

SERFF Tracking Number: GRWE-126643293 State: Arkansas
Filing Company: Great-West Life & Annuity Insurance Company State Tracking Number: 45757
Company Tracking Number: J262-6
TOI: L071 Individual Life - Whole Sub-TOI: L071.111 Single Premium - Single Life
Product Name: J262-6 Policy and Rider
Project Name/Number: J262-6 Policy and Rider/J262-6 Policy and Rider

Filing at a Glance

Company: Great-West Life & Annuity Insurance Company

Product Name: J262-6 Policy and Rider SERFF Tr Num: GRWE-126643293 State: Arkansas
TOI: L071 Individual Life - Whole SERFF Status: Closed-Approved- State Tr Num: 45757
Closed

Sub-TOI: L071.111 Single Premium - Single Life Co Tr Num: J262-6 State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird
Author: Tanya Gonzales Disposition Date: 05/25/2010
Date Submitted: 05/24/2010 Disposition Status: Approved-Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name: J262-6 Policy and Rider
Project Number: J262-6 Policy and Rider
Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed
Date Approved in Domicile:
Domicile Status Comments: Exempt in state of Domicile.

Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Filing Status Changed: 05/25/2010

Market Type: Individual
Group Market Size:
Group Market Type:
Explanation for Other Group Market Type:
State Status Changed: 05/25/2010

Deemer Date:
Submitted By: Tanya Gonzales
Filing Description:

Created By: Tanya Gonzales
Corresponding Filing Tracking Number:

This is a Single Premium Whole Life Insurance Policy with an Accelerated Benefit Rider.

Company and Contact

Filing Contact Information

Tanya Gonzales, Associate Manager,
Contracts
8515 E. Orchard Rd. 8T2

tanya.gonzales@gwl.com

800-537-2033 [Phone] 75829 [Ext]

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 Greenwood Village, CO 80111 303-737-5444 [FAX]

Filing Company Information

Great-West Life & Annuity Insurance Company CoCode: 68322 State of Domicile: Colorado
 8515 East Orchard Road Group Code: 769 Company Type:
 Greenwood Village, CO 80111 Group Name: State ID Number:
 (303) 737-3992 ext. [Phone] FEIN Number: 84-0467907

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? No
 Fee Explanation: 1 policy x \$50.00
 1 Rider x \$50.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Great-West Life & Annuity Insurance Company	\$100.00	05/24/2010	36783216

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/25/2010	05/25/2010

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Disposition Date: 05/25/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Cover Letter		Yes
Supporting Document	Reserve Certification		Yes
Supporting Document	Administrative Forms to be used with the AB Rider		Yes
Form	Policy		Yes
Form	Rider		Yes

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Form Schedule

Lead Form Number: J262-6

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	J262-6	Policy/Cont	Policy ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			Arkansas.pdf
	J262-ABR	Policy/Cont	Rider ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			AB Rider for Filing.pdf

Great-West Life & Annuity Insurance Company

A Stock Company

[8515 East Orchard Road]

[Greenwood Village, CO 80111]

Insured: [John Doe]

Policy Number: [Policy Number]

SINGLE PREMIUM WHOLE LIFE

Great-West Life & Annuity Insurance Company, herein referred to as the Company, will pay the Proceeds to the Beneficiary, subject to the policy provisions when the Company receives Due Proof of the Insured's death.

The Owner and Beneficiary are as shown in the application unless changed as provided for in this policy.

The provisions on the following pages are a part of this policy.

Signed for the Company on the Issue Date.


[Richard Schultz]
[Secretary]


[Mitchell T.G. Graye]
[President and Chief Executive Officer]

This policy is a legal contract between the Owner and the Company. PLEASE READ THIS POLICY CAREFULLY.

30 DAY RIGHT TO EXAMINE POLICY: IF NOT SATISFIED WITH THE POLICY, RETURN IT TO THE COMPANY OR AN AUTHORIZED REPRESENTATIVE WITHIN 30 DAYS OF RECEIVING IT. THE POLICY WILL THEN BE DEEMED VOID, AND ALL PREMIUMS PAID WILL BE REFUNDED.

WHOLE LIFE

SINGLE PREMIUM WHOLE LIFE. Insurance payable upon the Insured's death subject to the policy provisions. Premium as stated on Page 1. Non-Participating.

POLICY SPECIFICATIONS

OWNER/CONTRACT INFORMATION

Owner: [John Doe]
Insured: [John Doe]
Policy Number: [1234567]
Policy Date: [July 1, 2010]
Face Amount: [\$250,000.00]
Issue Date: [July 1, 2010]
Issue Age/Sex: [55 / Male]
Plan: Single Premium Whole Life, Non-Participating
Additional Benefits: Accelerated Benefit Rider

PREMIUM INFORMATION

Single Premium Amount: [\$100,022.50]
Premium Class: [Non-Smoker]
Return of Premium Guarantee: [\$100,022.50]
Accelerated Benefit Premium Amount: \$0

TABLE OF VALUES FOR POLICY NUMBER 123456 - MALE NONSMOKER, AGE 55

DOLLAR VALUES ARE FOR A \$250,000 FACE AMOUNT AND ASSUME NO INDEBTEDNESS.

YOUR POLICY HAS A RETURN OF PREMIUM GUARANTEE

END OF POLICY YEAR	SINGLE PREMIUM	DEATH BENEFIT	CASH SURRENDER VALUE (1)	CASH VALUE (2)	AGE
1	\$100,022.50	\$250,000.00	\$100,022.50	\$97,910.00	56
2	\$0	\$250,000.00	\$101,412.50	\$101,412.50	57
3	\$0	\$250,000.00	\$104,965.00	\$104,965.00	58
4	\$0	\$250,000.00	\$108,590.00	\$108,590.00	59
5	\$0	\$250,000.00	\$112,290.00	\$112,290.00	60
6	\$0	\$250,000.00	\$116,040.00	\$116,040.00	61
7	\$0	\$250,000.00	\$119,810.00	\$119,810.00	62
8	\$0	\$250,000.00	\$123,590.00	\$123,590.00	63
9	\$0	\$250,000.00	\$127,382.50	\$127,382.50	64
10	\$0	\$250,000.00	\$131,185.00	\$131,185.00	65
11	\$0	\$250,000.00	\$135,000.00	\$135,000.00	66
12	\$0	\$250,000.00	\$138,810.00	\$138,810.00	67
13	\$0	\$250,000.00	\$142,625.00	\$142,625.00	68
14	\$0	\$250,000.00	\$146,462.50	\$146,462.50	69
15	\$0	\$250,000.00	\$150,307.50	\$150,307.50	70
16	\$0	\$250,000.00	\$154,137.50	\$154,137.50	71
17	\$0	\$250,000.00	\$157,952.50	\$157,952.50	72
18	\$0	\$250,000.00	\$161,760.00	\$161,760.00	73
19	\$0	\$250,000.00	\$165,542.50	\$165,542.50	74
20	\$0	\$250,000.00	\$169,277.50	\$169,277.50	75
21	\$0	\$250,000.00	\$172,972.50	\$172,972.50	76
22	\$0	\$250,000.00	\$176,610.00	\$176,610.00	77
23	\$0	\$250,000.00	\$180,162.50	\$180,162.50	78
24	\$0	\$250,000.00	\$183,602.50	\$183,602.50	79
25	\$0	\$250,000.00	\$186,940.00	\$186,940.00	80
Age 85	\$0	\$250,000.00	\$201,760.00	\$201,760.00	85
Age 90	\$0	\$250,000.00	\$213,157.50	\$213,157.50	90
Age 100	\$0	\$250,000.00	\$226,897.50	\$226,897.50	100
Age 121	\$0	\$250,000.00	\$250,000.00	\$250,000.00	121

(1) IF YOU DECIDE TO SURRENDER YOUR POLICY, YOU WILL BE REFUNDED THE CASH SURRENDER VALUE WHICH WILL ALWAYS BE AT LEAST EQUAL TO YOUR INITIAL PREMIUM (LESS ANY INDEBTEDNESS).

(2) THE CASH VALUE IS USED TO DETERMINE THE MAXIMUM AMOUNT AVAILABLE AS A POLICY LOAN OR AN ACCELERATED BENEFIT.

CASH VALUES ARE COMPUTED AT AN INTEREST RATE OF 4% PER YEAR.

THE LOAN INTEREST RATE FOR ALL LOANS OUTSTANDING DURING A POLICY YEAR IS SET AT THE BEGINNING OF EACH POLICY YEAR. THE LOAN INTEREST RATE IS ALSO USED TO CHARGE INTEREST ON ACCELERATED BENEFITS.

THE LOAN INTEREST RATE FOR THE FIRST POLICY YEAR IS 5.00%.

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Definitions

Beneficiary - is the person(s) named by the Owner to receive the Proceeds upon the death of the Insured. There are two types of Beneficiary:

- Primary Beneficiary is the Beneficiary(ies) that has the first priority to receive the Proceeds;
- Contingent Beneficiary is the Beneficiary(ies) to receive the Proceeds only if there is no surviving Primary Beneficiary.

Cash Value – is used to determine the maximum amount available as a policy loan or an Accelerated Benefit, as defined in the attached Rider. The amount is determined based on “How the Values are Computed” provision of the policy.

Corporate Headquarters - means Great-West Life & Annuity Insurance Company (“the Company”),[8515 East Orchard Road, Greenwood Village, Colorado 80111].

Due Proof of Death - means (i) an original or certified copy of a death certificate; (ii) a certified copy or decree of a court of competent jurisdiction as to the finding of death; (iii) a written statement by a medical doctor who attended the deceased; or (iv) any other proof satisfactory to Great-West.

Evidence of Insurability - means information about an Insured which is used to approve or reinstate this policy or any additional benefit.

Face Amount – is the amount stated on Page 1 of the policy for which the insurance coverage is obtained.

Insured - is the person named on Page 1 as the Insured.

Issue Date - is the date from which the incontestability and the suicide exclusion are measured, and is shown on Page 1.

Indebtedness - means all outstanding policy loans, as well as interest accrued and accruing from day to day.

Loan Value – is the Cash Value less the loan interest payable from the time of the loan to the next policy anniversary.

Owner - is the person, persons or entity named on Page 1 as the Owner. The Owner is entitled to all the rights under this policy while the Insured is living.

Policy Date - is the effective date of coverage under this policy. The policy years and anniversaries are measured from the Policy Date as shown on Page 1.

Proceeds - means the death benefit payable under the policy, as described in the Death Benefit Provision.

Request - means any instruction in a form, written, telephoned or computerized, satisfactory to the Company and received at the Corporate Headquarters from the Owner or the Owner's assignee (as specified in a form acceptable to the Company) or the Beneficiary (as applicable) as required by any provision of this policy or as required by the Company. The Request is subject to any action taken or payment made by the Company before it was processed.

Secondary Owner - will become the Owner of this policy should the Owner die while the Insured is living.

Ownership Provisions

RIGHTS OF OWNER

While the Insured is living, all benefits and rights under this policy belong to the Owner. However, the Owner's rights are subject to the rights of any assignee or irrevocably named Beneficiary.

SECONDARY OWNER

While the Insured is living, the Owner may, by Request, name a Secondary Owner. A Secondary Owner may only be named if the Owner is not the Insured.

When recorded by the Company, the designation of a Secondary Owner will take effect as of the date the Request was signed or the date specified, unless the Company has already made payment or otherwise taken action on a designation or change before receipt or processing of such Request.

ASSIGNMENTS/TRANSFERS

The Owner may assign this policy while the Insured is living. The Company will not recognize an assignment until the original or a certified copy is recorded at the Corporate Headquarters. When filed, the Owner's rights and those of the Beneficiary are subject to the assignment. The Company is not responsible for the validity of any assignment.

When recorded by the Company, a transfer of ownership will revoke any designation of a Secondary Owner. It will not change a Beneficiary. All benefits and rights under this policy will belong to the new Owner, subject to the terms and conditions of the policy and the interest of any recorded assignee.

Ownership Provisions (continued)

BENEFICIARY

While the Insured is living, the Owner may change the Beneficiary by Request. Any change is subject to any existing assignment of this policy. A recorded change of Beneficiary will take effect as of the date the notice was signed. A change of Beneficiary is subject to any Proceeds paid or other act of the Company before recording.

Unless otherwise provided in the designation of Beneficiary section of the application or a change of Beneficiary form, and subject to any assignment, the following will apply upon the death of the Insured:

- If no Primary Beneficiary survives the Insured, the Proceeds will be paid to any Contingent Beneficiary who survives the Insured.
- If no Beneficiary survives the Insured, the Proceeds will be paid to the Owner.
- If the Owner is the Insured and there is no surviving Beneficiary, the Proceeds will be paid to the Owner's estate.

- If any Beneficiary dies before the Insured, the Proceeds will be paid to the surviving Beneficiaries equally as follows:
 1. any surviving Primary Beneficiaries; and
 2. if there is no surviving Primary Beneficiary, to any surviving Contingent Beneficiaries.
- If a Beneficiary dies at the same time as the Insured, or within 10 days after the death of the Insured, the Proceeds will be paid as if the Insured had survived that Beneficiary, subject to state law.

General Provisions

ENTIRE CONTRACT

This policy, any endorsements, any riders, and the application form the entire contract. A copy of the application is attached. After issue, amendments or changes in writing agreed to by the Company are part of the contract.

All statements in the application, in the absence of fraud, are considered representations and not warranties. Only statements in the application will be used to defend a claim or to cancel the policy for misrepresentation.

Only the President, a Vice-President or the Secretary of the Company have the authority to change or waive any provisions of the policy.

INCONTESTABILITY

This policy will not be contested on the basis of misrepresentation after it has been in force during the Insured's lifetime for 2 years from the Issue Date. If this policy is reinstated, it will not be contested after it has been in force during the Insured's lifetime for 2 years following the reinstatement.

POLICY YEARS AND ANNIVERSARIES

Policy years and anniversaries will be measured from the Policy Date shown on Page 1.

NON-PARTICIPATING

This policy is non-participating. It is not eligible to share in the Company's divisible surplus.

SUICIDE EXCLUSION

If the Insured commits suicide, while sane or insane, within 2 years from the Issue Date (1 year if issued in Colorado or North Dakota), in lieu of the death benefit, the Company will pay only the premiums paid on this policy less any Indebtedness. Payment will be made to the Beneficiary.

CURRENCY

All amounts to be paid to or by the Company will be in the currency of the United States of America.

MISSTATEMENT OF AGE

If the Insured's age on the Policy Date has been misstated, the benefits under this policy will be those that the premium would have purchased for the correct age on the Policy Date.

General Provisions (continued)

GRACE PERIOD

A grace period of 31 days will be allowed for payment of unpaid loan interest. The policy will continue in force during this period. If the interest remains unpaid at the end of the grace period and the Indebtedness which includes unpaid loan interest equals or is more than the Cash Value coverage will cease.

PAYMENT OF PREMIUM

Premium is to be paid to the Company's Corporate Headquarters or to one of its authorized representatives.

The only payment accepted after the single premium has been paid will be for reinstatement, repayment of a policy loan or payment of policy loan interest.

REINSTATEMENT

This policy may be reinstated within 3 years after the due date of unpaid loan interest. The policy cannot be reinstated if it has been surrendered.

The Company must receive:

- A Request from the Owner.
- Evidence of Insurability for the Insured, at the Owner's expense.
- Payment or reinstatement of any Indebtedness with interest which was outstanding as of the date the coverage ceased.

Interest as stated above will be 6% per year compounded annually to the date of the policy reinstatement.

Reinstatement will become effective on the date the application for reinstatement is approved by the Company.

ENDORSEMENTS

Only the Company can endorse this policy. No endorsement will be made that is less favorable to the Owner and no additional charge will be added for any benefit provided under the endorsement.

Death Benefit Provisions

DEATH BENEFIT PROVISION

When the Company receives Due Proof of Death of the Insured, the Company will pay to the Beneficiary the Face Amount less any Indebtedness.

DEATH BENEFIT PAYMENT

The Proceeds payable on the Insured's death will be paid in a lump sum. The Company will pay interest on the Proceeds at a rate not less than that required by law.

If settlement is not made within 30 days, the Company will pay interest on the Proceeds from the date of death to the date of settlement at an annual rate currently paid by the Company.

Policy Values, Loans and Nonforfeiture Provisions

POLICY LOAN

While this policy is in force, the Owner, by Request, may obtain a loan from the Company on the security of the policy. The amount of the loan plus any other Indebtedness cannot be more than the Loan Value or less than \$500.

A policy loan will be a first lien on the policy in favor of the Company.

LOAN INTEREST PROVISION

The loan interest rate will be determined annually at the beginning of each policy year. It is guaranteed for that policy year and applies to all loans outstanding during that policy year. Interest is due and payable on each policy anniversary. Interest not paid when due will be added to the loan and will bear interest at the loan interest rate. If the loan interest continues to be unpaid, the Cash Value may be depleted, resulting in policy termination as set forth in the Indebtedness provision.

The maximum loan interest rate is the greater of:

- (a) The Moody's Corporate Yield Average – Monthly Average Corporates as published by Moody's Investor Services, Inc. or any successor thereto, for the calendar month ending two months before the beginning of the policy year; or
- (b) The guaranteed rate used to compute the Cash Surrender Values under the policy during the applicable period plus 1% per annum.

In the event that the Moody's Corporate Bond Yield Average – Monthly Average Corporates is no longer published, a substantially similar average, established by regulation issued by the Commissioner, will be used.

The Company must reduce the loan interest rate if the maximum loan interest rate is lower than the loan interest rate for the previous policy year by one-half of one percent or more.

The Company may increase the loan interest rate if the increase would exceed one-half of one percent. No increase may be made if the loan interest rate would exceed the maximum loan interest rate.

The Company will provide notice to the Owner of the loan interest rate.

INDEBTEDNESS

An Indebtedness may be repaid at any time during the Insured's lifetime. If not repaid, it will be deducted at the time the Proceeds are payable.

An Indebtedness will be a first lien on the policy in favor of the Company.

This policy will terminate when the Indebtedness equals or is more than the Cash Value. However, the coverage will not cease until 31 days after notice of termination has been mailed to the Owner and to any assignee of record.

POSTPONEMENT

If the Company receives a Request for surrender or loan, the Company may postpone any payment for not more than 6 months.

Policy Values, Loans and Nonforfeiture Provisions (continued)

TABLE OF VALUES

The Table of Values is on Page 2 of this policy. It shows the Death Benefit, Cash Surrender Value and Cash Value.

In the Table of Values, it is assumed that there is no Indebtedness. Values for policy years not shown will be given upon Request.

The Company will determine the values available at any time during a policy year.

NONFORFEITURE/SURRENDER BENEFIT

The Owner may surrender this policy for its Cash Surrender Value. Partial surrenders and partial withdrawals are not permitted.

The Cash Surrender Value will be the greater of:

- (a) The single premium paid less any Indebtedness;
or
- (b) The Cash Value shown in the table on Page 2 less any Indebtedness.

The Cash Value shown on Page 2 is determined based on How Values Are Computed provision.

If the policy is surrendered within 31 days after a policy anniversary, its Cash Surrender Value will not be less than on the anniversary.

HOW VALUES ARE COMPUTED

The Cash Value at the end of any policy year will be equal to the net single premium for the insurance provided by this policy. The Cash Values are based on the 2001 CSO Select/Ultimate, Sex/Smoker distinct, age last birthday Mortality Table, and a 4% interest rate, compounded annually. The Cash Surrender Values are equal to or greater than those required by the law of the state where this policy is delivered.

TAX CONSIDERATIONS

This policy is a modified endowment contract. Distributions, including loans and surrenders, from modified endowment contracts are subject to different taxation rules than distributions from a life insurance policy that is not a modified endowment contract.

Any distributions of funds through policy loans are taxable as an annuity.

Nothing in this policy is to be construed as tax advice, and the Company recommends that the Owner discuss tax consequences under the policy with a competent tax adviser.

SINGLE PREMIUM WHOLE LIFE. Insurance payable upon the Insured's death subject to the policy provisions. Premiums as stated on Page 1. Non-Participating.

CORPORATE HEADQUARTERS – [Greenwood Village, Colorado]

J262-6

ACCELERATED BENEFIT RIDER

THIS RIDER IS ISSUED BY GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY AS PART OF THE POLICY TO WHICH IT IS ATTACHED. **IF YOU RECEIVE AN ACCELERATED BENEFIT YOUR DEATH BENEFIT WILL BE REDUCED. RECEIPT OF ACCELERATED BENEFIT PAYMENTS MAY BE TAXABLE. YOU SHOULD CONTACT YOUR PERSONAL TAX ADVISOR FOR SPECIFIC ADVICE BEFORE EXERCISING THIS BENEFIT. PAYMENTS RECEIVED UNDER THE ACCELERATED BENEFIT RIDER ARE NOT PART OF A HEALTH, LONG TERM CARE, OR NURSING HOME INSURANCE POLICY.** ALL PROVISIONS OF THE POLICY THAT DO NOT CONFLICT WITH THE RIDER APPLY TO THIS RIDER. WHERE THERE IS ANY CONFLICT BETWEEN THE RIDER PROVISIONS AND THE POLICY PROVISIONS, THE RIDER PROVISIONS PREVAIL.

THE ACCELERATED BENEFIT

While the policy to which this Rider is attached is in force, the Owner may Request an Accelerated Benefit if the Insured:

- 1) has a Terminal Illness, as described in the Terminal Illness Provision; or
- 2) is Chronically Ill, as described in the Chronically Ill Provision.

An Accelerated Benefit is an amount paid to the Owner prior to the death of the Insured. Only one Accelerated Benefit is payable under this Rider.

TERMINAL ILLNESS BENEFIT AMOUNT

If the Insured has a Terminal Illness, the Owner may Request an Accelerated Benefit up to 75% of the Face Amount set forth on page 1 of the policy, subject to a \$10,000 minimum and not to exceed \$150,000. This Accelerated Benefit payable is equal to:

- a) the amount of the Accelerated Benefit the Owner has Requested; less
- b) any outstanding policy loans and accrued loan interest; less
- c) an administrative fee, not to exceed \$150.

This amount will be paid to the Owner in a lump sum.

TERMINAL ILLNESS PROVISION

A Terminal Illness is an illness or physical condition that is expected to result in the death of the Insured in 12 months or less from the date of the Request for the Accelerated Benefit. Before any Accelerated Benefit is paid under this provision, the Company will require the Owner to provide proof, satisfactory to the Company, of the Insured's Terminal Illness. This proof must include, but is not limited to, a completed claim form and a physician's statement signed by a licensed physician certifying that the Insured has been diagnosed with a Terminal Illness that will result in a life expectancy of 12 months or less. The licensed physician must not be the Owner or the Insured or a member of either's family.

CHRONICALLY ILL BENEFIT AMOUNT

If the Insured is Chronically Ill, the Owner may Request an Accelerated Benefit up to 100% of the policy Cash Value at the time of the Request, minus any outstanding policy loans and accrued loan interest.

The Owner will receive the Accelerated Benefit in level monthly payments for 50 months. For each \$1,000 of Accelerated Benefit, each monthly payment will be at least \$21.07. This is based on a 50-month certain annuity factor with an annual interest rate of 2.5%.

If the Owner does not want monthly payments, upon request, we will pay the Owner the Accelerated Benefit in a lump sum.

An administrative fee, not to exceed \$150, will be deducted from the first monthly payment (or the lump sum).

CHRONICALLY ILL PROVISION

Chronically Ill means that the Insured has been certified by a licensed health care practitioner within the last 12 months as:

- 1) unable to perform, without Substantial Assistance from another individual, at least two activities of daily living for a period of at least 90 days due to a loss of functional capacity; or
- 2) requiring Substantial Supervision to protect such individual from threats to health and safety due to severe Cognitive Impairment.

The activities of daily living are: eating, toileting, transferring, bathing, dressing, and continence.

Substantial Assistance means the need for someone to assist another individual performing activities that are basic to daily living. Unlike someone who needs continual supervision (i.e. all the time), a person who needs Substantial Assistance has to have a caregiver within arm's reach of the individual at all times to prevent, by physical intervention as necessary, injury to the individual while the individual is performing the activity of daily living (ADL).

ACCELERATED BENEFIT RIDER

Substantial Supervision means continual supervision (which may include cuing by verbal prompting, gestures, or other demonstrations) by another person that is necessary to protect a person who has a Cognitive Impairment from threats to his or her health or safety (such as may result from wandering).

Cognitive Impairment means a deficiency in a person's short or long term memory, orientation as to person, place and time, deductive or abstract reasoning, or judgment as it relates to safety awareness.

Before any Accelerated Benefit is paid under this provision, the Company will require the Owner to provide proof, satisfactory to the Company, that the Insured is Chronically Ill. This proof must include, but is not limited to, a completed claim form and a statement from a licensed health care practitioner certifying that the Insured is Chronically Ill. A licensed health care practitioner must meet the definition of a licensed health care practitioner under Section 7702B(c) of the Internal Revenue Code and must not be the Owner or the Insured or a member of either's family.

INTEREST

The Company will charge interest on the Accelerated Benefit. Interest will accrue daily. Interest will accrue on the Accelerated Benefit at the same rate as the policy's loan interest rate then in effect as described in the policy.

On the policy anniversary the accrued interest on the Accelerated Benefit will be added to the Accelerated Benefit and will bear interest at the policy's loan interest rate then in effect as described in the policy.

IMPACT ON POLICY VALUES

The Accelerated Benefit plus accrued interest on the Accelerated Benefit will be treated as a lien against the policy death benefit. The DEATH BENEFIT WILL BE REDUCED by the amount of the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest.

Access to the policy cash value is restricted to the excess of the cash value over the sum of the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest.

Future access to additional policy loans is also limited to any excess of the cash value over the sum of the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest. If the Owner requests a policy loan after receiving monthly payments provided by the Accelerated Benefit, the monthly payments will cease and the Owner will have access to the excess of the cash value over the sum of the Accelerated Benefit plus accrued interest and any other outstanding policy loans plus accrued loan interest.

Should the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest exceed the Face Amount set forth on page 1 of the policy, the POLICY AND THIS RIDER WILL TERMINATE and NO DEATH BENEFIT WILL BE PAID.

TAX CONSEQUENCES AND OTHER EFFECTS OF ACCELERATED BENEFIT PAYMENTS

Payments received under this Accelerated Benefit Rider to the life insurance policy to which it is attached are not part of a health, long term care, or nursing home insurance policy and may not be sufficient to cover your medical, nursing home or other bills. The Accelerated Benefit payments may be used for any purpose.

Receipt of Accelerated Benefit payments may be taxable. The Company does not provide tax advice. You should contact your personal tax advisor for specific advice before exercising this benefit.

You should also consider that receiving or having the contractual right to receive Accelerated Benefits may affect your eligibility for Medicaid, supplemental security income (SSI), or other government benefits or entitlements. **You are advised to contact the Medicaid Unit of your local Department of Public Welfare and Social Security Administration for more information.**

If you initiate an Accelerated Benefit claim during the contestability period of the Policy to which this Rider is attached, a rescission of the entire policy may result if any misrepresentation of any information was made on the insurance application.

INCONTESTABILITY

This Rider will not be contested on the basis of misrepresentation after the policy that it is attached to has been in force during the Insured's lifetime for 2 years from the Issue Date. If the policy that this Rider is attached to is reinstated, this Rider will not be contested after it has been in force during the Insured's lifetime for 2 years following the reinstatement.

SUICIDE EXCLUSION

If the Owner has exercised the Accelerated Benefit and the Insured commits suicide, while sane or insane, within 2 years from the Issue Date (1 year if issued in Colorado or North Dakota), the amount payable will be that described in the Suicide Exclusion provision of the policy less any Accelerated Benefit and accrued interest.

ACCELERATED BENEFIT RIDER

CONDITIONS

The Accelerated Benefit will be subject to the following conditions:

- 1) Written consent by any irrevocable Beneficiary or assignee must be received by the Company before the Accelerated Benefit payment is made.
- 2) The Company reserves the right to obtain a second medical certification and/or additional medical records of the Insured at its expense. The opinion of the Company's medical practitioner will be used in the event of conflicting opinions.
- 3) This benefit is not intended to allow third parties to cause the Owner to involuntarily access the Proceeds payable to the named Beneficiary. Therefore, the Accelerated Benefit will not be available if the Owner is required to Request it for any third party, including any creditor, governmental agency, trustee in bankruptcy or any other person or as the result of a court order.
- 4) The Request must be submitted to the Company. Upon receipt of the Request, the Company will mail a claim form within 15 working days.

TERMINATION

This Rider will terminate upon the earliest of:

- a) the date the policy is rescinded, surrendered, or terminated; or
- b) the date the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest exceed the Face Amount set forth on page 1 of the policy. In this case coverage under both the policy and this Rider will terminate.

Signed for Great-West Life & Annuity Insurance Company on the Issue Date of the policy (*unless a different Issue Date is shown here*).



[
[Mitchell T.G. Graye]
President and Chief Executive Officer

SERFF Tracking Number: GRWE-126643293 State: Arkansas
Filing Company: Great-West Life & Annuity Insurance Company State Tracking Number: 45757
Company Tracking Number: J262-6
TOI: L071 Individual Life - Whole Sub-TOI: L071.111 Single Premium - Single Life
Product Name: J262-6 Policy and Rider
Project Name/Number: J262-6 Policy and Rider/J262-6 Policy and Rider

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: ar compliance cert.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application Comments: This application was previously approved in the state of Arkansas on March 30, 2008 under SERFF tracking number GRWE-125509773. Attachment: Standard J262Y.pdf		

	Item Status:	Status Date:
Satisfied - Item: Cover Letter Comments: Attachment: AR letter.pdf		

	Item Status:	Status Date:
Satisfied - Item: Reserve Certification Comments: Attachment: actuarial-memo SPWL J262-6 reserve certification.pdf		

	Item Status:	Status Date:
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SERFF Tracking Number: GRWE-126643293 State: Arkansas
Filing Company: Great-West Life & Annuity Insurance Company State Tracking Number: 45757
Company Tracking Number: J262-6
TOI: L071 Individual Life - Whole Sub-TOI: L071.111 Single Premium - Single Life
Product Name: J262-6 Policy and Rider
Project Name/Number: J262-6 Policy and Rider/J262-6 Policy and Rider
Satisfied - Item: Administrative Forms to be used
with the AB Rider

Comments:

For your information, attached are the administrative forms to be used with the Accelerated Benefit. Please see the cover letter for more information.

Attachments:

ADB Disclosure Statement_Application.pdf
AB-BPN-CI-LS.pdf
AB-BPN-CI-M.pdf
AB-BPN-TI.pdf

**STATE OF ARKANSAS
INSURANCE DEPARTMENT**

CERTIFICATE OF COMPLIANCE WITH RULE AND REGULATION 19

RE: Single Premium Whole Life, J262-6
Accelerate Benefit Rider- J262-ABR

We hereby certify that the guidelines established in Arkansas Rule and Regulation 19 have been reviewed and the policy form designated above complies with these guidelines.

Great-West Life & Annuity Insurance Company



Susan Gile

Vice President, Individual Markets Operation

May 24, 2010

Date

GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY, P.O. Box 173316, Denver, CO 80217
Life Insurance Application

INSURED: Name
First/Middle Initial/Last

If you have had a name change in the last 10 years, please provide your previous name below:

Previous Name
First/Middle Initial/Last

Date of Birth Male Female Social Security Number

Occupation

Home Address 1

Home Address 2

City State ZIP

Daytime Phone Evening Phone

Place of Birth
State/Country

OWNER: **Name:** (Person or trust, if different than Insured)

Social Security Number/Tax ID

Address 1

Address 2

City State ZIP

Trust Date (if applicable)

Trustee Name (if applicable)

COVERAGE: **Single Premium Whole Life**

Coverage Amount: \$ Single Premium Amount: \$

REPLACEMENT: 1) Do you have any life insurance or annuity contracts in force? **Yes** **No**

2) Will this policy replace or be financed by any life insurance or annuity contracts presently or previously owned? **Yes** **No**

If this policy is replacing another policy, please provide the following information regarding the policy(ies) being replaced:

Company Name

Policy Number

Company Name

Policy Number

If this is a taxable event, please consult your tax advisor.

BENEFICIARY: Name

Relationship

Percentage Social Security Number

Name

Relationship

Percentage Social Security Number

All primary beneficiary percentages must total 100% and (if named) all contingent beneficiary percentages must total 100%. If left blank, the application will assume an equal split among primary beneficiaries and an equal split among any contingent beneficiaries. Beneficiary details and payment are explained in the policy provisions.

QUALIFICATION: 1) Your Height: Feet Inches Your Weight: lbs. **Yes** **No**

2) Do you currently use or have you used any type of tobacco product within the past 12 months?

3) Are you a U.S. citizen?

3a) If no, are you currently residing in the U.S. as a permanent resident alien or have you applied for a permanent visa, Resident Alien Card, Permanent Resident Card, or "Green Card" for which you are currently awaiting approval?

In the past 12 months, have you been in a long-term care facility, bedridden for more than 7 days, wheelchair bound for more than one month, hospitalized due to a fall, or unable to perform routine activities of daily living (e.g., bathing, dressing, etc.)? **Yes** **No**

In the past 12 months, have you had, been medically advised that you have, or received any type of treatment for:

1) Hypertension with an average blood pressure above 150/100?

2) Asthma with associated hospitalizations or acute/emergency care visits?

In the past five years, have you had, been medically advised that you have, or received any type of treatment for any of the following:

1) Diseases or disorders of the central nervous system, brain or spinal cord? Examples include, but are not limited to: stroke, paralysis, multiple sclerosis, seizures and congenital disorders. **Yes** **No**

2) Major depression, schizophrenia or any of the following disorders: panic, psychotic or bipolar?

3) Mental retardation, autism or Down syndrome?

4) Alcoholism, illegal drug use or substance abuse?

5) Blood vessel disease, disorder, or blood disorder including chronic anemia?

6) Heart, lung or kidney disease or disorder?

7) Liver disease, disorder or hepatitis (other than Type A)?

8) Diabetes diagnosed prior to age 40 or treated with insulin over the past 12 months?

In the past ten years, have you had, been medically advised that you have, or received any type of treatment for: **Yes** **No**

1) Cancer (other than basal cell carcinoma of the skin)?

2) A positive test for Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC)?

SIGNATURE:

I certify: 1) All statements and answers to the questions in this application and any supplement to it are true. 2) This application will form a part of the insurance contract with Great-West Life & Annuity Insurance Company (the Company). 3) This application will not be in effect unless the first premium is paid. 4) The policy applied for takes effect on the date of this application provided that a) questions on the application have been answered truthfully; and b) the application for coverage is not declined. 5) I authorize the Company to obtain all of my medical history in the event of my death within 2 1/2 years of this application date. 6) I believe this policy is suitable for my life insurance needs.

This insurance product is not a deposit or other obligation of, or guaranteed by, the [bank] or an affiliate of the [bank]; the insurance product is not insured by the [Federal Deposit Insurance Corporation (FDIC)] or any other agency of the United States, or an affiliate of the [bank]; and the approval or disapproval of any extension of credit by the [bank] or an affiliate is not based on whether or not I purchase this insurance through the [bank] or through any particular source.

ANY PERSON WHO KNOWINGLY AND WITH THE 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.

Authorization to Obtain and Disclose Information

I have read or have been read, and understand the Notice of Insurance Information Practices and Notice Regarding Medical Information Bureau (MIB). Great-West Life & Annuity Insurance Company (the Company), its reinsurers and their authorized representatives, may obtain medical and other information in order to evaluate my application for life insurance. The Medical Information Bureau, Inc., consumer reporting agency, state motor vehicle department or insurance company who possesses medical or other information about me or my health may furnish such information to the Company upon presenting this authorization or a photocopy. The Company may make a brief report regarding me or my health to the MIB or to other Bureau Member companies to whom I have applied or may apply and have authorized to receive such information. I consent to a consumer report containing personal information that may be requested in connection with my application. This authorization is valid from the date signed for a period of 2 1/2 years. I have read or been read this authorization and understand I have the right to receive a copy.

INSURED:

Insured's Signature

Date

Signed at

City/State

OWNER:

Owner's Signature (Person or Trustee noted above)

Date

AGENT:

Does the applicant have existing life insurance policies or annuity contracts? **Yes** **No**
Will this policy replace or be financed by any life insurance or annuity contracts presently or previously owned? **Yes** **No**

Agent's Name

Agent's Signature

Date

Business Phone

J262Yapp

Page 3 of 3. This application is not complete without all pages.

FOR INTERNAL USE ONLY

<input type="text"/>	<input type="text"/>

Notice of Insurance Information Practices and Notice Regarding Medical Information Bureau

This is to inform you that, as part of our procedure for processing your application, an investigative consumer report may be prepared. This inquiry includes information as to your character, general reputation, personal characteristics, and mode of living. You have the right to make a written request within a reasonable period of time to receive additional detailed information about the nature and scope of this investigation. You have the right to access information upon written request. You may request correction, amendment, or deletion of any information, which you believe to be inaccurate. In connection with your application for insurance you may receive a telephone call from an authorized person to obtain some personal and financial information. You may be assured that the information is considered confidential and will be used to assess your eligibility for insurance. The interview normally takes from five to ten minutes and will be conducted at a time convenient for you. In the event you are not in when the interviewer calls, the interviewer will leave his or her name and telephone number so that you can return the call at no charge to you and supply the necessary information. Inquiries on the above notices should be addressed to:

Great-West Life & Annuity Insurance Company
P.O. Box 1470
Denver, CO 80201-9606

Information regarding your insurability will be treated as confidential. The Company, or its reinsurers, may, however, make a brief report thereon to the Medical Information Bureau, a non-profit membership organization of insurance companies, which operates an information exchange on behalf of its Members. If you apply to another Bureau Member company for life or health insurance coverage, or a claim for benefits is submitted to such a company, the Bureau, upon request, will supply such company with the information it may have in its file.

Upon receipt of a request from you, the Bureau will arrange disclosure of any information it may have in your file. If you question the accuracy of information in the Bureau's file, you may contact the Bureau and seek a correction in accordance with the procedures set forth in the federal Fair Credit Reporting Act.

Please contact MIB at:

MIB, Inc.
50 Braintree Hill Park, Suite 400
Braintree, MA 02184-8734
Phone: 866-692-6901 (TTY 866-346-3642)

The Company, or its reinsurers, may also release information in its file to other life insurance companies to whom you may apply for life or health insurance, or to whom a claim for benefits may be submitted.

THIS STANDARD DISCLOSURE IS REQUIRED OF ALL LIFE INSURANCE PROVIDERS. BE ASSURED THAT GREAT-WEST'S BUSINESS PRACTICES MEET THE HIGHEST INDUSTRY STANDARDS.



8515 East Orchard Road
Greenwood Village, CO 80111 Tel. (303) 737-3000
Address mail to: P.O. Box 1700, Denver, CO 80201
www.gwla.com

May 24, 2010

Arkansas Department of Insurance
1200 West Third Street
Little Rock, AR 72201-1904

NAIC #769-68322

RE: **Individual Life Submission**
Single Premium Whole Life Insurance, Form J262-6
Accelerated Benefit Rider, Form J262-ABR

Enclosed for your review and approval are the above referenced forms. These forms are new and do not replace any previously approved forms.

Form J262-6 is a Single Premium non-participating whole life insurance policy. This is an individual life policy that will be solicited through duly licensed agents. This policy **will not** be illustrated. The issue ages for this policy are 55-85.

Single Premium Whole Life Insurance application, Form J262Yapp, will be used to apply for this whole life insurance policy; this application was approved in your state on March 30, 2008, under SERFF filing no. GRWE-125509773.

Accelerated Benefit Rider, J262-ABR, will be issued with this Single Premium Whole Life Policy. Issue ages for this Rider are the same as the policy. This Rider will provide Benefits if the insured is either diagnosed as having a terminal illness or certified as having a chronic disease. The Rider will be issued with the policy on the policy date. There is no premium charge for this rider but there is an administrative charge of \$150.00.

For your information we have also attached several administrative forms to be used with this rider. Accelerated Benefit Rider Summary & Disclosure, Form AB-DISC, will be provided at the time of application. One of our Accelerated Benefit Rider Payment Notices (either form AB-BPN-CI-LS, AB-BPN-CI-M or AB-BPN-TI) will be provided at the time of request for acceleration explaining the actual effect of the accelerated benefit payment. These differ slightly only in regard to whether the acceleration is for a Chronic Disease or Terminally Ill and whether the owner chooses the accelerated benefit as a lump sum or in monthly payments.

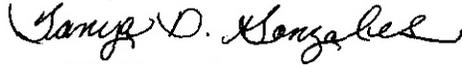
The forms submitted are:

- are in final printed form;
- are being submitted in all states where we are licensed;
- score in excess of 45 using the Flesch Reading Ease Test; and
- are exempt from filing in Colorado, our state of domicile, pursuant to Regulation 5-92. Colorado requires a fee to be paid each February 28th based on our Company's direct written premium. If appropriate, a retaliatory fee has been paid in your state in conjunction with your annual premium tax return.

We reserve the right at any time to make non-material changes to this form, including (but not limited to) paper stock, type face (but not font size) and page layout made necessary by unavoidable changes. We have also bracketed the Single Premium amount as the premium rates will change in response to a change in the yield available on new investments. The Single Premium is guaranteed at issue and will only change for new issues. The Cash Value and Statutory Reserve factors will remain the same. Any changes to these would require that the product be re-filed to ensure compliance with your state laws.

To the best of our knowledge, this submission complies with your state laws and regulations. We look forward to your approval.

Sincerely,

A handwritten signature in black ink that reads "Tanya D. Gonzales". The signature is written in a cursive style with a large initial "T" and a distinct "D" and "G".

Tanya D. Gonzales
Manager, Individual Markets
Regulatory Services
(FAX) 303-737-5829
(PHONE) 800-537-2033, extension 75829
E-MAIL: Tanya.gonzales@gwl.com

BASIC RESERVE CALCULATION CERTIFICATION

RE: Form J262-6

Reserves will be calculated using the Commissioners Reserve Valuation Method in compliance with the NAIC Valuation of Life Insurance Policies Regulation, including the incorporation of Regulation XXX. The mortality basis is the 2001 Commissioners Standard Ordinary Male/Female, Smoker/Nonsmoker mortality table, with select factors. The age basis for the policy is age last birthday. The current statutory interest rate is 4.00%. Reserves are calculated using semi-continuous functions.

Sample formulae and calculation are shown.

Sample Calculation of NAIC/Regulation XXX Basic Reserves

FORMULAE

All formulae relate to values with an assumed interest rate of 4.00% per annum. As this is a single premium product, the net single premium is equivalent to the present value of future benefits. Further, the reserve calculated under CRVM is also the present value of future benefits.

The present value of future benefits and net single premium is:

$$1000\bar{A}_x$$

Terminal Reserves:

$${}_tV = 1000\bar{A}_{x+t}$$

SPECIMEN CALCULATIONS

Male age 55, non-smoker at issue (2001 CSO with select factors, 4.00%)

Net Single Premium:

\$385.26

Terminal Reserves at Duration 1 :

Terminal Reserve: ${}_1V = \$399.42$

Terminal Reserves at Duration 5 :

Terminal Reserve: ${}_5V = \$458.08$

Duration	Terminal Reserve	Duration	Terminal Reserve
1	294.56	41	833.68
2	305.41	42	843.66
3	316.54	43	852.98
4	327.94	44	861.62
5	339.63	45	869.56
6	351.56	46	876.94
7	363.72	47	883.90
8	376.12	48	890.44
9	388.77	49	896.55
10	401.69	50	902.19
11	414.82	51	907.45
12	428.10	52	912.48
13	441.64	53	917.24
14	455.48	54	921.66
15	469.56	55	925.62
16	483.81	56	929.22
17	498.19	57	932.74
18	512.70	58	936.17
19	527.35	59	939.52
20	542.16	60	942.76
21	557.14	61	945.93
22	572.31	62	949.00
23	587.63	63	951.99
24	602.96	64	954.89
25	618.25	65	957.70
26	633.21	66	960.42
27	648.14	67	963.04
28	662.94	68	965.57
29	677.64	69	968.01
30	692.26	70	970.36
31	706.79	71	972.61
32	721.18	72	974.77
33	735.35	73	976.85
34	749.18	74	978.82
35	762.61	75	980.64
36	775.60	76	1,000.00
37	788.12		
38	800.22		
39	811.89		
40	823.07		

If this policy is surrendered, the cash surrender value is the greater of the cash value stated in the contract less any indebtedness or the single premium paid less any indebtedness. The Statutory reserve is floored at the cash value. Therefore, the Statutory Reserve held is the greater of the gross single premium, the terminal reserve, or the cash value.



Paul Fink, FSA, MAAA
Senior Manager, Corporate Actuarial
Great-West Life & Annuity Insurance Company

5-24-10
Date

ACCELERATED BENEFIT SUMMARY AND DISCLOSURE STATEMENT



8515 East Orchard Road
Greenwood Village, CO 80111 Tel. (303) 737-3000
Address mail to: P.O. Box 1700, Denver, CO 80201

This Disclosure Statement is intended to provide a brief description of the benefit available under your Accelerated Benefit Rider, and the effect that any payment under the rider will have on your policy. The full explanation of the benefits available is found in the Rider in your policy.

IF YOU RECEIVE AN ACCELERATED BENEFIT YOUR DEATH BENEFIT WILL BE REDUCED. ACCESS TO THE POLICY CASH VALUE OR FUTURE POLICY LOANS WILL ALSO BE LIMITED.

PAYMENTS RECEIVED UNDER THE ACCELERATED BENEFIT RIDER OF THE LIFE INSURANCE POLICY TO WHICH IT IS ATTACHED ARE NOT PART OF A HEALTH, LONG TERM CARE, OR NURSING HOME INSURANCE POLICY AND MAY NOT BE ENOUGH TO COVER YOUR MEDICAL, NURSING HOME, OR OTHER BILLS. PAYMENTS MAY BE USED FOR ANY PURPOSE.

RECEIPT OF ACCELERATED BENEFIT PAYMENTS MAY BE TAXABLE. YOU SHOULD CONTACT YOUR PERSONAL TAX ADVISOR FOR SPECIFIC ADVICE BEFORE EXERCISING THIS BENEFIT. GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY ("THE COMPANY") DOES NOT PROVIDE TAX ADVICE.

YOU SHOULD ALSO CONSIDER THAT RECEIVING OR HAVING THE CONTRACTUAL RIGHT TO RECEIVE SUCH BENEFIT MAY AFFECT YOUR ELIGIBILITY FOR MEDICAID, SUPPLEMENTAL SECURITY INCOME (SSI), OR OTHER GOVERNMENT BENEFITS OR ENTITLEMENTS. YOU ARE ADVISED TO CONTACT THE MEDICAID UNIT OF YOUR LOCAL DEPARTMENT OF PUBLIC WELFARE AND SOCIAL SECURITY ADMINISTRATION FOR MORE INFORMATION.

IF YOU INITIATE AN ACCELERATED BENEFIT CLAIM DURING THE CONTESTABILITY PERIOD OF THE POLICY TO WHICH THIS RIDER IS ATTACHED, A RESCISSION OF THE ENTIRE POLICY MAY RESULT IF ANY MISREPRESENTATION OF ANY INFORMATION WAS MADE ON THE INSURANCE APPLICATION.

PREMIUM

There is no additional cost for the Accelerated Benefit Rider provided under this life insurance policy.

BENEFIT ELIGIBILITY

This Accelerated Benefit Rider provides for the payment of a portion of the policy death benefit if the Insured meets one of the following requirements.

- 1) The Insured has been diagnosed with a Terminal Illness that is expected to result in the death of the Insured in 12 months or less;
or
- 2) The Insured has been certified as Chronically Ill by a licensed health care practitioner within the previous 12 months.

In order to receive an Accelerate Benefit payment, the Owner must provide proof to The Company that the Insured is Chronically Ill or has a Terminal Illness. "Proof" includes, but is not limited to, a properly completed claim form and a statement from a licensed health care practitioner certifying that the Insured is Chronically Ill or a physician's statement signed by a medical practitioner certifying that the Insured has been diagnosed with a Terminal Illness.

TERMINAL ILLNESS BENEFIT AMOUNT

If the Insured has a Terminal Illness, the Owner may request an Accelerated Benefit up to 75% of the policy Death Benefit. The Accelerated Benefit payable is equal to:

- a) the amount of the Accelerated Benefit the Owner has Requested; less
- b) any outstanding policy loans and accrued loan interest; less
- c) an administrative fee, not to exceed \$150.

**ACCELERATED BENEFIT SUMMARY
AND DISCLOSURE STATEMENT**



8515 East Orchard Road
Greenwood Village, CO 80111 Tel. (303) 737-3000
Address mail to: P.O. Box 1700, Denver, CO 80201

This Accelerated Benefit will be paid to the Owner in a lump sum.

CHRONICALLY ILL BENEFIT AMOUNT

If the Insured is Chronically Ill, the Owner may request an Accelerated Benefit up to 100% of the policy cash value at the time of the request, minus any outstanding policy loans and accrued loan interest.

The Owner will receive the Accelerated Benefit in level monthly payments for 50 months.

If the Owner does not want monthly payments, upon request, we will pay the Accelerated Benefit in lump sum.

An administrative fee, not to exceed \$150, will be deducted from the first monthly payment (or the lump sum).

INTEREST

The Company will charge interest on the Accelerated Benefit. This interest will accrue daily.

The interest rate used to accrue interest on the Accelerated Benefit is determined annually and is equal to the policy loan interest rate then in effect as described in the policy. The maximum interest rate is the greater of:

- a) The Moody's Corporate Bond Yield Average – Monthly Average Corporates as published by Moody's Investors Service, Inc. or any successor thereto; or
- b) The guaranteed rate used to compute the Cash Surrender Values under the policy during the applicable period plus 1% per annum.

In the event that the Moody's Corporate Bond Yield Average – Monthly Average Corporates is no longer published, a substantially similar average, established by regulation issued by the Commissioner

On the policy anniversary the accrued interest on the Accelerated Benefit will be added to the Accelerated Benefit and will bear interest at the policy loan interest rate then in effect as described in the policy.

IMPACT ON POLICY VALUES

The Accelerated Benefit plus accrued interest on the Accelerated Benefit will be treated as a lien against the policy death benefit. The DEATH BENEFIT WILL BE REDUCED by the amount of the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest. Access to the policy cash value is restricted to the excess of the cash value over the sum of the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest. Future access to additional policy loans is also limited to any excess of the cash value over the sum of the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest. Should the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest exceed the policy death benefit, the POLICY AND RIDER WILL TERMINATE and NO DEATH BENEFIT WILL BE PAID.

ACKNOWLEDGEMENT: I acknowledge that I have received, read, and understand the Accelerated Benefit Summary and Disclosure Statement that was provided to me prior to signing the application.

X _____ Date: _____
Signature of Proposed Owner

X _____ Date: _____
Signature of Agent

**ACCELERATED BENEFIT RIDER
BENEFIT PAYMENT NOTICE**



8515 East Orchard Road
Greenwood Village, CO 80111 Tel. (303) 737-3000
Address mail to: P.O. Box 1700, Denver, CO 80201

IMPORTANT NOTICE

IF YOU RECEIVE AN ACCELERATED BENEFIT YOUR DEATH BENEFIT WILL BE REDUCED. ACCESS TO THE POLICY CASH VALUE OR FUTURE POLICY LOANS WILL ALSO BE LIMITED.

PAYMENTS RECEIVED UNDER THE ACCELERATED BENEFIT RIDER OF THE LIFE INSURANCE POLICY TO WHICH IT IS ATTACHED ARE NOT PART OF A HEALTH, LONG TERM CARE, OR NURSING HOME INSURANCE POLICY AND MAY NOT BE ENOUGH TO COVER YOUR MEDICAL, NURSING HOME, OR OTHER BILLS. THE ACCELERATED BENEFITS MAY BE USED FOR ANY PURPOSE.

RECEIPT OF ACCELERATED BENEFIT PAYMENTS MAY BE TAXABLE. YOU SHOULD CONTACT YOUR PERSONAL TAX ADVISOR FOR SPECIFIC ADVICE BEFORE EXERCISING THIS BENEFIT. GREAT-WEST LIFE & ANNUITY INSURANCE COMPANY DOES NOT PROVIDE TAX ADVICE.

YOU SHOULD ALSO CONSIDER THAT RECEIPT OF THIS ACCELERATED BENEFIT MAY AFFECT YOUR ELIGIBILITY FOR MEDICAID, SUPPLEMENTAL SECURITY INCOME (SSI), OR OTHER GOVERNMENT BENEFITS OR ENTITLEMENTS. YOU ARE ADVISED TO CONTACT THE MEDICAID UNIT OF YOUR LOCAL DEPARTMENT OF PUBLIC WELFARE AND SOCIAL SECURITY ADMINISTRATION FOR MORE INFORMATION.

IF YOU INITIATE AN ACCELERATED BENEFIT CLAIM DURING THE CONTESTABILITY PERIOD OF THE POLICY TO WHICH THIS RIDER IS ATTACHED, A RESCISSION OF THE ENTIRE POLICY MAY RESULT IF ANY MISREPRESENTATION OF ANY INFORMATION WAS MADE ON THE INSURANCE APPLICATION.

ACCELERATED BENEFIT PAYMENT

You have requested Great-West Life & Annuity to pay you an Accelerated Benefit. The payment of this Benefit is subject to the terms and conditions outlined in the Rider.

IMPACT ON POLICY VALUES

Upon Payment of an Accelerated Benefit, the Death Benefit of your policy will be reduced by:

- The amount of the Accelerated Benefit;
- Accrued interest on the Accelerated Benefit; and
- Any other outstanding policy loans and accrued loan interest.

Access to the policy cash value is restricted to the excess of the cash value over the sum of the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest. Future access to additional policy loans is also limited to any excess of the cash value over the sum of the Accelerated Benefit plus accrued interest on the Accelerated Benefit and any other outstanding policy loans plus accrued loan interest.

**ACCELERATED BENEFIT RIDER
BENEFIT PAYMENT NOTICE**



8515 East Orchard Road
Greenwood Village, CO 80111 Tel. (303) 737-3000
Address mail to: P.O. Box 1700, Denver, CO 80201

EFFECT OF REQUESTED ACCELERATED BENEFIT PAYMENT

Owner: [John Doe]
Insured: [John Doe]
Policy Number: [John Doe]
Date Prepared: [John Doe]

The below demonstrates the effect your receipt of the Accelerated Benefit will have on your Policy.

Before Accelerated Benefit Payment Receipt

Policy Death Benefit	[\$50,000]
Policy Cash Value	[\$30,000]
Outstanding Policy Loans and accrued loan interest	[\$5,000]
Policy Cash Surrender Value	[\$25,000]

Accelerated Benefit Payment

Policy Cash Value	[\$30,000]
[100%] Election	[\$30,000]
Less Outstanding Policy Loans and accrued loan interest	[\$5,000]
Accelerated Benefit Available	[\$25,000]
Less Administrative Fee	[\$150]
Lump Sum Benefit Payment	[\$24,850]

Following Payment of Accelerated Benefit*

One Year Later

Policy Death Benefit	[\$50,000]
Less Outstanding Policy Loans and accrued loan interest	[\$5,300]
Less Accelerated Benefit	[\$25,000]
Less Accrued Interest on Accelerated Benefit	[\$1,500]
Policy Death Benefit Payable	[\$31,800]
Policy Cash Surrender Value	[\$0]

*Assumes one year of accrued interest on the Accelerated Benefit at the current policy loan interest rate of [6%]. Interest also accrues on the outstanding policy loan at the current policy loan interest rate. On the policy anniversary accrued interest on the Accelerated Benefit is added to the Accelerated Benefit and bears interest at the policy loan interest rate then in effect. **THE DEATH BENEFIT PAYABLE REDUCES EACH YEAR FOLLOWING THE ACCELERATED BENEFIT PAYMENT AS INTEREST CONTINUES TO ACCRUE ON THE ACCELERATED BENEFIT AND ANY OUTSTANDING POLICY LOANS.**

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ACKNOWLEDGEMENT

I, THE UNDERSIGNED, HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED, READ,
AND UNDERSTAND THIS BENEFIT PAYMENT NOTICE.

Signature of Owner

Date

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IMPACT ON POLICY VALUES

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EFFECT OF REQUESTED ACCELERATED BENEFIT PAYMENT

Owner: [John Doe]
Insured: [John Doe]
Policy Number: [John Doe]
Date Prepared: [John Doe]

The below demonstrates the effect your receipt of the Accelerated Benefit will have on your Policy.

Before Accelerated Benefit Payment Receipt

Policy Death Benefit	[50,000]
Policy Cash Value	[30,000]
Outstanding Policy Loans and accrued loan interest	[5,000]
Policy Cash Surrender Value	[25,000]

Accelerated Benefit Payment

Policy Cash Value	[30,000]
[100%] Election	[30,000]
Less Outstanding Policy Loans and accrued loan interest	[5,000]
Accelerated Benefit Available	[25,000]
Monthly Benefit Payment for 50 months	[\$527]
Less Administrative Fee*	[150]
First Monthly Benefit Payment	[\$377]

[*Administrative Fee only deducted from first monthly payment.]

Following Payment of Accelerated Benefit**	<u>One Year Later</u>
Policy Death Benefit	[50,000]
Less Outstanding Policy Loans and accrued loan interest	[5,300]
Less Accelerated Benefit	[6,324]
Less Accrued Interest on Accelerated Benefit	[200]
Policy Death Benefit Payable	[\$38,176]
Policy Cash Surrender Value	[\$18,200]

Assumes 12 monthly benefit payments each accruing interest at the current policy loan interest rate of [6%]. Interest also accrues on the outstanding policy loan at the current policy loan interest rate. On the policy anniversary accrued interest on the Accelerated Benefit is added to the Accelerated Benefit and bears interest at the policy loan interest rate then in effect. **THE DEATH BENEFIT PAYABLE REDUCES EACH YEAR FOLLOWING THE ACCELERATED BENEFIT AS MONTHLY BENEFITS ARE PAID AND INTEREST ACCRUES ON EACH MONTHLY BENEFIT AND ANY OUTSTANDING POLICY LOANS.

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Signature of Owner

Date

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Policy Number: [John Doe]
Date Prepared: [John Doe]

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Before Accelerated Benefit Payment Receipt

Policy Death Benefit	[\$50,000]
Policy Cash Value	[\$30,000]
Outstanding Policy Loans and accrued loan interest	[\$5,000]
Policy Cash Surrender Value	[\$25,000]

Accelerated Benefit Payment

Policy Death Benefit	[\$50,000]
[75%] Election	[\$37,500]
Outstanding Policy Loans and accrued loan interest	[\$5,000]
Lump Sum Accelerated Benefit	[\$32,500]
Less Administrative Fee	[\$150]
Lump Sum Accelerated Benefit Payment	[\$32,350]

Following Payment of Accelerated Benefit*

One Year Later

Policy Death Benefit	[\$50,000]
Outstanding Policy Loans and accrued loan interest	[\$5,300]
Less Accelerated Benefit	[\$32,500]
Less Accrued Interest on Accelerated Benefit	[\$1,950]
Policy Death Benefit Payable	[\$10,250]
Policy Cash Surrender Value	[\$0]

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