

SERFF Tracking Number: AULD-126808706 State: Arkansas
Filing Company: American United Life Insurance Company State Tracking Number: 46755
Company Tracking Number: DCPUSVAONLY
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: Registered Unallocated Stable Value Account only - DCPuSVAonly
Project Name/Number: Registered Unallocated Stable Value Account only - DCPuSVAonly/DCPuSVAonly

Filing at a Glance

Company: American United Life Insurance Company

Product Name: Registered Unallocated Stable Value Account only - DCPuSVAonly SERFF Tr Num: AULD-126808706 State: Arkansas

Value Account only - DCPuSVAonly

TOI: A02G Group Annuities - Deferred Non-variable SERFF Status: Closed-Approved-Closed State Tr Num: 46755

Sub-TOI: A02G.002 Flexible Premium

Co Tr Num: DCPUSVAONLY

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 - DCPuSVAonly

Status of Filing in Domicile: Not Filed

Project Number: DCPuSVAonly

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, 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.

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:

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Filing Description:
September 10, 2010

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 DCPuSVAonly - Deferred Compensation Plan (DCP) Unallocated 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 DCPuSVAonly, is an unallocated flexible premium group deferred annuity contract which will be used to fund deferred compensation retirement plans that are tax qualified under Internal Revenue Code 457 and 409A. 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

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no unusual or possibly controversial items deviating from normal company or industry standards

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

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| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|--|---------|----------------|---------------|
| American United Life Insurance Company | \$50.00 | 09/10/2010 | 39417907 |

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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 | Deferred Compensation Plan (DCP) | | Yes |
| | Unallocated Group Annuity with Stable Value Account | | |

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Form Schedule

Lead Form Number: DCPuSVAonly

| Schedule Item Status | Form Number | Form Type | Form Name | Action | Action Specific Data | Readability | Attachment |
|----------------------|-------------|---|--|---------|----------------------|-------------|--|
| | DCPuSVAonly | Policy/Cont ract/Fratern al Certificate | Deferred Compensation Plan (DCP) Unallocated Group Annuity with Stable Value Account | Initial | | 0.000 | Stable Value only 457 DCP Unallocated Contract ver2 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.

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.

AMERICAN UNITED LIFE INSURANCE COMPANY

By

A handwritten signature in black ink, appearing to read "Dayton D. Moorehead".

[President and Chief Executive Officer]

Attest

A handwritten signature in black ink, appearing to be a stylized name.

[Secretary]

Deferred Compensation Plan (DCP)
Unallocated 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].

TABLE OF CONTENTS

| | |
|--|------|
| SECTION 1 - DEFINITIONS | [3] |
| SECTION 2 - ADMINISTRATION OF THE CONTRACTHOLDER ACCOUNT | [5] |
| 2.1----- How Contributions Are Handled | |
| 2.2----- Transfers from Other Retirement Programs | |
| 2.3----- Excess Contributions | |
| SECTION 3 - OPERATION OF THE STABLE VALUE ACCOUNT (SVA) | [6] |
| 3.1----- Allocations to the SVA | |
| 3.2----- Provision of a Guaranteed Rate for the SVA | |
| 3.3----- Minimum Rate Guarantee | |
| 3.4----- Limitation on Contributions | |
| SECTION 4 - BENEFIT PAYMENTS | [7] |
| 4.1----- Plan Benefit Payments | |
| 4.2----- Other Funding | |
| SECTION 5 - ANNUITIES | [9] |
| 5.1----- Annuity Purchases | |
| 5.2----- Annuity Options | |
| 5.3----- Determining Annuity Amount | |
| 5.4----- Proof of Age and Survival; Minimum Payments | |
| 5.5----- Annuity Certificates | |
| SECTION 6 - OTHER CONTRACT CHARGES | [10] |
| 6.1----- Taxes | |
| 6.2----- Reduction or Waiver of Charges | |
| 6.3----- Other Charges | |
| SECTION 7 - CONTRACT MODIFICATIONS | [11] |
| 7.1----- Contract Amendment | |
| 7.2----- Rates and §6 Charges | |
| 7.3----- Conformance with Law | |
| 7.4----- Our Right to Initiate Changes | |
| 7.5----- Prohibited Amendments | |
| SECTION 8 - TERMINATION OF CONTRACT | [12] |
| 8.1----- Termination by You | |
| 8.2----- Payment upon Termination by You | |
| 8.3----- Indemnification Required | |
| 8.4----- Effect on Contract Obligations | |

SECTION 9 - GENERAL PROVISIONS

[13]

- 9.1----- Ownership
- 9.2----- Entire Contract
- 9.3----- Benefit Determinations
- 9.4----- Representations and Warranties
- 9.5----- Contractholder Representative; Misstatement of Data
- 9.6----- Assignment by Contractholder
- 9.7----- Form of Request, Notice, Instruction, or Direction
- 9.8----- Conformity with Law
- 9.9----- Gender and Number
- 9.10---- Facility of Payment
- 9.11---- Acceptance of New Contributions
- 9.12---- Our Annual Statement
- 9.13---- Notice of Annual Meeting of Members

TABLE OF CONTRACT CHARGES

[15]

TABLE OF GUARANTEED IMMEDIATE ANNUITIES

[16]

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 the Plan. Such transferred amounts may be listed under categories other than “Contributions” on annual and quarterly reporting.
- 1.10 “Contribution-Source” means each type of Contribution allowed under the Plan. 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.
- 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, 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 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, 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 the Plan Sponsor’s plan of deferred compensation 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 §§4.1 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> |
|--------------------------------------|--------------------------|
| 1 | 8 |
| 2 | 7 |
| 3 | 6 |
| 4 | 5 |
| 5 | 4 |
| 6 | 3 |
| 7 | 2 |
| 8 | 1 |
| 9 | 1 |
| Thereafter | 0] |

- 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. 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.

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 Plan Benefit Payments: You will advise us of any person for whom a payment is due under the Plan, including the nature and amount of such payment, before the date such payment is due or as soon thereafter as is practicable. Any withdrawal request 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. We are not responsible for determining your compliance with applicable law and the Plan.

Prior to notification of contract termination (but not thereafter, subject to the provisions of §8.2), you may direct us to withdraw and pay to you, or as you direct, all or a portion of your SVA Account Value (or your Guaranteed SVA Account Value if your entire Account is withdrawn) in a lump sum to provide:

- [(a) Plan benefits for retirement, death, disability, unforeseeable emergencies, loans, or required minimum distribution benefits pursuant to Code §401(a)(9). Such a withdrawal is not subject to a Withdrawal Charge.]**
- [(b) Plan benefits for termination of employment. Such a withdrawal is not subject to a Withdrawal Charge, with the following exceptions:**
 - (1) Any such payment requested for a Participant who terminates employment on or after the date your Plan is terminated is subject to a Withdrawal Charge.**
 - (2) Any such payment requested for a Participant whose termination of employment is part of a partial Plan termination under IRS guidelines is subject to a Withdrawal Charge.**
 - (3) Even if there is no full or partial Plan termination under paragraphs (1) and (2) above, we reserve the right to apply a Withdrawal Charge to any such termination of employment payments during the Contract Year (or, at our option, during the 365-day period preceding our receipt of a termination of employment benefit payment request) which exceed 20% of your Account Value determined as of the first day of the Contract Year (or the first day of the 365-day period).**
 - (4) Any such payment requested for a Participant who terminates employment on or after the date the Plan Sponsor files for protection under federal bankruptcy law, is deemed insolvent, dissolves, closes, or shuts down its business, or ceases operations is subject to a Withdrawal Charge.]**
- [(c) Plan benefits, including intra-Plan transfers to another Plan funding vehicle, not otherwise listed in Subsections (a) and (b) above. Such a withdrawal is subject to a Withdrawal Charge.]**

Under (b)(1), (2), (3), and (4) and under (c) 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 (b) (1), (2), (3), and (4) above, and in (c) 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 paragraph 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.”]**

A withdrawal request is effective, and the SVA Account Value and Guaranteed SVA Account Value to be applied pursuant to this Section is determined, on **[the Business Day that we receive a proper withdrawal request (or due proof of death, if received later)]**. We will generally pay any cash lump-sum to you within **[7]** days from that Business Day, 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.

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.

4.2 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 §4.1; 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, 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 §4.1 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. Assets shall be held for the exclusive benefit of Participants and their beneficiaries under the Plan. No benefit or privilege under the contract may be sold, assigned, discounted, or pledged as collateral for a loan, as security for the performance of an obligation, or for any other purpose to any person or entity other than AUL.
- 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:

[(use this (a) if the Plan is a 457(b) plan)]

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

[(use this (a) if the Plan is a 457(f) plan)]

- (a) the Plan is **[a deferred compensation plan that meets the requirements of Code §457(f) and Code §409A];**

[(use this (a) if the Plan is not a 457(f) plan, but is a 409A plan)]

- (a) the Plan is **[a deferred compensation plan that meets the requirements of Code §409A];**

[(use this (a) if the Plan is a grandfathered 409A plan)]

- (a) the Plan is **[a deferred compensation plan that is a grandfathered Code §409A plan];**
- (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 **Assignment by Contractholder:** You may assign this contract by filing the original or a duplicate of the assignment with us. We are not responsible for the validity of an assignment.
- 9.7 **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.
- 9.8 **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.
- 9.9 **Gender and Number:** Whenever the context so requires, the plural includes the singular, the singular the plural, and the masculine the feminine.
- 9.10 **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.
- 9.11 **Acceptance of New Contributions:** We may refuse to accept new Contributions at any time.
- 9.12 **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.
- 9.13 **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-126808706 State: Arkansas
 Filing Company: American United Life Insurance Company State Tracking Number: 46755
 Company Tracking Number: DCPUSVAONLY
 TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
 Product Name: Registered Unallocated Stable Value Account only - DCPuSVAonly
 Project Name/Number: Registered Unallocated Stable Value Account only - DCPuSVAonly/DCPuSVAonly

Supporting Document Schedules

| | Item Status: | Status Date: |
|---|---------------------|-------------------------|
| Satisfied - Item: Flesch Certification | | |
| Comments: | | |
| Attachment: ARactcert-Reg6.pdf | | |

| | Item Status: | Status Date: |
|--|---------------------|-------------------------|
| Satisfied - Item: Application | | |
| Comments: The application to be used with this contract will be Form P-11104, which was approved by your office on April 17, 2000. | | |
| Attachment: 11104 (Reference for filing).pdf | | |

| | Item Status: | Status Date: |
|---|---------------------|-------------------------|
| Satisfied - Item: Statement of Variability | | |
| Comments: | | |
| Attachment: GB457 DCPSVAonlySOVUnall(Standard)9-9-10(except FL,MD,MO,NV,OR).pdf | | |

STATE OF ARKANSAS

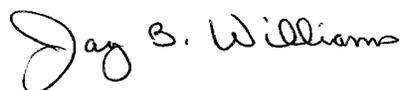
CERTIFICATION

CARRIER: AMERICAN UNITED LIFE INSURANCE COMPANY

SUBMISSION: DCPuSVAonly, Deferred Compensation Plan Unallocated Group 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 DCPuSVAonly
Statement of Variability (SOV)
09-09-10

| Page | Description | Variable Explanation |
|--|---|--|
| 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/ 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 - Withdrawal charge schedule. [Contract 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. Withdrawal charge may be based on contract year or the participant year. |
| Sec 2 – Administration of 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.] [the Business Day we (1) receive that Contribution or, if later, (2) receive all data necessary to complete the allocation] [5] | Option to change number of days based on administration requirements. Range = 1 to 5 days. Option to change number of days based on administration requirements. Range = 1 to 5 days. Option to change number of days based on administration requirements. Range = 1 to 14 days |
| Sec 3 – Operation of the Stable Value Account (SVA)/ Provision of a Guaranteed Rate for the SVA | 3.2 [35] [5] | Option of time to declare change in interest rate. Range = 21 to 45 days Range = 5 days to 45 days |

| | | |
|---|---|--|
| <p>Sec 3 – Operation of the Stable Value Account (SVA)/Minimum Rate Guarantee</p> | <p>3.3 [0%]</p> | <p>See actuarial memorandum. Based on investment returns, product expenses, lapse expense and current market conditions. 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> |
| <p>Sec 4 – Benefit Payments/ Plan Benefit Payments</p> | <p>4.1 [(a) through (c)]</p> <p>[However, under the exceptions specified in (b) (1), (2), (3), and (4) above, and in (c) 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 paragraph 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.”]</p> <p>[the Business Day that we receive a proper withdrawal request (or due proof of death, if received later]</p> <p>[7]</p> <p>[6 months]</p> <p>[5]</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 = 1 to 5 days</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> <p>Range = 5 to 45 days</p> |
| <p>Sec 5 –Annuities/Annuity Purchases</p> | <p>5.1 [the last day of the month preceding the Annuity Commencement Date]</p> <p>[the lesser of \$10,000 or the Participant’s entire Investment Account Value plus his Guaranteed SVA Account Value]</p> <p>[5]</p> | <p>Option to change based on administration requirements.</p> <p>Option to change based on administration requirements. With range of \$5,000 to \$50,000.</p> <p>Option to change number of days based on administration requirements. Range = 5 to 7 days</p> |
| <p>Sec 6 – Other Contract</p> | <p>6.3 [60]</p> | <p>Option to change number of days based</p> |

| | | |
|---|---|---|
| Charges/Other Charges | | on administrative requirements. Range 60 to 90 days. |
| Sec 7 – Contract Modifications/Our Right to Initiate Changes | 7.4 – [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 Contract/Payment Upon Termination by You | 8.2 [7] [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%.] [365] [Only Plan benefit distributions that are paid pursuant to §5.1, and Plan benefit distributions that are paid pursuant to §4.1 for retirement, death, disability, termination of employment, and Code §401(a)(9) required minimum distributions and that are not subject to a Withdrawal Charge, shall continue to be made during this 365-day period.] [365-day] [5] | Option to change number of days based on administrative requirements. Range = 1 to 14 days Ability to revise language without filing based on changes in IRS requirements. Range = 180 to 365 days Ability to revise language without filing based on changes in IRS requirements. Range = 180 to 365 days Option to change number of days based on administrative requirements. Range = 1 to 14 days. |
| Sec 9 – General Provisions/ Representations and Warranties | 9.4 (a) <i>(use this (a) if the Plan is a 457(b) plan)</i> (a) the Plan is [a deferred compensation plan that meets the requirements of Code §457(b)]; <i>(use this (a) if the Plan is a 457(f) plan)</i> (a) the Plan is [a deferred compensation plan that meets the requirements of Code §457(f)] | Language is used based on the type of IRS Code 457 plan/409 |

| | | |
|--|--|--|
| | <p style="text-align: center;">and Code §409A);</p> <p style="text-align: center;"><i>(use this (a) if the Plan is not a 457(f) plan, but is a 409A plan)</i></p> <p style="text-align: center;">the Plan is [a deferred compensation plan that meets the requirements of Code §409A];</p> <p style="text-align: center;"><i>[(use this (a) if the Plan is a grandfathered 409A plan)]</i></p> <p style="text-align: center;">(a) the Plan is [a deferred compensation plan that is a grandfathered Code §409A plan];</p> | |
| Sec 9 – General Provisions/Notice of Annual Meeting of Members | 9.13 [the third Thursday in February each year at ten o'clock A.M. local time] | To allow flexibility in the date and time of the annual meeting. |
| Table of Contract Charges | <p>[(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.]</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. |
| Table of Guaranteed Immediate Annuities | Table of Guaranteed Immediate Annuities | To allow flexibility in case the 1994 Group Annuity Reserving Table is changed. |