

SERFF Tracking Number: AULD-126805685 State: Arkansas  
Filing Company: American United Life Insurance Company State Tracking Number: 46754  
Company Tracking Number: GBERTDAUSVAONLY  
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium  
Product Name: Registered Unallocated Stable Value Account only - GBERTDAuSVAonly  
Project Name/Number: Registered Unallocated Stable Value Account only - GBERTDAuSVAonly/GBERTDAuSVAonly

## Filing at a Glance

Company: American United Life Insurance Company

Product Name: Registered Unallocated Stable Value Account only - GBERTDAuSVAonly SERFF Tr Num: AULD-126805685 State: Arkansas

Value Account only - GBERTDAuSVAonly

TOI: A02G Group Annuities - Deferred Non-variable

SERFF Status: Closed-Approved-Closed State Tr Num: 46754

Sub-TOI: A02G.002 Flexible Premium

Co Tr Num: GBERTDAUSVAONLY State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Angie Neville, Danita

Disposition Date: 09/14/2010

Ragland-Hatton, Ann Smith, Nelvia

Washington

Date Submitted: 09/10/2010

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Registered Unallocated Stable Value Account only - GBERTDAuSVAonly

Status of Filing in Domicile: Not Filed

Project Number: GBERTDAuSVAonly

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

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

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Overall Rate Impact:

Group Market Type: Employer

Filing Status Changed: 09/14/2010

Explanation for Other Group Market Type:

State Status Changed: 09/14/2010

Deemer Date:

Created By: Danita Ragland-Hatton

Submitted By: Danita Ragland-Hatton

Corresponding Filing Tracking Number:

Filing Description:

September 10, 2010

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Arkansas Department of Insurance/Policy Forms Filings  
1200 West Third Street  
Little Rock, AR 72201-1904

Re: American United Life Insurance Company (AUL)  
AUL's NAIC #60895 and FEIN #35-0145825

Form GBERTDAuSVAonly -Guaranteed Benefit Unallocated Employer-Sponsored TDA Group Annuity with Stable Value Account

Dear Sir or Madam:

The new form listed above is being submitted for filing and approval. This form does not replace any existing group annuity form. We are submitting the form in "John Doe" fashion, with any variable information displayed in bold-face type within brackets. This group annuity contract is used to fund retirement plans qualified under the Internal Revenue Code, as explained below and would not be subject to the Standard Nonforfeiture Laws for Individual Deferred Annuities. The target market would be employer/employee groups that are eligible under the tax law to provide such retirement plans.

Pursuant to Indiana Regulation IC §27-1-12.5-1 and Bulletin 93, this group annuity form is exempt from filing in the state of Indiana; therefore, there is no filing fee required for this type of group annuity form in the state of Indiana.

Form GBERTDAuSVAonly is an unallocated flexible premium group deferred annuity contract which will be used to fund qualified retirement plans that are tax qualified under Section 403(b) of the Internal Revenue Code. Record keeping is done at the contract level, not at the participant level. Contributions are deposited into a Stable Value Account (SVA) that is part of AUL's general account. The target market would be those entities eligible under the tax law to provide such retirement programs for their employees and/or retirees.

The application to be used with this contract will be Form P-11104, which was approved by your office on April 17, 2000. A copy of the application has been included with this filing.

An Actuarial Memorandums have been included with this filing.

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 the state of filing and in compliance with those laws and regulations. The form contains no unusual or possibly controversial items deviating from normal company or industry standards.

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If there are any questions, please let me know. We look forward to receiving your response. Thank you for your assistance with this filing.

Sincerely,

Nelvia Washington, FLMI, ACS, AIRC, CCP  
 Senior Contract Analyst  
 Corporate Compliance & Market Conduct

E-mail: productcompliance.corporatecompliance@oneamerica.com  
 Tele: 1-877-285-7660 (ext 1550) Fax: 1-317-285-5510

## Company and Contact

### Filing Contact Information

Nelvia Washington, Senior Contract Analyst Nelvia.Washington@oneamerica.com  
 One American Square 317-285-1550 [Phone]  
 Indianapolis, IN 46206 317-285-5510 [FAX]

### 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	
(877) 285-7660 ext. [Phone]		

## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
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American United Life Insurance Company \$50.00 09/10/2010 39417401

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	09/14/2010	09/14/2010

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## **Disposition**

Disposition Date: 09/14/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Form	Guaranteed Benefit Unallocated Employer-Sponsored TDA Group Annuity with Stable Value Account		Yes

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## Form Schedule

Lead Form Number: GBERTDAuSVAonly

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	GBERTDAuSVAonly	Policy/Contract Certificate	Guaranteed Benefit Unallocated Employer-Sponsored TDA Group Annuity with Stable Value Account	Initial		0.000	Stable Value only 403(b) ErSpon Unall Contract ver 5 w-gen acct (9-8-10)forFiling.pdf

AMERICAN UNITED LIFE  
INSURANCE COMPANY®  
a ONEAMERICA® company



CONTRACT NUMBER: [G XX,XXX]  
CONTRACTHOLDER: [ABC COMPANY]  
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 us at our 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.

NOTICE OF TEN DAY RIGHT TO EXAMINE CONTRACT

Please read this contract carefully. You may return the contract for any reason within ten days after receiving it. If returned, the contract is void from the beginning and any Contributions will be refunded.

AMERICAN UNITED LIFE INSURANCE COMPANY

By

[President and Chief Executive Officer]

Attest

[Secretary]

Guaranteed Benefit Unallocated Employer-Sponsored TDA  
Group Annuity with Stable Value Account [(SBR)]  
Current Interest Credited  
Nonparticipating

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 your balance in the Stable Value Account (SVA) on that date.
- 1.2 “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.
- 1.3 “Business Day” is any day both the New York Stock Exchange and our Home Office are open for the general conduct of business.
- 1.4 “Code” means the Internal Revenue Code of 1986, as amended, and any applicable regulations or rulings issued thereunder.
- 1.5 The “First Contract Anniversary” is listed on the contract face page. Subsequent “Contract Anniversaries” are on the same day of each subsequent year.
- 1.6 “Contract Quarter” is each of the four successive three-month periods in a Contract Year.
- 1.7 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.
- 1.8 “Contractholder Account” is an account we maintain for you under this contract.
- 1.9 "Contributions" are amounts that can be allocated to your Account according to your instructions and that have been paid to us or transferred to this contract from a prior AUL group annuity contract or a prior funding medium, pursuant to a Plan or Plans established by the Plan Sponsor that meet the requirements of Code §403(b). Such transferred amounts may be listed under categories other than “Contributions” on annual and quarterly reporting. **[Code §403(b) Contributions may not exceed applicable Code §§402(g), 403(b), 414(v), and 415 limits. The term “Contributions” does not include amounts that were the subject of an eligible rollover distribution from another plan to the Code §403(b) Plan.]**
- 1.10 “Contribution-Source” means each type of Contribution allowed under the Plan, including the following types of Code §403(b) Contributions:
- (a) “Elective Deferrals,” which means, with respect to any taxable year, any Contribution made under a salary reduction agreement. A Contribution made under a salary reduction agreement is not treated as an Elective Deferral if, under the salary reduction agreement, such Contribution is made pursuant to a one-time irrevocable election made by the Participant at the time of initial eligibility to participate in the agreement, or is made pursuant to a similar arrangement involving a one-time irrevocable election specified in Regulations issued under the Code.
  - (b) “Employee Mandatory Contributions,” which means Contributions made under a salary reduction agreement pursuant to a one-time irrevocable election made by the Participant at the time of initial eligibility to participate in the agreement, or made pursuant to a similar arrangement involving a one-time irrevocable election specified in Regulations issued under the Code.
  - (c) “Employer Contributions,” which means Contributions made by the Participant's employer that are not made pursuant to (a) or (b) above.

You are responsible for tracking each Contribution-Source separately.

- 1.11 “Excess Contributions” are Contributions in excess of the applicable Code limits. You are responsible for tracking Excess Contributions. **[Code §403(b) Contributions that exceed the applicable Code §415 limits, and that you identify to AUL, will be accounted for separately within this contract.]**
- 1.12 “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.
- 1.13 “Guaranteed SVA Account Value” is applied pursuant to the provisions of §§4.1, 4.2, 5.1, and 8.2, and is equal to the greater of:
- (1) the SVA Account Value, or
  - (2) an amount equal to the total of all Contributions and interest credited thereto, that are allocated to the SVA for the Contractholder that have not been withdrawn previously from the SVA, at an annual effective rate of interest (credited from the date of allocation to the SVA) 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 each calendar year in which monies are invested in the SVA (rounded to the nearest 0.05%), minus 1.25%. This interest rate shall not be less than 1% nor greater than 3%.]**

When a partial withdrawal is made from the Contractholder Account to provide a Plan benefit in the form of an annuity or a lump-sum payout under §§4.1, 4.2, or 5.1, the amount described in (2) above shall be reduced proportionally (i.e., both the amount described in (2) above and the SVA Account Value shall be reduced by the same percentage) to reflect such withdrawal or annuitization if, at that time, the amount described in (2) above is less than or equal to the SVA Account Value. When such a partial withdrawal or partial annuitization is made under those Sections, the amount described in (2) above shall be reduced dollar-for-dollar to reflect such withdrawal or annuitization if, at that time, the amount described in (2) above is greater than the SVA Account Value.

We may elect at any time to credit to the Contractholder’s SVA Account Value as additional earnings an amount equal to any excess by which the amount described in (2) above exceeds the SVA Account Value, even if done prior to application of the provisions of §§4.1, 4.2, 5.1, or 8.2.

- 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 Option” is the SVA and the Interest Account described in §8.2(a).
- 1.16 “Participant” is any person participating in the Plan.
- 1.17 “Plan” means a plan of the Plan Sponsor that is qualified under Code §403(b), for which Contributions are made to this contract.
- 1.18 “Plan Sponsor” is **[ABC Company]**.
- 1.19 “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 §8.2(a) are Investment Options within our general asset account.

1.20 The “Withdrawal Charge” is a percentage of the SVA Account Value (or the portion of the Guaranteed SVA Account Value that is equal to the SVA Account Value) withdrawn under this contract and a percentage of the amount paid out under §8.2(a) of this contract. The Withdrawal Charge will not apply to Account Values withdrawn to provide certain benefit payments or an annuity as described in §§4.2 and 5.1, respectively. The percentage varies by the [Contract Year] in which a withdrawal is made. The Withdrawal Charge percentage is as follows:

<u>[During Contract Years</u>	<u>Percentage</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>Thereafter</b>	<b>0]</b>

1.21 “Withdrawal Value” is your SVA Account Value or your Guaranteed SVA Account Value (depending on whether your entire Account is withdrawn), 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.

Contributions are credited to the appropriate Contribution-Sources as you direct in your allocation instructions. Contributions must be identified as Elective Deferrals, Employee Mandatory Contributions, or Employer Contributions. The initial Contribution is allocated to the Contractholder Account by **[the second Business Day after we (1) receive the initial Contribution or, if later, (2) receive all data necessary to complete the allocation]**. Subsequent Contributions are allocated to the Contractholder Account on **[the Business Day we (1) receive that Contribution or, if later, (2) receive all data necessary to complete the allocation]**.

As soon as administratively feasible following the Business Day that we receive your notice of intent to terminate the contract pursuant to §8.1, 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 §8.2(a).

- 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 interest thereon, and return them to you or as you otherwise 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.

**[No Participant is permitted to have elective deferral contributions (within the meaning of Code §402(g)(3)) made during a calendar year under this contract, or under any other plans, contracts, or arrangements maintained by his employer, in excess of the dollar limitation in effect under Code §402(g)(1) and any Regulations issued thereunder for taxable years beginning in such calendar year.]**

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

- 3.1 Allocations to the SVA: We allocate each Contribution to the SVA based on the information you provide. We credit interest daily to the SVA Account Value from the date of the Contribution to the date of withdrawal from the SVA.
- 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 §8.1. Until such time as SVA funds are transferred to the Interest Account pursuant to §8.2(a) and are distributed using the form of payment elected by you (as described in §8.2(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: Except for annuity purchases as described in §5.1, we reserve the right to limit or disallow allocation of new Contributions and loan repayments to the SVA upon **[30]** days notice to you.

## SECTION 4 - BENEFIT PAYMENTS

- 4.1 General Withdrawal Provisions: Subject to the following provisions of this Section, and prior to notification of contract termination (but not thereafter, subject to the provisions of §8.2), you may direct us to withdraw all or a portion of your SVA Account Value (or your Guaranteed SVA Account Value if your entire Account is withdrawn) pursuant to §4.2 to provide a single-sum payment to you to pay Plan benefits.
- [(a) Loans are permitted under this contract as withdrawals to the extent that the Plan Sponsor makes provision in its Plan for the availability of Plan loans satisfying the requirements of Code §72(p), and, where applicable, ERISA §408(b)(1), whereby the Plan is the lender. Additionally, hardship withdrawals, withdrawals upon attainment of age 59 ½, and other withdrawals are permitted under this contract to the extent that the Plan Sponsor makes provision in its Plan for such Participant benefits and the Plan Sponsor provides information necessary for AUL to provide such a withdrawal.**
  - (b) Code §403(b) Elective Deferrals: Amounts attributable to Code §403(b) elective deferral Contributions made pursuant to a Code §402(g)(3)(C) salary reduction agreement may be distributed to a Participant pursuant to the provisions of the Code §403(b) Plan, provided that such distribution shall not occur until the Participant has either attained age 59 ½, severed employment, died, become totally disabled [as defined by Code §72(m)(7), subject to any limitations provided under the Plan], experienced a hardship [as defined by Code §403(b)(11)(B), subject to any limitations provided under the Plan], or a withdrawal is made to provide a Plan loan in accordance with Code §72(p). In the case of a hardship withdrawal, any gain credited to such Contributions may not be withdrawn. These timing restrictions do not apply to Contributions (but do apply to earnings thereon) that were contributed before 1989, to withdrawals to correct Excess Contributions in accordance with the Code or other applicable Regulations or guidance, or to distributions due to Plan termination in accordance with the Code or other applicable Regulations or guidance.**
  - (c) Code §403(b) Non-Elective Deferrals: Any distribution of Code §403(b) Contributions other than elective deferrals described in Subsection (b) above shall not occur until the Participant has severed employment or upon the prior occurrence of an event specified in the Code §403(b) Plan and permissible under Treasury Regulation §1.403(b)-6(b), such as the attainment of a stated age, after a fixed number of years of service, or disability. This restriction does not apply to withdrawals to correct Excess Contributions, distributions of after-tax employee Contributions and earnings thereon, and distributions due to Plan termination in accordance with the Code or other applicable Regulations or guidance.**
  - (d) Withdrawal of any amount from this contract without there being a distributable event under the Code §403(b) Plan that is transferred directly by us pursuant to your instructions to another Code §403(b) tax-deferred annuity funding vehicle under applicable IRS rules and regulations shall be subject to application of the Withdrawal Charge pursuant to §4.2(a)(3).**
  - (e) If, as provided in Internal Revenue Code Regulation §1.403(b)-2T Q&A-2, the distributee of any eligible rollover distribution from the Code §403(b) Plan elects to have the distribution paid directly to an eligible retirement plan (as defined in Q&A-1 of that Section) and specifies the eligible retirement plan to which the distribution is to**

**be paid, then the distribution shall be paid to that eligible retirement plan in a direct rollover.]**

- (f) We are not responsible for determining your compliance with the requirements above. Any withdrawal request submitted by you must include certification as to the purpose of the withdrawal. You assume full responsibility for determining whether any withdrawal is permitted under applicable law and under the terms of the Plan. We may rely solely upon your representations made in the withdrawal request.
- (g) A withdrawal request is effective, and the SVA Account Value and Guaranteed SVA Account Value to be applied pursuant to §4.2 is determined, on **[the Business Day that we receive a proper withdrawal request (or due proof of death, if received later)]**.
- (h) We will generally pay any cash lump-sum to you within **[7]** days from the appropriate Business Day as determined in Subsection (g) above, however, we reserve the right to defer the payment of amounts withdrawn from the SVA under this §4 for a period of up to **[6 months]** after we receive the withdrawal request.

4.2 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.

- (a) Subject to the limitations provided in §4.1 and Subsection (b) below, prior to notification of contract termination (but not thereafter, subject to the provisions of §8.2), you may direct us to withdraw all or a portion of your Account to provide a single-sum payment (except as described below) to you to pay:

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

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

**(A) 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.**

**(B) 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.**

**(C) Even if there is no full or partial Plan termination under paragraphs (A) and (B) 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).**

- (D) 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.
- (3) Plan benefits, including intra-Plan transfers to another Plan funding vehicle, not otherwise listed in paragraphs (1) and (2) above. Such a withdrawal is subject to a Withdrawal Charge.]
- (b) Regarding death benefits specifically, notwithstanding the provisions of §8, upon receipt from you of instructions and of due proof of the Participant's (and, if applicable, the beneficiary's) death, we will apply the portion of your SVA Account Value (or your Guaranteed SVA Account Value if your entire Account is withdrawn) that you direct, minus any charges described in §6, for the purpose of providing a death benefit under the Plan. The death benefit will be paid to the Participant's beneficiary according to the method of payment elected by the beneficiary (unless such method of payment was previously elected by the Participant). Such death benefit shall be treated as a Plan benefit distribution not subject to a Withdrawal Charge pursuant to §4.2(a)(1). The Participant's beneficiary may also designate a beneficiary.
- (c) Under Subsection (a)(2) (A), (B), (C), and (D) and under (a)(3) above, if the entire Guaranteed SVA Account Value is withdrawn, the amount paid equals the Withdrawal Value minus any charges described in §6. If a portion of the SVA Account Value is withdrawn, the SVA Account Value is reduced by an amount sufficient to make the payment requested and to cover the Withdrawal Charge and any charges described in §6, subject to the provisions of §1.13. **[However, under the exceptions specified in Subsections (a)(2)(A), (B), (C), and (D) above, and under (a)(3) above, we reserve the right to pay you such Guaranteed SVA Account Value or such SVA Account Value (whichever is payable as determined above in this Subsection (c)) that you request (subject to the Withdrawal Charge and any charges described in §6) according to the provisions of §8.2(a), except that the term “termination effective date” as used in §8.2(a) 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 §8.1, 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 §8.

**[4.3 Required Minimum Distributions: This contract shall comply with the minimum distribution provisions of the Plan, but in no event shall the contract fail to comply with the requirements of Code §401(a)(9) and the regulations issued thereunder, including, but not limited to, the incidental benefit requirements specified in Code §401(a)(9)(G) and Q&A-2 of §1.401(a)(9)-6, as made applicable by Code §403(b)(10) to the Code §403(b) Plan. For purposes of applying the distribution rules of Code §401(a)(9), distributions of Code §403(b) amounts shall be made in accordance with the provisions of §1.408-8 of the Treasury Regulations, except as provided in §1.403(b)-6(e) of the Treasury Regulations. Accordingly, the provisions of (a), (b), and (c) below shall apply:**

- (a) Code §403(b) Required Minimum Distributions Prior to the Participant's Death:

- (1) Notwithstanding any provision of this contract to the contrary, the distribution of a Participant's post-1986 Code §403(b) interest in the contract (amounts accruing after 1986, including post-1986 earnings on pre-1987 accrued amounts, minus any charges described in §6) will be made in accordance with the requirements of Code §§403(b)(10) and 401(a)(9) and the Regulations issued thereunder. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of a Participant's post-1986 Code §403(b) interest in the contract [as determined under (b)(3) below] must satisfy the requirements of Code §§403(b)(10) and 401(a)(9) and the regulations issued thereunder as applicable to an account, rather than the requirements of (a)(2), (3), and (4) below and (b) below applicable to an annuity.
  - (2) The Participant's entire post-1986 Code §403(b) interest will begin to be distributed no later than the first day of April following the later of the calendar year in which the Participant attains age 70 ½ or the calendar year in which the Participant retires from employment with the employer maintaining the Code §403(b) Plan (the "required beginning date") over (a) the life of the Participant or the lives of the Participant and his or her designated beneficiary or (b) a period certain not extending beyond the life expectancy of the Participant or the joint and last survivor expectancy of the Participant and his or her designated beneficiary. However, if this contract is not part of a governmental plan or church plan, the "required beginning date" for a 5% owner is the first day of April of the calendar year following the calendar year in which the Participant attains age 70 ½. Payments will 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 Treasury Regulations. In addition, any distribution of Code §403(b) amounts accruing pre-1987 or post-1986 must satisfy the incidental benefit requirements specified in Code §401(a)(9)(G) and Q&A-2 of Treasury Regulation §1.401(a)(9)-6.
  - (3) The distribution periods described in (a)(2) above cannot exceed the periods specified in Treasury Regulation §1.401(a)(9)-6.
  - (4) 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.
- (b) Code §403(b) Required Minimum Distributions After the Participant's Death:
- (1) If the Participant dies before his Annuity Commencement Date, his entire post-1986 Code §403(b) interest [as defined in (a)(1) above] will be distributed at least as rapidly as follows:
    - (A) in a single sum or other method not provided in (B) below; provided, however, that the entire interest must be paid on or before December 31 of the calendar year which contains the fifth anniversary of the Participant's death, or

- (B) as an annuity in accordance with the Annuity Options shown in §5.2 over a period not to exceed the life or life expectancy of the Participant's beneficiary.**
- (i) If the designated beneficiary is not the Participant's surviving spouse, the entire interest will be distributed, beginning no later than December 31 of the calendar year following the calendar year in which the Participant died, over the remaining life expectancy of such designated beneficiary. Such life expectancy is determined using the age of the beneficiary as of his or her birthday in the year following the year of the Participant's death or, if elected, in accordance with (b)(1)(B)(iii) below.**
  - (ii) If the sole designated beneficiary is the Participant's surviving spouse, the entire interest will be distributed, beginning no later than December 31 of the calendar year following the calendar year in which the Participant died (or by December 31 of the calendar year in which the Participant would have attained age 70 ½, if later), over such spouse's life, or, if elected, in accordance with (b)(1)(B)(iii) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, beginning on or before December 31 of the calendar year immediately following the calendar year in which the spouse died, 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 (b)(1)(B)(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 payment option chosen.**
  - (iii) If there is no designated beneficiary, the designated beneficiary is not an individual, or if applicable by operation of (b)(1)(B)(i) or (ii) above, the entire interest will be distributed no later than December 31 of the calendar year containing the fifth anniversary of the Participant's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under (b)(1)(B)(ii) above).**
  - (iv) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation §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 beneficiary's age in the year specified in (b)(1)(B)(i) or (ii) above and reduced by 1 for each subsequent year.**

- (2) If the Participant dies on or after his or her Annuity Commencement Date, any interest remaining under the benefit payment option selected will continue to be distributed under that benefit payment option and will be paid at least as rapidly as prior to the Participant's death.
  - (3) The Participant's "interest" includes the amount of any outstanding rollover or transfer and the actuarial value of any other benefits provided under the contract, such as guaranteed death benefits, if any.
  - (4) For purposes of (b)(1) and (2) above, required distributions are considered to commence on the Participant's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under (b)(1)(B)(ii) 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 Treasury Regulation §1.401(a)(9)-6, then required distributions are considered to commence on the annuity starting date.
- (c) **Application to Multiple Contracts:** To the extent permitted by Treasury Regulation §1.403(b)-6(e)(7), the required minimum distribution from one Code §403(b) contract of a Participant may be distributed from another Code §403(b) contract of the Participant in order to satisfy Code §401(a)(9). The Participant shall in such event be responsible for the satisfaction of Code §401(a)(9).]

**[4.4 Code §403(b) Rollovers:** A distributee may elect to have any portion of an eligible rollover distribution from the Code §403(b) Plan paid directly to an eligible retirement plan specified by the distributee in a direct rollover. For this purpose, the following definitions and rules apply:

- (a) **Eligible Rollover Distribution:** An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: 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 distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code §401(a)(9) as made applicable by Code §403(b)(10); any distribution made upon the hardship of the employee; and any other amounts designated in applicable federal tax guidance. The term "eligible rollover distribution" shall not include the portion of any distribution that is not includible in gross income except to the extent that such amount is paid directly to an eligible retirement plan that is an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b), or an annuity described in Code §403(b) or qualified trust described in Code §401(a) and such annuity or trust agrees to separately account for such amounts so transferred, including separately accounting for the portion of such distribution that is includible in gross income and the portion that is not so includible.
- (b) **Eligible Retirement Plan:** An eligible retirement plan is an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b), an annuity plan described in Code §§403(a) or 403(b), a qualified trust described in Code §401(a), or an eligible deferred compensation plan described in Code §457(b) which is maintained by an eligible governmental employer described in Code §457(e)(1)(A), that accepts the distributee's eligible rollover distribution.

- (c) **Distributee:** The Participant is a distributee whether he or she is an employee or former employee. In addition, a Participant's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code §414(p), is a distributee with regard to the interest of the spouse or former spouse.
- (d) **Nonspouse Beneficiary:** To the extent permitted by Code §402(c)(11) and applicable federal tax guidance issued thereunder, a direct trustee-to-trustee transfer may be made to an individual retirement account described in Code §408(a) or an individual retirement annuity described in Code §408(b) of an individual who is the Participant's designated beneficiary but who is not the Participant's surviving spouse if such transfer would be an eligible rollover distribution but for the fact that the distribution is not being made to the Participant or the Participant's surviving spouse.
- (e) **Direct Rollover:** A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.]

**[4.5 Distributions on Plan Termination:** With regard to amounts attributable to Code §403(b) Contributions made pursuant to a Code §402(g)(3)(C) salary reduction agreement, termination of the Code §403(b) Plan and distribution of such accumulated amounts pursuant to the provisions of the Plan are permitted only if the Plan Sponsor [taking into account all entities that are treated as the same employer under Code §414(b), (c), (m), or (o) on the date of the termination] does not make contributions to any Code §403(b) contract that is not part of the Plan during the period beginning on the date of Plan termination and ending 12 months after distribution of all assets from the terminated Plan. However, if at all times during the period beginning 12 months before the termination and ending 12 months after distribution of all assets from the terminated Plan, fewer than 2% of the employees who were eligible under the Code §403(b) Plan as of the date of Plan termination are eligible under the alternative Code §403(b) contract, the alternative Code §403(b) contract is disregarded.]

4.6 **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 §4.2; and
- (4) is the amount of any applicable charges under §6.

## SECTION 5 - ANNUITIES

- 5.1 Annuity Purchases: Prior to notification of contract termination (but not thereafter, subject to the provisions of §8), you may withdraw all or a portion of your SVA Account Value (or your Guaranteed SVA Account Value if your entire Account is withdrawn) to provide a Plan benefit in the form of an annuity. Such a withdrawal is not subject to a Withdrawal Charge. Such amounts remain in the SVA until the SVA Account Value (or Guaranteed SVA Account Value if your entire Account is withdrawn) of such requested amounts (reflecting interest earned) 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 you may apply to purchase an annuity is **[the lesser of \$10,000 or your entire Guaranteed SVA Account Value].**

As soon as administratively feasible following the Business Day that we receive your notice of intent to terminate the contract pursuant to §8.1, 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 §8.

- 5.2 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.

- 5.3 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.
- 5.4 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.
- 5.5 Annuity Certificates: We issue to each person for whom an annuity is purchased a certificate setting forth the annuity's amount and terms.

## SECTION 6 - OTHER CONTRACT CHARGES

- 6.1 Taxes: We may deduct charges equal to any premium tax we incur from the balance applied to purchase an annuity or at such other time as premium taxes are incurred by AUL.
- 6.2 Reduction or Waiver of Charges: We may reduce or waive the Withdrawal Charge or other contract charges if the appropriate expenses associated with the sale or administration of any contract are reduced or if a contract is sold covering our employees or directors, those of the OneAmerica® Funds, Inc., or to either's affiliates.
- 6.3 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. These charges may include, but are not limited to, Form 5500 fees, administrative fees, data reconciliation and reconstruction fees, commissions, and contract application/installation fees for a takeover Plan. The Plan Sponsor must pay any charges for which the Plan Sponsor (not the Plan) is responsible, and to which the Plan Sponsor has otherwise agreed in writing. These charges include contract application/installation fees for a new Plan.

## SECTION 7 - CONTRACT MODIFICATIONS

- 7.1 **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.
- 7.2 **Rates and §6 Charges:** We may announce new Guaranteed Rates, as described in §3.2. We may also modify the charge levels in §6 (but may not exceed the maximum charge levels listed in the Table of Contract Charges) using the procedures of §7.4.
- 7.3 **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.
- 7.4 **Our Right to Initiate Changes:** In addition to those amendments permitted by §§7.2 and 7.3, we may initiate an additional provision or modification of any other provision of this contract (except for those prohibited amendments listed in §7.5) by giving you **[60]** days notice of such modification. Any such modification is effective without your affirmative assent.
- 7.5 **Prohibited Amendments:**
- (a) Notwithstanding our right to initiate changes under §7.4, we may not initiate changes to the method of calculating the Guaranteed SVA Account Value as set out in §1.13, our obligation to set Guaranteed Rates for the period of time specified in §3.2, the payment provisions upon contract termination specified in §8.2, 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 8 - TERMINATION OF CONTRACT

8.1 Termination by You: You may terminate this contract by giving us notice and electing a form of payment described in §8.2. 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. The contract termination effective date is **[the Business Day that we receive your notice at our Home Office]**.

8.2 Payment upon Termination by You: If you terminate the contract, you may elect the following options:

- (a) Your Guaranteed SVA Account Value as determined on the termination effective date shall be transferred as of that date from the SVA to an Interest Account within our general asset account within **[7]** days from the termination effective date. (Amounts may be credited to this Interest Account only as described in this Subsection (a).) All amounts accumulated in this Interest Account shall continue to earn interest in a specific calendar year at the Guaranteed Rate in effect for the SVA as of the contract termination effective date, but such interest shall never be less than **[the average 5-year Constant Maturity Treasury Rate reported by the Federal Reserve for the month of October of the calendar year immediately preceding such specific calendar year (rounded to the nearest 0.05%), minus 1.25%. This minimum guaranteed interest rate shall not be less than 1% nor greater than 3%.]**

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 §5.1, and Plan benefit distributions that are paid pursuant to §4.2 for retirement, death, disability, termination of employment, and Code §401(a)(9) required minimum distributions 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.

- (b) Transfer to Another Contract: You may transfer your Guaranteed SVA Account Value to any group annuity contract that has a withdrawal charge that we may make available. You may transfer your Guaranteed SVA Account Value, subject to a Withdrawal Charge, to any group annuity contract that does not have a withdrawal charge that we may make available. Any such amounts are transferred on the contract termination effective date. Monies in the SVA can be transferred to such group annuity contract, subject to the same limitations as described in Subsection (a) above.

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.

8.3 Indemnification Required: Payments or transfers under §8.2 are in full settlement of our obligations under this contract. Prior to making such payments or transfers under §8.2, 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.

8.4 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 the SVA.

## SECTION 9 - GENERAL PROVISIONS

- 9.1 **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.
- 9.2 **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.
- 9.3 **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 interest 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.

- 9.4 **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:
- (a) the Plan meet the requirements of Code §403(b);
  - (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, your Account, or any transaction involving this contract.

- 9.5 **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, your designee, or a Participant 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.

- 9.6 Form of Request, Notice, Instruction, or Direction: When reference is made to you, your designee, or a Participant 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.
- 9.7 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 statutes or rules, or other statutes or rules, do not incorporate within this contract any such statutes or rules.
- 9.8 Gender and Number: Whenever the context so requires, the plural includes the singular, the singular the plural, and the masculine the feminine.
- 9.9 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.
- 9.10 Acceptance of New Contributions: We may refuse to accept new Contributions at any time.
- 9.11 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.
- [9.12 Nonforfeitability and Nontransferability: The entire Withdrawal Value of a Participant's vested portion (as determined pursuant to the Code §403(b) Plan) of Code §403(b) funds is nonforfeitable at all times within the meaning of Code §403(b)(1)(C) and any Regulations issued thereunder. The Code §403(b) funds shall also be nontransferable within the meaning of Treasury Regulation §1.403(b)-3(a)(5). No sum payable under this contract that is attributable to Code §403(b) funds with respect to a Participant may be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person or entity other than us, other than pursuant to a qualified domestic relations order described in Code §414(p). In addition, to the extent permitted by law, no such sum shall in any way be subject to legal process requiring the payment of any claim against the payee.]**
- 9.13 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) 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.)
  
- [(2) **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%.]**

SERFF Tracking Number: AULD-126805685 State: Arkansas  
Filing Company: American United Life Insurance Company State Tracking Number: 46754  
Company Tracking Number: GBERTDAUSVAONLY  
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium  
Product Name: Registered Unallocated Stable Value Account only - GBERTDAuSVAonly  
Project Name/Number: Registered Unallocated Stable Value Account only - GBERTDAuSVAonly/GBERTDAuSVAonly

## 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> The application to be used with this contract will be Form P-11104, which was approved by your office on April 17, 2000.		
<b>Attachment:</b> 11104 (Reference for filing).pdf		

	Item Status:	Status Date:
<b>Satisfied - Item:</b> Statement of Variability		
<b>Comments:</b>		
<b>Attachment:</b> GB403b(SVAonly)SOVUnall(Standard)9-9-10(except FL,MD,MO,NV,OR).pdf		

**STATE OF ARKANSAS**

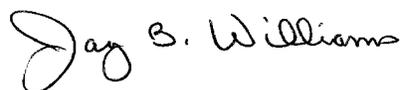
**CERTIFICATION**

CARRIER: AMERICAN UNITED LIFE INSURANCE COMPANY

SUBMISSION: GBERTDAuSVAonly, Guaranteed Benefit Group Retirement Annuity

DATE: September 10, 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

**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)*

*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

*American United Life Insurance Company – NAIC 60895*  
*Form GBERTDAuSVAonly*  
*Statement of Variability (SOV)*  
*09-08-10*

<i>Page</i>	<i>Description</i>	<i>Variable Explanation</i>
Cover Page	John Doe information, officer name & title, company telephone number  [(SBR)]	Contract holder specific information/name and/or title change/telephone number change  Reflects the type of contract issued
Sec 1 – Definitions/ Contributions	1.9 – [Code §403(b) Contributions may not exceed applicable Code §§402(g), 403(b), 414(v), and 415 limits. The term “Contributions” does not include amounts that were the subject of an eligible rollover distribution from another plan to the Code §403(b) Plan.]	Ability to revise this language without filing based on changes in IRS Code requirements.
Sec 1 – Definitions/ Excess Contributions	1.11 - [Code §403(b) Contributions that exceed the applicable Code §415 limits, and that you identify to AUL, will be accounted for separately within this contract.]	Ability to revise this language without filing based on changes in IRS Code requirements.
Sec 1 – Definitions/ Guaranteed SVA Account Value	1.13 [the average 5-year Constant Maturity Treasury Rate reported by the Federal Reserve for the month of October of the calendar year immediately preceding each calendar year in which monies are invested in the SVA (rounded to the nearest 0.05%), minus 1.25%. This interest rate shall not be less than 1% nor greater than 3%.]	To allow change in case the Standard NAIC Nonforfeiture Law Individual Deferred Annuities (SNFLIDA) model regulation is changed.
Sec 1 – Definitions/Plan Sponsor	1.18 - [ABC Company]	Contract holder specific information.
Sec 1 – Definitions/Withdrawal Charge	1.20 - [Contract Year]  <b>Withdrawal charge schedule</b>	Withdrawal charge may be based on contract year or the participant year.  Scale varies by commission option. Maximum surrender charge would be 8%, minimum would be zero and the withdrawal charge period would not exceed 10 years.
Sec 2 – Administration of the Contractholder Account	2.1 – [the second Business Day after we (1) receive the initial Contribution or, if later, (2) receive all data necessary to complete the allocation]	Option to change number of days based on administration requirements.

	<p><b>[the Business Day we (1) receive that Contribution or, if later, (2) receive all data necessary to complete the allocation]</b></p> <p><b>[5]</b></p>	<p>Option to change number of days based on administration requirements.</p> <p>Option to change number of days based on administration requirements. Range = 1 to 14 days</p>
Sec 2 – Administration of the Contractholder Account	<p><b>2.3 – [No Participant is permitted to have elective deferral contributions (within the meaning of Code §402(g)(3)) made during a calendar year under this contract, or under any other plans, contracts, or arrangements maintained by his employer, in excess of the dollar limitation in effect under Code §402(g)(1) and any Regulations issued thereunder for taxable years beginning in such calendar year.]</b></p>	<p>Ability to revise this language without filing based on changes in IRS requirements.</p>
Sec 3 – Operation of the Stable Value Account (SVA)/ Provision of a Guaranteed Rate for the SVA	<p>3.2 <b>[35]</b></p> <p><b>[5]</b></p>	<p>Option of time to declare change in interest rate. Range = 21 days to 45 days</p> <p>Range = 5 days to 45 days</p>
Sec 3 – Operation of the Stable Value Account (SVA)/Minimum Rate Guarantee	<p>3.3 <b>[0%]</b></p>	<p>See actuarial memorandum. Based on investment returns, product expenses, lapse expense and current market conditions.</p> <p>This contract is exempt for the Standard Nonforfeiture Law because it used to fund an employer/employee group retirement plan and is governed by ERISA.</p>
Sec 3 – Operation of the Stable Value Account/Limitation on Contributions	<p>3.4 – <b>[30]</b></p>	<p>Range = 5 days to 45 days</p>
Sec 4 – Benefit Payments / General Withdrawal Provisions	<p>4.1 <b>[(a) through (e)]</b></p> <p>4.1 (g) - <b>[the Business Day that we receive a proper withdrawal request (or due proof of death, if received later)]</b></p> <p>4.1 (h) – <b>[ 7]</b></p> <p><b>[6 months]</b></p>	<p>Ability to revise this language without filing based on changes in IRS requirements.</p> <p>Option to change based on administration requirements.</p> <p>Option to change based on administration requirements. Range = 7 to 14 days.</p> <p>Ability to revise this language without filing based on changes in Regulation requirements.</p>

Sec 4 – Benefit Payments / Plan Benefit Payments	4.2 [(1) through (3)]  4.2 (c) - [However, under the exceptions specified in Subsections (a)(2)(A), (B), (C), and (D) above, and under (a)(3) above, we reserve the right to pay you such Guaranteed SVA Account Value or such SVA Account Value (whichever is payable as determined above in this Subsection (c)) that you request (subject to the Withdrawal Charge and any charges described in §6) according to the provisions of §8.2(a), except that the term “termination effective date” as used in §8.2(a) shall be replaced by “withdrawal effective date.”]	Ability to revise this language without filing based on changes in IRS requirements.  Option to change based on administration requirements.
Sec 4 – Benefit Payments / Requirement Minimum Distributions	4.3 – Entire subsection	Ability to revise this language without filing based on changes in IRS requirements.
Sec 4 – Benefit Payments / Code 403(b) Rollovers	4.4 – Entire subsection	Ability to revise this language without filing based on changes in IRS requirements.
Sec 4 – Benefit Payments / Distributions on Plan Termination	4.5 – Entire subsection	Ability to revise this language without filing based on changes in IRS requirements.
Sec 5 – Annuities/Annuity Purchases	5.1 [the last day of the month preceding the Annuity Commencement Date]  [the lesser of \$10,000 or the Participant’s entire Investment Account Value plus his Guaranteed SVA Account Value]  [5]	Option to change based on administration requirements.  Option to change based on administration requirements. With range of \$5,000 to \$50,000.  Option to change number of days based on administration requirements. Range = 1 to 14 days
Sec 6 – Other Contract Charges/Other Charges	6.3(b) [60]	Option to change number of days based on administrative requirements. Range = 60 to 90 days
Sec 7 – Contract Modifications/Our Right to Initiate Changes	7.5 – [60]	Option to change number of days based on administrative requirements. Range = 60 to 90 days
Sec 8 – Termination of Contract/Termination By You	8.1 [5 days]  [the Business Day that we receive your notice at our Home Office]	Range = 5 to 45 days  Option to change number of days based on administrative requirements. Range = 1 to 10 days
Sec 8 – Termination of	8.2 [7]	Option to change number of days based

<p>Contract/Payment Upon Termination by You</p>	<p><b>[the average 5-year Constant Maturity Treasury Rate reported by the Federal Reserve for the month of October of the calendar year immediately preceding such specific calendar year (rounded to the nearest 0.05%), minus 1.25%. This minimum guaranteed interest rate shall not be less than 1% nor greater than 3%.]</b></p> <p>[365]</p> <p><b>[Only Plan benefit distributions that are paid pursuant to §6.1, and Plan benefit distributions that are paid pursuant to §5.2 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.]</b></p> <p>[365-day]</p> <p>[5]</p>	<p>on administrative requirements. Range = 1 to 14 days</p> <p>Ability to revise language without filing based on changes in IRS requirements.</p> <p>Range = 180 to 365 days</p> <p>Ability to revise language without filing based on changes in IRS requirements.</p> <p>Range = 180 to 365 days</p> <p>Option to change number of days based on administrative requirements. Range – 1 to 14 days</p>
<p>Sec 9 – General Provisions/ Nonforfeitability and Nontransferability</p>	<p>9.12 – entire subsection</p>	<p>Ability to revise language without filing based on changes in IRS requirements.</p>
<p>Sec 9 – General Provisions/Notice of Annual Meeting of Members</p>	<p>9.13 <b>[the third Thursday in February each year at ten o’clock A.M. local time]</b></p>	<p>To allow flexibility in the date and time of the annual meeting.</p>
<p>Table of Contract Charges</p>	<p><b>[(2) 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</b></p>	<p>Option to change based on administration requirements. This language would be added in the event individual Participant recordkeeping services were requested by the Contractholder.</p>

	<p><b>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.]</b></p>	
Table of Guaranteed Immediate Annuities	<b>Table of Guaranteed Immediate Annuities</b>	To allow flexibility in case the 1994 Group Annuity Reserving Table is changed.