

<i>SERFF Tracking Number:</i>	<i>AOIC-126898359</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Auto-Owners Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47288</i>
<i>Company Tracking Number:</i>	<i>AR-ANN-500501-11/10</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Annuity - Items 500 and 501</i>		
<i>Project Name/Number:</i>	<i>500/501 Annuity/AR-ANN-500501-11/10</i>		

Filing at a Glance

Company: Auto-Owners Life Insurance Company

Product Name: Annuity - Items 500 and 501	SERFF Tr Num: AOIC-126898359	State: Arkansas
TOI: A02I Individual Annuities- Deferred Non-Variable	SERFF Status: Closed-Approved-Closed	State Tr Num: 47288
Sub-TOI: A02I.002 Flexible Premium	Co Tr Num: AR-ANN-500501-11/10	State Status: Approved-Closed
Filing Type: Form		Reviewer(s): Linda Bird
	Authors: Mindy Russell, Christie Janell, Kristin Davis	Disposition Date: 11/16/2010
	Date Submitted: 11/10/2010	Disposition Status: Approved-Closed
Implementation Date Requested: On Approval		Implementation Date:

State Filing Description:

General Information

Project Name: 500/501 Annuity	Status of Filing in Domicile: Authorized
Project Number: AR-ANN-500501-11/10	Date Approved in Domicile: 10/22/2010
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: 11/16/2010	Explanation for Other Group Market Type:
	State Status Changed: 11/16/2010
Deemer Date:	Created By: Christie Janell
Submitted By: Christie Janell	Corresponding Filing Tracking Number:
Filing Description:	
Auto-Owners Life Insurance Company is introducing two new Individual Deferred Annuity Products, Items 500 and 501, with Minimum Guaranteed Interest Rates (MGIR) less than 3.00%. The MGIR for both products will be based on the 5-year Constant Maturity Treasury rates and will remain in effect for the life of the contract.	

The Item 500 product (Form #61767 (7-10) et al.) allows an interest rate to be credited to the entire cash value. This "portfolio" rate is declared by Auto-Owners and is based on the average yield received from investments used to fund this product. This declared rate is subject to change at any time. Cash surrender charges begin at 10% for the first

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policy year, decrease to 8% for the second policy year and decrease 1% each year thereafter until no further surrender charges apply.

The Item 501 product (Form #61768 (7-10) et al.) allows for each cash value addition to grow at the current interest rate credited for the duration of the Renewable Accumulation Period (RAP). A new declared interest rate may be credited to the entire policy cash value at the beginning of each new RAP. For issue ages 60 and below: a 10% surrender charge applies until age 61 and then decreases 1% each year, beginning at 8%, until no further surrender charges apply. For issue ages 61 and above: a surrender charge of 10% applies to the first policy year, decreases to 8% for the second policy year and decreases 1% each year thereafter until no further surrender charges apply.

This filing consists of the following forms listed below:

Form #61767 (7-10) et al. – Flexible Premium Deferred Annuity, Item 500
Form #61768 (7-10) et al. – Flexible Premium Deferred Annuity, Item 501
Form #61755 (5-10) – Application
Form #61769 (7-10) – Back Jacket used for Items 500 and 501
Form #10223-TSA (3-98) – Qualified Retirement Plan Endorsement – this endorsement is attached to any tax sheltered annuity
Form #10439 (10-87) – Qualified Retirement Plan Endorsement – this endorsement is attached to any money purchase or profit sharing plan
Form #10695 (4-93) – Non-Qualified Endorsement – this endorsement is attached to every non-qualified annuity
Form #61054 (4-10) – Roth Individual Retirement Annuity Endorsement – this endorsement is attached to every Roth annuity
Form #61055 (4-10) – Traditional Individual Retirement Annuity Endorsement – this endorsement is attached to every Traditional IRA or SEP annuity
Form #61056 (4-03) – SIMPLE Individual Retirement Annuity Endorsement – this endorsement is attached to every SIMPLE annuity

Issue Ages 0 – 85

All funds are held in our general account.

These products will be marketed with an illustration.

Along with the policy, the applications and endorsements meet the minimum readability requirements for the state.

Company and Contact

Filing Contact Information

Kristin Davis,

davis.kristin@aoins.com

SERFF Tracking Number: AOIC-126898359 State: Arkansas
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 Project Name/Number: 500/501 Annuity/AR-ANN-500501-11/10

544 Cherbourg Dr 517-323-1201 [Phone] 4819 [Ext]
 Ste 200 517-391-1906 [FAX]
 Lansing, MI 48917-5009

Filing Company Information

Auto-Owners Life Insurance Company CoCode: 61190 State of Domicile: Michigan
 P.O. Box 30325 Group Code: 280 Company Type: LAH
 Lansing, MI 48917 Group Name: Auto-Owners Ins State ID Number:
 Group
 (800) 346-0346 ext. [Phone] FEIN Number: 38-1814333

Filing Fees

Fee Required? Yes
 Fee Amount: \$700.00
 Retaliatory? No
 Fee Explanation: 61767 (7-10) (Policy Front Jacket) \$50.00
 61770 (7-10) (Policy Data Page) \$50.00
 61764 (7-10) (Policy Pages) \$50.00
 61768 (7-10) (Policy Front Jacket) \$50.00
 61771 (7-10) (Policy Data Page) \$50.00
 61765 (7-10) (Policy Pages) \$50.00
 61755 (5-10) (Application) \$50.00
 61769 (7-10) (Policy Back Jacket) \$50.00
 10695 (4-93) (Endorsement) \$50.00
 10223-TSA (3-98) (Endorsement) \$50.00
 10439 (10-87) (Endorsement) \$50.00
 61056 (4-03) (Endorsement) \$50.00
 61055 (4-10) (Endorsement) \$50.00
 61054 (4-10) (Endorsement) \$50.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Auto-Owners Life Insurance Company	\$700.00	11/10/2010	41756987

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	11/16/2010	11/16/2010

SERFF Tracking Number: AOIC-126898359 *State:* Arkansas
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Disposition

Disposition Date: 11/16/2010

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	Yes	Yes
Supporting Document	Application	Yes	Yes
Supporting Document	Life & Annuity - Actuarial Memo	No	No
Supporting Document	Statement of Variability, Item 501	Yes	Yes
Supporting Document	Statement of Variability, Item 500	Yes	Yes
Form	Policy Front Jacket, Item 500	Yes	Yes
Form	Data Page, Item 500	Yes	Yes
Form	Policy Pages, Item 500	Yes	Yes
Form	Policy Front Jacket, Item 501	Yes	Yes
Form	Data Page, Item 501	Yes	Yes
Form	Policy Pages, Item 501	Yes	Yes
Form	Application	Yes	Yes
Form	Policy Back Jacket, Items 500 & 501	Yes	Yes
Form	Non-Qualified Annuity Endorsement	Yes	Yes
Form	Qualified Retirement Plan Endorsement	Yes	Yes
Form	Qualified Retirement Plan Endorsement	Yes	Yes
Form	SIMPLE Individual Retirement Annuity Endorsement	Yes	Yes
Form	Traditional Individual Retirement Annuity Endorsement	Yes	Yes
Form	Roth Individual Retirement Annuity Endorsement	Yes	Yes

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Form Schedule

Lead Form Number: 61767 (7-10)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	61767 (7-10)	Policy Jacket	Policy Front Jacket, Item 500	Initial		59.330	61767 (7-10).pdf
	61770 (7-10)	Data/Declaration Pages	Data Page, Item 500	Initial		0.000	61770 (7-10).pdf
	61764 (7-10)	Policy/Contract	Policy Pages, Item 500	Initial		52.960	61764 (7-10).PDF
	61768 (7-10)	Policy Jacket	Policy Front Jacket, Item 501	Initial		59.330	61768 (7-10).pdf
	61771 (7-10)	Data/Declaration Pages	Data Page, Item 501	Initial		0.000	61771 (7-10).pdf
	61765 (7-10)	Policy/Contract	Policy Pages, Item 501	Initial		50.100	61765 (7-10).PDF
	61755 (5-10)	Application/Enrollment Form	Application	Initial		0.000	61755 (5-10) John Doe.pdf
	61769 (7-10)	Policy Jacket	Policy Back Jacket, Items 500 & 501	Initial		0.000	61769 (7-10).PDF
	10695 (4-93)	Policy/Contract	Non-Qualified Annuity Endorsement	Initial		0.000	10695 (4-93).PDF
			al Certificate: Amendment, Insert Page, Endorsement or Rider				

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10223-TSA (3-98)	Policy/Cont Qualified Retirement Initial ract/Fratern Plan Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	0.000	10223-TSA (3-98).PDF
10439 (10-87)	Policy/Cont Qualified Retirement Initial ract/Fratern Plan Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	0.000	10439 (10-87).PDF
61056 (4-03)	Policy/Cont SIMPLE Individual Initial ract/Fratern Retirement Annuity al Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	0.000	61056 (4-03).pdf
61055 (4-10)	Policy/Cont Traditional Individual Initial ract/Fratern Retirement Annuity al Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	0.000	61055 (4-10).pdf
61054 (4-	Policy/Cont Roth Individual Initial	0.000	61054 (4-

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10).pdf

Certificate:
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Endorseme
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Annuitant: [JOHN DOE]
Number: [123-456789-0]
Plan: DEFERRED ANNUITY
Type: NO DIVIDENDS

Our Promise

We promise to pay the annuity benefit starting at the maturity date, shown on page 3, if the Annuitant is alive and this policy is in force. If the Annuitant dies before the maturity date, We will pay the surrender value to the beneficiary. We also promise to provide the other rights and benefits of this policy. We make these promises subject to the provisions of this contract.

Legal Contract

PLEASE READ YOUR POLICY CAREFULLY. It is a legal contract between You and Us. We issue this policy in return for Your application and payment of premiums. A guide to this policy's contents is on page 2. If there is ever a question about this policy, please contact Your Auto-Owners agent or Our Home Office at (517) 323-1200.

Right to Cancel

If for any reason You decide not to keep this policy, You may cancel it within 30 days after receiving it. You may return this policy to Us or the agent who sold it to You. If returned, this policy will be considered void from the start and We will refund any premium paid within 10 days of its return.

Signed for Auto-Owners Life Insurance Company at Lansing, Michigan on the policy date.

[*John Secretary*]
Secretary

[*Joe President*]
President

**FLEXIBLE PREMIUM DEFERRED ANNUITY
MONTHLY INCOME AT MATURITY DATE
NON-PARTICIPATING
WAIVER OF SURRENDER CHARGE PROVISIONS**

Auto-Owners Life Insurance Company

LANSING, MICHIGAN 48909-8160

IN THIS POLICY:

YOU and **YOUR** mean the owner of this policy.

WE, OUR and **US** mean Auto-Owners Life Insurance Company at its Home Office.

The **ANNUITANT** means the person named as the annuitant in this policy. The annuitant may or may not be the owner.

AGE means age at last birthday on the policy anniversary.

POLICY YEARS, ANNIVERSARIES and **PREMIUM DUE DATES** are determined from the policy date shown on page 3.

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As part of this policy, You will find a copy of the application.

Auto-Owners Life Insurance Company

(Herein Called the Company)
Lansing, Michigan 48909-8160

POLICY DATA

ANNUITANT:	[JOHN DOE]	POLICY NUMBER:	[123-456789-0]
POLICYOWNER:	[JOHN DOE]	POLICY DATE:	[JULY 1, 2010]
GENDER:	[MALE]	ISSUE AGE:	[30]
PLAN:	DEFERRED ANNUITY	RETIREMENT DATE:	[MARCH 1, 2045]
TYPE:	NO DIVIDENDS	MATURITY DATE:	[MARCH 1, 2045]

[DEFERRED ANNUITY]

INITIAL PREMIUM PAYMENT [\$4,000.00]

[PLANNED ANNUAL PREMIUM \$2,000.00]

GUARANTEED MINIMUM INTEREST RATE IS [2.00%]

ANNUITY BENEFITS

We will pay the Annuitant, if living, a monthly income starting on the maturity date shown on the Policy Data page.

MATURITY DATE

The maturity date is the Annuitant's 95th birthday.

AMOUNT OF ANNUITY BENEFIT

The monthly income is determined by applying the surrender value at the maturity date under a payment option You choose. Unless You request otherwise, We will use the surrender value to purchase a life income with payments guaranteed for four years.

While the Annuitant is alive, You may choose another form of payment at any time up to 30 days prior to the maturity date. You may choose any of the payment options (see **Payment Options** section) or have the surrender value paid in cash.

RETIREMENT DATE

The retirement date is shown on the Policy Data page. You can change the retirement date at any time as long as:

- the Annuitant is alive when You request the change; *and*
- You request the change in writing before the current retirement date; *and*
- the retirement date requested is no earlier than the Annuitant's 60th birthday or the fifth policy anniversary, whichever is later.

PREMIUMS

The first premium for this policy is due with the application. Additional premium payments of at least \$50 may be sent to Our Home Office. We reserve the right to refuse additional payments to the contract at any time.

PAYMENT AT DEATH

Payment at death is the amount payable to the beneficiary if the Annuitant dies prior to the maturity date.

PAYMENT AMOUNT

The payment amount will be the surrender value on the date proceeds are paid to the beneficiary. This amount will be paid in a lump sum, unless a payment option is requested.

FILING A DEATH CLAIM

To claim payment at death, file a claim form with Us and give Us proof of death, such as a death certificate. Your agent will be pleased to help in the claim process.

BENEFICIARY

The beneficiary is named on the attached application unless later changed. The beneficiary will receive the death benefit, unless You provide otherwise.

A revocable beneficiary has no rights in the policy until the death of the Annuitant. The interests of any beneficiary who dies before the earlier of the date We receive proof of the Annuitant's death or the 15th day after the Annuitant's death will pass to the owner or the owner's estate.

CHANGING THE BENEFICIARY

You may change the beneficiary at any time if:

- You request the change in writing; *and*
- We approve the change at Our Home Office.

Once approved, the change takes effect on the date You signed the request. A change will not affect any payment We make before receiving Your notice at Our Home Office.

PAYMENT OPTIONS

Unless a payment option is chosen, We will pay any proceeds from death or surrender in a lump sum. Instead of a lump sum, proceeds of \$2,000 or more may be paid under any one or more payment options which

will be available to You. We will issue a separate contract for making these payments. We may credit Your contract with interest in excess of the 1% guaranteed rate.

OPTIONS

Option 1: Proceeds Left to Earn Interest

The proceeds may be left with Us for up to 30 years. We will credit the proceeds with at least 1% interest per year. We will make annual, semi-annual, quarterly or monthly payments if they are requested. The proceeds and any unpaid interest may be withdrawn at any time.

Option 2: Payment of Specified Amount

We will make equal periodic payments in any amount and frequency which You choose and We approve. We will determine the number of payments and the amount of the final payment. The total amount paid each year must be at least 5% of the amount remaining under the option. We will credit this remaining amount with at least 1% interest per year.

Option 3: Payment for a Number of Years

We will make periodic payments for a chosen length of time, not to exceed 30 years. The frequency of payments may be chosen by You and We must approve. If the payee dies before all payments are made, payments will continue to his or her beneficiary or estate.

The table below shows selected amounts payable for each \$1,000 due. If You wish, We will supply amounts for years and frequencies not shown here. These amounts are based on 1% interest compounded annually.

Option 3 Table

Number of Years	Monthly Payments Per \$1,000 of Proceeds
5	\$17.09
10	8.76
15	5.98
20	4.60
25	3.77
30	3.21

Option 4: Payment of Life Income

We will make equal periodic payments for the full lifetime of the payee and We guarantee payments for a minimum length of time which You choose and We approve. If the payee dies during the guaranteed period, payments will be continued to his or her beneficiary to the end of that period.

The monthly payment amount for each \$1,000 due is

shown in the table below for certain Ages. Amounts are based on the payee's gender and Age on his or her last birthday on the due date of Our first payment. Payments in the following table are computed using the A-2000 Mortality Table at 1% interest. If You wish, We will supply amounts for Ages and years not shown here.

Option 4 Table

Monthly Payments for Life per \$1,000 of Proceeds

Attained Age	Payments Guaranteed for 10 Years	Payments Guaranteed for 20 Years
Male		
45	\$2.67	\$2.63
50	2.97	2.90
55	3.35	3.21
60	3.83	3.56
65	4.45	3.91
70	5.22	4.22
75	6.10	4.43
80	7.01	4.55

Monthly Payments for Life per \$1,000 of Proceeds

Attained Age	Payments Guaranteed for 10 Years	Payments Guaranteed for 20 Years
Female		
45	\$2.48	\$2.46
50	2.74	2.71
55	3.07	3.00
60	3.50	3.35
65	4.05	3.73
70	4.77	4.10
75	5.69	4.38
80	6.72	4.53

Option 5: Special Arrangement

The proceeds may be paid in any other form We agree to, including a form naming contingent payees. You may arrange to select an option based on Our current Immediate Annuity rates if these are more favorable for You.

CHOOSING AN OPTION

You may choose to have all or part of the proceeds in any one of the optional forms. You should make the election in writing while the Annuitant is alive. If an option has not been chosen when the Annuitant dies, the beneficiary may choose one.

PAYMENT OF PROCEEDS

Payments are subject to these conditions:

- Each payment must be at least \$50.
- Payments are made only at the following intervals:
 - once a month; *or*
 - once every 3 months; *or*
 - once every 6 months; *or*
 - once a year.
- A payee may not assign or borrow against the proceeds.
- A payee's creditors may not claim any of the proceeds or interest, unless allowed by law.

Satisfactory proof of the payee's Age may be required before payment is made. If payment under an option depends on a person's survival, We may ask for satisfactory proof that the person is living when payment is due.

At any time under Option 2 or 3, the payee may choose to receive, in one lump sum, the present value of the rest of the payments due him or her.

At death of the payee, the present value of the rest of the payments will be paid in one lump sum to the payee's estate, unless We have been directed otherwise.

SURRENDER

While the Annuitant is alive, You may request cash payment of some or all of this policy's surrender value. This is done by giving Us written notice and returning this policy to Us. We have the right to delay paying a cash surrender for up to six months if We make a written request to and receive approval from the insurance commissioner.

CASH VALUE

To determine the cash value of this policy,

We add:

- all premiums paid, less any service charges applicable to those premium payments; *and*
- interest credited to the contract at the guaranteed minimum interest rate; *and*
- any excess interest credited to the contract.

Then We subtract:

- any state premium taxes paid on the premiums; *and*
- any cash surrenders We have previously made.

SURRENDER VALUE

The surrender value of the policy is equal to the cash value less any applicable surrender charge.

SURRENDER CHARGES

A surrender charge equal to a percentage of the cash value will be deducted during the first ten years this policy is in force. The following table shows the surrender charge during each policy year:

Policy Year	Surrender Charge	Policy Year	Surrender Charge
1	10%	6	5%
2	9	7	4
3	8	8	3
4	7	9	2
5	6	10	1

No surrender charge will be deducted:

- on up to 10% of the cash value surrendered each year, calculated as of the policy's anniversary date; *or*
- when proceeds are paid because of the death of the Annuitant (see **Payment at Death** section); *or*
- under specified conditions while the Annuitant is confined to a nursing care facility (see **Waiver of Surrender Charges While Confined to a Nursing Care Facility** for conditions); *or*
- after the third policy year in the event the Annuitant is afflicted by a critical illness (see **Critical Illness Waiver of Surrender Charges** for critical illness definition).

In addition, no surrender charge will be deducted after the fifth policy year if:

- proceeds are applied under a life income payment option; *or*
- proceeds are withdrawn on or after the Annuitant's retirement date.

This is not a Long Term Care policy. Withdrawals are subject to IRS rules and regulations. You should consult with a financial advisor before withdrawing funds from this policy.

WAIVER OF SURRENDER CHARGES WHILE CONFINED TO A NURSING CARE FACILITY

Waiver does not apply with respect to the Nursing Home Benefit until after one year.

This policy provision waives surrender charges otherwise applicable in the event the Annuitant is confined to a nursing care facility. The following conditions must be met:

- The Annuitant must be confined to a qualified nursing care facility for at least 60 days in a 70-day period. Confinement must begin at least one calendar year after the issue date of this deferred annuity policy.
- Confinement in a qualified nursing care facility must be medically necessary and prescribed by a licensed physician.
- Written proof of confinement and verification the confinement was prescribed by a licensed physician must accompany the withdrawal request.
- This waiver is valid during confinement and up to 90 days following discharge from the qualified nursing care facility.

Qualified nursing care facilities are long term care centers that are licensed, or if the state does not require licensing, operate according to the laws of the Annuitant's resident state. In the event of dual residency, Auto-Owners will follow the laws for the state in which the qualified nursing care facility is located.

CRITICAL ILLNESS WAIVER OF SURRENDER CHARGES

Beginning 36 months from the policy effective date, this policy provision waives the surrender charges, otherwise applicable, in the event the Annuitant is afflicted by a critical illness.

A critical illness is: coronary artery disease requiring heart surgery; stroke resulting in moderate to severe residual neurological impairment; kidney failure requiring transplant or dialysis treatment; cancer (other than basal cell skin cancer); major organ transplants; Multiple Sclerosis; Parkinson's disease; acquired brain injury (coma for a minimum of 30 days); severe burns (third degree burns over at least 25% of the body); Alzheimer's disease; Acquired Immune Deficiency Syndrome (AIDS) and Amyotrophic Lateral Sclerosis (Lou Gehrig's disease). Written proof from the attending physician verifying the critical illness affliction must accompany the withdrawal request.

PARTIAL SURRENDER

You may receive a portion of the surrender value at any time, provided that the partial surrender is not less than \$500 and the surrender value remaining after the partial surrender is at least \$500. This is done by giving Us written notice.

OWNERSHIP

THE OWNER

The Annuitant owns this policy unless someone else is named as owner on the application. Your rights as owner end at the Annuitant's death.

If the Annuitant is under Age 18 on the policy date, the applicant owns this policy. Ownership will automatically pass to the Annuitant on his or her 21st birthday, unless the applicant has asked that the ownership period be extended.

CHANGING THE OWNER

You may change the owner if:

- You request the change in writing; *and*
- We approve the change at Our Home Office.

ASSIGNMENT

You may assign this contract. We are not bound by an assignment unless it is received in written form at Our Home Office. We are not responsible for the validity of any assignment. A collateral assignment will not change the owner and the rights of assignees come before those of beneficiaries. Your rights to the proceeds are subject to those of any collateral assignee.

GENERAL PROVISIONS

THE CONTRACT

This policy is a legal contract. The entire contract consists of this policy, any attached riders or endorsements, and the attached application.

We assume that any statements made on the application are representations and not warranties. No statement, unless made on the application, will be used to defend against a claim.

This policy may not be changed unless Our President, Vice President or Secretary agrees. They must agree to the change and it must be in writing.

GUARANTEED MINIMUM INTEREST RATE

The guaranteed minimum interest rate will remain in effect for the life of the contract and is stated on the Policy Data page. If the rate stated is less than 3%, the guaranteed minimum interest rate will be greater than or equal to the rate determined by applying the following formula:

- the lowest 5-year Constant Maturity Treasury Rate reported by the Federal Reserve within 15 months prior to the issue date of this policy; *and*
- rounded to the nearest 1/20th of one percent; *and*
- reduced by 125 basis points.

The guaranteed minimum interest rate will never be less than 1%.

EXCESS INTEREST

We may credit Your annuity contract with interest in excess of the minimum guaranteed interest rate shown on the Policy Data page. Our Home Office should be contacted for details regarding excess interest.

SERVICE CHARGES

No service charge will be made on the first premium payment You make each policy year. A \$1.00 service charge per payment will be made for the second and subsequent payments You make in any policy year.

STATEMENT OF VALUES

Following the end of each calendar year, a Statement of Policy Values will be mailed to You. Additional policy value information will be supplied upon request at any time.

INCONTESTABILITY

We will never contest this policy for any reason other than Age, gender or identity.

BASIS OF VALUES

A description of the method used to compute the cash values has been filed with the State Insurance Department where this policy was delivered. The values provided meet the minimum requirements in that state.

AGE AND GENDER

If the Annuitant's Age or gender has not been correctly stated, We will adjust the amount payable under the payment option chosen. This adjustment will be based on the amount which the premiums would have purchased at the correct Age and gender.

NON-PARTICIPATION

This policy is not eligible to participate in Our surplus and, therefore, does not receive dividends.

Annuitant: [JOHN DOE]
Number: [123-456789-0]
Plan: DEFERRED ANNUITY
Type: NO DIVIDENDS

Our Promise

We promise to pay the annuity benefit starting at the maturity date, shown on page 3, if the Annuitant is alive and this policy is in force. If the Annuitant dies before the maturity date, We will pay the surrender value to the beneficiary. We also promise to provide the other rights and benefits of this policy. We make these promises subject to the provisions of this contract.

Legal Contract

PLEASE READ YOUR POLICY CAREFULLY. It is a legal contract between You and Us. We issue this policy in return for Your application and payment of premiums. A guide to this policy's contents is on page 2. If there is ever a question about this policy, please contact Your Auto-Owners agent or Our Home Office at (517) 323-1200.

Right to Cancel

If for any reason You decide not to keep this policy, You may cancel it within 30 days after receiving it. You may return this policy to Us or the agent who sold it to You. If returned, this policy will be considered void from the start and We will refund any premium paid within 10 days of its return.

Signed for Auto-Owners Life Insurance Company at Lansing, Michigan on the policy date.

[*John Secretary*]
Secretary

[*Joe President*]
President

**FLEXIBLE PREMIUM DEFERRED ANNUITY
MONTHLY INCOME AT MATURITY DATE
NON-PARTICIPATING
WAIVER OF SURRENDER CHARGE PROVISIONS**

Auto-Owners Life Insurance Company

LANSING, MICHIGAN 48909-8160

IN THIS POLICY:

YOU and **YOUR** mean the owner of this policy.

WE, OUR and **US** mean Auto-Owners Life Insurance Company at its Home Office.

The **ANNUITANT** means the person named as the annuitant in this policy. The annuitant may or may not be the owner.

AGE means age at last birthday on the policy anniversary.

POLICY YEARS, ANNIVERSARIES and **PREMIUM DUE DATES** are determined from the policy date shown on page 3.

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As part of this policy, You will find a copy of the application.

Auto-Owners Life Insurance Company

(Herein Called the Company)
Lansing, Michigan 48909-8160

POLICY DATA

ANNUITANT:	[JOHN DOE]	POLICY NUMBER:	[123-456789-0]
POLICYOWNER:	[JOHN DOE]	POLICY DATE:	[JULY 1, 2010]
GENDER:	[MALE]	ISSUE AGE:	[30]
PLAN:	DEFERRED ANNUITY	RETIREMENT DATE:	[MARCH 1, 2045]
TYPE:	NO DIVIDENDS	MATURITY DATE:	[MARCH 1, 2075]

[DEFERRED ANNUITY]

INITIAL PREMIUM PAYMENT [\$4,000.00]

[PLANNED ANNUAL PREMIUM \$2,000.00]

INITIAL RENEWABLE ACCUMULATION PERIOD [6] YEARS

DECLARED RATE OF INTEREST	[3.00%]	IF POLICY CASH VALUE IS UNDER \$25,000
IN EFFECT ON THE ABOVE	[3.00%]	IF POLICY CASH VALUE IS \$25,000 TO \$49,999
POLICY DATE.	[3.00%]	IF POLICY CASH VALUE IS \$50,000 TO \$74,999
	[3.00%]	IF POLICY CASH VALUE IS \$75,000 AND OVER

THE DECLARED RATE OF INTEREST
WILL NEVER BE LESS THAN [2.00%]

GUARANTEED MINIMUM INTEREST RATE IS [2.00%]

ANNUITY BENEFITS

We will pay the Annuitant, if living, a monthly income starting on the maturity date shown on the Policy Data page.

MATURITY DATE

The maturity date is the Annuitant's 95th birthday.

AMOUNT OF ANNUITY BENEFIT

The monthly income is determined by applying the surrender value at the maturity date under a payment option You choose. Unless You request otherwise, We will use the surrender value to purchase a life income with payments guaranteed for four years.

While the Annuitant is alive, You may choose another form of payment at any time up to 30 days prior to the maturity date. You may choose any of the payment options (see **Payment Options** section) or have the surrender value paid in cash.

RETIREMENT DATE

The retirement date is shown on the Policy Data page. You can change the retirement date at any time as long as:

- the Annuitant is alive when You request the change; *and*
- You request the change in writing before the current retirement date; *and*
- the retirement date requested is no earlier than the Annuitant's 60th birthday or the fifth policy anniversary, whichever is later.

PREMIUMS

The first premium for this policy is due with the application. Additional premium payments of at least \$50 may be sent to Our Home Office. We reserve the right to refuse additional payments to the contract at any time.

PAYMENT AT DEATH

Payment at death is the amount payable to the beneficiary if the Annuitant dies prior to the maturity date.

PAYMENT AMOUNT

The payment amount will be the surrender value on the date proceeds are paid to the beneficiary. This amount will be paid in a lump sum, unless a payment option is requested.

FILING A DEATH CLAIM

To claim payment at death, file a claim form with Us and give Us proof of death, such as a death certificate. Your agent will be pleased to help in the claim process.

BENEFICIARY

The beneficiary is named on the attached application unless later changed. The beneficiary will receive the death benefit, unless You provide otherwise.

A revocable beneficiary has no rights in the policy until the death of the Annuitant. The interests of any beneficiary who dies before the earlier of the date We receive proof of the Annuitant's death or the 15th day after the Annuitant's death will pass to the owner or the owner's estate.

CHANGING THE BENEFICIARY

You may change the beneficiary at any time if:

- You request the change in writing; *and*
- We approve the change at Our Home Office.

Once approved, the change takes effect on the date You signed the request. A change will not affect any payment We make before receiving Your notice at Our Home Office.

PAYMENT OPTIONS

Unless a payment option is chosen, We will pay any proceeds from death or surrender in a lump sum. Instead of a lump sum, proceeds of \$2,000 or more may be paid under any one or more payment options which

will be available to You. We will issue a separate contract for making these payments. We may credit Your contract with interest in excess of the 1% guaranteed rate.

OPTIONS

Option 1: Proceeds Left to Earn Interest

The proceeds may be left with Us for up to 30 years. We will credit the proceeds with at least 1% interest per year. We will make annual, semi-annual, quarterly or monthly payments if they are requested. The proceeds and any unpaid interest may be withdrawn at any time.

Option 2: Payment of Specified Amount

We will make equal periodic payments in any amount and frequency which You choose and We approve. We will determine the number of payments and the amount of the final payment. The total amount paid each year must be at least 5% of the amount remaining under the option. We will credit this remaining amount with at least 1% interest per year.

Option 3: Payment for a Number of Years

We will make periodic payments for a chosen length of time, not to exceed 30 years. The frequency of payments may be chosen by You and We must approve. If the payee dies before all payments are made, payments will continue to his or her beneficiary or estate.

The table below shows selected amounts payable for each \$1,000 due. If You wish, We will supply amounts for years and frequencies not shown here. These amounts are based on 1% interest compounded annually.

Option 3 Table

Number of Years	Monthly Payments Per \$1,000 of Proceeds
5	\$17.09
10	8.76
15	5.98
20	4.60
25	3.77
30	3.21

Option 4: Payment of Life Income

We will make equal periodic payments for the full lifetime of the payee and We guarantee payments for a minimum length of time which You choose and We approve. If the payee dies during the guaranteed period, payments will be continued to his or her beneficiary to the end of that period.

The monthly payment amount for each \$1,000 due is shown in the table below for certain Ages. Amounts are based on the payee's gender and Age on his or her last birthday on the due date of Our first payment. Payments in the following table are computed using the A-2000 Mortality Table at 1% interest. If You wish, We will supply amounts for Ages and years not shown here.

Option 4 Table

Monthly Payments for Life per \$1,000 of Proceeds

Attained Age	Payments Guaranteed for 10 Years	Payments Guaranteed for 20 Years
Male		
45	\$2.67	\$2.63
50	2.97	2.90
55	3.35	3.21
60	3.83	3.56
65	4.45	3.91
70	5.22	4.22
75	6.10	4.43
80	7.01	4.55

Monthly Payments for Life per \$1,000 of Proceeds

Attained Age	Payments Guaranteed for 10 Years	Payments Guaranteed for 20 Years
Female		
45	\$2.48	\$2.46
50	2.74	2.71
55	3.07	3.00
60	3.50	3.35
65	4.05	3.73
70	4.77	4.10
75	5.69	4.38
80	6.72	4.53

Option 5: Special Arrangement

The proceeds may be paid in any other form We agree to, including a form naming contingent payees. You may arrange to select an option based on Our current Immediate Annuity rates if these are more favorable for You.

CHOOSING AN OPTION

You may choose to have all or part of the proceeds in any one of the optional forms. You should make the election in writing while the Annuitant is alive. If an option has not been chosen when the Annuitant dies, the beneficiary may choose one.

PAYMENT OF PROCEEDS

Payments are subject to these conditions:

- Each payment must be at least \$50.
- Payments are made only at the following intervals:
 - once a month; *or*
 - once every 3 months; *or*
 - once every 6 months; *or*
 - once a year.
- A payee may not assign or borrow against the proceeds.
- A payee's creditors may not claim any of the proceeds or interest, unless allowed by law.

Satisfactory proof of the payee's Age may be required before payment is made. If payment under an option depends on a person's survival, We may ask for satisfactory proof that the person is living when payment is due.

At any time under Option 2 or 3, the payee may choose to receive, in one lump sum, the present value of the rest of the payments due him or her.

At death of the payee, the present value of the rest of the payments will be paid in one lump sum to the payee's estate, unless We have been directed otherwise.

SURRENDER

While the Annuitant is alive, You may request cash payment of some or all of this policy's surrender value. This is done by giving Us written notice and returning this policy to Us. We have the right to delay paying a cash surrender for up to six months if We make a written request to and receive approval from the insurance commissioner.

CASH VALUE

To determine the cash value of this policy,

We add:

- all premiums paid, less any service charges applicable to those premium payments; *and*
- interest credited to the contract at the guaranteed minimum interest rate; *and*
- any excess interest credited to the contract.

Then We subtract:

- any state premium taxes paid on the premiums; *and*
- any cash surrenders We have previously made.

SURRENDER VALUE

The surrender value of the policy is equal to the cash value less any applicable accumulation period surrender charge.

ACCUMULATION PERIOD

The initial accumulation period is shown on the Policy Data page. We will mail You information regarding available accumulation periods before the effective date of each new period. You may select a new Renewable

Accumulation Period at that time or, if We do not hear from You prior to the effective date of a new accumulation period, We will renew for the same length of time as Your most recent accumulation period. The rate of interest which will be credited to the cash value of this policy may vary by the accumulation period selected.

ACCUMULATION PERIOD SURRENDER CHARGES

A surrender charge equal to a percentage of any cash value taken in the form of a single payment or payment option will be deducted while this policy is in force. Surrender charge provisions do not apply at the completion of each Renewable Accumulation Period. During the 30-day period before completion of each accumulation period, You may request part or all of the policy surrender value or apply proceeds to a payment option under this policy without any surrender charge.

The following table shows applicable surrender charges while this policy is in force:

Issue Ages: 60 and below

Attained Age	Surrender Charge
60 and below	10%
61	8%
62	7%
63	6%
64	5%
65	4%
66	3%
67	2%
68	1%
69 and beyond	0%

Issue Ages: 61 and Above

Policy Year	Surrender Charge
1	10%
2	8%
3	7%
4	6%
5	5%
6	4%
7	3%
8	2%
9	1%
10 and beyond	0%

In addition, no surrender charge will be deducted:

- on up to 10% of the cash value surrendered each year, calculated as of the policy's anniversary date; *or*
- when proceeds are paid because of the death of the Annuitant (see **Payment at Death** section); *or*
- under specified conditions while the Annuitant is confined to a nursing care facility (see **Waiver of Surrender Charges While Confined to a Nursing Care Facility** for conditions); *or*
- after the third policy year in the event the Annuitant is afflicted by a critical illness (see **Critical Illness Waiver of Surrender Charges** for critical illness definition).

After the fifth policy year, no surrender charge will be deducted if:

- proceeds are applied under a life income payment option; *or*
- proceeds are withdrawn on or after the Annuitant's retirement date.

This is not a Long Term Care policy. Withdrawals are subject to IRS rules and regulations. You should consult with a financial advisor before withdrawing funds from this policy.

WAIVER OF SURRENDER CHARGES WHILE CONFINED TO A NURSING CARE FACILITY

Waiver does not apply with respect to the Nursing Home Benefit until after one year.

This policy provision waives surrender charges otherwise applicable in the event the Annuitant is confined to a nursing care facility. The following conditions must be met:

- The Annuitant must be confined to a qualified nursing care facility for at least 60 days in a 70-day period. Confinement must begin at least one calendar year after the issue date of this deferred annuity policy.
- Confinement in a qualified nursing care facility must be medically necessary and prescribed by a licensed physician.
- Written proof of confinement and verification the confinement was prescribed by a licensed physician must accompany the withdrawal request.
- This waiver is valid during confinement and up to 90 days following discharge from the qualified nursing care facility.

Qualified nursing care facilities are long term care centers that are licensed, or if the state does not require licensing, operate according to the laws of the Annuitant's resident state. In the event of dual residency, Auto-Owners will follow the laws for the state in which the qualified nursing care facility is located.

CRITICAL ILLNESS WAIVER OF SURRENDER CHARGES

Beginning 36 months from the policy effective date, this policy provision waives the surrender charges, otherwise applicable, in the event the Annuitant is afflicted by a critical illness.

A critical illness is: coronary artery disease requiring heart surgery; stroke resulting in moderate to severe residual neurological impairment; kidney failure requiring transplant or dialysis treatment; cancer (other than basal cell skin cancer); major organ transplants; Multiple Sclerosis; Parkinson's disease; acquired brain injury (coma for a minimum of 30 days); severe burns (third degree burns over at least 25% of the body); Alzheimer's disease; Acquired Immune Deficiency Syndrome (AIDS) and Amyotrophic Lateral Sclerosis (Lou Gehrig's disease). Written proof from the attending physician verifying the critical illness affliction must accompany the withdrawal request.

PARTIAL SURRENDER

You may receive a portion of the surrender value at any time, provided that the partial surrender is not less than \$500 and the surrender value remaining after the partial surrender is at least \$500. This is done by giving Us written notice.

OWNERSHIP

THE OWNER

The Annuitant owns this policy unless someone else is named as owner on the application. Your rights as owner end at the Annuitant's death.

If the Annuitant is under Age 18 on the policy date, the applicant owns this policy. Ownership will automatically pass to the Annuitant on his or her 21st birthday, unless the applicant has asked that the ownership period be extended.

CHANGING THE OWNER

You may change the owner if:

- You request the change in writing; *and*
- We approve the change at Our Home Office.

ASSIGNMENT

You may assign this contract. We are not bound by an assignment unless it is received in written form at Our Home Office. We are not responsible for the validity of any assignment. A collateral assignment will not change the owner and the rights of assignees come before those of beneficiaries. Your rights to the proceeds are subject to those of any collateral assignee.

GENERAL PROVISIONS

THE CONTRACT

This policy is a legal contract. The entire contract consists of this policy, any attached riders or endorsements, and the attached application.

We assume that any statements made on the application are representations and not warranties. No statement, unless made on the application, will be used to defend against a claim.

This policy may not be changed unless Our President, Vice President or Secretary agrees. They must agree to the change and it must be in writing.

INTEREST

We will apply interest to the cash value of this policy, resulting from Your initial premium payment, at the declared rate of interest shown on the Policy Data page. This guaranteed rate of interest will be paid on Your initial premium payment for the remainder of the initial Renewable Accumulation Period.

Interest applied to the cash value resulting from any premium payments will be no less than the declared interest rate at the later of the premium payment date or effective date of the then current Renewable Accumulation Period.

The interest rate applied to the cash value is always guaranteed for the remainder of the then current Renewable Accumulation Period and will never be less

than the guaranteed minimum interest rate.

GUARANTEED MINIMUM INTEREST RATE

The guaranteed minimum interest rate will remain in effect for the life of the contract and is stated on the Policy Data page. If the rate stated is less than 3%, the guaranteed minimum interest rate will be greater than or equal to the rate determined by applying the following formula:

- the lowest 5-year Constant Maturity Treasury Rate reported by the Federal Reserve within 15 months prior to the issue date of this policy; *and*
- rounded to the nearest 1/20th of one percent; *and*
- reduced by 125 basis points.

The guaranteed minimum interest rate will never be less than 1%.

SERVICE CHARGES

No service charge will be made on the first premium payment You make each policy year. A \$1.00 service charge per payment will be made for the second and subsequent payments You make in any policy year.

STATEMENT OF VALUES

Following the end of each calendar year, a Statement of Policy Values will be mailed to You. Additional policy value information will be supplied upon request at any time.

INCONTESTABILITY

We will never contest this policy for any reason other than Age, gender or identity.

BASIS OF VALUES

A description of the method used to compute the cash values has been filed with the State Insurance Department where this policy was delivered. The values provided meet the minimum requirements in that state.

AGE AND GENDER

If the Annuitant's Age or gender has not been correctly stated, We will adjust the amount payable under the payment option chosen. This adjustment will be based on the amount which the premiums would have purchased at the correct Age and gender.

NON-PARTICIPATION

This policy is not eligible to participate in Our surplus and, therefore, does not receive dividends.

Annuity Application to the *Auto-Owners Life Insurance Company*

P.O. BOX 30325 • LANSING, MICHIGAN 48909

CONTRACT INFORMATION

Annuitant (print full name)

John Doe

Soc. Sec. # or Fed. ID #

999-99-9999

Birth Date

3/1/80

Gender

M

Home Street Address

123 Main Street

City

Anytown

State

AR

Zip Code

55555

Name, Address and Relationship of Policyowner* (if different than Annuitant)

Soc. Sec. # or Fed. ID #

Birth Date

Beneficiary*- to be paid equally to surviving beneficiaries unless otherwise specified

A. Primary (provide name, address and relationship)

Jane Doe- Wife 123 Main Street Anytown, AR 55555

B. Contingent (if primary beneficiary is not living)

Jim Doe- Son 123 Main Street Anytown, AR 55555

*If Owner or Beneficiary is a trust, please provide copy of trust.

SUITABILITY INFORMATION

These questions are designed to assist your agent in determining if this product is suitable for you.

I do not wish to provide this information.

Approximate annual income \$ _____

Approximate value of liquid assets \$ _____

Approximate monthly expenses \$ _____

Within 5 years, anticipate significant annual income change? Yes No

If yes, approximate annual income change \$ _____

Number of dependents _____

Intended use of annuity/Investment objective(s) (check all that apply)

- Safety of principal Supplement retirement income
 Tax deferred growth Guaranteed income for life
 Diversification of investment Other _____

How will this annuity be funded? _____

TYPE OF PLAN

Check ONE

Individual

- Non-Qualified
 Individual Retirement Annuity (IRA)
 Roth IRA

Employer Sponsored

- Simplified Employee Pension Plan (SEP)
 Savings Incentive Match Plan (SIMPLE)
 Tax Sheltered Annuity (TSA)
 Money Purchase or Profit Sharing Plan

Check all that apply

- Contributory
 Transfer
 Rollover
 Conversion
 1035 Exchange

CONTRACT TYPE

Check ONE

Item #500

Item #501 Renewable Accumulation Period (RAP)
 _____ year RAP

Item #275 Single Premium Immediate Annuity (SPIA)
 (Send copy of Home Office proposal with application.)

REPLACEMENTS

Does the owner have any existing life or annuity policies? Yes No

Will this annuity replace or change any existing life or annuity policy from this or any other company? Yes No

Company _____

Policy # _____

DEPOSIT INFORMATION

Amount with application \$ 4,000.00 Tax Year _____

Electronic Funds Transfer (EFT) Yes No

If no, do you wish to receive reminder notices? Yes No

EFT/Reminder Notice Amount \$ 2,000.00

Monthly Quarterly Semi-Annual Annual

Agency EFT Sweep Confirmation Number _____

HOME OFFICE ENDORSEMENT/SPECIAL REQUESTS

IT IS UNDERSTOOD AND AGREED: (1) That all answers to the questions on this application are complete and true to the best of my knowledge and/or belief. (2) That all answers to such questions, together with this agreement, shall form the basis and become a part of any contract issued. (3) That acceptance of any contract issued on this application will constitute a ratification of any correction in or addition to this application made by the Company, however, no change shall be made as to the annuity plan, or beneficiary unless agreed to in writing. (4) Only the President or Secretary of the Company can make, modify, alter or discharge contracts or waive any of the Company's rights or requirements.

THE AGENT AND I CERTIFY that I have read, or the agent has read to me, the completed application. I realize that any false statement or misrepresentation in my application may result in loss of tax deferred benefit or disqualification (if part of a qualified retirement plan) under the United States Tax Code. 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.

If this application is for an IRA, I acknowledge receipt of the Plan Agreement, Disclosure Statement and Financial Disclosure.

Signed at Anytown, AR Date 7/1/10
 City, State

John Doe

Signature of Annuitant

Signature of Owner (if different than Annuitant)

I certify information supplied by the applicant has been accurately recorded on the application. To the best of your knowledge, does the owner have any existing life or annuity policies? Yes No

Will this annuity replace or change any existing life or annuity policy in this or any other company? Yes No

Joe Agent

Agent's Signature

Joe Agent

Agent's Name (please print)

01-0101

Agency Code

01-0101-01

Producer Code

Make check payable to Auto-Owners Life Insurance Company.

**FLEXIBLE PREMIUM DEFERRED ANNUITY
MONTHLY INCOME AT MATURITY DATE
NON-PARTICIPATING
WAIVER OF SURRENDER CHARGE PROVISIONS**

Auto-Owners Life Insurance Company

LANSING, MICHIGAN 48909-8160

Auto-Owners Life Insurance Company

ENDORSEMENT

The following sections shall be added to this Policy:

Death of Policy Owner

If the owner of this Policy dies before annuity benefit payments begin, then in accordance with the provisions of Section 72(s) of the Internal Revenue Code (IRC), the cash value (proceeds) of the Policy will be paid as follows:

1. Upon the death of a non-annuitant owner, the proceeds shall be paid to any surviving joint or contingent owner.
2. If no joint or contingent owner has been named, then the proceeds shall be paid to the annuitant named in the Policy.

If the decedent owner or joint owner is also the annuitant, then the death will be treated as death of the annuitant subject to the provisions of this Policy regarding death of annuitant.

When the recipient of the proceeds is the surviving spouse, such surviving spouse shall be deemed as having held the Policy with rights of survivorship and the Policy may be continued in the name of such spouse as owner.

In accordance with IRC Section 72(s), any distribution must be paid within 5 years of the death of the owner unless the beneficiary begins receiving, within one year of the Policy Owner's death, the distribution in the form of a life annuity or an annuity for a period certain not exceeding the beneficiary's life expectancy.

Joint/Contingent Ownership

Joint owners shall be treated as having equal undivided interests in the Policy. Any ownership rights in this Policy must be exercised collectively by all owners and not individually by any one owner.

A contingent owner cannot exercise any ownership rights in this Policy while the Policy Owner is alive.

Signed for Auto-Owners Life Insurance Company at Lansing, Michigan, on the effective date of the policy, unless another date is shown.

[*John Secretary*]
Secretary

[*Joe President*]
President

QUALIFIED RETIREMENT PLAN Endorsement

This nontransferable policy is issued in connection with a Qualified Retirement Plan as provided for under the Internal Revenue Code. This policy may not be sold, assigned, discounted or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person other than the insurer, except that such nontransferable provision shall not preclude the transfer of a policy to the insured or annuitant where such transfer represents an interest to which he/she is entitled pursuant to the provisions of the Plan.

Elective deferrals (salary reduction contributions) made may not exceed the annual limit as provided for under the Internal Revenue Code.

Distributions attributable to salary reduction contributions made after January 1, 1989 (including earnings on them), may be made only after the employee attains age 59 1/2, separates from service, dies, becomes disabled, or in the case of hardship (but the earnings on salary reduction contributions may not be distributed for financial hardship).

Required minimum distributions are prescribed for under Internal Revenue Code Section 403(b), Tax Sheltered Annuities, are applicable to amounts accumulated in this contract.

Executed by the Auto-Owners Life Insurance Company at its Home Office in Lansing, Michigan as of the Policy Date unless another date is shown here.

[*John Secretary*]

Secretary

[*Joe President*]

President

QUALIFIED RETIREMENT PLAN

This nontransferable policy is issued in connection with a Qualified Retirement Plan as provided for under the Internal Revenue Code. This policy may not be sold, assigned, discounted or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person other than the insurer, except that such nontransferable provision shall not preclude the transfer of a policy to the insured or annuitant where such transfer represents an interest to which he/she is entitled pursuant to the provisions of the Plan.

If a participant in this Qualified Retirement Plan is married at the time a distribution is made from this contract, spousal consent must be secured unless the distribution is made under a Qualified Joint and Survivor Annuity.

Executed by the Auto-Owners Life Insurance Company at its Home Office in Lansing, Michigan as of the Policy Date unless another date is shown here.

[*John Secretary*]

Secretary

[*Joe President*]

President

SIMPLE INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

ARTICLE I – PURPOSE OF THE ENDORSEMENT

- 1.01 *Purpose:* The purpose of this Endorsement, which is attached to and made a part of the annuity Contract issued by the Issuer, is to qualify the Contract as a SIMPLE individual retirement annuity (IRA) under Code section 408(p) and 408(b) to provide for the SIMPLE IRA Owner's retirement and for the support of his or her Beneficiary(ies) after death. The Contract is established for the exclusive benefit of the SIMPLE IRA Owner and his or her Beneficiary(ies). If any provisions of the Contract conflict with this Endorsement, the provisions of this Endorsement will apply.
- 1.02 *Ownership Provisions:* The SIMPLE IRA Owner's interest in the Contract is nonforfeitable and nontransferable and the SIMPLE IRA Owner may exercise all rights under the Contract during his or her lifetime. In addition, the Contract may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose.
- 1.03 *For More Information:* To obtain more information concerning the rules governing this Endorsement, contact the Issuer listed on the Application.

ARTICLE II - DEFINITIONS

The following words and phrases, when used in this Endorsement with initial capital letters, shall, for the purpose of this Endorsement, have the meanings set forth below unless the context indicates that other meanings are intended.

- 2.01 *Application:* Means the document executed by the SIMPLE IRA Owner through which the SIMPLE IRA Owner adopts this Endorsement and thereby agrees to be bound by all terms and conditions of this Endorsement.
- 2.02 *Beneficiary:* Means the individual(s) or entity(ies) properly named to receive any remaining SIMPLE IRA benefits upon the death of the SIMPLE IRA Owner.
- 2.03 *Code:* Means the Internal Revenue Code of 1986, as amended from time to time.
- 2.04 *Contract:* Means the annuity contract used in conjunction with this Endorsement.
- 2.05 *Designated Beneficiary:* Means the Beneficiary named as of the date of the SIMPLE IRA Owner's death who remains a Beneficiary as of September 30 of the year following the year of the SIMPLE IRA Owner's death.
- 2.06 *Endorsement:* Means this SIMPLE IRA Endorsement, including the Application, that was completed and signed to establish this SIMPLE IRA.
- 2.07 *IRA:* Means a SIMPLE IRA as defined in Code section 408(p) and 408(b) unless otherwise indicated.
- 2.08 *SIMPLE IRA Owner:* Means the individual who participates in this SIMPLE IRA, thereby owning the Contract.
- 2.09 *Issuer:* Means Auto Owners Life Insurance Company.
- 2.10 *Premium:* Means any payments made to the SIMPLE IRA.
- 2.11 *Regulations:* Means the Treasury regulations.
- 2.12 *SIMPLE IRA:* Means an IRA which satisfies the requirements of Code sections 408(b) and 408(p).

ARTICLE III – PREMIUM PAYMENTS

- 3.01 *Permissible Premiums.* The only Premiums permitted to this contract are cash Premiums under a qualified salary reduction arrangement as defined in Code section 408(p) and rollover Premiums or transfers of assets from another SIMPLE IRA of the SIMPLE IRA Owner. No other Premiums will be accepted. Both elective deferrals and employer Premiums may be permitted. Premiums shall not exceed the limits specified in Code section 408(p) and other applicable sections of the Code and related Regulations.
- 3.02 *Excess Premium.* Any refund of Premiums (other than those attributable to excess Premiums) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future Premiums or the purchase of additional benefits.
- 3.03 *Contract Requirements.* If the Premiums are interrupted, the Contract will be reinstated at any date prior to maturity upon payment of a Premium other than a rollover or transfer Premium, to the Issuer, and the minimum Premium amount for reinstatement shall be _____ (not to exceed \$50). However, the Issuer may, at its option, either accept additional future Premiums or

terminate the contract by payment in cash of the then present value of the paid up benefit if no Premiums have been received for two full consecutive policy years and the paid up annuity benefit at maturity would be less than \$20 per month.

ARTICLE IV – DISTRIBUTION REQUIREMENTS

4.01 SIMPLE IRA Owner Distributions

Notwithstanding any provision of this SIMPLE IRA to the contrary, the distribution of the SIMPLE IRA Owner's interest in the SIMPLE 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 SIMPLE IRA (as determined under Article 4.01(D)) must satisfy the requirements of Code section 408(a)(6) and the Regulations thereunder, rather than paragraphs (A), (B) and (C) below and Article 4.02.

- A. The entire interest of the SIMPLE IRA Owner for whose benefit the SIMPLE IRA is maintained will commence to be distributed no later than the first day of April following the calendar year in which such SIMPLE IRA Owner attains age 70½ (the "required beginning date") over
1. the SIMPLE IRA Owner's life or the lives of such SIMPLE IRA Owner and his or her Designated Beneficiary(ies), or
 2. a period certain not extending beyond the SIMPLE IRA Owner's life expectancy or the joint and last survivor expectancy of such SIMPLE IRA Owner and his or her Designated Beneficiary(ies).

Distributions must be made in periodic payments at intervals of no longer than one year and must be either non-increasing or they may increase only as provided in Q&As-1 and -4 of Regulations section 1.401(a)(9)-6T. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of 1.401(a)(9)-6T.

- B. The distribution periods described in paragraph (A) of this article cannot exceed the periods specified in Regulations section 1.401(a)(9)-6T.
- C. The first required distribution can be made as late as the required beginning date and must be the distribution that is required for one payment interval. The second distribution need not be made until the end of the next payment interval.
- D. If the SIMPLE IRA Owner fails to elect a method of distribution by his or her required beginning date the Issuer shall have complete and sole discretion to do any one of the following:
- make no distribution until the SIMPLE IRA Owner provides a proper withdrawal request;
 - distribute the SIMPLE IRA Owner's entire interest in a single sum payment;
 - distribute the SIMPLE IRA Owner's entire interest over a period certain not extending beyond the SIMPLE IRA Owner's life expectancy or the life expectancy of the SIMPLE IRA Owner and his or her Beneficiary; or
 - annuitize the SIMPLE IRA within the parameters described in this Section.

The Issuer will not be liable for any penalties or taxes related to the SIMPLE IRA Owner's failure to take a required minimum distribution.

- E. If this SIMPLE IRA is maintained by a designated financial institution (within the meaning of Code section 408(p)(7)) under the terms of a SIMPLE IRA Plan of the SIMPLE IRA Owner's employer, the SIMPLE IRA Owner must be permitted to transfer the SIMPLE IRA Owner's balance without cost or penalty (within the meaning of Code section 408(p)(7) to another SIMPLE IRA of the SIMPLE IRA Owner that is qualified under Code section 408(a), (b) or (p), or to another eligible retirement plan described in Code section 402(c)(8)(B).
- F. Prior to the expiration of the two-year period beginning on the date the SIMPLE IRA Owner first participated in any SIMPLE IRA Plan maintained by the SIMPLE IRA Owner's employer, any rollover or

transfer by the SIMPLE IRA Owner of funds from this SIMPLE IRA must be made to another SIMPLE IRA of the SIMPLE IRA Owner. Any distribution of funds to the SIMPLE IRA Owner during this two-year period may be subject to a 25-percent additional tax if the SIMPLE IRA Owner does not roll over the amount distributed into a SIMPLE IRA. After the expiration of this two-year period, the SIMPLE IRA Owner may roll over or transfer funds to any IRA of the SIMPLE IRA Owner that is qualified under Code section 408(a), (b) or (p), or to another eligible retirement plan described in Code section 402(c)(8)(B).

4.02 **Beneficiary Rights.** If the SIMPLE IRA Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows.

- A. **Death on or after Required Beginning Date.** If the SIMPLE IRA Owner dies on or after the required beginning date for distributions, the remaining portion of such SIMPLE IRA Owner's interest will continue to be distributed under the contract option chosen.
- B. **Death before Required Beginning Date.** If the SIMPLE IRA Owner dies before required distributions commence, such SIMPLE IRA Owner's entire interest will be distributed at least as rapidly as follows.
1. If the Designated Beneficiary is someone other than the SIMPLE IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the SIMPLE IRA 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 SIMPLE IRA Owner's death, or, if elected, in accordance with paragraph 4.02(B)(3) of this Endorsement.
 2. If the SIMPLE IRA Owner's sole Designated Beneficiary is the SIMPLE IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the SIMPLE IRA Owner's death (or by the end of the calendar year in which the SIMPLE IRA Owner would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with paragraph 4.02(B)(3) of this Endorsement. If the surviving spouse dies before required distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph 4.02(B)(3) of this Endorsement. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.
 3. If there is no Designated Beneficiary, or, if applicable by operation of paragraph 4.02(B)(1) or (B)(2) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the SIMPLE IRA Owner's death (or the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph 4.02(B)(2) of this Endorsement).
 4. Life expectancy is determined using the Single Life Table in Q&A-1 of Regulations section 1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole Designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph 4.02(B)(1) or (2) of this Endorsement and reduced by one for each subsequent year.
- C. The value of the SIMPLE IRA for purposes of this Section is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations section 1.408-8 and the actuarial value of any other benefits provided under the SIMPLE IRA, such as guaranteed death benefits.

- D. For purposes of paragraphs 4.02(A) and (B) of this Endorsement, required distributions are considered to commence on the SIMPLE IRA Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph 4.02(B)(2) of this Endorsement. 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 Regulations section 1.401(a)(9)-6T, the required distributions are considered to commence on the annuity starting date.
- E. If the Designated Beneficiary is the SIMPLE IRA Owner's surviving spouse, the spouse may elect to treat the SIMPLE IRA as his or her own SIMPLE IRA. This election will be deemed to have been made if such surviving spouse, who is the sole Beneficiary of the SIMPLE IRA, makes a Premium to the SIMPLE IRA (permitted under the Premium rules for SIMPLE IRAs as if the surviving spouse were the Owner) or fails to take required distributions as a Beneficiary.
- F. If the Beneficiary payment election described in Section 4.02 is not made by December 31 of the year following the year the SIMPLE IRA Owner dies, the Issuer reserves the right to elect, in its complete and sole discretion, to do any one of the following:
- make no distribution until the Beneficiary(ies) provides a proper withdrawal request;
 - distribute the entire SIMPLE IRA to the Beneficiary(ies) in a single sum payment;
 - distribute the entire remaining interest to the Beneficiary(ies) pursuant to the applicable option in paragraphs 4.02(A) or (B) of this Endorsement.

The Issuer will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution

ARTICLE V – REPORTING

The SIMPLE IRA Owner agrees to provide the Issuer with information necessary for the Issuer to prepare any report required under Code sections 408(l) and 408(l)(2)(B) and Regulations sections 1.408-5 and 1.408-8.

The Issuer shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the IRS.

If Premiums made on behalf of the SIMPLE IRA Owner under a SIMPLE IRA plan maintained by the SIMPLE IRA Owner's employer are received directly by the Issuer from the employer, the Issuer will provide the employer with the summary description required by Code section 408(l)(2)(B). Notwithstanding the foregoing, the Issuer will be deemed to have satisfied its summary description reporting requirements under Section 408(l)(2) of the Code if either:

- a. the Issuer provides a summary description directly to the SIMPLE IRA Owner, or
- b. the Issuer provides its name, address and withdrawal procedures to the SIMPLE IRA Owner and the SIMPLE IRA Owner's employer provides the SIMPLE IRA Owner with all other required information.

ARTICLE IX – AMENDMENTS

Any amendment made for the purpose of complying with provisions of the Code and related Regulations may be made without the consent of the SIMPLE IRA Owner. The SIMPLE IRA Owner will be deemed to have consented to any other amendment unless the SIMPLE IRA Owner notifies the Issuer that he or she does not consent within 30 days from the date the Issuer mails the amendment to the SIMPLE IRA Owner.

ARTICLE X – RESPONSIBILITY OF THE PARTIES

The Issuer shall not be responsible for any penalties, taxes, judgments or expenses incurred by the SIMPLE IRA Owner in connection with this SIMPLE IRA and shall have no duty to determine whether any Premiums to or distributions from this SIMPLE IRA comply with the Code, Regulations, rulings or this Endorsement.

TRADITIONAL INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

ARTICLE I

- 1.01 *Purpose:* The purpose of this Endorsement, which is attached to and made a part of the annuity Contract issued by the Issuer, is to qualify the Contract as an individual retirement annuity (IRA) under Code section 408(b) to provide for the IRA Owner's retirement and for the support of his or her Beneficiary(ies) after death. The Contract is established for the exclusive benefit of the IRA Owner and his or her Beneficiary(ies). If any provisions of the Contract conflict with this Endorsement, the provisions of this Endorsement will apply.
- 1.02 *Ownership Provisions:* The IRA Owner's interest in the Contract is nonforfeitable and nontransferable and the IRA Owner may exercise all rights under the Contract during his or her lifetime. In addition, the Contract may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose.
- 1.03 *For More Information:* To obtain more information concerning the rules governing this Endorsement, contact the Issuer listed on the Application.

ARTICLE II – DEFINITIONS

The following words and phrases, when used in this Endorsement with initial capital letters, shall, for the purpose of this Endorsement, have the meanings set forth below unless the context indicates that other meanings are intended.

- 2.01 *Application:* Means the document executed by the IRA Owner through which the IRA Owner adopts this Endorsement and thereby agrees to be bound by all terms and conditions of this Endorsement.
- 2.02 *Beneficiary:* Means the individual(s) or entity(ies) properly named to receive any remaining IRA benefits upon the death of the IRA Owner.
- 2.03 *Code:* Means the Internal Revenue Code of 1986, as amended from time to time.
- 2.04 *Contract:* Means the annuity contract used in conjunction with this Endorsement.
- 2.05 *Designated Beneficiary:* Means the Beneficiary named as of the date of the IRA Owner's death who remains a Beneficiary as of September 30 of the year following the year of the IRA Owner's death.
- 2.06 *Endorsement:* Means this IRA Endorsement, that is attached to the contract to establish this IRA.
- 2.07 *IRA:* Means a Traditional IRA as defined in Code section 408(b) unless otherwise indicated.
- 2.08 *IRA Owner:* Means the individual who participates in this IRA, thereby owning the Contract.
- 2.09 *Issuer:* Means _____.
- 2.10 *Premium:* Means any payments made to the IRA.
- 2.11 *Regulations:* Means the Treasury regulations.
- 2.12 *SIMPLE IRA:* Means an IRA which satisfies the requirements of Code sections 408(b) and 408(p).

ARTICLE III – PREMIUM PAYMENTS

- 3.01 *Maximum Permissible Premiums.* The Issuer may accept Premiums on behalf of the IRA Owner for a tax year of the IRA Owner. Except in the case of a rollover Premium (as permitted by Code sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a Premium made in accordance with the terms of a Simplified Employee Pension (SEP) plan as described in Code section 408(k), no Premiums will be accepted unless they are in cash, and the total of such Premiums shall not exceed the lesser of 100 percent of the IRA Owner's Compensation, or \$3,000 for any taxable year beginning in 2002 through 2004; \$4,000 for any taxable year beginning in 2005 through 2007; and \$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the Premium limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 219(b)(5)(D). Such adjustments will be in multiples of \$500.

If the IRA Owner makes regular Premiums to both Traditional and Roth IRAs for a taxable year, the maximum regular Premium that can be made to all the IRA Owner's Traditional IRAs for that taxable year is reduced by the regular Premiums made to the IRA Owner's Roth IRAs for the taxable year.

- 3.02 *Catch-Up Premiums.* In the case of an IRA Owner who is age 50 or older by the close of the taxable year, the annual Premium is increased by \$500 for any taxable year beginning in 2002 through 2005; and \$1,000 for any taxable year beginning in 2006 and years thereafter.

- 3.03 *Qualified Reservist Repayments.* An IRA Owner may make a repayment of a qualified reservist distribution described in Code section 72(t)(2)(G) during the two-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.
- 3.04 *Employees of Certain Bankrupt Employers.* An IRA Owner who was a participant in a Code section 401(k) plan of a certain employer in bankruptcy described in Code section 219(b)(5)(C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. An IRA Owner who makes Premiums under this section may not also make catch-up Premiums.
- 3.05 *SIMPLE IRA.* No Premiums will be accepted under a SIMPLE IRA plan established by an employer pursuant to Code section 408(p). Also, no transfer or rollover of funds attributable to Premiums 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 two-year period beginning on the date the employee first participated in that employer's SIMPLE IRA plan.
- 3.06 *Excess Premium.* Any refund of Premiums (other than those attributable to excess Premiums) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future Premiums or the purchase of additional benefits.
- 3.07 *Contract Requirements.* If Premiums are interrupted, the Contract will be reinstated at any date prior to maturity upon payment of a Premium other than a rollover or transfer Premium, to the Issuer, and the minimum Premium amount for reinstatement shall be \$_____ (not to exceed \$50). However, the Issuer may, at its option, either accept additional future Premiums or terminate the contract by payment in cash of the then present value of the paid up benefit if no Premiums have been received for two full consecutive policy years and the paid up annuity benefit at maturity would be less than \$20 per month.

ARTICLE IV – DISTRIBUTION REQUIREMENTS

4.01 *IRA Owner Distributions*

Notwithstanding any provision of this IRA to the contrary, the distribution of the IRA 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 Article 4.01(D)) must satisfy the requirements of Code section 408(a)(6) and the Regulations thereunder, rather than paragraphs (A), (B) and (C) of this Article 4.02.

- A. The entire interest of the IRA Owner for whose benefit the IRA is maintained will commence to be distributed no later than the first day of April following the calendar year in which such IRA Owner attains age 70½ (the "required beginning date") over
1. the IRA Owner's life or the lives of such IRA Owner and his or her Designated Beneficiary(ies), or
 2. a period certain not extending beyond the IRA Owner's life expectancy or the joint and last survivor expectancy of such IRA Owner and his or her Designated Beneficiary(ies).

Distributions must be made in periodic payments at intervals of no longer than one year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of Regulations section 1.401(a)(9)-6. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of 1.401(a)(9)-6.

- B. The distribution periods described in paragraph (A) of this article cannot exceed the periods specified in Regulations section 1.401(a)(9)-6.
- C. The first required distribution can be made as late as the required beginning date and must be the distribution that is required for one payment interval. The second distribution need not be made until the end of the next payment interval.
- D. The value of the IRA for purposes of this Section is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations section 1.408-8 and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.
- E. If the IRA Owner fails to elect a method of distribution by his or her required beginning date the Issuer shall have complete and sole discretion to do any one of the following:
- make no distribution until the IRA Owner provides a proper withdrawal request;

- distribute the IRA Owner's entire interest in a single sum payment;
- distribute the IRA Owner's entire interest over a period certain not extending beyond the IRA Owner's life expectancy or the life expectancy of the IRA Owner and his or her Beneficiary; or
- annuitize the IRA within the parameters described in this Section.

The Issuer will not be liable for any penalties or taxes related to the IRA Owner's failure to take a required minimum distribution.

4.02 *Beneficiary Rights.* If the IRA Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows.

- Death on or after Required Beginning Date. If the IRA Owner dies on or after the required beginning date for distributions, the remaining portion of such IRA Owner's interest will continue to be distributed under the contract option chosen.
- Death before Required Beginning Date. If the IRA Owner dies before required distributions commence, such IRA Owner's entire interest will be distributed at least as rapidly as follows.
 - If the Designated Beneficiary is someone other than the IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the IRA 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 IRA Owner's death, or, if elected, in accordance with paragraph 4.02(B)(3) of this Endorsement.
 - If the IRA Owner's sole Designated Beneficiary is the IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the IRA Owner's death (or by the end of the calendar year in which the IRA Owner would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with paragraph 4.02(B)(3) of this Endorsement. If the surviving spouse dies before required distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph 4.02(B)(3) of this Endorsement. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.
 - If there is no Designated Beneficiary, or, if applicable by operation of paragraph 4.02(B)(1) or (B)(2) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the IRA Owner's death (or the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph 4.02(B)(2) of this Endorsement).
 - Life expectancy is determined using the Single Life Table in Q&A-1 of Regulations section 1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole Designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph 4.02(B)(1) or (2) of this Endorsement and reduced by one for each subsequent year.
- The value of the IRA for purposes of this Section is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations section 1.408-8 and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.
- For purposes of paragraphs 4.02(A) and (B) of this Endorsement, required distributions are considered to commence on the IRA Owner's required beginning date, or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph 4.02(B)(2) of this Endorsement. 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 Regulations section 1.401(a)(9)-6, the required distributions are considered to commence on the annuity starting date.

- If the Designated Beneficiary is the IRA 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, who is the sole Beneficiary of the IRA, makes a Premium to the IRA or fails to take required distributions as a Beneficiary.
- If the Beneficiary payment election described in Section 4.02 is not made by December 31 of the year following the year the IRA Owner dies, the Issuer reserves the right to elect, in its complete and sole discretion, to do any one of the following:
 - make no distribution until the Beneficiary(ies) provides a proper withdrawal request;
 - distribute the entire IRA to the Beneficiary(ies) in a single sum payment;
 - distribute the entire remaining interest to the Beneficiary(ies) pursuant to the applicable option in paragraphs 4.02(A) or (B) of this Endorsement.

The Issuer will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

ARTICLE V – REPORTING

The IRA Owner agrees to provide the Issuer with information necessary for the Issuer to prepare any report required under Code section 408(i), Regulations sections 1.408-5 and 1.408-6 and under guidance published by the Internal Revenue Service (IRS).

The Issuer shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the IRS.

ARTICLE VI – AMENDMENTS

Any amendment made for the purpose of complying with provisions of the Code and related Regulations may be made without the consent of the IRA Owner. The IRA Owner will be deemed to have consented to any other amendment unless the IRA Owner notifies the Issuer that he or she does not consent within 30 days from the date the Issuer mails the amendment to the IRA Owner.

ARTICLE VII – RESPONSIBILITY OF THE PARTIES

The Issuer shall not be responsible for any penalties, taxes, judgments or expenses incurred by the IRA Owner in connection with this IRA and shall have no duty to determine whether any Premiums to or distributions from this IRA comply with the Code, Regulations, rulings or this Endorsement.

ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

ARTICLE I

- 1.01 *Purpose:* The purpose of this Endorsement, which is attached to and made a part of the annuity Contract issued by the Issuer, is to qualify the Contract as a Roth individual retirement annuity (IRA) under Code sections 408A and 408(b) to provide for the Roth IRA Owner's retirement and for the support of his or her Beneficiary(ies) after death. The Contract is established for the exclusive benefit of the Roth IRA Owner and his or her Beneficiary(ies). If any provisions of the Contract conflict with this Endorsement, the provisions of this Endorsement will apply.
- 1.02 *Ownership Provisions:* The Roth IRA Owner's interest in the Contract is nonforfeitable and nontransferable and the Roth IRA Owner may exercise all rights under the Contract during his or her lifetime. In addition, the Contract may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose.
- 1.03 *For More Information:* To obtain more information concerning the rules governing this Endorsement, contact the Issuer listed on the Application.

ARTICLE II – DEFINITIONS

The following words and phrases, when used in this Endorsement with initial capital letters, shall, for the purpose of this Endorsement, have the meanings set forth below unless the context indicates that other meanings are intended.

- 2.01 *Adoption Agreement:* Means the document executed by the Roth IRA Owner through which the Roth IRA Owner adopts this Endorsement and thereby agrees to be bound by all terms and conditions of this Endorsement.
- 2.02 *Beneficiary:* Means the individual(s) or entity(ies) properly named to receive any remaining IRA benefits upon the death of the Roth IRA Owner.
- 2.03 *Code:* Means the Internal Revenue Code of 1986, as amended from time to time.
- 2.04 *Contract:* Means the annuity contract used in conjunction with this Endorsement.
- 2.05 *Conversion Premium:* Means a contribution described in Section 408A(e) of the Code from a Traditional or SIMPLE IRA to a Roth IRA.
- 2.06 *Designated Beneficiary:* Means the Beneficiary named as of the date of the Roth IRA Owner's death who remains Beneficiary as of September 30 of the year following the year of the Roth IRA Owner's death.
- 2.07 *Endorsement:* Means this IRA Endorsement, including the Adoption Agreement, that was completed and signed to establish this IRA.
- 2.08 *Issuer:* Means _____
- 2.09 *IRA:* Means a Roth Individual Retirement Annuity as defined in Code sections 408(A) and 408(b) unless otherwise indicated.
- 2.10 *Premium:* Means any payments made to the IRA.
- 2.11 *Regulations:* Means the Treasury regulations.
- 2.12 *Roth IRA Owner:* Means the individual who participates in this individual retirement annuity and is the owner of the Contract.
- 2.13 *SIMPLE IRA:* Means an IRA which satisfies the requirements of Code sections 408(b) and 408(p).

ARTICLE III – PREMIUM LIMITS

- 3.01 *Maximum Permissible Amount.* Except in the case of a rollover Premium described in Code section 408A(e), a recharacterized Premium described in Code section 408A(d)(6), or a Conversion Premium, no Premiums will be accepted unless they are in cash, and the total of such Premiums shall not exceed the lesser of 100 percent of the Roth IRA Owner's Compensation, or: \$3,000 for any taxable year beginning in 2002 through 2004; \$4,000 for any taxable year beginning in 2005 through 2007; and \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the applicable Premium limit may be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 219(b)(5)(D). Such adjustments will be in multiples of \$500.

If the Roth IRA Owner makes regular Premiums to both Roth and Traditional IRAs for a taxable year, the maximum regular Premium that can be made to all the Roth IRA Owner's IRAs for that taxable year is reduced by the regular Premiums made to the Roth IRA Owner's Traditional IRAs for the taxable year.

Premiums may be further limited if the Roth IRA Owner's modified adjusted gross income (MAGI) exceeds the limits described in paragraph 3.03 of this Endorsement.

Qualified Rollover contribution means a rollover contribution of a distribution from an IRA that meets the requirements of Code section 408(d)(3), except the one-rollover-per-year rule of Code section 408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA. For taxable years

beginning after 2005, a qualified rollover contribution includes a rollover from a designated Roth account described in Code section 402A; and for taxable years beginning after 2007, a qualified rollover contribution also includes a rollover from an eligible retirement plan described in Code section 402(c)(8)(B).

- 3.02 *Catch-Up Premiums.* In the case of a Roth IRA Owner who is age 50 or older by the close of the taxable year, the annual Premium is increased by \$500 for any taxable year beginning in 2002 through 2005 and by \$1,000 for any taxable year beginning in 2006 and years thereafter.
- 3.03 *Qualified Reservist Repayments.* Notwithstanding the dollar limits on Premiums, a Roth IRA Owner may make a repayment of a qualified reservist distribution described in Code section 72(t)(2)(G) during the two-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.
- 3.04 *Employees of Certain Bankrupt Employers.* An IRA Owner who was a participant in a Code section 401(k) plan of a certain employer in bankruptcy described in Code section 219(b)(5)(C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. An IRA Owner who makes Premiums under this section may not also make catch-up Premiums.
- 3.05 *Regular Premium Limit.* If a Roth IRA Owner's MAGI falls within certain limits, as described in the following table, the maximum regular Premium that can be made to all the Roth IRA Owner's IRAs for a taxable year is phased out ratably in accordance with the following table:

Filing Status	Full Premium	Phase-Out Range MAGI	No Premium
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widow(er)	\$150,000 or less	Between \$150,000 and \$160,000	\$160,000 or more
Married – Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

If the Roth IRA Owner's MAGI for a taxable year is in the phase-out range, the maximum regular Premium determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, the modified adjusted gross income limits above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 408A(c)(3). Such adjustments will be in multiples of \$1,000.

- 3.06 *Qualified Rollover (Conversion) Premium Limit.* A rollover from an eligible retirement plan other than a Roth IRA or a designated Roth account cannot be made to this Roth IRA if, for the year the amount is distributed from the other plan:
- the Roth IRA Owner is married and files a separate return,
 - the Roth IRA Owner is not married and has MAGI in excess of \$100,000 or
 - the Roth IRA Owner is married and together the Roth IRA Owner and the Roth IRA Owner's spouse have MAGI 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. For taxable years beginning after 2009, the MAGI and filing limits in this section do not apply to qualified rollover contributions.

- 3.07 *Recharacterization.* A regular Premium to a Traditional IRA may be recharacterized pursuant to the rules in Regulations section 1.408A-5 as a regular Premium to this IRA, subject to the limits in paragraph 3.03 of this Endorsement.
- 3.08 *Modified Adjusted Gross Income.* For purposes of paragraphs 3.05 and 3.06 of this Endorsement, a Roth IRA Owner's MAGI for a taxable year is defined in Code section 408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a rollover from an eligible retirement plan other than a Roth IRA (conversion).
- 3.09 *Compensation.* For purposes of paragraph 3.01 of this Endorsement, compensation means wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses). Compensation for a self-employed individual includes earned income, as defined in Code section 401(c)(2) (reduced by the deduction the self-employed Roth IRA Owner takes for contributions made to a self-employed retirement plan). For purposes of this definition, Code section 401(c)(2) shall be applied as if the term trade or business for purposes of Code section 1402 included service described in Code section 1402(c)(6). Compensation shall include any amount includible in the Roth IRA Owner's gross income under Code section 71 with respect to a

divorce or separation instrument. In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for the purposes of the spouse making a contribution to a Roth IRA or a deductible contribution to a non-Roth IRA.

Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation.

- 3.10 *Excess Premium.* Any refund of Premiums (other than those attributable to excess Premiums) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future Premiums or the purchase of additional benefits.
- 3.11 *Contract Requirements.* If Premiums are interrupted, the contract will be reinstated at any date prior to maturity upon payment of a Premium other than a rollover or transfer Premium, to the Issuer, and the minimum Premium amount for reinstatement shall be _____ (not to exceed \$50). However, the Issuer may, at its option, either accept additional future payments or terminate the contract by payment in cash of the then present value of the paid up benefit if no Premiums have been received for two full consecutive policy years and the paid up annuity benefit at maturity would be less than \$20 per month.
- 3.12 *SIMPLE IRA.* No Premiums 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 Premiums 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 two-year period beginning on the date the employee first participated in that employer's SIMPLE IRA plan.

ARTICLE IV – DISTRIBUTION REQUIREMENTS

- 4.01 *Roth IRA Owner Distributions.* No amount is required to be distributed from the Contract prior to the death of the Roth IRA Owner for whose benefit the contract was originally established.
- 4.02 *Beneficiary Rights.* If the Roth IRA Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows.
- A. Notwithstanding any provision of this IRA to the contrary, the distribution of the Roth IRA Owner's interest in the IRA shall be made in accordance with the requirements of Code section 408(b)(3), as modified by Code 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 4.02(C) of this Endorsement) must satisfy the requirements of Code section 408(a)(6), as modified by Code section 408A(c)(5), and the Regulations thereunder, rather than the distribution rules in paragraphs 4.02(B), (C), (D) and (E) of this Endorsement.
- B. Upon the death of the Roth IRA Owner, his or her entire interest will be distributed at least as rapidly as follows:
1. If the Designated Beneficiary is someone other than the Roth IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Roth IRA Owner's death, over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Designated Beneficiary as of his or her birthday in the year following the year of the Roth IRA Owner's death, or, if elected, in accordance with paragraph 4.02(B)(3) of this Endorsement.
 2. If the Roth IRA Owner's Designated Beneficiary is the Roth IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Roth IRA Owner's death (or by the end of the calendar year in which the Roth IRA Owner would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with paragraph 4.02(B)(3) of this Endorsement. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph 4.02(B)(3) of this Endorsement. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.
 3. If there is no Designated Beneficiary, or if applicable by operation of paragraph 4.02(B)(1) or (B)(2) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Roth IRA 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 paragraph 4.02(B)(2) of this Endorsement).

4. Life expectancy is determined using the Single Life Table in Q&A-1 of Regulations section 1.401(a)(9)-9. 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 Designated Beneficiary's age in the year specified in paragraph 4.02(B)(1) or (2) of this Endorsement, and reduced by one for each subsequent year.

- C. The value of the IRA for purposes of this Article is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations section 1.408-8 and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.
- D. For purposes of paragraph 4.02(B)(2) of this Endorsement, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such paragraph. 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 Regulations section 1.401(a)(9)-6, then required distributions are considered to commence on the annuity starting date.
- E. If the Designated Beneficiary is the Roth IRA 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, who is the sole Beneficiary of the IRA, makes a Premium to the IRA or fails to take required distributions as a Beneficiary.
- F. If the Beneficiary payment election described above is not made by December 31 of the year following the year the Roth IRA Owner dies, the Issuer reserves the right to elect, in its complete and sole discretion, to do any one of the following:
- make no distribution until the Beneficiary(ies) provides a proper withdrawal request;
 - distribute the entire IRA to the Beneficiary(ies) in a single sum payment; or
 - distribute the entire remaining interest to the Beneficiary(ies) pursuant to the applicable option in paragraph 4.02(B) of this Endorsement.

The Issuer will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

ARTICLE V – REPORTING

The Roth IRA Owner agrees to provide the Issuer with information necessary for the Issuer to prepare any report(s) required under the Code and related Regulations including Code sections 408(i) and 408A(d)(3)(D) and Regulations sections 1.408-5 and 1.408-6 and under guidance published by the Internal Revenue Service (IRS).

The Issuer shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the IRS.

ARTICLE VI – AMENDMENTS

Any amendment made for the purpose of complying with provisions of the Code and related Regulations may be made without the consent of the Roth IRA Owner. The Roth IRA Owner will be deemed to have consented to any other amendment unless the Roth IRA Owner notifies the Issuer that he or she does not consent within 30 days from the date the Issuer mails the amendment to the Roth IRA Owner.

ARTICLE VII – RESPONSIBILITY OF THE PARTIES

The Issuer shall not be responsible for any penalties, taxes, judgments or expenses incurred by the Roth IRA Owner in connection with this IRA and shall have no duty to determine whether any Premiums to or distributions from this IRA comply with the Code, Regulations, rulings or this Endorsement.

<i>SERFF Tracking Number:</i>	<i>AOIC-126898359</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Auto-Owners Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47288</i>
<i>Company Tracking Number:</i>	<i>AR-ANN-500501-11/10</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Annuity - Items 500 and 501</i>		
<i>Project Name/Number:</i>	<i>500/501 Annuity/AR-ANN-500501-11/10</i>		

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachments include:		

Certificate of Compliance - Rule 19
 Notice of Guaranty Association - 61134 (3-10)
 Certification of Readability - Flesch
 Consumer Information Notice - 61147 (4-10)

Attachments:

Certificate of Compliance - AR.pdf
 61134 (3-10).pdf
 Certification of Readability - AR.pdf
 61147 (4-10) john doe.pdf

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments:		
Application used for Items 500 and 501 attached.		
Attachment:		
61755 (5-10).pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability, Item 501		
Comments:		
Attachment:		
Statement of Variability, Item 501.pdf		

	Item Status:	Status
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SERFF Tracking Number: AOIC-126898359 State: Arkansas
Filing Company: Auto-Owners Life Insurance Company State Tracking Number: 47288
Company Tracking Number: AR-ANN-500501-11/10
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium
Variable
Product Name: Annuity - Items 500 and 501
Project Name/Number: 500/501 Annuity/AR-ANN-500501-11/10

Date:

Satisfied - Item: Statement of Variability, Item 500

Comments:

Attachment:

Statement of Variability, Item 500.pdf

Certificate of Compliance
Arkansas Rule and Regulation 19

Insurer: Auto-Owners Life Insurance Company

Form Number(s): 61767 (7-10) et al.
61768 (7-10) et al.

I hereby certify to the best of my knowledge, the above filing meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.



Signature of Company Officer

Gayle A. Fisher

Name

Assistant Vice President, Life Operations

Title

November 10, 2010

Date

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"). 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 owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under 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 or contract 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 contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide for:

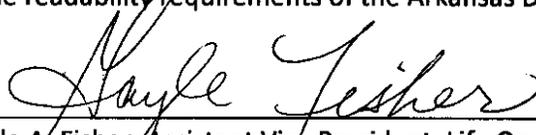
- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was 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 contract holders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a governmental 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 pre-empted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any 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.

AUTO-OWNERS LIFE INSURANCE COMPANY
Certification of Readability

I hereby certify, to the best of my knowledge and belief, that the following forms have the respective Flesch Scores which meet the readability requirements of the Arkansas Department of Insurance.



Gayle A. Fisher, Assistant Vice President, Life Operations

Form 61764 (7-10) – Item 500 Policy Pages

Flesch Score: 52.96

Exclusions: Option 3 Table, Option 4 Table, Surrender Charge Table

Form 61765 (7-10) – Item 501 Policy Pages

Flesch Score: 50.10

Exclusions: Option 3 Table, Option 4 Table, Accumulation Period Surrender Charge Table

Form 61767 (7-10) – Item 500 Front Jacket

Flesch Score: 59.33

Exclusions: Language prescribed by rules and regulations of state and federal statutes

Form 61768 (7-10) – Item 501 Front Jacket

Flesch Score: 59.33

Exclusions: Language prescribed by rules and regulations of state and federal statutes

Various forms submitted as part of this filing have been excluded from readability scoring. The reasons for exclusion include 1) form language prescribed by rules and regulations of state and federal statutes; and/or 2) form language represented as headings and charts. The following forms have been excluded from readability scoring:

Form 61755 (5-10) – Application

Form 61770 (7-10) – Item 500 Data Page

Form 61771 (7-10) – Item 501 Data Page

Form 10695 (4-93) – Non-Qualified Endorsement

Form 61055 (4-10) – Traditional IRA Endorsement

Form 61054 (4-10) – Roth IRA Endorsement

Form 61056 (4-03) – SIMPLE IRA Endorsement

Form 10439 (10-87) – Qualified Retirement Plan Endorsement

Form 10223-TSA (3-98) – Qualified Retirement Plan Endorsement

Form 61769 (7-10) – Item 500/501 Back Jacket

NOTICE TO ARKANSAS POLICYHOLDERS

Auto-Owners Life Insurance Company

P.O. Box 30325, Lansing, MI 48909
(800) 346-0346

Joe Agent

Name of Agent

456 Main Street Anytown, AR 55555

Agency Address

(800) 444-4444

Agency Telephone Number

If we at Auto-Owners 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, AR 72201
(501) 371-2600
(800) 282-9134

Annuity Application to the *Auto-Owners Life Insurance Company*

P.O. BOX 30325 • LANSING, MICHIGAN 48909

CONTRACT INFORMATION

Annuitant (print full name)

Soc. Sec. # or Fed. ID #	Birth Date	Gender
--------------------------	------------	--------

Home Street Address

City	State	Zip Code
------	-------	----------

Name, Address and Relationship of Policyowner* (if different than Annuitant)

Soc. Sec. # or Fed. ID #	Birth Date
--------------------------	------------

Beneficiary*- to be paid equally to surviving beneficiaries unless otherwise specified

A. Primary (provide name, address and relationship)

B. Contingent (if primary beneficiary is not living)

*If Owner or Beneficiary is a trust, please provide copy of trust.

SUITABILITY INFORMATION

These questions are designed to assist your agent in determining if this product is suitable for you.

I do not wish to provide this information.

Approximate annual income \$ _____

Approximate value of liquid assets \$ _____

Approximate monthly expenses \$ _____

Within 5 years, anticipate significant annual income change? Yes No

If yes, approximate annual income change \$ _____

Number of dependents _____

Intended use of annuity/Investment objective(s) (check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Safety of principal | <input type="checkbox"/> Supplement retirement income |
| <input type="checkbox"/> Tax deferred growth | <input type="checkbox"/> Guaranteed income for life |
| <input type="checkbox"/> Diversification of investment | <input type="checkbox"/> Other _____ |

How will this annuity be funded? _____

TYPE OF PLAN

Check ONE

Individual

- Non-Qualified
- Individual Retirement Annuity (IRA)
- Roth IRA

Employer Sponsored

- Simplified Employee Pension Plan (SEP)
- Savings Incentive Match Plan (SIMPLE)
- Tax Sheltered Annuity (TSA)
- Money Purchase or Profit Sharing Plan

Check all that apply

- Contributory
- Transfer
- Rollover
- Conversion
- 1035 Exchange

CONTRACT TYPE

Check ONE

- Item #500**
- Item #501** Renewable Accumulation Period (RAP)
_____ year RAP
- Item #275** Single Premium Immediate Annuity (SPIA)
(Send copy of Home Office proposal with application.)

REPLACEMENTS

Does the owner have any existing life or annuity policies? Yes No

Will this annuity replace or change any existing life or annuity policy from this or any other company? Yes No

Company _____ Policy # _____

DEPOSIT INFORMATION

Amount with application \$ _____ Tax Year _____

Electronic Funds Transfer (EFT) Yes No

If no, do you wish to receive reminder notices? Yes No

EFT/Reminder Notice Amount \$ _____

- Monthly Quarterly Semi-Annual Annual

Agency EFT Sweep Confirmation Number _____

HOME OFFICE ENDORSEMENT/SPECIAL REQUESTS

IT IS UNDERSTOOD AND AGREED: (1) That all answers to the questions on this application are complete and true to the best of my knowledge and/or belief. (2) That all answers to such questions, together with this agreement, shall form the basis and become a part of any contract issued. (3) That acceptance of any contract issued on this application will constitute a ratification of any correction in or addition to this application made by the Company, however, no change shall be made as to the annuity plan, or beneficiary unless agreed to in writing. (4) Only the President or Secretary of the Company can make, modify, alter or discharge contracts or waive any of the Company's rights or requirements.

THE AGENT AND I CERTIFY that I have read, or the agent has read to me, the completed application. I realize that any false statement or misrepresentation in my application may result in loss of tax deferred benefit or disqualification (if part of a qualified retirement plan) under the United States Tax Code. 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.

If this application is for an IRA, I acknowledge receipt of the Plan Agreement, Disclosure Statement and Financial Disclosure.

I certify information supplied by the applicant has been accurately recorded on the application. To the best of your knowledge, does the owner have any existing life or annuity policies? Yes No

Will this annuity replace or change any existing life or annuity policy in this or any other company? Yes No

Signed at _____ Date _____
City, State

Signature of Annuitant _____

Agent's Signature _____ Agency Code _____

Signature of Owner (if different than Annuitant) _____

Agent's Name (please print) _____ Producer Code _____

Make check payable to Auto-Owners Life Insurance Company.

Statement of Variability

Policy Forms 61768 (7-10), 61771 (7-10), 10695 (4-93), 10439 (10-87) and 10223-TSA (3-98)

The following fields on the Policy Front Jacket, Policy Form 61768 (7-10), are indicated in the filing as variable:

Annuitant (*name of annuitant*)
Number (*policy number*)
Secretary (*Secretary of Auto-Owners Life Insurance Company*)
President (*President of Auto-Owners Life Insurance Company*)

The following fields on the Policy Data page 3, Policy Form 61771 (7-10), are indicated in the filing as variable. These fields will vary based on individual policy characteristics and choice:

Annuitant (*name of annuitant*)
Policyowner (*name of policyowner*)
Number (*policy number*)
Policy Date (*effective date*)
Issue Age (age of annuitant)
Gender (*male or female*)
Retirement Date (*retirement date*) - typically age 65
Maturity Date (*maturity date*) - age 95

(*Deferred Annuity; Individual Retirement Annuity; Roth IRA; Simplified Employee Pension; Savings Incentive Match Plan for Employees; Pension Plan; Money Purchase Pension Plan; Tax Sheltered Annuity*)

Initial Premium Payment (*\$50 or higher*)
(*Planned (Monthly; Quarterly; Annual; Semi-Annual) Premium (\$50 or higher)*) - this only prints when additional planned premiums are indicated.

Initial Renewable Accumulation Period (*1, 3 or 6*) years

Declared Rate of Interest In Effect On The Above Policy Date (*1.00% or higher for all bands*)

The Declared Rate of Interest Will Never be Less Than (*1.00% - 3.00%*)

Guaranteed Minimum Interest Rate (*1.00% - 3.00%*)

The following fields on the Non-Qualified Endorsement and Qualified Retirement Plan Endorsements (Forms 10695 (4-93), 10439 (10-87) and 10223-TSA (3-98), respectively) are indicated in the filing as variable:

Secretary (*Secretary of Auto-Owners Life Insurance Company*)
President (*President of Auto-Owners Life Insurance Company*)

Statement of Variability

Policy Forms 61767 (7-10), 61770 (7-10), 10695 (4-93), 10439 (10-87) and 10223-TSA (3-98)

The following fields on the Policy Front Jacket, Policy Form 61767 (7-10), are indicated in the filing as variable:

Annuitant (*name of annuitant*)
Number (*policy number*)
Secretary (*Secretary of Auto-Owners Life Insurance Company*)
President (*President of Auto-Owners Life Insurance Company*)

The following fields on the Policy Data page 3, Policy Form 61770 (7-10), are indicated in the filing as variable. These fields will vary based on individual policy characteristics and choice:

Annuitant (*name of annuitant*)
Policyowner (*name of policyowner*)
Number (*policy number*)
Policy Date (*effective date*)
Issue Age (age of annuitant)
Gender (*male or female*)
Retirement Date (*retirement date*) - typically age 65
Maturity Date (*maturity date*) - age 95

(*Deferred Annuity; Individual Retirement Annuity; Roth IRA; Simplified Employee Pension; Savings Incentive Match Plan for Employees; Pension Plan; Money Purchase Pension Plan; Tax Sheltered Annuity*)

Initial Premium Payment (*\$50 or higher*)
(*Planned (Monthly; Quarterly; Annual; Semi-Annual) Premium (\$50 or higher)*) - this only prints when additional planned premiums are indicated.

Guaranteed Minimum Interest Rate (*1.00% - 3.00%*)

The following fields on the Non-Qualified Endorsement and Qualified Retirement Plan Endorsements (Forms 10695 (4-93), 10439 (10-87) and 10223-TSA (3-98), respectively) are indicated in the filing as variable:

Secretary (*Secretary of Auto-Owners Life Insurance Company*)
President (*President of Auto-Owners Life Insurance Company*)