

SERFF Tracking Number: JACK-127654391 State: Arkansas  
Filing Company: Jackson National Life Insurance Company State Tracking Number: 50006  
Company Tracking Number: VA650 ET AL  
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium  
Variable and Variable  
Product Name: Individual Deferred Variable and Fixed Annuity Contract  
Project Name/Number: Individual Deferred Variable and Fixed Annuity Contract/VA650 ET AL

## Filing at a Glance

Company: Jackson National Life Insurance Company

Product Name: Individual Deferred Variable and SERFF Tr Num: JACK-127654391 State: Arkansas

Fixed Annuity Contract

TOI: A02.11 Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 50006

Variable and Variable Closed

Sub-TOI: A02.11.002 Flexible Premium

Co Tr Num: VA650 ET AL

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Julia Braem, Jamie Cook, Disposition Date: 10/18/2011

Julie Hughes, Lynda Neese, Lynne

Gerding, Shari McDuffie, Sarah

Hernandez, Lisa Holzer

Date Submitted: 10/11/2011

Disposition Status: Approved-Closed

Implementation Date Requested: 11/28/2011

Implementation Date:

State Filing Description:

## General Information

Project Name: Individual Deferred Variable and Fixed Annuity Contract

Status of Filing in Domicile: Pending

Project Number: VA650 ET AL

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 10/18/2011

State Status Changed: 10/18/2011

Deemer Date:

Created By: Lynne Gerding

Submitted By: Lisa Holzer

Corresponding Filing Tracking Number: VA650 ET AL

Filing Description:

Submitted for your review and approval are the above referenced forms. We certify that Jackson complies with A.C.A. Statute 23-79-138 and Regulation 49 by providing the required disclosures at time of contract issue. These forms are new and will not replace any other forms currently in use. VA650 is an individual flexible premium deferred variable and fixed annuity contract. Form number VA660 is an individual flexible premium variable annuity contract. Included are the

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pages that will be substituted for pages with sex-distinct provisions when unisex language and values are appropriate due to the contract issued being subject to the Norris decision.

These products are designed to be simplified variable annuity investments, associated by a Liquidity Option, which allows for 100% liquidity of the contract. One application will be used for both contracts. Form VA650 will be issued to Owners who do not elect the Liquidity Option on the application. Form VA660 will be issued to Owners who do elect the Liquidity Option.

Both contract options are ideal for Owners who want to prepare financially for retirement and want to generate funds with long-term aggressive growth strategies. They offer a robust set of investment options which primarily include active funds, a variety of asset allocation funds, and most notably a wide range of alternative funds. Offering these funds in a variable annuity provides the potential for the underlying investments to accumulate faster than taxable investments earning the same rate.

The contracts differ in the means by which funds may be invested and withdrawn.

Key features of Contract VA650:

- The contract offers its Owner two major categories of contract investment options to allocate funds: Investment Divisions of the Separate Account and Fixed Account Options.
- The Fixed Account Minimum Interest Rate will be redetermined each October and will take effect the following year on the Contract's Redetermination Date. The calculation of this redetermination is outlined in the Statement of Actuarial Basis.
- The contract provides cash surrender benefits. Premiums may be withdrawn from the contract value; however there is a charge for withdrawals based on a 5 year Withdrawal Charge schedule.
- For Owners who have reached the attained age of 88 or greater, upon a partial or full withdrawal, the withdrawal charge percentage will be the lesser of the Withdrawal Charge percentage or the Maximum Withdrawal Charge Percentage listed on the Contract Data Page.

Key features of Contract VA660:

- The contract allows the Owner to allocate premiums and earnings to one or more Investment Divisions.
- There is no Fixed Account Option associated with the contract.
- The contract provides cash surrender benefits. Premiums may be withdrawn from the contract value at no charge at the time of withdrawal; however an additional annual charge will be assessed for this benefit.

Neither product will offer additional optional benefits.

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A readability certification has not been included with this submission, as these forms are regulated as a security by the Securities and Exchange Commission and are not subject to readability requirements. These forms will be issued by Jackson National Life Insurance Company, and will be marketed to the general public by appropriately licensed registered representatives through broker/dealers and financial institutions. The issue ages for both contracts are currently 0 to 85, but are subject to change based on business needs.

The application to be used with these contracts is new and is being filed as individual matrix pages 1-6. The six application pages submitted make up the entire application. Jackson is taking the new approach of filing the application this manor to allow us greater flexibility in building and maintaining our application in the ever changing business and regulatory environment. The application pages are included with this filing for your approval. The application contains fraud language that is specific to individual states. The language is clearly identified as to those states.

These forms were filed in our domicile state on October 10, 2011. To the best of our knowledge and belief the provisions of the contract and application comply with applicable laws and regulations of your jurisdiction. With regard to Regulation 19, Jackson National Life hereby certifies that we do NOT discriminate based on sex in the sale of insurance. With regard to Regulation 6, we have reviewed and certify that we are in compliance.

We will receive customer information required to issue a contract from an agent, broker, or financial representative. This information may be forwarded to us by facsimile, telephone, or electronically via the Internet, an extranet, or secure network. We would then issue the annuity contract based upon the information received from the agent, broker or financial representative. The annuity contract, including any contract data page, would then be delivered to the customer. We will maintain appropriate procedures to ensure the truth and accuracy of customer information received from the agent, broker or financial representative.

We will use this application in electronic environments, including laptop and a web based application process. We will secure both the integrity of applications signed by electronic signature, and the confidentiality of any information transmitted; including transmission of information via secured socket layer/secured line. Information contained in the application will be transmitted to Company's administrative office electronically as well as the electronic signature of the Owner/Applicant. Current technology will be used to ensure that the confidential information is not compromised. All processes used will comply with the Uniform Electronic Transactions Act, and to the extent applicable, the Federal ESIGN Act.

Variables within these forms have been bracketed and generally consist of names, dates and numbers. This form, when issued, may vary in line breaks due to the removal of brackets, as well as format, paper size, border and Company logo. We will correct any minor typographical error that may be identified after filing. Additionally, a small square bar code may be placed in the far bottom left-hand corner.

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Forms may vary somewhat in format, such as the two-sided pages versus one-sided pages. The content of each form will remain exactly as submitted.

We look forward to your favorable review. If I can be of any assistance to you, or if additional information is required, please contact me by telephone at 800/317-7989, by facsimile at 517/706-5522, or by email at pd&sf@jackson.com.

## Company and Contact

### Filing Contact Information

Lisa Holzer, Analyst pd&sf@jackson.com  
 1 Corporate Way 800-317-7989 [Phone]  
 Lansing, MI 48951 517-706-5522 [FAX]

### Filing Company Information

Jackson National Life Insurance Company CoCode: 65056 State of Domicile: Michigan  
 1 Corporate Way Group Code: 918 Company Type:  
 Lansing, MI 48915 Group Name: State ID Number:  
 (800) 317-7989 ext. [Phone] FEIN Number: 38-1659835

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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$500.00  
 Retaliatory? No  
 Fee Explanation: \$50.00 per form - 10 forms  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Jackson National Life Insurance Company	\$500.00	10/11/2011	52702883

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	10/18/2011	10/18/2011

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## **Disposition**

Disposition Date: 10/18/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	No	No
Supporting Document	Application	Yes	Yes
Supporting Document	Life & Annuity - Actuarial Memo	No	No
Supporting Document	Statement of Variability	Yes	Yes
Form	Individual Deferred Variable and Fixed Annuity Contract	Yes	Yes
Form	Unisex Contract Insert Pages	Yes	Yes
Form	Individual Deferred Variable Annuity Contract	Yes	Yes
Form	Unisex Contract Insert Pages	Yes	Yes
Form	Variable and Fixed Annuity Application - Matrix Page 1	Yes	Yes
Form	Variable and Fixed Annuity Application - Matrix Page 2	Yes	Yes
Form	Variable and Fixed Annuity Application - Matrix Page 3	Yes	Yes
Form	Variable and Fixed Annuity Application - Matrix Page 4	Yes	Yes
Form	Variable and Fixed Annuity Application - Matrix Page 5	Yes	Yes
Form	Variable and Fixed Annuity Application - Matrix Page 6	Yes	Yes

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## Form Schedule

### Lead Form Number: VA650

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	VA650	Policy/Cont Individual Deferred ract/Fratern Variable and Fixed al Annuity Contract Certificate	Initial		0.000	VA650 Contract (D Cover) 10-01-11.pdf
	VA650U	Policy/Cont Unisex Contract ract/Fratern Insert Pages al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	VA650 Unisex Pages 10-01-11.pdf
	VA660	Policy/Cont Individual Deferred ract/Fratern Variable Annuity al Contract Certificate	Initial		0.000	VA660 Contract (D Cover) 10-01-11.pdf
	VA660U	Policy/Cont Unisex Contract ract/Fratern Insert Pages al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	VA660 Unisex Pages 10-01-11.pdf
	VDA 651 03/12	Application/Variable and Fixed Enrollment Annuity Application - Form Matrix Page 1	Initial		0.000	VDA 651 03-12 (10-07-11) bracketed.pdf
	VDA 652	Application/Variable and Fixed	Initial		0.000	VDA 652 03-

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03/12	Enrollment Annuity Application - Form Matrix Page 2			12 (10-07-11) bracketed.pdf
VDA 653 03/12	Application/Variable and Fixed Initial Enrollment Annuity Application - Form Matrix Page 3		0.000	VDA 653 03- 12 (10-07-11) bracketed.pdf
VDA 654 03/12	Application/Variable and Fixed Initial Enrollment Annuity Application - Form Matrix Page 4		0.000	VDA 654 03- 12 (10-07-11) bracketed.pdf
VDA 655 03/12	Application/Variable and Fixed Initial Enrollment Annuity Application - Form Matrix Page 5		0.000	VDA 655 03- 12 (10-07-11) bracketed.pdf
VDA 656 03/12	Application/Variable and Fixed Initial Enrollment Annuity Application - Form Matrix Page 6		0.000	VDA 656 03- 12 (10-07-11) bracketed.pdf

Thank you for choosing Jackson National Life Insurance Company, hereinafter also referred to as "the Company" or "Jackson." If You have any questions, please contact the Company at the Service Center address and telephone number shown on the Contract Data Page.

**THIS ANNUITY CONTRACT IS ISSUED BY THE COMPANY AND IS A LEGAL AGREEMENT BETWEEN THE OWNER ("YOU") AND JACKSON NATIONAL LIFE INSURANCE COMPANY.**

**READ YOUR CONTRACT CAREFULLY.**

**AMOUNTS ALLOCATED TO THE SEPARATE ACCOUNT INVESTMENT DIVISIONS ARE NOT GUARANTEED AND MAY INCREASE OR DECREASE BASED UPON THE INVESTMENT EXPERIENCE OF THE UNDERLYING MUTUAL FUNDS.**

**THE FIXED ACCOUNT OPTIONS ARE SUBJECT TO AN EXCESS INTEREST ADJUSTMENT WHICH MAY INCREASE OR DECREASE AMOUNTS PAYABLE, TRANSFERRED OR WITHDRAWN, BUT THE FIXED ACCOUNT CONTRACT VALUE WILL NEVER DECREASE TO LESS THAN THE SUM OF THE FIXED ACCOUNT MINIMUM VALUES.**

**THE FIXED ACCOUNT CONTRACT VALUE AND DEATH BENEFIT WILL NEVER BE LESS THAN THAT REQUIRED BY THE STATE WHERE THIS CONTRACT WAS ISSUED.**

**NOTICE OF RIGHT TO EXAMINE CONTRACT**

YOU MAY RETURN THIS CONTRACT TO THE SELLING PRODUCER OR THE COMPANY WITHIN [10] DAYS ([30] DAYS IF IT WAS PURCHASED AS A REPLACEMENT CONTRACT) AFTER YOU RECEIVE IT. THE COMPANY WILL REFUND THE CONTRACT VALUE, WITHOUT DEDUCTION FOR ANY SALES CHARGES, FOR THE BUSINESS DAY ON WHICH THE CONTRACT IS RECEIVED AT ITS SERVICE CENTER. UPON SUCH REFUND, THE CONTRACT SHALL BE VOID.

INDIVIDUAL DEFERRED VARIABLE  
AND FIXED ANNUITY CONTRACT  
WITH EXCESS INTEREST ADJUSTMENT  
(FLEXIBLE PREMIUM).  
DEATH BENEFIT AVAILABLE.  
INCOME OPTIONS AVAILABLE.  
NONPARTICIPATING.

**This Contract is signed by the Company**



**President and Chief Executive Officer**



**Secretary**

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## CONTRACT DATA PAGE

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Contract Number: [1234567890]

Owner: [John Doe]

Owner Issue Age: [35]

Joint Owner: [Jane Doe]

Joint Owner Issue Age: [35]

Annuitant: [John Doe]

Annuitant Issue Age: [35]

Joint Annuitant: [Jane Doe]

Joint Annuitant Issue Age: [35]

Initial Premium: [\$5,000]

Issue Date: [February 1, 2012]

Issue State: [Michigan]

Income Date: [February 1, 2072]

Initial Fixed Account [1.00%]

Minimum Interest Rate:

The Fixed Account Minimum Interest Rate will be redetermined on each Redetermination Date, as described under the Accumulation Provisions.

Beneficiary(ies): [Brian Doe]

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**CONTRACT DATA PAGE (CONT'D)**

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**Mortality and Expense Charge:** On an annual basis, this charge equals [0.85%] of the daily net asset value of the Investment Divisions.

**Administration Charge:** On an annual basis, this charge equals [0.15%] of the daily net asset value of the Investment Divisions.

**Total Asset Based Charges:** On an annual basis, the total of all asset based charges is equal to [1.00%] of the daily net asset value of the Investment Divisions.

Asset based charges are deducted daily as part of the Accumulation Unit Value calculation. Total asset based charges include the Mortality and Expense Charge and the Administration Charge.

**Annual Contract Maintenance Charge:** An annual charge of no more than [\$50.00] will be deducted by the Company from those Contracts where the Contract Value is less than [\$50,000] at the time such charge is assessed.

<b>Withdrawal Charge Schedule:</b>	<b>Completed Years Since Receipt of Premium</b>	<b>Withdrawal Charge Percentage</b>
	[0	6.50%
	1	6.00%
	2	5.00%
	3	4.00%
	4	3.00%
	5+	0.00%]

For Owner's age [88] or older, upon a partial or full withdrawal, the Withdrawal Charge Percentage will be the lesser of the Withdrawal Charge Percentage indicated above or the Maximum Withdrawal Charge Percentage listed below. In either case, the Withdrawal Charge Percentage will decrease with each year until no longer applicable.

<b>Contract Anniversary on or after Owner Attains the Age of:</b>	<b>Maximum Withdrawal Charge Percentage</b>
[88	5.50%
89	4.50%
90	3.75%
91	2.75%
92	1.75%
93	0.75%
94+	0.00%]

The Company may reduce or waive the Withdrawal Charge when the Contract is purchased by employees, agents, and financial representatives of the Company or its affiliates. These transactions will be conducted in a non-discriminatory manner and under circumstances that reduce our sales expenses.

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## CONTRACT DATA PAGE (CONT'D)

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**Excess Interest Adjustment:**

Certain payments, transfers and withdrawals from a Fixed Account Option are subject to an Excess Interest Adjustment, the calculation of which may result in an increase or decrease in amounts payable. In no event will a total withdrawal from a Fixed Account Option be less than the Fixed Account Minimum Value. (See Fixed Account section of the Contract for details.)

**Transfer/Transfer Charge:**

A fee of [\$25.00] is charged for each transfer in excess of [15] in any Contract Year. Any Transfer Charge is deducted from the amount transferred prior to the allocation to the new Contract Option. Transfer Charges will not be applied to transfers due to dollar cost averaging or other systematic investment programs provided by the Company, nor will these transfers count against the [15] free transfers allowed in a Contract Year.

Asset allocation service providers must comply with the Company's administrative systems, rules, and procedures.

A transfer will be effective as of the end of the Business Day when the Company receives a transfer request prior to market close in Good Order, otherwise the transfer will be effective as of the end of the next Business Day.

The Company will not be liable for a transfer made in accordance with the Owner's instructions.

**FROM INVESTMENT DIVISION TO INVESTMENT DIVISION.**

Prior to and after the Income Date, You may transfer all or a portion of Your Contract Value in one Investment Division to any available Investment Division(s).

**FROM INVESTMENT DIVISION TO A FIXED ACCOUNT**

**OPTION.** If allowed by the Company, in its sole discretion, prior to the Income Date, You may transfer all or a portion of Your Contract Value in an Investment Division to a Fixed Account Option. The Company, in its sole discretion, may restrict or prohibit this type of transfer at any time on a nondiscriminatory basis.

**FROM A FIXED ACCOUNT OPTION TO AN INVESTMENT**

**DIVISION OR TO A FIXED ACCOUNT OPTION.** If allowed by the Company, in its sole discretion, prior to the Income Date, You may transfer all or a portion of Your Contract Value in a Fixed Account Option to any available Investment Division(s) or to a Fixed Account Option(s), subject to any applicable Excess Interest Adjustment. The Company may restrict, limit or prohibit transfers, in its sole discretion, to or from a Fixed Account Option(s) at any time on a nondiscriminatory basis.

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## CONTRACT DATA PAGE (CONT'D)

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**Premium(s):**

Premiums are flexible. This means that the Owner may change the amounts, frequency or timing of Premiums. The initial Premium must be at least [\$5,000] for Nonqualified Plan Contracts and [\$2,000] for Qualified Plan Contracts. Subsequent Premiums must be at least [\$500] ([\$50] if made in connection with an automatic payment plan). Total Premiums under a Contract may not exceed [\$2,500,000]. However, the Company may waive the minimums or maximums at any time. The Company reserves the right to refuse any Premium payment.

The Owner may allocate Premiums among the Fixed Account Option(s) and Investment Divisions, subject to the approval of the Company, which will be granted in advance on a nondiscriminatory basis. Allocations may be made in any percent from 0% to 100%. The minimum that may be allocated to a Fixed Account Option or an Investment Division is [\$100]. The Company reserves the right to restrict or refuse any Premium allocation to a Fixed Account Option(s) at any time on a nondiscriminatory basis. Any subsequent Premium will be allocated according to Your most recent instructions on file with the Company, provided that each allocation meets the minimums and restrictions described above, regardless of such instructions.

The Company reserves the right to require, in advance, the automatic transfer of amounts allocated to the 1-Year Fixed Account Option to the Investment Division(s) of Your choice in regular installments over a specified period from the date of allocation on a nondiscriminatory basis. A pre-determined amount will be transferred from the 1-Year Fixed Account Option to the Owner selected Investment Division(s) such that at the end of the specified period all amounts in the 1-Year Fixed Account Option will have been transferred. The Company reserves the right to specify in advance the transfer amount, the length of the period, and the transfer frequency over which the transfers will be completed. The funds being transferred will be allocated to the Investment Division(s) elected by You. You may change Your selected Investment Division(s) at any time. These automatic transfers will not count against the [15] free transfers in a Contract Year.

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## CONTRACT DATA PAGE (CONT'D)

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### CONTRACT OPTIONS:

**Investment Division(s):** Availability is indicated in the current prospectus and any supplements.

**Fixed Account Options:** [1-Year Period; 3-Year Period; 5-Year Period; and 7-Year Period, the availability of which to be determined by the Company.]

Availability is indicated in the current prospectus and any supplements or related Fixed Account documents.

The Contract Options You have selected will be detailed in a confirmation sent to You by the Company on or after the Issue Date.

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If You have questions about this Contract including requests for information about coverage or complaint resolutions, You may contact our Service Center at the following address or telephone number.

Jackson Service Center  
[P.O. Box 24068  
Lansing, MI 48909-4068  
800/644-4565]

Express Mail:  
Jackson Service Center  
[1 Corporate Way  
Lansing, MI 48951]

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## DEFINITIONS

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**ACCUMULATION UNIT.** A unit of measure used to calculate the value in an Investment Division prior to the Income Date.

**ANNUITANT.** The natural person on whose life annuity payments for this Contract are based. Any reference to the Annuitant includes any Joint Annuitant.

**ANNUITY UNIT.** A unit of measure used to calculate the amount of a variable annuity payment.

**BASE INTEREST RATE.** The rate of interest declared by the Company, at its sole discretion, for a specified Fixed Account Option period.

**BENEFICIARY(IES).** The natural person(s) or entity(ies) entitled to receive any Contract benefits upon the death of the Owner or Annuitant as applicable in the circumstances.

**BUSINESS DAY.** Each day that the New York Stock Exchange is open for business. All requests for transactions that are received at the Company's Service Center in Good Order on any Business Day prior to market close, generally 4 P.M. Eastern Time, will be processed effective the end of that Business Day.

**CONTRACT.** The Individual Deferred Variable and Fixed Annuity Contract between You and the Company.

**CONTRACT ANNIVERSARY.** Each one year anniversary of the Issue Date.

**CONTRACT OPTION.** One of the allocation options offered by the Company under this Contract. Each Contract Option is more fully explained in the Accumulation Provisions.

**CONTRACT VALUE.** The Contract Value equals the sum of the Separate Account Contract Value and the Fixed Account Contract Value.

**CONTRACT YEAR.** The twelve-month period beginning on the Issue Date or any Contract Anniversary.

**CURRENT INTEREST RATE.** The Base Interest Rate plus any additional interest rate credited by the Company. In no event will the Current Interest Rate be less than the Fixed Account Minimum Interest Rate.

**DESIGNATED OPTION(S).** The Investment Division(s) and/or Fixed Account Option(s) made available by the Company and selected by the Owner to which amounts will be transferred from a Source Option pursuant to one of the Company's systematic investment programs.

**EXCESS INTEREST ADJUSTMENT.** An adjustment applied, with certain exceptions, to amounts withdrawn or transferred from a Fixed Account Option prior to the end of the applicable Fixed Account Option period.

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## DEFINITIONS (CONT'D)

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**FIXED ACCOUNT.** Contract Values allocated to one or more of the Fixed Account Options. Allocations made to Fixed Account Options are part of the general account of the Company. The general account is made up of all general assets of the Company, other than those in the Separate Account and other segregated asset accounts.

**FIXED ACCOUNT CONTRACT VALUE.** The sum of all amounts allocated or transferred to the Fixed Account Options under the Contract, reduced by any applicable taxes, plus all interest credited to the Fixed Account Options, adjusted for withdrawals (including any applicable charges and adjustments for such withdrawals), transfers and charges.

**FIXED ACCOUNT MINIMUM INTEREST RATE.** The interest rate used to determine the Fixed Account Minimum Value. The Fixed Account Minimum Interest Rate may vary by Redetermination Period as described in the Accumulation Provisions. The Initial Fixed Account Minimum Interest Rate is shown on the Contract Data Page.

**FIXED ACCOUNT MINIMUM VALUE.** Premiums, net of any applicable premium tax, and transfers allocated to the Fixed Account Option, less transfers, withdrawals, and charges from the Fixed Account Option, accumulated at the Fixed Account Minimum Interest Rate, less any Withdrawal Charge or tax due.

**FIXED ACCOUNT OPTION.** A Contract Option within the Fixed Account for a specific period under which the Current Interest Rate will be credited.

**GOOD ORDER.** The receipt by the Company of any and all information, documentation, instructions and/or Premium deemed necessary by the Company, in its sole discretion, to issue the Contract or execute any transaction pursuant to the terms of the Contract.

**INCOME DATE.** The date on which annuity payments are to begin under an income option.

**INVESTMENT DIVISIONS.** Separate and distinct divisions of the Separate Account to which specific Underlying Mutual Fund shares are allocated, and for which Accumulation Units and Annuity Units are separately maintained. The Contract Value in the Investment Divisions will go up or down depending on the performance of the Underlying Mutual Funds.

**ISSUE DATE.** The date the Contract was issued by the Company, as shown on the Contract Data Page.

**JOINT OWNER.** If there is more than one Owner, each Owner shall be a Joint Owner of the Contract. Joint Owners have equal ownership rights and must each authorize any exercising of those ownership rights under the Contract.

**LATEST INCOME DATE.** The Contract Anniversary on or next following the Owner's 95th birthday under a Non-Qualified Plan Contract, or such earlier date required by the applicable qualified plan, law or regulation.

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## DEFINITIONS (CONT'D)

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**NONQUALIFIED PLAN.** A retirement plan which does not qualify for favorable tax treatment under Section [401, 403, 408, 408A or 457] of the Internal Revenue Code, as amended.

**OWNER ("YOU," "YOUR").** The natural person(s) or entity(ies) so designated on the Contract Data Page, or by subsequent designation. Usually, but not always, the Owner is also the Annuitant. If Joint Owners are designated, all references to Owner shall mean Joint Owners.

**PREMIUM(S).** Considerations paid into this Contract by or on behalf of the Owner.

**QUALIFIED PLAN.** A retirement plan which qualifies for favorable tax treatment under Sections [401, 403, 408, 408A or 457] of the Internal Revenue Code, as amended.

**REDETERMINATION DATE.** The one-month anniversary of the Issue Date falling in January each calendar year.

**REDETERMINATION PERIOD.** The twelve-month period beginning on each Redetermination Date.

**REMAINING PREMIUM.** The total Premium reduced by withdrawals that incur Withdrawal Charges and withdrawals of Premiums that are no longer subject to Withdrawal Charges.

**SEPARATE ACCOUNT.** A segregated asset account established and maintained by the Company in accordance with Michigan law in which a portion of the Company's assets have been allocated for this and certain other contracts.

**SEPARATE ACCOUNT CONTRACT VALUE.** The current value of the amounts allocated to the Investment Divisions of this Contract.

**SERVICE CENTER.** The Company's address and telephone number as specified on the Contract Data Page or as may be designated by the Company from time to time.

**SOURCE OPTION.** The Investment Division or Fixed Account Option made available by the Company and selected by the Owner from which amounts will be transferred to a Designated Option(s) pursuant to one of the Company's systematic investment programs.

**UNDERLYING MUTUAL FUNDS.** The registered management investment companies in which assets of the Investment Divisions of the Separate Account will be invested.

**WITHDRAWAL CHARGE.** The charge assessed against certain withdrawals from the Contract Value and in the event of payments under an income option commencing during the first Contract Year.

**WITHDRAWAL VALUE.** The Contract Value, less any tax payable, applicable Withdrawal Charges and Annual Contract Maintenance Charges, adjusted for any applicable Excess Interest Adjustment.

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## GENERAL PROVISIONS

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**ANNUITANT.** The Owner may change the Annuitant at any time prior to the Income Date, unless the Owner is not a natural person. If the Owner is not a natural person, the age of the Annuitant will be used in lieu of the Owner's age for all purposes under this Contract, unless otherwise specified in the Contract.

**ASSIGNMENT.** The Owner may assign this Contract before the Income Date, but the Company will not be bound by an assignment unless it is in writing and has been accepted and recorded at the Company's Service Center. The Company reserves the right to refuse assignments or transfers at any time on a nondiscriminatory basis. An assignment will take effect when recorded by the Company. The Company is not responsible for any payment made before an assignment is recorded. The Owner may exercise these rights subject to the interest of any assignee or irrevocable beneficiary. **THE COMPANY ASSUMES NO RESPONSIBILITY FOR THE VALIDITY OR TAX CONSEQUENCES OF ANY ASSIGNMENT. IF YOU MAKE AN ASSIGNMENT, YOU MAY HAVE TO PAY INCOME TAX. YOU ARE ENCOURAGED TO SEEK LEGAL AND/OR TAX ADVICE.**

**BENEFICIARY.** The individual(s) or entity(ies) designated by the Owner to receive any amount payable under this Contract upon the Owner's death or upon the death of the Annuitant on or after the Income Date pursuant to the terms of this Contract. (See Income Provision section for details.) The original Beneficiary(ies) will be shown on the Contract Data Page. If two or more Beneficiaries are named, those Beneficiaries surviving the applicable death shall share any benefit that would have been due a Beneficiary that predeceased the applicable death in proportion equal to the proportion identified in the Beneficiary designation unless otherwise stated on the Beneficiary designation. If no Beneficiaries survive the applicable death, the death benefit shall be paid to the Owner's estate if the Owner is a natural person, otherwise to the Owner.

Upon the death of a Joint Owner, the surviving Joint Owner shall be treated as the primary Beneficiary and all other Beneficiaries shall become contingent Beneficiaries.

The Owner may request a change of any Beneficiary designation by submitting a written request to the Company's Service Center. No Beneficiary change will take effect unless received by the Company before the applicable death and unless and until recorded by the Company.

**CHARGES AND FEES.** The Company may assess charges or fees under the Contract. Please see the Contract Data Page for more information as to charges or fees.

The Annual Contract Maintenance Charge specified on the Contract Data Page will be deducted on each Contract Anniversary that occurs on or prior to the Income Date. It will also be deducted when the Contract Value is withdrawn in full if the full withdrawal is not on a Contract Anniversary. The amount of Annual Contract Maintenance Charge may be reduced when sales of the Contract are made to a trustee, employer, or similar entity pursuant to an employee-sponsored retirement plan or when sales are made in a similar arrangement where offering the Contract to a group of individuals or certain individual(s) results in savings of administration expenses. The entitlement of such reduction in Annual Contract Maintenance Charge will be determined by the Company.

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## GENERAL PROVISIONS (CONT'D)

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**CONFORMITY WITH LAWS.** This Contract will be interpreted under the law of the state in which it is issued and any applicable federal laws. Any provision that is in conflict with the law of such state or any federal law is amended to conform to the minimum requirements of such law.

**CONTESTABILITY.** The Company will not contest this Contract from its Issue Date, as shown on the Contract Data Page.

**DEFERMENT OF PAYMENTS.** The Company may defer payment from a Fixed Account Option for a period not exceeding six (6) months. Deferral for the six (6) month period will be made only if the Company makes a written request and receives written approval from the regulatory official of the Issue State. Subject to state requirements, interest will be credited during such deferred period.

**ENTIRE CONTRACT.** The Contract, and any attached Company forms, endorsements and amendments together make up the entire Contract.

**INCORRECT AGE OR SEX.** If the age or sex of the Owner or Annuitant is incorrect, the payments will be those that the Premiums paid would have purchased at the correct age and sex. Any underpayments will be adjusted immediately by the Company. Overpayments will be deducted from future payments.

**MODIFICATION OF CONTRACT.** Any change or waiver of the provisions of this Contract must be in writing and signed by the President, a Vice President, the Secretary or Assistant Secretary of the Company. No financial representative or producer has authority to change or waive any provision of this Contract. The Company may amend or waive any portion of this Contract without notice or consent if state or federal law permits or so requires.

**NONPARTICIPATING.** This Contract does not share in the Company's surplus or earnings.

**NOTICE.** Information or instructions given to the Company by You must be in a form satisfactory to the Company, referred to as Good Order. Such notice takes effect when the Company accepts it and it is recorded at the Service Center.

Any notice the Company sends to the Owner will be sent to the Owner's last known address unless the Owner requests otherwise in writing. Any request or notice must be sent to the Service Center, unless the Company advises You otherwise. You are responsible for promptly notifying the Company of any address change.

**PROOF OF AGE, SEX OR SURVIVAL.** The Company may require satisfactory proof of correct age or sex at any time. If any payment under this Contract depends on the Annuitant, Owner or Beneficiary being alive, the Company may require satisfactory proof of survival.

**PROTECTION OF PROCEEDS.** Proceeds under this Contract are not assignable by any Beneficiary prior to the time such proceeds become payable. To the extent permitted by applicable law, proceeds are not subject to the claims of creditors or to legal process.

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## GENERAL PROVISIONS (CONT'D)

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**REPORTS.** The Company will send You a report at least once a year. The Company will also send You reports as required by law. They shall be addressed to the last address of the Owner known to the Company.

**SUBSTITUTION OF INVESTMENT DIVISION(S).** The Company may substitute any Underlying Mutual Fund(s) with another Underlying Mutual Fund without Your consent. Substitution would occur if the Company determines that the use of certain Underlying Mutual Fund(s) is no longer possible or if the Company determines it is no longer appropriate for the purposes of the Contract. No substitution will be made without notice to You. Changes of Underlying Mutual Fund(s) are subject to the federal securities laws and, if required, the laws of the state where the Contract was issued for delivery. Should a substitution, addition, or deletion occur, You will be allowed to select from the then current Investment Divisions and substitution may be made with respect to both existing Contract Value in that Investment Division(s) and the allocation of future Premiums.

**SUSPENSION OF PAYMENTS.** The Company may suspend or postpone any transfers or payments to or from the Investment Divisions if any of the following occur:

1. The New York Stock Exchange is closed;
2. Trading on the New York Stock Exchange is restricted;
3. An emergency exists such that it is not reasonably practical to dispose of securities in the Separate Account or to determine the value of its assets; or
4. The Securities and Exchange Commission, by order, so permits for the protection of Contract Owners.

The applicable rules and regulations of the Securities and Exchange Commission will govern whether conditions described in 2. and/or 3. exist.

**TAXES.** The Company may deduct from the Contract Value any premium taxes or other taxes payable to a state or other government entity because of this Contract. Should the Company advance any amount so due, the Company is not waiving any right to collect such amount at a later date. The Company will deduct any withholding taxes required by applicable law as a result of any withdrawals or amounts payable from this Contract.

**TRANSFER.** The conditions for transfer between Contract Options are explained in the Contract Data Page. The Company reserves the right to restrict the number, means and frequency of transfers per year that may be requested by the Owner.

Your ability to make transfers is subject to modification if the Company determines, at the Company's sole discretion, that the exercise by one or more owners is, or would be, to the disadvantage of other owners. Restrictions may be applied in any manner reasonably designed to prevent any use of the transfer provision which is considered by the Company to be to the disadvantage of other owners. A modification regarding Your ability to make transfers to or from one or more of the Contract Options could include, but not be limited to:

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## GENERAL PROVISIONS (CONT'D)

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1. The requirement of a minimum time period between each transfer.
2. Limiting transfer requests of an agent acting on behalf of one or more owners or under a power of attorney on behalf of one or more owners.
3. Limiting the dollar amount that may be transferred at any one time.
4. A restriction that transfers from the 1-Year Fixed Account Option in any Contract Year may not exceed the maximum amount, which is equal to:
  - a. 1/3 of the Contract Value in the 1-Year Fixed Account Option as of the most recent Contract Anniversary, in the first Contract Year that this restriction is in effect or if in the prior Contract Year this restriction was in effect and the maximum amount was not transferred from the 1-Year Fixed Account Option;
  - b. 1/2 of the Contract Value in the 1-Year Fixed Account Option as of the most recent Contract Anniversary, if in the prior Contract Year this restriction was in effect and the maximum amount was transferred from the 1-Year Fixed Account Option but in the second prior Contract Year either the restriction was not in effect or the maximum amount was not transferred;
  - c. the remaining Contract Value in the 1-Year Fixed Account Option, if in both of the two prior Contract Years this restriction was in effect and the maximum amount was transferred from the 1-Year Fixed Account Option.

If this restriction is imposed, the Company may limit Your ability to transfer into or allocate new Premium to the 1-Year Fixed Account Option in any Contract Year You make a transfer from the 1-Year Fixed Account Option. If this restriction is imposed, the Company may limit Your ability to transfer from the 1-Year Fixed Account Option in any Contract Year You make a transfer into or allocate new Premium to the 1-Year Fixed Account Option. If this restriction is imposed, the Company may require any transfers from the 1-Year Fixed Account Option to occur at least twelve (12) months after the last transfer from the 1-Year Fixed Account Option in the previous Contract Year. If this restriction is imposed, systematic investment programs may be excluded; transfers under such programs do not count against the maximum amount, and the Contract Value under such programs is excluded from the determination of the maximum amount.
5. A systematic transfer program in the event that a restriction on transfers from the Fixed Account Option(s) is imposed.

The Company may provide systematic investment programs that allow You to transfer funds among the Investment Divisions and the Fixed Account Options. These programs may include dollar cost averaging, portfolio rebalancing, and the automatic monthly transfer of earnings from the 1-Year Fixed Account Option and/or money market Investment Division to other Investment Divisions or Fixed Account Options. You may contact the Company's Service Center, and the Company will furnish all necessary forms to request these programs. The Company makes no guarantee that these programs will result in a profit or protect against loss in a declining market. The Company may restrict Your participation in these programs if You allocate funds to a Fixed Account Option.

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## **GENERAL PROVISIONS (CONT'D)**

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In order to participate in a dollar cost averaging program or automatic transfer of earnings program, the Separate Account Contract Value plus the Fixed Account Contract Value must be at least [\$15,000]. The Company may waive this requirement at its discretion. For a dollar cost averaging program, You may authorize the automatic transfer of a fixed dollar amount or selected percentage of the value of a Source Option, periodically to one or more Designated Option(s). The intervals between transfers may be monthly, quarterly, semi-annually or annually.

Additionally, the Company may offer Owners selecting dollar cost averaging an enhanced interest rate(s) on Premium allocated to the 1-Year Fixed Account Option (Source Option) provided all amounts in the Source Option are transferred to the Designated Option(s) within a specific duration determined by the Company. The duration and interest rates are available from the Service Center upon request. Each month, the Company will transfer a predetermined amount from the Source Option. Upon the Owner's cancellation of this program, the Company will transfer the Source Option balance, including any interest, into the Designated Option(s) selected by the Owner.

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## ACCUMULATION PROVISIONS

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An Owner may not allocate Contract Values to more than [eighteen] Contract Options at any one time. The Company may waive this restriction at its discretion.

**SEPARATE ACCOUNT.** The Separate Account consists of assets the Company has set aside and has kept separate from the rest of the Company's general account assets and those of its other segregated asset accounts. These assets are not chargeable with liabilities arising out of any other business the Company may conduct. All the income, gains, and losses resulting from these assets are credited to or charged against the contracts supported by the Separate Account, and not against any other contracts the Company may issue. The assets of the Separate Account will be available to cover the liabilities of the Company's general account only to the extent that the assets of the Separate Account exceed the liabilities of the Separate Account arising under the Contracts supported by the Separate Account. The Separate Account consists of several Investment Divisions. The assets of the Separate Account shall be valued at least as often as any benefits of this Contract, but in no event will such valuation be less frequent than monthly.

**Accumulation Units.** The Separate Account Contract Value will go up or down depending on the performance of the Investment Divisions. In order to monitor the Separate Account Contract Value during the accumulation phase, the Company uses a unit of measure called an Accumulation Unit. The value of an Accumulation Unit may go up or down from Business Day to Business Day. Adjustments to the Contract Value, such as withdrawals, transfers, and charges, result in the redemption of Accumulation Units. However, these adjustments do not affect the value of the Accumulation Units.

When You make an allocation to the Investment Divisions, the Company credits Your Contract with Accumulation Units. The number of Accumulation Units credited is determined by dividing the amount allocated to any Investment Division by the Accumulation Unit Value for that Investment Division at the close of the Business Day when the allocation is made.

**Accumulation Unit Value.** The Company determines the value of an Accumulation Unit for each of the Investment Divisions. This is done by:

1. Determining the total amount of money invested in the particular Investment Division;
2. Subtracting from that amount any Mortality and Expense Charge, Administration Charge and any applicable taxes;
3. Dividing the remainder by the number of outstanding Accumulation Units.

**FIXED ACCOUNT.** For any amounts allocated to the Fixed Account, the Owner will select the duration of the Fixed Account Option from those made available by the Company. Such amounts will earn interest at the Current Interest Rate for the chosen duration, compounded annually during the entire Fixed Account Option period. Subsequent Base Interest Rates may be higher or lower than the Base Interest Rates previously declared by the Company.

You may allocate Premiums, or make transfers from the Investment Divisions, to the Fixed Account Options at any time prior to the Income Date, subject to the provisions of this Contract. However, no Fixed Account Option period other than one year may be chosen which extends beyond the Income Date. Withdrawals from a Fixed Account Option may take place 30 days following the end of the corresponding Fixed Account Option period without being subject to an Excess Interest Adjustment.

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## ACCUMULATION PROVISIONS (CONT'D)

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If the Owner does not specify a Fixed Account Option at the time of renewal, the Company will select the same Fixed Account Option period as has just expired, so long as such Fixed Account Option period is available and does not extend beyond the Income Date. If such Fixed Account Option period does extend beyond the Income Date, the Company will choose the longest Fixed Account Option period available that will not extend beyond such date. If all Fixed Account Option periods available extend beyond the Income Date, the Company will choose the shortest Fixed Account Option period available, and this will not extend the Income Date. If the same Fixed Account Option period as had just expired is not available and such Fixed Account Option period does not extend beyond the Income Date, the Company will choose the shortest Fixed Account Option period available.

**Fixed Account Contract Value.** The Fixed Account Contract Value under the Contract shall be the sum of all amounts allocated or transferred to the Fixed Account Options, reduced by any applicable taxes, plus all interest credited to the Fixed Account Options, adjusted for withdrawals (including any applicable charges and adjustments for such withdrawals), transfers and charges.

**Excess Interest Adjustment.** Except in the 30-day period following the end of a Fixed Account Option, any amount withdrawn or transferred from a Fixed Account Option will be subject to an Excess Interest Adjustment. If the Base Interest Rate available on a new Fixed Account Option at the time of withdrawal or transfer (see **J** below) is higher than the Base Interest Rate declared at allocation to a Fixed Account Option (see **I** below), a downward adjustment may apply, potentially reducing the amount withdrawn or transferred. If the Base Interest Rate credited to a new Fixed Account Option at the time of withdrawal or transfer (see **J** below) is lower than the Base Interest Rate declared at the time of allocation to a Fixed Account Option (see **I** below), an upward adjustment may apply, potentially increasing the amount withdrawn or transferred. The Excess Interest Adjustment will be calculated by multiplying the amount withdrawn or transferred by the formula described below:

$$\frac{[1+\mathbf{I}]^{(m/12)}}{[1+\mathbf{J}+.005]^{(m/12)}} - 1$$

where:

- I** = The Base Interest Rate credited to the existing Fixed Account Option period.
- J** = The Base Interest Rate that would be credited, at the time of withdrawal or transfer to a new Fixed Account Option period of the same duration. When no Fixed Account Option period of the same duration is available, the rate will be established by linear interpolation.
- m** = The number of complete months remaining to the end of current Fixed Account Option period or the Latest Income Date, if earlier.

There will be no Excess Interest Adjustment when **J** is less than **I** by 0.5% or less.

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## ACCUMULATION PROVISIONS (CONT'D)

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In addition, the Excess Interest Adjustment will not be applied to:

1. the payment of death benefit proceeds;
2. amounts withdrawn on the Latest Income Date;
3. amounts withdrawn for Contract charges or fees;
4. amounts applied to annuitizations;
5. amounts transferred or withdrawn from the 1-Year Fixed Account Option; or
6. amounts withdrawn under the Additional Free Withdrawal provision.

In no event will a total withdrawal from a Fixed Account Option be less than the Fixed Account Minimum Value.

**Fixed Account Minimum Interest Rate.** On the Issue Date, the Initial Fixed Account Minimum Interest Rate is shown on the Contract Data Page. On each subsequent Redetermination Date, the Fixed Account Minimum Interest Rate will be redetermined. The redetermined rate will apply for that Redetermination Period.

The Fixed Account Minimum Interest Rate will be equal to:

1. the average of all of the daily reported five-year Constant Maturity Treasury Rates during October of the previous year, rounded to the nearest 1/20th of a percent; less,
2. 1.25%.

The Fixed Account Minimum Interest Rate determined by this calculation may not be less than 1% nor greater than 3%.

The Company will send You an annual notice of the redetermined Fixed Account Minimum Interest Rate.

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## WITHDRAWAL PROVISIONS

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At or before the Income Date, the Owner may withdraw all or part of the amounts under this Contract by informing the Company at the Service Center. For full withdrawal, this Contract, or a completed Lost Contract Affidavit, must be returned to the Service Center.

Premiums withdrawn from the Contract Value may be subject to a Withdrawal Charge. In addition to a Withdrawal Charge, a withdrawal from a Fixed Account Option may also incur an Excess Interest Adjustment.

Upon full withdrawal, the Owner will receive the Withdrawal Value. The Withdrawal Value will be based on values at the end of the Business Day on which the request for withdrawal is received at the Service Center in Good Order. **In no event shall the amount withdrawn, whether a full withdrawal or partial withdrawal, exceed the Withdrawal Value.**

Except in connection with a systematic withdrawal program, the minimum partial withdrawal amount is [\$500], or if less, the Owner's entire interest in the Investment Division or Fixed Account Option from which a withdrawal is requested.

The Owner's interest in the Investment Division or Fixed Account Option from which the withdrawal is requested must be at least [\$100] after the withdrawal is completed if anything is left in that Investment Division or Fixed Account Option.

Unless otherwise specified, the withdrawal will be made from each Investment Division and each Fixed Account Option in proportion to their current value. Withdrawals will be based on values at the end of the Business Day on which the request for withdrawal is received in Good Order at the Service Center.

The Company will waive the Withdrawal Charge on any withdrawal necessary to satisfy the minimum distribution requirements of the Internal Revenue Code. If You request an amount greater than the required minimum distribution for this Contract, the entire withdrawal will be subject to the Withdrawal Charge.

You may elect to take a systematic withdrawal by surrendering a specific sum or a certain percentage on a monthly, quarterly, semiannual or annual basis, subject to a [\$50] minimum withdrawal. Such withdrawals will be counted in determining the portion of the Contract Value taken as an Additional Free Withdrawal. Systematic withdrawals in excess of the Additional Free Withdrawal amount may be subject to a Withdrawal Charge and/or an Excess Interest Adjustment.

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## **WITHDRAWAL PROVISIONS (CONT'D)**

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**WITHDRAWAL CHARGE.** A Withdrawal Charge may be imposed upon certain withdrawals and in the event of payments under an income option commencing during the first Contract Year. Withdrawal Charges will be calculated in accordance with the Withdrawal Charge schedule on the Contract Data Page. The Withdrawal Charge is equal to the Withdrawal Charge percentage applied to the portion of Remaining Premium withdrawn. The Withdrawal Charge will be taken from the Investment Divisions and the Fixed Account Options in the same proportion as the requested withdrawal.

The Withdrawal Charge will be deducted from the remaining Contract Value such that the actual reduction in Contract Value as a result of the withdrawal may be greater than the withdrawal amount requested and paid.

For purposes of determining the Withdrawal Charge, earnings are defined as the excess of the Contract Value over the sum of Remaining Premiums. Withdrawals will be allocated first to earnings, if any (which may be withdrawn free of any Withdrawal Charge), and second to Remaining Premium on a first-in, first-out basis so that all withdrawals will be allocated to Remaining Premium to which the lowest (if any) Withdrawal Charges apply.

**ADDITIONAL FREE WITHDRAWAL.** During a Contract Year, You may make partial withdrawals from the Contract without the Withdrawal Charge and Excess Interest Adjustment being applied. This Additional Free Withdrawal is equal to:

1. 10% of Premium that remains subject to Withdrawal Charges and that has not been previously withdrawn (this can be utilized once or in segments throughout the Contract Year); less,
2. earnings, as defined in the Withdrawal Charge provision.

Any amount to satisfy the minimum required distribution would reduce the amount available under Your Additional Free Withdrawal.

**In no event shall the Additional Free Withdrawal exceed the Withdrawal Value.**

Withdrawal Charges and Excess Interest Adjustments are waived on amounts withdrawn that are less than or equal to the Additional Free Withdrawal. Although Additional Free Withdrawals reduce Contract Value in either the Investment Division and/or the Fixed Account Option, they do not reduce Remaining Premium. As a result, You will not receive the benefit of an Additional Free Withdrawal if You take a full withdrawal. Withdrawals during the Contract Year in excess of the Additional Free Withdrawal may be subject to a Withdrawal Charge, as well as any applicable Excess Interest Adjustment.

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## DEATH BENEFIT PROVISIONS

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**DEATH OF OWNER BEFORE THE INCOME DATE.** Upon the Owner's death, or the death of any Joint Owner, before the Income Date, the death benefit will be paid to the Beneficiary(ies) designated by the Owner. Upon the death of a Joint Owner, the surviving Joint Owner, if any, will be treated as the primary Beneficiary. Any other beneficiary designation on record at the Service Center at the time of death will be treated as a contingent Beneficiary.

**DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE.** The death benefit is equal to the current Contract Value.

The death benefit amount will be determined as of the end of the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order.

From the time of death of the Owner until the death benefit amount is determined, any amount allocated to an Investment Division will be subject to investment risk. This investment risk is borne by the Beneficiary(ies).

**DEATH BENEFIT OPTIONS BEFORE INCOME DATE.** In the event of the Owner's death or the death of a Joint Owner before the Income Date, a Beneficiary must request that the death benefit be paid under one of the death benefit options below unless the Owner did so previously. The following are the available death benefit options:

1. Option 1 - single lump-sum payment of the death benefit; or
2. Option 2 - payment of the entire death benefit within five years of the date of the death of the Owner or any Joint Owner; or
3. Option 3 - payment of the death benefit under an income option over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary, with distribution beginning within one year of the date of the death of the Owner or Joint Owner.

Any portion of the death benefit not applied under Option 3 within one year of the date of the Owner's death must be distributed within five years of the date of the Owner's death.

If a single lump-sum payment is requested, the amount will be paid within seven days of receipt of proof of death and the election in Good Order at the Service Center, unless either the Suspension of Payments or Deferral of Payments under the General Provisions is in effect.

Payment to the Beneficiary, other than in a single lump-sum, may only be elected during the 60-day period beginning with the date of receipt of proof of death in Good Order by the Service Center.

**Spousal Continuation Option.** If the Joint Owner, if any, or the Beneficiary is the spouse of the deceased Owner, he or she may elect to continue the Contract in his or her own name, at the current Contract Value, and exercise all the Owner's rights under the Contract in lieu of taking the death benefit as a lump-sum payment.

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## DEATH BENEFIT PROVISIONS (CONT'D)

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**Pre-selected Death Benefit Option Election.** Prior to the Income Date, the Owner may designate the option under which the death benefit will be paid. This designation of the death benefit option must be given in a form acceptable to the Company, and will take effect only after being recorded by the Company.

The Owner may elect any death benefit option described in this Contract, or other death benefit option, as agreed upon by the Company at the time of election. Once elected, the designation can only be revoked or changed by the Owner in a form acceptable to the Company. Upon the death of the Owner, the Beneficiary may not revoke or modify the death benefit option elected, subject to the requirements of the Internal Revenue Code. However, at the time of the Owner's death, the Company reserves the right to change or modify the death benefit option if the death benefit option previously elected exceeds the life expectancy of the Beneficiary. If a Pre-selected Death Benefit Option Election is not made by the Owner prior to the Owner's death, the Beneficiary may request that the death benefit be paid under any of the death benefit options described in this Contract, or other death benefit option, as agreed upon by the Company at the time of request.

If this Pre-selected Death Benefit Option Election is in force at the time of the Owner's death, the payment of the death benefit may not be postponed, nor can the Contract be continued under any provision of this Contract. These restrictions apply even if the Beneficiary is the spouse of the Owner, unless such restriction is prohibited by law.

**DEATH OF OWNER AFTER THE INCOME DATE.** If the Owner or any Joint Owner, who is not an Annuitant, dies after the Income Date, any remaining payments under the income option elected will continue at least as rapidly as under the method of distribution in effect at the Owner's death. Upon the Owner's death after the Income Date, the Beneficiary becomes the Owner.

**DEATH OF ANNUITANT BEFORE INCOME DATE.** Upon the death of an Annuitant who is not an Owner before the Income Date, the Contract remains in force and the Owner will become the Annuitant. The Owner may designate a new Annuitant, subject to the Company's administrative rules then in effect. However, if the Owner is not a natural person, the death of the primary Annuitant will be treated as the death of the Owner and a new Annuitant may not be designated.

**DEATH OF ANNUITANT AFTER INCOME DATE.** Upon the death of the Annuitant after the Income Date, the death benefit, if any, will be as specified in the income option elected. Death benefits will be paid at least as rapidly as under the method of distribution in effect at the Annuitant's death.

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## **INCOME PROVISIONS**

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**INCOME DATE.** If no Income Date is selected, the Income Date will be the Latest Income Date. At any time at least seven days prior to the Income Date then indicated on the Company's records, the Owner may change the Income Date to any date later than the Income Date currently on record by written notice to the Service Center, subject to the Latest Income Date.

**INCOME OPTIONS.** The Owner, or any Beneficiary who is so entitled, may elect to receive a single lump-sum. However, a single lump-sum distribution may be deemed to be a withdrawal. Alternatively, an income option may be elected. The Owner may, upon prior written notice to the Company at its Service Center, elect an income option at any time prior to the Income Date or change an income option up to seven days before the Income Date. Unless otherwise designated, the Owner will be the payee.

If no other income option is elected, monthly annuity payments will be made in accordance with Option 3 below, a life annuity with [120]-month period certain. Payments will be made in monthly, quarterly, semiannual or annual installments as selected by the Owner. However, if the amount available to apply under an income option is less than [\$5,000], and state law permits, the Company has the right to make payments in one single lump-sum. In addition, if the first payment provided would be less than [\$50], and state law permits, the Company may require the frequency of payments be at quarterly, semiannual or annual intervals so as to result in an initial payment of at least [\$50].

**NO WITHDRAWALS OF THE CONTRACT VALUE ARE PERMITTED DURING THE ANNUITY PERIOD FOR ANY INCOME OPTION UNDER WHICH PAYMENTS ARE BEING MADE PURSUANT TO LIFE CONTINGENCIES.**

Upon written election filed with the Company at its Service Center, the Contract Value will be applied to provide one of the following income options. Withdrawal Charges will apply if the annuity payments begin within one year of the Issue Date. Any Excess Interest Adjustment will be waived upon annuitization.

**OPTION 1 - LIFE INCOME.** An annuity payable monthly during the lifetime of the Annuitant. Under this income option, no further annuity payments are payable after the death of the Annuitant, and there is no provision for a death benefit payable to the Owner. Therefore, it is possible under Option 1 for the Owner to receive only one monthly annuity payment under this income option if the Annuitant has an early death.

**OPTION 2 - JOINT AND SURVIVOR.** An annuity payable monthly while both the Annuitant and a designated second person are living. Upon the death of either person, the monthly annuity payments will continue during the lifetime of the survivor at either the full amount previously payable or as a percentage (either one-half or two-thirds) of the full amount, as chosen at the time of election of the income option. If a reduced annuity payment to the survivor is desired, variable annuity payments will be determined using either one-half or two-thirds of the number of each type of Annuity Unit credited. Fixed annuity payments will be equal to either one-half or two-thirds of the fixed annuity payment payable during the joint life of the Annuitant and the designated second person.

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## INCOME PROVISIONS (CONT'D)

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Annuity payments terminate automatically and immediately upon the death of the surviving person without regard to the number or total amount of payments received. There is no minimum number of fixed annuity payments, and it is possible to have only one monthly annuity payment if both the Annuitant and the designated second person die before the due date of the second payment.

**OPTION 3 - LIFE ANNUITY WITH [120] OR [240] MONTHLY PERIODS GUARANTEED.** An annuity payable monthly during the lifetime of the Annuitant with the guarantee that if, at the death of the Annuitant, payments have been made for fewer than the guaranteed [120] or [240] monthly periods, as elected, the balance of the guaranteed number of payments will continue to be made to the Owner as scheduled. In the event the Owner dies before the specified number of guaranteed payments has been made, the Beneficiary(ies) may elect to continue receiving the fixed and variable payments according to the terms of this Contract or may alternatively elect to receive the present value of any remaining guaranteed payments in a single lump-sum, the amount of which is calculated by the Company. The present value of any remaining guaranteed payments will be based on the total annuity payment as of the date of the calculation.

**OPTION 4 - INCOME FOR A SPECIFIED PERIOD.** Under this income option, the Owner can elect monthly payments for any number of years from [5] to [30]. This election must be made for full 12-month periods. In the event the Owner dies before the specified number of payments has been made, the Beneficiary(ies) may elect to continue receiving the fixed and variable payments according to the terms of this Contract or may alternatively elect to receive the present value of any remaining guaranteed payments in a single lump-sum, the amount of which is calculated by the Company. The present value of any remaining guaranteed payments will be based on the total annuity payment as of the date of the calculation.

**ADDITIONAL OPTIONS.** The Company may make other income options available including income options for longer periods.

**FIXED ANNUITY PAYMENTS.** To the extent a fixed income option has been elected, the Contract Value allocated to the fixed annuity payment option, less any applicable taxes and other Contract charges, shall be applied to the payment of the income option elected at annuity rates at least as great as the annuity rates based upon the Table of Income Options specified in the Contract.

The appropriate rate must be determined by the sex (except where, as in the case of certain Qualified Plans and other employer-sponsored retirement plans, such classification is not permitted) and age of the Annuitant and designated second person, if any.

In no event will the fixed payments be changed once they begin.

**VARIABLE ANNUITY PAYMENT.** The initial variable annuity payment is determined by taking the Contract Value allocated to that Investment Division, less any applicable taxes and other Contract charges, and then applying it to the Table of Income Options specified in the Contract. The appropriate rate must be determined by the sex (except where, as in the case of certain Qualified Plans and other employer-sponsored retirement plans, such classification is not permitted) and age of the Annuitant and designated second person, if any.

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## INCOME PROVISIONS (CONT'D)

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The first variable annuity payment is divided by the value of an Annuity Unit as of the Income Date to establish the number of Annuity Units representing each variable annuity payment. The number of Annuity Units determined for the first variable annuity payment remains constant for the second and subsequent variable annuity payments, assuming that no reallocation of Contract Values is made.

The amount of the second and each subsequent variable annuity payment is determined by multiplying the number of Annuity Units by the Annuity Unit Value as of the Business Day next preceding the date on which each payment is due.

**ANNUITY UNIT VALUE.** The initial value of an Annuity Unit of each Investment Division was set when the Investment Divisions were established. The value may increase or decrease from one Business Day to the next. The Table of Income Options contained in the Contract is based on the assumed net investment rates described in the Basis of Computation provision. If the actual net investment rate experienced by an Investment Division exceeds the assumed net investment rate, variable annuity payments will increase over time. Conversely, if the actual net investment rate is less than the assumed net investment rate, variable annuity payments will decrease over time. If the actual net investment rate equals the assumed net investment rate, the variable annuity payments will remain constant.

The value of a fixed number of Annuity Units will reflect the investment performance of the Investment Divisions, and the amount of each payment will vary accordingly.

For each Investment Division, the value of an Annuity Unit for any Business Day is determined by multiplying the Annuity Unit Value for the immediately preceding Business Day by the net investment factor for the Business Day for which the Annuity Unit Value is being calculated. The result is then multiplied by a second factor which offsets the effect of the assumed net investment rate. The net investment factor, which reflects changes in the net asset value of Investment Divisions, is determined by dividing 1. by 2., and then subtracting 3. from the result, where:

1. Is the net result of:
  - a. the net asset value of an Investment Division determined as of the end of the Business Day, plus
  - b. the per share amount of any dividend or other distribution declared by the Investment Division if the "ex-dividend" date occurs on the Business Day, plus or minus
  - c. a per share credit or charge with respect to any taxes paid or reserved for by the Company which are determined by the Company to be attributable to the operation of the Investment Division (no federal income taxes are applicable under present law);
2. Is the net asset value of the Investment Division determined as of the end of the preceding Business Day; and
3. Is the asset charge factor determined by the Company for the Business Day to reflect the applicable Mortality and Expense Charge, and the Administration Charge.

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## **TERMINATION PROVISION**

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This Contract will terminate and all benefits under this Contract will cease on the earlier of:

1. the date of a full surrender;
2. the date the Contract Value falls to zero for any reason; or
3. the date upon which due proof of death of the Owner (or any Joint Owner) and an election of the type of payment to the Beneficiary(ies) is received at Our Service Center in Good Order.

## TABLE OF INCOME OPTIONS

The following table is for this Contract whose net proceeds are \$1,000, and will apply pro rata to the amount payable under this Contract.

UNDER OPTION 4		MONTHLY INSTALLMENT UNDER OPTIONS 1 OR 3															
No. of Monthly Installments	Monthly Installments	Age of Annuitant	No. of Mos. Certain			Age of Annuitant	No. of Mos. Certain			Age of Annuitant	No. of Mos. Certain			Age of Annuitant	No. of Mos. Certain		
			Male	Life	120		240	Male	Life		120	240	Female		Life	120	240
60	17.09	40	2.44	2.43	2.41	68	5.15	4.89	4.11	40	2.28	2.27	2.26	68	4.59	4.46	3.96
72	14.31	41	2.48	2.48	2.45	69	5.36	5.05	4.17	41	2.31	2.31	2.30	69	4.76	4.61	4.03
84	12.33	42	2.53	2.52	2.49	70	5.58	5.22	4.22	42	2.36	2.35	2.34	70	4.95	4.77	4.10
96	10.84	43	2.58	2.57	2.54	71	5.81	5.39	4.27	43	2.40	2.39	2.38	71	5.16	4.94	4.17
108	9.68	44	2.63	2.62	2.59	72	6.06	5.56	4.32	44	2.44	2.44	2.42	72	5.38	5.11	4.23
120	8.76	45	2.68	2.67	2.63	73	6.33	5.74	4.36	45	2.49	2.48	2.46	73	5.62	5.30	4.28
132	8.00	46	2.74	2.73	2.68	74	6.61	5.92	4.40	46	2.54	2.53	2.51	74	5.88	5.49	4.34
144	7.37	47	2.80	2.79	2.74	75	6.91	6.10	4.43	47	2.59	2.58	2.56	75	6.16	5.69	4.38
156	6.84	48	2.86	2.85	2.79	76	7.24	6.29	4.46	48	2.64	2.63	2.60	76	6.46	5.89	4.42
168	6.38	49	2.93	2.91	2.84	77	7.59	6.47	4.49	49	2.70	2.69	2.66	77	6.78	6.10	4.45
180	5.98	50	2.99	2.97	2.90	78	7.96	6.65	4.51	50	2.75	2.74	2.71	78	7.14	6.30	4.48
192	5.64	51	3.06	3.04	2.96	79	8.37	6.84	4.53	51	2.81	2.80	2.76	79	7.52	6.51	4.51
204	5.33	52	3.14	3.11	3.02	80	8.80	7.01	4.55	52	2.88	2.87	2.82	80	7.94	6.72	4.53
216	5.06	53	3.22	3.19	3.08	81	9.25	7.19	4.56	53	2.95	2.93	2.88	81	8.39	6.93	4.54
228	4.82	54	3.30	3.27	3.15	82	9.75	7.35	4.57	54	3.02	3.00	2.94	82	8.88	7.12	4.56
240	4.60	55	3.39	3.35	3.21	83	10.27	7.51	4.58	55	3.09	3.07	3.00	83	9.41	7.31	4.57
252	4.40	56	3.48	3.44	3.28	84	10.83	7.66	4.58	56	3.17	3.15	3.07	84	9.99	7.49	4.58
264	4.22	57	3.57	3.53	3.35	85	11.43	7.80	4.59	57	3.25	3.23	3.13	85	10.61	7.66	4.58
276	4.06	58	3.68	3.62	3.42	86	12.07	7.92	4.59	58	3.34	3.31	3.20	86	11.28	7.81	4.59
288	3.90	59	3.79	3.73	3.49	87	12.75	8.04	4.59	59	3.43	3.40	3.27	87	12.00	7.95	4.59
300	3.77	60	3.90	3.83	3.56	88	13.48	8.15	4.59	60	3.53	3.50	3.35	88	12.77	8.07	4.59
312	3.64	61	4.02	3.94	3.63	89	14.25	8.25	4.60	61	3.64	3.60	3.42	89	13.58	8.18	4.60
324	3.52	62	4.16	4.06	3.70	90	15.07	8.34	4.60	62	3.75	3.70	3.50	90	14.44	8.28	4.60
336	3.41	63	4.30	4.18	3.77	91	15.94	8.41	4.60	63	3.87	3.81	3.58	91	15.34	8.36	4.60
348	3.31	64	4.44	4.31	3.84	92	16.87	8.48	4.60	64	3.99	3.93	3.65	92	16.28	8.44	4.60
360	3.21	65	4.60	4.45	3.91	93	17.85	8.54	4.60	65	4.13	4.05	3.73	93	17.26	8.51	4.60
		66	4.77	4.59	3.98	94	18.90	8.60	4.60	66	4.27	4.18	3.81	94	18.29	8.56	4.60
		67	4.96	4.74	4.05	95	20.03	8.64	4.60	67	4.42	4.31	3.89	95	19.37	8.61	4.60

**Note:** Due to the length of the information, the factors for Option 2 are available from the Service Center upon Your request.

**BASIS OF COMPUTATION.** [The actuarial basis for the Table of Income Options shall be the Annuity 2000 Mortality Table, with an assumed net investment rate of 1%, and a 0% expense load.] The interest rate used in the present value calculation referred to in Options 3 and 4 will be determined by the Company, but in no instance will it be greater than 1% higher than the rate used to calculate the initial payment. The differential in the interest rates is equivalent to a fee for the recalculation and commutation of the payments. The Table of Income Options does not include any applicable tax. The benefits of this Contract will not vary due to expense and/or mortality results.

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## GENERAL PROVISIONS (CONT'D)

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**CONFORMITY WITH LAWS.** This Contract will be interpreted under the law of the state in which it is issued and any applicable federal laws. Any provision that is in conflict with the law of such state or any federal law is amended to conform to the minimum requirements of such law.

**CONTESTABILITY.** The Company will not contest this Contract from its Issue Date, as shown on the Contract Data Page.

**DEFERMENT OF PAYMENTS.** The Company may defer payment from a Fixed Account Option for a period not exceeding six (6) months. Deferral for the six (6) month period will be made only if the Company makes a written request and receives written approval from the regulatory official of the Issue State. Subject to state requirements, interest will be credited during such deferred period.

**ENTIRE CONTRACT.** The Contract, and any attached Company forms, endorsements and amendments together make up the entire Contract.

**INCORRECT AGE.** If the age of the Owner or Annuitant is incorrect, the payments will be those that the Premiums paid would have purchased at the correct age. Any underpayments will be adjusted immediately by the Company. Overpayments will be deducted from future payments.

**MODIFICATION OF CONTRACT.** Any change or waiver of the provisions of this Contract must be in writing and signed by the President, a Vice President, the Secretary or Assistant Secretary of the Company. No financial representative or producer has authority to change or waive any provision of this Contract. The Company may amend or waive any portion of this Contract without notice or consent if state or federal law permits or so requires.

**NONPARTICIPATING.** This Contract does not share in the Company's surplus or earnings.

**NOTICE.** Information or instructions given to the Company by You must be in a form satisfactory to the Company, referred to as Good Order. Such notice takes effect when the Company accepts it and it is recorded at the Service Center.

Any notice the Company sends to the Owner will be sent to the Owner's last known address unless the Owner requests otherwise in writing. Any request or notice must be sent to the Service Center, unless the Company advises You otherwise. You are responsible for promptly notifying the Company of any address change.

**PROOF OF AGE OR SURVIVAL.** The Company may require satisfactory proof of correct age at any time. If any payment under this Contract depends on the Annuitant, Owner or Beneficiary being alive, the Company may require satisfactory proof of survival.

**PROTECTION OF PROCEEDS.** Proceeds under this Contract are not assignable by any Beneficiary prior to the time such proceeds become payable. To the extent permitted by applicable law, proceeds are not subject to the claims of creditors or to legal process.

## TABLE OF INCOME OPTIONS

The following table is for this Contract whose net proceeds are \$1,000, and will apply pro rata to the amount payable under this Contract.

UNDER OPTION 4		MONTHLY INSTALLMENT UNDER OPTIONS 1 OR 3							
No. of Monthly Installments	Monthly Installments	Age of Annuitant	No. of Mos. Certain			Age of Annuitant	No. of Mos. Certain		
			Unisex	Life	120		240	Unisex	Life
60	17.09	40	2.34	2.34	2.32	68	4.81	4.63	4.02
72	14.31	41	2.38	2.38	2.36	69	5.00	4.79	4.09
84	12.33	42	2.43	2.42	2.40	70	5.20	4.95	4.15
96	10.84	43	2.47	2.47	2.44	71	5.41	5.12	4.21
108	9.68	44	2.52	2.51	2.49	72	5.65	5.30	4.27
120	8.76	45	2.57	2.56	2.53	73	5.90	5.48	4.32
132	8.00	46	2.62	2.61	2.58	74	6.16	5.66	4.36
144	7.37	47	2.67	2.66	2.63	75	6.45	5.86	4.40
156	6.84	48	2.73	2.72	2.68	76	6.76	6.05	4.44
168	6.38	49	2.79	2.78	2.73	77	7.10	6.25	4.47
180	5.98	50	2.85	2.84	2.79	78	7.46	6.45	4.50
192	5.64	51	2.92	2.90	2.84	79	7.85	6.65	4.52
204	5.33	52	2.98	2.97	2.90	80	8.27	6.84	4.54
216	5.06	53	3.05	3.04	2.96	81	8.73	7.03	4.55
228	4.82	54	3.13	3.11	3.02	82	9.22	7.22	4.56
240	4.60	55	3.21	3.19	3.09	83	9.75	7.39	4.57
252	4.40	56	3.29	3.27	3.15	84	10.32	7.56	4.58
264	4.22	57	3.38	3.35	3.22	85	10.93	7.71	4.59
276	4.06	58	3.48	3.44	3.29	86	11.59	7.86	4.59
288	3.90	59	3.57	3.53	3.36	87	12.30	7.99	4.59
300	3.77	60	3.68	3.63	3.44	88	13.05	8.10	4.59
312	3.64	61	3.79	3.74	3.51	89	13.85	8.21	4.60
324	3.52	62	3.91	3.85	3.58	90	14.69	8.30	4.60
336	3.41	63	4.04	3.96	3.66	91	15.58	8.39	4.60
348	3.31	64	4.17	4.08	3.73	92	16.52	8.46	4.60
360	3.21	65	4.32	4.21	3.81	93	17.50	8.52	4.60
		66	4.47	4.34	3.88	94	18.54	8.58	4.60
		67	4.63	4.49	3.95	95	19.63	8.62	4.60

**Note:** Due to the length of the information, the factors for Option 2 are available from the Service Center upon Your request.

**BASIS OF COMPUTATION.** [The actuarial basis for the Table of Income Options shall be the Annuity 2000 Mortality Table, with an assumed net investment rate of 1%, and a 0% expense load.] The interest rate used in the present value calculation referred to in Options 3 and 4 will be determined by the Company, but in no instance will it be greater than 1% higher than the rate used to calculate the initial payment. The differential in the interest rates is equivalent to a fee for the recalculation and commutation of the payments. The Table of Income Options does not include any applicable tax. The benefits of this Contract will not vary due to expense and/or mortality results.

Thank you for choosing Jackson National Life Insurance Company, hereinafter also referred to as "the Company" or "Jackson." If You have any questions, please contact the Company at the Service Center address and telephone number shown on the Contract Data Page.

**THIS ANNUITY CONTRACT IS ISSUED BY THE COMPANY AND IS A LEGAL AGREEMENT BETWEEN THE OWNER ("YOU") AND JACKSON NATIONAL LIFE INSURANCE COMPANY.**

**READ YOUR CONTRACT CAREFULLY.**

**AMOUNTS ALLOCATED TO THE SEPARATE ACCOUNT INVESTMENT DIVISIONS ARE NOT GUARANTEED AND MAY INCREASE OR DECREASE BASED UPON THE INVESTMENT EXPERIENCE OF THE UNDERLYING MUTUAL FUNDS.**

**THE DEATH BENEFIT WILL NEVER BE LESS THAN THAT REQUIRED BY THE STATE WHERE THIS CONTRACT WAS ISSUED.**

**NOTICE OF RIGHT TO EXAMINE CONTRACT**

YOU MAY RETURN THIS CONTRACT TO THE SELLING PRODUCER OR THE COMPANY WITHIN [10] DAYS ([30] DAYS IF IT WAS PURCHASED AS A REPLACEMENT CONTRACT) AFTER YOU RECEIVE IT. THE COMPANY WILL REFUND THE CONTRACT VALUE, WITHOUT DEDUCTION FOR ANY SALES CHARGES, FOR THE BUSINESS DAY ON WHICH THE CONTRACT IS RECEIVED AT ITS SERVICE CENTER. UPON SUCH REFUND, THE CONTRACT SHALL BE VOID.

INDIVIDUAL DEFERRED VARIABLE  
ANNUITY CONTRACT (FLEXIBLE PREMIUM).  
DEATH BENEFIT AVAILABLE.  
INCOME OPTIONS AVAILABLE.  
NONPARTICIPATING.

**This Contract is signed by the Company**



**President and Chief Executive Officer**



**Secretary**

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## CONTRACT DATA PAGE

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Contract Number:	[1234567890]
Owner:	[John Doe]
Owner Issue Age:	[35]
Joint Owner:	[Jane Doe]
Joint Owner Issue Age:	[35]
Annuitant:	[John Doe]
Annuitant Issue Age:	[35]
Joint Annuitant:	[Jane Doe]
Joint Annuitant Issue Age:	[35]
Initial Premium:	[\$5,000]
Issue Date:	[February 1, 2012]
Issue State:	[Michigan]
Income Date:	[February 1, 2072]
Beneficiary(ies):	[Brian Doe]

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## CONTRACT DATA PAGE (CONT'D)

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**Mortality and Expense Charge:** On an annual basis, this charge equals [0.85%] of the daily net asset value of the Investment Divisions.

**Administration Charge:** On an annual basis, this charge equals [0.15%] of the daily net asset value of the Investment Divisions.

**Liquidity Option Charge:** On an annual basis, this charge equals [0.25%] of the daily net asset value of the Investment Divisions.

The Liquidity Option allows You to take partial or full withdrawals without incurring a withdrawal charge. An Annual Contract Maintenance Charge may be deducted upon a full withdrawal.

**Total Asset Based Charges:** On an annual basis, the total of all asset based charges is equal to [1.25%] of the daily net asset value of the Investment Divisions.

Asset based charges are deducted daily as part of the Accumulation Unit Value calculation. Total asset based charges include the Mortality and Expense Charge, the Administration Charge and the Liquidity Option Charge.

**Annual Contract Maintenance Charge:** An annual charge of no more than [\$50.00] will be deducted by the Company from those Contracts where the Contract Value is less than [\$50,000] at the time such charge is assessed.

**Transfer/Transfer Charge:** A fee of [\$25.00] is charged for each transfer in excess of [15] in any Contract Year. Any Transfer Charge is deducted from the amount transferred prior to the allocation to the new Investment Division. Transfer Charges will not be applied to transfers due to dollar cost averaging or other systematic investment programs provided by the Company, nor will these transfers count against the [15] free transfers allowed in a Contract Year.

Asset allocation service providers must comply with the Company's administrative systems, rules, and procedures.

A transfer will be effective as of the end of the Business Day when the Company receives a transfer request prior to market close in Good Order, otherwise the transfer will be effective as of the end of the next Business Day.

The Company will not be liable for a transfer made in accordance with the Owner's instructions.

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## CONTRACT DATA PAGE (CONT'D)

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**Transfer/Transfer Charge (Continued):** **FROM INVESTMENT DIVISION TO INVESTMENT DIVISION.** Prior to and after the Income Date, You may transfer all or a portion of Your Contract Value in one Investment Division to any available Investment Division(s).

**Premium(s):** Premiums are flexible. This means that the Owner may change the amounts, frequency or timing of Premiums. The initial Premium must be at least [\$5,000] for Nonqualified Plan Contracts and [\$2,000] for Qualified Plan Contracts. Subsequent Premiums must be at least [\$500] ([\$50] if made in connection with an automatic payment plan). Total Premiums under a Contract may not exceed [\$2,500,000]. However, the Company may waive the minimums or maximums at any time. The Company reserves the right to refuse any Premium payment.

The Owner may allocate Premiums among the Investment Divisions, subject to the approval of the Company, which will be granted in advance on a nondiscriminatory basis. Allocations may be made in any percent from 0% to 100%. The minimum that may be allocated to an Investment Division is [\$100]. Any subsequent Premium will be allocated according to Your most recent instructions on file with the Company, provided that each allocation meets the minimums and restrictions described above, regardless of such instructions.

**Investment Division(s):** Availability is indicated in the current prospectus and any supplements.

The Investment Divisions You have selected will be detailed in a confirmation sent to You by the Company on or after the Issue Date.

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If You have questions about this Contract including requests for information about coverage or complaint resolutions, You may contact our Service Center at the following address or telephone number.

Jackson Service Center  
[P.O. Box 24068  
Lansing, MI 48909-4068  
800/644-4565]

Express Mail:  
Jackson Service Center  
[1 Corporate Way  
Lansing, MI 48951]

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## DEFINITIONS

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**ACCUMULATION UNIT.** A unit of measure used to calculate the value in an Investment Division prior to the Income Date.

**ANNUITANT.** The natural person on whose life annuity payments for this Contract are based. Any reference to the Annuitant includes any Joint Annuitant.

**ANNUITY UNIT.** A unit of measure used to calculate the amount of a variable annuity payment.

**BENEFICIARY(IES).** The natural person(s) or entity(ies) entitled to receive any Contract benefits upon the death of the Owner or Annuitant as applicable in the circumstances.

**BUSINESS DAY.** Each day that the New York Stock Exchange is open for business. All requests for transactions that are received at the Company's Service Center in Good Order on any Business Day prior to market close, generally 4 P.M. Eastern Time, will be processed effective the end of that Business Day.

**CONTRACT.** The Individual Deferred Variable Annuity Contract between You and the Company.

**CONTRACT ANNIVERSARY.** Each one year anniversary of the Issue Date.

**CONTRACT VALUE.** The current value of the amounts allocated to the Investment Divisions of this Contract.

**CONTRACT YEAR.** The twelve-month period beginning on the Issue Date or any Contract Anniversary.

**DESIGNATED OPTION(S).** The Investment Division(s) made available by the Company and selected by the Owner to which amounts will be transferred from a Source Option pursuant to one of the Company's systematic investment programs.

**GOOD ORDER.** The receipt by the Company of any and all information, documentation, instructions and/or Premium deemed necessary by the Company, in its sole discretion, to issue the Contract or execute any transaction pursuant to the terms of the Contract.

**INCOME DATE.** The date on which annuity payments are to begin under an income option.

**INVESTMENT DIVISIONS.** Separate and distinct divisions of the Separate Account to which specific Underlying Mutual Fund shares are allocated, and for which Accumulation Units and Annuity Units are separately maintained. The Contract Value will go up or down depending on the performance of the Underlying Mutual Funds.

**ISSUE DATE.** The date the Contract was issued by the Company, as shown on the Contract Data Page.

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## DEFINITIONS (CONT'D)

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**JOINT OWNER.** If there is more than one Owner, each Owner shall be a Joint Owner of the Contract. Joint Owners have equal ownership rights and must each authorize any exercising of those ownership rights under the Contract.

**LATEST INCOME DATE.** The Contract Anniversary on or next following the Owner's 95th birthday under a Non-Qualified Plan Contract, or such earlier date required by the applicable qualified plan, law or regulation.

**NONQUALIFIED PLAN.** A retirement plan which does not qualify for favorable tax treatment under Section [401, 403, 408, 408A or 457] of the Internal Revenue Code, as amended.

**OWNER ("YOU," "YOUR").** The natural person(s) or entity(ies) so designated on the Contract Data Page, or by subsequent designation. Usually, but not always, the Owner is also the Annuitant. If Joint Owners are designated, all references to Owner shall mean Joint Owners.

**PREMIUM(S).** Considerations paid into this Contract by or on behalf of the Owner.

**QUALIFIED PLAN.** A retirement plan which qualifies for favorable tax treatment under Sections [401, 403, 408, 408A or 457] of the Internal Revenue Code, as amended.

**SEPARATE ACCOUNT.** A segregated asset account established and maintained by the Company in accordance with Michigan law in which a portion of the Company's assets have been allocated for this and certain other contracts.

**SERVICE CENTER.** The Company's address and telephone number as specified on the Contract Data Page or as may be designated by the Company from time to time.

**SOURCE OPTION.** The Investment Division made available by the Company and selected by the Owner from which amounts will be transferred to a Designated Option(s) pursuant to one of the Company's systematic investment programs.

**UNDERLYING MUTUAL FUNDS.** The registered management investment companies in which assets of the Investment Divisions of the Separate Account will be invested.

**WITHDRAWAL VALUE.** The Contract Value, less any tax payable and Annual Contract Maintenance Charges.

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## GENERAL PROVISIONS

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**ANNUITANT.** The Owner may change the Annuitant at any time prior to the Income Date, unless the Owner is not a natural person. If the Owner is not a natural person, the age of the Annuitant will be used in lieu of the Owner's age for all purposes under this Contract, unless otherwise specified in the Contract.

**ASSIGNMENT.** The Owner may assign this Contract before the Income Date, but the Company will not be bound by an assignment unless it is in writing and has been accepted and recorded at the Company's Service Center. The Company reserves the right to refuse assignments or transfers at any time on a nondiscriminatory basis. An assignment will take effect when recorded by the Company. The Company is not responsible for any payment made before an assignment is recorded. The Owner may exercise these rights subject to the interest of any assignee or irrevocable beneficiary. **THE COMPANY ASSUMES NO RESPONSIBILITY FOR THE VALIDITY OR TAX CONSEQUENCES OF ANY ASSIGNMENT. IF YOU MAKE AN ASSIGNMENT, YOU MAY HAVE TO PAY INCOME TAX. YOU ARE ENCOURAGED TO SEEK LEGAL AND/OR TAX ADVICE.**

**BENEFICIARY.** The individual(s) or entity(ies) designated by the Owner to receive any amount payable under this Contract upon the Owner's death or upon the death of the Annuitant on or after the Income Date pursuant to the terms of this Contract. (See Income Provision section for details.) The original Beneficiary(ies) will be shown on the Contract Data Page. If two or more Beneficiaries are named, those Beneficiaries surviving the applicable death shall share any benefit that would have been due a Beneficiary that predeceased the applicable death in proportion equal to the proportion identified in the Beneficiary designation unless otherwise stated on the Beneficiary designation. If no Beneficiaries survive the applicable death, the death benefit shall be paid to the Owner's estate if the Owner is a natural person, otherwise to the Owner.

Upon the death of a Joint Owner, the surviving Joint Owner shall be treated as the primary Beneficiary and all other Beneficiaries shall become contingent Beneficiaries.

The Owner may request a change of any Beneficiary designation by submitting a written request to the Company's Service Center. No Beneficiary change will take effect unless received by the Company before the applicable death and unless and until recorded by the Company.

**CHARGES AND FEES.** The Company may assess charges or fees under the Contract. Please see the Contract Data Page for more information as to charges or fees.

The Annual Contract Maintenance Charge specified on the Contract Data Page will be deducted on each Contract Anniversary that occurs on or prior to the Income Date. It will also be deducted when the Contract Value is withdrawn in full if the full withdrawal is not on a Contract Anniversary. The amount of Annual Contract Maintenance Charge may be reduced when sales of the Contract are made to a trustee, employer, or similar entity pursuant to an employee-sponsored retirement plan or when sales are made in a similar arrangement where offering the Contract to a group of individuals or certain individual(s) results in savings of administration expenses. The entitlement of such reduction in Annual Contract Maintenance Charge will be determined by the Company.

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## GENERAL PROVISIONS (CONT'D)

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**CONFORMITY WITH LAWS.** This Contract will be interpreted under the law of the state in which it is issued and any applicable federal laws. Any provision that is in conflict with the law of such state or any federal law is amended to conform to the minimum requirements of such law.

**CONTESTABILITY.** The Company will not contest this Contract from its Issue Date, as shown on the Contract Data Page.

**ENTIRE CONTRACT.** The Contract, and any attached Company forms, endorsements and amendments together make up the entire Contract.

**INCORRECT AGE OR SEX.** If the age or sex of the Owner or Annuitant is incorrect, the payments will be those that the Premiums paid would have purchased at the correct age and sex. Any underpayments will be adjusted immediately by the Company. Overpayments will be deducted from future payments.

**MODIFICATION OF CONTRACT.** Any change or waiver of the provisions of this Contract must be in writing and signed by the President, a Vice President, the Secretary or Assistant Secretary of the Company. No financial representative or producer has authority to change or waive any provision of this Contract. The Company may amend or waive any portion of this Contract without notice or consent if state or federal law permits or so requires.

**NONPARTICIPATING.** This Contract does not share in the Company's surplus or earnings.

**NOTICE.** Information or instructions given to the Company by You must be in a form satisfactory to the Company, referred to as Good Order. Such notice takes effect when the Company accepts it and it is recorded at the Service Center.

Any notice the Company sends to the Owner will be sent to the Owner's last known address unless the Owner requests otherwise in writing. Any request or notice must be sent to the Service Center, unless the Company advises You otherwise. You are responsible for promptly notifying the Company of any address change.

**PROOF OF AGE, SEX OR SURVIVAL.** The Company may require satisfactory proof of correct age or sex at any time. If any payment under this Contract depends on the Annuitant, Owner or Beneficiary being alive, the Company may require satisfactory proof of survival.

**PROTECTION OF PROCEEDS.** Proceeds under this Contract are not assignable by any Beneficiary prior to the time such proceeds become payable. To the extent permitted by applicable law, proceeds are not subject to the claims of creditors or to legal process.

**REPORTS.** The Company will send You a report at least once a year. The Company will also send You reports as required by law. They shall be addressed to the last address of the Owner known to the Company.

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## GENERAL PROVISIONS (CONT'D)

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**SUBSTITUTION OF INVESTMENT DIVISION(S).** The Company may substitute any Underlying Mutual Fund(s) with another Underlying Mutual Fund without Your consent. Substitution would occur if the Company determines that the use of certain Underlying Mutual Fund(s) is no longer possible or if the Company determines it is no longer appropriate for the purposes of the Contract. No substitution will be made without notice to You. Changes of Underlying Mutual Fund(s) are subject to the federal securities laws and, if required, the laws of the state where the Contract was issued for delivery. Should a substitution, addition, or deletion occur, You will be allowed to select from the then current Investment Divisions and substitution may be made with respect to both existing Contract Value in that Investment Division(s) and the allocation of future Premiums.

**SUSPENSION OF PAYMENTS.** The Company may suspend or postpone any transfers or payments to or from the Investment Divisions if any of the following occur:

1. The New York Stock Exchange is closed;
2. Trading on the New York Stock Exchange is restricted;
3. An emergency exists such that it is not reasonably practical to dispose of securities in the Separate Account or to determine the value of its assets; or
4. The Securities and Exchange Commission, by order, so permits for the protection of Contract Owners.

The applicable rules and regulations of the Securities and Exchange Commission will govern whether conditions described in 2. and/or 3. exist.

**TAXES.** The Company may deduct from the Contract Value any premium taxes or other taxes payable to a state or other government entity because of this Contract. Should the Company advance any amount so due, the Company is not waiving any right to collect such amount at a later date. The Company will deduct any withholding taxes required by applicable law as a result of any withdrawals or amounts payable from this Contract.

**TRANSFER.** The conditions for transfer between Investment Divisions are explained in the Contract Data Page. The Company reserves the right to restrict the number, means and frequency of transfers per year that may be requested by the Owner.

Your ability to make transfers is subject to modification if the Company determines, at the Company's sole discretion, that the exercise by one or more owners is, or would be, to the disadvantage of other owners. Restrictions may be applied in any manner reasonably designed to prevent any use of the transfer provision which is considered by the Company to be to the disadvantage of other owners. A modification regarding Your ability to make transfers to or from one or more of the Investment Divisions could include, but not be limited to:

1. The requirement of a minimum time period between each transfer.
2. Limiting transfer requests of an agent acting on behalf of one or more owners or under a power of attorney on behalf of one or more owners.
3. Limiting the dollar amount that may be transferred at any one time.

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## **GENERAL PROVISIONS (CONT'D)**

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The Company may provide systematic investment programs that allow You to transfer funds among the Investment Divisions. These programs may include dollar cost averaging, portfolio rebalancing, and the automatic monthly transfer of earnings from the money market Investment Division to the Designated Option(s). You may contact the Company's Service Center, and the Company will furnish all necessary forms to request these programs. The Company makes no guarantee that these programs will result in a profit or protect against loss in a declining market.

In order to participate in a dollar cost averaging program or the automatic transfer of earnings program, the Contract Value must be at least [\$15,000]. The Company may waive this requirement at its discretion. For a dollar cost averaging program, You may authorize the automatic transfer of a fixed dollar amount or selected percentage of the value of a Source Option, periodically to one or more Designated Option(s). The intervals between transfers may be monthly, quarterly, semi-annually or annually.

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## ACCUMULATION PROVISIONS

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An Owner may not allocate Contract Values to more than [eighteen] Investment Divisions at any one time. The Company may waive this restriction at its discretion.

**SEPARATE ACCOUNT.** The Separate Account consists of assets the Company has set aside and has kept separate from the rest of the Company's general account assets and those of its other segregated asset accounts. These assets are not chargeable with liabilities arising out of any other business the Company may conduct. All the income, gains, and losses resulting from these assets are credited to or charged against the contracts supported by the Separate Account, and not against any other contracts the Company may issue. The assets of the Separate Account will be available to cover the liabilities of the Company's general account only to the extent that the assets of the Separate Account exceed the liabilities of the Separate Account arising under the Contracts supported by the Separate Account. The Separate Account consists of several Investment Divisions. The assets of the Separate Account shall be valued at least as often as any benefits of this Contract, but in no event will such valuation be less frequent than monthly.

**Accumulation Units.** The Contract Value will go up or down depending on the performance of the Investment Divisions. In order to monitor the Contract Value during the accumulation phase, the Company uses a unit of measure called an Accumulation Unit. The value of an Accumulation Unit may go up or down from Business Day to Business Day. Adjustments to the Contract Value, such as withdrawals, transfers, and charges, result in the redemption of Accumulation Units. However, these adjustments do not affect the value of the Accumulation Units.

When You make an allocation to the Investment Divisions, the Company credits Your Contract with Accumulation Units. The number of Accumulation Units credited is determined by dividing the amount allocated to any Investment Division by the Accumulation Unit Value for that Investment Division at the close of the Business Day when the allocation is made.

**Accumulation Unit Value.** The Company determines the value of an Accumulation Unit for each of the Investment Divisions. This is done by:

1. Determining the total amount of money invested in the particular Investment Division;
2. Subtracting from that amount any Mortality and Expense Charge, Administration Charge, Liquidity Option Charge and any applicable taxes;
3. Dividing the remainder by the number of outstanding Accumulation Units.

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## WITHDRAWAL PROVISIONS

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At or before the Income Date, the Owner may withdraw all or part of the amounts under this Contract by informing the Company at the Service Center. For full withdrawal, this Contract, or a completed Lost Contract Affidavit, must be returned to the Service Center.

Upon full withdrawal, the Owner will receive the Withdrawal Value. The Withdrawal Value will be based on values at the end of the Business Day on which the request for withdrawal is received at the Service Center in Good Order. **In no event shall the amount withdrawn, whether a full withdrawal or partial withdrawal, exceed the Withdrawal Value.**

Except in connection with a systematic withdrawal program, the minimum partial withdrawal amount is [\$500], or if less, the Owner's entire interest in the Investment Division from which a withdrawal is requested.

The Owner's interest in the Investment Division from which the withdrawal is requested must be at least [\$100] after the withdrawal is completed if anything is left in that Investment Division.

Unless otherwise specified, the withdrawal will be made from each Investment Division in proportion to their current value. Withdrawals will be based on values at the end of the Business Day on which the request for withdrawal is received in Good Order at the Service Center.

You may elect to take a systematic withdrawal by surrendering a specific sum or a certain percentage on a monthly, quarterly, semiannual or annual basis, subject to a [\$50] minimum withdrawal.

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## DEATH BENEFIT PROVISIONS

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**DEATH OF OWNER BEFORE THE INCOME DATE.** Upon the Owner's death, or the death of any Joint Owner, before the Income Date, the death benefit will be paid to the Beneficiary(ies) designated by the Owner. Upon the death of a Joint Owner, the surviving Joint Owner, if any, will be treated as the primary Beneficiary. Any other beneficiary designation on record at the Service Center at the time of death will be treated as a contingent Beneficiary.

**DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE.** The death benefit is equal to the current Contract Value.

The death benefit amount will be determined as of the end of the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order.

From the time of death of the Owner until the death benefit amount is determined, any amount allocated to an Investment Division will be subject to investment risk. This investment risk is borne by the Beneficiary(ies).

**DEATH BENEFIT OPTIONS BEFORE INCOME DATE.** In the event of the Owner's death or the death of a Joint Owner before the Income Date, a Beneficiary must request that the death benefit be paid under one of the death benefit options below unless the Owner did so previously. The following are the available death benefit options:

1. Option 1 - single lump-sum payment of the death benefit; or
2. Option 2 - payment of the entire death benefit within five years of the date of the death of the Owner or any Joint Owner; or
3. Option 3 - payment of the death benefit under an income option over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary, with distribution beginning within one year of the date of the death of the Owner or Joint Owner.

Any portion of the death benefit not applied under Option 3 within one year of the date of the Owner's death must be distributed within five years of the date of the Owner's death.

If a single lump-sum payment is requested, the amount will be paid within seven days of receipt of proof of death and the election in Good Order at the Service Center, unless the Suspension of Payments under the General Provisions is in effect.

Payment to the Beneficiary, other than in a single lump-sum, may only be elected during the 60-day period beginning with the date of receipt of proof of death in Good Order by the Service Center.

**Spousal Continuation Option.** If the Joint Owner, if any, or the Beneficiary is the spouse of the deceased Owner, he or she may elect to continue the Contract in his or her own name, at the current Contract Value, and exercise all the Owner's rights under the Contract in lieu of taking the death benefit as a lump-sum payment.

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## DEATH BENEFIT PROVISIONS (CONT'D)

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**Pre-selected Death Benefit Option Election.** Prior to the Income Date, the Owner may designate the option under which the death benefit will be paid. This designation of the death benefit option must be given in a form acceptable to the Company, and will take effect only after being recorded by the Company.

The Owner may elect any death benefit option described in this Contract, or other death benefit option, as agreed upon by the Company at the time of election. Once elected, the designation can only be revoked or changed by the Owner in a form acceptable to the Company. Upon the death of the Owner, the Beneficiary may not revoke or modify the death benefit option elected, subject to the requirements of the Internal Revenue Code. However, at the time of the Owner's death, the Company reserves the right to change or modify the death benefit option if the death benefit option previously elected exceeds the life expectancy of the Beneficiary. If a Pre-selected Death Benefit Option Election is not made by the Owner prior to the Owner's death, the Beneficiary may request that the death benefit be paid under any of the death benefit options described in this Contract, or other death benefit option, as agreed upon by the Company at the time of request.

If this Pre-selected Death Benefit Option Election is in force at the time of the Owner's death, the payment of the death benefit may not be postponed, nor can the Contract be continued under any provision of this Contract. These restrictions apply even if the Beneficiary is the spouse of the Owner, unless such restriction is prohibited by law.

**DEATH OF OWNER AFTER THE INCOME DATE.** If the Owner or any Joint Owner, who is not an Annuitant, dies after the Income Date, any remaining payments under the income option elected will continue at least as rapidly as under the method of distribution in effect at the Owner's death. Upon the Owner's death after the Income Date, the Beneficiary becomes the Owner.

**DEATH OF ANNUITANT BEFORE INCOME DATE.** Upon the death of an Annuitant who is not an Owner before the Income Date, the Contract remains in force and the Owner will become the Annuitant. The Owner may designate a new Annuitant, subject to the Company's administrative rules then in effect. However, if the Owner is not a natural person, the death of the primary Annuitant will be treated as the death of the Owner and a new Annuitant may not be designated.

**DEATH OF ANNUITANT AFTER INCOME DATE.** Upon the death of the Annuitant after the Income Date, the death benefit, if any, will be as specified in the income option elected. Death benefits will be paid at least as rapidly as under the method of distribution in effect at the Annuitant's death.

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## INCOME PROVISIONS

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**INCOME DATE.** If no Income Date is selected, the Income Date will be the Latest Income Date. At any time at least seven days prior to the Income Date then indicated on the Company's records, the Owner may change the Income Date to any date later than the Income Date currently on record by written notice to the Service Center, subject to the Latest Income Date.

**INCOME OPTIONS.** The Owner, or any Beneficiary who is so entitled, may elect to receive a single lump-sum. However, a single lump-sum distribution may be deemed to be a withdrawal. Alternatively, an income option may be elected. The Owner may, upon prior written notice to the Company at its Service Center, elect an income option at any time prior to the Income Date or change an income option up to seven days before the Income Date. Unless otherwise designated, the Owner will be the payee.

If no other income option is elected, monthly annuity payments will be made in accordance with Option 3 below, a life annuity with [120]-month period certain. Payments will be made in monthly, quarterly, semiannual or annual installments as selected by the Owner. However, if the amount available to apply under an income option is less than [\$5,000], and state law permits, the Company has the right to make payments in one single lump-sum. In addition, if the first payment provided would be less than [\$50], and state law permits, the Company may require the frequency of payments be at quarterly, semiannual or annual intervals so as to result in an initial payment of at least [\$50].

**NO WITHDRAWALS OF THE CONTRACT VALUE ARE PERMITTED DURING THE ANNUITY PERIOD FOR ANY INCOME OPTION UNDER WHICH PAYMENTS ARE BEING MADE PURSUANT TO LIFE CONTINGENCIES.**

Upon written election filed with the Company at its Service Center, the Contract Value will be applied to provide one of the following income options.

**OPTION 1 - LIFE INCOME.** An annuity payable monthly during the lifetime of the Annuitant. Under this income option, no further annuity payments are payable after the death of the Annuitant, and there is no provision for a death benefit payable to the Owner. Therefore, it is possible under Option 1 for the Owner to receive only one monthly annuity payment under this income option if the Annuitant has an early death.

**OPTION 2 - JOINT AND SURVIVOR.** An annuity payable monthly while both the Annuitant and a designated second person are living. Upon the death of either person, the monthly annuity payments will continue during the lifetime of the survivor at either the full amount previously payable or as a percentage (either one-half or two-thirds) of the full amount, as chosen at the time of election of the income option. If a reduced annuity payment to the survivor is desired, variable annuity payments will be determined using either one-half or two-thirds of the number of each type of Annuity Unit credited. Fixed annuity payments will be equal to either one-half or two-thirds of the fixed annuity payment payable during the joint life of the Annuitant and the designated second person.

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## INCOME PROVISIONS (CONT'D)

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Annuity payments terminate automatically and immediately upon the death of the surviving person without regard to the number or total amount of payments received. There is no minimum number of fixed annuity payments, and it is possible to have only one monthly annuity payment if both the Annuitant and the designated second person die before the due date of the second payment.

**OPTION 3 - LIFE ANNUITY WITH [120] OR [240] MONTHLY PERIODS GUARANTEED.** An annuity payable monthly during the lifetime of the Annuitant with the guarantee that if, at the death of the Annuitant, payments have been made for fewer than the guaranteed [120] or [240] monthly periods, as elected, the balance of the guaranteed number of payments will continue to be made to the Owner as scheduled. In the event the Owner dies before the specified number of guaranteed payments has been made, the Beneficiary(ies) may elect to continue receiving the fixed and variable payments according to the terms of this Contract or may alternatively elect to receive the present value of any remaining guaranteed payments in a single lump-sum, the amount of which is calculated by the Company. The present value of any remaining guaranteed payments will be based on the total annuity payment as of the date of the calculation.

**OPTION 4 - INCOME FOR A SPECIFIED PERIOD.** Under this income option, the Owner can elect monthly payments for any number of years from [5] to [30]. This election must be made for full 12-month periods. In the event the Owner dies before the specified number of payments has been made, the Beneficiary(ies) may elect to continue receiving the fixed and variable payments according to the terms of this Contract or may alternatively elect to receive the present value of any remaining guaranteed payments in a single lump-sum, the amount of which is calculated by the Company. The present value of any remaining guaranteed payments will be based on the total annuity payment as of the date of the calculation.

**ADDITIONAL OPTIONS.** The Company may make other income options available including income options for longer periods.

**FIXED ANNUITY PAYMENTS.** To the extent a fixed income option has been elected, the Contract Value allocated to the fixed annuity payment option, less any applicable taxes and other Contract charges, shall be applied to the payment of the income option elected at annuity rates at least as great as the annuity rates based upon the Table of Income Options specified in the Contract.

The appropriate rate must be determined by the sex (except where, as in the case of certain Qualified Plans and other employer-sponsored retirement plans, such classification is not permitted) and age of the Annuitant and designated second person, if any.

In no event will the fixed payments be changed once they begin.

**VARIABLE ANNUITY PAYMENT.** The initial variable annuity payment is determined by taking the Contract Value allocated to that Investment Division, less any applicable taxes and other Contract charges, and then applying it to the Table of Income Options specified in the Contract. The appropriate rate must be determined by the sex (except where, as in the case of certain Qualified Plans and other employer-sponsored retirement plans, such classification is not permitted) and age of the Annuitant and designated second person, if any.

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## INCOME PROVISIONS (CONT'D)

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The first variable annuity payment is divided by the value of an Annuity Unit as of the Income Date to establish the number of Annuity Units representing each variable annuity payment. The number of Annuity Units determined for the first variable annuity payment remains constant for the second and subsequent variable annuity payments, assuming that no reallocation of Contract Values is made.

The amount of the second and each subsequent variable annuity payment is determined by multiplying the number of Annuity Units by the Annuity Unit Value as of the Business Day next preceding the date on which each payment is due.

**ANNUITY UNIT VALUE.** The initial value of an Annuity Unit of each Investment Division was set when the Investment Divisions were established. The value may increase or decrease from one Business Day to the next. The Table of Income Options contained in the Contract is based on the assumed net investment rates described in the Basis of Computation provision. If the actual net investment rate experienced by an Investment Division exceeds the assumed net investment rate, variable annuity payments will increase over time. Conversely, if the actual net investment rate is less than the assumed net investment rate, variable annuity payments will decrease over time. If the actual net investment rate equals the assumed net investment rate, the variable annuity payments will remain constant.

The value of a fixed number of Annuity Units will reflect the investment performance of the Investment Divisions, and the amount of each payment will vary accordingly.

For each Investment Division, the value of an Annuity Unit for any Business Day is determined by multiplying the Annuity Unit Value for the immediately preceding Business Day by the net investment factor for the Business Day for which the Annuity Unit Value is being calculated. The result is then multiplied by a second factor which offsets the effect of the assumed net investment rate. The net investment factor, which reflects changes in the net asset value of Investment Divisions, is determined by dividing 1. by 2., and then subtracting 3. from the result, where:

1. Is the net result of:
  - a. the net asset value of an Investment Division determined as of the end of the Business Day, plus
  - b. the per share amount of any dividend or other distribution declared by the Investment Division if the "ex-dividend" date occurs on the Business Day, plus or minus
  - c. a per share credit or charge with respect to any taxes paid or reserved for by the Company which are determined by the Company to be attributable to the operation of the Investment Division (no federal income taxes are applicable under present law);
2. Is the net asset value of the Investment Division determined as of the end of the preceding Business Day; and
3. Is the asset charge factor determined by the Company for the Business Day to reflect the applicable Mortality and Expense Charge, and the Administration Charge (but not the Liquidity Option Charge).

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## **TERMINATION PROVISION**

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This Contract will terminate and all benefits under this Contract will cease on the earlier of:

1. the date of a full surrender;
2. the date the Contract Value falls to zero for any reason; or
3. the date upon which due proof of death of the Owner (or any Joint Owner) and an election of the type of payment to the Beneficiary(ies) is received at Our Service Center in Good Order.

## TABLE OF INCOME OPTIONS

The following table is for this Contract whose net proceeds are \$1,000, and will apply pro rata to the amount payable under this Contract.

UNDER OPTION 4		MONTHLY INSTALLMENT UNDER OPTIONS 1 OR 3															
No. of Monthly Installments	Monthly Installments	Age of Annuitant	No. of Mos. Certain			Age of Annuitant	No. of Mos. Certain			Age of Annuitant	No. of Mos. Certain			Age of Annuitant	No. of Mos. Certain		
			Male	Life	120		240	Male	Life		120	240	Female		Life	120	240
60	17.09	40	2.44	2.43	2.41	68	5.15	4.89	4.11	40	2.28	2.27	2.26	68	4.59	4.46	3.96
72	14.31	41	2.48	2.48	2.45	69	5.36	5.05	4.17	41	2.31	2.31	2.30	69	4.76	4.61	4.03
84	12.33	42	2.53	2.52	2.49	70	5.58	5.22	4.22	42	2.36	2.35	2.34	70	4.95	4.77	4.10
96	10.84	43	2.58	2.57	2.54	71	5.81	5.39	4.27	43	2.40	2.39	2.38	71	5.16	4.94	4.17
108	9.68	44	2.63	2.62	2.59	72	6.06	5.56	4.32	44	2.44	2.44	2.42	72	5.38	5.11	4.23
120	8.76	45	2.68	2.67	2.63	73	6.33	5.74	4.36	45	2.49	2.48	2.46	73	5.62	5.30	4.28
132	8.00	46	2.74	2.73	2.68	74	6.61	5.92	4.40	46	2.54	2.53	2.51	74	5.88	5.49	4.34
144	7.37	47	2.80	2.79	2.74	75	6.91	6.10	4.43	47	2.59	2.58	2.56	75	6.16	5.69	4.38
156	6.84	48	2.86	2.85	2.79	76	7.24	6.29	4.46	48	2.64	2.63	2.60	76	6.46	5.89	4.42
168	6.38	49	2.93	2.91	2.84	77	7.59	6.47	4.49	49	2.70	2.69	2.66	77	6.78	6.10	4.45
180	5.98	50	2.99	2.97	2.90	78	7.96	6.65	4.51	50	2.75	2.74	2.71	78	7.14	6.30	4.48
192	5.64	51	3.06	3.04	2.96	79	8.37	6.84	4.53	51	2.81	2.80	2.76	79	7.52	6.51	4.51
204	5.33	52	3.14	3.11	3.02	80	8.80	7.01	4.55	52	2.88	2.87	2.82	80	7.94	6.72	4.53
216	5.06	53	3.22	3.19	3.08	81	9.25	7.19	4.56	53	2.95	2.93	2.88	81	8.39	6.93	4.54
228	4.82	54	3.30	3.27	3.15	82	9.75	7.35	4.57	54	3.02	3.00	2.94	82	8.88	7.12	4.56
240	4.60	55	3.39	3.35	3.21	83	10.27	7.51	4.58	55	3.09	3.07	3.00	83	9.41	7.31	4.57
252	4.40	56	3.48	3.44	3.28	84	10.83	7.66	4.58	56	3.17	3.15	3.07	84	9.99	7.49	4.58
264	4.22	57	3.57	3.53	3.35	85	11.43	7.80	4.59	57	3.25	3.23	3.13	85	10.61	7.66	4.58
276	4.06	58	3.68	3.62	3.42	86	12.07	7.92	4.59	58	3.34	3.31	3.20	86	11.28	7.81	4.59
288	3.90	59	3.79	3.73	3.49	87	12.75	8.04	4.59	59	3.43	3.40	3.27	87	12.00	7.95	4.59
300	3.77	60	3.90	3.83	3.56	88	13.48	8.15	4.59	60	3.53	3.50	3.35	88	12.77	8.07	4.59
312	3.64	61	4.02	3.94	3.63	89	14.25	8.25	4.60	61	3.64	3.60	3.42	89	13.58	8.18	4.60
324	3.52	62	4.16	4.06	3.70	90	15.07	8.34	4.60	62	3.75	3.70	3.50	90	14.44	8.28	4.60
336	3.41	63	4.30	4.18	3.77	91	15.94	8.41	4.60	63	3.87	3.81	3.58	91	15.34	8.36	4.60
348	3.31	64	4.44	4.31	3.84	92	16.87	8.48	4.60	64	3.99	3.93	3.65	92	16.28	8.44	4.60
360	3.21	65	4.60	4.45	3.91	93	17.85	8.54	4.60	65	4.13	4.05	3.73	93	17.26	8.51	4.60
		66	4.77	4.59	3.98	94	18.90	8.60	4.60	66	4.27	4.18	3.81	94	18.29	8.56	4.60
		67	4.96	4.74	4.05	95	20.03	8.64	4.60	67	4.42	4.31	3.89	95	19.37	8.61	4.60

**Note:** Due to the length of the information, the factors for Option 2 are available from the Service Center upon Your request.

**BASIS OF COMPUTATION.** [The actuarial basis for the Table of Income Options shall be the Annuity 2000 Mortality Table, with an assumed net investment rate of 1%, and a 0% expense load.] The interest rate used in the present value calculation referred to in Options 3 and 4 will be determined by the Company, but in no instance will it be greater than 1% higher than the rate used to calculate the initial payment. The differential in the interest rates is equivalent to a fee for the recalculation and commutation of the payments. The Table of Income Options does not include any applicable tax. The benefits of this Contract will not vary due to expense and/or mortality results.

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## GENERAL PROVISIONS (CONT'D)

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**CONFORMITY WITH LAWS.** This Contract will be interpreted under the law of the state in which it is issued and any applicable federal laws. Any provision that is in conflict with the law of such state or any federal law is amended to conform to the minimum requirements of such law.

**CONTESTABILITY.** The Company will not contest this Contract from its Issue Date, as shown on the Contract Data Page.

**ENTIRE CONTRACT.** The Contract, and any attached Company forms, endorsements and amendments together make up the entire Contract.

**INCORRECT AGE.** If the age of the Owner or Annuitant is incorrect, the payments will be those that the Premiums paid would have purchased at the correct age. Any underpayments will be adjusted immediately by the Company. Overpayments will be deducted from future payments.

**MODIFICATION OF CONTRACT.** Any change or waiver of the provisions of this Contract must be in writing and signed by the President, a Vice President, the Secretary or Assistant Secretary of the Company. No financial representative or producer has authority to change or waive any provision of this Contract. The Company may amend or waive any portion of this Contract without notice or consent if state or federal law permits or so requires.

**NONPARTICIPATING.** This Contract does not share in the Company's surplus or earnings.

**NOTICE.** Information or instructions given to the Company by You must be in a form satisfactory to the Company, referred to as Good Order. Such notice takes effect when the Company accepts it and it is recorded at the Service Center.

Any notice the Company sends to the Owner will be sent to the Owner's last known address unless the Owner requests otherwise in writing. Any request or notice must be sent to the Service Center, unless the Company advises You otherwise. You are responsible for promptly notifying the Company of any address change.

**PROOF OF AGE OR SURVIVAL.** The Company may require satisfactory proof of correct age at any time. If any payment under this Contract depends on the Annuitant, Owner or Beneficiary being alive, the Company may require satisfactory proof of survival.

**PROTECTION OF PROCEEDS.** Proceeds under this Contract are not assignable by any Beneficiary prior to the time such proceeds become payable. To the extent permitted by applicable law, proceeds are not subject to the claims of creditors or to legal process.

**REPORTS.** The Company will send You a report at least once a year. The Company will also send You reports as required by law. They shall be addressed to the last address of the Owner known to the Company.

## TABLE OF INCOME OPTIONS

The following table is for this Contract whose net proceeds are \$1,000, and will apply pro rata to the amount payable under this Contract.

UNDER OPTION 4		MONTHLY INSTALLMENT UNDER OPTIONS 1 OR 3							
No. of Monthly Installments	Monthly Installments	Age of Annuitant	No. of Mos. Certain			Age of Annuitant	No. of Mos. Certain		
			Unisex	Life	120		240	Unisex	Life
60	17.09	40	2.34	2.34	2.32	68	4.81	4.63	4.02
72	14.31	41	2.38	2.38	2.36	69	5.00	4.79	4.09
84	12.33	42	2.43	2.42	2.40	70	5.20	4.95	4.15
96	10.84	43	2.47	2.47	2.44	71	5.41	5.12	4.21
108	9.68	44	2.52	2.51	2.49	72	5.65	5.30	4.27
120	8.76	45	2.57	2.56	2.53	73	5.90	5.48	4.32
132	8.00	46	2.62	2.61	2.58	74	6.16	5.66	4.36
144	7.37	47	2.67	2.66	2.63	75	6.45	5.86	4.40
156	6.84	48	2.73	2.72	2.68	76	6.76	6.05	4.44
168	6.38	49	2.79	2.78	2.73	77	7.10	6.25	4.47
180	5.98	50	2.85	2.84	2.79	78	7.46	6.45	4.50
192	5.64	51	2.92	2.90	2.84	79	7.85	6.65	4.52
204	5.33	52	2.98	2.97	2.90	80	8.27	6.84	4.54
216	5.06	53	3.05	3.04	2.96	81	8.73	7.03	4.55
228	4.82	54	3.13	3.11	3.02	82	9.22	7.22	4.56
240	4.60	55	3.21	3.19	3.09	83	9.75	7.39	4.57
252	4.40	56	3.29	3.27	3.15	84	10.32	7.56	4.58
264	4.22	57	3.38	3.35	3.22	85	10.93	7.71	4.59
276	4.06	58	3.48	3.44	3.29	86	11.59	7.86	4.59
288	3.90	59	3.57	3.53	3.36	87	12.30	7.99	4.59
300	3.77	60	3.68	3.63	3.44	88	13.05	8.10	4.59
312	3.64	61	3.79	3.74	3.51	89	13.85	8.21	4.60
324	3.52	62	3.91	3.85	3.58	90	14.69	8.30	4.60
336	3.41	63	4.04	3.96	3.66	91	15.58	8.39	4.60
348	3.31	64	4.17	4.08	3.73	92	16.52	8.46	4.60
360	3.21	65	4.32	4.21	3.81	93	17.50	8.52	4.60
		66	4.47	4.34	3.88	94	18.54	8.58	4.60
		67	4.63	4.49	3.95	95	19.63	8.62	4.60

**Note:** Due to the length of the information, the factors for Option 2 are available from the Service Center upon Your request.

**BASIS OF COMPUTATION.** [The actuarial basis for the Table of Income Options shall be the Annuity 2000 Mortality Table, with an assumed net investment rate of 1%, and a 0% expense load.] The interest rate used in the present value calculation referred to in Options 3 and 4 will be determined by the Company, but in no instance will it be greater than 1% higher than the rate used to calculate the initial payment. The differential in the interest rates is equivalent to a fee for the recalculation and commutation of the payments. The Table of Income Options does not include any applicable tax. The benefits of this Contract will not vary due to expense and/or mortality results.

[Elite Access (03/12)]

VARIABLE AND FIXED ANNUITY APPLICATION [(VA650)]

[VARIABLE ANNUITY APPLICATION [(VA660)]]



NATIONAL LIFE INSURANCE COMPANY

Home Office: Lansing, Michigan  
www.jackson.com

First Class Mail: P.O. Box 30314  
Lansing, MI 48909-7814

Overnight Mail: 1 Corporate Way  
Lansing, MI 48951

Customer Care: 800-873-5654  
Bank or Financial Institution Customer Care: 800-777-7779

Fax: 800-943-6761  
Hours: 8:00 a.m. to 8:00 p.m. ET  
Email: contactus@jackson.com

Broker/Dealer or External Account No. (if applicable)

Annuitization/Income Date (mm/dd/yyyy) If an Income Date is not specified, the Company will default to the Latest Income Date as shown in the Contract.

 /  / 

PLEASE PRINT

If Owner is a Trust, Trustee Certification form [X5335] or trust documents are required with application.

It is required for Good Order that you provide a physical address.

If Owner (and/or Joint Owner) is not a U.S. Citizen and/or a U.S. Resident, [Form W-9] or [Form W-8BEN] (as applicable) is required with application.

Primary Owner

Type of Ownership:  Individual/Joint  Custodian  Trust  Corporation/Pension Plan  Government Entity Sex Male  Female  U.S. Citizen Yes  No

Social Security Number or Tax I.D. Number Telephone Number (including area code) ( )

First Name Middle Name Last Name Date of Birth (mm/dd/yyyy) / /

Non-Natural Owner/Entity Name (if applicable) Email Address

Physical Address Line 1 (No P.O. Boxes) Line 2 City State ZIP Code

Mailing Address Line 1 Line 2 City State ZIP Code

Joint Owner

First Name Middle Name Last Name

Social Security Number Date of Birth (mm/dd/yyyy) Sex Male  Female  U.S. Citizen Yes  No

Email Address Relationship to Owner Telephone Number (including area code) ( )  Spouse  Other

Physical Address Line 1 (No P.O. Boxes) Line 2 City State ZIP Code

Primary Annuitant

Same as Owner Social Security Number Telephone No. (including area code) Sex Male  Female  U.S. Citizen Yes  No

First Name Middle Name Last Name Date of Birth (mm/dd/yyyy) / /

Physical Address Line 1 (No P.O. Boxes) Line 2 City State ZIP Code



**Joint Annuitant**

Same as Joint Owner

Social Security Number:

Telephone No. (including area code): (  )

Sex: Male  Female

U.S. Citizen: Yes  No

First Name:  Middle Name:  Last Name:

Date of Birth (mm/dd/yyyy):  /  /

Physical Address Line 1 (No P.O. Boxes):  Line 2:  City:  State:  ZIP Code:

**!** It is required for Good Order that the Death Benefit Percentage be whole numbers and **must** total 100% for each beneficiary type.

• Please use form [X3041] for additional beneficiaries.

**Beneficiary(ies)**

Primary

Percentage of Death Benefit:  %

Social Security/Tax I.D. Number:

Date of Birth (mm/dd/yyyy):  /  /

Individual Name (First, Middle, Last) or Non-Natural Entity Name:

---

Primary  Contingent

Percentage of Death Benefit:  %

Social Security/Tax I.D. Number:

Date of Birth (mm/dd/yyyy):  /  /

Individual Name (First, Middle, Last) or Non-Natural Entity Name:

**Electronic Delivery Authorization**

• Check the boxes next to the types of documents you wish to receive electronically.

**I consent to receive electronically:**

**ALL DOCUMENTS**

Periodic and immediate confirmation statements

Annual and Semi-Annual reports

Prospectuses and prospectus supplements

Other Contract-related correspondence

GO GREEN. IT'S ONLY NATURAL.



This consent will continue unless and until revoked and will cover delivery to you in the form of an email or by notice to you of a document's availability on Jackson National Life Insurance Company's (also referred to as Jackson®) website. Please contact the appropriate Jackson Service Center or go to [www.jackson.com](http://www.jackson.com) to update your email address, revoke your consent to electronic delivery or request paper copies. Certain types of correspondence may continue to be delivered by the United States Postal Service for compliance reasons. Registration on Jackson's website ([www.jackson.com](http://www.jackson.com)) is required for electronic delivery of Contract-related correspondence.

My email address is: . I (We) will notify the company of any new email address.

The computer hardware and software requirements that are necessary to receive, process and retain electronic communications that are subject to this consent are as follows: To view and download material electronically, you must have a computer with Internet access, an active email account and Adobe Acrobat Reader. If you don't already have Adobe Acrobat Reader, you can download it free from [www.adobe.com](http://www.adobe.com).

There is no charge for electronic delivery of electronic communications, although you may incur the costs of Internet access and of such computer and related hardware and software as may be necessary for you to receive, process and retain electronic communications from Jackson. Please make certain you have given Jackson a current email address. Also let Jackson know if that email address changes. We may need to notify you of a document's availability through email. You may request paper copies, whether or not you consent or revoke your consent for electronic delivery, at any time and for no charge. Even if you have given us consent, we are not required to make electronic delivery and we have the right to deliver any communications in paper form.

- Make all checks payable to **Jackson National Life Insurance Company**.

**Premium Payment**

Select method of payment: Check \$  Wire \$   
 External Transfer \$  Internal Transfer \$

**Annuity Type**

IRA - Traditional\*       Non-Tax Qualified       403(b) TSA  
 Stretch/Inherited/Beneficiary IRA       Roth Conversion       SEP  
 Roth IRA\*       Other:

\*Tax Contribution Years and Amounts:  
 Year:  \$       Year:  \$

**Statement Regarding Existing Policies or Annuity Contracts**

It is required for Good Order that this entire section be completed. COMPLETE [X0512] "REPLACEMENT OF LIFE INSURANCE OR ANNUITIES" WHERE REQUIRED (must be dated on or before the Application Sign Date to be in Good Order).

I (We) certify that: (please select one)  
 I (We) do not have any existing life insurance policies or annuity contracts.  
 I (We) do have existing life insurance policies or annuity contracts.

**Notice to Producer/Representative: If the Applicant does have existing life insurance policies or annuity contracts you must present and read to the Applicant the Replacement of Life Insurance or Annuities form [X0512]- state variations may apply) and return the notice, signed by both the Producer/Representative and Applicant, with the Application.**

**Are you replacing an existing life insurance policy or annuity contract?**      No       Yes

**Transfer Information**

Please check the appropriate box(es) under the "Transfer Type" and "Client Initiated" headings. **Jackson will only request the funds if the "Client Initiated" section is left blank or checked "No".**

Transfer Type	Client Initiated	Company releasing funds	Account number	Anticipated date of receipt	Anticipated transfer amount
<input type="checkbox"/> Full	<input type="checkbox"/> Yes	<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	\$ <input type="text"/>
<input type="checkbox"/> Partial	<input type="checkbox"/> No	<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	\$ <input type="text"/>
<input type="checkbox"/> Full	<input type="checkbox"/> Yes	<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	\$ <input type="text"/>
<input type="checkbox"/> Partial	<input type="checkbox"/> No	<input type="text"/>	<input type="text"/>	<input type="text"/> / <input type="text"/> / <input type="text"/>	\$ <input type="text"/>

Non-Qualified Plan Types:  IRC 1035 Exchange       Non-1035 Exchange  
 All Other Plan Types:  Direct Transfer       Direct Rollover       Non-Direct Rollover

**Telephone and Electronic Transfers Authorization**

- This authorization is not extended to Authorized Callers.

By checking "Yes," I (we) authorize Jackson National Life Insurance Company (Jackson) to accept fund transfers/ allocation changes via telephone, Internet, or other electronic medium from me (us) and my (our) Producer/Representative, subject to Jackson's administrative procedures.

**Do you consent to these types of transfers?**      Yes       No  If no election is made, Jackson will default to "Yes" for residents of all states **except** Florida, Nebraska, Nevada, New Hampshire, and North Dakota.

Jackson has administrative procedures that are designed to provide reasonable assurances that telephone/electronic authorizations are genuine. If Jackson fails to employ such procedures, it may be held liable for losses resulting from a failure to use such procedures. I (We) agree that Jackson, its affiliates, and subsidiaries shall not be liable for losses incurred in connection with telephone/electronic instructions received, and acted on in good faith, not withstanding subsequent allegations of error or mistake in connection with any such transaction instruction.

**Authorized Callers**

- This authorization is not extended to Telephone and Electronic Transfers Authorization.

If you want to authorize an individual other than your Producer/Rep to receive Contract information via telephone, please list that individual's information here.

First Name      Middle Name      Last Name  
           

Social Security/Tax I.D. Number      Date of Birth (mm/dd/yyyy)  
       /  /

• **Optional Benefit:** Additional charges will apply. Please see the prospectus for details.

**Optional Benefit** May not be available in all states and once selected cannot be changed.

**Liquidity Option** (Contract Form [VA660])

Fixed Account Options are not available if Liquidity Option is selected.

**Premium Allocation**

Tell us how you want your annuity premiums invested. Whole percentages only. **TOTAL ALLOCATION MUST EQUAL 100%.**

Total number of allocation selections may not exceed [18].

Traditional Investments	Alternative Investments	Packaged Guidance Solutions
% Curian®/American Funds Growth	% JNL/AQR Managed Futures Strategy	% Curian Dynamic Risk Advantage Aggressive
% Curian/The Boston Company Equity Income	% Curian/AQR Risk Parity	% Curian Dynamic Risk Advantage Diversified
% Curian/EPOCH Global Shareholder Yield	% JNL/BlackRock Global Allocation	% Curian Dynamic Risk Advantage Income
% JNL/Franklin Templeton Global Multisector Bond	% Curian/The Boston Company Multi-Alpha Market Neutral Equity	% Curian Guidance - Balanced Income
% JNL/Franklin Templeton International Small Cap Growth	% JNL/Brookfield Global Infrastructure	% Curian Guidance - Institutional ALT 65
% JNL/Franklin Templeton Small Cap Value	% Curian/FAMCO Flex Core Covered Call	% Curian Guidance - Institutional ALT 100
% JNL/Invesco Small Cap Growth	% JNL/Goldman Sachs Emerging Markets Debt	% Curian Guidance - Maximize Income
% JNL/JPMorgan MidCap Growth	% Curian/Invesco Balanced-Risk Commodities	% Curian Guidance - Maximum Growth
% Curian/PIMCO Income	% JNL/Invesco Global Real Estate	% Curian Guidance - Moderate Growth
% JNL/PIMCO Real Return	% JNL/IVY Asset Strategy	% Curian Guidance - Rising Income
% JNL/PPM America Floating Rate Income	% JNL/Lazard Emerging Markets	% Curian Guidance - Tactical Maximum Growth
% JNL/PPM America High Yield Bond	% JNL/Mellon Capital Management Global Alpha	% Curian Guidance - Tactical Moderate Growth
% JNL/PPM America Mid Cap Value	% Curian/Nicholas Convertible Arbitrage	% Curian Tactical Advantage 35
% JNL/T.Rowe Price Established Growth	% Curian/PineBridge Merger Arbitrage	% Curian Tactical Advantage 60
% JNL/T.Rowe Price Value	% JNL/Red Rocks Listed Private Equity	% Curian Tactical Advantage 75
% JNL/WMC Money Market		
% Curian/Franklin Templeton Natural Resources		

**NOTE:** The Contract permits Jackson without advance notice to restrict the amount of Premium payments into, and the amount and frequency of transfers between, into and from, any Fixed Account Option; to close any Fixed Account Option; and to require transfers from a Fixed Account Option. Accordingly, you should consider whether investment in a Fixed Account Option is suitable given your investment objectives.

**Fixed Account Options \***

**\*Not available if the Liquidity Option is selected.**

% 1-Year
% 3-Year
% 5-Year
% 7-Year

**Systematic Investment** (periodic premium reallocation program)

Systematic Investment Options may be available. Please see Systematic Investment form [V5485].



## Notice to Applicant

**ARKANSAS, COLORADO, KENTUCKY, MAINE, NEW MEXICO, OHIO, PENNSYLVANIA, TENNESSEE, AND WEST VIRGINIA RESIDENTS, PLEASE NOTE:** 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.

**CALIFORNIA RESIDENTS, AGE 65 OR OLDER:** Prior to purchasing any life insurance product, you should understand that the sale or liquidation of any stock, bond, IRA, certificate of deposit, mutual fund, annuity, or other asset to fund the purchase of the product may have tax consequences, early withdrawal penalties, or other costs or penalties as a result of the sale or liquidation. You or your representative may wish to consult an independent legal or financial advisor before selling or liquidating any assets prior to the purchase of any life or annuity product.

In **COLORADO**, any insurance company, or agent of an insurance company, who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding, or attempting to defraud, the policyholder or claimant with regard to a settlement or award payable from insurance proceeds, shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**DISTRICT OF COLUMBIA RESIDENTS, PLEASE NOTE: WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

**MARYLAND RESIDENTS, PLEASE NOTE:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**LOUISIANA AND RHODE ISLAND RESIDENTS, PLEASE NOTE:** 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.

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

**OKLAHOMA RESIDENTS, PLEASE NOTE:** 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 is guilty of a felony.

## Client Acknowledgements

1. I (We) hereby represent to the best of my (our) knowledge and belief that each of the statements and answers contained in this application are true, complete and correctly recorded.
2. I (We) certify that the Social Security or Taxpayer Identification number(s) shown above is (are) correct.
3. **I (We) understand that annuity benefits, death benefit values, and withdrawal values, if any, when based on the investment experience of an Investment Division in the separate account of Jackson, are variable and may be increased or decreased, and the dollar amounts are not guaranteed.**
4. I (We) have been given a current prospectus for this variable annuity and for each available Investment Division.
5. The Contract I (we) have applied for is suitable for my (our) insurance and investment objectives, financial situation and needs.
6. I understand the restrictions imposed by 403(b)(11) of the Internal Revenue Code. I understand the investment alternatives available under my employer's 403(b) plan, to which I may elect to transfer my Contract Value.
7. I (We) understand that the Contract's Fixed Account Minimum Interest Rate will be redetermined each Redetermination Date. The redetermined rate, which may be higher or lower than the Initial Fixed Account Minimum Interest Rate, will apply for that entire Redetermination Period. (Not applicable if Liquidity Optional Benefit is selected.)
8. **I (We) understand that allocations to the Fixed Account Options, with certain exceptions, are subject to an adjustment if withdrawn or transferred prior to the end of the applicable period, which may reduce amounts withdrawn or transferred. (Not applicable if Liquidity Optional Benefit is selected.)**
9. I (We) certify that the age of the Owner and any Joint Owner, primary spousal Beneficiary, Annuitant, or Joint Annuitant, if applicable, stated in this application are true and correctly recorded.
10. I (We) understand that Jackson issues other annuities with similar features, benefits, limitations and charges. I (We) have discussed the alternatives with my (our) financial representative.

**Client Signatures**

It is required for Good Order that all applicable parties to the Contract sign here.

Owner's Signature	Date Signed (mm/dd/yyyy)	State where signed
<input type="text"/>	<input type="text" value="/ /"/>	<input type="text"/>
Owner's Title (required if owned by an Entity)		
<input type="text"/>		
Joint Owner's Signature	Date Signed (mm/dd/yyyy)	State where signed
<input type="text"/>	<input type="text" value="/ /"/>	<input type="text"/>
Annuitant's Signature (if other than Owner)	Date Signed (mm/dd/yyyy)	State where signed
<input type="text"/>	<input type="text" value="/ /"/>	<input type="text"/>
Joint Annuitant's Signature (if other than Joint Owner)	Date Signed (mm/dd/yyyy)	State where signed
<input type="text"/>	<input type="text" value="/ /"/>	<input type="text"/>

Complete this certification regarding sales material section only if:

- Your client has other existing policies or annuity contracts

**AND**

- Will be either terminating any of those existing policies or using the funds from existing policies to fund this new Contract.

**Producer/Representative Acknowledgements**

I certify that:

I did not use sales material(s) during the presentation of this Jackson product to the applicant.

I used only Jackson-approved sales material(s) during the presentation of this Jackson product to the applicant. In addition, copies of all approved sales material(s) used during the presentation were left with the applicant.

- By signing this form, I certify that:
- I am authorized and qualified to discuss the Contract herein applied for.
  - I have fully explained the Contract to the client, including Contract restrictions and charges and I believe this transaction is suitable given the client's financial situation and needs.
  - The Producer/Representative's Certification Regarding Sales Material has been answered correctly.
  - I have read Jackson's Position With Respect to the Acceptability of Replacements [XADV5790] and ensure that this replacement (if applicable) is consistent with that position.
  - The applicant's Statement Regarding Existing Policies or Annuity Contracts has been answered correctly to the best of my knowledge and belief.
  - The applicant's statement as to whether or not an existing life insurance policy or annuity contract is being replaced is true and accurate to the best of my knowledge and belief.
  - I have complied with requirements for disclosures and/or replacements as necessary.

**Program Options Note:** Contact your home office for program information. If no option is indicated, the designated default will be used.

Jackson Prod./Rep. No.	Producer/Representative Signature	Date Signed (mm/dd/yyyy)
<input type="text"/>	<input type="text"/>	<input type="text" value="/ /"/>
First Name	Middle Name	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Email Address	Business Telephone No. (including area code)	
<input type="text"/>	<input type="text" value="( )"/>	
Program Options <input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input type="checkbox"/> D <input type="checkbox"/> E	Percentage <input type="text"/> %	

If more than one Producer/Representative is participating in a Program Option on this case, please provide all Producer/Representative names, Jackson Producer/Representative numbers and percentages for each (totaling 100%).

It is required for Good Order that all Producer/Rep numbers be supplied.

Producer/Representative Name	Jackson Producer/Representative No.	Percentage
<input type="text"/>	<input type="text"/>	<input type="text"/> %
Producer/Representative Name	Jackson Producer/Representative No.	Percentage
<input type="text"/>	<input type="text"/>	<input type="text"/> %

**Not FDIC/NCUA Insured • Not Bank/CU guaranteed • May lose value  
Not a deposit • Not insured by any federal agency**

SERFF Tracking Number: JACK-127654391 State: Arkansas  
 Filing Company: Jackson National Life Insurance Company State Tracking Number: 50006  
 Company Tracking Number: VA650 ET AL  
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium  
 Variable and Variable  
 Product Name: Individual Deferred Variable and Fixed Annuity Contract  
 Project Name/Number: Individual Deferred Variable and Fixed Annuity Contract/VA650 ET AL

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Bypassed - Item:</b> Flesch Certification		
<b>Bypass Reason:</b> Not applicable		
<b>Comments:</b>		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Application		
<b>Comments:</b>		
Application is attached under the Form Schedule tab of this filing.		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Life & Annuity - Acturial Memo		
<b>Comments:</b>		
<b>Attachments:</b>		
VA650 (base) Statement of Actuarial Basis.pdf		
VA660 (base) Statement of Actuarial Basis.pdf		
VA650 Attained Age Withdrawal Charges Attachment.pdf		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Statement of Variability		
<b>Comments:</b>		
<b>Attachments:</b>		
VA650 Statement of Variability (Base) 10-10-11.pdf		
VA660 Statement of Variability (Base) 10-10-11.pdf		
VDA 651 03-12, et al Statement of Variability - Base.pdf		

**JACKSON NATIONAL LIFE INSURANCE COMPANY  
STATEMENT OF VARIABILITY  
VA650**

Revised: October 10, 2011

<b>Page</b>	<b>Bracketed (Variable)</b>	<b>Range of Variables</b>
Face	1 Corporate Way Lansing, Michigan 48951 <a href="http://www.jackson.com">www.jackson.com</a>	This is the current address and website of Jackson National Life Insurance Company, and it is appropriate to bracket the information as variable. In the future, if changed, it will reflect a different valid street address within the confines of the United States, as well as a valid Company website.
Face	Free Look 10 days	The standard right to examine period is 10 days. If Your state requires a longer period, or an additional number of days for replacement business or a number of days for replacements it will be reflected appropriately on the face page. If we choose to extend the number of days in the future, we will replace the 10 days (or the days noted for replacements) with a new number of days, which will never exceed 60 days.
Face	Signature of Jackson National Life's Secretary and President	As the identity of these individuals could change over time, it is appropriate to bracket them as variable. The identities of these company officers has no material effect on the risk assumed by Jackson National Life Insurance Company or the contract owner under the contract.
2	Table of Contents Page Numbers	Information bracketed on this page as variable are the page numbers of the contract. As these may change in the future based on any approved additions or deletions to the contract, they have been considered variable. It is Jackson National Life Insurance Company's position that these page numbers do not materially affect the risk assumed by either it or the contract owner under the contract.
3a	Initial Fixed Account Minimum Interest Rate [1.00%]	Not less than 1% or greater than 3%  Will never be less than that required to comply with the Standard Nonforfeiture Law for Individual Deferred Annuities.
3b	Mortality and Expense Charge: [0.85%]	Not less than 0.05% or more than 3%
3b	Administration Charge: [0.15%]	Not less than 0.05% or more than 0.25%
3b	Total Asset Based Charge: [1.00%]	Equal to the sum of the Mortality and Expense Charge and the Administration Charge.
3b	Annual Contract Maintenance Charge [\$50.00]	Not less than \$0 or more than \$50
3b	Contract Value at or above which the Annual Contract Maintenance Charge will be waived [\$50,000]	Not less than \$50 or more than \$1,000,000.
3b	Withdrawal Charge: [0 6.50% 1 6.00% 2 5.00% 3 4.00% 4 3.00% 5+ 0.00%]	Not to exceed 10.0% and never more than that required to comply with the Standard Nonforfeiture Law for Individual Deferred Annuities.
3b	Maximum Partial or full Withdrawal Charge Percentage for Owner's age [88] or older.	Not younger than 75 or older than 100.
3b	Older Ages Maximum Withdrawal Charge Percentages: [88 5.50% 89 4.50% 90 3.75% 91 2.75%	Not to exceed 7.25% and never more than that required to comply with the Standard Nonforfeiture Law for Individual Deferred Annuities.

	92 1.75% 93 0.75% 94+ 0.00%]	
3c	Transfer/Transfer Charge [\$25.00]	Not less than \$0 or more than \$50
3c, 3d	Free Transfers [15]	Not less than 10 or more than 20
3d	Initial Premium (minimum nonqualified) [\$5,000]	Not less than \$2,000 or more than \$1,000,000  The initial premium required at application on non-qualified contracts has been shown as bracketed in the Contract so that the Company will be able to raise or lower the minimum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
3d	Initial Premium (minimum qualified) [\$2,000]	Not less than \$2,000 or more than \$1,000,000  The initial premium required at application on qualified contracts has been shown as bracketed in the Contract so that the Company will be able to raise or lower the minimum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
3d	Subsequent Premium(s) [\$500]	Not less than \$100 or more than \$1,000  The minimum subsequent premium accepted by the Company has been shown as bracketed in the Contract so that the Company will be able to raise or lower the minimum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
3d	[\$50] if made in connection with an automatic payment plan	Not less than \$10 or more than \$1,000.
3d	Premium (maximum) [\$2,500,000]	Not less than \$100,000 or more than \$10,000,000.  The maximum amount of premium accepted by the Company has been shown as bracketed in the Contract so that the Company will be able to raise or lower the maximum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
3d	Premium (minimum allocated) [\$100]	Not less than \$50 or more than \$500.
3e	Fixed Account Options: [1-Year Period; 3-Year Period; 5-Year Period; and 7-Year Period, the availability of which to be determined by the Company]	Fixed Account Option Period could be 1 through 10 years.
3e	Service Center Addresses and Telephone Number:	This is the current service center address and telephone number, and it is appropriate to bracket the information as variable. In the future, if changed, it will reflect a different valid street address within

	Jackson Service Center [P.O. Box 24068 Lansing, MI 48909-4068 1-800-644-4565]  Express Mail: [Jackson Service Center 1 Corporate Way Lansing, MI 48951]	the confines of the United States, as well as a valid telephone number.
6	Nonqualified Plan—Section of IRC [401, 403, 408, 408A, 457]	Any section of the Internal Revenue Code
6	Qualified Plan—Section of IRC [401, 403, 408, 408A, 457]	Any section of the Internal Revenue Code
11	Minimum Contract Value to participate in a dollar cost averaging or automatic transfer of earnings program [\$15,000]	Not less than \$10,000 or more than \$50,000.
12	Contract Options: [eighteen]	Not less than 10 or more than 100.
15	Minimum partial withdrawal not made in connection with a systematic withdrawal program: [\$500]	Not less than \$100 or more than \$1,000.
15	Minimum Contract Value remaining after a Withdrawal: [\$100]	Not less than \$50 or more than \$500.
15	Minimum partial withdrawal made in connection with a systematic withdrawal program: [\$50]	Not less than \$25 or more than \$100.
19	Income Options: [120 months]	Not less than 60 months or more than 360 months.  The number of months offered for a period certain income option has been shown as bracketed in the Contract so that the Company will be able to raise or lower the number of months offered on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
19	Maximum amount applicable to an Income Option for which the Company can mandate that any income payment be a lump-sum payment: [\$5,000]	Not less than \$1,000 or more than \$10,000.
19	Maximum income payment for which the Company can stipulate the frequency of income payments: [\$50]	Not less than \$20 or more than \$100.  The maximum income payment for which the Company can stipulate the frequency of income payments has been shown as bracketed in the Contract so that the Company will be able to raise or lower the maximum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
19	Resulting income payment if frequency of income payments is stipulated by the Company: [\$50]	Not less than \$20 or more than \$100.  The resulting income payment if frequency of income payments is stipulated by the Company has been shown as bracketed in the Contract so that the Company will be able to raise or lower the minimum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited

		to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
20	Option 3-Life Annuity with [120] or [240] month period certain.	<p>Not less than 60 months or more than 360 months.</p> <p>The number of months offered for a period certain income option has been shown as bracketed in the Contract so that the Company will be able to raise or lower the number of months offered on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>
20	Option 4- Income for a specified period, years [5] to [30]	<p>Not less than 5 years or more than 60 years.</p> <p>The number of years offered for a specified period income option has been shown as bracketed in the Contract so that the Company will be able to raise or lower the number of years offered on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>
23, 23U	Table of Income Options	Table will change to reflect the appropriate factors if a new Basis of Computation is adopted.
23, 23U	Basis of Computation: [The actuarial basis for the Table of Income Options shall be the Annuity 2000 Mortality Table, with an assumed net investment rate of 1%, and a 0% expense load.]	The mortality table may change if a new mortality table is adopted. The assumed net investment rate will not be less than 1% or more than 5%. The expense load will not be less than 0% or more than 3%.

**JACKSON NATIONAL LIFE INSURANCE COMPANY**  
**STATEMENT OF VARIABILITY**  
**VA660**

Revised: October 10, 2011

<b>Page</b>	<b>Bracketed (Variable)</b>	<b>Range of Variables</b>
Face	1 Corporate Way Lansing, Michigan 48951 <a href="http://www.jackson.com">www.jackson.com</a>	This is the current address and website of Jackson National Life Insurance Company, and it is appropriate to bracket the information as variable. In the future, if changed, it will reflect a different valid street address within the confines of the United States, as well as a valid Company website.
Face	Free Look 10 days	The standard right to examine period is 10 days. If Your state requires a longer period, or an additional number of days for replacement business or a number of days for replacements it will be reflected appropriately on the face page. If we choose to extend the number of days in the future, we will replace the 10 days (or the days noted for replacements) with a new number of days, which will never exceed 60 days.
Face	Signature of Jackson National Life's Secretary and President	As the identity of these individuals could change over time, it is appropriate to bracket them as variable. The identities of these company officers has no material effect on the risk assumed by Jackson National Life Insurance Company or the contract owner under the contract.
2	Table of Contents Page Numbers	Information bracketed on this page as variable are the page numbers of the contract. As these may change in the future based on any approved additions or deletions to the contract, they have been considered variable. It is Jackson National Life Insurance Company's position that these page numbers do not materially affect the risk assumed by either it or the contract owner under the contract.
3b	Mortality and Expense Charge: [0.85%]	Not less than 0.05% or more than 3%
3b	Administration Charge: [0.15%]	Not less than 0.05% or more than 0.25%
3b	Liquidity Optional Benefit Charge: [0.25%]	Not less than 0.0250% or more than 0.5000%
3b	Total Asset Based Charge: [1.25%]	Equal to the sum of the Mortality and Expense Charge, the Administration Charge and the Liquidity Option Charge.
3b	Annual Contract Maintenance Charge [\$50.00]	Not less than \$0 or more than \$50
3b	Contract Value at or above which the Annual Contract Maintenance Charge will be waived [\$50,000]	Not less than \$50 or more than \$1,000,000.
3b	Transfer/Transfer Charge [\$25.00]	Not less than \$0 or more than \$50
3b	Free Transfers [15]	Not less than 10 or more than 20
3c	Initial Premium (minimum nonqualified) [\$5,000]	Not less than \$2,000 or more than \$1,000,000  The initial premium required at application on non-qualified contracts has been shown as bracketed in the Contract so that the Company will be able to raise or lower the minimum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
3c	Initial Premium (minimum qualified) [\$2,000]	Not less than \$2,000 or more than \$1,000,000  The initial premium required at application on qualified contracts has been shown as bracketed in the Contract so that the Company will be able to raise or lower the minimum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.

3c	Subsequent Premium(s) [\$500]	Not less than \$100 or more than \$1,000  The minimum subsequent premium accepted by the Company has been shown as bracketed in the Contract so that the Company will be able to raise or lower the minimum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
3c	[\$50] if made in connection with an automatic payment plan	Not less than \$10 or more than \$1,000.
3c	Premium (maximum) [\$2,500,000]	Not less than \$100,000 or more than \$10,000,000.  The maximum amount of premium accepted by the Company has been shown as bracketed in the Contract so that the Company will be able to raise or lower the maximum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
3c	Premium (minimum allocated) [\$100]	Not less than \$50 or more than \$500.
3c	Service Center Addresses and Telephone Number:  Jackson Service Center [P.O. Box 24068 Lansing, MI 48909-4068 1-800-644-4565]  Express Mail: [Jackson Service Center 1 Corporate Way Lansing, MI 48951]	This is the current service center address and telephone number, and it is appropriate to bracket the information as variable. In the future, if changed, it will reflect a different valid street address within the confines of the United States, as well as a valid telephone number.
5	Nonqualified Plan—Section of IRC [401, 403, 408, 408A, 457]	Any section of the Internal Revenue Code
5	Qualified Plan—Section of IRC [401, 403, 408, 408A, 457]	Any section of the Internal Revenue Code
9	Minimum Contract Value to participate in a dollar cost averaging or automatic transfer of earnings program [\$15,000]	Not less than \$10,000 or more than \$50,000.
10	Contract Options: [eighteen]	Not less than 10 or more than 100.
11	Minimum partial withdrawal not made in connection with a systematic withdrawal program: [\$500]	Not less than \$100 or more than \$1,000.
11	Minimum Contract Value remaining after a Withdrawal: [\$100]	Not less than \$50 or more than \$500.
11	Minimum partial withdrawal made in connection with a systematic withdrawal program: [\$50]	Not less than \$25 or more than \$100.
14	Income Options: [120 months]	Not less than 60 months or more than 360 months.  The number of months offered for a period certain income option has been shown as bracketed in the Contract so that the Company will be able to raise or lower the number of months offered on newly issued

		Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
14	Maximum amount applicable to an Income Option for which the Company can mandate that any income payment be a lump-sum payment: [\$5,000]	Not less than \$1,000 or more than \$10,000.
14	Maximum income payment for which the Company can stipulate the frequency of income payments: [\$50]	Not less than \$20 or more than \$100.  The maximum income payment for which the Company can stipulate the frequency of income payments has been shown as bracketed in the Contract so that the Company will be able to raise or lower the maximum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
14	Resulting income payment if frequency of income payments is stipulated by the Company: [\$50]	Not less than \$20 or more than \$100.  The resulting income payment if frequency of income payments is stipulated by the Company has been shown as bracketed in the Contract so that the Company will be able to raise or lower the minimum requirement on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
15	Option 3-Life Annuity with [120] or [240] month period certain.	Not less than 60 months or more than 360 months.  The number of months offered for a period certain income option has been shown as bracketed in the Contract so that the Company will be able to raise or lower the number of months offered on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
15	Option 4- Income for a specified period, years [5] to [30]	Not less than 5 years or more than 60 years.  The number of years offered for a specified period income option has been shown as bracketed in the Contract so that the Company will be able to raise or lower the number of years offered on newly issued Contracts depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.
18, 18U	Table of Income Options	Table will change to reflect the appropriate factors if a new Basis of Computation is adopted.
18, 18U	Basis of Computation: [The actuarial basis for the Table of Income Options shall be the Annuity 2000 Mortality Table, with an assumed net investment rate of 1%, and a 0% expense load.]	The mortality table may change if a new mortality table is adopted. The assumed net investment rate will not be less than 1% or more than 5%. The expense load will not be less than 0% or more than 3%.

**JACKSON NATIONAL LIFE INSURANCE COMPANY  
STATEMENT OF VARIABILITY**

Form Numbers: VDA 651 03/12; VDA 652 03/12; VDA 653 03/12; VDA 654 03/12; VDA 655 03/12; VDA 656 03/12

Revised: 10/07/2011

Page(s)	Bracketed (Variable)	Range of Variables
Form Number: VDA 651 03/12		
1	[Elite Access (03/12)]	This is the current marketing name for this contract. The marketing name on the application may change to correspond with any changes made to the marketing name of the contracts. This edition date could change to reflect subsequent product launches.
1	[(VA650)]	This is the form number for the current underlying contract with which this application will be used. This form number could change to reflect a different approved contract.
1	[Variable Annuity Application]	This is current description for the Elite Access Variable Annuity with Liquidity Option. This could be removed if the Company stops marketing this product.
1	[(VA660)]	This is the form number for the current underlying contract with which this application will be used. This form number could change to reflect a different approved contract.
1	[Home Office: Lansing, Michigan <a href="http://www.jackson.com">www.jackson.com</a> ]	This is the current home office address, city/state and website of Jackson National Life Insurance Company. In the future, if changed, this will reflect a different, valid address within the confines of the United States, as well as a valid Company website.
1	Customer Care Mailing Address and Contact Information	These are the current post office boxes and toll-free telephone numbers of Jackson's Customer Care Service Centers. In the future, if changed, this will reflect a valid street address within the confines of the United States, as well as a valid telephone number and email address.
1	Type of Ownership: <input type="checkbox"/> Individual/Joint <input type="checkbox"/> Custodian <input type="checkbox"/> Trust <input type="checkbox"/> Corporation/Pension Plan <input type="checkbox"/> Government Entity]	These are the current types of annuity ownerships the Company is currently tracking. Should Company needs require a change to add to or eliminate ownership types for tracking, this section would be modified.
1	Trustee Certification form [X5335]	This is the current form number for the administrative form listed. In the future, if changed, this will reflect an updated administrative form number.
1	[Form W-9] [Form W-8BEN]	These are the IRS forms that are required for all non-US Citizen and/or non-US resident applicants. In the future, if the IRS changes the form number of these forms, this will reflect the valid IRS form number.
1	[State]	This field will contain your state name, state abbreviation, or no state identification at all.
1	Control Number [V650 03/12]	This number would change if there were a change to the bracketed information on the application requiring revision of the applications. If changed, this will reflect a revised control number and/or revision date.
Form Number: VDA 652 03/12		
2	Additional beneficiary designation form [X3041]	This is the current form number for the administrative form listed. In the future, if changed, this will reflect an updated administrative form number.
2	Electronic Delivery of Statements/Correspondence <input type="checkbox"/> ALL DOCUMENTS <input type="checkbox"/> Periodic and immediate confirmation statements <input type="checkbox"/> Annual and Semi-Annual reports <input type="checkbox"/> Prospectuses and prospectus supplements <input type="checkbox"/> Other Contract-related correspondence.]	These are the current documents offered electronically by the Company. Any different information will reflect new statements or correspondence provided by the Company.
2	[ <a href="http://www.adobe.com">www.adobe.com</a> ]	This is this website for Adobe Systems Incorporated. Any different web address will reflect the current website where Adobe Acrobat Reader or other software program may be downloaded.
2	[ <a href="http://www.jackson.com">www.jackson.com</a> ]	This is the current website of Jackson National Life Insurance Company. In the future, if changed, this will reflect a different, valid Company website.
2	[State]	This field will contain your state name, state abbreviation, or no state identification at all.
2	Control Number [V650 03/12]	This number would change if there were a change to the bracketed

Page(s)	Bracketed (Variable)	Range of Variables
		information on the application requiring revision of the applications. If changed, this will reflect a revised control number and/or revision date.
Form Number: VDA 653 03/12		
3	[Annuity Type] section	The IRS rules regarding annuity types may change. Any changes regarding annuity types made by IRS rules would be changed in this section as well.
3	Notice Regarding Replacement form [X0512]	This is the current form number for the administrative form listed. In the future, if changed, this will reflect an updated administrative form number.
3	Transfer Information [Non-Qualified Plans Types: <input type="checkbox"/> IRC 1035 Exchange <input type="checkbox"/> Non-1035 Exchange All Other Plan Types: <input type="checkbox"/> Direct Transfer <input type="checkbox"/> Direct Rollover <input type="checkbox"/> Non-Direct Rollover]	These are the current transfer options offered by the Company. Any different information will reflect new market options.
3	Telephone/Electronic Transfers Authorization If no election is made, Jackson will default to "Yes" for residents of all states <b>except</b> [Florida, Nebraska, Nevada, New Hampshire, and North Dakota.]	These are the states that currently require the Company to default to No for authorization of telephone/electronic transfers. Any additional states will reflect a requirement made by that state.
3	[State]	This field will contain your state name, state abbreviation, or no state identification at all.
3	Control Number [V650 03/12]	This number would change if there were a change to the bracketed information on the application requiring revision of the applications. If changed, this will reflect a revised control number and/or revision date.
Form Number: VDA 654 03/12		
4	Optional Benefit	This is the current Optional Benefit option offered by the Company. Additional benefits may be added (as approved) or removed.
4	[(VA660)]	This is the form number for the current underlying contract with which this application will be used. This form number could change to reflect a different approved contract.
4	Number of Premium allocations allowed: [18]	This is the number of allocations that are currently allowed by our IT systems. The number of allocations may change as our IT systems are upgraded, not to exceed 100.
4	Premium Allocation section. Investment Division names	These are the current Investment Divisions offered by the Company. In the future, if changed, the Investment Divisions offered by the Company will reflect Investment Division names that have been appropriately filed with the SEC.
4	Fixed Account Options names	These are the current Fixed Account Options offered by the Company. The Company may offer one Fixed Account Option, any combination of Fixed Account Options or no Fixed Account Option based upon the yield on investments available to the Company in relation to the statutory minimum interest rate.
4	Systematic Investment form [V5485]	This is the current form number for the administrative form listed. In the future, if changed, this will reflect an updated administrative form number.
4	[State]	This field will contain your state name, state abbreviation, or no state identification at all.
4	Control Number [V650 03/12]	This number would change if there were a change to the bracketed information on the application requiring revision of the applications. If changed, this will reflect a revised control number and/or revision date.
Form Number: VDA 655 03/12		
5	Notice to Applicant section: Fraud Notice Disclosures	Bracketed for changes required by states for disclosure regarding fraud notice.
5	[State]	This field will contain your state name, state abbreviation, or no state identification at all.
5	Control Number [V650 03/12]	This number would change if there were a change to the bracketed information on the application requiring revision of the applications. If changed, this will reflect a revised control number and/or revision date.
Form Number: VDA 656 03/12		
6	Position With Respect to the Acceptability of	This is the current form number for the administrative form listed. In

Page(s)	Bracketed (Variable)	Range of Variables
	Replacement Materials [XADV5790]	the future, if changed, this will reflect an updated administrative form number.
6	Program Options [ <input type="checkbox"/> Option A etc.]	These are the current program options available to the Producer. The Company could add options or delete options.
6	[State]	This field will contain your state name, state abbreviation, or no state identification at all.
6	Control Number [V650 03/12]	This number would change if there were a change to the bracketed information on the application requiring revision of the applications. If changed, this will reflect a revised control number and/or revision date.