

SERFF Tracking Number: MADS-126587058 State: Arkansas
Filing Company: Madison National Life Insurance Company, Inc. State Tracking Number: 46187
Company Tracking Number: ANNUITY-ROTH IRA
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium
Variable
Product Name: Annuity-Roth IRA
Project Name/Number: /

Filing at a Glance

Company: Madison National Life Insurance Company, Inc.

Product Name: Annuity-Roth IRA SERFF Tr Num: MADS-126587058 State: Arkansas
TOI: A02I Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 46187
Variable Closed
Sub-TOI: A02I.002 Flexible Premium Co Tr Num: ANNUITY-ROTH IRA State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird
Authors: Sue Long, Andrea Greiber Disposition Date: 07/14/2010
Date Submitted: 07/13/2010 Disposition Status: Approved-
Closed
Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Authorized
Project Number: Date Approved in Domicile: 05/28/2008
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: 07/14/2010 Explanation for Other Group Market Type:
State Status Changed: 07/14/2010
Deemer Date: Created By: Andrea Greiber
Submitted By: Andrea Greiber Corresponding Filing Tracking Number:
Filing Description:
Individual Flexible Premium Deferred Annuity Contract with a Roth IRA Endorsement

Death Benefit before Maturity, Annuity Payable at Maturity Date
Minimum Guaranteed Interest Rate
Non-Participating

We are filing the above referenced product for your review and approval.

SERFF Tracking Number: MADS-126587058 State: Arkansas
 Filing Company: Madison National Life Insurance Company, Inc. State Tracking Number: 46187
 Company Tracking Number: ANNUITY-ROTH IRA
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium
 Variable
 Product Name: Annuity-Roth IRA
 Project Name/Number: /

The Contract, Application and Endorsement forms are new and will not replace any existing forms on file with your Department.

Company and Contact

Filing Contact Information

Andrea Greiber, Compliance Specialist ALG@madisonlife.com
 PO Box 5008 800-356-9601 [Phone] 2059 [Ext]
 Madison, WI 53705 608-830-2704 [FAX]

Filing Company Information

Madison National Life Insurance Company, Inc. CoCode: 65781 State of Domicile: Wisconsin
 1241 John Q. Hammons Drive Group Code: 450 Company Type: Life and Health
 Madison, WI 53717 Group Name: State ID Number:
 (608) 830-2000 ext. [Phone] FEIN Number: 39-0990296

Filing Fees

Fee Required? No
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Madison National Life Insurance Company, Inc.	\$150.00	07/13/2010	37921463

SERFF Tracking Number: MADS-126587058 State: Arkansas
Filing Company: Madison National Life Insurance Company, Inc. State Tracking Number: 46187
Company Tracking Number: ANNUITY-ROTH IRA
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium
Variable
Product Name: Annuity-Roth IRA
Project Name/Number: /

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	07/14/2010	07/14/2010

SERFF Tracking Number: MADS-126587058 State: Arkansas
Filing Company: Madison National Life Insurance Company, Inc. State Tracking Number: 46187
Company Tracking Number: ANNUITY-ROTH IRA
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium
Variable
Product Name: Annuity-Roth IRA
Project Name/Number: /

Disposition

Disposition Date: 07/14/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: MADS-126587058 State: Arkansas
 Filing Company: Madison National Life Insurance Company, Inc. State Tracking Number: 46187
 Company Tracking Number: ANNUITY-ROTH IRA
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium
 Variable
 Product Name: Annuity-Roth IRA
 Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Certification, Complaint Notice, Suitabiliy		Yes
Form	ANNUITY APPLICATION		Yes
Form	ANNUITY CONTRACT		Yes
Form	ROTH IRA ENDORSEMENT		Yes

SERFF Tracking Number: MADS-126587058 State: Arkansas
 Filing Company: Madison National Life Insurance Company, Inc. State Tracking Number: 46187
 Company Tracking Number: ANNUITY-ROTH IRA
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium
 Variable
 Product Name: Annuity-Roth IRA
 Project Name/Number: /

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	IAN-A-0108	Application/ ANNUITY Enrollment APPLICATION Form	Initial			IAN-A-0108.pdf
	IAN-CN-0108-AR	Policy/Cont ANNUITY ract/Fratern CONTRACT al Certificate	Initial			IAN-CN-0108-AR.pdf
	IAN-RIRA-E-0108	Policy/Cont ROTH IRA ract/Fratern ENDORSEMENT al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			IAN-RIRA-E-0108.pdf

5 Existing Insurance Question & Signatures

OWNER/ANNUITANT:

Do You have any existing life insurance policies or annuity contracts? Yes No
- If "Yes", the Agent will present and read to you information about Replacement of coverage.

AGENT:

Does the Owner/Annuitant have any existing life insurance policies or annuities in force? Yes No
- If the Owner/Annuitant indicates above that he or she has existing policies or contracts, you must present and read to him or her the required Replacement information.

Signature of Owner/Annuitant Date

Signature of Agent Date

6 Agent(s) Statements

To the best of your knowledge and belief:

- is the Annuity applied for intended to replace any existing life insurance or annuity? Yes No
(If Yes, complete the Replacement Form as required)
- was the Owner/Annuitant's signature witnessed by you? Yes No
- Did you truly and accurately record on this Application the information provided by the Owner/Annuitant? Yes No

What government-issued identification did you verify? (*write below*)

ID Verified: _____

Signature of Agent

Name of Agent (typed/printed)

Date: _____

License Number _____

Home Telephone No. _____

Signature of Agent

Name of Agent (typed/printed)

Date: _____

License Number _____

Home Telephone No. _____

MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

PO Box 5008 • Madison, WI 53705 • 1-877-384-8511

FLEXIBLE PREMIUM DEFERRED ANNUITY CONTRACT

Madison National Life Insurance Company, Inc. (referred to as We, Us and Our) will, subject to the terms of this Contract, pay the annuity commencing on the Maturity Date to the Owner/Annuitant, if then living, in accordance with the Annuity Payment Provisions. If the Owner/Annuitant dies while the Contract is in force, and before the Maturity Date, We will pay the Accumulation Value to the Beneficiary upon receipt of due proof of death. All payments are subject to the provisions contained in this Contract as all are a part of this Contract.

Executed by the Madison National Life Insurance Company, Inc. at its Home Office, 1241 John Q. Hammons Drive, Madison, WI 53717, as of the Contract Date.



Larry R. Graber
President



Adam C. Vandervoort
Secretary

**THIS IS A LEGAL CONTRACT.
PLEASE READ YOUR CONTRACT CAREFULLY.**

RIGHT TO EXAMINE. We want You to be satisfied with this Contract. If You decide not to keep this Contract, return it within 30 days after receipt. It may be returned by delivering or mailing it to Our Home Office, or to the agent who sold You the Contract. Once returned, the Contract will be void from its beginning. We will promptly refund any premium paid.

**FLEXIBLE PREMIUM DEFERRED ANNUITY
Annuity Benefit Payable at Maturity Date
Accumulation Value payable in Event of the Owner's death prior to Maturity Date
NON-PARTICIPATING**

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Contract Page

Contract Information

Contract Number:	[Contract Number]
Contract Date:	[Contract Date]
Owner/Annuitant:	[Name of Owner/Annuitant]
Owner/Annuitant Sex:	[Sex of Owner/Annuitant]
Owner/Annuitant Age:	[Age of Owner/Annuitant]
Maturity Date:	[Date Annuity Matures]
Initial Premium Paid:	\$ [Initial Amount paid]
Initial Declared Interest Rate	[Varies based on month of issue]
Initial Guarantee Period:	Until the end of the first contract year
Guaranteed Interest Rate:	[1-3]%
Periodic Deposits:	Each deposit be an amount of \$50 or more

Table of Surrender Charges

Contract Year	Percentage of Accumulation Value	Contract Year	Percentage of Accumulation Value
1	10%	7	4%
2	9%	8	3%
3	8%	9	2%
4	7%	10	1%
5	6%	11+	0%
6	5%		

Guaranteed Contract Values

Accumulation Value

At any time, the Contract's Accumulation Value equals: (a) The Premiums paid; less (b) Amounts Surrendered as Partial Surrenders; plus (c) Interest credited; less (d) premium taxes, if any.

Interest will be credited to the Accumulation Value daily. The interest rate during the Initial Guarantee Period will be the Initial Declared Interest Rate. After that, the interest rate will be determined by Us but will never be lower than the Guaranteed Interest Rate. The Guaranteed Interest Rate applies to the Accumulation Value calculations prior to surrender, death or maturity. Payment plans, if elected, have a separate guarantee (See Payment Plans below).

Cash Surrender Value

The Cash Surrender Value of this Contract equals the Accumulation Value less any Surrender Charge. In any Contract Year, if partial Surrenders do not exceed 10% of the Contract's Accumulation Value, as determined on the date of the first partial Surrender during that Contract Year, the amount Surrendered is not subject to a Surrender Charge. If the total of all partial Surrenders in any Contract Year exceed these amounts, Surrender Charges will apply to the excess amount Surrendered during that Contract Year.

Surrender Charges

Surrender Charges are equal to a percentage of the Accumulation Value Surrendered. No Surrender Charges will apply upon payment of the proceeds due to death of the Owner. A Table of Surrender Charges is shown on the **Contract Page**.

- See Section **Payment of Proceeds** for the "Surrender of Contract" provision.

Payment Deferral

We may, at any time, defer payment of the full Cash Surrender Value or any partial Surrender for up to six months after We receive a request for it. We will continue interest credits on the deferred amount.

Basis of Computation

The reserves and guaranteed values will at no time be less than the minimum required by the laws of the state in which this Contract is issued.

Payment Plans

If the Owner is living on the Maturity Date, payment of the Contract's Proceeds must commence as directed by You. You may elect to have the Proceeds paid under any of the Payment Plans described below. The method of payment may be changed at any time prior to the Maturity Date. If a Payment Plan is not elected, payments will commence automatically as described in Section **Payment of Proceeds**. The first payment will be paid at the end of the first period marking the frequency of payments. Payment amounts will be determined by applying the Contract's Accumulation Value on the Maturity Date.

Upon receipt of Your request, We will send You the proper forms to choose a Payment Plan. The chosen Payment Plan will go into effect when the forms are recorded at Our Office. Election of any Payment Plan is subject to the following terms and conditions:

- (a) The payments under any periodic Payment Plan must be \$100 or more.
- (b) If, for any reason, the person named to receive payments is changed, the change will take effect at the time notification is recorded at Our Office, subject to any payments made or actions taken prior to the date We record the change.
- (c) The minimum amounts payable for each of the Payment Plans described are based on an interest rate of 3% annually. We may pay a higher interest rate at Our discretion.

Payments for Plan B are based on the Annuity 2000 CSO Mortality Table. The minimum payments for Plans A and B assume annual payments with the first payment made one year after the Proceeds are applied to the Payment Plan. Subject to the provisions set forth herein and in Section **Payment of Proceeds**, Payment Plan may also be elected for the distribution of amounts payable upon 1) death, or 2) full Surrender after the first Contract Year.

Plan A - Fixed Period

Proceeds or the Cash Surrender Value, as applicable, are paid for a fixed period. Payments may be paid monthly or annually. The payment period cannot be more than 30 years nor less than 10 years. The table below shows the minimum annual payment for each \$1,000 of Proceeds or Cash Surrender Value, as applicable, applied with payments starting one year after the Proceeds or Cash Surrender Value, as applicable, have been applied to this Payment Plan.

Minimum Amount Of Each Installment Per \$1,000 Of Proceeds Or Cash Surrender Value-Plan A

Years Payable	Annual Installment	Years Payable	Annual Installment	Years Payable	Annual Installment
10	117.23	17	75.95	24	59.05
11	108.08	18	72.71	25	57.43
12	100.46	19	69.81	26	55.94
13	94.03	20	67.22	27	54.56
14	88.53	21	64.87	28	53.29
15	83.77	22	62.75	29	52.11
16	79.61	23	60.81	30	51.02

Plan B - Life Income

Proceeds or the Cash Surrender Value, as applicable, will be paid in monthly or annual payments for as long as the Owner or Beneficiary, as applicable, lives. We have the right to require proof satisfactory to Us of the age and sex of such person and that he or she is alive prior to making any payment. A minimum number of payments may be guaranteed, if desired. The following table shows the minimum annual payment for each \$1,000 of Proceeds or Cash Surrender Value, as applicable, applied with payments starting one year after the Proceeds or Cash Surrender Value, as applicable, have been applied to this Payment Plan. It is based on the age of the Owner or Beneficiary, as applicable.

Minimum Amount Of Each Installment Per \$1,000 Of Proceeds Or Cash Surrender Value For Plan B

Factors for ages not shown will be supplied upon request.

Age of Payee	Male Annual Installment Guarantee Period			Age of Payee	Female Annual Installment Guarantee Period		
	Life	10 Years	20 Years		Life	10 Years	20 Years
45	46.46	46.23	45.47	45	43.90	43.79	43.40
46	47.15	46.89	46.04	46	44.47	44.35	43.92
47	47.88	47.57	46.63	47	45.08	44.94	44.45
48	48.64	48.29	47.24	48	45.71	45.55	45.01
49	49.43	49.05	47.88	49	46.38	46.20	45.59
50	50.27	49.84	48.53	50	47.09	46.88	46.19
51	51.15	50.66	49.21	51	47.83	47.60	46.82
52	52.07	51.53	49.90	52	48.61	48.35	47.47
53	53.05	52.44	50.62	53	49.43	49.14	48.14
54	54.07	53.40	51.35	54	50.31	49.97	48.85
55	55.16	54.41	52.10	55	51.23	50.85	49.57
56	56.32	55.48	52.87	56	52.20	51.77	50.33
57	57.54	56.60	53.65	57	53.24	52.75	51.10
58	58.84	57.78	54.44	58	54.33	53.77	51.90
59	60.23	59.02	55.24	59	55.50	54.86	52.73
60	61.71	60.33	56.04	60	56.74	56.01	53.57

Minimum Amount Of Each Installment Per \$1,000 Of Proceeds Or Cash Surrender Value For Plan B
Factors for ages not shown will be supplied upon request.

Age of Payee	Male Annual Installment			Age of Payee	Female Annual Installment		
	Life	10 Years	20 Years		Life	10 Years	20 Years
61	63.30	61.71	56.85	61	58.06	57.22	54.43
62	65.00	63.16	57.65	62	59.47	58.50	55.30
63	66.81	64.69	58.45	63	60.97	59.85	56.18
64	68.76	66.28	59.23	64	62.58	61.28	57.06
65	70.84	67.95	59.99	65	64.29	62.79	57.94
66	73.07	69.69	60.73	66	66.13	64.39	58.82
67	75.45	71.49	61.44	67	68.11	66.08	59.67
68	78.00	73.36	62.11	68	70.23	67.85	60.50
69	80.72	75.30	62.74	69	72.53	69.72	61.30
70	83.63	77.29	63.33	70	75.01	71.69	62.06
71	86.74	79.33	63.88	71	77.69	73.75	62.77
72	90.07	81.42	64.37	72	80.60	75.90	63.42
73	93.63	83.54	64.82	73	83.76	78.14	64.02
74	97.44	85.69	65.22	74	87.19	80.46	64.55
75	101.54	87.86	65.57	75	90.90	82.84	65.02
76	105.94	90.03	65.88	76	94.93	85.27	65.43
77	110.67	92.19	66.14	77	99.32	87.74	65.79
78	115.75	94.32	66.37	78	104.08	90.21	66.09
79	121.22	96.41	66.56	79	109.27	92.68	66.34
80	127.10	98.44	66.71	80	114.93	95.10	66.54
81	133.43	100.40	66.84	81	121.10	97.45	66.71
82	140.23	102.26	66.95	82	127.83	99.71	66.85
83	147.53	104.02	67.03	83	135.17	101.84	66.96
84	155.39	105.67	67.09	84	143.17	103.84	67.04
85	163.82	107.20	67.13	85	151.87	105.67	67.10
86	172.88	108.61	67.16	86	161.32	107.34	67.14
87	182.59	109.89	67.19	87	171.54	108.85	67.17
88	193.01	111.05	67.20	88	182.54	110.18	67.19
89	204.18	112.10	67.21	89	194.30	111.37	67.20
90	216.13	113.03	67.21	90	206.81	112.41	67.21
91	228.94	113.85	67.21	91	220.04	113.33	67.21
92	242.68	114.57	67.22	92	233.99	114.12	67.22
93	257.46	115.19	67.22	93	248.68	114.81	67.22
94	273.41	115.71	67.22	94	264.17	115.40	67.22
95	290.75	116.15	67.22	95	280.59	115.89	67.22
96	309.75	116.49	67.22	96	298.18	116.29	67.22
97	330.89	116.76	67.22	97	317.36	116.61	67.22
98	354.85	116.95	67.22	98	338.86	116.85	67.22
99	382.49	117.08	67.22	99	363.53	117.02	67.22

Payment of Proceeds

Maturity Date

On the Maturity Date, We will pay the Proceeds of the Contract as directed by You if the Owner is living. You must elect, at least 30 days prior to the Maturity Date, to have the Proceeds paid under one of the Payment Plans set out in this Contract. If no election is made, Proceeds will be paid automatically as a monthly income for a minimum of 120 months and as long thereafter as the Owner lives, unless limited to a lesser period by government regulations. If You have not directed to whom the Proceeds will be paid, the Proceeds will be paid to You.

Death of Owner/Annuitant

Distribution requirements are shown in subsection 3.02 in the Endorsement.

Surrender of Contract

Any time prior to the Maturity Date, You may ask in a form acceptable to Us to receive all or a portion of the Contract's Cash Surrender Value. Upon full Surrender, the Contract will cease to have any further value. After the first Contract Year, upon full Surrender You may elect to receive the Cash Surrender Value through one of the Payment Plans as described in Section **Payment Plans** of this Contract. We may require the Contract to be returned to Us before the Cash Surrender Value is paid. The minimum amount that may be surrendered at any one time is the lesser of \$125 or the maximum partial Surrender not subject to Surrender Charges as stated in Section **Guaranteed Contract Values**. A partial Surrender may not reduce the Cash Surrender Value below \$125.

Exemption of Proceeds

All payments of Proceeds under the Contract will be made by Us. To the extent allowed by law, the payment of the Proceeds will be free from creditors' claims or legal process.

Premium

Initial Premium

The Initial Premium for this Contract is payable no later than the Contract Date. There is no Contract until the Initial Premium is paid. The amount of the Initial Premium is shown on the **Contract Page**. If any check presented as payment of any part of the Initial Premium is not honored, the Contract will be void.

Premium Limits

Please refer to subsection 3.01, in the Endorsement for Premium Limits.

Periodic Deposits

After the Initial Premium, Periodic Deposits may be made at any time while the Contract is in force prior to its Maturity Date or while the Owner is alive. Periodic Deposits after the Initial Premium are flexible. Such Periodic Deposits may be for the amount shown on the **Contract Page**, but may not exceed the amount stipulated by the Internal Revenue Code, per taxable year, as described in Article 3 in the Endorsement. Periodic Deposits may be made at Our Home Office. We will issue a receipt if requested. If a check, draft or other written obligation is not honored, the Periodic Deposit remains unpaid. The minimum amount of Periodic Deposits is shown on the **Contract Page**. You may change the frequency of payment with Our approval.

Paid-up Annuity

We will automatically continue this Contract as a paid-up deferred annuity when premiums are not paid. The Maturity value will be determined in accordance with the provisions of this Contract. We will continue interest credits as provided in this Contract. Please see subsection 3.03 in the Endorsement for additional information on premium interruption and reinstatement.

Ownership, Assignment and Beneficiary Provisions

Ownership

This Roth IRA Annuity can not be transferred. The requirements governing Ownership are shown in subsection 1.02 in the Endorsement.

Assignment

This Roth IRA Annuity can not be assigned. Please see the governing requirements in 1.02 in the Endorsement.

Beneficiary/Designated Beneficiary

The term "Beneficiary" and "Designated Beneficiary" are defined in subsection 2.02 in the Endorsement.

Beneficiary Rights

These rights are listed in subsection 3.02(B) in the Endorsement.

Contract Provisions

Entire Contract

The entire agreement between You and Us consists of this Contract, the attached application, attached Endorsement and any other attachments that may be added, if any. No agent or other person, except Our President, Vice President, or the Secretary has the authority to make or modify this Contract or waive any of Our rights or requirements.

Any change, modification or waiver must be made in writing. This Contract is issued based on the statements in the attached copy of the application and the payment of the Initial Premium. All statements made by the Owner or on behalf of the Owner, in the absence of fraud, will be considered representations and not warranties. We will not use any statement to invalidate this Contract nor to defend against a claim unless that statement is contained in the application and a copy attached to the Contract when issued.

Incontestability

This Contract shall be incontestable from the Contract Date.

Misstatement of Age or Sex

This annuity contract may be adjusted if Your age or other birth data was not correctly stated in the Application. This annuity will be that provided by the Maturity Value based on Your correct sex and age, nearest birthday, on the Maturity Date.

Annual Statement of Values

At least once each year We will send You a statement which shows the following values as of the statement date:

- the amount of Premium paid;
- the amount and month of any partial Surrenders;
- the Accumulation Value; and
- the Cash Surrender Value.

Non-participating

This Contract is non-participating. It does not share in Our profits or surplus.

Conformity with State Laws

This Contract is subject to the laws of the state where the application was signed. If part of it does not follow that law, it will be treated as if it does.

Valid Release for Payment

If Proceeds are payable to an Owner or Beneficiary not legally competent to give a valid release as determined by a court of competent jurisdiction, We may pay Proceeds in monthly installments, not to exceed \$100, to the person or persons who have, as determined by the court, assumed custody and principal support of the Owner/Beneficiary. Any payment made under this clause will be made in good faith. It will satisfy Our responsibility under this Contract to the extent of any payments made.

Terms and Definitions

Accumulation Value - This term is defined in Section **Guaranteed Contract Values**.

Beneficiary(ies) - The person(s) or entity(ies) in the application or by later designation to receive the Proceeds if the Owner dies prior to the Maturity Date.

Cash Surrender Value – The Cash Value available upon full Surrender of the Contract.

Contract – This Contract, the application, the Roth IRA Endorsement and any riders or other attachments, if applicable.

Contract Date – The date this Contract is effective, as shown on the **Contract Page**.

Declared Interest Rate - As shown on the **Contract Page**, is the rate applicable during the Initial Guarantee Period.

Endorsement – The Roth Individual Retirement Annuity (IRA) attached and issued as part of this Contract.

Initial Guarantee Period – The period of time as shown on the **Contract Page** when the Declared Interest Rate is in Effect.

Initial Premium – The payment amount required to put this Contract in effect.

Maturity Date – The Contract anniversary in which the Owner begins receiving proceeds under a Payment Plan. As long as the Contract is still in force on the Maturity Date, the amount of Proceeds is used to determine the amount paid under the Payment Plan chosen. The Maturity Date is when the Owner turns age 85. The Maturity Date is changeable, but not below age 70.

Owner or Owner/Annuitant – The person who owns this Contract, as shown in the application and/or in our records.

Payment Plan – One of the methods of payment for receiving the Proceeds or Cash Surrender Value.

Premium(s) – Collectively, the Initial Premium and any Periodic Deposits paid by You to Us for this Contract.

Premium Taxes – Charges levied by some states or local taxing authorities. Charges will be deducted from the Accumulation Value when and if they are assessed.

Proceeds – The Accumulation Value

Surrender Charge – A charge payable at the time of Surrender on the terms set forth in Section **Guaranteed Contract Values**.

You, Your: The Owner.

MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

FLEXIBLE PREMIUM DEFERRED ANNUITY
Annuity Benefit Payable at Maturity Date
Accumulation Value payable in Event of the Owner's death prior to Maturity Date
NON-PARTICIPATING

MADISON NATIONAL LIFE INSURANCE COMPANY, INC.

PO Box 5008 • Madison, WI 53705 • 1-877-384-8511

ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

ARTICLE 1 – ROTH IRA

1.01 Purpose of the Endorsement: The purpose of this Endorsement, which is attached to and made a part of the Flexible Premium Deferred Annuity Contract (Contract) issued by Us, is to qualify the Contract as a Roth IRA under Code sections 408A and 408(b), to provide for the IRA Owner's retirement and for the support of his or her Beneficiary(ies) after death. The Contract is established for the exclusive benefit of the IRA Owner and his or her Beneficiary(ies). If any provisions of the Contract conflict with this Endorsement, the provisions of this Endorsement will apply.

1.02 Ownership Provisions: The IRA Owner's interest in the Contract is non-forfeitable and nontransferable and the IRA Owner may exercise all rights under the Contract during his or her lifetime. In addition, the Contract may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose.

1.03 For More Information: To obtain more information concerning the rules governing this Endorsement, please refer to your Contract and/or contact Us.

ARTICLE 2 – DEFINITIONS

The following words and phrases, when used in this Endorsement with initial capital letters, shall, for the purpose of this Endorsement, have the meanings set forth below unless the context indicates that other meanings are intended.

2.01 Application: Means the document executed by the IRA Owner who thereby agrees to be bound by all terms and conditions of this Endorsement.

2.02 Beneficiary: Means the individual(s) or entity(ies) properly named to receive any remaining IRA benefits upon the death of the IRA Owner.

2.02.1 Designated Beneficiary: Means the Beneficiary named as of the date of the IRA Owner's death who remains a Beneficiary as of September 30 of the year following the year of the IRA Owner's death.

2.03 Code: Means the Internal Revenue Code of 1986, as amended from time to time.

2.04 Compensation: For purposes of paragraph **3.01**, Compensation means wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, Compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses). Compensation for a self-employed individual includes earned income, as defined in Code section 401(c)(2) (reduced by the deduction the self employed IRA Owner takes for contributions made to a self-employed retirement plan). For purposes of this definition, Code section 401(c)(2) shall be applied as if the term trade or business for purposes of Code section 1402 included service described in Code section 1402(c)(6). Compensation shall include any amount includible in the IRA Owner's gross income under Code section 71 with respect to a divorce or separation instrument. In the case of a married individual filing a joint return, the greater Compensation of his or her spouse is treated as his or her own Compensation, but only to the extent that such spouse's Compensation is not being used for purposes of the spouse making a contribution to a Roth IRA.

Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred Compensation.

2.05 Contract: Means the annuity contract used in conjunction with this Endorsement.

2.06 Conversion Premium: Means a contribution described in Code section 408A(e) from a Traditional or SIMPLE IRA to a Roth IRA.

2.07 Endorsement: Means this IRA Endorsement, including the Application that was completed and signed to establish this IRA.

2.08 IRA: Means Roth IRA unless otherwise indicated.

2.09 IRA Owner: Means the individual who participates in this IRA, thereby owning the Contract.

2.10 We, Us, Our: Means Madison National Life Insurance Company, Inc.

2.11 Premium: Means any payments made to the IRA.

2.12 Roth IRA: Means an individual retirement annuity as defined in Code sections 408A and 408(b).

2.13 Regulations: Means the Treasury regulations.

2.14 SIMPLE IRA: Means an IRA which satisfies the requirements of Code sections 408(b) and 408(p).

2.15 Traditional IRA: Means an individual retirement annuity as defined in Code section 408(b).

2.16 MAGI: Means Modified Adjusted Gross Income.

ARTICLE 3 – PROVISIONS GOVERNING ROTH IRAS

3.01 Premium Limits

A. Maximum Permissible Amount. Except in the case of a rollover Premium described in Code section 408A(e), a recharacterized Premium described in Code section 408A(d)(6), or a Conversion Premium, no Premiums will be accepted unless they are in cash, and the total of such Premiums shall not exceed the lesser of 100 percent of the IRA Owner's Compensation, or: \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the applicable Premium limit may be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 219(b)(5)(C). Such adjustments will be in multiples of \$500.

If the IRA Owner makes regular Premiums to both Roth and Traditional IRAs for a taxable year, the maximum regular Premium that can be made to all the IRA Owner's IRAs for that taxable year is reduced by the regular Premiums made to the IRA Owner's Traditional IRAs for the taxable year, if applicable. Premiums may be further limited if the IRA Owner's MAGI exceeds the limits described in this **3.01 C.** below. Qualified rollover contribution means a rollover contribution that meets the requirements of Sec. 408(d)(3) of the Code, except the one-rollover-per year rule of Sec. 408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA.

B. Catch-Up Premiums. In the case of an IRA Owner who is age 50 or older by the close of the taxable year, the annual Premium is increased by \$1,000 for any taxable year after 2006.

C. Regular Premium Limit. If an IRA Owner's MAGI falls within certain limits, as described in the following table, the maximum regular Premium that can be made to all the IRA Owner's IRAs for a taxable year is phased out ratably in accordance with the following table:

Filing Status	Full Premium	Phase-Out Range MAGI	No Premium
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widow(er)	\$150,000 or less	Between \$150,000 and \$160,000	\$160,000 or more
Married-Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

If the IRA Owner's MAGI for a taxable year is in the phase-out range, the maximum regular Premium determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200.

D. Conversion Premium Limit. A conversion from a Traditional or SIMPLE IRA cannot be made to this IRA if, in the year the amount is distributed from the Traditional or SIMPLE IRA:

1. the IRA Owner is married and files a separate return,
2. the IRA Owner is not married and has MAGI in excess of \$100,000 or
3. the IRA Owner is married and together the IRA Owner and the IRA Owner's spouse have MAGI in excess of \$100,000.

For purposes of the preceding sentence, a husband and wife are not treated as married for a taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year.

E. Recharacterization. A regular Premium to a Traditional IRA may be recharacterized pursuant to the rules in Regulations section 1.408A-5 as a regular Premium to this Roth IRA, subject to the limits in this **3.01, paragraph C.** above.

F. MAGI. For purposes of paragraphs **3.01 C.** and **D.** above, a IRA Owner's MAGI for a taxable year is defined in Code section 408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a conversion from a Traditional or SIMPLE IRA.

G. No Premiums will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to Premiums made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the employee first participated in that employer's SIMPLE IRA plan.

3.02 Distribution Requirements

A. IRA Owner Distributions. No amount is required to be distributed from the Contract prior to the death of the IRA Owner for whose benefit the contract was originally established.

B. Beneficiary Rights. If the IRA Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows.

1. Notwithstanding any provision of this Roth IRA to the contrary, the distribution of the IRA Owner's interest in the Roth IRA shall be made in accordance with the requirements of Code section 408(b)(3), as modified by Code section 408A(c)(5), and the Regulations there under, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Roth IRA (as determined under this paragraph **3.02 B.**) must satisfy the requirements of Code section 408(a)(6), as modified by Code section 408A(c)(5), and the Regulations there under, rather than the distribution rules in this paragraph **3.02 B.**, subparagraphs **2.**, **3.**, **4.** and **5.** below.
2. Upon the death of the IRA Owner, his or her entire interest will be distributed at least as rapidly as follows:
 - (a) If the Designated Beneficiary is someone other than the IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the IRA Owner's death, over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Designated Beneficiary as of his or her birthday in the year following the year of the IRA Owner's death, or, if elected, in accordance with this paragraph **3.02 B. 2.(c)** below.
 - (b) If the IRA Owner's Designated Beneficiary is the IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the IRA Owner's death (or by the end of the calendar year in which the IRA Owner would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with this paragraph **3.02 B. 2.(c)** 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 this paragraph **3.02 B. 2. (c)** 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.
 - (c) If there is no Designated Beneficiary, or if applicable by operation of this paragraph **3.02 B. 2. (a)** or **(b)** above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the IRA 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 this paragraph **3.02 B. 2. (b)** above).
 - (d) Life expectancy is determined using the Single Life Table in Q&A-1 of Regulations section 1.401(a)(9)-9. 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 Designated Beneficiary's age in the year specified in this paragraph **3.02 B. 2. (a)** or **(b)** above, and reduced by one for each subsequent year.

3. The value of the Roth IRA for purposes of this Article is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers and recharacterizations under Q&As-7 and -8 of Regulations section 1.408-8 and the actuarial value of any other benefits provided under the Roth IRA, such as guaranteed death benefits.
4. For purposes of this, paragraph **3.02 B. 2. (b)** above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse. 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 Regulations section 1.401(a)(9)-6T, then required distributions are considered to commence on the annuity starting date.
5. If the Designated Beneficiary is the IRA Owner's surviving spouse, the spouse may elect to treat the IRA as his or her own Roth IRA. This election will be deemed to have been made if such surviving spouse, who is the sole Beneficiary of the Roth IRA, makes a Premium to the Roth IRA or fails to take required distributions as a Beneficiary.
6. If the Beneficiary payment election described above is not made by December 31 of the year following the year the IRA Owner dies, We reserve the right to elect, in its complete and sole discretion, to do any one of the following:
 - make no distribution until the Beneficiary(ies) provides a proper withdrawal request;
 - distribute the entire Roth IRA to the Beneficiary(ies) in a single sum payment; or
 - distribute the entire remaining interest to the Beneficiary(ies) pursuant to the applicable option in this paragraph **3.02 B. 2.** above.
7. We will not be liable for any penalties or taxes related re to the Beneficiary's failure to take a required minimum distribution.

3.03 Premium Payments:

A. Excess Premium. Any refund those attributable to excess Premiums will be applied, before the close of the calendar year following the year of the refund, toward the payment of future Premiums or the purchase of additional benefits.

B. Contract Requirements. If Premiums are interrupted, the Contract will be reinstated at any date prior to maturity upon payment of a Premium other than a rollover or transfer Premium and the minimum Premium amount for reinstatement shall be \$20. However, We may, at Our option, either accept additional future Premiums or terminate the contract by payment in cash of the then present value of the paid up benefit if no Premiums have been received for two full consecutive policy years and the paid up annuity benefit at maturity would be less than \$20 per month.

3.04 Reporting: The IRA Owner agrees to provide Us with information necessary for Us to prepare any report required under the Code and related Regulations including Code sections 408(i) and 408A(d)(3)(D), Regulations sections 1.408-5 and 1.408-6, and under guidance published by the Internal Revenue Service. We shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the Internal Revenue Service.

3.05 Amendments: Any amendment made for the purpose of complying with provisions of the Code and related Regulations may be made without the consent of the IRA Owner. The IRA Owner will be deemed to have consented to any other amendment unless the IRA Owner notifies Us that he or she does not consent within 30 days from the date We mail the amendment to the IRA Owner.

3.06 Responsibility of the Parties: We shall not be responsible for any penalties, taxes, judgments or expenses incurred by the IRA Owner in connection with this IRA and shall have no duty to determine whether any Premiums to or distributions from this IRA comply with the Code, Regulations, rulings or this Endorsement.



Larry R. Graber
President

SERFF Tracking Number: MADS-126587058 State: Arkansas
 Filing Company: Madison National Life Insurance Company, Inc. State Tracking Number: 46187
 Company Tracking Number: ANNUITY-ROTH IRA
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium
 Variable
 Product Name: Annuity-Roth IRA
 Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: Readability Cert.pdf		

	Item Status:	Status Date:
Satisfied - Item: Certification, Complaint Notice, Suitability		
Comments:		
- AR Certification		
- Checklist-NAIC		
- Sample Contract Summary		
- Reference Suitability From		
- Reference AR Complaint Notice		
Attachments:		
Certification.pdf		
Checklist-NAIC.pdf		
Sample Contract Summary.pdf		
Annuity SuitForm 1009.pdf		
AR CompNotice MNL 0210.pdf		

**Madison National Life Insurance Company, Inc.
PO Box 5008, Madison, WI 53705**

CERTIFICATE OF READABILITY

TO: Department of Insurance

I hereby certify that the forms meet the minimum requirements of the Flesch reading ease policy simplification test, are at least 10 point type or larger, and that the Flesch reading ease test has been applied to said forms individually or in combination with another, including removal of all tables, schedule pages, and/or legal or medical terminology, with resulting scores of:

Form No.	Description	Score
IAN-CN-0108	Flexible Premium Deferred Annuity Contract	50.2



**Robert J. Stubbe
Executive Vice President**

Dated: February 26, 2008



CERTIFICATION

I hereby certify that I have reviewed the applicable filing requirements for this filing and the filing complies with all applicable statutory and regulatory provisions for the state of Arkansas.

Name: Robert J. Stubbe

Title: Executive Vice President
Madison National Life Insurance Co., Inc.

Signature:  Date: April 16, 2010

REVIEW REQUIREMENTS CHECKLIST FOR LIFE, ACCIDENT & HEALTH, ANNUITY AND CREDIT

LINE OF BUSINESS:

Individual Annuity

LINES OF INSURANCE:

Deferred Non-Variable Flexible Premium

[] _____
[] _____

CODES:

A02L001

Checklist Not Applicable WHY _____

[The "©" in the Reference column indicates a CARFRA standard]

REVIEW REQUIREMENTS	REFERENCE	DESCRIPTION OF REVIEW STANDARDS REQUIREMENTS	LOCATION OF STANDARD IN FILING
GENERAL REQUIREMENTS (FOR ALL FILINGS)			
ADVERTISING	N/A		
Sales with securities notice			
READABILITY ©	IAN-CN-0108		See Readability Cert under Supporting Docs
Non-English policies			
VARIABILITY ©	IAN-CN-0108	Few variables/self explanatory	"Contract Page" Page 2
OTHER	IAN-RIRA-E-0108	IRA Endorsement according to IRS Guidelines	
LINE OF BUSINESS: ANNUITIES CODES: A01 THROUGH A10.00			
POLICY FORMS			
REQUIREMENTS RELATING TO APPLICATIONS ©			
AUTHORIZATION	IAN-A-0108		Page 1
FRAUDULENT STATEMENTS	IAN-A-0108		Page 1
REPLACEMENT QUESTIONS	IAN-A-0108		Pages 1 & 2
UNDERWRITING QUESTIONS ©	N/A		
REQUIREMENTS RELATING TO POLICY FORM REVIEW:			
ADDITIONAL BENEFITS	N/A		
ASSIGNMENT ©	IAN-CN-0108		Page 6
	IAN-RIRA-E-0108		Page 1

BENEFICIARY ©	IAN-CN-0108		Page 6
	IAN-RIRA-E-0108		Pages 1 & 3
BONUS	N/A		
CERTIFICATE (Group only)	N/A		
CLAIM PAYMENT PROVISION		N/A, See Proceeds	
CLAIMS OF CREDITORS ©	IAN-CN-0108	Exemption of Proceeds	Page 6
CLARITY	IAN-CN-0108	Self-explanatory	
Policy title & headings	IAN-RIRA-E-0108	Self-explanatory	
COLLECTIVE TRUSTS & COLLECTIVE FUNDING AGREEMENTS	N/A		
CONTRACT GUARANTEES ©	IAN-CN-0108	Self-explanatory	
	IAN-RIRA-E-0108	Self-explanatory	
CONTRACT SUMMARY	Yes	Distributed at time of application or delivery	
DISCLOSURES			
Replacement disclosure	Yes, If Applicable	Distributed at time of application or delivery	
Variable account disclosure	N/A		
DEATH BENEFIT PROCEEDS ©	IAN-CN-0108	Payment of Proceeds	Pages 5-6
	IAN-RIRA-E-0108	Distribution Requirements	Pages 3-4
ELIGIBILITY (Group only)	N/A		
ENTIRE CONTRACT ©	IAN-CN-0108		Page 7
FEES, CHARGES, PREMIUM TAXES, OTHER TAXES	IAN-CN-0108	Where applicable	
	IAN-RIRA-E-0108	Where applicable	
GIC (Group only)			
GROUP QUALIFICATIONS (Group only)	N/A		
INCENTIVES/INDUCEMENTS	N/A		
INCONTESTABILITY ©	IAN-CN-0108		Page 7

EQUITY INDEXING	N/A		
LOANS ©	N/A		
MARKET VALUE ADJUSTMENT	N/A		
MATURITY DATE ©	IAN-CN-0108		Page 8
MINIMUM PREMIUM ©	IAN-CN-0108	Periodic Deposits	Page 2
MISCELLANEOUS AMENDMENTS ©, ENDORSEMENT, RIDERS	IAN-RIRA-E-0108	Roth IRA Endorsement	
MISSTATEMENT OF AGE OR SEX ©	IAN-CN-0108		Page 7
NONFORFEITURE VALUES – POLICY PROVISIONS ©	IAN-CN-0108		Page 3
NONFORFEITURE VALUES – COMPUTATION OF VALUES ©	IAN-CN-0108	Also see Actuarial Demo	Page 4
OWNERSHIP ©	IAN-CN-0108		Page 8
	IAN-RIRA-E-0108		Page 1
PARTIAL WITHDRAWAL ©	IAN-CN-0108	Through Contract	
PARTICIPATING PROVISIONS ©	IAN-CN-0108	Non-participating	Cover pages and Page 7
PREMIUM DEPOSIT FUND Dollar Cost Averaging	N/A		
QUALIFIED PLAN REQUIREMENTS (Group only)	N/A		
REPORT TO POLICYOWNER ©	IAN-CN-0108	Annual Statement	Page 7
RIGHT TO EXAMINE ©	IAN-CN-0108		Cover Page
SPECIFICATIONS PAGE ©	IAN-CN-0108	Contract Page	Page 2
SETTLEMENT OPTIONS ©	IAN-CN-0108	See Payment of Proceeds above	
SUICIDE ©	N/A		

SURRENDER CHARGES	IAN-CN-0108		Pages 3 & 6
UNFAIR DISCRIMINATION	N/A		
UNISEX	N/A		
VALUES SHALL BE DEFINED ©			
Death benefit ©	N/A		
Account value ©	See Annuity Value		
Cash surrender value ©	IAN-CN-0108		Page 3
Annuity value ©	IAN-CN-0108	Throughout Contract	
WAIVER OF SURRENDER CHARGES ©		Under Surrender Charges (due to death)	Page 3
REQUIREMENTS FOR RATES:			
ACTUARIAL MEMORANDUM ©	Attached to filing		

CONTRACT SUMMARY
STATEMENT OF POLICY COST AND BENEFIT INFORMATION AS OF [01/01/2008]

CONTRACT NUMBER: [CONTSUMM1]
OWNER/ANNUITANT: [DOE, JOHN]

AGE: [38]

DESCRIPTION INITIAL PREMIUM PAID
[FLEX PX DEF ANNUITY-ROTH] [\$83.33]
EACH PERIODIC DEPOSIT MUST BE AN AMOUNT OF \$50.00 OR MORE.

IF YOU HAVE ANY QUESTIONS REGARDING THIS CONTRACT SUMMARY, PLEASE CONTACT:
AGENT: ADMINISTRATIVE OFFICE:
[HOME OFFICE] MADISON NATIONAL LIFE INS
[DO NOT MAIL] P.O. BOX 55975
[6120 UNIVERSITY AVE] BIRMINGHAM, AL 35255
[MIDDLETON, WI 53562] ATTN: POLICYHOLDERS SERVICE

FLEXIBLE PREMIUM DEFERRED ANNUITY CONTRACT ACCUMULATION VALUES
(ILLUSTRATION BASED UPON MONTHLY PAYMENTS)

END OF YEAR	PERIODIC DEPOSIT AMOUNT PAID	GUARANTEED ACCUMULATION VALUE*#	WITHDRAWAL CHARGE PERCENTAGE	GUARANTEED SURRENDER CASH VALUE	GUARANTEED VALUE PAID AT DEATH #
1	[999]	[1,005]	10.00%	[904]	[1,005]
2	[999]	[2,020]	9.00%	[1,838]	[2,020]
3	[999]	[3,046]	8.00%	[2,802]	[3,046]
4	[999]	[4,082]	7.00%	[3,796]	[4,082]
5	[999]	[5,128]	6.00%	[4,820]	[5,128]
6	[999]	[6,185]	5.00%	[5,875]	[6,185]
7	[999]	[7,252]	4.00%	[6,962]	[7,252]
8	[999]	[8,330]	3.00%	[8,080]	[8,330]
9	[999]	[9,418]	2.00%	[9,230]	[9,418]
10	[999]	[10,518]	1.00%	[10,413]	[10,518]
15	[999]	[16,183]		[16,183]	[16,183]
20	[999]	[22,137]		[22,137]	[22,137]
AGE 60	[999]	[24,602]		[24,602]	[24,602]
AGE 65	[999]	[30,986]		[30,986]	[30,986]
AGE 85	[999]	[59,946]		[59,946]	[59,946]

* BASED ON GUARANTEED INTEREST RATE OF [1.00%] FIRST POLICY YEAR, [1.00%] THEREAFTER

#THIS IS A FLEXIBLE PREMIUM PRODUCT, VALUES ARE BASED ON CONTINUATION OF PERIODIC DEPOSITS AND NO WITHDRAWALS. AFTER THE INITIAL PREMIUM, PERIODIC DEPOSITS MAY BE MADE AT ANY TIME WHILE THE CONTRACT IS IN FORCE PRIOR TO ITS MATURITY DATE OR WHILE THE OWNER IS ALIVE.

ACCUMULATION VALUE PAYABLE IN THE EVENT OF THE OWNER'S DEATH PRIOR TO MATURITY DATE.

THIS CONTRACT DOES NOT PAY CASH DIVIDENDS.

A LOSS MAY OCCUR IF THIS CONTRACT IS SURRENDERED EARLY. IF YOU WISH TO MAKE A WITHDRAWAL OR SURRENDER THE CONTRACT, PLEASE CONTACT YOUR TAX ACCOUNTANT, ADVISOR OR ATTORNEY.

THIS SUMMARY OF BENEFITS WAS PREPARED FOR YOUR EASY REFERENCE AND DOES NOT MODIFY OR CHANGE ANY OF THE PROVISIONS OF THE CONTRACT.

SUITABILITY QUESTIONNAIRE
Flexible Premium Deferred Annuity
Madison National Life Insurance Company, Inc.

As the Owner of this Annuity, this Questionnaire is designed for your benefit to help you determine if purchasing this Annuity is suitable for your individual situation. You have the right to decline to answer any questions. This Questionnaire also assists Madison National Life in monitoring the suitability of life and annuity sales. We respect your privacy and protect your personal information.

- Yes**, I agree to complete this Questionnaire to the best of my knowledge and belief. I understand that any recommendations made are based on the accuracy of my information. *(Signature required below)*
- No**, I decline completion of this Questionnaire and believe the Annuity is suitable for my financial situation. *(Signature required below)*

Financial Information:

1. Estimated annual income?
 \$0-\$9,999 \$10,000-\$14,999 \$15,000-\$24,999 \$25,000-\$49,999 \$50,000-\$99,999 \$100,000 and over
2. Source(s) of income? Social Security Wages Pensions Investments Other

3. Number of dependents? None One Two Three Four or more
4. Marginal federal tax rate? 0% 10% 15% 25% 28% 33% 35%
5. Estimated net worth?
 \$0-\$49,999 \$50,000-\$99,999 \$100,000-\$249,999 \$250,000-\$499,999 \$500,000-\$999,999 \$1,000,000 and over
6. If "Yes" was answered on the Application that this Annuity will replace another annuity contract, please complete the following questions:
- are there any surrender charges? Yes No
- what is the surrender charge on each contract being replaced? _____% _____% _____% _____%

Investment Objectives:

7. What are your financial objectives in purchasing this Annuity? (check all that apply)
 Income now Tax-deferred growth Growth followed by income Guarantees provided Leave to beneficiaries
 Other _____
8. What other financial products do you own or have you previously owned? (check all that apply)
 None Certificates of deposit Fixed annuities Variable annuities Stocks/bonds/mutual funds
 Other: _____
9. At this time, do you anticipate taking a distribution from this Annuity prior to the Maturity Date? Yes No
If "Yes," did the agent explain to you the results of taking a distribution in the form of: (a) an annuity roll-over or (b) a partial or full surrender of this Annuity? Yes No If "No," please ask your agent about this information.

Owner

I understand that I should consult my tax advisor regarding possible tax implications of the purchase of any annuity or the exchange of any existing annuity contract.

_____	_____	_____
Owner's Signature	Owner's printed name	Date

Agent/Producer

I have reasonable grounds for believing this purchase recommendation is suitable on the basis of the investment and financial situation and needs disclosed to me by the Owner.

_____	_____	_____
Agent/Producer's Signature	Agent No.	Date

The Owner, Agent, and MNL shall each receive a copy of this form.

**Madison National Life Insurance Company, Inc.
Madison, Wisconsin**

PO Box 5008, Madison, Wisconsin 53705
1-800-356-9601

If we at Madison National Life Insurance Company fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201
(501) 371-2640 or (800) 852-5494

The name and address of your agent is as follows:
