

SERFF Tracking Number: MLLM-126897297 State: Arkansas
 Filing Company: Heritage Life Insurance Company State Tracking Number: 47568
 Company Tracking Number: 0146COV02-20
 TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
 Product Name: Single Premium Immediate Annuity Contract
 Project Name/Number: Heritage Life Insurance Company/0146COV02-20

Filing at a Glance

Company: Heritage Life Insurance Company

Product Name: Single Premium Immediate Annuity Contract SERFF Tr Num: MLLM-126897297 State: Arkansas

TOI: A05I Individual Annuities- Immediate Non- Variable SERFF Status: Closed-Approved- Closed State Tr Num: 47568

Sub-TOI: A05I.000 Annuities - Immediate Non-variable Co Tr Num: 0146COV02-20 State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Jeff Kulesus, Therese Pitcavage

Disposition Date: 01/24/2011

Date Submitted: 12/22/2010

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Heritage Life Insurance Company

Project Number: 0146COV02-20

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Authorized

Date Approved in Domicile:

Domicile Status Comments: The forms provided with this submission are 'exempt' in the domiciliary state, Arizona, per the Commissioner's Order of October 22, 2003.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 01/24/2011

State Status Changed: 01/06/2011

Deemer Date:

Created By: Jeff Kulesus

Submitted By: Jeff Kulesus

Corresponding Filing Tracking Number:

Filing Description:

Milliman, Inc. is submitting the enclosed individual single premium immediate annuity forms for your review and approval on behalf of Heritage Life Insurance Company ("Heritage" or "Company"). An officer signed letter authorizing Milliman to file this submission on behalf of Heritage is provided under the Supporting Documentation Tab.

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The forms filed with this submission include:

- 1). Form 10-A1001, Single Premium Immediate Annuity Contract; and
- 2). Form 10-A1000A, Individual Single Premium Immediate Annuity Application.

The above referenced forms are new and do not replace any existing forms previously filed with the Department. The forms are submitted in final printed format except for slight font and formatting variations that may occur due to Company production printers. Heritage takes care to assure that printer-based variations are minimized; however, should changes occur, such changes will not alter the content or meaning of any approved form.

Single Premium Immediate Annuity form 10-A1001 (also known as a 'SPIA') will be issued for the purposed of providing payments to a Payee based on the age and gender of an annuitant or an annuitant and joint annuitant. Payment options are selected on the application. The election made is then reflected on the Schedule Page (page 3) of the contract under 'Annuity Form'. Available Annuity Form options are clearly described in the Statement of Variability.

The target market for form 10-A1001 is individuals in the general public with non-qualified funds, age 55-75 that are looking for a level income stream for their retirement years. The income option and annuity date is set at time of purchase and cannot be changed.

Form 10-A1001 does not provide for either separate account or variable benefits.

Form 10-A1001 will be marketed to the general public by licensed agents and personal producing general agents using Individual Single Premium Immediate Annuity Application form 10-A1000A. The SPIA contract may also be distributed through select platforms that offer web-based immediate fixed annuities as options to plan sponsors and plan fiduciaries.

The application will be attached to and made part of the SPIA contract. In addition to information about the owner(s), annuitant(s), beneficiary(ies) and other administrative data, the application will also be used to select the Annuity Form (annuity option) via check boxes as shown near the top of page 2 of 4 of form 10-A1000A.

The annuity contracts will be issued on a sex-distinct basis. Heritage confirms that the SPIA contracts will not be issued in any employer or employee plans that are subject to the Norris Decision and/or Title VII of the Civil Rights Act of 1964.

Form 10-A1001 is exempt from the requirements of the Standard Nonforeiture Law for Individual Deferred Annuities because it is an immediate annuity.

<i>SERFF Tracking Number:</i>	<i>MLLM-126897297</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Heritage Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47568</i>
<i>Company Tracking Number:</i>	<i>0146COV02-20</i>		
<i>TOI:</i>	<i>A051 Individual Annuities- Immediate Non-Variable</i>	<i>Sub-TOI:</i>	<i>A051.000 Annuities - Immediate Non-variable</i>
<i>Product Name:</i>	<i>Single Premium Immediate Annuity Contract</i>		
<i>Project Name/Number:</i>	<i>Heritage Life Insurance Company/0146COV02-20</i>		

Neither the SPIA contract or application contain any unusual or controversial provisions that deviate from industry standards.

The following items are provided in support of this filing:

1. Actuarial memorandum
2. Readability Certification
3. Statement of Variable Language
4. Authorization letter.

Your prompt review and approval of these forms is greatly appreciated. Please do not hesitate to contact me by telephone at 1 312 499.5635 or by email at jeff.kulesus@milliman.com if there is anything I can do to further support your review and approval of this submission.

Company and Contact

Filing Contact Information

Jeff Kulesus, Consultant	Jeff.Kulesus@Milliman.com
2 Conway Park, Ste. 180	312-499-5635 [Phone]
150 Field Drive	847-604-8671 [FAX]
Lake Forest, IL 60045	

Filing Company Information

(This filing was made by a third party - MUSA01)

Heritage Life Insurance Company	CoCode: 64394	State of Domicile: Arizona
7111 Valley Green Road	Group Code: 350	Company Type: Life
Fort Washington, PA 19034	Group Name:	State ID Number:
(877) 836-8300 ext. [Phone]	FEIN Number: 08-0165716	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	1 submission x \$50.00@ = \$50.00
Per Company:	No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Heritage Life Insurance Company	\$50.00	12/22/2010	43164173
Heritage Life Insurance Company	\$50.00	01/05/2011	43457100

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/24/2011	01/24/2011
Approved-Closed	Linda Bird	01/06/2011	01/06/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	01/05/2011	01/05/2011	Jeff Kulesus	01/05/2011	01/05/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Statement of Variability	Jeff Kulesus	01/21/2011	01/21/2011
Form	Individual Single Premium Immediate Annuity Application	Jeff Kulesus	01/06/2011	01/06/2011

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Request to Reopen Submission	Note To Filer	Linda Bird	01/21/2011	01/21/2011

SERFF Tracking Number: MLLM-126897297 *State:* Arkansas
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Variable
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Project Name/Number: Heritage Life Insurance Company/0146COV02-20

Request to Reopen Submission Note To Reviewer Jeff Kulesus 01/19/2011 01/19/2011

SERFF Tracking Number: MLLM-126897297 *State:* Arkansas
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Variable
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Disposition

Disposition Date: 01/24/2011

Implementation Date:

Status: Approved-Closed

Comment: Company has replaced the Statement of Variable Language.

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Yes	Yes
Supporting Document	Application	Yes	Yes
Supporting Document	Life & Annuity - Actuarial Memo	No	No
Supporting Document	Authorization Letter	Yes	Yes
Supporting Document (<i>revised</i>)	Statement of Variability	Yes	Yes
Supporting Document	Statement of Variability	Yes	Yes
Form	Single Premium Immediate Annuity Contract	Yes	Yes
Form (<i>revised</i>)	Individual Single Premium Immediate Annuity Application	Yes	Yes
Form	Individual Single Premium Immediate Annuity Application	Yes	Yes

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Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Authorization Letter		Yes
Supporting Document (<i>revised</i>)	Statement of Variability		Yes
Supporting Document	Statement of Variability		Yes
Form	Single Premium Immediate Annuity Contract		Yes
Form (<i>revised</i>)	Individual Single Premium Immediate Annuity Application		Yes
Form	Individual Single Premium Immediate Annuity Application		Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 01/05/2011
Submitted Date 01/05/2011
Respond By Date 02/07/2011

Dear Jeff Kulesus,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$50.00 is received.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Response Letter

Response Letter Status Submitted to State
Response Letter Date 01/05/2011
Submitted Date 01/05/2011

Dear Linda Bird,

Comments:

Thank you for your comment regarding the requirement to send an additional \$50.00 in filing fees.

Response 1

Comments: I confirm that the additional \$50.00 has been paid via SERFF EFT.

Related Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$50.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you for your continue review and consideration of this submission.

Sincerely,

Jeff Kulesus, Therese Pitcavage

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Variable
Product Name: Single Premium Immediate Annuity Contract
Project Name/Number: Heritage Life Insurance Company/0146COV02-20

Amendment Letter

Submitted Date: 01/21/2011

Comments:

Please substitute the attached copy of the Statement of Variability for the corresponding copy of the same material previously provided with this submission.

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Statement of Variability

Comment: Statement of Variability
SPIA Statement of Variability 01-19-2011.pdf

SERFF Tracking Number: *MLLM-126897297* *State:* *Arkansas*
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TOI: *A05I Individual Annuities- Immediate Non-Variable* *Sub-TOI:* *A05I.000 Annuities - Immediate Non-variable*
Product Name: *Single Premium Immediate Annuity Contract*
Project Name/Number: *Heritage Life Insurance Company/0146COV02-20*

Note To Filer

Created By:

Linda Bird on 01/21/2011 08:50 AM

Last Edited By:

Linda Bird

Submitted On:

01/21/2011 08:50 AM

Subject:

Request to Reopen Submission

Comments:

Filing has been reopened in order for corrections to be made.

SERFF Tracking Number: *MLLM-126897297* *State:* *Arkansas*
Filing Company: *Heritage Life Insurance Company* *State Tracking Number:* *47568*
Company Tracking Number: *0146COV02-20*
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Product Name: *Single Premium Immediate Annuity Contract*
Project Name/Number: *Heritage Life Insurance Company/0146COV02-20*

Note To Reviewer

Created By:

Jeff Kulesus on 01/19/2011 09:16 AM

Last Edited By:

Jeff Kulesus

Submitted On:

01/19/2011 09:16 AM

Subject:

Request to Reopen Submission

Comments:

We request to reopen this submission so the Statement of Variability may be updated.

I certify that none of the forms associated with this submission have been marketed, sold or issued in the State.

Thank you for your consideration in this matter.

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 Product Name: Single Premium Immediate Annuity Contract
 Project Name/Number: Heritage Life Insurance Company/0146COV02-20

Amendment Letter

Submitted Date: 01/06/2011

Comments:

Please substitute the attached copy of application form 10-A1000A under the Forms Schedule Tab.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
10-A1000A	Application/Enrollment Form	Individual Single Premium Immediate Annuity Application	Initial				45.000	10-A1000A Individual Single Premium Immediate Annuity Application 12-14-2010.pdf

SERFF Tracking Number: MLLM-126897297 State: Arkansas
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 Product Name: Single Premium Immediate Annuity Contract
 Project Name/Number: Heritage Life Insurance Company/0146COV02-20

Form Schedule

Lead Form Number: 10-A1001

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	10-A1001	Policy/Contract/Fraternal Certificate Single Premium Immediate Annuity Contract	Initial		45.000	10-A1001 Single Premium Immediate Annuity Contract 12-15-2010.pdf
	10-A1000A	Application/Individual Enrollment Form Single Premium Immediate Annuity Application	Initial		45.000	10-A1000A Individual Single Premium Immediate Annuity Application 12-14-2010.pdf

Heritage Life Insurance Company

Home Office: Phoenix, Arizona

Administrative Office: 7111 Valley Green Road, Fort Washington, Pennsylvania 19034

Phone: 877-898-9494; E-Mail Address: tbd@Heritagegroup.com; www.Heritagegroup.com

SINGLE PREMIUM IMMEDIATE ANNUITY CONTRACT

This contract is a legal contract between You and the Company. To obtain information about Your contract, or if You need help resolving a complaint, please call (877)-898-9494.

Please read Your contract carefully.

This is an immediate annuity contract, which means that in exchange for the Single Premium You have paid, Heritage Life Insurance Company will make the Payments as specified on the Schedule Page, subject to the provisions of this contract. The Payments are made at the Payment Frequency shown on the Schedule Page, beginning on the Annuity Start Date shown on the Schedule Page. **This contract does not have cash or surrender values or death benefits.**

Riders providing supplemental benefits or contract changes (if any) and a copy of the application follow Page 8.

Signed for and on behalf of the Company at its Administrative Office in Fort Washington, Pennsylvania, to be effective on the Contract Date.



President



Secretary

Right to Examine Contract

You may cancel this contract within 10 days after You receive it by returning it to Us or to any of Our agents. Canceling this contract will void it from the beginning, and We will promptly refund to You the Single Premium paid under this contract, less any amounts We have paid.

Non-participating (No Dividends).

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SCHEDULE PAGE FOR CONTRACT NUMBER: 123456789

Owner: John Doe

Joint Owner: Jane Doe

Annuitant: John Doe

Annuitant's Date of Birth and Gender: October 1, 1955 Male

Joint Annuitant: Jane Doe

Joint Annuitant's Date of Birth and Gender: October 1, 1955 Female

Contract Date: March 1, 2011

Single Premium: \$10,000.00

Annuity Start Date: April 1, 2011

Annuity Form: **Joint and Survivor with Period Certain:** We will make Payments to the Payee at the Payment Frequency during the period beginning on the Annuity Start Date and ending on the date that is the later of (x) the date that both the Annuitant and Joint Annuitant are no longer surviving and (y) the Period Certain End Date; provided, however that at any time after the Period Certain End Date if only one of either the Annuitant or Joint Annuitant is no longer surviving, the Payment Amount shall be reduced as shown on this Schedule Page. After the Period Certain End Date, no Payments will be made at any time after the death of both the Annuitant and Joint Annuitant.

Payment Amount: \$500.00 if both the Annuitant and Joint Annuitant are surviving; 50% or \$250.00 if only one of the Annuitant or Joint Annuitant is surviving.

Payment Frequency: Monthly

Period Certain: 10 years

Period Certain End Date: March 1, 2021

Beneficiary: Jane Doe

Contingent Beneficiary: Donny Doe

Issue State: State

Insurance Department Telephone Number: 123-456-7890

Riders & Endorsements: None

This page intentionally left blank.

DEFINITIONS

Administrative Office Our main administrative office is at 7111 Valley Green Road, Fort Washington, Pennsylvania 19034, phone: 877-898-9494, E-Mail Address: tbd@Heritagegroup.com. Send all contract correspondence to this address.

Annuitant The natural person named in writing as shown on the Schedule Page and on whose age and gender Payments are based along with the Joint Annuitant (if any). The Annuitant cannot be changed after this contract is delivered. The continued life of the Annuitant and Joint Annuitant (if any) may be required for the continuance of Payments under this contract.

Annuity Form The type of annuity selected by You as shown on the Schedule Page.

Annuity Start Date The date Payments under this contract begin. You select the Annuity Start Date, subject to availability and based on provisions of this contract and the requirements of the Code and related regulations. The Annuity Start Date You selected is shown on the Schedule Page.

Beneficiary The Beneficiary is shown on the Schedule Page, unless changed by You. The person or persons named in writing who may exercise any remaining rights under this contract following death of the Owner or Joint Owner, if there is no surviving Owner or Joint Owner.

Code The U.S. Internal Revenue Code of 1986, as amended.

Contingent Beneficiary The Contingent Beneficiary is shown on the Schedule Page, unless changed by You. The Contingent Beneficiary is the person (if any) You select to become the Beneficiary if the Beneficiary dies. Requirements applicable to the Beneficiary also apply to the Contingent Beneficiary.

Contract Date The date this contract was issued. The Contract Date is shown on the Schedule Page.

Irrevocable Beneficiary A Beneficiary named in writing by You whose written consent is necessary to exercise any contract right.

Joint Annuitant The natural person named in writing as shown on the Schedule Page and on whose age and gender Payments are based along with the Annuitant. The Joint Annuitant cannot be changed after this contract is delivered. The continued life of the Joint Annuitant and Annuitant may be required for the continuance of Payments under this contract.

Joint Owner The Joint Owner of this contract (if any) is shown on the Schedule Page, unless changed by You. The Joint Owner, together with the Owner, may exercise every right in this contract. These rights are subject to the written consent of any Irrevocable Beneficiary.

Non-Participating This contract does not share in the Company's divisible surplus. This contract does not pay dividends.

Notice, Election or Request Writing that is in a form acceptable to Us. A Notice, Election or Request is not binding on any Payments or action We make prior to receiving such Notice, Election or Request in writing and in good order at Our Administrative Office.

Owner The Owner of this contract is shown on the Schedule Page, unless changed by You. The Owner, together with any Joint Owner, may exercise every right in this contract. These rights are subject to the written consent of any Irrevocable Beneficiary.

Payee The Owner, or person(s) designated in writing by the Owner to receive the Payments. Our consent is needed if the Payee is an executor, personal representative, administrator, trustee, corporation, partnership or association.

Payments Payments for which We guarantee the dollar amount made by Us to the Payee commencing on the Annuity Start Date, in accordance with the Annuity Form and otherwise subject to the terms of this contract. Each Payment equals the Payment Amount, less any applicable charges for premium tax not previously considered in the determination of the Payment Amount shown on the Schedule Page.

Payment Amount The Payment Amount is shown on the Schedule Page. The Payment Amount is the amount We agree to pay at the Payment Frequency shown on the Schedule Page, in accordance with the Annuity Form and subject to the provisions of this contract.

Payment Frequency The Payment Frequency is shown on the Schedule Page.

Single Premium The amount paid to Us as consideration for the benefits provided under this contract.

We, Our, Us, or Company Heritage Life Insurance Company.

You, Your The Owner and, if applicable, the Joint Owner.

OWNERSHIP

The Owner is the person named on the Schedule Page, unless changed by You. The Owner along with any Joint Owner has all interest and rights under this contract.

Subject to the rights of any Irrevocable Beneficiary and any applicable laws or regulations, You may change Ownership by sending Us a signed Notice. The Notice, unless otherwise specified by the Owner, will take effect on the date the Notice is signed by the Owner, subject to any Payments made or actions taken by Us prior to Our receipt of the Notice. We will not be liable for any Payments We make or action We take before the Notice is received.

BENEFICIARY

The Beneficiary is the person(s) named on the Schedule Page, unless changed by You.

If there is no surviving Owner or Joint Owner, then the Beneficiary(ies) may exercise any remaining rights of ownership, in equal shares unless otherwise provided by You in writing. Each Beneficiary may exercise their respective rights of ownership independently on their respective share, including the right to name a Payee to receive their share of the Payments. If no Beneficiary survives, the Contingent Beneficiary(ies) will be treated as the Beneficiary. If there is no surviving Beneficiary or Contingent Beneficiary, Your estate will be treated as the Beneficiary.

An Irrevocable Beneficiary cannot be changed without the consent of the Irrevocable Beneficiary. Subject to the rights of any Irrevocable Beneficiary and any applicable laws or regulations, You may change the Beneficiary or Contingent Beneficiary by sending Us a Notice. Unless otherwise specified by You, a change of Beneficiary will be effective on the date the Notice is signed by You, subject to any Payments made or action taken by Us prior to Our receipt of the Notice. We will not be liable for any Payments We make or action We take before the Notice is received.

PREMIUM AND PAYMENT PROVISIONS

Payment of Premium The Single Premium must be paid on or before the Contract Date. The Single Premium amount is shown on the Schedule Page. The Single Premium must be made payable to the Company at Our Administrative Office, or made payable to the Company and delivered to one of Our agents.

Annuity Payments All Payments to be paid under this contract will be made in accordance with the Annuity Form and otherwise subject to the terms of this contract. The Owner assumes all responsibility for claims against the Company arising out of any Payments paid as directed by the Owner. We have the right to require proof that the Annuitant and Joint Annuitant (if any), is living on any Payment date. You agree that any Payments made in excess of the Payment Amount or otherwise made on or after the date this contract terminates will be promptly returned to Us or may be set-off by Us against future Payments. Payments not returned to Us within 30 days of termination of this contract will accrue interest from the date of termination at an annual rate of 6%.

Contract Values The Payment Amount is shown on the Schedule Page. This contract does not have any cash or surrender values and cannot be surrendered in exchange for a lump sum.

DEATH PROVISIONS

Death of Annuitant or Joint Annuitant (if any) You shall provide immediate notice to Us of the death of the Annuitant or Joint Annuitant (if any). Upon the death of either or both of the Annuitant and Joint Annuitant (if any), any remaining Payments will be made in accordance with the Annuity Form and otherwise subject to the terms of this contract.

Death of Owner or Joint Owner (if any) If the Owner or Joint Owner (if any) dies, all rights under this contract will belong to the surviving Owner or Joint Owner (if any), as the case may be. If there is no Owner or Joint Owner surviving, all rights under this contract will belong to the Beneficiary. Any remaining Payments will be made in accordance with the Annuity Form and otherwise subject to the terms of this contract. Any such Payments will be paid at least as rapidly as under the method of distribution in effect on the date of death.

Notice We may require written Notice of due proof of death before We will record any changes pursuant to these provisions. Payments pursuant to these provisions are subject to any Payments made and action taken by Us before Our receipt of due proof of death, consisting of a certified death certificate or the determination of a court of competent jurisdiction.

Any Payments made under these Death Provisions will be paid in accordance with applicable law or regulations governing such Payments.

Notwithstanding any provision of this contract to the contrary, this contract will be construed and administered in accordance with the requirements of Section 72(s) of the Code.

GENERAL PROVISIONS

Contract This contract is issued in consideration of the Single Premium paid. If the check used to pay the Single Premium is not honored, this contract will be void. This contract, copy of the application and any attached endorsements and riders form the entire contract between the Owner and the Company. All statements made by the applicant in the application will, in the absence of fraud, be deemed representations and not warranties. It is important to review any endorsements and riders. In the event of a conflict with any provisions of this contract, the endorsement(s) or rider(s) will control.

Contract Changes Any change of this contract requires the written consent of an authorized Company Officer. No agent has the authority to change this contract or waive any of its terms.

Conformity with Law The state law where the contract is issued for delivery supersedes any conflicting laws of any other state where the Owner may live on or after the Contract Date.

Assignment You may assign this contract subject to any applicable laws or regulations. An assignment, unless otherwise specified by the Owner, shall take effect on the date the Notice of assignment is signed by You, subject to any Payments made or action taken by Us prior to Our receipt of the Notice. All contract rights and benefits are subject to any assignment. We are not responsible for the validity of an assignment. If there is an Irrevocable Beneficiary, You may make an assignment only if the Irrevocable Beneficiary agrees in writing.

Incontestability This contract is incontestable from the Contract Date.

Premium Tax Some states charge a premium tax. We will deduct a charge for premium tax from the Payments if We must pay a premium tax.

Misstatement of Date of Birth, Age or Gender If the date of birth, age or gender of the Annuitant or Joint Annuitant (if any) is misstated, the benefits will be those that the Single Premium would have purchased had We been provided the true date of birth, age and gender. If We made overpayments or underpayments because of misstatement, any current or succeeding Payments shall be charged or credited interest at an annual rate of 6% against the current or succeeding Payments made by Us. Any underpayments will be made up in one sum with the next Payment, or in another manner agreed to by Us.

Proof that the Annuitant or Joint Annuitant is Alive We may require proof that the Annuitant or Joint Annuitant (if any), is alive. We may require proof at any time while this contract is in force or before making any Payment.

Taxability of Payments If required, We will report to the Internal Revenue Service certain Payments or other amounts relating to this contract annually, or as otherwise directed by the applicable requirements.

Protection of Proceeds This contract and Payments under this contract will be exempt from the claims of any creditors to the extent permitted by law.

Non-Participating This contract does not participate in company profits. No dividends will be paid under this contract.

Termination of Contract This contract will terminate upon the last scheduled Payment to be paid in accordance with the Annuity Form.

Tax Status This contract is intended to be treated as an annuity contract for federal income tax purposes and to satisfy any applicable requirements of the Code, e.g., Code Section 72(s), and any regulations relating thereto (the "Applicable Requirements"). To achieve these purposes, the provisions of this contract (including any endorsement or rider to this contract) are to be interpreted to ensure or maintain such a status under the Applicable Requirements. We reserve the right to amend this contract as needed to maintain such a status or to comply with any changes in the Applicable Requirements. We will send You a copy of any such amendment.

Heritage Life Insurance Company

Home Office: Phoenix, Arizona

Important Information

This contract is a valuable asset. Read it carefully and file it with Your valuable papers.

Contact Our nearest representative, or Our Administrative Office at 7111 Valley Green Road, Fort Washington, Pennsylvania 19034, phone: 877-898-9494 for the following services:

1. Information about this contract;
2. Preparing claims papers, or other notices, elections or requests; or
3. Additional annuity or insurance services.

When writing Us please give the contract number, and the Owner's full name and address.

SINGLE PREMIUM IMMEDIATE ANNUITY CONTRACT

Non-participating (No Dividends).

INDIVIDUAL SINGLE PREMIUM IMMEDIATE ANNUITY APPLICATION

(please print clearly)

OWNER INFORMATION

1. Owner (if a non-natural owner, please complete section five below)

mr. mrs. ms. male female

name _____ daytime phone _____
first, middle initial, last 000-000-0000

date of birth _____ ssn/tin _____ email _____
mm/dd/yyyy 000-00-0000 email address@domain.com

address _____
street, city, state, zip

2. Joint owner (if applicable)

mr. mrs. ms. male female

name _____ daytime phone _____
first, middle initial, last 000-000-0000

date of birth _____ ssn/tin _____ email _____
mm/dd/yyyy 000-00-0000 email address@domain.com

address _____
street, city, state, zip

3. Annuitant (complete if different from owner)

mr. mrs. ms. male female

name _____ daytime phone _____
first, middle initial, last 000-000-0000

date of birth _____ ssn/tin _____ email _____
mm/dd/yyyy 000-00-0000 email address@domain.com

address _____
street, city, state, zip

4. Joint annuitant (if applicable)

mr. mrs. ms. male female

name _____ daytime phone _____
first, middle initial, last 000-000-0000

date of birth _____ ssn/tin _____ email _____
mm/dd/yyyy 000-00-0000 email address@domain.com

address _____
street, city, state, zip

5. Non-natural owner (if applicable, e.g. trust, corporation)

name of entity _____

authorized representative _____ tin _____
trustee/officer/custodian

daytime phone _____ email _____
000-000-0000 email address@domain.com

address _____
street, city, state, zip

HERITAGE LIFE INSURANCE COMPANY ▪ HOME OFFICE ▪ Phoenix, Arizona

ADMINISTRATIVE OFFICE ▪ 7111 Valley Green Road ▪ Fort Washington, PA ▪ 19034 ▪ 877.898.9494 ▪ Heritagegroup.com

6. Beneficiary(ies) – Unless indicated otherwise, ownership rights will be divided equally among the beneficiaries.
(attach separate sheet to add additional beneficiaries)

name _____
first, middle initial, last

primary contingent relationship to owner _____ allocation _____%

date of birth _____ ssn/tin _____
mm/dd/yyyy 000-00-0000

name _____
first, middle initial, last

primary contingent relationship to owner _____ allocation _____%

date of birth _____ ssn/tin _____
mm/dd/yyyy 000-00-0000

name _____
first, middle initial, last

primary contingent relationship to owner _____ allocation _____%

date of birth _____ ssn/tin _____
mm/dd/yyyy 000-00-0000

name _____
first, middle initial, last

primary contingent relationship to owner _____ allocation _____%

date of birth _____ ssn/tin _____
mm/dd/yyyy 000-00-0000

7. Annuity form (select only one annuity form and complete as necessary)

- Period Certain Only: payments for a fixed period of _____ years (5-30 years is permissible)
- Life Only
- Life with Period Certain: payments guaranteed for _____ years (5-30 years is permissible)
- Joint and Survivor
- Joint and Survivor with Period Certain: payments guaranteed for _____ years (5-30 years is permissible)

Please select the percentage that is payable to the last surviving annuitant upon the first death of any annuitant:

- 100% 66% 50% other _____%

8. Payment frequency monthly quarterly semi-annually annually

Annuity start date _____
mm/dd/yyyy

9. Premium payment (non-qualified funds only, make check payable to Heritage Life Insurance Company)

monies remitted via: check 1035 exchange (attach 1035 exchange form[s]) other _____

Single Premium Payment \$ _____ (approximate premium if 1035 exchange)

Any check received must be honored for payment when presented. Otherwise the contract is void.

As owner, I acknowledge that my agent has reviewed the annuity contract with me and I understand how the annuity contract fits within my overall financial needs and plans. I understand that my agent does not have Heritage Life Insurance Company's authorization to accept risk, pass on insurability, or make, void, waive or change any conditions or provisions of this application or the annuity contract.

I understand that the statements and answers in this application form the basis for any contract issued by Heritage Life Insurance Company and that no information is considered to have been given to Heritage Life Insurance Company unless it is stated in this application.

I hereby represent to Heritage Life Insurance Company that all of the information in this application is true and complete. I understand that at the time of contract delivery, all information given to the company must be true and complete without material change.

I understand that the annuity contract has no cash value or death benefit. I acknowledge that I cannot begin to receive payments before the start date.

SPECIAL NOTICES AND FRAUD WARNINGS

Insurance laws may prohibit an owner of a life insurance or annuity policy from entering into any agreement to sell, transfer or assign a life insurance or annuity policy prior to the date the policy was issued, or within a period of time after the date the policy was issued. The owner should consult with legal advisors for any questions about these matters.

FOR RESIDENTS OF THE DISTRICT OF COLUMBIA, MAINE AND TENNESSEE: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

FOR RESIDENTS OF FLORIDA: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

FOR RESIDENTS OF KANSAS: Any person who knowingly and with intent to defraud presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

FOR RESIDENTS OF MINNESOTA: Any person who knowingly or willfully makes a false or fraudulent statement in, or relative to, any application for insurance or membership for any purpose shall be guilty of a gross misdemeanor.

FOR RESIDENTS OF NEW JERSEY: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

FOR RESIDENTS OF NEW MEXICO: 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.

FOR RESIDENTS OF KENTUCKY, OHIO AND PENNSYLVANIA: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

FOR RESIDENTS OF WASHINGTON: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

NOTICE FOR RESIDENTS OF ALL OTHER STATES: 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 may be guilty of a crime and may be subject to fines and confinement in prison.

If the owner is not a natural person, print the name of the entity and have the appropriate authorized person(s) sign below.

name of entity _____

signed at _____ date _____
city, state *mm/dd/yyyy*

signature _____
owner signature (trustee/officer/custodian, if applicable) *joint owner signature (if applicable)*

signature _____
annuitant signature (if different from the owner) *joint annuitant signature (if applicable)*

AGENT INFORMATION

- yes no Does the applicant have existing annuity contracts or life insurance policies?
- yes no Do you, as agent, have reason to believe the annuity contract requested will replace one or more existing annuity contracts or life insurance policies?

NOTE: If either question above is answered yes, follow replacement procedures and submit any required forms and/or other materials with the application.

ADVERTISING MATERIALS

- I certify that I used only sales materials approved by Heritage Life Insurance Company with this application and that an original or a copy of all sales materials was left with the applicant.
- I certify that a printed copy of any electronically presented sales material was/will be provided to the applicant no later than the date the contract is delivered.

signature _____ date _____
licensed agent mm/dd/yyyy

name _____
first, middle initial, last

ssn/tin _____ state license id _____
000-00-0000

broker/dealer/agency _____

address _____
street, city, state, zip

daytime phone _____ fax _____ email _____
000-000-0000 000-000-0000 emailaddress@domain.com

SERFF Tracking Number: MLLM-126897297 State: Arkansas
 Filing Company: Heritage Life Insurance Company State Tracking Number: 47568
 Company Tracking Number: 0146COV02-20
 TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
 Product Name: Single Premium Immediate Annuity Contract
 Project Name/Number: Heritage Life Insurance Company/0146COV02-20

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments: Readability Certification		
Attachment: SPIA Readability Certification Signed 11-17-2010.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments: Individual Single Premium Immediate Annuity Application form 10-A1000A is provided with this submission and is found under the Forms Tab.		

	Item Status:	Status Date:
Satisfied - Item: Authorization Letter		
Comments: Authorization Letter		
Attachment: Authorization Letter.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments: Statement of Variability		
Attachment: SPIA Statement of Variability 01-19-2011.pdf		

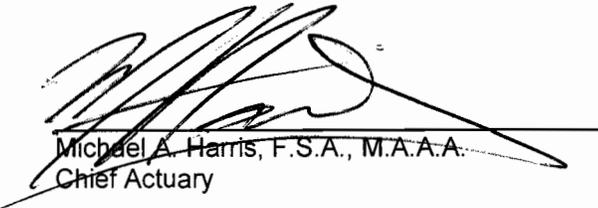
Heritage Life Insurance Company

READABILITY CERTIFICATION

I certify that the filing of this combination of annuity contract and application meets the required minimum Flesch reading ease test score of 45.

<u>TITLE</u>	<u>FORM NUMBER</u>
Single Premium Immediate Annuity Contract and	10-A1001
Individual Single Premium Immediate Annuity Application	10-A1000A

Signature:



Michael A. Harris, F.S.A., M.A.A.A.
Chief Actuary

Date: November 16, 2010

October 15, 2010

Jeff Kulesus, FLMI
Consultant
Milliman, Inc.
Two Conway Park
150 Field Drive, Suite 180
Lake Forest, Illinois 60045

RE: State Insurance Filing

Dear Mr. Kulesus:

This letter will serve as authorization from Heritage Life Insurance Company for employees of Milliman, Inc. to file policy forms and other related material, and respond to inquiries on our behalf with all state insurance departments and jurisdictions where Heritage Life Insurance Company is authorized to do business.

Sincerely,



Alex Lempiner
General Counsel
Heritage Life Insurance Company

HERITAGE LIFE INSURANCE COMPANY
STATEMENT OF VARIABILITY
10-A1001 SINGLE PREMIUM IMMEDIATE ANNUITY CONTRACT
AND
10-A1000A INDIVIDUAL SINGLE PREMIUM IMMEDIATE ANNUITY APPLICATION

Form 10-A1001, Single Premium Immediate Annuity Contract

1. Company Logo – The Heritage Life logo is shown as variable to accommodate changes that may occur at some later time.
2. Administrative Office Address – Heritage Life’s Administrative Office address is shown as variable to accommodate updates to the address such as the street address, website, or e-mail address. The website and/or e-mail address are either in or out, and will not appear until the Company has a website and/or e-mail address. When the Company has a website and/or e-mail address, these items will appear, as applicable, on a go-forward basis.
3. Telephone Number – Heritage Life’s telephone number is marked as variable to accommodate updates to the telephone number.
4. Officer Signatures and Titles – The signatures of two officers, currently the President and Secretary of Heritage Life, will appear on the Face Page of all contracts. This information is marked as variable to accommodate changes to the President and/or Secretary titles and/or signatures.
5. Right To Examine Contract Period – The Right to Examine Contract period will either be shown as 10 days for regular contract issues, or 30 days for contracts where replacement is involved.
6. Contract Number – Will insert the Contract Number, which will vary with each contract issuance.
7. Owner – Will insert the Owner name. This will match the Owner name on the Application.
8. Joint Owner – This variable item will either be in or out, depending on whether or not there is a Joint Owner. Will insert the Joint Owner name if there is a Joint Owner. This will match the information on the Application.
9. Annuitant – Will insert the Annuitant Name. This will match the information on the Application.
10. Annuitant’s Date of Birth and Gender – Will insert the Annuitant’s date of birth and gender. This will match the information on the Application.
11. Joint Annuitant – This variable item will either be in or out, depending on whether or not there is a Joint Annuitant. Will insert the Joint Annuitant’s name if there is a Joint Annuitant. This will match the information on the Application.
12. Joint Annuitant’s Date of Birth and Gender – This variable item will either be in or out, depending on whether or not there is a Joint Annuitant. Will insert the Joint Annuitant’s date of birth and gender. This will match the information on the Application.
13. Contract Date – Will insert the Contract Date, which will be the date the Single Premium is received.
14. Single Premium – Will insert the amount of the Single Premium. This will match the information on the Application, for regular contract issues. For exchanges, it will match the amount received from the insurance carrier(s) involved in the exchange whose contracts are being replaced.
15. Annuity Start Date – Will insert the Annuity Start Date. This date will not be later than 13 months after the Single Premium is received. This will match the information on the Application for regular contract issues. For exchanges, it may be affected by the date the Single Premium is received.

16. Annuity Form – Will insert the name and description of the Annuity Form applicable. The Annuity Form name will match the description on the Application as selected by the Owner. One of the following Annuity Form descriptions will be inserted on this Schedule Page as elected on the Application:

Life Only: We will make Payments to the Payee at the Payment Frequency during the period beginning on the Annuity Start Date and ending on the date the Annuitant is no longer surviving. No Payments will be made at any time after the death of the Annuitant.

Joint and Survivor: We will make Payments to the Payee at the Payment Frequency during the period beginning on the Annuity Start Date and ending on the date on which both the Annuitant and Joint Annuitant are no longer surviving; provided, however that if only one of either the Annuitant or Joint Annuitant is no longer surviving, the Payment Amount shall be reduced as shown on this Schedule Page. No Payments will be made at any time after the death of both the Annuitant and the Joint Annuitant.

Life with Period Certain: We will make Payments to the Payee at the Payment Frequency during the period beginning on the Annuity Start Date and ending on the date that is the later of (x) the date the Annuitant is no longer surviving and (y) the Period Certain End Date. After the Period Certain End Date, no Payments will be made at any time after the death of the Annuitant.

Period Certain Only: We will make Payments to the Payee at the Payment Frequency during the period beginning on the Annuity Start Date and ending on the Period Certain End Date, without regard to the continued life or death of the Annuitant or any Joint Annuitant.

Joint and Survivor with Period Certain: We will make Payments to the Payee at the Payment Frequency during the period beginning on the Annuity Start Date and ending on the date that is the later of (x) the date that both the Annuitant and the Joint Annuitant are no longer surviving and (y) the Period Certain End Date; provided, however that at any time after the Period Certain End Date, if only one of either the Annuitant or Joint Annuitant is no longer surviving, then the Payment Amount shall be reduced as shown on this Schedule Page. After the Period Certain End Date, no Payments will be made at any time after the death of both the Annuitant and Joint Annuitant.

Cash Refund: We will make Payments to the Payee at the Payment Frequency during the period beginning on the Annuity Start Date and ending on the date the Annuitant is no longer surviving. At the end of the period, the Payee will receive the difference, if any, of the Single Premium minus the total Payments made to the Payee, paid in a single lump sum.

Installment Refund: We will make Payments to the Payee at the Payment Frequency during the period beginning on the Annuity Start Date and ending on the date that is the later of (x) the date the Annuitant is no longer surviving and (y) the date the total amount of Payments made equals the Single Premium. If (y) is later, the final Payment will be adjusted accordingly.

17. Payment Amount – Will insert the Payment Amount in accordance with Annuity Form option elected on the Application, including amounts payable following the first annuitant death, if applicable, for joint annuitants.
18. Payment Frequency – Will insert the Payment Frequency. This information will either be monthly, quarterly, semi-annually, or annually. This will match the information on the Application.
19. Period Certain – This variable item will either be in or out depending on whether there is a Period Certain under the Annuity Form. Will insert the number of years in the Period Certain, which will match the information on the Application. The range for Period Certain will be 5 to 30 years.
20. Period Certain End Date – This variable item will either be in or out depending on whether there is a Period Certain under the Annuity Form. This date will mark the end of the Period Certain, and is based upon the Annuity Start Date and the length of the Period Certain.
21. Beneficiary – Will insert the name of the Beneficiary. This will match the information on the Application.
22. Contingent Beneficiary – This variable item will either be in or out, depending on whether or not there is a Contingent Beneficiary. This will match the information on the Application.
23. Issue State – Will insert the state where the contract is issued for delivery.

24. Insurance Department Telephone Number – Will insert the telephone number of the Insurance Department of the state where the contract is issued for delivery.
25. Riders and Endorsements – This variable item will list any riders or endorsements on the contract or will otherwise be None.

Form 10-A1000A, Individual Single Premium Immediate Annuity Application

26. Company Logo – The Heritage Life logo is shown as variable to accommodate changes that may occur at some later time.
27. Administrative Office Address – Heritage Life's Administrative Office address is shown as variable to accommodate updates to the address such as the street address, website, or e-mail address. The website and/or e-mail address are either in or out, and will not appear until the Company has a website and/or e-mail address. When the Company has a website and/or e-mail address, these items will appear, as applicable, on a go-forward basis.
28. Telephone Number – Heritage Life's telephone number is marked as variable to accommodate updates to the telephone number.
29. Annuity Form – This item will show the Annuity Forms currently offered by the Company. Annuity Forms are described above in item 16. The Company may offer any or all of the Annuity Forms from time to time; provided, however that there will always be at least one option that includes life contingent payments. While offered, any such offer will be made available to all applicants.
30. Survivor Percentages - These variable items are either in or out depending on whether joint annuity forms with reduced survivor percentages are offered. If in, available percentages will be shown. The maximum percentage shown will be 100%. The minimum percentage shown will be 1%. Additionally, from time to time the Company may allow a write-in percentage, subject to a maximum of 100% and a minimum of 1%. While offered, any such offer will be made available to all applicants.
31. Refund Annuity – This item will not appear until such time as the Company offers it for sale. When the Company first offers this item, this item will appear and will be made available to all applicants while the item is offered by the Company. Annuity Forms associated with this item are shown above in item 16, and will appear while offered by the Company. The Company may offer any or all of the Annuity Forms associated with this item from time to time, and while offered, any such offer will be made available to all applicants.
32. Special Notices and Fraud Warnings - Specific fraud statements may be revised based upon revised state law or regulation regarding such statements. Additional state fraud statements may be added upon newly enacted statute or newly adopted regulation in a given state that requires such on the application form.



Heritage Life Insurance Company

Home Office: Phoenix, Arizona

Administrative Office: 2[7111 Valley Green Road, Fort Washington, Pennsylvania 19034]

Phone: 3[877-898-9494] 2[; E-Mail Address: tbd@Heritagegroup.com; www.Heritagegroup.com]

SINGLE PREMIUM IMMEDIATE ANNUITY CONTRACT

This contract is a legal contract between You and the Company. To obtain information about Your contract, or if You need help resolving a complaint, please call 3[(877)-898-9494].

Please read Your contract carefully.

This is an immediate annuity contract, which means that in exchange for the Single Premium You have paid, Heritage Life Insurance Company will make the Payments as specified on the Schedule Page, subject to the provisions of this contract. The Payments are made at the Payment Frequency shown on the Schedule Page, beginning on the Annuity Start Date shown on the Schedule Page. **This contract does not have cash or surrender values or death benefits.**

Riders providing supplemental benefits or contract changes (if any) and a copy of the application follow Page 8.

Signed for and on behalf of the Company at its Administrative Office in Fort Washington, Pennsylvania, to be effective on the Contract Date.

4 {  }
President

4 {  }
Secretary

Right to Examine Contract

You may cancel this contract within 5[10] days after You receive it by returning it to Us or to any of Our agents. Canceling this contract will void it from the beginning, and We will promptly refund to You the Single Premium paid under this contract, less any amounts We have paid.

Non-participating (No Dividends).

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SCHEDULE PAGE FOR CONTRACT NUMBER: 6[123456789]

Owner: 7[John Doe]

8[Joint Owner:] 8[Jane Doe]

Annuitant: 9[John Doe]

Annuitant's Date of Birth and Gender: 10[October 1, 1955 Male]

11[Joint Annuitant:] 11[Jane Doe]

12[Joint Annuitant's Date of Birth and Gender:] 12[October 1, 1955 Female]

Contract Date: 13[March 1, 2011]

Single Premium: \$14[10,000.00]

Annuity Start Date: 15[April 1, 2011]

Annuity Form: 16[**Joint and Survivor with Period Certain:** We will make Payments to the Payee at the Payment Frequency during the period beginning on the Annuity Start Date and ending on the date that is the later of (x) the date that both the Annuitant and Joint Annuitant are no longer surviving and (y) the Period Certain End Date; provided, however that at any time after the Period Certain End Date if only one of either the Annuitant or Joint Annuitant is no longer surviving, the Payment Amount shall be reduced as shown on this Schedule Page. After the Period Certain End Date, no Payments will be made at any time after the death of both the Annuitant and Joint Annuitant.]

Payment Amount: \$17[500.00 if both the Annuitant and Joint Annuitant are surviving; 50% or \$250.00 if only one of the Annuitant or Joint Annuitant is surviving.]

Payment Frequency: 18[Monthly]

19[Period Certain:] 19[10 years]

20[Period Certain End Date:] 20[March 1, 2021]

Beneficiary: 21[Jane Doe]

Contingent Beneficiary: 22[Donny Doe]

Issue State: 23[Any State]

Insurance Department Telephone Number: 24[123-456-7890]

Riders & Endorsements: 25[None]

This page intentionally left blank.

DEFINITIONS

Administrative Office Our main administrative office is at 2[7111 Valley Green Road, Fort Washington, Pennsylvania 19034], phone: 3[877-898-9494] 2[, E-Mail Address: tbd@Heritagegroup.com; www.Heritagegroup.com]. Send all contract correspondence to this address.

Annuitant The natural person named in writing as shown on the Schedule Page and on whose age and gender Payments are based along with the Joint Annuitant (if any). The Annuitant cannot be changed after this contract is delivered. The continued life of the Annuitant and Joint Annuitant (if any) may be required for the continuance of Payments under this contract.

Annuity Form The type of annuity selected by You as shown on the Schedule Page.

Annuity Start Date The date Payments under this contract begin. You select the Annuity Start Date, subject to availability and based on provisions of this contract and the requirements of the Code and related regulations. The Annuity Start Date You selected is shown on the Schedule Page.

Beneficiary The Beneficiary is shown on the Schedule Page, unless changed by You. The person or persons named in writing who may exercise any remaining rights under this contract following death of the Owner or Joint Owner, if there is no surviving Owner or Joint Owner.

Code The U.S. Internal Revenue Code of 1986, as amended.

Contingent Beneficiary The Contingent Beneficiary is shown on the Schedule Page, unless changed by You. The Contingent Beneficiary is the person (if any) You select to become the Beneficiary if the Beneficiary dies. Requirements applicable to the Beneficiary also apply to the Contingent Beneficiary.

Contract Date The date this contract was issued. The Contract Date is shown on the Schedule Page.

Irrevocable Beneficiary A Beneficiary named in writing by You whose written consent is necessary to exercise any contract right.

Joint Annuitant The natural person named in writing as shown on the Schedule Page and on whose age and gender Payments are based along with the Annuitant. The Joint Annuitant cannot be changed after this contract is delivered. The continued life of the Joint Annuitant and Annuitant may be required for the continuance of Payments under this contract.

Joint Owner The Joint Owner of this contract (if any) is shown on the Schedule Page, unless changed by You. The Joint Owner, together with the Owner, may exercise every right in this contract. These rights are subject to the written consent of any Irrevocable Beneficiary.

Non-Participating This contract does not share in the Company's divisible surplus. This contract does not pay dividends.

Notice, Election or Request Writing that is in a form acceptable to Us. A Notice, Election or Request is not binding on any Payments or action We make prior to receiving such Notice, Election or Request in writing and in good order at Our Administrative Office.

Owner The Owner of this contract is shown on the Schedule Page, unless changed by You. The Owner, together with any Joint Owner, may exercise every right in this contract. These rights are subject to the written consent of any Irrevocable Beneficiary.

Payee The Owner, or person(s) designated in writing by the Owner to receive the Payments. Our consent is needed if the Payee is an executor, personal representative, administrator, trustee, corporation, partnership or association.

Payments Payments for which We guarantee the dollar amount made by Us to the Payee commencing on the Annuity Start Date, in accordance with the Annuity Form and otherwise subject to the terms of this contract. Each Payment equals the Payment Amount, less any applicable charges for premium tax not previously considered in the determination of the Payment Amount shown on the Schedule Page.

Payment Amount The Payment Amount is shown on the Schedule Page. The Payment Amount is the amount We agree to pay at the Payment Frequency shown on the Schedule Page, in accordance with the Annuity Form and subject to the provisions of this contract.

Payment Frequency The Payment Frequency is shown on the Schedule Page.

Single Premium The amount paid to Us as consideration for the benefits provided under this contract.

We, Our, Us, or Company Heritage Life Insurance Company.

You, Your The Owner and, if applicable, the Joint Owner.

OWNERSHIP

The Owner is the person named on the Schedule Page, unless changed by You. The Owner along with any Joint Owner has all interest and rights under this contract.

Subject to the rights of any Irrevocable Beneficiary and any applicable laws or regulations, You may change Ownership by sending Us a signed Notice. The Notice, unless otherwise specified by the Owner, will take effect on the date the Notice is signed by the Owner, subject to any Payments made or actions taken by Us prior to Our receipt of the Notice. We will not be liable for any Payments We make or action We take before the Notice is received.

BENEFICIARY

The Beneficiary is the person(s) named on the Schedule Page, unless changed by You.

If there is no surviving Owner or Joint Owner, then the Beneficiary(ies) may exercise any remaining rights of ownership, in equal shares unless otherwise provided by You in writing. Each Beneficiary may exercise their respective rights of ownership independently on their respective share, including the right to name a Payee to receive their share of the Payments. If no Beneficiary survives, the Contingent Beneficiary(ies) will be treated as the Beneficiary. If there is no surviving Beneficiary or Contingent Beneficiary, Your estate will be treated as the Beneficiary.

An Irrevocable Beneficiary cannot be changed without the consent of the Irrevocable Beneficiary. Subject to the rights of any Irrevocable Beneficiary and any applicable laws or regulations, You may change the Beneficiary or Contingent Beneficiary by sending Us a Notice. Unless otherwise specified by You, a change of Beneficiary will be effective on the date the Notice is signed by You, subject to any Payments made or action taken by Us prior to Our receipt of the Notice. We will not be liable for any Payments We make or action We take before the Notice is received.

PREMIUM AND PAYMENT PROVISIONS

Payment of Premium The Single Premium must be paid on or before the Contract Date. The Single Premium amount is shown on the Schedule Page. The Single Premium must be made payable to the Company at Our Administrative Office, or made payable to the Company and delivered to one of Our agents.

Annuity Payments All Payments to be paid under this contract will be made in accordance with the Annuity Form and otherwise subject to the terms of this contract. The Owner assumes all responsibility for claims against the Company arising out of any Payments paid as directed by the Owner. We have the right to require proof that the Annuitant and Joint Annuitant (if any), is living on any Payment date. You agree that any Payments made in excess of the Payment Amount or otherwise made on or after the date this contract terminates will be promptly returned to Us or may be set-off by Us against future Payments. Payments not returned to Us within 30 days of termination of this contract will accrue interest from the date of termination at an annual rate of 6%.

Contract Values The Payment Amount is shown on the Schedule Page. This contract does not have any cash or surrender values and cannot be surrendered in exchange for a lump sum.

DEATH PROVISIONS

Death of Annuitant or Joint Annuitant (if any) You shall provide immediate notice to Us of the death of the Annuitant or Joint Annuitant (if any). Upon the death of either or both of the Annuitant and Joint Annuitant (if any), any remaining Payments will be made in accordance with the Annuity Form and otherwise subject to the terms of this contract.

Death of Owner or Joint Owner (if any) If the Owner or Joint Owner (if any) dies, all rights under this contract will belong to the surviving Owner or Joint Owner (if any), as the case may be. If there is no Owner or Joint Owner surviving, all rights under this contract will belong to the Beneficiary. Any remaining Payments will be made in accordance with the Annuity Form and otherwise subject to the terms of this contract. Any such Payments will be paid at least as rapidly as under the method of distribution in effect on the date of death.

Notice We may require written Notice of due proof of death before We will record any changes pursuant to these provisions. Payments pursuant to these provisions are subject to any Payments made and action taken by Us before Our receipt of due proof of death, consisting of a certified death certificate or the determination of a court of competent jurisdiction.

Any Payments made under these Death Provisions will be paid in accordance with applicable law or regulations governing such Payments.

Notwithstanding any provision of this contract to the contrary, this contract will be construed and administered in accordance with the requirements of Section 72(s) of the Code.

GENERAL PROVISIONS

Contract This contract is issued in consideration of the Single Premium paid. If the check used to pay the Single Premium is not honored, this contract will be void. This contract, copy of the application and any attached endorsements and riders form the entire contract between the Owner and the Company. All statements made by the applicant in the application will, in the absence of fraud, be deemed representations and not warranties. It is important to review any endorsements and riders. In the event of a conflict with any provisions of this contract, the endorsement(s) or rider(s) will control.

Contract Changes Any change of this contract requires the written consent of an authorized Company Officer. No agent has the authority to change this contract or waive any of its terms.

Conformity with Law The state law where the contract is issued for delivery supersedes any conflicting laws of any other state where the Owner may live on or after the Contract Date.

Assignment You may assign this contract subject to any applicable laws or regulations. An assignment, unless otherwise specified by the Owner, shall take effect on the date the Notice of assignment is signed by You, subject to any Payments made or action taken by Us prior to Our receipt of the Notice. All contract rights and benefits are subject to any assignment. We are not responsible for the validity of an assignment. If there is an Irrevocable Beneficiary, You may make an assignment only if the Irrevocable Beneficiary agrees in writing.

Incontestability This contract is incontestable from the Contract Date.

Premium Tax Some states charge a premium tax. We will deduct a charge for premium tax from the Payments if We must pay a premium tax.

Misstatement of Date of Birth, Age or Gender If the date of birth, age or gender of the Annuitant or Joint Annuitant (if any) is misstated, the benefits will be those that the Single Premium would have purchased had We been provided the true date of birth, age and gender. If We made overpayments or underpayments because of misstatement, any current or succeeding Payments shall be charged or credited interest at an annual rate of 6% against the current or succeeding Payments made by Us. Any underpayments will be made up in one sum with the next Payment, or in another manner agreed to by Us.

Proof that the Annuitant or Joint Annuitant is Alive We may require proof that the Annuitant or Joint Annuitant (if any), is alive. We may require proof at any time while this contract is in force or before making any Payment.

Taxability of Payments If required, We will report to the Internal Revenue Service certain Payments or other amounts relating to this contract annually, or as otherwise directed by the applicable requirements.

Protection of Proceeds This contract and Payments under this contract will be exempt from the claims of any creditors to the extent permitted by law.

Non-Participating This contract does not participate in company profits. No dividends will be paid under this contract.

Termination of Contract This contract will terminate upon the last scheduled Payment to be paid in accordance with the Annuity Form.

Tax Status This contract is intended to be treated as an annuity contract for federal income tax purposes and to satisfy any applicable requirements of the Code, e.g., Code Section 72(s), and any regulations relating thereto (the "Applicable Requirements"). To achieve these purposes, the provisions of this contract (including any endorsement or rider to this contract) are to be interpreted to ensure or maintain such a status under the Applicable Requirements. We reserve the right to amend this contract as needed to maintain such a status or to comply with any changes in the Applicable Requirements. We will send You a copy of any such amendment.

Heritage Life Insurance Company

Home Office: Phoenix, Arizona

Important Information

This contract is a valuable asset. Read it carefully and file it with Your valuable papers.

Contact Our nearest representative, or Our Administrative Office at 2[7111 Valley Green Road, Fort Washington, Pennsylvania 19034], phone: 3[877-898-9494] for the following services:

1. Information about this contract;
2. Preparing claims papers, or other notices, elections or requests; or
3. Additional annuity or insurance services.

When writing Us please give the contract number, and the Owner's full name and address.

SINGLE PREMIUM IMMEDIATE ANNUITY CONTRACT

Non-participating (No Dividends).

INDIVIDUAL SINGLE PREMIUM IMMEDIATE ANNUITY APPLICATION

(please print clearly)

OWNER INFORMATION

1. Owner (if a non-natural owner, please complete section five below)

mr. mrs. ms. male female

name _____ daytime phone _____
first, middle initial, last 000-000-0000

date of birth _____ ssn/tin _____ email _____
mm/dd/yyyy 000-00-0000 email address@domain.com

address _____
street, city, state, zip

2. Joint owner (if applicable)

mr. mrs. ms. male female

name _____ daytime phone _____
first, middle initial, last 000-000-0000

date of birth _____ ssn/tin _____ email _____
mm/dd/yyyy 000-00-0000 email address@domain.com

address _____
street, city, state, zip

3. Annuitant (complete if different from owner)

mr. mrs. ms. male female

name _____ daytime phone _____
first, middle initial, last 000-000-0000

date of birth _____ ssn/tin _____ email _____
mm/dd/yyyy 000-00-0000 email address@domain.com

address _____
street, city, state, zip

4. Joint annuitant (if applicable)

mr. mrs. ms. male female

name _____ daytime phone _____
first, middle initial, last 000-000-0000

date of birth _____ ssn/tin _____ email _____
mm/dd/yyyy 000-00-0000 email address@domain.com

address _____
street, city, state, zip

5. Non-natural owner (if applicable, e.g. trust, corporation)

name of entity _____

authorized representative _____ tin _____
trustee/officer/custodian

daytime phone _____ email _____
000-000-0000 email address@domain.com

address _____
street, city, state, zip

HERITAGE LIFE INSURANCE COMPANY ▪ HOME OFFICE ▪ Phoenix, Arizona

ADMINISTRATIVE OFFICE ▪ [7111 Valley Green Road ▪ Fort Washington, PA ▪ 19034] ▪ [877.898.9494] ▪ [Heritagegroup.com]

6. Beneficiary(ies) – Unless indicated otherwise, ownership rights will be divided equally among the beneficiaries.
(attach separate sheet to add additional beneficiaries)

name _____
first, middle initial, last

primary contingent relationship to owner _____ allocation _____%

date of birth _____ ssn/tin _____
mm/dd/yyyy 000-00-0000

name _____
first, middle initial, last

primary contingent relationship to owner _____ allocation _____%

date of birth _____ ssn/tin _____
mm/dd/yyyy 000-00-0000

name _____
first, middle initial, last

primary contingent relationship to owner _____ allocation _____%

date of birth _____ ssn/tin _____
mm/dd/yyyy 000-00-0000

name _____
first, middle initial, last

primary contingent relationship to owner _____ allocation _____%

date of birth _____ ssn/tin _____
mm/dd/yyyy 000-00-0000

7. Annuity form (select only one annuity form and complete as necessary)

- Period Certain Only: payments for a fixed period of _____ years (5-30 years is permissible)
- Life Only
- Life with Period Certain: payments guaranteed for _____ years (5-30 years is permissible)
- Joint and Survivor
- Joint and Survivor with Period Certain: payments guaranteed for _____ years (5-30 years is permissible)

Please select the percentage that is payable to the last surviving annuitant upon the first death of any annuitant:

- 100% 66% 50% other _____%

Refund Annuity (if elected, select form of refund)

- Cash Refund Installment Refund

8. Payment frequency monthly quarterly semi-annually annually

Annuity start date _____
mm/dd/yyyy

9. Premium payment (non-qualified funds only, make check payable to Heritage Life Insurance Company)

monies remitted via: check 1035 exchange (attach 1035 exchange form[s]) other _____

Single Premium Payment \$ _____ (approximate premium if 1035 exchange)

Any check received must be honored for payment when presented. Otherwise the contract is void.

As owner, I acknowledge that my agent has reviewed the annuity contract with me and I understand how the annuity contract fits within my overall financial needs and plans. I understand that my agent does not have Heritage Life Insurance Company's authorization to accept risk, pass on insurability, or make, void, waive or change any conditions or provisions of this application or the annuity contract.

I understand that the statements and answers in this application form the basis for any contract issued by Heritage Life Insurance Company and that no information is considered to have been given to Heritage Life Insurance Company unless it is stated in this application.

I hereby represent to Heritage Life Insurance Company that all of the information in this application is true and complete. I understand that at the time of contract delivery, all information given to the company must be true and complete without material change.

I understand that the annuity contract has no cash value or death benefit. I acknowledge that I cannot begin to receive payments before the start date.

SPECIAL NOTICES AND FRAUD WARNINGS

Insurance laws may prohibit an owner of a life insurance or annuity policy from entering into any agreement to sell, transfer or assign a life insurance or annuity policy prior to the date the policy was issued, or within a period of time after the date the policy was issued. The owner should consult with legal advisors for any questions about these matters.

- 32 [**FOR RESIDENTS OF THE DISTRICT OF COLUMBIA, MAINE AND TENNESSEE:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.]
 - 32 [**FOR RESIDENTS OF FLORIDA:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.]
 - 32 [**FOR RESIDENTS OF KANSAS:** Any person who knowingly and with intent to defraud presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.]
 - 32 [**FOR RESIDENTS OF MINNESOTA:** Any person who knowingly or willfully makes a false or fraudulent statement in, or relative to, any application for insurance or membership for any purpose shall be guilty of a gross misdemeanor.]
 - 32 [**FOR RESIDENTS OF NEW JERSEY:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.]
 - 32 [**FOR RESIDENTS OF NEW MEXICO:** 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.]
 - 32 [**FOR RESIDENTS OF KENTUCKY, OHIO AND PENNSYLVANIA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.]
 - 32 [**FOR RESIDENTS OF WASHINGTON:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.]
- NOTICE FOR RESIDENTS OF ALL OTHER STATES:** 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 may be guilty of a crime and may be subject to fines and confinement in prison.

If the owner is not a natural person, print the name of the entity and have the appropriate authorized person(s) sign below.

name of entity _____

signed at _____ date _____
city, state mm/dd/yyyy

signature _____
owner signature (trustee/officer/custodian, if applicable) joint owner signature (if applicable)

signature _____
annuitant signature (if different from the owner) joint annuitant signature (if applicable)

AGENT INFORMATION

- yes no Does the applicant have existing annuity contracts or life insurance policies?
- yes no Do you, as agent, have reason to believe the annuity contract requested will replace one or more existing annuity contracts or life insurance policies?

NOTE: If either question above is answered yes, follow replacement procedures and submit any required forms and/or other materials with the application.

ADVERTISING MATERIALS

- I certify that I used only sales materials approved by Heritage Life Insurance Company with this application and that an original or a copy of all sales materials was left with the applicant.
- I certify that a printed copy of any electronically presented sales material was/will be provided to the applicant no later than the date the contract is delivered.

signature _____ date _____
licensed agent mm/dd/yyyy

name _____
first, middle initial, last

ssn/tin _____ state license id _____
000-00-0000

broker/dealer/agency _____

address _____
street, city, state, zip

daytime phone _____ fax _____ email _____
000-000-0000 000-000-0000 emailaddress@domain.com

SERFF Tracking Number: MLLM-126897297 State: Arkansas
 Filing Company: Heritage Life Insurance Company State Tracking Number: 47568
 Company Tracking Number: 0146COV02-20
 TOI: A05I Individual Annuities- Immediate Non- Variable Sub-TOI: A05I.000 Annuities - Immediate Non-variable
 Product Name: Single Premium Immediate Annuity Contract
 Project Name/Number: Heritage Life Insurance Company/0146COV02-20

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
11/09/2010	Supporting Document	Statement of Variability	01/21/2011	SPIA Statement of Variability 12-15-2010.pdf (Superseded)
12/17/2010	Form	Individual Single Premium Immediate Annuity Application	01/06/2011	10-A1000A Individual Single Premium Immediate Annuity Application 12-14-2010.pdf (Superseded)

HERITAGE LIFE INSURANCE COMPANY
STATEMENT OF VARIABILITY
10-A1001 SINGLE PREMIUM IMMEDIATE ANNUITY CONTRACT
AND
10-A1000A INDIVIDUAL SINGLE PREMIUM IMMEDIATE ANNUITY APPLICATION

Form 10-A1001, Single Premium Immediate Annuity Contract

1. Company Logo – The Heritage Life logo is shown as variable to accommodate changes that may occur at some later time.
2. Administrative Office Address – Heritage Life's Administrative Office address is shown as variable to accommodate updates to the address such as the street address, website, or e-mail address. The website and/or e-mail address are either in or out, and will not appear until the Company has a website and/or e-mail address. When the Company has a website and/or e-mail address, these items will appear, as applicable, on a go-forward basis.
3. Telephone Number – Heritage Life's telephone number is marked as variable to accommodate updates to the telephone number.
4. Officer Signatures and Titles – The signatures of two officers, currently the President and Secretary of Heritage Life, will appear on the Face Page of all contracts. This information is marked as variable to accommodate changes to the President and/or Secretary titles and/or signatures.
5. Right To Examine Contract Period – The Right to Examine Contract period will either be shown as 10 days for regular contract issues, or 30 days for contracts where replacement is involved.
6. Contract Number – Will insert the Contract Number, which will vary with each contract issuance.
7. Owner – Will insert the Owner name. This will match the Owner name on the Application.
8. Joint Owner – This variable item will either be in or out, depending on whether or not there is a Joint Owner. Will insert the Joint Owner name if there is a Joint Owner. This will match the information on the Application.
9. Annuitant – Will insert the Annuitant Name. This will match the information on the Application.
10. Annuitant's Date of Birth and Gender – Will insert the Annuitant's date of birth and gender. This will match the information on the Application.
11. Joint Annuitant – This variable item will either be in or out, depending on whether or not there is a Joint Annuitant. Will insert the Joint Annuitant's name if there is a Joint Annuitant. This will match the information on the Application.
12. Joint Annuitant's Date of Birth and Gender – This variable item will either be in or out, depending on whether or not there is a Joint Annuitant. Will insert the Joint Annuitant's date of birth and gender. This will match the information on the Application.
13. Contract Date – Will insert the Contract Date, which will be the date the Single Premium is received.
14. Single Premium – Will insert the amount of the Single Premium. This will match the information on the Application, for regular contract issues. For exchanges, it will match the amount received from the insurance carrier(s) involved in the exchange whose contracts are being replaced.
15. Annuity Start Date – Will insert the Annuity Start Date. This date will not be later than 13 months after the Single Premium is received. This will match the information on the Application for regular contract issues. For exchanges, it may be affected by the date the Single Premium is received.

16. Annuity Form – Will insert the name and description of the Annuity Form applicable. The Annuity Form name will match the description on the Application as selected by the Owner. One of the following Annuity Form descriptions will be inserted on this Schedule Page as elected on the Application:

Life Only: We will make Payments to the Payee at the Payment Frequency during the period beginning on the Annuity Start Date and ending on the date the Annuitant is no longer surviving. No Payments will be made at any time after the death of the Annuitant.

Joint and Survivor: We will make Payments to the Payee at the Payment Frequency during the period beginning on the Annuity Start Date and ending on the date on which both the Annuitant and Joint Annuitant are no longer surviving; provided, however that if only one of either the Annuitant or Joint Annuitant is no longer surviving, the Payment Amount shall be reduced as shown on this Schedule Page. No Payments will be made at any time after the death of both the Annuitant and the Joint Annuitant.

Life with Period Certain: We will make Payments to the Payee at the Payment Frequency during the period beginning on the Annuity Start Date and ending on the date that is the later of (x) the date the Annuitant is no longer surviving and (y) the Period Certain End Date. After the Period Certain End Date, no Payments will be made at any time after the death of the Annuitant.

Period Certain Only: We will make Payments to the Payee at the Payment Frequency during the period beginning on the Annuity Start Date and ending on the Period Certain End Date, without regard to the continued life or death of the Annuitant or any Joint Annuitant.

Joint and Survivor with Period Certain: We will make Payments to the Payee at the Payment Frequency during the period beginning on the Annuity Start Date and ending on the date that is the later of (x) the date that both the Annuitant and the Joint Annuitant are no longer surviving and (y) the Period Certain End Date; provided, however that at any time after the Period Certain End Date, if only one of either the Annuitant or Joint Annuitant is no longer surviving, then the Payment Amount shall be reduced as shown on this Schedule Page. After the Period Certain End Date, no Payments will be made at any time after the death of both the Annuitant and Joint Annuitant.

Cash Refund: We will make Payments to the Payee at the Payment Frequency during the period beginning on the Annuity Start Date and ending on the date the Annuitant is no longer surviving. At the end of the period, the Payee will receive the difference, if any, of the Single Premium minus the total Payments made to the Payee, paid in a single lump sum.

Installment Refund: We will make Payments to the Payee at the Payment Frequency during the period beginning on the Annuity Start Date and ending on the date that is the later of (x) the date the Annuitant is no longer surviving and (y) the date the total amount of Payments made equals the Single Premium. If (y) is later, the final Payment will be adjusted accordingly.

17. Payment Amount – Will insert the Payment Amount in accordance with Annuity Form option elected on the Application, including amounts payable following the first annuitant death, if applicable, for joint annuitants.
18. Payment Frequency – Will insert the Payment Frequency. This information will either be monthly, quarterly, semi-annually, or annually. This will match the information on the Application.
19. Period Certain – This variable item will either be in or out depending on whether there is a Period Certain under the Annuity Form. Will insert the number of years in the Period Certain, which will match the information on the Application. The range for Period Certain will be 5 to 30 years.
20. Period Certain End Date – This variable item will either be in or out depending on whether there is a Period Certain under the Annuity Form. This date will mark the end of the Period Certain, and is based upon the Annuity Start Date and the length of the Period Certain.
21. Beneficiary – Will insert the name of the Beneficiary. This will match the information on the Application.
22. Contingent Beneficiary – This variable item will either be in or out, depending on whether or not there is a Contingent Beneficiary. This will match the information on the Application.
23. Issue State – Will insert the state where the contract is issued for delivery.

24. Insurance Department Telephone Number – Will insert the telephone number of the Insurance Department of the state where the contract is issued for delivery.
25. Riders and Endorsements – This variable item will list any riders or endorsements on the contract or will otherwise be None.

Form 10-A1000A, Individual Single Premium Immediate Annuity Application

26. Company Logo – The Heritage Life logo is shown as variable to accommodate changes that may occur at some later time.
27. Administrative Office Address – Heritage Life's Administrative Office address is shown as variable to accommodate updates to the address such as the street address, website, or e-mail address. The website and/or e-mail address are either in or out, and will not appear until the Company has a website and/or e-mail address. When the Company has a website and/or e-mail address, these items will appear, as applicable, on a go-forward basis.
28. Telephone Number – Heritage Life's telephone number is marked as variable to accommodate updates to the telephone number.
29. Annuity Form – This item will show the Annuity Forms currently offered by the Company. Annuity Forms are described above in item 16. The Company may offer any or all of the Annuity Forms from time to time; provided, however that there will always be at least one option that includes life contingent payments. While offered, any such offer will be made available to all applicants.
30. Survivor Percentages - These variable items are either in or out depending on whether joint annuity forms with reduced survivor percentages are offered. If in, available percentages will be shown. The maximum percentage shown will be 100%. The minimum percentage shown will be 1%. Additionally, from time to time the Company may allow a write-in percentage, subject to a maximum of 100% and a minimum of 1%. While offered, any such offer will be made available to all applicants.
31. Refund Annuity – This item will not appear until such time as the Company offers it for sale. When the Company first offers this item, this item will appear and will be made available to all applicants while the item is offered by the Company. Annuity Forms associated with this item are shown above in item 16, and will appear while offered by the Company. The Company may offer any or all of the Annuity Forms associated with this item from time to time, and while offered, any such offer will be made available to all applicants.
32. Special Notices and Fraud Warnings - Specific fraud statements may be revised based upon revised state law or regulation regarding such statements. Additional state fraud statements may be added upon newly enacted statute or newly adopted regulation in a given state that requires such on the application form.



Heritage Life Insurance Company

Home Office: Phoenix, Arizona

Administrative Office: 2[7111 Valley Green Road, Fort Washington, Pennsylvania 19034]

Phone: 3[877-898-9494] ; E-Mail Address: 2[tbd@Heritagegroup.com] ; 2[www.Heritagegroup.com]

SINGLE PREMIUM IMMEDIATE ANNUITY CONTRACT

This contract is a legal contract between You and the Company. To obtain information about Your contract, or if You need help resolving a complaint, please call 3[(877)-898-9494].

Please read Your contract carefully.

This is an immediate annuity contract, which means that in exchange for the Single Premium You have paid, Heritage Life Insurance Company will make the Payments as specified on the Schedule Page, subject to the provisions of this contract. The Payments are made at the Payment Frequency shown on the Schedule Page, beginning on the Annuity Start Date shown on the Schedule Page. **This contract does not have cash or surrender values or death benefits.**

Riders providing supplemental benefits or contract changes (if any) and a copy of the application follow Page 8.

Signed for and on behalf of the Company at its Administrative Office in Fort Washington, Pennsylvania, to be effective on the Contract Date.

4 {  }
President

4 {  }
Secretary

Right to Examine Contract

You may cancel this contract within 5[10] days after You receive it by returning it to Us or to any of Our agents. Canceling this contract will void it from the beginning, and We will promptly refund to You the Single Premium paid under this contract, less any amounts We have paid.

Non-participating (No Dividends).

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SCHEDULE PAGE FOR CONTRACT NUMBER: 6[123456789]

Owner: 7[John Doe]

8[Joint Owner:] 8[Jane Doe]

Annuitant: 9[John Doe]

Annuitant's Date of Birth and Gender: 10[October 1, 1955 Male]

11[Joint Annuitant:] 11[Jane Doe]

12[Joint Annuitant's Date of Birth and Gender:] 12[October 1, 1955 Female]

Contract Date: 13[March 1, 2011]

Single Premium: \$14[10,000.00]

Annuity Start Date: 15[April 1, 2011]

Annuity Form: 16[**Joint and Survivor with Period Certain:** We will make Payments to the Payee at the Payment Frequency during the period beginning on the Annuity Start Date and ending on the date that is the later of (x) the date that both the Annuitant and Joint Annuitant are no longer surviving and (y) the Period Certain End Date; provided, however that at any time after the Period Certain End Date if only one of either the Annuitant or Joint Annuitant is no longer surviving, the Payment Amount shall be reduced as shown on this Schedule Page. After the Period Certain End Date, no Payments will be made at any time after the death of both the Annuitant and Joint Annuitant.]

Payment Amount: \$17[500.00 if both the Annuitant and Joint Annuitant are surviving; 50% or \$250.00 if only one of the Annuitant or Joint Annuitant is surviving.]

Payment Frequency: 18[Monthly]

19[Period Certain:] 19[10 years]

20[Period Certain End Date:] 20[March 1, 2021]

Beneficiary: 21[Jane Doe]

Contingent Beneficiary: 22[Donny Doe]

Issue State: 23[Any State]

Insurance Department Telephone Number: 24[123-456-7890]

Riders & Endorsements: 25[None]

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DEFINITIONS

Administrative Office Our main administrative office is at 2[7111 Valley Green Road, Fort Washington, Pennsylvania 19034], phone: 3[877-898-9494], E-Mail Address: 2[tbd@Heritagegroup.com]. Send all contract correspondence to this address.

Annuitant The natural person named in writing as shown on the Schedule Page and on whose age and gender Payments are based along with the Joint Annuitant (if any). The Annuitant cannot be changed after this contract is delivered. The continued life of the Annuitant and Joint Annuitant (if any) may be required for the continuance of Payments under this contract.

Annuity Form The type of annuity selected by You as shown on the Schedule Page.

Annuity Start Date The date Payments under this contract begin. You select the Annuity Start Date, subject to availability and based on provisions of this contract and the requirements of the Code and related regulations. The Annuity Start Date You selected is shown on the Schedule Page.

Beneficiary The Beneficiary is shown on the Schedule Page, unless changed by You. The person or persons named in writing who may exercise any remaining rights under this contract following death of the Owner or Joint Owner, if there is no surviving Owner or Joint Owner.

Code The U.S. Internal Revenue Code of 1986, as amended.

Contingent Beneficiary The Contingent Beneficiary is shown on the Schedule Page, unless changed by You. The Contingent Beneficiary is the person (if any) You select to become the Beneficiary if the Beneficiary dies. Requirements applicable to the Beneficiary also apply to the Contingent Beneficiary.

Contract Date The date this contract was issued. The Contract Date is shown on the Schedule Page.

Irrevocable Beneficiary A Beneficiary named in writing by You whose written consent is necessary to exercise any contract right.

Joint Annuitant The natural person named in writing as shown on the Schedule Page and on whose age and gender Payments are based along with the Annuitant. The Joint Annuitant cannot be changed after this contract is delivered. The continued life of the Joint Annuitant and Annuitant may be required for the continuance of Payments under this contract.

Joint Owner The Joint Owner of this contract (if any) is shown on the Schedule Page, unless changed by You. The Joint Owner, together with the Owner, may exercise every right in this contract. These rights are subject to the written consent of any Irrevocable Beneficiary.

Non-Participating This contract does not share in the Company's divisible surplus. This contract does not pay dividends.

Notice, Election or Request Writing that is in a form acceptable to Us. A Notice, Election or Request is not binding on any Payments or action We make prior to receiving such Notice, Election or Request in writing and in good order at Our Administrative Office.

Owner The Owner of this contract is shown on the Schedule Page, unless changed by You. The Owner, together with any Joint Owner, may exercise every right in this contract. These rights are subject to the written consent of any Irrevocable Beneficiary.

Payee The Owner, or person(s) designated in writing by the Owner to receive the Payments. Our consent is needed if the Payee is an executor, personal representative, administrator, trustee, corporation, partnership or association.

Payments Payments for which We guarantee the dollar amount made by Us to the Payee commencing on the Annuity Start Date, in accordance with the Annuity Form and otherwise subject to the terms of this contract. Each Payment equals the Payment Amount, less any applicable charges for premium tax not previously considered in the determination of the Payment Amount shown on the Schedule Page.

Payment Amount The Payment Amount is shown on the Schedule Page. The Payment Amount is the amount We agree to pay at the Payment Frequency shown on the Schedule Page, in accordance with the Annuity Form and subject to the provisions of this contract.

Payment Frequency The Payment Frequency is shown on the Schedule Page.

Single Premium The amount paid to Us as consideration for the benefits provided under this contract.

We, Our, Us, or Company Heritage Life Insurance Company.

You, Your The Owner and, if applicable, the Joint Owner.

OWNERSHIP

The Owner is the person named on the Schedule Page, unless changed by You. The Owner along with any Joint Owner has all interest and rights under this contract.

Subject to the rights of any Irrevocable Beneficiary and any applicable laws or regulations, You may change Ownership by sending Us a signed Notice. The Notice, unless otherwise specified by the Owner, will take effect on the date the Notice is signed by the Owner, subject to any Payments made or actions taken by Us prior to Our receipt of the Notice. We will not be liable for any Payments We make or action We take before the Notice is received.

BENEFICIARY

The Beneficiary is the person(s) named on the Schedule Page, unless changed by You.

If there is no surviving Owner or Joint Owner, then the Beneficiary(ies) may exercise any remaining rights of ownership, in equal shares unless otherwise provided by You in writing. Each Beneficiary may exercise their respective rights of ownership independently on their respective share, including the right to name a Payee to receive their share of the Payments. If no Beneficiary survives, the Contingent Beneficiary(ies) will be treated as the Beneficiary. If there is no surviving Beneficiary or Contingent Beneficiary, Your estate will be treated as the Beneficiary.

An Irrevocable Beneficiary cannot be changed without the consent of the Irrevocable Beneficiary. Subject to the rights of any Irrevocable Beneficiary and any applicable laws or regulations, You may change the Beneficiary or Contingent Beneficiary by sending Us a Notice. Unless otherwise specified by You, a change of Beneficiary will be effective on the date the Notice is signed by You, subject to any Payments made or action taken by Us prior to Our receipt of the Notice. We will not be liable for any Payments We make or action We take before the Notice is received.

PREMIUM AND PAYMENT PROVISIONS

Payment of Premium The Single Premium must be paid on or before the Contract Date. The Single Premium amount is shown on the Schedule Page. The Single Premium must be made payable to the Company at Our Administrative Office, or made payable to the Company and delivered to one of Our agents.

Annuity Payments All Payments to be paid under this contract will be made in accordance with the Annuity Form and otherwise subject to the terms of this contract. The Owner assumes all responsibility for claims against the Company arising out of any Payments paid as directed by the Owner. We have the right to require proof that the Annuitant and Joint Annuitant (if any), is living on any Payment date. You agree that any Payments made in excess of the Payment Amount or otherwise made on or after the date this contract terminates will be promptly returned to Us or may be set-off by Us against future Payments. Payments not returned to Us within 30 days of termination of this contract will accrue interest from the date of termination at an annual rate of 6%.

Contract Values The Payment Amount is shown on the Schedule Page. This contract does not have any cash or surrender values and cannot be surrendered in exchange for a lump sum.

DEATH PROVISIONS

Death of Annuitant or Joint Annuitant (if any) You shall provide immediate notice to Us of the death of the Annuitant or Joint Annuitant (if any). Upon the death of either or both of the Annuitant and Joint Annuitant (if any), any remaining Payments will be made in accordance with the Annuity Form and otherwise subject to the terms of this contract.

Death of Owner or Joint Owner (if any) If the Owner or Joint Owner (if any) dies, all rights under this contract will belong to the surviving Owner or Joint Owner (if any), as the case may be. If there is no Owner or Joint Owner surviving, all rights under this contract will belong to the Beneficiary. Any remaining Payments will be made in accordance with the Annuity Form and otherwise subject to the terms of this contract. Any such Payments will be paid at least as rapidly as under the method of distribution in effect on the date of death.

Notice We may require written Notice of due proof of death before We will record any changes pursuant to these provisions. Payments pursuant to these provisions are subject to any Payments made and action taken by Us before Our receipt of due proof of death, consisting of a certified death certificate or the determination of a court of competent jurisdiction.

Any Payments made under these Death Provisions will be paid in accordance with applicable law or regulations governing such Payments.

Notwithstanding any provision of this contract to the contrary, this contract will be construed and administered in accordance with the requirements of Section 72(s) of the Code.

GENERAL PROVISIONS

Contract This contract is issued in consideration of the Single Premium paid. If the check used to pay the Single Premium is not honored, this contract will be void. This contract, copy of the application and any attached endorsements and riders form the entire contract between the Owner and the Company. All statements made by the applicant in the application will, in the absence of fraud, be deemed representations and not warranties. It is important to review any endorsements and riders. In the event of a conflict with any provisions of this contract, the endorsement(s) or rider(s) will control.

Contract Changes Any change of this contract requires the written consent of an authorized Company Officer. No agent has the authority to change this contract or waive any of its terms.

Conformity with Law The state law where the contract is issued for delivery supersedes any conflicting laws of any other state where the Owner may live on or after the Contract Date.

Assignment You may assign this contract subject to any applicable laws or regulations. An assignment, unless otherwise specified by the Owner, shall take effect on the date the Notice of assignment is signed by You, subject to any Payments made or action taken by Us prior to Our receipt of the Notice. All contract rights and benefits are subject to any assignment. We are not responsible for the validity of an assignment. If there is an Irrevocable Beneficiary, You may make an assignment only if the Irrevocable Beneficiary agrees in writing.

Incontestability This contract is incontestable from the Contract Date.

Premium Tax Some states charge a premium tax. We will deduct a charge for premium tax from the Payments if We must pay a premium tax.

Misstatement of Date of Birth, Age or Gender If the date of birth, age or gender of the Annuitant or Joint Annuitant (if any) is misstated, the benefits will be those that the Single Premium would have purchased had We been provided the true date of birth, age and gender. If We made overpayments or underpayments because of misstatement, any current or succeeding Payments shall be charged or credited interest at an annual rate of 6% against the current or succeeding Payments made by Us. Any underpayments will be made up in one sum with the next Payment, or in another manner agreed to by Us.

Proof that the Annuitant or Joint Annuitant is Alive We may require proof that the Annuitant or Joint Annuitant (if any), is alive. We may require proof at any time while this contract is in force or before making any Payment.

Taxability of Payments If required, We will report to the Internal Revenue Service certain Payments or other amounts relating to this contract annually, or as otherwise directed by the applicable requirements.

Protection of Proceeds This contract and Payments under this contract will be exempt from the claims of any creditors to the extent permitted by law.

Non-Participating This contract does not participate in company profits. No dividends will be paid under this contract.

Termination of Contract This contract will terminate upon the last scheduled Payment to be paid in accordance with the Annuity Form.

Tax Status This contract is intended to be treated as an annuity contract for federal income tax purposes and to satisfy any applicable requirements of the Code, e.g., Code Section 72(s), and any regulations relating thereto (the "Applicable Requirements"). To achieve these purposes, the provisions of this contract (including any endorsement or rider to this contract) are to be interpreted to ensure or maintain such a status under the Applicable Requirements. We reserve the right to amend this contract as needed to maintain such a status or to comply with any changes in the Applicable Requirements. We will send You a copy of any such amendment.

Heritage Life Insurance Company

Home Office: Phoenix, Arizona

Important Information

This contract is a valuable asset. Read it carefully and file it with Your valuable papers.

Contact Our nearest representative, or Our Administrative Office at 2[7111 Valley Green Road, Fort Washington, Pennsylvania 19034], phone: 3[877-898-9494] for the following services:

1. Information about this contract;
2. Preparing claims papers, or other notices, elections or requests; or
3. Additional annuity or insurance services.

When writing Us please give the contract number, and the Owner's full name and address.

SINGLE PREMIUM IMMEDIATE ANNUITY CONTRACT

Non-participating (No Dividends).

INDIVIDUAL SINGLE PREMIUM IMMEDIATE ANNUITY APPLICATION

(please print clearly)

OWNER INFORMATION

1. Owner (if a non-natural owner, please complete section five below)

mr. mrs. ms. male female

name _____ daytime phone _____
first, middle initial, last 000-000-0000

date of birth _____ ssn/tin _____ email _____
mm/dd/yyyy 000-00-0000 email address@domain.com

address _____
street, city, state, zip

2. Joint owner (if applicable)

mr. mrs. ms. male female

name _____ daytime phone _____
first, middle initial, last 000-000-0000

date of birth _____ ssn/tin _____ email _____
mm/dd/yyyy 000-00-0000 email address@domain.com

address _____
street, city, state, zip

3. Annuitant (complete if different from owner)

mr. mrs. ms. male female

name _____ daytime phone _____
first, middle initial, last 000-000-0000

date of birth _____ ssn/tin _____ email _____
mm/dd/yyyy 000-00-0000 email address@domain.com

address _____
street, city, state, zip

4. Joint annuitant (if applicable)

mr. mrs. ms. male female

name _____ daytime phone _____
first, middle initial, last 000-000-0000

date of birth _____ ssn/tin _____ email _____
mm/dd/yyyy 000-00-0000 email address@domain.com

address _____
street, city, state, zip

5. Non-natural owner (if applicable, e.g. trust, corporation)

name of entity _____

authorized representative _____ tin _____
trustee/officer/custodian

daytime phone _____ email _____
000-000-0000 email address@domain.com

address _____
street, city, state, zip

HERITAGE LIFE INSURANCE COMPANY ▪ HOME OFFICE ▪ Phoenix, Arizona

ADMINISTRATIVE OFFICE ▪ [7111 Valley Green Road ▪ Fort Washington, PA ▪ 19034] ▪ [877.898.9494] ▪ [Heritagegroup.com]

6. Beneficiary(ies) – Unless indicated otherwise, ownership rights will be divided equally among the beneficiaries.
(attach separate sheet to add additional beneficiaries)

name _____
first, middle initial, last

primary contingent relationship to owner _____ allocation _____%

date of birth _____ ssn/tin _____
mm/dd/yyyy 000-00-0000

name _____
first, middle initial, last

primary contingent relationship to owner _____ allocation _____%

date of birth _____ ssn/tin _____
mm/dd/yyyy 000-00-0000

name _____
first, middle initial, last

primary contingent relationship to owner _____ allocation _____%

date of birth _____ ssn/tin _____
mm/dd/yyyy 000-00-0000

name _____
first, middle initial, last

primary contingent relationship to owner _____ allocation _____%

date of birth _____ ssn/tin _____
mm/dd/yyyy 000-00-0000

7. Annuity form (select only one annuity form and complete as necessary)

- Period Certain Only: payments for a fixed period of _____ years (5-30 years is permissible)
- Life Only
- Life with Period Certain: payments guaranteed for _____ years (5-30 years is permissible)
- Joint and Survivor
- Joint and Survivor with Period Certain: payments guaranteed for _____ years (5-30 years is permissible)

Please select the percentage that is payable to the last surviving annuitant upon the first death of any annuitant:

- 100% 66% 50% other _____%

Refund Annuity (if elected, select form of refund)

- Cash Refund Installment Refund

8. Payment frequency monthly quarterly semi-annually annually

Annuity start date _____
mm/dd/yyyy

9. Premium payment (non-qualified funds only, make check payable to Heritage Life Insurance Company)

monies remitted via: check 1035 exchange (attach 1035 exchange form[s]) other _____

Single Premium Payment \$ _____ (approximate premium if 1035 exchange)

Any check received must be honored for payment when presented. Otherwise the contract is void.

As owner, I acknowledge that my agent has reviewed the annuity contract with me and I understand how the annuity contract fits within my overall financial needs and plans. I understand that my agent does not have Heritage Life Insurance Company's authorization to accept risk, pass on insurability, or make, void, waive or change any conditions or provisions of this application or the annuity contract.

I understand that the statements and answers in this application form the basis for any contract issued by Heritage Life Insurance Company and that no information is considered to have been given to Heritage Life Insurance Company unless it is stated in this application.

I hereby represent to Heritage Life Insurance Company that all of the information in this application is true and complete. I understand that at the time of contract delivery, all information given to the company must be true and complete without material change.

I understand that the annuity contract has no cash value or death benefit. I acknowledge that I cannot begin to receive payments before the start date.

SPECIAL NOTICES AND FRAUD WARNINGS

Insurance laws may prohibit an owner of a life insurance or annuity policy from entering into any agreement to sell, transfer or assign a life insurance or annuity policy prior to the date the policy was issued, or within a period of time after the date the policy was issued. The owner should consult with legal advisors for any questions about these matters.

- 32 [**FOR RESIDENTS OF THE DISTRICT OF COLUMBIA, MAINE AND TENNESSEE:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.]
 - 32 [**FOR RESIDENTS OF FLORIDA:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.]
 - 32 [**FOR RESIDENTS OF KANSAS:** Any person who knowingly and with intent to defraud presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.]
 - 32 [**FOR RESIDENTS OF MINNESOTA:** Any person who knowingly or willfully makes a false or fraudulent statement in, or relative to, any application for insurance or membership for any purpose shall be guilty of a gross misdemeanor.]
 - 32 [**FOR RESIDENTS OF NEW JERSEY:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.]
 - 32 [**FOR RESIDENTS OF NEW MEXICO:** 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.]
 - 32 [**FOR RESIDENTS OF KENTUCKY, OHIO AND PENNSYLVANIA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.]
 - 32 [**FOR RESIDENTS OF WASHINGTON:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.]
- NOTICE FOR RESIDENTS OF ALL OTHER STATES:** 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 may be guilty of a crime and may be subject to fines and confinement in prison.

If the owner is not a natural person, print the name of the entity and have the appropriate authorized person(s) sign below.

name of entity _____

signed at _____ date _____
city, state mm/dd/yyyy

signature _____
owner signature (trustee/officer/custodian, if applicable) joint owner signature (if applicable)

signature _____
annuitant signature (if different from the owner) joint annuitant signature (if applicable)

AGENT INFORMATION

- yes no Does the applicant have existing annuity contracts or life insurance policies?
- yes no Do you, as agent, have reason to believe the annuity contract requested will replace one or more existing annuity contracts or life insurance policies?

NOTE: If either question above is answered yes, follow replacement procedures and submit any required forms and/or other materials with the application.

ADVERTISING MATERIALS

- I certify that I used only sales materials approved by Heritage Life Insurance Company with this application and that an original or a copy of all sales materials was left with the applicant.
- I certify that a printed copy of any electronically presented sales material was/will be provided to the applicant no later than the date the contract is delivered.

signature _____ date _____
licensed agent mm/dd/yyyy

name _____
first, middle initial, last

ssn/tin _____ state license id _____
000-00-0000

broker/dealer/agency _____

address _____
street, city, state, zip

daytime phone _____ fax _____ email _____
000-000-0000 000-000-0000 emailaddress@domain.com

INDIVIDUAL SINGLE PREMIUM IMMEDIATE ANNUITY APPLICATION

(please print clearly)

OWNER INFORMATION

1. Owner (if a non-natural owner, please complete section five below)

mr. mrs. ms. male female

name _____ daytime phone _____
first, middle initial, last 000-000-0000

date of birth _____ ssn/tin _____ email _____
mm/dd/yyyy 000-00-0000 email address@domain.com

address _____
street, city, state, zip

2. Joint owner (if applicable)

mr. mrs. ms. male female

name _____ daytime phone _____
first, middle initial, last 000-000-0000

date of birth _____ ssn/tin _____ email _____
mm/dd/yyyy 000-00-0000 email address@domain.com

address _____
street, city, state, zip

3. Annuitant (complete if different from owner)

mr. mrs. ms. male female

name _____ daytime phone _____
first, middle initial, last 000-000-0000

date of birth _____ ssn/tin _____ email _____
mm/dd/yyyy 000-00-0000 email address@domain.com

address _____
street, city, state, zip

4. Joint annuitant (if applicable)

mr. mrs. ms. male female

name _____ daytime phone _____
first, middle initial, last 000-000-0000

date of birth _____ ssn/tin _____ email _____
mm/dd/yyyy 000-00-0000 email address@domain.com

address _____
street, city, state, zip

5. Non-natural owner (if applicable, e.g. trust, corporation)

name of entity _____

authorized representative _____ tin _____
trustee/officer/custodian

daytime phone _____ email _____
000-000-0000 email address@domain.com

address _____
street, city, state, zip

HERITAGE LIFE INSURANCE COMPANY ▪ HOME OFFICE ▪ Phoenix, Arizona

ADMINISTRATIVE OFFICE ▪ 7111 Valley Green Road ▪ Fort Washington, PA ▪ 19034 ▪ 877.898.9494 ▪ Heritagegroup.com

6. Beneficiary(ies) – Unless indicated otherwise, ownership rights will be divided equally among the beneficiaries. *(use space on back page for additional beneficiaries)*

name _____
first, middle initial, last

primary contingent relationship to owner _____ allocation _____%

date of birth _____ ssn/tin _____
mm/dd/yyyy 000-00-0000

name _____
first, middle initial, last

primary contingent relationship to owner _____ allocation _____%

date of birth _____ ssn/tin _____
mm/dd/yyyy 000-00-0000

7. Annuity form *(select only one annuity form and complete as necessary)*

- Period Certain Only: payments for a fixed period of _____ years *(5-30 years is permissible)*
- Life Only
- Life with Period Certain: payments guaranteed for _____ years *(5-30 years is permissible)*
- Joint and Survivor
- Joint and Survivor with Period Certain: payments guaranteed for _____ years *(5-30 years is permissible)*

Please select the percentage that is payable to the last surviving annuitant upon the first death of any annuitant:

- 100% 66% 50% other _____%

8. Payment frequency monthly quarterly semi-annually annually

Annuity start date _____
mm/dd/yyyy

9. Premium payment *(non-qualified funds only, make check payable to Heritage Life Insurance Company)*

monies remitted via: check 1035 exchange (attach 1035 exchange form[s]) other _____

Single Premium Payment \$ _____ *(approximate premium if 1035 exchange)*

Any check received must be honored for payment when presented. Otherwise the contract is void.

10. Right to choose a second addressee to receive notifications – You may choose to have notifications about your contract sent to another addressee. These notices would be in addition to any notice we mail to you. Please indicate if you do or do not want to have a second person receive any such notice.

I choose to name a second addressee *(provide the name and address of the individual below)*

name _____ email _____
first, middle initial, last emailaddress@domain.com

address _____
street, city, state, zip

I choose not to name a second addressee

signature _____ date _____
owner signature (trustee/officer/custodian, if applicable) mm/dd/yyyy

signature _____ date _____
joint owner signature (if applicable) mm/dd/yyyy

11. Special instructions *(additional space provided on back of form)*

12. Financial institution disclosure – Insurance policies and annuities are not a deposit or other obligation of, or guaranteed by, a bank, any affiliate of a bank, or savings association, and are not insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency of the United States, a bank, any affiliate of a bank, or savings association.

13. Owner(s) acknowledgements *(required)*

- yes no Do you have existing annuity contracts or life insurance policies?
 yes no Will the annuity contract applied for replace one or more existing annuity contracts or life insurance policies?

NOTE: *If yes, explain in section eleven, and please submit any required replacement forms. Replacement includes any surrender, loan, withdrawal, lapse, redirection in or reduction of payments on an annuity contract or life insurance policy in connection with this application.*

As owner, I acknowledge that Heritage Life Insurance Company does not offer legal, financial, tax, investment or estate planning advice and I have had the opportunity to seek such advice from the proper sources before purchasing the annuity contract. I have determined that the purchase of the annuity contract is suitable given my particular legal, financial, tax, investment, estate planning or other goals or circumstances.

As owner, I acknowledge that my agent has reviewed the annuity contract with me and I understand how the annuity contract fits within my overall financial needs and plans. I understand that my agent does not have Heritage Life Insurance Company's authorization to accept risk, pass on insurability, or make, void, waive or change any conditions or provisions of this application or the annuity contract.

I understand that the statements and answers in this application form the basis for any contract issued by Heritage Life Insurance Company and that no information is considered to have been given to Heritage Life Insurance Company unless it is stated in this application.

I hereby represent to Heritage Life Insurance Company that all of the information in this application is true and complete. I understand that at the time of contract delivery, all information given to the company must be true and complete without material change.

I understand that the annuity contract has no cash value or death benefit. I acknowledge that I cannot begin to receive payments before the start date.

SPECIAL NOTICES AND FRAUD WARNINGS

Insurance laws may prohibit an owner of a life insurance or annuity policy from entering into any agreement to sell, transfer or assign a life insurance or annuity policy prior to the date the policy was issued, or within a period of time after the date the policy was issued. The owner should consult with legal advisors for any questions about these matters.

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 may be guilty of a crime and may be subject to fines and confinement in prison.

If the owner is not a natural person, print the name of the entity and have the appropriate authorized person(s) sign below.

name of entity _____

signed at _____ date _____
city, state mm/dd/yyyy

signature _____
owner signature (trustee/officer/custodian, if applicable) joint owner signature (if applicable)

signature _____
annuitant signature (if different from the owner) joint annuitant signature (if applicable)

AGENT INFORMATION

- yes no Does the applicant have existing annuity contracts or life insurance policies?
- yes no Do you, as agent, have reason to believe the annuity contract requested will replace one or more existing annuity contracts or life insurance policies?

NOTE: If either question above is answered yes, follow replacement procedures and submit any required forms and/or other materials with the application.

ADVERTISING MATERIALS

- I certify that I used only sales materials approved by Heritage Life Insurance Company with this application and that an original or a copy of all sales materials was left with the applicant.
- I certify that a printed copy of any electronically presented sales material was/will be provided to the applicant no later than the date the contract is delivered.

signature _____ date _____
licensed agent mm/dd/yyyy

name _____
first, middle initial, last

ssn/tin _____ state license id _____
000-00-0000

broker/dealer/agency _____

address _____
street, city, state, zip

daytime phone _____ fax _____ email _____
000-000-0000 000-000-0000 emailaddress@domain.com

Beneficiary(ies), *continued* (attach separate sheet to add additional beneficiaries)

name _____
first, middle initial, last

primary contingent relationship to owner _____ allocation _____%

date of birth _____ ssn/tin _____
mm/dd/yyyy 000-00-0000

name _____
first, middle initial, last

primary contingent relationship to owner _____ allocation _____%

date of birth _____ ssn/tin _____
mm/dd/yyyy 000-00-0000

Special instructions, *continued* (attach separate sheet to add additional instructions)

