

SERFF Tracking Number: AULD-126681495 State: Arkansas  
 Filing Company: American United Life Insurance Company State Tracking Number: 46045  
 Company Tracking Number: GB8-UK(SVA)  
 TOI: A02.1G Group Annuities - Deferred Non- Variable and Variable Sub-TOI: A02.1G.002 Flexible Premium  
 Product Name: Unallocated SVA Group Retirement Annuities  
 Project Name/Number: Unallocated SVA Group Retirement Annuities/GB8-uK(SVA)

## Filing at a Glance

Company: American United Life Insurance Company

Product Name: Unallocated SVA Group Retirement Annuities SERFF Tr Num: AULD-126681495 State: Arkansas

TOI: A02.1G Group Annuities - Deferred Non- Variable and Variable SERFF Status: Closed-Approved- Closed State Tr Num: 46045

Sub-TOI: A02.1G.002 Flexible Premium Co Tr Num: GB8-UK(SVA) State Status: Approved-Closed  
 Filing Type: Form Reviewer(s): Linda Bird

Author: Ann Smith

Disposition Date: 06/29/2010

Date Submitted: 06/24/2010

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Unallocated SVA Group Retirement Annuities

Project Number: GB8-uK(SVA)

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed

Date Approved in Domicile:

Domicile Status Comments: Pursuant to Indiana Regulation 27-1-12.5-1 and Bulletin 93, these group annuity forms are exempt from filing in the domicile state of Indiana,

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Employer

Explanation for Other Group Market Type:

State Status Changed: 06/29/2010

Created By: Ann Smith

Corresponding Filing Tracking Number:

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 06/29/2010

Deemer Date:

Submitted By: Ann Smith

Filing Description:

Re: American United Life Insurance Company (AUL)

AUL's NAIC #60895 and FEIN #35-0145825

Form:

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**GB8-uK(SVA) – Guaranteed Benefit Unallocated Group Retirement Annuity, with Variable Separate Account and Stable Value Account**

The form listed above is being submitted for review and approval. This form is new and does not replace any form currently in use. We are submitting the form in “John Doe” fashion, with any variable information displayed in bold-face type within brackets. Pursuant to Indiana Regulations IC §27-1-12.5-1 and Bulletin 93, this type of group annuity form is exempt from filing in the state of Indiana, our state of domicile.

Form GB8-uK(SVA) is an unallocated group variable deferred annuity policy issued to employers to fund plans that are tax-qualified under Internal Revenue Code §401(a), §457, or §501(c)(9). Recordkeeping is done at the contract level, not at the participant level. The contractholder directs contributions either into multiple Investment Accounts, which are available in AUL’s separate account, or into a Stable Value Account (SVA) that is part of AUL’s general account. The target market is plan sponsors eligible to provide such plans and programs for their employees and/or retirees.

This contract contains an investment option called the Stable Value Account, which is part of AUL’s General Asset Account. This Stable Value Account uses a portfolio interest rate crediting methodology as explained in our Actuarial Memorandum.

The application to be used with this contract will be Form P-11104, which was approved by your office on April 17, 2000.

American United Life has reviewed the form and believes, to the best of its knowledge, that the form is both consistent with the laws and regulations of your state and in compliance with those laws and regulations. The form contains no unusual or possibly controversial items deviating from normal company or industry standards.

## Company and Contact

### Filing Contact Information

Ann Smith, Sr. Contract Analyst Ann.Smith@oneamerica.com  
 One American Square 317-285-4223 [Phone]  
 Indianapolis, IN 46206

### Filing Company Information

American United Life Insurance Company	CoCode: 60895	State of Domicile: Indiana
One American Square	Group Code: 619	Company Type:
P.O. Box 7127	Group Name:	State ID Number:
Indianapolis, IN 46206	FEIN Number: 35-0145825	

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Project Name/Number: Unallocated SVA Group Retirement Annuities/GB8-uK(SVA)  
(877) 285-7660 ext. [Phone]

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## Filing Fees

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation:  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American United Life Insurance Company	\$50.00	06/24/2010	37500843

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	06/29/2010	06/29/2010

*SERFF Tracking Number:* AULD-126681495      *State:* Arkansas  
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## **Disposition**

Disposition Date: 06/29/2010

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
Form	Guaranteed Benefit Unallocated Group Retirement Annuity, with Variable Separate Account and Stable Value Account		Yes

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## Form Schedule

Lead Form Number: GB8-uK(SVA)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	GB8-uK(SVA)	Policy/Contract Certificate	Guaranteed Benefit Unallocated Group Retirement Annuity, with Variable Separate Account and Stable Value Account	Initial		0.000	Stable Value GRA8 401(a) & NRDCP 457 Var Unallocated Contract version 1 with general account (5-24-10).pdf



CONTRACT NUMBER: [G XX,XXX  
CONTRACTHOLDER: TRUSTEES OF THE ABC 401(k) PLAN  
DATE OF ISSUE: JANUARY 02, XXXX  
CONTRACT DATE: JANUARY 01, XXXX  
FIRST CONTRACT ANNIVERSARY: JANUARY 01, XXXX]

American United Life Insurance Company (AUL) issues this contract in consideration of the Contractholder's application and its payment of Contributions to AUL. When used in this contract, "we," "us," or "our" refer to AUL and "you" or "your" refer to the Contractholder or other representative designated by the Contractholder to act on its behalf.

All provisions and conditions stated on this and subsequent pages are part of this contract.

This contract is signed for AUL at its Home Office in Indianapolis, Indiana. Our mailing address is P.O. Box 368, Indianapolis, Indiana 46206-0368. Our street address is One American Square, Indianapolis, Indiana 46282.

AMERICAN UNITED LIFE INSURANCE COMPANY

By

[President and Chief Executive Officer]

Attest

Secretary

Guaranteed Benefit Unallocated Group Retirement Annuity,  
with Variable Separate Account and Stable Value Account (VIII)(SBR)  
Current Interest Credited  
Nonparticipating

ACCUMULATION UNITS IN AN INVESTMENT ACCOUNT UNDER THIS CONTRACT MAY INCREASE OR DECREASE IN VALUE ACCORDING TO THE INVESTMENT PERFORMANCE OF THE UNDERLYING INVESTMENTS HELD BY THE INVESTMENT ACCOUNT. THE VALUE OF SUCH ASSETS AND ACCUMULATION UNITS IS NOT GUARANTEED. SECTION 4 OF THIS CONTRACT EXPLAINS THE VALUATION OF SUCH ASSETS AND ACCUMULATION UNITS.

If you have questions concerning your contract, or wish to register a complaint, you may reach us by calling [1-800-261-9618].

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## SECTION 1 - DEFINITIONS

- 1.1 Your “Account Value” as of a date is:
- (a) your balance in the Stable Value Account (SVA) on that date; plus
  - (b) the value of your Accumulation Units in each Investment Account on that date.
- 1.2 “Accumulation Unit” is a valuation device used to measure increases in and decreases to the value of any Investment Account.
- 1.3 “Annuity Commencement Date” is the first day of the month an annuity begins under this contract. This date may not be later than the date a Participant’s periodic benefits are required to commence under the Code.
- 1.4 “Business Day” is any day both the New York Stock Exchange and our Home Office are open for the general conduct of business.
- 1.5 “Code” means the Internal Revenue Code of 1986, as amended, and any applicable regulations or rulings thereunder.
- 1.6 The “First Contract Anniversary” is listed on the contract face page. Subsequent “Contract Anniversaries” are on the same day of each subsequent year.
- 1.7 “Contract Quarter” is each of the four successive three-month periods in a Contract Year.
- 1.8 The first “Contract Year” starts on the Contract Date listed on the contract face page and ends on the day before the First Contract Anniversary. Each subsequent Contract Year starts on a Contract Anniversary and ends on the day before the next Contract Anniversary.
- 1.9 “Contractholder Account” is an account we maintain for you under this contract.
- 1.10 “Contributions” are amounts that have been paid to us pursuant to the Plan or transferred to this contract from a prior AUL group annuity contract or a prior funding medium pursuant to the Plan. Such transferred amounts may be listed under categories other than “Contributions” on contract reports.
- 1.11 “Contribution-Source” means each type of Contribution allowed under the Plan. You are responsible for tracking each Contribution-Source separately.
- 1.12 “Excess Contributions” are Contributions in excess of the applicable Code limits. You are responsible for tracking Excess Contributions.
- 1.13 “Guaranteed Rates” are the guaranteed annual effective rates of interest we credit on a daily basis to the SVA. A Guaranteed Rate is a fixed interest rate that does not vary based on the investment experience of AUL’s general account, and may be modified only prospectively, as described in §3.2.
- 1.14 “Home Office” is our principal office in Indianapolis, Indiana. For anything to be “received by AUL,” it must be received at our Home Office.
- 1.15 “Investment Account” means each distinct portfolio established within our Series Separate Account II and identified in the Table of Investment Accounts in this contract. Amounts allocated to any Investment Account are invested in the shares of the corresponding Mutual Fund, Portfolio, or other entity identified in the Table of Investment Accounts. Our “Series Separate Account II” is a separate

account we maintain under Indiana law. A “Competing Investment Account” is any **[money market or bond Investment Account with a duration of less than 3 years]**, as determined solely by AUL.

- 1.16 “Investment Option” is the SVA, the Interest Account described in §9.2(a)(1), or any Investment Account.
- 1.17 “Mutual Fund” means any diversified, open-end, management company made available by us, and listed in the Table of Investment Accounts.
- 1.18 “Participant” is any person participating in the Plan.

*(Use this 1.19 for a 401(a) plan)*

- 1.19 “Plan” means the Plan Sponsor's plan **[, qualified under Code §401(a),]** for which Contributions are made to this contract.

*(Use this 1.19 for a governmental 457 NRDCP plan)*

- 1.19 "Plan" means the Plan Sponsor's plan **[of deferred compensation]** for which Contributions are made to this contract.

- 1.20 “Plan Sponsor” is **[ABC Company]**.
- 1.21 “Portfolio” is a portfolio established within a particular Mutual Fund, as described in the Mutual Fund’s current prospectus.
- 1.22 “Stable Value Account” or “SVA” is an Investment Option described in §3 to which Contributions may be allocated for accumulation at the Guaranteed Rates. The SVA and the Interest Account described in §9.2(a)(1) are Investment Options within our general asset account.
- 1.23 “Valuation Periods” start at the close of each Business Day and end at the close of the next Business Day.
- 1.24 The “Withdrawal Charge” is a percentage of the Account Value withdrawn under this contract and a percentage of the amount paid out under §9.2(a)(1) of this contract. The Withdrawal Charge will not apply to Account Values withdrawn to provide certain benefit payments or an annuity as described in §§5.1 and 6.1, respectively. The percentage varies by the Contract Year in which a withdrawal is made. The Withdrawal Charge percentage is as follows:

<u><b>[During Contract Years</b></u>	<u><b>Percentage</b></u>
<b>1</b>	<b>8</b>
<b>2</b>	<b>7</b>
<b>3</b>	<b>6</b>
<b>4</b>	<b>5</b>
<b>5</b>	<b>4</b>
<b>6</b>	<b>3</b>
<b>7</b>	<b>2</b>
<b>8</b>	<b>1</b>
<b>9</b>	<b>1</b>
<b>10</b>	<b>1</b>
<b>Thereafter</b>	<b>0]</b>

- 1.25 “Withdrawal Value” is your Account Value, less any Withdrawal Charge.

## SECTION 2 - ADMINISTRATION OF THE CONTRACTHOLDER ACCOUNT

- 2.1 How Contributions Are Handled: You determine the amount to be contributed to this contract. We do not guarantee that the amounts held under this contract will be sufficient to purchase the benefits provided by the Plan. Our liability to provide annuities or other benefits is limited to the amounts available under this contract.

A Contribution is credited to the Contractholder Account on the Business Day we receive that Contribution. Contributions are credited to the appropriate Contribution-Sources within the Contractholder Account as you direct. Funds may be allocated to Investment Options in any increments acceptable to us. An Investment Option election remains in effect until a new Investment Option election is made.

If we do not receive an Investment Option election as of the date we receive a Contribution, the Contribution will be credited to the [(insert name of default Investment Option here)]. Subsequently received Investment Option elections will be used to allocate future Contributions only. We will transfer amounts previously allocated to this default Investment Option, plus gains or minus losses thereon, only if you direct us to make a transfer. This transfer request must be submitted in a format specifically authorized by us.

As soon as administratively feasible following the Business Day that we receive your notice of intent to terminate the contract pursuant to §9.1, but no later than [5] Business Days following the Business Day that we receive such notice, no Contributions may be credited to the SVA. If we receive Contributions that are to be credited to the SVA pursuant to your direction after the date that no Contributions may be credited to the SVA, such Contributions shall instead be credited to the Interest Account described in §9.2(a)(1).

- 2.2 Transfers from Other Retirement Programs: If permitted by the Plan and by applicable state and federal law, we may accept, or may initiate the transfer of, amounts transferred from other retirement programs. Such transferred amounts, as identified by you, are credited as a rollover Contribution and are tracked within this contract as required by applicable state and federal law.
- 2.3 Excess Contributions: Contributions may vary in amount and frequency, as determined by your Plan.

On receipt of instructions from you, we will withdraw Excess Contributions, plus gains and minus losses, from your Account and return them as you direct. Such instructions must state the amount to be returned and certify that such Contributions are Excess Contributions and that such return is permitted by the Plan and the Code. A return of Excess Contributions is not subject to a Withdrawal Charge.

- 2.4 Transfers from Other Contracts: We may require amounts transferred to this account from other AUL group annuity contracts to be allocated to the SVA. We will advise you if this limitation applies before accepting such a transfer.

### SECTION 3 -- OPERATION OF THE STABLE VALUE ACCOUNT (SVA)

- 3.1 Allocations to the SVA: We allocate Contributions to the SVA as you direct. We credit interest daily from the date of the Contribution or transfer to the SVA to the date of withdrawal or transfer from the SVA to an Investment Account.
- 3.2 Provision of a Guaranteed Rate for the SVA: Each year, at least **[35 days]** prior to January 1, we shall declare a Guaranteed Rate for the SVA that shall apply for the subsequent calendar year. All monies in the SVA will earn interest at the Guaranteed Rate in effect. At the time we declare a Guaranteed Rate for the next year, you shall have the option of rejecting the new rate, provided that notice of such rejection is received by us at our Home Office at least **[5 days]** prior to the date that the new Guaranteed Rate takes effect. If you reject the new Guaranteed Rate, you will have terminated the contract as provided in §9.1(a). Until such time as SVA funds are transferred to the Interest Account pursuant to §9.2(a)(1) and are distributed using the form of payment elected by you (as described in §9.2(a)), amounts invested in the SVA and in the Interest Account shall continue to earn interest at the Guaranteed Rate in effect for the SVA as of the Business Day that we receive notice of your rejection of the new Guaranteed Rate at our Home Office.
- 3.3 Minimum Rate Guarantee: No Guaranteed Rate may be less than an annual effective interest rate of **[0%]**. Thus, principal and interest accrued on all amounts invested in the SVA are guaranteed (although such amounts are subject to the Withdrawal Charge).
- 3.4 Limitation on Contributions and Transfers to SVA: Except for annuity purchases as described in §6.1, we reserve the right to limit or disallow allocation of new Contributions, transfers, and loan repayments to the SVA upon **[30 days]** notice to you.

## SECTION 4 - VALUATION OF INVESTMENT ACCOUNTS

- 4.1 **Operation of Investment Accounts:** All income, gains, or losses, realized or unrealized, from assets held in any Investment Account are credited to or charged against the applicable Investment Account without regard to our other income, gains, or losses. Investment Account assets are not chargeable with liabilities arising out of any other business we may conduct.
- 4.2 **Valuation of Mutual Funds and Other Entities:** The current report or prospectus for each Mutual Fund or other entity listed in the second column of the Table of Investment Accounts describes how that Mutual Fund's or other entity's assets are valued.
- 4.3 **Accumulation Units:** We credit amounts allocated to an Investment Account in Accumulation Units. The Accumulation Unit value used is the one for the Valuation Period when we allocate the amount to the Investment Account.
- 4.4 **Value of Accumulation Units:** We establish the initial Accumulation Unit value for a new Investment Account on the inception date of that Investment Account. The value of an Accumulation Unit for any later Valuation Period reflects the §4.1 income, gains, and losses and the §7.1 Investment Option Charge (IOC). We determine the Accumulation Unit value before giving effect to any additions, withdrawals, or transfers in the current Valuation Period.
- 4.5 **Valuing the Contractholder Account:** We determine the Account Value in an Investment Account by multiplying the Accumulation Units in your Account by the Accumulation Unit value. The Accumulation Unit value of an Investment Account changes only on a Business Day.

## SECTION 5 - BENEFIT PAYMENTS AND TRANSFERS

- 5.1 Plan Benefit Payments: You will advise us of any person for whom a payment is due under the Plan, including the nature and amount of such payment, before the date such payment is due or as soon thereafter as is practicable. Any withdrawal request under this Section must certify the purpose of the request. You assume full responsibility for determining whether any withdrawal is permitted under applicable law and under the Plan. We may rely solely upon your representation made in the withdrawal request.

Prior to notification of contract termination (but not thereafter, subject to the provisions of §9.2), you may direct us to withdraw all or a portion of your Account Value to pay to you a single sum (except as described below) to provide:

*(Use this (a) for 401(a))*

- [(a) Plan benefits for retirement, death, disability, hardships, loans, required minimum distribution benefits pursuant to Code §401(a)(9), or, for profit-sharing plans, benefits after age 59 1/2 or as otherwise allowed by the Code (provided that such profit-sharing plan benefits are paid in a taxable distribution to the Participant). Such a withdrawal is not subject to a Withdrawal Charge.]**

*(Use this (a) for governmental 457 NRDCP)*

- [(a) Plan benefits for retirement, death, disability, unforeseeable emergencies, or required minimum distribution benefits pursuant to Code §401(a)(9). Such a withdrawal is not subject to a Withdrawal Charge.]**

- (b) Plan benefits for termination of employment. Such a withdrawal is not subject to a Withdrawal Charge, with the following exceptions:**

- (1) Any such payment requested for a Participant who terminates employment on or after the date your Plan is terminated is subject to a Withdrawal Charge.**
- (2) Any such payment requested for a Participant whose termination of employment is part of a partial Plan termination under IRS guidelines is subject to a Withdrawal Charge.**
- (3) Even if there is no full or partial Plan termination under paragraphs (1) and (2) above, we reserve the right to apply a Withdrawal Charge to any such termination of employment payments during the Contract Year (or, at our option, during the 365-day period preceding our receipt of a termination of employment benefit payment request) which exceed 20% of your Account Value determined as of the first day of the Contract Year (or the first day of the 365-day period).**
- (4) Any such payment requested for a Participant who terminates employment on or after the date the Plan Sponsor files for protection under federal bankruptcy law, is deemed insolvent, dissolves, closes, or shuts down its business, or ceases operations is subject to a Withdrawal Charge.**

- (c) Plan benefits not otherwise listed in Subsections (a) and (b) above. Such a withdrawal is subject to a Withdrawal Charge.**

**Under Subsections (b)(1), (2), (3) and (4) and under (c) above, if the entire Account Value is withdrawn, the amount paid equals the Withdrawal Value minus any charges described in §7 that are not included in the Accumulation Unit value. If a portion of the Account Value is withdrawn, the Account Value is reduced by an amount sufficient to make the payment requested and to cover the Withdrawal Charge and any charges described in §7 that are not included in the Accumulation Unit value. However, under the exceptions specified in Subsections (b)(1), (2), and (4) above, we reserve the right to pay you the SVA Account Value you request (subject to the Withdrawal Charge and any charges described in §7 which are not included in the Accumulation Unit value) according to the provisions of the third and fourth paragraphs of §9.2(a)(1), except that the term “contract termination effective date” as used in those paragraphs of §9.2(a)(1) shall be replaced by “withdrawal effective date.”]**

As soon as administratively feasible following the Business Day that we receive your notice of intent to terminate the contract pursuant to §9.1, but no later than [5] Business Days following the Business Day that we receive such notice, the above-described Plan benefits shall not be paid under this Section, but instead amounts shall be paid under the provisions of §9.

- 5.2 Transfers between Investment Options: You may direct us to transfer amounts between Investment Options. Transfers are effective on the Business Day that we receive the transfer direction. Transfer directions may be made [daily] on any Business Day.
- 5.3 Transfers to and from the SVA:
- (a) As soon as administratively feasible following the Business Day that we receive your notice of intent to terminate the contract pursuant to §9.1, but no later than [5] Business Days following the Business Day that we receive such notice, no transfers to or from the SVA may be made.
  - (b) Transfers to and from the SVA are subject to our approval.
- 5.4 Other Funding: If more than one funding medium is used to fund the Plan, the amount to be withdrawn from this contract to pay a Plan benefit is equal to  $[(1) \times (2)] + 3 + 4$  where:
- (1) is the total Plan benefit payable;
  - (2) is the percentage of total Plan assets held under this contract, as you certify to us;
  - (3) is the amount of any applicable Withdrawal Charge applied under §5.1; and
  - (4) is the amount of any applicable charges under §7 which are not included in the Accumulation Unit value.

## SECTION 6 - ANNUITIES

- 6.1 **Annuity Purchases:** Prior to notification of contract termination (but not thereafter, subject to the provisions of §9), you may withdraw all or a portion of your Account Value to provide a Plan benefit in the form of an annuity. Such a withdrawal is not subject to a Withdrawal Charge. On the date we receive an annuity purchase request, we transfer the amount requested to the SVA if it is an available Investment Option, otherwise to the default Investment Option listed in §2.1. Such amounts remain in the SVA or the default Investment Option until the Account Value of such requested amounts (reflecting gains and losses) is applied to purchase the annuity on **[the last day of the month preceding the Annuity Commencement Date]**. As of that annuity purchase date, those funds are no longer maintained in this contract.

Your annuity purchase request must specify the purpose for the annuity, the Participant's name, the election of an annuity option, Annuity Commencement Date, any contingent annuitant or beneficiary, and any additional information we require. If the Participant or any contingent annuitant dies before the Annuity Commencement Date, the annuity election is cancelled.

The minimum amount that may be applied to purchase an annuity is **[the lesser of \$10,000 or your entire Account Value]**.

As soon as administratively feasible following the Business Day that we receive your notice of intent to terminate the contract pursuant to §9.1, but no later than **[5]** Business Days following the Business Day that we receive such notice, Plan benefits payable in the form of an annuity shall not be paid under this Section, but instead amounts shall be paid under the provisions of §9.

- 6.2 **Annuity Options:** You may elect any optional form of annuity we offer at the time of purchase. Available annuity options always include:
- (a) **Life Annuity.** A monthly annuity is payable as long as the annuitant lives.
  - (b) **Survivorship Annuity.** A monthly annuity is payable as long as the annuitant lives. After the annuitant's death, all or a portion of the monthly annuity is paid to the contingent annuitant as long as the contingent annuitant lives.
  - (c) **10-Year Certain and Life Annuity.** A monthly annuity is payable to the annuitant for as long as the annuitant lives. If the annuitant dies before receiving payments for the 10-year certain period, any remaining payments for the balance of the 10-year certain period are paid to the annuitant's beneficiary.

If a certain period annuity is available, the certain period may not extend beyond the life expectancy of a Participant or the joint life expectancy of a Participant and any contingent annuitant, as determined on the Annuity Commencement Date.

- 6.3 **Determining Annuity Amount:** We compute the annuity amount using the factors reflected in the Table of Guaranteed Immediate Annuities attached to this contract. However, if our current single premium, nonparticipating, immediate annuity rates for this class of group annuity contracts produce a higher monthly annuity than the Table of Guaranteed Immediate Annuities, then that more favorable annuity rate is applied.
- 6.4 **Proof of Age and Survival; Minimum Payments:** We may require proof of any annuitant's or contingent annuitant's date of birth before commencing payments under any annuity. We may also require proof that an annuitant or contingent annuitant is living before making any annuity payment.

If a monthly annuity is less than our current established minimum payment, we may make payments on a less-frequent basis.

- 6.5 Annuity Certificates: We issue to each person for whom an annuity is purchased a certificate setting forth the annuity's amount and terms.

## SECTION 7 - OTHER CONTRACT CHARGES

- 7.1 Investment Option Charge (IOC): Under §4.4, the Accumulation Unit values of all Investment Accounts reflect the daily equivalent of an IOC expressed as an annual percentage.

The IOC for an Investment Account is applied directly against the Investment Account and is equal to the sum of “x” + “y” + “z,” where:

“x” = a current charge for the investment advisory fees and for the operational, organizational, and other expenses of the corresponding Mutual Fund, Portfolio, or other entity in which the Investment Account invests. Periodically, for a given Investment Account, “x” will change to reflect changes in the related expenses and other factors. Any change in “x” for an Investment Account will be effective without prior written notice. It is the Mutual Fund, Portfolio, or other entity that collects this charge, not AUL. Copies of the prospectuses or reports of the Mutual Fund, Portfolio, or other entity are available for review.

“y” = a current charge for our professional services, administrative services (including systems recordkeeping and Investment Account accounting), case acquisition costs, compliance support, sales office expenses, overhead, sales commissions, annuity purchase rate guarantees, reasonable profit, and other related costs.

“z” = an annual charge percentage equal to the current fixed dollar charge for expenses you have selected and to which you have agreed in your AUL administrative services agreement divided by the period-end Account Value in all Investment Accounts. Period-end will be month-end. Alternatively, at our option and upon [30] days notice to you prior to the beginning of the next calendar quarter, we may use the calendar quarter-end Account Value in all Investment Accounts to calculate “z.” We also reserve the right to revert to a month-end calculation upon [30] days notice to you prior to the beginning of the month in which the change is to be effective.

The “y” charge percentage factor and the maximum “z” charge percentage factor are disclosed in the Table of Contract Charges.

- 7.2 Taxes: We may deduct any premium tax we incur that is directly related to amounts received for the Participant from the balance applied to purchase an annuity, or at such other time as we incur a premium tax. We may also deduct from Investment Accounts reasonable charges for federal, state, or local income taxes we incur that are attributable to such Investment Accounts.

- 7.3 Other Charges:

- (a) We apply those charges listed in the Table of Contract Charges.
- (b) Charges due AUL for which the Plan is responsible, and to which the Plan Sponsor and Contractholder have otherwise agreed in writing, that are unpaid [60] days after the payment due date, will be deducted from your Account on a pro-rata basis from the Investment Options. Charges due AUL for which the Plan Sponsor (not the Plan) is responsible, and to which the Plan Sponsor has otherwise agreed in writing, must be paid by the Plan Sponsor.

## SECTION 8 - CONTRACT MODIFICATIONS

- 8.1 **Contract Amendment:** You and we may agree to any change or amendment to this contract without the consent of any other person or entity. This contract cannot be modified or amended, nor can any provision or condition be waived, except by written authorization of a corporate officer of AUL.
- 8.2 **Rates and §7 Charges:** We may announce new Guaranteed Rates, as described in §3.2. We may also modify the charge levels in §7 (but may not exceed the maximum charge levels listed in the Table of Contract Charges) using the procedures of §8.5.
- 8.3 **Conformance with Law:** We may amend this contract at any time, without your consent, or that of any other person or entity, if the amendment is reasonably needed to comply with, or give you or Participants the benefit of, any provisions of federal or state laws. Any such amendment will be delivered to you prior to its effective date.
- 8.4 **Addition, Deletion, or Substitution of Investments:**
- (a) We reserve the right, subject to compliance with applicable law, to make additions to, deletions from, substitution for, or combinations of, the securities that are held by any Investment Account or that any Investment Account may purchase. We reserve the right to eliminate the shares of any of the eligible Mutual Funds, Portfolios, or other entities and to substitute shares of, or interests in, another Mutual Fund, Portfolio, or another investment vehicle, for shares already purchased or to be purchased in the future under the contract, if the shares of any or all eligible Mutual Funds, Portfolios, or other entities are no longer available for investment or if further investment in any or all eligible Mutual Funds, Portfolios, or other entities becomes inappropriate in view of the purposes of the contract. Where required under applicable law, we will not substitute any shares attributable to your interest in any Investment Account without notice, your approval, Participant approval, or prior approval of the Securities and Exchange Commission or a state insurance commissioner, and without following the filing or other procedures established by applicable state insurance regulators. Nothing contained herein will prevent an Investment Account from purchasing other securities for other series or classes of contracts, or from effecting a conversion between series or classes of contracts on the basis of requests made by a majority of other contractholders or as permitted by federal law.
  - (b) We reserve the right to establish additional Investment Accounts, each of which would invest in the corresponding Mutual Fund, Portfolio, or other entity, or in other securities or investment vehicles. We reserve the right to eliminate or combine existing Investment Accounts if marketing, tax, or investment conditions warrant. We reserve the right to provide other Investment Options under this contract at any time. Subject to any required regulatory approvals, we reserve the right to transfer assets from any Investment Account to another separate account of AUL or Investment Account.
  - (c) In the event of any such substitution or change, we may, by appropriate amendment, make such changes in this contract as may be necessary or appropriate to reflect such substitution or change. Any transfer request or Investment Option election received on or after the effective date of such substitution or change that reflects the previous Investment Option that has been substituted or changed will be transacted using the new substituted or changed Investment Option. Subject to compliance with applicable law, we also may combine one or more Investment Accounts and may establish a committee, board, or other group to manage one or more aspects of the Investment Accounts.

8.5 Our Right to Initiate Changes: In addition to those amendments permitted by §§8.2, 8.3, and 8.4, we may initiate an additional provision or modification of any other provision of this contract (except for those prohibited amendments listed in §8.6) by giving you **[60]** days notice of such modification. Any such modification is effective without your affirmative assent unless you notify us before its effective date that you reject the modification. If you reject a modification, we may terminate this contract pursuant to §9.1.

8.6 Prohibited Amendments:

- (a) Notwithstanding our right to initiate changes under §8.5, we may not initiate changes to our obligation to set Guaranteed Rates for the period of time specified in §3.2, the payment provisions upon contract termination specified in §9.2, or the maximum charge levels listed in the Table of Contract Charges. We may not modify the Table of Guaranteed Immediate Annuities more often than once every 5 years, and such modified Table will only apply to those individuals who become Participants on or after the effective date of such modification.
- (b) No modification to this contract may change the terms of a previously purchased annuity or reduce any interest guarantee applicable to Account balances held in the SVA on the modification's effective date.

## SECTION 9 - TERMINATION OF CONTRACT

### 9.1 Termination by Either Party:

- (a) You may terminate this contract by giving us notice and electing a form of payment described in §9.2(a). Your rejection of a new Guaranteed Rate declared for the SVA pursuant to §3.2 shall constitute notice of your termination of the contract, provided that notice of such rejection is received by us at our Home Office at least **[5 days]** prior to the date that the new Guaranteed Rate takes effect.
- (b) We may terminate this contract by giving you notice and making the payment described in §9.2(b) if:
  - (1) you reject a modification to this contract that we propose under §8.5;
  - (2) we have ceased issuing new contracts of this type and intend to terminate substantially all contracts similar in nature to this contract;
  - (3) after the first **[3]** Contract Years have elapsed, your Account Value under this contract totals less than **[\$100,000]**;
  - (4) the Plan continues to be operated or administered in a manner that we determine would disqualify the Plan, is unlawful, violates ERISA or the Internal Revenue Code, or exposes us to potential liability, after we have provided you with at least **[30]** days notice of our concern; or
  - (5) the Plan Sponsor files for protection under federal bankruptcy law, is deemed insolvent, dissolves, closes, shuts down its business, or ceases operations.
- (c) Termination by either party is effective on the **[90<sup>th</sup>]** day following receipt of the termination notice, unless you and we agree to another date.

### 9.2 Payment upon Termination:

- (a) If you terminate the contract, you may elect the following options:
  - (1) We pay you your Investment Account Withdrawal Value in a lump-sum. Payment is made on the termination effective date, unless you and we agree to another date. Calculation of the amount to be paid is made on the Business Day preceding the payment date.

If you terminate the contract by rejecting a new Guaranteed Rate declared for the SVA pursuant to §3.2 (or if you reject a new Guaranteed Rate after having previously given us notice of contract termination), your SVA Account Value as determined on the Business Day that we receive at our Home Office your notice of rejection of the new Guaranteed Rate and intent to terminate the contract shall be transferred as of that date from the SVA to an Interest Account within our general asset account. (Amounts may be credited to this Interest Account only as described in this Subsection (a)(1).) All amounts accumulated in this Interest Account shall continue to earn interest at the Guaranteed Rate in effect for the SVA as of the date notice of rejection of the new Guaranteed Rate and intent to terminate the contract is received by us at our Home Office.

If you terminate the contract for reasons other than rejection of a new Guaranteed Rate declared for the SVA pursuant to §3.2, your SVA Account Value as

determined on the Business Day preceding the termination effective date shall be transferred from the SVA to the Interest Account discussed in the previous paragraph on the termination effective date. All amounts accumulated in the Interest Account shall continue to earn interest at the Guaranteed Rate in effect for the SVA as of the contract termination effective date.

Amounts accumulated in this Interest Account, subject to a Withdrawal Charge, shall be paid out [365 days] following the contract termination effective date. **[Only Plan benefit distributions that are paid pursuant to §6.1, and Plan benefit distributions that are paid pursuant to §5.1 for retirement, death, disability, termination of employment, and Code §401(a)(9) required minimum distributions and that are not subject to a Withdrawal Charge, shall continue to be made during this 365-day period.]** Provided that both you and we agree, an earlier payout within this [365-day] period may be arranged.

- (2) Transfer to Another Contract: You may transfer your Account Value to any group annuity contract that has a withdrawal charge that we may make available. You may transfer your Withdrawal Value to any group annuity contract that does not have a withdrawal charge that we may make available. Monies in the SVA can be transferred to such group annuity contract, subject to the same limitations as described in Subsection (a)(1) above.
  - (b) If we terminate the contract, we pay you your Withdrawal Value in a lump-sum. Payment is made on the termination effective date, unless you and we agree to another date. Calculation of the amount to be paid is made on the Business Day preceding the payment date. However, if we terminate the contract for the reasons in §9.1(b)(1) or (2), we pay you a lump-sum equal to your Account Value.
  - (c) As soon as administratively feasible following the Business Day that we receive your notice of intent to terminate the contract, but no later than [5] Business Days following the Business Day that we receive such notice, no Contributions may be credited to the SVA pursuant to §2.1, and no transfers to or from the SVA may be made pursuant to §5.2.
- 9.3 Indemnification Required: Payments or transfers under §9.2 are in full settlement of our obligations under this contract. Prior to making such payments or transfers under §9.2(a), we may require you and the Plan Sponsor to indemnify and hold us harmless from any and all losses, claims, or demands that may later be asserted against us in connection with the making of such payment or transfer.
- 9.4 Effect on Contract Obligations: Any annuities purchased prior to notification of contract termination are unaffected by a termination. We may refuse further Contributions at any time after a termination notice has been given. This contract terminates automatically if no amounts remain in either the SVA or any Investment Account.

## SECTION 10 - GENERAL PROVISIONS

*(Use this 10.1 if a 401(a) Plan)*

- 10.1 Ownership: You own this contract. No other person or entity has any right, title, or interest in this contract or to amounts received or credited under it until you make such amounts available to them. All amounts received or credited under this contract become our property. We are obligated to make only the payments or distributions specified in this contract.

*(Use this 10.1 if a governmental 457 NRDCP)*

- 10.1 Ownership: You own this contract. No other person or entity has any right, title, or interest in this contract or to amounts received or credited under it until you make such amounts available to them. All amounts received or credited under this contract become our property. We are obligated to make only the payments or distributions specified in this contract. Assets shall be held for the sole benefit of Participants and their beneficiaries under the Plan. No benefit or privilege under the contract may be sold, assigned, discounted, or pledged as collateral for a loan, as security for the performance of an obligation, or for any other purpose to any person or entity other than AUL.
- 10.2 Entire Contract: This contract and your application constitute the entire agreement between you and us. We are not a party to, nor bound by, a Plan, trust, custodial agreement, or other agreement, or any amendment or modification to any of the same. We are not a fiduciary under this contract or under any such Plan, trust, custodial agreement, or other agreement.
- 10.3 Benefit Determinations: You will furnish us whatever information is necessary to establish the eligibility for and amount of annuity or other benefit due. We rely solely on your instructions and certifications with respect to Participant benefits. You are fully responsible for determining:
- (a) whether benefit payments are permitted under applicable law and the Plan and
  - (b) the existence or amount of Excess Contributions (plus gains or minus losses thereon), or that returns of Excess Contributions are permitted by the Plan and the Code.

We may rely on your or your designee's statements or representations in honoring any benefit payment request.

We require that a Participant execute and submit to us an affidavit that we prepare in order that we may process that Participant's benefit payable under this contract if you, the Plan Sponsor, the Plan Trustee, and the Plan Administrator are no longer in existence at the time we receive that Participant's benefit payment request.

- 10.4 Representations and Warranties: You and we mutually represent and warrant, each to the other, that each is fully authorized to enter into this contract and that this contract is a valid and binding obligation and that the execution of this contract does not violate any law, regulation, judgment, or order by which the representing party is bound. In addition, you represent and warrant to us that:

*(Use this (a) for a 401(a) plan)*

**[(a) the Plan is qualified under Code §401(a);]**

*(Use this (a) for a governmental 457 NRDCP plan)*

**[(a) the Plan is a deferred compensation plan that meets the requirements of Code §457;]**

- (b) the execution of this contract has been authorized by the Plan fiduciary responsible for Plan investment decisions; and

- (c) the execution or performance of this contract does not violate any Plan provision or any law, regulation, judgment, or order by which the Plan is bound.

We do not make any representation or warranty regarding the federal, state, or local tax status of this contract or any transaction involving this contract.

- 10.5 Contractholder Representative; Misstatement of Data: You may designate a representative to act on your behalf under this contract or to receive any payment made pursuant to this contract. We may rely on any information you or your designee furnishes. We need not inquire as to the accuracy or completeness of such information. If any essential data pertaining to any person has been omitted or misstated, including, but not limited to, a misstatement of an annuitant's or contingent annuitant's age, we will make an equitable adjustment to provide the annuity or other benefit determined using correct data.
- 10.6 Assignment by Contractholder: You may assign this contract by filing the original or a duplicate of the assignment with us. We are not responsible for the validity of an assignment.
- 10.7 Form of Request, Notice, Instruction, or Direction: When reference is made to you or your designee making a request or giving notice, instruction, or direction, such request, notice, instruction, or direction must be in writing, or in a form otherwise acceptable to us, and is effective when we receive it.

*(Use this 10.8 for a 401(a) plan)*

- 10.8 Effect of Disqualification: You will promptly notify us if you determine that there is a reasonable basis for believing the Plan is no longer qualified under Code §401(a). In such event, your share of each Investment Account is withdrawn and transferred to the Liquid Interest Fund II (LIF II) within our general asset account, where such funds earn an annual effective interest rate from the date of allocation to LIF II until the earlier of the date those funds are withdrawn from the contract or the date the Plan is again qualified and such funds are transferred to the appropriate Investment Options pursuant to applicable Investment Option elections. Such annual effective interest rate shall be equal to **[the average 5-year Constant Maturity Treasury Rate reported by the Federal Reserve for the month of October of the calendar year immediately preceding the calendar year for which the annual effective interest rate is being determined (rounded to the nearest 0.05%), minus 1.25%. This annual effective interest rate shall not be less than 1% nor greater than 3%.]**. No amounts attributable to this contract can be placed in any Investment Account until the Plan is again qualified.

*(Use this 10.8 for a governmental 457 NRDCP plan)*

- 10.8 Effect of Failure to Maintain Governmental Status: You will promptly notify us if the Plan Sponsor ceases to be a governmental entity. In such event, your share of each Investment Account is withdrawn and transferred to the Liquid Interest Fund II (LIF II) within our general asset account, where such funds earn an annual effective interest rate from the date of allocation to LIF II until the earlier of the date those funds are withdrawn from the contract or the date the Plan Sponsor again qualifies as a governmental entity and such funds are transferred to the appropriate Investment Options pursuant to applicable Investment Option elections. Such annual effective interest rate shall be equal to **[the average 5-year Constant Maturity Treasury Rate reported by the Federal Reserve for the month of October of the calendar year immediately preceding the calendar year for which the annual effective interest rate is being determined (rounded to the nearest 0.05%), minus 1.25%. This annual effective interest rate shall not be less than 1% nor greater than 3%.]**. No amounts attributable to this contract can be placed in any Investment Account until the Plan Sponsor again qualifies as a governmental entity.

- 10.9 Conformity with Law: Any benefit payable under this contract shall not be less than the minimum benefit required by the insurance laws of the state in which the contract is delivered. Language in this contract referring to state or federal tax, securities, or other statutes or rules do not incorporate within this contract any such statutes or rules.
- 10.10 Gender and Number: Whenever the context so requires, the plural includes the singular, the singular the plural, and the masculine the feminine.
- 10.11 Facility of Payment: If you have directed us to pay any Participant, contingent annuitant, or beneficiary who is legally incapable of giving a valid receipt for any payment, and no guardian has been appointed, we will pay you directly. Any such payment fully discharges us to the extent of such payment.
- 10.12 Voting: We own all shares of a Mutual Fund, Portfolio, or other entity held in an Investment Account. We exercise the voting rights of such shares at all shareholder meetings on all matters requiring shareholder voting under the Investment Company Act of 1940 or other applicable laws. Our vote reflects instructions received from persons having the voting interest in the shares, as follows:
- (a) You have the voting interest under this contract. Unless otherwise required by applicable law, the number of shares of a Mutual Fund, Portfolio, or other entity for which you may give voting instructions is determined by dividing your Account Value in the affected Investment Account by the net asset value of the shares of the Mutual Fund, Portfolio, or other entity. Fractional votes are counted. Our determination is made as of the date used by the Mutual Fund, Portfolio, or other entity to determine shareholders eligible to vote.
  - (b) We vote shares proportionally, to reflect the voting instructions we receive in a timely manner from you and from all other contractholders. If no timely voting instructions are received from you, we vote shares proportionally, to reflect the voting instructions we received in a timely manner for all other contracts.

To the extent permitted by applicable law, we may vote shares in our own right or may modify the above procedures to reflect changes in the law or its interpretation.

We will provide prospectuses and other reports as required by applicable federal law.

- 10.13 Acceptance of New Contributions: We may refuse to accept new Contributions at any time.
- 10.14 Emergencies: If regular banking activities are suspended, securities exchanges are closed, or there is restricted trading on any securities exchange, or if emergency or other circumstances beyond our control exist that make the disposal or valuation of securities or other assets reasonably impractical, we may defer processing Contributions, transfers, withdrawals, payments, or other financial transactions under this contract for a reasonable period, in light of then-current market conditions.
- 10.15 Our Annual Statement: No provision of this contract controls, determines, or modifies any annual statement made by us to any insurance department, contractholder, regulatory body, or other person. Nor does anything in such annual statement control, determine, or modify the provisions of this contract.
- 10.16 Notice of Annual Meeting of Members: By-law, Art II, Sec. 2: the regular annual meeting of the members of American United Mutual Insurance Holding Company shall be held at its principal place of business on **[the third Thursday in February each year at ten o'clock A.M. local time]** or at

such other location, place, or time as may be designated by the Board of Directors. The election of directors shall be held at the annual meeting.

TABLE OF CONTRACT CHARGES

(1) Investment Option Charge (IOC):

(A) [The “y” charge factor of the §7.1 IOC for this contract is as follows:

<u>Your Month-End (or Quarter-End*)</u> <u>Account Value Allocated to All Investment Accounts</u>	<u>Annual Charge Factor</u>
Less than \$1,000,000	1.25%
Between \$1,000,000 and \$2,000,000	1.25%
Over \$2,000,000	1.25%

We determine “y” each month by multiplying your month-end Account Value in all Investment Accounts in the contract by the corresponding annual charge factor.

\*Alternatively, at our option and upon 30 days notice to you prior to the beginning of the next calendar quarter, we may determine “y” each calendar quarter by multiplying your quarter-end Account Value in all Investment Accounts in the contract by the corresponding annual charge factor. We also reserve the right to change to a monthly “y” determination from a quarterly “y” determination upon 30 days notice to you prior to the beginning of the month in which the change is to be effective.

Notwithstanding the above, the “y” annual charge factor for the first month (or first calendar quarter, if determining “y” on a quarterly basis) is 1.25%.]

(B) The “z” charge percentage factor of the §7.1 IOC for this contract will never exceed [1%].

(2) Charge for Non-Electronic Transfers: We charge a service fee of up to \$5 for non-electronic transfers between Investment Options, which will either be billed to you or deducted from your Account.

(3) Contract Termination Individual Participant Check Fee: We bill you for a fee of up to \$100 for each Participant for whom an individual check is prepared upon contract termination. (This charge does not apply to a lump-sum payment to you upon contract termination.)

[(4) **Participant Account Charge:** Should we ever begin to provide individual Participant recordkeeping services under this contract, we reserve the right to deduct a Participant Account Charge of up to \$10 per Contract Quarter on the last day of each Contract Quarter from each Participant Account in existence on such day for as long as the Participant Account is in effect. Alternatively, we may bill this charge to you. If the entire balance of a Participant Account is applied or withdrawn before the last day of the Contract Quarter pursuant to the contract, the Participant Account Charge attributable to the period of time which has elapsed since the first day of the Contract Quarter in which such application or withdrawal of funds is made will not be deducted from the amount applied or withdrawn and will not be billed to you.]

**[TABLE OF GUARANTEED IMMEDIATE ANNUITIES  
MONTHLY INCOME PER \$1,000 OF ACCOUNT VALUE**

ADJUSTED AGE	LIFE ANNUITY	10-YEAR CERTAIN AND LIFE ANNUITY
45	2.7498	2.7455
46	2.7986	2.7938
47	2.8498	2.8444
48	2.9036	2.8975
49	2.9602	2.9532
50	3.0197	3.0116
51	3.0823	3.0730
52	3.1483	3.1375
53	3.2178	3.2052
54	3.2913	3.2763
55	3.3690	3.3512
56	3.4511	3.4299
57	3.5381	3.5126
58	3.6301	3.5995
59	3.7273	3.6906
60	3.8300	3.7862
61	3.9387	3.8865
62	4.0536	3.9919
63	4.1751	4.1024
64	4.3037	4.2184
65	4.4397	4.3400
66	4.5837	4.4676
67	4.7365	4.6014
68	4.8992	4.7419
69	5.0735	4.8895
70	5.2610	5.0448
71	5.4635	5.2077
72	5.6823	5.3783
73	5.9180	5.5559
74	6.1718	5.7400
75	6.4456	5.9301

**Adjusted Age = Actual Age at Settlement (in years and completed months) less the following number of months: [0.6 times (Birth Year - 1915)] rounded to the nearest integer.**

**Guaranteed purchase rates are 100% of the net single premium for the benefit provided based on 85% of the unprojected 1994 Group Annuity Reserving Table for females with interest at 1.5%.]**

## TABLE OF INVESTMENT ACCOUNTS

The following Investment Accounts are made available to you under this contract. By completing a form we require, you may restrict the Investment Accounts. Amounts allocated to any Investment Account identified below are invested in the shares of the corresponding Mutual Fund, Portfolio, or other entity listed below. Any restrictions imposed on AUL's ability to buy or sell shares in a Mutual Fund, Portfolio, or other entity listed below, and any fees imposed on AUL in connection with the purchase or sale of such shares, will be applied to any transaction by the Contractholder involving the corresponding listed Investment Account. Competing Investment Accounts are not available under this contract.

Investment Account

Mutual Fund, Portfolio, or Other Entity

***/(Note: Competing Investment Accounts are not to be available under this contract and are not to be listed here.)***

AIM Basic Value	AIM Basic Value Fund (R Class)
AIM Capital Development	AIM Capital Development (R Class)
AIM Energy	AIM Energy Fund (A Class)
AIM Financial Services	AIM Financial Services Fund (A Class)
AIM Global Equity	AIM Global Equity Fund (A Class)
AIM Global Health Care	AIM Global Health Care Fund (A Class)
AIM International Growth	AIM International Growth (R Class)
AIM Leisure	AIM Leisure Fund (K Class)
AIM Mid Cap Core Equity	AIM Mid Cap Core Equity Fund (R Class)
AIM Small Cap Growth	AIM Small Cap Growth Fund (R Class)
AIM Technology	AIM Technology Fund (A Class)
Alger Capital Appreciation Institutional	Alger Capital Appreciation Institutional (R Class)
Alger Small /Cap Growth Institutional	Alger Small/Cap Growth Institutional (R Class)
AllianceBernstein 2010 Retirement Strategy	AllianceBernstein 2010 Retirement Strategy (R Class)
AllianceBernstein 2015 Retirement Strategy	AllianceBernstein 2015 Retirement Strategy (R Class)
AllianceBernstein 2020 Retirement Strategy	AllianceBernstein 2020 Retirement Strategy (R Class)
AllianceBernstein 2025 Retirement Strategy	AllianceBernstein 2025 Retirement Strategy (R Class)
AllianceBernstein 2030 Retirement Strategy	AllianceBernstein 2030 Retirement Strategy (R Class)
AllianceBernstein 2035 Retirement Strategy	AllianceBernstein 2035 Retirement Strategy (R Class)
AllianceBernstein 2040 Retirement Strategy	AllianceBernstein 2040 Retirement Strategy (R Class)
AllianceBernstein 2045 Retirement Strategy	AllianceBernstein 2045 Retirement Strategy (R Class)
AllianceBernstein 2050 Retirement Strategy	AllianceBernstein 2050 Retirement Strategy (R Class)
AllianceBernstein 2055 Retirement Strategy	AllianceBernstein 2055 Retirement Strategy (R Class)
AllianceBernstein Focused Growth & Income	AllianceBernstein Focused Growth & Income Fund (R Class)
AllianceBernstein Global Value	AllianceBernstein Global Value Fund (R Class)
AllianceBernstein International Growth	AllianceBernstein International Growth Fund (R Class)
AllianceBernstein International Value	AllianceBernstein International Value Fund (R Class)
AllianceBernstein Mid-Cap Growth	AllianceBernstein Mid-Cap Growth Fund (R Class)
AllianceBernstein Small/Mid Cap Value	AllianceBernstein Small/Mid Cap Value Fund (R Class)
AllianceBernstein Small-Cap Growth	AllianceBernstein Small –Cap Growth Fund (R Class)
AllianceBernstein Value	AllianceBernstein Value Fund (R Class)
Allianz CCM Capital Appreciation	Allianz CCM Capital Appreciation Fund (R Class)
Allianz CCM Mid-Cap	Allianz CCM Mid-Cap (R Class)
Allianz NFJ Dividend Value	Allianz NFJ Dividend Value (R Class)
Allianz NFJ Small Cap Value	Allianz NFJ Small Cap Value Fund (R Class)
Allianz OpCap Renaissance Fund	Allianz OpCap Renaissance Fund (R Class)
Allianz OpCap Value Fund	Allianz OpCap Value Fund (R Class)
American Century® Emerging Markets	American Century ® Emerging Markets (Adv Class)
American Century® Equity Growth	American Century® Equity Growth Fund (Advisor Class)
American Century® Equity Income	American Century® Equity Income Fund (Advisor Class)
American Century ® Ginnie Mae	American Century ® Ginnie Mae Fund (Advisor Class)

American Century® Growth	American Century® Growth Fund (Advisor Class)
American Century® Heritage	American Century® Heritage Fund (Advisor Class)
American Century® Inflation-Adjusted Bond	American Century® Inflation-Adjusted Bond Fund (Advisor Class)
American Century® International Growth	American Century® International Growth Fund (Advisor Class)
American Century® Large Company Value	American Century® Large Company Value Fund (Advisor Class)
American Century® New Opportunities II	American Century® New Opportunities II Fund (A Class)
American Century® Real Estate	American Century® Real Estate (Advisor Class)
American Century® Select	American Century® Select Fund (Advisor Class)
American Century® Strategic Allocation: Aggressive Fund)	American Century® Strategic Allocation: Aggressive Fund (Advisor)
American Century® Strategic Allocation: Conservative Fund)	American Century® Strategic Allocation: Conservative Fund (Advisor)
American Century® Strategic Allocation: Moderate	American Century® Strategic Allocation: Moderate Fund (Advisor Fund)
American Century® Ultra®	American Century® Ultra® Fund (Advisor Class)
American Century® Vista	American Century® Vista Fund (Advisor Class)
American Funds AMCAP	American Funds AMCAP (R3 Class)
American Funds American High Income Trust	American Funds American High Income Trust (R3 Class)
American Funds Capital World Growth & Income	American Funds Capital World Growth & Income (R3 Class)
American Funds EuroPacific Growth	American Funds EuroPacific Growth (R3 Class)
American Funds Fundamental Investors	American Funds Fundamental Investors (R3 Class)
American Funds Growth Fund of America	American Funds Growth Fund of America (R3 Class)
American Funds Intermediate Bond Fund of America	American Funds Intermediate Bond Fund of America (R3 Class)
Fidelity® Advisor Dividend Growth	Fidelity® Advisor Dividend Growth Fund (T Class)
Fidelity® Advisor Dynamic Capital Appreciation	Fidelity® Advisor Dynamic Capital Appreciation Fund (T Class)
Fidelity® Advisor Equity Growth	Fidelity® Advisor Equity Growth Fund (T Class)
Fidelity® Advisor Equity Income	Fidelity® Advisor Equity Income Fund (T Class)
Fidelity® Advisor Freedom Income	Fidelity® Advisor Freedom Income Fund (T Class)
Fidelity® Advisor Fifty	Fidelity® Advisor Fifty (T Class)
Fidelity® Advisor Growth & Income	Fidelity® Advisor Growth & Income Fund (T Class)
Fidelity® Advisor Growth Opportunities	Fidelity® Advisor Growth Opportunities Fund (T Class)
Fidelity® Advisor Leveraged Company Stock	Fidelity® Advisor Leveraged Company Stock (T Class)
Fidelity® Advisor New Insights	Fidelity® Advisor New Insights (T Class)
Fidelity® Advisor Small Cap	Fidelity® Advisor Small Cap Fund (T Class)
Fidelity Freedom 2010	Fidelity Freedom 2010 Fund (T Class)
Fidelity Freedom 2015	Fidelity Freedom 2015 Fund (T Class)
Fidelity Freedom 2020	Fidelity Freedom 2020 Fund (T Class)
Fidelity Freedom 2025	Fidelity Freedom 2025 Fund (T Class)
Fidelity Freedom 2030	Fidelity Freedom 2030 Fund (T Class)
Fidelity Freedom 2035	Fidelity Freedom 2035 Fund (T Class)
Fidelity Freedom 2040	Fidelity Freedom 2040 Fund (T Class)
Fidelity Freedom 2045	Fidelity Freedom 2045 Fund (T Class)
Fidelity Freedom 2050	Fidelity Freedom 2050 Fund (T Class)
Fifth Third Mid Cap Growth	Fifth Third Mid Cap Growth Fund (Advisor Class)
Fifth Third Multi Cap Value	Fifth Third Multi Cap Value Fund (Advisor Class)
Fifth Third Quality Growth	Fifth Third Quality Growth Fund (Advisor Class)
Fifth Third Strategic Income	Fifth Third Strategic Income Fund (Advisor Class)
First American Mid-Cap Growth Opportunities	First American Mid-Cap Growth Opportunities (R Class)
First American Mid-Cap Value	First American Mid-Cap Value (R Class)
First American Small Cap Select	First American Small Cap Select (R Class)
First American Small Cap Value	First American Small Cap Value (R Class)
First American Strategy Growth Allocation	First American Strategy Growth Allocation (R Class)
Franklin Capital Growth	Franklin Capital Growth Fund (R Class)
Franklin Flex Cap Growth	Franklin Flex Cap Growth Fund (R Class)
Franklin Small Cap Value	Franklin Small Cap Value (R Class)
Franklin Small-Mid Cap Growth	Franklin Small-Mid Cap Growth Fund (R Class)

Franklin Strategic Income  
 Goldman Sachs Mid-Cap Value  
 Goldman Sachs Small Cap Value  
 Goldman Sachs Strategic Growth  
 Goldman Sachs Tollkeeper  
 Janus Adviser Forty  
 Janus Adviser Growth & Income  
 Janus Adviser INTECH Risk-Managed Large Cap Growth  
 Janus Adviser Mid Cap Value  
 Janus Adviser Small Company Value  
 Lord Abbett Developing Growth  
 Lord Abbett Growth Opportunities  
 Lord Abbett Mid Cap Value  
 Lord Abbett Small-Cap Blend  
 Marshall Mid-Cap Growth  
 Marshall Mid-Cap Value  
 Marshall Small-Cap Growth  
 Neuberger Berman Fasciano  
 Neuberger Berman Focus  
 Neuberger Berman Partners  
 Neuberger Berman Small Cap Growth  
 OneAmerica Asset Director  
 OneAmerica Investment Grade Bond  
 OneAmerica Money Market\*  
 OneAmerica Socially Responsive  
 OneAmerica Value  
 Oppenheimer Global  
 Oppenheimer International Bond  
 Oppenheimer Main Street Opportunity  
 Oppenheimer Main Street Small Cap Fund  
 PIMCO High Yield  
 PIMCO Total Return  
 Pioneer Bond  
 Pioneer Emerging Markets  
 Pioneer  
 Pioneer High Yield  
 Pioneer Mid-Cap Value  
 Pioneer Oak Ridge Large Cap Growth  
 Pioneer Small Cap Value  
 Russell LifePoints Balanced  
 Russell LifePoints Conservative  
 Russell LifePoints Equity Growth Strategy  
 Russell LifePoints Growth Strategy  
 Russell LifePoints Moderate  
 Russell 2010 Strategy  
 Russell 2020 Strategy  
 Russell 2030 Strategy  
 Russell 2040 Strategy  
 SSgA S&P 500 Index Strategy  
 SSgA S&P MidCap 400 Index Strategy  
 SSgA Russell 2000 Index Strategy  
 SSgA MSCI EAFE Index Strategy  
 T. Rowe Price Blue Chip Growth  
 T. Rowe Price Equity-Income  
 T. Rowe Price Growth Stock

Franklin Strategic Income Fund (R Class)  
 Goldman Sachs Mid-Cap Value (SVC Class)  
 Goldman Sachs Small Cap Value (SVC Class)  
 Goldman Sachs Strategic Growth (SVC Class)  
 Goldman Sachs Tollkeeper (SVC Class)  
 Janus Adviser Forty Fund (R Class)  
 Janus Adviser Growth & Income Fund (R Class)  
 Janus Adviser INTECH Risk-Managed Large Cap Growth Fund (S Class)  
 Janus Adviser Mid Cap Value (R Class)  
 Janus Adviser Small Company Value Fund (S Class)  
 Lord Abbett Developing Growth Fund (P Class)  
 Lord Abbett Growth Opportunities Fund (P Class)  
 Lord Abbett Mid Cap Value Fund (P Class)  
 Lord Abbett Small-Cap Blend Fund (P Class)  
 Marshall Mid-Cap Growth Fund (Investor Class)  
 Marshall Mid-Cap Value Fund (Investor Class)  
 Marshall Small-Cap Growth Fund (Investor Class)  
 Neuberger Berman Fasciano Fund (Advisor Class)  
 Neuberger Berman Focus Fund (Advisor Class)  
 Neuberger Berman Partners Fund (Advisor Class)  
 Neuberger Berman Small Cap Growth Fund (Advisor Class)  
 OneAmerica Asset Director Portfolio (Advisor Class)  
 OneAmerica Investment Grade Bond Portfolio (Advisor Class)  
 OneAmerica Money Market Portfolio (Advisor Class)  
 OneAmerica Socially Responsive Portfolio (Advisor Class)  
 OneAmerica Value Portfolio (Advisor Class)  
 Oppenheimer Global Fund (N Class)  
 Oppenheimer International Bond Fund (N Class)  
 Oppenheimer Main Street Opportunity Fund (N Class)  
 Oppenheimer Main Street Small Cap Fund (N Class)  
 PIMCO High Yield Fund (R Class)  
 PIMCO Total Return (R Class)  
 Pioneer Bond Fund (R Class)  
 Pioneer Emerging Markets (A Class)  
 Pioneer Fund (R Class)  
 Pioneer High Yield Fund (R Class)  
 Pioneer Mid-Cap Value Fund (R Class)  
 Pioneer Oak Ridge Large Cap Growth Fund (R Class)  
 Pioneer Small Cap Value Fund (R Class)  
 Russell LifePoints Balanced Strategy Fund (R3 Class)  
 Russell LifePoints Conservative Strategy Fund (R3 Class)  
 Russell LifePoints Equity Growth Strategy Fund (R3 Class)  
 Russell LifePoints Growth Strategy Fund (R3 Class)  
 Russell LifePoints Moderate Strategy Fund (R3 Class)  
 Russell 2010 Strategy Fund (R3 Class)  
 Russell 2020 Strategy Fund (R3 Class)  
 Russell 2030 Strategy Fund (R3 Class)  
 Russell 2040 Strategy Fund (R3 Class)  
 SSgA S&P 500 Index Strategy Fund  
 SSgA S&P MidCap 400 Index Strategy Fund  
 SSgA Russell 2000 Index Strategy Fund  
 SSgA MSCI EAFE Index Strategy Fund  
 T. Rowe Price Blue Chip Growth Fund (R Class)  
 T. Rowe Price Equity-Income Fund (R Class)  
 T. Rowe Price Growth Stock Fund (R Class)

**T. Rowe Price International Growth and Income**  
**T. Rowe Price International Stock**  
**Templeton Foreign**  
**Templeton Growth**  
**Thornburg Core Growth**  
**Thornburg International Value**  
**Thornburg Limited-Term Income**  
**Thornburg Value**  
**Timothy Conservative Growth**  
**Timothy Strategic Growth**

**T. Rowe Price International Growth and Income Fund (R Class)**  
**T. Rowe Price International Stock Fund (R Class)**  
**Templeton Foreign Fund (R Class)**  
**Templeton Growth (R Class)**  
**Thornburg Core Growth Fund (R3 Class)**  
**Thornburg International Value Fund (R3 Class)**  
**Thornburg Limited-Term Income Fund (R3 Class)**  
**Thornburg Value Fund (R3 Class)**  
**Timothy Conservative Growth Fund (A Class)**  
**Timothy Strategic Growth Fund (A Class)]**

SERFF Tracking Number: AULD-126681495 State: Arkansas  
Filing Company: American United Life Insurance Company State Tracking Number: 46045  
Company Tracking Number: GB8-UK(SVA)  
TOI: A02.1G Group Annuities - Deferred Non- Sub-TOI: A02.1G.002 Flexible Premium  
Variable and Variable  
Product Name: Unallocated SVA Group Retirement Annuities  
Project Name/Number: Unallocated SVA Group Retirement Annuities/GB8-uK(SVA)

## Supporting Document Schedules

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Flesch Certification		
<b>Comments:</b>		
<b>Attachment:</b> ARactcert-Reg6.pdf		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Application		
<b>Comments:</b> This application was approved by your department on April 17, 2000.		
<b>Attachment:</b> 11104 (Reference for filing).pdf		

**STATE OF ARKANSAS**

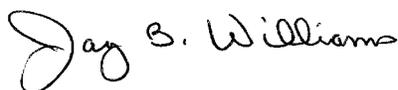
**CERTIFICATION**

CARRIER: AMERICAN UNITED LIFE INSURANCE COMPANY

SUBMISSION: GB8-uK(SVA)) - Guaranteed Benefit Unallocated  
Group Retirement Annuity, with Variable Separate Account and Stable Value Account

DATE: June 15, 2010

I hereby certify that to the best of my knowledge and belief the above submission conforms to Arkansas Regulation 6.

A handwritten signature in black ink that reads "Jay B. Williams". The signature is written in a cursive style with a large, stylized initial "J".

Jay B. Williams

Name

Vice President, Compliance

Title

**APPLICATION TO THE AMERICAN UNITED LIFE INSURANCE COMPANY  
FOR A GROUP ANNUITY CONTRACT**

**ABC Company**

*(hereinafter called the Applicant)*

hereby applies for Group Annuity Contract Number **GA XX,XXX**.

This application is made a part of the said contract, which is hereby approved and its provisions and conditions accepted.

This application is executed in duplicate, one counterpart being attached to said contract and the other being returned to American United Life Insurance Company.

It is agreed that this application supersedes any previous application for said contract.

Dated at \_\_\_\_\_ on \_\_\_\_\_,

Signature of Applicant **ABC Company**

\_\_\_\_\_  
*(Soliciting Agent)*

By \_\_\_\_\_  
\_\_\_\_\_  
*(Signature and Title)*

**REFERENCE ONLY**

THIS FORM  
PREVIOUSLY  
APPROVED BY YOUR  
OFFICE.

*Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.*

P-11104

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Signature of Applicant **ABC Company**

\_\_\_\_\_  
*(Soliciting Agent)*

By \_\_\_\_\_  
\_\_\_\_\_  
*(Signature and Title)*

*Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.*

P-11104