracking Number:</i>	<i>PRES-126464492</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Presidential Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>44643</i>
<i>Company Tracking Number:</i>	<i>SPDBA9(05)</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.003 Single Premium</i>
<i>Product Name:</i>	<i>Deferred Benefit Annuity</i>		
<i>Project Name/Number:</i>	<i>SPDBA(05)/SPDBA(05)</i>		

This is a new form and a new application, not intended to replace any previously approved form or application. The form was designed as a new product to be added to our portfolio. The product is unique in that it's a fixed annuity contract featuring a defined benefit structure. The purpose is to lock in a stream of payments for retirement under the selected annuity option.

Form SPDBA(05) is a single premium deferred benefit annuity contract which has no cash surrender value and no death benefit. The contract provides a payout annuity intended to generate a fixed amount of income at a future benefit commencement date. The benefit commencement date and payout values are guaranteed at the time of issue. The period from the issue date to the benefit commencement date is the deferral period. The deferral period is expected to range from 5 years to 30 years.

The contract and the application have been written to properly disclose, in a clear and complete manner, that this contract is not an accumulation annuity and that it has no cash surrender value nor a death benefit. Please note however, there is a beneficiary distribution option available, with respect to any period certain benefit payment, if, and only if, the Annuitants' death occurs during the deferral period

There is no specialized market for this product, the form is to be issued to individuals and it will be available to all of our General Agents and their brokers. Commissions will be consistent with those of the Company's individual immediate annuity products.

Initially, upon your approval, we plan to offer this product only on a non-qualified basis. Eventually we will extend it to qualified business with all the appropriate endorsements.

In replacement situations, the free look period is extended to 30 days. In those situations, amendment form 30 DAY(A)-100 will be attached to the cover page of the contract. The free look amendment was approved by the Department on 9/17/2007.

Thank you for your consideration.

Company and Contact

Filing Contact Information

Reidlynn Newton,
69 Lydecker Street
Nyack, NY 10960

rnewton@presidentallife.com
845-358-2300 [Phone] 217 [Ext]
845-358-0945 [FAX]

SERFF Tracking Number: PRES-126464492 State: Arkansas
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 Company Tracking Number: SPDBA9(05)
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium
 Variable
 Product Name: Deferred Benefit Annuity
 Project Name/Number: SPDBA(05)/SPDBA(05)

Filing Company Information

Presidential Life Insurance Company	CoCode: 68039	State of Domicile: New York
69 Lydecker Street	Group Code:	Company Type:
Nyack, NY 10960	Group Name:	State ID Number:
(845) 358-2300 ext. 224[Phone]	FEIN Number: 13-2570714	

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? No
 Fee Explanation: \$50/form x 2 = \$100
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Presidential Life Insurance Company	\$100.00	01/21/2010	33678183

SERFF Tracking Number: PRES-126464492 State: Arkansas
Filing Company: Presidential Life Insurance Company State Tracking Number: 44643
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TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium
Variable
Product Name: Deferred Benefit Annuity
Project Name/Number: SPDBA(05)/SPDBA(05)

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	01/25/2010	01/25/2010

SERFF Tracking Number: PRES-126464492 State: Arkansas
 Filing Company: Presidential Life Insurance Company State Tracking Number: 44643
 Company Tracking Number: SPDBA9(05)
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
 Variable
 Product Name: Deferred Benefit Annuity
 Project Name/Number: SPDBA(05)/SPDBA(05)

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	SPDBA(05)	Policy/Cont ract/Fratern Annuity al Certificate	Initial		47.640	SPDBA05 (SPECIMEN POLICY).pdf
	A20305FW	Application/Deferred Benefit Enrollment Annuity Application Form	Initial		71.420	A20305FW Deferred Benefit (GENERIC APP).pdf

PRESIDENTIAL LIFE INSURANCE COMPANY



[69 LYDECKER STREET
NYACK, NEW YORK 10960
(800) 926-7599]

A STOCK COMPANY

Presidential Life Insurance Company will be referred to as We, Us or Our. Subject to the provisions of this Contract, We will pay a fixed income Benefit to the Annuitant. The Benefit amount and Benefit Commencement Date are stated on the Data Page of the Contract.

The provisions on this and the following pages, including the application, form this Contract. It is a legal contract between the Owner and Us. PLEASE READ THIS CONTRACT CAREFULLY.

This contract has NO CASH VALUE. It is not an accumulation annuity. The contract provides for an irrevocable stream of income to begin on the Benefit Commencement Date. No account value is maintained under this contract. The contract has no cash surrender value benefit either during the Deferral Period or on and after the Benefit Commencement Date. The scheduled Benefit payments as indicated on the Data Page are the only cash payments. No death benefits are paid during the Deferral Period. However, should Annuitant death occur during the Deferral Period, the beneficiary may receive a distribution option if a Period Certain Benefit was selected at issue. (See Annuitant's Death During the Deferral Period.)

The consideration for this Contract is the application and payment of the Single Premium on or before delivery of the Contract.

This Contract will be effective on the Issue Date. This will be the date the application is received or the date the Single Premium is received at Our Home Office in Nyack, New York, whichever occurs later.

Twenty Day Right to Examine Contract

The Owner may cancel this Contract by returning it to Us or Our agent within twenty days from the date the Contract is delivered to the Owner. The Contract shall be void from the beginning and the Company shall refund any paid single premium.

Signed for the Company

[Secretary]

[Chairman of the Board]

**SINGLE PREMIUM DEFERRED
BENEFIT ANNUITY**

**Benefits as stated on the Data Page
No Cash Value
No Death Benefit
Non-Participating**

SPDBA(05)

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SPDBA(05)

DATA PAGE

Type of Coverage:
Single Premium Deferred Benefit Annuity

Form Number:
SPDBA(05)

No Cash Value. (See Cover and General Provisions)

No Death Benefit (See Distribution Options Upon Annuitant's Death)

Benefit: [\$100,000] is used to purchase an Annuity of [\$1886.84] per [month] beginning [January 1, 2037]. These payments will be for [[10] years Period Certain], [or the lifetime of the Annuitant, if longer]]

There is no right of Withdrawal or Commutation.

The Benefit may never be changed, altered or accelerated. The Benefit's value is determined as set forth herein, is not payable until the Benefit Commencement Date. The Owner has no right of withdrawal either during the Deferral Period or on and after the Benefit Commencement Date.

Annuitant: [JOHN DOE] Contract Number: [SAMPLE]
Annuitant's Age/Sex: [35 MALE]

[Joint Annuitant: []] Issue Date: [JAN 1, 2007]
[Joint Annuitant's Age/Sex []]

Owner and Beneficiary are as stated in the Application Unless Either is Subsequently Changed.

Single Premium: [\$100,000] Benefit Commencement Date: [JAN 1, 2037]

Presidential Life Insurance Company
Nyack, New York

SPDBA(05)

Definitions

Annuitant: Any person on whose life expectancy benefit payments (if any) are based. The Annuitant(s) are listed on the Data Page. Benefits will be payable to the Annuitant(s) unless otherwise chosen by the Owner. Written notice of the Owner's choice must be received and approved by Us. If the contract is a Joint Annuity (only a spousal Annuitant is permitted), any reference to the death, or date of death of the Annuitant, refers to the death, or date of death of the second Annuitant to die.

Benefit Commencement Date: The date benefit payments are scheduled to begin. This date cannot be changed or amended. This date is listed on the Data Page.

Deferral Period: The period from the Issue Date to the Benefit Commencement Date.

General Provisions

Cash Value: This Contract has No Cash Value at any time.

No Guarantee Regarding Tax Treatment: We make no guarantees regarding the tax treatment of this Contract, or any distribution choice involving this contract. **We encourage you to consult your personal tax advisor before making any permitted changes to this contract.**

Entire Contract: The entire Contract consists of: this contract; the application; and any riders or amendments attached by the Company at time of issue. All statements made by or on behalf of anyone receiving benefits from this Contract are representations and not warranties. No statement will be used in defense of a claim under the Contract unless contained in an attached application.

No agent or any other person except an elected officer of the Company can change this Contract.

Authority of Agents: No agent is authorized to waive contract provisions, alter or amend this Contract.

Non-Participating: This Contract does not participate in the profits or surplus of the Company.

Incontestability: This Contract shall be incontestable after it has been in force during the Annuitant's lifetime for a period of two (2) years from its Issue Date.

Misstatement of Age and Sex: This Contract is issued subject to any age and sex listed on the Data Page. Any Annuitant's age is based on the age nearest birthday on the Issue Date.

If the age or sex of any Annuitant has been misstated, any benefit amount payable and the Benefit accruing under this Contract will be such as the single premium paid would have purchased at the correct age or sex. If We have made overpayments because of such a misstatement, the full amount due, plus compound interest at 6% per annum, will be deducted from the next benefit payment or payments. If We have made underpayments because of such a misstatement, the full amount due, plus compound interest at 6% per annum, will be paid by the Company with the next benefit payment.

Proof of Continuance: If any payment by Us, under this Contract, depends on the Annuitant(s) surviving, We may require proof that the Annuitant(s) is alive. If the amount of any such payment depends on the age of any Annuitant, We may require proof of such Annuitant's age before making such payment.

Claims of Creditors: Annuity payments are not subject to claims of the beneficiary's creditors or to any legal process against that beneficiary; to the extent permitted by law.

Owner, Beneficiary and Assignment

Owner: The Owner is the Annuitant of this Contract unless otherwise provided in the application or subsequently changed. The only permitted non-annuitant Owner is an Owner that is an entity (non-individual). Such an Owner is referred to as a Nominal Owner. Joint ownership is not permitted. The Owner may exercise all rights and privileges available under the terms of this Contract subject to the rights of the irrevocable beneficiary (if any). If the non-owner Joint Annuitant is the surviving Annuitant, such joint Annuitant becomes the Owner. The Owner's rights end at the death of the (last) Annuitant.

Beneficiary: The Beneficiary is the party designated to exercise the distribution option upon the death of the (last) Annuitant. If any Beneficiary dies within 15 days following the Annuitant's death, and before we make any benefit payment, payment of the benefit will be made as if that Beneficiary had died before the Annuitant. A Beneficiary that is an entity (non-individual) is referred to as a Nominal Beneficiary. Unless otherwise provided, benefits will be paid to the Beneficiaries in the following order in equal shares by class:

- (1) To any primary Beneficiary surviving the Annuitant; or
- (2) To any contingent Beneficiary surviving the Annuitant; or
- (3) To the Owner or estate of the Owner.

Any payment to a beneficiary may be assigned by that beneficiary unless specifically restricted in the application for this contract. If so requested in the application, the beneficiary payments may not be transferred, pledged as collateral for a loan as security for the performance of any obligation or for any other purpose. There may be tax implications with this choice, so we recommend that a tax advisor be consulted.

We encourage you to consult with your personal tax advisor prior to making a change in Owner or Beneficiary after the contract issue date.

Change of Owner or Beneficiary: The Owner may change the Owner or Beneficiary at any time during the life of the Annuitant. An Owner other than the Annuitant is restricted to Nominal Owners. To make such changes the Owner must file a written request with Us. The change will be effective on the date signed. It will have no effect on any action made by Us before written notice is received at the Home Office.

Collateral Assignment: Unless Restricted Ownership applies; the Owner can assign the benefits of this Contract as collateral for a debt. This limits the Owner's rights to benefits and may limit the Beneficiary's rights. A collateral assignment does not change the Owner.

An assignment is not binding on Us until We receive written notice of it. We assume no responsibility as to the validity of any assignment. When paying benefits, We may rely on what the collateral assignee states as the debt due.

Restricted Ownership: Notwithstanding any other provision of this Contract, the ownership may not be transferred; nor may this Contract be sold, assigned, or pledged as collateral for a loan; or as security for the performance of any obligation; or for any other purpose if:

- (1) This Contract is purchased to qualify under Section 403(b) or Section 501(c)(3) of the Internal Revenue Code; or
- (2) This Contract is purchased to qualify under the Self-employed Individuals Tax Retirement Act of 1962 as amended: or

- (3) The Annuitant becomes the Owner upon termination of his/her employment under a plan defined in Section 401 of the Internal Revenue Code, unless the Owner requests otherwise at the time of transfer: or
- (4) Restricted ownership is requested in the application for this Contract.

Minimum Benefits Statement

This contract guarantees the Benefit payments beginning on the Benefit Commencement Date. Any benefits provided under this contract are not less than those required by the state where the contract was delivered.

Distribution Options Upon Annuitant's Death

Prior to any death claim settlement, proof of the Annuitant's death must be submitted to Our Home Office.

We require reimbursement of any benefit payment made past the Annuitant's death prior to notification of death.

If the contract is a Joint Annuity, any reference to the death, or date of death of the Annuitant, refers to the death, or date of death of the second Annuitant to die.

Annuitant's Death During the Deferral Period

If the Annuitant dies during the Deferral Period, each Beneficiary may choose one of the following distribution options, (a) – (d), before the Benefit Commencement Date or continue any scheduled period certain Benefits as indicated on the Data Page, with respect to his or her share of the period certain benefits (if any):

- (a) Receive a Life Income Benefit with period certain (5-30 years);
- (b) Receive a period certain income (5-30 years);
- (c) Receive a Life Only Income Benefit. This choice is not available to any Beneficiary who is more than 90 years of age on the date the choice requested is received by Us; or
- (d) Receive a Lump Sum distribution.

Unless We agree otherwise, the benefit payment will not begin less than 30 days nor more than one year after the date the choice is received by Us.

If the Annuitant's death occurs within one year prior to the Benefit Commencement Date, each beneficiary will be given a one year grace period from the Annuitant's date of death to make a distribution option choice. We will adjust for any benefits already paid.

Options (a), (b) or (c) will not be available to a Nominal Beneficiary and will not be available if they result in a benefit payment of less than \$50 per payment to any Beneficiary.

If we do not receive the beneficiary(ies) choice of distribution option before the Benefit Commencement Date (or within the one year grace period, if applicable) then for those beneficiaries:

- a) the period certain benefits, if any, will be paid as scheduled per the data page; and
- b) there will be no distribution option available.

The value used in calculating any benefit under the above choices will equal the value of any unpaid period certain benefits, based on Our interest (and mortality assumptions for choices (a) and (c)) used for calculating premiums for new contracts on the date the choice is received by Us. For choices (a) and (c), values will be based on the actual age nearest birthday of the Beneficiary on the date the choice is received by Us.

If We are no longer issuing immediate annuities with life contingencies on the date the choice is received by Us, the mortality table used for choices (a) and (c) will be: the Annuity 2000 (Male, Female) Mortality Table; Age Nearest Birthday; projected 20 years forward using projection scale "G" (100% for Male and 50% for Female). If We are no longer issuing immediate annuities, the interest rate for all choices will be the monthly average of the ten year Treasury interest rate for the calendar month preceding the date the choice is received by Us.

We encourage Beneficiary(ies) to consult their personal tax advisor before choosing any Distribution Options or electing to continue the scheduled period certain Benefits as indicated on the Data Page.

All distribution options must satisfy Section 72(s) of the IRS code as amended.

Annuitant's Death On Or After The Benefit Commencement Date

If the Annuitant dies on or after the Benefit Commencement Date, there will be no cash lump sum distribution.

The following provisions will apply:

- (a) If a Life Only option is in effect, this Contract will terminate with the last payment made before the death of the Annuitant.
- (b) If a Life with Period Certain option is in effect, and the Annuitant dies before the expiration of the Period Certain, any remaining period certain benefits will be paid as scheduled. The Contract will terminate with the last period certain payment.
- (c) If a Life with Period Certain option is in effect, and the Annuitant dies after the expiration of the Period Certain, the Contract will terminate with the last payment made before the death of the Annuitant.
- (d) If a Period Certain option is in effect, any remaining period certain benefits will be paid as scheduled. The Contract will terminate with the last period certain payment.

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PRESIDENTIAL LIFE INSURANCE COMPANY

SINGLE PREMIUM DEFERRED BENEFIT ANNUITY

**Benefits as stated on the Data Page
No Cash Value
No Death Benefit
Non-Participating**



SPDBA(05)



Part A - Primary Annuitant Information

1. Name (Annuitant)(first, middle, last)

2. Age Nearest Birthday

3. SS# (Annuitant)

Home Address _____

4. Date of Birth (mm/dd/yy)

5. Gender (check one)

- Male
 Female

City _____ State _____ Zip _____

6. Rated Age

Part B - Annuity Product Information

7. Premium

\$ _____ Single Premium Paid with Application

Payment must be made by check or money order payable only to: PRESIDENTIAL LIFE INSURANCE COMPANY

\$ _____ ESTIMATED PREMIUM

1035 EXCHANGE / OTHER TRANSFER
(paper work submitted/attached.)

8. Tax Qualification Status of Annuity Applied for

- SEP Non-Qualified
 IRA Rollover / Transfer Other _____

9a. Annuity Payout Option (this is an irrevocable election)

- Amount of Payment _____
 Initial Payment Date (Annuity Benefit commencement date)
(mm/dd/yy) ____/____/____

- Payment Mode: Monthly Quarterly
 Semi-Annual Annual

SUBMIT COPY OF ILLUSTRATION. SUBMIT PROOF OF BIRTH DATE IF LIFE CONTINGENCY IS SELECTED.

- Period Certain _____ yrs Without Life With Life
 Installment Refund with Life
 Life Only Income (DO NOT Name Beneficiary.)

9b. Joint Annuitant (if any)

- Joint Annuitant Name _____
 M F
Birth date (mm/dd/yy) ____/____/____
SS# _____

SUBMIT PROOF OF BIRTH DATE.

If Primary Annuitant dies, percent going to Joint Annuitant: _____%
If Joint Annuitant dies, percent going to Primary Annuitant: _____%

10. Acknowledgement of Annuity Purchase

I/We understand the annuity applied for, provides payments to me/us beginning on the annuity benefit commencement date. There is no death benefit should annuitant death occur during the annuity deferral period. Distribution options of any period certain benefits are offered if annuitant's death occurs during the deferral period.

In the case of a life only annuity, payments will be made as per the annuity contract and will cease at the death of the last surviving annuitant if there is more than one annuitant. **If the death of the last surviving annuitant occurs after the contract "free look" period, but before the annuity benefit commencement date, there will be no annuity payments and no premium refund.**

The reason I/We selected a Life Only deferred benefit annuity is:

- Estate Planning Diversification Strategy
 Increased Income Need Other _____

Owner initials _____

Primary Annuitant initials (other than owner) _____

Joint Annuitant (if any) initials _____

11. Acknowledgement of Deferred Benefit Annuity Purchase

Owner must check off the appropriate boxes below and initial.

The reason I/We selected an irrevocable, non-commutable, no cash value Deferred Benefit Annuity with initial payments beginning after twelve months or later is:

- Estate Planning Personal Retirement Annuity
 Deferred Compensation Gift
 Diversification Strategy Qualified Plan Funding
 Other _____

Deferred benefit annuity payments

- Beginning more than twelve months or later
- Beginning prior to the policy owner's age 59 ½,
- Not incorporating a lifetime annuity benefit feature

May be subject to Federal and Other State Income Tax Penalties.

Owner initials _____

Part C - Nominal Owner (Organization If other than Primary Annuitant) information

12. Owner (Organization, not a person) Annuity payments are made to the Owner.

Address _____

City _____ State _____ Zip _____

13. Federal Tax ID

Part D – Annuitant Beneficiary Information

14. Primary Beneficiary(ies) of the Annuitant
(If life only annuity elected, DO NOT COMPLETE, skip to item #16)
Unless otherwise provided, the beneficiaries in a class will share equally
(Add sheet signed by policy owner for additional names)
Full Name(s) Relationship to Annuitant Social Security#

15. Contingent Beneficiary(ies) of the Annuitant
(If life only annuity elected, DO NOT COMPLETE, skip to item #16)
Unless otherwise provided, the beneficiaries in a class will share equally
(Add sheet signed by policy owner for additional names)
Full Name(s) Relationship to Annuitant Social Security#

Part E – Certification

16. Replacement

(a) Does the Applicant or proposed annuitant have any other life insurance policies or annuity contracts *inforce*? Yes No

(b) Is the policy applied for to replace or change any existing life insurance or annuity contract? Yes No (if "yes" attach state replacement form(s) and exchange transfer form(s))

17. Remarks

18. Signature Agreement

(1) It is hereby represented that the above statements are complete and true to the best of my belief and knowledge. They should be part of the contract if one is issued. The applicant, if someone other than the proposed annuitant, agrees to be bound by all statements and answers made by the proposed annuitant on this application. (2) The agent taking this application has no authority to make, modify, alter or discharge any contract applied for. The agent cannot extend credit on behalf of the Company. (3) The Company shall incur no liability under any policy issued as a result of this application unless and until such policy is delivered to the owner and the premium paid while the annuitant is alive. If question #16b is answered "Yes", I confirm receipt of the applicable replacement forms required by law.

This annuity is irrevocable, non-commutable, and has NO CASH VALUE. The owner has neither cash value withdrawal privileges during the annuity deferral period or after the annuity benefit commencement date. This is not an accumulation annuity. There is no accumulation amount. No death benefit is paid during the deferral period. Distribution options of any period certain benefit are available if the annuitant death occurs during the deferral period.

Dated at _____ on _____ 20_____

Signature of Proposed Primary Annuitant

Signature of Proposed Joint Annuitant (if any)

Witness

Signature of Applicant or Owner (if other than proposed annuitant)

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

(For Internal Use Only)

AGENT'S CERTIFICATE

Agent (print name) _____

Agent, do you have any reason to believe that the proposed annuitant intends to drop or change any existing policy on his/her life in favor of the policy applied for? YES NO

I HEREBY CERTIFY that I personally solicited this application. I certify to the best of my knowledge: the Annuitant and Owner signed this Application and I have explained the terms of this policy.

Agent's signature _____ Code # _____ Phone # _____

GA'S CERTIFICATE

GA's Name (print name) _____ *This application was solicited and written by a licensed agent of my agency.*

GA's Signature _____ Code # _____ Phone # _____

SERFF Tracking Number: PRES-126464492 State: Arkansas
Filing Company: Presidential Life Insurance Company State Tracking Number: 44643
Company Tracking Number: SPDBA9(05)
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium
Variable
Product Name: Deferred Benefit Annuity
Project Name/Number: SPDBA(05)/SPDBA(05)

Supporting Document Schedules

Item Status: **Status**
Date:

Satisfied - Item: Flesch Certification

Comments:

Please see the attached Readability Certification.

Thank you.

Attachment:

Readability Certif.pdf

Item Status: **Status**
Date:

Satisfied - Item: Application

Comments:

Application A20305FW is attached under the Form Schedule tab for your review and approval.

Thank you.

Item Status: **Status**
Date:

Satisfied - Item: 30 Day Free Look

Comments:

Please see attached form 30 DAY(A)-100. In replacement situations, the free look period is extended to 30 days. In those situations, amendment form 30 DAY(A)-100 will be attached to the cover page of the contracts. The free look amendment was approved by the Department on 9/17/2007.

Thank you.

Attachment:

30 DAY(A)-100.pdf

Item Status: **Status**
Date:

Satisfied - Item: Statement of Variability

Comments:

Please see the attached Statement of Variability.

READABILITY CERTIFICATION

I, Diana Barbas, an officer of Presidential Life Insurance Company, hereby certify that the policies, forms or applications listed below have a Flesch score of at least 45.0.



Signature

Diana Barbas
Name

First Vice President
Title

June 26, 2009
Date

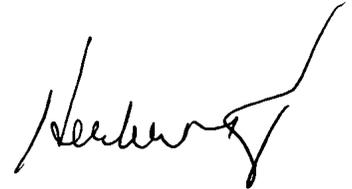
<u>FORM #</u>	<u>FLESCH SCORE</u>
SPDBA(05)	47.64
A20305FW Deferred Benefit	71.42

THIRTY DAY RIGHT TO EXAMINE POLICY

The paragraph titled "Ten Day Right to Examine Policy" on the first page of this policy is hereby amended to read as follows: The owner may cancel this policy by returning it to the Company or its agent within thirty days from the date the policy is delivered to the owner. The policy shall be void from the beginning and the Company will refund any premium paid.



Secretary



Chairman of the Board

PRESIDENTIAL LIFE INSURANCE COMPANY
NYACK, NEW YORK

30 DAY (A)-100

Presidential Life Insurance Company
 Memorandum of Variable Material for Form:
SPDBA(05)

Variability is denoted by Bracketing

Date: July 14, 2008

Location of Field in Form	Bracketed Term	Range/Scope of Variation
Cover Page	Address and phone	The company's address and phone will appear. The current address and phone number appear. If there is any change to these, any necessary filings will be done at that time.
Cover Page	Signatures	The current Secretary Registrar and Chairman of Board's signatures will appear.
Data Page	Benefit	Generally, the bracketed items next to benefit are all hypothetical and will reflect the specifics of the selections of the individual.
Data Page	\$100,000	The premium actually paid will be inserted.
Data Page	\$1886.84	The actual payout amount will appear.
Data Page	month	The frequency of payment elected will appear. The available options are: month, quarter, semi-annual, year.
Data Page	January 1, 2037	The actual beginning date will appear.
Data Page	10 years Period Certain	This field will reflect the payout option selected. The available options are currently: --lifetime of the annuitant --5, 10, 15 or 20 years period certain, with or without the lifetime contingency --joint and survivor life --installment refund --joint and survivor installment refund --joint and survivor with 5,10,15 or 20 years period certain
Data Page	or the lifetime of the Annuitant, if longer	This phrase will appear if applicable to the payout option elected by the owner. If it is not applicable it will not appear.
Data Page	Annuitant	The name of the actual annuitant will appear.
Data Page	Contract Number	The actual contract number will appear.

Location of Field in Form	Bracketed Term	Range/Scope of Variation
Data Page	Annuitant's Age/Sex	The actual annuitants age and sex will appear.
Data Page	Joint Annuitant	If there is a Joint Annuitant, the field will appear and the name of the actual joint annuitant will appear.
Data Page	Issue Date	The actual issue date will appear.
	Joint Annuitant's Age/Sex	If there is a Joint Annuitant, the field will appear and the age and sex of the actual joint annuitant will appear.
Data Page	Single Premium	The same premium as indicated above will appear here.
Data Page	Benefit Commencement Date	The same date as appears above will appear here.