Filing at a Glance

Company: Jackson National Life Insurance Company

Product Name: Individual Deferred Variable and Fixed Annuity Contract

SERFF Tr Num: JACK-126524272

State: Arkansas

TOI: A02.1I Individual Annuities- Deferred Non-Variable and Variable

SERFF Status: Closed-Approved-Closed

State Tr Num: 45321

Sub-TOI: A02.1I.002 Flexible Premium

Co Tr Num: VA620 ET AL

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Julie Hughes, Lynda Neese, Lynne Gerding, Sarah Hernandez

Disposition Date: 04/26/2010

Date Submitted: 03/31/2010

Disposition Status: Approved-Closed

Implementation Date Requested: 05/19/2010

Implementation Date:

State Filing Description:

General Information

Project Name: Individual Deferred Variable and Fixed Annuity Contract

Status of Filing in Domicile: Pending

Project Number: VA620 ET AL

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 04/26/2010

Explanation for Other Group Market Type:

State Status Changed: 04/26/2010

Deemer Date:

Created By: Lynne Gerding

Submitted By: Sarah Hernandez

Corresponding Filing Tracking Number: VA620 ET AL

Filing Description:

Jackson will submit four substantially similar variable annuity contracts via SERFF today. We wanted to make your Department aware of this so that you could consider giving all four filings to the same reviewer. This is desired in order to lessen conflicting objections due to multiple reviewers. Thank you for your consideration of this request.

The Serff tracking numbers are:
VA620 – Same Cover.
VA610 – JACK-126530422
VA630 – JACK-126535702
VA640 – JACK-126540292

The forms submitted are new forms and will not replace any other forms currently in use. This product is an individual deferred variable and fixed annuity that includes general account options.

This form is very similar to VA220 approved by your Department on June 8, 2004. This new product differs in that the Fixed Account Minimum Interest Rate will be redetermined on an annual basis and we may impose a limit on transfers from the 1-Year Fixed Account Option each Contract Year. Included are the pages that will be substituted for pages with sex-distinct provisions when unisex language and values are appropriate due to the Contract issued being subject to the Norris decision.

The application to be used with this contract is new and the form VDA 620 04/10 is included with this filing for your approval. The application contains fraud language that is specific to individual states. The language is clearly identified as to those states.

A readability certification has not been included with this submission as these forms as they are regulated as a security by the Securities and Exchange Commission and are not subject to readability requirements. These forms will be issued by Jackson National Life Insurance Company, and will be marketed to the general public by appropriately licensed registered representatives through broker/dealers and financial institutions. The issue ages for the contract are 0 to 90.

This contract offers its Owner two major categories of contract investment options to allocate funds: Investment Divisions of the Separate Account and Fixed Account Options.

The three main changes to this contract are as follows:

· The Fixed Account Minimum Interest Rate will be redetermined each October and will take effect the following year on the Contract's Redetermination Date. The calculation of this redetermination is outlined in the Statement of Actuarial Basis.

· The Company may impose a limitation on transfers from the 1-Year Fixed Account Option, so that transfers from the 1-Year Fixed Account Option in any Contract Year may not exceed a maximum amount, which is equal to:
1. 1/3 of the Contact Value in the 1-Year Fixed Account Option as of the most recent Contract Anniversary, in the first Contract Year that this restriction is imposed or if in the prior Contract Year this restriction was imposed and the

maximum amount was not transferred from the 1-Year Account Option;
2. 1/2 of the Contract Value in the 1-Year Fixed Account Option as of the most recent Contract Anniversary, if in the prior Contract Year this restriction was imposed and the maximum amount was transferred from the 1-Year Fixed Account Option;
3. the remaining Contract Value in the 1-Year Fixed Account Option, if in both of the two prior Contract Years this restriction was imposed and the maximum amount was transferred from the 1-Year Fixed Account Option.

· For Owners who have reached the attained age of 86 or greater, upon a partial or full withdrawal, the withdrawal charge percentage will be the lesser of the Withdrawal Charge percentage or the Maximum Withdrawal Charge Percentage listed on the Contract Data Page.

These forms were filed in Michigan, our state of domicile, on March 31, 2010. To the best of our knowledge and belief the provisions of the contract and application comply with applicable laws and regulations of your jurisdiction. With regard to Regulation 19, Jackson National Life hereby certifies that we do NOT discriminate based on sex in the sale of insurance.With regard to regulation 6, we have reviewed and certify that we are in compliance.

We will receive customer information required to issue a contract from an agent, broker, or financial representative. This information may be forwarded to us by facsimile, telephone, or electronically via the Internet, an extranet, or secure network. We would then issue the annuity contract based upon the information received from the agent, broker or financial representative. The annuity contract, including any contract data page, would then be delivered to the customer. We will maintain appropriate procedures to insure the truth and accuracy of customer information received from the agent, broker or financial representative.

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

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

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

Company and Contact

Filing Contact Information

Sarah Hernandez, Analyst
1 Corporate Way
Lansing, MI 48951

pd&sf@jackson.com
800-317-7989 [Phone]
517-706-5522 [FAX]

Filing Company Information

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

Filing Fees

Fee Required?	Yes
Fee Amount:	$100.00
Retaliatory?	No
Fee Explanation:	$50.00 per form - 2 forms
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Jackson National Life Insurance Company	$100.00	03/31/2010	35296427

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	04/26/2010	04/26/2010

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	**Created By**	**Created On**	**Date Submitted**	**Responded By**	**Created On**	**Date Submitted**
Pending Industry Response	Linda Bird	04/06/2010	04/06/2010	Sarah Hernandez	04/13/2010	04/13/2010

Disposition

Disposition Date: 04/26/2010

Implementation Date:

Status: Approved-Closed

Comment: Pursuant to our review of Mr. Shapiro's correspondence dated April 13, 2010, we have determined that the requested Certification of the Department's Rule and Regulation 33 by Jackson National will not be necessary at this time for the variable annuity contracts filed.

Rate data does NOT apply to filing.

SERFF Tracking Number:	*JACK-126524272*	*State:*	*Arkansas*
Filing Company:	*Jackson National Life Insurance Company*	*State Tracking Number:*	*45321*
Company Tracking Number:	*VA620 ET AL*		
TOI:	*A02.1I Individual Annuities- Deferred Non-Variable and Variable*	*Sub-TOI:*	*A02.1I.002 Flexible Premium*
Product Name:	*Individual Deferred Variable and Fixed Annuity Contract*		
Project Name/Number:	*Individual Deferred Variable and Fixed Annuity Contract/VA620 ET AL*		

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Letter from Robert Shapiro		Yes
Form	Individual Deferred Variable and Fixed Annuity Contract		Yes
Form	Unisex Contract Insert Pages		Yes
Form	Variable and Fixed Annuity Application		Yes

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	04/06/2010
Submitted Date	04/06/2010
Respond By Date	05/06/2010

Dear Sarah Hernandez,

This will acknowledge receipt of the captioned filing.

Objection 1
No Objections
Comment: Ark. Code Ann. 23-79-138 requires that a Consumer Information Notice accompany every policy. Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. You may satify these requirements by including copies of the notices with your filing or certifying that you are in compliance.

Filings of variable contracts must be accompanied by a certification that Regulation 33, in particular Articles, VI, VII, IX and XI, has been reviewed and that the company is in compliance. Although Regulation 33 is specifically addressed to variable life, many of the same concerns affect variable annuities and the regulation should be satisfied in as far as it applies to annuities.

Please feel free to contact me if you have questions.
Sincerely,
Linda Bird

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	04/13/2010
Submitted Date	04/13/2010

Dear Linda Bird,

Comments:
Thank you for your review of our submission of forms VA620 et al and your comments of 04/06/10. Please find our responses to your inquiries below.

Response 1

Comments: 1. We have reviewed Ark. Code Ann. 23-79-138 and certify that we are in compliance.

2. We have reviewed Regulation 49 and certify that we are in compliance.

3. In regards to the required certification of variable annuity compliance with Regulation 33, in follow-up to your conference call with attorneys Robert Shapiro of JordenBurt and Susan Rhee of Jackson National Life Insurance Co., a response from Mr. Shapiro has been attached to the Supporting Documentation tab for further consideration.

Related Objection 1

Comment:
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Filings of variable contracts must be accompanied by a certification that Regulation 33, in particular Articles, VI, VII, IX and XI, has been reviewed and that the company is in compliance. Although Regulation 33 is specifically addressed to variable life, many of the same concerns affect variable annuities and the regulation should be satisfied in as far as it applies to annuities.

Changed Items:

Supporting Document Schedule Item Changes
Satisfied -Name: Letter from Robert Shapiro
Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

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

Sincerely,
Julie Hughes, Lynda Neese, Lynne Gerding, Sarah Hernandez

Form Schedule

Lead Form Number: VA620

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	VA620	Policy/Contract/Fraternal Certificate	Individual Deferred Variable and Fixed Annuity Contract	Initial		0.000	VA620 contract form (D cover) 03-24-10.pdf
	VA620U	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Unisex Contract Insert Pages	Initial		0.000	VA620 Unisex insert pages 03-30-10.pdf
	VDA 620 04/10	Application/Enrollment Form	Variable and Fixed Annuity Application	Initial		0.000	VDA 620 04-10 (Base).pdf

[1 Corporate Way
Lansing, Michigan 48951
www.jackson.com]

JACKSON®
NATIONAL LIFE INSURANCE COMPANY

Thank you for choosing Jackson National Life Insurance Company, hereinafter also referred to as "the Company" or "Jackson." If You have any questions, please contact the Company at the Service Center address and telephone number shown on the Contract Data Page.

THIS ANNUITY CONTRACT IS ISSUED BY THE COMPANY AND IS A LEGAL AGREEMENT BETWEEN THE OWNER ("YOU") AND JACKSON NATIONAL LIFE INSURANCE COMPANY.

READ YOUR CONTRACT CAREFULLY.

AMOUNTS ALLOCATED TO THE SEPARATE ACCOUNT INVESTMENT DIVISIONS ARE NOT GUARANTEED AND MAY INCREASE OR DECREASE BASED UPON THE INVESTMENT EXPERIENCE OF THE UNDERLYING MUTUAL FUNDS.

THE FIXED ACCOUNT OPTIONS ARE SUBJECT TO AN EXCESS INTEREST ADJUSTMENT WHICH MAY INCREASE OR DECREASE AMOUNTS PAYABLE, TRANSFERRED OR WITHDRAWN, BUT THE FIXED ACCOUNT CONTRACT VALUE WILL NEVER DECREASE TO LESS THAN THE SUM OF THE FIXED ACCOUNT MINIMUM VALUES.

THE FIXED ACCOUNT CONTRACT VALUE AND DEATH BENEFIT WILL NEVER BE LESS THAN THAT REQUIRED BY THE STATE WHERE THIS CONTRACT WAS ISSUED.

NOTICE OF RIGHT TO EXAMINE CONTRACT

YOU MAY RETURN THIS CONTRACT TO THE SELLING PRODUCER OR THE COMPANY WITHIN [10] DAYS ([30] DAYS IF IT WAS PURCHASED AS A REPLACEMENT CONTRACT) AFTER YOU RECEIVE IT. THE COMPANY WILL REFUND THE CONTRACT VALUE, WITHOUT DEDUCTION FOR ANY SALES CHARGES, FOR THE BUSINESS DAY ON WHICH THE CONTRACT IS RECEIVED AT ITS SERVICE CENTER. UPON SUCH REFUND, THE CONTRACT SHALL BE VOID.

INDIVIDUAL DEFERRED VARIABLE AND FIXED ANNUITY CONTRACT (FLEXIBLE PREMIUM).
DEATH BENEFIT AVAILABLE.
INCOME OPTIONS AVAILABLE.
NONPARTICIPATING.

This Contract is signed by the Company

President and Chief Executive Officer

Secretary

TABLE OF CONTENTS

Provision	Page Number
CONTRACT DATA PAGE	[3a
DEFINITIONS	4
GENERAL PROVISIONS	8
ACCUMULATION PROVISIONS	13
WITHDRAWAL PROVISIONS	16
DEATH BENEFIT PROVISIONS	22
INCOME PROVISIONS	25
TERMINATION PROVISION	28
TABLE OF INCOME OPTIONS	29]

CONTRACT DATA PAGE

Contract Number:	[1234567890]
Owner:	[John Doe]
Owner Issue Age:	[35]
Joint Owner:	[Jane Doe]
Joint Owner Issue Age:	[35]
Annuitant:	[John Doe]
Annuitant Issue Age:	[35]
Joint or Contingent Annuitant:	[Jane Doe]
Joint or Contingent Annuitant Issue Age:	[35]
Initial Premium:	[$5,000]
Issue Date:	[February 1, 2010]
Issue State:	[Michigan]
Income Date:	[February 1, 2070]
Initial Fixed Account Minimum Interest Rate:	[1.10%] The Fixed Account Minimum Interest Rate will be redetermined on each Redetermination Date, as described under the Accumulation Provisions.
Beneficiary(ies):	[Brian Doe]

CONTRACT DATA PAGE (CONT'D)

Mortality and Expense Charge:	On an annual basis, this charge equals [1.10%] of the daily net asset value of the Investment Divisions.
Administration Charge:	On an annual basis, this charge equals [0.15%] of the daily net asset value of the Investment Divisions.
Total Asset Based Charges:	**On an annual basis, the total of all asset based charges, is equal to [x.xx%] [during Contract Years 1-[x] and [x.xx%] afterward] of the daily net asset value of the Investment Divisions.** Asset based charges are deducted daily as part of the Accumulation Unit Value calculation. Total asset based charges include the Mortality and Expense Charge, the Administration Charge and asset based charges for optional benefits.

Optional Benefits Elected at Issue:

BENEFIT	CHARGE

CONTRACT DATA PAGE (CONT'D)

Annual Contract Maintenance Charge: An annual charge of no more than [$35.00] will be deducted by the Company from those Contracts where the Contract Value is less than [$50,000] at the time such charge is assessed.

Withdrawal Charge Schedule:

Completed Years Since Receipt of Premium	Withdrawal Charge Percentage
0	[8.50%
1	7.50%
2	6.50%
3	5.50%
4	5.00%
5	4.00%
6	2.00%
7+	0.00%]

For Owner's age 86 or older, upon a partial or full withdrawal, the Withdrawal Charge Percentage will be the lesser of the Withdrawal Charge Percentage indicated above or the Maximum Withdrawal Charge Percentage listed below. In either case, the Withdrawal Charge Percentage will decrease with each year until no longer applicable.

Contract Anniversary on or after Owner Attains the Age of:	Maximum Withdrawal Charge Percentage
86	[7.25%
87	6.50%
88	5.50%
89	4.50%
90	3.75%
91	2.75%
92	1.75%
93	0.75%
94+	0.00%]

The Company may offer a discount or reduce or eliminate the amount of the Withdrawal Charge on both schedules stated above when the Contract is sold to certain individuals or groups of individuals under circumstances that reduce our sales expense.

Excess Interest Adjustment: Certain payments, transfers and withdrawals from a Fixed Account Option are subject to an Excess Interest Adjustment, the calculation of which may result in an increase or decrease in amounts payable. In no event will a total withdrawal from a Fixed Account Option be less than the Fixed Account Minimum Value. (See Fixed Account Option section of the Contract for details.)

Transfer/Transfer Charge: A fee of [$25.00] is charged for each transfer in excess of [15] in any Contract Year. Any Transfer Charge is deducted from the amount transferred prior to the allocation to the new Contract Option. Transfer Charges will not be applied to transfers due to dollar cost averaging or other systematic investment programs provided by the Company, nor will these transfers count against the [15] free transfers allowed in a Contract Year.

Asset allocation service providers must comply with the Company's administrative systems, rules, and procedures.

A transfer will be effective as of the end of the Business Day when the Company receives a transfer request prior to market close in Good Order, otherwise the transfer will be effective as of the end of the next Business Day.

The Company will not be liable for a transfer made in accordance with the Owner's instructions.

FROM INVESTMENT DIVISION TO INVESTMENT DIVISION. Prior to and after the Income Date, You may transfer all or a portion of Your Contract Value in one Investment Division to any available Investment Division(s).

FROM INVESTMENT DIVISION TO A FIXED ACCOUNT OPTION. If allowed by the Company, in its sole discretion, prior to the Income Date, You may transfer all or a portion of Your Contract Value in an Investment Division to a Fixed Account Option. The Company, in its sole discretion, may restrict or prohibit this type of transfer at any time on a nondiscriminatory basis.

FROM A FIXED ACCOUNT OPTION TO AN INVESTMENT DIVISION OR TO A FIXED ACCOUNT OPTION. If allowed by the Company, in its sole discretion, prior to the Income Date, You may transfer all or a portion of Your Contract Value in a Fixed Account Option to any available Investment Division(s) or to a Fixed Account Option(s), subject to any applicable Excess Interest Adjustment. The Company may restrict, limit or prohibit transfers, in its sole discretion, to or from a Fixed Account Option(s) at any time on a nondiscriminatory basis.

Premium(s):

Premiums are flexible. This means that the Owner may change the amounts, frequency or timing of Premiums. The initial Premium must be at least [$5,000] for Nonqualified Plan Contracts and [$2,000] for Qualified Plan Contracts. Subsequent Premiums must be at least [$500] ([$50] if made in connection with an automatic payment plan). Total Premiums under a Contract may not exceed [$1,000,000]. However, the Company may waive the minimums or maximums at any time. The Company reserves the right to refuse any Premium payment.

The Owner may allocate Premiums among the Fixed Account Option(s) and Investment Divisions, subject to the approval of the Company, which will be granted in advance on a nondiscriminatory basis. Allocations may be made in any percent from 0% to 100% in whole percentages. The minimum that may be allocated to a Fixed Account Option or an Investment Division is [$100]. The Company reserves the right to restrict or refuse any Premium allocation to a Fixed Account Option(s) at any time on a nondiscriminatory basis. Any subsequent Premium will be allocated according to Your most recent instructions on file with the Company, provided that each allocation meets the minimums and restrictions described above, regardless of such instructions.

The Company reserves the right to require, in advance, the automatic transfer of amounts allocated to the 1-Year Fixed Account Option to the Investment Division(s) of Your choice in regular installments over a specified period from the date of allocation on a nondiscriminatory basis. A pre-determined amount will be transferred from the 1-Year Fixed Account Option to the Owner selected Investment Division(s) such that at the end of the specified period all amounts in the 1-Year Fixed Account Option will have been transferred. The Company reserves the right to specify in advance the transfer amount, the length of the period, and the transfer frequency over which the transfers will be completed. The funds being transferred will be allocated to the Investment Division(s) elected by You. You may change Your selected Investment Division(s) at any time. These automatic transfers will not count against the [15] free transfers in a Contract Year.

CONTRACT DATA PAGE (CONT'D)

CONTRACT OPTIONS:

Investment Division(s): Availability is indicated in the current prospectus and any supplements.

Fixed Account Options: [1-Year Period; 3-Year Period; 5-Year Period; and 7-Year Period, the availability of which to be determined by the Company.]

Availability is indicated in the current prospectus and any supplements or related Fixed Account documents.

The Contract Options You have selected will be detailed in a confirmation sent to You by the Company on or after the Issue Date.

If You have questions about this Contract including requests for information about coverage or complaint resolutions, You may contact our Service Center at the following address or telephone number.

Jackson Service Center
[P.O. Box 24068
Lansing, MI 48909-4068
800/644-4565]

Express Mail:
Jackson Service Center
[1 Corporate Way
Lansing, MI 48951]

DEFINITIONS

ACCUMULATION UNIT. A unit of measure used to calculate the value in an Investment Division prior to the Income Date.

ANNUITANT. The natural person on whose life annuity payments for this Contract are based. Any reference to the Annuitant includes any Joint Annuitant.

ANNUITY UNIT. A unit of measure used to calculate the amount of a variable annuity payment.

BASE INTEREST RATE. The rate of interest declared by the Company, at its sole discretion, for a specified Fixed Account Option period.

BENEFICIARY(IES). The natural person(s) or entity(ies) entitled to receive any Contract benefits upon the death of the Owner or Annuitant as applicable in the circumstances.

BUSINESS DAY. Each day that the New York Stock Exchange is open for business. All requests for transactions that are received at the Company's Service Center in Good Order on any Business Day prior to market close, generally 4 P.M. Eastern Time, will be processed effective the end of that Business Day.

CONTINGENT ANNUITANT. The natural person that is designated as a subject life for purposes of electing an optional endorsement on a Qualified Plan custodial account contract only. Any reference to the Annuitant does not include any Contingent Annuitant.

CONTRACT. The Individual Deferred Variable and Fixed Annuity Contract between You and the Company.

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

CONTRACT OPTION. One of the allocation options offered by the Company under this Contract. Each Contract Option is more fully explained in the Accumulation Provisions.

CONTRACT VALUE. The Contract Value equals the sum of the Separate Account Contract Value and the Fixed Account Contract Value.

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

CURRENT INTEREST RATE. The Base Interest Rate plus any additional interest rate credited by the Company, less any charges due under any optional endorsements to the Contract. In no event will the Current Interest Rate be less than the Fixed Account Minimum Interest Rate.

DESIGNATED OPTION(S). The Investment Division(s) and/or Fixed Account Option(s) made available by the Company and selected by the Owner to which amounts will be transferred from a Source Option pursuant to one of the Company's systematic investment programs.

EXCESS INTEREST ADJUSTMENT. An adjustment applied, with certain exceptions, to amounts withdrawn, transferred or annuitized from a Fixed Account Option prior to the end of the applicable Fixed Account Option period.

FIXED ACCOUNT. Contract Values allocated to one or more of the Fixed Account Options. Allocations made to Fixed Account Options are part of the general account of the Company. The general account is made up of all general assets of the Company, other than those in the Separate Account and other segregated asset accounts.

FIXED ACCOUNT CONTRACT VALUE. The sum of all amounts allocated or transferred to the Fixed Account Options under the Contract, reduced by any applicable taxes, plus all interest credited to the Fixed Account Options, adjusted for withdrawals (including any applicable charges and adjustments for such withdrawals), transfers and charges.

FIXED ACCOUNT MINIMUM INTEREST RATE. The interest rate used to determine the Fixed Account Minimum Value. The Fixed Account Minimum Interest Rate may vary by Redetermination Period as described in the Accumulation Provisions. The Initial Fixed Account Minimum Interest Rate is shown on the Contract Data Page.

FIXED ACCOUNT MINIMUM VALUE. Premiums, net of any applicable premium tax, and transfers allocated to the Fixed Account Option, less transfers, withdrawals, and charges from the Fixed Account Option, accumulated at the Fixed Account Minimum Interest Rate, less any Withdrawal Charge or tax due.

FIXED ACCOUNT OPTION. A Contract Option within the Fixed Account for a specific period under which the Current Interest Rate will be credited.

GOOD ORDER. The receipt by the Company of any and all information, documentation, instructions and/or Premium deemed necessary by the Company, in its sole discretion, to issue the Contract or execute any transaction pursuant to the terms of the Contract.

HOSPITAL. A facility located within the United States or its territories which is operated pursuant to law; operates primarily for the care and treatment of sick and injured persons as inpatients; provides continuous 24-hour nursing service by or under the supervision of a registered professional nurse (R.N.); is supervised by a staff of licensed physicians; and, has medical, diagnostic and major surgical facilities on a prearranged basis.

IMMEDIATE FAMILY. A spouse, child, brother, sister, parent or grandparent.

INCOME DATE. The date on which annuity payments are to begin under an income option.

INVESTMENT DIVISIONS. Separate and distinct divisions of the Separate Account to which specific Underlying Mutual Fund shares are allocated, and for which Accumulation Units and Annuity Units are separately maintained. The Contract Value in the Investment Divisions will go up or down depending on the performance of the Underlying Mutual Funds.

DEFINITIONS (CONT'D)

ISSUE DATE. The date the Contract was issued by the Company, as shown on the Contract Data Page.

JOINT OWNER. If there is more than one Owner, each Owner shall be a Joint Owner of the Contract. Joint Owners have equal ownership rights and must both authorize any exercising of those ownership rights under the Contract.

LATEST INCOME DATE. The Contract Anniversary on or next following the Owner's 95th birthday under a Non-Qualified Plan Contract, or such earlier date required by the applicable qualified plan, law or regulation.

NONQUALIFIED PLAN. A retirement plan which does not qualify for favorable tax treatment under Section [401, 403, 408, 408A or 457] of the Internal Revenue Code, as amended.

NURSING HOME. A facility located in the United States or its territories; operates pursuant to law in the jurisdiction in which it is located; provides custodial care under the supervision of a registered nurse (R.N.) or a Physician; and, ***does not*** include any place owned or operated by a member of the Beneficiary's, Annuitant's or Joint Annuitant's, Owner's or Joint Owner's Immediate Family.

OWNER ("YOU," "YOUR"). The natural person(s) or entity(ies) so designated on the Contract Data Page, or by subsequent designation. Usually, but not always, the Owner is also the Annuitant. If Joint Owners are designated, all references to Owner shall mean Joint Owners.

PHYSICIAN. An individual who is licensed to practice medicine and treat illness or injury in the United States or its territories where treatment is received and who is acting within the scope of his or her license. The term Physician only refers to a Physician licensed and currently practicing in the United States or its territories. Physician does not include:

1. an Annuitant or Joint Annuitant;
2. an Owner or Joint Owner;
3. Beneficiary(ies); or
4. a person who is part of the Beneficiary's, Annuitant's or Joint Annuitant's, Owner's or Joint Owner's Immediate Family.

PREMIUM(S). Considerations paid into this Contract by or on behalf of the Owner.

QUALIFIED PLAN. A retirement plan which qualifies for favorable tax treatment under Sections [401, 403, 408, 408A or 457] of the Internal Revenue Code, as amended.

REDETERMINATION DATE. The one-month anniversary of the Issue Date falling in January each calendar year.

REDETERMINATION PERIOD. The twelve-month period beginning on each Redetermination Date.

REMAINING PREMIUM. The total Premium reduced by withdrawals that incur Withdrawal Charges and withdrawals of Premiums that are no longer subject to Withdrawal Charges.

DEFINITIONS (CONT'D)

SEPARATE ACCOUNT. A segregated asset account established and maintained by the Company in accordance with Michigan law in which a portion of the Company's assets have been allocated for this and certain other contracts.

SEPARATE ACCOUNT CONTRACT VALUE. The current value of the amounts allocated to the Investment Divisions of this Contract.

SERVICE CENTER. The Company's address and telephone number as specified on the Contract Data Page or as may be designated by the Company from time to time.

SOURCE OPTION (THE SOURCE). The Investment Division or Fixed Account Option made available by the Company and selected by the Owner from which amounts will be transferred to a Designated Option(s) pursuant to one of the Company's systematic investment programs.

TERMINAL ILLNESS. A noncorrectable medical condition, which will result in the death of the Owner within (12) twelve months or less from the date of the Physician's statement.

UNDERLYING MUTUAL FUNDS. The registered management investment companies in which assets of the Investment Divisions of the Separate Account will be invested.

WITHDRAWAL CHARGE. The charge assessed against certain withdrawals from the Contract Value and in the event of payments under an income option commencing during the first Contract Year.

WITHDRAWAL VALUE. The Contract Value, less any tax payable, minus any applicable Withdrawal Charges, Annual Contract Maintenance Charges, and charges due under any optional endorsement to the Contract, adjusted for any applicable Excess Interest Adjustment.

GENERAL PROVISIONS

ANNUITANT. The Owner may change the Annuitant at any time prior to the Income Date, unless the Owner is not a natural person. If the Owner is not a natural person, the age of the Annuitant will be used in lieu of the Owner's age for all purposes under this Contract, unless otherwise specified in the Contract. Also, if the Owner is not a natural person the following benefits will apply to the Annuitant: Waiver of Withdrawal Charge due to Terminal Illness, the Waiver of Withdrawal Charge for Specified Conditions and the Waiver of Withdrawal Charge for Extended Care.

ASSIGNMENT. The Owner may assign this Contract before the Income Date, but the Company will not be bound by an assignment unless it is in writing and has been accepted and recorded at the Company's Service Center. The Company reserves the right to refuse assignments or transfers at any time on a nondiscriminatory basis. An assignment will take effect when recorded by the Company. The Company is not responsible for any payment made before an assignment is recorded. The Owner may exercise these rights subject to the interest of any assignee or irrevocable beneficiary. **THE COMPANY ASSUMES NO RESPONSIBILITY FOR THE VALIDITY OR TAX CONSEQUENCES OF ANY ASSIGNMENT. IF YOU MAKE AN ASSIGNMENT, YOU MAY HAVE TO PAY INCOME TAX. YOU ARE ENCOURAGED TO SEEK LEGAL AND/OR TAX ADVICE.**

BENEFICIARY. The individual(s) or entity(ies) designated by the Owner to receive any amount payable under this Contract upon the Owner's death or upon the death of the Annuitant on or after the Income Date pursuant to the terms of this Contract. (See Income Provision section for details.) The original Beneficiary(ies) will be shown on the Contract Data Page. If two or more Beneficiaries are named, those Beneficiaries surviving the applicable death shall share any benefit that would have been due a Beneficiary that predeceased the applicable death in proportion equal to the proportion identified in the Beneficiary designation unless otherwise stated on the Beneficiary designation. If no Beneficiaries survive the applicable death, the death benefit shall be paid to the Owner's estate if the Owner is a natural person, otherwise to the Owner.

Upon the death of a Joint Owner, the surviving Joint Owner shall be treated as the primary Beneficiary and all other Beneficiaries shall become contingent Beneficiaries.

The Owner may request a change of any Beneficiary designation by submitting a written request to the Company's Service Center. No beneficiary change will take effect unless received by the Company before the applicable death and unless and until recorded by the Company.

CHARGES AND FEES. The Company may assess charges or fees under the Contract. Please see the Contract Data Page for more information as to charges or fees.

The Annual Contract Maintenance Charge specified on the Contract Data Page will be deducted on each Contract Anniversary that occurs on or prior to the Income Date. It will also be deducted when the Contract Value is withdrawn in full if the full withdrawal is not on a Contract Anniversary. The amount of Annual Contract Maintenance Charge may be reduced when sales of the Contract are made to a trustee, employer, or similar entity pursuant to an employee-sponsored retirement plan or when sales are made in a similar arrangement where offering the Contract to a group of individuals or certain individual(s) results in savings of administration expenses. The entitlement of such reduction in Annual Contract Maintenance Charge will be determined by the Company.

GENERAL PROVISIONS (CONT'D)

CONFORMITY WITH LAWS. This Contract will be interpreted under the law of the state in which it is issued and any applicable federal laws. Any provision that is in conflict with the law of such state or any federal law is amended to conform to the minimum requirements of such law.

CONTESTABILITY. The Company will not contest this Contract from its Issue Date, as shown on the Contract Data Page.

DEFERMENT OF PAYMENTS. The Company may defer payment from a Fixed Account Option for a period not exceeding six (6) months. Deferral for the six (6) month period will be made only if We make a written request and receive written approval from the regulatory official of the Issue State. Subject to state requirements, interest will be credited during such deferred period.

ENTIRE CONTRACT. The Contract, and any attached Company forms, endorsements and amendments together make up the entire Contract.

INCORRECT AGE OR SEX. If the age or sex of the Owner or Annuitant is incorrect, the payments will be those that the Premiums paid would have purchased at the correct age and sex. Any underpayments will be adjusted immediately by the Company. Overpayments will be deducted from future payments.

MODIFICATION OF CONTRACT. Any change or waiver of the provisions of this Contract must be in writing and signed by the President, a Vice President, the Secretary or Assistant Secretary of the Company. No financial representative or producer has authority to change or waive any provision of this Contract. The Company may amend or waive any portion of this Contract without notice or consent if state or federal law permits or so requires.

NONPARTICIPATING. This Contract does not share in the Company's surplus or earnings.

NOTICE. Information or instructions given to the Company by You must be in a form satisfactory to the Company, referred to as Good Order. Such notice takes effect when the Company accepts it and it is recorded at the Service Center.

Any notice the Company sends to the Owner will be sent to the Owner's last known address unless the Owner requests otherwise in writing. Any request or notice must be sent to the Service Center, unless the Company advises You otherwise. You are responsible for promptly notifying the Company of any address change.

PROOF OF AGE, SEX OR SURVIVAL. The Company may require satisfactory proof of correct age or sex at any time. If any payment under this Contract depends on the Annuitant, Owner or Beneficiary being alive, the Company may require satisfactory proof of survival.

PROTECTION OF PROCEEDS. Proceeds under this Contract are not assignable by any Beneficiary prior to the time such proceeds become payable. To the extent permitted by applicable law, proceeds are not subject to the claims of creditors or to legal process.

REPORTS. The Company will send You a report at least once a year. The Company will also send You reports as required by law. They shall be addressed to the last address of the Owner known to the Company.

SUBSTITUTION OF INVESTMENT DIVISION(S). The Company may substitute any Underlying Mutual Fund(s) with another Underlying Mutual Fund without Your consent. Substitution would occur if the Company determines that the use of certain Underlying Mutual Fund(s) is no longer possible or if the Company determines it is no longer appropriate for the purposes of the Contract. No substitution will be made without notice to You. Changes of Underlying Mutual Fund(s) are subject to the federal securities laws and, if required, the laws of the state where the Contract was issued for delivery. Should a substitution, addition, or deletion occur, You will be allowed to select from the then current Investment Divisions and substitution may be made with respect to both existing Contract Value in that Investment Division(s) and the allocation of future Premiums.

SUSPENSION OF PAYMENTS. The Company may suspend or postpone any transfers or payments to or from the Investment Divisions if any of the following occur:

1. The New York Stock Exchange is closed;
2. Trading on the New York Stock Exchange is restricted;
3. An emergency exists such that it is not reasonably practical to dispose of securities in the Separate Account or to determine the value of its assets; or
4. The Securities and Exchange Commission, by order, so permits for the protection of Contract Owners.

The applicable rules and regulations of the Securities and Exchange Commission will govern whether conditions described in 2. and/or 3. exist.

TAXES. The Company may deduct from the Contract Value any premium taxes or other taxes payable to a state or other government entity because of this Contract. Should the Company advance any amount so due, the Company is not waiving any right to collect such amount at a later date. The Company will deduct any withholding taxes required by applicable law as a result of any withdrawals or amounts payable from this Contract.

TRANSFER. The conditions for transfer between Contract Options are explained in the Contract Data Page. The Company reserves the right to restrict the number, means and frequency of transfers per year that may be requested by the Owner.

Your ability to make transfers is subject to modification if the Company determines, at the Company's sole discretion, that the exercise by one or more owners is, or would be, to the disadvantage of other owners. Restrictions may be applied in any manner reasonably designed to prevent any use of the transfer provision which is considered by the Company to be to the disadvantage of other owners. A modification regarding Your ability to make transfers to or from one or more of the Contract Options could include, but not be limited to:

1. The requirement of a minimum time period between each transfer;
2. Limiting transfer requests of an agent acting on behalf of one or more owners or under a power of attorney on behalf of one or more owners;
3. Limiting the dollar amount that may be transferred at any one time;
4. A restriction that transfers from the 1-Year Fixed Account Option in any Contract Year may not exceed the maximum amount, which is equal to:
   a. 1/3 of the Contract Value in the 1-Year Fixed Account Option as of the most recent Contract Anniversary, in the first Contract Year that this restriction is in effect or if in the prior Contract Year this restriction was in effect and the maximum amount was not transferred from the 1-Year Fixed Account Option;
   b. 1/2 of the Contract Value in the 1-Year Fixed Account Option as of the most recent Contract Anniversary, if in the prior Contract Year this restriction was in effect and the maximum amount was transferred from the 1-Year Fixed Account Option but in the second prior Contract Year either the restriction was not in effect or the maximum amount was not transferred;
   c. the remaining Contract Value in the 1-Year Fixed Account Option, if in both of the two prior Contract Years this restriction was in effect and the maximum amount was transferred from the 1-Year Fixed Account Option.

   If this restriction is imposed, the Company may limit Your ability to transfer into or allocate new Premium to the 1-Year Fixed Account Option in any Contract Year You make a transfer from the 1-Year Fixed Account Option. If this restriction is imposed, the Company may limit Your ability to transfer from the 1-Year Fixed Account Option in any Contract Year You make a transfer into or allocate new Premium to the 1-Year Fixed Account Option. If this restriction is imposed, the Company may require any transfers from the 1-Year Fixed Account Option to occur at least twelve (12) months after the last transfer from the 1-Year Fixed Account Option in the previous Contract Year. If this restriction is imposed, systematic investment programs may be excluded; transfers under such programs do not count against the maximum amount, and the Contract Value under such programs is excluded from the determination of the maximum amount.
5. A systematic transfer program in the event that a restriction on transfers from the Fixed Account Option(s) is imposed.

The Company may provide systematic investment programs that allow You to transfer funds among the Investment Divisions and the Fixed Account Options. These programs may include dollar cost averaging, portfolio rebalancing, and the automatic monthly transfer of earnings from the 1-Year Fixed Account Option and/or money market Investment Division to other Investment Divisions or Fixed Account Options. You may contact the Company's Service Center, and the Company will furnish all necessary forms to request these programs. The Company makes no guarantee that these programs will result in a profit or protect against loss in a declining market. The Company may restrict Your participation in these programs if You allocate funds to a Fixed Account Option.

In order to participate in a dollar cost averaging program or automatic transfer of earnings program, the Separate Account Contract Value plus the Fixed Account Contract Value must be at least [$15,000]. The Company may waive this requirement at its discretion. For a dollar cost averaging program, You may authorize the automatic transfer of a fixed dollar amount or selected percentage of the value of a Source Option, periodically to one or more Designated Option(s). The intervals between transfers may be monthly, quarterly, semi-annually or annually.

Additionally, the Company may offer Owners selecting dollar cost averaging an enhanced interest rate(s) on Premium allocated to the 1-Year Fixed Account Option (Source Option) provided all amounts in the Source Option are transferred to the Designated Option(s) within a specific duration determined by the Company. The duration and interest rates are available from the Service Center upon request. Each month, the Company will transfer a predetermined amount from the Source Option. Upon the Owner's cancellation of this program, the Company will transfer the Source Option balance, including any interest, into the Designated Option(s) selected by the Owner.

ACCUMULATION PROVISIONS

An Owner may not allocate Contract Values to more than [eighteen] Contract Options at any one time. The Company may waive this restriction at its discretion.

SEPARATE ACCOUNT. The Separate Account consists of assets the Company has set aside and has kept separate from the rest of the Company's general account assets and those of its other segregated asset accounts. These assets are not chargeable with liabilities arising out of any other business the Company may conduct. All the income, gains, and losses resulting from these assets are credited to or charged against the contracts supported by the Separate Account, and not against any other contracts the Company may issue. The assets of the Separate Account will be available to cover the liabilities of the Company's general account only to the extent that the assets of the Separate Account exceed the liabilities of the Separate Account arising under the Contracts supported by the Separate Account. The Separate Account consists of several Investment Divisions. The assets of the Separate Account shall be valued at least as often as any benefits of this Contract, but in no event will such valuation be less frequently than monthly.

Accumulation Units. The Separate Account Contract Value will go up or down depending on the performance of the Investment Divisions. In order to monitor the Separate Account Contract Value during the accumulation phase, the Company uses a unit of measure called an Accumulation Unit. The value of an Accumulation Unit may go up or down from Business Day to Business Day. Adjustments to the Contract Value, such as withdrawals, transfers, and charges, result in the redemption of Accumulation Units. However, these adjustments do not affect the value of the Accumulation Units.

When You make an allocation to the Investment Divisions, the Company credits Your Contract with Accumulation Units. The number of Accumulation Units credited is determined by dividing the amount allocated to any Investment Division by the Accumulation Unit Value for that Investment Division at the close of the Business Day when the allocation is made.

Accumulation Unit Value. The Company determines the value of an Accumulation Unit for each of the Investment Divisions. This is done by:

1. Determining the total amount of money invested in the particular Investment Division;
2. Subtracting from that amount any Mortality and Expense Charge, Administration Charge, and any other charge for optional benefits and taxes;
3. Dividing the remainder by the number of outstanding Accumulation Units.

FIXED ACCOUNT. For any amounts allocated to the Fixed Account, the Owner will select the duration of the Fixed Account Option from those made available by the Company. Such amounts will earn interest at the Current Interest Rate for the chosen duration, compounded annually during the entire Fixed Account Option period. Subsequent Base Interest Rates may be higher or lower than the Base Interest Rates previously declared by the Company.

You may allocate Premiums, or make transfers from the Investment Divisions, to the Fixed Account Options at any time prior to the Income Date, subject to the provisions of this Contract. However, no Fixed Account Option period other than one year may be chosen which extends beyond the Income Date. Withdrawals from a Fixed Account Option may take place 30 days following the end of the corresponding Fixed Account Option period without being subject to an Excess Interest Adjustment.

If the Owner does not specify a Fixed Account Option at the time of renewal, the Company will select the same Fixed Account Option period as has just expired, so long as such Fixed Account Option period is available and does not extend beyond the Income Date. If such Fixed Account Option period does extend beyond the Income Date, the Company will choose the longest Fixed Account Option period that will not extend beyond such date. If a renewal occurs within one year of the Income Date, the Company will credit interest up to the Income Date at the then Current Interest Rate for the 1-Year Fixed Account Option. If the same Fixed Account Option period as had just expired is not available and such Fixed Account Option period does not extend beyond the Income Date, the Company will choose the next shortest Fixed Account Option period available.

Fixed Account Contract Value. The Fixed Account Contract Value under the Contract shall be the sum of all amounts allocated or transferred to the Fixed Account Options, reduced by any applicable taxes, plus all interest credited to the Fixed Account Options, adjusted for withdrawals (including any applicable charges and adjustments for such withdrawals), transfers and charges.

Excess Interest Adjustment. Except in the 30-day period following the end of a Fixed Account Option, any amount withdrawn, transferred, or annuitized from a Fixed Account Option will be subject to an Excess Interest Adjustment. If the Base Interest Rate available on a new Fixed Account Option at the time of withdrawal or transfer (see **J** below) is higher than the Base Interest Rate declared at allocation to a Fixed Account Option (see **I** below), a downward adjustment may apply, potentially reducing the amount withdrawn, transferred or annuitized. If the Base Interest Rate credited to a new Fixed Account Option at the time of withdrawal or transfer (see **J** below) is lower than the Base Interest Rate declared at the time of allocation to a Fixed Account Option (see **I** below), an upward adjustment may apply, potentially increasing the amount withdrawn, transferred or annuitized. The Excess Interest Adjustment will be calculated by multiplying the amount withdrawn, transferred or annuitized by the formula described below:

$$\frac{[1+\mathbf{I}]^{(m/12)}}{[1+\mathbf{J}+.005]^{(m/12)}} - 1$$

where:

I = The Base Interest Rate credited to the existing Fixed Account Option period.

J = The Base Interest Rate that would be credited, at the time of withdrawal, transfer, or annuitization to a new Fixed Account Option period of the same duration. When no Fixed Account Option period of the same duration is available, the rate will be established by linear interpolation.

m = The number of complete months remaining to the end of current Fixed Account Option period.

There will be no Excess Interest Adjustment when **J** is less than **I** by 0.5% or less.

In addition, the Excess Interest Adjustment will not be applied to:
1. the payment of death benefit proceeds;
2. an Income Option that is life contingent or results in payments spread over at least five years;
3. amounts withdrawn for Contract charges;
4. amounts transferred or withdrawn from the 1-Year Fixed Account Option; or
5. amounts withdrawn under the Additional Free Withdrawal provision.

In no event will a total withdrawal from a Fixed Account Option be less than the Fixed Account Minimum Value.

Fixed Account Minimum Interest Rate. On the Issue Date, the Initial Fixed Account Minimum Interest Rate is shown on the Contract Data Page. On each subsequent Redetermination Date, the Fixed Account Minimum Interest Rate will be redetermined. The redetermined rate will apply for that Redetermination Period.

The Fixed Account Minimum Interest Rate will be equal to:
1. the average of all of the daily reported five-year Constant Maturity Treasury Rates during October of the previous year, rounded to the nearest 1/20th of a percent; less,
2. 1.25%.

The Fixed Account Minimum Interest Rate determined by this calculation may not be less than 1% nor greater than 3%.

The Company will send You an annual notice of the redetermined Fixed Account Minimum Interest Rate.

WITHDRAWAL PROVISIONS

At or before the Income Date, the Owner may withdraw all or part of the amounts under this Contract by informing the Company at the Service Center. For full withdrawal, this Contract, or a completed Lost Contract Affidavit, must be returned to the Service Center.

Premiums withdrawn from the Contract Value may be subject to a Withdrawal Charge. In addition to a Withdrawal Charge, a withdrawal from a Fixed Account Option may also incur an Excess Interest Adjustment.

Upon full withdrawal, the Owner will receive the Withdrawal Value. The Withdrawal Value will be based on values at the end of the Business Day on which the request for withdrawal is received at the Service Center in Good Order. **In no event shall the amount withdrawn, whether a full withdrawal or partial withdrawal, exceed the Withdrawal Value.**

Except in connection with a systematic withdrawal program, the minimum partial withdrawal amount is [$500], or if less, the Owner's entire interest in the Investment Division or Fixed Account Option from which a withdrawal is requested.

The Owner's interest in the Investment Division or Fixed Account Option from which the withdrawal is requested must be at least [$100] after the withdrawal is completed if anything is left in that Investment Division or Fixed Account Option.

Unless otherwise specified, the withdrawal will be made from each Investment Division and each Fixed Account Option in proportion to their current value. Withdrawals will be based on values at the end of the Business Day on which the request for withdrawal is received in Good Order at the Service Center.

The Company will waive the Withdrawal Charge on any withdrawal necessary to satisfy the minimum distribution requirements of the Internal Revenue Code. If You request an amount greater than the required minimum distribution for this Contract, the entire withdrawal will be subject to the Withdrawal Charge.

You may elect to take a systematic withdrawal by surrendering a specific sum or a certain percentage on a monthly, quarterly, semiannual or annual basis, subject to a [$50] minimum withdrawal. Such withdrawals will be counted in determining the portion of the Contract Value taken as an Additional Free Withdrawal. Systematic withdrawals in excess of the Additional Free Withdrawal amount may be subject to a Withdrawal Charge and/or an Excess Interest Adjustment.

WITHDRAWAL CHARGE. A Withdrawal Charge may be imposed upon certain withdrawals and in the event of payments under an income option commencing during the first Contract Year. Withdrawal Charges will be calculated in accordance with the Withdrawal Charge schedule on the Contract Data Page. The Withdrawal Charge is equal to the Withdrawal Charge percentage applied to the portion of Remaining Premium withdrawn. The Withdrawal Charge will be taken from the Investment Divisions and the Fixed Account Options in the same proportion as the requested withdrawal.

The Withdrawal Charge will be deducted from the remaining Contract Value such that the actual reduction in Contract Value as a result of the withdrawal may be greater than the withdrawal amount requested and paid.

For purposes of determining the Withdrawal Charge, earnings are defined as the excess of the Contract Value over the sum of Remaining Premiums. Withdrawals will be allocated first to earnings, if any (which may be withdrawn free of any Withdrawal Charge), and second to Remaining Premium on a first-in, first-out basis so that all withdrawals will be allocated to Remaining Premium to which the lowest (if any) Withdrawal Charges apply.

ADDITIONAL FREE WITHDRAWAL. During a Contract Year, You may make partial withdrawals from the Contract without the Withdrawal Charge and Excess Interest Adjustment being applied. This Additional Free Withdrawal is equal to:

1. 10% of Premium that remains subject to Withdrawal Charges and that has not been previously withdrawn (this can be utilized once or in segments throughout the Contract Year); less,
2. earnings, as defined in the Withdrawal Charge provision.

Any amount to satisfy the minimum required distribution would reduce the amount available under Your Additional Free Withdrawal.

In no event shall the Additional Free Withdrawal exceed the Withdrawal Value.

Withdrawal Charges and Excess Interest Adjustments are waived on amounts withdrawn that are less than or equal to the Additional Free Withdrawal. Although Additional Free Withdrawals reduce Contract Value in either the Investment Division and/or the Fixed Account Option, they do not reduce Remaining Premium. As a result, You will not receive the benefit of an Additional Free Withdrawal if You take a full withdrawal. Withdrawals during the Contract Year in excess of the Additional Free Withdrawal may be subject to a Withdrawal Charge, as well as any applicable Excess Interest Adjustment.

WAIVER OF THE WITHDRAWAL CHARGE DUE TO TERMINAL ILLNESS. If the Owner incurs a Terminal Illness while the Contract's Withdrawal Charge would normally apply, the Company will waive the Withdrawal Charge on the amount the Owner requests withdrawn from the Contract under this provision. The Excess Interest Adjustment may apply. The amount You request withdrawn from the Contract under this provision will not reduce Remaining Premium.

You can withdraw an amount without a Withdrawal Charge pursuant to this benefit only once, regardless of the subsequent occurrence of the same condition or the occurrence of a different condition. You are not eligible for this waiver if You have a Terminal Illness on the Issue Date of the Contract.

The amount withdrawn pursuant to this provision shall be requested by the Owner up to 100% of the Contract Value. The amount withdrawn pursuant to this provision shall not exceed [$250,000] and will be taken from the Separate Account Contract Value and the Fixed Account Contract Value as stated in the Withdrawal Provisions of this Contract. A withdrawal from the Fixed Account Option(s) may be subject to an Excess Interest Adjustment. This may mean an increase or decrease in the amount of Your benefit.

Claim Requirements. Written proof of the Owner's Terminal Illness must be received in Good Order at the Service Center before a Terminal Illness benefit payment will be considered. Written proof includes a properly completed Company claim form, Your signed medical records release, and a Physician's statement of condition satisfactory to the Company. The Company reserves the right to request additional medical information from any Physician or institution which may have provided treatment for the Terminal Illness. The Company may require, at its expense, an additional examination by a Physician of its choice. If there is a discrepancy between medical opinions, the opinion of the Company's Physician will govern, unless state law requires otherwise.

For the purpose of this Terminal Illness Benefit, Physician's statement means a written statement, acceptable to the Company, signed by a Physician which:

1. gives the Physician's diagnosis of the Owner's noncorrectable medical condition; and
2. states with reasonable medical certainty, that the noncorrectable medical condition will result in the death of the Owner within twelve (12) months or less from the date of the Physician's statement.

This statement will take into consideration the ordinary and reasonable medical care, advice and treatment available in the same or similar communities.

Written notice and proof of claim must be submitted to the Service Center any time after the date the Owner develops a Terminal Illness. Contact the Service Center for details on how to apply for benefits under this provision.

A PAYMENT UNDER THIS PROVISION MAY BE TAXABLE. AS WITH ALL TAX MATTERS, YOU ARE ENCOURAGED TO SEEK LEGAL AND/OR TAX ADVICE.

WAIVER OF WITHDRAWAL CHARGE FOR SPECIFIED CONDITIONS. If the Owner incurs one of the Specified Conditions, as set out below, while the Contract's Withdrawal Charge would normally apply, the Company will waive the Withdrawal Charge on the amount the Owner requests withdrawn from the Contract under this provision. The Excess Interest Adjustment may apply. The amount You request withdrawn from the Contract under this provision will not reduce Remaining Premium.

You can withdraw an amount without a Withdrawal Charge pursuant to this benefit only once, regardless of the subsequent occurrence of the same condition or the occurrence of a different condition. You are not eligible for this waiver if You have or have had one of these Specified Conditions on the Issue Date of the Contract.

Each of the following is a **Specified Condition**:

- **Heart Attack:** The death of a portion of heart muscle (myocardium) resulting from a blockage of one or more coronary arteries.

- **Stroke:** Any acute cerebral vascular accident producing neurological impairment and resulting in paralysis or other measurable objective neurological deficit persisting for at least 30 days.

- **Coronary Artery Surgery:** The actual undergoing of bypass surgery using either a saphenous vein or internal mammary artery graft for the treatment of coronary artery disease.

- **Life-Threatening Cancer:** Only those types of cancer manifested by the presence of a malignant tumor characterized by the uncontrolled growth and spread of malignant cells and the invasion of tissue. As used herein, leukemia and Hodgkin's disease (except Stage I Hodgkin's disease) shall be considered life-threatening cancer. LIFE-THREATENING CANCER DOES NOT INCLUDE premalignant tumors or polyps, cancer in situ, intraductal noninvasive carcinoma of the breast, carcinoid of the appendix, Stage I transitional carcinoma of the urinary bladder or any skin cancers other than melanomas.

- **Renal Failure:** The end stage of chronic, irreversible failure of both kidneys to function, necessitating regular renal dialysis expected to continue for a period of at least 6 months or resulting in renal transplantation.

- **Alzheimer's Disease:** Shall be defined as a progressive degenerative disease of the brain characterized by the loss of intellectual capacity involving impairment of memory or judgment or changes in personality which result in a significant reduction in mental and social functioning and which requires continuous supervision. For the purpose of this benefit, Alzheimer's disease shall be evidenced by a diagnosis of Alzheimer's disease from a neurologist licensed in the United States. The term Alzheimer's disease does not include neuroses or psychotic illness.

The amount withdrawn under this provision without a Withdrawal Charge shall be as requested by the Owner up to 25% of the Contract Value. In the case of Joint Owners, this benefit applies to each of them up to 12 1/2% of the Contract Value. The amount withdrawn will be taken from the Separate Account Contract Value and the Fixed Account Contract Value as stated in the Withdrawal Provisions of this Contract. A withdrawal from the Fixed Account Option(s) may be subject to an Excess Interest Adjustment. This may mean an increase or decrease in the amount of Your benefit.

Claim Requirements. Written proof of the Owner's Specified Condition must be received in Good Order by the Company at its Service Center before a Specified Condition benefit will be considered. Written proof includes a properly completed Company claim form, Your signed medical records release, and a Physician's statement of condition satisfactory to the Company. The Company reserves the right to request additional medical information from any Physician or institution which may have provided treatment for the Specified Condition. The Company may require, at its expense, an additional examination by a Physician of its choice. If there is a discrepancy between medical opinions, the opinion of the Company's Physician will govern, unless state law requires otherwise.

For purposes of this Specified Condition benefit, Physician's statement means a written statement, acceptable to the Company, signed by a Physician which:

1. gives the Physician's diagnosis of the Owner's Specified Condition, including documentation supported by clinical, radiological, histological or laboratory evidence of the condition; and
2. gives the Physician's diagnosis of life-threatening cancer according to the criteria of malignancy established by The American Board of Pathology after a study of the histocytologic architecture or pattern of the suspect tumor, tissue or specimen; or
3. gives the Physician's diagnosis of a heart attack including each and all the following three criteria:
   a. a clinical picture of a myocardial infarction; and
   b. electrocardiographic findings consistent with a myocardial infarction; and
   c. elevation of cardiac enzymes above standard laboratory levels of normal (in the case of CPK, a CPK-MB measurement must be used).

Written notice and proof of claim must be submitted to the Service Center anytime after the date the Owner develops a Specified Condition. Contact the Service Center for details on how to apply for benefits under this provision.

A PAYMENT UNDER THIS PROVISION MAY BE TAXABLE. AS WITH ALL TAX MATTERS, YOU ARE ENCOURAGED TO SEEK LEGAL AND/OR TAX ADVICE.

WAIVER OF WITHDRAWAL CHARGE FOR EXTENDED CARE. If You are confined as an inpatient to a Nursing Home or Hospital for ninety (90) consecutive days, a period during which the Withdrawal Charge otherwise would normally apply, the Company will waive the Withdrawal Charge on any amounts You request withdrawn from the Contract under this provision. The Excess Interest Adjustment may apply. The amount(s) You request withdrawn from the Contract under this provision will not reduce Remaining Premium.

You may exercise this provision only once, regardless of the subsequent occurrence of the same condition or the occurrence of a different condition. Once Your eligibility has been established, You may request one withdrawal or multiple withdrawals subject to the maximum allowed. You are not eligible for this waiver if:

1. You are confined to a Nursing Home or Hospital during the thirty-day (30) period following the Issue Date, unless such confinement is not related to a subsequent confinement for which You request the waiver; or,
2. You are no longer confined to a Nursing Home or Hospital.

Confinement to the Nursing Home or Hospital must be prescribed by a Physician and be medically necessary, meaning the confinement is appropriate and consistent with the diagnosis in accordance with accepted standards of practice, and which could not have been omitted without adversely affecting the confined Owner's condition.

Withdrawals made pursuant to this provision shall be up to 100% of the Contract Value. The amount(s) withdrawn pursuant to this provision shall not exceed [$250,000] and will be taken from the Separate Account Contract Value and the Fixed Account Contract Value as stated in the Withdrawal Provisions of this Contract. A withdrawal from the Fixed Account Option(s) may be subject to an Excess Interest Adjustment. This may mean an increase or decrease in the amount of Your benefit.

Claim Requirements. Written notice and proof of claim of the Owner's confinement must be submitted to the Company at its Service Center 90 days after the date the Owner becomes confined to a Nursing Home or Hospital before a waiver will be considered pursuant to this provision. Written proof includes: (1) a properly completed Company claim form; (2) Your signed medical records release; and (3) a Physician's statement of condition satisfactory to the Company. The Company reserves the right to request additional medical information from any Physician, Hospital or Nursing Home. The Company may require, at its expense, an additional examination by a Physician of its choice. If there is a discrepancy between medical opinions, the opinion of the Company's Physician will govern, unless state law requires otherwise.

A PAYMENT UNDER THIS PROVISION MAY BE TAXABLE. AS WITH ALL TAX MATTERS, YOU ARE ENCOURAGED TO SEEK LEGAL AND/OR TAX ADVICE.

DEATH BENEFIT PROVISIONS

DEATH OF OWNER BEFORE THE INCOME DATE. Upon the Owner's death, or the death of any Joint Owner, before the Income Date, the death benefit will be paid to the Beneficiary(ies) designated by the Owner. Upon the death of a Joint Owner, the surviving Joint Owner, if any, will be treated as the primary Beneficiary. Any other beneficiary designation on record at the Service Center at the time of death will be treated as a contingent Beneficiary.

- **DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE.** The death benefit is equal to the greater of:
  1. the current Contract Value; or
  2. all Premiums (net of any applicable premium tax) paid into the Contract, less any withdrawals and any applicable Contract charges assessed and adjustments to such withdrawals incurred since the issuance of the Contract.

  All adjustments will occur at the time of the withdrawal or Premium payment. All adjustments for amounts withdrawn will reduce the death benefit in the same proportion that the Contract Value was reduced on the date of such withdrawal.

  The death benefit amount will be determined as of the end of the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order.

  From the time of death of the Owner until the death benefit amount is determined, any amount allocated to an Investment Division will be subject to investment risk. This investment risk is borne by the Beneficiary(ies).

- **DEATH BENEFIT OPTIONS BEFORE INCOME DATE.** In the event of the Owner's death or the death of a Joint Owner before the Income Date, a Beneficiary must request that the death benefit be paid under one of the death benefit options below unless the Owner did so previously. The following are the available death benefit options:
  1. Option 1 - single lump-sum payment of the death benefit; or
  2. Option 2 - payment of the entire death benefit within five years of the date of the death of the Owner or any Joint Owner; or
  3. Option 3 - payment of the death benefit under an income option over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary, with distribution beginning within one year of the date of the death of the Owner or Joint Owner.

Any portion of the death benefit not applied under Option 3 within one year of the date of the Owner's death must be distributed within five years of the date of the Owner's death.

If a single lump-sum payment is requested, the amount will be paid within seven days of receipt of proof of death and the election in Good Order at the Service Center, unless either the Suspension of Payments or Deferment of Payments under the General Provisions is in effect.

Payment to the Beneficiary, other than in a single lump-sum, may only be elected during the 60-day period beginning with the date of receipt of proof of death in Good Order by the Service Center.

Spousal Continuation Option. If the Joint Owner, if any, or the Beneficiary is the spouse of the deceased Owner, he or she may elect to continue the Contract in his or her own name, at the current Contract Value, and exercise all the Owner's rights under the Contract in lieu of taking the death benefit as a lump-sum payment.

Special Spousal Continuation Option. In lieu of taking the death benefit as a lump-sum payment or continuing the Contract at the then current Contract Value, if the Beneficiary is the spouse of the Contract Owner, he or she may elect to continue the Contract at an adjusted Contract Value as described below. The spouse will then exercise all the Contract Owner's rights under the Contract. The date that the Company receives the spouse's written request to continue the Contract, under this Special Spousal Continuation Option, and proof of the death of the Contract Owner in Good Order will be referred to as the Continuation Date.

The Contract Value for the continuing Contract will be adjusted so that it will equal the amount of the death benefit that would have been payable as a lump sum payment at Your death. If the Contract Value on the Continuation Date is less than the death benefit, an amount will be added to the Contract Value to make up the difference. This amount is referred to as the Continuation Adjustment. The Continuation Adjustment will be allocated among the Contract Options in accordance with the current instructions for the Contract, subject to any minimum allocation restrictions unless the Company receives other allocation instructions with the Special Spousal Continuation Option election. Withdrawal Charges will continue with the same schedule as prior to the initial Owner's death. However, no Withdrawal Charge schedule will apply to the Continuation Adjustment.

For purposes of determining future death benefits under the continuing Contract, the Contract Value following the application of any Continuation Adjustment will be considered as the initial Premium of the continuing Contract. Any future death benefit, including an enhanced death benefit, if any, will be determined on that basis and will use the age of the surviving spouse on the Continuation Date.

This Special Spousal Continuation Option can only be exercised one time under this Contract, but may not be available if the Owner elected to pre-select the death benefit option. Any benefit available under this Special Spousal Continuation Option will end upon the change of ownership or assignment of the Contract.

Pre-selected Death Benefit Option Election. Prior to the Income Date, the Owner may designate the option under which the death benefit will be paid. This designation of the death benefit option must be given in a form acceptable to the Company, and will take effect only after being recorded by the Company.

DEATH BENEFIT PROVISIONS (CONT'D)

The Owner may elect any death benefit option described in this Contract, or other death benefit option, as agreed upon by the Company at the time of election. Once elected, the designation can only be revoked or changed by the Owner in a form acceptable to the Company. Upon the death of the Owner, the Beneficiary may not revoke or modify the death benefit option elected, subject to the requirements of the Internal Revenue Code. However, at the time of the Owner's death, the Company reserves the right to change or modify the death benefit option if the death benefit option previously elected exceeds the life expectancy of the Beneficiary. If a Pre-selected Death Benefit Option Election is not made by the Owner prior to the Owner's death, the Beneficiary may request that the death benefit be paid under any of the death benefit options described in this Contract, or other death benefit option, as agreed upon by the Company at the time of request.

If this Pre-selected Death Benefit Option Election is in force at the time of the Owner's death, the payment of the death benefit may not be postponed, nor can the Contract be continued under any provisions of this Contract. These restrictions apply even if the Beneficiary is the spouse of the Owner, unless such restriction is prohibited by law.

DEATH OF OWNER AFTER THE INCOME DATE. If the Owner or any Joint Owner, who is not an Annuitant, dies after the Income Date, any remaining payments under the income option elected will continue at least as rapidly as under the method of distribution in effect at the Owner's death. Upon the Owner's death after the Income Date, the Beneficiary becomes the Owner.

DEATH OF ANNUITANT BEFORE INCOME DATE. Upon the death of an Annuitant who is not an Owner before the Income Date, the Contract remains in force and the Owner will become the Annuitant. The Owner may designate a new Annuitant, subject to the Company's administrative rules then in effect. However, if the Owner is not a natural person, the death of the primary Annuitant will be treated as the death of the Owner and a new Annuitant may not be designated.

DEATH OF ANNUITANT AFTER INCOME DATE. Upon the death of the Annuitant after the Income Date, the death benefit, if any, will be as specified in the income option elected. Death benefits will be paid at least as rapidly as under the method of distribution in effect at the Annuitant's death.

INCOME PROVISIONS

INCOME DATE. If no Income Date is selected, the Income Date will be the Latest Income Date. At any time at least seven days prior to the Income Date then indicated on the Company's records, the Owner may change the Income Date to any date later than the Income Date currently on record by written notice to the Service Center, subject to the Latest Income Date.

INCOME OPTIONS. The Owner, or any Beneficiary who is so entitled, may elect to receive a single lump-sum. However, a single lump-sum distribution may be deemed to be a withdrawal. Alternatively, an income option may be elected. The Owner may, upon prior written notice to the Company at its Service Center, elect an income option at any time prior to the Income Date or change an income option up to seven days before the Income Date. Unless otherwise designated, the Owner will be the payee.

If no other income option is elected, monthly annuity payments will be made in accordance with Option 3 below, a life annuity with [120]-month period certain. Payments will be made in monthly, quarterly, semiannual or annual installments as selected by the Owner. However, if the amount available to apply under an income option is less than [$5,000], and state law permits, the Company has the right to make payments in one single lump-sum. In addition, if the first payment provided would be less than [$50], and state law permits, the Company may require the frequency of payments be at quarterly, semiannual or annual intervals so as to result in an initial payment of at least [$50].

NO WITHDRAWALS OF CONTRACT VALUE ARE PERMITTED DURING THE ANNUITY PERIOD FOR ANY INCOME OPTION UNDER WHICH PAYMENTS ARE BEING MADE PURSUANT TO LIFE CONTINGENCIES.

Upon written election filed with the Company at its Service Center, the Contract Value will be applied to provide one of the following income options. Withdrawal Charges will apply if the annuity payments begin within one year of the Issue Date. Any Excess Interest Adjustment will be waived if the Income Option selected is life contingent or results in payments spread over at least 5 years.

OPTION 1 - LIFE INCOME. An annuity payable monthly during the lifetime of the Annuitant. Under this income option, no further annuity payments are payable after the death of the Annuitant, and there is no provision for a death benefit payable to the Owner. Therefore, it is possible under Option 1 for the Owner to receive only one monthly annuity payment under this income option if the Annuitant has an early death.

OPTION 2 - JOINT AND SURVIVOR. An annuity payable monthly while both the Annuitant and a designated second person are living. Upon the death of either person, the monthly annuity payments will continue during the lifetime of the survivor at either the full amount previously payable or as a percentage (either one-half or two-thirds) of the full amount, as chosen at the time of election of the income option. If a reduced annuity payment to the survivor is desired, variable annuity payments will be determined using either one-half or two-thirds of the number of each type of Annuity Unit credited. Fixed annuity payments will be equal to either one-half or two-thirds of the fixed annuity payment payable during the joint life of the Annuitant and the designated second person.

Annuity payments terminate automatically and immediately upon the death of the surviving person without regard to the number or total amount of payments received. There is no minimum number of fixed annuity payments, and it is possible to have only one monthly annuity payment if both the Annuitant and the designated second person die before the due date of the second payment.

OPTION 3 - LIFE ANNUITY WITH [120] OR [240] MONTHLY PERIODS GUARANTEED. An annuity payable monthly during the lifetime of the Annuitant with the guarantee that if, at the death of the Annuitant, payments have been made for fewer than the guaranteed [120] or [240] monthly periods, as elected, the balance of the guaranteed number of payments will continue to be made to the Owner as scheduled. In the event the Owner dies before the specified number of guaranteed payments has been made, the Beneficiary(ies) may elect to continue receiving the fixed and variable payments according to the terms of this Contract or may alternatively elect to receive the present value of any remaining guaranteed payments in a single lump-sum, the amount of which is calculated by the Company. The present value of any remaining guaranteed payments will be based on the total annuity payment as of the date of the calculation.

OPTION 4 - INCOME FOR A SPECIFIED PERIOD. Under this income option, the Owner can elect monthly payments for any number of years from [5] to [30]. This election must be made for full 12-month periods. In the event the Owner dies before the specified number of payments has been made, the Beneficiary(ies) may elect to continue receiving the fixed and variable payments according to the terms of this Contract or may alternatively elect to receive the present value of any remaining guaranteed payments in a single lump-sum, the amount of which is calculated by the Company. The present value of any remaining guaranteed payments will be based on the total annuity payment as of the date of the calculation.

ADDITIONAL OPTIONS. The Company may make other income options available including income options for longer periods.

FIXED ANNUITY PAYMENTS. To the extent a fixed income option has been elected, the Contract Value allocated to the fixed annuity payment option, less any applicable taxes and other Contract charges, shall be applied to the payment of the income option elected at annuity rates at least as great as the annuity rates based upon the Table of Income Options specified in the Contract.

The appropriate rate must be determined by the sex (except where, as in the case of certain Qualified Plans and other employer-sponsored retirement plans, such classification is not permitted) and age of the Annuitant and designated second person, if any.

In no event will the fixed payments be changed once they begin.

VARIABLE ANNUITY PAYMENT. The initial variable annuity payment is determined by taking the Contract Value allocated to that Investment Division, less any applicable taxes and other Contract charges, and then applying it to the Table of Income Options specified in the Contract. The appropriate rate must be determined by the sex (except where, as in the case of certain Qualified Plans and other employer-sponsored retirement plans, such classification is not permitted) and age of the Annuitant and designated second person, if any.

The first variable annuity payment is divided by the value of an Annuity Unit as of the Income Date to establish the number of Annuity Units representing each variable annuity payment. The number of Annuity Units determined for the first variable annuity payment remains constant for the second and subsequent variable annuity payments, assuming that no reallocation of Contract Values is made.

The amount of the second and each subsequent variable annuity payment is determined by multiplying the number of Annuity Units by the Annuity Unit Value as of the Business Day next preceding the date on which each payment is due.

ANNUITY UNIT VALUE. The initial value of an Annuity Unit of each Investment Division was set when the Investment Divisions were established. The value may increase or decrease from one Business Day to the next. The Table of Income Options contained in the Contract is based on the assumed net investment rates described in the Basis of Computation provision. If the actual net investment rate experienced by an Investment Division exceeds the assumed net investment rate, variable annuity payments will increase over time. Conversely, if the actual net investment rate is less than the assumed net investment rate, variable annuity payments will decrease over time. If the actual net investment rate equals the assumed net investment rate, the variable annuity payments will remain constant.

The value of a fixed number of Annuity Units will reflect the investment performance of the Investment Divisions, and the amount of each payment will vary accordingly.

For each Investment Division, the value of an Annuity Unit for any Business Day is determined by multiplying the Annuity Unit Value for the immediately preceding Business Day by the net investment factor for the Business Day for which the Annuity Unit Value is being calculated. The result is then multiplied by a second factor which offsets the effect of the assumed net investment rate. The net investment factor, which reflects changes in the net asset value of Investment Divisions, is determined by dividing 1. by 2., and then subtracting 3. from the result, where:

1. Is the net result of:
   a. the net asset value of an Investment Division determined as of the end of the Business Day, plus
   b. the per share amount of any dividend or other distribution declared by the Investment Division if the "ex-dividend" date occurs on the Business Day, plus or minus
   c. a per share credit or charge with respect to any taxes paid or reserved for by the Company which are determined by the Company to be attributable to the operation of the Investment Division (no federal income taxes are applicable under present law);
2. Is the net asset value of the Investment Division determined as of the end of the preceding Business Day; and
3. Is the asset charge factor determined by the Company for the Business Day to reflect the applicable Mortality and Expense Charge, and the Administration Charge.

TERMINATION PROVISION

This Contract will terminate and all benefits under this Contract will cease on the earlier of:

1. the date of a full surrender;
2. the date the Contract Value falls to zero for any reason; or
3. the date upon which due proof of death of the Owner (or any Joint Owner) and an election of the type of payment to the Beneficiary(ies) is received at Our Service Center in Good Order.

TABLE OF INCOME OPTIONS

The following table is for this Contract whose net proceeds are $1,000, and will apply pro rata to the amount payable under this Contract.

UNDER OPTION 4		MONTHLY INSTALLMENT UNDER OPTIONS 1 OR 3															
No. of Monthly Install-ments	Monthly Install-ments	Age of Annui-tant	No. of Mos. Certain			Age of Annui-tant	No. of Mos. Certain			Age of Annui-tant	No. of Mos. Certain			Age of Annui-tant	No. of Mos. Certain		
		Male	Life	120	240	Male	Life	120	240	Female	Life	120	240	Female	Life	120	240
60	16.96	40	2.64	2.64	2.61	70	5.74	5.36	4.36	40	2.48	2.48	2.47	70	5.11	4.92	4.25
72	14.24	41	2.69	2.68	2.65	71	5.97	5.53	4.41	41	2.52	2.52	2.51	71	5.32	5.09	4.31
84	12.29	42	2.73	2.73	2.70	72	6.21	5.70	4.46	42	2.56	2.56	2.54	72	5.53	5.26	4.37
96	10.84	43	2.78	2.77	2.74	73	6.48	5.87	4.50	43	2.60	2.60	2.58	73	5.77	5.44	4.42
108	9.70	44	2.83	2.82	2.78	74	6.76	6.05	4.53	44	2.65	2.64	2.62	74	6.02	5.62	4.47
120	8.80	45	2.89	2.88	2.83	75	7.06	6.22	4.57	45	2.69	2.69	2.66	75	6.30	5.82	4.52
132	8.05	46	2.94	2.93	2.88	76	7.38	6.40	4.60	46	2.74	2.73	2.71	76	6.60	6.01	4.55
144	7.44	47	3.00	2.98	2.93	77	7.73	6.58	4.62	47	2.79	2.78	2.75	77	6.92	6.21	4.59
156	6.91	48	3.06	3.04	2.98	78	8.09	6.76	4.64	48	2.84	2.83	2.80	78	7.27	6.42	4.61
168	6.47	49	3.12	3.10	3.03	79	8.49	6.94	4.66	49	2.89	2.88	2.85	79	7.65	6.62	4.64
180	6.08	50	3.19	3.17	3.09	80	8.91	7.11	4.67	50	2.95	2.94	2.90	80	8.06	6.82	4.66
192	5.74	51	3.26	3.23	3.15	81	9.37	7.27	4.69	51	3.01	3.00	2.95	81	8.51	7.02	4.67
204	5.44	52	3.33	3.30	3.21	82	9.85	7.43	4.70	52	3.07	3.06	3.01	82	8.99	7.21	4.69
216	5.18	53	3.41	3.38	3.27	83	10.37	7.59	4.70	53	3.14	3.12	3.06	83	9.51	7.40	4.70
228	4.94	54	3.49	3.46	3.33	84	10.92	7.73	4.71	54	3.21	3.19	3.12	84	10.08	7.57	4.71
240	4.72	55	3.57	3.54	3.39	85	11.51	7.86	4.72	55	3.28	3.26	3.18	85	10.69	7.73	4.71
252	4.53	56	3.66	3.62	3.46	86	12.14	7.99	4.72	56	3.36	3.34	3.25	86	11.35	7.88	4.72
264	4.36	57	3.76	3.71	3.52	87	12.81	8.10	4.72	57	3.44	3.41	3.31	87	12.06	8.01	4.72
276	4.20	58	3.86	3.80	3.59	88	13.53	8.21	4.72	58	3.53	3.50	3.38	88	12.82	8.13	4.72
288	4.05	59	3.97	3.90	3.66	89	14.28	8.30	4.72	59	3.62	3.58	3.45	89	13.62	8.24	4.72
300	3.91	60	4.08	4.01	3.73	90	15.09	8.39	4.72	60	3.71	3.67	3.52	90	14.47	8.33	4.72
312	3.79	61	4.20	4.12	3.80	91	15.95	8.46	4.72	61	3.82	3.77	3.59	91	15.36	8.41	4.72
324	3.68	62	4.33	4.23	3.86	92	16.85	8.53	4.72	62	3.93	3.87	3.67	92	16.28	8.49	4.72
336	3.57	63	4.47	4.35	3.93	93	17.82	8.59	4.72	63	4.04	3.98	3.74	93	17.25	8.55	4.72
348	3.47	64	4.62	4.48	4.00	94	18.85	8.64	4.72	64	4.17	4.09	3.82	94	18.25	8.61	4.72
360	3.38	65	4.78	4.61	4.07	95	19.96	8.68	4.72	65	4.30	4.21	3.89	95	19.31	8.65	4.72
		66	4.94	4.75	4.13	96	21.16	8.71	4.72	66	4.44	4.34	3.97	96	20.43	8.69	4.72
		67	5.12	4.90	4.19	97	22.47	8.74	4.72	67	4.59	4.48	4.04	97	21.63	8.72	4.72
		68	5.31	5.05	4.25	98	23.93	8.76	4.72	68	4.75	4.62	4.11	98	22.96	8.75	4.72
		69	5.52	5.20	4.31	99	25.58	8.78	4.72	69	4.93	4.77	4.18	99	24.46	8.77	4.72

Note: Due to the length of the information, the factors for Option 2 are available from the Service Center upon Your request.

BASIS OF COMPUTATION. [The actuarial basis for the Table of Income Options shall be the Annuity 2000 Mortality Table, with an assumed net investment rate of 1.5%, and a 2% expense load.] The interest rate used in the present value calculation referred to in Options 3 and 4 will be determined by the Company, but in no instance will it be greater than 1% higher than the rate used to calculate the initial payment. The differential in the interest rates is equivalent to a fee for the recalculation and commutation of the payments. The Table of Income Options does not include any applicable tax. The benefits of this Contract will not vary due to expense and/or mortality results.

GENERAL PROVISIONS (CONT'D)

CONFORMITY WITH LAWS. This Contract will be interpreted under the law of the state in which it is issued and any applicable federal laws. Any provision that is in conflict with the law of such state or any federal law is amended to conform to the minimum requirements of such law.

CONTESTABILITY. The Company will not contest this Contract from its Issue Date, as shown on the Contract Data Page.

DEFERMENT OF PAYMENTS. The Company may defer payment from a Fixed Account Option for a period not exceeding six (6) months. Deferral for the six (6) month period will be made only if We make a written request and receive written approval from the regulatory official of the Issue State. Subject to state requirements, interest will be credited during such deferred period.

ENTIRE CONTRACT. The Contract, and any attached Company forms, endorsements and amendments together make up the entire Contract.

INCORRECT AGE. If the age of the Owner or Annuitant is incorrect, the payments will be those that the Premiums paid would have purchased at the correct age. Any underpayments will be adjusted immediately by the Company. Overpayments will be deducted from future payments.

MODIFICATION OF CONTRACT. Any change or waiver of the provisions of this Contract must be in writing and signed by the President, a Vice President, the Secretary or Assistant Secretary of the Company. No financial representative or producer has authority to change or waive any provision of this Contract. The Company may amend or waive any portion of this Contract without notice or consent if state or federal law permits or so requires.

NONPARTICIPATING. This Contract does not share in the Company's surplus or earnings.

NOTICE. Information or instructions given to the Company by You must be in a form satisfactory to the Company, referred to as Good Order. Such notice takes effect when the Company accepts it and it is recorded at the Service Center.

Any notice the Company sends to the Owner will be sent to the Owner's last known address unless the Owner requests otherwise in writing. Any request or notice must be sent to the Service Center, unless the Company advises You otherwise. You are responsible for promptly notifying the Company of any address change.

PROOF OF AGE OR SURVIVAL. The Company may require satisfactory proof of correct age at any time. If any payment under this Contract depends on the Annuitant, Owner or Beneficiary being alive, the Company may require satisfactory proof of survival.

PROTECTION OF PROCEEDS. Proceeds under this Contract are not assignable by any Beneficiary prior to the time such proceeds become payable. To the extent permitted by applicable law, proceeds are not subject to the claims of creditors or to legal process.

REPORTS. The Company will send You a report at least once a year. The Company will also send You reports as required by law. They shall be addressed to the last address of the Owner known to the Company.

TABLE OF INCOME OPTIONS

The following table is for this Contract whose net proceeds are $1,000, and will apply pro rata to the amount payable under this Contract.

UNDER OPTION 4		MONTHLY INSTALLMENT UNDER OPTIONS 1 OR 3							
No. of Monthly Install-ments	Monthly Install-ments	Age of Annui-tant	No. of Mos. Certain			Age of Annui-tant	No. of Mos. Certain		
		Unisex	Life	120	240	Unisex	Life	120	240
60	16.96	40	2.55	2.54	2.53	70	5.36	5.10	4.30
72	14.24	41	2.59	2.58	2.57	71	5.57	5.27	4.35
84	12.29	42	2.63	2.63	2.61	72	5.80	5.44	4.41
96	10.84	43	2.68	2.67	2.65	73	6.05	5.61	4.46
108	9.70	44	2.72	2.72	2.69	74	6.31	5.80	4.50
120	8.80	45	2.77	2.76	2.73	75	6.60	5.98	4.54
132	8.05	46	2.82	2.81	2.78	76	6.91	6.17	4.57
144	7.44	47	2.87	2.86	2.83	77	7.24	6.37	4.60
156	6.91	48	2.93	2.92	2.87	78	7.59	6.56	4.63
168	6.47	49	2.99	2.97	2.93	79	7.98	6.75	4.65
180	6.08	50	3.05	3.03	2.98	80	8.39	6.94	4.67
192	5.74	51	3.11	3.09	3.03	81	8.84	7.13	4.68
204	5.44	52	3.18	3.16	3.09	82	9.33	7.30	4.69
216	5.18	53	3.25	3.23	3.15	83	9.85	7.47	4.70
228	4.94	54	3.32	3.30	3.21	84	10.41	7.63	4.71
240	4.72	55	3.40	3.37	3.27	85	11.02	7.78	4.71
252	4.53	56	3.48	3.45	3.33	86	11.66	7.92	4.72
264	4.36	57	3.57	3.53	3.40	87	12.36	8.05	4.72
276	4.20	58	3.66	3.62	3.47	88	13.10	8.16	4.72
288	4.05	59	3.76	3.71	3.54	89	13.89	8.26	4.72
300	3.91	60	3.86	3.81	3.61	90	14.72	8.35	4.72
312	3.79	61	3.97	3.91	3.68	91	15.59	8.43	4.72
324	3.68	62	4.09	4.02	3.75	92	16.51	8.50	4.72
336	3.57	63	4.21	4.13	3.82	93	17.48	8.57	4.72
348	3.47	64	4.35	4.25	3.89	94	18.49	8.62	4.72
360	3.38	65	4.49	4.38	3.97	95	19.57	8.66	4.72
		66	4.64	4.51	4.04	96	20.72	8.70	4.72
		67	4.80	4.65	4.11	97	21.97	8.73	4.72
		68	4.97	4.79	4.17	98	23.35	8.75	4.72
		69	5.16	4.94	4.24	99	24.91	8.77	4.72

Note: Due to the length of the information, the factors for Option 2 are available from the Service Center upon Your request.

BASIS OF COMPUTATION. [The actuarial basis for the Table of Income Options shall be the Annuity 2000 Mortality Table, with an assumed net investment rate of 1.5%, and a 2% expense load.] The interest rate used in the present value calculation referred to in Options 3 and 4 will be determined by the Company, but in no instance will it be greater than 1% higher than the rate used to calculate the initial payment. The differential in the interest rates is equivalent to a fee for the recalculation and commutation of the payments. The Table of Income Options does not include any applicable tax. The benefits of this Contract will not vary due to expense and/or mortality results.

PERSPECTIVE II® (10/10) VARIABLE AND FIXED ANNUITY APPLICATION (VA620)

JACKSON®
NATIONAL LIFE INSURANCE COMPANY

Home Office: Lansing, Michigan
www.jackson.com

First Class Mail: P.O. Box 30314
Lansing, MI 48909-7814

Overnight Mail: 1 Corporate Way
Lansing, MI 48951

Customer Care: 800-873-5654
Bank or Financial Institution Customer Care: 800-777-7779
Fax: 800-943-6761
Hours: 8:00 a.m. to 8:00 p.m. ET
Email: contactus@jackson.com

Broker/Dealer or External Account No. (if applicable)

- **PLEASE PRINT**
- If Owner (and/or Joint Owner) is not a U.S. Citizen and/or a U.S. Resident, Form W-9 or Form W-8BEN (as applicable) is required with application.
- If Owner is a Trust, Trustee Certification form X5335 or trust documents are required with application.
- ! It is required for Good Order that you provide a physical address.
- Only include mailing address if different from physical address.
- Proceeds will be distributed in accordance with the Contract on the first death of either Owner.

Primary Owner

Type of Ownership: ☐ Individual/Joint ☐ Trust ☐ Custodian ☐ Corporation/Pension Plan

Social Security Number or **Tax I.D. Number**

Sex Male ☐ Female ☐

U.S. Citizen Yes ☐ No ☐

First Name **Middle Name** **Last Name**

Non-Natural Owner/Entity Name (if applicable)

Date of Birth (mm/dd/yyyy) / /

Telephone Number (including area code) ( )

Email Address

Physical Address Line 1 (No P.O. Boxes) **Line 2**

City **State** **ZIP Code**

Mailing Address Line 1 **Line 2**

City **State** **ZIP Code**

Joint Owner

First Name **Middle Name** **Last Name**

Social Security Number

Date of Birth (mm/dd/yyyy) / /

Sex Male ☐ Female ☐

U.S. Citizen Yes ☐ No ☐

Email Address

Relationship to Owner ☐ Spouse ☐ Other_____

Telephone Number (including area code) ( )

Physical Address Line 1 (No P.O. Boxes) **Line 2**

City **State** **ZIP Code**

Primary Annuitant

- Complete this section if different from Owner.

☐ **Same as Owner** **Sex** Male ☐ Female ☐ **U.S. Citizen** Yes ☐ No ☐

First Name | **Middle Name** | **Last Name**

Social Security Number | **Date of Birth** (mm/dd/yyyy) / / | **Telephone No.** (including area code) ( ) | **Relationship to Owner** ☐ Spouse ☐ Other_____

Physical Address Line 1 (No P.O. Boxes) | **Line 2**

City | **State** | **ZIP Code**

Joint/Contingent Annuitant

- Complete this section if different from Joint Owner.
- Contingent Annuitant **must** be Annuitant's spouse. Available only on a Qualified plan custodial account when electing a Joint GMWB.

☐ **Joint Annuitant** **OR** ☐ **Contingent Annuitant** **Sex** Male ☐ Female ☐ **U.S. Citizen** Yes ☐ No ☐

☐ **Same as Joint Owner**

First Name | **Middle Name** | **Last Name**

Social Security Number | **Date of Birth** (mm/dd/yyyy) / / | **Telephone No.** (including area code) ( ) | **Relationship to Owner** ☐ Spouse ☐ Other_____

Physical Address Line 1 (No P.O. Boxes) | **Line 2**

City | **State** | **ZIP Code**

Beneficiary(ies)

- It is required for Good Order that the Death Benefit Percentage be whole numbers and **must** total 100% for each beneficiary type.
- For additional beneficiaries, please attach a separate sheet, signed and dated by the Owner, which includes names, percentages, and other required information.

☐ **Primary** % **Percentage of Death Benefit**

Individual Name (First, Middle, Last) or Non-Natural Entity Name

Social Security/Tax I.D. Number | **Date of Birth** (mm/dd/yyyy) / / | **Relationship to Owner** ☐ Spouse ☐ Other_____

☐ **Primary** ☐ **Contingent** % **Percentage of Death Benefit**

Individual Name (First, Middle, Last) or Non-Natural Entity Name

Social Security/Tax I.D. Number | **Date of Birth** (mm/dd/yyyy) / / | **Relationship to Owner**

☐ **Primary** ☐ **Contingent** % **Percentage of Death Benefit**

Individual Name (First, Middle, Last) or Non-Natural Entity Name

Social Security/Tax I.D. Number | **Date of Birth** (mm/dd/yyyy) / / | **Relationship to Owner**

- Make all checks payable to **Jackson National Life Insurance Company®.**
- Jackson® will issue Annuity Type per the bold headings.

Premium Payment

Select method of payment

☐ Check $_____ ☐ Wire $_____

☐ External Transfer $_____ ☐ Internal Transfer $_____

Annuity Type

IRA:
- ☐ IRA - Traditional*
- ☐ Stretch IRA

Roth IRA:
- ☐ Roth Conversion
- ☐ Roth IRA*

*Tax Contribution Years and Amounts:
Year:_____ $_____
Year:_____ $_____

Non-Qualified Plan:
- ☐ Deferred Compensation
- ☐ Non-Tax Qualified

Qualified Plan:
- ☐ 401(k) Qualified Savings Plan
- ☐ Cash Balance-Defined Benefit
- ☐ Cash Balance-Defined Contribution
- ☐ HR-10 (Keogh) Plan
- ☐ Money Purchase
- ☐ Profit Sharing Plan
- ☐ Roth 401(k)
- ☐ Target Benefit Plan

TSA Plan:
- ☐ 403(b) TSA

SEP/IRA (408(k)):
- ☐ SARSEP
- ☐ SEP

ORP:
- ☐ ORP
- ☐ Texas ORP

Charitable Remainder Trust:
- ☐ Charitable Remainder Annuity Trust
- ☐ Charitable Remainder Unitrust

Statement Regarding Existing Policies or Annuity Contracts

- It is required for Good Order that this entire section be completed. COMPLETE X0512 "REPLACEMENT OF LIFE INSURANCE OR ANNUITIES" WHERE REQUIRED (**must** be dated on or before the Application Sign Date to be in Good Order).

I (We) certify that: (please select one)

☐ I (We) do not have any existing life insurance policies or annuity contracts.

☐ I (We) do have existing life insurance policies or annuity contracts.

Notice to Producer/Representative: If the Applicant does have existing life insurance policies or annuity contracts you must present and read to the Applicant the Replacement of Life Insurance or Annuities form X0512 - state variations may apply) and return the notice, signed by both the Producer/Representative and Applicant, with the Application.

Are you replacing an existing life insurance policy or annuity contract? Yes ☐ No ☐ **If yes, complete the following Company information.**

Company name	Contract number	Anticipated amount
		$
		$
		$

Transfer Information

- For transfers, it is required for Good Order that this entire section be completed.

Non-Qualified Plan Types: ☐ IRC 1035 Exchange ☐ Non-1035 Exchange

All Other Plan Types: ☐ Direct Transfer ☐ Direct Rollover ☐ Non-Direct Rollover

Please check the appropriate box(es) under the "Transfer Type" and "Client Initiated" headings. If you have already, or plan to submit a transfer request to the surrendering institution, please select "Yes" under "Client Initiated." **Jackson will only request the funds if this section is left blank or checked "No."**

Transfer Type	Client Initiated	Company releasing funds	Account number	Anticipated date of receipt	Anticipated transfer amount
☐ Full ☐ Partial	☐ Yes ☐ No			/ /	$
☐ Full ☐ Partial	☐ Yes ☐ No			/ /	$
☐ Full ☐ Partial	☐ Yes ☐ No			/ /	$

Annuitization/Income Date

Specify Income Date (mm/dd/yyyy)

/ /

If an Income Date is not specified, the Company will default to the Latest Income Date as shown in the Contract.

- If no Optional Death Benefit is selected your beneficiary(ies) will receive the standard death benefit. Please see the prospectus for details.
- **Optional Death Benefits and Other Optional Benefits: Additional charges will apply. Please see the prospectus for details.**
- Election Age limitations apply based on the age of the Owner(s) or Covered Lives.

Optional Death Benefits

All optional death benefits may not be available in all states and once selected cannot be changed.

Select only **one** of the following. May not be selected in combination with LifeGuard Freedom 6℠ DB.

5% Roll-Up Death Benefit (4% if the owner is age 70 or older on the date of issue) (Ages 0-79)

- ☐ With Highest Quarterly Anniversary Value Death Benefit
- ☐ Without Highest Quarterly Anniversary Value Death Benefit

6% Roll-Up Death Benefit (5% if the Owner is age 70 or older on the date of issue) (Ages 0-79)

- ☐ With Highest Quarterly Anniversary Value Death Benefit
- ☐ Without Highest Quarterly Anniversary Value Death Benefit

☐ **Highest Quarterly Anniversary Value Death Benefit** (Ages 0-79)

Other Optional Benefits

All optional benefits may not be available in all states and once selected cannot be changed.

Guaranteed Living Benefit Options

(May select only one GMWB or GMAB)

GMWB For Life

(For Life Guaranteed Minimum Withdrawal Benefits)

☐ **LifeGuard Freedom 6** (Ages 45-80)
For Life GMWB with Bonus & Annual Step-Up

☐ **LifeGuard Freedom 6 DB** [1] (Ages 45-75)
For Life GMWB with Bonus, Annual Step-Up & Death Benefit

☐ **LifeGuard Freedom 6 w/ Joint Option** [2,3,4] (Ages 45-80)
Joint For Life GMWB with Bonus & Annual Step-Up

☐ **LifeGuard Freedom 6 Net℠** (Ages 45-80)
For Life GMWB with Bonus, Annual Step-Up,
& Earnings-Sensitive Withdrawal Amount

☐ **LifeGuard Freedom 6 Net w/ Joint Option** [2,3,4] (Ages 45-80)
Joint For Life GMWB with Bonus, Annual Step-Up,
& Earnings-Sensitive Withdrawal Amount

☐ **Jackson Select℠** [5] (Ages 55-80)
For Life GMWB with Bonus, GWB Adjustment,
Annual Step-Up, & Transfer of Assets

☐ **Jackson Select w/ Joint Option** [2,3,4,5] (Ages 55-80)
Joint For Life GMWB with Bonus, GWB Adjustment,
Annual Step-Up, & Transfer of Assets

Guaranteed Living Benefit Options (Cont.)

GMWB (Guaranteed Minimum Withdrawal Benefits)

☐ **SafeGuard Max®** (Ages 0-85)
GMWB with 5-Year Step-Up

☐ **AutoGuard® 5** (Ages 0-80)
5% GMWB with Annual Step-Up

☐ **AutoGuard 6** (Ages 0-80)
6% GMWB with Annual Step-Up

GMAB (Guaranteed Minimum Accumulation Benefit)

☐ **Jackson GMAB** [6] (Ages 0-80)

Contract Enhancement Options

(May select only one) (Ages 0-87)

- ☐ **5% of first-year premium**
- ☐ **4% of first-year premium**
- ☐ **3% of first-year premium**
- ☐ **2% of first-year premium**

Withdrawal Options

☐ **20% Free Withdrawal Benefit** [7] (Ages 0-90)

☐ **5-Year Withdrawal Charge Schedule** (Ages 0-85)

Earnings Protection Benefit

☐ **EarningsMax®** (Ages 0-75)

[1] May not be selected in combination with an Optional Death Benefit.
[2] For Non-Qualified plans, spousal joint ownership required unless non-natural owner, then spousal joint annuitants required. Please ensure the Joint Owner section on Page 1 (including the "Relationship to Owner" box) is properly completed.
[3] For Qualified plans, excluding custodial accounts, 100% spousal primary beneficiary designation is required. Please ensure the Primary Beneficiary section on Page 2 (including the "Relationship to Owner" box) is properly completed.
[4] For Qualified plan custodial accounts, Annuitant's spouse must be designated as Contingent Annuitant.
[5] If selected, the 3, 5, and 7-Year Fixed Account Options and the Capital Protection Program are not available. The total number of allocations in the Premium Allocation section may not exceed 17.
[6] May not be selected in combination with a Contract Enhancement or with the Capital Protection Program. Premium payments will not be accepted after 90 days from the Issue Date. The required allocation percentage can be obtained from the Company. The total number of allocations in the Premium Allocation section may not exceed 17.
[7] May not be selected in combination with either the 3%, 4% or 5% Contract Enhancements.

Premium Allocation

Tell us how you want your annuity premiums invested. **TOTAL ALLOCATION MUST EQUAL 100%.**

Total number of allocation selections may not exceed 18.

- All premium allocation options may not be available in all states. Restrictions may apply at Jackson's discretion on a non-discriminatory basis.

JNL®	
%	Institutional Alt 20
%	Institutional Alt 35
%	Institutional Alt 50
%	Institutional Alt 65

JNL/AIM	
%	International Growth
%	Large Cap Growth
%	Global Real Estate
%	Small Cap Growth

JNL/American Funds®	
%	Blue Chip Income and Growth
%	Global Bond
%	Global Small Capitalization
%	Growth-Income
%	International
%	New World

JNL/Capital Guardian	
%	Global Balanced
%	Global Diversified Research
%	U.S. Growth Equity

JNL/Credit Suisse	
%	Commodity Securities
%	Long/Short

JNL/Eagle	
%	Core Equity
%	SmallCap Equity

JNL/Franklin Templeton	
%	Founding Strategy
%	Global Growth
%	Income
%	International Small Cap Growth
%	Mutual Shares
%	Small Cap Value

JNL/Goldman Sachs	
%	Core Plus Bond
%	Emerging Markets Debt
%	Mid Cap Value

JNL/Ivy	
%	Asset Strategy

JNL/JPMorgan	
%	International Value
%	MidCap Growth
%	U.S. Government & Quality Bond

JNL/Lazard	
%	Emerging Markets
%	Mid Cap Equity

JNL/M&G	
%	Global Basics
%	Global Leaders

JNL/Mellon Capital Management	
%	JNL 5
%	Dow℠ 10
%	S&P® 10
%	Global 15
%	25
%	Select Small-Cap
%	JNL Optimized 5
%	VIP
%	Dow Dividend
%	European 30
%	Nasdaq® 25
%	NYSE® International 25
%	Pacific Rim 30
%	S&P 24
%	S&P SMid 60
%	Value Line® 30
%	S&P 500® Index
%	S&P 400 MidCap Index
%	Small Cap Index
%	International Index
%	Bond Index
%	Index 5
%	10 x 10
%	Communications Sector
%	Consumer Brands Sector
%	Financial Sector
%	Healthcare Sector
%	Oil & Gas Sector
%	Technology Sector
%	Global Alpha

JNL/Oppenheimer	
%	Global Growth

JNL/PAM	
%	Asia ex-Japan
%	China-India

JNL/PIMCO	
%	Real Return
%	Total Return Bond

JNL/PPM America	
%	High Yield Bond
%	Mid Cap Value
%	Small Cap Value
%	Value Equity

JNL/Red Rocks	
%	Listed Private Equity

JNL/Select	
%	Balanced
%	Money Market
%	Value

JNL/T. Rowe Price	
%	Established Growth
%	Mid-Cap Growth
%	Short-Term Bond
%	Value

JNL/S&P Strategic	
%	S&P 4
%	Competitive Advantage
%	Dividend Income & Growth
%	Intrinsic Value
%	Total Yield

JNL/S&P Managed	
%	Conservative
%	Moderate
%	Moderate Growth
%	Growth
%	Aggressive Growth

JNL/S&P Disciplined	
%	Moderate
%	Moderate Growth
%	Growth

PREMIUM ALLOCATIONS CONTINUED ON PAGE 6.

Premium Allocation (Cont. from page 5)

- See the **NOTE** for some important terms regarding the Fixed Account Options.

Fixed Account Options
% 1-Year
% 3-Year
% 5-Year
% 7-Year

NOTE: The Contract permits Jackson without advance notice to restrict the amount of Premium payments into, and the amount and frequency of transfers between, into and from, any Fixed Account Option; to close any Fixed Account Option; and to require transfers from a Fixed Account Option. Accordingly, you should consider whether investment in a Fixed Account Option is suitable given your investment objectives.

Systematic Investment (periodic premium reallocation programs)

- Only the Investment Division(s) and the 1-Year Fixed Account Option (subject to availability) as selected in the Premium Allocation section will participate in Automatic Rebalancing.

Automatic Rebalancing. The 3-, 5- and 7-Year Fixed Account Options are not available for Automatic Rebalancing.

Frequency:

☐ Monthly ☐ Quarterly ☐ Semiannually ☐ Annually

Start Date (mm/dd/yyyy) _____

Note: If no date is selected, the program will begin one month/quarter/half-year/year (depending on the frequency you selected) from the date Jackson applies the first premium payment. If no frequency is selected, the frequency will be annual. No transfers will be made on days 29, 30 or 31, unless set up on annual frequency.

DCA+ ($15,000 contract minimum)

_____ % 6-month

_____ % 12-month

If DCA+ is selected, you must allocate Designated Option(s) using Systematic Investment Form (V2375).

DCA+ provides an automatic monthly transfer to the selected Investment Division(s) so the entire amount invested in this program, plus earnings, will be transferred by the end of the DCA+ term selected. If selected, the total number of elections in the Premium Allocation section may not exceed 17.

Capital Protection Program

☐ Yes ☐ No (If no selection is made, Jackson will default to "No.")

If you marked "Yes," which Fixed Account Option do you wish to select for the Capital Protection Program?
Select only one.

☐ 1-Year ☐ 3-Year ☐ 5-Year ☐ 7-Year

Having selected the Capital Protection Program, the balance of your initial premium will be allocated as indicated in the Premium Allocation section on pages 5 and 6.

Telephone and Electronic Transfers Authorization

By checking "Yes," I (we) authorize Jackson National Life Insurance Company (Jackson) to accept fund transfers/allocation changes via telephone, Internet, or other electronic medium from me (us) and my (our) Producer/Representative subject to Jackson's administrative procedures. This authorization is not extended to Authorized Callers.

Do you authorize these types of transfers? Yes ☐ No ☐

Jackson has administrative procedures that are designed to provide reasonable assurances that telephone/electronic authorizations are genuine. If Jackson fails to employ such procedures, it may be held liable for losses resulting from a failure to use such procedures. I (We) agree that Jackson, its affiliates, and subsidiaries shall not be liable for losses incurred in connection with telephone/electronic instructions received, and acted on in good faith, not withstanding subsequent allegations of error or mistake in connection with any such transaction instruction.

If no election is made, Jackson will default to "No" for residents of Nebraska, New Hampshire and North Dakota and to "Yes" for residents of all other states.

Electronic Delivery Authorization

I agree to receive documents electronically:

- Check the boxes next to the types of documents you wish to receive electronically. If an email address is provided, but no document type is selected, the selection will default to "All Documents."

- ☐ **ALL DOCUMENTS**
- ☐ Quarterly statements
- ☐ Periodic and immediate confirmation statements
- ☐ Annual and Semi-Annual reports
- ☐ Prospectuses and prospectus supplements
- ☐ Proxy and other voting materials
- ☐ Other Contract-related correspondence

This consent will continue unless and until revoked and will cover delivery to you in the form of a compact disc, by email or by notice to you of a document's availability on Jackson's website. Certain types of correspondence may continue to be delivered by the United States Postal Service for compliance reasons. Registration on Jackson's website (www.jackson.com) is required for electronic delivery of Contract-related correspondence.

My email address is:_____. I (We) will notify the company of any new email address.

The computer hardware and software requirements that are necessary to receive, process and retain electronic communications that are subject to this consent are as follows: To view and download material electronically, you must have a computer with Internet access, an active email account, Adobe Acrobat Reader and/or a CD-ROM drive. If you don't already have Adobe Acrobat Reader, you can download it free from www.adobe.com.

There is no charge for electronic delivery, although you may incur the costs of Internet access and of such computer and related hardware and software as may be necessary for you to receive, process and retain electronic documents and communications from Jackson. Please make certain you have given Jackson a current email address. Also let Jackson know if that email address changes. We may need to notify you of a document's availability through email. You may request paper copies, whether or not you consent or revoke your consent for electronic delivery, at any time and for no charge. Please contact the appropriate Jackson Service Center or go to www.jackson.com to update your email address, revoke your consent to electronic delivery, or request paper copies. Even if you have given us consent, we are not required to make electronic delivery and we have the right to deliver any document or communication in paper form. This consent will need to be supplemented by specific electronic consent upon receipt of any of these means of electronic delivery or notice of availability.

Authorized Callers

- If you want to authorize an individual other than your Producer/Rep to receive Contract information via telephone, please list that individual's information here.

First Name	Middle Name	Last Name

Social Security/Tax I.D. Number	Date of Birth (mm/dd/yyyy)
	/ /

First Name	Middle Name	Last Name

Social Security/Tax I.D. Number	Date of Birth (mm/dd/yyyy)
	/ /

Notice to Applicant

ARKANSAS, COLORADO, KENTUCKY, LOUISIANA, MAINE, NEW MEXICO, OHIO, PENNSYLVANIA, AND WEST VIRGINIA RESIDENTS, PLEASE NOTE: 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.

In **COLORADO**, any insurance company, or agent of an insurance company, who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding, or attempting to defraud, the policyholder or claimant with regard to a settlement or award payable from insurance proceeds, shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

DISTRICT OF COLUMBIA RESIDENTS, PLEASE NOTE: 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.

NEW JERSEY RESIDENTS, PLEASE NOTE: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

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

Client Acknowledgements

1. I (We) hereby represent to the best of my (our) knowledge and belief that each of the statements and answers contained in this application are true, complete and correctly recorded.
2. I (We) certify that the Social Security or Taxpayer Identification number(s) shown above is (are) correct.
3. **I (We) understand that annuity benefits, death benefit values, and withdrawal values, if any, when based on the investment experience of an Investment Division in the separate account of Jackson, are variable and may be increased or decreased, and the dollar amounts are not guaranteed.**
4. I (We) have been given a current prospectus for this variable annuity and for each available Investment Division.
5. I (We) have read and understand the supplemental document regarding the Fixed Account, including the limitations and restrictions on the allocations of premium and transfers that may be imposed without any advance notice. I (We) also understand that the protections of the federal securities laws do not extend to the Fixed Account Options.
6. The Contract I (we) have applied for is suitable for my (our) insurance and investment objectives, financial situation and needs.
7. I understand the restrictions imposed by 403(b)(11) of the Internal Revenue Code. I understand the investment alternatives available under my employer's 403(b) plan, to which I may elect to transfer my Contract Value.
8. I (We) understand that the Contract's Fixed Account Minimum Interest Rate will be redetermined each Redetermination Date. The redetermined rate, which may be higher or lower than the Initial Fixed Account Minimum Interest Rate, will apply for that entire Redetermination Period.
9. **I (We) understand that allocations to the Fixed Account Options are subject to an adjustment if withdrawn or transferred prior to the end of the applicable period, which may reduce amounts withdrawn or transferred.**
10. I (We) certify that the age of the Owner and any Joint Owner, primary spousal Beneficiary, Annuitant, Joint Annuitant, or Contingent Annuitant, if applicable, stated in this application are true and correctly recorded.

It is required for Good Order that all applicable parties to the Contract sign here.

Owner's Signature	Date Signed (mm/dd/yyyy)	State where signed
	/ /	

Owner's Title (required if owned by an Entity)

Joint Owner's Signature	Date Signed (mm/dd/yyyy)	State where signed
	/ /	

Annuitant's Signature (if other than Owner)	Date Signed (mm/dd/yyyy)	State where signed
	/ /	

Joint Annuitant's Signature (if other than Joint Owner)	Date Signed (mm/dd/yyyy)	State where signed
	/ /	

Complete this certification regarding sales material section only if:

- Your client has other existing policies or annuity contracts

AND

- Will be either terminating any of those existing policies or using the funds from existing policies to fund this new Contract.

Producer/Representative Acknowledgements

I certify that:

☐ I did not use sales material(s) during the presentation of this Jackson product to the applicant.

☐ I used only Jackson-approved sales material(s) during the presentation of this Jackson product to the applicant. In addition, copies of all approved sales material(s) used during the presentation were left with the applicant.

By signing this form, I certify that:

1. I am authorized and qualified to discuss the Contract herein applied for.
2. I have fully explained the Contract to the client, including Contract restrictions and charges and I believe this transaction is suitable given the client's financial situation and needs.
3. The Producer/Representative's Certification Regarding Sales Material has been answered correctly.
4. I have read Jackson's Position With Respect to the Acceptability of Replacements (XADV5790) and ensure that this replacement (if applicable) is consistent with that position.
5. The applicant's Statement Regarding Existing Policies or Annuity Contracts has been answered correctly to the best of my knowledge and belief.
6. The applicant's statement as to whether or not an existing life insurance policy or annuity contract is being replaced is true and accurate to the best of my knowledge and belief.
7. I have complied with requirements for disclosures and/or replacements as necessary.

Jackson Prod./Rep. No. | **Producer/Representative Signature** | **Date Signed** (mm/dd/yyyy) / /

First Name | **Middle Name** | **Last Name**

Broker/Dealer Name

Program Options A ☐ B ☐ C ☐ D ☐ E ☐

- **Program Options Note:** Contact your home office for program information. If no option is indicated, the designated default will be used.

Address (number and street) | **City** | **State** | **ZIP Code**

Email Address | **Business Telephone No.** (including area code) ( ) | **Percentage** %

It is required for Good Order that all Producer/Rep numbers be supplied.

If more than one Producer/Representative is participating in a Program Option on this case, please provide all Producer/Representative names, Jackson Producer/Representative numbers and percentages for each (totaling 100%).

Producer/Representative Name | **Jackson Producer/Representative No.** | **Percentage** %

Producer/Representative Name | **Jackson Producer/Representative No.** | **Percentage** %

Not FDIC/NCUA Insured • Not Bank/CU guaranteed • May lose value
Not a deposit • Not insured by any federal agency

Supporting Document Schedules

Item Status: **Status Date:**

Bypassed - Item: Flesch Certification

Bypass Reason: Not applicable

Comments:

Item Status: **Status Date:**

Satisfied - Item: Application

Comments:

See Form Schedule Tab.

Item Status: **Status Date:**

Satisfied - Item: Statement of Variability

Comments:

Attachments:

VA620 Statement of Variability - Base.pdf

VDA 620 04-10 Statement of Variability - Base.pdf

Item Status: **Status Date:**

Satisfied - Item: Letter from Robert Shapiro

Comments:

Attachment:

Letter from Robert Shapiro.pdf

JACKSON NATIONAL LIFE INSURANCE COMPANY
STATEMENT OF VARIABILITY
VA620

Revised: 03/30/10

Page	Bracketed (Variable)	Range of Variables
Face	1 Corporate Way Lansing, Michigan 48951 www.jackson.com	This is the current address and website of Jackson National Life Insurance Company, and it is appropriate to bracket the information as variable. In the future, if changed, it will reflect a different valid street address within the confines of the United States, as well as a valid Company website.
Face	Free Look 10 days	The standard right to examine period is 10 days. If Your state requires a longer period, or an additional number of days for replacement business or a number of days for replacements it will be reflected appropriately on the face page. If we choose to extend the number of days in the future, we will replace the 10 days (or the days noted for replacements) with a new number of days, which will never exceed 60 days.
Face	Signature of Jackson National Life's Secretary and President	As the identity of these individuals could change over time, it is appropriate to bracket them as variable. The identities of these company officers has no material effect on the risk assumed by Jackson National Life Insurance Company or the contract owner under the contract.
2	Table of Contents Page Numbers	Information bracketed on this page as variable are the page numbers of the contract. As these may change in the future based on any approved additions or deletions to the contract, they have been considered variable. It is Jackson National Life Insurance Company's position that these page numbers do not materially affect the risk assumed by either it or the contract owner under the contract.
3a	Initial Fixed Account Minimum Interest Rate [1.10%]	Not less than 1% or greater than 3% Will never be less than that required to comply with the Standard Nonforfeiture Law for Individual Deferred Annuities.
3b	Mortality and Expense Charge: [1.10%]	Not less than 0.05% or more than 3%
3b	Administration Charge: [0.15%]	Not less than 0.05% or more than 0.25%
3b	Total Asset Based Charges: [X.XX%] [during Contract Years 1 – [X] and [X.XX%] afterward]	Total Asset Based Charges include charges for any optional benefits elected and will not be less than 0.10% or more than 10%. The number of years will not be less than 2 or more than 10 years. The clause [during Contract Years 1-[7] and [X.XX%] afterward] will not be included if there is no change in the Total Asset Based Charges.
3c	Annual Contract Maintenance Charge [$35.00]	Not less than $0 or more than $50
3c	Contract Value at or above which the Annual Contract Maintenance Charge will be waived [$50,000]	Not less than $50 or more than $1,000,000.
3c	Withdrawal Charge: [8.50%, 7.50%, 6.50%, 5.50%, 5.00%, 4.00%, 2.00%, 0.00%]	Not to exceed 10.0% and never more than that required to comply with the Standard Nonforfeiture Law for Individual Deferred Annuities.
3c	Older Ages Maximum Withdrawal Charge Percentages: [7.25%, 6.50%, 5.50%, 4.50%, 3.75%, 2.75%, 1.75%, 0.75%, 0.00%]	Not to exceed 7.25% and never more than that required to comply with the Standard Nonforfeiture Law for Individual Deferred Annuities.
3d	Transfer/Transfer Charge [$25.00]	Not less than $0 or more than $50
3d	Free Transfers [15]	Not less than 10 or more than 20
3e	Initial Premium (minimum nonqualified) [$5,000]	Not less than $2,000 or more than $1,000,000 The initial premium required at application on non-qualified contracts has been shown as bracketed in the Contract so that the Company

		will be able to raise or lower the minimum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
3e	Initial Premium (minimum qualified) [$2,000]	Not less than $2,000 or more than $1,000,000 The initial premium required at application on qualified contracts has been shown as bracketed in the Contract so that the Company will be able to raise or lower the minimum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
3e	Subsequent Premium(s) [$500]	Not less than $100 or more than $1,000 The minimum subsequent premium accepted by the Company has been shown as bracketed in the Contract so that the Company will be able to raise or lower the minimum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
3e	[$50] if made in connection with an automatic payment plan	Not less than $10 or more than $1,000.
3e	Premium (maximum) [$1,000,000]	Not less than $100,000 or more than $2,000,000. The maximum amount of premium accepted by the Company has been shown as bracketed in the Contract so that the Company will be able to raise or lower the maximum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
3e	Premium (minimum allocated) [$100]	Not less than $50 or more than $500.
3e	[15] free transfers in a Contract Year	Not less than 0 or more than 50.
3f	Fixed Account Options: [1-Year Period; 3-Year Period; 5-Year Period; and 7-Year Period, the availability of which to be determined by the Company]	Fixed Account Option Period could be 1 through 10 years.
3f	Service Center Addresses and Telephone Number: Jackson Service Center [P.O. Box 24068 Lansing, MI 48909-4068 1-800-644-4565] Express Mail: [Jackson Service Center 1 Corporate Way	This is the current service center address and telephone number, and it is appropriate to bracket the information as variable. In the future, if changed, it will reflect a different valid street address within the confines of the United States, as well as a valid telephone number.

	Lansing, MI 48951]	
6	Nonqualified Plan—Section of IRC [401, 403, 408, 408A, 457]	Any section of the Internal Revenue Code
6	Qualified Plan—Section of IRC [401, 403, 408, 408A, 457]	Any section of the Internal Revenue Code
11	Minimum Contract Value to participate in a dollar cost averaging or automatic transfer of earnings program [$15,000]	Not less than $10,000 or more than $50,000.
13	Contract Options: [eighteen]	Not less than 10 or more than 100.
16	Minimum partial withdrawal not made in connection with a systematic withdrawal program: [$500]	Not less than $100 or more than $1,000.
16	Minimum Contract Value remaining after a Withdrawal: [$100]	Not less than $50 or more than $500.
16	Minimum partial withdrawal made in connection with a systematic withdrawal program: [$50]	Not less than $25 or more than $100.
18	Maximum withdrawal under Waiver of Withdrawal Charge due to Terminal Illness: [$250,000]	Not less than $50,000 or more than $500,000. The maximum withdrawal made in connection with the Terminal Illness Benefit has been shown as bracketed in the Contract so that the Company will be able to raise or lower the maximum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
21	Maximum withdrawal under Waiver of Withdrawal Charge for Extended Care: [$250,000]	Not less than $50,000 or more than $500,000. The maximum withdrawal made in connection with the Extended Care Benefit has been shown as bracketed in the Contract so that the Company will be able to raise or lower the maximum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
25	Income Options: [120 months]	Not less than 60 months or more than 360 months. The number of months offered for a period certain income option has been shown as bracketed in the Contract so that the Company will be able to raise or lower the number of months offered on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
25	Maximum amount applicable to an Income Option for which the Company can mandate that any income payment be a lump-sum payment: [$5,000]	Not less than $1,000 or more than $10,000.
25	Maximum income payment for which the Company can stipulate the frequency of income payments: [$50]	Not less than $20 or more than $100. The maximum income payment for which the Company can stipulate the frequency of income payments has been shown as bracketed in the Contract so that the Company will be able to raise or lower the

		maximum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
25	Resulting income payment if frequency of income payments is stipulated by the Company: [$50]	Not less than $20 or more than $100. The resulting income payment if frequency of income payments is stipulated by the Company has been shown as bracketed in the Contract so that the Company will be able to raise or lower the minimum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
26	Option 3-Life Annuity with [120] or [240] month period certain.	Not less than 60 months or more than 360 months. The number of months offered for a period certain income option has been shown as bracketed in the Contract so that the Company will be able to raise or lower the number of months offered on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
26	Option 4- Income for a specified period, years [5] to [30]	Not less than 5 years or more than 60 years. The number of years offered for a specified period income option has been shown as bracketed in the Contract so that the Company will be able to raise or lower the number of years offered on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
29, 29U	Table of Income Options	Table will change to reflect the appropriate factors if a new Basis of Computation is adopted.
29, 29U	Basis of Computation: [The actuarial basis for the Table of Income Options shall be the Annuity 2000 Mortality Table, with an assumed net investment rate of 1.5%, and a 2% expense load.]	The mortality table may change if a new mortality table is adopted. The assumed net investment rate will not be less than 1% or more than 5%. The expense load will not be less than 0% or more than 3%.

JACKSON NATIONAL LIFE INSURANCE COMPANY
STATEMENT OF VARIABILITY

Form Numbers: VDA 620 04/10

Revised: 03/30/10

Page(s)	Bracketed (Variable)	Range of Variables
1	[Perspective II (10/10)]	This is the current marketing name for this contract. The marketing name on the applications may change to correspond with any changes made to the marketing name of the contracts. This edition date could change to reflect subsequent product launches.
1	[(VA620)]	This is the current underlying contract with which this application will be used. This form number could change to reflect a different approved contract.
1, 7	[Home Office: Lansing, Michigan www.jackson.com]	This is the current home office address, city/state and website of Jackson National Life Insurance Company. In the future, if changed, this will reflect a different, valid address within the confines of the United States, as well as a valid Company website.
1	Customer Care Mailing Address and Contact Information	These are the current post office boxes and toll-free telephone numbers of Jackson's Customer Care Service Centers. In the future, if changed, this will reflect a valid street address within the confines of the United States, as well as a valid telephone number and email address.
1	Type of Ownership: [Individual/Joint Trust Custodian Corporation/Pension Plan]	These are the current types of annuity ownerships the Company is currently tracking. Should Company needs require a change to add to or eliminate ownership types for tracking, this section would be modified.
1	[Form W-9] [Form W-8BEN]	These are the IRS forms that are required for all non-US Citizen and/or non-US resident applicants. In the future, if the IRS changes the form number of these forms, this will reflect the valid IRS form number.
1	Trustee Certification form [X5335]	This is the current form number for the administrative form listed. In the future, if changed, this will reflect an updated administrative form number.
1-9	Control Number [V620 10/10]	This number would change if there were a change to the bracketed information on the application requiring revision of the applications. If changed, this will reflect a revised control number and/or revision date.
3	[Annuity Type] section	The IRS rules regarding annuity types may change. Any changes regarding annuity types made by IRS rules would be changed in this section as well.
3	Notice Regarding Replacement form [X0512]	This is the current form number for the administrative form listed. In the future, if changed, this will reflect an updated administrative form number.
3	Transfer Information [Non-Qualified Plans Types: IRC 1035 Exchange Non-1035 Exchange All Other Plan Types: Direct Transfer Direct Rollover Non-Direct Rollover]	These are the current transfer options offered by the Company. Any different information will reflect new market options.
4	Optional Death Benefits	These are the Optional Death Benefits options offered by the Company. Additional benefits may be added (as approved) or removed.
4	Other Optional Benefits	These are the Other Optional Benefits options offered by the Company. Additional benefits may be added (as approved) or removed.
5	Number of Premium allocations allowed: [18]	This is the number of allocations that are currently allowed by our IT systems. The number of allocations may change as our IT systems are upgraded, not to exceed 100.
5	Premium Allocation section. Investment Division names	These are the current Investment Divisions offered by the Company. In the future, if changed, the Investment Divisions offered by the Company will reflect Investment Division names that have been appropriately filed with the SEC.
6	Fixed Account Options names	These are the current Fixed Account Options offered by the Company. The Company may offer one Fixed Account Option, any

Page(s)	Bracketed (Variable)	Range of Variables
		combination of Fixed Account Options or no Fixed Account Option based upon the yield on investments available to the Company in relation to the statutory minimum interest rate.
6	Automatic Rebalancing option	These are the current rebalancing options offered by the company. Any different information will reflect currently available rebalancing options offered by the Company.
6	DCA+ option	These are the current DCA+ options offered by the company. Any different information will reflect currently available DCA+ options offered by the Company.
6	Systematic Investment Form [(V2375)]	This is the current form number for the administrative form listed. In the future, if changed, this will reflect an updated administrative form number.
6	Capital Protection Program (for products where available)	These are the current capital protection options offered by the company. Any different information will reflect currently available rebalancing options offered by the Company.
6	Telephone/Electronic Transfers Authorization If no election is made, Jackson will default to "No" for residents of [Nebraska, New Hampshire and North Dakota] and to "Yes" for residents of all other states.	These are the states that currently require the Company to default to No for authorization of telephone/electronic transfers. Any additional states will reflect a requirement made by that state.
7	Electronic Delivery of Statements/Correspondence [□ ALL DOCUMENTS □ Quarterly statements □ Periodic and immediate confirmation statements □ Annual and Semi-Annual reports □ Prospectuses and prospectus supplements □ Proxy and other voting materials □ Other Contract-related correspondence.]	These are the current documents offered electronically by the Company. Any different information will reflect new statements or correspondence provided by the Company.
7	[www.adobe.com]	This is this website for Adobe Systems Incorporated. Any different web address will reflect the current website where Adobie Acrobat Reader or other software program may be downloaded.
8	Notice to Applicant section: Fraud Notice Disclosures	Bracketed for changes required by states for disclosure regarding fraud notice.
9	Position With Respect to the Acceptability of Replacement Materials [XADV5790]	This is the current form number for the administrative form listed. In the future, if changed, this will reflect an updated administrative form number.
9	Program Options [□ Option A etc.]	These are the current program options available to the Producer. The Company could add options or delete options.

JORDENBURT

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(860) 392-5000
FAX: (860) 392-5058

APRIL 13, 2010

VIA SERFF® AND E-MAIL

Ms. Linda Bird
Life and Health Compliance Officer
Life and Health Division
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201-1904

Re: SERFF Tracking Number: Jack-1265304
State Tracking Number: 45322

Dear Ms. Bird:

I. Background and Overview

In accordance with your suggestion during our telephone conversation yesterday, this is in response to an Objection Letter issued by the Arkansas Insurance Department (the "Department") to Jackson National Life Insurance Company ("Jackson") with respect to certain deferred variable and fixed annuity contracts, Company Tracking Numbers VA610, VA620, VA630, and VA640 (the "Contracts").

Specifically, we are writing as counsel on behalf of Jackson concerning the following language that appears in the Objection Letter:

> "Filings of variable contracts must be accompanied by a certification that Regulation 33, in particular Articles VI, VII, IX and XI, has been reviewed and that the company is in compliance. Although Regulation 33 is specifically addressed to variable life, many of the same concerns affect variable annuities and the regulation should be satisfied in as far as it applies to annuities."

Contrary to the above-quoted language, we respectfully submit that Variable Life Insurance Rule and Regulation 33 does not (and should not) apply to variable annuities at all. This is discussed further in part II. below.

Moreover, as we discussed, it appears that a number of other insurance companies have not been required to certify to compliance with Rule and Regulation 33 in the manner contemplated by the Objection Letter. In this connection, we have reviewed nine of the most recently-available filings relating to variable annuity contracts under "Life and Health Division—Filings Available for Viewing" on the Department's internet site. We understand that all of such filings that are available for viewing relate to contracts that have been approved for sale in Arkansas. In none of these filings that we reviewed, with the exception of one, did we find any certification for compliance with Rule and Regulation 33, although those filings did include certifications with respect to compliance with Rule and Regulation 6. With respect to the filing that referenced compliance with Rule and Regulation 33, the certification was limited to compliance with Article XI regarding agents' qualifications to sell "variable life insurance."

Questions of competitive fairness of course would arise if the Department were to follow any procedure whereby the Contracts are subject to requirements that are not applicable to other essentially similar variable annuities. If Rule and Regulation 33 were applied to the Contracts, Jackson (depending on how Rule and Regulation 33 were interpreted in this context) could be subject to burdens that have not been imposed on its competitors. (Some of the potential issues that Rule and Regulation 33 would raise in the variable annuity context are discussed in part II. below.) Accordingly, if the Department determines to impose additional requirements with respect to variable annuity contracts, it is essential that the Department do so in a manner that assures fundamental fairness among competitors.

In this connection, if the Department has changed its position on what certifications are required in the filing of variable annuity contracts, one would expect that change to be publicly announced. However, we have to date been unable locate any such announcement. If such an announcement had been made in advance, interested parties would have been able to comment on it prior to being required to comply with any change, and we believe that such comments could prove highly useful to the Department. Some of the reasons for not requiring a certification to compliance with Rule and Regulation 33 by filers of variable annuity contracts are included below.

II. Inapplicability of Rule and Regulation 33 to Variable Annuities

The language of Rule and Regulation 33 is entirely clear that it applies only to variable life insurance. In particular, for example, the introductory language at the beginning of each of Articles VI, VII, and IX makes specific reference to variable life insurance in a manner that precludes any interpretation that would make those Articles applicable to variable annuities. The same is true of both sections of Article XI (*i.e.,* Sections 1 and 2 thereof).

Article XIII, moreover, specifically states that Rule and Regulation 33 is intended "to replace any provisions of Rule and Regulation 6, 'Variable Annuity Contracts', as it may pertain to variable life insurance." There is no suggestion that any portion of Rule and Regulation 33 applies to variable annuity contracts. Rather, Article XIII states: "The provisions of Rule and Regulation 6 that regulate variable annuities shall remain undisturbed by this regulation."

In this connection, various of the requirements of Rule and Regulation 33 would be difficult or illogical to apply in the variable annuity context, to the extent that they are inconsistent with the current regulatory/disclosure regime that applies to those products. For example:

a. *Paragraph 7 of Article VII of Rule and Regulation 33* requires illustrations to be delivered to variable life purchasers at or prior to application. While delivery of such illustrations has long been standard industry practice in the variable life insurance arena, such illustrations are in most cases not used with respect to variable annuity products (including Jackson's). The SEC, FINRA,[1] and insurance regulators, of course, have given extensive attention to the question of variable annuity illustrations and have not deemed such illustrations to be necessary as a general matter.

b. *Paragraph 4 of Article VII* requires that variable life purchasers receive a "statement of the charges levied against the separate account during the previous year." Purchasers of the Contracts will receive (at or prior to application) the prospectus for the Contracts (the "Contract Prospectus"), which will contain extensive information about the amounts and rates of charges that the purchasers will directly or indirectly bear pursuant to the terms of the Contracts, and those are the only charges that could be said to be "levied against the separate account." This is the type of disclosure about variable annuity charges that the SEC, FINRA, and insurance regulators have (based on extensive consideration of the subject) deemed to be sufficient as a general matter.

It would be highly problematic if paragraph 4 of Article VII were interpreted to require that, in addition to the foregoing disclosure about the amounts and rates of charges that a variable annuity purchaser will bear, the purchaser must also be provided with disclosure about the actual dollar amount of charges that were removed from the separate account during the previous year. It is not customary for variable annuity purchasers to be provided with this type of information (although it is available in the

[1] We mention the SEC and FINRA here and further below, in part because of the strong positions those bodies traditionally take in the protection of investors generally and, in particular, their longstanding attention to the types of variable insurance product disclosure issues that are addressed in Article VII. Moreover, the SEC, FINRA and insurance regulators have a long and commendable history of working to avoid taking contradictory positions on such matters.

Statement of Additional Information that is incorporated by reference into the Contract Prospectus and that purchasers are advised will be provided to them free of charge on request).

Moreover, disclosure of the dollar amount of charges deducted from the separate account during the previous year would not be meaningful to purchasers, because the rates of such charges that will actually apply to each purchaser depend heavily on the purchaser's particular circumstances, especially what optional benefit features the purchaser selects. Because modern variable annuity products involve such a wide variety of benefit options with their own distinct charge structures, purchasers would receive no benefit from any interpretation of paragraph 4 that required them to receive disclosure of dollar amounts of charges actually deducted from the separate account during the previous year. If anything, such disclosure would likely be confusing to purchasers, if not misleading.

c. *Paragraph 3 of Article VII* requires that prospective variable life purchasers receive "a statement of the net investment return of the separate account for each of the last ten years or such lesser period as the separate account has been in existence." The Contract Prospectus that purchasers receive contains extensive information about the changes in unit values of the separate account's investment divisions that are relevant to the Contracts over the time that such units have been in existence. This provides considerable information about separate account investment performance. In addition, purchasers receive extensive information about the investment performance of the underlying mutual funds in which the separate account investment divisions invest (which mutual fund performance, of course, forms the basis of the separate account's investment performance, including changes in unit values). Finally, information about the separate account's net investment performance for the most recent 5 years is set forth in the Statement of Additional Information which, as noted above, is available to purchasers and prospective purchasers free of charge on request.

It would not be helpful to investors to interpret Paragraph 3 of Article VII to require that they receive additional information about the separate account's net investment return. As noted under "b" above, under modern variable annuity contracts, the charges that apply to any one purchaser are likely to be so different from the charges that apply to other purchasers that information about a separate account's net investment return is of questionable value to purchasers and may, indeed, confuse or mislead some of them. For these and other reasons, the SEC, FINRA, and insurance regulators, having extensively considered questions of performance disclosure, have generally required only that variable annuity purchasers receive the type of information that Jackson provides, as discussed above.

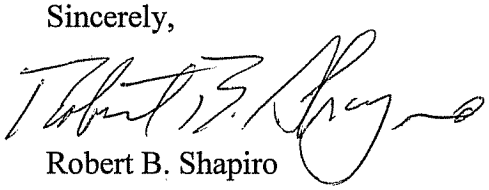
For these and other reasons, any attempt to apply Rule and Regulation 33 to variable annuities would give rise to numerous difficulties and questions, which underscores that Rule and Regulation 33 does not and should not apply to variable annuities.

III. Conclusion

Under the circumstance, we do not believe that the requirements of Rule and Regulation 33 apply or should be applied with respect to the Contracts. Accordingly, we respectfully request your reconsideration of the application of Rule and Regulation 33 to the Contracts.

Please contact me, or, in my absence, Thomas C. Lauerman (202) 965-8156, if you h3ave any further question or require any additional information in this regard.

Sincerely,



Robert B. Shapiro

Susan Rhee, Esq.

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