

SERFF Tracking Number: FRCS-126483424 State: Arkansas
Filing Company: First Investors Life Insurance Company State Tracking Number: 44758
Company Tracking Number: 5299
TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other
Product Name: IRA Endorsement IRA (08/09)
Project Name/Number: Firstinv/82/82

Filing at a Glance

Company: First Investors Life Insurance Company

Product Name: IRA Endorsement IRA (08/09) SERFF Tr Num: FRCS-126483424 State: Arkansas
TOI: A10 Annuities - Other SERFF Status: Closed-Approved- State Tr Num: 44758
Closed

Sub-TOI: A10.000 Annuities - Other Co Tr Num: 5299 State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird
Authors: Jana Ellmaker, Aaron Clark Disposition Date: 02/04/2010
Date Submitted: 02/03/2010 Disposition Status: Approved-Closed
Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: Firstinv/82
Project Number: 82
Requested Filing Mode: Review & Approval

Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Filing Status Changed: 02/04/2010

Deemer Date:
Submitted By: Jana Ellmaker
Filing Description:

We have been retained by First Investors Life Insurance Company to file the enclosed form for approval in your state.

Our fee of \$50 has been sent by EFT on this same date.

This is an IRA endorsement for compliance with current Internal Revenue Service requirements. The form may be used with the following annuity contracts: FPDA-1 (01/09)(AR) approved on 08/05/09, SERFF tracking number FRCS-126024290/DOI# 41607, SPIA-1 (01/09)(AR) approved on 04/07/2009, SERFF tracking number FRCS-

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126083307/DOI# 42060, and FPVA-1 (08/09)(AR) approved on 01/07/2010, SERFF tracking number FRCS-126373664/DOI# 44079. The endorsement may also be made available for use with other annuities later approved.

A Flesch Score is not required for this form since it uses federally prescribed language.

This form is intended for new issues. This form will be made a part of the contract at issue.

This endorsement has been accepted by the IRS.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

Company and Contact

Filing Contact Information

Aaron Clark, Technician aaron.clark@firstconsulting.com
 1020 Central 800-927-2730 [Phone] 2835 [Ext]
 Suite 201 816-391-2755 [FAX]
 Kansas City, MO 64105

Filing Company Information

(This filing was made by a third party - FC01)

First Investors Life Insurance Company	CoCode: 63495	State of Domicile: New York
110 Wall Street	Group Code:	Company Type:
New York, NY 10005	Group Name:	State ID Number:
(212) 858-8231 ext. [Phone]	FEIN Number: 13-1968606	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	AR fee of \$50 per form.
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
First Investors Life Insurance Company	\$50.00	02/03/2010	33964399

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/04/2010	02/04/2010

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Disposition

Disposition Date: 02/04/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	No	No
Supporting Document	Application	No	No
Supporting Document	Life & Annuity - Actuarial Memo	No	No
Supporting Document	Certification of Compliance	Yes	Yes
Supporting Document	Authorization	Yes	Yes
Form	IRA Endorsement	Yes	Yes

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Form Schedule

Lead Form Number: ANN-1 IRA (08/09)(AR)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	ANN-1 IRA (08/09)(AR)	Policy/Contract	IRA Endorsement Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial			IRA Endorsement FPDA-1 IRA (08-09)AR.pdf

INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

The following provisions are a part of the Contract to which this Endorsement is attached.

This Endorsement is intended to qualify the Contract as an Individual Retirement Annuity (“IRA”) under § 408(b) of the Internal Revenue Code (“IRC”). All the provisions of the Contract and this Endorsement shall be interpreted in accordance with IRC § 408 and the Income Tax Regulations thereunder. Where the provisions of the Endorsement are inconsistent with the provisions of the Contract, including the provisions of any other endorsements or riders issued with the Contract, the provisions of this Endorsement will control.

The Owner of the Contract must be an individual who is the sole Owner and the Annuitant. Except as provided in this Endorsement, and otherwise permitted under the IRC and the Income Tax Regulations, neither the Owner nor the Annuitant may be changed. All payments while the Owner is alive must be made to the Owner. All payments made under a joint and survivor annuity option after the Owner’s death and while the Joint Annuitant is alive must be made to the Joint Annuitant.

The Contract is amended as follows:

1. This Contract is established for the exclusive benefit of the Owner or Owner’s beneficiary.
2. The entire interest of the Owner in the Contract shall be nonforfeitable. The Contract shall not be transferable except to the Company on surrender or settlement. It may not be sold, assigned, discounted or pledged as security for a loan or as security for the performance of an obligation or for any other purpose to any person other than the Company (other than a transfer incident to a divorce or separation instrument in accordance with IRC § 408(d)(6)).
3. (a) Notwithstanding any provision of this IRA to the contrary, the distribution of the Owner’s interest in the IRA shall be made in accordance with the requirements of IRC § 408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined in accordance with section 4(c)) must satisfy the requirements of IRC § 408(a)(6) and the regulations thereunder, rather than paragraphs (b), (c), (d), below and section 4. To the extent provided in IRC § 401(a)(9)(H), the requirements of IRC § 401(a)(9) shall not apply for calendar year 2009.

(b) Except to the extent provided under IRC § 401(a)(9)(H), the entire interest of the Owner for whose benefit the Contract is maintained will be paid or commence to be paid, no later than the first day of April following the calendar year in which such person attains age 70 ½ (the “required beginning date”). It must be paid in one lump sum or over (a) the life of the Owner, or the lives of the Owner and his or her designated beneficiary (within the meaning of IRC § 401(a)(9)), or (b) a period certain not extending beyond the life expectancy of the Owner, or the joint and last survivor expectancy of the Owner and his or her designated beneficiary. Payments must be made in periodic payments at intervals of no longer than one year. In addition, payments must be either nonincreasing or they may increase only as provided in Q&A -1 and -4 of §1.401(a)(9)-6 of the Income Tax Regulations.

In addition, any payment must satisfy the incidental benefit requirements specified in Q&A-2 of §1.401(a)(9)-6 of the Income Tax Regulations.

(c) Except to the extent provided under IRC § 401(a)(9)(H), the payment periods described above cannot exceed the periods specified in §1.401(a)(9)-6 of the Income Tax Regulations.

(d) Except to the extent provided under IRC § 401(a)(9)(H), the first required payment can be made as late as April 1st of the year following the year the Owner attains age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval. If all or a portion of an individual account is used to purchase an annuity after distributions are required to commence (the required beginning date, in the case of distributions commencing before death, or the date determined under Q&A-3 of § 1.401(a)(9)-3 of the Income Tax Regulations, in the case of distributions commencing after death), payments under the annuity, and distributions of any remaining account, must be made in accordance with Q&A-5(e) of § 1.401(a)(9)-5.

4. Payments upon the death of the Owner will be based on the following, except to the extent provided under IRC § 401(a)(9)(H):

(a) Death on or after Required Distributions Commence. If the Owner dies on or after required distributions commence, the remaining portion of such interest will continue to be distributed under the Contract option chosen.

(b) Death Before Required Distributions Commence. If the Owner dies before required distributions commence, payment of the Owner's entire interest will be distributed at least as rapidly as follows:

(1) If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the designated beneficiary's life, or over a period not extending beyond the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with paragraph (b)(3) below.

(2) If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70 ½, if later), over such spouse's life, over a period not extending beyond the remaining life expectancy of the surviving spouse, or, if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before required payments commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's life, or over a period not extending beyond the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after required payments commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.

(3) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the

case of the surviving spouse's death before payments are required to begin under paragraph (b)(2) above).

- (4) Life expectancy is determined using the Single Life Table in Q&A-1 of §1.401(a)(9)-9 of the Income Tax Regulations. If payments are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the calendar year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year. If distributions are made in the form of an annuity, life expectancy is not recalculated.

(c) Prior to the date that the Contract is annuitized, the interest in the Contract is treated as an individual account for purposes of IRC § 401(a)(9), and the "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As -7 and -8 of § 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

(d) For purpose of paragraphs (a) and (b) above, required payments are considered to commence on the Owner's required beginning date or, if applicable, on the date payments are required to begin to the surviving spouse under paragraph (b)(2) above. However, if payments start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under the Contract meeting the requirements of § 1.401(a)(9)-6 of the Income Tax Regulations, then required payments are considered to commence on the annuity starting date.

(e) If the sole designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required payments as a beneficiary. This election may be made only once, and this election may not be made a second time if the surviving spouse designated beneficiary elects to treat the IRA as his or her own, remarries and names his or her new spouse as the sole designated beneficiary.

5. (a) Except in the case of a rollover contribution (as permitted by IRC §§ 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)), a nontaxable transfer from an individual retirement plan under IRC § 7701(a)(37), or a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in IRC § 408(k), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under IRC § 219(b)(5)(D). Such adjustments will be in multiples of \$500.

(b) In the case of an Owner who is 50 or older, the annual cash contribution limit is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.

(c) In addition to the amounts described in paragraphs (a) and (b) above, an Owner may make a repayment of a qualified reservist distribution described in IRC § 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.

(d) In addition to the amounts described in paragraphs (a) and (c) above, an Owner who was a participant in an IRC § 401(k) plan of a certain employer in bankruptcy described in IRC § 219(b)(5)(C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. An Owner who makes contributions under this paragraph (d) may not also make contributions under paragraph (b).

(e) No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to IRC § 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.

6. A minimum initial premium payment of \$5,000 is required to purchase the Contract. This minimum initial premium payment can be paid as a regular contribution or as a tax-free transfer or rollover contribution. Once the IRA is established, subsequent premiums can be made in amounts of \$50 or more, subject to the contribution limits described in section 5.
7. The Company shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum payments as is prescribed by the Commissioner of Internal Revenue.
8. The Contract and Endorsement shall be amended from time to time if required to reflect any change in the IRC, Income Tax Regulations, or any published revenue rulings.

SIGNED for FIRST INVESTORS LIFE INSURANCE COMPANY at New York, New York as of the Date of Issue.



[Carol E. Springsteen]
President

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Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification Bypass Reason: N/A – this uses government prescribed language. Comments:		

	Item Status:	Status Date:
Bypassed - Item: Application Bypass Reason: Not applicable for this filing. Comments:		

	Item Status:	Status Date:
Satisfied - Item: Certification of Compliance Comments: Attachment: AR CoC.pdf		

	Item Status:	Status Date:
Satisfied - Item: Authorization Comments: Attachment: FCA Authorization.pdf		

**STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE**

Company Name: First Investors Life Insurance Company

Form Title(s): ANN-1 IRA (08/09)(AR)

Form Number(s): IRA Endorsement

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.



William H. Drinkwater
Senior VP & Chief Actuary, FSA, MAAA

January 27, 2010

Date

First Investors Life Insurance Company
110 Wall Street
New York, NY 10005



January 27, 2010

To: The Insurance Commissioner

Authorization

This letter, or a copy thereof, will authorize the consulting firm of First Consulting & Administration, Inc., Kansas City, Missouri, to represent this Company in matters before the Insurance Department.

This Authorization shall be valid until revoked by us.

First Investors Life Insurance Company

By:

A handwritten signature in black ink, appearing to read "William A. Dunderberg", written over a horizontal line.

Title: Senior VP & Chief Actuary, FSA, MAAA