

SERFF Tracking Number: FRCS-126623858 State: Arkansas  
 Filing Company: First Investors Life Insurance Company State Tracking Number: 45710  
 Company Tracking Number: 5362  
 TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable  
 Product Name: LPO SPIA  
 Project Name/Number: Firstinv/86/86

## Filing at a Glance

Company: First Investors Life Insurance Company

Product Name: LPO SPIA SERFF Tr Num: FRCS-126623858 State: Arkansas  
 TOI: A05I Individual Annuities- Immediate Non- Variable SERFF Status: Closed-Approved- Closed State Tr Num: 45710  
 Sub-TOI: A05I.000 Annuities - Immediate Non- variable Co Tr Num: 5362 State Status: Approved-Closed  
 Filing Type: Form Reviewer(s): Linda Bird  
 Authors: Jana Ellmaker, Kevin Wiggs Disposition Date: 05/20/2010  
 Date Submitted: 05/18/2010 Disposition Status: Approved-Closed  
 Implementation Date Requested: On Approval Implementation Date:  
 State Filing Description:

## General Information

Project Name: Firstinv/86 Status of Filing in Domicile: Pending  
 Project Number: 86 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: 05/20/2010 Explanation for Other Group Market Type:  
 State Status Changed: 05/20/2010  
 Deemer Date: Created By: Kevin Wiggs  
 Submitted By: Kevin Wiggs Corresponding Filing Tracking Number:  
 Filing Description:

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

Our fee of \$100.00 has been sent by EFT on this same date.

The Company offers their assurances that the Complaint Notice required by Section 23-79-138 and the Guaranty Association notice required by Regulation 49 will be provided.

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Form LPO-1 (04/10)(AR) is a single premium immediate annuity. It will be used only to establish terms and conditions for settlement options exercised in the case of death benefit settlement, surrender or maturity of a life insurance policy where the owner or beneficiary does not elect a lump sum option. This annuity will not be marketed to the public at large. Payment options are variable to allow the owner or beneficiary to choose from the settlement options offered under the life insurance policy from which death, settlement or maturity proceeds are payable, or to elect other options that the Company may make available. Application form LPO-App (04/10)(AR) will be used to apply for this annuity contract.

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

If you have any questions or need additional information, please call toll-free 1-800-927-2730. Thank you for your assistance.

## Company and Contact

### Filing Contact Information

Kevin Wiggs, Compliance Specialist kevin.wiggs@firstconsulting.com  
 1020 Central 800-927-2730 [Phone] 2736 [Ext]  
 Suite 201 816-391-2755 [FAX]  
 Kansas City, MO 64105

### Filing Company Information

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

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

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$100.00  
 Retaliatory? No  
 Fee Explanation: AR fee of \$50 per form = \$100.  
 Per Company: No

*SERFF Tracking Number:* FRCS-126623858      *State:* Arkansas  
*Filing Company:* First Investors Life Insurance Company      *State Tracking Number:* 45710  
*Company Tracking Number:* 5362  
*TOI:* A051 Individual Annuities- Immediate Non-Variable      *Sub-TOI:* A051.000 Annuities - Immediate Non-variable  
*Product Name:* LPO SPIA  
*Project Name/Number:* Firstinv/86/86

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
First Investors Life Insurance Company	\$100.00	05/18/2010	36632586

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/20/2010	05/20/2010



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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Third Party Authorization		Yes
Supporting Document	Statement of Variability		Yes
Form	Individual Single Premium Immediate Annuity Contract		Yes
Form	Individual Single Premium Immediate Annuity Application		Yes

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 Variable  
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## Form Schedule

### Lead Form Number: LPO-1 (04/10)(AR)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	LPO-1 (04/10)(AR)	Policy/Contract	Individual Single Premium Immediate Annuity Contract Certificate	Initial		57.100	LPO-1 _04-10__AR_Contract_dist.pdf
	LPO-App (04/10)(AR)	Application/Enrollment Form	Individual Single Premium Immediate Annuity Application	Initial		51.700	LPO-App _04-10__AR_Application_dist.pdf



First Investors Life

**First Investors Life Insurance Company**

[110 Wall Street New York, N.Y. 10005]

[(800) 832-7783] [www.firstinvestors.com]

## **SINGLE PREMIUM IMMEDIATE ANNUITY CONTRACT**

- **Payments Beginning on First Payment Date**
- **No Surrender Value**
- **Non-Participating – No Annual Dividend**

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First Investors Life agrees to make Payments to the Owner as set forth in this Contract beginning on the First Payment Date.

Signed for First Investors Life Insurance Company at its  
Home Office in New York, New York

[Carol E. Springsteen, President]

[Carol L. Brown, Secretary]

### **RIGHT TO EXAMINE CONTRACT**

If for any reason the Owner is dissatisfied with this Contract, upon return of the Contract to the Company or to the insurance agent through whom it was purchased within a period of 10 days after its receipt by the Owner (30 days if this Contract is replacing another Life or Annuity Contract) the premium paid will be returned to the Owner, whereupon the Contract shall be void from the beginning and the Owner and the Company shall be in the same position as if no Contract had been issued.

**This is a contract between the Owner of the Contract and the Company.**

**IT IS IMPORTANT THAT YOU READ YOUR CONTRACT CAREFULLY.**

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# CONTRACT SCHEDULE

## Contract Data

<b>Form Number</b>	LPO-1 (04/10)(AR)	<b>Contract Number</b>	[0000123456]
<b>Issue Date</b>	[June 1, 2009]	<b>First Payment Date</b>	[July 1, 2010]
<b>Owner</b>	[John Doe]	<b>Premium Payment</b>	[\$100,000.00]
<b>Source Policy #</b>	[1234565789]		
<b>Beneficiary</b>	As designated by you in the Application as of the Issue Date unless you later change your designations in accordance with the Contract Provisions.		

## Payment Option

[**Single Life Income Annuity, Guaranteed for 5, 10 or 20 Years** – Payments commence on the First Payment Date and are guaranteed in the amount and frequency for the Guaranteed Period shown in this Contract Schedule and thereafter are made for the life of the Owner. If the death of the Owner occurs during the Right to Examine Contract Period as shown on the cover page, the Proceeds less any Payments already paid will be refunded. If the death of the Owner occurs after the Right to Examine Contract Period, and during the Guaranteed Period, payments will be continued for the remainder of the Guaranteed Period to the Beneficiary. No other benefit is payable after the Guaranteed Period as a result of the death of the Owner.]

## Payment Option Specifications

<b>Frequency of Annuity Payment</b>	[Monthly]
<b>Initial Annuity Payment</b>	[\$123.56]
<b>Guaranteed Period</b>	[Ten Years]
<b>Income Increase Percentage</b>	[N/A]
<b>Income Change Date</b>	[N/A]
<b>Proceeds Left at Interest Guaranteed Interest Rate</b>	[2.50%]

## Administrative Office

**Correspondence and Notices should be addressed to us at:**

**First Investors Life Insurance Company**  
In Force Services Department  
[Raritan Plaza 1]  
[P.O. Box 7836]  
[Edison, NJ 08818-7836]  
[800-832-7783]

## **A. Definitions**

Frequently used terms you need to know to understand this Contract are defined below. Other terms in the Contract have the meaning ascribed to them in the context in which they first appear.

- (a) **Administrative Office:** The office indicated in the Contract Schedule to which Notices, requests and other communications must be sent. We will notify you in writing and provide you with an address if we designate another office for contract administration and/or the receipt of correspondence and requests.
- (b) **Beneficiary:** The person named to receive any unpaid Payments payable upon death of the Owner.
- (c) **Company (also “we”, “us” or “our”):** First Investors Life Insurance Company.
- (d) **Contract Year:** A one-year period of time as measured from the Issue Date.
- (e) **Issue Date:** The date shown in the Contract Schedule on which this Contract becomes effective.
- (f) **First Payment Date:** The date shown in the Contract Schedule on which the first Payment will be made to the Owner.
- (g) **Notice:** A signed, written communication providing any information we need. We may authorize, in advance, another manner of communication at our discretion. All Notices to us must be sent to our Administrative Office and received in good order acceptable to us.
- (h) **Owner (also “you”, “your”):** The individual or entity shown in the Contract Schedule that may exercise the ownership rights of this Contract. **The Owner is also the Annuitant and the Payee.**
- (i) **Payment:** The Payment is the periodic benefit paid to the Owner under this Contract, purchased by the Proceeds from the Source Policy.
- (j) **Premium Payment (Proceeds):** The dollar amount from the Source Policy used to purchase this Contract as consideration for the benefits described herein.
- (k) **Source Policy:** The life insurance policy from which the proceeds used to purchase this Contract originated.

## **B. General Provisions**

### **Entire Contract**

The entire contract between you and us consists of this Contract, the Contract Schedule (and any supplements or changes thereto) and the application.

In the absence of fraud, all statements made in the application by the applicant or their legal representative will be deemed representations and not warranties. Only the President, a Vice-President, the Secretary or an Assistant Secretary of the Company has the power, on behalf of the Company, to change, modify or waive any provisions of this Contract.

The Contract Schedule issued with the Contract reflects the initial specifications of the Contract, on the Issue Date.

All Contract changes, modifications, waivers or reinstatements must be in writing.

### **Change of Contract**

We may change this Contract without your consent to meet the requirements of applicable federal or state laws or regulations. You will be given written notice of any such change.

The terms and provisions of your Contract will be interpreted in a manner to ensure compliance with the applicable provisions of section 72(s) of the Internal Revenue Code of 1986, as amended (the “Code”). The Company reserves the right to amend this Contract in any respect at any time so that it will conform to the applicable provisions of the Code as in effect at that time. Any such amendment will be subject to any necessary regulatory approvals.

### **Termination of Contract**

This Contract will terminate on the date of the last Payment.

### **Contestability**

We will not contest this Contract.

### **Non-participating**

This Contract is Non-participating. It will not share in our surplus earnings.

## **Assignment**

Unless prohibited by law, you may assign any or all rights under this Contract. No assignment of this Contract will be binding on us unless we receive Notice of the assignment. We will not be responsible for the validity or sufficiency of any assignment. Any assignment shall take effect on the date signed. However, we will not be liable for actions taken in accordance with existing instructions prior to our receipt of a Notice of assignment acceptable to us.

Unless otherwise provided in the assignment, the interest of the Owner and of any revocable beneficiary shall be subordinate to the interest of any assignee, regardless of when the assignment was made and the assignee shall receive any sum payable to the extent of his or her interest.

There may be federal income tax consequences as a result of an assignment.

## **Proof of Survival**

For Payments payable over the lifetime of an Owner, we have the right to require proof of the Owner's survival. If we request this proof in writing, we may suspend Payments until proof is received. Proof of survival may not be requested more frequently than once every 12-month period.

## **Misstatement of Age or Sex**

If the Payments under any option were determined by an Owner's age or sex that was incorrect, the Payments will be recalculated to be those that the money applied would have purchased at the correct age and sex. Any amounts underpaid by us on the basis of incorrect age or sex will be paid when the correction is made. Any amounts overpaid by us on the basis of incorrect age or sex will be charged against Payments due after the correction is made. Amounts paid or charged will be adjusted based on an interest rate of 6% per annum.

## **Premium Payment (Proceeds)**

The Premium Payment is equal to the dollar amount of the Proceeds from the Source Policy you pay to us for the purchase of this Contract. Your Premium Payment is shown in the Contract Schedule.

## **C. Benefit Provisions**

### **Payment Amount**

The Payment amount is shown in the Contract Schedule. If the Payment Option is one with future adjustments to the Payment, the initial Payment and the timing and increase percentage of the future adjustments are shown on the Contract Schedule. The Payment will be paid periodically to the Owner in the frequency shown on the Contract Schedule beginning on the First Payment Date in accordance with the Settlement Income Option chosen. The Payment will be guaranteed for the Guaranteed Period, if any, shown in the Contract Schedule.

### **D. Death Benefits**

The payment of any Death Benefit, as described below, requires due proof of death, in good order, be provided to us at our Administrative Office.

### **Death During the Right to Examine Contract Period**

If any Owner dies during the Right to Examine Contract period indicated on the front cover, we will cancel this Contract and refund the Premium Payment reduced by the total of all Payments, if any, made by us. Payment will be made to the Beneficiary or if no beneficiary survives the Owner, to the Owner's estate.

### **Death On or After Payments Commencement**

Upon the death of any Owner after the commencement of Payments, any unpaid Payments will be paid to the Beneficiary. All such Payments will be paid at least as rapidly as under the method of distribution then in effect. If there is no Beneficiary, any remaining Payments will be paid to the Owner's estate.

### **E. Beneficiary Provisions**

After the commencement of Payments, we will pay any benefits payable upon the death of the Owner to the Beneficiary or Beneficiaries named in the application, unless you have since changed the Beneficiary or Beneficiaries as provided below.

## **Change of Beneficiary**

You may change the Beneficiary(ies) named in the Application at any time, unless such Beneficiary(ies) designation is irrevocable. An irrevocable beneficiary may be changed only with the consent of such beneficiary. Any change must be in writing, signed, dated and received in good order by us at our Administrative Office.

Any Beneficiary(ies) designation will revoke all previous designations. Any change in Beneficiary(ies) designation will take effect on the date the Notice to change is signed subject to any actions we take prior to our receipt of the Notice.

## **Death of Beneficiary**

Unless otherwise provided in the Beneficiary designation:

1. If any Beneficiary dies before any Owner, that Beneficiary's interest will pass to the remaining Beneficiary(ies) according to their respective interests; or
2. If no Beneficiary survives the Owner the remaining Payments payable during the Guaranteed Period if any will be paid to the estate of the Owner; or
3. If, due to the death of the Owner a Beneficiary becomes entitled to Payments for the remainder of the Guaranteed Period but dies prior to receiving all such remaining Payments, those Payments will be paid to the estate of the Beneficiary.

## **F. Facility of Payment**

If any Owner who is receiving Payments under this contract is adjudged to be legally, physically or mentally, incapable or incompetent, we may make such Payments to the legal guardian or other legal representative of such person. Any such Payments shall constitute a full discharge of our obligation to the extent thereof.

# **SINGLE PREMIUM IMMEDIATE ANNUITY CONTRACT**

- **Payments Beginning on First Payment Date**
- **No Surrender Value**
- **Non-Participating – No Annual Dividend**

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**If you have any questions concerning this Contract or if anyone suggests that you change or replace this Contract, please contact your First Investors Life agent or the Company.**



**First Investors Life Insurance Company**  
[110 Wall Street New York, N.Y. 10005]  
[1-800-832-7783]





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 Product Name: LPO SPIA  
 Project Name/Number: Firstinv/86/86

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<p><b>Satisfied - Item:</b> Flesch Certification</p> <p><b>Comments:</b></p> <p><b>Attachments:</b>            AR Readability Certification.pdf            AR CoC.pdf</p>		
<p><b>Satisfied - Item:</b> Application</p> <p><b>Comments:</b>            Please see Form Schedule for application form.</p>		
<p><b>Satisfied - Item:</b> Third Party Authorization</p> <p><b>Comments:</b></p> <p><b>Attachment:</b>            Auth_5-10_dist.pdf</p>		
<p><b>Satisfied - Item:</b> Statement of Variability</p> <p><b>Comments:</b></p> <p><b>Attachment:</b>            Statement of Variability_dist.pdf</p>		

**STATE OF ARKANSAS  
READABILITY CERTIFICATION**

**COMPANY NAME:** First Investors Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
LPO-1 (04/10)(AR)	57.1
LPO-App (04/10)(AR)	51.7



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

May 10, 2010  
Date

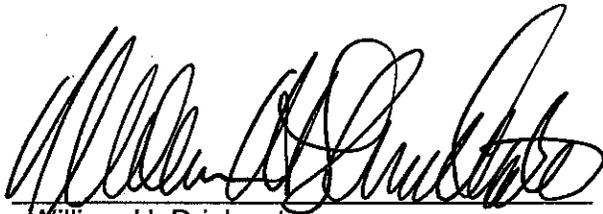
**STATE OF ARKANSAS  
CERTIFICATION OF COMPLIANCE**

**Company Name:** First Investors Life Insurance Company

**Form Title(s):** Individual Single Premium Immediate Annuity Contract  
Individual Single Premium Immediate Annuity Application

**Form Number(s):** LPO-1 (04/10)(AR)  
LPO-App (04/10)(AR)

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



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

May 12, 2010

Date

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



May 3, 2010

To: The Insurance Commissioner

### Authorization

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

This Authorization shall be valid until revoked by us.

First Investors Life Insurance Company

By:

A handwritten signature in black ink, appearing to read 'William H. S. [unclear]', written over a horizontal line.

Title: Senior VP & Chief Actuary, FSA,  
MAAA

STATEMENT OF VARIABILITY  
LPO-1 (04/10) AND LPO-App (04/10)

**Cover page:**

1. Company address may vary if Company moves.
2. Company toll free number may change if phone number changes.
3. Company's web address is bracketed to show may change in the future.
4. Company officer names may change if officers change.

**Page 3:**

Contract Data

1. Contract Number, Owner, Issue Date, Source Policy Number, First Payment Date, Premium Payment are "John Doe" information that will vary by individual policy.
2. First Payment Date will show the date of the first annuity payment.
3. Jurisdiction of Issue will show name of state in which this contract is issued.
4. Department Telephone Number will show telephone number of jurisdiction in which contract is issued.
5. Payment Option will show one of the following:

The Payment Options listed below include the most common and requested options. However, Contract Owners are not limited to these options if their Source Policy includes other specific options and/or specific guaranteed interest rates. Any guarantees in the Source Policy will be provided to the Policy Owner unless net purchase rates calculated on the same basis as the Company's immediate annuity contract are used if they result in a more favorable payment. Any specific Payment Option not listed below that is part of a Source Policy or provides for a guaranteed interest rate will utilize the payment description as it is stated in the Source Policy.

- (a) **Single Life Income Annuity** – Payments commence on the First Payment Date in the amount and frequency shown in the Contract Schedule and are made for the life of the Owner. If the death of the Owner occurs during the Right to Examine Contract Period as shown on the cover page, the Proceeds less any Settlement Income Payments already paid will be refunded. **No other benefit is payable as a result of the death of the Owner even if Annuity Payments have not yet commenced except as provided herein.**
- (b) **Single Life Annuity with Increasing Payments** – Payments commence on the First Payment Date in the amount and frequency shown in the Contract Schedule for the first contract year. On each Income Change Date, payments are increased by the income increase percentage chosen and remain level until the next Income Change Date. Payments are made for the life of the Owner. If the death of the Owner occurs during the Right to Examine Contract Period as shown on the cover page, the Proceeds less any Payments already paid will be refunded. **No other benefit is payable as a result of the death of the Owner even if Annuity Payments have not yet commenced except as provided herein.**
- (c) **Single Life Income Annuity with a Guaranteed Return (Refund Life Annuity)** – Payments commence on the First Payment Date in the amount and frequency shown in the Contract Schedule. The sum of the payments made and any payments due at the death of the Owner are guaranteed to never be less than the Proceeds applied. Payments are guaranteed for the Guarantee Period shown in the Contract Schedule and thereafter are made for the life of the Owner. If the death of the Owner occurs during the Right to Examine Contract Period as shown on the cover page, the Proceeds less any Settlement Income Payments already paid will be refunded. If the death of the Owner occurs after the Right to Examine Contract Period, and during the Guarantee Period, payments will be continued during the remainder of the Guarantee Period to the Beneficiary. **No other benefit is payable after the Guarantee Period as a result of the death of the Owner.**

- (d) Single Life Annuity with Increasing Income and Guarantee Period** – Payments commence on the First Payment Date in the amount and frequency shown in the Contract Schedule for the first contract year. On each Income Change Date, payments are increased by the income increase percentage chosen and remain level until the next Income Change Date. Payments are guaranteed for the Guarantee Period shown in the Contract Schedule and thereafter are made for the life of the Owner. If the death of the Owner occurs during the Right to Examine Contract Period as shown on the cover page, the Proceeds less any Payments already paid will be refunded. If the death of the Owner occurs after the Right to Examine Contract Period, and during the Guarantee Period, payments will be continued for the remainder of the Guarantee Period to the Beneficiary. **No other benefit is payable after the Guarantee Period as a result of the death of the Owner.**
- (e) Single Life Income Annuity with Guarantee Period** – Payments commence on the First Payment Date and are guaranteed in the amount and frequency for the Guarantee Period shown in the Contract Schedule and thereafter are made for the life of the Owner. If the death of the Owner occurs during the Right to Examine Contract Period as shown on the cover page, the Proceeds less any Payments already paid will be refunded. If the death of the Owner occurs after the Right to Examine Contract Period, and during the Guarantee Period, payments will be continued for the remainder of the Guarantee Period to the Beneficiary. **No other benefit is payable after the Guarantee Period as a result of the death of the Owner.**
- (f) Payment for a Designated Number of Years** – Payments commence on the First Payment Date in the amount and frequency shown in the Contract Schedule. The Proceeds will be paid over a period of years in either equal monthly, quarterly, semi-annual or annual payments. The period of years may not exceed 25 years. Payments include interest at 2.5% and may be increased by additional interest.
- (g) Payment of a Designated Amount** – Payments commence on the First Payment Date in the amount and frequency shown in the Contract Schedule. Proceeds will be paid in equal monthly, quarterly, semi-annual or annual payments. Payments will continue until the Proceeds applied and interest at 2.5% and any additional interest are exhausted.
- (h) Proceeds Left at Interest** – For any period agreed on, the Proceeds may be left with the Company. Interest on the Proceeds will be paid at the guaranteed rate indicated in the Policy Schedule and may be increased by additional interest. The interest may be paid monthly, quarterly, semi-annually or annually, as elected, or may be left with us to accumulate.
- (i) Other Option as per Source Policy**

Payment Option Specifications

6. Frequency of Annuity Payment will show Annually, Semi-annually, Quarterly or Monthly, based on option elected.
7. Initial Annuity Payment will show the initial payment to be provided and will vary based on premium paid, annuitant's age and sex, and option elected.
8. Guaranteed Period will vary based on option selected.
9. Income Increase Percentage will show a percentage based on option selected or will show "N/A".
10. Income Change Date will show date of any increase in income or will show "N/A", depending upon option selected.
11. Proceeds Left at Interest Guaranteed Interest Rate will show the guaranteed rate indicated in the Contract Data and may be increased by additional interest.

Administrative Office

12. Company address and phone number may vary if changed in the future.

**Back Cover**

1. Company address may vary if Company moves.
2. Company toll free number may change if phone number changes.

**LPO-App (04/10)**

**Page 1:**

Company address may vary if Company moves.