

SERFF Tracking Number: CMPL-126699149 State: Arkansas  
 Filing Company: Reassure America Life Insurance Company State Tracking Number: 46087  
 Company Tracking Number: RALIC TSA ENDT 403(B) 1.0  
 TOI: A02I Individual Annuities- Deferred Non- Variable Sub-TOI: A02I.002 Flexible Premium  
 Product Name: RALIC TSA ENDT 403(b) 1.0  
 Project Name/Number: RALIC TSA ENDT 403(b) 1.0/RALIC TSA ENDT 403(b) 1.0

## Filing at a Glance

Company: Reassure America Life Insurance Company

Product Name: RALIC TSA ENDT 403(b) 1.0 SERFF Tr Num: CMPL-126699149 State: Arkansas  
 TOI: A02I Individual Annuities- Deferred Non- Variable SERFF Status: Closed-Approved- Closed State Tr Num: 46087  
 Sub-TOI: A02I.002 Flexible Premium Co Tr Num: RALIC TSA ENDT 403(B) 1.0 State Status: Approved-Closed  
 Filing Type: Form Reviewer(s): Linda Bird  
 Author: Nancy French Disposition Date: 06/30/2010  
 Date Submitted: 06/29/2010 Disposition Status: Approved-Closed  
 Implementation Date Requested: On Approval Implementation Date:  
 State Filing Description:

## General Information

Project Name: RALIC TSA ENDT 403(b) 1.0 Status of Filing in Domicile:  
 Project Number: RALIC TSA ENDT 403(b) 1.0 Date Approved in Domicile:  
 Requested Filing Mode: Review & Approval Domicile Status Comments:  
 Explanation for Combination/Other: Market Type: Individual  
 Submission Type: New Submission Group Market Size:  
 Overall Rate Impact: Group Market Type:  
 Filing Status Changed: 06/30/2010 Explanation for Other Group Market Type:  
 State Status Changed: 06/30/2010  
 Deemer Date: Created By: Nancy French  
 Submitted By: Nancy French Corresponding Filing Tracking Number:  
 Filing Description:  
 Compliance Research Services is pleased to submit the enclosed form on behalf of Reassure America Life Insurance Company (Reassure). A letter of filing authorization is enclosed.

Enclosed for your review and approval is Form 403(b) 1.0. This is a new form and is not intended to replace any forms currently on file with your Department. It amends Reassure's tax sheltered annuities (TSAs) to ensure that those annuities continue to receive favorable tax treatment. Upon approval, the endorsement will be sent to the owners of previously issued TSA annuity plans in your state.

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The endorsement is in final print format. The language is not variable. We believe this form is exempt from readability requirements, as the language in the endorsement is made necessary by federal law.

We have included any transmittals or certifications required by your Department.

If you have any questions concerning this filing, please contact me at the phone 513-984-6050.

## Company and Contact

### Filing Contact Information

Nancy French, Product Manager nrfrench@crssolutionsgroup.com  
 10921 Reed Hartman Highway 513-984-6050 [Phone]  
 Suite 334 513-984-7212 [FAX]  
 Cincinnati, OH 45242

### Filing Company Information

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

Reassure America Life Insurance Company	CoCode: 70211	State of Domicile: Indiana
1700 Magnavox Way	Group Code:	Company Type:
Fort Wayne, IN 46804	Group Name: Swiss Re	State ID Number:
(513) 984-6050 ext. [Phone]	FEIN Number: 23-6200031	

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$20.00  
 Retaliatory? No  
 Fee Explanation: Filing/review of each Life and/or Accident and Health certificate, rider, application, or endorsement, if filed separately from basic form, per insurer, each form = \$20.00  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Reassure America Life Insurance Company	\$20.00	06/29/2010	37638880

SERFF Tracking Number: CMPL-126699149 State: Arkansas  
Filing Company: Reassure America Life Insurance Company State Tracking Number: 46087  
Company Tracking Number: RALIC TSA ENDT 403(B) 1.0  
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium  
Variable  
Product Name: RALIC TSA ENDT 403(b) 1.0  
Project Name/Number: RALIC TSA ENDT 403(b) 1.0/RALIC TSA ENDT 403(b) 1.0

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	06/30/2010	06/30/2010

*SERFF Tracking Number:* CMPL-126699149      *State:* Arkansas  
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*TOI:* A021 Individual Annuities- Deferred Non-      *Sub-TOI:* A021.002 Flexible Premium  
Variable  
*Product Name:* RALIC TSA ENDT 403(b) 1.0  
*Project Name/Number:* RALIC TSA ENDT 403(b) 1.0/RALIC TSA ENDT 403(b) 1.0

## **Disposition**

Disposition Date: 06/30/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

*SERFF Tracking Number:* CMPL-126699149      *State:* Arkansas  
*Filing Company:* Reassure America Life Insurance Company      *State Tracking Number:* 46087  
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*TOI:* A021 Individual Annuities- Deferred Non-Variable      *Sub-TOI:* A021.002 Flexible Premium  
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<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification		Yes
<b>Supporting Document</b>	Application		No
<b>Supporting Document</b>	Life & Annuity - Acturial Memo		No
<b>Supporting Document</b>	Authorization Letter		Yes
<b>Form</b>	403(b) ANNUITY ENDORSEMENT		Yes

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## Form Schedule

### Lead Form Number: Form 403(b) 1.0

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	403(b) 1.0	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		50.000	403_b_Annuity Endorsement - FINAL 06262010.pdf

# 403(b) ANNUITY ENDORSEMENT

## Reassure America Life Insurance Company

Home Office: Fort Wayne, Indiana

Administrative Office:

[ Post Office Box 9000 ]

[ Coppell, Texas 75019-9000 ]

Phone: [ 1-800-678-6227 ]

**Policy Number:** 123456789 **Endorsement Effective Date:** January 1, 2010

**Owner Name:** John Doe

**Owner Address:** 123 Main Street, Anytown, USA 99999

**Insured Name:** Jane Doe

This 403(b) Annuity Endorsement replaces all previous 403(b) Annuity Endorsements issued in conjunction with this Contract.

It is hereby agreed and understood that the Policy to which this endorsement is attached is hereby amended as follows:

### 1. Definitions

- (a) Contract – means the annuity contract or policy form to which this Endorsement is attached.
- (b) Code – means the Internal Revenue Code of 1986 amended from time to time.
- (c) Designated Beneficiary – means the person named as beneficiary by the Owner in this Contract.
- (d) Owner – means the Owner of the annuity Contract to which this Endorsement is attached.
- (e) Employee – means any person who performs service or has performed service regularly for the Employer in exchange for compensation. A leased employee or an independent contractor shall not be considered as an employee.
- (f) Employer – For this Endorsement, means only the following eligible organizations as described in Code Section 403(b)(1)(A):
  - a Code Section 501(c)(3) entity which is exempt from taxation under Code Section 501(a), a public educational organization described in Code Section 170(b)(1)(A)(ii), or a church sponsored employer as described in Code Section 414(e)(5)(A).
- (g) Regulations – means the applicable section of the Federal Treasury Regulations.
- (h) The Insurer – means Reassure America Life Insurance Company.
- (i) Plan – means the Code section 403(b) written document adopted by the Employer in accordance with Regulations §1.403(b)-3(b)(3)(i).

### 2. Validity of This Contract

This Contract is only valid if it is or was purchased:

- (a) by an Employer as described in Section 1(f) of this Endorsement for its Employee who is the Owner of this Contract.
- (b) by the Owner to receive eligible rollovers or direct rollover distributions from a 403(b) annuity or 403(b) custodial account, or from a Code Section 401(a) or 403(a) qualified Plan, or a direct transfer from a Code Section 457(b) government sponsored deferred compensation plan, and from a Code Section 408(a) or 408(b) Individual Retirement Account or Annuity.

### 3. Maximum Annual Contribution

Except in the case of a rollover contribution or direct transfer, the premium payments applicable to this Contract must be attributable to the Employee's salary reduction agreement with the Employer, or from the permitted Employer contribution.

The maximum premiums made during a tax year on behalf of the Owner, when aggregated with other premiums made through the Owner's Employer shall not exceed the limitations set forth in Section 403(b)(1) of the Code for that year. The maximum of all applicable contributions made on the Owner's behalf during the Owner's tax year shall not exceed the limitations set forth in Section 402(g) and Section 415 of the Code. The Owner shall be responsible for determining that these limitations are satisfied. If any of these limits would otherwise be exceeded, the Owner's salary reduction agreement under the Plan shall be reduced or limited to the extent necessary to satisfy the applicable limits. Any salary reduction contributions made in excess of the limits under Section 402(g) of the Code shall be distributed to the Employee. Any contributions that exceed the limits under Section 415 of the Code shall be separately accounted for and distributed to the Employee.

#### **4. Catch Up Contributions**

During any taxable year, to the extent permitted under the Plan, if the Owner has attained age 50 and is eligible to make contributions to the Contract according to a salary reduction agreement, the Owner may make additional catch up contributions as long as the total catch up contributions from all sources do not exceed the catch up limit under Code Section 414(v) for the taxable year. In addition, if the Owner has at least 15 years of service with the Employer, the Owner is entitled to a special Section 403(b) catch up limit, to the extent permitted under the Plan.

#### **5. Timing of Distributions and Benefits**

The amounts held in this 403(b) annuity Contract as a result of premium payments, including earnings thereof, under the Owner's salary reduction agreement cannot be distributed before one of the following events:

- (a) the Owner has reached age 59 1/2;
- (b) the Owner has become disabled within the meaning of Section 72(m)(7) of the Code, unless otherwise provided in the Plan;
- (c) the Owner has a severance from employment;
- (d) the Owner incurs a hardship as generally defined in Code Section 401(k); (to the extent permitted under the Plan) and in accordance with Regulations §1.401(k)-1(d)(3);
- (e) the termination of the Plan to the extent permitted by Regulations §1.403(b)-10(a); or
- (f) upon death of the Owner.

The above requirements do not apply to contributions to the 403(b) annuity Contract before January 1, 1989.

The Insurer will accept contributions and make distributions only upon a determination by the Employer or its delegate that the contribution or distribution complies with applicable federal income tax law and the Plan. The Employee consents to the Insurer sharing, and authorizes the Insurer to share, information about the Annuitant, his or her beneficiary, and the Contract with the Employer, its delegate, and the current or former provider of annuities or custodial accounts under the Plan.

#### **6. Required Minimum Distribution**

- (a) **Required Beginning Date.** The required beginning date is April 1 of the calendar year following the later of the calendar year in which the Owner attains 70 1/2 or the calendar year in which the Owner retires from employment with the Employer maintaining the Plan. However, for any Section 403(b) annuity Contract that is not part of a government plan or church plan, the required beginning date for a 5 percent owner is April 1 of the calendar year following the calendar year in which the Owner attains age 70 1/2.
- (b) Notwithstanding any provision of this Contract to the contrary, the distribution of the Owner's interest in the Contract shall be made in accordance with the requirements of Code Sections 401(a)(9) and 403(b)(10) and the Regulations thereunder, the provisions of which are herein

incorporated by reference including Regulations §1.403(b)-3. If distributions are made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in this Contract must satisfy the requirements of Q&A-4 of §1.401(a)(9)-6 of the Regulations. The required minimum distribution for this Contract may be withdrawn from another Code Section 403(b) annuity contract or custodial account of the Owner according to Q&A of Regulations §1.403(b)-3. However, the Owner may **not** use withdrawal from a non-403(b) account, such as an Individual Retirement Account, to satisfy the required minimum distribution for this 403(b) Contract or any other 403(b) contracts. The portion of this Contract that is equal to the undistributed value of the Contract as of December 31, 1986 shall be distributed in accordance with the incidental benefit requirements in Q&A-3 of Regulations §1.403(b)-3.

- (c) **Limits on Distribution Periods.** As of the first distribution calendar year, distributions, if not made in a single-sum, may only be made over one of the following periods (or a combination thereof):
- (i) the life of the Owner;
  - (ii) the life of the Owner and a Designated Beneficiary;
  - (iii) a period certain not extending beyond the life expectancy of the Owner; or
  - (iv) a period certain not extending beyond the joint and last survivor expectancy of the Owner and a Designated Beneficiary.

Payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As-1 and 4 of §1.401(a)(9)-6 of the Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of §1.401(a)(9)6.

- (d) **The First and Second Required Payments.** The first required payment can be made as late as the Required Beginning Date and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval which is the end of the calendar year in which the Required Beginning Date occurred.
- (e) **Life Expectancy and Distribution Period.** Life expectancy tables referred to in this section for annuities certain distributions or for required minimum distributions to be determined on an annual basis are contained in Regulations §1.401(a)(9)-9 Q and A1, A2, and A3. In general, lifetime distributions with or without a Designated Beneficiary or with a spouse as Designated Beneficiary who is not more than 10 years younger, the Distribution Periods of the Uniform Lifetime Table should be used as divisor. When the Designated Beneficiary is a spouse that is more than 10 years younger, the joint and last survivor life expectancy of two individuals from the Joint and Last Survivor Table is used. When single life expectancy is required in a death benefit situation, the Single Life Table is used.

## 7. Distribution Upon Death.

- (a) **Death on or After Required Distributions.** If the Owner dies on or after distribution of his or her interest has begun, the remaining portion of such interest will continue to be distributed under the Contract option chosen.
- (b) **Death Before Required Distributions Commence.** If the Owner dies before required distributions commence, the Owner's entire interest will be distributed at least as rapidly as follows:
- (i) If the Designated Beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with (iii) below.
  - (ii) If the Owner's sole Designated Beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70 1/2, if later), over such spouse's life, or, if elected, in accordance with paragraph (iii) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting

by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Designated Beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or if elected, will be distributed in accordance with paragraph (iii) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.

- (iii) If there is no Designated Beneficiary, or if applicable by operation of paragraph (i) or (ii) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (ii) above).
  - (iv) Life expectancy is determined using the Single Life Table in Q&A-1 of §1.401(a)(9)-9 of the Regulations. If distributions are being made to a surviving spouse as the sole Designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (i) or (ii) and reduced by 1 for each subsequent year.
- (c) **The "interest" in the Contract.** The "interest" in the Contract includes the amount of any outstanding rollover or transfer.
  - (d) **Distributions Deemed to have Begun.** For purposes of paragraphs 7(a) and 7(b) above, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph 7(b) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration ) under an annuity contract meeting the requirements of §1.401(a)(9)-6 of the Regulations, then required distributions are considered to commence on the annuity starting date.
  - (e) **Designated Beneficiary is the Owner's Surviving Spouse.** If the sole Designated Beneficiary is the Owner's surviving spouse, the spouse may not elect to treat the Contract as his or her own 403(b) Annuity Contract.

#### 8. **Minimum Amount to be Distributed Each Year.**

The entire value of the Contract will commence to be distributed no later than the Required Beginning Date over the life of the Owner or the lives of the Owner and his or her Designated Beneficiary.

The amount to be distributed each year, beginning with the calendar year in which the Owner's Required Beginning Date has occurred and continuing through the year of death, shall not be less than the quotient obtained by dividing the value of the Contract as of the end of the preceding year by the distribution period in the Uniform Lifetime Table using the Owner's age as of his or her birthday in the year. However, if the Owner's sole Designated Beneficiary is his or her surviving spouse and such spouse is more than 10 years younger than the Owner, then the distribution period is determined under the Joint and Last Survivor Table using the ages of the Owner's and spouse's birthdays in the year.

The required minimum distribution for the first year can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

#### 9. **Direct Rollovers**

Notwithstanding any provision of the Contract to the contrary that would otherwise limit an Owner's election under this Contract, an Owner may elect to have any portion of an eligible rollover distribution paid directly to an Eligible Retirement Plan specified by the Owner in a direct rollover. For purposes of this Endorsement, the following definitions shall apply.

- (a) **Eligible Rollover Distribution.** An eligible rollover distribution is any distribution of all or any portion of the Contract value to the credit of the Owner excluding the following:

- (i) Any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Owner, or the joint lives (or joint life expectancies) of the Owner and Owner's Designated Beneficiary, or for a specified period of ten years or more.
- (ii) Any distribution due to requirement under Section 401(a)(9) of the Code.
- (iii) A distribution due to financial hardship.
- (b) **Eligible Retirement Plan.** An eligible retirement plan is:
  - (i) A traditional individual retirement account described in Section 408(a) of the Code.
  - (ii) An individual retirement annuity described in Section 408(b) of the Code.
  - (iii) A tax-sheltered annuity or custodial account described in Section 403(b) of the Code.
  - (iv) A plan qualified under Section 401(a) of the Code.
  - (v) A deferred compensation plan under Section 457(b) of the Code that is maintained by a state or a political subdivision of a state and that agrees to separately account for amounts transferred into such plan from this Contract.
- (c) **Extension of Right to Spouse.** The definition of Eligible Retirement Plan and the right for a direct rollover will also apply in the case of a distribution to a surviving spouse of the Owner, or to the Owner's former spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code.

**10. Direct Transfer or Direct Rollover to This Contract**

The Owner should ascertain that the amounts being transferred or rolled over are eligible distributions. The Insurer shall not be responsible for determining if any rollover or transfer is eligible and reserves the right not to receive any rollovers or transfers. Rollover contributions shall be separately accounted under the Contract as provided under Regulations §1.403(b)-6(i).

**11. Participant Loan**

403(b) participant loans are not available with this Contract.

**12. Hardship Withdrawals**

403(b) hardship withdrawals are not available with this Contract.

**13. Amendment**

This endorsement may be amended from time to time, in order to comply with the provisions of the Internal Revenue Code, Regulations or revenue rulings, to maintain qualification of this Contract as a Tax Sheltered Annuity under Section 403(b) of the Code. The Owner has the right to refuse to accept any amendment. If the amendment in order to comply with the Code is not accepted, the Contract will no longer meet the requirements of Section 403(b) of the Code.

**14. Conflict with Contract or the Plan**

This endorsement is a part of the Contract, and where the provisions of this endorsement are inconsistent with the provisions of this Contract or Application of the Owner, the provisions of this endorsement shall control. To the extent that the terms of this endorsement are inconsistent with the Plan document, the Plan document will control. Terms defined in the Contract have the same meaning when used in this endorsement.

**15. Nontransferable**

The Owner's interest in this Contract is nontransferable and nonforfeitable within the meaning of Section 401(g) of the Code. This Contract or the Owner's interest in this Contract may not be sold, assigned, discounted, or pledged as collateral for a loan and may not be alienated except under the terms of a qualified domestic relations order within the meaning of Section 414(p) of the Code.

**16. Owner**

While the Owner is living, the Annuitant shall be the Owner of this Contract.

**17. Exclusive Benefit**

The Contract is established for the exclusive benefit of the Owner or his or her beneficiaries. The Contract shall be interpreted in a manner consistent with the incidental benefit rule of Section 401(a) of the Code and joint ownership of the Contract shall not be permitted.

**18. Annual Reports**

The Owner or his or her beneficiary, in the event of the Owner's prior death, shall provide information to the Insurer as may be necessary for the Insurer to prepare any reports required pursuant to Section 403(b) of the Code and the Regulations thereunder. The Insurer shall furnish annual calendar year reports concerning the status of the Contract, and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

**19.** This amendatory endorsement is intended to qualify this Contract under the provisions of Section 403(b) of the Code for federal income tax purposes. The provisions of this Contract operate in conjunction with this amendatory endorsement are to be interpreted to maintain such qualification, notwithstanding any other provisions to the contrary.

Signed for the **Reassure America Life Insurance Company** at its Home Office.

{   
President }

{   
Corporate Secretary }

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## Supporting Document Schedules

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Flesch Certification <b>Comments:</b> <b>Attachment:</b> RALIC READABILITY CERTIFICATION.pdf		

	Item Status:	Status Date:
<b>Bypassed - Item:</b> Application <b>Bypass Reason:</b> This is an endorsement only submission. <b>Comments:</b>		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Authorization Letter <b>Comments:</b> <b>Attachment:</b> REALIC Authorization Letter 06242010.pdf		

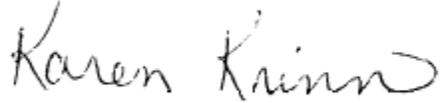
## READABILITY CERTIFICATION

**RE: Reassure America Life Insurance Company**

**NAIC #70211-0181 FEIN #23-6200031**

This is to certify that form(s) listed below have achieved at least the minimum required score on the Flesch Reading Ease Test.

<u>Form</u>	<u>Score</u>
Form 403(b) 1.0 Individual Retirement Annuity Endorsement	50



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Karen Krinn, Assistant Secretary

June 28, 2010

a

Karen Krinn  
Compliance Advisor  
Assistant Secretary

J. David Simon, CLU  
President  
Compliance Research Services, LLC  
10921 Reed-Hartman Highway, Suite 334  
Cincinnati, OH 45242

Reassure America Life Insurance Company  
1700 Magnavox Way  
Fort Wayne, IN 46804  
USA  
Direct line 260 435 8654  
Toll Free No. 866 794 7739  
Direct fax 260 435 8806  
karen\_krinn@swissre.com

State Insurance Department Filings

June 24, 2010

Dear Mr. Simon

Reassure America Life Insurance Company ("Reassure") authorizes Compliance Research Services, LLC ("CRS") to file on its behalf all policy forms, rates, administrative forms and reports necessary to administer its closed block of individual and group insurance policies.

This letter will serve as authorization from Reassure for employees of CRS to file policy forms, rates, administrative forms and reports. Additionally, CRS is authorized to respond to inquiries on our behalf with all state insurance departments and jurisdictions where Reassure is authorized to do business.

Sincerely

REASSURE AMERICA LIFE INSURANCE COMPANY

By Karen Krinn  
Assistant Secretary