

SERFF Tracking Number: CUNA-126492939 State: Arkansas
Filing Company: CUNA Mutual Insurance Society State Tracking Number: 44792
Company Tracking Number: 2010-INGLWB ET. AL.
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: MEMBERS Variable Annuity III
Project Name/Number: 2010 May VAIII Enhancements/2010-INGLWB et. al.

Filing at a Glance

Company: CUNA Mutual Insurance Society

Product Name: MEMBERS Variable Annuity III SERFF Tr Num: CUNA-126492939 State: Arkansas

TOI: A03I Individual Annuities - Deferred Variable SERFF Status: Closed-Approved- Closed State Tr Num: 44792

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num: 2010-INGLWB ET. AL. State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Kari Hamrick, Kathy Disposition Date: 02/16/2010

Strauser, Carma Bouska, Kimberly

Steggall

Date Submitted: 02/10/2010

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: 2010 May VAIII Enhancements

Status of Filing in Domicile: Authorized

Project Number: 2010-INGLWB et. al.

Date Approved in Domicile: 02/10/2010

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: 02/16/2010

Explanation for Other Group Market Type:

State Status Changed: 02/16/2010

Deemer Date:

Created By: Kathy Strauser

Submitted By: Kathy Strauser

Corresponding Filing Tracking Number:

Filing Description:

This is a filing of new forms for optional Living Benefit Riders that replace previously-approved rider forms, an Amendment form to be used with previously-approved death benefit riders, and an Application form that will replace a previously-approved application form. These forms will be effective upon the later of: May 1, 2010, or approval by the Department.

This submission does not contain any unusual or possibly controversial items from normal industry standards.

SERFF Tracking Number: CUNA-126492939 State: Arkansas
Filing Company: CUNA Mutual Insurance Society State Tracking Number: 44792
Company Tracking Number: 2010-INGLWB ET. AL.
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: MEMBERS Variable Annuity III
Project Name/Number: 2010 May VAIII Enhancements/2010-INGLWB et. al.

The forms attached to the Forms Schedule are for your examination and approval. They are new forms, in final print, with the exception of ink, font style, paper stock, logo, and variably-bracketed areas as supported by the Statement of Variables included with the filing. They will be used with Individual Flexible Premium Deferred Variable Annuity, base contract form 2004-VA. This product may be issued to ages 0-85 as a qualified or non-qualified plan. It is marketed for retirement planning purposes primarily via face-to-face registered representatives, although our call marketing area may be involved for in-bound calls.

NOTE: The previously-approved form numbers referenced throughout this filing description are “base” form numbers. Please refer to the “Previous Form Approval Document” attached to the Supporting Documentation tab for specific details on form numbers, approval dates, and filing numbers (if available) applicable to your jurisdiction.

Guaranteed Lifetime Withdrawal Benefit (GLWB); Rider Forms 2010-INGLWB and 2010-INGLWB-MG:
These new rider forms replace previously-approved base rider form numbers 2009-INGLWB and 2009-INGLWB-MG, respectively. Form 2010-INGLWB will be used only when converting an existing Guaranteed Minimum Accumulation Benefit Rider to a GLWB Rider. Form 2010-INGLWB-MG will be used with newly issued contracts, and unlike the form used for conversions, includes a minimum guarantee death benefit. These GLWB riders guarantee a specified annual lifetime withdrawal amount payable to a covered person and/or joint covered person regardless of the contract value. Both riders include a step-up option. If a step-up occurs, the withdrawal percentage rate will be reset based on the covered person’s age as of the step-up date, resulting in an increased rate. Both riders also include a simple interest benefit with interest currently set at 3%. The simple interest benefit remains in effect until the first lifetime withdrawal or the 10th anniversary, if earlier. These riders are available to issue ages 55-85 for an additional charge of .95%. This benefit is referred to as the “Income Now Income Protector” on the Application form.

The primary differences between the new forms and the forms they replace include: a decrease in the annual rider charge from 1.05% to .95%; changing language to refer to a GLWB owner as a covered person and allowing an eligible joint covered person to be named; adding a continuation benefit that allows a joint covered person to elect to continue the contract (subject to IRC 72(s) limitations); changing Benefit Allocation Plan offerings available to these riders; and adding a foundation account. The foundation account is a subaccount of the variable account. Depending on the risk tolerance of the Benefit Allocation Plan selected by the owner, a portion of the purchase payment may be required to be allocated to the foundation account. For example, if the owner elects the Aggressive Growth Model Benefit Allocation Plan, 30% of the purchase payment must be allocated to the foundation account. The Application form states the required percentages to the foundation account for each Benefit Allocation Plan. Requiring allocation to the foundation account as a condition of these riders allows the Company to manage risk and offer the guarantees of the benefits at a competitive cost.

Guaranteed Lifetime Withdrawal Benefit (GLWB); Rider Forms 2010-ILGLWB and 2010-ILGLWB-MG:
These new rider forms replace previously-approved base rider form numbers 2009-ILGLWB and 2009-ILGLWB-MG, respectively. Form 2010-ILGLWB will be used only when converting an existing Guaranteed Minimum Accumulation

SERFF Tracking Number: CUNA-126492939 State: Arkansas
Filing Company: CUNA Mutual Insurance Society State Tracking Number: 44792
Company Tracking Number: 2010-INGLWB ET. AL.
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: MEMBERS Variable Annuity III
Project Name/Number: 2010 May VAIII Enhancements/2010-INGLWB et. al.

Benefit Rider to a GLWB Rider. Form 2010-ILGLWB-MG will be used only with newly issued contracts, and unlike the form used for conversions, includes a minimum guarantee death benefit. These GLWB riders guarantee a specified annual lifetime withdrawal amount payable to a covered person and/or a joint covered person regardless of the contract value. Both riders include a step-up option and a simple interest benefit with interest currently set at 7.5%. The simple interest benefit remains in effect until the first lifetime withdrawal or the 10th anniversary, if earlier. If a step-up occurs before the 10th anniversary, the simple interest benefit will continue in effect on each of the 10 anniversaries following the step-up (up until the 20th rider anniversary), or until the first lifetime withdrawal, if earlier. Both riders also include a one-time withdrawal feature. This one-time withdrawal (referred to as a "non-lifetime withdrawal") may be taken before lifetime withdrawals under the rider begin. These riders are available to issue ages 50-85 for an additional charge of .95%. This benefit is referred to as the "Income Later Income Protector" on the Application form.

The primary differences between the new forms and the forms they replace include: a decrease in the annual rider charge from 1.05% to .95%; lowering the issue age from age 55 to age 50 (thus adding an additional Annual Withdrawal Benefit Percentage age band from ages 50-54); adding language to clarify the effect of an excess withdrawal

on the Simple Interest Benefit; changing language to refer to a GLWB owner as a covered person and allowing an eligible joint covered person to be named; adding a continuation benefit that allows a joint covered person to elect to continue the contract (subject to IRC 72(s) limitations); changing Benefit Allocation Plan offerings available to these riders; and adding a foundation account. The foundation account is a subaccount of the variable account. Depending on the risk tolerance of the Benefit Allocation

Plan selected by the owner, a portion of the purchase payment may be required to be allocated to the foundation account. For example, if the owner elects the Aggressive Growth Model Benefit Allocation Plan, 30% of the purchase payment must be allocated to the foundation account. The Application form states the required percentages to the foundation account for each Benefit Allocation Plan. Requiring allocation to the foundation account as a condition of these riders allows the Company to manage risk and offer the guarantees of the benefits at a competitive cost.

Guaranteed Minimum Accumulation Benefit Rider with 10-Year Benefit Period (GMAB); Rider Form 2010-GMAB-10: This new rider form replaces previously-approved base rider form numbers 2008-GMAB-7 and 2008-GMAB-10. (Form 2008-GMAB-7 provided a 7-year benefit period and the Company did not create a new 7-year benefit rider form as it will not market a 7-year benefit period option in the future.)

This form provides a guarantee of contract value at the expiration date of the 10-year benefit period. This rider is available to issue ages 0-85 for an additional charge of 1.05%.

The primary differences between the new form and the forms it replaces include: adding a new provision stating that a change of owner will result in termination of the rider; eliminating the return of rider charges feature at the end of the benefit period in the event the contract value exceeds the benefit basis; changing the available investment option

SERFF Tracking Number: CUNA-126492939 State: Arkansas
Filing Company: CUNA Mutual Insurance Society State Tracking Number: 44792
Company Tracking Number: 2010-INGLWB ET. AL.
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: MEMBERS Variable Annuity III
Project Name/Number: 2010 May VAIII Enhancements/2010-INGLWB et. al.

offerings; and adding a foundation account. The foundation account is a subaccount of the variable account. Depending on the risk tolerance of the Benefit Allocation Plan selected by the owner, a portion of the purchase payment may be required to be allocated to the foundation account. For example, if the owner elects the Aggressive Growth Benefit Allocation Plan, 30% of the purchase payment must be allocated to the foundation account. The Application form states the required percentages to the foundation account for each Benefit Allocation Plan. Requiring allocation to the foundation account as a condition of these riders allows the Company to manage risk and offer the guarantees of the benefits at a competitive cost.

Amendment To Death Benefit Rider; Amendment Form 2010-VAIII-DBAMEND:

This Amendment form is used with the following previously-approved base Death Benefit Rider forms: Maximum Anniversary Value Death Benefit Rider, form 2004-MAV-RV1; 3% Annual Guarantee Death Benefit Rider, form 2004-3AG-RV1; Earnings Enhanced Death Benefit Rider, form 2004-EE-RV1; and Spouse Beneficiary Death Benefit Rider, form 2006-SPDB-RV1.

This form amends these death benefit riders in their Rider Charges section to indicate the rider charge will be deducted from the contract value in all investment options, "except the foundation account". The Amendment then goes on to add a new provision of "What is the foundation account". This amendment language is necessary when issuing these death benefit riders on contracts that also have a GMAB attached, or when converting a GMAB rider to a GLWB rider made available for conversions (base rider forms 2010-INGLWB and 2010-ILGLWB). The Amendment will be issued in these cases. (Note: As stated on the Application form, death benefit riders may not be issued in conjunction with new issues of contracts where a GLWB, as provided by base forms 2010-INGLWB-MG or 2010-ILGLWB-MG is also elected.)

Flexible Premium Deferred Variable Annuity Application; Form VAAPP-2010:

This new application form replaces previously-approved base forms VAAPP-2009 and VAAPP-2009-ALLOC (separate form providing investment option allocation elections).

This Application form will be used to issue this product and the new benefits of this filing.

The primary differences between the new form and the forms it replaces include: incorporating the Allocations Page into the main application and revising the allocations to reflect investment option offerings for the product and living benefit riders effective for May 2010; adding a Non-qualified Beneficiary plan type; expanding on the Living Benefits Section to support the new Living Benefit riders of this filing; section re-arranging; and other minor revisions/improvements for ease of doing business. Upon approval, this form will be available via paper application packages and available to be printed through a secured site on the internet where agents and home office personnel will have the option to complete fields within the application on-line. As fields are completed, sections may be expanded to accommodate information applicable to each section. The form will then be printed on paper and a wet signature obtained. When technology permits, the process may include electronic signature capabilities.

SERFF Tracking Number: CUNA-126492939 State: Arkansas
 Filing Company: CUNA Mutual Insurance Society State Tracking Number: 44792
 Company Tracking Number: 2010-INGLWB ET. AL.
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: MEMBERS Variable Annuity III
 Project Name/Number: 2010 May VAIII Enhancements/2010-INGLWB et. al.

To aid in your review of this filing, the following documents are attached to the Supporting Documentation Tab:

- Comparison (“Red-lined”) Documents showing the changes in the new forms to the previously-approved forms;
- A Statement of Variables;
- A “Previous Form Approval Document”; and
- An Actuarial Memorandum

These forms were written to be readable and easily understood by insureds. Although this is a variable product, subject to federal requirements and review, a flesch score is still being provided. The forms were scored with the Variable Annuity product stated below to achieve a flesch score of 48.

Thank you for your attention to this submission.

Company and Contact

Filing Contact Information

Kathy Strauser, kathy.strauser@cunamutual.com
 2000 Heritage Way 319-483-3510 [Phone]
 Waverly, IA 50677

Filing Company Information

CUNA Mutual Insurance Society CoCode: 62626 State of Domicile: Iowa
 2000 Heritage Way Group Code: 306 Company Type:
 Waverly, IA 50677 Group Name: State ID Number:
 (319) 352-4090 ext. [Phone] FEIN Number: 39-0230590

Filing Fees

Fee Required? Yes
 Fee Amount: \$140.00
 Retaliatory? No
 Fee Explanation: \$20 per form x 7 forms = \$140.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
CUNA Mutual Insurance Society	\$140.00	02/10/2010	34113149

SERFF Tracking Number: CUNA-126492939 State: Arkansas
Filing Company: CUNA Mutual Insurance Society State Tracking Number: 44792
Company Tracking Number: 2010-INGLWB ET. AL.
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
Product Name: MEMBERS Variable Annuity III
Project Name/Number: 2010 May VAIII Enhancements/2010-INGLWB et. al.

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/16/2010	02/16/2010

SERFF Tracking Number: CUNA-126492939 *State:* Arkansas
Filing Company: CUNA Mutual Insurance Society *State Tracking Number:* 44792
Company Tracking Number: 2010-INGLWB ET. AL.
TOI: A031 Individual Annuities - Deferred Variable *Sub-TOI:* A031.002 Flexible Premium
Product Name: MEMBERS Variable Annuity III
Project Name/Number: 2010 May VAIII Enhancements/2010-INGLWB et. al.

Disposition

Disposition Date: 02/16/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: CUNA-126492939 State: Arkansas
 Filing Company: CUNA Mutual Insurance Society State Tracking Number: 44792
 Company Tracking Number: 2010-INGLWB ET. AL.
 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium
 Product Name: MEMBERS Variable Annuity III
 Project Name/Number: 2010 May VAIII Enhancements/2010-INGLWB et. al.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Previous Form Approval Document		Yes
Supporting Document	Red-Lined Documents Showing Changes In New Forms to Old Forms		Yes
Supporting Document	Statement of Variables		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider With Minimum Guarantee Death Benefit		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider With Minimum Guarantee Death Benefit		Yes
Form	Guaranteed Minimum Accumulation Benefit Rider with 10-Year Benefit Period		Yes
Form	Amendment to Death Benefit Rider		Yes
Form	Flexible Premium Deferred Variable Annuity Application		Yes

SERFF Tracking Number: CUNA-126492939 State: Arkansas
 Filing Company: CUNA Mutual Insurance Society State Tracking Number: 44792
 Company Tracking Number: 2010-INGLWB ET. AL.
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: MEMBERS Variable Annuity III
 Project Name/Number: 2010 May VAIII Enhancements/2010-INGLWB et. al.

Form Schedule

Lead Form Number: 2010-INGLWB

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	2010-INGLWB	Policy/Cont	Guaranteed Lifetime ract/Fratern Withdrawal Benefit al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		48.000	2010-INGLWB.pdf
	2010-INGLWB-MG	Policy/Cont	Guaranteed Lifetime ract/Fratern Withdrawal Benefit al Rider With Minimum Certificate: Guarantee Death Amendmen Benefit t, Insert Page, Endorseme nt or Rider	Initial		48.000	2010-INGLWB-MG.pdf
	2010-ILGLWB	Policy/Cont	Guaranteed Lifetime ract/Fratern Withdrawal Benefit al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		48.000	2010-ILGLWB.pdf
	2010-ILGLWB-MG	Policy/Cont	Guaranteed Lifetime ract/Fratern Withdrawal Benefit al Rider With Minimum Certificate: Guarantee Death	Initial		48.000	2010-ILGLWB-MG.pdf

SERFF Tracking Number: CUNA-126492939 State: Arkansas
 Filing Company: CUNA Mutual Insurance Society State Tracking Number: 44792
 Company Tracking Number: 2010-INGLWB ET. AL.
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: MEMBERS Variable Annuity III
 Project Name/Number: 2010 May VAIII Enhancements/2010-INGLWB et. al.

	Amendmen Benefit t, Insert Page, Endorseme nt or Rider			
2010- GMAB-10	Policy/Cont Guaranteed ract/Fratern Minimum al Accumulation Benefit Certificate: Rider with 10-Year Amendmen Benefit Period t, Insert Page, Endorseme nt or Rider	Initial	48.000	2010-GMAB- 10.pdf
2010-VAIII- DBAMEND	Policy/Cont Amendment to Death ract/Fratern Benefit Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	48.000	2010-VAIII- DBAMEND.p df
VAAPP- 2010	Application/ Flexible Premium Enrollment Deferred Variable Form Annuity Application	Initial	48.000	vaapp-2010 with brackets.pdf

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER

RIDER SECTION 1.

DEFINITIONS

1.1 What are the most commonly used terms and what do they mean?

benefit allocation plan – one or more specific subaccounts of the variable account, a fixed account or a model allocation of subaccounts of the variable account to which contract value must be allocated while this rider is in effect. The benefit allocation plan you selected is shown on the Rider Data Page.

covered person(s) – the person(s) whose life/lives determine(s) the benefits described in this Rider. The primary covered person and joint covered person, if any, are shown on the Rider Data Page.

current age – the covered person's age as of his or her last birthday.

excess withdrawal – a withdrawal that either by itself or when added to all other withdrawals during a rider year, exceeds the GALWA. The amount that is in excess of the GALWA is considered the excess withdrawal amount. See Rider Section 8.1.

foundation account – a subaccount of the variable account that is part of certain benefit allocation plans. The benefit allocation plan you select will determine the required allocation percentage, if any, to the foundation account.

guaranteed annual lifetime withdrawal amount (GALWA) – the maximum amount you may withdraw each rider year while a covered person is alive regardless of your contract value.

lifetime benefit basis (LBB) – the value used to determine the GALWA. It may increase annually while the simple interest benefit and/or step-up options are in effect as described in Rider Section 7.5. It will be reduced if an excess withdrawal occurs and the withdrawal(s) during a rider year are more than the GALWA. See Rider Section 8.2.

lifetime withdrawal(s) – specified annual withdrawal(s) taken under the terms of this rider.

rider anniversary – the same day and month as the rider issue date for each year this rider remains in force.

rider issue date – the date shown on the Rider Data Page that is used to determine rider years and rider anniversaries.

rider year – any twelve-month period beginning on a rider issue date or a rider anniversary and ending one day before the next rider anniversary.

spouse – a spouse as defined under the federal Defense of Marriage Act ("DOMA"), 28 U.S.C. §1738C, enacted in 1996, DOMA defines "marriage" as "a legal union between one man and one woman as husband and wife", and "spouse" as "a person of the opposite sex who is a husband or a wife."

simple interest benefit basis (SIBB) – a value calculated solely for purposes of this rider to determine your LBB on each rider anniversary that the simple interest benefit is in effect. See Rider Section 7.3 for a description of how the SIBB is determined.

2.1 What is our agreement with you?

Our agreement with you includes this rider as a part of the contract to which it is attached. The provisions of the contract apply to this rider unless they conflict with the rider. If there is a conflict, the rider provision will apply. Nothing in this rider is intended to override the "Death of Annuitant" and/or "Owner" provisions of the contract to which this rider is attached; and in all events this rider will be interpreted in a manner consistent with Section 72(s) of the Internal Revenue Code. The issue date for this rider is shown on the Rider Data Page.

We promise to provide the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met.

2.2 What are the eligibility requirements and the benefit provided by this rider?

To be eligible for this rider:

- a.) the covered person(s) must be no younger than 55 and no older than age 85 on the rider issue date;
- b.) the primary covered person:
 - 1.) must be designated as the owner and annuitant; or
 - 2.) must be designated as the annuitant if the owner is not a natural person;
- c.) a joint covered person may be designated only if:
 - 1.) the primary covered person is the owner and annuitant; and
 - 2.) the co-annuitant, if any, is the primary covered person's spouse at the time of conversion to this rider;
- d.) the joint covered person, if any:
 - 1.) must be designated at the time of conversion to this rider;
 - 2.) must be the primary covered person's spouse at the time of conversion to this rider; and
 - 1.) must be designated as the sole primary beneficiary at the time of conversion to this rider.

This rider is not available if the plan type for the contract to which this rider is attached is classified as a Beneficiary IRA or Non-qualified Beneficiary contract. The terms "Beneficiary IRA" or "Non-qualified Beneficiary" contract refer to a contract that has been inherited by a beneficiary upon the death of the contract holder.

Once issued, this rider provides for a guaranteed lifetime withdrawal benefit as described in this rider.

2.3 What is the Automatic Personal Portfolio Rebalance Service and is it required?

The Automatic Personal Portfolio Rebalancing Service ("rebalancing") automatically transfers contract value between subaccounts (other than the foundation account) in order to achieve a particular percentage allocation of contract value among such subaccounts.

Rebalancing is required as a condition of this rider if the benefit allocation plan you selected includes two or more subaccounts, other than the foundation account. Rebalancing will occur automatically on an annual basis, on each contract anniversary, unless you elect a more frequent mode. The foundation account will not be rebalanced.

2.4 What happens if you change ownership of your contract?

If the owner is a natural person, then he or she must also be designated as the annuitant and the primary covered person, as described in Rider Section 2.2. We will not allow a primary covered person to be changed after the rider issue date for any reason, as described in Rider Section 2.6. Therefore, we will not allow an owner who is a natural person to be changed after the rider issue date for any reason.

If the owner is not a natural person and ownership of the contract to which this rider is attached is changed:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the LBB will be the LBB as of the valuation day immediately preceding the ownership change effective date, for the sole purpose of calculating the rider charge from the date ownership was changed to the date of termination; and
- c.) as of the ownership change effective date:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 6 will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a lifetime withdrawal under this rider;
 - 2.) the step-up option described in Rider Section 7.4 will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 7.2 will no longer be in effect.

If the ownership change effective date occurs on any date following completion of the minimum charge period, this rider will automatically terminate as of that date.

2.5 Can you change your beneficiary?

You can change your beneficiary as described in the contract to which this rider is attached. However, changing your beneficiary may negatively impact the benefit provided by this rider. For example, if there is a joint covered person, the joint covered person must be your spouse and we require that he or she be designated as the sole primary beneficiary at the time of application. If you later change your beneficiary to someone other than your spouse, then he or she will not be eligible for the continuation benefit described in Rider Section 9. Careful consideration should be given before changing your beneficiary.

2.6 Can a covered person be changed?

The primary covered person can not be changed after the rider issue date for any reason.

A joint covered person can not be changed or added after the rider issue date for any reason. A joint covered person can be removed only if:

- a.) no withdrawals have occurred since the rider issue date; and
- b.) we are provided proof of death, divorce, annulment or dissolution of the marriage between the primary covered person and joint covered person.

Once a joint covered person has been removed, a subsequent spouse can not be added as a new joint covered person.

In the event of a divorce, the benefit provided by this rider can not be divided as part of the divorce settlement or judgment.

2.7 When will this rider terminate?

Elective termination of this rider prior to the end of the minimum charge period is not allowed. The minimum charge period is shown on the Rider Data Page.

This rider will automatically terminate on the earliest of:

- a.) the payout date;
- b.) the date you surrender your contract;
- c.) the date due proof of death of the last surviving annuitant is received; or
- d.) the date due proof of death of the primary covered person is received if:
 - 1.) there is a surviving joint covered person (who is not also a co-annuitant); and
 - 2.) he or she is not eligible to continue the contract under the continuation benefit, as described in Rider Section 9; or
 - 3.) he or she does not elect to continue the contract under the continuation benefit, as described in Rider Section 9.

This rider will also terminate if the investment restrictions are violated, as described in Rider Section 3.1, or if you change ownership of the contract to which this rider is attached as described in Rider Section 2.4.

2.8 Is notification of a covered person's death required?

It is important that we are notified of the death of a covered person. The benefit provided by this rider (the GALWA) is determined by multiplying the LBB by an annual withdrawal benefit percentage. The annual withdrawal percentage is based on the age of the youngest covered person and the number of covered persons (1 or 2) living on the date that the first lifetime withdrawal occurs.

We are not responsible for any misdirected payments that result from failure to promptly notify us of any such death.

RIDER SECTION 3.

INVESTMENT RESTRICTIONS

3.1 Are there any investment restrictions?

In order to provide the guarantee described by this rider, we require use of an available benefit allocation plan for your contract value and for allocation of your net purchase payments. The benefit allocation plan you select may include the foundation account. There are certain additional requirements applicable to the foundation account. See Rider Section 3.3.

A violation of the investment restrictions occurs if:

- a.) your contract value is transferred to an investment option other than an available benefit allocation plan; or
- b.) there is a change in allocation to an investment option other than an available benefit allocation plan; or
- c.) you request a partial withdrawal from the foundation account before the value in all other investment options is exhausted.

Subject to any notice, approval or consent required by applicable law, we reserve the right to:

- a.) add benefit allocation plans without prior notice;
- b.) remove or substitute benefit allocation plans; and
- c.) substitute investment options within an available benefit allocation plan.

You will be notified in advance of any substitution, removal or other change to your ability to use a benefit allocation plan that you selected.

3.2 What happens if the investment restrictions are violated?

If the investment restrictions are violated during the minimum charge period:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the LBB will be the LBB as of the valuation day immediately preceding the violation for the sole purpose of calculating the rider charge from the date of the violation to the date of termination; and
- c.) as of the date of the violation:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 6 will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a lifetime withdrawal under this rider;
 - 2.) the step-up option described in Rider Section 7.4 will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 7.2 will no longer be in effect.

If the investment restrictions are violated on any date following completion of the minimum charge period, this rider will automatically terminate as of the date the violation occurred.

3.3 What additional requirements apply to the foundation account?

If you request a transfer and the foundation account is required as part of the benefit allocation plan into which you elect to transfer, we require allocation of a specific dollar amount to the foundation account at that time. See Rider Section 5.3.

If the LBB is stepped-up and the foundation account is part of the benefit allocation plan then in effect, we require allocation of a specific dollar amount to the foundation account at that time. See Rider Section 7.5.

RIDER SECTION 4.

RIDER CHARGES

4.1 Is there a charge for this rider?

There is an annual charge for this rider. The annual charge is determined by multiplying the rider charge rate by the average daily LBB for the prior contract year. The LBB as of each calendar day will be used to calculate the average daily LBB for the prior contract year.

The initial rider charge rate is shown on the Rider Data Page. We reserve the right to change the rider charge rate if the step-up option is in effect and a step-up occurs. The rider charge rate will not exceed the maximum rider charge rate shown on the Rider Data Page.

During the accumulation period, this charge will be deducted pro-rata from your contract value in all investment options except the foundation account. If there is insufficient value in such investment options, the charge will be deducted from the contract value in all investment options including the foundation account.

The rider charge will be deducted on each contract anniversary.

The rider charge will also be deducted upon:

- a.) full surrender of the contract;
- b.) termination of the rider after expiration of the minimum charge period;
- c.) payment of death proceeds; or
- d.) the start of payments under an income payout option, if not on a contract anniversary.

Any charge for a partial year will be in proportion to the number of days since the prior contract anniversary.

RIDER SECTION 5. PURCHASE PAYMENTS AND TRANSFERS

5.1 Can you change the allocation of net purchase payments?

You may change the allocation of subsequent net purchase payments to one of the other available benefit allocation plans at any time, without charge by written request. Any change will be effective at the time we receive your written request. However, your contract value at the time of such request must also be transferred to the benefit allocation plan selected as described in Rider Section 5.3.

Changing allocation to an investment option other than an available benefit allocation plan during a benefit period is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

5.2 How will additional purchase payments made to your contract affect the LBB?

Additional purchase payments that are made after the rider issue date will increase your contract value, but will not increase your LBB.

5.3 Can contract value be transferred?

You may transfer your contract value to any benefit allocation plan that we make available. If a transfer is requested and the foundation account is required as part of the benefit allocation plan into which you elect to transfer, we require allocation of a specific dollar amount to the foundation account. The dollar amount that must be allocated to the foundation account is equal to the LBB (as of the transfer date) multiplied by the foundation account allocation percentage required for the benefit allocation plan selected. The required dollar amount will be transferred to the foundation account from the other subaccount values first (on a pro-rata basis) then from any DCA fixed periods, if applicable, from oldest to newest. The remaining contract value (after deducting the required dollar amount) will be transferred to all other subaccounts included in the benefit allocation plan selected in proportion to the allocation percentage required for each subaccount.

Transferring your contract value to an investment option other than an available benefit allocation plan is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

RIDER SECTION 6. GUARANTEED LIFETIME WITHDRAWAL BENEFIT

6.1 What is the guaranteed lifetime withdrawal benefit?

The guaranteed lifetime withdrawal benefit guarantees that you may take lifetime withdrawals under this rider regardless of your contract value.

All withdrawals under this rider are also partial withdrawals under the contract to which this rider is attached. Partial withdrawals will occur on a pro-rata basis (unless you designate otherwise) from all investment options other than the foundation account until the value in such investment options is exhausted. A partial withdrawal from the foundation account before the value in all other investment options is exhausted is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

6.2 When can lifetime withdrawals be made?

You may begin making lifetime withdrawals under this rider at any time on or after the rider issue date.

6.3 What amount can be withdrawn under this rider as a lifetime withdrawal?

You can withdraw up to the GALWA each rider year on or after the rider issue date.

The GALWA is determined by multiplying the LBB at the time the lifetime withdrawal occurs by the annual withdrawal benefit percentage shown on the Rider Data Page. The percentage is based on the youngest covered person's current age at the time the first lifetime withdrawal occurs.

If a step-up occurs after the first lifetime withdrawal, the percentage will be based on the youngest covered person's current age at the time of the step-up. This will result in an increase to the annual withdrawal benefit percentage. If one of the covered persons is deceased at the time of the step-up and he or she was the youngest covered person while living, then the percentage will be based on the age the deceased would have been had he or she been living at the time of the step-up.

If you withdraw more than the GALWA (an excess withdrawal), the LBB will be adjusted and the GALWA will be reduced. See Rider Section 8.2.

6.4 What happens if a lifetime withdrawal causes your contract value to be equal to or less than zero?

If a lifetime withdrawal under the terms of this rider causes your contract value to be equal to or less than zero:

- a.) the accumulation period under your contract will end and the payout period will automatically begin;
- b.) the remaining lifetime withdrawals under this rider will occur under an income payout option that we make available for that purpose; and
- c.) all other riders attached to your contract, if any, will terminate.

6.5 What happens on the anticipated payout date?

If lifetime withdrawals have begun and will continue past the anticipated payout date:

- a.) we may not accept any additional purchase payments;
- b.) we will extend your payout date in order to continue providing lifetime withdrawals under the terms of this rider; and
- c.) all other riders attached to your contract, if any, will terminate.

If lifetime withdrawals have not begun as of the anticipated payout date, you may change the payout date by written request, as described in the contract to which this rider is attached. If the payout date is extended, we may not accept additional purchase payments, and all other riders attached to your contract, if any, will terminate. If the payout date is not changed, we will use the anticipated payout date as your payout date and this rider will terminate, as described in Rider Section 2.7.

The anticipated payout date is shown on the data page for the contract to which this rider is attached.

RIDER SECTION 7.

LIFETIME BENEFIT BASIS

7.1 How is the LBB determined?

The LBB as of the rider issue date is shown on the Rider Data Page.

The LBB may increase on each rider anniversary that the simple interest benefit and/or the step-up option are in effect. See Rider Section 7.5.

If an excess withdrawal occurs, your LBB will be adjusted and the GALWA will be reduced. See Rider Section 8.2.

7.2 What is the simple interest benefit and when is it in effect?

The simple interest benefit is a benefit that may increase the LBB on each rider anniversary that it is in effect as described in Rider Section 7.5. For purposes of determining your LBB while the simple interest benefit is in effect, a value, referred to as the SIBB, is calculated on each rider anniversary, as described in Rider Section 7.3.

The simple interest benefit is in effect on each of the first ten (10) rider anniversaries, provided no investment violations and no lifetime withdrawals have occurred since the rider issue date. This benefit will remain in effect until the earliest of:

- a.) your first lifetime withdrawal following the rider issue date; or
- b.) your 10th rider anniversary; or
- c.) the date you violate the investment restrictions, as described in Rider Section 3.1; or
- d.) the date you change ownership of the contract to which this rider is attached.

While the simple interest benefit is in effect, it may increase your LBB (and therefore your lifetime withdrawals under this rider); however, it will not increase your contract value.

7.3 How is the SIBB determined?

The SIBB on your rider issue date is equal to the LBB as of that date. On each rider anniversary that the simple interest benefit is in effect an annual credit is applied to increase the SIBB.

The annual credit is equal to the SIBB Rate shown on the Rider Data Page multiplied by the LBB at the end of the first rider year.

See Rider Section 7.2 for a description of when the simple interest benefit is in effect.

7.4 What is the step-up option?

The step-up option, if elected, is a benefit that may increase the LBB on each rider anniversary that it is in effect as described in Rider Section 7.5.

Once elected, the step-up option will remain in effect until the earliest of the following:

- a.) the rider anniversary on or following the youngest covered person's 85th birthday;
- b.) the date you terminate the option by written request;
- c.) the date you violate the investment restrictions, as described in Rider Section 3.1; or
- d.) the date you change ownership of the contract to which this rider is attached.

You may not re-elect the step-up option once it has been terminated. Step-ups will only be allowed if we are issuing new Guaranteed Lifetime Withdrawal Benefit Riders on the date of the step-up. Your annual report will indicate if the step-up option is in effect during the report period.

If you did not elect the automatic step-up option at the time of application, you may do so at a later date by written request. Step-ups will then begin automatically on the rider anniversary following receipt of your written request and will continue on each rider anniversary that the option is in effect.

7.5 How is the LBB determined when the simple interest option and/or the step-up option are in effect?

On each rider anniversary that the simple interest benefit and/or the step-up option are in effect, the LBB will be determined as follows:

a.) If both the simple interest benefit and the step-up option are in effect, the LBB for that rider anniversary will be compared to the following amounts:

- 1.) the SIBB as of that rider anniversary; and
- 2.) the current contract value as of that rider anniversary.

If 1.) and/or 2.) is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the greatest amount.

If both 1.) and 2.) are lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

b.) If the step-up option is in effect, but the simple interest benefit is not in effect, the LBB for that rider anniversary will be compared to the current contract value as of that rider anniversary.

If the contract value is greater than the LBB for that rider anniversary, the LBB will be increased (stepped-up) to be equal to the contract value.

If the contract value is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

c.) If the simple interest benefit is in effect, but the step-up option is not in effect, the LBB for that rider anniversary will be compared to the SIBB as of that rider anniversary.

If the SIBB is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the SIBB.

If the SIBB is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

If the LBB is stepped-up and the foundation account is required as part of the benefit allocation plan then in effect, we require allocation of a specific dollar amount to the foundation account at that time. The dollar amount that must be allocated to the foundation account is equal to the LBB (as of the step-up date) multiplied by the foundation account allocation percentage for the benefit allocation plan then in effect. Any required increase to the value in the foundation account will be transferred first from the other subaccount values on a pro-rata basis, then from any DCA fixed periods, if applicable, from oldest to newest. We reserve the right to waive this requirement. Waiver of this requirement will be administered on a non-discriminatory basis.

7.6 Will the simple interest benefit and/or the step-up option affect the annual charge for this rider?

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any increase to your LBB as a result of the simple interest benefit or step-up option will also increase the annual charge for this rider.

If the step-up option is in effect and a step-up occurs, the rider charge rate may differ from the initial rider charge rate, but will not exceed the maximum rider charge rate shown on the Rider Data Page. Any change in the rider charge rate will also affect the annual charge for this rider. See Rider Section 4.1.

RIDER SECTION 8.

EXCESS WITHDRAWALS

8.1 When does an excess withdrawal occur?

An excess withdrawal occurs if:

- a.) the amount withdrawn during a rider year exceeds the GALWA; or
- b.) the amount withdrawn, when added to prior withdrawals during a rider year, exceeds the GALWA.

The amount withdrawn during a rider year that is in excess of the GALWA is referred to as the "excess withdrawal amount".

8.2 What happens if an excess withdrawal occurs?

If an excess withdrawal occurs, the LBB will be reset to equal the previous LBB reduced by the greater of:

- a.) the excess withdrawal amount; or
- b.) a proportional adjustment amount that is equal to (A) divided by (B), with the result multiplied by (C), where:
 - (A) = the excess withdrawal amount.
 - (B) = the contract value prior to the withdrawal minus the remaining GALWA, if any, at the time of withdrawal. The remaining GALWA is the amount available for withdrawal without exceeding the GALWA.
 - (C) = the LBB prior to the withdrawal.

The GALWA will then be recalculated and reduced, based on the newly reset LBB.

We reserve the right to waive the excess withdrawal treatment described above if the withdrawals are scheduled withdrawals intended to meet IRS required minimum distribution rules. The current prospectus will disclose if such waiver is in effect and any detailed requirements for such waiver.

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any decrease to your LBB will also decrease the annual charge for this rider.

9.1 What is the continuation benefit?

The continuation benefit allows an eligible joint covered person (who is not a co-annuitant) to elect to continue the contract in lieu of receiving the death benefit proceeds. Such continuation is subject to the limitations and requirements of Internal Revenue Code §72(s).

A joint covered person is eligible for this benefit only if he or she was the deceased covered person's spouse and sole primary beneficiary of the contract as of the date of death.

A joint covered person who is eligible for the continuation benefit must elect the benefit within sixty (60) days of our receipt of due proof of the covered person's death. Upon election of this benefit, the joint covered person will continue to receive the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met. The Spouse Beneficiary Death Benefit Rider (Spouse/Partner Death Benefit Rider in some states), if any, will terminate upon election of this benefit due to the death of the primary covered person.

This benefit may be exercised only one time.

9.2 What happens if the joint covered person is not eligible for the benefit or the benefit is not elected?

If the joint covered person is not eligible for the continuation benefit or the benefit is not elected by an eligible joint covered person:

- a.) the death benefit proceeds will be paid in accordance with the terms of the contract; and
- b.) the contract, including this rider, will terminate.

CUNA Mutual Insurance Society



President

GUARANTEED LIFETIME WITHDRAWAL BENEFIT

PRIMARY COVERED PERSON

[John Doe]

ISSUE AGE

[35]

JOINT COVERED PERSON

[Jane Doe]

ISSUE AGE

[35]

OWNER(S)

[John Doe]

RIDER ISSUE DATE

[May 31, 2010]

Lifetime Benefit Basis (LBB): [\$100,000]

Simple Interest Benefit Basis Rate (SIBB Rate): [3.0%]

Initial Rider Charge Rate: [0.95%]

Minimum Charge Period: [May 31, 2010 – May 31, 2017]

Maximum Rider Charge Rate: 1.75%

Annual Withdrawal Benefit Percentage:

Single Covered Person
Age at First Withdrawal or Step-Up

<u>Current Age</u>	<u>Percentage</u>
55	4.1%
56	4.2%
57	4.3%
58	4.4%
59	4.5%
60	4.6%
61	4.7%
62	4.8%
63	4.9%
64	5.0%
65	5.1%
66	5.2%
67	5.3%
68	5.4%
69	5.5%
70	5.6%
71	5.7%
72	5.8%
73	5.9%
74	6.0%
75	6.1%
76	6.2%
77	6.3%
78	6.4%
79	6.5%
80	6.6%
81	6.7%
82	6.8%
83	6.9%
84	7.0%
85+	7.1%

Joint Covered persons
Age of Youngest Covered person at First Withdrawal or Step-Up

<u>Current Age</u>	<u>Percentage</u>
55	3.6%
56	3.7%
57	3.8%
58	3.9%
59	4.0%
60	4.1%
61	4.2%
62	4.3%
63	4.4%
64	4.5%
65	4.6%
66	4.7%
67	4.8%
68	4.9%
69	5.0%
70	5.1%
71	5.2%
72	5.3%
73	5.4%
74	5.5%
75	5.6%
76	5.7%
77	5.8%
78	5.9%
79	6.0%
80	6.1%
81	6.2%
82	6.3%
83	6.4%
84	6.5%
85+	6.6%

If only one covered person is living at the time of the first withdrawal, the percentages shown above will be increased by [0.50%]; and the percentage used will be based on the surviving covered person's current age at the time of the first withdrawal. If one of the covered persons is deceased at the time of step-up see Rider Section 6.3.

Benefit Allocation Plan: The required allocation % to the foundation account, if any, is shown in the Allocation % - Foundation Account column. The Allocation % - Excluding the Foundation Account column below totals to 100% for purposes of rebalancing, as described in Rider Section 2.3.

<p><u>Allocation % - Foundation Account</u> 0% Foundation Account - Bond</p>	<p><u>Allocation % - Excluding the Foundation Account</u> 100% Diversified Income OR 100% Conservative Allocation</p>
<p><u>Allocation % - Foundation Account</u> 10% Foundation Account - Bond</p>	<p><u>Allocation % - Excluding the Foundation Account</u> 100% Moderate Allocation OR 100% BlackRock Global Allocation</p>
<p><u>Allocation % - Foundation Account</u> 0% Foundation Account - Bond</p>	<p><u>Allocation % - Excluding the Foundation Account</u> Risk-Managed Funds Model: 20% Conservative Allocation 45% Moderate Allocation 15% Equity Income 10% Bond 10% Diversified Income</p>
<p><u>Allocation % - Foundation Account</u> 0% Foundation Account - Bond</p>	<p><u>Allocation % - Excluding the Foundation Account</u> Conservative Growth Model: 14% Large Cap Growth 12% Van Kampen LIT Growth & Income II 5% International Stock 4% Oppenheimer International Growth 2% AIM V.I. Global Real Estate 3% PIMCO VIT CommodityRealReturn Strategy 15% PIMCO VIT Total Return 35% AIM V.I. Government Securities 10% PIMCO VIT Global Bond (Unhedged)</p>
<p><u>Allocation % - Foundation Account</u> 0% Foundation Account - Bond</p>	<p><u>Allocation % - Excluding the Foundation Account</u> Balanced Model: 16% Large Cap Growth 13% Van Kampen LIT Growth & Income II 4% Mid Cap 7% International Stock 5% Oppenheimer International Growth 2% AIM V.I. Global Real Estate 3% PIMCO VIT CommodityRealReturn Strategy 3% Franklin High Income Securities 3% High Income 12% PIMCO VIT Total Return 24% AIM V.I. Government Securities 8% PIMCO VIT Global Bond</p>

Allocation % - Foundation Account
10% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Moderate Growth Model:

- 18% Large Cap Growth
- 14% Van Kampen LIT Growth & Income II
- 5% Mid Cap
- 2% Oppenheimer Main Street Small Cap
- 9% International Stock
- 6% Oppenheimer International Growth
- 3% AIM V.I. Global Real Estate
- 3% PIMCO VIT CommodityRealReturn Strategy
- 3% Franklin High Income Securities
- 6% High Income
- 9% PIMCO VIT Total Return
- 16% AIM V.I. Government Securities
- 6% PIMCO VIT Global Bond

Allocation % - Foundation Account
20% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Growth Model:

- 20% Large Cap Growth
- 15% Van Kampen LIT Growth & Income II
- 6% Mid Cap
- 3% Oppenheimer Main Street Small Cap
- 11% International Stock
- 6% Oppenheimer International Growth
- 4% AIM V.I. Global Real Estate
- 5% PIMCO VIT CommodityRealReturn Strategy
- 3% Franklin High Income Securities
- 6% High Income
- 6% PIMCO VIT Total Return
- 9% AIM V.I. Government Securities
- 6% PIMCO VIT Global Bond

Allocation % - Foundation Account
30% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Aggressive Growth Model:

- 22% Large Cap Growth
- 16% Van Kampen LIT Growth & Income II
- 7% Mid Cap
- 6% Oppenheimer Main Street Small Cap
- 12% International Stock
- 7% Oppenheimer International Growth
- 5% AIM V.I. Global Real Estate
- 5% PIMCO VIT CommodityRealReturn Strategy
- 2% Franklin High Income Securities
- 5% High Income
- 4% PIMCO VIT Total Return
- 5% AIM V.I. Government Securities
- 4% PIMCO VIT Global Bond

Allocation % - Foundation Account

40% Foundation Account - Bond

Allocation % - Excluding the Foundation Account

Custom Portfolio:

Conservative Allocation
Moderate Allocation
Aggressive Allocation
Money Market
Diversified Income
Bond Fund
High Income
Large Cap Value
20% Large Cap Growth
Mid Cap
Small Cap
20% Equity Income
International Stock
PIMCO VIT Total Return
PIMCO VIT Global Bond (Unhedged)
20% Franklin High Income Securities
Franklin Income Securities
Mutual Global Discovery Securities
Oppenheimer Main Street
Oppenheimer Main Street Small Cap
Oppenheimer International Growth
Van Kampen LIT Growth and Income II
20% Van Kampen LIT Mid Cap Growth II
AIM V.I. Government Securities
20% BlackRock Global Allocation

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER WITH MINIMUM GUARANTEE DEATH BENEFIT

RIDER SECTION 1.

DEFINITIONS

1.1 What are the most commonly used terms and what do they mean?

benefit allocation plan – one or more specific subaccounts of the variable account, a fixed account or a model allocation of subaccounts of the variable account to which contract value must be allocated while this rider is in effect. The benefit allocation plan you selected is shown on the Rider Data Page.

covered person(s) – the person(s) whose life/lives determine(s) the benefits described in this Rider. The primary covered person and joint covered person, if any, are shown on the Rider Data page.

current age – the covered person's age as of his or her last birthday.

excess withdrawal – a withdrawal that either by itself or when added to all other withdrawals during a rider year exceeds the GALWA. The amount that is in excess of the GALWA is considered the excess withdrawal amount. See Rider Section 8.1.

foundation account – a subaccount of the variable account that is part of certain benefit allocation plans. The benefit allocation plan you select will determine the required allocation percentage, if any, to the foundation account.

guaranteed annual lifetime withdrawal amount (GALWA) – the maximum amount you may withdraw each rider year while a covered person is alive regardless of your contract value.

lifetime benefit basis (LBB) – the value used to determine the GALWA. It may increase annually while the simple interest benefit and/or step-up options are in effect as described in Rider Section 7.5. It will be reduced if an excess withdrawal occurs and the withdrawal(s) during a rider year are more than the GALWA. See Rider Section 8.2.

lifetime withdrawal(s) – specified annual withdrawal(s) taken under the terms of this rider.

rider anniversary – the same day and month as the rider issue date for each year this rider remains in force.

rider issue date – the date shown on the Rider Data Page that is used to determine rider years and rider anniversaries.

rider year – any twelve-month period beginning on a rider issue date or a rider anniversary and ending one day before the next rider anniversary.

spouse – a spouse as defined under the federal Defense of Marriage Act ("DOMA"), 28 U.S.C. §1738C, enacted in 1996, DOMA defines "marriage" as "a legal union between one man and one woman as husband and wife", and "spouse" as "a person of the opposite sex who is a husband or a wife."

simple interest benefit basis (SIBB) – a value calculated solely for purposes of this rider to determine your LBB on each rider anniversary that the simple interest benefit is in effect. See Rider Section 7.3 for a description of how the SIBB is determined.

window period – the period of time that additional purchase payment(s) made may be included in the LBB. The window period, if any, is shown on the Rider Data Page.

RIDER SECTION 2.

GENERAL INFORMATION

2.1 What is our agreement with you?

Our agreement with you includes this rider as a part of the contract to which it is attached. The provisions of the contract apply to this rider unless they conflict with the rider. If there is a conflict, the rider provision will apply. Nothing in this rider is intended to override the “Death of Annuitant” and/or “Owner” provisions of the contract to which this rider is attached; and in all events this rider will be interpreted in a manner consistent with Section 72(s) of the Internal Revenue Code. The issue date for this rider is shown on the Rider Data Page.

We promise to provide the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met.

2.2 What are the eligibility requirements and the benefit provided by this rider?

To be eligible for this rider:

- a.) the covered person(s) must be no younger than 55 and no older than age 85 on the rider issue date;
- b.) the primary covered person:
 - 1.) must be designated as the owner and annuitant; or
 - 2.) must be designated as the annuitant if the owner is not a natural person;
- c.) a joint covered person may be designated only if the primary covered person is the owner and annuitant;
- d.) the joint covered person, if any:
 - 1.) must be designated at the time of application;
 - 2.) must be the primary covered person’s spouse at the time of application; and
 - 3.) must be designated as the sole primary beneficiary on the application.

This rider is not available if the plan type for the contract to which this rider is attached is classified as a Beneficiary IRA or Non-qualified Beneficiary contract. The terms “Beneficiary IRA” or “Non-qualified Beneficiary” contract refer to a contract that has been inherited by a beneficiary upon the death of the contract holder.

Once issued, this rider provides for a guaranteed lifetime withdrawal benefit and enhanced death benefit as described in this rider.

2.3 What is the Automatic Personal Portfolio Rebalance Service and is it required?

The Automatic Personal Portfolio Rebalancing Service (“rebalancing”) automatically transfers contract value between subaccounts (other than the foundation account) in order to achieve a particular percentage allocation of contract value among such subaccounts.

Rebalancing is required as a condition of this rider if the benefit allocation plan you selected includes two or more subaccounts, other than the foundation account. Rebalancing will occur automatically on an annual basis, on each contract anniversary, unless you elect a more frequent mode. The foundation account will not be rebalanced.

2.4 What happens if you change ownership of your contract?

If the owner is a natural person, then he or she must also be designated as the annuitant and the primary covered person, as described in Rider Section 2.2. We will not allow a primary covered person to be changed after the rider issue date for any reason, as described in Rider Section 2.6. Therefore, we will not allow an owner who is a natural person to be changed after the rider issue date for any reason.

If the owner is not a natural person and ownership of the contract to which this rider is attached is changed:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the LBB will be the LBB as of the valuation day immediately preceding the ownership change effective date, for the sole purpose of calculating the rider charge from the date ownership was changed to the date of termination; and
- c.) as of the ownership change effective date:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 6 will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a lifetime withdrawal under this rider;
 - 2.) the step-up option described in Rider Section 7.4 will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 7.2 will no longer be in effect.

If the ownership change effective date occurs on any date following completion of the minimum charge period, this rider will automatically terminate as of that date.

2.5 Can you change your beneficiary?

You can change your beneficiary as described in the contract to which this rider is attached. However, changing your beneficiary may negatively impact the benefit provided by this rider. For example, if there is a joint covered person, the joint covered person must be your spouse and we require that he or she be designated as the sole primary beneficiary at the time of application. If you later change your beneficiary to someone other than your spouse, then he or she will not be eligible for the continuation benefit described in Rider Section 10. Careful consideration should be given before changing your beneficiary.

2.6 Can a covered person be changed?

The primary covered person can not be changed after the rider issue date for any reason.

A joint covered person can not be changed or added after the rider issue date for any reason. A joint covered person can be removed only if:

- a.) no withdrawals have occurred since the rider issue date; and
- b.) we are provided proof of death, divorce, annulment or dissolution of the marriage between the primary covered person and joint covered person.

Once a joint covered person has been removed, a subsequent spouse can not be added as a new joint covered person.

In the event of a divorce, the benefit provided by this rider can not be divided as part of the divorce settlement or judgment.

2.7 When will this rider terminate?

Elective termination of this rider prior to the end of the minimum charge period is not allowed. The minimum charge period is shown on the Rider Data Page.

This rider will automatically terminate on the earliest of:

- a.) the payout date;
- b.) the date you surrender your contract;
- c.) the date due proof of death of the last surviving annuitant is received; or
- d.) the date due proof of death of the primary covered person is received if:
 - 1.) there is a surviving joint covered person (who is not also a co-annuitant); and
 - 2.) he or she is not eligible to continue the contract under the continuation benefit, as described in Rider Section 10; or
 - 3.) he or she does not elect to continue the contract under the continuation benefit, as described in Rider Section 10.

This rider will also terminate if the investment restrictions are violated, as described in Rider Section 3.1, or if you change ownership of the contract to which this rider is attached as described in Rider Section 2.4.

2.8 Is notification of a covered person's death required?

It is important that we are notified of the death of a covered person. The benefit provided by this rider (the GALWA) is determined by multiplying the LBB by an annual withdrawal benefit percentage. The annual withdrawal percentage is based on the age of the youngest covered person and the number of covered persons (1 or 2) living on the date that the first lifetime withdrawal occurs.

We are not responsible for any misdirected payments that result from failure to promptly notify us of any such death.

RIDER SECTION 3.

INVESTMENT RESTRICTIONS

3.1 Are there any investment restrictions?

In order to provide the guarantee described by this rider, we require use of an available benefit allocation plan for your contract value and for allocation of your net purchase payments. The benefit allocation plan you select may include the foundation account. There are certain additional requirements applicable to the foundation account. See Rider Section 3.3.

A violation of the investment restrictions occurs if:

- a.) your contract value is transferred to an investment option other than an available benefit allocation plan; or
- b.) there is a change in allocation to an investment option other than an available benefit allocation plan; or
- c.) you request a partial withdrawal from the foundation account before the value in all other investment options is exhausted.

Subject to any notice, approval or consent required by applicable law, we reserve the right to:

- a.) add benefit allocation plans without prior notice;
- b.) remove or substitute benefit allocation plans; and
- c.) substitute investment options within an available benefit allocation plan.

You will be notified in advance of any substitution, removal or other change to your ability to use a benefit allocation plan that you selected.

3.2 What happens if the investment restrictions are violated?

If the investment restrictions are violated during the minimum charge period:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the LBB will be the LBB as of the valuation day immediately preceding the violation for the sole purpose of calculating the rider charge from the date of the violation to the date of termination; and
- c.) as of the date of the violation:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 6 will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a lifetime withdrawal under this rider;
 - 2.) the step-up option described in Rider Section 7.4 will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 7.2 will no longer be in effect.

If the investment restrictions are violated on any date following completion of the minimum charge period, this rider will automatically terminate as of the date the violation occurred.

3.3 What additional requirements apply to the foundation account?

If you request a transfer and the foundation account is required as part of the benefit allocation plan into which you elect to transfer, we require allocation of a specific dollar amount to the foundation account at that time. See Rider Section 5.3.

If the LBB is stepped-up and the foundation account is part of the benefit allocation plan then in effect, we require allocation of a specific dollar amount to the foundation account at that time. See Rider Section 7.5.

RIDER SECTION 4.

RIDER CHARGES

4.1 Is there a charge for this rider?

There is an annual charge for this rider. The annual charge is determined by multiplying the rider charge rate by the average daily LBB for the prior contract year. The LBB as of each calendar day will be used to calculate the average daily LBB for the prior contract year.

The initial rider charge rate is shown on the Rider Data Page. We reserve the right to change the rider charge rate if the step-up option is in effect and a step-up occurs. The rider charge rate will not exceed the maximum rider charge rate shown on the Rider Data Page.

During the accumulation period, this charge will be deducted pro-rata from your contract value in all investment options except the foundation account. If there is insufficient value in such investment options, the charge will be deducted from the contract value in all investment options including the foundation account.

The rider charge will be deducted on each contract anniversary.

The rider charge will also be deducted upon:

- a.) full surrender of the contract;
- b.) termination of the rider after expiration of the minimum charge period;
- c.) payment of death proceeds; or
- d.) the start of payments under an income payout option, if not on a contract anniversary.

Any charge for a partial year will be in proportion to the number of days since the prior contract anniversary.

RIDER SECTION 5. PURCHASE PAYMENTS AND TRANSFERS

5.1 Can you change the allocation of net purchase payments?

You may change the allocation of subsequent net purchase payments to one of the other available benefit allocation plans at any time, without charge by written request. Any change will be effective at the time we receive your written request. However, your contract value at the time of such request must also be transferred to the benefit allocation plan selected as described in Rider Section 5.3.

Changing allocation to an investment option other than an available benefit allocation plan during a benefit period is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

5.2 How will additional purchase payments made to your contract affect the LBB?

Additional purchase payments will increase your LBB, subject to the following requirements:

- a.) we must receive any additional purchase payments during the window period shown on the Rider Data Page; and
- b.) the increase in your LBB is limited to the maximum window purchase payment amount shown on the Rider Data Page.

Any additional purchase payments that are made after the window period will increase your contract value, but will not increase your LBB. Any additional purchase payments or portion of an additional purchase payment that exceeds the maximum window purchase payment amount will increase your contract value, but will not increase your LBB.

The annual charge for this rider is determined by multiplying the current annual rider charge rate by the average daily LBB; therefore additional purchase payments that increase your LBB will also increase the annual charge for this rider.

5.3 Can contract value be transferred?

You may transfer your contract value to any benefit allocation plan that we make available. If a transfer is requested and the foundation account is required as part of the benefit allocation plan into which you elect to transfer, we require allocation of a specific dollar amount to the foundation account at that time. The dollar amount that must be allocated to the foundation account is equal to the LBB (as of the transfer date) multiplied by the foundation account allocation percentage required for the benefit allocation plan selected. The required dollar amount will be transferred to the foundation account from the other subaccount values first (on a pro-rata basis) then from any DCA fixed periods, if applicable, from oldest to newest. The remaining contract value (after deducting the required dollar amount) will be transferred to all other subaccounts included in the benefit allocation plan selected in proportion to the allocation percentage required for each subaccount.

Transferring your contract value to an investment option other than an available benefit allocation plan is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

RIDER SECTION 6.

GUARANTEED LIFETIME WITHDRAWAL BENEFIT

6.1 What is the guaranteed lifetime withdrawal benefit?

The guaranteed lifetime withdrawal benefit guarantees that you may take lifetime withdrawals under this rider regardless of your contract value.

All withdrawals under this rider are also partial withdrawals under the contract to which this rider is attached. Partial withdrawals will occur on a pro-rata basis (unless you designate otherwise) from all investment options other than the foundation account until the value in such investment options is exhausted. A partial withdrawal from the foundation account before the value in all other investment options is exhausted is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

6.2 When can lifetime withdrawals be made?

You may begin making lifetime withdrawals under this rider at any time on or after the rider issue date.

6.3 What amount can be withdrawn under this rider as a lifetime withdrawal?

You can withdraw up to the GALWA each rider year on or after the rider issue date.

The GALWA is determined by multiplying the LBB at the time the lifetime withdrawal occurs by the annual withdrawal benefit percentage shown on the Rider Data Page. The percentage is based on the youngest covered person's current age at the time the first lifetime withdrawal occurs.

If a step-up occurs after the first lifetime withdrawal, the percentage will be based on the youngest covered person's current age at the time of the step-up. This will result in an increase to the annual withdrawal benefit percentage. If one of the covered persons is deceased at the time of the step-up and he or she was the youngest covered person while living, then the percentage will be based on the age the deceased would have been had he or she been living at the time of the step-up.

If you withdraw more than the GALWA (an excess withdrawal), the LBB will be adjusted and the GALWA will be reduced. See Rider Section 8.2.

6.4 What happens if a lifetime withdrawal causes your contract value to be equal to or less than zero?

If a lifetime withdrawal under the terms of this rider causes your contract value to be equal to or less than zero:

- a.) the accumulation period under your contract will end and the payout period will automatically begin;
- b.) the remaining lifetime withdrawals under this rider will occur under an income payout option that we make available for that purpose; and
- c.) all other riders attached to your contract, if any, will terminate.

6.5 What happens on the anticipated payout date?

If lifetime withdrawals have begun and will continue past the anticipated payout date:

- a.) we may not accept any additional purchase payments;
- b.) we will extend your payout date in order to continue providing lifetime withdrawals under the terms of this rider; and
- c.) all other riders attached to your contract, if any, will terminate.

If lifetime withdrawals have not begun as of the anticipated payout date, you may change the payout date by written request, as described in the contract to which this rider is attached. If the payout date is extended, we may not accept additional purchase payments, and all other riders attached to your contract, if any, will terminate. If the payout date is not changed, we will use the anticipated payout date as your payout date and this rider will terminate, as described in Rider Section 2.7.

The anticipated payout date is shown on the data page for the contract to which this rider is attached.

RIDER SECTION 7.

LIFETIME BENEFIT BASIS

7.1 How is the LBB determined?

The LBB as of the rider issue date is shown on the Rider Data Page.

The LBB will be increased by any purchase payment(s) received during the window period (up to the maximum window purchase payment allowed as shown on the Rider Data Page); and it may increase on each rider anniversary that the simple interest benefit and/or the step-up option are in effect as described in Rider Section 7.5.

If an excess withdrawal occurs, your LBB will be adjusted and the GALWA will be reduced. See Rider Section 8.2.

7.2 What is the simple interest benefit and when is it in effect?

The simple interest benefit is a benefit that may increase the LBB on each rider anniversary that it is in effect as described in Rider Section 7.5. For purposes of determining your LBB while the simple interest benefit is in effect, a value, referred to as the SIBB, is calculated on each rider anniversary, as described in Rider Section 7.3.

The simple interest benefit is in effect on each of the first ten (10) rider anniversaries, provided no investment violations and no lifetime withdrawals have occurred since the rider issue date. This benefit will remain in effect until the earliest of:

- a.) your first lifetime withdrawal following the rider issue date; or
- b.) your 10th rider anniversary; or
- c.) the date you violate the investment restrictions, as described in Rider Section 3.1; or
- d.) the date you change ownership of the contract to which this rider is attached.

While the simple interest benefit is in effect, it may increase your LBB (and therefore your lifetime withdrawals under this rider); however, it will not increase your contract value.

7.3 How is the SIBB determined?

The SIBB on your rider issue date is equal to the LBB as of that date. The SIBB will be increased by any window purchase payment(s). The term "window purchase payment(s)" means purchase payment(s) received during the window period (up to the maximum window purchase payment allowed as shown on the Rider Data page). On each rider anniversary that the simple interest benefit is in effect an annual credit is applied to increase the SIBB.

The annual credit is equal to the SIBB Rate shown on the Rider Data Page multiplied by the LBB at the end of the first rider year.

See Rider Section 7.2 for a description of when the simple interest benefit is in effect.

7.4 What is the step-up option?

The step-up option, if elected, is a benefit that may increase the LBB on each rider anniversary that it is in effect as described in Rider Section 7.5.

Once elected, the step-up option will remain in effect until the earliest of the following:

- a.) the rider anniversary on or following the youngest covered person's 85th birthday;
- b.) the date you terminate the option by written request;
- c.) the date you violate the investment restrictions, as described in Rider Section 3.1; or
- d.) the date you change ownership of the contract to which this rider is attached.

You may not re-elect the step-up option once it has been terminated. Step-ups will only be allowed if we are issuing new Guaranteed Lifetime Withdrawal Benefit Riders on the date of the step-up. Your annual report will indicate if the step-up option is in effect during the report period.

If you did not elect the automatic step-up option at the time of application, you may do so at a later date by written request. Step-ups will then begin automatically on the rider anniversary following receipt of your written request and will continue on each rider anniversary that the option is in effect.

7.5 How is the LBB determined when the simple interest option and/or the step-up option are in effect?

On each rider anniversary that the simple interest benefit and/or the step-up option are in effect, the LBB will be determined as follows:

- a.) **If both the simple interest benefit and the step-up option are in effect**, the LBB for that rider anniversary will be compared to the following amounts:

- 1.) the SIBB as of that rider anniversary; and
- 2.) the current contract value as of that rider anniversary.

If 1.) and/or 2.) is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the greatest amount.

If both 1.) and 2.) are lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

b.) If the step-up option is in effect, but the simple interest benefit is not in effect, the LBB for that rider anniversary will be compared to the current contract value as of that rider anniversary.

If the contract value is greater than the LBB for that rider anniversary, the LBB will be increased (stepped-up) to be equal to the contract value.

If the contract value is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

c.) If the simple interest benefit is in effect, but the step-up option is not in effect, the LBB for that rider anniversary will be compared to the SIBB as of that rider anniversary.

If the SIBB is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the SIBB.

If the SIBB is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

If the LBB is stepped-up and the foundation account is required as part of the benefit allocation plan then in effect, we require allocation of a specific dollar amount to the foundation account at that time. The dollar amount that must be allocated to the foundation account is equal to the LBB (as of the step-up date) multiplied by the foundation account allocation percentage for the benefit allocation plan then in effect. Any required increase to the value in the foundation account will be transferred first from the other subaccount values on a pro-rata basis, then from any DCA fixed periods, if applicable, from oldest to newest. We reserve the right to waive this requirement. Waiver of this requirement will be administered on a non-discriminatory basis.

7.6 Will the simple interest benefit and/or the step-up option affect the annual charge for this rider?

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any increase to your LBB as a result of the simple interest benefit or step-up option will also increase the annual charge for this rider.

If the step-up option is in effect and a step-up occurs, the rider charge rate may differ from the initial rider charge rate, but will not exceed the maximum rider charge rate shown on the Rider Data Page. Any change in the rider charge rate will also affect the annual charge for this rider. See Rider Section 4.1.

RIDER SECTION 8.

EXCESS WITHDRAWALS

8.1 When does an excess withdrawal occur?

An excess withdrawal occurs if:

- a.) the amount withdrawn during a rider year exceeds the GALWA;
- or
- b.) the amount withdrawn, when added to prior withdrawals during a rider year, exceeds the GALWA.

The amount withdrawn during a rider year that is in excess of the GALWA is referred to as the "excess withdrawal amount".

8.2 What happens if an excess withdrawal occurs?

If an excess withdrawal occurs, the LBB will be reset to equal the previous LBB reduced by the greater of:

- a.) the excess withdrawal amount; or
- b.) a proportional adjustment amount that is equal to (A) divided by (B), with the result multiplied by (C), where:

(A) = the excess withdrawal amount.

(B) = the contract value prior to the withdrawal minus the remaining GALWA, if any, at the time of withdrawal. The remaining GALWA is the amount available for withdrawal without exceeding the GALWA.

(C) = the LBB prior to the withdrawal.

The GALWA will then be recalculated and reduced, based on the newly reset LBB.

We reserve the right to waive the excess withdrawal treatment described above if the withdrawals are scheduled withdrawals intended to meet IRS required minimum distribution rules. The current prospectus will disclose if such waiver is in effect and any detailed requirements for such waiver.

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any decrease to your LBB will also decrease the annual charge for this rider.

RIDER SECTION 9.

DEATH BENEFIT PROCEEDS

9.1 What amount will be paid as death benefit proceeds during the accumulation period?

The amount that will be paid under this contract as death benefit proceeds is equal to the greater of the following:

- a.) the contract value as of the date due proof of death is received reduced by any applicable rider charges (calculated in proportion to the number of days since the prior contract anniversary for a partial year's charge); or
- b.) the sum of your net purchase payments made as of the date due proof of death is received; minus an adjustment for each partial withdrawal made as of the date due proof of death is received. The adjustment for a partial withdrawal is equal to the partial withdrawal amount plus an additional adjustment if an excess withdrawal occurred as described in Rider Section 8.

The additional adjustment for an excess withdrawal is equal to: (1) divided by (2); with that result multiplied by (3); and then finally reduced by (1), where:

(1) = the excess withdrawal amount;

(2) = the contract value immediately prior to the excess withdrawal;

(3) = the sum of your net purchase payments immediately prior to the date the excess withdrawal occurred, less any adjustments already made for prior withdrawals.

This additional adjustment for an excess withdrawal has the effect of increasing the total adjustment amount when (3) is greater than (2) and reducing the total adjustment amount when (3) is less than (2).

The death benefit proceeds described above will be reduced by any applicable premium expense charges not previously deducted.

10.1 What is the continuation benefit?

The continuation benefit allows an eligible joint covered person (who is not a co-annuitant) to elect to continue the contract in lieu of receiving the death benefit proceeds. Such continuation is subject to the limitations and requirements of Internal Revenue Code §72(s).

A joint covered person is eligible for this benefit only if he or she was the deceased covered person's spouse and sole primary beneficiary of the contract as of the date of death.

A joint covered person who is eligible for the continuation benefit must elect the benefit within sixty (60) days of our receipt of due proof of the covered person's death. Upon election of this benefit, the joint covered person will continue to receive the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met. The Spouse Beneficiary Death Benefit Rider (Spouse/Partner Death Benefit Rider in some states), if any, will terminate upon election of this benefit due to the death of the primary covered person.

This benefit may be exercised only one time.

10.2 What happens if the joint covered person is not eligible for the benefit or the benefit is not elected?

If the joint covered person is not eligible for the continuation benefit or the benefit is not elected by an eligible joint covered person:

- a.) the death benefit proceeds will be paid in accordance with the terms of the contract; and
- b.) the contract, including this rider, will terminate.

CUNA Mutual Insurance Society



President

GUARANTEED LIFETIME WITHDRAWAL BENEFIT WITH MINIMUM GUARANTEE DEATH BENEFIT

PRIMARY COVERED PERSON

[John Doe]

ISSUE AGE

[35]

JOINT COVERED PERSON

[Jane Doe]

ISSUE AGE

[35]

OWNER(S)

[John Doe]

RIDER ISSUE DATE

[May 31, 2010]

Lifetime Benefit Basis (LBB): [\$100,000]

Window Period: [May 31, 2010 – May 31, 2011]

Maximum Window Purchase Payment: [\$200,000]

Simple Interest Benefit Basis Rate (SIBB Rate): [3.0%]

Initial Rider Charge Rate: [.95%]

Minimum Charge Period: [May 31, 2010 – May 31, 2017]

Maximum Rider Charge Rate: 1.75%

Annual Withdrawal Benefit Percentage:

Single Covered Person	
Age at First Withdrawal or Step-Up	
Current Age	Percentage
55	4.1%
56	4.2%
57	4.3%
58	4.4%
59	4.5%
60	4.6%
61	4.7%
62	4.8%
63	4.9%
64	5.0%
65	5.1%
66	5.2%
67	5.3%
68	5.4%
69	5.5%
70	5.6%
71	5.7%
72	5.8%
73	5.9%
74	6.0%
75	6.1%
76	6.2%
77	6.3%
78	6.4%
79	6.5%
80	6.6%
81	6.7%
82	6.8%
83	6.9%
84	7.0%
85+	7.1%

Joint Covered persons	
Age of Youngest Covered person at First Withdrawal or Step-Up	
Current Age	Percentage
55	3.6%
56	3.7%
57	3.8%
58	3.9%
59	4.0%
60	4.1%
61	4.2%
62	4.3%
63	4.4%
64	4.5%
65	4.6%
66	4.7%
67	4.8%
68	4.9%
69	5.0%
70	5.1%
71	5.2%
72	5.3%
73	5.4%
74	5.5%
75	5.6%
76	5.7%
77	5.8%
78	5.9%
79	6.0%
80	6.1%
81	6.2%
82	6.3%
83	6.4%
84	6.5%
85+	6.6%

If only one covered person is living at the time of the first withdrawal, the percentages shown above will be increased by [0.50%]; and the percentage used will be based on the surviving covered person's current age at the time of the first withdrawal. If one of the covered persons is deceased at the time of step-up see Rider Section 6.3.

Benefit Allocation Plan: The required allocation % to the foundation account, if any, is shown in the Allocation % - Foundation Account column. The Allocation % - Excluding the Foundation Account column below totals to 100% for purposes of rebalancing, as described in Rider Section 2.3.

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
100% Diversified Income
OR
100% Conservative Allocation

Allocation % - Foundation Account
10% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
100% Moderate Allocation
OR
100% BlackRock Global Allocation

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Risk-Managed Funds Model:
20% Conservative Allocation
45% Moderate Allocation
15% Equity Income
10% Bond
10% Diversified Income

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Conservative Growth Model:
14% Large Cap Growth
12% Van Kampen LIT Growth & Income II
5% International Stock
4% Oppenheimer International Growth
2% AIM V.I. Global Real Estate
3% PIMCO VIT CommodityRealReturn Strategy
15% PIMCO VIT Total Return
35% AIM V.I. Government Securities
10% PIMCO VIT Global Bond (Unhedged)

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Balanced Model:
16% Large Cap Growth
13% Van Kampen LIT Growth & Income II
4% Mid Cap
7% International Stock
5% Oppenheimer International Growth
2% AIM V.I. Global Real Estate
3% PIMCO VIT CommodityRealReturn Strategy
3% Franklin High Income Securities
3% High Income
12% PIMCO VIT Total Return
24% AIM V.I. Government Securities
8% PIMCO VIT Global Bond

Allocation % - Foundation Account

10% Foundation Account - Bond

Allocation % - Foundation Account

20% Foundation Account - Bond

Allocation % - Foundation Account

30% Foundation Account - Bond

Allocation % - Excluding the Foundation Account

Moderate Growth Model:

18% Large Cap Growth
14% Van Kampen LIT Growth & Income II
5% Mid Cap
2% Oppenheimer Main Street Small Cap
9% International Stock
6% Oppenheimer International Growth
3% AIM V.I. Global Real Estate
3% PIMCO VIT CommodityRealReturn Strategy
3% Franklin High Income Securities
6% High Income
9% PIMCO VIT Total Return
16% AIM V.I. Government Securities
6% PIMCO VIT Global Bond

Allocation % - Excluding the Foundation Account

Growth Model:

20% Large Cap Growth
15% Van Kampen LIT Growth & Income II
6% Mid Cap
3% Oppenheimer Main Street Small Cap
11% International Stock
6% Oppenheimer International Growth
4% AIM V.I. Global Real Estate
5% PIMCO VIT CommodityRealReturn Strategy
3% Franklin High Income Securities
6% High Income
6% PIMCO VIT Total Return
9% AIM V.I. Government Securities
6% PIMCO VIT Global Bond

Allocation % - Excluding the Foundation Account

Aggressive Growth Model:

22% Large Cap Growth
16% Van Kampen LIT Growth & Income II
7% Mid Cap
6% Oppenheimer Main Street Small Cap
12% International Stock
7% Oppenheimer International Growth
5% AIM V.I. Global Real Estate
5% PIMCO VIT CommodityRealReturn Strategy
2% Franklin High Income Securities
5% High Income
4% PIMCO VIT Total Return
5% AIM V.I. Government Securities
4% PIMCO VIT Global Bond

Allocation % - Foundation Account

40% Foundation Account - Bond

Allocation % - Excluding the Foundation Account

Custom Portfolio:

Conservative Allocation
Moderate Allocation
Aggressive Allocation
Money Market
Diversified Income
Bond Fund
High Income
Large Cap Value
20% Large Cap Growth
Mid Cap
Small Cap
20% Equity Income
International Stock
PIMCO VIT Total Return
PIMCO VIT Global Bond (Unhedged)
20% Franklin High Income Securities
Franklin Income Securities
Mutual Global Discovery Securities
Oppenheimer Main Street
Oppenheimer Main Street Small Cap
Oppenheimer International Growth
Van Kampen LIT Growth and Income II
20% Van Kampen LIT Mid Cap Growth II
AIM V.I. Government Securities
20% BlackRock Global Allocation

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER

RIDER SECTION 1.

DEFINITIONS

1.1 What are the most commonly used terms and what do they mean?

benefit allocation plan – one or more specific subaccounts of the variable account, a fixed account or a model allocation of subaccounts of the variable account to which contract value must be allocated while this rider is in effect. The benefit allocation plan you selected is shown on the Rider Data Page.

covered person(s) – the person(s) whose life/lives determine(s) the benefits described in this Rider. The primary covered person and joint covered person, if any, are shown on the Rider Data Page.

current age – the covered person's age as of his or her last birthday.

excess withdrawal – a withdrawal that either by itself or when added to all other withdrawals during a rider year exceeds the GALWA. The amount that is in excess of the GALWA is considered the excess withdrawal amount. See Rider Section 8.1.

foundation account – a subaccount of the variable account that is part of certain benefit allocation plans. The benefit allocation plan you select will determine the required allocation percentage, if any, to the foundation account.

guaranteed annual lifetime withdrawal amount (GALWA) – the maximum amount you may withdraw each rider year while a covered person is alive regardless of your contract value.

lifetime benefit basis (LBB) – the value used to determine the GALWA. It may increase annually while the simple interest benefit and/or step-up options are in effect as described in Rider Section 7.5. It will be reduced if an excess withdrawal occurs as described in Rider Section 8.2.

lifetime withdrawal(s) – any withdrawal(s) taken under the terms of this rider that is/are not a non-lifetime withdrawal.

non-lifetime withdrawal – a withdrawal is a non-lifetime withdrawal only if it is the first withdrawal under this rider, there are no additional withdrawals in the same rider year, and there are no withdrawals in the rider year immediately following the first withdrawal.

rider anniversary – the same day and month as the rider issue date for each year this rider remains in force.

rider issue date – the date shown on the Rider Data Page that is used to determine rider years and rider anniversaries.

rider year – any twelve-month period beginning on a rider issue date or a rider anniversary and ending one day before the next rider anniversary.

simple interest benefit basis (SIBB) – a value calculated solely for purposes of this rider to determine your LBB on each rider anniversary that the simple interest benefit is in effect. See Rider Section 7.3 for a description of how the SIBB is determined.

spouse – a spouse as defined under the federal Defense of Marriage Act (“DOMA”), 28 U.S.C. §1738C, enacted in 1996, DOMA defines “marriage” as “a legal union between one man and one woman as husband and wife”, and “spouse” as “a person of the opposite sex who is a husband or a wife.”

step-up anniversary – the same day and month as the step-up date, for each year following a step-up in the LBB.

step-up date – the date that a step-up in the LBB occurs, as described in Rider Section 7.4.

RIDER SECTION 2.

GENERAL INFORMATION

2.1 What is our agreement with you?

Our agreement with you includes this rider as a part of the contract to which it is attached. The provisions of the contract apply to this rider unless they conflict with the rider. If there is a conflict, the rider provision will apply. Nothing in this rider is intended to override the “Death of Annuitant” and/or “Owner” provisions of the contract to which this rider is attached; and in all events this rider will be interpreted in a manner consistent with Section 72(s) of the Internal Revenue Code. The issue date for this rider is shown on the Rider Data Page.

We promise to provide the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met.

2.2 What are the eligibility requirements and the benefit provided by this rider?

To be eligible for this rider:

- a.) the covered person(s) must be no younger than 50 and no older than age 85 on the rider issue date;
- b.) the primary covered person:
 - 1.) must be designated as the owner and annuitant; or
 - 2.) must be designated as the annuitant if the owner is not a natural person;
- c.) a joint covered person may be designated only if:
 - 1.) the primary covered person is the owner and annuitant; and
 - 2.) the co-annuitant, if any, is the primary covered person’s spouse at the time of conversion to this rider;
- d.) the joint covered person, if any:
 - 1.) must be designated at the time of conversion to this rider;
 - 2.) must be the primary covered person’s spouse at the time of conversion to this rider; and
 - 3.) must be designated as the sole primary beneficiary at the time of conversion to this rider.

This rider is not available if the plan type for the contract to which this rider is attached is classified as a Beneficiary IRA or Non-qualified Beneficiary contract. The terms “Beneficiary IRA” or “Non-qualified Beneficiary” contract refer to a contract that has been inherited by a beneficiary upon the death of the contract holder.

Once issued, this rider provides for a guaranteed lifetime withdrawal benefit as described in this rider.

2.3 What is the Automatic Personal Portfolio Rebalance Service and is it required?

The Automatic Personal Portfolio Rebalancing Service (“rebalancing”) automatically transfers contract value between subaccounts (other than the foundation account) in order to achieve a particular percentage allocation of contract value among such subaccounts.

Rebalancing is required as a condition of this rider if the benefit allocation plan you selected includes two or more subaccounts, other than the foundation account. Rebalancing will occur automatically on an annual basis, on each contract anniversary, unless you elect a more frequent mode. The foundation account will not be rebalanced.

2.4 What happens if you change ownership of your contract?

If the owner is a natural person, then he or she must also be designated as the annuitant and the primary covered person, as described in Rider Section 2.2. We will not allow a primary covered person to be changed after the rider issue date for any reason, as described in Rider Section 2.6. Therefore, we will not allow an owner who is a natural person to be changed after the rider issue date for any reason.

If the owner is not a natural person and ownership of the contract to which this rider is attached is changed:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the LBB will be the LBB as of the valuation day immediately preceding the ownership change effective date, for the sole purpose of calculating the rider charge from the date ownership was changed to the date of termination; and
- c.) as of the ownership change effective date:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 6 will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a non-lifetime withdrawal or lifetime withdrawal under this rider;
 - 2.) the step-up option described in Rider Section 7.4 will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 7.2 will no longer be in effect.

If the ownership change effective date occurs on any date following completion of the minimum charge period, this rider will automatically terminate as of that date.

2.5 Can you change your beneficiary?

You can change your beneficiary as described in the contract to which this rider is attached. However, changing your beneficiary may negatively impact the benefit provided by this rider. For example, if there is a joint covered person, the joint covered person must be your spouse and we require that he or she be designated as the sole primary beneficiary at the time of application. If you later change your beneficiary to someone other than your spouse, then he or she will not be eligible for the continuation benefit described in Rider Section 9. Careful consideration should be given before changing your beneficiary.

2.6 Can a covered person be changed?

The primary covered person can not be changed after the rider issue date for any reason.

A joint covered person can not be changed or added after the rider issue date for any reason. A joint covered person can be removed only if:

- a.) no lifetime withdrawals have occurred since the rider issue date; and
- b.) we are provided proof of death, divorce, annulment or dissolution of the marriage between the primary covered person and joint covered person.

Once a joint covered person has been removed, a subsequent spouse can not be added as a new joint covered person.

In the event of a divorce, the benefit provided by this rider can not be divided as part of the divorce settlement or judgment.

2.7 When will this rider terminate?

Elective termination of this rider prior to the end of the minimum charge period is not allowed. The minimum charge period is shown on the Rider Data Page.

This rider will automatically terminate on the earliest of:

- a.) the payout date;
- b.) the date you surrender your contract;
- c.) the date due proof of death of the last surviving covered person is received;
- d.) the date due proof of death of the primary covered person is received if:
 - 1.) there is a surviving joint covered person (who is not also a co-annuitant); and
 - 2.) he or she is not eligible to continue the contract under the continuation benefit, as described in Rider Section 9; or
 - 3.) he or she does not elect to continue the contract under the continuation benefit, as described in Rider Section 9.

This rider will also terminate if the investment restrictions are violated, as described in Rider Section 3.1, or if you change ownership of the contract to which this rider is attached as described in Rider Section 2.4.

2.8 Is notification of a covered person's death required?

It is important that we are notified of the death of a covered person. The benefit provided by this rider (the GALWA) is determined by multiplying the LBB by an annual withdrawal benefit percentage. The annual withdrawal percentage is based on the age of the youngest covered person and the number of covered persons (1 or 2) living on the date that the first lifetime withdrawal occurs.

We are not responsible for any misdirected payments that result from failure to promptly notify us of any such death.

RIDER SECTION 3.

INVESTMENT RESTRICTIONS

3.1 Are there any investment restrictions?

In order to provide the guarantee described by this rider, we require use of an available benefit allocation plan for your contract value and for allocation of your net purchase payments. The benefit allocation plan you select may include the foundation account. There are certain additional requirements applicable to the foundation account. See Rider Section 3.3.

A violation of the investment restrictions occurs if:

- a.) your contract value is transferred to an investment option other than an available benefit allocation plan; or
- b.) there is a change in allocation to an investment option other than an available benefit allocation plan; or
- c.) you request a partial withdrawal from the foundation account before the value in all other investment options is exhausted.

Subject to any notice, approval or consent required by applicable law, we reserve the right to:

- a.) add benefit allocation plans without prior notice;
- b.) remove or substitute benefit allocation plans; and
- c.) substitute investment options within an available benefit allocation plan.

You will be notified in advance of any substitution, removal or other change to your ability to use a benefit allocation plan that you selected.

3.2 What happens if the investment restrictions are violated?

If the investment restrictions are violated during the minimum charge period:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the LBB will be the LBB as of the valuation day immediately preceding the violation for the sole purpose of calculating the rider charge from the date of the violation to the date of termination; and
- c.) as of the date of the violation:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 6 will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a non-lifetime withdrawal or lifetime withdrawal under this rider;
 - 2.) the step-up option described in Rider Section 7.4 will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 7.2 will no longer be in effect.

If the investment restrictions are violated on any date following completion of the minimum charge period, this rider will automatically terminate as of the date the violation occurred.

3.3 What additional requirements apply to the foundation account?

If you request a transfer and the foundation account is required as part of the benefit allocation plan into which you elect to transfer, we require allocation of a specific dollar amount to the foundation account at that time. See Rider Section 5.3.

If the LBB is stepped-up and the foundation account is part of the benefit allocation plan then in effect, we require allocation of a specific dollar amount to the foundation at that time. See Rider Section 7.5.

RIDER SECTION 4.

RIDER CHARGES

4.1 Is there a charge for this rider?

There is an annual charge for this rider. The annual charge is determined by multiplying the rider charge rate by the average daily LBB for the prior contract year. The LBB as of each calendar day will be used to calculate the average daily LBB for the prior contract year.

The initial rider charge rate is shown on the Rider Data Page. We reserve the right to change the rider charge rate if the step-up option is in effect and a step-up occurs. The rider charge rate will not exceed the maximum rider charge rate shown on the Rider Data Page.

During the accumulation period, this charge will be deducted pro-rata from your contract value in all investment options except the foundation account. If there is insufficient value in such investment options, the charge will be deducted from the contract value in all investment options including the foundation account.

The rider charge will be deducted on each contract anniversary.

The rider charge will also be deducted upon:

- a.) full surrender of the contract;
- b.) termination of the rider after expiration of the minimum charge period;
- c.) payment of death proceeds; or
- d.) the start of payments under an income payout option, if not on a contract anniversary.

Any charge for a partial year will be in proportion to the number of days since the prior contract anniversary.

RIDER SECTION 5.

PURCHASE PAYMENTS AND TRANSFERS

5.1 Can you change the allocation of net purchase payments?

You may change the allocation of subsequent net purchase payments to one of the other available benefit allocation plans at any time, without charge by written request. Any change will be effective at the time we receive your written request. However, your contract value at the time of such request must also be transferred to the benefit allocation plan selected, as described in Rider Section 5.3.

Changing allocation to an investment option other than an available benefit allocation plan during a benefit period is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

5.2 How will additional purchase payments made to your contract affect the LBB?

Additional purchase payments that are made after the rider issue date will increase your contract value, but will not increase your LBB.

5.3 Can contract value be transferred?

You may transfer your contract value to any benefit allocation plan that we make available. If a transfer is requested and the foundation account is required as part of the benefit allocation plan into which you elect to transfer, we require allocation of a specific dollar amount to the foundation account at that time. The dollar amount that must be allocated to the foundation account is equal to the LBB (as of the transfer date) multiplied by the foundation account allocation percentage required for the benefit allocation plan selected. The required dollar amount will be transferred to the foundation account from the other subaccount values first (on a pro-rata basis) then from any DCA fixed periods, if applicable, from oldest to newest. The remaining contract value (after deducting the required dollar amount) will be transferred to all other subaccounts included in the benefit allocation plan selected in proportion to the allocation percentage required for each subaccount.

Transferring your contract value to an investment option other than an available benefit allocation plan is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

RIDER SECTION 6.**GUARANTEED LIFETIME WITHDRAWAL
BENEFIT**

**6.1 What is the
guaranteed lifetime
withdrawal benefit?**

The guaranteed lifetime withdrawal benefit guarantees that you may take lifetime withdrawals under this rider regardless of your contract value. You may take one non-lifetime withdrawal prior to taking your first lifetime withdrawal.

All withdrawals under this rider are also partial withdrawals under the contract to which this rider is attached. Partial withdrawals will occur on a pro-rata basis (unless you designate otherwise) from all investment options other than the foundation account until the value in such investment options is exhausted. A partial withdrawal from the foundation account before the value in all other investment options is exhausted is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

**6.2 When can a non-
lifetime withdrawal
be made?**

You may take one non-lifetime withdrawal at any time on or after the rider issue date and prior to making a lifetime withdrawal.

**6.3 What amount can be
withdrawn as a non-
lifetime withdrawal
and what is the effect
of the withdrawal?**

You may withdraw any amount as a non-lifetime withdrawal. The effect of a non-lifetime withdrawal, regardless of the amount of the withdrawal, is that there will be no annual credit to the SIBB on the rider anniversary following the withdrawal. See Rider Section 7.3.

In addition, if you withdraw more than the GALWA (an excess withdrawal) the following will occur:

- a.) the annual credit to the SIBB, when it resumes, will be reduced as described in Rider Section 7.3;
- b.) the LBB will be adjusted and the GALWA will be reduced as described in Rider Section 8.2; and
- c.) if the withdrawal would cause the contract's surrender value to be less than \$2,000, we will treat your withdrawal request as a full surrender, and this rider will terminate.

The GALWA at the time of withdrawal is determined by multiplying the LBB at the time the non-lifetime withdrawal occurs by the annual withdrawal benefit percentage shown on the Rider Data Page. The percentage will be based on the youngest covered person's current age at the time the non-lifetime withdrawal occurs.

**6.4 When can lifetime
withdrawals be
made?**

You may begin making lifetime withdrawals under this rider at any time on or after the rider issue date.

6.5 What amount can be withdrawn under this rider as a lifetime withdrawal?

You can withdraw up to the GALWA each rider year on or after the rider issue date.

The GALWA is determined by multiplying the LBB at the time the lifetime withdrawal occurs by the annual withdrawal benefit percentage shown on the Rider Data Page. The percentage is based on the youngest covered person's current age at the time the first lifetime withdrawal occurs. The annual withdrawal benefit percentage will not change after your first lifetime withdrawal.

If you withdraw more than the GALWA (an excess withdrawal), the LBB will be adjusted and the GALWA will be reduced. See Rider Section 8.2.

6.6 What happens if a lifetime withdrawal causes your contract value to be equal to or less than zero?

If a lifetime withdrawal under the terms of this rider causes your contract value to be equal to or less than zero:

- a.) the accumulation period under your contract will end and the payout period will automatically begin;
- b.) the remaining guaranteed withdrawals under this rider will occur under an income payout option that we make available for that purpose; and
- c.) all other riders attached to your contract, if any, will terminate.

6.7 What happens on the anticipated payout date?

If lifetime withdrawals have begun and will continue past the anticipated payout date:

- a.) we may not accept any additional purchase payments;
- b.) we will extend your payout date in order to continue providing lifetime withdrawals under the terms of this rider; and
- c.) all other riders attached to your contract, if any, will terminate.

If lifetime withdrawals have not begun as of the anticipated payout date, you may change the payout date by written request, as described in the contract to which this rider is attached. If the payout date is extended, we may not accept additional purchase payments, and all other riders attached to your contract, if any, will terminate. If the payout date is not changed, we will use the anticipated payout date as your payout date and this rider will terminate, as described in Rider Section 2.7.

The anticipated payout date is shown on the data page for the contract to which this rider is attached.

RIDER SECTION 7.

LIFETIME BENEFIT BASIS

7.1 How is the LBB determined?

The LBB as of the rider issue date is shown on the Rider Data Page.

The LBB may increase on each rider anniversary that the simple interest benefit and/or the step-up option are in effect. See Rider Section 7.5.

If an excess withdrawal occurs, your LBB will be adjusted and the GALWA will be reduced. See Rider Section 8.2.

7.2 What is the simple interest benefit and when is it in effect?

The simple interest benefit is a benefit that may increase the LBB on each rider anniversary that it is in effect, as described in Rider Section 7.5. For purposes of determining your LBB while the simple interest benefit is in effect, a value, referred to as the SIBB, is calculated on each rider anniversary, as described in Rider Section 7.3.

The simple interest benefit is in effect on each of the first ten (10) rider anniversaries, provided no investment violations and no lifetime withdrawals have occurred since the rider issue date.

If a step-up occurs while the benefit is in effect, the benefit will remain in effect for each of the ten (10) rider anniversaries following the step-up, provided no investment violations and no lifetime withdrawals have occurred since the rider issue date. However, in no event will this benefit remain in effect after the 20th rider anniversary.

For example, if a step-up occurs on your 5th, 8th and 14th rider anniversaries, this benefit will remain in effect until your 20th rider anniversary. If a step-up occurs on your 5th and 8th rider anniversaries, and there is no step-up on rider anniversaries 9 through 18, the benefit will remain in effect until your 18th rider anniversary. These examples assume that no investment violations and no lifetime withdrawals have occurred since the rider issue date.

This benefit will remain in effect until the earliest of:

- a.) your first lifetime withdrawal following the rider issue date; or
- b.) your 10th rider anniversary, if no step-ups have occurred as of that date; or
- c.) the 10th step-up anniversary of the last step-up that occurs while this benefit is in effect; or
- d.) the 20th rider anniversary; or
- e.) the date you violate the investment restrictions, as described in Rider Section 3.1; or
- f.) the date you change ownership of the contract to which this rider is attached.

While the simple interest benefit is in effect, it may increase your LBB (and therefore your lifetime withdrawals under this rider); however, it will not increase your contract value.

7.3 How is the SIBB determined?

The SIBB on your rider issue date is equal to the LBB as of that date. On each rider anniversary that the simple interest benefit is in effect an annual credit may be applied to increase the SIBB.

If an excess withdrawal occurs, the SIBB will be reset (decreased) by the greater of:

- a.) the excess withdrawal amount; or
- b.) a proportional adjustment amount that is equal to (A) divided by (B), with the result multiplied by (C), where:
 - (A) = the excess withdrawal amount.
 - (B) = the contract value prior to the withdrawal minus the remaining GALWA, if any, at the time of withdrawal. The remaining GALWA is the amount available for withdrawal without exceeding the GALWA.
 - (C) = the SIBB prior to the withdrawal.

The annual credit, if any, for each rider anniversary that the simple interest benefit is in effect will be determined as follows:

- a.) if no withdrawals have occurred since the rider issue date, the annual credit for that rider anniversary will be equal to the LBB at the end of the first rider year multiplied by the SIBB Rate;
- b.) if a non-lifetime withdrawal occurred during a rider year:
 - 1.) there will be no annual credit for the rider anniversary immediately following the non-lifetime withdrawal;
 - 2.) the annual credit will resume on the next rider anniversary; and
 - 3.) the amount of the annual credit, when it resumes, will not change unless the withdrawal was an excess withdrawal. If the withdrawal was an excess withdrawal, the amount of the annual credit, when it resumes, will be equal to the SIBB Rate multiplied by an adjusted LBB. The adjusted LBB is used solely for the purpose of this calculation and is equal to the LBB at the end of the first rider year, reduced by the greater of:
 - i.) The excess withdrawal amount; or
 - ii.) A proportional adjustment that is equal to (A) divided by (B), with the result multiplied by (C), where:
 - (A) = the excess withdrawal amount.
 - (B) = the contract value prior to the withdrawal minus the remaining GALWA, if any, at the time of the withdrawal. The remaining GALWA is the amount available for withdrawal without exceeding the GALWA.
 - (C) = the LBB at the end of the first rider year.

The SIBB Rate is shown on the Rider Data Page. See Rider Section 7.2 for a description of when the simple interest benefit is in effect.

7.4 What is the step-up option?

The step-up option, if elected, is a benefit that may increase the LBB on each rider anniversary that it is in effect as described in Rider Section 7.5.

Once elected, the step-up option will remain in effect until the earliest of the following:

- a.) the rider anniversary on or following the youngest covered person's 85th birthday;
- b.) the date you terminate the option by written request;
- c.) the date you violate the investment restrictions, as described in Rider Section 3.1; or
- d.) the date you change ownership of the contract to which this rider is attached.

You may not re-elect the step-up option once it has been terminated. Step-ups will only be allowed if we are issuing new Guaranteed Lifetime Withdrawal Benefit Riders on the step-up date. Your annual report will indicate if the step-up option is in effect during the report period.

If you did not elect the automatic step-up option at the time of application, you may do so at a later date by written request. Step-ups will then begin automatically on the rider anniversary following receipt of your written request and will continue on each rider anniversary that the option is in effect.

7.5 How is the LBB determined when the simple interest option and/or the step-up option are in effect?

On each rider anniversary that the simple interest benefit and/or the step-up option are in effect, the LBB will be determined as follows:

a.) If both the simple interest benefit and the step-up option are in effect, the LBB for that rider anniversary will be compared to the following amounts:

- 1.) the SIBB as of that rider anniversary; and
- 2.) the current contract value as of that rider anniversary.

If 1.) and/or 2.) is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the greatest amount.

If both 1.) and 2.) are lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

b.) If the step-up option is in effect, but the simple interest benefit is not in effect, the LBB for that rider anniversary will be compared to the current contract value as of that rider anniversary.

If the contract value is greater than the LBB for that rider anniversary, the LBB will be increased (stepped-up) to be equal to the contract value.

If the contract value is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

c.) If the simple interest benefit is in effect, but the step-up option is not in effect, the LBB for that rider anniversary will be compared to the SIBB as of that rider anniversary.

If the SIBB is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the SIBB.

If the SIBB is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

If the LBB is stepped-up and the foundation account is required as part of the benefit allocation plan then in effect, we require allocation of a specific dollar amount to the foundation account at that time. The dollar amount that must be allocated to the foundation account is equal to the LBB (as of the step-up date) multiplied by the foundation account allocation percentage for the benefit allocation plan then in effect. Any required increase to the value in the foundation account will be transferred first from the other subaccount values on a pro-rata basis, then from any DCA fixed periods, if applicable, from oldest to newest. We reserve the right to waive this requirement. Waiver of this requirement will be administered on a non-discriminatory basis.

7.6 Will the simple interest benefit and/or the step-up option affect the annual charge for this rider?

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any increase to your LBB as a result of the simple interest benefit or step-up option will also increase the annual charge for this rider.

If the step-up option is in effect and a step-up occurs, the rider charge rate may differ from the initial rider charge rate, but will not exceed the maximum rider charge rate shown on the Rider Data Page. Any change in the rider charge rate will affect the annual charge for this rider. See Rider Section 4.1.

RIDER SECTION 8.

EXCESS WITHDRAWALS

8.1 When does an excess withdrawal occur?

An excess withdrawal occurs if:

- a.) the amount withdrawn during a rider year exceeds the GALWA;
or
- b.) the amount withdrawn, when added to prior withdrawals during a rider year, exceeds the GALWA.

The amount withdrawn during a rider year that is in excess of the GALWA is referred to as the "excess withdrawal amount".

8.2 What happens if an excess withdrawal occurs?

If an excess withdrawal occurs, the LBB will be reset to equal the previous LBB reduced by the greater of:

- a.) the excess withdrawal amount; or
- b.) a proportional adjustment amount that is equal to (A) divided by (B), with the result multiplied by (C), where:
 - (A) = the excess withdrawal amount.
 - (B) = the contract value prior to the withdrawal minus the remaining GALWA, if any, at the time of withdrawal. The remaining GALWA is the amount available for withdrawal without exceeding the GALWA.
 - (C) = the LBB prior to the withdrawal.

The GALWA will then be recalculated and reduced, based on the newly reset LBB.

We reserve the right to waive the excess withdrawal treatment described above if the withdrawals are scheduled withdrawals intended to meet IRS required minimum distribution rules. The current prospectus will disclose if such waiver is in effect and any detailed requirements for such waiver.

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any decrease to your LBB will also decrease the annual charge for this rider.

9.1 What is the continuation benefit?

The continuation benefit allows an eligible joint covered person (who is not a co-annuitant) to elect to continue the contract in lieu of receiving the death benefit proceeds. Such continuation is subject to the limitations and requirements of Internal Revenue Code §72(s).

A joint covered person is eligible for this benefit only if he or she was the deceased covered person's spouse and sole primary beneficiary of the contract as of the date of death.

A joint covered person who is eligible for the continuation benefit must elect the benefit within sixty (60) days of our receipt of due proof of the covered person's death. Upon election of this benefit, the joint covered person will continue to receive the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met. The Spouse Beneficiary Death Benefit Rider (Spouse/Partner Death Benefit Rider in some states), if any, will terminate upon election of this benefit due to the death of the primary covered person.

This benefit may be exercised only one time.

9.2 What happens if the joint covered person is not eligible for the benefit or the benefit is not elected?

If the joint covered person is not eligible for the continuation benefit or the benefit is not elected by an eligible joint covered person:

- a.) the death benefit proceeds will be paid in accordance with the terms of the contract; and
- b.) the contract, including this rider, will terminate.

CUNA Mutual Insurance Society



President

RIDER DATA PAGE

CONTRACT NUMBER: 12345678

GUARANTEED LIFETIME WITHDRAWAL BENEFIT

PRIMARY COVERED PERSON

[John Doe]

ISSUE AGE

[35]

JOINT COVERED PERSON

[Jane Doe]

ISSUE AGE

[35]

OWNER(S)

[John Doe]

RIDER ISSUE DATE

[May 31, 2010]

Lifetime Benefit Basis (LBB): [\$100,000]

Simple Interest Benefit Basis Rate (SIBB Rate): [8.0%]

Initial Rider Charge Rate: [0.85%]

Minimum Charge Period: [May 31, 2010 – May 31, 2017]

Maximum Rider Charge Rate: 1.75%

Annual Withdrawal Benefit Percentage:

Single Covered Person	
Age at First Lifetime Withdrawal	
Current Age	Percentage
50-54	3.00%
55-60	3.75%
61-64	4.25%
65-69	4.50%
70-74	5.00%
75-79	5.25%
80+	5.50%

Joint Covered Persons	
Age of Youngest Covered Person at First Lifetime Withdrawal	
Current Age	Percentage
50-54	2.50%
55-60	3.25%
61-64	3.75%
65-69	4.00%
70-74	4.50%
75-79	4.75%
80+	5.00%

If only one covered person is living at the time of your first lifetime withdrawal, the percentages shown above will be increased by [0.50%]; and the percentage used will be based on the surviving covered person's current age at the time of the first lifetime withdrawal.

Benefit Allocation Plan: The required allocation % to the foundation account, if any, is shown in the Allocation % - Foundation Account column. The Allocation % - Excluding the Foundation Account column below totals to 100% for purposes of rebalancing, as described in Rider Section 2.3.

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
100% Diversified Income
OR
100% Conservative Allocation

Allocation % - Foundation Account
10% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
100% Moderate Allocation
OR
100% BlackRock Global Allocation

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Foundation Account
10% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Risk-Managed Funds Model:
20% Conservative Allocation
45% Moderate Allocation
15% Equity Income
10% Bond
10% Diversified Income

Allocation % - Excluding the Foundation Account
Conservative Growth Model:
14% Large Cap Growth
12% Van Kampen LIT Growth & Income II
5% International Stock
4% Oppenheimer International Growth
2% AIM V.I. Global Real Estate
3% PIMCO VIT CommodityRealReturn Strategy
15% PIMCO VIT Total Return
35% AIM V.I. Government Securities
10% PIMCO VIT Global Bond (Unhedged)

Allocation % - Excluding the Foundation Account
Balanced Model:
16% Large Cap Growth
13% Van Kampen LIT Growth & Income II
4% Mid Cap
7% International Stock
5% Oppenheimer International Growth
2% AIM V.I. Global Real Estate
3% PIMCO VIT CommodityRealReturn Strategy
3% Franklin High Income Securities
3% High Income
12% PIMCO VIT Total Return
24% AIM V.I. Government Securities
8% PIMCO VIT Global Bond

Allocation % - Excluding the Foundation Account
Moderate Growth Model:
18% Large Cap Growth
14% Van Kampen LIT Growth & Income II
5% Mid Cap
2% Oppenheimer Main Street Small Cap
9% International Stock
6% Oppenheimer International Growth
3% AIM V.I. Global Real Estate
3% PIMCO VIT CommodityRealReturnStrategy
3% Franklin High Income Securities
6% High Income
9% PIMCO VIT Total Return
16% AIM V.I. Government Securities
6% PIMCO VIT Global Bond

Allocation % - Foundation Account

20% Foundation Account - Bond

Allocation % - Foundation Account

30% Foundation Account - Bond

Allocation % - Foundation Account

40% Foundation Account - Bond

Allocation % - Excluding the Foundation Account

Growth Model:

- 20% Large Cap Growth
- 15% Van Kampen LIT Growth & Income II
- 6% Mid Cap
- 3% Oppenheimer Main Street Small Cap
- 11% International Stock
- 6% Oppenheimer International Growth
- 4% AIM V.I. Global Real Estate
- 5% PIMCO VIT CommodityRealReturn Strategy
- 3% Franklin High Income Securities
- 6% High Income
- 6% PIMCO VIT Total Return
- 9% AIM V.I. Government Securities
- 6% PIMCO VIT Global Bond

Allocation % - Excluding the Foundation Account

Aggressive Growth Model:

- 22% Large Cap Growth
- 16% Van Kampen LIT Growth & Income II
- 7% Mid Cap
- 6% Oppenheimer Main Street Small Cap
- 12% International Stock
- 7% Oppenheimer International Growth
- 5% AIM V.I. Global Real Estate
- 5% PIMCO VIT CommodityRealReturn Strategy
- 2% Franklin High Income Securities
- 5% High Income
- 4% PIMCO VIT Total Return
- 5% AIM V.I. Government Securities
- 4% PIMCO VIT Global Bond

Allocation % - Excluding the Foundation Account

Custom Portfolio:

- Conservative Allocation
- Moderate Allocation
- Aggressive Allocation
- Money Market
- Diversified Income
- Bond Fund
- High Income
- Large Cap Value
- 20% Large Cap Growth
- Mid Cap
- Small Cap
- 20% Equity Income
- International Stock
- PIMCO VIT Total Return
- PIMCO VIT Global Bond (Unhedged)
- 20% Franklin High Income Securities
- Franklin Income Securities
- Mutual Global Discovery Securities
- Oppenheimer Main Street
- Oppenheimer Main Street Small Cap
- Oppenheimer International Growth
- Van Kampen LIT Growth and Income II
- 20% Van Kampen LIT Mid Cap Growth II
- AIM V.I. Government Securities
- 20% BlackRock Global Allocation

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER WITH MINIMUM GUARANTEE DEATH BENEFIT

RIDER SECTION 1.

DEFINITIONS

1.1 What are the most commonly used terms and what do they mean?

benefit allocation plan – one or more specific subaccounts of the variable account, a fixed account or a model allocation of subaccounts of the variable account to which contract value must be allocated while this rider is in effect. The benefit allocation plan you selected is shown on the Rider Data Page.

covered person(s) – the person(s) whose life/lives determine(s) the benefits described in this Rider. The primary covered person and joint covered person, if any, are shown on the Rider Data Page.

current age – the covered person's age as of his or her last birthday.

excess withdrawal – a withdrawal that either by itself or when added to all other withdrawals during a rider year exceeds the GALWA. The amount that is in excess of the GALWA is considered the excess withdrawal amount. See Rider Section 8.1.

foundation account – a subaccount of the variable account that is part of certain benefit allocation plans. The benefit allocation plan you select will determine the required allocation percentage, if any, to the foundation account.

guaranteed annual lifetime withdrawal amount (GALWA) – the maximum amount you may withdraw each rider year while a covered person is alive regardless of your contract value.

lifetime benefit basis (LBB) – the value used to determine the GALWA. It may increase annually while the simple interest benefit and/or step-up options are in effect as described in Rider Section 7.5. It will be reduced if an excess withdrawal occurs as described in Rider Section 8.2.

lifetime withdrawal(s) – any withdrawal(s) taken under the terms of this rider that is/are not a non-lifetime withdrawal.

non-lifetime withdrawal – a withdrawal is a non-lifetime withdrawal only if it is the first withdrawal under this rider, there are no additional withdrawals in the same rider year, and there are no withdrawals in the rider year immediately following the first withdrawal.

rider anniversary – the same day and month as the rider issue date for each year this rider remains in force.

rider issue date – the date shown on the Rider Data Page that is used to determine rider years and rider anniversaries.

rider year – any twelve-month period beginning on a rider issue date or a rider anniversary and ending one day before the next rider anniversary.

simple interest benefit basis (SIBB) – a value calculated solely for purposes of this rider to determine your LBB on each rider anniversary that the simple interest benefit is in effect. See Rider Section 7.3 for a description of how the SIBB is determined.

spouse – a spouse as defined under the federal Defense of Marriage Act (“DOMA”), 28 U.S.C. §1738C, enacted in 1996, DOMA defines “marriage” as “a legal union between one man and one woman as husband and wife”, and “spouse” as “a person of the opposite sex who is a husband or a wife.”

step-up anniversary – the same day and month as the step-up date, for each year following a step-up in the LBB.

step-up date – the date that a step-up in the LBB occurs, as described in Rider Section 7.4.

window period – the period of time that additional purchase payment(s) made may be included in the LBB. The window period, if any, is shown on the Rider Data Page.

RIDER SECTION 2.

GENERAL INFORMATION

2.1 What is our agreement with you?

Our agreement with you includes this rider as a part of the contract to which it is attached. The provisions of the contract apply to this rider unless they conflict with the rider. If there is a conflict, the rider provision will apply. Nothing in this rider is intended to override the “Death of Annuitant” and/or “Owner” provisions of the contract to which this rider is attached; and in all events this rider will be interpreted in a manner consistent with Section 72(s) of the Internal Revenue Code. The issue date for this rider is shown on the Rider Data Page.

We promise to provide the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met.

2.2 What are the eligibility requirements and the benefit provided by this rider?

To be eligible for this rider:

- a.) the covered person(s) must be no younger than 50 and no older than age 85 on the rider issue date;
- b.) the primary covered person:
 - 1.) must be designated as the owner and annuitant; or
 - 2.) must be designated as the annuitant if the owner is not a natural person;
- c.) a joint covered person may be designated only if the primary covered person is the owner and annuitant;
- d.) the joint covered person, if any:
 - 1.) must be designated at the time of application;
 - 2.) must be the primary covered person's spouse at the time of application; and
 - 3.) must be designated as the sole primary beneficiary on the application.

This rider is not available if the plan type for the contract to which this rider is attached is classified as a Beneficiary IRA or Non-qualified Beneficiary contract. The terms “Beneficiary IRA” or “Non-qualified Beneficiary” contract refer to a contract that has been inherited by a beneficiary upon the death of the contract holder.

Once issued, this rider provides for a guaranteed lifetime withdrawal benefit and enhanced death benefit as described in this rider.

2.3 What is the Automatic Personal Portfolio Rebalance Service and is it required?

The Automatic Personal Portfolio Rebalancing Service (“rebalancing”) automatically transfers contract value between subaccounts (other than the foundation account) in order to achieve a particular percentage allocation of contract value among such subaccounts.

Rebalancing is required as a condition of this rider. Rebalancing will occur automatically on an annual basis, on each contract anniversary, unless you elect a more frequent mode. The foundation account will not be rebalanced.

2.4 What happens if you change ownership of your contract?

If the owner is a natural person, then he or she must also be designated as the annuitant and the primary covered person, as described in Rider Section 2.2. We will not allow a primary covered person to be changed after the rider issue date for any reason, as described in Rider Section 2.6. Therefore, we will not allow an owner who is a natural person to be changed after the rider issue date for any reason.

If the owner is not a natural person and ownership of the contract to which this rider is attached is changed:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the LBB will be the LBB as of the valuation day immediately preceding the ownership change effective date, for the sole purpose of calculating the rider charge from the date ownership was changed to the date of termination; and
- c.) as of the ownership change effective date:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 6 will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a non-lifetime withdrawal or lifetime withdrawal under this rider;
 - 2.) the step-up option described in Rider Section 7.4 will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 7.2 will no longer be in effect.

If the ownership change effective date occurs on any date following completion of the minimum charge period, this rider will automatically terminate as of that date.

2.5 Can you change your beneficiary?

You can change your beneficiary as described in the contract to which this rider is attached. However, changing your beneficiary may negatively impact the benefit provided by this rider. For example, if there is a joint covered person, the joint covered person must be your spouse and we require that he or she be designated as the sole primary beneficiary at the time of application. If you later change your beneficiary to someone other than your spouse, then he or she will not be eligible for the continuation benefit described in Rider Section 10. Careful consideration should be given before changing your beneficiary.

2.6 Can a covered person be changed?

The primary covered person can not be changed after the rider issue date for any reason.

A joint covered person can not be changed or added after the rider issue date for any reason. A joint covered person can be removed only if:

- a.) no lifetime withdrawals have occurred since the rider issue date; and
- b.) we are provided proof of death, divorce, annulment or dissolution of the marriage between the primary covered person and joint covered person.

Once a joint covered person has been removed, a subsequent spouse can not be added as a new joint covered person.

In the event of a divorce, the benefit provided by this rider can not be divided as part of the divorce settlement or judgment.

2.7 When will this rider terminate?

Elective termination of this rider prior to the end of the minimum charge period is not allowed. The minimum charge period is shown on the Rider Data Page.

This rider will automatically terminate on the earliest of:

- a.) the payout date;
- b.) the date you surrender your contract;
- c.) the date due proof of death of the last surviving covered person is received; or
- d.) the date due proof of death of the primary covered person is received if:
 - 1.) there is a surviving joint covered person (who is not also a co-annuitant); and
 - 2.) he or she is not eligible to continue the contract under the continuation benefit, as described in Rider Section 10; or
 - 3.) he or she does not elect to continue the contract under the continuation benefit, as described in Rider Section 10.

This rider will also terminate if the investment restrictions are violated, as described in Rider Section 3.1, or if ownership of the contract to which this rider is attached is changed, as described in Rider Section 2.4.

2.8 Is notification of a covered person's death required?

It is important that we are notified of the death of a covered person. The benefit provided by this rider (the GALWA) is determined by multiplying the LBB by an annual withdrawal benefit percentage. The annual withdrawal percentage is based on the age of the youngest covered person and the number of covered persons (1 or 2) living on the date that the first lifetime withdrawal occurs.

We are not responsible for any misdirected payments that result from failure to promptly notify us of any such death.

RIDER SECTION 3.

INVESTMENT RESTRICTIONS

3.1 Are there any investment restrictions?

In order to provide the guarantee described by this rider, we require use of an available benefit allocation plan for your contract value and for allocation of your net purchase payments. The benefit allocation plan you select may include the foundation account. There are certain additional requirements applicable to the foundation account. See Rider Section 3.3.

A violation of the investment restrictions occurs if:

- a.) your contract value is transferred to an investment option other than an available benefit allocation plan; or
- b.) there is a change in allocation to an investment option other than an available benefit allocation plan; or
- c.) you request a partial withdrawal from the foundation account before the value in all other investment options is exhausted.

Subject to any notice, approval or consent required by applicable law, we reserve the right to:

- a.) add benefit allocation plans without prior notice;
- b.) remove or substitute benefit allocation plans; and
- c.) substitute investment options within an available benefit allocation plan.

You will be notified in advance of any substitution, removal or other change to your ability to use a benefit allocation plan that you selected.

3.2 What happens if the investment restrictions are violated?

If the investment restrictions are violated during the minimum charge period:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the LBB will be the LBB as of the valuation day immediately preceding the violation for the sole purpose of calculating the rider charge from the date of the violation to the date of termination; and
- c.) as of the date of the violation:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 6 will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a non-lifetime withdrawal or lifetime withdrawal under this rider;
 - 2.) the step-up option described in Rider Section 7.4 will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 7.2 will no longer be in effect.

If the investment restrictions are violated on any date following completion of the minimum charge period, this rider will automatically terminate as of the date the violation occurred.

3.3 What additional requirements apply to the foundation account?

If you request a transfer and the foundation account is required as part of the benefit allocation plan into which you elect to transfer, we require allocation of a specific dollar amount to the foundation account at that time. See Rider Section 5.3.

If the LBB is stepped-up and the foundation account is part of the benefit allocation plan then in effect, we require allocation of a specific dollar amount to the foundation account at that time. See Rider Section 7.5.

RIDER SECTION 4.**RIDER CHARGES**

4.1 Is there a charge for this rider?

There is an annual charge for this rider. The annual charge is determined by multiplying the rider charge rate by the average daily LBB for the prior contract year. The LBB as of each calendar day will be used to calculate the average daily LBB for the prior contract year.

The initial rider charge rate is shown on the Rider Data Page. We reserve the right to change the rider charge rate if the step-up option is in effect and a step-up occurs. The rider charge rate will not exceed the maximum rider charge rate shown on the Rider Data Page.

During the accumulation period, this charge will be deducted pro-rata from your contract value in all investment options except the foundation account. If there is insufficient value in such investment options, the charge will be deducted from the contract value in all investment options including the foundation account.

The rider charge will be deducted on each contract anniversary.

The rider charge will also be deducted upon:

- a.) full surrender of the contract;
- b.) termination of the rider after expiration of the minimum charge period;
- c.) payment of death proceeds; or
- d.) the start of payments under an income payout option, if not on a contract anniversary.

Any charge for a partial year will be in proportion to the number of days since the prior contract anniversary.

RIDER SECTION 5.**PURCHASE PAYMENTS AND TRANSFERS**

5.1 Can you change the allocation of net purchase payments?

You may change the allocation of subsequent net purchase payments to one of the other available benefit allocation plans at any time, without charge by written request. Any change will be effective at the time we receive your written request. However, your contract value at the time of such request must also be transferred to the benefit allocation plan selected, as described in Rider Section 5.3.

Changing allocation to an investment option other than an available benefit allocation plan during a benefit period is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

5.2 How will additional purchase payments made to your contract affect the LBB?

Additional purchase payments will increase your LBB, subject to the following requirements:

- a.) we must receive any additional purchase payments during the window period shown on the Rider Data Page; and
- b.) the increase in your LBB is limited to the maximum window purchase payment amount shown on the Rider Data Page.

Any additional purchase payments that are made after the window period will increase your contract value, but will not increase your LBB. Any additional purchase payments or portion of an additional purchase payment that exceeds the maximum window purchase payment amount will increase your contract value, but will not increase your LBB.

The annual charge for this rider is determined by multiplying the current annual rider charge rate by the average daily LBB; therefore additional purchase payments that increase your LBB will also increase the annual charge for this rider.

5.3 Can contract value be transferred?

You may transfer your contract value to any benefit allocation plan that we make available. If a transfer is requested and the foundation account is required as part of the benefit allocation plan into which you elect to transfer, we require allocation of a specific dollar amount to the foundation account at that time. The dollar amount that must be allocated to the foundation account is equal to the LBB (as of the transfer date) multiplied by the foundation account allocation percentage required for the benefit allocation plan selected. The required dollar amount will be transferred to the foundation account from the other subaccount values first (on a pro-rata basis) then from any DCA fixed periods, if applicable, from oldest to newest. The remaining contract value (after deducting the required dollar amount) will be transferred to all other subaccounts included in the benefit allocation plan selected in proportion to the allocation percentage required for each subaccount.

Transferring your contract value to an investment option other than an available benefit allocation plan is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

RIDER SECTION 6.

**GUARANTEED LIFETIME WITHDRAWAL
BENEFIT**

6.1 What is the guaranteed lifetime withdrawal benefit?

The guaranteed lifetime withdrawal benefit guarantees that you may take lifetime withdrawals under this rider regardless of your contract value. You may take one non-lifetime withdrawal prior to taking your first lifetime withdrawal.

All withdrawals under this rider are also partial withdrawals under the contract to which this rider is attached. Partial withdrawals will occur on a pro-rata basis (unless you designate otherwise) from all investment options other than the foundation account until the value in such investment options is exhausted. A partial withdrawal from the foundation account before the value in all other investment options is exhausted is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

6.2 When can a non-lifetime withdrawal be made?

You may take one non-lifetime withdrawal at any time on or after the rider issue date and prior to making a lifetime withdrawal.

6.3 What amount can be withdrawn as a non-lifetime withdrawal and what is the effect of the withdrawal?

You may withdraw any amount as a non-lifetime withdrawal. The effect of a non-lifetime withdrawal, regardless of the amount of the withdrawal, is that there will be no annual credit to the SIBB on the rider anniversary following the withdrawal. See Rider Section 7.3.

In addition, if you withdraw more than the GALWA (an excess withdrawal) the following will occur:

- a.) the annual credit to the SIBB, when it resumes, will be reduced as described in Rider Section 7.3;
- b.) the LBB will be adjusted and the GALWA will be reduced as described in Rider Section 8.2; and
- c.) if the withdrawal would cause the contract's surrender value to be less than \$2,000, we will treat your withdrawal request as a full surrender, and this rider will terminate.

The GALWA at the time of withdrawal is determined by multiplying the LBB at the time the non-lifetime withdrawal occurs by the annual withdrawal benefit percentage shown on the Rider Data Page. The percentage will be based on the youngest covered person's current age at the time the non-lifetime withdrawal occurs.

6.4 When can lifetime withdrawals be made?

You may begin making lifetime withdrawals under this rider at any time on or after the rider issue date.

6.5 What amount can be withdrawn under this rider as a lifetime withdrawal?

You can withdraw up to the GALWA each rider year on or after the rider issue date.

The GALWA is determined by multiplying the LBB at the time the lifetime withdrawal occurs by the annual withdrawal benefit percentage shown on the Rider Data Page. The percentage is based on the youngest covered person's current age at the time the first lifetime withdrawal occurs. The annual withdrawal benefit percentage will not change after your first lifetime withdrawal.

If you withdraw more than the GALWA (an excess withdrawal), the LBB will be adjusted and the GALWA will be reduced. See Rider Section 8.2.

6.6 What happens if a lifetime withdrawal causes your contract value to be equal to or less than zero?

If a lifetime withdrawal under the terms of this rider causes your contract value to be equal to or less than zero:

- a.) the accumulation period under your contract will end and the payout period will automatically begin;
- b.) the remaining guaranteed withdrawals under this rider will occur under an income payout option that we make available for that purpose; and
- c.) all other riders attached to your contract, if any, will terminate.

6.7 What happens on the anticipated payout date?

If lifetime withdrawals have begun and will continue past the anticipated payout date:

- a.) we may not accept any additional purchase payments;
- b.) we will extend your payout date in order to continue providing lifetime withdrawals under the terms of this rider; and
- c.) all other riders attached to your contract, if any, will terminate.

If lifetime withdrawals have not begun as of the anticipated payout date, you may change the payout date by written request, as described in the contract to which this rider is attached. If the payout date is extended, we may not accept additional purchase payments, and all other riders attached to your contract, if any, will terminate. If the payout date is not changed, we will use the anticipated payout date as your payout date and this rider will terminate, as described in Rider Section 2.7.

The anticipated payout date is shown on the data page for the contract to which this rider is attached.

RIDER SECTION 7.**LIFETIME BENEFIT BASIS**

7.1 How is the LBB determined?

The LBB as of the rider issue date is shown on the Rider Data Page.

The LBB will be increased by any purchase payment(s) received during the window period (up to the maximum window purchase payment allowed as shown on the Rider Data Page); and it may increase on each rider anniversary that the simple interest benefit and/or the step-up option are in effect as described in Rider Section 7.5.

If an excess withdrawal occurs, your LBB will be adjusted and the GALWA will be reduced. See Rider Section 8.2.

7.2 What is the simple interest benefit and when is it in effect?

The simple interest benefit is a benefit that may increase the LBB on each rider anniversary that it is in effect, as described in Rider Section 7.5. For purposes of determining your LBB while the simple interest benefit is in effect, a value, referred to as the SIBB, is calculated on each rider anniversary, as described in Rider Section 7.3.

The simple interest benefit is in effect on each of the first ten (10) rider anniversaries, provided no investment violations and no lifetime withdrawals have occurred since the rider issue date.

If a step-up occurs while the benefit is in effect, the benefit will remain in effect for each of the ten (10) rider anniversaries following the step-up, provided no investment violations and no lifetime withdrawals have occurred since the rider issue date. However, in no event will this benefit remain in effect after the 20th rider anniversary.

For example, if a step-up occurs on your 5th, 8th and 14th rider anniversaries, this benefit will remain in effect until your 20th rider anniversary. If a step-up occurs on your 5th and 8th rider anniversaries, and there is no step-up on rider anniversaries 9 through 18, the benefit will remain in effect until your 18th rider anniversary. These examples assume that no investment violations and no lifetime withdrawals have occurred since the rider issue date.

This benefit will remain in effect until the earliest of:

- a.) your first lifetime withdrawal following the rider issue date; or
- b.) your 10th rider anniversary, if no step-ups have occurred as of that date; or
- c.) the 10th step-up anniversary of the last step-up that occurs while this benefit is in effect; or
- d.) the 20th rider anniversary; or
- e.) the date you violate the investment restrictions, as described in Rider Section 3.1; or
- f.) the date you change ownership of the contract to which this rider is attached.

While the simple interest benefit is in effect, it may increase your LBB (and therefore your lifetime withdrawals under this rider); however, it will not increase your contract value.

7.3 How is the SIBB determined?

The SIBB on your rider issue date is equal to the LBB as of that date. The SIBB will be increased by any window purchase payment(s). The term "window purchase payment(s)" means purchase payment(s) received during the window period (up to the maximum window purchase payment allowed as shown on the Rider Data Page). On each rider anniversary that the simple interest benefit is in effect an

annual credit may also be applied to increase the SIBB.

If an excess withdrawal occurs, the SIBB will be reset (decreased) by the greater of:

- a.) the excess withdrawal amount; or
- b.) a proportional adjustment amount that is equal to (A) divided by (B), with the result multiplied by (C), where:

(A) = the excess withdrawal amount.

(B) = the contract value prior to the withdrawal minus the remaining GALWA, if any, at the time of withdrawal. The remaining GALWA is the amount available for withdrawal without exceeding the GALWA.

(C) = the SIBB prior to the withdrawal.

The annual credit, if any, for each rider anniversary that the simple interest benefit is in effect will be determined as follows:

- a.) if no withdrawals have occurred since the rider issue date, the annual credit for that rider anniversary will be equal to the LBB at the end of the first rider year multiplied by the SIBB Rate;
- b.) if a non-lifetime withdrawal occurred during a rider year:
 - 1.) there will be no annual credit for the rider anniversary immediately following the non-lifetime withdrawal;
 - 2.) the annual credit will resume on the next rider anniversary; and
 - 3.) the amount of the annual credit, when it resumes, will not change unless the withdrawal was an excess withdrawal. If the withdrawal was an excess withdrawal, the amount of the annual credit, when it resumes will be equal to the the SIBB Rate multiplied by an adjusted LBB. The adjusted LBB is used solely for the purpose of this calculation and is equal to the LBB at the end of the first rider year, reduced by the greater of:

i.) The excess withdrawal amount; or

ii.) A proportional adjustment that is equal to (A) divided by (B), with the result multiplied by (C), where:

(A) = the excess withdrawal amount.

(B) = the contract value prior to the withdrawal minus the remaining GALWA, if any, at the time of the withdrawal. The remaining GALWA is the amount available for withdrawal without exceeding the GALWA.

(C) = the LBB at the end of the first rider year.

The SIBB Rate is shown on the Rider Data Page. See Rider Section 7.2 for a description of when the simple interest benefit is in effect.

7.4 What is the step-up option?

The step-up option, if elected, is a benefit that may increase the LBB on each rider anniversary that it is in effect as described in Rider Section 7.5.

Once elected, the step-up option will remain in effect until the earliest of the following:

- a.) the rider anniversary on or following the youngest covered person's 85th birthday;
- b.) the date you terminate the option by written request;
- c.) the date you violate the investment restrictions, as described in Rider Section 3.1; or
- d.) the date you change ownership of the contract to which this rider is attached.

You may not re-elect the step-up option once it has been terminated. Step-ups will only be allowed if we are issuing new Guaranteed Lifetime Withdrawal Benefit Riders on the step-up date. Your annual report will indicate if the step-up option is in effect during the report period.

If you did not elect the automatic step-up option at the time of application, you may do so at a later date by written request. Step-ups will then begin automatically on the rider anniversary following receipt of your written request and will continue on each rider anniversary that the option is in effect.

7.5 How is the LBB determined when the simple interest option and/or the step-up option are in effect?

On each rider anniversary that the simple interest benefit and/or the step-up option are in effect, the LBB will be determined as follows:

- a.) **If both the simple interest benefit and the step-up option are in effect**, the LBB for that rider anniversary will be compared to the following amounts:
 - 1.) the SIBB as of that rider anniversary; and
 - 2.) the current contract value as of that rider anniversary.

If 1.) and/or 2.) is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the greatest amount.

If both 1.) and 2.) are lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

- b.) **If the step-up option is in effect, but the simple interest benefit is not in effect**, the LBB for that rider anniversary will be compared to the current contract value as of that rider anniversary.

If the contract value is greater than the LBB for that rider anniversary, the LBB will be increased (stepped-up) to be equal to the contract value.

If the contract value is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

c.) **If the simple interest benefit is in effect, but the step-up option is not in effect**, the LBB for that rider anniversary will be compared to the SIBB as of that rider anniversary.

If the SIBB is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the SIBB.

If the SIBB is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

If the LBB is stepped-up and the foundation account is required as part of the benefit allocation plan then in effect, we require allocation of a specific dollar to the foundation account at that time. The dollar amount that must be allocated to the foundation account is equal to the LBB (as of the step-up date) multiplied by the foundation account allocation percentage for the benefit allocation plan then in effect. Any required increase to the value in the foundation account will be transferred first from the other subaccount values on a pro-rata basis, then from any DCA fixed periods, if applicable, from oldest to newest. We reserve the right to waive this requirement. Waiver of this requirement will be administered on a non-discriminatory basis.

7.6 Will the simple interest benefit and/or the step-up option affect the annual charge for this rider?

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any increase to your LBB as a result of the simple interest benefit or step-up option will also increase the annual charge for this rider.

If the step-up option is in effect and a step-up occurs, the rider charge rate may differ from the initial rider charge rate, but will not exceed the maximum rider charge rate shown on the Rider Data Page. Any change in the rider charge rate will also affect the annual charge for this rider. See Rider Section 4.1.

RIDER SECTION 8.

EXCESS WITHDRAWALS

8.1 When does an excess withdrawal occur?

An excess withdrawal occurs if:

- a.) the amount withdrawn during a rider year exceeds the GALWA;
- or
- b.) the amount withdrawn, when added to prior withdrawals during a rider year, exceeds the GALWA.

The amount withdrawn during a rider year that is in excess of the GALWA is referred to as the “excess withdrawal amount”.

8.2 What happens if an excess withdrawal occurs?

If an excess withdrawal occurs, the LBB will be reset to equal the previous LBB reduced by the greater of:

- a.) the excess withdrawal amount; or
- b.) a proportional adjustment amount that is equal to (A) divided by (B), with the result multiplied by (C), where:

(A) = the excess withdrawal amount.

(B) = the contract value prior to the withdrawal minus the remaining GALWA, if any, at the time of withdrawal. The remaining GALWA is the amount available for withdrawal without exceeding the GALWA.

(C) = the LBB prior to the withdrawal.

The GALWA will then be recalculated and reduced, based on the newly reset LBB.

We reserve the right to waive the excess withdrawal treatment described above if the withdrawals are scheduled withdrawals intended to meet IRS required minimum distribution rules. The current prospectus will disclose if such waiver is in effect and any detailed requirements for such waiver.

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any decrease to your LBB will also decrease the annual charge for this rider.

RIDER SECTION 9.

DEATH BENEFIT PROCEEDS

9.1 What amount will be paid as death benefit proceeds during the accumulation period?

The amount that will be paid under this contract as death benefit proceeds is equal to the greater of the following:

- a.) the contract value as of the date due proof of death is received reduced by any applicable rider charges (calculated in proportion to the number of days since the prior contract anniversary for a partial year's charge); or
- b.) the sum of your net purchase payments made as of the date due proof of death is received; minus an adjustment for each partial withdrawal made as of the date due proof of death is received. The adjustment for a partial withdrawal is equal to the partial withdrawal amount plus an additional adjustment if an excess withdrawal occurred as described in Rider Section 8.

The additional adjustment for an excess withdrawal is equal to: (A) divided by (B); with that result multiplied by (C); and then finally reduced by (A), where:

- (A) = the excess withdrawal amount;
- (B) = the contract value immediately prior to the excess withdrawal;
- (C) = the sum of your net purchase payments immediately prior to the date the excess withdrawal occurred, less any adjustments already made for prior withdrawals.

This additional adjustment for an excess withdrawal has the effect of increasing the total adjustment amount when (C) is greater than (B) and reducing the total adjustment amount when (C) is less than (B).

The death benefit proceeds described above will be reduced by any applicable premium expense charges not previously deducted.

RIDER SECTION 10.

CONTINUATION BENEFIT

10.1 What is the continuation benefit?

The continuation benefit allows an eligible joint covered person (who is not a co-annuitant) to elect to continue the contract in lieu of receiving the death benefit proceeds. Such continuation is subject to the limitations and requirements of Internal Revenue Code §72(s).

A joint covered person is eligible for this benefit only if he or she was the deceased covered person's spouse and sole primary beneficiary of the contract as of the date of death.

A joint covered person who is eligible for the continuation benefit must elect the benefit within sixty (60) days of our receipt of due proof of the covered person's death. Upon election of this benefit, the joint covered person will continue to receive the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met. The Spouse Beneficiary Death Benefit Rider (Spouse/Partner Death Benefit Rider in some states), if any, will terminate upon election of this benefit due to the death of the primary covered person.

This benefit may be exercised only one time.

10.2 What happens if the joint covered person is not eligible for the benefit or the benefit is not elected?

If the joint covered person is not eligible for the continuation benefit or the benefit is not elected by an eligible joint covered person:

- a.) the death benefit proceeds will be paid in accordance with the terms of the contract; and
- b.) the contract, including this rider, will terminate.

CUNA Mutual Insurance Society



President

RIDER DATA PAGE

CONTRACT NUMBER: 12345678

**GUARANTEED LIFETIME WITHDRAWAL BENEFIT
WITH MINIMUM GUARANTEE DEATH BENEFIT**

PRIMARY COVERED PERSON

[John Doe]

ISSUE AGE

[35]

JOINT COVERED PERSON

[Jane Doe]

ISSUE AGE

[35]

OWNER(S)

[John Doe]

RIDER ISSUE DATE

[May 31, 2010]

Lifetime Benefit Basis (LBB): [\$100,000]

Window Period: [May 31, 20010 – May 31, 20011]

Maximum Window Purchase Payment: [\$200,000]

Simple Interest Benefit Basis Rate (SIBB Rate): [7.5%]

Initial Rider Charge Rate: [0.95%]

Minimum Charge Period: [May 31, 2010 – May 31, 2017]

Maximum Rider Charge Rate: 1.75%

Annual Withdrawal Benefit Percentage:

Single Covered Person	
<u>Age at First Lifetime Withdrawal</u>	
<u>Current Age</u>	<u>Percentage</u>
50-54	3.00%
55-60	3.75%
61-64	4.25%
65-69	4.50%
70-74	5.00%
75-79	5.25%
80+	5.50%

Joint Covered Persons	
<u>Age of Youngest Covered Person at First Lifetime Withdrawal</u>	
<u>Current Age</u>	<u>Percentage</u>
50-54	2.50%
55-60	3.25%
61-64	3.75%
65-69	4.00%
70-74	4.50%
75-79	4.75%
80+	5.00%

If only one covered person is living at the time of the first lifetime withdrawal, the percentages shown above will be increased by [0.50%]; and the percentage used will be based on the surviving covered person's current age at the time of the first lifetime withdrawal.

Benefit Allocation Plan: The required allocation % to the foundation account, if any, is shown in the Allocation % - Foundation Account column. The Allocation % - Excluding the Foundation Account column below totals to 100% for purposes of rebalancing, as described in Rider Section 2.3.

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
100% Diversified Income
OR
100% Conservative Allocation

Allocation % - Foundation Account
10% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
100% Moderate Allocation
OR
100% BlackRock Global Allocation

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Foundation Account
10% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Risk-Managed Funds Model:
20% Conservative Allocation
45% Moderate Allocation
15% Equity Income
10% Bond
10% Diversified Income

Allocation % - Excluding the Foundation Account
Conservative Growth Model:
14% Large Cap Growth
12% Van Kampen LIT Growth & Income II
5% International Stock
4% Oppenheimer International Growth
2% AIM V.I. Global Real Estate
3% PIMCO VIT CommodityRealReturn Strategy
15% PIMCO VIT Total Return
35% AIM V.I. Government Securities
10% PIMCO VIT Global Bond (Unhedged)

Allocation % - Excluding the Foundation Account
Balanced Model:
16% Large Cap Growth
13% Van Kampen LIT Growth & Income II
4% Mid Cap
7% International Stock
5% Oppenheimer International Growth
2% AIM V.I. Global Real Estate
3% PIMCO VIT CommodityRealReturn Strategy
3% Franklin High Income Securities
3% High Income
12% PIMCO VIT Total Return
24% AIM V.I. Government Securities
8% PIMCO VIT Global Bond

Allocation % - Excluding the Foundation Account
Moderate Growth Model:
18% Large Cap Growth
14% Van Kampen LIT Growth & Income II
5% Mid Cap
2% Oppenheimer Main Street Small Cap
9% International Stock
6% Oppenheimer International Growth
3% AIM V.I. Global Real Estate
3% PIMCO VIT CommodityRealReturn Strategy
3% Franklin High Income Securities
6% High Income
9% PIMCO VIT Total Return
16% AIM V.I. Government Securities
6% PIMCO VIT Global Bond

Allocation % - Foundation Account

20% Foundation Account - Bond

Allocation % - Foundation Account

30% Foundation Account - Bond

Allocation % - Foundation Account

40% Foundation Account - Bond

Allocation % - Excluding the Foundation Account

Growth Model:

- 20% Large Cap Growth
- 15% Van Kampen LIT Growth & Income II
- 6% Mid Cap
- 3% Oppenheimer Main Street Small Cap
- 11% International Stock
- 6% Oppenheimer International Growth
- 4% AIM V.I. Global Real Estate
- 5% PIMCO VIT CommodityRealReturn Strategy
- 3% Franklin High Income Securities
- 6% High Income
- 6% PIMCO VIT Total Return
- 9% AIM V.I. Government Securities
- 6% PIMCO VIT Global Bond

Allocation % - Excluding the Foundation Account

Aggressive Growth Model:

- 22% Large Cap Growth
- 16% Van Kampen LIT Growth & Income II
- 7% Mid Cap
- 6% Oppenheimer Main Street Small Cap
- 12% International Stock
- 7% Oppenheimer International Growth
- 5% AIM V.I. Global Real Estate
- 5% PIMCO VIT CommodityRealReturn Strategy
- 2% Franklin High Income Securities
- 5% High Income
- 4% PIMCO VIT Total Return
- 5% AIM V.I. Government Securities
- 4% PIMCO VIT Global Bond

Allocation % - Excluding the Foundation Account

Custom Portfolio:

- Conservative Allocation
- Moderate Allocation
- Aggressive Allocation
- Money Market
- Diversified Income
- Bond Fund
- High Income
- Large Cap Value
- 20% Large Cap Growth
- Mid Cap
- Small Cap
- 20% Equity Income
- International Stock
- PIMCO VIT Total Return
- PIMCO VIT Global Bond (Unhedged)
- 20% Franklin High Income Securities
- Franklin Income Securities
- Mutual Global Discovery Securities
- Oppenheimer Main Street
- Oppenheimer Main Street Small Cap
- Oppenheimer International Growth
- Van Kampen LIT Growth and Income II
- 20% Van Kampen LIT Mid Cap Growth II
- AIM V.I. Government Securities
- 20% BlackRock Global Allocation

GUARANTEED MINIMUM ACCUMULATION BENEFIT RIDER WITH 10-YEAR BENEFIT PERIOD

RIDER SECTION 1.**DEFINITIONS**

1.1 What are the most commonly used terms and what do they mean?

benefit allocation plan – one or more specific subaccounts of the variable account, a fixed account or a model allocation of subaccounts of the variable account to which contract value must be allocated while this rider is in effect. The benefit allocation plan you selected is shown on the Rider Data Page.

benefit basis – the guaranteed minimum contract value under this rider as of the expiration date for the benefit period. See Rider Section 6.2.

benefit period – a period of time beginning on a start date and continuing until an expiration date. References to a “benefit period” include your initial benefit period, a new benefit period if you elect to step-up and any renewal benefit period(s) thereafter.

foundation account – a subaccount of the variable account that is part of certain benefit allocation plans. The benefit allocation plan you select will determine the required allocation percentage, if any, to the foundation account.

monthly anniversary – the same day in each month as the rider issue date.

rider anniversary – the same day and month as the rider issue date for each year this rider remains in force.

rider issue date – the date shown on the Rider Data Page that is used to determine rider years and rider anniversaries.

rider year – any twelve-month period beginning on a rider issue date or a rider anniversary and ending one day before the next rider anniversary.

step-up anniversary – the same day and month as the step-up date if a step-up in the benefit basis is elected as described in Rider Section 6.4.

step-up date – the date on which a step-up in the benefit basis occurs, if elected, as described in Rider Section 6.4. The step-up date will be used to determine step-up anniversaries.

window period – the period of time that additional purchase payment(s) made may be included in the benefit basis. The window period, if any, is shown on the Rider Data Page.

RIDER SECTION 2.**GENERAL INFORMATION**

2.1 What is our agreement with you?

Our agreement with you includes this rider as a part of the contract to which it is attached. The provisions of the contract apply to this rider unless they conflict with the rider. If there is a conflict, the rider provision will apply.

Nothing in this rider is intended to override the “Death of Annuitant” and/or “Owner” provisions of the contract to which this rider is attached; and in all events this rider will be interpreted in a manner consistent with Section 72(s) of the Internal Revenue Code. The issue date for this rider is shown on the Rider Data Page.

We promise to provide the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met.

2.2 What are the eligibility requirements and benefits provided by this rider?

To be eligible for this rider the annuitant(s) must be no older than age 85 on the rider issue date. This rider is not available if the plan type for the contract to which this rider is attached is classified as a Beneficiary IRA or Non-qualified Beneficiary contract. The terms “Beneficiary IRA” or “Non-qualified Beneficiary” contract refer to a contract that has been inherited by a beneficiary upon the death of the contract holder.

Once issued, this rider provides for a guaranteed minimum accumulation benefit as described in this rider.

2.3 What is the Automatic Personal Portfolio Rebalance Service and is it required?

The Automatic Personal Portfolio Rebalancing Service (“rebalancing”) automatically transfers contract value between subaccounts (other than the foundation account) in order to achieve a particular percentage allocation of contract value among such subaccounts.

Rebalancing is required as a condition of this rider if the benefit allocation plan you selected includes two or more subaccounts, other than the foundation account. Rebalancing will occur automatically on an annual basis, on each contract anniversary, unless you elect a more frequent mode. The foundation account will not be rebalanced.

2.4 What happens if you change ownership of your contract?

If ownership of the contract to which this rider is attached is changed:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the benefit basis will be the benefit basis as of the valuation day immediately preceding the ownership change effective date, for the sole purpose of calculating the rider charge from the date ownership was changed to the date of termination; and
- c.) as of the ownership change effective date:
 - 1.) the guaranteed minimum accumulation benefit described in Rider Section 6 will be revoked;
 - 2.) you can not step-up the benefit basis or renew the benefit period as described in Rider Sections 6.4 and 6.5; and
 - 3.) this rider can not be converted to a Guaranteed Lifetime Withdrawal Benefit Rider as described in Section 6.6.

If the ownership change effective date occurs on any date following completion of the minimum charge period, this rider will automatically terminate as of that date.

2.5 When will this rider terminate?

Elective termination of this rider prior to the end of the minimum charge period is not allowed. The minimum charge period is shown on the Rider Data Page.

This rider will automatically terminate on the earliest of:

- a.) the expiration date of the benefit period, unless you elect to renew the benefit period;
- b.) the payout date;
- c.) the date due proof of death of the last surviving annuitant is received;
- d.) the date there is a change of annuitant for any reason; or
- e.) the date you surrender your contract.

This rider will also terminate if the investment restrictions are violated, as described in Rider Section 3.1, or if ownership of the contract to which this rider is attached is changed as described in Rider Section 2.4.

RIDER SECTION 3.

INVESTMENT RESTRICTITONS

3.1 Are there any investment restrictions?

In order to provide the guarantee described by this rider, we require use of an available benefit allocation plan for your contract value and for allocation of your net purchase payments. The benefit allocation plan you select may include the foundation account. There are certain additional requirements applicable to the foundation account. See Rider Section 3.3.

A violation of the investment restrictions occurs if:

- a.) your contract value is transferred to an investment option other than an available benefit allocation plan; or
- b.) there is a change in allocation to an investment option other than an available benefit allocation plan; or
- c.) you request a partial withdrawal from the foundation account before the value in all other investment options is exhausted.

Subject to obtaining approval or consent required by applicable law, we reserve the right to:

- a.) add benefit allocation plans without prior notice;
- b.) remove or substitute benefit allocation plans; and
- c.) substitute investment options within an available benefit allocation plan.

You will be notified in advance of any substitution, removal or change to a benefit allocation plan that you selected.

3.2 What happens if the investment restrictions are violated?

If the investment restrictions are violated during the minimum charge period:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the benefit basis will be the benefit basis as of the valuation day immediately preceding the violation for the sole purpose of calculating the rider charge from the date of the violation to the date of termination; and

- c.) as of the date of the violation:
 - 1.) the guaranteed minimum accumulation benefit described in Rider Section 6 will be revoked;
 - 2.) you can not step-up the benefit basis or renew the benefit period as described in Rider Sections 6.4 and 6.5; and
 - 3.) this rider can not be converted to a Guaranteed Lifetime Withdrawal Benefit Rider as described in Section 6.6.

If the investment restrictions are violated on any date following completion of the minimum charge period, this rider will automatically terminate as of the date the violation occurred.

3.3 What additional requirements apply to the foundation account?

If you request a transfer and the foundation account is required as part of the benefit allocation plan into which you elect to transfer, we require allocation of a specific dollar amount to the foundation account at that time. See Rider Section 5.3.

If the benefit basis is stepped-up and the foundation account is part of the benefit allocation plan then in effect, we require allocation of a specific dollar amount to the foundation account at that time. See Rider Section 6.4.

RIDER SECTION 4.

RIDER CHARGES

4.1 Is there a charge for this rider?

There is an annual charge for this rider. The annual charge is determined by multiplying the rider charge rate by the average daily benefit basis for the prior contract year. The benefit basis as of each calendar day will be used to calculate the average daily benefit basis for the prior contract year.

The initial rider charge rate is guaranteed not to change for the duration of the benefit period. We reserve the right to change the rate if you elect to step-up your benefit basis or renew the benefit period. The rider charge will not exceed the maximum rider charge rate shown on the Rider Data Page.

During the accumulation period, this charge will be deducted pro-rata from your contract value in all investment options except the foundation account. If there is insufficient value in such investment options, the charge will be deducted from the contract value in all investment options including the foundation account.

The rider charge will be deducted on each contract anniversary.

The rider charge will also be deducted upon:

- a.) full surrender of the contract;
- b.) election to step-up the benefit basis;
- c.) expiration of the benefit period;
- d.) conversion to a Guaranteed Lifetime Withdrawal Benefit Rider;
- e.) termination of the rider after expiration of the minimum charge period;
- f.) payment of death proceeds; or
- g.) the start of payments under an income payout option, if not on a contract anniversary.

Any charge for a partial year will be in proportion to the number of days since the prior contract anniversary.

RIDER SECTION 5.**PURCHASE PAYMENTS AND TRANSFERS**

5.1 Can you change the allocation of net purchase payments?

You may change the allocation of subsequent net purchase payments to one of the other available benefit allocation plans at any time, without charge by written request. Any change will be effective at the time we receive your written request. However, your contract value at the time of such request must also be transferred to the benefit allocation plan selected, as described in Rider Section 5.3.

Changing allocation to an investment option other than an available benefit allocation plan during a benefit period is a violation of the investment restrictions. See Rider Section 3.2, for a description of the consequences of such violation.

5.2 How will additional purchase payments made to your contract affect the benefit basis?

Additional purchase payments will increase your benefit basis, subject to the following requirements:

- a.) we must receive any additional purchase payments during the window period shown on the Rider Data Page; and
- b.) the increase in your benefit basis is limited to the maximum window purchase payment amount shown on the Rider Data Page.

Any additional purchase payments that are made after the window period will increase your contract value, but will not increase your benefit basis. Any additional purchase payments or portion of an additional purchase payment that exceeds the maximum window purchase payment amount will increase your contract value, but will not increase your benefit basis.

5.3 Can contract value be transferred?

You may transfer your contract value to any benefit allocation plan that we make available. If a transfer is requested and the foundation account is required as part of the benefit allocation plan into which you elect to transfer, we require allocation of a specific dollar amount to the foundation account at that time. The dollar amount that must be allocated to the foundation account is equal to the benefit basis (as of the transfer date) multiplied by the foundation account allocation percentage required for the benefit allocation plan selected. The required dollar amount will be transferred to the foundation account from the other subaccount values first (on a pro-rata basis) then from any DCA fixed periods, if applicable, from oldest to newest. The remaining contract value (after deducting the required dollar amount) will be transferred to all other subaccounts included in the benefit allocation plan selected in proportion to the allocation percentage required for each subaccount.

Transferring your contract value to an investment option other than an available benefit allocation plan is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

RIDER SECTION 6.**GUARANTEED MINIMUM ACCUMULATION
BENEFIT**

**6.1 What is the
guaranteed minimum
accumulation
benefit?**

The guaranteed minimum accumulation benefit is a guarantee that your contract value as of the expiration date for the benefit period will be at least as great as the benefit basis.

**6.2 How is the benefit
basis determined?**

The benefit basis as of the rider issue date is shown on the Rider Data Page.

The benefit basis will be increased by any purchase payment(s) received during the window period (up to the maximum window purchase payment allowed as shown on the Rider Data Page).

If a partial withdrawal occurs, your benefit basis will be reduced. See Rider Section 6.3.

**6.3 How is your benefit
basis adjusted for
partial withdrawals?**

If you make a partial withdrawal, your benefit basis will be reduced by the greater of:

- a.) the partial withdrawal amount, including associated surrender charges, if any; or
- b.) the proportion of your benefit basis withdrawn. The proportion is equal to (1) divided by (2), with the result multiplied by (3), where:

(1) = the partial withdrawal amount, including associated surrender charges, if any;

(2) = the contract value immediately prior to the partial withdrawal; and

(3) = the benefit basis immediately prior to the partial withdrawal.

A partial withdrawal from the foundation account before the value in all other investment options is exhausted is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily benefit basis; therefore, partial withdrawals that decrease your benefit basis will also decrease the annual charge for this rider.

**6.4 Can you step-up the
benefit basis to equal
the current contract
value?**

You have the option to step-up the benefit basis to equal the current contract value and begin a new benefit period on any monthly anniversary on or following the third (3rd) rider anniversary. If step-up is elected, you have the option to step-up the benefit basis again on any monthly anniversary on or following the third (3rd) step-up anniversary.

You may step-up the benefit basis provided:

- a.) your contract value is greater than zero;
- b.) your contract value is greater than the benefit basis as of the step-up date;
- c.) the benefit provided by this rider has not been revoked due to a violation of the investment restrictions;
- d.) the oldest annuitant is age 85 or younger as of the step-up date; and
- e.) the expiration date for the new benefit period does not extend past the anticipated payout date shown on the data page for the contract to which this rider is attached; and
- f.) we receive your written request to step-up the benefit basis.

Step-ups will only be allowed if we are issuing new Guaranteed Minimum Accumulation Benefit Riders on the date you request a step-up. Your step-up date will be the monthly anniversary following receipt of your written request.

If a step-up is elected:

- a.) the start date for the new benefit period is equal to the step-up date;
- b.) your benefit basis will be adjusted to be equal to your contract value as of the step-up date; and
- c.) the minimum charge period will start over as of the step-up date. We will send a new Rider Data Page to you with the information that is applicable to the new benefit period.

If the benefit basis is stepped up and the foundation account is required as part of the benefit allocation plan then in effect, we require allocation of a specific dollar amount to the foundation account at that time. The dollar amount that must be allocated to the foundation account is equal to the benefit basis (as of the step-up date) multiplied by the foundation account allocation percentage for the benefit allocation plan then in effect. Any required increase to the value in the foundation account will be transferred first from the other subaccount values on a pro-rata basis, then from any DCA fixed periods, if applicable, from oldest to newest. We reserve the right to waive this requirement. Waiver of this requirement will be administered on a non-discriminatory basis.

The rider charge rate for the new benefit period may differ from the rider charge rate shown on the Rider Data page.

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily benefit basis; therefore electing to step-up your benefit basis will result in an increase in the annual the charge for this rider, even if the rider charge rate shown on your Rider Data Page does not change. See Rider Section 4.1.

6.5 Can a benefit period be renewed?

You have the option to renew the benefit period as of the expiration date provided:

- a.) the expiration date for the renewal benefit period does not extend past the contract anniversary following the anticipated payout date as shown on Data Page for this contract to which this rider is attached;
- b.) the benefit provided by this rider has not been revoked due to a violation of the investment restrictions;
- c.) your contract value is greater than the benefit basis as of the expiration date; and
- d.) your written request to renew the benefit period is received in the home office thirty (30) days prior to an expiration date.

If you elect to renew the benefit period:

- a.) the start date for the renewal benefit period is equal to the expiration date for the prior benefit period;
- b.) the benefit basis will be adjusted to equal your contract value as of the renewal date; and
- c.) the minimum charge period will start over as of the renewal date.

The rider charge rate for the renewal benefit period may differ from the initial rider charge rate shown on the Rider Data Page but will not exceed the maximum rider charge rate shown on the Rider Data Page.

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily benefit basis; therefore, electing to renew the benefit basis will result in an increase in the annual charge for this rider, even if the rider charge rate does not change. See Rider Section 4.1

6.6 Can this rider be converted to a Guaranteed Lifetime Withdrawal Benefit Rider?

You have the option to convert this rider by written request to a Guaranteed Lifetime Withdrawal Benefit Rider provided:

- a.) the benefit provided by this rider has not been revoked due to a violation of the investment restrictions;
- b.) the oldest annuitant is age 85 or younger as of the date of conversion; and
- c.) we have a Guaranteed Lifetime Withdrawal Benefit Rider available to be issued for this purpose at the time of conversion. We reserve the right to discontinue issuing Guaranteed Lifetime Withdrawal Benefit Riders at any time. Discontinuance, if imposed, will be exercised in a non-discriminatory manner

Conversion will occur on the monthly anniversary following receipt of your written request for conversion.

6.7 What happens on the expiration date?

On the expiration date, we will compare the benefit basis to your contract value.

If the benefit basis is greater than your contract value:

- a.) we will add the difference to your contract value in all investment options, other than the foundation account, on a pro-rata basis;
- b.) the contract value in the foundation account, if any, will be transferred to all other investment options included in your benefit allocation plan on a pro-rata basis; and
- c.) this rider will terminate.

If the benefit basis is less than your contract value, there is no increase to your contract value. However, you may exercise one of the following options by written request:

- a.) renew the benefit period as described in Rider Section 6.5; or
- b.) convert this rider to an available Guaranteed Lifetime Withdrawal Benefit Rider as of the benefit period expiration date as described in Rider Section 6.6.

If you do not exercise your right to renew the benefit period or convert this rider:

- a.) the contract value in the foundation account, if any, will be transferred to all other investment options included in your benefit allocation plan on a pro-rata basis; and
- b.) this rider will terminate.

CUNA Mutual Insurance Society

A handwritten signature in black ink, enclosed within large, thin, rounded square brackets. The signature is highly stylized and cursive, appearing to consist of several overlapping loops and lines.

President

**GUARANTEED MINIMUM ACCUMULATION BENEFIT
WITH 10-YEAR BENEFIT PERIOD**

ANNUITANT

[John Doe]

ANNUITANT'S ISSUE AGE

[35]

CO-ANNUITANT

[Jane Doe]

CO-ANNUITANT'S ISSUE AGE

[35]

OWNER(S)

[John Doe]

RIDER ISSUE DATE

[May 31, 2010]

Step-Up Date: [N/A or actual step-up date]

Benefit Basis: [\$100,000]

Start Date: [May 31, 2010]

Expiration Date: [May 31, 2020]

Window Period: [May 31, 2010 – May 31, 2011]

Maximum Window Purchase Payment: [\$200,000]

Initial Rider Charge Rate: [1.05%]

Minimum Charge Period: [May 31, 2010 - May 31, 2017]

Maximum Annual Rider Charge Rate: 1.75%

Benefit Allocation Plan: The required allocation % to the foundation account, if any, is shown in the Allocation % - Foundation Account column. The Allocation % - Excluding the Foundation Account column below totals to 100% for purposes of rebalancing, as described in Rider Section 2.3.

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
100% Diversified Income

Allocation % - Foundation Account
10% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
100% Conservative Allocation

Allocation % - Foundation Account
20% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Risk-Managed Funds Model:
20% Conservative Allocation
45% Moderate Allocation
15% Equity Income
10% Bond
10% Diversified Income

Allocation % - Foundation Account
30% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
100% BlackRock Global Allocation
OR
100% Moderate Allocation

Allocation % - Foundation Account
10% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Conservative Growth Model:
14% Large Cap Growth
12% Van Kampen LIT Growth & Income II
5% International Stock
4% Oppenheimer International Growth
2% AIM V.I. Global Real Estate
3% PIMCO VIT CommodityRealReturn Strategy
15% PIMCO VIT Total Return
35% AIM V.I. Government Securities
10% PIMCO VIT Global Bond (Unhedged)

Allocation % - Foundation Account
20% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Balanced Model:
16% Large Cap Growth
13% Van Kampen LIT Growth & Income II
4% Mid Cap
7% International Stock
5% Oppenheimer International Growth
2% AIM V.I. Global Real Estate
3% PIMCO VIT CommodityRealReturn Strategy
3% Franklin High Income Securities
3% High Income
12% PIMCO VIT Total Return
24% AIM V.I. Government Securities
8% PIMCO VIT Global Bond

Allocation % - Foundation Account
30% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Moderate Growth Model:
18% Large Cap Growth
14% Van Kampen LIT Growth & Income II
5% Mid Cap
2% Oppenheimer Main Street Small Cap
9% International Stock
6% Oppenheimer International Growth
3% AIM V.I. Global Real Estate
3% PIMCO VIT CommodityRealReturn Strategy
3% Franklin High Income Securities
6% High Income
9% PIMCO VIT Total Return
16% AIM V.I. Government Securities
6% PIMCO VIT Global Bond

Allocation % - Foundation Account
40% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Growth Model:
20% Large Cap Growth
15% Van Kampen LIT Growth & Income II
6% Mid Cap
3% Oppenheimer Main Street Small Cap
11% International Stock
6% Oppenheimer International Growth
4% AIM V.I. Global Real Estate
5% PIMCO VIT CommodityRealReturn Strategy
3% Franklin High Income Securities
6% High Income
6% PIMCO VIT Total Return
9% AIM V.I. Government Securities
6% PIMCO VIT Global Bond

Allocation % - Foundation Account

50% Foundation Account - Bond

Allocation % - Foundation Account

50% Foundation Account - Bond

Allocation % - Excluding the Foundation Account

Aggressive Growth Model:

22% Large Cap Growth
16% Van Kampen LIT Growth & Income II
7% Mid Cap
6% Oppenheimer Main Street Small Cap
12% International Stock
7% Oppenheimer International Growth
5% AIM V.I. Global Real Estate
5% PIMCO VIT CommodityRealReturn Strategy
2% Franklin High Income Securities
5% High Income
4% PIMCO VIT Total Return
5% AIM V.I. Government Securities
4% PIMCO VIT Global Bond

Allocation % - Excluding the Foundation Account

Custom Portfolio:

Conservative Allocation
Moderate Allocation
Aggressive Allocation
Money Market
Diversified Income
Bond Fund
High Income
Large Cap Value
20% Large Cap Growth
Mid Cap
Small Cap
20% Equity Income
International Stock
PIMCO VIT Total Return
PIMCO VIT Global Bond (Unhedged)
20% Franklin High Income Securities
Franklin Income Securities
Mutual Global Discovery Securities
Oppenheimer Main Street
Oppenheimer Main Street Small Cap
Oppenheimer International Growth
Van Kampen LIT Growth and Income II
20% Van Kampen LIT Mid Cap Growth II
AIM V.I. Government Securities
20% Black Rock Global Allocation

AMENDMENT TO DEATH BENEFIT RIDER

The RIDER CHARGES provision of the Death Benefit Rider is deleted and replaced by the following.

2.1 Is there a charge for this rider?

There is an annual charge for this rider. The annual charge is determined by multiplying the annual percentage charge (shown on the contract data page) by the average monthly contract value for the prior year. The average monthly contract value is equal to the sum of each monthly contract value (the contract value as of the same day of the month as the contract issue date) divided by the number of months.

During the accumulation period, this charge will be deducted pro-rata from your contract value in all investment options except the foundation account. If there is insufficient value in such investment options, the charge will be deducted from the contract value in all investment options including the foundation account. This rider charge will be deducted on each contract anniversary.

This charge will also be deducted upon full surrender of the contract, termination of this rider, payment of death proceeds or the start of payments under an income payout option, if not on a contract anniversary. The charge for a partial year will be in proportion to the number of days since the prior contract anniversary.

2.2 What is the foundation account?

The foundation account is a subaccount of the variable account that is part of certain benefit allocation plans. The benefit allocation plan you selected when electing either the guaranteed lifetime withdrawal or guaranteed minimum accumulation benefit rider may include the foundation account.

CUNA Mutual Insurance Society



President

1. PLAN OPTION

REQUIRED. Select only one plan option.

MEMBERS® Variable Annuity III
Flexible choices for your retirement

Standard Plan

Four-Year Plan

Extra Credit Plan

I UNDERSTAND THAT CONTRACT VALUES, WHEN BASED ON THE INVESTMENT EXPERIENCE OF A VARIABLE ACCOUNT, ARE VARIABLE AND NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT.

Pennsylvania: If Extra Credit plan is selected above, Form 2009-PPC-PADIS, Extra Credit Plan Disclosure, must be left with the applicant.

STATE VARIATIONS

2. PARTIES TO THE CONTRACT

REQUIRED. All parties must be age 85 or younger on contract issue date. Any owner named below must be at least age 18 (age 15 in North Carolina, age 19 in Nebraska and Alabama and age 21 in Mississippi).

a. Annuitant (Owner) The annuitant is the owner unless a different owner is named section 2b. If annuitant is under age 18 (age 15 in North Carolina, age 19 in Nebraska and Alabama and age 21 in Mississippi) a different owner must be named in section 2b.

Name _____
FIRST MI LAST

SSN _____ Date of Birth _____ Gender Male Female

Mailing Address _____ U.S. Citizen Yes No

City _____ State _____ Zip _____ Daytime Phone _____

The following ID verification information is required per the USA Patriot Act.

Driver's License Passport Green Card Other Photo ID (list type): _____

Card No. _____ Expiration Date _____ Country/State of Issue _____

b. Owner (if other than Annuitant) For Non-qualified (other than Non-qualified Beneficiary) plan types only. For a trust owner, include a copy of the pages of the trust document which indicate trust name, trust date, trustee name(s), investment authority and signature(s), or complete Form 1919(CML), Trustee Certification of Insurance/Annuity Powers.

Name _____ Relationship _____
INDIVIDUAL/TRUST/CREDIT UNION TO ANNUITANT

Person Authorized to Receive Correspondence _____
IF TRUST OR CREDIT UNION

Trustee/Authorized Officer Name(s) _____ Date of Trust _____
IF TRUST OR CREDIT UNION

SSN/EIN _____ Date of Birth _____ Gender Male Female

Mailing Address _____ U.S. Citizen Yes No

City _____ State _____ Zip _____ Daytime Phone _____

The following ID verification information is required per the USA Patriot Act.

Driver's License Passport Green Card Other Photo ID (list type): _____

Card No. _____ Expiration Date _____ Country/State of Issue _____

If Trust or Credit Union: Country/State Where Formed _____ Date Formed _____

c. Co-owner For Non-qualified (other than Non-qualified Beneficiary) plan types only. Only a co-owner who is the spouse of the annuitant, as defined under federal tax law, will qualify for certain tax benefits available to spouses under federal tax law.

Name _____ Relationship _____
FIRST MI LAST TO ANNUITANT

SSN _____ Date of Birth _____ Gender Male Female

Mailing Address _____ U.S. Citizen Yes No

City _____ State _____ Zip _____ Daytime Phone _____

The following ID verification information is required per the USA Patriot Act.

Driver's License Passport Green Card Other Photo ID (list type): _____

Card No. _____ Expiration Date _____ Country/State of Issue _____

3. PLAN TYPE AND PURCHASE PAYMENT

REQUIRED. Complete sections 3a, 3b and 3c. Make checks payable to CUNA Mutual Insurance Society.

a. Initial Purchase Payment For Non-qualified and Non-qualified Beneficiary plan types, minimum 1st-year premium is \$5,000. For all other plan types, minimum 1st-year premium is \$2,000. The initial purchase payment applied will be equal to the actual amount received by the Company.

Submitted with Application \$ _____ Estimated Total Amount \$ _____

b. Plan Type and Payment Classification Select only one plan type and complete the row for that type. For SEP IRA, complete form 5305-SEP. For Beneficiary IRA, complete forms CLS-520, CLS-521 and CLS-381. For Non-qualified Beneficiary contracts, complete forms POS-90-NQBENE-1, POS-90-NQBENE-2 and POS-90-NQBENE-3. Only credit union-owned 457 plans are allowed. For IRAs, current and prior year contributions will be determined based on signed date of application.

PLAN TYPE	PAYMENT CLASSIFICATION				
<input type="checkbox"/> Non-qualified	\$ _____ NON-1035 EXCHANGE	\$ _____ 1035 EXCHANGE			
<input type="checkbox"/> Non-qualified Beneficiary "STRETCH"		\$ _____ 1035 EXCHANGE			
<input type="checkbox"/> Traditional IRA	\$ _____ ROLLOVER	\$ _____ TRANSFER	\$ _____ CURRENT YR CONTRIBUTION	\$ _____ PRIOR YR CONTRIBUTION	
<input type="checkbox"/> Roth IRA	\$ _____ ROLLOVER	\$ _____ TRANSFER	\$ _____ CURRENT YR CONTRIBUTION	\$ _____ PRIOR YR CONTRIBUTION	\$ _____ ROTH CONVERSION
<input type="checkbox"/> SEP IRA	\$ _____ ROLLOVER	\$ _____ TRANSFER	\$ _____ CURRENT YR CONTRIBUTION	\$ _____ PRIOR YR CONTRIBUTION	
<input type="checkbox"/> Beneficiary IRA "STRETCH"	\$ _____ ROLLOVER	\$ _____ TRANSFER			
<input type="checkbox"/> 457(b)	\$ _____ NEW MONEY	\$ _____ TRANSFER			
<input type="checkbox"/> 457(f)	\$ _____ NEW MONEY	\$ _____ TRANSFER			

Oregon: SEP IRA is not available.

STATE VARIATIONS

c. Source of Payments For each payment, list the source/company name from which funds are expected, estimated amount and plan type of existing contract. For 401(k) plan types, list Roth 401(k) amounts separately from regular 401(k) amounts.

SOURCE/COMPANY NAME	ESTIMATED AMOUNT	EXISTING PLAN TYPE
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

4. REPLACEMENT

REQUIRED. Answer both questions and complete as appropriate. See the replacement form instruction sheet to determine if replacement forms are required in owner's state of residence for any "yes" responses below.

Yes No Do you have any existing life insurance policies or annuity contracts with our Company or any other company?
If yes, a completed Important Notice: Replacement of Life Insurance or Annuities must accompany this application if required by the owner's state of residence.

Yes No Will this contract replace, discontinue or change any existing life insurance policies or annuity contracts with our Company or any other company?
If yes, a completed Replacement Form must accompany this application if required by the owner's state of residence.

COMPANY NAME OF POLICY/CONTRACT BEING REPLACED	POLICY/CONTRACT NUMBER
_____	_____
_____	_____
_____	_____

5. BENEFICIARY

REQUIRED. List each beneficiary for your contract and check whether they are primary or contingent.

Do not include fractions or percents for even distribution of proceeds. To list more beneficiaries, use section 12 or a separate signed and dated paper. If no primary beneficiary is named, the primary will be the estate of the annuitant. If the type of beneficiary is not checked, we will assume the type is primary. The owner has the right to predetermine how the beneficiary will receive the death benefit by completing form 40RESTRICT, Beneficiary Designation with Restricted Payout Options.

If the spouse/partner beneficiary death benefit is selected in section 9b, the annuitant/owner's spouse/partner must be named as sole primary beneficiary. If a GLWB is selected in Section 8b, the joint covered person, if any, must be named as sole primary beneficiary. In either case, one or more contingent beneficiaries may also be named.

FOR INDIVIDUAL BENEFICIARIES:

Primary/Contingent checkboxes, NAME, ADDRESS, RELATIONSHIP, SSN, DATE OF BIRTH fields.

Primary/Contingent checkboxes, NAME, ADDRESS, RELATIONSHIP, SSN, DATE OF BIRTH fields.

Primary/Contingent checkboxes, NAME, ADDRESS, RELATIONSHIP, SSN, DATE OF BIRTH fields.

Primary/Contingent checkboxes, NAME, ADDRESS, RELATIONSHIP, SSN, DATE OF BIRTH fields.

FOR TRUST BENEFICIARIES:

Primary/Contingent checkboxes, NAME OF TRUST, ADDRESS, TRUSTEE NAME(S), DATE OF TRUST fields.

Wisconsin: If owner is married and names someone other than their spouse as primary beneficiary, the spouse must give consent by signing in section 15.

STATE VARIATIONS

6. PHONE/FAX/INTERNET AUTHORIZATION

OPTIONAL. See form CLS-56, Phone/Fax/Internet Authorization, for details on what transactions can be authorized.

I understand that I will automatically have phone/fax/internet authorization unless the following box is marked:

I do NOT want this authorization. checkbox

I understand that the registered representative/agent/insurance producer assigned to my contract will automatically have phone/fax/internet authorization unless the following box is marked:

I do NOT want the registered representative/agent/insurance producer assigned to my contract to have this authorization. checkbox

STATE VARIATIONS

7. E-MAIL CONSENT

OPTIONAL. This consent allows you to receive the prospectus and other regulatory documents electronically via e-mail. This reduces environmental waste and the volume of mail you receive.

- I DO want to receive my regulatory documents, including the prospectus, statement of additional information, annual and semi-annual reports, and proxy statements via e-mail, and I understand and agree:
a. This consent will be in effect until I revoke it;
b. While at certain times the Company may still choose to deliver paper copies, I can receive paper copies at any time by calling CUNA Mutual Insurance Society at 1.800.798.5500;
c. I may be charged by a third party vendor for the access to the Internet necessary to obtain the documents and/or download Adobe Reader software, but I will not be charged by CUNA Mutual Insurance Society; and
d. I must have access to computer equipment and software that can access a website and read documents formatted for Adobe Reader. Adobe Reader software can be downloaded for no charge at www.adobe.com.

You must provide a valid e-mail address to participate in electronic delivery of your regulatory documents. You will receive an e-mail confirmation of your consent. The consent process will be complete only when you reply to that e-mail as instructed.

Owner E-mail PRINT E-MAIL ADDRESS

Co-owner E-mail (if different than Owner E-mail) PRINT E-MAIL ADDRESS

STATE VARIATIONS

8. LIVING BENEFITS

OPTIONAL. Select only one living benefit rider from section 8. Living benefits below are available for additional charge. Not available with Beneficiary IRA or Non-qualified Beneficiary plan types. GLWB is not available with 457(b) or 457(f) plan types.

a. Guaranteed Minimum Accumulation Benefit (GMAB) Annuitant must be age 85 or younger on contract issue date. Available only if the initial purchase payment is \$1,000,000 or less.

10-year Principal Protector

Washington: GMAB is not available.

STATE VARIATIONS

b. Guaranteed Lifetime Withdrawal Benefit (GLWB) Annuitant and joint covered person, if any, must be no younger than age 55 for Income Now or age 50 for Income Later, and no older than age 85 on contract issue date. Annuitant named in section 2a is the covered person and must also be the owner unless the owner named in section 2b is a trust. Naming a joint covered person is optional. If a joint covered person is named, the annual withdrawal benefit percentage will be based on the age of the younger person. Step-ups may be elected now or after contract issue.

Income Now - Income Protector

I elect the automatic step-up option.

Income Later - Income Protector

I elect the automatic step-up option.

Joint Covered Person Only an annuitant's spouse, as defined under the Federal Defense of Marriage Act (an annuitant's spouse or civil union partner in New Jersey), can be named as the joint covered person. Not available if an owner is named in section 2b. If a joint covered person is named and there is a co-owner named in section 2c, the joint covered person and co-owner must be the same individual. The joint covered person must be named as sole primary beneficiary in section 5 (although one or more contingent beneficiaries may also be named).

Name _____ Relationship _____
FIRST MI LAST TO ANNUITANT/COVERED PERSON
SSN _____ Date of Birth _____ Gender Male Female
U.S. Citizen Yes No

All states: The Federal Defense of Marriage Act ("DOMA") defines "marriage" as "a legal union between one man and one woman as husband and wife", and "spouse" as "a person of the opposite sex who is a husband or a wife".

New Hampshire: The Federal Defense of Marriage Act states that neither civil union partners nor same-gender married couples are considered married under federal law. Therefore, the favorable tax treatment provided by federal tax law to a surviving spouse is NOT available to a surviving civil union partner or the surviving spouse of a same-gender marriage. For information regarding federal tax laws, please consult a tax advisor.

New Jersey: Although either a spouse or civil union partner, as defined under New Jersey law, can be named as the joint covered person, the favorable tax treatment provided by federal tax law to a surviving spouse as defined under DOMA is NOT available to a surviving civil union partner. For more information regarding federal tax laws, please consult a tax advisor.

Pennsylvania: If a GLWB is selected above, form 2010-GLWB-MG-PADIS, Understanding Your Guaranteed Lifetime Withdrawal Benefit, must be left with the applicant.

STATE VARIATIONS

9. DEATH BENEFITS

OPTIONAL. Select one or more death benefit riders from section 9. Death benefits below are available for additional charge.

a. Additional Death Benefits Annuitant must be age 75 or younger on contract issue date. Not available if a GLWB is selected in section 8b.

Maximum Anniversary Value Death Benefit

3% Annual Guarantee Death Benefit

Earnings Enhanced Death Benefit Available only if Maximum Anniversary Value Death Benefit and/or 3% Annual Guarantee Death Benefit are selected above. Not available if Extra Credit plan is selected in section 1. Not available if Spouse/Partner Beneficiary Death Benefit is selected in section 9b.

New Jersey: Additional death benefits listed above are not available.

Washington: Only the Maximum Anniversary Value Death Benefit is available.

STATE VARIATIONS

b. Spouse/Partner Beneficiary Death Benefit For Non-qualified (other than Non-qualified Beneficiary) plan types only. Available only to a spouse, as defined under the Federal Defense of Marriage Act (spouse or partner in California, Connecticut, District of Columbia, Iowa, Massachusetts and New Jersey; spouse, civil union partner or same-gender spouse in New Hampshire). Not available if Earnings Enhanced Death Benefit is selected in section 9a. Available only if: (1) there is a sole annuitant/owner named in section 2a and no one is named in sections 2b and 2c; (2) the annuitant/owner's spouse/partner is named as the sole primary beneficiary in section 5 (although one or more contingent beneficiaries may also be named); (3) the sole primary beneficiary signs in section 15; and (4) the annuitant/owner and their spouse/partner beneficiary are both age 75 or younger on contract issue date.

Spouse/Partner Beneficiary Death Benefit Date of Birth _____ Gender Male Female

OF SPOUSE/PARTNER

All states: The Federal Defense of Marriage Act ("DOMA"), defines "marriage" as "a legal union between one man and one woman as husband and wife", and "spouse" as "a person of the opposite sex who is a husband or a wife".

California, Connecticut, District of Columbia, Iowa, Massachusetts and New Jersey: Partner means a legally-sanctioned domestic partnership, civil union or same-sex marriage that grants the same rights, responsibilities and obligations as married couples in accordance with applicable state law. For more information regarding federal tax laws, please consult a tax advisor.

New Hampshire: The Federal Defense of Marriage Act states that neither civil union partners nor same-gender married couples are considered married under federal law. Therefore, the favorable tax treatment provided by federal tax law to a surviving spouse is NOT available to a surviving civil union partner or the surviving spouse of a same-gender marriage. For information regarding federal tax laws, please consult a tax advisor.

STATE VARIATIONS

11. PAYMENT ALLOCATIONS WITHOUT LIVING BENEFITS

REQUIRED IF LIVING BENEFIT IS NOT SELECTED IN SECTION 8. Use only whole percent (1%) increments. Allocation must total 100%.

Complete only if a living benefit is NOT selected in section 8. The Company reserves the right to restrict purchase payments and transfers to fixed period and DCA accounts.

1. DOLLAR COST AVERAGING Check one box. If no box is checked, there will be no DCA. If a DCA account is selected, transfers and any future purchase payments will be automatically allocated as indicated under 2 below, unless you specify otherwise.

0% No DCA 100% DCA 6-Month 100% DCA 1-Year

2. SINGLE ALLOCATION OR CUSTOM ALLOCATION Complete either a single allocation on the left side or a custom allocation on the right side. Annual portfolio rebalancing is automatically included for all single allocations on the left side.

SINGLE ALLOCATION

Check only one box for a total of 100%.

MODEL	
<input type="checkbox"/> 100%	Conservative Growth Model (40/60)
<input type="checkbox"/> 100%	Balanced Model (50/50)
<input type="checkbox"/> 100%	Moderate Growth Model (60/40)
<input type="checkbox"/> 100%	Growth Model (70/30)
<input type="checkbox"/> 100%	Aggressive Growth Model (80/20)
<input type="checkbox"/> 100%	Risk-Managed Funds Model
100%	TOTAL

CUSTOM ALLOCATION

Minimum of 1% and maximum of 100% to any one fund. Must total 100%.

CUSTOM	
%	1-Year Fixed Period <i>Available only in Connecticut.</i>
%	USF Conservative Allocation Fund
%	USF Moderate Allocation Fund
%	USF Aggressive Allocation Fund
%	USF Money Market Fund
%	USF Diversified Income Fund
%	USF Bond Fund
%	USF High Income Fund
%	USF Large Cap Value Fund
%	USF Large Cap Growth Fund
%	USF Mid Cap Fund
%	USF Small Cap Fund
%	USF Equity Income Fund
%	USF International Stock Fund
%	PIMCO VIT Total Return Fund
%	PIMCO VIT Global Bond (Unhedged)
%	PIMCO VIT CommodityRealReturn™
%	Franklin High Income Securities Fund
%	Franklin Income Securities Fund
%	Mutual Global Discovery Securities Fund
%	Oppenheimer Main Street Fund®/VA
%	Oppenheimer Main Street Small Cap Fund®/VA
%	Oppenheimer International Growth Fund
%	Van Kampen LIT Growth and Income II
%	Van Kampen LIT Mid Cap Growth II
%	AIM V.I. Government Securities Fund
%	AIM V.I. Global Real Estate Fund
%	BlackRock Global Allocation Fund
100%	TOTAL

12. SPECIAL INSTRUCTIONS

OPTIONAL. Please print clearly.

13. FRAUD WARNING

REQUIRED. Refer to the warning for the owner's state of residence shown below.

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

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

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

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

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

All other states: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit, or knowingly presents materially false information in an application for insurance, may be guilty of a crime and may be subject to fines and confinement in prison, depending on state law.

STATE VARIATIONS

14. STATE NOTICE

REQUIRED. Refer to the notice for the owner's state of residence shown below.

California: I understand that I will have 10 days to examine my contract after I receive it (30 days if I am age 60 or older, or if I am any age and this contract replaces an existing contract). I further understand that if I exercise my right to cancel during the 10-day period (or 30-day period, if applicable) that I will receive a refund of my purchase payments adjusted to reflect a gain or loss. I understand that my refund could be less than the amount paid for the contract if my purchase payment allocation is to a model or variable subaccount.

North Carolina: Suitability Acknowledgement - By signing this application I acknowledge that this annuity meets my financial objectives and anticipated needs.

Oregon: If this contract will replace, change or modify an existing policy or contract, I hereby confirm that my registered representative has reviewed all product features, fees and charges with me.

All states except Oregon: If this contract will replace, change or modify an existing policy or contract, I hereby confirm my belief that replacing my existing contract is suitable, and I have considered product features, fees and charges.

STATE VARIATIONS

15. AGREEMENT

REQUIRED. Read and have all parties to the contract named in section 2 sign below.

- I represent that all my statements and answers given on this application are correct and true to the best of my knowledge and belief and are made as a basis for my application.
- I understand that no registered representative/agent/insurance producer is authorized to make, modify or discharge any annuity contract provision or waive any of the Company's rights or requirements.
- I understand that federal law requires all financial institutions to obtain the name, residential address, date of birth and government-issued taxpayer identification number, and any other information necessary to sufficiently verify the identity of each customer.
- If an owner is named in section 2b, I, as the annuitant, hereby consent to this coverage. I understand I have no rights of ownership to the contract, including no right to name a beneficiary.
- I agree that my purchase payments are to be allocated as indicated in section 10 for contracts with living benefits, and section 11 for contracts without living benefits.
- I understand the following applies based on the plan option I selected in section 1.

VA III - Standard Plan: PLAN TYPES OTHER THAN 457 - Each purchase payment has an individual surrender charge schedule which begins when the purchase payment is credited to my contract and continues for 7 years. The amount of the surrender charge is determined separately for each purchase payment and is based on the purchase payment and not on the contract year. 457 PLAN TYPES - The surrender charge schedule begins on my contract issue date and continues for 7 years following my contract issue date.

VA III - Four-Year Plan: Each purchase payment has an individual surrender charge schedule which begins when the purchase payment is credited to my contract. The amount of the surrender charge is determined separately for each purchase payment and is based on the contract year it was credited and the number of years since it was credited. Beginning with my 5th contract year, there are no surrender charges.

VA III - Extra Credit Plan: Each purchase payment has an individual surrender charge schedule which begins when the purchase payment is credited to my contract and continues for 7 years. The amount of the surrender charge is determined separately for each purchase payment and is based on the purchase payment and not on the contract year.

- **I ACKNOWLEDGE RECEIPT OF A CURRENT VARIABLE ANNUITY PROSPECTUS.**

I request a Statement of Additional Information.

STATE VARIATIONS

I UNDERSTAND THAT CONTRACT VALUES, WHEN BASED ON THE INVESTMENT EXPERIENCE OF A VARIABLE ACCOUNT, ARE VARIABLE AND NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT.

Signed at _____ CITY _____ STATE _____

SIGNATURE OF ANNUITANT/OWNER (NAMED IN SECTION 2A) DATE _____

SIGNATURE OF ANNUITANT/OWNER'S SPOUSE/PARTNER (IF DEATH BENEFIT IS SELECTED IN SECTION 9B) DATE _____

SIGNATURE OF OWNER/TRUSTEE/AUTHORIZED OFFICER (NAMED IN SECTION 2B) DATE _____

TITLE OF AUTHORIZED OFFICER (IF CREDIT UNION IS NAMED IN SECTION 2B) DATE _____

SIGNATURE OF CO-OWNER (NAMED IN SECTION 2C) DATE _____

WISCONSIN SPOUSAL CONSENT: SIGNATURE OF OWNER'S SPOUSE (IF PRIMARY BENEFICIARY OTHER THAN SPOUSE IS NAMED IN SECTION 5) (NO SIGNATURE INDICATES THAT EITHER A SPOUSE IS NAMED IN SECTION 5 OR THERE IS NO SPOUSE) DATE _____

16. HOME OFFICE ONLY

For administrative purposes only. Not to be used for any change that requires the owner's agreement in writing.

17. REGISTERED REPRESENTATIVE SECTION

REQUIRED. To be completed by registered representative/agent/insurance producer.

See the replacement form instruction sheet provided with this application to determine if replacement forms are required in the owner's state of residence for any "yes" responses below.

To the best of my knowledge:

Does the applicant have any existing life insurance policies or annuity contracts with our Company or any other company? If yes, a completed Important Notice: Replacement of Life Insurance or Annuities must accompany this application if required by the owner's state of residence.

Will this contract replace, discontinue or change any existing life insurance policies or annuity contracts with our Company or any other company? If yes, a completed Replacement Form must accompany this application if required by the owner's state of residence.

If yes, I confirm:

a. This replacement meets the standards for replacement sales identified in CUNA Mutual Insurance Society's Statement Regarding the Acceptability of Life and Annuity Replacement Sales.

b. The following sales materials were used: If no sales materials were used, state "None."

I select the following compensation option: If no option is selected, then option 1 will apply.

Standard Plan

- Options 1 (T025) through 5 (T100) for Standard Plan.

Four-Year Plan

- Options 1 (T100) through 4 (T000) for Four-Year Plan.

Extra Credit Plan

- Options 1 (T025) through 5 (T100) for Extra Credit Plan.

- 7 certification bullet points regarding application details, including military status, sales materials, financial needs, and suitability.

I UNDERSTAND THAT WHEN I SIGN THIS APPLICATION, I AM AGREEING TO ALL THE TERMS AND CONDITIONS APPLICABLE TO ME AS A REGISTERED REPRESENTATIVE.

Signature and Date fields.

Rep ID and Rep Name fields.

Rep Phone and Rep E-mail fields.

Credit Union ID and Credit Union Name fields.

Broker/Dealer ID and Broker/Dealer Name fields.

General Agent ID and General Agent Name fields.

SERFF Tracking Number: CUNA-126492939 State: Arkansas
 Filing Company: CUNA Mutual Insurance Society State Tracking Number: 44792
 Company Tracking Number: 2010-INGLWB ET. AL.
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: MEMBERS Variable Annuity III
 Project Name/Number: 2010 May VAIII Enhancements/2010-INGLWB et. al.

Supporting Document Schedules

Item Status: **Status**
Date:

Satisfied - Item: Flesch Certification

Comments:

Attached.

Attachment:

AR_AR Certif of Compliance with Rule 19 & 49 3.pdf

Item Status: **Status**
Date:

Satisfied - Item: Application

Comments:

The application form for these benefits is a new application form. It is attached to the Forms Schedule for your review.

Item Status: **Status**
Date:

Satisfied - Item: Previous Form Approval Document

Comments:

As noted in the Filing Description, attached is a document showing detail by state on form numbers, approval dates, and filing numbers (if available) relating to previously-approved forms that the forms of this filing will either replace or be used with.

Please scroll to your specific state in the document to find information applicable to your state.

Attachment:

Approval Dates.pdf

Item Status: **Status**
Date:

Satisfied - Item: Red-Lined Documents Showing
 Changes In New Forms to Old
 Forms

Comments:

Attached.

SERFF Tracking Number: CUNA-126492939 State: Arkansas
Filing Company: CUNA Mutual Insurance Society State Tracking Number: 44792
Company Tracking Number: 2010-INGLWB ET. AL.
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: MEMBERS Variable Annuity III
Project Name/Number: 2010 May VAIII Enhancements/2010-INGLWB et. al.

Attachments:

2010-INGLWB_final-marked_.pdf
2010-INGLWB-MG_final-marked_.pdf
2010-ILGLWB_final marked_.pdf
2010-ILGLWB-MG_final-marked_.pdf
2010-GMAB-10_final-marked_.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Statement of Variables

Comments:

Attached.

Attachments:

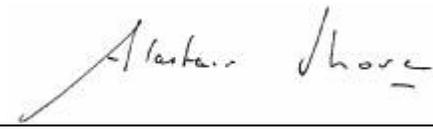
STATEMENT OF VARIABLES GLWBs May 2010.pdf
STATEMENT OF VARIABLES GMAB May 2010.pdf
STATEMENT OF VARIABLES VAAPP-2010.pdf

**Certificate of Compliance with
Arkansas Rule and Regulation 19 & 49**

Insurer: CUNA Mutual Insurance Society

Form Number(s): 2010-INGLWB, 2010-INGLWB-MG, 2010-ILGLWB, 2010-ILGLWB-MG, 2010-GMAB-10, 2010-VAIII-DBAMEND, and VAAPP-2010

I hereby certify that to the best of my knowledge and belief, the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulations 19 and 49.



Signature of Company Officer

Alastair Shore

Name

Sr. Vice President – Chief Underwriter

Title

February 10, 2010

Date

PREVIOUS FORM APPROVAL DOCUMENT

Form Number	Form Name	State	Approval	SERFF or Jurisdiction Filing Number (if available)
2004-VA(AK)	2004 Variable Annuity Contract - VAIII	AK		Exempt
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	AK		Exempt
2009-INGLWB	2009 Income Now GLWB for Conversions	AK		Exempt
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	AK		Exempt
2009-ILGLWB	2009 Income Later GLWB for Conversions	AK		Exempt
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	AK		Exempt
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	AK		Exempt
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	AK		Exempt
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	AK		Exempt
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	AK		Exempt
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	AK		Exempt
VAAPP-2009	Variable Annuity Application	AK		Exempt
VAAPP-2009-ALLOC	Payment Allocation Insert Page	AK		Exempt
2004-VA(AL)	2004 Variable Annuity Contract - VAIII	AL	10/20/06	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	AL	2/9/09	CUNA-126014933
2009-INGLWB	2009 Income Now GLWB for Conversions	AL	2/9/09	CUNA-126014933
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	AL	2/9/09	CUNA-126014933
2009-ILGLWB	2009 Income Later GLWB for Conversions	AL	2/9/09	CUNA-126014933
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	AL	9/2/08	CUNA-125768563
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	AL	9/2/08	CUNA-125768563
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	AL	10/20/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	AL	6/16/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	AL	6/16/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	AL	6/16/04	
VAAPP-2009	Variable Annuity Application	AL	2/9/09	CUNA-126014933
VAAPP-2009-ALLOC	Payment Allocation Insert Page	AL	2/9/09	CUNA-126014933
2004-VA	2004 Variable Annuity Contract - VAIII	AR	6/3/04	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	AR	2/11/09	CUNA-126014934
2009-INGLWB	2009 Income Now GLWB for Conversions	AR	2/11/09	CUNA-126014934
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	AR	2/11/09	CUNA-126014934
2009-ILGLWB	2009 Income Later GLWB for Conversions	AR	2/11/09	CUNA-126014934
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	AR	9/9/08	CUNA-125768562
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	AR	9/9/08	CUNA-125768562
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	AR	9/6/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	AR	6/3/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	AR	6/3/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	AR	6/3/04	
VAAPP-2009	Variable Annuity Application	AR	2/11/09	CUNA-126014934
VAAPP-2009-ALLOC	Payment Allocation Insert Page	AR	2/11/09	CUNA-126014934

2004-VA(AZ)	2004 Variable Annuity Contract - VAIII	AZ		Exempt
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	AZ		Exempt
2009-INGLWB	2009 Income Now GLWB for Conversions	AZ		Exempt
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	AZ		Exempt
2009-ILGLWB	2009 Income Later GLWB for Conversions	AZ		Exempt
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	AZ		Exempt
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	AZ		Exempt
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	AZ		Exempt
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	AZ		Exempt
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	AZ		Exempt
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	AZ		Exempt
VAAPP-2009(B)	Variable Annuity Application	AZ		Exempt
2004-VA(CA)	2004 Variable Annuity Contract - VAIII	CA	10/7/04	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	CA	11/16/09	PF-2009-00428
2009-INGLWB	2009 Income Now GLWB for Conversions	CA	11/16/09	PF-2009-00428
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	CA	11/16/09	PF-2009-00428
2009-ILGLWB	2009 Income Later GLWB for Conversions	CA	11/16/09	PF-2009-00428
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	CA	12/23/08	2008-02393
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	CA	12/23/08	2008-02393
2006-SPDB-RV1(CA)	Spouse Beneficiary Death Benefit Rider	CA	11/14/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	CA	10/7/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	CA	10/7/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	CA	10/7/04	
VAAPP-2009	Variable Annuity Application	CA	11/16/09	PF-2009-00428
VAAPP-2009-ALLOC	Payment Allocation Insert Page	CA	11/16/09	PF-2009-00428
2004-VA	2004 Variable Annuity Contract - VAIII	CO		Exempt
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	CO		Exempt
2009-INGLWB	2009 Income Now GLWB for Conversions	CO		Exempt
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	CO		Exempt
2009-ILGLWB	2009 Income Later GLWB for Conversions	CO		Exempt
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	CO		Exempt
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	CO		Exempt
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	CO		Exempt
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	CO		Exempt
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	CO		Exempt
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	CO		Exempt
VAAPP-2009	Variable Annuity Application	CO		Exempt
VAAPP-2009-ALLOC	Payment Allocation Insert Page	CO		Exempt

2004-VA(CT)	2004 Variable Annuity Contract - VAIII	CT	7/9/04	
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	CT	3/24/09	CUNA-126014935
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	CT	3/24/09	CUNA-126014935
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	CT	10/2/06	CUNA-126014935
2009-ILGLWB	2009 Income Later GLWB for Conversions	CT	3/24/09	CUNA-126014935
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	CT	11/12/08	CUNA-125768564
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	CT	11/12/08	CUNA-125768564
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	CT	7/9/04	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	CT	7/9/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	CT	7/9/04	
2009-INGLWB	2009 Income Now GLWB for Conversions	CT	3/24/09	
VAAPP-2009	Variable Annuity Application	CT	3/24/09	CUNA-126014935
VAAPP-2009-ALLOC	Payment Allocation Insert Page	CT	3/24/09	CUNA-126014935
2004-VA(DC)	2004 Variable Annuity Contract - VAIII	DC	5/28/04	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	DC	2/12/09	CUNA-126014937
2009-INGLWB	2009 Income Now GLWB for Conversions	DC	2/12/09	CUNA-126014937
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	DC	2/12/09	CUNA-126014937
2009-ILGLWB	2009 Income Later GLWB for Conversions	DC	2/12/09	CUNA-126014937
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	DC	9/22/09	CUNA-125768566
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	DC	9/22/08	CUNA-125768566
2006-SPDB-RV1(B)	Spouse Beneficiary Death Benefit Rider	DC	7/10/09	CUNA-126221890
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	DC	5/28/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	DC	5/28/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	DC	5/28/04	
VAAPP-2009	Variable Annuity Application	DC	2/12/09	CUNA-126014937
VAAPP-2009-ALLOC	Payment Allocation Insert Page	DC	2/12/09	CUNA-126014937
2004-VA	2004 Variable Annuity Contract - VAIII	DE	7/9/04	
2009-INGLWB-MG(DE)	2009 Income Now GLWB w/Minimum Guaranteed DB	DE	12/3/09	CUNA-126014936
2009-INGLWB(DE)	2009 Income Now GLWB for Conversions	DE	12/3/09	CUNA-126014936
2009-ILGLWB-MG(DE)	2009 Income Later GLWB w/Minimum Guaranteed DB	DE	12/3/09	CUNA-126014936
2009-ILGLWB(DE)	2009 Income Later GLWB for Conversions	DE	12/3/09	CUNA-126014936
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	DE	12/3/09	CUNA-126014936
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	DE	12/3/09	CUNA-126014936
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	DE	1/4/07	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	DE	7/9/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	DE	7/9/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	DE	7/9/04	
VAAPP-2009	Variable Annuity Application	DE	12/3/09	CUNA-126014936
VAAPP-2009-ALLOC	Payment Allocation Insert Page	DE	12/3/09	CUNA-126014936

2004-VA(FL)(0108)	2004 Variable Annuity Contract - VAIII	FL	11/19/07	FLA 07-19017
2009-INGLWB-MG(FL)	2009 Income Now GLWB w/Minimum Guaranteed DB	FL	3/19/09	FLA 09-02716
2009-INGLWB(FL)	2009 Income Now GLWB for Conversions	FL	3/19/09	FLA 09-02716
2009-ILGLWB-MG(FL)	2009 Income Later GLWB w/Minimum Guaranteed DB	FL	3/19/09	FLA 09-02716
2009-ILGLWB(FL)	2009 Income Later GLWB for Conversions	FL	3/19/09	FLA 09-02716
2008-GMAB-7(FL)	2008 GMAB Rider with 7 yr Benefit Period	FL	10/2/08	FLA 08-19454
2008-GMAB-10(FL)	2008 GMAB Rider with 10 yr Benefit Period	FL	10/2/08	FLA 08-19454
2006-SPDB-RV1(0108)	Spouse Beneficiary Death Benefit Rider	FL	11/19/07	
2004-MAV-RV1(0108)	VA-2004 Maximum Anniversary Value D.B. Rider	FL	11/19/07	
2004-EE-RV1(0108)	VA-2004 Earnings Enhanced D.B. Rider	FL	11/19/07	
2004-3AG-RV1(0108)	VA-2004 3% Annual Guarantee D. B. Rider	FL	11/19/07	
VAAPP-2009(B)	Variable Annuity Application	FL	3/19/09	FLA 09-02716
2004-VA	2004 Variable Annuity Contract - VAIII	GA	7/30/04	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	GA	3/4/09	CUNA-126014938
2009-INGLWB	2009 Income Now GLWB for Conversions	GA	3/4/09	CUNA-126014938
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	GA	3/4/09	CUNA-126014938
2009-ILGLWB	2009 Income Later GLWB for Conversions	GA	3/4/09	CUNA-126014938
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	GA	9/24/08	CUNA-125768567
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	GA	9/24/08	CUNA-125768567
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	GA	10/4/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	GA	7/30/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	GA	7/30/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	GA	7/30/04	
VAAPP-2009	Variable Annuity Application	GA	3/4/09	CUNA-126014938
VAAPP-2009-ALLOC	Payment Allocation Insert Page	GA	3/4/09	CUNA-126014938
2004-VA(HI)	2004 Variable Annuity Contract - VAIII	HI	8/17/04	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	HI	3/13/09	CUNA-126014939
2009-INGLWB	2009 Income Now GLWB for Conversions	HI	3/13/09	CUNA-126014939
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	HI	3/13/09	CUNA-126014939
2009-ILGLWB	2009 Income Later GLWB for Conversions	HI	3/13/09	CUNA-126014939
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	HI	9/29/08	CUNA-125768568
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	HI	9/29/08	CUNA-125768568
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	HI	1/24/07	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	HI	8/17/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	HI	8/17/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	HI	8/17/04	
VAAPP-2009	Variable Annuity Application	HI	3/13/09	CUNA-126014939
VAAPP-2009-ALLOC	Payment Allocation Insert Page	HI	3/13/09	CUNA-126014939

2004-VA	2004 Variable Annuity Contract - VAIII	IA	5/11/04		
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	IA	2/5/09	CUNA-126014943	
2009-INGLWB	2009 Income Now GLWB for Conversions	IA	2/5/09	CUNA-126014943	
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	IA	2/5/09	CUNA-126014943	
2009-ILGLWB	2009 Income Later GLWB for Conversions	IA	2/5/09	CUNA-126014943	
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	IA	8/28/08	CUNA-125777809	
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	IA	8/28/08	CUNA-125777809	
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	IA	8/18/06		
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	IA	5/11/04		
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	IA	5/11/04		
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	IA	5/11/04		
VAAPP-2009	Variable Annuity Application	IA	2/5/09	CUNA-126014943	
VAAPP-2009-ALLOC	Payment Allocation Insert Page	IA	2/5/09	CUNA-126014943	
2004-VA(ID)	2004 Variable Annuity Contract - VAIII	ID	6/29/04		
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	ID	2/9/09	CUNA-126014940	
2009-INGLWB	2009 Income Now GLWB for Conversions	ID	2/9/09	CUNA-126014940	
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	ID	2/9/09	CUNA-126014940	
2009-ILGLWB	2009 Income Later GLWB for Conversions	ID	2/9/09	CUNA-126014940	
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	ID	9/2/08	CUNA-125768569	
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	ID	9/2/08	CUNA-125768569	
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	ID	9/1/06		
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	ID	6/29/04		
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	ID	6/29/04		
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	ID	6/29/04		
VAAPP-2009	Variable Annuity Application	ID	2/9/09	CUNA-126014940	
VAAPP-2009-ALLOC	Payment Allocation Insert Page	ID	2/9/09	CUNA-126014940	
2004-VA(1IL)	2004 Variable Annuity Contract - VAIII	IL	5/1/06		
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	IL	4/8/09	CUNA-126014941	certification received
2009-INGLWB	2009 Income Now GLWB for Conversions	IL	4/8/09	CUNA-126014941	certification received
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	IL	4/8/09	CUNA-126014941	certification received
2009-ILGLWB	2009 Income Later GLWB for Conversions	IL	4/8/09	CUNA-126014941	certification received
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	IL	10/20/08	CUNA-125768570	certification received
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	IL	10/20/08	CUNA-125768570	certification received
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	IL	1/5/09	CUNA-125239522	certification approval
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	IL	5/1/06		
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	IL	5/1/06		
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	IL	5/1/06		
VAAPP-2009	Variable Annuity Application	IL	4/8/09	CUNA-126014941	certification received
VAAPP-2009-ALLOC	Payment Allocation Insert Page	IL	4/8/09	CUNA-126014941	certification received

2004-VA(IN)	2004 Variable Annuity Contract - VAIII	IN	7/8/04	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	IN	3/3/09	CUNA-126014942
2009-INGLWB	2009 Income Now GLWB for Conversions	IN	3/3/09	CUNA-126014942
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	IN	3/3/09	CUNA-126014942
2009-ILGLWB	2009 Income Later GLWB for Conversions	IN	3/3/09	CUNA-126014942
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	IN	9/22/08	CUNA-125768571
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	IN	9/22/08	CUNA-125768571
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	IN	9/29/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	IN	7/8/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	IN	7/8/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	IN	7/8/04	
VAAPP-2009	Variable Annuity Application	IN	3/3/09	CUNA-126014942
VAAPP-2009-ALLOC	Payment Allocation Insert Page	IN	3/3/09	CUNA-126014942
2004-VA	2004 Variable Annuity Contract - VAIII	KS	6/22/04	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	KS	2/13/09	CUNA-126014945
2009-INGLWB	2009 Income Now GLWB for Conversions	KS	2/13/09	CUNA-126014945
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	KS	2/13/09	CUNA-126014945
2009-ILGLWB	2009 Income Later GLWB for Conversions	KS	2/13/09	CUNA-126014945
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	KS	9/11/08	CUNA-125768572
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	KS	9/11/08	CUNA-125768572
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	KS	9/5/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	KS	6/22/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	KS	6/22/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	KS	6/22/04	
VAAPP-2009	Variable Annuity Application	KS	2/13/09	CUNA-126014945
VAAPP-2009-ALLOC	Payment Allocation Insert Page	KS	2/13/09	CUNA-126014945
2004-VA	2004 Variable Annuity Contract - VAIII	KY	7/14/04	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	KY	3/3/09	CUNA-126014946
2009-INGLWB	2009 Income Now GLWB for Conversions	KY	3/3/09	CUNA-126014946
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	KY	3/3/09	CUNA-126014946
2009-ILGLWB	2009 Income Later GLWB for Conversions	KY	3/3/09	CUNA-126014946
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	KY	9/3/08	CUNA-125768573
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	KY	9/3/08	CUNA-125768573
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	KY	10/20/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	KY	7/14/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	KY	7/14/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	KY	7/14/04	
VAAPP-2009	Variable Annuity Application	KY	3/3/09	CUNA-126014946
VAAPP-2009-ALLOC	Payment Allocation Insert Page	KY	3/3/09	CUNA-126014946

2004-VA(LA)	2004 Variable Annuity Contract - VAIII	LA	5/26/04	
2009-INGLWB-MG(LA)	2009 Income Now GLWB w/Minimum Guaranteed DB	LA	2/26/09	CUNA-126014947
2009-INGLWB(LA)	2009 Income Now GLWB for Conversions	LA	2/26/09	CUNA-126014947
2009-ILGLWB-MG(LA)	2009 Income Later GLWB w/Minimum Guaranteed DB	LA	2/26/09	CUNA-126014947
2009-ILGLWB(LA)	2009 Income Later GLWB for Conversions	LA	2/26/09	CUNA-126014947
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	LA	9/19/08	CUNA-125768574
2008-GMAB-10(LA)	2008 GMAB Rider with 10 yr Benefit Period	LA	9/19/08	CUNA-125768574
2006-SPDB-RV1(LA)	Spouse Beneficiary Death Benefit Rider	LA	10/3/06	
2004-MAV-RV1(LA)	VA-2004 Maximum Anniversary Value D.B. Rider	LA	5/26/04	
2004-EE-RV1(LA)	VA-2004 Earnings Enhanced D.B. Rider	LA	5/26/04	
2004-3AG-RV1(LA)	VA-2004 3% Annual Guarantee D. B. Rider	LA	5/26/04	
VAAPP-2009	Variable Annuity Application	LA	2/26/09	CUNA-126014947
VAAPP-2009-ALLOC	Payment Allocation Insert Page	LA	2/26/09	CUNA-126014947
2004-VA(MA-U)	2004 Variable Annuity Contract - VAIII	MA	10/21/04	
2008-INGLWB-MG	2008 Income Now GLWB w/ Minimum Guarantee DB	MA	2/23/09	CUNA-125768577
2008-INGLWB	2008 Income Now GLWB for conversions	MA	2/23/09	CUNA-125768577
2008-ILGLWB-MG(MA)	2008 Income Later GLWB w/ Minimum Guarantee DB	MA	2/23/09	CUNA-125768577
2008-ILGLWB(MA)	2008 Income Later GLWB for conversions	MA	2/23/09	CUNA-125768577
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	MA	2/23/09	CUNA-125768577
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	MA	2/23/09	CUNA-125768577
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	MA	6/28/07	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	MA	10/21/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	MA	10/21/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	MA	10/21/04	
VAAPP-2007(MA)	Variable Annuity Application	MA	4/16/08	CUNA-125434205
2004-VA(MD)	2004 Variable Annuity Contract - VAIII	MD	10/8/04	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	MD	4/20/09	CUNA-126014949
2009-INGLWB	2009 Income Now GLWB for Conversions	MD	4/20/09	CUNA-126014949
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	MD	4/20/09	CUNA-126014949
2009-ILGLWB	2009 Income Later GLWB for Conversions	MD	4/20/09	CUNA-126014949
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	MD	11/6/08	CUNA-125768576
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	MD	11/6/08	CUNA-125768576
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	MD	11/2/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	MD	10/8/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	MD	10/8/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	MD	10/8/04	
VAAPP-2009	Variable Annuity Application	MD	4/20/09	
VAAPP-2009-ALLOC	Payment Allocation Insert Page	MD	4/20/09	

2004-VA(ME)	2004 Variable Annuity Contract - VAIII	ME	7/12/06	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	ME	3/3/09	CUNA-126014948
2009-INGLWB	2009 Income Now GLWB for Conversions	ME	3/3/09	CUNA-126014948
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	ME	3/3/09	CUNA-126014948
2009-ILGLWB	2009 Income Later GLWB for Conversions	ME	3/3/09	CUNA-126014948
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	ME	9/8/08	CUNA-125768575
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	ME	9/8/08	CUNA-125768575
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	ME	9/8/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	ME	6/14/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	ME	6/14/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	ME	6/14/04	
VAAPP-2009(D)	Variable Annuity Application	ME	9/17/09	
2004-VA(S)	2004 Variable Annuity Contract - VAIII	MI		Exempt
2004-VA(U)	2004 Variable Annuity Contract - VAIII	MI		Exempt
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	MI		Exempt
2009-INGLWB	2009 Income Now GLWB for Conversions	MI		Exempt
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	MI		Exempt
2009-ILGLWB	2009 Income Later GLWB for Conversions	MI		Exempt
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	MI		Exempt
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	MI		Exempt
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	MI		Exempt
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	MI		Exempt
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	MI		Exempt
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	MI		Exempt
VAAPP-2009	Variable Annuity Application	MI		Exempt
VAAPP-2009-ALLOC	Payment Allocation Insert Page	MI		Exempt
2004-VA(MN)	2004 Variable Annuity Contract - VAIII	MN	3/8/05	
2009-INGLWB-MG(MN)	2009 Income Now GLWB w/Minimum Guaranteed DB	MN	6/22/09	CUNA-126014951
2009-INGLWB(MN)	2009 Income Now GLWB for Conversions	MN	6/22/09	CUNA-126014951
2009-ILGLWB-MG(MN)	2009 Income Later GLWB w/Minimum Guaranteed DB	MN	6/22/09	CUNA-126014951
2009-ILGLWB(MN)	2009 Income Later GLWB for Conversions	MN	6/22/09	CUNA-126014951
2008-GMAB-7(MN)	2008 GMAB Rider with 7 yr Benefit Period	MN	6/22/09	CUNA-126014951
2008-GMAB-10(MN)	2008 GMAB Rider with 10 yr Benefit Period	MN	6/22/09	CUNA-126014951
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	MN	2/2/07	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	MN	3/8/05	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	MN	3/8/05	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	MN	3/8/05	
VAAPP-2009	Variable Annuity Application	MN	6/22/09	CUNA-126014951
VAAPP-2009-ALLOC	Payment Allocation Insert Page	MN	6/22/09	CUNA-126014951

2004-VA(MO2)	2004 Variable Annuity Contract - VAIII	MO	7/3/06	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	MO	4/10/09	CUNA-126030691
2009-INGLWB	2009 Income Now GLWB for Conversions	MO	4/10/09	CUNA-126030691
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	MO	4/10/09	CUNA-126030691
2009-ILGLWB	2009 Income Later GLWB for Conversions	MO	4/10/09	CUNA-126030691
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	MO	9/10/08	CUNA-125768580
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	MO	9/10/08	CUNA-125768580
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	MO	9/11/06	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	MO	6/2/04	
VAAPP-2009(B)	Variable Annuity Application	MO	4/10/09	
2004-VA	2004 Variable Annuity Contract - VAIII	MS	6/4/04	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	MS	2/19/09	CUNA-126014952
2009-INGLWB	2009 Income Now GLWB for Conversions	MS	2/19/09	CUNA-126014952
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	MS	2/19/09	CUNA-126014952
2009-ILGLWB	2009 Income Later GLWB for Conversions	MS	2/19/09	CUNA-126014952
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	MS	9/26/08	CUNA-125768579
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	MS	9/26/98	CUNA-125768579
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	MS	10/11/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	MS	6/4/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	MS	6/4/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	MS	6/4/04	
VAAPP-2009	Variable Annuity Application	MS	2/19/09	
VAAPP-2009-ALLOC	Payment Allocation Insert Page	MS	2/19/09	
2004-VA(MT)	2004 Variable Annuity Contract - VAIII	MT	7/1/04	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	MT	4/21/09	CUNA-126014954
2009-INGLWB	2009 Income Now GLWB for Conversions	MT	4/21/09	CUNA-126014954
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	MT	4/21/09	CUNA-126014954
2009-ILGLWB	2009 Income Later GLWB for Conversions	MT	4/21/09	CUNA-126014954
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	MT	11/24/08	CUNA-125768581
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	MT	11/24/08	CUNA-125768581
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	MT	9/26/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	MT	7/1/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	MT	7/1/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	MT	7/1/04	
VAAPP-2009	Variable Annuity Application	MT	4/21/09	
VAAPP-2009-ALLOC	Payment Allocation Insert Page	MT	4/21/09	

2004-VA(NC)	2004 Variable Annuity Contract - VAIII	NC	6/25/04	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	NC	3/9/09	CUNA-126014960
2009-INGLWB	2009 Income Now GLWB for Conversions	NC	3/9/09	CUNA-126014960
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	NC	3/9/09	CUNA-126014960
2009-ILGLWB	2009 Income Later GLWB for Conversions	NC	3/9/09	CUNA-126014960
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	NC	9/23/08	CUNA-125768587; LH073169
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	NC	9/23/08	CUNA-125768587; LH073169
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	NC	9/29/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	NC	6/25/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	NC	6/25/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	NC	6/25/04	
VAAPP-2009	Variable Annuity Application	NC	3/9/09	
VAAPP-2009-ALLOC	Payment Allocation Insert Page	NC	3/9/09	
2004-VA(ND)	2004 Variable Annuity Contract - VAIII	ND	6/22/04	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	ND	3/16/09	CUNA-126014961
2009-INGLWB	2009 Income Now GLWB for Conversions	ND	3/16/09	CUNA-126014961
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	ND	3/16/09	CUNA-126014961
2009-ILGLWB	2009 Income Later GLWB for Conversions	ND	3/16/09	CUNA-126014961
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	ND	9/29/08	CUNA-125768588
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	ND	9/29/08	CUNA-125768588
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	ND	9/1/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	ND	6/22/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	ND	6/22/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	ND	6/22/04	
VAAPP-2009	Variable Annuity Application	ND	3/16/09	
VAAPP-2009-ALLOC	Payment Allocation Insert Page	ND	3/16/09	
2004-VA(NE)	2004 Variable Annuity Contract - VAIII	NE	7/15/04	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	NE	3/25/09	CUNA-126080969
2009-INGLWB	2009 Income Now GLWB for Conversions	NE	3/25/09	CUNA-126080969
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	NE	3/25/09	CUNA-126080969
2009-ILGLWB	2009 Income Later GLWB for Conversions	NE	3/25/09	CUNA-126080969
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	NE	10/3/08	CUNA-125768582; 50644
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	NE	10/3/08	CUNA-125768582; 50644
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	NE	9/14/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	NE	7/15/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	NE	7/15/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	NE	7/15/04	
VAAPP-2009	Variable Annuity Application	NE	3/25/09	
VAAPP-2009-ALLOC	Payment Allocation Insert Page	NE	3/25/09	

2004-VA(NH)	2004 Variable Annuity Contract - VAIII	NH	7/13/04	
2009-INGLWB-MG(NH)	2009 Income Now GLWB w/Minimum Guaranteed DB	NH	2/13/09	CUNA-126014957
2009-INGLWB(NH)	2009 Income Now GLWB for Conversions	NH	2/13/09	CUNA-126014957
2009-ILGLWB-MG(NH)	2009 Income Later GLWB w/Minimum Guaranteed DB	NH	2/13/09	CUNA-126014957
2009-ILGLWB(NH)	2009 Income Later GLWB for Conversions	NH	2/13/09	CUNA-126014957
2008-GMAB-7(NH)	2008 GMAB Rider with 7 yr Benefit Period	NH	10/14/08	CUNA-125768584
2008-GMAB-10(NH)	2008 GMAB Rider with 10 yr Benefit Period	NH	10/14/08	CUNA-125768584
2006-SPDB-RV1(NH)	Spouse Beneficiary Death Benefit Rider	NH	4/16/08	CUNA-125608806
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	NH	7/13/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	NH	7/13/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	NH	7/13/04	
VAAPP-2009	Variable Annuity Application	NH	2/13/09	CUNA-126014957
VAAPP-2009-ALLOC	Payment Allocation Insert Page	NH	2/13/09	CUNA-126014957
2004-VA(NJ)	2004 Variable Annuity Contract - VAIII	NJ	9/11/08	08-000769 RYO
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	NJ	4/15/09	CUNA-126014958
2009-INGLWB	2009 Income Now GLWB for Conversions	NJ	4/15/09	CUNA-126014958
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	NJ	4/15/09	CUNA-126014958
2009-ILGLWB	2009 Income Later GLWB for Conversions	NJ	4/15/09	CUNA-126014958
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	NJ	12/2/08	CUNA-125768585; NJ file 08-092062
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	NJ	12/2/08	CUNA-125768585; NJ file 08-092062
2006-SPDB-RV1(NJ)	Spouse Beneficiary Death Benefit Rider	NJ	9/11/08	08-000769 RYO
VAAPP-2009	Variable Annuity Application	NJ	4/15/09	CUNA-126014958
VAAPP-2009-ALLOC	Payment Allocation Insert Page	NJ	4/15/09	CUNA-126014958
2004-VA	2004 Variable Annuity Contract - VAIII	NM	6/30/04	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	NM	3/9/09	CUNA-126014959
2009-INGLWB	2009 Income Now GLWB for Conversions	NM	3/9/09	CUNA-126014959
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	NM	3/9/09	CUNA-126014959
2009-ILGLWB	2009 Income Later GLWB for Conversions	NM	3/9/09	CUNA-126014959
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	NM	9/15/08	CUNA-125768586
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	NM	9/15/08	CUNA-125768586
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	NM	9/25/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	NM	6/30/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	NM	6/30/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	NM	6/30/04	
VAAPP-2009	Variable Annuity Application	NM	3/9/09	
VAAPP-2009-ALLOC	Payment Allocation Insert Page	NM	3/9/09	

2004-VA	2004 Variable Annuity Contract - VAIII	NV	6/6/04	
2009-INGLWB-MG	2008 Income Now GLWB w/ Minimum Guarantee DB	NV	1/25/10	CUNA-126014956
2009-INGLWB	2008 Income Now GLWB for conversions	NV	1/25/10	CUNA-126014956
2009-ILGLWB-MG	2008 Income Later GLWB w/ Minimum Guarantee DB	NV	1/25/10	CUNA-126014956
2009-ILGLWB	2008 Income Later GLWB for conversions	NV	1/25/10	CUNA-126014956
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	NV	6/14/09	CUNA-125768583
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	NV	6/14/09	CUNA-125768583
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	NV	10/16/06	
2006-SPDB-RV1(B)	Spouse Beneficiary Death Benefit Rider	NV	(pending)	CUNA-126221891
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	NV	6/6/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	NV	6/6/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	NV	6/6/04	
VAAPP-2009(C)	Variable Annuity Application	NV	1/25/10	CUNA-126014956
2004-VA	2004 Variable Annuity Contract - VAIII	OH	6/23/04	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	OH	2/23/09	CUNA-126014962
2009-INGLWB	2009 Income Now GLWB for Conversions	OH	2/23/09	CUNA-126014962
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	OH	2/23/09	CUNA-126014962
2009-ILGLWB	2009 Income Later GLWB for Conversions	OH	2/23/09	CUNA-126014962
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	OH	10/20/08	CUNA-125768589
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	OH	10/20/08	CUNA-125768589
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	OH	9/28/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	OH	6/23/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	OH	6/23/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	OH	6/23/04	
VAAPP-2009	Variable Annuity Application	OH	2/23/09	CUNA-126014962
VAAPP-2009-ALLOC	Payment Allocation Insert Page	OH	2/23/09	CUNA-126014962
2004-VA(OK)	2004 Variable Annuity Contract - VAIII	OK	7/22/04	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	OK	2/9/09	CUNA-126014963
2009-INGLWB	2009 Income Now GLWB for Conversions	OK	2/9/09	CUNA-126014963
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	OK	2/9/09	CUNA-126014963
2009-ILGLWB	2009 Income Later GLWB for Conversions	OK	2/9/09	CUNA-126014963
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	OK	9/4/08	CUNA-125768590
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	OK	9/4/08	CUNA-125768590
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	OK	10/9/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	OK	7/22/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	OK	7/22/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	OK	7/22/04	
VAAPP-2009	Variable Annuity Application	OK	2/9/09	CUNA-126014963
VAAPP-2009-ALLOC	Payment Allocation Insert Page	OK	2/9/09	CUNA-126014963

2004-VA(OR)	2004 Variable Annuity Contract - VAIII	OR	1/16/07	
2008-INGLWB-MG(OR)	2008 Income Now GLWB w/ Minimum Guarantee DB	OR	12/2/08	CUNA-125768591; AN 0982 08
2008-INGLWB(OR)	2008 Income Now GLWB for conversions	OR	12/2/08	CUNA-125768591; AN 0982 08
2008-ILGLWB-MG(OR)	2008 Income Later GLWB w/ Minimum Guarantee DB	OR	12/2/08	CUNA-125768591; AN 0982 08
2008-ILGLWB(OR)	2008 Income Later GLWB for conversions	OR	12/2/08	CUNA-125768591; AN 0982 08
2008-GMAB-7(OR)	2008 GMAB Rider with 7 yr Benefit Period	OR	12/2/08	CUNA-125768591; AN 0982 08
2008-GMAB-10(OR)	2008 GMAB Rider with 10 yr Benefit Period	OR	12/2/08	CUNA-125768591; AN 0982 08
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	OR	9/7/07	
2004-MAV-RV1(OR)	VA-2004 Maximum Anniversary Value D.B. Rider	OR	1/16/07	
2004-EE-RV1(OR)	VA-2004 Earnings Enhanced D.B. Rider	OR	1/16/07	
2004-3AG-RV1(OR)	VA-2004 3% Annual Guarantee D. B. Rider	OR	1/16/07	
VAAPP-2007(OR2)	Variable Annuity Application	OR	12/2/08	CUNA-125768591; AN 0982 08
2004-VA(PA)	2004 Variable Annuity Contract - VAIII	PA	9/27/04	
2009-INGLWB-MG(PA)	2009 Income Now GLWB w/Minimum Guaranteed DB	PA	5/7/09	CUNA-126014965
2009-INGLWB(PA)	2009 Income Now GLWB for Conversions	PA	5/7/09	CUNA-126014965
2009-ILGLWB-MG(PA)	2009 Income Later GLWB w/Minimum Guaranteed DB	PA	5/7/09	CUNA-126014965
2009-ILGLWB(PA)	2009 Income Later GLWB for Conversions	PA	5/7/09	CUNA-126014965
2008-GMAB-7(PA)	2008-GMAB Rider with 10 yr Benefit Period	PA	11/5/08	CUNA-125768592
2008-GMAB-10(PA)	2008 GMAB Rider with 10 yr Benefit Period	PA	11/5/08	CUNA-125768592
2008-GMAB(PA)-Disclosure	GMAB Disclosure	PA	11/5/08	CUNA-125768592
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	PA	3/19/07	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	PA	9/27/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	PA	9/27/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	PA	9/27/04	
VAAPP-2009	Variable Annuity Application	PA	5/7/09	CUNA-126014965
VAAPP-2009-ALLOC	Payment Allocation Insert Page	PA	5/7/09	CUNA-126014965
2009-GLWB-PADIS	GLWB Disclosure	PA	5/7/09	CUNA-126014965
2009-GLWB-MG-PADIS	DGLWB isclosure	PA	5/7/09	CUNA-126014965
2004-VA	2004 Variable Annuity Contract - VAIII	RI	6/16/04	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	RI	2/9/09	CUNA-126014967
2009-INGLWB	2009 Income Now GLWB for Conversions	RI	2/9/09	CUNA-126014967
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	RI	2/9/09	CUNA-126014967
2009-ILGLWB	2009 Income Later GLWB for Conversions	RI	2/9/09	CUNA-126014967
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	RI	9/3/08	CUNA-125768594
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	RI	9/3/08	CUNA-125768594
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	RI	10/6/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	RI	6/16/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	RI	6/16/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	RI	6/16/04	
VAAPP-2009	Variable Annuity Application	RI	2/9/09	CUNA-126014967
VAAPP-2009-ALLOC	Payment Allocation Insert Page	RI	2/9/09	CUNA-126014967

2004-VA(SC)	2004 Variable Annuity Contract - VAIII	SC	6/4/04	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	SC	3/2/09	CUNA-126014968
2009-INGLWB	2009 Income Now GLWB for Conversions	SC	3/2/09	CUNA-126014968
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	SC	3/2/09	CUNA-126014968
2009-ILGLWB	2009 Income Later GLWB for Conversions	SC	3/2/09	CUNA-126014968
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	SC	10/6/08	CUNA-125768595; SC File 216634
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	SC	10/6/08	CUNA-125768595; SC File 216634
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	SC	8/30/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	SC	6/4/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	SC	6/4/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	SC	6/4/04	
VAAPP-2009	Variable Annuity Application	SC	3/2/09	CUNA-126014968
VAAPP-2009-ALLOC	Payment Allocation Insert Page	SC	3/2/09	CUNA-126014968
2004-VA	2004 Variable Annuity Contract - VAIII	SD	6/3/04	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	SD	2/9/09	CUNA-126014969
2009-INGLWB	2009 Income Now GLWB for Conversions	SD	2/9/09	CUNA-126014969
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	SD	2/9/09	CUNA-126014969
2009-ILGLWB	2009 Income Later GLWB for Conversions	SD	2/9/09	CUNA-126014969
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	SD	9/3/08	CUNA-125768596
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	SD	9/3/08	CUNA-125768596
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	SD	8/31/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	SD	6/3/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	SD	6/3/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	SD	6/3/04	
VAAPP-2009	Variable Annuity Application	SD	2/9/09	CUNA-126014969
VAAPP-2009-ALLOC	Payment Allocation Insert Page	SD	2/9/09	CUNA-126014969
2004-VA	2004 Variable Annuity Contract - VAIII	TN	6/4/04	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	TN	2/13/09	CUNA-126014970
2009-INGLWB	2009 Income Now GLWB for Conversions	TN	2/13/09	CUNA-126014970
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	TN	2/13/09	CUNA-126014970
2009-ILGLWB	2009 Income Later GLWB for Conversions	TN	2/13/09	CUNA-126014970
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	TN	9/4/08	CUNA-125768597
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	TN	9/4/08	CUNA-125768597
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	TN	9/8/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	TN	6/4/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	TN	6/4/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	TN	6/4/04	
VAAPP-2009	Variable Annuity Application	TN	2/13/09	CUNA-126014970
VAAPP-2009-ALLOC	Payment Allocation Insert Page	TN	2/13/09	CUNA-126014970

2004-VA(TX)(0108)	2004 Variable Annuity Contract - VAIII	TX	11/1/07	
2009-INGLWB-MG(TX)	2009 Income Now GLWB w/Minimum Guaranteed DB	TX	4/1/09	CUNA-126014971
2009-INGLWB(TX)	2009 Income Now GLWB for Conversions	TX	4/1/09	CUNA-126014971
2009-ILGLWB-MG(TX)	2009 Income Later GLWB w/Minimum Guaranteed DB	TX	4/1/09	CUNA-126014971
2009-ILGLWB(TX)	2009 Income Later GLWB for Conversions	TX	4/1/09	CUNA-126014971
2008-GMAB-7(TX)	2008 GMAB Rider with 7 yr Benefit Period	TX	10/22/08	CUNA-125768598
2008-GMAB-10(TX)	2008 GMAB Rider with 10 yr Benefit Period	TX	10/22/08	CUNA-125768598
2006-SPDB-RV1(0108)	Spouse Beneficiary Death Benefit Rider	TX	11/1/07	
2004-MAV-RV1(0108)	VA-2004 Maximum Anniversary Value D.B. Rider	TX	11/1/07	
2004-EE-RV1(0108)	VA-2004 Earnings Enhanced D.B. Rider	TX	11/1/07	
2004-3AG-RV1(0108)	VA-2004 3% Annual Guarantee D. B. Rider	TX	11/1/07	
VAAPP-2009	Variable Annuity Application	TX	4/1/09	CUNA-126014971
VAAPP-2009-ALLOC	Payment Allocation Insert Page	TX	4/1/09	CUNA-126014971
2004-VA(UT)	2004 Variable Annuity Contract - VAIII	UT	12/15/04	
2009-INGLWB-MG(B)	2009 Income Now GLWB w/Minimum Guaranteed DB	UT	2/26/09	CUNA-126014972
2009-INGLWB(B)	2009 Income Now GLWB for Conversions	UT	2/26/09	CUNA-126014972
2009-ILGLWB-MG(B)	2009 Income Later GLWB w/Minimum Guaranteed DB	UT	2/26/09	CUNA-126014972
2009-ILGLWB(B)	2009 Income Later GLWB for Conversions	UT	2/26/09	CUNA-126014972
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	UT	9/10/08	CUNA-125768599
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	UT	9/10/08	CUNA-125768599
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	UT	10/10/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	UT	12/15/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	UT	12/15/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	UT	12/15/04	
VAAPP-2009	Variable Annuity Application	UT	2/26/09	CUNA-126014972
VAAPP-2009-ALLOC	Payment Allocation Insert Page	UT	2/26/09	CUNA-126014972
2004-VA	2004 Variable Annuity Contract - VAIII	VA	6/17/04	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	VA	4/29/09	CUNA-126014974; 6/3776
2009-INGLWB	2009 Income Now GLWB for Conversions	VA	4/29/09	CUNA-126014974; 6/3776
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	VA	4/29/09	CUNA-126014974; 6/3776
2009-ILGLWB	2009 Income Later GLWB for Conversions	VA	4/29/09	CUNA-126014974; 6/3776
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	VA	10/10/08	CUNA-125768601
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	VA	10/10/08	CUNA-125768601
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	VA	9/26/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	VA	6/17/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	VA	6/17/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	VA	6/17/04	
VAAPP-2009(B)	Variable Annuity Application	VA	4/29/09	CUNA-126014974; 6/3776

2004-VA	2004 Variable Annuity Contract - VAIII	VT	7/1/04	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	VT	2/12/09	CUNA-126014973
2009-INGLWB	2009 Income Now GLWB for Conversions	VT	2/12/09	CUNA-126014973
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	VT	2/12/09	CUNA-126014973
2009-ILGLWB	2009 Income Later GLWB for Conversions	VT	2/12/09	CUNA-126014973
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	VT	9/5/08	CUNA-125768600
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	VT	9/5/08	CUNA-125768600
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	VT	10/11/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	VT	7/1/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	VT	7/1/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	VT	7/1/04	
VAAPP-2009	Variable Annuity Application	VT	2/12/09	CUNA-126014973
VAAPP-2009-ALLOC	Payment Allocation Insert Page	VT	2/12/09	CUNA-126014973
2004-VA(WA2)	2004 Variable Annuity Contract - VAIII	WA	4/18/06	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	WA	4/6/09	CUNA-126014975
2009-INGLWB	2009 Income Now GLWB for Conversions	WA	4/6/09	CUNA-126014975
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	WA	4/6/09	CUNA-126014975
2009-ILGLWB	2009 Income Later GLWB for Conversions	WA	4/6/09	CUNA-126014975
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	WA	8/31/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	WA	10/27/04	
VAAPP-2009	Variable Annuity Application	WA	4/6/09	CUNA-126014975
VAAPP-2009-ALLOC	Payment Allocation Insert Page	WA	4/6/09	CUNA-126014975
2004-VA(WI2)	2004 Variable Annuity Contract - VAIII	WI	4/19/06	
2009-INGLWB-MG(B)	2009 Income Now GLWB w/Minimum Guaranteed DB	WI	2/17/09	CUNA-126014977
2009-INGLWB(B)	2009 Income Now GLWB for Conversions	WI	2/17/09	CUNA-126014977
2009-ILGLWB-MG(B)	2009 Income Later GLWB w/Minimum Guaranteed DB	WI	2/17/09	CUNA-126014977
2009-ILGLWB(B)	2009 Income Later GLWB for Conversions	WI	2/17/09	CUNA-126014977
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	WI	9/2/08	CUNA-125768604
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	WI	9/2/08	CUNA-125768604
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	WI	10/3/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	WI	6/7/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	WI	6/7/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	WI	6/7/04	
VAAPP-2009	Variable Annuity Application	WI	2/17/09	CUNA-126014977
VAAPP-2009-ALLOC	Payment Allocation Insert Page	WI	2/17/09	CUNA-126014977

2004-VA	2004 Variable Annuity Contract - VAIII	WV	6/1/04	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	WV	2/17/09	CUNA-126014976
2009-INGLWB	2009 Income Now GLWB for Conversions	WV	2/17/09	CUNA-126014976
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	WV	2/17/09	CUNA-126014976
2009-ILGLWB	2009 Income Later GLWB for Conversions	WV	2/17/09	CUNA-126014976
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	WV	9/2/08	CUNA-125768603
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	WV	9/2/08	CUNA-125768603
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	WV	9/6/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	WV	6/1/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	WV	6/1/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	WV	6/1/04	
VAAPP-2009	Variable Annuity Application	WV	2/17/09	CUNA-126014976
VAAPP-2009-ALLOC	Payment Allocation Insert Page	WV	2/17/09	CUNA-126014976
2004-VA(WY)	2004 Variable Annuity Contract - VAIII	WY	6/1/04	
2009-INGLWB-MG	2009 Income Now GLWB w/Minimum Guaranteed DB	WY	2/20/09	CUNA-126014978
2009-INGLWB	2009 Income Now GLWB for Conversions	WY	2/20/09	CUNA-126014978
2009-ILGLWB-MG	2009 Income Later GLWB w/Minimum Guaranteed DB	WY	2/20/09	CUNA-126014978
2009-ILGLWB	2009 Income Later GLWB for Conversions	WY	2/20/09	CUNA-126014978
2008-GMAB-7	2008 GMAB Rider with 7 yr Benefit Period	WY	9/3/08	CUNA-125768605
2008-GMAB-10	2008 GMAB Rider with 10 yr Benefit Period	WY	9/3/08	CUNA-125768605
2006-SPDB-RV1	Spouse Beneficiary Death Benefit Rider	WY	9/12/06	
2004-MAV-RV1	VA-2004 Maximum Anniversary Value D.B. Rider	WY	6/1/04	
2004-EE-RV1	VA-2004 Earnings Enhanced D.B. Rider	WY	6/1/04	
2004-3AG-RV1	VA-2004 3% Annual Guarantee D. B. Rider	WY	6/1/04	
VAAPP-2009	Variable Annuity Application	WY	2/20/09	CUNA-126014978
VAAPP-2009-ALLOC	Payment Allocation Insert Page	WY	2/20/09	CUNA-126014978

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER

RIDER SECTION 1.

DEFINITIONS

1.1 What are the most commonly used terms and what do they mean?

benefit allocation plan – one or more specific subaccounts of the variable account, a fixed account or a model allocation of subaccounts of the variable account to which contract value must be allocated while this rider is in effect. The benefit allocation plan you selected is shown on the Rider Data Page.

Deleted: model

covered person(s) – the person(s) whose life/lives determine(s) the benefits described in this Rider. The primary covered person and joint covered person, if any, are shown on the Rider Data Page.

Deleted: investment options or purchase payment allocation models that we will use to provide the guarantee described by this rider.

Deleted: model

current age – the covered person's age as of his or her last birthday.

Deleted: annuitant

excess withdrawal – a withdrawal that either by itself or when added to all other withdrawals during a rider year, exceeds the GALWA. The amount that is in excess of the GALWA is considered the excess withdrawal amount. See Rider Section 8.1.

Deleted: (youngest annuitant if joint annuitants)

Deleted: 7

foundation account – a subaccount of the variable account that is part of certain benefit allocation plans. The benefit allocation plan you select will determine the required allocation percentage, if any, to the foundation account.

guaranteed annual lifetime withdrawal amount (GALWA) – the maximum amount you may withdraw each rider year while a covered person is alive regardless of your contract value.

Deleted: n

Deleted: annuitant

lifetime benefit basis (LBB) – the value used to determine the GALWA. It may increase annually while the simple interest benefit and/or step-up options are in effect as described in Rider Section 7.5. It will be reduced if an excess withdrawal occurs and the withdrawal(s) during a rider year are more than the GALWA. See Rider Section 8.2.

Deleted: 6

Deleted: 7

lifetime withdrawal(s) – specified annual withdrawal(s) taken under the terms of this rider.

rider anniversary – the same day and month as the rider issue date for each year this rider remains in force.

rider issue date – the date shown on the Rider Data Page that is used to determine rider years and rider anniversaries.

rider year – any twelve-month period beginning on a rider issue date or a rider anniversary and ending one day before the next rider anniversary.

spouse – a spouse as defined under the federal Defense of Marriage Act ("DOMA"), 28 U.S.C. §1738C, enacted in 1996, DOMA defines "marriage" as "a legal union between one man and one woman as husband and wife", and "spouse" as "a person of the opposite sex who is a husband or a wife."

simple interest benefit basis (SIBB) – a value calculated solely for purposes of this rider to determine your LBB on each rider anniversary that the simple interest benefit is in effect. See Rider Section 7.3 for a description of how the SIBB is determined.

Deleted: 6

2.1 What is our agreement with you?

Our agreement with you includes this rider as a part of the contract to which it is attached. The provisions of the contract apply to this rider unless they conflict with the rider. If there is a conflict, the rider provision will apply. Nothing in this rider is intended to override the "Death of Annuitant" and/or "Owner" provisions of the contract to which this rider is attached; and in all events this rider will be interpreted in a manner consistent with Section 72(s) of the Internal Revenue Code. The issue date for this rider is shown on the Rider Data Page.

We promise to provide the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met.

2.2 What are the eligibility requirements and the benefit provided by this rider?

To be eligible for this rider:

- a.) the covered person(s) must be no younger than 55 and no older than age 85 on the rider issue date;
- b.) the primary covered person:
 - 1.) must be designated as the owner and annuitant; or
 - 2.) must be designated as the annuitant if the owner is not a natural person;
- c.) a joint covered person may be designated only if:
 - 1.) the primary covered person is the owner and annuitant; and
 - 2.) the co-annuitant, if any, is the primary covered person's spouse at the time of conversion to this rider;
- d.) the joint covered person, if any:
 - 1.) must be designated at the time of conversion to this rider;
 - 2.) must be the primary covered person's spouse at the time of conversion to this rider; and
 - 1.) must be designated as the sole primary beneficiary at the time of conversion to this rider.

Formatted: Bullets and Numbering

This rider is not available if the plan type for the contract to which this rider is attached is classified as a Beneficiary IRA or Non-qualified Beneficiary contract. The terms "Beneficiary IRA" or "Non-qualified Beneficiary" contract refer to a contract that has been inherited by a beneficiary upon the death of the contract holder.

Deleted: the annuitant (both annuitants if joint annuitants) must be no younger than 55 and no older than age 85 on the rider issue date.

Deleted: policy

Once issued, this rider provides for a guaranteed lifetime withdrawal benefit as described in this rider.

2.3 What is the Automatic Personal Portfolio Rebalance Service and is it required?

The Automatic Personal Portfolio Rebalancing Service ("rebalancing") automatically transfers contract value between subaccounts (other than the foundation account) in order to achieve a particular percentage allocation of contract value among such subaccounts.

Rebalancing is required as a condition of this rider if the benefit allocation plan you selected includes two or more subaccounts, other than the foundation account. Rebalancing will occur automatically on an annual basis, on each contract anniversary, unless you elect a more frequent mode. The foundation account will not be rebalanced.

2.4 What happens if you change ownership of your contract?

If the owner is a natural person, then he or she must also be designated as the annuitant and the primary covered person, as described in Rider Section 2.2. We will not allow a primary covered person to be changed after the rider issue date for any reason, as described in Rider Section 2.6. Therefore, we will not allow an owner who is a natural person to be changed after the rider issue date for any reason.

Deleted: 5

If the owner is not a natural person and ownership of the contract to which this rider is attached is changed:

Deleted: you change

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the LBB will be the LBB as of the valuation day immediately preceding the ownership change effective date, for the sole purpose of calculating the rider charge from the date ownership was changed to the date of termination; and
- c.) as of the ownership change effective date:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 6 will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a lifetime withdrawal under this rider;
 - 2.) the step-up option described in Rider Section 7.4 will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 7.2 will no longer be in effect.

Deleted: 5

Deleted: 6

Deleted: 6

If the ownership change effective date occurs on any date following completion of the minimum charge period, this rider will automatically terminate as of that date.

2.5 Can you change your beneficiary?

You can change your beneficiary as described in the contract to which this rider is attached. However, changing your beneficiary may negatively impact the benefit provided by this rider. For example, if there is a joint covered person, the joint covered person must be your spouse and we require that he or she be designated as the sole primary beneficiary at the time of application. If you later change your beneficiary to someone other than your spouse, then he or she will not be eligible for the continuation benefit described in Rider Section 9. Careful consideration should be given before changing your beneficiary.

2.6 Can a covered person be changed?

The primary covered person can not be changed after the rider issue date for any reason.

A joint covered person can not be changed or added after the rider issue date for any reason. A joint covered person can be removed only if:

- a.) no withdrawals have occurred since the rider issue date; and
- b.) we are provided proof of death, divorce, annulment or dissolution of the marriage between the primary covered person and joint covered person.

Formatted: Bullets and Numbering

Once a joint covered person has been removed, a subsequent spouse can not be added as a new joint covered person.

In the event of a divorce, the benefit provided by this rider can not be divided as part of the divorce settlement or judgment.

2.7. When will this rider terminate?

Elective termination of this rider prior to the end of the minimum charge period is not allowed. The minimum charge period is shown on the Rider Data Page.

Deleted: 6

This rider will automatically terminate on the earliest of:

- a.) the payout date;
- b.) the date you surrender your contract;
- c.) the date due proof of death of the last surviving annuitant is received; or
- d.) the date due proof of death of the primary covered person is received if:
 - 1.) there is a surviving joint covered person (who is not also a co-annuitant); and
 - 2.) he or she is not eligible to continue the contract under the continuation benefit, as described in Rider Section 9; or
 - 3.) he or she does not elect to continue the contract under the continuation benefit, as described in Rider Section 9.

Deleted: (last remaining annuitant, if joint annuitants)

Formatted: Bullets and Numbering

Deleted: the date there is a change of annuitant for any reason; or¶

This rider will also terminate if the investment restrictions are violated, as described in Rider Section 3.1, or if you change ownership of the contract to which this rider is attached as described in Rider Section 2.4.

Deleted: 2.4

Deleted: 5

2.8 Is notification of a covered person's death required?

It is important that we are notified of the death of a covered person. The benefit provided by this rider (the GALWA) is determined by multiplying the LBB by an annual withdrawal benefit percentage. The annual withdrawal percentage is based on the age of the youngest covered person and the number of covered persons (1 or 2) living on the date that the first lifetime withdrawal occurs.

Formatted

We are not responsible for any misdirected payments that result from failure to promptly notify us of any such death.

RIDER SECTION 3. INVESTMENT RESTRICTIONS

3.1 Are there any investment restrictions?

In order to provide the guarantee described by this rider, we require use of an available benefit allocation plan for your contract value and for allocation of your net purchase payments. The benefit allocation plan you select may include the foundation account. There are certain additional requirements applicable to the foundation account. See Rider Section 3.3.

Comment [CMG1]: Moved from Section 2

Formatted: Bullets and Numbering

Deleted: model

A violation of the investment restrictions occurs if:

- a.) your contract value is transferred to an investment option other than an available benefit allocation plan; or
- b.) there is a change in allocation to an investment option other than an available benefit allocation plan; or
- c.) you request a partial withdrawal from the foundation account before the value in all other investment options is exhausted.

Formatted: Bullets and Numbering

Deleted: A transfer of

Formatted

Deleted: v

Deleted: model

Subject to any notice, approval or consent required by applicable law, we reserve the right to:

Deleted: is a violation of the investment restrictions.¶

- a.) add benefit allocation plans without prior notice;
- b.) remove or substitute benefit allocation plans; and
- c.) substitute investment options within an available benefit allocation plan.

Deleted: model

Deleted: model

Deleted: model

You will be notified in advance of any substitution, removal or **other** change to **your ability to use** a benefit allocation **plan** that you selected.

Formatted

Deleted: model

3.2. What happens if the investment restrictions are violated?

If the investment restrictions are violated during the minimum charge period:

Comment [CMG2]: Moved from Section 2.

Deleted: 2.4

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the LBB will be the LBB as of the valuation day immediately preceding the violation for the sole purpose of calculating the rider charge from the date of the violation to the date of termination; and
- c.) as of the date of the violation:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section **6** will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a lifetime withdrawal under this rider;
 - 2.) the step-up option described in Rider Section **7.4** will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section **7.2** will no longer be in effect.

Deleted: 5

Deleted: 6

Deleted: 6

If the investment restrictions are violated on any date following completion of the minimum charge period, this rider will automatically terminate as of the date the violation occurred.

3.3. What additional requirements apply to the foundation account?

If you request a transfer and the foundation account is required as part of the benefit allocation plan into which you elect to transfer, we require allocation of a specific dollar amount to the foundation account at that time. See Rider Section 5.3.

If the LBB is stepped-up and the foundation account is part of the benefit allocation plan then in effect, we require allocation of a specific dollar amount to the foundation account at that time. See Rider Section 7.5.

RIDER SECTION 4.

RIDER CHARGES

Deleted: 3

4.1. Is there a charge for this rider?

There is an annual charge for this rider. The annual charge is determined by multiplying the rider charge rate by the average daily LBB for the prior contract year. The LBB as of each calendar day will be used to calculate the average daily LBB for the prior contract year.

The initial rider charge rate is shown on the Rider Data Page. We reserve the right to change the rider charge rate if the step-up option is in effect and a step-up occurs. The rider charge rate will not exceed the maximum rider charge rate shown on the Rider Data Page.

Deleted: you elect to

Deleted: your LBB

During the accumulation period, this charge will be deducted pro-rata from your contract value in all investment options except the foundation account. If there is insufficient value in such investment options, the charge will be deducted from the contract value in all investment options including the foundation account.

The rider charge will be deducted on each contract anniversary.

The rider charge will also be deducted upon:

- a.) full surrender of the contract;
- b.) termination of the rider after expiration of the minimum charge period;
- c.) payment of death proceeds; or
- d.) the start of payments under an income payout option, if not on a contract anniversary.

Any charge for a partial year will be in proportion to the number of days since the prior contract anniversary.

RIDER SECTION 5. PURCHASE PAYMENTS AND TRANSFERS

Deleted: 4

5.1 Can you change the allocation of net purchase payments?

You may change the allocation of subsequent net purchase payments to one of the other available benefit allocation plans at any time, without charge by written request. Any change will be effective at the time we receive your written request. However, your contract value at the time of such request must also be transferred to the benefit allocation plan selected as described in Rider Section 5.3.

Deleted: model

Deleted: model

Changing allocation to an investment option other than an available benefit allocation plan during a benefit period is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

Deleted: model

Deleted: .4,

5.2 How will additional purchase payments made to your contract affect the LBB?

Additional purchase payments that are made after the rider issue date will increase your contract value, but will not increase your LBB. ▼

Formatted: No bullets or numbering

Deleted: Careful consideration should be given before making additional purchase payments that do not increase your LBB. Such payments may negatively impact the benefit provided by this rider.

5.3 Can contract value be transferred?

You may transfer your contract value to any benefit allocation plan that we make available. If a transfer is requested and the foundation account is required as part of the benefit allocation plan into which you elect to transfer, we require allocation of a specific dollar amount to the foundation account. The dollar amount that must be allocated to the foundation account is equal to the LBB (as of the transfer date) multiplied by the foundation account allocation percentage required for the benefit allocation plan selected. The required dollar amount will be transferred to the foundation account from the other subaccount values first (on a pro-rata basis) then from any DCA fixed periods, if applicable, from oldest to newest. The remaining contract value (after deducting the required dollar amount) will be transferred to all other subaccounts included in the benefit allocation plan selected in proportion to the allocation percentage required for each subaccount.

Formatted: Indent: Left: -0.25", Hanging: 0.31"

Deleted: model

Formatted

Transferring your contract value to an investment option other than an available benefit allocation plan is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

Deleted: model

Deleted: 2.4

RIDER SECTION 6. GUARANTEED LIFETIME WITHDRAWAL BENEFIT

Deleted: 5

6.1 What is the guaranteed lifetime withdrawal benefit?

The guaranteed lifetime withdrawal benefit guarantees that you may take lifetime withdrawals under this rider regardless of your contract value.

Formatted: Indent: Left: -0.25", Hanging: 0.31"

All withdrawals under this rider are also partial withdrawals under the contract to which this rider is attached. Partial withdrawals will occur on a pro-rata basis (unless you designate otherwise) from all investment options other than the foundation account until the value in such investment options is exhausted. A partial withdrawal from the foundation account before the value in all other investment options is exhausted is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

Deleted: W

6.2 When can lifetime withdrawals be made?

You may begin making lifetime withdrawals under this rider at any time on or after the rider issue date.

Formatted: Indent: Left: -0.25", Hanging: 0.31"

Formatted: Bullets and Numbering

6.3 What amount can be withdrawn under this rider as a lifetime withdrawal?

You can withdraw up to the GALWA each rider year on or after the rider issue date.

Deleted: At least one annuitant must be living at the time of the withdrawal.

Formatted: Bullets and Numbering

The GALWA is determined by multiplying the LBB at the time the lifetime withdrawal occurs by the annual withdrawal benefit percentage shown on the Rider Data Page. The percentage is based on the youngest covered person's current age at the time the first lifetime withdrawal occurs.

Deleted: annuitant

Deleted: following the rider issue date

Formatted

Deleted: annuitant

If a step-up occurs after the first lifetime withdrawal, the percentage will be based on the youngest covered person's current age at the time of the step-up. This will result in an increase to the annual withdrawal benefit percentage. If one of the covered persons is deceased at the time of the step-up and he or she was the youngest covered person while living, then the percentage will be based on the age the deceased would have been had he or she been living at the time of the step-up.

If you withdraw more than the GALWA (an excess withdrawal), the LBB will be adjusted and the GALWA will be reduced. See Rider Section 8.2.

Deleted: 7

6.4 What happens if a lifetime withdrawal causes your contract value to be equal to or less than zero?

If a lifetime withdrawal under the terms of this rider causes your contract value to be equal to or less than zero:

Formatted: Bullets and Numbering

- a.) the accumulation period under your contract will end and the payout period will automatically begin;
- b.) the remaining lifetime withdrawals under this rider will occur under an income payout option that we make available for that purpose; and
- c.) all other riders attached to your contract, if any, will terminate.

6.5 What happens on the anticipated payout date?

If lifetime withdrawals have begun and will continue past the anticipated payout date:

Deleted: if lifetime withdrawals continue past

Deleted: under the terms of this rider

- a.) we may not accept any additional purchase payments;
- b.) we will extend your payout date in order to continue providing lifetime withdrawals under the terms of this rider; and
- c.) all other riders attached to your contract, if any, will terminate.

Deleted: income

Deleted: will be extended

If lifetime withdrawals have not begun as of the anticipated payout date, you may change the payout date by written request, as described in the contract to which this rider is attached. If the payout date is extended, we may not accept additional purchase payments, and all other riders attached to your contract, if any, will terminate. If the payout date is not changed, we will use the anticipated payout date as your payout date and this rider will terminate, as described in Rider Section 2.7.

The anticipated payout date is shown on the data page for the contract to which this rider is attached.

RIDER SECTION 7.

LIFETIME BENEFIT BASIS

7.1 How is the LBB determined?

The LBB as of the rider issue date is shown on the Rider Data Page.

The LBB may increase on each rider anniversary that the simple interest benefit and/or the step-up option are in effect. See Rider Section 7.5.

If an excess withdrawal occurs, your LBB will be adjusted and the GALWA will be reduced. See Rider Section 8.2.

7.2 What is the simple interest benefit and when is it in effect?

The simple interest benefit is a benefit that may increase the LBB on each rider anniversary that it is in effect as described in Rider Section 7.5. For purposes of determining your LBB while the simple interest benefit is in effect, a value, referred to as the SIBB, is calculated on each rider anniversary, as described in Rider Section 7.3.

The simple interest benefit is in effect on each of the first ten (10) rider anniversaries, provided no investment violations and no lifetime withdrawals have occurred since the rider issue date. This benefit will remain in effect until the earliest of:

- a.) your first lifetime withdrawal following the rider issue date; or
- b.) your 10th rider anniversary; or
- c.) the date you violate the investment restrictions, as described in Rider Section 3.1; or
- d.) the date you change ownership of the contract to which this rider is attached.

While the simple interest benefit is in effect, it may increase your LBB (and therefore your lifetime withdrawals under this rider); however, it will not increase your contract value.

7.3 How is the SIBB determined?

The SIBB on your rider issue date is equal to the LBB as of that date. On each rider anniversary that the simple interest benefit is in effect an annual credit is applied to increase the SIBB.

The annual credit is equal to the SIBB Rate shown on the Rider Data Page multiplied by the LBB at the end of the first rider year.

See Rider Section 7.2 for a description of when the simple interest benefit is in effect.

7.4 What is the step-up option?

The step-up option, if elected, is a benefit that may increase the LBB on each rider anniversary that it is in effect as described in Rider Section 7.5.

Once elected, the step-up option will remain in effect until the earliest of the following:

- a.) the rider anniversary on or following the youngest covered person's 85th birthday;
- b.) the date you terminate the option by written request;
- c.) the date you violate the investment restrictions, as described in Rider Section 3.1; or
- d.) the date you change ownership of the contract to which this rider is attached.

Deleted: the contract anniversary following the annuitant's (primary annuitant if joint annuitants) 85th birthday or 10 years from the contract issue date, if later

Deleted: 6

Deleted: 6

Formatted: Bullets and Numbering

Deleted: and is equal to: ¶

¶
<#>your initial purchase payment if this rider is issued at the same time your contract is issued; or ¶
<#>your contract value as of the rider issue date if this rider is issued after your contract is issued; or ¶
<#>the benefit basis for the Guaranteed Minimum Accumulation Benefit rider being converted to this rider (or the contract value, if greater) as of this rider's issue date; or ¶
the continuation amount if this rider is issued as a result of spousal continuation.

Deleted: 6

Deleted: 7

Deleted: ¶

Deleted: 6

Deleted: 6

Deleted: 6

Deleted: by electing to transfer your contract value or change your allocation to an investment option other than an available benefit allocation model

Formatted: Bullets and Numbering

Deleted: 6

Deleted: R

Deleted: I

Deleted: D

Deleted:

Deleted: 6

Deleted: 6

Deleted: 6

Deleted: annuitant's

Deleted: (the 85th birthday of the youngest annuitant, if joint annuitants)

You may not re-elect the step-up option once it has been terminated. Step-ups will only be allowed if we are issuing new Guaranteed Lifetime Withdrawal Benefit Riders on the date of the step-up. Your annual report will indicate if the step-up option is in effect during the report period.

If you did not elect the automatic step-up option at the time of application, you may do so at a later date by written request. Step-ups will then begin automatically on the rider anniversary following receipt of your written request and will continue on each rider anniversary that the option is in effect.

7.5 How is the LBB determined when the simple interest option and/or the step-up option are in effect?

On each rider anniversary that the simple interest benefit and/or the step-up option are in effect, the LBB will be determined as follows:

Deleted: 6

a.) If both the simple interest benefit and the step-up option are in effect, the LBB for that rider anniversary will be compared to the following amounts:

- 1.) the SIBB as of that rider anniversary; and
- 2.) the current contract value as of that rider anniversary.

If 1.) and/or 2.) is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the greatest amount.

If both 1.) and 2.) are lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

b.) If the step-up option is in effect, but the simple interest benefit is not in effect, the LBB for that rider anniversary will be compared to the current contract value as of that rider anniversary.

If the contract value is greater than the LBB for that rider anniversary, the LBB will be increased (stepped-up) to be equal to the contract value.

If the contract value is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

c.) If the simple interest benefit is in effect, but the step-up option is not in effect, the LBB for that rider anniversary will be compared to the SIBB as of that rider anniversary.

If the SIBB is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the SIBB.

If the SIBB is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

If the LBB is stepped-up and the foundation account is required as part of the benefit allocation plan then in effect, we require **allocation of a specific dollar amount** to the foundation account at that time. The dollar amount that must be allocated to the foundation account is equal to the LBB (as of the step-up date) multiplied by the foundation account allocation percentage for the benefit allocation plan then in effect. Any required increase to the value in the foundation account will be transferred first from the other subaccount values on a pro-rata basis, then from any DCA fixed periods, if applicable, from oldest to newest. We reserve the right to waive this requirement. Waiver of this requirement will be administered on a non-discriminatory basis.

Formatted

7.6 Will the simple interest benefit and/or the step-up option affect the annual charge for this rider?

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any increase to your LBB as a result of the simple interest benefit or step-up option will also increase the annual charge for this rider.

Deleted: 6

If the step-up option is in effect and a step-up occurs, the rider charge rate may differ from the initial rider charge rate, but will not exceed the maximum rider charge rate shown on the Rider Data Page. Any change in the rider charge rate will also affect the annual charge for this rider. See Rider Section 4.1.

Deleted: you elect to

Deleted: your LBB

Deleted: 3

RIDER SECTION 8

EXCESS WITHDRAWALS

Deleted: 7

8.1 When does an excess withdrawal occur?

An excess withdrawal occurs if:

Deleted: 7

- a.) the amount withdrawn during a rider year exceeds the GALWA; or
- b.) the amount withdrawn, when added to prior withdrawals during a rider year, exceeds the GALWA.

The amount withdrawn during a rider year that is in excess of the GALWA is referred to as the "excess withdrawal amount".

8.2 What happens if an excess withdrawal occurs?

If an excess withdrawal occurs, the LBB will be reset to equal the previous LBB reduced by the greater of:

Deleted: 7

- a.) the excess withdrawal amount; or
- b.) a proportional adjustment amount that is equal to (A) divided by (B), with the result multiplied by (C), where:

Deleted: 1

Deleted: 2

Deleted: 3

Deleted: =

Formatted: Bullets and Numbering

Deleted: =

Deleted: =

(A) = the excess withdrawal amount.
(B) = the contract value prior to the withdrawal minus the remaining GALWA, if any, at the time of withdrawal. The remaining GALWA is the amount available for withdrawal without exceeding the GALWA.

(C) = the LBB prior to the withdrawal.

Formatted: Indent: Left: 0.75", Hanging: 0.38", Tabs: 0.88", Left + Not at 0.8"

The GALWA will then be recalculated and reduced, based on the newly reset LBB.

We reserve the right to waive the excess withdrawal treatment described above if the withdrawals are scheduled withdrawals intended to meet IRS required minimum distribution rules. The current prospectus will disclose if such waiver is in effect and any detailed requirements for such waiver.

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any decrease to your

LBB will also decrease the annual charge for this rider.

RIDER SECTION 9.

CONTINUATION BENEFIT

9.1 What is the continuation benefit?

The continuation benefit allows an eligible joint covered person (who is not a co-annuitant) to elect to continue the contract in lieu of receiving the death benefit proceeds. Such continuation is subject to the limitations and requirements of Internal Revenue Code §72(s).

Formatted

A joint covered person is eligible for this benefit only if he or she was the deceased covered person's spouse and sole primary beneficiary of the contract as of the date of death.

A joint covered person who is eligible for the continuation benefit must elect the benefit within sixty (60) days of our receipt of due proof of the covered person's death. Upon election of this benefit, the joint covered person will continue to receive the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met. The Spouse Beneficiary Death Benefit Rider (Spouse/Partner Death Benefit Rider in some states), if any, will terminate upon election of this benefit due to the death of the primary covered person.

This benefit may be exercised only one time.

9.2 What happens if the joint covered person is not eligible for the benefit or the benefit is not elected?

If the joint covered person is not eligible for the continuation benefit or the benefit is not elected by an eligible joint covered person:

Formatted: Indent: Left: 0"

- a.) the death benefit proceeds will be paid in accordance with the terms of the contract; and
- b.) the contract, including this rider, will terminate.

Formatted: Bullets and Numbering

CUNA Mutual Insurance Society



President

GUARANTEED LIFETIME WITHDRAWAL BENEFIT

PRIMARY COVERED PERSON

[John Doe]

ISSUE AGE

[35]

Deleted: **ANNUITANT**

JOINT COVERED PERSON

[Jane Doe]

ISSUE AGE

[35]

Deleted: **CO-ANNUITANT**

OWNER(S)

[John Doe]

RIDER ISSUE DATE

[May 31, 2010]

Lifetime Benefit Basis (LBB): [\$100,000]

Simple Interest Benefit Basis Rate (SIBB Rate): [3.0%]

Initial Rider Charge Rate: [0.95%]

Minimum Charge Period: [May 31, 2010 – May 31, 2017]

Maximum Rider Charge Rate: 1.75%

Annual Withdrawal Benefit Percentage:

Single Covered Person

Age at First Withdrawal or Step-Up

Current Age	Percentage
55	4.1%
56	4.2%
57	4.3%
58	4.4%
59	4.5%
60	4.6%
61	4.7%
62	4.8%
63	4.9%
64	5.0%
65	5.1%
66	5.2%
67	5.3%
68	5.4%
69	5.5%
70	5.6%
71	5.7%
72	5.8%
73	5.9%
74	6.0%
75	6.1%
76	6.2%
77	6.3%
78	6.4%
79	6.5%
80	6.6%
81	6.7%
82	6.8%
83	6.9%
84	7.0%
85+	7.1%

Joint Covered persons

Age of Youngest Covered person at First Withdrawal or Step-Up

Current Age	Percentage
55	3.6%
56	3.7%
57	3.8%
58	3.9%
59	4.0%
60	4.1%
61	4.2%
62	4.3%
63	4.4%
64	4.5%
65	4.6%
66	4.7%
67	4.8%
68	4.9%
69	5.0%
70	5.1%
71	5.2%
72	5.3%
73	5.4%
74	5.5%
75	5.6%
76	5.7%
77	5.8%
78	5.9%
79	6.0%
80	6.1%
81	6.2%
82	6.3%
83	6.4%
84	6.5%
85+	6.6%

Deleted: **Annuitant**

Deleted: **Annuitant**

If only one covered person is living at the time of the first withdrawal, the percentages shown above will be increased by [0.50%]; and the percentage used will be based on the surviving covered person's current age at the time of the first withdrawal. If one of the covered persons is deceased at the time of step-up see Rider Section 6.3.

Benefit Allocation Plan: The required allocation % to the foundation account, if any, is shown in the Allocation % - Foundation Account column. The Allocation % - Excluding the Foundation Account column below totals to 100% for purposes of rebalancing, as described in Rider Section 2.3.

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
100% Diversified Income
OR
100% Conservative Allocation

Allocation % - Foundation Account
10% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
100% Moderate Allocation
OR
100% BlackRock Global Allocation

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Risk-Managed Funds Model:
20% Conservative Allocation
45% Moderate Allocation
15% Equity Income
10% Bond
10% Diversified Income

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Conservative Growth Model:
14% Large Cap Growth
12% Van Kampen LIT Growth & Income II
5% International Stock
4% Oppenheimer International Growth
2% AIM V.I. Global Real Estate
3% PIMCO VIT CommodityRealReturn Strategy
15% PIMCO VIT Total Return
35% AIM V.I. Government Securities
10% PIMCO VIT Global Bond (Unhedged)

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Balanced Model:
16% Large Cap Growth
13% Van Kampen LIT Growth & Income II
4% Mid Cap
7% International Stock
5% Oppenheimer International Growth
2% AIM V.I. Global Real Estate
3% PIMCO VIT CommodityRealReturn Strategy
3% Franklin High Income Securities
3% High Income
12% PIMCO VIT Total Return
24% AIM V.I. Government Securities
8% PIMCO VIT Global Bond

Allocation % - Foundation Account
10% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Moderate Growth Model:

18% Large Cap Growth
14% Van Kampen LIT Growth & Income II
5% Mid Cap
2% Oppenheimer Main Street Small Cap
9% International Stock
6% Oppenheimer International Growth
3% AIM V.I. Global Real Estate
3% PIMCO VIT CommodityRealReturn Strategy
3% Franklin High Income Securities
6% High Income
9% PIMCO VIT Total Return
16% AIM V.I. Government Securities
6% PIMCO VIT Global Bond

Allocation % - Foundation Account
20% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Growth Model:

20% Large Cap Growth
15% Van Kampen LIT Growth & Income II
6% Mid Cap
3% Oppenheimer Main Street Small Cap
11% International Stock
6% Oppenheimer International Growth
4% AIM V.I. Global Real Estate
5% PIMCO VIT CommodityRealReturn Strategy
3% Franklin High Income Securities
6% High Income
6% PIMCO VIT Total Return
9% AIM V.I. Government Securities
6% PIMCO VIT Global Bond

Allocation % - Foundation Account
30% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Aggressive Growth Model:

22% Large Cap Growth
16% Van Kampen LIT Growth & Income II
7% Mid Cap
6% Oppenheimer Main Street Small Cap
12% International Stock
7% Oppenheimer International Growth
5% AIM V.I. Global Real Estate
5% PIMCO VIT CommodityRealReturn Strategy
2% Franklin High Income Securities
5% High Income
4% PIMCO VIT Total Return
5% AIM V.I. Government Securities
4% PIMCO VIT Global Bond

Allocation % - Foundation Account

40% Foundation Account - Bond

Allocation % - Excluding the Foundation Account

Custom Portfolio:

- Conservative Allocation
- Moderate Allocation
- Aggressive Allocation
- Money Market
- Diversified Income
- Bond Fund
- High Income
- Large Cap Value
- 20% Large Cap Growth
- Mid Cap
- Small Cap
- 20% Equity Income
- International Stock
- PIMCO VIT Total Return
- PIMCO VIT Global Bond (Unhedged)
- 20% Franklin High Income Securities
- Franklin Income Securities
- Mutual Global Discovery Securities
- Oppenheimer Main Street
- Oppenheimer Main Street Small Cap
- Oppenheimer International Growth
- Van Kampen LIT Growth and Income II
- 20% Van Kampen LIT Mid Cap Growth II
- AIM V.I. Government Securities
- 20% BlackRock Global Allocation

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER WITH MINIMUM GUARANTEE DEATH BENEFIT

RIDER SECTION 1.

DEFINITIONS

1.1 What are the most commonly used terms and what do they mean?

benefit allocation plan – one or more specific subaccounts of the variable account, a fixed account or a model allocation of subaccounts of the variable account to which contract value must be allocated while this rider is in effect. The benefit allocation plan you selected is shown on the Rider Data Page.

Deleted: model

covered person(s) – the person(s) whose life/lives determine(s) the benefits described in this Rider. The primary covered person and joint covered person, if any, are shown on the Rider Data page.

Deleted: investment options or purchase payment allocation models that we will use to provide the guarantee described by this rider.

Deleted: model

current age – the covered person's age as of his or her last birthday.

Deleted: annuitant

excess withdrawal – a withdrawal that either by itself or when added to all other withdrawals during a rider year, exceeds the GALWA. The amount that is in excess of the GALWA is considered the excess withdrawal amount. See Rider Section 8.1.

Deleted: (youngest annuitant if joint annuitants)

Deleted: ,

Deleted: 7

foundation account – a subaccount of the variable account that is part of certain benefit allocation plans. The benefit allocation plan you select will determine the required allocation percentage, if any, to the foundation account.

guaranteed annual lifetime withdrawal amount (GALWA) – the maximum amount you may withdraw each rider year while a covered person is alive regardless of your contract value.

Deleted: n

Deleted: annuitant

lifetime benefit basis (LBB) – the value used to determine the GALWA. It may increase annually while the simple interest benefit and/or step-up options are in effect as described in Rider Section 7.5. It will be reduced if an excess withdrawal occurs and the withdrawal(s) during a rider year are more than the GALWA. See Rider Section 8.2.

Deleted: 6

Deleted: 7

lifetime withdrawal(s) – specified annual withdrawal(s) taken under the terms of this rider.

rider anniversary – the same day and month as the rider issue date for each year this rider remains in force.

rider issue date – the date shown on the Rider Data Page that is used to determine rider years and rider anniversaries.

rider year – any twelve-month period beginning on a rider issue date or a rider anniversary and ending one day before the next rider anniversary.

spouse – a spouse as defined under the federal Defense of Marriage Act ("DOMA"), 28 U.S.C. §1738C, enacted in 1996. DOMA defines "marriage" as "a legal union between one man and one woman as husband and wife", and "spouse" as "a person of the opposite sex who is a husband or a wife."

simple interest benefit basis (SIBB) – a value calculated solely for purposes of this rider to determine your LBB on each rider anniversary that the simple interest benefit is in effect. See Rider Section 7.3 for a description of how the SIBB is determined.

Deleted: 6

Deleted: 09

window period – the period of time that additional purchase payment(s) made may be included in the LBB. The window period, if any, is shown on the Rider Data Page.

RIDER SECTION 2.

GENERAL INFORMATION

2.1 What is our agreement with you?

Our agreement with you includes this rider as a part of the contract to which it is attached. The provisions of the contract apply to this rider unless they conflict with the rider. If there is a conflict, the rider provision will apply. Nothing in this rider is intended to override the "Death of Annuitant" and/or "Owner" provisions of the contract to which this rider is attached; and in all events this rider will be interpreted in a manner consistent with Section 72(s) of the Internal Revenue Code. The issue date for this rider is shown on the Rider Data Page.

We promise to provide the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met.

2.2 What are the eligibility requirements and the benefit provided by this rider?

To be eligible for this rider:

- a.) the covered person(s) must be no younger than 55 and no older than age 85 on the rider issue date;
- b.) the primary covered person:
 - 1.) must be designated as the owner and annuitant; or
 - 2.) must be designated as the annuitant if the owner is not a natural person;
- c.) a joint covered person may be designated only if the primary covered person is the owner and annuitant;
- d.) the joint covered person, if any:
 - 1.) must be designated at the time of application;
 - 2.) must be the primary covered person's spouse at the time of application; and
 - 3.) must be designated as the sole primary beneficiary on the application.

Formatted: Bullets and Numbering

Deleted: annuitant

Deleted: (both annuitants if joint annuitants)

This rider is not available if the plan type for the contract to which this rider is attached is classified as a Beneficiary IRA or Non-qualified Beneficiary contract. The terms "Beneficiary IRA" or "Non-qualified Beneficiary" contract refer to a contract that has been inherited by a beneficiary upon the death of the contract holder.

Deleted: policy

Once issued, this rider provides for a guaranteed lifetime withdrawal benefit and enhanced death benefit as described in this rider.

2.3 What is the Automatic Personal Portfolio Rebalance Service and is it required?

The Automatic Personal Portfolio Rebalancing Service ("rebalancing") automatically transfers contract value between subaccounts (other than the foundation account) in order to achieve a particular percentage allocation of contract value among such subaccounts.

Rebalancing is required as a condition of this rider if the benefit allocation plan you selected includes two or more subaccounts, other than the foundation account. Rebalancing will occur automatically on an annual basis, on each contract anniversary, unless you elect a more frequent mode. The foundation account will not be rebalanced.

2.4 What happens if you change ownership of your contract?

If the owner is a natural person, then he or she must also be designated as the annuitant and the primary covered person, as described in Rider Section 2.2. We will not allow a primary covered person to be changed after the rider issue date for any reason, as described in Rider Section 2.6. Therefore, we will not allow an owner who is a natural person to be changed after the rider issue date for any reason.

Deleted: 5

If the owner is not a natural person and ownership of the contract to which this rider is attached is changed:

Deleted: you change

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the LBB will be the LBB as of the valuation day immediately preceding the ownership change effective date, for the sole purpose of calculating the rider charge from the date ownership was changed to the date of termination; and
- c.) as of the ownership change effective date:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 6 will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a lifetime withdrawal under this rider;
 - 2.) the step-up option described in Rider Section 7.4 will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 7.2 will no longer be in effect.

Deleted: 5

Deleted: 6

Deleted: 6

If the ownership change effective date occurs on any date following completion of the minimum charge period, this rider will automatically terminate as of that date.

2.5 Can you change your beneficiary?

You can change your beneficiary as described in the contract to which this rider is attached. However, changing your beneficiary may negatively impact the benefit provided by this rider. For example, if there is a joint covered person, the joint covered person must be your spouse and we require that he or she be designated as the sole primary beneficiary at the time of application. If you later change your beneficiary to someone other than your spouse, then he or she will not be eligible for the continuation benefit described in Rider Section 10. Careful consideration should be given before changing your beneficiary.

2.6 Can a covered person be changed?

The primary covered person can not be changed after the rider issue date for any reason.

A joint covered person can not be changed or added after the rider issue date for any reason. A joint covered person can be removed only if:

- a.) no withdrawals have occurred since the rider issue date; and
- b.) we are provided proof of death, divorce, annulment or dissolution of the marriage between the primary covered person and joint covered person.

Formatted: Bullets and Numbering

Once a joint covered person has been removed, a subsequent spouse can not be added as a new joint covered person.

In the event of a divorce, the benefit provided by this rider can not be divided as part of the divorce settlement or judgment.

2.7. When will this rider terminate?

Elective termination of this rider prior to the end of the minimum charge period is not allowed. The minimum charge period is shown on the Rider Data Page.

Deleted: 6

This rider will automatically terminate on the earliest of:

- a.) the payout date;
- b.) the date you surrender your contract;
- c.) the date due proof of death of the last surviving annuitant is received; or
- d.) the date due proof of death of the primary covered person is received if:
 - 1.) there is a surviving joint covered person (who is not also a co-annuitant); and
 - 2.) he or she is not eligible to continue the contract under the continuation benefit, as described in Rider Section 10; or
 - 3.) he or she does not elect to continue the contract under the continuation benefit, as described in Rider Section 10.

Deleted: (last remaining annuitant, if joint annuitants)

Formatted: Bullets and Numbering

Deleted: the date there is a change of annuitant for any reason; or¶

This rider will also terminate if the investment restrictions are violated, as described in Rider Section 3.1, or if you change ownership of the contract to which this rider is attached as described in Rider Section 2.4.

Deleted: 2.4

Deleted: 5

2.8 Is notification of a covered person's death required?

It is important that we are notified of the death of a covered person. The benefit provided by this rider (the GALWA) is determined by multiplying the LBB by an annual withdrawal benefit percentage. The annual withdrawal percentage is based on the age of the youngest covered person and the number of covered persons (1 or 2) living on the date that the first lifetime withdrawal occurs.

Formatted

We are not responsible for any misdirected payments that result from failure to promptly notify us of any such death.

RIDER SECTION 3. INVESTMENT RESTRICTIONS

3.1 Are there any investment restrictions?

In order to provide the guarantee described by this rider, we require use of an available benefit allocation plan for your contract value and for allocation of your net purchase payments. The benefit allocation plan you select may include the foundation account. There are certain additional requirements applicable to the foundation account. See Rider Section 3.3.

Comment [CMG1]: Moved from Section 2

Formatted: Bullets and Numbering

Deleted: model

A violation of the investment restrictions occurs if:

- a.) your contract value is transferred to an investment option other than an available benefit allocation plan; or
- b.) there is a change in allocation to an investment option other than an available benefit allocation plan; or
- c.) you request a partial withdrawal from the foundation account before the value in all other investment options is exhausted.

Formatted: Bullets and Numbering

Deleted: A transfer of

Formatted

Deleted: v

Deleted: model

Subject to any notice, approval or consent required by applicable law, we reserve the right to:

Deleted: is a violation of the investment restrictions.¶

- a.) add benefit allocation plans without prior notice;
- b.) remove or substitute benefit allocation plans; and
- c.) substitute investment options within an available benefit allocation plan.

Deleted: model

Deleted: model

Deleted: model

You will be notified in advance of any substitution, removal or **other** change to **your ability to use** a benefit allocation **plan** that you selected.

Formatted

Deleted: model

3.2. What happens if the investment restrictions are violated?

If the investment restrictions are violated during the minimum charge period:

Comment [CMG2]: Moved from Section 2.

Deleted: 2.4

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the LBB will be the LBB as of the valuation day immediately preceding the violation for the sole purpose of calculating the rider charge from the date of the violation to the date of termination; and
- c.) as of the date of the violation:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section **6** will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a lifetime withdrawal under this rider;
 - 2.) the step-up option described in Rider Section **7.4** will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section **7.2** will no longer be in effect.

Deleted: 5

Deleted: 6

Deleted: 6

If the investment restrictions are violated on any date following completion of the minimum charge period, this rider will automatically terminate as of the date the violation occurred.

3.3. What additional requirements apply to the foundation account?

If you request a transfer and the foundation account is required as part of the benefit allocation plan into which you elect to transfer, we require allocation of a specific dollar amount to the foundation account at that time. See Rider Section 5.3.

If the LBB is stepped-up and the foundation account is part of the benefit allocation plan then in effect, we require allocation of a specific dollar amount to the foundation account at that time. See Rider Section 7.5.

RIDER SECTION 4.

RIDER CHARGES

Deleted: 3

4.1. Is there a charge for this rider?

There is an annual charge for this rider. The annual charge is determined by multiplying the rider charge rate by the average daily LBB for the prior contract year. The LBB as of each calendar day will be used to calculate the average daily LBB for the prior contract year.

The initial rider charge rate is shown on the Rider Data Page. We reserve the right to change the rider charge rate if the step-up option is in effect and a step-up occurs. The rider charge rate will not exceed the maximum rider charge rate shown on the Rider Data Page.

Deleted: you elect to

Deleted: your LBB

During the accumulation period, this charge will be deducted pro-rata from your contract value in all investment options except the foundation account. If there is insufficient value in such investment options, the charge will be deducted from the contract value in all investment options including the foundation account.

The rider charge will be deducted on each contract anniversary.

The rider charge will also be deducted upon:

- a.) full surrender of the contract;
- b.) termination of the rider after expiration of the minimum charge period;
- c.) payment of death proceeds; or
- d.) the start of payments under an income payout option, if not on a contract anniversary.

Any charge for a partial year will be in proportion to the number of days since the prior contract anniversary.

RIDER SECTION 5. PURCHASE PAYMENTS AND TRANSFERS

Deleted: 4

5.1 Can you change the allocation of net purchase payments?

You may change the allocation of subsequent net purchase payments to one of the other available benefit allocation plans at any time, without charge by written request. Any change will be effective at the time we receive your written request. However, your contract value at the time of such request must also be transferred to the benefit allocation plan selected as described in Rider Section 5.3.

Deleted: model

Deleted: model

Changing allocation to an investment option other than an available benefit allocation plan during a benefit period is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

Deleted: model

Deleted: .4,

5.2 How will additional purchase payments made to your contract affect the LBB?

Additional purchase payments will increase your LBB, subject to the following requirements:

- a.) we must receive any additional purchase payments during the window period shown on the Rider Data Page; and
- b.) the increase in your LBB is limited to the maximum window purchase payment amount shown on the Rider Data Page.

Any additional purchase payments that are made after the window period will increase your contract value, but will not increase your LBB. Any additional purchase payments or portion of an additional purchase payment that exceeds the maximum window purchase payment amount will increase your contract value, but will not increase your LBB.

Deleted: Careful consideration should be given before making additional purchase payments that do not increase your LBB as well as your contract value. Such payments may negatively impact the benefit provided by this rider.

The annual charge for this rider is determined by multiplying the current annual rider charge rate by the average daily LBB; therefore additional purchase payments that increase your LBB will also increase the annual charge for this rider.

5.3 Can contract value be transferred?

You may transfer your contract value to any benefit allocation plan that we make available. If a transfer is requested and the foundation account is required as part of the benefit allocation plan into which you elect to transfer, we require allocation of a specific dollar amount to the foundation account at that time. The dollar amount that must be allocated to the foundation account is equal to the LBB (as of the transfer date) multiplied by the foundation account allocation percentage required for the benefit allocation plan selected. The required dollar amount will be transferred to the foundation account from the other subaccount values first (on a pro-rata basis) then from any DCA fixed periods, if applicable, from oldest to newest. The remaining contract value (after deducting the required dollar amount) will be transferred to all other subaccounts included in the benefit allocation plan selected in proportion to the allocation percentage required for each subaccount.

Deleted: model

Formatted: Indent: Left: -0.25", Hanging: 0.31"

Formatted

Transferring your contract value to an investment option other than an available benefit allocation plan is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

Deleted: model

Deleted: 2.4

RIDER SECTION 6 **GUARANTEED LIFETIME WITHDRAWAL BENEFIT**

Deleted: 5

6.1 What is the guaranteed lifetime withdrawal benefit?

The guaranteed lifetime withdrawal benefit guarantees that you may take lifetime withdrawals under this rider regardless of your contract value.

Formatted: Bullets and Numbering

All withdrawals under this rider are also partial withdrawals under the contract to which this rider is attached. Partial withdrawals will occur on a pro-rata basis (unless you designate otherwise) from all investment options other than the foundation account until the value in such investment options is exhausted. A partial withdrawal from the foundation account before the value in all other investment options is exhausted is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

Deleted: W

6.2 When can lifetime withdrawals be made?

You may begin making lifetime withdrawals under this rider at any time on or after the rider issue date.

Formatted: Bullets and Numbering

Deleted: At least one annuitant must be living at the time of the withdrawal.

6.3 What amount can be withdrawn under this rider as a lifetime withdrawal?

You can withdraw up to the GALWA each rider year on or after the rider issue date.

Formatted: Bullets and Numbering

The GALWA is determined by multiplying the LBB at the time the lifetime withdrawal occurs by the annual withdrawal benefit percentage shown on the Rider Data Page. The percentage is based on the youngest covered person's current age at the time the first lifetime withdrawal occurs.

Deleted: annuitant

Deleted: following the rider issue date

If a step-up occurs after the first lifetime withdrawal, the percentage will be based on the youngest covered person's current age at the time of the step-up. This will result in an increase to the annual withdrawal benefit percentage. If one of the covered persons is deceased at the time of the step-up and he or she was the youngest covered person while living, then the percentage will be based on the age the deceased would have been had he or she been living at the time of the step-up.

Deleted: annuitant

If you withdraw more than the GALWA (an excess withdrawal), the LBB will be adjusted and the GALWA will be reduced. See Rider Section 8.2.

Deleted: 7

6.4 What happens if a lifetime withdrawal causes your contract value to be equal to or less than zero?

If a lifetime withdrawal under the terms of this rider causes your contract value to be equal to or less than zero:

Formatted: Bullets and Numbering

- a.) the accumulation period under your contract will end and the payout period will automatically begin;
- b.) the remaining lifetime withdrawals under this rider will occur under an income payout option that we make available for that purpose; and
- c.) all other riders attached to your contract, if any, will terminate.

6.5 What happens on the anticipated payout date?

If lifetime withdrawals have begun and will continue past the anticipated payout date:

- a.) we may not accept any additional purchase payments;
- b.) we will extend your payout date in order to continue providing lifetime withdrawals under the terms of this rider; and
- c.) all other riders attached to your contract, if any, will terminate.

Deleted: if lifetime withdrawals continue past

Deleted: under the terms of this rider

Formatted: Bullets and Numbering

Deleted: income

Deleted: will be extended

If lifetime withdrawals have not begun as of the anticipated payout date, you may change the payout date by written request, as described in the contract to which this rider is attached. If the payout date is extended, we may not accept additional purchase payments, and all other riders attached to your contract, if any, will terminate. If the payout date is not changed, we will use the anticipated payout date as your payout date and this rider will terminate, as described in Rider Section 2.7.

The anticipated payout date is shown on the data page for the contract to which this rider is attached.

Deleted: the contract anniversary following the annuitant's (primary annuitant if joint annuitants) 85th birthday or 10 years from the contract issue date, if later

RIDER SECTION 7. LIFETIME BENEFIT BASIS

7.1 How is the LBB determined?

The LBB as of the rider issue date is shown on the Rider Data Page.

The LBB will be increased by any purchase payment(s) received during the window period (up to the maximum window purchase payment allowed as shown on the Rider Data Page); and it may increase on each rider anniversary that the simple interest benefit and/or the step-up option are in effect as described in Rider Section 7.5.

If an excess withdrawal occurs, your LBB will be adjusted and the GALWA will be reduced. See Rider Section 8.2.

Deleted: 6

Deleted: 6

Deleted: and is equal to: ¶
¶
<#>your initial purchase payment if this rider is issued at the same time your contract is issued; or¶
<#>your contract value as of the rider issue date if this rider is issued after your contract is issued; or¶
the continuation amount if this rider is issued as a result of spousal continuation.

7.2 What is the simple interest benefit and when is it in effect?

The simple interest benefit is a benefit that may increase the LBB on each rider anniversary that it is in effect as described in Rider Section 7.5. For purposes of determining your LBB while the simple interest benefit is in effect, a value, referred to as the SIBB, is calculated on each rider anniversary, as described in Rider Section 7.3.

The simple interest benefit is in effect on each of the first ten (10) rider anniversaries, provided no investment violations and no lifetime withdrawals have occurred since the rider issue date. This benefit will remain in effect until the earliest of:

- a.) your first lifetime withdrawal following the rider issue date; or
- b.) your 10th rider anniversary; or
- c.) the date you violate the investment restrictions, as described in Rider Section 3.1; or
- d.) the date you change ownership of the contract to which this rider is attached.

Deleted: 6

Deleted: 7

Deleted: 6

Deleted: 6

Deleted: 6

Deleted: by electing to transfer your contract value or change your allocation to an investment option other than an available benefit allocation model

Formatted: Bullets and Numbering

While the simple interest benefit is in effect, it may increase your LBB (and therefore your lifetime withdrawals under this rider); however, it will not increase your contract value.

7.3 How is the SIBB determined?

The SIBB on your rider **issue date** is equal to the LBB as of that date. The SIBB will be increased by any window purchase payment(s). The term "window purchase payment(s)" means purchase payment(s) received during the window period (up to the maximum window purchase payment allowed as shown on the Rider Data page). On each rider anniversary that the simple interest benefit is in effect an annual credit is applied to increase the SIBB.

- Deleted: 6
- Deleted: R
- Deleted: I
- Deleted: D
- Formatted

The annual credit is equal to the SIBB Rate shown on the Rider Data Page multiplied by the LBB at the end of the first rider year.

See Rider Section **7.2** for a description of when the simple interest benefit is in effect.

- Deleted: 6

7.4 What is the step-up option?

The step-up option, if elected, is a benefit that may increase the LBB on each rider anniversary that it is in effect as described in Rider Section **7.5**.

- Deleted: 6

- Deleted: 6

Once elected, the step-up option will remain in effect until the earliest of the following:

- a.) the rider anniversary on or following the youngest covered person's 85th birthday;
- b.) the date you terminate the option by written request;
- c.) the date you violate the investment restrictions, as described in Rider Section 3.1; or
- d.) the date you change ownership of the contract to which this rider is attached.

- Deleted: annuitant's

- Deleted: (the 85th birthday of the youngest annuitant, if joint annuitants)

You may not re-elect the step-up option once it has been terminated. Step-ups will only be allowed if we are issuing new Guaranteed Lifetime Withdrawal Benefit Riders on the date of the step-up. Your annual report will indicate if the step-up option is in effect during the report period.

If you did not elect the automatic step-up option at the time of application, you may do so at a later date by written request. Step-ups will then begin automatically on the rider anniversary following receipt of your written request and will continue on each rider anniversary that the option is in effect.

7.5 How is the LBB determined when the simple interest option and/or the step-up option are in effect?

On each rider anniversary that the simple interest benefit and/or the step-up option are in effect, the LBB will be determined as follows:

- Deleted: 6

- a.) **If both the simple interest benefit and the step-up option are in effect,** the LBB for that rider anniversary will be compared to the following amounts:
 - 1.) the SIBB as of that rider anniversary; and
 - 2.) the current contract value as of that rider anniversary.

If 1.) and/or 2.) is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the greatest amount.

If both 1.) and 2.) are lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

b.) **If the step-up option is in effect, but the simple interest benefit is not in effect**, the LBB for that rider anniversary will be compared to the current contract value as of that rider anniversary.

If the contract value is greater than the LBB for that rider anniversary, the LBB will be increased (stepped-up) to be equal to the contract value.

If the contract value is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

c.) **If the simple interest benefit is in effect, but the step-up option is not in effect**, the LBB for that rider anniversary will be compared to the SIBB as of that rider anniversary.

If the SIBB is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the SIBB.

If the SIBB is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

If the LBB is stepped-up and the foundation account is required as part of the benefit allocation plan then in effect, we require allocation of a specific dollar amount to the foundation account at that time. The dollar amount that must be allocated to the foundation account is equal to the LBB (as of the step-up date) multiplied by the foundation account allocation percentage for the benefit allocation plan then in effect. Any required increase to the value in the foundation account will be transferred first from the other subaccount values on a pro-rata basis, then from any DCA fixed periods, if applicable, from oldest to newest. We reserve the right to waive this requirement. Waiver of this requirement will be administered on a non-discriminatory basis.

7.6 Will the simple interest benefit and/or the step-up option affect the annual charge for this rider?

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any increase to your LBB as a result of the simple interest benefit or step-up option will also increase the annual charge for this rider.

Deleted: 6

If the step-up option is in effect and a step-up occurs, the rider charge rate may differ from the initial rider charge rate, but will not exceed the maximum rider charge rate shown on the Rider Data Page. Any change in the rider charge rate will also affect the annual charge for this rider. See Rider Section 4.1.

Deleted: you elect to

Deleted: your LBB

Deleted: 3

RIDER SECTION 8.

EXCESS WITHDRAWALS

Deleted: 7

8.1 When does an excess withdrawal occur?

An excess withdrawal occurs if:

Deleted: 7

- a.) the amount withdrawn during a rider year exceeds the GALWA; or
- b.) the amount withdrawn, when added to prior withdrawals during a rider year, exceeds the GALWA.

The amount withdrawn during a rider year that is in excess of the GALWA is referred to as the "excess withdrawal amount".

8.2 What happens if an excess withdrawal occurs?

If an excess withdrawal occurs, the LBB will be reset to equal the previous LBB reduced by the greater of:

Deleted: 7

- a.) the excess withdrawal amount; or
- b.) a proportional adjustment amount that is equal to (A) divided by (B), with the result multiplied by (C), where:

Formatted

Deleted: 1

Deleted: 2

Deleted: 3

Deleted: =

Formatted: Indent: Left: 0.75", Hanging: 0.38"

Formatted: Bullets and Numbering

Deleted: =

Deleted: =

(A) = the excess withdrawal amount.
(B) = the contract value prior to the withdrawal minus the remaining GALWA, if any, at the time of withdrawal. The remaining GALWA is the amount available for withdrawal without exceeding the GALWA.
(C) = the LBB prior to the withdrawal.

The GALWA will then be recalculated and reduced, based on the newly reset LBB.

We reserve the right to waive the excess withdrawal treatment described above if the withdrawals are scheduled withdrawals intended to meet IRS required minimum distribution rules. The current prospectus will disclose if such waiver is in effect and any detailed requirements for such waiver.

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any decrease to your LBB will also decrease the annual charge for this rider.

RIDER SECTION 9.

DEATH BENEFIT PROCEEDS

Deleted: 8

9.1 What amount will be paid as death benefit proceeds during the accumulation period?

The amount that will be paid under this contract as death benefit proceeds is equal to the greater of the following:

Deleted: 8

- a.) the contract value as of the date due proof of death is received reduced by any applicable rider charges (calculated in proportion to the number of days since the prior contract anniversary for a partial year's charge); or
- b.) the sum of your net purchase payments made as of the date due proof of death is received; minus an adjustment for each partial withdrawal made as of the date due proof of death is received. The adjustment for a partial withdrawal is equal to the partial withdrawal amount plus an additional adjustment if an excess withdrawal occurred as described in Rider Section 8.

Deleted: 7

The additional adjustment for an excess withdrawal is equal to: (1) divided by (2); with that result multiplied by (3); and then finally reduced by (1), where:

- (1) = the excess withdrawal amount;
- (2) = the contract value immediately prior to the excess withdrawal;
- (3) = the sum of your net purchase payments immediately prior to the date the excess withdrawal occurred, less any adjustments already made for prior withdrawals.

This additional adjustment for an excess withdrawal has the effect of increasing the total adjustment amount when (3) is greater than (2) and reducing the total adjustment amount when (3) is less than (2).

The death benefit proceeds described above will be reduced by any applicable premium expense charges not previously deducted.

RIDER SECTION 10.

CONTINUATION BENEFIT

10.1 What is the continuation benefit?

The continuation benefit allows an eligible joint covered person (who is not a co-annuitant) to elect to continue the contract in lieu of receiving the death benefit proceeds. Such continuation is subject to the limitations and requirements of Internal Revenue Code §72(s).

A joint covered person is eligible for this benefit only if he or she was the deceased covered person's spouse and sole primary beneficiary of the contract as of the date of death.

A joint covered person who is eligible for the continuation benefit must elect the benefit within sixty (60) days of our receipt of due proof of the covered person's death. Upon election of this benefit, the joint covered person will continue to receive the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met. The Spouse Beneficiary Death Benefit Rider (Spouse/Partner Death Benefit Rider in some states), if any, will terminate upon election of this benefit due to the death of the primary covered person.

This benefit may be exercised only one time.

10.2 What happens if the joint covered person is not eligible for the benefit or the benefit is not elected?

If the joint covered person is not eligible for the continuation benefit or the benefit is not elected by an eligible joint covered person:

- a.) the death benefit proceeds will be paid in accordance with the terms of the contract; and
- b.) the contract, including this rider, will terminate.

← - - - Formatted: Bullets and Numbering

CUNA Mutual Insurance Society



President

GUARANTEED LIFETIME WITHDRAWAL BENEFIT WITH MINIMUM GUARANTEE DEATH BENEFIT

PRIMARY COVERED PERSON

[John Doe]

ISSUE AGE

[35]

Deleted: ANNUITANT

Deleted: ANNUITANT(S)

Deleted: (S)

Deleted: CO-ANNUITANT

Deleted: CO-ANNUITANT'S

JOINT COVERED PERSON

[Jane Doe]

ISSUE AGE

[35]

OWNER(S)

[John Doe]

RIDER ISSUE DATE

[May 31, 2010]

Lifetime Benefit Basis (LBB): [\$100,000]

Window Period: [May 31, 2010 – May 31, 2011]

Maximum Window Purchase Payment: [\$200,000]

Simple Interest Benefit Basis Rate (SIBB Rate): [3.0%]

Initial Rider Charge Rate: [.95%]

Minimum Charge Period: [May 31, 2010 – May 31, 2017]

Maximum Rider Charge Rate: 1.75%

Annual Withdrawal Benefit Percentage:

Single Covered Person

Age at First Withdrawal or Step-Up

Current Age	Percentage
55	4.1%
56	4.2%
57	4.3%
58	4.4%
59	4.5%
60	4.6%
61	4.7%
62	4.8%
63	4.9%
64	5.0%
65	5.1%
66	5.2%
67	5.3%
68	5.4%
69	5.5%
70	5.6%
71	5.7%
72	5.8%
73	5.9%
74	6.0%
75	6.1%
76	6.2%
77	6.3%
78	6.4%
79	6.5%
80	6.6%
81	6.7%
82	6.8%
83	6.9%
84	7.0%
85+	7.1%

Joint Covered persons

Age of Youngest Covered person at First Withdrawal or Step-Up

Current Age	Percentage
55	3.6%
56	3.7%
57	3.8%
58	3.9%
59	4.0%
60	4.1%
61	4.2%
62	4.3%
63	4.4%
64	4.5%
65	4.6%
66	4.7%
67	4.8%
68	4.9%
69	5.0%
70	5.1%
71	5.2%
72	5.3%
73	5.4%
74	5.5%
75	5.6%
76	5.7%
77	5.8%
78	5.9%
79	6.0%
80	6.1%
81	6.2%
82	6.3%
83	6.4%
84	6.5%
85+	6.6%

Deleted: Annuitant

Deleted: Annuitant

Formatted: Indent: Left: -0.13", Right: -0.08"

If only one covered person is living at the time of the first withdrawal, the percentages shown above will be increased by [0.50%]; and the percentage used will be based on the surviving covered person's current age at the time of the first withdrawal. If one of the covered persons is deceased at the time of step-up see Rider Section 6.3.

Benefit Allocation Plan: The required allocation % to the foundation account, if any, is shown in the Allocation % - Foundation Account column. The Allocation % - Excluding the Foundation Account column below totals to 100% for purposes of rebalancing, as described in Rider Section 2.3.

Formatted Table

<p><u>Allocation % - Foundation Account</u> 0% Foundation Account - Bond</p>	<p><u>Allocation % - Excluding the Foundation Account</u> 100% Diversified Income OR 100% Conservative Allocation</p>
<p><u>Allocation % - Foundation Account</u> 10% Foundation Account - Bond</p>	<p><u>Allocation % - Excluding the Foundation Account</u> 100% Moderate Allocation OR 100% BlackRock Global Allocation</p>
<p><u>Allocation % - Foundation Account</u> 0% Foundation Account - Bond</p>	<p><u>Allocation % - Excluding the Foundation Account</u> Risk-Managed Funds Model: 20% Conservative Allocation 45% Moderate Allocation 15% Equity Income 10% Bond 10% Diversified Income</p>
<p><u>Allocation % - Foundation Account</u> 0% Foundation Account - Bond</p>	<p><u>Allocation % - Excluding the Foundation Account</u> Conservative Growth Model: 14% Large Cap Growth 12% Van Kampen LIT Growth & Income II 5% International Stock 4% Oppenheimer International Growth 2% AIM V.I. Global Real Estate 3% PIMCO VIT CommodityRealReturn Strategy 15% PIMCO VIT Total Return 35% AIM V.I. Government Securities 10% PIMCO VIT Global Bond (Unhedged)</p>
<p><u>Allocation % - Foundation Account</u> 0% Foundation Account - Bond</p>	<p><u>Allocation % - Excluding the Foundation Account</u> Balanced Model: 16% Large Cap Growth 13% Van Kampen LIT Growth & Income II 4% Mid Cap 7% International Stock 5% Oppenheimer International Growth 2% AIM V.I. Global Real Estate 3% PIMCO VIT CommodityRealReturn Strategy 3% Franklin High Income Securities 3% High Income 12% PIMCO VIT Total Return 24% AIM V.I. Government Securities 8% PIMCO VIT Global Bond</p>

Allocation % - Foundation Account
10% Foundation Account - Bond

Allocation % - Foundation Account
20% Foundation Account - Bond

Allocation % - Foundation Account
30% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Moderate Growth Model:

18% Large Cap Growth
14% Van Kampen LIT Growth & Income II
5% Mid Cap
2% Oppenheimer Main Street Small Cap
9% International Stock
6% Oppenheimer International Growth
3% AIM V.I. Global Real Estate
3% PIMCO VIT CommodityRealReturn Strategy
3% Franklin High Income Securities
6% High Income
9% PIMCO VIT Total Return
16% AIM V.I. Government Securities
6% PIMCO VIT Global Bond

Allocation % - Excluding the Foundation Account
Growth Model:

20% Large Cap Growth
15% Van Kampen LIT Growth & Income II
6% Mid Cap
3% Oppenheimer Main Street Small Cap
11% International Stock
6% Oppenheimer International Growth
4% AIM V.I. Global Real Estate
5% PIMCO VIT CommodityRealReturn Strategy
3% Franklin High Income Securities
6% High Income
6% PIMCO VIT Total Return
9% AIM V.I. Government Securities
6% PIMCO VIT Global Bond

Allocation % - Excluding the Foundation Account
Aggressive Growth Model:

22% Large Cap Growth
16% Van Kampen LIT Growth & Income II
7% Mid Cap
6% Oppenheimer Main Street Small Cap
12% International Stock
7% Oppenheimer International Growth
5% AIM V.I. Global Real Estate
5% PIMCO VIT CommodityRealReturn Strategy
2% Franklin High Income Securities
5% High Income
4% PIMCO VIT Total Return
5% AIM V.I. Government Securities
4% PIMCO VIT Global Bond

Allocation % - Foundation Account
40% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Custom Portfolio:
Conservative Allocation
Moderate Allocation
Aggressive Allocation
Money Market
Diversified Income
Bond Fund
High Income
Large Cap Value
20% Large Cap Growth
Mid Cap
Small Cap
20% Equity Income
International Stock
PIMCO VIT Total Return
PIMCO VIT Global Bond (Unhedged)
20% Franklin High Income Securities
Franklin Income Securities
Mutual Global Discovery Securities
Oppenheimer Main Street
Oppenheimer Main Street Small Cap
Oppenheimer International Growth
Van Kampen LIT Growth and Income II
20% Van Kampen LIT Mid Cap Growth II
AIM V.I. Government Securities
20% BlackRock Global Allocation

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER

RIDER SECTION 1.

DEFINITIONS

1.1 What are the most commonly used terms and what do they mean?

benefit allocation plan – one or more specific subaccounts of the variable account, a fixed account or a model allocation of subaccounts of the variable account to which contract value must be allocated while this rider is in effect. The benefit allocation plan you selected is shown on the Rider Data Page.

covered person(s) – the person(s) whose life/lives determine(s) the benefits described in this Rider. The primary covered person and joint covered person, if any, are shown on the Rider Data Page.

current age – the covered person's age as of his or her last birthday.

excess withdrawal – a withdrawal that either by itself or when added to all other withdrawals during a rider year, exceeds the GALWA. The amount that is in excess of the GALWA is considered the excess withdrawal amount. See Rider Section 8.1.

foundation account – a subaccount of the variable account that is part of certain benefit allocation plans. The benefit allocation plan you select will determine the required allocation percentage, if any, to the foundation account.

guaranteed annual lifetime withdrawal amount (GALWA) – the maximum amount you may withdraw each rider year while a covered person is alive regardless of your contract value.

lifetime benefit basis (LBB) – the value used to determine the GALWA. It may increase annually while the simple interest benefit and/or step-up options are in effect as described in Rider Section 7.5. It will be reduced if an excess withdrawal occurs as described in Rider Section 8.2.

lifetime withdrawal(s) – any withdrawal(s) taken under the terms of this rider that is/are not a non-lifetime withdrawal.

non-lifetime withdrawal – a withdrawal is a non-lifetime withdrawal only if it is the first withdrawal under this rider, there are no additional withdrawals in the same rider year, and there are no withdrawals in the rider year immediately following the first withdrawal.

rider anniversary – the same day and month as the rider issue date for each year this rider remains in force.

rider issue date – the date shown on the Rider Data Page that is used to determine rider years and rider anniversaries.

rider year – any twelve-month period beginning on a rider issue date or a rider anniversary and ending one day before the next rider anniversary.

simple interest benefit basis (SIBB) – a value calculated solely for purposes of this rider to determine your LBB on each rider anniversary that the simple interest benefit is in effect. See Rider Section 7.3 for a description of how the SIBB is determined.

- Deleted: model
- Deleted: investment options
- Deleted: or purchase payment allocation models
- Deleted: that we will use to provide the guarantee described by
- Deleted: model
- Deleted: annuitant's
- Deleted: (youngest annuitant if joint annuitants)
- Deleted: ,
- Deleted: 7

- Deleted: n
- Deleted: annuitant

- Deleted: 6
- Deleted: 7

- Deleted: 6

- Deleted: 09

spouse – a spouse as defined under the federal Defense of Marriage Act (“DOMA”), 28 U.S.C. §1738C, enacted in 1996, DOMA defines “marriage” as “a legal union between one man and one woman as husband and wife”, and “spouse” as “a person of the opposite sex who is a husband or a wife.”

step-up anniversary – the same day and month as the step-up date, for each year following a step-up in the LBB.

step-up date – the date that a step-up in the LBB occurs, as described in Rider Section 7.4.

RIDER SECTION 2.

GENERAL INFORMATION

2.1 What is our agreement with you?

Our agreement with you includes this rider as a part of the contract to which it is attached. The provisions of the contract apply to this rider unless they conflict with the rider. If there is a conflict, the rider provision will apply. Nothing in this rider is intended to override the “Death of Annuitant” and/or “Owner” provisions of the contract to which this rider is attached; and in all events this rider will be interpreted in a manner consistent with Section 72(s) of the Internal Revenue Code. The issue date for this rider is shown on the Rider Data Page.

We promise to provide the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met.

2.2 What are the eligibility requirements and the benefit provided by this rider?

To be eligible for this rider:

- a.) the covered person(s) must be no younger than 50 and no older than age 85 on the rider issue date;
- b.) the primary covered person:
 - 1.) must be designated as the owner and annuitant; or
 - 2.) must be designated as the annuitant if the owner is not a natural person;
- c.) a joint covered person may be designated only if:
 - 1.) the primary covered person is the owner and annuitant; and
 - 2.) the co-annuitant, if any, is the primary covered person’s spouse at the time of conversion to this rider;
- d.) the joint covered person, if any:
 - 1.) must be designated at the time of conversion to this rider;
 - 2.) must be the primary covered person’s spouse at the time of conversion to this rider; and
 - 3.) must be designated as the sole primary beneficiary at the time of conversion to this rider.

Formatted: Bullets and Numbering

Formatted: Not Highlight

This rider is not available if the plan type for the contract to which this rider is attached is classified as a Beneficiary IRA or Non-qualified Beneficiary contract. The terms “Beneficiary IRA” or “Non-qualified Beneficiary” contract refer to a contract that has been inherited by a beneficiary upon the death of the contract holder.

Deleted: the annuitant (both annuitants if joint annuitants) must be no younger than 55 and no older than age 85 on the rider issue date

Deleted: policy

Once issued, this rider provides for a guaranteed lifetime withdrawal benefit as described in this rider.

2.3 What is the Automatic Personal Portfolio Rebalance Service and is it required?

The Automatic Personal Portfolio Rebalancing Service (“rebalancing”) automatically transfers contract value between subaccounts (other than the foundation account) in order to achieve a particular percentage allocation of contract value among such subaccounts.

Rebalancing is required as a condition of this rider if the benefit allocation plan you selected includes two or more subaccounts, other than the foundation account. Rebalancing will occur automatically on an annual basis, on each contract anniversary, unless you elect a more frequent mode. The foundation account will not be rebalanced.

... [1]

2.4 What happens if you change ownership of your contract?

If the owner is a natural person, then he or she must also be designated as the annuitant and the primary covered person, as described in Rider Section 2.2. We will not allow a primary covered person to be changed after the rider issue date for any reason, as described in Rider Section 2.6. Therefore, we will not allow an owner who is a natural person to be changed after the rider issue date for any reason.

Deleted: 5

If the owner is not a natural person and ownership of the contract to which this rider is attached is changed:

Deleted: you change

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the LBB will be the LBB as of the valuation day immediately preceding the ownership change effective date, for the sole purpose of calculating the rider charge from the date ownership was changed to the date of termination; and
- c.) as of the ownership change effective date:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 6 will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a non-lifetime withdrawal or lifetime withdrawal under this rider;
 - 2.) the step-up option described in Rider Section 7.4 will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 7.2 will no longer be in effect.

Deleted: 5

Deleted: 6

Deleted: 6

If the ownership change effective date occurs on any date following completion of the minimum charge period, this rider will automatically terminate as of that date.

2.5 Can you change your beneficiary?

You can change your beneficiary as described in the contract to which this rider is attached. However, changing your beneficiary may negatively impact the benefit provided by this rider. For example, if there is a joint covered person, the joint covered person must be your spouse and we require that he or she be designated as the sole primary beneficiary at the time of application. If you later change your beneficiary to someone other than your spouse, then he or she will not be eligible for the continuation benefit described in Rider Section 9. Careful consideration should be given before changing your beneficiary.

2.6 Can a covered person be changed?

The primary covered person can not be changed after the rider issue date for any reason.

A joint covered person can not be changed or added after the rider issue date for any reason. A joint covered person can be removed only if:

- a.) no lifetime withdrawals have occurred since the rider issue date; and
- b.) we are provided proof of death, divorce, annulment or dissolution of the marriage between the primary covered person and joint covered person.

Formatted: Bullets and Numbering

Once a joint covered person has been removed, a subsequent spouse can not be added as a new joint covered person.

In the event of a divorce, the benefit provided by this rider can not be divided as part of the divorce settlement or judgment.

2.7. When will this rider terminate?

Elective termination of this rider prior to the end of the minimum charge period is not allowed. The minimum charge period is shown on the Rider Data Page.

Deleted: 6

This rider will automatically terminate on the earliest of:

- a.) the payout date;
- b.) the date you surrender your contract;
- c.) the date due proof of death of the last surviving covered person is received;
- d.) the date due proof of death of the primary covered person is received if:
 - 1.) there is a surviving joint covered person (who is not also a co-annuitant); and
 - 2.) he or she is not eligible to continue the contract under the continuation benefit, as described in Rider Section 9; or
 - 3.) he or she does not elect to continue the contract under the continuation benefit, as described in Rider Section 9.

Deleted: annuitant (

Deleted: remaining

Deleted: annuitant, if joint annuitants)

Formatted: Bullets and Numbering

Formatted: Indent: Left: 0.5", Hanging: 0.25"

Deleted: the date there is a change of annuitant for any reason; or the date you surrender your contract.

Deleted: 2.4

Deleted: 5

2.8 Is notification of a covered person's death required?

It is important that we are notified of the death of a covered person. The benefit provided by this rider (the GALWA) is determined by multiplying the LBB by an annual withdrawal benefit percentage. The annual withdrawal percentage is based on the age of the youngest covered person and the number of covered persons (1 or 2) living on the date that the first lifetime withdrawal occurs.

We are not responsible for any misdirected payments that result from failure to promptly notify us of any such death.

RIDER SECTION 3.

INVESTMENT RESTRICTIONS

3.1 Are there any investment restrictions?

In order to provide the guarantee described by this rider, we require use of an available benefit allocation plan for your contract value and for allocation of your net purchase payments. The benefit allocation plan you select may include the foundation account. There are certain additional requirements applicable to the foundation account. See Rider Section 3.3.

Comment [CMG1]: Moved from Section 2.

Formatted: Bullets and Numbering

A violation of the investment restrictions occurs if:

- a.) your contract value is transferred to an investment option other than an available benefit allocation plan; or
- b.) there is a change in allocation to an investment option other than an available benefit allocation plan; or
- c.) you request a partial withdrawal from the foundation account before the value in all other investment options is exhausted.

Subject to any notice, approval or consent required by applicable law, we reserve the right to:

- a.) add benefit allocation plans without prior notice;
- b.) remove or substitute benefit allocation plans; and
- c.) substitute investment options within an available benefit allocation plan.

Deleted: <#>c.) A transfer of contract value or change in allocation to an investment option other than an available benefit allocation is a violation of the investment restrictions.¶

You will be notified in advance of any substitution, removal or other change to your ability to use a benefit allocation plan that you selected.

3.2 What happens if the investment restrictions are violated?

If the investment restrictions are violated during the minimum charge period:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the LBB will be the LBB as of the valuation day immediately preceding the violation for the sole purpose of calculating the rider charge from the date of the violation to the date of termination; and
- c.) as of the date of the violation:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 6 will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a non-lifetime withdrawal or lifetime withdrawal under this rider;
 - 2.) the step-up option described in Rider Section 7.4 will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 7.2 will no longer be in effect.

Comment [CMG4]: Moved from Section 2.

Deleted: 2.4

Deleted: 5

Deleted: 6

Deleted: 6

If the investment restrictions are violated on any date following completion of the minimum charge period, this rider will automatically terminate as of the date the violation occurred.

3.3 What additional requirements apply to the foundation account?

If you request a transfer and the foundation account is required as part of the benefit allocation plan into which you elect to transfer, we require allocation of a specific dollar amount to the foundation account at that time. See Rider Section 5.3.

If the LBB is stepped-up and the foundation account is part of the benefit allocation plan then in effect, we require allocation of a specific dollar amount to the foundation at that time. See Rider Section 7.5.

RIDER SECTION 4.

RIDER CHARGES

Deleted: 3

4.1 Is there a charge for this rider?

There is an annual charge for this rider. The annual charge is determined by multiplying the rider charge rate by the average daily LBB for the prior contract year. The LBB as of each calendar day will be used to calculate the average daily LBB for the prior contract year.

Formatted: Bullets and Numbering

The initial rider charge rate is shown on the Rider Data Page. We reserve the right to change the rider charge rate if the step-up option is in effect and a step-up occurs. The rider charge rate will not exceed the maximum rider charge rate shown on the Rider Data Page.

Deleted: you elect to

Deleted: your LBB

During the accumulation period, this charge will be deducted pro-rata from your contract value in all investment options except the foundation account. If there is insufficient value in such investment options, the charge will be deducted from the contract value in all investment options including the foundation account.

The rider charge will be deducted on each contract anniversary.

The rider charge will also be deducted upon:

- a.) full surrender of the contract;
- b.) termination of the rider after expiration of the minimum charge period;
- c.) payment of death proceeds; or
- d.) the start of payments under an income payout option, if not on a contract anniversary.

Any charge for a partial year will be in proportion to the number of days since the prior contract anniversary.

RIDER SECTION 5. PURCHASE PAYMENTS AND TRANSFERS

Deleted: 4

5.1 Can you change the allocation of net purchase payments?

You may change the allocation of subsequent net purchase payments to one of the other available benefit allocation plans at any time, without charge by written request. Any change will be effective at the time we receive your written request. However, your contract value at the time of such request must also be transferred to the benefit allocation plan selected, as described in Rider Section 5.3.

Formatted: Bullets and Numbering

Deleted: model

Deleted: model

Changing allocation to an investment option other than an available benefit allocation plan during a benefit period is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

Deleted: model

Deleted: 2.4

Deleted: ,

5.2 How will additional purchase payments made to your contract affect the LBB?

Additional purchase payments that are made after the rider issue date will increase your contract value, but will not increase your LBB.

Deleted: 4.2

Deleted: Careful consideration should be given before making additional purchase payments that do not increase your LBB. Such payments may negatively impact the benefit provided by this rider.

5.3 Can contract value be transferred?

You may transfer your contract value to any benefit allocation plan that we make available. If a transfer is requested and the foundation account is required as part of the benefit allocation plan into which you elect to transfer, we require allocation of a specific dollar amount to the foundation account at that time. The dollar amount that must be allocated to the foundation account is equal to the LBB (as of the transfer date) multiplied by the foundation account allocation percentage required for the benefit allocation plan selected. The required dollar amount will be transferred to the foundation account from the other subaccount values first (on a pro-rata basis) then from any DCA fixed periods, if applicable, from oldest to newest. The remaining contract value (after deducting the required dollar amount) will be transferred to all other subaccounts included in the benefit allocation plan selected in proportion to the allocation percentage required for each subaccount.

Formatted: Normal

Formatted: Indent: Left: -0.25", Hanging: 0.31"

Formatted: Bullets and Numbering

Deleted: model

Formatted: Bullets and Numbering

Transferring your contract value to an investment option other than an available benefit allocation plan is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

Formatted: Bullets and Numbering

Deleted: model

Deleted: 2.4

RIDER SECTION 6. GUARANTEED LIFETIME WITHDRAWAL BENEFIT

Deleted: 5

6.1 What is the guaranteed lifetime withdrawal benefit?

The guaranteed lifetime withdrawal benefit guarantees that you may take lifetime withdrawals under this rider regardless of your contract value. You may take one non-lifetime withdrawal prior to taking your first lifetime withdrawal.

Formatted: Bullets and Numbering

All withdrawals under this rider are also partial withdrawals under the contract to which this rider is attached. Partial withdrawals will occur on a pro-rata basis (unless you designate otherwise) from all investment options other than the foundation account until the value in such investment options is exhausted. A partial withdrawal from the foundation account before the value in all other investment options is exhausted is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

Deleted: W

6.2 When can a non-lifetime withdrawal be made?

You may take one non-lifetime withdrawal at any time on or after the rider issue date and prior to making a lifetime withdrawal.

Deleted: 5

Deleted: At least one annuitant must be living at the time of the withdrawal.

6.3 What amount can be withdrawn as a non-lifetime withdrawal and what is the effect of the withdrawal?

You may withdraw any amount as a non-lifetime withdrawal. The effect of a non-lifetime withdrawal, regardless of the amount of the withdrawal, is that there will be no annual credit to the SIBB on the rider anniversary following the withdrawal. See Rider Section 7.3.

Deleted: 5

Deleted: 6

In addition, if you withdraw more than the GALWA (an excess withdrawal) the following will occur:

- a.) the annual credit to the SIBB, when it resumes, will be reduced as described in Rider Section 7.3;
- b.) the LBB will be adjusted and the GALWA will be reduced as described in Rider Section 8.2; and
- c.) if the withdrawal would cause the contract's surrender value to be less than \$2,000, we will treat your withdrawal request as a full surrender, and this rider will terminate.

Deleted: ,

Deleted: 6

Deleted: 7

The GALWA at the time of withdrawal is determined by multiplying the LBB at the time the non-lifetime withdrawal occurs by the annual withdrawal benefit percentage shown on the Rider Data Page. The percentage will be based on the youngest covered person's current age at the time the non-lifetime withdrawal occurs.

Deleted: annuitant's

6.4 When can lifetime withdrawals be made?

You may begin making lifetime withdrawals under this rider at any time on or after the rider issue date.

Formatted: Indent: Left: -0.25", Hanging: 0.31"

Formatted: Bullets and Numbering

Deleted: At least one annuitant must be living at the time of the withdrawal.

6.5 What amount can be withdrawn under this rider as a lifetime withdrawal?

You can withdraw up to the GALWA each rider year on or after the rider issue date.

Formatted: Bullets and Numbering

The GALWA is determined by multiplying the LBB at the time the lifetime withdrawal occurs by the annual withdrawal benefit percentage shown on the Rider Data Page. The percentage is based on the youngest covered person's current age at the time the first lifetime withdrawal occurs. The annual withdrawal benefit percentage will not change after your first lifetime withdrawal.

Deleted: annuitant's

Deleted: following the rider issue date

If you withdraw more than the GALWA (an excess withdrawal), the LBB will be adjusted and the GALWA will be reduced. See Rider Section 8.2.

Deleted: 7

6.6 What happens if a lifetime withdrawal causes your contract value to be equal to or less than zero?

If a lifetime withdrawal under the terms of this rider causes your contract value to be equal to or less than zero:

Formatted: Bullets and Numbering

- a.) the accumulation period under your contract will end and the payout period will automatically begin;
- b.) the remaining guaranteed withdrawals under this rider will occur under an income payout option that we make available for that purpose; and
- c.) all other riders attached to your contract, if any, will terminate.

6.7 What happens on the anticipated payout date?

If lifetime withdrawals have begun and will continue past the anticipated payout date:

Deleted: if lifetime withdrawals continue past

Deleted: under the terms of this rider

- a.) we may not accept any additional purchase payments;
- b.) we will extend your payout date in order to continue providing lifetime withdrawals under the terms of this rider; and
- c.) all other riders attached to your contract, if any, will terminate.

Deleted: income

Deleted: will be extended

If lifetime withdrawals have not begun as of the anticipated payout date, you may change the payout date by written request, as described in the contract to which this rider is attached. If the payout date is extended, we may not accept additional purchase payments, and all other riders attached to your contract, if any, will terminate. If the payout date is not changed, we will use the anticipated payout date as your payout date and this rider will terminate, as described in Rider Section 2.7.

Deleted: the contract anniversary following the annuitant's (primary annuitant if joint annuitants) 85th birthday or 10 years from the contract issue date, if later

Deleted: 6

Deleted: 6

Formatted: Bullets and Numbering

Deleted: and is equal to: ¶

¶
<#>your initial purchase payment if this rider is issued at the same time your contract is issued; or ¶
<#>your contract value as of the rider issue date if this rider is issued after your contract is issued; or ¶
<#>the benefit basis for the Guaranteed Minimum Accumulation Benefit rider being converted to this rider (or the contract value, if greater) as of this rider's issue date; or ¶
the continuation amount if this rider is issued as a result of spousal continuation.

Deleted: 6

Formatted: Bullets and Numbering

Deleted: 7

Deleted: 6

Deleted: 6

Deleted: 6

RIDER SECTION 7.

LIFETIME BENEFIT BASIS

7.1 How is the LBB determined?

The LBB as of the rider issue date is shown on the Rider Data Page.

The LBB may increase on each rider anniversary that the simple interest benefit and/or the step-up option are in effect. See Rider Section 7.5.

If an excess withdrawal occurs, your LBB will be adjusted and the GALWA will be reduced. See Rider Section 8.2.

7.2 What is the simple interest benefit and when is it in effect?

The simple interest benefit is a benefit that may increase the LBB on each rider anniversary that it is in effect, as described in Rider Section 7.5. For purposes of determining your LBB while the simple interest benefit is in effect, a value, referred to as the SIBB, is calculated on each rider anniversary, as described in Rider Section 7.3.

Deleted: 6

Formatted: Bullets and Numbering

Deleted: 7

Deleted: 6

Deleted: 6

Deleted: 6

The simple interest benefit is in effect on each of the first ten (10) rider anniversaries, provided no investment violations and no lifetime withdrawals have occurred since the rider issue date.

If a step-up occurs while the benefit is in effect, the benefit will remain in effect for each of the ten (10) rider anniversaries following the step-up, provided no investment violations and no lifetime withdrawals have occurred since the rider issue date. However, in no event will this benefit remain in effect after the 20th rider anniversary.

For example, if a step-up occurs on your 5th, 8th and 14th rider anniversaries, this benefit will remain in effect until your 20th rider anniversary. If a step-up occurs on your 5th and 8th rider anniversaries, and there is no step-up on rider anniversaries 9 through 18, the benefit will remain in effect until your 18th rider anniversary. These examples assume that no investment violations and no lifetime withdrawals have occurred since the rider issue date.

Deleted: th

Deleted: are

Deleted: 's

This benefit will remain in effect until the earliest of:

- a.) your first lifetime withdrawal following the rider issue date; or
- b.) your 10th rider anniversary, if no step-ups have occurred as of that date; or
- c.) the 10th step-up anniversary of the last step-up that occurs while this benefit is in effect; or
- d.) the 20th rider anniversary; or
- e.) the date you violate the investment restrictions, as described in Rider Section 3.1; or
- f.) the date you change ownership of the contract to which this rider is attached.

Formatted: Bullets and Numbering

While the simple interest benefit is in effect, it may increase your LBB (and therefore your lifetime withdrawals under this rider); however, it will not increase your contract value.

7.3 How is the SIBB determined?

The SIBB on your rider issue date is equal to the LBB as of that date. On each rider anniversary that the simple interest benefit is in effect an annual credit may be applied to increase the SIBB.

Deleted: 6

Deleted: R

Deleted: I

Deleted: D

Deleted: to

Deleted: equal to

Deleted: lesser

Formatted: Bullets and Numbering

If an excess withdrawal occurs, the SIBB will be reset (decreased) by the greater of:

- a.) the excess withdrawal amount; or
- b.) a proportional adjustment amount that is equal to (A) divided by (B), with the result multiplied by (C), where:

- (A) = the excess withdrawal amount.
- (B) = the contract value prior to the withdrawal minus the remaining GALWA, if any, at the time of withdrawal. The remaining GALWA is the amount available for withdrawal without exceeding the GALWA.
- (C) = the SIBB prior to the withdrawal.

Deleted: the SIBB as of the date of withdrawal, minus the excess withdrawal amount; or ¶ the reset LBB, as described in Rider Section 7.2.¶

Formatted: Not Highlight

The annual credit, if any, for each rider anniversary that the simple interest benefit is in effect will be determined as follows:

- a.) if no withdrawals have occurred since the rider issue date, the annual credit for that rider anniversary will be equal to the LBB at the end of the first rider year multiplied by the SIBB Rate;
- b.) if a non-lifetime withdrawal occurred during a rider year:
 - 1.) there will be no annual credit for the rider anniversary immediately following the non-lifetime withdrawal;
 - 2.) the annual credit will resume on the next rider anniversary; and
 - 3.) the amount of the annual credit, when it resumes, will not change unless the withdrawal was an excess withdrawal. If the withdrawal was an excess withdrawal, the amount of the annual credit, when it resumes, will be equal to the SIBB Rate multiplied by an adjusted LBB. The adjusted LBB is used solely for the purpose of this calculation and is equal to the LBB at the end of the first rider year, reduced by the greater of:
 - i.) The excess withdrawal amount; or
 - ii.) A proportional adjustment that is equal to (A) divided by (B), with the result multiplied by (C), where:
 - (A) = the excess withdrawal amount.
 - (B) = the contract value prior to the withdrawal minus the remaining GALWA, if any, at the time of the withdrawal. The remaining GALWA is the amount available for withdrawal without exceeding the GALWA.
 - (C) = the LBB at the end of the first rider year.

Deleted: the reset SIBB (determined as a result of the excess withdrawal as described above) multiplied by

Formatted: Bullets and Numbering

Formatted: Bullets and Numbering

The SIBB Rate is shown on the Rider Data Page. See Rider Section 7.2 for a description of when the simple interest benefit is in effect.

Deleted: 6

7.4 What is the step-up option?

The step-up option, if elected, is a benefit that may increase the LBB on each rider anniversary that it is in effect as described in Rider Section 7.5.

Deleted: 6

Deleted: 6

Once elected, the step-up option will remain in effect until the earliest of the following:

- a.) the rider anniversary on or following the youngest covered person's 85th birthday;
- b.) the date you terminate the option by written request;
- c.) the date you violate the investment restrictions, as described in Rider Section 3.1; or
- d.) the date you change ownership of the contract to which this rider is attached.

Deleted: annuitant's

Deleted: (the 85th birthday of the youngest annuitant, if joint annuitants)

You may not re-elect the step-up option once it has been terminated. Step-ups will only be allowed if we are issuing new Guaranteed Lifetime Withdrawal Benefit Riders on the step-up date. Your annual report will indicate if the step-up option is in effect during the report period.

If you did not elect the automatic step-up option at the time of application, you may do so at a later date by written request. Step-ups will then begin automatically on the rider anniversary following receipt of your written request and will continue on each rider anniversary that the option is in effect.

7.5 How is the LBB determined when the simple interest option and/or the step-up option are in effect?

On each rider anniversary that the simple interest benefit and/or the step-up option are in effect, the LBB will be determined as follows:

Deleted: 6

a.) If both the simple interest benefit and the step-up option are in effect, the LBB for that rider anniversary will be compared to the following amounts:

- 1.) the SIBB as of that rider anniversary; and
- 2.) the current contract value as of that rider anniversary.

If 1.) and/or 2.) is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the greatest amount.

If both 1.) and 2.) are lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

b.) If the step-up option is in effect, but the simple interest benefit is not in effect, the LBB for that rider anniversary will be compared to the current contract value as of that rider anniversary.

If the contract value is greater than the LBB for that rider anniversary, the LBB will be increased (stepped-up) to be equal to the contract value.

If the contract value is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

c.) If the simple interest benefit is in effect, but the step-up option is not in effect, the LBB for that rider anniversary will be compared to the SIBB as of that rider anniversary.

If the SIBB is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the SIBB.

If the SIBB is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

If the LBB is stepped-up and the foundation account is required as part of the benefit allocation plan then in effect, we require allocation of a specific dollar amount to the foundation account at that time. The dollar amount that must be allocated to the foundation account is equal to the LBB (as of the step-up date) multiplied by the foundation account allocation percentage for the benefit allocation plan then in effect. Any required increase to the value in the foundation account will be transferred first from the other subaccount values on a pro-rata basis, then from any DCA fixed periods, if applicable, from oldest to newest. We reserve the right to waive this requirement. Waiver of this requirement will be administered on a non-discriminatory basis.

7.6 Will the simple interest benefit and/or the step-up option affect the annual charge for this rider?

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any increase to your LBB as a result of the simple interest benefit or step-up option will also increase the annual charge for this rider.

Deleted: 6

If the step-up option is in effect and a step-up occurs, the rider charge rate may differ from the initial rider charge rate, but will not exceed the maximum rider charge rate shown on the Rider Data Page. Any change in the rider charge rate will affect the annual charge for this rider. See Rider Section 4.1.

Deleted: you elect to

Deleted: your LBB

Deleted: 3

RIDER SECTION 8.

EXCESS WITHDRAWALS

Deleted: 7

8.1 When does an excess withdrawal occur?

An excess withdrawal occurs if:

Deleted: 7

- a.) the amount withdrawn during a rider year exceeds the GALWA; or
- b.) the amount withdrawn, when added to prior withdrawals during a rider year, exceeds the GALWA.

The amount withdrawn during a rider year that is in excess of the GALWA is referred to as the "excess withdrawal amount".

8.2 What happens if an excess withdrawal occurs?

If an excess withdrawal occurs, the LBB will be reset to equal the previous LBB reduced by the greater of:

Deleted: 7

- a.) the excess withdrawal amount; or
- b.) a proportional adjustment amount that is equal to (A) divided by (B), with the result multiplied by (C), where:

Deleted: 1

Deleted: 2

Deleted: 3

Formatted: Bullets and Numbering

(A) = the excess withdrawal amount.
(B) = the contract value prior to the withdrawal minus the remaining GALWA, if any, at the time of withdrawal. The remaining GALWA is the amount available for withdrawal without exceeding the GALWA.
(C) = the LBB prior to the withdrawal.

The GALWA will then be recalculated and reduced, based on the newly reset LBB.

We reserve the right to waive the excess withdrawal treatment described above if the withdrawals are scheduled withdrawals intended to meet IRS required minimum distribution rules. The current prospectus will disclose if such waiver is in effect and any detailed requirements for such waiver.

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any decrease to your LBB will also decrease the annual charge for this rider.

RIDER SECTION 9.

CONTINUATION BENEFIT

9.1 What is the continuation benefit?

The continuation benefit allows an eligible joint covered person (who is not a co-annuitant) to elect to continue the contract in lieu of receiving the death benefit proceeds. Such continuation is subject to the limitations and requirements of Internal Revenue Code §72(s).

A joint covered person is eligible for this benefit only if he or she was the deceased covered person's spouse and sole primary beneficiary of the contract as of the date of death.

A joint covered person who is eligible for the continuation benefit must elect the benefit within sixty (60) days of our receipt of due proof of the covered person's death. Upon election of this benefit, the joint covered person will continue to receive the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met. The Spouse Beneficiary Death Benefit Rider (Spouse/Partner Death Benefit Rider in some states), if any, will terminate upon election of this benefit due to the death of the primary covered person.

Formatted: Not Highlight

This benefit may be exercised only one time.

9.2 What happens if the joint covered person is not eligible for the benefit or the benefit is not elected?

If the joint covered person is not eligible for the continuation benefit or the benefit is not elected by an eligible joint covered person:

- a.) the death benefit proceeds will be paid in accordance with the terms of the contract; and
- b.) the contract, including this rider, will terminate.

Formatted: Bullets and Numbering

CUNA Mutual Insurance Society



President

GUARANTEED LIFETIME WITHDRAWAL BENEFIT

PRIMARY COVERED PERSON

[John Doe]

ISSUE AGE

[35]

Deleted: ANNUITANT

Deleted: ANNUITANT(S)

JOINT COVERED PERSON

[Jane Doe]

ISSUE AGE

[35]

Deleted: (S)

Deleted: CO-ANNUITANT

OWNER(S)

[John Doe]

RIDER ISSUE DATE

[May 31, 2010]

Deleted: CO-ANNUITANT'S

Lifetime Benefit Basis (LBB): [\$100,000]

Simple Interest Benefit Basis Rate (SIBB Rate): [8.0%]

Initial Rider Charge Rate: [0.85%]

Minimum Charge Period: [May 31, 2010 – May 31, 2017]

Maximum Rider Charge Rate: 1.75%

Annual Withdrawal Benefit Percentage:

Single Covered Person
Age at First Lifetime Withdrawal

Current Age	Percentage
50-54	3.00%
55-60	3.75%
61-64	4.25%
65-69	4.50%
70-74	5.00%
75-79	5.25%
80+	5.50%

Joint Covered Persons
Age of Youngest Covered Person at First Lifetime Withdrawal

Current Age	Percentage
50-54	2.50%
55-60	3.25%
61-64	3.75%
65-69	4.00%
70-74	4.50%
75-79	4.75%
80+	5.00%

Formatted Table

Deleted: Annuitant

Deleted: Annuitants

Deleted: Annuitant

If only one covered person is living at the time of your first withdrawal, the percentages shown above will be increased by [0.50%]; and the percentage used will be based on the surviving covered person's current age at the time of the first lifetime withdrawal.

Formatted: Indent: Left: 0"

Deleted: annuitant

Benefit Allocation Plan: The required allocation % to the foundation account, if any, is shown in the Allocation % - Foundation Account column. The Allocation % - Excluding the Foundation Account column below totals to 100% for purposes of rebalancing, as described in Rider Section 2.3.

Formatted: Left

Deleted:

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
100% Diversified Income
OR
100% Conservative Allocation

Allocation % - Foundation Account
10% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
100% Moderate Allocation
OR
100% BlackRock Global Allocation

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Risk-Managed Funds Model:
20% Conservative Allocation
45% Moderate Allocation
15% Equity Income
10% Bond
10% Diversified Income

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Conservative Growth Model:
14% Large Cap Growth
12% Van Kampen LIT Growth & Income II
5% International Stock
4% Oppenheimer International Growth
2% AIM V.I. Global Real Estate
3% PIMCO VIT CommodityRealReturn Strategy
15% PIMCO VIT Total Return
35% AIM V.I. Government Securities
10% PIMCO VIT Global Bond (Unhedged)

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Balanced Model:
16% Large Cap Growth
13% Van Kampen LIT Growth & Income II
4% Mid Cap
7% International Stock
5% Oppenheimer International Growth
2% AIM V.I. Global Real Estate
3% PIMCO VIT CommodityRealReturn Strategy
3% Franklin High Income Securities
3% High Income
12% PIMCO VIT Total Return
24% AIM V.I. Government Securities
8% PIMCO VIT Global Bond

Allocation % - Foundation Account
10% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Moderate Growth Model:
18% Large Cap Growth
14% Van Kampen LIT Growth & Income II
5% Mid Cap
2% Oppenheimer Main Street Small Cap
9% International Stock
6% Oppenheimer International Growth
3% AIM V.I. Global Real Estate
3% PIMCO VIT CommodityRealReturnStrategy
3% Franklin High Income Securities
6% High Income
9% PIMCO VIT Total Return
16% AIM V.I. Government Securities
6% PIMCO VIT Global Bond

Allocation % - Foundation Account
20% Foundation Account - Bond

Allocation % - Excluding the Foundation Account

Growth Model:
20% Large Cap Growth
15% Van Kampen LIT Growth & Income II
6% Mid Cap
3% Oppenheimer Main Street Small Cap
11% International Stock
6% Oppenheimer International Growth
4% AIM V.I. Global Real Estate
5% PIMCO VIT CommodityRealReturn Strategy
3% Franklin High Income Securities
6% High Income
6% PIMCO VIT Total Return
9% AIM V.I. Government Securities
6% PIMCO VIT Global Bond

Allocation % - Foundation Account
30% Foundation Account - Bond

Allocation % - Excluding the Foundation Account

Aggressive Growth Model:
22% Large Cap Growth
16% Van Kampen LIT Growth & Income II
7% Mid Cap
6% Oppenheimer Main Street Small Cap
12% International Stock
7% Oppenheimer International Growth
5% AIM V.I. Global Real Estate
5% PIMCO VIT CommodityRealReturn Strategy
2% Franklin High Income Securities
5% High Income
4% PIMCO VIT Total Return
5% AIM V.I. Government Securities
4% PIMCO VIT Global Bond

Allocation % - Foundation Account
40% Foundation Account - Bond

Allocation % - Excluding the Foundation Account

Custom Portfolio:
Conservative Allocation
Moderate Allocation
Aggressive Allocation
Money Market
Diversified Income
Bond Fund
High Income
Large Cap Value
20% Large Cap Growth
Mid Cap
Small Cap
20% Equity Income
International Stock
PIMCO VIT Total Return
PIMCO VIT Global Bond (Unhedged)
20% Franklin High Income Securities
Franklin Income Securities
Mutual Global Discovery Securities
Oppenheimer Main Street
Oppenheimer Main Street Small Cap
Oppenheimer International Growth
Van Kampen LIT Growth and Income II
20% Van Kampen LIT Mid Cap Growth II
AIM V.I. Government Securities
20% BlackRock Global Allocation

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER WITH MINIMUM GUARANTEE DEATH BENEFIT

RIDER SECTION 1.

DEFINITIONS

1.1 What are the most commonly used terms and what do they mean?

benefit allocation plan – one or more specific subaccounts of the variable account, a fixed account or a model allocation of subaccounts of the variable account to which contract value must be allocated while this rider is in effect. The benefit allocation plan you selected is shown on the Rider Data Page.

Deleted: model

Formatted: Not Highlight

covered person(s) – the person(s) whose life/lives determine(s) the benefits described in this Rider. The primary covered person and joint covered person, if any, are shown on the Rider Data Page.

Deleted: investment options or purchase payment allocation models that we will use to provide the guarantee described by

Deleted: model

current age – the covered person's age as of his or her last birthday.

Deleted: annuitant's

Deleted: (youngest annuitant if joint annuitants)

excess withdrawal – a withdrawal that either by itself or when added to all other withdrawals during a rider year, exceeds the GALWA. The amount that is in excess of the GALWA is considered the excess withdrawal amount. See Rider Section 8.1.

Deleted: ,

Deleted: 7

foundation account – a subaccount of the variable account that is part of certain benefit allocation plans. The benefit allocation plan you select will determine the required allocation percentage, if any, to the foundation account.

Deleted: a separate investment option under the contract that is available with this rider.

Deleted: model

guaranteed annual lifetime withdrawal amount (GALWA) – the maximum amount you may withdraw each rider year while a covered person is alive regardless of your contract value.

Deleted: n

Deleted: annuitant

lifetime benefit basis (LBB) – the value used to determine the GALWA. It may increase annually while the simple interest benefit and/or step-up options are in effect as described in Rider Section 7.5. It will be reduced if an excess withdrawal occurs as described in Rider Section 8.2.

Deleted: 6

Deleted: 7

lifetime withdrawal(s) – any withdrawal(s) taken under the terms of this rider that is/are not a non-lifetime withdrawal.

non-lifetime withdrawal – a withdrawal is a non-lifetime withdrawal only if it is the first withdrawal under this rider, there are no additional withdrawals in the same rider year, and there are no withdrawals in the rider year immediately following the first withdrawal.

rider anniversary – the same day and month as the rider issue date for each year this rider remains in force.

rider issue date – the date shown on the Rider Data Page that is used to determine rider years and rider anniversaries.

rider year – any twelve-month period beginning on a rider issue date or a rider anniversary and ending one day before the next rider anniversary.

simple interest benefit basis (SIBB) – a value calculated solely for purposes of this rider to determine your LBB on each rider anniversary that the simple interest benefit is in effect. See Rider Section 7.3 for a description of how the SIBB is determined.

Deleted: 6

Deleted: 09

spouse – a spouse as defined under the federal Defense of Marriage Act (“DOMA”), 28 U.S.C. §1738C, enacted in 1996. DOMA defines “marriage” as “a legal union between one man and one woman as husband and wife”, and “spouse” as “a person of the opposite sex who is a husband or a wife.”

step-up anniversary – the same day and month as the step-up date, for each year following a step-up in the LBB.

step-up date – the date that a step-up in the LBB occurs, as described in Rider Section 7.4.

Deleted: 6

window period – the period of time that additional purchase payment(s) made may be included in the LBB. The window period, if any, is shown on the Rider Data Page.

RIDER SECTION 2.

GENERAL INFORMATION

2.1 What is our agreement with you?

Our agreement with you includes this rider as a part of the contract to which it is attached. The provisions of the contract apply to this rider unless they conflict with the rider. If there is a conflict, the rider provision will apply. Nothing in this rider is intended to override the “Death of Annuitant” and/or “Owner” provisions of the contract to which this rider is attached; and in all events this rider will be interpreted in a manner consistent with Section 72(s) of the Internal Revenue Code. The issue date for this rider is shown on the Rider Data Page.

Deleted:

We promise to provide the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met.

2.2 What are the eligibility requirements and the benefit provided by this rider?

To be eligible for this rider:

- a.) the covered person(s) must be no younger than 50 and no older than age 85 on the rider issue date;
- b.) the primary covered person:
 - 1.) must be designated as the owner and annuitant; or
 - 2.) must be designated as the annuitant if the owner is not a natural person;
- c.) a joint covered person may be designated only if the primary covered person is the owner and annuitant;
- d.) the joint covered person, if any:
 - 1.) must be designated at the time of application;
 - 2.) must be the primary covered person’s spouse at the time of application; and
 - 3.) must be designated as the sole primary beneficiary on the application.

Deleted: annuitant (both annuitants if joint annuitants) annuitant

Deleted: (both annuitants if joint annuitants)

Deleted: 5

Deleted: .

This rider is not available if the plan type for the contract to which this rider is attached is classified as a Beneficiary IRA or Non-qualified Beneficiary contract. The terms “Beneficiary IRA” or “Non-qualified Beneficiary” contract refer to a contract that has been inherited by a beneficiary upon the death of the contract holder.

Deleted: policy

Once issued, this rider provides for a guaranteed lifetime withdrawal benefit and enhanced death benefit as described in this rider.

2.3. What is the Automatic Personal Portfolio Rebalance Service and is it required?

The Automatic Personal Portfolio Rebalancing Service ("rebalancing") automatically transfers contract value between subaccounts (other than the foundation account) in order to achieve a particular percentage allocation of contract value among such subaccounts. Rebalancing is required as a condition of this rider. Rebalancing will occur automatically on an annual basis, on each contract anniversary, unless you elect a more frequent mode. The foundation account will not be rebalanced.

Deleted: 6

Deleted: foundation account

Formatted: Font: Arial

2.4. What happens if you change ownership of your contract?

If the owner is a natural person, then he or she must also be designated as the annuitant and the primary covered person, as described in Rider Section 2.2. We will not allow a primary covered person to be changed after the rider issue date for any reason, as described in Rider Section 2.6. Therefore, we will not allow an owner who is a natural person to be changed after the rider issue date for any reason.

Deleted: 7

If the owner is not a natural person and ownership of the contract to which this rider is attached is changed:

Deleted: you change

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the LBB will be the LBB as of the valuation day immediately preceding the ownership change effective date, for the sole purpose of calculating the rider charge from the date ownership was changed to the date of termination; and
- c.) as of the ownership change effective date:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 6 will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a non-lifetime withdrawal or lifetime withdrawal under this rider;
 - 2.) the step-up option described in Rider Section 7.4 will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 7.2 will no longer be in effect.

Deleted: 5

Deleted: 6

Deleted: 6

If the ownership change effective date occurs on any date following completion of the minimum charge period, this rider will automatically terminate as of that date.

2.5. Can you change your beneficiary?

You can change your beneficiary as described in the contract to which this rider is attached. However, changing your beneficiary may negatively impact the benefit provided by this rider. For example, if there is a joint covered person, the joint covered person must be your spouse and we require that he or she be designated as the sole primary beneficiary at the time of application. If you later change your beneficiary to someone other than your spouse, then he or she will not be eligible for the continuation benefit described in Rider Section 10. Careful consideration should be given before changing your beneficiary.

2.6. Can a covered person be changed?

The primary covered person can not be changed after the rider issue date for any reason.

Deleted: 8

A joint covered person can not be changed or added after the rider issue date for any reason. A joint covered person can be removed only if:

- a.) no lifetime withdrawals have occurred since the rider issue date; and
- b.) we are provided proof of death, divorce, annulment or dissolution of the marriage between the primary covered person and joint covered person.

Formatted: Bullets and Numbering

Once a joint covered person has been removed, a subsequent spouse can not be added as a new joint covered person.

In the event of a divorce, the benefit provided by this rider can not be divided as part of the divorce settlement or judgment.

2.7. When will this rider terminate?

Elective termination of this rider prior to the end of the minimum charge period is not allowed. The minimum charge period is shown on the Rider Data Page.

Deleted: 9

This rider will automatically terminate on the earliest of:

- a.) the payout date;
- b.) the date you surrender your contract;
- c.) the date due proof of death of the last surviving covered person is received; or
- d.) the date due proof of death of the primary covered person is received if:
 - 1.) there is a surviving joint covered person (who is not also a co-annuitant); and
 - 2.) he or she is not eligible to continue the contract under the continuation benefit, as described in Rider Section 10; or
 - 3.) he or she does not elect to continue the contract under the continuation benefit, as described in Rider Section 10.

Formatted: Bullets and Numbering

Deleted: annuitant

Deleted: (last remaining annuitant, if joint annuitants)

This rider will also terminate if the investment restrictions are violated, as described in Rider Section 3.1, or if ownership of the contract to which this rider is attached is changed, as described in Rider Section 2.4.

Deleted: the date there is a change of annuitant for any reason; or the date you surrender your cont

Deleted: 2.4

Deleted: you change

Deleted: 75

2.8 Is notification of a covered person's death required?

It is important that we are notified of the death of a covered person. The benefit provided by this rider (the GALWA) is determined by multiplying the LBB by an annual withdrawal benefit percentage. The annual withdrawal percentage is based on the age of the youngest covered person and the number of covered persons (1 or 2) living on the date that the first lifetime withdrawal occurs.

We are not responsible for any misdirected payments that result from failure to promptly notify us of any such death.

RIDER SECTION 3.

INVESTMENT RESTRICTIONS

3.1 Are there any investment restrictions?

In order to provide the guarantee described by this rider, we require use of an available benefit allocation plan for your contract value and for allocation of your net purchase payments. The benefit allocation plan you select may include the foundation account. There are certain additional requirements applicable to

Comment [CMG1]: Moved from Section 2.

Deleted: model

the foundation account. See Rider Section 3.3.

A violation of the investment restrictions occurs if:

- a.) your contract value is transferred to an investment option other than an available benefit allocation plan; or
- b.) there is a change in allocation to an investment option other than an available benefit allocation plan; or
- c.) you request a partial withdrawal from the foundation account before the value in all other investment options is exhausted.

Deleted: A transfer of
Formatted: Bullets and Numbering

Deleted: model

Deleted: is a violation of the investment restrictions.

Subject to any notice, approval or consent required by applicable law, we reserve the right to:

- a.) add benefit allocation plans without prior notice;
- b.) remove or substitute benefit allocation plans; and
- c.) substitute investment options within an available benefit allocation plan.

Deleted: model

Deleted: model

Deleted: model

You will be notified in advance of any substitution, removal or other change to your ability to use a benefit allocation plan that you selected.

Deleted: model

3.2 What happens if the investment restrictions are violated?

If the investment restrictions are violated during the minimum charge period:

Comment [CMG2]: Moved from Section 2.

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the LBB will be the LBB as of the valuation day immediately preceding the violation for the sole purpose of calculating the rider charge from the date of the violation to the date of termination; and
- c.) as of the date of the violation:
 - 1.) the guaranteed lifetime withdrawal benefit described in Rider Section 6 will be revoked, which means that any withdrawal thereafter is a partial withdrawal under the contract only, and not a non-lifetime withdrawal or lifetime withdrawal under this rider;
 - 2.) the step-up option described in Rider Section 7.4 will no longer be in effect nor can you elect the step-up option if not previously in effect; and
 - 3.) the simple interest benefit described in Rider Section 7.2 will no longer be in effect.

Deleted: 5

Deleted: 6

Deleted: 6

If the investment restrictions are violated on any date following completion of the minimum charge period, this rider will automatically terminate as of the date the violation occurred.

3.3 What additional requirements apply to the foundation account?

If you request a transfer and the foundation account is required as part of the benefit allocation plan into which you elect to transfer, we require allocation of a specific dollar amount to the foundation account at that time. See Rider Section 5.3.

If the LBB is stepped-up and the foundation account is part of the benefit allocation plan then in effect, we require allocation of a specific dollar amount to the foundation account at that time. See Rider Section 7.5.

RIDER SECTION 4.

RIDER CHARGES

Deleted: 3

4.1 Is there a charge for this rider?

There is an annual charge for this rider. The annual charge is determined by multiplying the rider charge rate by the average daily LBB for the prior contract year. The LBB as of each calendar day will be used to calculate the average daily LBB for the prior contract year.

The initial rider charge rate is shown on the Rider Data Page. We reserve the right to change the rider charge rate if the step-up option is in effect and a step-up occurs. The rider charge rate will not exceed the maximum rider charge rate shown on the Rider Data Page.

Deleted: you elect to

Deleted: your LBB

During the accumulation period, this charge will be deducted pro-rata from your contract value in all investment options except the foundation account. If there is insufficient value in such investment options, the charge will be deducted from the contract value in all investment options including the foundation account.

The rider charge will be deducted on each contract anniversary.

The rider charge will also be deducted upon:

- a.) full surrender of the contract;
- b.) termination of the rider after expiration of the minimum charge period;
- c.) payment of death proceeds; or
- d.) the start of payments under an income payout option, if not on a contract anniversary.

Any charge for a partial year will be in proportion to the number of days since the prior contract anniversary.

RIDER SECTION 5.

PURCHASE PAYMENTS AND TRANSFERS

Deleted: 4

5.1 Can you change the allocation of net purchase payments?

You may change the allocation of subsequent net purchase payments to one of the other available benefit allocation plans at any time, without charge by written request. Any change will be effective at the time we receive your written request. However, your contract value at the time of such request must also be transferred to the benefit allocation plan selected, as described in Rider Section 5.3.

Deleted: model

Deleted: model

Changing allocation to an investment option other than an available benefit allocation plan during a benefit period is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

Deleted: model

Deleted: 2.4

5.2 How will additional purchase payments made to your contract affect the LBB?

Additional purchase payments will increase your LBB, subject to the following requirements:

- a.) we must receive any additional purchase payments during the window period shown on the Rider Data Page; and
- b.) the increase in your LBB is limited to the maximum window purchase payment amount shown on the Rider Data Page.

Any additional purchase payments that are made after the window period will increase your contract value, but will not increase your

LBB. Any additional purchase payments or portion of an additional purchase payment that exceeds the maximum window purchase payment amount will increase your contract value, but will not increase your LBB. ▾

Deleted: Careful consideration should be given before making additional purchase payments that do not increase your LBB as well as your contract value. Such payments may negatively impact the benefit provided by this rider.

The annual charge for this rider is determined by multiplying the current annual rider charge rate by the average daily LBB; therefore additional purchase payments that increase your LBB will also increase the annual charge for this rider.

5.3 Can contract value be transferred?

You may transfer your contract value to any benefit allocation plan that we make available. If a transfer is requested and the foundation account is required as part of the benefit allocation plan into which you elect to transfer, we require allocation of a specific dollar amount to the foundation account at that time. The dollar amount that must be allocated to the foundation account is equal to the LBB (as of the transfer date) multiplied by the foundation account allocation percentage required for the benefit allocation plan selected. The required dollar amount will be transferred to the foundation account from the other subaccount values first (on a pro-rata basis) then from any DCA fixed periods, if applicable, from oldest to newest. The remaining contract value (after deducting the required dollar amount) will be transferred to all other subaccounts included in the benefit allocation plan selected in proportion to the allocation percentage required for each subaccount.

Deleted: model

Formatted: Indent: Left: -0.25", Hanging: 0.31", Tabs: 0.06", Left

Formatted: Bullets and Numbering

Deleted: model

Deleted: select

Deleted: include the foundation account

Deleted: will

Deleted: foundation account

Transferring your contract value to an investment option other than an available benefit allocation plan is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

Deleted: model

Deleted: 2.4

RIDER SECTION 6,

GUARANTEED LIFETIME WITHDRAWAL BENEFIT

Deleted: 5

6.1 What is the guaranteed lifetime withdrawal benefit?

The guaranteed lifetime withdrawal benefit guarantees that you may take lifetime withdrawals under this rider regardless of your contract value. You may take one non-lifetime withdrawal prior to taking your first lifetime withdrawal.

All withdrawals under this rider are also partial withdrawals under the contract to which this rider is attached. Partial withdrawals will occur on a pro-rata basis (unless you designate otherwise) from all investment options other than the foundation account until the value in such investment options is exhausted. A partial withdrawal from the foundation account before the value in all other investment options is exhausted is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

Deleted: W

6.2 When can a non-lifetime withdrawal be made?

You may take one non-lifetime withdrawal at any time on or after the rider issue date and prior to making a lifetime withdrawal. ▾

Formatted: Indent: Left: -0.25", Hanging: 0.31", Tabs: 0.06", Left

Formatted: Bullets and Numbering

6.3 What amount can be withdrawn as a non-lifetime withdrawal and what is the effect of the withdrawal?

You may withdraw any amount as a non-lifetime withdrawal. The effect of a non-lifetime withdrawal, regardless of the amount of the withdrawal, is that there will be no annual credit to the SIBB on the rider anniversary following the withdrawal. See Rider Section 7.3.

Deleted: At least one annuitant must be living at the time of the withdrawal.

Formatted: Body Text Indent, Indent: Left: -0.25", Hanging: 0.31"

Formatted: Bullets and Numbering

Deleted: 6

In addition, if you withdraw more than the GALWA (an excess withdrawal) the following will occur:

- a.) the annual credit to the SIBB, when it resumes, will be reduced, as described in Rider Section 7.3;
- b.) the LBB will be adjusted and the GALWA will be reduced as described in Rider Section 8.2; and
- c.) if the withdrawal would cause the contract's surrender value to be less than \$2,000, we will treat your withdrawal request as a full surrender, and this rider will terminate.

Deleted: ,
Deleted: 6.
Deleted: 7

The GALWA at the time of withdrawal is determined by multiplying the LBB at the time the non-lifetime withdrawal occurs by the annual withdrawal benefit percentage shown on the Rider Data Page. The percentage will be based on the youngest covered person's current age at the time the non-lifetime withdrawal occurs.

Deleted: annuitant
Deleted:

6.4 When can lifetime withdrawals be made?

You may begin making lifetime withdrawals under this rider at any time on or after the rider issue date.

Formatted: Bullets and Numbering

Deleted: At least one annuitant must be living at the time of the withdrawal.

6.5 What amount can be withdrawn under this rider as a lifetime withdrawal?

You can withdraw up to the GALWA each rider year on or after the rider issue date.

The GALWA is determined by multiplying the LBB at the time the lifetime withdrawal occurs by the annual withdrawal benefit percentage shown on the Rider Data Page. The percentage is based on the youngest covered person's current age at the time the first lifetime withdrawal occurs. The annual withdrawal benefit percentage will not change after your first lifetime withdrawal.

Deleted: annuitant
Deleted: following the rider issue date

If you withdraw more than the GALWA (an excess withdrawal), the LBB will be adjusted and the GALWA will be reduced. See Rider Section 8.2.

Deleted: 7

6.6 What happens if a lifetime withdrawal causes your contract value to be equal to or less than zero?

If a lifetime withdrawal under the terms of this rider causes your contract value to be equal to or less than zero:

- a.) the accumulation period under your contract will end and the payout period will automatically begin;
- b.) the remaining guaranteed withdrawals under this rider will occur under an income payout option that we make available for that purpose; and
- c.) all other riders attached to your contract, if any, will terminate.

6.7 What happens on the anticipated payout date?

If lifetime withdrawals have begun and will continue past the anticipated payout date:

- a.) we may not accept any additional purchase payments;
- b.) we will extend your payout date in order to continue providing lifetime withdrawals under the terms of this rider; and
- c.) all other riders attached to your contract, if any, will terminate.

Formatted: Bullets and Numbering

Deleted: if lifetime withdrawals continue past

Deleted: under the terms of this rider

Deleted: income

Deleted: will be extended

If lifetime withdrawals have not begun as of the anticipated payout date, you may change the payout date by written request, as described in the contract to which this rider is attached. If the payout date is extended, we may not accept additional purchase payments, and all other riders attached to your contract, if any, will terminate. If the payout date is not changed, we will use the

anticipated payout date as your payout date and this rider will terminate, as described in Rider Section 2.7.

The anticipated payout date is shown on the data page for the contract to which this rider is attached.

RIDER SECTION 7

LIFETIME BENEFIT BASIS

7.1 How is the LBB determined?

The LBB as of the rider issue date is shown on the Rider Data Page.

The LBB will be increased by any purchase payment(s) received during the window period (up to the maximum window purchase payment allowed as shown on the Rider Data Page); and it may increase on each rider anniversary that the simple interest benefit and/or the step-up option are in effect as described in Rider Section 7.5.

If an excess withdrawal occurs, your LBB will be adjusted and the GALWA will be reduced. See Rider Section 8.2.

7.2 What is the simple interest benefit and when is it in effect?

The simple interest benefit is a benefit that may increase the LBB on each rider anniversary that it is in effect, as described in Rider Section 7.5. For purposes of determining your LBB while the simple interest benefit is in effect, a value, referred to as the SIBB, is calculated on each rider anniversary, as described in Rider Section 7.3.

The simple interest benefit is in effect on each of the first ten (10) rider anniversaries, provided no investment violations and no lifetime withdrawals have occurred since the rider issue date.

If a step-up occurs while the benefit is in effect, the benefit will remain in effect for each of the ten (10) rider anniversaries following the step-up, provided no investment violations and no lifetime withdrawals have occurred since the rider issue date. However, in no event will this benefit remain in effect after the 20th rider anniversary.

For example, if a **step-up** occurs on your 5th, 8th and 14th rider anniversaries, this benefit will remain in effect until your 20th rider anniversary. If a step-up occurs on your 5th and 8th rider anniversaries, and there is no step-up on rider anniversaries 9 through 18, the benefit will remain in effect until your 18th rider anniversary. These examples assume that no investment violations and no lifetime withdrawals have occurred since the rider issue date.

This benefit will remain in effect until the earliest of:

- a.) your first lifetime withdrawal following the rider issue date; or
- b.) your 10th rider anniversary, if no step-ups have occurred as of that date; or
- c.) the 10th step-up anniversary of the last step-up that occurs while this benefit is in effect; or
- d.) the 20th rider anniversary; or
- e.) the date you violate the investment restrictions, as described in Rider Section 3.1; or
- f.) the date you change ownership of the contract to which this rider is attached.

While the simple interest benefit is in effect, it may increase your

Deleted: the contract anniversary following the annuitant's (primary annuitant if joint annuitants) 85th birthday or 10 years from the contract issue date, if later

Deleted: 6

Deleted: 6

Deleted: and is equal to: ¶
¶
<#>your initial purchase payment if this rider is issued at the same time your contract is issued; or¶
<#>your contract value as of the rider issue date if this rider is issued after your contract is issued; or¶
the continuation amount if this rider is issued as a result of spousal continuation.

Deleted: 6

Deleted: 7

Deleted: 6

Deleted: 6

Deleted: 6

Deleted: are

Deleted: 's

Formatted: Bullets and Numbering

LBB (and therefore your lifetime withdrawals under this rider); however, it will not increase your contract value.

7.3 How is the SIBB determined?

The SIBB on your rider issue date is equal to the LBB as of that date. The SIBB will be increased by any window purchase payment(s). The term "window purchase payment(s)" means purchase payment(s) received during the window period (up to the maximum window purchase payment allowed as shown on the Rider Data Page). On each rider anniversary that the simple interest benefit is in effect an annual credit may also be applied to increase the SIBB.

Deleted: 6
Deleted: R
Deleted: I
Deleted: D

If an excess withdrawal occurs, the SIBB will be reset (decreased) by the greater of:

Deleted: ¶
<#>the reset LBB, as described in Rider Section 7.2.¶

Formatted Table

Deleted: to equal to the lesser

Formatted: Bullets and Numbering

- a.) the excess withdrawal amount; or
- b.) a proportional adjustment amount that is equal to (A) divided by (B), with the result multiplied by (C), where:

Deleted: the SIBB as of the date of withdrawal, minus the excess withdrawal amount; or

- (A) = the excess withdrawal amount.
- (B) = the contract value prior to the withdrawal minus the remaining GALWA, if any, at the time of withdrawal. The remaining GALWA is the amount available for withdrawal without exceeding the GALWA.
- (C) = the SIBB prior to the withdrawal.

Formatted: Indent: Left: 0.75", Hanging: 0.38", Numbered + Level: 1 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 0.88" + Tab after: 1.13" + Indent at: 1.13", Tabs: Not at 1.13"

The annual credit, if any, for each rider anniversary that the simple interest benefit is in effect will be determined as follows:

- a.) if no withdrawals have occurred since the rider issue date, the annual credit for that rider anniversary will be equal to the LBB at the end of the first rider year multiplied by the SIBB Rate;
- b.) if a non-lifetime withdrawal occurred during a rider year:
 - 1.) there will be no annual credit for the rider anniversary immediately following the non-lifetime withdrawal;
 - 2.) the annual credit will resume on the next rider anniversary; and
 - 3.) the amount of the annual credit, when it resumes, will not change unless the withdrawal was an excess withdrawal. If the withdrawal was an excess withdrawal, the amount of the annual credit, when it resumes will be equal to the the SIBB Rate multiplied by an adjusted LBB. The adjusted LBB is used solely for the purpose of this calculation and is equal to the LBB at the end of the first rider year, reduced by the greater of:

Deleted: reset SIBB (determined as a result of the excess withdrawal as described above) plus any window purchase payment(s) received following the excess withdrawal, with the resulting amount multiplied by

- i.) The excess withdrawal amount; or
- ii.) A proportional adjustment that is equal to (A) divided by (B), with the result multiplied by (C), where:

Deleted: .

Formatted: Bullets and Numbering

- (A) = the excess withdrawal amount.
- (B) = the contract value prior to the withdrawal minus the remaining GALWA, if any, at the time of the withdrawal. The remaining GALWA is the amount available for withdrawal without exceeding the GALWA.
- (C) = the LBB at the end of the first rider year.

Deleted:

The SIBB Rate is shown on the Rider Data Page. See Rider Section 7.2 for a description of when the simple interest benefit is

Deleted: 6

in effect.

7.4 What is the step-up option?

The step-up option, if elected, is a benefit that may increase the LBB on each rider anniversary that it is in effect as described in Rider Section 7.5.

Deleted: 6

Deleted: 6

Once elected, the step-up option will remain in effect until the earliest of the following:

- a.) the rider anniversary on or following the youngest covered person's 85th birthday;
- b.) the date you terminate the option by written request;
- c.) the date you violate the investment restrictions, as described in Rider Section 3.1; or
- d.) the date you change ownership of the contract to which this rider is attached.

Deleted: annuitant's

Formatted

Deleted: (the 85th birthday of the youngest annuitant, if joint annuitants)

Deleted: by electing to transfer your contract value or change your allocation to an investment option other than an available benefit allocation model

You may not re-elect the step-up option once it has been terminated. Step-ups will only be allowed if we are issuing new Guaranteed Lifetime Withdrawal Benefit Riders on the step-up date. Your annual report will indicate if the step-up option is in effect during the report period.

If you did not elect the automatic step-up option at the time of application, you may do so at a later date by written request. Step-ups will then begin automatically on the rider anniversary following receipt of your written request and will continue on each rider anniversary that the option is in effect.

7.5 How is the LBB determined when the simple interest option and/or the step-up option are in effect?

On each rider anniversary that the simple interest benefit and/or the step-up option are in effect, the LBB will be determined as follows:

Deleted: 6

- a.) If both the simple interest benefit and the step-up option are in effect, the LBB for that rider anniversary will be compared to the following amounts:
 - 1.) the SIBB as of that rider anniversary; and
 - 2.) the current contract value as of that rider anniversary.

If 1.) and/or 2.) is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the greatest amount.

If both 1.) and 2.) are lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

- b.) If the step-up option is in effect, but the simple interest benefit is not in effect, the LBB for that rider anniversary will be compared to the current contract value as of that rider anniversary.

If the contract value is greater than the LBB for that rider anniversary, the LBB will be increased (stepped-up) to be equal to the contract value.

If the contract value is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

c.) **If the simple interest benefit is in effect, but the step-up option is not in effect**, the LBB for that rider anniversary will be compared to the SIBB as of that rider anniversary.

If the SIBB is greater than the LBB for that rider anniversary, the LBB will be increased to be equal to the SIBB.

If the SIBB is equal to or lower than the LBB for that rider anniversary, there will be no adjustment for that rider year and the LBB will remain unchanged.

If the LBB is stepped-up and the foundation account is required as part of the benefit allocation plan then in effect, we require allocation of a specific dollar to the foundation account at that time. The dollar amount that must be allocated to the foundation account is equal to the LBB (as of the step-up date) multiplied by the foundation account allocation percentage for the benefit allocation plan then in effect. Any required increase to the value in the foundation account will be transferred first from the other subaccount values on a pro-rata basis, then from any DCA fixed periods, if applicable, from oldest to newest. We reserve the right to waive this requirement. Waiver of this requirement will be administered on a non-discriminatory basis.

7.6 Will the simple interest benefit and/or the step-up option affect the annual charge for this rider?

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any increase to your LBB as a result of the simple interest benefit or step-up option will also increase the annual charge for this rider.

Deleted: 6

If the step-up option is in effect and a step-up occurs, the rider charge rate may differ from the initial rider charge rate, but will not exceed the maximum rider charge rate shown on the Rider Data Page. Any change in the rider charge rate will also affect the annual charge for this rider. See Rider Section 4.1.

Deleted: you elect to

Deleted: your LBB

Deleted: 3

RIDER SECTION 8.

EXCESS WITHDRAWALS

Deleted: 7

8.1 When does an excess withdrawal occur?

An excess withdrawal occurs if:

Deleted: 7

- a.) the amount withdrawn during a rider year exceeds the GALWA; or
- b.) the amount withdrawn, when added to prior withdrawals during a rider year, exceeds the GALWA.

The amount withdrawn during a rider year that is in excess of the GALWA is referred to as the "excess withdrawal amount".

8.2 What happens if an excess withdrawal occurs?

If an excess withdrawal occurs, the LBB will be reset to equal the previous LBB reduced by the greater of:

Deleted: 7

- a.) the excess withdrawal amount; or
- b.) a proportional adjustment amount that is equal to (A) divided by (B), with the result multiplied by (C), where:

Deleted: 1

Deleted: 2

Deleted: 3

Deleted: =

Formatted: Bullets and Numbering

Deleted: =

Deleted: =

(A) = the excess withdrawal amount.

(B) = the contract value prior to the withdrawal minus the remaining GALWA, if any, at the time of withdrawal. The remaining GALWA is the amount available for withdrawal without exceeding the GALWA.

(C) = the LBB prior to the withdrawal.

The GALWA will then be recalculated and reduced, based on the newly reset LBB.

We reserve the right to waive the excess withdrawal treatment described above if the withdrawals are scheduled withdrawals intended to meet IRS required minimum distribution rules. The current prospectus will disclose if such waiver is in effect and any detailed requirements for such waiver.

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily LBB; therefore any decrease to your LBB will also decrease the annual charge for this rider.

RIDER SECTION 9.

DEATH BENEFIT PROCEEDS

Deleted: 8

9.1 What amount will be paid as death benefit proceeds during the accumulation period?

The amount that will be paid under this contract as death benefit proceeds is equal to the greater of the following:

Deleted: 8

- a.) the contract value as of the date due proof of death is received reduced by any applicable rider charges (calculated in proportion to the number of days since the prior contract anniversary for a partial year's charge); or
- b.) the sum of your net purchase payments made as of the date due proof of death is received; minus an adjustment for each partial withdrawal made as of the date due proof of death is received. The adjustment for a partial withdrawal is equal to the partial withdrawal amount plus an additional adjustment if an excess withdrawal occurred as described in Rider Section 8.

Deleted: 7

The additional adjustment for an excess withdrawal is equal to: (A) divided by (B); with that result multiplied by (C); and then finally reduced by (A), where:

Deleted: 1

Deleted: 2

Deleted: 3

Deleted: 1

Formatted: Bullets and Numbering

- (A) = the excess withdrawal amount;
- (B) = the contract value immediately prior to the excess withdrawal;
- (C) = the sum of your net purchase payments immediately prior to the date the excess withdrawal occurred, less any adjustments already made for prior withdrawals.

This additional adjustment for an excess withdrawal has the effect of increasing the total adjustment amount when (C) is greater than (B) and reducing the total adjustment amount when (C) is less than (B).

Deleted: 3

Deleted: 2

Deleted: 3

Deleted: 2

The death benefit proceeds described above will be reduced by any applicable premium expense charges not previously deducted.

RIDER SECTION 10.

CONTINUATION BENEFIT

10.1 What is the continuation benefit?

The continuation benefit allows an eligible joint covered person (who is not a co-annuitant) to elect to continue the contract in lieu of receiving the death benefit proceeds. Such continuation is subject to the limitations and requirements of Internal Revenue Code §72(s).

A joint covered person is eligible for this benefit only if he or she was the deceased covered person's spouse and sole primary

beneficiary of the contract as of the date of death.

A joint covered person who is eligible for the continuation benefit must elect the benefit within sixty (60) days of our receipt of due proof of the covered person's death. Upon election of this benefit, the joint covered person will continue to receive the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met. The Spouse Beneficiary Death Benefit Rider (Spouse/Partner Death Benefit Rider in some states), if any, will terminate upon election of this benefit due to the death of the primary covered person.

This benefit may be exercised only one time.

10.2 What happens if the joint covered person is not eligible for the benefit or the benefit is not elected?

If the joint covered person is not eligible for the continuation benefit or the benefit is not elected by an eligible joint covered person:

- a.) the death benefit proceeds will be paid in accordance with the terms of the contract; and
- b.) the contract, including this rider, will terminate.

← - - - Formatted: Bullets and Numbering

CUNA Mutual Insurance Society



President

GUARANTEED LIFETIME WITHDRAWAL BENEFIT WITH MINIMUM GUARANTEE DEATH BENEFIT

PRIMARY COVERED PERSON

[John Doe]

ISSUE AGE

[35]

Deleted: ANNUITANT

JOINT COVERED PERSON

[Jane Doe]

ISSUE AGE

[35]

Deleted: ANNUITANT(S)

Deleted: (S)

Deleted: CO

OWNER(S)

[John Doe]

RIDER ISSUE DATE

[May 31, 2010]

Deleted: -ANNUITANT

Deleted: CO-ANNUITANT'S

Lifetime Benefit Basis (LBB): [\$100,000]

Window Period: [May 31, 20010 – May 31, 20011]

Maximum Window Purchase Payment: [\$200,000]

Simple Interest Benefit Basis Rate (SIBB Rate): [7.5%]

Initial Rider Charge Rate: [0.95%]

Minimum Charge Period: [May 31, 2010 – May 31, 2017]

Maximum Rider Charge Rate: 1.75%

Annual Withdrawal Benefit Percentage:

Single Covered Person Age at First Lifetime Withdrawal

Current Age	Percentage
50-54	3.00%
55-60	3.75%
61-64	4.25%
65-69	4.50%
70-74	5.00%
75-79	5.25%
80+	5.50%

Joint Covered Persons Age of Youngest Covered Person at First Lifetime Withdrawal

Current Age	Percentage
50-54	2.50%
55-60	3.25%
61-64	3.75%
65-69	4.00%
70-74	4.50%
75-79	4.75%
80+	5.00%

Deleted: Annuitant

Deleted: Annuitants

Formatted Table

Deleted: Annuitant

If only one covered person is living at the time of the first withdrawal, the percentages shown above will be increased by [0.50%]; and the percentage used will be based on the surviving covered person's current age at the time of the first lifetime withdrawal.

Formatted: Indent: Left: 0.05"

Deleted: annuitant

Deleted: your

Deleted: .

Benefit Allocation Plan: The required allocation % to the foundation account, if any, is shown in the Allocation % - Foundation Account column. The Allocation % - Excluding the Foundation Account column below totals to 100% for purposes of rebalancing, as described in Rider Section 2.3.

Allocation % - Foundation Account 0% Foundation Account - Bond

Allocation % - Excluding the Foundation Account 100% Diversified Income OR 100% Conservative Allocation

Allocation % - Foundation Account 10% Foundation Account - Bond

Allocation % - Excluding the Foundation Account 100% Moderate Allocation OR 100% BlackRock Global Allocation

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Foundation Account
10% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Risk-Managed Funds Model:
20% Conservative Allocation
45% Moderate Allocation
15% Equity Income
10% Bond
10% Diversified Income

Allocation % - Excluding the Foundation Account
Conservative Growth Model:
14% Large Cap Growth
12% Van Kampen LIT Growth & Income II
5% International Stock
4% Oppenheimer International Growth
2% AIM V.I. Global Real Estate
3% PIMCO VIT CommodityRealReturn **Strategy**
15% PIMCO VIT Total Return
35% AIM V.I. Government Securities
10% PIMCO VIT Global Bond (Unhedged)

Allocation % - Excluding the Foundation Account
Balanced Model:
16% Large Cap Growth
13% Van Kampen LIT Growth & Income II
4% Mid Cap
7% International Stock
5% Oppenheimer International Growth
2% AIM V.I. Global Real Estate
3% PIMCO VIT CommodityRealReturn **Strategy**
3% Franklin High Income Securities
3% High Income
12% PIMCO VIT Total Return
24% AIM V.I. Government Securities
8% PIMCO VIT Global Bond

Allocation % - Excluding the Foundation Account
Moderate Growth Model:
18% Large Cap Growth
14% Van Kampen LIT Growth & Income II
5% Mid Cap
2% **Oppenheimer Main Street** Small Cap
9% International Stock
6% Oppenheimer International Growth
3% AIM V.I. Global Real Estate
3% PIMCO VIT CommodityRealReturn **Strategy**
3% Franklin High Income Securities
6% High Income
~~9%~~ PIMCO VIT Total Return
~~16%~~ AIM V.I. Government Securities
6% PIMCO VIT Global Bond

Formatted: Tabs: 0.38", Right + 0.5", Left

Deleted: 6

Deleted: 9

Allocation % - Foundation Account
20% Foundation Account - Bond

Allocation % - Excluding the Foundation Account

Growth Model:
20% Large Cap Growth
15% Van Kampen LIT Growth & Income II
6% Mid Cap
3% [Oppenheimer Main Street](#) Small Cap
11% International Stock
6% Oppenheimer International Growth
4% AIM V.I. Global Real Estate
5% PIMCO VIT CommodityRealReturn [Strategy](#)
3% Franklin High Income Securities
6% High Income
6% PIMCO VIT Total Return
9% AIM V.I. Government Securities
6% PIMCO VIT Global Bond

Allocation % - Foundation Account
30% Foundation Account - Bond

Allocation % - Excluding the Foundation Account

Aggressive Growth Model:
22% Large Cap Growth
16% Van Kampen LIT Growth & Income II
7% Mid Cap
6% [Oppenheimer Main Street](#) Small Cap
12% International Stock
7% Oppenheimer International Growth
5% AIM V.I. Global Real Estate
5% PIMCO VIT CommodityRealReturn [Strategy](#)
2% Franklin High Income Securities
5% High Income
4% PIMCO VIT Total Return
5% AIM V.I. Government Securities
4% PIMCO VIT Global Bond

Allocation % - Foundation Account
40% Foundation Account - Bond

Allocation % - Excluding the Foundation Account

Custom Portfolio:
Conservative Allocation
Moderate Allocation
Aggressive Allocation
Money Market
Diversified Income
Bond Fund
High Income
Large Cap Value
20% Large Cap Growth
Mid Cap
Small Cap
20% Equity Income
International Stock
PIMCO VIT Total Return
PIMCO VIT Global Bond (Unhedged)
20% Franklin High Income Securities
Franklin Income Securities
Mutual Global Discovery Securities
Oppenheimer Main Street
Oppenheimer Main Street Small Cap
Oppenheimer International Growth
Van Kampen LIT Growth and Income II
20% Van Kampen LIT Mid Cap Growth II
AIM V.I. Government Securities
20% BlackRock Global Allocation

GUARANTEED MINIMUM ACCUMULATION BENEFIT RIDER WITH 10-YEAR BENEFIT PERIOD

RIDER SECTION 1.

DEFINITIONS

1.1 What are the most commonly used terms and what do they mean?

benefit allocation plan – one or more specific subaccounts of the variable account, a fixed account or a model allocation of subaccounts of the variable account to which contract value must be allocated while this rider is in effect. The benefit allocation plan you selected is shown on the Rider Data Page.

Deleted: model

benefit basis – the guaranteed minimum contract value under this rider as of the expiration date for the benefit period. See Rider Section 6.2.

Deleted: investment options or purchase payment allocation models that we will use to provide the guarantee described by this rider.

benefit period – a period of time beginning on a start date and continuing until an expiration date. References to a “benefit period” include your initial benefit period, a new benefit period if you elect to step-up and any renewal benefit period(s) thereafter.

Deleted: model

Deleted: 5

foundation account – a subaccount of the variable account that is part of certain benefit allocation plans. The benefit allocation plan you select will determine the required allocation percentage, if any, to the foundation account.

monthly anniversary – the same day in each month as the rider issue date.

rider anniversary – the same day and month as the rider issue date for each year this rider remains in force.

rider issue date – the date shown on the Rider Data Page that is used to determine rider years and rider anniversaries.

rider year – any twelve-month period beginning on a rider issue date or a rider anniversary and ending one day before the next rider anniversary.

step-up anniversary – the same day and month as the step-up date if a step-up in the benefit basis is elected as described in Rider Section 6.4.

Deleted: 5

step-up date – the date on which a step-up in the benefit basis occurs, if elected, as described in Rider Section 6.4. The step-up date will be used to determine step-up anniversaries.

Deleted: 5

window period – the period of time that additional purchase payment(s) made may be included in the benefit basis. The window period, if any, is shown on the Rider Data Page.

RIDER SECTION 2.

GENERAL INFORMATION

2.1 What is our agreement with you?

Our agreement with you includes this rider as a part of the contract to which it is attached. The provisions of the contract apply to this rider unless they conflict with the rider. If there is a conflict, the rider provision will apply.

Nothing in this rider is intended to override the "Death of Annuitant" and/or "Owner" provisions of the contract to which this rider is attached; and in all events this rider will be interpreted in a manner consistent with Section 72(s) of the Internal Revenue Code. The issue date for this rider is shown on the Rider Data Page.

We promise to provide the benefits described in this rider as long as the contract and this rider are in force and all the terms and conditions of this rider are met.

2.2 What are the eligibility requirements and benefits provided by this rider?

To be eligible for this rider the annuitant(s) must be no older than age 85 on the rider issue date. This rider is not available if the plan type for the contract to which this rider is attached is classified as a Beneficiary IRA or Non-qualified Beneficiary contract. The terms "Beneficiary IRA" or "Non-qualified Beneficiary" contract refer to a contract that has been inherited by a beneficiary upon the death of the contract holder.

Formatted Table

Deleted: (both annuitants if joint annuitants)

Deleted: policy

Once issued, this rider provides for a guaranteed minimum accumulation benefit as described in this rider.

2.3 What is the Automatic Personal Portfolio Rebalance Service and is it required?

The Automatic Personal Portfolio Rebalancing Service ("rebalancing") automatically transfers contract value between subaccounts (other than the foundation account) in order to achieve a particular percentage allocation of contract value among such subaccounts.

Rebalancing is required as a condition of this rider if the benefit allocation plan you selected includes two or more subaccounts, other than the foundation account. Rebalancing will occur automatically on an annual basis, on each contract anniversary, unless you elect a more frequent mode. The foundation account will not be rebalanced.

2.4 What happens if you change ownership of your contract?

If ownership of the contract to which this rider is attached is changed:

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the benefit basis will be the benefit basis as of the valuation day immediately preceding the ownership change effective date, for the sole purpose of calculating the rider charge from the date ownership was changed to the date of termination; and
- c.) as of the ownership change effective date:
 - 1.) the guaranteed minimum accumulation benefit described in Rider Section 6 will be revoked;
 - 2.) you can not step-up the benefit basis or renew the benefit period as described in Rider Sections 6.4 and 6.5; and
 - 3.) this rider can not be converted to a Guaranteed Lifetime Withdrawal Benefit Rider as described in Section 6.6.

Formatted: Bullets and Numbering

If the ownership change effective date occurs on any date following completion of the minimum charge period, this rider will automatically terminate as of that date.

2.5 When will this rider terminate?

Elective termination of this rider prior to the end of the minimum charge period is not allowed. The minimum charge period is shown on the Rider Data Page.

This rider will automatically terminate on the earliest of:

- a.) the expiration date of the benefit period, unless you elect to renew the benefit period;
- b.) the payout date;
- c.) the date due proof of death of the last surviving annuitant is received;
- d.) the date there is a change of annuitant for any reason; or
- e.) the date you surrender your contract.

Deleted: (last remaining annuitant if joint annuitants)

This rider will also terminate if the investment restrictions are violated, as described in Rider Section 3.1, or if ownership of the contract to which this rider is attached is changed as described in Rider Section 2.4.

Deleted: .

Deleted: See

Deleted: 2.4

RIDER SECTION 3.

INVESTMENT RESTRICTITONS

Formatted Table

Deleted: RIDER CHARGES

3.1 Are there any investment restrictions?

In order to provide the guarantee described by this rider, we require use of an available benefit allocation plan for your contract value and for allocation of your net purchase payments. The benefit allocation plan you select may include the foundation account. There are certain additional requirements applicable to the foundation account. See Rider Section 3.3.

Comment [CMG1]: Moved from Section 2.

Formatted: Font: 10 pt, Not Bold

A violation of the investment restrictions occurs if:

Formatted: Indent: Left: -0.25"

Formatted Table

- a.) your contract value is transferred to an investment option other than an available benefit allocation plan; or
- b.) there is a change in allocation to an investment option other than an available benefit allocation plan; or
- c.) you request a partial withdrawal from the foundation account before the value in all other investment options is exhausted.

Deleted: A transfer of contract value or change in allocation to an investment option other than an available benefit allocation is a violation of the investment restrictions.

Formatted: Bullets and Numbering

Subject to obtaining approval or consent required by applicable law, we reserve the right to:

- a.) add benefit allocation plans without prior notice;
- b.) remove or substitute benefit allocation plans; and
- c.) substitute investment options within an available benefit allocation plan.

You will be notified in advance of any substitution, removal or change to a benefit allocation plan that you selected.

3.2 What happens if the investment restrictions are violated?

If the investment restrictions are violated during the minimum charge period:

Comment [CMG2]: Moved from Section 2.

Formatted Table

- a.) this rider will automatically terminate on the last day of the minimum charge period as shown on the Rider Data Page;
- b.) the benefit basis will be the benefit basis as of the valuation day immediately preceding the violation for the sole purpose of calculating the rider charge from the date of the violation to the date of termination; and

- c.) as of the date of the violation:
 - 1.) the guaranteed minimum accumulation benefit described in Rider Section 6 will be revoked;
 - 2.) you can not step-up the benefit basis or renew the benefit period as described in Rider Sections 6.4 and 6.5; and
 - 3.) this rider can not be converted to a Guaranteed Lifetime Withdrawal Benefit Rider as described in Section 6.6.

If the investment restrictions are violated on any date following completion of the minimum charge period, this rider will automatically terminate as of the date the violation occurred.

3.3 What additional requirements apply to the foundation account?

If you request a transfer and the foundation account is required as part of the benefit allocation plan into which you elect to transfer, we require allocation of a specific dollar amount to the foundation account at that time. See Rider Section 5.3.

If the benefit basis is stepped-up and the foundation account is part of the benefit allocation plan then in effect, we require allocation of a specific dollar amount to the foundation account at that time. See Rider Section 6.4.

RIDER SECTION 4.

RIDER CHARGES

Formatted Table

4.1 Is there a charge for this rider?

There is an annual charge for this rider. The annual charge is determined by multiplying the rider charge rate by the average daily benefit basis for the prior contract year. The benefit basis as of each calendar day will be used to calculate the average daily benefit basis for the prior contract year.

Deleted: 3

Deleted: current annual

Deleted: (shown on the Rider Data Page)

The initial rider charge rate is guaranteed not to change for the duration of the benefit period. We reserve the right to change the rate if you elect to step-up your benefit basis or renew the benefit period. The rider charge will not exceed the maximum rider charge rate shown on the Rider Data Page.

Deleted: current

Deleted: annual

Deleted: l

Deleted: a

Deleted: ,

Deleted: the rider charge will equal the amount we are currently charging for new issues of this rider. If we are no longer issuing this rider, then the rider charge will be set by the company.

During the accumulation period, this charge will be deducted pro-rata from your contract value in all investment options except the foundation account. If there is insufficient value in such investment options, the charge will be deducted from the contract value in all investment options including the foundation account.

Deleted: annual

Deleted:

The rider charge will be deducted on each contract anniversary.

The rider charge will also be deducted upon:

- a.) full surrender of the contract;
- b.) election to step-up the benefit basis;
- c.) expiration of the benefit period;
- d.) conversion to a Guaranteed Lifetime Withdrawal Benefit Rider;
- e.) termination of the rider after expiration of the minimum charge period;
- f.) payment of death proceeds; or
- g.) the start of payments under an income payout option, if not on a contract anniversary.

Any charge for a partial year will be in proportion to the number of days since the prior contract anniversary.

RIDER SECTION 5. PURCHASE PAYMENTS AND TRANSFERS

Deleted: 4

5.1 Can you change the allocation of net purchase payments?

You may change the allocation of subsequent net purchase payments to one of the other available benefit allocation plans at any time, without charge by written request. Any change will be effective at the time we receive your written request. However, your contract value at the time of such request must also be transferred to the benefit allocation plan selected, as described in Rider Section 5.3.

Deleted: model

Deleted: model

Changing allocation to an investment option other than an available benefit allocation plan during a benefit period is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

Formatted: Bullets and Numbering

Deleted: model

Deleted: 2.4

5.2 How will additional purchase payments made to your contract affect the benefit basis?

Additional purchase payments will increase your benefit basis, subject to the following requirements:

Formatted: Bullets and Numbering

- a.) we must receive any additional purchase payments during the window period shown on the Rider Data Page; and
- b.) the increase in your benefit basis is limited to the maximum window purchase payment amount shown on the Rider Data Page.

Any additional purchase payments that are made after the window period will increase your contract value, but will not increase your benefit basis. Any additional purchase payments or portion of an additional purchase payment that exceeds the maximum window purchase payment amount will increase your contract value, but will not increase your benefit basis.

5.3 Can contract value be transferred?

You may transfer your contract value to any benefit allocation plan that we make available. If a transfer is requested and the foundation account is required as part of the benefit allocation plan into which you elect to transfer, we require allocation of a specific dollar amount to the foundation account at that time. The dollar amount that must be allocated to the foundation account is equal to the benefit basis (as of the transfer date) multiplied by the foundation account allocation percentage required for the benefit allocation plan selected. The required dollar amount will be transferred to the foundation account from the other subaccount values first (on a pro-rata basis) then from any DCA fixed periods, if applicable, from oldest to newest. The remaining contract value (after deducting the required dollar amount) will be transferred to all other subaccounts included in the benefit allocation plan selected in proportion to the allocation percentage required for each subaccount.

Deleted: Careful consideration should be given before making additional purchase payments that do not increase your benefit basis as well as your contract value. Such payments may negatively impact the benefit provided by this rider.

Formatted: Indent: Left: -0.25", Hanging: 0.31"

Formatted: Bullets and Numbering

Deleted: model

Transferring your contract value to an investment option other than an available benefit allocation plan is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

Deleted: model

Deleted: 2.4

RIDER SECTION 6.

**GUARANTEED MINIMUM ACCUMULATION
BENEFIT**

Deleted: 5

6.1 What is the guaranteed minimum accumulation benefit?

The guaranteed minimum accumulation benefit is a guarantee that your contract value as of the expiration date for the benefit period will be at least as great as the benefit basis.

Deleted: 5

6.2 How is the benefit basis determined?

The benefit basis as of the rider issue date is shown on the Rider Data Page.

Formatted: Bullets and Numbering

The benefit basis will be increased by any purchase payment(s) received during the window period (up to the maximum window purchase payment allowed as shown on the Rider Data Page).

Deleted: and is equal to: ¶
¶ your initial purchase payment if this rider is issued at the same time your contract is issued; ¶ your contract value as of the rider issue date if this rider is issued after your contract is issued; or ¶ the continuation amount if this rider is issued as a result of spousal continuation.

If a partial withdrawal occurs, your benefit basis will be reduced. See Rider Section 6.3.

6.3 How is your benefit basis adjusted for partial withdrawals?

If you make a partial withdrawal, your benefit basis will be reduced by the greater of:

Formatted: Bullets and Numbering

- a.) the partial withdrawal amount, including associated surrender charges, if any; or
- b.) the proportion of your benefit basis withdrawn. The proportion is equal to (1) divided by (2), with the result multiplied by (3), where:

Formatted Table

Formatted: Bullets and Numbering

(1) = the partial withdrawal amount, including associated surrender charges, if any;

(2) = the contract value immediately prior to the partial withdrawal; and

(3) = the benefit basis immediately prior to the partial withdrawal.

A partial withdrawal from the foundation account before the value in all other investment options is exhausted is a violation of the investment restrictions. See Rider Section 3.2 for a description of the consequences of such violation.

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily benefit basis; therefore, partial withdrawals that decrease your benefit basis will also decrease the annual charge for this rider.

Deleted: current annual

6.4 Can you step-up the benefit basis to equal the current contract value?

You have the option to step-up the benefit basis to equal the current contract value and begin a new benefit period on any monthly anniversary on or following the third (3rd) rider anniversary. If step-up is elected, you have the option to step-up the benefit basis again on any monthly anniversary on or following the third (3rd) step-up anniversary.

Formatted: Bullets and Numbering

You may step-up the benefit basis provided:

- a.) your contract value is greater than zero;
- b.) your contract value is greater than the benefit basis as of the step-up date;
- c.) the benefit provided by this rider has not been revoked due to a violation of the investment restrictions;
- d.) the oldest annuitant is age 85 or younger as of the step-up date; and
- e.) the expiration date for the new benefit period does not extend past the anticipated payout date shown on the data page for the contract to which this rider is attached; and
- f.) we receive your written request to step-up the benefit basis.

Deleted: Contract Data Page

Step-ups will only be allowed if we are issuing new Guaranteed Minimum Accumulation Benefit Riders on the date you request a step-up. Your step-up date will be the monthly anniversary following receipt of your written request.

If a step-up is elected:

- a.) the start date for the new benefit period is equal to the step-up date;
- b.) your benefit basis will be adjusted to be equal to your contract value as of the step-up date; and
- c.) the minimum charge period will start over as of the step-up date. We will send a new Rider Data Page to you with the information that is applicable to the new benefit period.

If the benefit basis is stepped up and the foundation account is required as part of the benefit allocation plan then in effect, we require allocation of a specific dollar amount to the foundation account at that time. The dollar amount that must be allocated to the foundation account is equal to the benefit basis (as of the step-up date) multiplied by the foundation account allocation percentage for the benefit allocation plan then in effect. Any required increase to the value in the foundation account will be transferred first from the other subaccount values on a pro-rata basis, then from any DCA fixed periods, if applicable, from oldest to newest. We reserve the right to waive this requirement. Waiver of this requirement will be administered on a non-discriminatory basis.

The rider charge rate for the new benefit period may differ from the rider charge rate shown on the Rider Data page.

Deleted: current annual

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily benefit basis; therefore electing to step-up your benefit basis will result in an increase in the annual the charge for this rider, even if the rider charge rate shown on your Rider Data Page does not change. See Rider Section 4.1.

Deleted: current annual

Formatted Table

Deleted: current annual

Deleted: 3

6.5 Can a benefit period be renewed?

You have the option to renew the benefit period as of the expiration date provided:

~~Deleted: a~~
~~Formatted Table~~

- a.) the expiration date for the renewal benefit period does not extend past the contract anniversary following the anticipated payout date as shown on Data Page for this contract to which this rider is attached;
- b.) the benefit provided by this rider has not been revoked due to a violation of the investment restrictions;
- c.) your contract value is greater than the benefit basis as of the expiration date; and
- d.) your written request to renew the benefit period is received in the home office thirty (30) days prior to an expiration date.

~~Deleted: annuitant's 85th birthday or 10 years from the contract issue date~~

If you elect to renew the benefit period:

~~Deleted: a~~

- a.) the start date for the renewal benefit period is equal to the expiration date for the prior benefit period;
- b.) the benefit basis will be adjusted to equal your contract value as of the renewal date; and
- c.) the minimum charge period will start over as of the renewal date.

The rider charge rate for the renewal benefit period may differ from the initial rider charge rate shown on the Rider Data Page but will not exceed the maximum rider charge rate shown on the Rider Data Page.

~~Deleted: current annual~~
~~Formatted: Not Highlight~~

The annual charge for this rider is determined by multiplying the rider charge rate by the average daily benefit basis; therefore, electing to renew the benefit basis will result in an increase in the annual charge for this rider, even if the rider charge rate does not change. See Rider Section 4.1.

~~Deleted: We will send a new Rider Data Page to you with the information that is applicable to the renewal benefit period~~

~~Formatted Table~~

~~Deleted: current annual~~

~~Deleted: current annual~~

6.6 Can this rider be converted to a Guaranteed Lifetime Withdrawal Benefit Rider?

You have the option to convert this rider by written request to a Guaranteed Lifetime Withdrawal Benefit Rider provided:

~~Deleted: shown on your Rider Data Page~~

~~Deleted: 3~~

~~Deleted: 5~~

- a.) the benefit provided by this rider has not been revoked due to a violation of the investment restrictions;
- b.) the oldest annuitant is age 85 or younger as of the date of conversion; and
- c.) we have a Guaranteed Lifetime Withdrawal Benefit Rider available to be issued for this purpose at the time of conversion. We reserve the right to discontinue issuing Guaranteed Lifetime Withdrawal Benefit Riders at any time. Discontinuance, if imposed, will be exercised in a non-discriminatory manner

~~Deleted: is~~

Conversion will occur on the monthly anniversary following receipt of your written request for conversion.

6.7 What happens on the expiration date?

On the expiration date, we will compare the benefit basis to your contract value.

Deleted: 5

If the benefit basis is greater than your contract value:

- a.) we will add the difference to your contract value in all investment options, other than the foundation account, on a pro-rata basis;
- b.) the contract value in the foundation account, if any, will be transferred to all other investment options included in your benefit allocation plan on a pro-rata basis; and
- c.) this rider will terminate.

Formatted: Bullets and Numbering

Deleted: in the same proportion that the value in each investment option has to the total value

Deleted: and

Deleted: ¶

If the benefit basis is less than your contract value, there is no increase to your contract value. However, you may exercise one of the following options by written request:

Deleted:

Deleted: , with no increase to your contract value

Deleted: ¶

Deleted: 5

Deleted: 5

- a.) renew the benefit period as described in Rider Section 6.5; or
- b.) convert this rider to an available Guaranteed Lifetime Withdrawal Benefit Rider as of the benefit period expiration date as described in Rider Section 6.6.

If you do not exercise your right to renew the benefit period or convert this rider:

Deleted: ,

- a.) the contract value in the foundation account, if any, will be transferred to all other investment options included in your benefit allocation plan on a pro-rata basis; and
- b.) this rider will terminate.

Formatted: Bullets and Numbering

Deleted: e

Deleted: ; however, your contract value will be increased. The amount of increase will be equal to all rider charges deducted during the most recent benefit period. The increase will occur on the expiration date and will be allocated pro-rata according to your purchase payment allocation designation on file.

CUNA Mutual Insurance Society

President

**GUARANTEED MINIMUM ACCUMULATION BENEFIT
WITH 10-YEAR BENEFIT PERIOD**

ANNUITANT
[John Doe]

ANNUITANT'S ISSUE AGE
[35]

CO-ANNUITANT
[Jane Doe]

CO-ANNUITANT'S ISSUE AGE
[35]

OWNER(S)
[John Doe]

RIDER ISSUE DATE
[May 31, 2010]

Step-Up Date: [N/A or actual step-up date]

Benefit Basis: [\$100,000]

Start Date: [May 31, 2010]

Expiration Date: [May 31, 2020]

Window Period: [May 31, 2010 – May 31, 2011]

Maximum Window Purchase Payment: [\$200,000]

Initial Rider Charge Rate: [1.05%]

Minimum Charge Period: [May 31, 2010 - May 31, 2017]

Maximum Annual Rider Charge Rate: 1.75%

Benefit Allocation Plan: The required allocation % to the foundation account, if any, is shown in the Allocation % - Foundation Account column. The Allocation % - Excluding the Foundation Account column below totals to 100% for purposes of rebalancing, as described in Rider Section 2.3.

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
100% Diversified Income

Allocation % - Foundation Account
10% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
100% Conservative Allocation

Allocation % - Foundation Account
20% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Risk-Managed Funds Model:
20% Conservative Allocation
45% Moderate Allocation
15% Equity Income
10% Bond
10% Diversified Income

Allocation % - Foundation Account
30% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
100% BlackRock Global Allocation
OR
100% Moderate Allocation

Allocation % - Foundation Account
10% Foundation Account - Bond

Allocation % - Excluding the Foundation Account

Conservative Growth Model:
14% Large Cap Growth
12% Van Kampen LIT Growth & Income II
5% International Stock
4% Oppenheimer International Growth
2% AIM V.I. Global Real Estate
3% PIMCO VIT CommodityRealReturn Strategy
15% PIMCO VIT Total Return
35% AIM V.I. Government Securities
10% PIMCO VIT Global Bond (Unhedged)

Allocation % - Foundation Account
20% Foundation Account - Bond

Allocation % - Excluding the Foundation Account

Balanced Model:
16% Large Cap Growth
13% Van Kampen LIT Growth & Income II
4% Mid Cap
7% International Stock
5% Oppenheimer International Growth
2% AIM V.I. Global Real Estate
3% PIMCO VIT CommodityRealReturn Strategy
3% Franklin High Income Securities
3% High Income
12% PIMCO VIT Total Return
24% AIM V.I. Government Securities
8% PIMCO VIT Global Bond

Allocation % - Foundation Account
30% Foundation Account - Bond

Allocation % - Excluding the Foundation Account

Moderate Growth Model:
18% Large Cap Growth
14% Van Kampen LIT Growth & Income II
5% Mid Cap
2% Oppenheimer Main Street Small Cap
9% International Stock
6% Oppenheimer International Growth
3% AIM V.I. Global Real Estate
3% PIMCO VIT CommodityRealReturn Strategy
3% Franklin High Income Securities
6% High Income
9% PIMCO VIT Total Return
16% AIM V.I. Government Securities
6% PIMCO VIT Global Bond

Allocation % - Foundation Account
40% Foundation Account - Bond

Allocation % - Excluding the Foundation Account

Growth Model:
20% Large Cap Growth
15% Van Kampen LIT Growth & Income II
6% Mid Cap
3% Oppenheimer Main Street Small Cap
11% International Stock
6% Oppenheimer International Growth
4% AIM V.I. Global Real Estate
5% PIMCO VIT CommodityRealReturn Strategy
3% Franklin High Income Securities
6% High Income
6% PIMCO VIT Total Return
9% AIM V.I. Government Securities
6% PIMCO VIT Global Bond

Allocation % - Foundation Account
50% Foundation Account - Bond

Allocation % - Excluding the Foundation Account

Aggressive Growth Model:

- 22% Large Cap Growth
- 16% Van Kampen LIT Growth & Income II
- 7% Mid Cap
- 6% Oppenheimer Main Street Small Cap
- 12% International Stock
- 7% Oppenheimer International Growth
- 5% AIM V.I. Global Real Estate
- 5% PIMCO VIT CommodityRealReturn Strategy
- 2% Franklin High Income Securities
- 5% High Income
- 4% PIMCO VIT Total Return
- 5% AIM V.I. Government Securities
- 4% PIMCO VIT Global Bond

Allocation % - Foundation Account
50% Foundation Account - Bond

Allocation % - Excluding the Foundation Account

Custom Portfolio:

- Conservative Allocation
- Moderate Allocation
- Aggressive Allocation
- Money Market
- Diversified Income
- Bond Fund
- High Income
- Large Cap Value
- 20% Large Cap Growth
- Mid Cap
- Small Cap
- 20% Equity Income
- International Stock
- PIMCO VIT Total Return
- PIMCO VIT Global Bond (Unhedged)
- 20% Franklin High Income Securities
- Franklin Income Securities
- Mutual Global Discovery Securities
- Oppenheimer Main Street
- Oppenheimer Main Street Small Cap
- Oppenheimer International Growth
- Van Kampen LIT Growth and Income II
- 20% Van Kampen LIT Mid Cap Growth II
- AIM V.I. Government Securities
- 20% Black Rock Global Allocation

STATEMENT OF VARIABLES

NOTE: A limited refiling will be made to any changes in ranges listed in this document.

President's signature: If the Company's president should change, the new president's signature will be reflected for new issues of the forms.

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDERS: Base Forms 2010-INGLWB, 2010-INGLWB-MG

Rider Data Page

Primary Covered Person, Joint Covered Person, Owner(s), Issue Age, Rider Issue Date: Specific to each owner's contract.

Lifetime Benefit Basis (LLB): This amount is specific to each owner's contract as of the rider issue date.

Window Period (Rider form 2010-INGLWB-MG only): Currently the window period to receive additional purchase payments for this benefit rider is 1 year following the Rider Issue Date. This may be decreased in the future for new issues of the contract, but it will never be less than 30 days or more than 1 year.

Maximum Window Purchase Payment (Rider form 2010-INGLWB-MG only): The amount that will show here will be specific to each owner's contract. The maximum is currently 2x the initial purchase payment.

Simple Interest Benefit Basis Rate (SIBB Rate): Range [1.00% - 10.00%]. The current simple interest benefit basis rate is shown on the Rider Data Page for the rider forms. Any change in the SIBB Rate will apply to newly issued riders only and will be within the range stated.

Initial Rider Charge Rate: Range: [.50% - 1.75%]. The current initial rider charge rate is shown on the Rider Data Page for the rider forms.

The initial rider charge rate may change for new issues of riders, and the rider charge rate may also change if there is a step-up in the Lifetime Benefit Basis. In no event will the initial rider charge rate exceed the Maximum Rider Charge Rate shown on the Rider Data Page of 1.75%.

Minimum Charge Period: This is a 7-year span. The dates shown are specific to each contract owner.

Annual Withdrawal Benefit Percentage:

The withdrawal percentages vary according to the covered person's age at the time of first withdrawal, or on a step-up if withdrawals have begun prior to a step-up. The age ranges and percentages may change for future issues of the rider, but will not fall below 2% or exceed 10% for any age. One of the tables below will print and will be specific to the contract being issued depending on whether there is a single covered person or a joint covered person.

For the Joint Covered Persons Table, if only one covered person is living at the time of the first withdrawal, the percentages shown will currently increase by .50%. This percentage may change for future issues of the rider, but will not fall below .25% or exceed 1%.

Single Covered Person
Age at First Withdrawal or Step-Up

<u>Current Age</u>	<u>Percentage</u>
55	4.1%
56	4.2%
57	4.3%
58	4.4%
59	4.5%
60	4.6%
61	4.7%
62	4.8%
63	4.9%
64	5.0%
65	5.1%
66	5.2%
67	5.3%
68	5.4%
69	5.5%
70	5.6%
71	5.7%
72	5.8%
73	5.9%
74	6.0%
75	6.1%
76	6.2%
77	6.3%
78	6.4%
79	6.5%
80	6.6%
81	6.7%
82	6.8%
83	6.9%
84	7.0%
85	7.1%

Joint Covered persons
Age of Youngest Covered person at First Withdrawal or Step-Up

<u>Current Age</u>	<u>Percentage</u>
55-58	3.6%
56	3.7%
57	3.8%
58	3.9%
59	4.0%
60	4.1%
61	4.2%
62	4.3%
63	4.4%
64	4.5%
65	4.6%
66	4.7%
67	4.8%
68	4.9%
69	5.0%
70	5.1%
71	5.2%
72	5.3%
73	5.4%
74	5.5%
75	5.6%
76	5.7%
77	5.8%
78	5.9%
79	6.0%
80+	6.1%
81	6.2%
82	6.3%
83	6.4%
84	6.5%
85	6.6%

If only one covered person is living at the time of your first withdrawal, the percentages shown above will be increased by [.50%].

Benefit Allocation Plan: [see below after description of forms 2010-ILGLWB and 2010-ILGLWB-MG, these are the same for all 4 of the Guaranteed Lifetime Withdrawal Benefit rider forms.]

GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDERS: Base Forms 2010-ILGLWB, 2010-ILGLWB-MG

Rider Data Page

Covered person/Joint Covered person, Owner(s), Issue Age, Rider Issue Date: Specific to each owner's contract.

Lifetime Benefit Basis (LBB): This amount is specific to each owner's contract as of the rider issue date.

Window Period (Rider form 2010-ILGLWB-MG only): Currently the window period to receive additional purchase payments for this benefit rider is 1 year following the Rider Issue Date. This may be decreased in the future for new issues of the contract, but it will never be less than 30 days or more than 1 year.

Maximum Window Purchase Payment (Rider form 2010-ILGLWB-MG only): The amount that will show here will be specific to each owner's contract. The maximum is currently 2x the initial purchase payment.

Simple Interest Benefit Basis Rate (SIBB Rate): Range [5.00% - 15.00%]. The current simple interest benefit basis rate is shown on the Rider Data Page for the rider forms. Any change in the SIBB Rate will apply to newly issued riders only and will be within the range stated.

Initial Rider Charge Rate: Range: [.50% - 1.75%] The current initial rider charge rate is shown on the Rider Data Page for the rider forms.

The initial rider charge rate may change for new issues of riders, and the rider charge rate may also change if there is a step-up in the Lifetime Benefit Basis. In no event will the initial rider charge rate exceed the Maximum Rider Charge Rate shown on the Rider Data Page of 1.75%.

Minimum Charge Period: This is a 7-year span. The dates shown are specific to each contract owner.

Annual Withdrawal Benefit Percentage:

The withdrawal percentages vary according to the covered person's age at the time of first withdrawal. The age ranges and percentages may change for future issues of the rider, but will not fall below 2% or exceed 10% for any age. One of the tables below will print and will be specific to the contract being issued depending on whether there is a single covered person or a joint covered person.

For the Joint Covered Person Table, if only one covered person is living at the time of the first lifetime withdrawal, the percentages shown will currently increase by .50%. This percentage may change for future issues of the rider, but will not fall below .25% or exceed 1%.

Single Covered person **Age at First Lifetime Withdrawal**

<u>Current Age</u>	<u>Percentage</u>
50-54	3.00%
55-60	3.75%
61-64	4.25%
65-69	4.50%
70-74	5.00%
75-79	5.25%
80+	5.50%

Joint Covered persons **Age of Youngest Covered person at First Lifetime** **Withdrawal**

<u>Current Age</u>	<u>Percentage</u>
50-54	2.50%
55-60	3.25%
61-64	3.75%
65-69	4.00%
70-74	4.50%
75-79	4.75%
80+	5.00%

If only one covered person is living at the time of your first lifetime withdrawal, the percentages shown above will be increased by [.50%].

VAlII 2010 May Enhancements Statement of Variables

Benefit Allocation Plan: The current benefit allocation plans are as listed below: We may add benefit allocation plans in the future. We may also remove or substitute benefit allocation plans or substitute investment options within an available benefit allocation plan upon advance notification to the contract owner (as described in Section 3 of the Rider Forms). Only the benefit allocation plan selected by the contract owner will appear; therefore, the information will be specific to each contract owner.

Benefit Allocation Plans for all 4 Guaranteed Lifetime Withdrawal Benefit Rider forms: 2010-INGLWB, 2010-INGLWB-MG, 2010-ILGLWB, 2010-ILGLWB-MG

Benefit Allocation Plan: The required allocation % to the foundation account, if any, is shown in the Allocation % - Foundation Account column. The Allocation % - Excluding the Foundation Account column below totals to 100% for purposes of rebalancing, as described in Rider Section 2.3.

<p><u>Allocation % - Foundation Account</u> 0% Foundation Account - Bond</p>	<p><u>Allocation % - Excluding the Foundation Account</u> 100% Diversified Income OR 100% Conservative Allocation</p>
<p><u>Allocation % - Foundation Account</u> 10% Foundation Account - Bond</p>	<p><u>Allocation % - Excluding the Foundation Account</u> 100% Moderate Allocation OR 100% BlackRock Global Allocation</p>
<p><u>Allocation % - Foundation Account</u> 0% Foundation Account - Bond</p>	<p><u>Allocation % - Excluding the Foundation Account</u> Risk-Managed Funds Model: 20% Conservative Allocation 45% Moderate Allocation 15% Equity Income 10% Bond 10% Diversified Income</p>
<p><u>Allocation % - Foundation Account</u> 0% Foundation Account - Bond</p>	<p><u>Allocation % - Excluding the Foundation Account</u> Conservative Growth Model: 14% Large Cap Growth 12% Van Kampen LIT Growth & Income II 5% International Stock 4% Oppenheimer International Growth 2% AIM V.I. Global Real Estate 3% PIMCO VIT CommodityRealReturn <u>Strategy</u> 15% PIMCO VIT Total Return 35% AIM V.I. Government Securities 10% PIMCO VIT Global Bond (Unhedged)</p>
<p><u>Allocation % - Foundation Account</u> 0% Foundation Account - Bond</p>	<p><u>Allocation % - Excluding the Foundation Account</u> Balanced Model: 16% Large Cap Growth 13% Van Kampen LIT Growth & Income II 4% Mid Cap 7% International Stock 5% Oppenheimer International Growth 2% AIM V.I. Global Real Estate 3% PIMCO VIT CommodityRealReturn <u>Strategy</u> 3% Franklin High Income Securities 3% High Income 12% PIMCO VIT Total Return 24% AIM V.I. Government Securities 8% PIMCO VIT Global Bond</p>

Allocation % - Foundation Account
10% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Moderate Growth Model:

- 18% Large Cap Growth
- 14% Van Kampen LIT Growth & Income II
- 5% Mid Cap
- 2% Oppenheimer Main Street Small Cap
- 9% International Stock
- 6% Oppenheimer International Growth
- 3% AIM V.I. Global Real Estate
- 3% PIMCO VIT CommodityRealReturnStrategy
- 3% Franklin High Income Securities
- 6% High Income
- 9% PIMCO VIT Total Return
- 16% AIM V.I. Government Securities
- 6% PIMCO VIT Global Bond

Allocation % - Foundation Account
20% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Growth Model:

- 20% Large Cap Growth
- 15% Van Kampen LIT Growth & Income II
- 6% Mid Cap
- 3% Oppenheimer Main Street Small Cap
- 11% International Stock
- 6% Oppenheimer International Growth
- 4% AIM V.I. Global Real Estate
- 5% PIMCO VIT CommodityRealReturn Strategy
- 3% Franklin High Income Securities
- 6% High Income
- 6% PIMCO VIT Total Return
- 9% AIM V.I. Government Securities
- 6% PIMCO VIT Global Bond

Allocation % - Foundation Account
30% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Aggressive Growth Model:

- 22% Large Cap Growth
- 16% Van Kampen LIT Growth & Income II
- 7% Mid Cap
- 6% Oppenheimer Main Street Small Cap
- 12% International Stock
- 7% Oppenheimer International Growth
- 5% AIM V.I. Global Real Estate
- 5% PIMCO VIT CommodityRealReturn Strategy
- 2% Franklin High Income Securities
- 5% High Income
- 4% PIMCO VIT Total Return
- 5% AIM V.I. Government Securities
- 4% PIMCO VIT Global Bond

Allocation % - Foundation Account

40% Foundation Account - Bond

Allocation % - Excluding the Foundation Account

Custom Portfolio:

Conservative Allocation
Moderate Allocation
Aggressive Allocation
Money Market
Diversified Income
Bond Fund
High Income
Large Cap Value
20% Large Cap Growth
Mid Cap
Small Cap
20% Equity Income
International Stock
PIMCO VIT Total Return
PIMCO VIT Global Bond (Unhedged)
20% Franklin High Income Securities
Franklin Income Securities
Mutual Global Discovery Securities
Oppenheimer Main Street
Oppenheimer Main Street Small Cap
Oppenheimer International Growth
Van Kampen LIT Growth and Income II
20% Van Kampen LIT Mid Cap Growth II
AIM V.I. Government Securities
20% BlackRock Global Allocation

STATEMENT OF VARIABLES

NOTE: A limited refiling will be made to any changes in ranges listed in this document.

President's signature: If the Company's president should change, the new president's signature will be reflected for new issues of the forms.

GUARANTEED MINIMUM ACCUMULATION BENEFIT: Base Form 2010-GMAB-10

Rider Data Page

Annuitant, Co-Annuitant, Owner(s), Annuitant's Issue Age, Co-Annuitant's Issue Age, Rider Issue Date: Specific to each owner's contract.

Step-Up Date: This will read N/A or the step-up date if the step-up option is elected (as described in Rider Section 5.4). This will vary by contract owner. A new Rider Data Page will be sent to the owner with information applicable to the step-up.

Benefit Basis: This amount is specific to each owner's contract as of the rider issue date.

Start Date: The day a benefit period begins will print here. Specific to each contract owner.

Expiration Date: The day a benefit period expires will print here. Specific to each contract owner.

Window Period: Currently the window period to receive additional purchase payments for this benefit rider is 1 year following the Rider Issue Date. This may be decreased in the future for new issues of the contract, but it will never be less than 30 days or more than 1 year. If there is a step-up in the benefit or if a benefit is renewed, the window period will show "N/A".

Maximum Window Purchase Payment: The amount that will show here will be specific to each owner's contract. The maximum is currently 2x the initial purchase payment, not to exceed \$1,000,000 when combined with the initial purchase payment. If the window period is "N/A", the maximum window purchase payment will show "N/A" also.

Initial Rider Charge Rate: Range: [.50% - 1.75%]. The current initial rider charge rate is shown on the Rider Data Page for the rider forms.

The initial rider charge rate may change for new issues of riders, and the rider charge rate may also change if there is a step-up in the Benefit Basis. In no event will the initial rider charge rate exceed the Maximum Annual Rider Charge Rate shown on the Rider Data Page of 1.75%.

Minimum Charge Period: This is a 7-year span. The dates shown are specific to each contract owner.

Benefit Allocation Plan: The current benefit allocation plans are as listed below: We may add benefit allocation plans in the future. We may also remove or substitute benefit allocation plans or substitute investment options within an available benefit allocation plan upon advance notification to the contract owner (as described in Section 3 of the Rider Form). Only the benefit allocation plan selected by the contract owner will appear; therefore, the information will be specific to each contract owner.

Benefit Allocation Plan: The required allocation % to the foundation account, if any, is shown in the Allocation % - Foundation Account column. The Allocation % - Excluding the Foundation Account column below totals to 100% for purposes of rebalancing, as described in Rider Section 2.3.

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
100% Diversified Income
OR
100% Conservative Allocation

Allocation % - Foundation Account
10% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
100% Moderate Allocation
OR
100% BlackRock Global Allocation

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Risk-Managed Funds Model:
20% Conservative Allocation
45% Moderate Allocation
15% Equity Income
10% Bond
10% Diversified Income

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Conservative Growth Model:
14% Large Cap Growth
12% Van Kampen LIT Growth & Income II
5% International Stock
4% Oppenheimer International Growth
2% AIM V.I. Global Real Estate
3% PIMCO VIT CommodityRealReturn [Strategy](#)
15% PIMCO VIT Total Return
35% AIM V.I. Government Securities
10% PIMCO VIT Global Bond (Unhedged)

Allocation % - Foundation Account
0% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Balanced Model:
16% Large Cap Growth
13% Van Kampen LIT Growth & Income II
4% Mid Cap
7% International Stock
5% Oppenheimer International Growth
2% AIM V.I. Global Real Estate
3% PIMCO VIT CommodityRealReturn [Strategy](#)
3% Franklin High Income Securities
3% High Income
12% PIMCO VIT Total Return
24% AIM V.I. Government Securities
8% PIMCO VIT Global Bond

Allocation % - Foundation Account
10% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Moderate Growth Model:
18% Large Cap Growth
14% Van Kampen LIT Growth & Income II
5% Mid Cap
2% Oppenheimer Main Street Small Cap
9% International Stock

- 6% Oppenheimer International Growth
- 3% AIM V.I. Global Real Estate
- 3% PIMCO VIT CommodityRealReturnStrategy
- 3% Franklin High Income Securities
- 6% High Income
- 9% PIMCO VIT Total Return
- 16% AIM V.I. Government Securities
- 6% PIMCO VIT Global Bond

Allocation % - Foundation Account
20% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Growth Model:

- 20% Large Cap Growth
- 15% Van Kampen LIT Growth & Income II
- 6% Mid Cap
- 3% Oppenheimer Main Street Small Cap
- 11% International Stock
- 6% Oppenheimer International Growth
- 4% AIM V.I. Global Real Estate
- 5% PIMCO VIT CommodityRealReturn Strategy
- 3% Franklin High Income Securities
- 6% High Income
- 6% PIMCO VIT Total Return
- 9% AIM V.I. Government Securities
- 6% PIMCO VIT Global Bond

Allocation % - Foundation Account
30% Foundation Account - Bond

Allocation % - Excluding the Foundation Account
Aggressive Growth Model:

- 22% Large Cap Growth
- 16% Van Kampen LIT Growth & Income II
- 7% Mid Cap
- 6% Oppenheimer Main Street Small Cap
- 12% International Stock
- 7% Oppenheimer International Growth
- 5% AIM V.I. Global Real Estate
- 5% PIMCO VIT CommodityRealReturn Strategy
- 2% Franklin High Income Securities
- 5% High Income
- 4% PIMCO VIT Total Return
- 5% AIM V.I. Government Securities
- 4% PIMCO VIT Global Bond

Allocation % - Foundation Account

40% Foundation Account - Bond

Allocation % - Excluding the Foundation Account

Custom Portfolio:

Conservative Allocation
Moderate Allocation
Aggressive Allocation
Money Market
Diversified Income
Bond Fund
High Income
Large Cap Value
20% Large Cap Growth
Mid Cap
Small Cap
20% Equity Income
International Stock
PIMCO VIT Total Return
PIMCO VIT Global Bond (Unhedged)
20% Franklin High Income Securities
Franklin Income Securities
Mutual Global Discovery Securities
Oppenheimer Main Street
Oppenheimer Main Street Small Cap
Oppenheimer International Growth
Van Kampen LIT Growth and Income II
20% Van Kampen LIT Mid Cap Growth II
AIM V.I. Government Securities
20% BlackRock Global Allocation

STATEMENT OF VARIABLES

NOTE: A limited refiling will be made to any changes in ranges listed in this document.

Flexible Premium Deferred Variable Annuity Application: Form VAAPP-2010

Company Address: The address has been bracketed to allow for future revision if the company's address should change.

State Variations: A field for "[State Variations]" is included throughout the application. The Company will make this application available via paper packages to our representatives. Therefore, to reduce costs, it is our goal to have one application form for use in most jurisdictions. Adding a field for State Variations will ONLY be used to accommodate state language that may yet become required by a particular state. It will not be used to alter the existing language approved by your state.

Plan Option: The plan options shown are currently the options available for issue. They are bracketed as variable to allow for the addition or deletion of an option in the future. Other options may be made available in the future upon approval by the state insurance department and will appear in the appropriate space on the application, upon approval of the benefit.

References to form names and form numbers of company-required or state-required items or forms: Reference to form names and numbers of specific Company-required or specific state-required items and paperwork necessary to administer this business are found in various areas of instructional text or state-required text throughout this application. Including this detail on the application aids our representatives in ensuring all necessary paperwork is obtained and completed. These areas have been bracketed as variable to accommodate future changes in requirements, form numbers, or form names found in these bracketed areas.

Parties to Contract: The age exceptions listed in Section 2 have been bracketed to allow for any future state requirement changes.

Plan Type and Purchase Payment: The plan types shown and instructional text applicable to them are currently the types available for issue. They are bracketed as variable to allow for the addition or deletion of a plan type in the future.

Phone/Fax/Internet Authorization: The existing language will not change. However, the state is bracketed to allow for any future additions of a state where the same language may become applicable for any such state. In addition, a field for "[State Variations]" is included in this section. The Company will begin making this application available via paper packages to our representatives. Therefore, to reduce costs, it is our goal to have one application form for all states. Adding a field for State Variations will ONLY be used to accommodate state language that may yet become required by a particular state. It will not be used to alter the existing language approved by your state.

Living Benefits: The optional Living Benefits are currently available. They may be discontinued at a future date for newly issued contracts. Other options may be made available in the future upon approval by the Department and will appear in the appropriate space on the application, upon approval of the benefit. The state variations have been bracketed to allow for additional listing of states and state exceptions that may yet become applicable.

Death Benefits: The optional Death Benefits are currently available for all newly issued contracts. They may be discontinued at a future date for newly issued contracts. Other options may be made available in the future upon approval by the state insurance department and will appear in the appropriate space on the application, upon approval of the benefit. The state variations have been bracketed to allow for additional listing of states and state exceptions that may yet become applicable.

Payment Allocations: The allocation selections shown are those that are currently available for all newly issued contracts. They may be discontinued, renamed, or added to at a future date.

Fraud Warning: The fraud warnings shown are those currently applicable. Each warning has been bracketed to allow for future change in required state language.

State Notice: The state notices shown are those currently applicable. Each notice has been bracketed to allow for future change in required state language. The state shown in the last state notice listing titled: "All states except", has been bracketed to allow for any future additions of a state where the same language of this state notice may become applicable for any such state.

Agreement: The VAIII – Standard Plan, VAIII – Four-Year Plan, and the VAIII – Extra Credit Plan text has been bracketed ONLY to allow for any future deletion of a Plan or addition of a Plan as approved by the Department. The text shown in this section will not be altered.

Registered Representative Section: The compensation options listed are the current options available to the Registered Representative for payment of compensation. The options may change, be discontinued or be added to in the future.

The credit union, broker/dealer, and general agent areas shown are those currently necessary. A change to this information may change as necessary in the future.