

<i>SERFF Tracking Number:</i>	<i>HLIN-127663711</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Heritage Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49996</i>
<i>Company Tracking Number:</i>	<i>11-A1011</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.003 Single Premium</i>
<i>Product Name:</i>	<i>SPDIA</i>		
<i>Project Name/Number:</i>	<i>SPDIA/11-A1011</i>		

Filing at a Glance

Company: Heritage Life Insurance Company

Product Name: SPDIA

TOI: A02I Individual Annuities- Deferred Non-Variable

Sub-TOI: A02I.003 Single Premium

Filing Type: Form

SERFF Tr Num: HLIN-127663711

SERFF Status: Closed-Approved-Closed

Co Tr Num: 11-A1011

Authors: Therese Pitcavage,
Thomas Berry, Alex Lempiner,
Richard Cooper, Dee Sinkoe
Date Submitted: 10/10/2011

State: Arkansas

State Tr Num: 49996

State Status: Approved-Closed

Reviewer(s): Linda Bird

Disposition Date: 10/14/2011

Disposition Status: Approved-Closed

Implementation Date:

Implementation Date Requested:

State Filing Description:

General Information

Project Name: SPDIA

Project Number: 11-A1011

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Deemer Date:

Submitted By: Therese Pitcavage

Filing Description:

The above referenced forms are being submitted for your review and approval. No part of this filing contains any unusual or possibly controversial items from normal company or industry standards. These documents are final printed versions. The Contract is a new form and will not replace any form currently on file with your department.

Form 11-A1011 is a single premium deferred income annuity contract, which means that in exchange for the single premium, HLIC will make income payments beginning on the Payment Start Date, subject to provisions of the contract. The payments are made in the amount and at the payment frequency shown on the Schedule Page. This contract does not have cash or surrender values or death benefits.

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 10/14/2011

State Status Changed: 10/14/2011

Created By: Dee Sinkoe

Corresponding Filing Tracking Number:

SERFF Tracking Number: HLIN-127663711 State: Arkansas
 Filing Company: Heritage Life Insurance Company State Tracking Number: 49996
 Company Tracking Number: 11-A1011
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
 Variable
 Product Name: SPDIA
 Project Name/Number: SPDIA/11-A1011

Form 11-A1010A is an Individual Single Premium Deferred Income Annuity Application to be used with the above mentioned contract.

A Guaranty Association Notice will be given to each contractholder upon contract delivery.

The information required by 23-79-138, as further described in Bulletin 15-2009, will accompany this contract when the contract is delivered.

Other forms included with this submission include a Readability Certification, Statement of Variability, Actuarial Memorandum and Authorization to File letter.

Company and Contact

Filing Contact Information

Therese Pitcavage, tpitcavage@hlic-us.com
 7111 Valley Green Road 215-381-3837 [Phone]
 Ft. Washington, PA 19034

Filing Company Information

Heritage Life Insurance Company CoCode: 64394 State of Domicile: Arizona
 7111 Valley Green Road Group Code: Company Type:
 Fort Washington, PA 19034 Group Name: State ID Number:
 (877) 898-9494 ext. [Phone] FEIN Number: 86-0165716

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? No
 Fee Explanation: 50/form x 2 = 100
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Heritage Life Insurance Company	\$100.00	10/10/2011	52652976

SERFF Tracking Number: HLIN-127663711 State: Arkansas
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Company Tracking Number: 11-A1011
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable
Product Name: SPDIA
Project Name/Number: SPDIA/11-A1011

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	10/14/2011	10/14/2011

SERFF Tracking Number: HLIN-127663711 State: Arkansas
 Filing Company: Heritage Life Insurance Company State Tracking Number: 49996
 Company Tracking Number: 11-A1011
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
 Variable
 Product Name: SPDIA
 Project Name/Number: SPDIA/11-A1011

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Authorization Letter		Yes
Supporting Document	Certification		Yes
Form	Single Premium Deferred Income Annuity Contract		Yes
Form	Individual Single Premium Deferred Income Annuity Application		Yes

SERFF Tracking Number: HLIN-127663711 State: Arkansas
 Filing Company: Heritage Life Insurance Company State Tracking Number: 49996
 Company Tracking Number: 11-A1011
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
 Variable
 Product Name: SPDIA
 Project Name/Number: SPDIA/11-A1011

Form Schedule

Lead Form Number: 11-A1011

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	11-A1011	Policy/Contract/Individual Annuity Contract Certificate	Initial		52.300	11-A1011 HLIC DIA Contract.pdf
	11-A1010A	Application/Individual Single Enrollment Form Premium Deferred Income Annuity Application	Initial		52.300	Generic_SPD IA_Heritage_Application20110810.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 DEFERRED INCOME ANNUITY CONTRACT

This Contract does not provide access to funds prior to the Payment Start Date. No death benefit is available to a Beneficiary if an Owner or the last Annuitant dies prior to the Payment Start Date. This Contract has no death benefit or cash surrender value.

This is a legal Contract between the Owner (sometimes referred to in this Contract as “you” and “your”) and Heritage Life Insurance Company (referred to in this Contract as “Company”, “our”, “us”, and “we”).

This Contract is issued in consideration of the Purchase Payment. The Company will make Annuity Payments in the amount and on the due dates specified in the schedule of benefits.

To obtain information about your Contract, or if you need help resolving a complaint, please call [(877)-898-9494].

READ YOUR CONTRACT CAREFULLY

Riders providing supplemental benefits or contract changes (if any) and a copy of the application follow Page 7.

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

Important: You have purchased an annuity contract. Carefully review it for limitations. You may cancel this Contract within [10] days after you receive it by returning it to us or to the agent who sold you this Contract. Canceling this Contract will void it from the beginning, and we will promptly refund the Purchase Payment made for this Contract, less any amounts we have paid.

Non-participating (No Dividends).

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SCHEDULE OF BENEFITS FOR CONTRACT NUMBER: [123456789]

Owner: [John Doe]

[Joint Owner: Jane Doe]

Annuitant: [John Doe]

Annuitant's Date of Birth and Gender: [October 1, 1956 Male]

[Joint Annuitant: Jane Doe]

[Joint Annuitant's Date of Birth and Gender: November 1, 1956 Female]

Contract Date: [August 1, 2011]

Single Premium: \$[10,000.00]

Payment Start Date: [October 1, 2031]

Annuity Form: **[Joint and Survivor with Period Certain:** We will make Annuity Payments to the Payee at the Payment Frequency during the period beginning on the Payment 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 or (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 Annuity Payment Amount shall be reduced as shown on this schedule page. After the Period Certain End Date, no Annuity Payments will be made at any time after the death of both the Annuitant and Joint Annuitant.]

Annuity 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: September 1, 2041]

Beneficiary: [Jane Doe]

Contingent Beneficiary: [John Doe]

Issue State: [State]

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

Riders & Endorsements: [None]

DEFINITIONS

Annuitant	The natural person named in the application on whose age and gender the amount of the Annuity Payments is based. There may be a Joint Annuitant. If so, we used age and gender of both Annuitants to determine the amount of Annuity Payments. The Annuitant or Joint Annuitant cannot be changed after the Contract Date.
Annuity Payments	A series of periodic payments under this Contract that begin only if an Annuitant is alive on the Payment Start Date and continue for a specified period of time. The Annuity Payments are shown in the schedule of benefits.
Beneficiary	The person or entity named by you that is entitled to receive any payments due under this Contract upon or following the death of the last Annuitant. There may be more than one primary Beneficiary and more than one contingent Beneficiary.
Contract	This Single Premium Deferred Income Annuity described herein.
Owner	The person or entity named in the application that has all rights under this Contract. There may be Joint Owners. Any Joint Owner must be the spouse of the other Joint Owner. Each Joint Owner has equal ownership rights and those rights must be exercised jointly. Ownership may be changed by absolute assignment. See "Assignment" provision below.
Payee	The person named by you to receive Annuity Payments under this Contract. If you do not name a Payee, the Payee is the Annuitant.
Payment Start Date	The date of the first scheduled Annuity Payment as shown in the application and the schedule of benefits. The Payment Start Date cannot be changed after the Contract Date.
Purchase Payment	The single payment made to the Company under this Contract by or on behalf of the Owner. The Purchase Payment becomes part of the general account of the Company and will not be segregated from our other assets.

GENERAL PROVISIONS

Assignment	An absolute assignment will make the assignee the Owner of this Contract. We are not responsible for the validity of any assignment. Unless otherwise specified by the Owner, an assignment shall take effect on the date the notice of assignment is signed, subject to any payments made or actions taken by us prior to our receipt and recording of the notice.
Beneficiary	<p>While the Annuitant is living, the Owner may request to change the Beneficiary by sending us a signed and dated written request in a form acceptable to us. Unless otherwise specified by the Owner, the change will become effective as of the date the request is signed by the Owner, subject to any payments made or actions taken by us prior to our receipt of the request.</p> <p>If two or more Beneficiaries are named and their interests are not specified, their interests shall be separate and equal.</p>

The Owner may make the Beneficiary designation irrevocable by notifying us in writing. The Owner may change an irrevocable Beneficiary only with that Beneficiary's written consent.

Once an individual Beneficiary has received any Annuity Payments that Beneficiary may name a new Payee for any subsequent Annuity Payments or portion thereof which that Beneficiary would otherwise receive.

Communications All written communications will be addressed to the Owner or the Annuitant, as the case may be, at the address on file with us. All written communication to us must be addressed to our Administrative Office at the address shown on the Contract cover.

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

Contract Amendments The terms and conditions of this Contract may be amended by written agreement between you and us. All agreements must be written endorsements or amendments and signed by one of our authorized officers. No other person may change any of the terms or conditions of this Contract.

We may unilaterally amend the provisions of this Contract as required to conform to any state or federal law that affects this Contract. Such change is effective on the date shown on the amendment or endorsement.

Death Prior to Payment Start Date If an Owner or the last Annuitant dies prior to the Payment Start Date, this Contract will terminate, no death benefit will be paid, and no Annuity Payments will be made, except as follows:

- If a Joint Owner or the sole designated Beneficiary is the surviving spouse of the deceased Owner, and an Annuitant is living, the aforementioned surviving spouse may opt to continue this Contract in force as the new Owner.

Death On or After Payment Start Date If the last Annuitant dies on or after the Payment Start Date, and this Contract has not terminated prior to the date of that death, any remaining guaranteed Annuity Payments, as indicated on the application and schedule of benefits, will be paid:

- To the primary Beneficiary, if living, otherwise;
- To the contingent Beneficiary, if living, otherwise;
- To that Annuitant's estate.

Upon death of an Owner on or after the Payment Start Date, any remaining Annuity Payments will be paid at least as rapidly as under the method of distribution in effect on the date of death, and the Beneficiary will have any remaining rights of ownership thereafter.

Entire Contract The entire agreement between you and us consists of this Contract, the schedule of benefits, the application, and any endorsements, riders or amendments. All statements made by the applicant in the application will, in the absence of fraud, be deemed representations and not warranties.

Evidence of Survival	When any payment under this Contract depends upon the Owner or Annuitant being alive on a given date, we may require proof that the Owner or Annuitant is living. Such proof may be required before we make the payment.
Incontestability	This policy is incontestable from the Contract Date.
Loans	No loans are allowed from this Contract.
Misstatements	<p>We may require proof of the age of the Annuitant before making any payment.</p> <p>If the age or sex of any Annuitant has been misstated, Annuity Payments under this Contract will be based on the correct information.</p> <p>Once Annuity Payments have begun, any resulting underpayment will be made up in one sum with the next Annuity Payment. Any resulting overpayment will be deducted from future Annuity Payments until the total is repaid. Interest will be credited on underpayments or charged for overpayments, as the case may be, at an annual effective rate of 3%.</p>
Non-Participating	This Contract will not share in any distribution of our profits, losses, or surplus.
Owner not a Natural Person	If the Owner is a non-natural person or a trust and ceases to exist for any reason, we will administer the Contract as if a natural Owner had died.
Payee	The Owner may request to change the Payee by sending us a signed and dated written request in a form acceptable to us. Unless otherwise specified by the Owner, the change will become effective as of the date the request is signed by the Owner, subject to any payments made or actions taken by us prior to our receipt of the request.
Payments	All amounts paid under this Contract will be in lawful money of the United States of America.
Proof of Death Required	<p>Upon the death of any person whose life affects the amount or direction of any payment, we will require that proof of death be submitted before any payment is released to the Beneficiary or any other person. Proof of death includes:</p> <ul style="list-style-type: none"> • A certified death certificate; or • A certified decree of a court of competent jurisdiction as to the finding of death; or • Any other document that we deem appropriate.
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.
Report	<p>At least annually, we will deliver a report to the Owner advising of the status of this Contract as of a date not more than four months prior to the date of mailing. The report shall contain the beginning and end dates of the current report period; the Purchase Payment, Annuity Payment, Payment Start Date, and form of annuity under which payments are made.</p> <p>Additional status reports are available on request, for a charge of not more than \$25 per report.</p>

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

Termination of Contract

Unless this Contract is terminated as a result of the death of an Owner or an Annuitant, all provisions under this Contract will continue in force until the last Annuity Payment set forth in the schedule of benefits has been made, at which time this Contract will terminate.

Withdrawals

No withdrawals are allowed from this Contract.

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 to us please give the contract number, and the Owner's full name and address.

SINGLE PREMIUM DEFERRED INCOME ANNUITY CONTRACT

This Contract does not provide access to funds prior to the Payment Start Date. No death benefit is available to a Beneficiary if an Owner or the last Annuitant dies prior to the Payment Start Date. This Contract has no death benefit or cash surrender value.

Non-participating (No Dividends).

INDIVIDUAL SINGLE PREMIUM DEFERRED INCOME ANNUITY APPLICATION

(please print clearly)

OWNER INFORMATION

1. Owner/Annuitant (if a non-natural owner, please complete sections three and 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 emailaddress@domain.com

address _____
street, city, state, zip

2. Joint owner/Joint Annuitant (if applicable, must be spouse of the 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 emailaddress@domain.com

address _____
street, city, state, zip

3. Annuitant (complete only if a non-natural 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 emailaddress@domain.com

address _____
street, city, state, zip

4. Joint annuitant (if applicable, must be spouse of the annuitant; not applicable if non-natural 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 emailaddress@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 emailaddress@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 you indicate otherwise, ownership rights will be divided equally among all persons named as primary beneficiary and who survive the owner or annuitant, as applicable, but if none survive, equally among all persons named as contingent beneficiary and who survive the owner or annuitant, as applicable. *(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)*

- 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

Payment start date _____
mm/dd/yyyy

9. Purchase 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 to the best of my knowledge and belief. 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 Heritage Life Insurance Company has no liability until a contract is issued and accepted by the owner and the single premium is paid in full while each proposed owner and annuitant is alive.

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

SPECIAL NOTICES AND FRAUD WARNINGS

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

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.

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 is 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)

SERFF Tracking Number: HLIN-127663711 State: Arkansas
 Filing Company: Heritage Life Insurance Company State Tracking Number: 49996
 Company Tracking Number: 11-A1011
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
 Variable
 Product Name: SPDIA
 Project Name/Number: SPDIA/11-A1011

Supporting Document Schedules

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

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: The application is new and attached to the form schedule		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Acturial Memo		
Comments:		
Attachment: AR Actuarial Memorandum.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variabilty		
Comments:		
Attachments: Generic DIA Statement of Variability.pdf 11-A1011 HLIC DIA Contract annotated.pdf Annotated_Generic_SPDIA_Heritage_Application.pdf		

	Item Status:	Status Date:

SERFF Tracking Number: HLIN-127663711 State: Arkansas
Filing Company: Heritage Life Insurance Company State Tracking Number: 49996
Company Tracking Number: 11-A1011
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable
Product Name: SPDIA
Project Name/Number: SPDIA/11-A1011
Satisfied - Item: Authorization Letter
Comments:
Attachment:
General Authorization Letter for SKM Inc_20110329.pdf

Item Status: **Status**
Date:

Satisfied - Item: Certification
Comments:
Attachment:
HLIC DIA AR Certification of Compliance 20111007.pdf

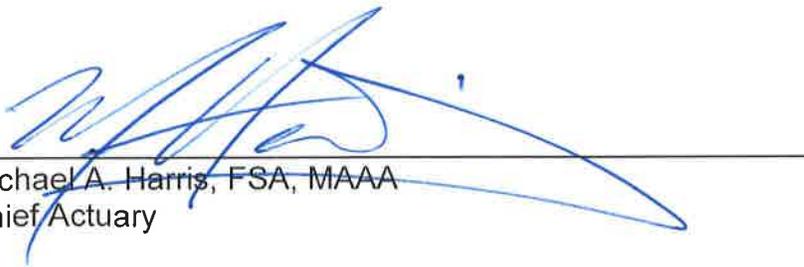
READABILITY CERTIFICATION

RE: HERITAGE LIFE INSURANCE COMPANY
(Company Name)

This is to certify that the form(s) referenced below is/are in compliance with the readability requirements of your state.

The Flesch Reading Ease Test was applied to each form in its entirety. All titles, major headings and subheadings, mandated language, some defined terms and all tables were excluded. The Policy Form and Application were scored together as follows:

<u>Form Number</u>	<u>Words</u>	<u>Sentences</u>	<u>Syllables</u>	<u>Flesch Score</u>
Single Premium Immediate Annuity Contract:				
11-A1011	1705	94	2617	
Single Premium Immediate Annuity Application:				
11-A1010A	774	33	1332	
TOTAL	2479	127	3949	52.3

BY: 
Michael A. Harris, FSA, MAAA
Chief Actuary

**HERITAGE LIFE INSURANCE COMPANY
STATEMENT OF VARIABILITY**

**11-A1011 SINGLE PREMIUM DEFERRED INCOME ANNUITY CONTRACT
AND
11-A1010A INDIVIDUAL SINGLE PREMIUM DEFERRED INCOME ANNUITY
APPLICATION**

Form 11-A1011, Single Premium Deferred Income Annuity Contract

0. Not used.
1. Company Logo – The Heritage Life logo is shown as variable to accommodate changes that may occur at some later time, and/or any applicable variations that may be required by jurisdiction.
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. Payment Start Date – Will insert the Payment Start Date. This will match the information on the Application.

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

Joint and Survivor: We will make Annuity Payments to the Payee at the Payment Frequency during the period beginning on the Payment 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 Annuity Payment Amount shall be reduced as shown on this schedule page. No Annuity 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 Annuity Payments to the Payee at the Payment Frequency during the period beginning on the Payment Start Date and ending on the date that is the later of (x) the date the Annuitant is no longer surviving or (y) the Period Certain End Date. After the Period Certain End Date, no Annuity Payments will be made at any time after the death of the Annuitant.

Period Certain Only: We will make Annuity Payments to the Payee at the Payment Frequency during the period beginning on the Payment 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 Annuity Payments to the Payee at the Payment Frequency during the period beginning on the Payment 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 or (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 Annuity Payment Amount shall be reduced as shown on this schedule page. After the Period Certain End Date, no Annuity Payments will be made at any time after the death of both the Annuitant and Joint Annuitant.

Cash Refund: We will make Annuity Payments to the Payee at the Payment Frequency during the period beginning on the Payment 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 Annuity Payments made to the Payee, paid in a single lump sum.

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

17. Annuity Payment Amount – Will insert the Annuity 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 Payment 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 11-A1010A, Individual Single Premium Deferred Income 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. Not used
33. 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.

1



Heritage Life Insurance Company

2

Home Office: Phoenix, Arizona

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

3

Phone: [877-898-9494][, E-Mail Address: tbd@Heritagegroup.com][, www.heritagegroup.com]

SINGLE PREMIUM DEFERRED INCOME ANNUITY CONTRACT

This Contract does not provide access to funds prior to the Payment Start Date. No death benefit is available to a Beneficiary if an Owner or the last Annuitant dies prior to the Payment Start Date. This Contract has no death benefit or cash surrender value.

This is a legal Contract between the Owner (sometimes referred to in this Contract as “you” and “your”) and Heritage Life Insurance Company (referred to in this Contract as “Company”, “our”, “us”, and “we”).

This Contract is issued in consideration of the Purchase Payment. The Company will make Annuity Payments in the amount and on the due dates specified in the schedule of benefits.

To obtain information about your Contract, or if you need help resolving a complaint, please call [(877)-898-9494].

READ YOUR CONTRACT CAREFULLY

Riders providing supplemental benefits or contract changes (if any) and a copy of the application follow Page 7.

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		Secretary	

5

Right to Examine Contract

Important: You have purchased an annuity contract. Carefully review it for limitations. You may cancel this Contract within [10] days after you receive it by returning it to us or to the agent who sold you this Contract. Canceling this Contract will void it from the beginning, and we will promptly refund the Purchase Payment made for this Contract, less any amounts we have paid.

Non-participating (No Dividends).

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6 **SCHEDULE OF BENEFITS FOR CONTRACT NUMBER: [123456789]**

7	Owner:	[John Doe]
8	[Joint Owner:	Jane Doe]
9	Annuitant:	[John Doe]
10	Annuitant's Date of Birth and Gender:	[October 1, 1956 Male]
11	[Joint Annuitant:	Jane Doe]
12	[Joint Annuitant's Date of Birth and Gender:	November 1, 1956 Female]
13	Contract Date:	[August 1, 2011]
14	Single Premium:	[\$10,000.00]
15	Payment Start Date:	[October 1, 2031]
16	Annuity Form:	[Joint and Survivor with Period Certain: We will make Annuity Payments to the Payee at the Payment Frequency during the period beginning on the Payment 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 or (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 Annuity Payment Amount shall be reduced as shown on this schedule page. After the Period Certain End Date, no Annuity Payments will be made at any time after the death of both the Annuitant and Joint Annuitant.]
17	Annuity 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.]
18	Payment Frequency:	[Monthly]
19	[Period Certain:	10 years]
20	[Period Certain End Date:	September 1, 2041]
21	Beneficiary:	[Jane Doe]
22	Contingent Beneficiary:	[John Doe]
23	Issue State:	[State]
24	Insurance Department Telephone Number:	[123-456-7890]
25	Riders & Endorsements:	[None]

DEFINITIONS

Annuitant	The natural person named in the application on whose age and gender the amount of the Annuity Payments is based. There may be a Joint Annuitant. If so, we used age and gender of both Annuitants to determine the amount of Annuity Payments. The Annuitant or Joint Annuitant cannot be changed after the Contract Date.
Annuity Payments	A series of periodic payments under this Contract that begin only if an Annuitant is alive on the Payment Start Date and continue for a specified period of time. The Annuity Payments are shown in the schedule of benefits.
Beneficiary	The person or entity named by you that is entitled to receive any payments due under this Contract upon or following the death of the last Annuitant. There may be more than one primary Beneficiary and more than one contingent Beneficiary.
Contract	This Single Premium Deferred Income Annuity described herein.
Owner	The person or entity named in the application that has all rights under this Contract. There may be Joint Owners. Any Joint Owner must be the spouse of the other Joint Owner. Each Joint Owner has equal ownership rights and those rights must be exercised jointly. Ownership may be changed by absolute assignment. See "Assignment" provision below.
Payee	The person named by you to receive Annuity Payments under this Contract. If you do not name a Payee, the Payee is the Annuitant.
Payment Start Date	The date of the first scheduled Annuity Payment as shown in the application and the schedule of benefits. The Payment Start Date cannot be changed after the Contract Date.
Purchase Payment	The single payment made to the Company under this Contract by or on behalf of the Owner. The Purchase Payment becomes part of the general account of the Company and will not be segregated from our other assets.

GENERAL PROVISIONS

Assignment	An absolute assignment will make the assignee the Owner of this Contract. We are not responsible for the validity of any assignment. Unless otherwise specified by the Owner, an assignment shall take effect on the date the notice of assignment is signed, subject to any payments made or actions taken by us prior to our receipt and recording of the notice.
Beneficiary	<p>While the Annuitant is living, the Owner may request to change the Beneficiary by sending us a signed and dated written request in a form acceptable to us. Unless otherwise specified by the Owner, the change will become effective as of the date the request is signed by the Owner, subject to any payments made or actions taken by us prior to our receipt of the request.</p> <p>If two or more Beneficiaries are named and their interests are not specified, their interests shall be separate and equal.</p>

The Owner may make the Beneficiary designation irrevocable by notifying us in writing. The Owner may change an irrevocable Beneficiary only with that Beneficiary's written consent.

Once an individual Beneficiary has received any Annuity Payments that Beneficiary may name a new Payee for any subsequent Annuity Payments or portion thereof which that Beneficiary would otherwise receive.

Communications All written communications will be addressed to the Owner or the Annuitant, as the case may be, at the address on file with us. All written communication to us must be addressed to our Administrative Office at the address shown on the Contract cover.

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

Contract Amendments The terms and conditions of this Contract may be amended by written agreement between you and us. All agreements must be written endorsements or amendments and signed by one of our authorized officers. No other person may change any of the terms or conditions of this Contract.

We may unilaterally amend the provisions of this Contract as required to conform to any state or federal law that affects this Contract. Such change is effective on the date shown on the amendment or endorsement.

Death Prior to Payment Start Date If an Owner or the last Annuitant dies prior to the Payment Start Date, this Contract will terminate, no death benefit will be paid, and no Annuity Payments will be made, except as follows:

- If a Joint Owner or the sole designated Beneficiary is the surviving spouse of the deceased Owner, and an Annuitant is living, the aforementioned surviving spouse may opt to continue this Contract in force as the new Owner.

Death On or After Payment Start Date If the last Annuitant dies on or after the Payment Start Date, and this Contract has not terminated prior to the date of that death, any remaining guaranteed Annuity Payments, as indicated on the application and schedule of benefits, will be paid:

- To the primary Beneficiary, if living, otherwise;
- To the contingent Beneficiary, if living, otherwise;
- To that Annuitant's estate.

Upon death of an Owner on or after the Payment Start Date, any remaining Annuity Payments will be paid at least as rapidly as under the method of distribution in effect on the date of death, and the Beneficiary will have any remaining rights of ownership thereafter.

Entire Contract The entire agreement between you and us consists of this Contract, the schedule of benefits, the application, and any endorsements, riders or amendments. All statements made by the applicant in the application will, in the absence of fraud, be deemed representations and not warranties.

Evidence of Survival	When any payment under this Contract depends upon the Owner or Annuitant being alive on a given date, we may require proof that the Owner or Annuitant is living. Such proof may be required before we make the payment.
Incontestability	This policy is incontestable from the Contract Date.
Loans	No loans are allowed from this Contract.
Misstatements	<p>We may require proof of the age of the Annuitant before making any payment.</p> <p>If the age or sex of any Annuitant has been misstated, Annuity Payments under this Contract will be based on the correct information.</p> <p>Once Annuity Payments have begun, any resulting underpayment will be made up in one sum with the next Annuity Payment. Any resulting overpayment will be deducted from future Annuity Payments until the total is repaid. Interest will be credited on underpayments or charged for overpayments, as the case may be, at an annual effective rate of 3%.</p>
Non-Participating	This Contract will not share in any distribution of our profits, losses, or surplus.
Owner not a Natural Person	If the Owner is a non-natural person or a trust and ceases to exist for any reason, we will administer the Contract as if a natural Owner had died.
Payee	The Owner may request to change the Payee by sending us a signed and dated written request in a form acceptable to us. Unless otherwise specified by the Owner, the change will become effective as of the date the request is signed by the Owner, subject to any payments made or actions taken by us prior to our receipt of the request.
Payments	All amounts paid under this Contract will be in lawful money of the United States of America.
Proof of Death Required	<p>Upon the death of any person whose life affects the amount or direction of any payment, we will require that proof of death be submitted before any payment is released to the Beneficiary or any other person. Proof of death includes:</p> <ul style="list-style-type: none"> • A certified death certificate; or • A certified decree of a court of competent jurisdiction as to the finding of death; or • Any other document that we deem appropriate.
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.
Report	<p>At least annually, we will deliver a report to the Owner advising of the status of this Contract as of a date not more than four months prior to the date of mailing. The report shall contain the beginning and end dates of the current report period; the Purchase Payment, Annuity Payment, Payment Start Date, and form of annuity under which payments are made.</p> <p>Additional status reports are available on request, for a charge of not more than \$25 per report.</p>

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

Termination of Contract

Unless this Contract is terminated as a result of the death of an Owner or an Annuitant, all provisions under this Contract will continue in force until the last Annuity Payment set forth in the schedule of benefits has been made, at which time this Contract will terminate.

Withdrawals

No withdrawals are allowed from this Contract.

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.

2 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:

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

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

SINGLE PREMIUM DEFERRED INCOME ANNUITY CONTRACT

This Contract does not provide access to funds prior to the Payment Start Date. No death benefit is available to a Beneficiary if an Owner or the last Annuitant dies prior to the Payment Start Date. This Contract has no death benefit or cash surrender value.

Non-participating (No Dividends).

INDIVIDUAL SINGLE PREMIUM DEFERRED INCOME ANNUITY APPLICATION

(please print clearly)

OWNER INFORMATION

1. Owner/Annuitant (if a non-natural owner, please complete sections three and 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 emailaddress@domain.com

address _____
street, city, state, zip

2. Joint owner/Joint Annuitant (if applicable, must be spouse of the 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 emailaddress@domain.com

address _____
street, city, state, zip

3. Annuitant (complete only if a non-natural 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 emailaddress@domain.com

address _____
street, city, state, zip

4. Joint annuitant (if applicable, must be spouse of the annuitant; not applicable if non-natural 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 emailaddress@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 emailaddress@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 you indicate otherwise, ownership rights will be divided equally among all persons named as primary beneficiary and who survive the owner or annuitant, as applicable, but if none survive, equally among all persons named as contingent beneficiary and who survive the owner or annuitant, as applicable. *(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

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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)*

30

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

100% 66% 50% other _____%

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Refund Annuity *(if elected, select form of refund)*

Cash Refund Installment Refund

8. Payment frequency monthly quarterly semi-annually annually

Payment start date _____
mm/dd/yyyy

9. Purchase 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 to the best of my knowledge and belief. 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 Heritage Life Insurance Company has no liability until a contract is issued and accepted by the owner and the single premium is paid in full while each proposed owner and annuitant is alive.

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

SPECIAL NOTICES AND FRAUD WARNINGS

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

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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.

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 is 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)

29 March 2011

Re: Letter of Authorization

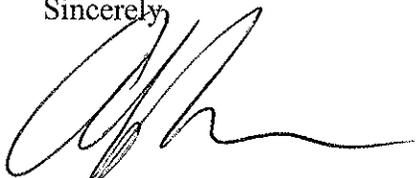
Dear State Regulator:

We hereby authorize:

Sandra K. Meltzer & Associates, Inc.
1925 Century Boulevard, Suite 1
Atlanta, Georgia 30345

to carry out the state filings (including the District of Columbia) on behalf of Heritage Life Insurance Company. This authorization is to be used with the filing of annuity products and associated forms which may consist of but are not limited to, endorsements, applications, certificates and rider forms.

Sincerely,

A handwritten signature in black ink, appearing to read 'AL', with a long horizontal flourish extending to the right.

Alex Lempiner
General Counsel

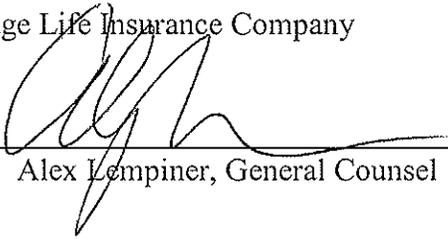
HERITAGE LIFE INSURANCE COMPANY

Re: Policy, Form No. 11-A1011
Application Forms 11-A1010A

With respect to submission of the above-referenced forms, Heritage Life Insurance Company hereby agrees that the Company will comply with the requirements of Rule 19, concerning Unfair Sex Discrimination in the Sale of Insurance, when marketing these forms in the State of Arkansas.

Heritage Life Insurance Company

By



Alex Lempiner, General Counsel