

SERFF Tracking Number: AMEQ-127785437 State: Arkansas
 Filing Company: American Equity Investment Life Insurance Company State Tracking Number: 50162
 Company Tracking Number: 11 IDX2
 TOI: A02I Individual Annuities- Deferred Non- Variable Sub-TOI: A02I.002 Flexible Premium
 Product Name: 11 IDX2
 Project Name/Number: 11 IDX2/11 IDX2

Filing at a Glance

Company: American Equity Investment Life Insurance Company

Product Name: 11 IDX2 SERFF Tr Num: AMEQ-127785437 State: Arkansas
 TOI: A02I Individual Annuities- Deferred Non- Variable SERFF Status: Closed-Approved- Closed State Tr Num: 50162
 Sub-TOI: A02I.002 Flexible Premium Co Tr Num: 11 IDX2 State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Authors: Terri Parker, Kathleen Underwood, Tiffany Meuer, Dave Milligan, Troy Christensen, Janine Plettner-Glodt, Erin Wagner
 Date Submitted: 11/02/2011 Disposition Date: 11/08/2011
 Disposition Status: Approved-Closed
 Implementation Date Requested: On Approval Implementation Date:
 State Filing Description:

General Information

Project Name: 11 IDX2 Status of Filing in Domicile: Authorized
 Project Number: 11 IDX2 Date Approved in Domicile: 10/19/2011
 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: 11/08/2011
 State Status Changed: 11/08/2011
 Deemer Date: Created By: Erin Wagner
 Submitted By: Tiffany Meuer Corresponding Filing Tracking Number:
 Filing Description:
 NAIC #92738
 FEIN 42-1153896
 November 2, 2011
 Re: Filing 11 IDX2
 We are filing 11 IDX2 for your review and approval. This is a new flexible premium annuity contract

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with index-linked interest options. It has a Flesch readability score of 64.23.
 This Contract does not contain inconsistent, ambiguous, unfair, inequitable or misleading clauses,
 provisions that are against public policy or contain exceptions and conditions that unreasonably affect the
 risk purported to be assumed in the general coverage of the contract.
 Additionally, due to the nature of an indexed annuity contract, we do not plan to use illustrations.
 We appreciate your assistance with the review and approval of our filing.
 Sincerely,
 Marla G. Lacey
 Vice President, Chief Compliance Officer & Associate General Counsel

Company and Contact

Filing Contact Information

Troy Christensen, AVP Compliance Counsel tchristensen@american-equity.com
 6000 Westown Pkwy 515-457-1863 [Phone]
 West Des Moines, IA 50266

Filing Company Information

American Equity Investment Life Insurance CoCode: 92738 State of Domicile: Iowa
 Company
 6000 Westown Pkwy Group Code: 2658 Company Type:
 West Des Moines, IA 50266 Group Name: State ID Number:
 (515) 221-0002 ext. [Phone] FEIN Number: 42-1153896

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
American Equity Investment Life Insurance Company	\$50.00	11/02/2011	53388784

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	11/08/2011	11/08/2011

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	11/07/2011	11/07/2011	Tiffany Meuer	11/07/2011	11/07/2011

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Cover Letter		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	Certifications		Yes
Form	11 IDX2		Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 11/07/2011
Submitted Date 11/07/2011
Respond By Date 12/07/2011

Dear Troy Christensen,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34. If cost of insurance may be changed by the company subject to a maximum and/or accumulation rates may be changed by the company subject to a minimum, then the contract must comply with Bulletin 11-83.

External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

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Product Name: 11 IDX2
Project Name/Number: 11 IDX2/11 IDX2

Response Letter

Response Letter Status Submitted to State
Response Letter Date 11/07/2011
Submitted Date 11/07/2011

Dear Linda Bird,

Comments:

Response 1

Comments: We do certify that the Guaranty Association, form 4015-AR, is provided at the time of delivery of the contract. We certify that this filing is compliant to Regulation 19s10B and meets the provisions of this rule and all other requirements of this Department. Regulation 34 regarding "universal life" is not applicable to this filing as this is for annuities only. Lastly, this filing is compliant with the External Indexed guidelines. Please let us know if you do have any further questions on this filing. Thank you.

Tiffany M Meuer
Sr. Product Compliance Analyst
American Equity Investment Life Insurance Company
6000 Westown Parkway
West Des Moines, IA 50266
Ph: 515.457.1878 Fx: 515.223.3865
www.american-equity.com
tmeuer@american-equity.com

Related Objection 1

Comment:

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Company
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TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium
Variable
Product Name: 11 IDX2
Project Name/Number: 11 IDX2/11 IDX2

Filings of "universal life" type contracts are subject to Regulation 34. Please assure us that you are in compliance with Regulation 34. If cost of insurance may be changed by the company subject to a maximum and/or accumulation rates may be changed by the company subject to a minimum, then the contract must comply with Bulleitin 11-83.

External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Certifications

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

Dave Milligan, Erin Wagner, Janine Plettner-Glodt, Kathleen Underwood, Terri Parker, Tiffany Meuer, Troy Christensen

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Form Schedule

Lead Form Number: 11 IDX2

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	11 IDX2	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		64.230	11 IDX2.pdf

AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY

[6000 Westown Parkway]
[West Des Moines, Iowa 50266]
[(888) 221-1234]
[www.american-equity.com]

A STOCK LIFE INSURANCE COMPANY

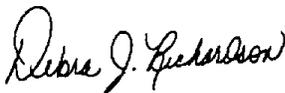
We pay the benefits of this Contract, subject to all of its provisions, terms and conditions. We issue this Contract based on the attached Application and payment of the Initial Premium on or before the Contract Date.

IMPORTANT

YOU HAVE PURCHASED AN ANNUITY CONTRACT. CAREFULLY REVIEW IT FOR LIMITATIONS.

THIS POLICY MAY BE RETURNED WITHIN 30 DAYS FROM THE DATE YOU RECEIVED IT FOR A FULL REFUND BY RETURNING IT TO THE INSURANCE COMPANY OR AGENT WHO SOLD YOU THIS POLICY. AFTER 30 DAYS, CANCELLATION MAY RESULT IN A SUBSTANTIAL PENALTY, KNOWN AS A SURRENDER CHARGE.

Signed for the Company at West Des Moines, Iowa, on the Contract Date.



Debra J. Richardson

Secretary



Ronald J. Grensteiner

President

FLEXIBLE PREMIUM FIXED DEFERRED ANNUITY CONTRACT WITH INDEX-LINKED INTEREST OPTION(S)

Index Credits currently linked to S&P 500 Index
Penalty-free Withdrawal Option available after 1st Contract Year
Death Benefit Prior to Maturity
Monthly Income at Maturity
No Dividends
Nonparticipating

Although Contract Values may be affected by an external Index, the Contract does not directly participate in any stock or equity investments.

This is a legal Contract between you and us.

READ YOUR CONTRACT CAREFULLY

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CONTRACT SPECIFICATIONS

Contract Number: [123456]
Contract Date: [January 1, 2011]
Owner: [John Doe]
Joint Owner: [Jane Doe]
Annuitant: [John Doe]
Joint Annuitant: [Jane Doe]
Annuitant's Issue Age: [79]
Annuitant's Gender: [Male]
Latest Maturity Date: [January 1, 2046]
Tax Status: [Non-qualified]
Minimum Initial Premium: [\$75,000.00]
Initial Premium: [\$75,000.00]
Planned Premium Amount: [\$0.00]
Planned Premium Mode: [None]
Minimum Additional Premium: \$1,000.00
Minimum Contract Value Allowed: \$2,000.00
Minimum Guaranteed Surrender Value -
Minimum Guaranteed Interest Rate (MGSV-MGIR): [1.50%]*
MGSV-MGIR Guarantee Period: Life of Contract
Surrender Charge Period: 5 Contract Years
Surrender Charge Percentage:
Contract Year: 1 2 3 4 5 6+
Percentage: 8.00 7.00 6.00 5.00 4.00 0.00

* Applies to Minimum Guaranteed Surrender Value only as shown under Contract Values - Section 5.

Nonforfeiture Values: The nonforfeiture values for this Contract are calculated by accumulating 87.50% of premiums, less all withdrawals, at the nonforfeiture Interest Rate of [1.00%].

The minimum contract values provided under this Contract meet or exceed the required minimum nonforfeiture values.

[Delivery State Department Of Insurance]
Phone Number: [Phone # of Delivery State DOI]

VALUE OPTION SPECIFICATIONS

FIXED VALUE SPECIFICATIONS

Fixed Value Initial Premium: [\$50,000.00]
Fixed Value Initial Interest Rate: [1.00%]
Fixed Value Initial Interest Rate Guarantee Period: 1st Contract Year
Fixed Value Minimum Guaranteed Interest Rate
(FV-MGIR): [1.00%]
FV-MGIR Guarantee Period: Life of Contract

INDEXED VALUE SPECIFICATIONS:

ANNUAL POINT TO POINT VALUE WITH CAP

Index: [Standard & Poor's 500 Composite Stock Price Index]
Initial Premium: [\$25,000.00]
Index Price on Contract Date: [1200.00]
Initial Cap: [7.00%]
Guaranteed Minimum Cap: [1.00%]
Cap Guarantee Period: 1 Contract Year

Note: You may check current indices in the Wall Street Journal, in Barron's, on the Internet, or with your financial advisor.

Index Credits may not be reflected in your Cash Surrender Value due to the calculation of the Minimum Guaranteed Surrender Value described in Contract Values - Section 5.

Index linked returns do not include the portion of returns generated by the underlying Index that comes from dividends.

We can change your Cap Rates once each Contract Year, subject to guaranteed minimums.

"Standard & Poor's®", "S&P®", "S&P 500®", "Standard & Poor's 500" and "500" are trademarks of The McGraw-Hill Companies, Inc. and have been licensed for use by American Equity Investment Life Insurance Company. This Product is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing this Product.

1. DEFINITIONS

In this Contract, these terms mean:

Age: The Annuitant's Age as of his/her last birthday.

Annuitant: The person(s) named in the Application and on the Contract Specifications page. This is the person whose life is the measuring life for this Contract. The Annuitant cannot be changed after the Contract Date.

Annuity Payments: The series of payments that will be made pursuant to any Settlement Option selected.

Application: The form you filled out to apply for this Contract. A copy is attached. All statements made by applicant on Application for issuance of the Contract are representations and not warranties.

Beneficiary: The person(s) or entity named in the Application, or by later changes, to whom or which we pay death benefit proceeds. You may change a Beneficiary as this Contract allows.

Caps: The percentages shown on the Value Option Specifications page, used in calculating the Index Credits as described under Index Credits. We declare the Caps annually in advance. The Caps will never be less than the Guaranteed Minimum Cap and are guaranteed for the Cap Guarantee Period shown on the Value Option Specifications page.

Company (we, our, us): American Equity Investment Life Insurance Company.

Contract: This agreement, the attached Application and any attached amendments, riders or endorsements make up the entire Contract. Only you and one of our officers may change any part of this Contract or waive any provisions. Both must agree to the change and all changes must be in writing.

Contract Date: The date this Contract becomes effective. This Contract does not take effect until delivered and you have paid the Initial Premium. The Contract Date is shown on the Contract Specifications page.

Contract Year, Anniversary: We compute Contract Years and Anniversaries from the Contract Date. Example: If the Contract Date is January 1, 2011, the first Contract Year ends and the first Contract Anniversary falls on January 1, 2012.

Initial Premium: The amount we receive with your Application. It is shown on the Contract Specifications page. It is due on the Contract Date.

Maturity Date: Maturity Date is the date Annuity Payments begin. The Latest Maturity Date is shown on the Contract Specifications page. You may change your Maturity Date to any date after the first Contract Year or before the Latest Maturity Date.

Owner (you, your, yours): The person(s) or entity named in the Application as the Owner. If the Owner is not a natural person, no other person or entity can be an Owner or Joint Owner of this Contract. The Owner is entitled to exercise the ownership rights stated in this Contract.

Payee: The person or entity to whom or which we pay Proceeds.

Proceeds: The amount payable from your Contract when you take a Withdrawal, Surrender this Contract, the Annuitant or Owner dies, or the Contract matures.

Surrender Charge(s): A fee imposed by us when you withdraw funds from this Contract during the Surrender Charge Period. Surrender Charge Period is listed on the Contract Specifications page.

Transferred Values: The values transferred from one Value Option to another Value Option on any Anniversary as provided in this Contract.

Withdrawal Amount(s): Amounts deducted from your Contract Value, including applicable Surrender Charges, to provide you with Withdrawal Proceeds.

Withdrawal Proceeds: Actual amounts we pay to the Contract Owner.

Written Notice: A notice submitted in a written form satisfactory to us. Written Notice must include your name, the Contract Number and be signed by the Owner and received by us at the address listed on Page 1 of this Contract.

2. GENERAL PROVISIONS

2.1. CONTRACT OVERVIEW

You have purchased a flexible premium fixed deferred annuity contract with an index linked interest option(s). The amount of your Initial Premium is listed on Page 3. You may submit additional premiums subject to certain limitations. You may allocate your premium among the interest crediting strategies offered. Your Contract provides for annuity payments that will be paid to you. If the Owner or Annuitant dies before maturity of this Contract, a death benefit will be paid to the beneficiaries you listed on your application.

2.2. CONFORMITY WITH THE LAW

The provisions of this Contract conform to the minimum requirements of the issue state. If any provision of this Contract is in conflict with the laws of the issue state, the Contract is hereby amended to conform to the laws of the issue state for this product type as of the Contract Date. This Contract is approved under authority of the laws of the issue state. The laws of the issue state control over any conflicting laws of any other state where you may live on or after the Contract Date.

2.3. CHANGES IN THE LAW

We will amend this Contract to comply with any changes in the laws governing it or the taxation of benefits under it.

2.4. OWNERSHIP

This Contract belongs to you. You have all rights, subject to the rights of: any assignee of record with us; any irrevocable Beneficiary (you may not make changes to this Contract without the consent of an irrevocable Beneficiary); or any restricted ownership. You may change the Owner by giving us Written Notice. Any change of ownership, unless otherwise specified by the Owner, shall take effect on the date the change of ownership is signed, subject to any payments made or actions taken by us prior to receipt of the Written Notice. We reserve the right, to the extent allowed to satisfy any applicable state law or regulation, or any action of an Insurance Commissioner, a Bank Commissioner, or any agency or officer performing like functions of the applicable State, to require that any change of Owner will be effective only upon our acceptance, and to refuse such changes at any time on a non-discriminatory basis. A change of Owner does not change the Beneficiary.

2.5. ASSIGNMENT

You may assign this Contract by giving us Written Notice. Any assignment, unless otherwise specified by the Owner, shall take effect on the date the assignment is signed, subject to any payments made or actions taken by us prior to receipt of the Written Notice. We reserve the right, to the extent allowed to satisfy any applicable state law or regulation, or any action of an Insurance Commissioner, a Bank Commissioner, or any agency or officer performing like functions of the applicable State, to require that any assignment will be effective only upon our acceptance, and to refuse such assignment(s) at any time on a non-discriminatory basis. We assume no responsibility regarding validity of any assignment. Qualified contracts may not be transferred or assigned.

2.6. INCONTESTABILITY

This Contract is incontestable, except for fraudulent statements made in the Application, after it has been in force during the Annuitant's lifetime for 2 years from the Contract Date. Read the Application copy attached. If anything is not true or complete to the best of your knowledge and belief, notify us immediately.

2.7. NONFORFEITABILITY

Before the Maturity Date, your interest in the Cash Surrender Value is always nonforfeitable.

2.8. INTEREST RATES

The rate and duration of the Fixed Value Initial Interest Rate shown on Page 4, Value Option Specifications, apply only to your Fixed Value Initial Premium. We declare our current interest rates in advance and guarantee that they are never less than the applicable Fixed Value Minimum Guaranteed Interest Rate (FV-MGIR), as shown on the Value Option Specifications page. The Minimum Guaranteed Surrender Value - Minimum Guaranteed Interest Rate (MGSV-MGIR) shown on the Contract Specifications page is set at issue, is guaranteed until this Contract terminates, and applies to Minimum Guaranteed Surrender Value only. All interest rates are calculated as effective annual rates, compounded daily. Contract Value will be credited with interest daily.

2.9. RESERVE BASIS

The reserve method and basis for this Contract is on file with the insurance department of the issue state.

2.10. STATEMENT OF VALUES

At no cost to you, at least once each Contract Year, or upon your request, we will send you a statement of values. It will show: the beginning and ending dates of the statement of values; premiums paid; any withdrawals and applicable surrender charges; the beginning and ending contract value; the cash surrender value; the minimum guaranteed surrender value; the cost of Riders (if any); the death benefit; the Index Credits; the Interest Rates; and the Caps.

2.11. TERMINATION

This Contract terminates on the earliest of:

- (1) The date you do not maintain Minimum Values, as explained in Section 5.5 of this Contract;
- (2) The date you Surrender your Contract;
- (3) The date the Annuitant or Owner dies; or
- (4) The Maturity Date.

3. PREMIUM

3.1. ALLOCATION OF PREMIUM

This Contract provides two methods for you to earn interest: the Fixed Value Option and the Indexed Value Option. You may direct all or any portion of your Initial Premium to the Fixed Value Option, the Indexed Value Option(s), or any combination thereof, subject to the Limitations below.

3.2. ADDITIONAL PREMIUM

You may make additional premium payments after the Initial Premium in any amount and frequency, also subject to the Limitations below. Your additional premiums will automatically go into the Fixed Value Option, as described in the Transfer of Additional Premium Payments section below. Additional premium payments receive the interest rate in effect when the additional premium payments are received. That interest rate may be different than the interest rate applied to the initial premium amount.

3.3. TRANSFER OF ADDITIONAL PREMIUM PAYMENTS

When we receive additional premiums from you, they will be allocated to the Fixed Value Option. We will credit Interest as described in Fixed Value Option - Section 4.2. Unless you elect to transfer the additional premiums to another Value Option, the premiums and interest will remain in the Fixed Value option. For more information, see the procedures in Transfer of Values Option - Section 4.1.

3.4. LIMITATIONS

- (1) The following limitations apply to your Initial Premium:
 - a. The minimum Initial Premium we will accept is stated on the Contract Specifications page.
 - b. The minimum required to select an allocation to an Indexed Value Option is \$1,000.00.
- (2) Additional Premiums - You may make additional premium payments if:
 - a. The Contract is in force;
 - b. The original Owner and Annuitant are alive; and
 - c. The annual Minimum Additional Premium is at least the amount stated on the Contract Specifications page.

4. FIXED VALUE AND INDEXED VALUE OPTIONS

4.1. GENERAL PROVISIONS

INDEX:

The Index Price on the Contract Date is shown on Value Option Specifications page. If the Index Price is not available for any Contract Anniversary, we will use the Index Price on the first preceding day for which it is available.

INDEX DISCONTINUED OR CHANGED:

We will notify you if: (i) the Index is discontinued; (ii) we are unable to use the Index; (iii) the calculation of the Index is changed substantially or; (iv) we substitute a suitable alternative index approved by the insurance department of the issue state.

If the Index is discontinued during a Contract Year, we may transfer the value of your Indexed Value Option(s) to your Fixed Value Option and credit the amount transferred with the Current Fixed Value Interest Rate for the remainder of the Contract Year. We treat any portion of the Contract Year in which the amount transferred remained in the Indexed Value Option as a full Contract Year for the purpose of crediting any Index Credits.

Other Indexed Value Option(s) may be added to and made a part of this Contract by separate Endorsement.

We may terminate or substitute any Indexed Value Option at any time by sending you written notice at your last known address at least 60 days in advance of the effective date on which the Indexed Value Option will terminate or be substituted.

TRANSFER OF VALUES:

On each Contract Anniversary, you may transfer your money between your Fixed and Indexed Value Options, subject to a \$1,000.00 minimum to maintain an Indexed Value Option. In order to enter the Indexed Value Option strategy \$1,000.00 is required. We calculate and apply Index Credits before we process transfers.

To transfer your money between Value Options, we must receive the completed Transfer of Values form at least one business day before the Contract Anniversary on which you want the transfer to occur. If mandated under applicable law, we may block an Owner's account and refuse to process any request for transfer until we receive instructions from the appropriate regulator.

INDEX OPTION MINIMUM ACCOUNT VALUES:

To maintain an Indexed Value Option account, the value of the account must be \$1,000.00 or more. If, through Withdrawals or transfers, you reduce the Indexed Value Option to less than \$1,000.00, we will automatically close the Indexed Value Option and transfer the remaining funds to your Fixed Value Option on the next Contract Anniversary.

4.2. FIXED VALUE OPTION

The value of the Fixed Value Option equals:

- (1) On the Contract Date:
 - a. The Fixed Value Initial Premium, if any, shown on the Value Option Specifications page.
- (2) At each Anniversary:
 - a. On the first Anniversary, the Fixed Value Initial Premium on the Contract Date, or for later Anniversaries, the value of the Fixed Value Option on the prior Anniversary; plus
 - b. Any Additional Premiums paid since the prior Anniversary; less
 - c. Any Withdrawal Amounts since the prior Anniversary; plus
 - d. Interest credited; plus or minus
 - e. Any Transferred Values on the current Anniversary.
- (3) Between Anniversaries:
 - a. If before the first Anniversary, the Fixed Value Initial Premium on the Contract Date, or for later Anniversaries, the value of the Fixed Value Option on the prior Anniversary; plus
 - b. Any Additional Premiums paid since the prior Anniversary; less
 - c. Any Withdrawal Amounts since the prior Anniversary; plus
 - d. Interest credited.

Interest credited to the Fixed Value Option will never be less than the FV-MGIR shown on the Value Options Specifications page and described in Interest Rates - Section 2.8.

4.3. INDEXED VALUE OPTION: ANNUAL POINT TO POINT

Annual Point to Point Value Option - The value of the Annual Point to Point Value Option equals:

- (1) On the Contract Date and before the first Anniversary use the Annual Point to Point Value Option Initial Premium shown on the Value Option Specifications page, if any.
- (2) At each Anniversary:
 - a. On the first Anniversary, the Index Value on the Contract Date, or for later Anniversaries, the value of the Annual Point to Point Value Option on the prior Anniversary; less
 - b. AnyWithdrawal Amounts since the prior Anniversary; plus
 - c. Annual Point to Point Index Credits**; plus or minus
 - d. Any Transferred Values on the current Anniversary.
- (3) Between Anniversaries:
 - a. The value of the Annual Point to Point Value Option on the prior Anniversary; less
 - b. AnyWithdrawal Amounts since the prior Anniversary.

**Any Withdrawal Amounts taken from an Indexed Value Option between Contract Anniversaries will not be credited with any Index Credit for that Contract Year. If you surrender your Contract between Anniversaries, you will forfeit the Index Credit for that Contract Year.

INDEX CREDITS:

Annual Point to Point Index Credits are calculated as follows:

- (1) The Index Value on the current Contract Anniversary; less
- (2) The Index Value on the prior Anniversary*; divided by
- (3) The Index Value on the prior Anniversary*;
- (4) Result not to exceed Cap; multiplied by
- (5) The value of the Annual Point to Point Value Option on the prior Anniversary; less any Withdrawal Amounts since the prior Anniversary.

*When calculating Index Credits or Index Values on the first Contract Anniversary use the Index Value as of the Contract Date.

We can change your Cap Rates once each Contract Year, subject to guaranteed minimums and based upon future anticipated experience.

Each Index Credit will never be less than zero (0).

5. CONTRACT VALUES

5.1. CONTRACT VALUE

Your Contract Value at any time equals the sum of:

- (1) The value of your Fixed Value Option; plus
- (2) The value of any Indexed Value Option(s).

We allocate your premiums between your Fixed and/or Indexed Value Options as you direct, subject to the provisions under Premium - Section 3.

5.2. CASH SURRENDER VALUE

The Cash Surrender Value is the amount available if you Surrender this Contract. The Cash Surrender Value is equal to the greater of:

- (1) The Contract Value minus any applicable Surrender Charges; or
- (2) The Minimum Guaranteed Surrender Value.

5.3. MINIMUM GUARANTEED SURRENDER VALUE

The Surrender Value of your Contract will never be less than:

- (1) [87.50%] of all Premiums we receive; less
- (2) AnyWithdrawal Amounts;
- (3) Accumulated at MGSV-MGIR as shown on the Contract Specifications page.

5.4. MINIMUM VALUES

To be maintained, your Contract must contain at least the Minimum Contract Value Allowed as shown on the Contract Specifications page. If through Withdrawals you reduce your Contract Value to less than the Minimum Contract Value Allowed, your Contract will automatically terminate and we will pay out any remaining Cash Surrender Value.

6. CONTRACT PROCEEDS AND PAYOUT

6.1. MINIMUM BENEFITS

Any proceed payouts available under this Contract are not less than the minimum required by NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, Model #805. The initial nonforfeiture rate is shown on the Contract Specifications page. The method of determining the nonforfeiture rate for this Contract is on file with the insurance department of the issue state.

6.2. PROCEEDS

Proceeds means the amount payable when:

- (1) You take a Withdrawal;
- (2) You Surrender this Contract for its Cash Surrender Value;
- (3) The Annuitant or Owner dies and a Death Benefit is payable; or
- (4) The Contract matures.

6.3. PAYMENT OF PROCEEDS

We pay Proceeds under the Automatic Settlement Option, unless you or your Beneficiary elect to apply all or part of Death or Maturity Proceeds to provide payments under another Settlement Option or in a lump sum. We pay Death Proceeds to the Beneficiary on receipt of due proof of death. We always pay Withdrawal and Surrender Proceeds in a lump sum.

If payout is not immediate, we credit Interest on the Proceeds from the date of Withdrawal, Surrender, Maturity, or Death until payout. We add this Interest to the Proceeds and pay the greater of:

- (1) The current rate of Interest we declare; or
- (2) Any minimum rate required by the laws of the Contract delivery state.

If mandated under applicable law, we may block an Owner's account and refuse to process any request for Transfer, Withdrawal, Surrender, Maturity or Death Proceeds until we receive instructions from the appropriate regulator.

6.4. PREMIUM TAXES

If we are required to pay any federal or state premium taxes, we recalculate your Proceeds at payout as if we had deducted premium taxes from your Premiums as we received them.

7. WITHDRAWAL AND SURRENDER PAYOUT

7.1. SURRENDER CHARGES

We take a Surrender Charge on Surrenders during the Surrender Charge Period. We calculate Surrender Charges as follows: The sum of your Contract Value, plus any Penalty-free Withdrawals taken in the previous 12 months, multiplied by the Surrender Charge Percentage shown on Contract Specifications page.

7.2. PENALTY-FREE WITHDRAWAL OPTION

Each Contract Year, beginning with the second Contract Year, you may take one Penalty-free Withdrawal of up to 5.00% of your Contract Value. No Surrender Charges apply to Penalty-free Withdrawals. All Withdrawals taken after the end of the Surrender Charge Period are Penalty-free. Each Penalty-free withdrawal amount will be deducted from your Contract Value and Minimum Guaranteed Surrender Value.

We pay you the Withdrawal Proceeds and adjust your Contract Values as described in Contract Values - Section 5.

We limit the amount you may withdrawal from this Contract as an IRS defined required minimum distribution to the amount required under the Internal Revenue Code based on the value of this Contract only.

We deduct Withdrawals first from the Fixed Value Option, then from the Indexed Value Option until we reach the amount you requested. Some limitations may apply, see Limitations - Section 7.5 below.

7.3. SURRENDER

If you Surrender this Contract, we pay you the Surrender Proceeds in a lump sum. Surrender Proceeds equal the Cash Surrender Value on the date of Surrender.

7.4. DEFERRAL OF PAYMENT

We may defer payment of any Surrender Proceeds for up to six months from the date you send us Written Notice, only after we receive written approval of deferral from the Iowa Insurance Commissioner, and pay Interest on the Proceeds as described in Payment of Proceeds -Section 6.3.

7.5. LIMITATIONS

- (1) No portion of a Surrender taken during the Surrender Charge Period can be Penalty-free.
- (2) We treat any Penalty-free Withdrawal you take within the 12 months before Surrender as having been made in anticipation of Surrender. Therefore, we apply a Surrender Charge on that amount at Surrender.
- (3) You must maintain Minimum Values, as described in Minimum Values - Section 5.4.

8. MATURITY PAYOUT

8.1. MATURITY BENEFIT

If Annuitant is alive on the Maturity Date, we pay you the Maturity Proceeds as described in Payment of Proceeds - Section 6.3. The Maturity Proceeds equal the Cash Surrender Value on the Maturity Date. We may change the mode of payment under a Settlement Option so the payment is at least \$50.00.

Maturity benefits will not be less than those that would be provided by application of the Cash Surrender Value to purchase a single premium immediate annuity at purchase rates available at the time to the same class of Annuitants.

9. DEATH BENEFIT

9.1. DEATH BENEFIT PROCEEDS

If any Owner or Annuitant dies before the Maturity Date, the Death Benefit Proceeds will be paid to the Beneficiary(ies). We pay the Death Benefit Proceeds once, at the death of an Owner or Annuitant, whichever dies first. If there are Joint Owners or Joint Annuitants, we apply these distribution requirements at first death.

The Death Benefit Proceeds will be equal to the greater of the Contract Value or the Minimum Guaranteed Surrender Value on the Owner or Annuitant's date of death.

We will pay the Death Benefit Proceeds of this Contract to the Beneficiary(ies) upon receipt of due proof of an Owner or Annuitant's death. Payment is subject to the provisions, terms and conditions of this Contract.

If you did not choose a Settlement Option, the Beneficiary may make a selection within 60 days of our receiving proof of death.

We pay out the entire Death Benefit Proceeds in a lump sum UNLESS:

- (1) It is payable to the Beneficiary over a 5 year period. Entire Death Benefit Proceeds must be paid within 5 years;
- (2) It is payable over the lifetime, or life expectancy, of a designated Beneficiary. Payment must begin within one year of the date of death; or
- (3) The designated Beneficiary is the Owner's spouse, as defined under Federal law, and he/she continues the Contract in his/her name as the new Owner. This provision cannot apply a second time if the surviving spouse continues this Contract, remarries and then dies.

If the Owner or Annuitant dies after the Maturity Date but before the payment of the entire Maturity Proceeds, we pay any remaining balance as provided for in the Settlement Option selected, at least as rapidly as under the method of payment in effect at that time.

If the Owner is not a natural person, then the Annuitant, or first Annuitant if there are Joint Annuitants, is deemed to be the Owner for purposes of this Section 9.1.

9.2. INTEREST ON DEATH BENEFIT

We pay Interest on the Death Proceeds as described in Payment of Proceeds - Section 6.3.

9.3. BENEFICIARY

You named the Beneficiary(ies) in the Application. While the Annuitant is alive you may change the Beneficiary(ies) by sending us Written Notice. Unless you specify otherwise, a change will take effect on the date you sign the Written Notice. Any change is subject to payment or other action we take before receiving your Written Notice. If you named an irrevocable Beneficiary, you may not change the Beneficiary without consent of irrevocable Beneficiary.

Unless you notify us otherwise, these rules apply:

- (1) If you name more than one Beneficiary, and any one Beneficiary dies before the Owner or Annuitant, we pay the Death Proceeds to any surviving Beneficiary(ies).
- (2) If any Beneficiary dies within 30 days after the Owner or Annuitant dies and we receive Written Notice of the death before we pay the Death Proceeds, we pay it as if the Beneficiary died before the Owner or Annuitant.
- (3) If a Beneficiary has not been named before the Owner or Annuitant dies, we pay the Death Proceeds to the Owner or the Owner's estate.
- (4) If no named Beneficiary is alive when the Owner or Annuitant dies, we pay the Death Proceeds to the Owner or the Owner's estate.
- (5) We pay equal amounts when more than one Beneficiary is to share the Death Proceeds.
- (6) When you do not state Beneficiaries by name (such as "children"), we may find who they are from sworn statements and not wait for court records. The word "child" means only a child born to or legally adopted by you. "Child" does not mean grandchild or stepchild.

10. SETTLEMENT OPTION PAYOUT

10.1. PAYOUT OPTIONS

These are the guaranteed Payout Options from which to choose at Death or Maturity. You may also choose any other Settlement Option we currently offer by sending us a request in writing. All Payout Options are for a minimum of 5 years. We pay Interest, at least the minimum required by the state of delivery, on the Proceeds as described in the Payment of Proceeds - Section 6.3. We may change the mode of payment so the payment is at least \$50.00.

The election of a Settlement Option must be made in writing and is irrevocable after the payments commence. The Payee is the person named to receive payments under the Settlement Option selected.

- **OPTION 1 - INCOME FOR SPECIFIED PERIOD**

Annuity Payments will be made for a specific number of years in equal installments. We guarantee these payments to be at least those shown in the Table of Income for Specified Period Factors.

- **OPTION 2 - LIFE INCOME WITH PERIOD CERTAIN**

Annuity Payments will be made for a specified period certain and then for life. We guarantee these payments will be at least those shown in the Table of Life Income with Specified Period Certain Factors.

- **OPTION 3 - JOINT AND SURVIVOR INCOME**

Annuity Payments will be made for the joint lifetimes of the Annuitant and the named Beneficiary. We determine the payment by the Age and gender of each person from the Table of Joint and Survivor Income Factors. The Annuitant must be at least 50 years old, and the Beneficiary must be at least 45 years old, at the time of the first monthly payment.

- **AUTOMATIC SETTLEMENT OPTION**

The Automatic Settlement Option is life income with five years certain unless otherwise provided under the Internal Revenue Code. If you do not select a Settlement Option within 60 days of Maturity, the Automatic Settlement Option will take effect.

10.2. EXCESS INTEREST

Excess Interest is the difference between our current rates and the minimum rate required. We determine Excess Interest, if any, on Settlement Option amounts. We pay this excess under Option 1, 2, or 3.

10.3. ADJUSTMENT OF BENEFIT VALUES

If the Age or gender of any Owner or Annuitant has been misstated on the Application, the amount we will pay will be that which the Premium paid would have purchased if the correct Age and gender had been stated. If we find such an error and we have made payments, we will:

- (1) Pay the amount of any underpayments, plus 6.00% interest, compounded annually; or
- (2) Charge the amount of any overpayments, plus 6.00% interest, compounded annually, against the next payment(s).

10.4. SETTLEMENT OPTION TABLES

The following tables, except the Table of Guaranteed Values, show the guaranteed monthly payment for each \$1,000.00 applied to a Settlement Option. The guaranteed monthly payments are based on an interest rate of 1.50% per year and, where mortality is involved, the Annuity 2000 Table developed by the Society of Actuaries. We may offer annuity rates that are more favorable than those contained in these tables.

OPTION 1 - INCOME FOR SPECIFIED PERIOD FACTORS

Monthly income per \$1,000.00 of Proceeds

NO. OF YEARS PAYABLE	MONTHLY INSTALLMENTS	NO. OF YEARS PAYABLE	MONTHLY INSTALLMENTS
1	N/A	11	\$8.21
2	N/A	12	\$7.58
3	N/A	13	\$7.05
4	N/A	14	\$6.59
5	\$17.28	15	\$6.20
6	\$14.51	16	\$5.85
7	\$12.53	17	\$5.55
8	\$11.04	18	\$5.27
9	\$9.89	19	\$5.03
10	\$8.96	20	\$4.81

OPTION 2 - LIFE INCOME WITH SPECIFIED PERIOD CERTAIN FACTORS

Monthly income per \$1,000.00 of Proceeds

Age	Life Only		120 Months Certain		240 Months Certain		Age	Life Only		120 Months Certain		240 Months Certain	
	Male	Female	Male	Female	Male	Female		Male	Female	Male	Female	Male	Female
	45	\$2.94	\$2.74	\$2.93	\$2.74	\$2.89		\$2.72	80	\$9.09	\$8.22	\$7.25	\$6.96
46	\$3.00	\$2.79	\$2.99	\$2.78	\$2.94	\$2.76	81	\$9.56	\$8.68	\$7.42	\$7.16	\$4.78	\$4.76
47	\$3.06	\$2.84	\$3.04	\$2.83	\$2.99	\$2.81	82	\$10.05	\$9.17	\$7.58	\$7.35	\$4.79	\$4.78
48	\$3.12	\$2.89	\$3.10	\$2.89	\$3.04	\$2.85	83	\$10.58	\$9.71	\$7.74	\$7.54	\$4.79	\$4.79
<u>49</u>	<u>\$3.18</u>	<u>\$2.95</u>	<u>\$3.16</u>	<u>\$2.94</u>	<u>\$3.09</u>	<u>\$2.90</u>	<u>84</u>	<u>\$11.15</u>	<u>\$10.29</u>	<u>\$7.88</u>	<u>\$7.72</u>	<u>\$4.80</u>	<u>\$4.80</u>
50	\$3.25	\$3.01	\$3.23	\$3.00	\$3.15	\$2.96	85	\$11.75	\$10.92	\$8.02	\$7.88	\$4.81	\$4.80
51	\$3.32	\$3.07	\$3.30	\$3.06	\$3.21	\$3.01	86	\$12.40	\$11.59	\$8.15	\$8.03	\$4.81	\$4.81
52	\$3.40	\$3.13	\$3.37	\$3.12	\$3.27	\$3.07	87	\$13.09	\$12.32	\$8.26	\$8.17	\$4.81	\$4.81
53	\$3.48	\$3.20	\$3.44	\$3.18	\$3.33	\$3.12	88	\$13.82	\$13.09	\$8.37	\$8.29	\$4.81	\$4.81
<u>54</u>	<u>\$3.56</u>	<u>\$3.27</u>	<u>\$3.52</u>	<u>\$3.25</u>	<u>\$3.39</u>	<u>\$3.18</u>	<u>89</u>	<u>\$14.60</u>	<u>\$13.92</u>	<u>\$8.46</u>	<u>\$8.40</u>	<u>\$4.81</u>	<u>\$4.81</u>
55	\$3.64	\$3.34	\$3.60	\$3.32	\$3.46	\$3.25	90	\$15.42	\$14.78	\$8.55	\$8.49	\$4.81	\$4.81
56	\$3.74	\$3.42	\$3.69	\$3.40	\$3.52	\$3.31	91	\$16.30	\$15.70	\$8.63	\$8.58	\$4.81	\$4.81
57	\$3.83	\$3.51	\$3.78	\$3.48	\$3.59	\$3.38	92	\$17.24	\$16.65	\$8.69	\$8.65	\$4.81	\$4.81
58	\$3.94	\$3.59	\$3.88	\$3.56	\$3.66	\$3.44	93	\$18.23	\$17.64	\$8.75	\$8.72	\$4.81	\$4.81
<u>59</u>	<u>\$4.05</u>	<u>\$3.69</u>	<u>\$3.98</u>	<u>\$3.65</u>	<u>\$3.73</u>	<u>\$3.52</u>	<u>94</u>	<u>\$19.29</u>	<u>\$18.68</u>	<u>\$8.80</u>	<u>\$8.77</u>	<u>\$4.81</u>	<u>\$4.81</u>
60	\$4.16	\$3.79	\$4.09	\$3.75	\$3.80	\$3.59	95	\$20.44	\$19.77	\$8.85	\$8.82	\$4.81	\$4.81
61	\$4.29	\$3.89	\$4.20	\$3.85	\$3.87	\$3.66	96	\$21.68	\$20.92	\$8.88	\$8.86	\$4.81	\$4.81
62	\$4.42	\$4.00	\$4.31	\$3.95	\$3.94	\$3.74	97	\$23.03	\$22.17	\$8.91	\$8.89	\$4.81	\$4.81
63	\$4.56	\$4.12	\$4.44	\$4.06	\$4.01	\$3.81	98	\$24.55	\$23.54	\$8.93	\$8.92	\$4.81	\$4.81
<u>64</u>	<u>\$4.71</u>	<u>\$4.25</u>	<u>\$4.57</u>	<u>\$4.17</u>	<u>\$4.08</u>	<u>\$3.89</u>	<u>99</u>	<u>\$26.27</u>	<u>\$25.10</u>	<u>\$8.94</u>	<u>\$8.94</u>	<u>\$4.81</u>	<u>\$4.81</u>
65	\$4.87	\$4.38	\$4.70	\$4.30	\$4.15	\$3.97	100	\$28.23	\$26.88	\$8.95	\$8.95	\$4.81	\$4.81
66	\$5.04	\$4.53	\$4.84	\$4.43	\$4.21	\$4.04	101	\$30.50	\$28.95	\$8.96	\$8.96	\$4.81	\$4.81
67	\$5.22	\$4.68	\$4.99	\$4.56	\$4.28	\$4.12	102	\$33.14	\$31.37	\$8.96	\$8.96	\$4.81	\$4.81
68	\$5.42	\$4.84	\$5.15	\$4.71	\$4.34	\$4.19	103	\$36.23	\$34.23	\$8.96	\$8.96	\$4.81	\$4.81
<u>69</u>	<u>\$5.63</u>	<u>\$5.02</u>	<u>\$5.30</u>	<u>\$4.86</u>	<u>\$4.39</u>	<u>\$4.26</u>	<u>104</u>	<u>\$39.86</u>	<u>\$37.62</u>	<u>\$8.96</u>	<u>\$8.96</u>	<u>\$4.81</u>	<u>\$4.81</u>
70	\$5.85	\$5.21	\$5.47	\$5.02	\$4.45	\$4.33	105	\$44.16	\$41.67	\$8.96	\$8.96	\$4.81	\$4.81
71	\$6.08	\$5.42	\$5.64	\$5.19	\$4.50	\$4.40	106	\$49.27	\$46.52	\$8.96	\$8.96	\$4.81	\$4.81
72	\$6.34	\$5.64	\$5.81	\$5.36	\$4.54	\$4.45	107	\$55.40	\$52.39	\$8.96	\$8.96	\$4.81	\$4.81
73	\$6.60	\$5.88	\$5.98	\$5.54	\$4.58	\$4.51	108	\$62.80	\$59.54	\$8.96	\$8.96	\$4.81	\$4.81
<u>74</u>	<u>\$6.89</u>	<u>\$6.14</u>	<u>\$6.16</u>	<u>\$5.73</u>	<u>\$4.62</u>	<u>\$4.56</u>	<u>109</u>	<u>\$71.86</u>	<u>\$68.36</u>	<u>\$8.96</u>	<u>\$8.96</u>	<u>\$4.81</u>	<u>\$4.81</u>
75	\$7.20	\$6.43	\$6.35	\$5.93	\$4.66	\$4.60	110	\$83.08	\$79.39	\$8.96	\$8.96	\$4.81	\$4.81
76	\$7.53	\$6.73	\$6.53	\$6.13	\$4.68	\$4.64	111	\$97.26	\$93.45	\$8.96	\$8.96	\$4.81	\$4.81
77	\$7.88	\$7.06	\$6.71	\$6.34	\$4.71	\$4.68	112	\$115.71	\$111.95	\$8.96	\$8.96	\$4.81	\$4.81
78	\$8.26	\$7.42	\$6.89	\$6.54	\$4.73	\$4.70	113	\$141.27	\$137.93	\$8.96	\$8.96	\$4.81	\$4.81
79	\$8.66	\$7.80	\$7.07	\$6.75	\$4.75	\$4.73	114	\$187.58	\$185.67	\$8.96	\$8.96	\$4.81	\$4.81

OPTION 3 - JOINT AND SURVIVOR INCOME FACTORS

Monthly income per \$1,000.00 of Proceeds

We will establish values for Age or gender combinations not shown in the table on request. They will be calculated on the same basis as those in this table.

Female Age	Male Age					
	45	50	55	60	65	70
45	\$2.52	\$2.60	\$2.65	\$2.69	\$2.71	\$2.72
50	\$2.63	\$2.74	\$2.83	\$2.89	\$2.94	\$2.97
55	\$2.72	\$2.87	\$3.01	\$3.12	\$3.21	\$3.27
60	\$2.80	\$2.99	\$3.18	\$3.36	\$3.51	\$3.62
65	\$2.85	\$3.08	\$3.33	\$3.59	\$3.83	\$4.03
70	\$2.89	\$3.15	\$3.45	\$3.79	\$4.14	\$4.47

TABLE OF GUARANTEED VALUES

These values are based on the Initial Premium paid at issue, and the assumption that you will not take Withdrawals. If you take Withdrawals, your actual Values will vary accordingly. We calculate the Guaranteed Contract Values shown at the Current Interest Rate on your Initial Premium, to the end of the first Contract Year, and at the Minimum Guaranteed Interest Rate thereafter. Your actual Values may increase by any amounts of our Current or Renewal Interest Rates in excess of the Minimum Guaranteed Interest Rate, and will decrease by any Withdrawals you take and Interest thereon. If you Surrender your Contract during the Surrender Charge period we will apply a Surrender Charge as described in the Surrender Charges - Section 7.1 of your Contract.

END OF CONTRACT YEAR		CASH SURRENDER VALUE	DEATH BENEFIT
1	\$75,000	\$69,000	\$75,000
2	\$0	\$69,750	\$75,000
3	\$0	\$70,500	\$75,000
4	\$0	\$71,250	\$75,000
5	\$0	\$72,000	\$75,000
6	\$0	\$75,000	\$75,000
7	\$0	\$75,000	\$75,000
8	\$0	\$75,000	\$75,000
9	\$0	\$75,035	\$75,035
10	\$0	\$76,160	\$76,160
11	\$0	\$77,303	\$77,303
12	\$0	\$78,462	\$78,462
13	\$0	\$79,639	\$79,639
14	\$0	\$80,834	\$80,834
15	\$0	\$82,046	\$82,046
16	\$0	\$83,277	\$83,277
17	\$0	\$84,526	\$84,526
18	\$0	\$85,794	\$85,794
19	\$0	\$87,081	\$87,081
20	\$0	\$88,387	\$88,387
30	\$0	\$102,577	\$102,577
Maturity	\$75,000	\$110,505	\$110,505

Minimum Guaranteed Surrender Value at Latest Maturity: \$110,505

These values are based on the following:

Initial Premium: \$75,000.00

Planned Premium Amount: \$0.00

Planned Premium Mode: None

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AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY

[P.O. Box 71216]
[Des Moines, Iowa 50325]

FLEXIBLE PREMIUM FIXED DEFERRED ANNUITY CONTRACT WITH INDEX-LINKED INTEREST OPTION(S)

Index Credits currently linked to S&P 500 Index
Penalty-free Withdrawal Option available after 1st Contract Year
Death Benefit Prior to Maturity
Monthly Income at Maturity
No Dividends
Nonparticipating

SERFF Tracking Number: AMEQ-127785437 State: Arkansas
 Filing Company: American Equity Investment Life Insurance Company State Tracking Number: 50162
 Company Tracking Number: 11 IDX2
 TOI: A02I Individual Annuities- Deferred Non-Variable Sub-TOI: A02I.002 Flexible Premium
 Product Name: 11 IDX2
 Project Name/Number: 11 IDX2/11 IDX2

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: AR111102-AR1.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments: We plan to use this form with our application form 2000 (Rev), approved by your department March 10, 2000.		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Acturial Memo		
Comments:		
Attachments: xial 11 IDX2.pdf Appendix A-1 NF Demo 11 IDX2.pdf Appendix A-2 NF Demo 11 IDX2.pdf		

	Item Status:	Status Date:
Satisfied - Item: Cover Letter		
Comments:		
Attachment: Generic Cover Letter 111102.pdf		

SERFF Tracking Number: AMEQ-127785437 State: Arkansas
Filing Company: American Equity Investment Life Insurance State Tracking Number: 50162
Company
Company Tracking Number: 11 IDX2
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium
Variable
Product Name: 11 IDX2
Project Name/Number: 11 IDX2/11 IDX2

Item Status: **Status
Date:**

Satisfied - Item: Statement of Variability
Comments:
Attachment:
stmtofVariability111101.pdf

Item Status: **Status
Date:**

Satisfied - Item: Certifications
Comments:
Attachments:
AR111107-Cert 2.pdf
AR111107-Cert1.pdf

CERTIFICATION

TO: ARKANSAS INSURANCE DEPARTMENT

FROM: AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY

Forms:
11 IDX2 Score of 64.23

This is to certify that the attached Forms achieve a Flesch Reading Ease Test Score, as indicated above,, and complies with the requirements of Ark. Stat. Ann. 23-80-201 through 23-80-308, cited as the Life and Disability Insurance Policy Language Simplification Act.



Marla G. Lacey
Vice President, Chief Compliance Officer & Associate General Counsel

November 2, 2011
Date



Marla G. Lacey, J.D.
Vice President, Chief Compliance Officer & Associate General Counsel

NAIC #92738
FEIN 42-1153896

November 2, 2011

Re: Filing 11 IDX2

We are filing 11 IDX2 for your review and approval. This is a new flexible premium annuity contract with index-linked interest options. It has a Flesch readability score of 64.23.

This Contract does not contain inconsistent, ambiguous, unfair, inequitable or misleading clauses, provisions that are against public policy or contain exceptions and conditions that unreasonably affect the risk purported to be assumed in the general coverage of the contract.

Additionally, due to the nature of an indexed annuity contract, we do not plan to use illustrations. We appreciate your assistance with the review and approval of our filing.

Sincerely,

Marla G. Lacey
Vice President, Chief Compliance Officer & Associate General Counsel

AMERICAN EQUITY INVESTMENT LIFE INSURANCE CO.
STATEMENT OF VARIABILITY
11 IDX2

I certify only items within brackets listed below are variable. They will vary as follows:

Page 1

Address: May change if we move. We will notify current contract holders.

Phone number: May change if necessary. We will notify current contract holders.

Web address: May change if necessary. We will notify current contract holders.

Signatures: Will change only as officer's change.

Page 3

Items bracketed from Contract Number through Planned Premium Mode on Page 3 are self-explanatory based on the specifics of the applicant as provided in the application.

Minimum Guaranteed Interest Rate (MGSV-MGIR): MGIR is set at issue, based on the average of five-year Constant Maturity Treasury Rate for October of immediately preceding year; initially 2010, will change for new issues each January, and is guaranteed for the Guarantee Period. (1% - 3%) and applies to Minimum Guaranteed Surrender Value only.

Nonforfeiture Rate: This rate is effective for all issues in 2011. New issues in 2011 and subsequent calendar years under this contract form will be based off the average of the October 5 Year CMT rate as of the previous year.

Delivery State Department of Insurance: Varies dependent upon state of delivery.

Phone Number: Varies dependent upon Department of Insurance.

Page 4

Fixed Value Specifications

Fixed Value Initial Premium: Based on amount of Initial Premium and applicant's allocation of Initial Premium as shown on Application.

Fixed Value Initial Interest Rate: Range: 1% to 12%. At issue and guaranteed for the first Contract Year, applies to Fixed Value Initial Premium only.

Fixed Value Minimum Guaranteed Interest Rate (FV-MGIR): Range: Will never be below 1.00%

Annual Point to Point Value with CAP

Index: Index to which these Index Credits are currently linked. It will vary only if it becomes necessary to substitute a suitable alternative index approved by IIPRC.

Initial Premium: As provided with the application.

Index on Contract Date: At issue of each new contract, based on S&P 500 on the Contract Date.

Initial Cap Rate: (1-16%) based on market conditions.

Guaranteed Minimum Cap: (1-4%) It will vary dependent on market conditions.

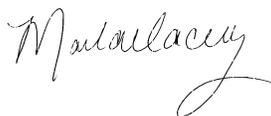
Page 10

Penalty Free Withdrawal: Initially offered at 5% however can range up to 10%.

Back Cover

Address: May change if we move. We will notify current contract holders

Phone number: May change if necessary. We will notify current contract holders



Marla Lacey
Vice President, Chief Compliance Officer, & Associate General Counsel
November 1, 2011

CERTIFICATION

TO: ARKANSAS INSURANCE DEPARTMENT

FROM: AMERICAN EQUITY INVESTMENT LIFE INSURANCE COMPANY

Forms:
11 IDX2

This is to certify that the attached Form complies with the requirements of Ark. Stat on External Indexed Guidelines. Please be aware of the following:

-Policy Provisions: Form 11 IDX2, Statement of Values is provided to policyholders every year or as requested.

-Disclosure & Advertising: Benefit Summary and Disclosure of Sales Brochure provided as time of application.

-Agent Education: We have 50,000 licensed agents, which are trained through National Marketing Organizations. We provide seminars, teleconferences, marketing materials and agent packages.

-Nonforfeiture and Reserves: Provided in the actuarial memorandum.



Marla G. Lacey
Vice President, Chief Compliance Officer & Associate General Counsel

November 7, 2011
Date

CERTIFICATION

Form Number: 11 IDX2

I have reviewed the guidelines for Regulation 19s10B and certify that this form is in compliance with those Guidelines.



Marla G. Lacey
Vice President, Chief Compliance Officer & Associate General Counsel

November 7, 2011
Date