

SERFF Tracking Number: JACK-126860914 State: Arkansas
 Filing Company: Jackson National Life Insurance Company State Tracking Number: 47078
 Company Tracking Number: 7659 ET AL
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: 5% Guaranteed Minimum Withdrawal Benefit With Annual Step-Up
 Project Name/Number: 5% Guaranteed Minimum Withdrawal Benefit With Annual Step-Up/7659 ET AL

Filing at a Glance

Company: Jackson National Life Insurance Company

Product Name: 5% Guaranteed Minimum SERFF Tr Num: JACK-126860914 State: Arkansas

Withdrawal Benefit With Annual Step-Up

TOI: A02.11 Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 47078

Variable and Variable Closed

Sub-TOI: A02.11.002 Flexible Premium Co Tr Num: 7659 ET AL State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Authors: Julie Hughes, Lynda Disposition Date: 10/21/2010

Neese, Lynne Gerding, Lisa Holzer

Date Submitted: 10/18/2010 Disposition Status: Approved-Closed

Implementation Date Requested: 12/06/2010

Implementation Date:

State Filing Description:

General Information

Project Name: 5% Guaranteed Minimum Withdrawal Benefit With Annual Step-Up

Status of Filing in Domicile: Pending

Project Number: 7659 ET AL

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 10/21/2010

Explanation for Other Group Market Type:

State Status Changed: 10/21/2010

Deemer Date:

Created By: Lynne Gerding

Submitted By: Lisa Holzer

Corresponding Filing Tracking Number: 7659 ET AL

Filing Description:

We certify that Jackson complies with A.C.A. Statute 23-79-138 and Regulation 49 by providing the required disclosures at time of contract issue. Submitted for your approval are the above-referenced guaranteed minimum withdrawal benefit endorsements. These endorsements will not replace any existing forms.

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The endorsements allow the Owner to make periodic withdrawals, prior to the income date that equal: 1.) if elected as of the Issue Date of the Contract, the initial Premium plus any Contract Enhancement, or 2.) if elected after the Issue Date of the Contract, the Contract Value on the effective date of the endorsement. On each Contract Quarterly Anniversary or Contract Anniversary following the effective date of the endorsement, the Guaranteed Withdrawal Balance (GWB) will automatically step up to the Contract Value if the Contract Value is greater than the GWB. The guarantee is fully effective if periodic partial withdrawals taken within any one Contract Year do not exceed the greater of the Guaranteed Annual Withdrawal Amount (GAWA) or the Required Minimum Distribution (RMD).

Forms 7659 and 7660 are substantially similar to forms 7528 and 7531, which were approved by your Department on July 30, 2007.

The main changes from the previously approved endorsements are as follows:

1. The GWB includes any applicable contract enhancement, both at the time the benefit is elected and/or at the time of a subsequent premium payment.
2. Step-ups occur on Contract Quarterly Anniversaries prior to the first withdrawal after election.
3. Step-ups occur automatically for the life of the benefit. Previously, the step-ups occurred in the first 12 years and were owner initiated following the 12th anniversary)
4. The Contract Anniversary in which the Company reserves the right to increase the GMWB Charge percentage upon Step-Up is changed from the 12th to the 2nd.
5. The GMWB Charge is not reduced for 5 and 10-year periods of no withdrawals. Previously, the charge was reduced if there were no withdrawals taken in the first five years and the first ten years.
6. Form 7659, the GMWB Charge percentage increased to 0.85% from 0.65% annually (the maximum charge increased to 1.70% from 1.45%).
7. Form 7660, the GMWB Charge percentage increased to 1.00% from 0.085% annually (the maximum charge increased to 2.00% from 1.60%).
8. The GAWA is reset to the GWB (if lower) at the end of each Contract Year rather than after each withdrawal.
9. Payments cease at the death of the Owner after the Contract Value falls to zero. Previously, the scheduled payments were made to the beneficiary.

These endorsements are strictly optional, and there is an additional charge to the contract value for the benefit provided by each. These endorsements may be added to previously issued contracts, as well as new issues. The issue ages are 0 - 80.

These endorsements are designed for use with any individual variable annuity that has been previously approved by your Department and any individual variable annuity form that Jackson National Life Insurance Company may develop and file with your Department in the future.

<i>SERFF Tracking Number:</i>	<i>JACK-126860914</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Jackson National Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47078</i>
<i>Company Tracking Number:</i>	<i>7659 ET AL</i>		
<i>TOI:</i>	<i>A02.II Individual Annuities- Deferred Non- Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.II.002 Flexible Premium</i>
<i>Product Name:</i>	<i>5% Guaranteed Minimum Withdrawal Benefit With Annual Step-Up</i>		
<i>Project Name/Number:</i>	<i>5% Guaranteed Minimum Withdrawal Benefit With Annual Step-Up/7659 ET AL</i>		

A readability certification has not been included with this submission as the Securities and Exchange Commission regulates these endorsements as a security and is not subject to readability requirements. These forms will be issued by Jackson National Life Insurance Company and the variable annuity contract to which it will be attached is marketed to the general public by appropriately licensed registered representatives through broker/dealers and financial institutions.

The forms were filed with Michigan, our State of domicile, on October 18, 2010. To the best of our knowledge and belief the provisions comply with applicable laws and regulations of your jurisdiction. With regard to Regulation 19, Jackson National Life hereby certifies that we do NOT discriminate based on sex in the sale of insurance.

Variables within the forms have been bracketed and generally consist of names, dates and numbers. The forms, when issued, may vary in line breaks due to the removal of brackets, as well as format, paper size, border and Company logo. We will correct any minor typographical error that may be identified after filing. Additionally, a small square bar code may be placed in the far bottom left-hand corner.

The forms may vary somewhat in format, such as the two-sided pages versus one-sided pages. The content of each form will remain exactly as submitted.

I look forward to your favorable review. If I can be of any assistance to you, or if additional information is required, please contact me by telephone at 800/317-7989, by facsimile at 517/706-5522, or by email at pd&sf@jackson.com

Company and Contact

Filing Contact Information

Lisa Holzer, Analyst	pd&sf@jackson.com
1 Corporate Way	800-317-7989 [Phone]
Lansing, MI 48951	517-706-5522 [FAX]

Filing Company Information

Jackson National Life Insurance Company	CoCode: 65056	State of Domicile: Michigan
1 Corporate Way	Group Code: 918	Company Type:
Lansing, MI 48915	Group Name:	State ID Number:
(800) 317-7989 ext. [Phone]	FEIN Number: 38-1659835	

Filing Fees

SERFF Tracking Number: JACK-126860914 State: Arkansas
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Fee Required? Yes
Fee Amount: \$100.00
Retaliatory? No
Fee Explanation: \$50.00 per form - 2 forms
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Jackson National Life Insurance Company	\$100.00	10/18/2010	40860344

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	10/21/2010	10/21/2010

SERFF Tracking Number: JACK-126860914 State: Arkansas
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Disposition

Disposition Date: 10/21/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Form	5% Guaranteed Minimum Withdrawal Benefit With Annual Step-Up		Yes
Form	6% Guaranteed Minimum Withdrawal Benefit With Annual Step-Up		Yes

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Form Schedule

Lead Form Number: 7659

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	7659	Policy/Cont 5% Guaranteed ract/Fratern Minimum Withdrawal al Benefit With Annual Certificate: Step-Up Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	7659 endorsement form 10-14- 10.pdf
	7660	Policy/Cont 6% Guaranteed ract/Fratern Minimum Withdrawal al Benefit With Annual Certificate: Step-Up Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	7660 endorsement form 10-14- 10.pdf

ENDORSEMENT

**[5]% GUARANTEED MINIMUM WITHDRAWAL BENEFIT
WITH ANNUAL STEP-UP**

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date of the Contract, unless another effective date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control.

PLEASE NOTE: THIS ENDORSEMENT CANNOT BE TERMINATED INDEPENDENTLY FROM THE CONTRACT TO WHICH IT IS ATTACHED AND THE OWNER(S) MAY NOT BE CHANGED EXCEPT IN THE FOLLOWING LIMITED CIRCUMSTANCES:

THE OWNER(S) MAY CHANGE OWNERSHIP OF THE CONTRACT FROM A NATURAL PERSON TO A TRUST (IF THE OWNER(S) AND THE ANNUITANT(S) ARE THE SAME PERSON) OR FROM A NON-NATURAL PERSON TO ANOTHER NON-NATURAL PERSON OR TO THE ANNUITANT, PROVIDED THAT THESE TYPES OF OWNERSHIP CHANGES DO NOT CONSTITUTE A TAXABLE EVENT AS DEFINED BY THE INTERNAL REVENUE CODE. THE ANNUITANT(S) THEREAFTER CANNOT BE CHANGED.

AS STATED IN YOUR CONTRACT: THE COMPANY RESERVES THE RIGHT TO REFUSE ANY PREMIUM PAYMENT.

The Contract is amended as follows:

1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Please note that due to Your selection of this Guaranteed Minimum Withdrawal Benefit (GMWB), You cannot make any allocations to the Indexed Fixed Option, if available under Your Contract.

**Guaranteed Minimum Withdrawal
Benefit (GMWB) Charge:**

On a quarterly basis, the charge equals [0.2125]% of the Guaranteed Withdrawal Balance (GWB) and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMWB. Upon step-up on or after the [2nd] Contract Anniversary following the effective date of this endorsement, the Company reserves the right to increase the GMWB Charge percentage, subject to a maximum GMWB Charge percentage, on a quarterly basis, of [0.4250]%.

Guaranteed Minimum Withdrawal Benefit (GMWB) Charge (Continued):

The GMWB Charge will be discontinued upon the earlier of the termination of this GMWB or the date on which the Contract Value equals zero."

2) The following language is added to the **DEFINITIONS** section of the Contract:

"CONTRACT ANNIVERSARY. Each one-year anniversary of the Issue Date.

CONTRACT QUARTER. The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

CONTRACT QUARTERLY ANNIVERSARY. Each three-month anniversary of the Issue Date.

CONTRACT YEAR. The twelve-month period beginning on the Issue Date or any Contract Anniversary.

GUARANTEED ANNUAL WITHDRAWAL AMOUNT (GAWA). The maximum amount the Owner is allowed to withdraw each Contract Year, subject to the exception stated in this endorsement, for the guarantee to remain fully effective.

GUARANTEED WITHDRAWAL BALANCE (GWB). The value upon which the GMWB Charge and other GMWB values are based.

REQUIRED MINIMUM DISTRIBUTION (RMD). For certain qualified contracts, the Required Minimum Distribution is the amount defined by the Internal Revenue Code and the implementing regulations as the minimum distribution requirement that applies to this Contract only. For purposes of this endorsement, this definition excludes any withdrawal necessary to satisfy the minimum distribution requirements of the Internal Revenue Code if the Contract is purchased with contributions from a nontaxable transfer after the death of the owner of a qualified contract."

3) The following language is added to the **WITHDRAWAL PROVISIONS** of the Contract:

"GUARANTEED MINIMUM WITHDRAWAL BENEFIT. The GMWB allows the Owner to make periodic partial withdrawals, prior to the Income Date until the earlier of the Owner's (or any Joint Owner's) death or until the GWB is depleted, regardless of the performance of the Investment Divisions/Portfolios or level of the Contract Value. The guarantee is fully effective if periodic partial withdrawals taken within any one Contract Year do not exceed the greater of the GAWA or the RMD. The GWB will automatically "step up" to the current Contract Value (if greater than the GWB) on each Contract Quarterly Anniversary or Contract Anniversary following the effective date of this endorsement as described in the Guaranteed Withdrawal Balance Step-Up provision. Withdrawals under the GMWB are non-cumulative; therefore, guaranteed withdrawals available but not taken during any given Contract Year cannot be taken as a guaranteed withdrawal in a subsequent Contract Year.

The withdrawals made under this endorsement are considered to be the same as any other partial withdrawals for the purposes of calculating any other values under the Contract or other endorsements attached to the Contract.

For purposes of this endorsement, partial withdrawals are considered to be the entire amount withdrawn from the Contract, including any applicable charges and adjustments for such withdrawals. The total amount received under the guarantee may be less than the GWB at election or step-up due to the application of these charges and adjustments.

A partial withdrawal in excess of the Withdrawal Value (if applicable) will be permitted as long as the total partial withdrawal for the Contract Year does not exceed the greater of the GAWA or the RMD. A partial withdrawal in excess of the Contract Value will be permitted as long as the total partial withdrawal for the Contract Year does not exceed the greater of the GAWA or the RMD. In this case, the Contract Value will be set to zero and the Contract Value Reduces to Zero provision will apply.

If the age at election of the Owner (if Joint Owners, the oldest Joint Owner) falls outside the allowable age range, the GMWB will be null and void and all GMWB Charges will be refunded.

Assessment of GMWB Charge.

The GMWB Charge is as specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed/Guaranteed Account Contract Value. GMWB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMWB Charge will not affect the value of the Accumulation Units. Upon termination of the GMWB, a pro rata GMWB Charge will be deducted from Your Contract Value for the period since the last quarterly GMWB Charge.

Guaranteed Withdrawal Balance.

On the effective date of this endorsement, the GWB is determined as follows and is subject to a maximum of [\$5,000,000.00]:

1. If elected as of the Issue Date of the Contract, the GWB equals the initial Premium, net of any applicable premium taxes, plus any Contract Enhancement.
2. If elected after the Issue Date of the Contract, the GWB equals the Contract Value on the effective date of this endorsement.

With each subsequent Premium received after this endorsement is effective, the GWB will be recalculated to equal the GWB prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, plus any Contract Enhancement resulting from that Premium payment, subject to the maximum shown above.

With each partial withdrawal, the GWB is reduced. If You choose to withdraw an amount that exceeds the greater of the GAWA or the RMD during any Contract Year, the GWB may be reduced by an amount greater than the partial withdrawal.

Partial withdrawals will affect the GWB as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA at the time of the partial withdrawal or the RMD, the GWB is equal to the greater of:
 - a. the GWB prior to the partial withdrawal less the partial withdrawal; or
 - b. zero.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA at the time of the partial withdrawal or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA at the time of the partial withdrawal or the RMD, and the GWB is equal to the greater of:
 - a. the GWB prior to the partial withdrawal, first reduced dollar for dollar for any portion of the partial withdrawal not defined as an excess withdrawal, then reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. zero.

Guaranteed Annual Withdrawal Amount.

On the effective date of this endorsement, the Guaranteed Annual Withdrawal Amount is equal to [5]% of the GWB.

With each subsequent Premium received after the effective date of this endorsement, the GAWA will be recalculated to equal the GAWA prior to the Premium payment plus [5]% of the subsequent Premium payment, net of any applicable premium taxes, plus any Contract Enhancement resulting from that Premium payment, or [5]% of the increase on the GWB, if less.

Partial withdrawals will affect the GAWA as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA at the time of the partial withdrawal or the RMD, the GAWA will be unchanged.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA at the time of the partial withdrawal or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA at the time of the partial withdrawal or the RMD, and the GAWA is equal to the lesser of:
 - a. the GAWA prior to the partial withdrawal, reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. the GWB after the partial withdrawal.

At the end of each Contract Year, if the GWB is less than the GAWA, the GAWA is set equal to the GWB.

Contract Value Reduces to Zero.

If the Contract Value is reduced to zero, all other rights under the Contract cease, no subsequent Premium payments will be accepted, and all other endorsements are terminated without value.

The Owner will receive annual payments of the GAWA until the GWB, if any, is depleted, or until the death of the Owner or the death of any Joint Owner, if earlier. The last payment will not exceed the remaining GWB at the time of payment.

Subject to the Company's approval, the Owner may elect to receive payments more frequently than annually. However, the sum of the payments made during the year may not exceed the annual payment amount described above.

With each payment the GWB is reduced by the amount of the payment until the GWB is depleted.

Upon the death of the Owner or the death of any Joint Owner, all payments will cease. No other death benefit or Earnings Protection Benefit will apply.

Guaranteed Withdrawal Balance Step-Up.

If no withdrawals have been taken following the effective date of this endorsement, on each Contract Quarterly Anniversary the GWB will step up to the Contract Value if the Contract Value is greater than the GWB.

After the first withdrawal following the effective date of this endorsement, the GWB will no longer step up on every Contract Quarterly Anniversary. Instead, on each Contract Anniversary the GWB will step up to the Contract Value if the Contract Value is greater than the GWB. If the first withdrawal is taken on a Contract Quarterly Anniversary that is not a Contract Anniversary, there will be no step-up on that Contract Quarterly Anniversary.

Upon step-up on or after the [2nd] Contract Anniversary following the effective date of this endorsement, the Company reserves the right to prospectively increase the GMWB Charge, subject to the maximum GMWB Charge indicated in this endorsement. You will be notified in advance of a GMWB Charge percentage increase and You may elect to discontinue the automatic step-ups. You may subsequently elect to reinstate the GWB Step-Up provision at the then current GMWB Charge percentage. All requests will be effective on the Contract Anniversary or Contract Quarterly Anniversary following receipt of the request in Good Order. Reinstatement will not result in retroactive adjustment to the GWB for step-ups that would have occurred had the automatic step-up provision not been discontinued, and step-ups are subject to the same withdrawal conditions as stated above.

At the time of step-up:

1. The GWB equals the greater of:
 - a. the Contract Value, subject to a maximum of [\$5,000,000.00], or
 - b. the GWB prior to step-up.
2. The GAWA is the greater of:
 - a. [5]% of the new GWB, or
 - b. the GAWA prior to step-up."

4) The following language is added to the **DEATH BENEFIT PROVISIONS** of the Contract:

"Upon the death of the Owner or the death of any Joint Owner while the Contract is still in force and before the Income Date, the GMWB terminates without value.

Upon continuation of the Contract by a spousal Beneficiary, the GMWB will remain in force and may not be subsequently terminated independently from the Contract to which it is attached. No adjustments will be made to the GWB or the GAWA at the time of such continuation. Step-ups will continue as permitted in accordance with the rules described under the Guaranteed Withdrawal Balance Step-Up provision. Contract Anniversaries and Contract Quarterly Anniversaries will continue to be based on the anniversary of the original Contract's Issue Date."

5) The following language is added to the **INCOME PROVISIONS** of the Contract:

"On the Latest Income Date, in addition to the Income Options available under the Contract, the following Income Option may be elected by the Owner under this endorsement:

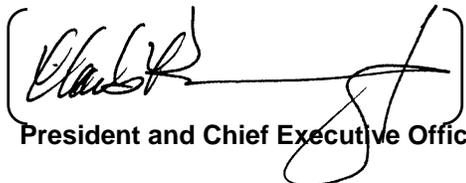
Fixed Payout Income Option. The Owner is entitled to receive payments in a fixed dollar amount for a stated number of years. The actual number of years that payments will be made is determined on the calculation date by dividing the GWB by the GAWA. The total annual amount payable under this option will equal the GAWA, but will not exceed the current GWB. This amount will be paid over the determined number of years in the frequency (not less than annually) that the Owner elects. If, at the death of the Owner, payments have been made for less than the stated number of years, the remaining payments will be made to the Beneficiary. This option may not be available on certain Qualified Plans."

TERMINATION OF THE GMWB. The GMWB will terminate, a pro rata GMWB Charge will be deducted from Your Contract Value for the period since the last quarterly GMWB Charge, and all benefits under this endorsement will cease on the earlier of:

1. the date the Owner elects to receive income payments under the Contract;
2. the Latest Income Date;
3. the date of a full surrender;
4. the date upon which all obligations under the GMWB have been satisfied after the Contract has been terminated; and
5. the date upon which the Contract terminates because the Owner or any Joint Owner dies, unless continued by the spouse.

Endorsement effective date (if different from Issue Date of the Contract): _____

Signed for the
Jackson National Life Insurance Company



President and Chief Executive Officer

ENDORSEMENT

**[6]% GUARANTEED MINIMUM WITHDRAWAL BENEFIT
WITH ANNUAL STEP-UP**

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date of the Contract, unless another effective date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control.

PLEASE NOTE: THIS ENDORSEMENT CANNOT BE TERMINATED INDEPENDENTLY FROM THE CONTRACT TO WHICH IT IS ATTACHED AND THE OWNER(S) MAY NOT BE CHANGED EXCEPT IN THE FOLLOWING LIMITED CIRCUMSTANCES:

THE OWNER(S) MAY CHANGE OWNERSHIP OF THE CONTRACT FROM A NATURAL PERSON TO A TRUST (IF THE OWNER(S) AND THE ANNUITANT(S) ARE THE SAME PERSON) OR FROM A NON-NATURAL PERSON TO ANOTHER NON-NATURAL PERSON OR TO THE ANNUITANT, PROVIDED THAT THESE TYPES OF OWNERSHIP CHANGES DO NOT CONSTITUTE A TAXABLE EVENT AS DEFINED BY THE INTERNAL REVENUE CODE. THE ANNUITANT(S) THEREAFTER CANNOT BE CHANGED.

AS STATED IN YOUR CONTRACT: THE COMPANY RESERVES THE RIGHT TO REFUSE ANY PREMIUM PAYMENT.

The Contract is amended as follows:

1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Please note that due to Your selection of this Guaranteed Minimum Withdrawal Benefit (GMWB), You cannot make any allocations to the Indexed Fixed Option, if available under Your Contract.

**Guaranteed Minimum Withdrawal
Benefit (GMWB) Charge:**

On a quarterly basis, the charge equals [0.2500]% of the Guaranteed Withdrawal Balance (GWB) and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMWB. Upon step-up on or after the [2nd] Contract Anniversary following the effective date of this endorsement, the Company reserves the right to increase the GMWB Charge percentage, subject to a maximum GMWB Charge percentage, on a quarterly basis, of [0.5000]%.

Guaranteed Minimum Withdrawal Benefit (GMWB) Charge (Continued):

The GMWB Charge will be discontinued upon the earlier of the termination of this GMWB or the date on which the Contract Value equals zero."

2) The following language is added to the **DEFINITIONS** section of the Contract:

"CONTRACT ANNIVERSARY. Each one-year anniversary of the Issue Date.

CONTRACT QUARTER. The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

CONTRACT QUARTERLY ANNIVERSARY. Each three-month anniversary of the Issue Date.

CONTRACT YEAR. The twelve-month period beginning on the Issue Date or any Contract Anniversary.

GUARANTEED ANNUAL WITHDRAWAL AMOUNT (GAWA). The maximum amount the Owner is allowed to withdraw each Contract Year, subject to the exception stated in this endorsement, for the guarantee to remain fully effective.

GUARANTEED WITHDRAWAL BALANCE (GWB). The value upon which the GMWB Charge and other GMWB values are based.

REQUIRED MINIMUM DISTRIBUTION (RMD). For certain qualified contracts, the Required Minimum Distribution is the amount defined by the Internal Revenue Code and the implementing regulations as the minimum distribution requirement that applies to this Contract only. For purposes of this endorsement, this definition excludes any withdrawal necessary to satisfy the minimum distribution requirements of the Internal Revenue Code if the Contract is purchased with contributions from a nontaxable transfer after the death of the owner of a qualified contract."

3) The following language is added to the **WITHDRAWAL PROVISIONS** of the Contract:

"GUARANTEED MINIMUM WITHDRAWAL BENEFIT. The GMWB allows the Owner to make periodic partial withdrawals, prior to the Income Date until the earlier of the Owner's (or any Joint Owner's) death or until the GWB is depleted, regardless of the performance of the Investment Divisions/Portfolios or level of the Contract Value. The guarantee is fully effective if periodic partial withdrawals taken within any one Contract Year do not exceed the greater of the GAWA or the RMD. The GWB will automatically "step up" to the current Contract Value (if greater than the GWB) on each Contract Quarterly Anniversary or Contract Anniversary following the effective date of this endorsement as described in the Guaranteed Withdrawal Balance Step-Up provision. Withdrawals under the GMWB are non-cumulative; therefore, guaranteed withdrawals available but not taken during any given Contract Year cannot be taken as a guaranteed withdrawal in a subsequent Contract Year.

The withdrawals made under this endorsement are considered to be the same as any other partial withdrawals for the purposes of calculating any other values under the Contract or other endorsements attached to the Contract.

For purposes of this endorsement, partial withdrawals are considered to be the entire amount withdrawn from the Contract, including any applicable charges and adjustments for such withdrawals. The total amount received under the guarantee may be less than the GWB at election or step-up due to the application of these charges and adjustments.

A partial withdrawal in excess of the Withdrawal Value (if applicable) will be permitted as long as the total partial withdrawal for the Contract Year does not exceed the greater of the GAWA or the RMD. A partial withdrawal in excess of the Contract Value will be permitted as long as the total partial withdrawal for the Contract Year does not exceed the greater of the GAWA or the RMD. In this case, the Contract Value will be set to zero and the Contract Value Reduces to Zero provision will apply.

If the age at election of the Owner (if Joint Owners, the oldest Joint Owner) falls outside the allowable age range, the GMWB will be null and void and all GMWB Charges will be refunded.

Assessment of GMWB Charge.

The GMWB Charge is as specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed/Guaranteed Account Contract Value. GMWB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMWB Charge will not affect the value of the Accumulation Units. Upon termination of the GMWB, a pro rata GMWB Charge will be deducted from Your Contract Value for the period since the last quarterly GMWB Charge.

Guaranteed Withdrawal Balance.

On the effective date of this endorsement, the GWB is determined as follows and is subject to a maximum of [\$5,000,000.00]:

1. If elected as of the Issue Date of the Contract, the GWB equals the initial Premium, net of any applicable premium taxes, plus any Contract Enhancement.
2. If elected after the Issue Date of the Contract, the GWB equals the Contract Value on the effective date of this endorsement.

With each subsequent Premium received after this endorsement is effective, the GWB will be recalculated to equal the GWB prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, plus any Contract Enhancement resulting from that Premium payment, subject to the maximum shown above.

With each partial withdrawal, the GWB is reduced. If You choose to withdraw an amount that exceeds the greater of the GAWA or the RMD during any Contract Year, the GWB may be reduced by an amount greater than the partial withdrawal.

Partial withdrawals will affect the GWB as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA at the time of the partial withdrawal or the RMD, the GWB is equal to the greater of:
 - a. the GWB prior to the partial withdrawal less the partial withdrawal; or
 - b. zero.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA at the time of the partial withdrawal or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA at the time of the partial withdrawal or the RMD, and the GWB is equal to the greater of:
 - a. the GWB prior to the partial withdrawal, first reduced dollar for dollar for any portion of the partial withdrawal not defined as an excess withdrawal, then reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. zero.

Guaranteed Annual Withdrawal Amount.

On the effective date of this endorsement, the Guaranteed Annual Withdrawal Amount is equal to [6]% of the GWB.

With each subsequent Premium received after the effective date of this endorsement, the GAWA will be recalculated to equal the GAWA prior to the Premium payment plus [6]% of the subsequent Premium payment, net of any applicable premium taxes, plus any Contract Enhancement resulting from that Premium payment, or [6]% of the increase on the GWB, if less.

Partial withdrawals will affect the GAWA as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA at the time of the partial withdrawal or the RMD, the GAWA will be unchanged.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA at the time of the partial withdrawal or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA at the time of the partial withdrawal or the RMD, and the GAWA is equal to the lesser of:
 - a. the GAWA prior to the partial withdrawal, reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. the GWB after the partial withdrawal.

At the end of each Contract Year, if the GWB is less than the GAWA, the GAWA is set equal to the GWB.

Contract Value Reduces to Zero.

If the Contract Value is reduced to zero, all other rights under the Contract cease, no subsequent Premium payments will be accepted, and all other endorsements are terminated without value.

The Owner will receive annual payments of the GAWA until the GWB, if any, is depleted, or until the death of the Owner or the death of any Joint Owner, if earlier. The last payment will not exceed the remaining GWB at the time of payment.

Subject to the Company's approval, the Owner may elect to receive payments more frequently than annually. However, the sum of the payments made during the year may not exceed the annual payment amount described above.

With each payment the GWB is reduced by the amount of the payment until the GWB is depleted.

Upon the death of the Owner or the death of any Joint Owner, all payments will cease. No other death benefit or Earnings Protection Benefit will apply.

Guaranteed Withdrawal Balance Step-Up.

If no withdrawals have been taken following the effective date of this endorsement, on each Contract Quarterly Anniversary the GWB will step up to the Contract Value if the Contract Value is greater than the GWB.

After the first withdrawal following the effective date of this endorsement, the GWB will no longer step up on every Contract Quarterly Anniversary. Instead, on each Contract Anniversary the GWB will step up to the Contract Value if the Contract Value is greater than the GWB. If the first withdrawal is taken on a Contract Quarterly Anniversary that is not a Contract Anniversary, there will be no step-up on that Contract Quarterly Anniversary.

Upon step-up on or after the [2nd] Contract Anniversary following the effective date of this endorsement, the Company reserves the right to prospectively increase the GMWB Charge, subject to the maximum GMWB Charge indicated in this endorsement. You will be notified in advance of a GMWB Charge percentage increase and You may elect to discontinue the automatic step-ups. You may subsequently elect to reinstate the GWB Step-Up provision at the then current GMWB Charge percentage. All requests will be effective on the Contract Anniversary or Contract Quarterly Anniversary following receipt of the request in Good Order. Reinstatement will not result in retroactive adjustment to the GWB for step-ups that would have occurred had the automatic step-up provision not been discontinued, and step-ups are subject to the same withdrawal conditions as stated above.

At the time of step-up:

1. The GWB equals the greater of:
 - a. the Contract Value, subject to a maximum of [\$5,000,000.00], or
 - b. the GWB prior to step-up.
2. The GAWA is the greater of:
 - a. [6]% of the new GWB, or
 - b. the GAWA prior to step-up."

4) The following language is added to the **DEATH BENEFIT PROVISIONS** of the Contract:

"Upon the death of the Owner or the death of any Joint Owner while the Contract is still in force and before the Income Date, the GMWB terminates without value.

Upon continuation of the Contract by a spousal Beneficiary, the GMWB will remain in force and may not be subsequently terminated independently from the Contract to which it is attached. No adjustments will be made to the GWB or the GAWA at the time of such continuation. Step-ups will continue as permitted in accordance with the rules described under the Guaranteed Withdrawal Balance Step-Up provision. Contract Anniversaries and Contract Quarterly Anniversaries will continue to be based on the anniversary of the original Contract's Issue Date."

5) The following language is added to the **INCOME PROVISIONS** of the Contract:

"On the Latest Income Date, in addition to the Income Options available under the Contract, the following Income Option may be elected by the Owner under this endorsement:

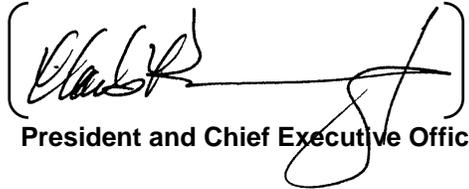
Fixed Payout Income Option. The Owner is entitled to receive payments in a fixed dollar amount for a stated number of years. The actual number of years that payments will be made is determined on the calculation date by dividing the GWB by the GAWA. The total annual amount payable under this option will equal the GAWA, but will not exceed the current GWB. This amount will be paid over the determined number of years in the frequency (not less than annually) that the Owner elects. If, at the death of the Owner, payments have been made for less than the stated number of years, the remaining payments will be made to the Beneficiary. This option may not be available on certain Qualified Plans."

TERMINATION OF THE GMWB. The GMWB will terminate, a pro rata GMWB Charge will be deducted from Your Contract Value for the period since the last quarterly GMWB Charge, and all benefits under this endorsement will cease on the earlier of:

1. the date the Owner elects to receive income payments under the Contract;
2. the Latest Income Date;
3. the date of a full surrender;
4. the date upon which all obligations under the GMWB have been satisfied after the Contract has been terminated; and
5. the date upon which the Contract terminates because the Owner or any Joint Owner dies, unless continued by the spouse.

Endorsement effective date (if different from Issue Date of the Contract): _____

Signed for the
Jackson National Life Insurance Company



President and Chief Executive Officer

SERFF Tracking Number: JACK-126860914 State: Arkansas
Filing Company: Jackson National Life Insurance Company State Tracking Number: 47078
Company Tracking Number: 7659 ET AL
TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
Variable and Variable
Product Name: 5% Guaranteed Minimum Withdrawal Benefit With Annual Step-Up
Project Name/Number: 5% Guaranteed Minimum Withdrawal Benefit With Annual Step-Up/7659 ET AL

Supporting Document Schedules

Item Status:

Status

Date:

Satisfied - Item: Statement of Variability

Comments:

Attachments:

7659 Statement of Variability.pdf

7660 Statement of Variability.pdf

**JACKSON NATIONAL LIFE INSURANCE COMPANY
STATEMENT OF VARIABILITY
Endorsement: 7659**

Revised 10/18/10

Page(s)	Bracketed (Variable)	Range of Variables		
Page 1	Title of Benefit: [5%] Guaranteed Minimum Withdrawal Benefit With Annual Step-Up Endorsement	3% - 8% The percentage used in the title of the endorsement has been shown as bracketed so that we will be able to raise or lower the percentage on newly issued endorsements. The percentage used in the title will be the same percentage defined in the GAWA.		
Page 1	Guaranteed Minimum Withdrawal Benefit (GMWB) Quarterly Charge: [0.2125]% Guaranteed Minimum Withdrawal Benefit (GMWB) Maximum Quarterly Charge: [0.4250]%	<u>Charge:</u>	<u>Anticipated at Launch:</u>	<u>Variable Range Min -Max:</u>
		At election: Maximum Upon Step-Up:	0.2125% 0.4250%	0.0250% - 0.5000% 0.0250% - 1.000%
		This charge has been shown as bracketed in the endorsement so that the Company will be able to raise or lower the charge on newly issued endorsements depending on cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.		
Page 1 Page 5	Step-Up Contract Anniversary: [2nd]	2nd – 16th The number of years after which step-ups may increase the GMWB Charge percentage has been shown as bracketed in the endorsement so that the Company will be able to raise or lower the number of years on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.		
Page 3 Page 5	Guaranteed Withdrawal Balance maximum: [\$5,000,000]	\$1,000,000 - \$10,000,000 The maximum for the GWB has been shown as bracketed in the endorsement so that we will be able to raise or lower the maximum on newly issued endorsements depending on cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). The maximum GWB for this benefit will be determined by the Company from time to time and will be administered on a nondiscriminatory basis.		

<p>Page 4 Page 5</p>	<p>Guaranteed Annual Withdrawal Amount Percentage: [5]%</p>	<p>3% - 8%</p> <p>The GAWA percentage has been shown as bracketed in the endorsement so that we will be able to raise or lower the percentage on newly issued endorsements depending on cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>
<p>Page 6</p>	<p>Signature of Jackson National Life Insurance Company's President</p>	<p>As the identity of this individual could change over time, it is appropriate to bracket it as variable. The identity of the officer has no material effect on the risk assumed by Jackson National Life Insurance Company or the owner of the contract.</p>

**JACKSON NATIONAL LIFE INSURANCE COMPANY
STATEMENT OF VARIABILITY
Endorsement: 7660**

Revised 10/18/10

Page(s)	Bracketed (Variable)	Range of Variables		
Page 1	Title of Benefit: [6%] Guaranteed Minimum Withdrawal Benefit With Annual Step-Up Endorsement	3% - 8% The percentage used in the title of the endorsement has been shown as bracketed so that we will be able to raise or lower the percentage on newly issued endorsements. The percentage used in the title will be the same percentage defined in the GAWA.		
Page 1	Guaranteed Minimum Withdrawal Benefit (GMWB) Quarterly Charge: [0.2500]% Guaranteed Minimum Withdrawal Benefit (GMWB) Maximum Quarterly Charge: [0.5000]%	<u>Charge:</u>	<u>Anticipated at Launch:</u>	<u>Variable Range Min -Max:</u>
		At election: Maximum Upon Step-Up:	0.2500% 0.5000%	0.0250% - 0.5000% 0.0250% - 1.000%
		This charge has been shown as bracketed in the endorsement so that the Company will be able to raise or lower the charge on newly issued endorsements depending on cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.		
Page 1 Page 5	Step-Up Contract Anniversary: [2nd]	2nd – 16th The number of years after which step-ups may increase the GMWB Charge percentage has been shown as bracketed in the endorsement so that the Company will be able to raise or lower the number of years on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.		
Page 3 Page 5	Guaranteed Withdrawal Balance maximum: [\$5,000,000]	\$1,000,000 - \$10,000,000 The maximum for the GWB has been shown as bracketed in the endorsement so that we will be able to raise or lower the maximum on newly issued endorsements depending on cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). The maximum GWB for this benefit will be determined by the Company from time to time and will be administered on a nondiscriminatory basis.		

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