

SERFF Tracking Number: FRTH-126999627 State: Arkansas
 Filing Company: Forethought Life Insurance Company State Tracking Number: 47956
 Company Tracking Number: LTC2000-01
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium
 Variable
 Product Name: LTC2000-01 Rider
 Project Name/Number: LTC2000-01 Rider/LTC2000-01

Filing at a Glance

Company: Forethought Life Insurance Company

Product Name: LTC2000-01 Rider SERFF Tr Num: FRTH-126999627 State: Arkansas
 TOI: A02I Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 47956
 Variable Closed
 Sub-TOI: A02I.003 Single Premium Co Tr Num: LTC2000-01 State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Author: Kasey Poettker Disposition Date: 02/17/2011
 Date Submitted: 02/10/2011 Disposition Status: Approved-Closed
 Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: LTC2000-01 Rider Status of Filing in Domicile: Pending
 Project Number: LTC2000-01 Date Approved in Domicile:
 Requested Filing Mode: Domicile Status Comments: PRODUCT FILED
 IN OUR DOMICILE STATE ON 12/23/10.
 Explanation for Combination/Other: Market Type: Individual
 Submission Type: New Submission Individual Market Type:
 Overall Rate Impact: Filing Status Changed: 02/17/2011
 State Status Changed: 02/17/2011
 Deemer Date: Created By: Kasey Poettker
 Submitted By: Kasey Poettker Corresponding Filing Tracking Number:
 Filing Description:
 Re: Forethought Life Insurance Company
 NAIC No.: 91642-----FEIN No.: 06-1016329

Individual Annuity Forms Filing

Form:-----Description:
 LTC2000-01-----Rider for Long-Term Care Benefits
 LTC2001-01-----Optional Inflation Protection Benefit Rider
 LTC2002-01-----Optional Nonforfeiture Benefit Rider

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LTC3000-02-AR-----ForeCare Annuity Application
LTC4000-01-----Long-Term Care Insurance - Outline of Coverage
LTC4002-01-AR-----Long-Term Care Insurance Personal Worksheet
FA1103DSPDA-01-----Contract Data Page
LTC5000-01-----ForeCare Fixed Annuity "Highlight Sheet"
LTC5001-01-----ForeCare Fixed Annuity "Thinking Ahead"

Dear Sir or Madam:

We are submitting the above-referenced forms filing for the Department's review and approval.

The forms are being filed on a general use basis and will be marketed in the individual annuity market exclusively by the Company's licensed agents/brokers and bank distribution channels. The forms will be illustrated.

The Company's state of domicile is Indiana. The forms are being filed simultaneously in Indiana.

The forms are new and do not replace any previously approved forms. They contain no unusual or controversial features or language that deviate from normal insurance industry standards. Please note that portions of the forms filed with this submission are bracketed as variable, and may change as described in the attached Statement of Variability.

The issue ages for the subject rider forms are ages 50 through 80.

The forms will be used with annuity contract form FA1101SPDA-01, which was previously approved by the Department, effective 10/18/2010. Please refer to SERFF Tracking Number FRTH-126837343.

Form LTC2000-01, Rider for Long-Term Care Benefits:

Form LTC2000-01 is an individual long-term care insurance rider that provides both accelerated benefit payments and extended benefit payments. Initially, the rider pays an accelerated benefit, as payments from the contract value of annuity contract form FA1101SPDA-01, to reimburse long-term care expenses each month, when the insured is a Chronically Ill individual receiving qualified Long-Term Care services. If the insured continues to be a Chronically Ill Individual receiving qualified long-term care services after the annuity contract value is exhausted, payments will then be continued under an Extended Benefit up to a limit.

Form LTC2001-01, Optional Inflation Protection Benefit Rider:

Form LTC2001-01 is an optional inflation protection benefit rider that is offered only at time of application. This rider increases the Maximum Monthly Benefit to reflect five percent annual compound inflation. The Maximum Monthly Benefit will increase five percent annually when long-term care Extended Benefits are being paid. Rider LTC2001-01

SERFF Tracking Number: FRT-126999627 State: Arkansas
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will be used in connection with rider form LTC2000-01.

Form LTC2002-01, Optional Nonforfeiture Benefit Rider:

Form LTC2002-01 is an optional nonforfeiture benefit rider that is offered only at time of application. It provides continued long-term care coverage over a shortened benefit period upon termination of rider form LTC2000-01. Rider form LTC2002-01 will be used in connection with rider form LTC2000-01.

Form LTC3000-02-AR, ForeCare Annuity Application:

Form LTC3000-02-AR is the application form that will be used to apply for annuity contract form FA1101SPDA-01 with rider form LTC2000-01, and optional rider forms LTC2001-01 and LTC2002-01.

Form LTC4000-01, Long-Term Care Insurance - Outline of Coverage:

Form LTC4000-01 is the long-term care insurance outline of coverage form that will be used for rider forms LTC2000-01, LTC2001-01 and LTC2002-01. The outline of coverage form will be provided to the prospective applicant prior to application.

Form LTC4002-01-AR, Long-Term Care Insurance Personal Worksheet:

Form LTC4002-01-AR is the long-term care insurance personal worksheet that will be used with rider form LTC2000-01. The form will be provided to the prospective applicant at or prior to application.

Form FA1103DSPDA-01, Contract Data Page:

Form FA1103DSPDA-01 is the contract data page that will be used to indicate the actual benefits applicable to the insured person that are provided under rider forms LTC2000-01, LTC2001-01 and LTC2002-01. The contract data page will be included in annuity contract form FA1101SPDA-01.

Form LTC5001-01, ForeCare Fixed Annuity "Thinking Ahead", and form LTC5000-01, ForeCare Fixed Annuity "Highlight Sheet" are the marketing brochures that will be used for marketing of the rider forms LTC2000-01, Rider for Long-Term Care Benefits, LTC2001-01, Optional Inflation Protection Benefit Rider, and LTC2002-01, Optional Nonforfeiture Benefit Rider. "ForeCare" is the marketing name for the product. Forms LTC5000-01 and LTC5001-01 will always be used with the Long-Term Care Insurance – Outline of Coverage form LTC4000-01.

The following forms are being submitted on an informational basis:

1. Form LTC4001-01, Notice to Applicant Regarding Replacement of Individual Accident and Sickness or Long-Term Care Insurance: Form LTC4001-01 is the replacement notice that will be used with form LTC2000-01. Form LTC4001-01 will be provided to the applicant at time of application if the applicant is replacing a long-term care policy, accident and sickness insurance, or another policy that accelerates benefits for long-term care.

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Product Name: LTC2000-01 Rider
Project Name/Number: LTC2000-01 Rider/LTC2000-01

2. Form LTC4003-01, Things You Should Know Before You Buy Long-Term Care Insurance: This disclosure form will be provided to the prospective applicant at or prior to application.

3. Form LTC4005-01: The contract summary will include all of the long-term policy summary requirements for rider forms LTC2000-01, LTC2001-01 and LTC2002-01 (as elected by the Owner). The contract summary may be issued with the annuity contract issuance and/or incorporated in the product illustration.

The following items are also enclosed:

1. Actuarial Memorandum and Rates; and
2. Readability Certification.

The filing fees applicable for this filing are being submitted via EFT as required.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

We appreciate your time and consideration with regard to this filing. Should you have any questions regarding this filing, or require any additional information, please direct all correspondence and questions to my attention, at 812-933-6748.

Sincerely,

Kasey K. Poettker
Compliance Analyst
Legal Services

Company and Contact

Filing Contact Information

Kasey Poettker, Compliance Analyst kasey_poettker@forethought.com
1 Forethought Center 812-933-6748 [Phone]
Batesville, IN 47006 812-933-6348 [FAX]

Filing Company Information

Forethought Life Insurance Company CoCode: 91642 State of Domicile: Indiana
1 Forethought Center Group Code: 1266 Company Type: Insurance
Batesville, IN 47006 Group Name: State ID Number:
(800) 648-0075 ext. [Phone] FEIN Number: 06-1016329

SERFF Tracking Number: FRTH-126999627 State: Arkansas
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Filing Fees

Fee Required? Yes
Fee Amount: \$450.00
Retaliatory? No
Fee Explanation: 9 FORMS X \$50.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Forethought Life Insurance Company	\$450.00	02/10/2011	44598676

<i>SERFF Tracking Number:</i>	<i>FRTH-126999627</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Forethought Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47956</i>
<i>Company Tracking Number:</i>	<i>LTC2000-01</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.003 Single Premium</i>
<i>Product Name:</i>	<i>LTC2000-01 Rider</i>		
<i>Project Name/Number:</i>	<i>LTC2000-01 Rider/LTC2000-01</i>		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/17/2011	02/17/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	DISCLOSURE STATEMENT - 9 YR	Kasey Poettker	02/17/2011	02/17/2011

SERFF Tracking Number: FRTH-126999627 State: Arkansas
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 Project Name/Number: LTC2000-01 Rider/LTC2000-01

Disposition

Disposition Date: 02/17/2011

Implementation Date:

Status: Approved-Closed

Comment:

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where required):	Minimum % Change (where required):
Forethought Life Insurance Company	%	%	\$		\$	%	%
	Percent Change Approved:						
	Minimum:	%	Maximum:	%	Weighted Average:		%

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 Project Name/Number: LTC2000-01 Rider/LTC2000-01

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Yes	Yes
Supporting Document	Application	Yes	Yes
Supporting Document	Life & Annuity - Actuarial Memo	No	No
Supporting Document	Notice to Applicant Regarding Replacement - LTC4001-01	Yes	Yes
Supporting Document	Things You Should Know - LTC4003-01	Yes	Yes
Supporting Document	Statement of Variability - forms & advertising combined	Yes	Yes
Supporting Document	Contract Summary - LTC4005-01	Yes	Yes
Form	Rider for Long Term Care Benefits	Yes	Yes
Form	Optional Inflation Protection Benefit Rider	Yes	Yes
Form	Optional Nonforfeiture Benefit Rider	Yes	Yes
Form	ForeCare Annuity Application	Yes	Yes
Form	Long Term Care Insurance - Outline of Coverage	Yes	Yes
Form	Long Term Care Insurance Personal Worksheet	Yes	Yes
Form	Contract Data Page	Yes	Yes
Form	Forethought ForeCare Fixed Annuity Highlight Sheet	Yes	Yes
Form	ForeCare Fixed Annuity Brochure	Yes	Yes
Form	DISCLOSURE STATEMENT - 9 YR	Yes	Yes
Rate	Rates Rider Form Series LTC2000-01	Yes	Yes
Rate	Rider for Long-Term Care Benefits 12-17-10B subm	Yes	Yes
Rate	Rates Rider Form Series LTC2001-01	Yes	Yes
Rate	Optional Inflation Protection Benefit Rider 12-17-10B subm	Yes	Yes
Rate	Rates Rider Form Series LTC2001-01 Plus LTC2002-01 12-17-2010B subm	Yes	Yes
Rate	Rates Rider Form Series LTC2002-01	Yes	Yes
Rate	Optional Nonforfeiture Benefit Rider 12-17-2010B subm	Yes	Yes

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Amendment Letter

Submitted Date: 02/17/2011

Comments:

GOOD MORNING. PLEASE SEE THE ATTACHED DISCLOSURE STATEMENT FOR YOUR REVIEW. THIS WILL REPLACE THE STATEMENT APPROVED WITH THE ORIGINAL CONTRACT FILING TO REFLECT THE ADDITION OF THESE RIDERS.

THANK YOU VERY MUCH FOR YOUR ASSISTANCE WITH THIS FILING SUBMISSION.

KASEY POETTKER

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
FA5089SPDA-02 (9)	Other	DISCLOSURE STATEMENT - 9 YR	Initial				51.900	FA5089SPDA-02 (9)_Disclosure Statement_Single Premium Deferred Annuity Contract_MYGA 9 yr_02-16-11 clean copy.pdf

SERFF Tracking Number: FRTH-126999627 State: Arkansas
 Filing Company: Forethought Life Insurance Company State Tracking Number: 47956
 Company Tracking Number: LTC2000-01
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
 Variable
 Product Name: LTC2000-01 Rider
 Project Name/Number: LTC2000-01 Rider/LTC2000-01

Form Schedule

Lead Form Number: LTC2000-01

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	LTC2000-01	Policy/Cont Rider for Long Term ract/Fratern Care Benefits al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		56.300	LTC2000-01_ Rider for Long Term Care Benefits_12- 20-10 subm.pdf
	LTC2001-01	Policy/Cont Optional Inflation ract/Fratern Protection Benefit al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		68.100	LTC2001- 01_Optional Inflation Protection Benefit Rider_12-20- 10 subm.pdf
	LTC2002-01	Policy/Cont Optional ract/Fratern Nonforfeiture Benefit al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		70.600	LTC2002- 01_Optional Nonforfeiture Benefit Rider_12-20- 10 subm.pdf
	LTC3000-02-AR	Application/ ForeCare Annuity Enrollment Application Form	Initial		55.500	LTC3000-02- AR_ForeCare Annuity

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Product Code	Description	Category	Initial	Amount	Attachment
LTC4000-01	Outline of Coverage	Long Term Care Insurance - Outline of Coverage	Initial	0.000	Application_02-04-11 subm.pdf LTC4000-01_ Long-Term Care Insurance - Outline of Coverage_12-30-10 subm.pdf
LTC4002-01-AR	Other	Long Term Care Insurance Personal Worksheet	Initial	0.000	LTC 4002-01-AR_Long-Term Care Insurance Personal Worksheet_02-05-11 subm.pdf
FA1103DS PDA-01	Policy/Contract Certificate	Contract Data Page	Initial	0.000	FA1103DSPDA-01_Contract Data Page_12-20-10 subm.pdf
LTC5000-01	Advertising	Forethought ForeCare Fixed Annuity Highlight Sheet	Initial	45.000	LTC5000-01_ForeCare Fixed Annuity_Highlight Sheet_12-21-10 subm.pdf
LTC5001-01	Advertising	ForeCare Fixed Annuity Brochure	Initial	51.000	LTC5001-01_ForeCare Fixed Annuity_Thinking

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FA5089SP Other	DISCLOSURE	Initial	51.900	Ahead_12-21-
DA-02 (9)	STATEMENT - 9 YR			10 subm.pdf
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				Annuity
				Contract_
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Rider for Long-Term Care Benefits

Home Office: [One Forethought Center
P.O. Box 245
Batesville, IN 47006-0246]

This Rider for Long-Term Care Benefits is added to and made a part of the Contract to which it is attached. This Rider provides monthly insurance benefits for Qualified Long-Term Care Services in the event an Insured becomes a Chronically Ill Individual. These Long-Term Care Benefits reduce the Contract Value without Withdrawal Charges or Market Value Adjustments. This Rider is subject to all of the terms, conditions and definitions of the Contract unless stated otherwise in this Rider. **PLEASE READ THIS RIDER CAREFULLY.**

LONG-TERM CARE BENEFITS WILL NOT BE PROVIDED UNDER THIS RIDER UNTIL THE WAITING PERIOD, IF ANY, SHOWN ON THE CONTRACT DATA PAGE FOR THIS RIDER, IS SATISFIED.

TAXATION. This Rider is intended to be federally tax-Qualified Long-Term Care Insurance under section 7702B of the Internal Revenue Code of 1986, as amended (herein referred to as the "Code").

We consider Rider Charges for this Rider that are deducted from the Contract, to be charges paid for tax-Qualified Long-Term Care Insurance, which are excluded from gross income under section 72(e)(11) of the Code. We also consider the benefits paid under this Rider to be benefits payable from tax-Qualified Long-Term Care Insurance that generally should be excludable from gross income. **TAX TREATMENT OF LONG-TERM CARE COVERAGE MAY CHANGE, AND YOU SHOULD ALWAYS CONSULT AND RELY ON THE ADVICE OF A QUALIFIED TAX ADVISOR.**

CONFORMITY WITH INTERNAL REVENUE CODE. If on its Issue Date, this Rider does not comply with the requirements of the Code, it will be construed or treated as if it had been changed to comply with those requirements. Because this Rider is non-cancellable, We will inform the Owner in writing of any such required change in the provisions of this Rider. The Owner will be given the choice of accepting the change or retaining this Rider without the change.

RIGHT TO EXAMINE AND RETURN THIS RIDER. If the Owner is not satisfied with this Rider for any reason, the Owner may cancel it within 30 days after the Owner receives it by notifying Us in writing and returning this Rider to Us. Immediately upon Our receipt of the Owner's cancellation notice request, this Rider will be deemed void from the beginning, and We will credit any deducted Rider Charges or premiums for this Rider to the Contract Value of the Contract.

NOTICE TO OWNER: This Rider may not cover all of the costs associated with long-term care which may be incurred by an Insured during the period of coverage. The Owner is advised to review carefully all limitations in the Contract and this Rider.

THIS RIDER IS NOT MEDICARE SUPPLEMENT COVERAGE. If an Insured is eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from Us.

CAUTION: The issuance of this Rider is based upon the responses to the questions on the Application. A copy of the Application is enclosed or was retained by the Owner when the Owner applied for this Rider. If any answers are incorrect or untrue, We have the right to deny benefits or rescind this Rider. The best time to clear up any questions is now, before a claim arises! If, for any reason, any answers are incorrect, contact Us at the above address.

RENEWABILITY: This Rider is non-cancellable. This means that We may not, on Our own, cancel or reduce coverage provided by this Rider, and We may not change the Rider Charge for Long-Term Care Benefits per Dollar of Contract Value for this Rider. Subject to the Rider Termination provision, this Rider will remain in force for as long as the Contract remains in force and the required charges for this Rider are paid.

TABLE OF CONTENTS

	Page
RIDER SUMMARY	6
RIDER CONSIDERATIONS AND PERIOD OF COVERAGE	6
COVERED SERVICES	8
BENEFIT PAYMENTS.....	12
WAIVER OF RIDER CHARGES BENEFIT.....	14
ELIGIBILITY AND CONDITIONS FOR BENEFITS	15
BENEFITS AFTER MATURITY DATE.....	17
EFFECT OF RIDER CHARGES AND BENEFIT PAYMENTS.....	18
EFFECT OF CONTRACT PAYMENTS	19
GENERAL EXCLUSIONS AND LIMITATIONS	20
CLAIMS PROVISIONS	21

DEFINITIONS

When the following words are used in this Rider, they have the meaning stated. Some words in this Rider are defined within the Contract or the provisions in which they appear in this Rider.

Accelerated Benefits – Monthly Benefit Payments for Qualified Long-Term Care Services that reduce Your Contract Value under the terms of this Rider.

Accelerated Benefit Period – The period over which benefits for Qualified Long-Term Care Services are paid as Accelerated Benefits of the Contract Value.

Activities of Daily Living (ADLs) – The following functions:

1. **Bathing:** Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
2. **Continence:** The ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene including caring for catheter or colostomy bag.
3. **Dressing:** Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
4. **Eating:** Feeding oneself by getting food into the body from a receptacle (such as a plate, cup, table), or by feeding tube or intravenously.
5. **Toileting:** Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
6. **Transferring:** Moving into or out of a bed, chair or wheelchair.

Application – The applications for the Contract and this Rider.

Beneficiary – The person(s) named as Beneficiary in the Contract to which this Rider is attached.

Chronically Ill Individual – A person who has been certified by a Licensed Health Care Practitioner within the preceding 12 months as:

1. Being unable to perform, without Substantial Assistance from another individual, at least two Activities of Daily Living for a period of at least 90 days due to a loss of functional capacity; or
2. Requiring Substantial Supervision to protect the person from threats to health and safety due to Severe Cognitive Impairment.

Contract – The annuity contract to which this Rider is attached.

Contract Month – A one-month period starting on the same day of each calendar month as the Issue Date of the Contract.

Contract Value – Contract Value has the same meaning as defined in the Contract.

Elimination Period – The days of care, as specified for each type of Covered Service, that an Insured must be a Chronically Ill Individual and must be receiving any Qualified Long-Term Care Services other than Respite Care Services, before We will pay Long-Term Care Benefits under this Rider for the specified type of Covered Service for that Insured. The Elimination Period, if any, for each type of Covered Service is shown on the Contract Data Page for this Rider. Refer to the LONG-TERM CARE BENEFIT PROVISIONS section for more details.

Extended Benefits - Monthly Benefit Payments for Qualified Long-Term Care Services during the Extended Benefit Period. Extended Benefits are not available for surrender, death benefit or annuitization.

Extended Benefit Period – This Rider is considered to be in the Extended Benefit Period any time Long-Term Care Benefits are payable after the Accelerated Benefit Period ends. There can be only one Extended Benefit Period, though it may stop and start due to recovery and subsequent claim.

Grantor Trust – A domestic trust of which the grantor will be treated as the Owner pursuant to Section 671 of the Code.

Home – An Insured's primary place of residence used principally for independent residential living. This could be: (a) a house; (b) a condominium; (c) an apartment; (d) a unit in a congregate care community; or (e) similar residential environment. An Insured's Home does not include a hospital, Nursing Home Facility or Assisted Living Facility.

Immediate Family – Means an Insured's Spouse, and the following relatives of an Insured and an Insured's Spouse: (a) parent; (b) grandparent; (c) child; (d) grandchild; (e) sibling; (f) aunt or uncle; (g) first cousin; (h) nephew or niece. This includes adopted, in-law and step-relatives. For the purposes of this Rider, "Spouse" refers to a legal spouse as defined for federal tax purposes.

Insured – The person or persons named as an Insured on the Contract Data Page for this Rider as of the Issue Date of this Rider.

Lapse – The termination of this Rider due to non-payment of Rider Charges during the Accumulation Period of the Contract, and prior to the end of the Accelerated Benefit Period.

Licensed Health Care Practitioner – Any of the following who is not a member of an Insured's Immediate Family:

1. A physician as defined in Section 1861(r)(1) of the Social Security Act;
2. A registered professional Nurse;
3. A licensed social worker; or
4. Any other individual who meets such requirements as may be prescribed by the Secretary of the Treasury.

Long-Term Care Benefits – The benefits payable under this Rider for Qualified Long-Term Care Services as described under Covered Services in the LONG-TERM CARE BENEFIT PROVISIONS section.

Maintenance or Personal Care Services – Any care the primary purpose of which is the provision of needed assistance with any of the disabilities as a result of which an Insured is a Chronically Ill Individual, including protection from threats to health and safety due to Severe Cognitive Impairment.

Medicare – The Health Insurance for the Aged Act, Title XVIII of the Social Security Act.

Maximum Extended Benefits Amount – The maximum amount payable under the Extended Benefits provision. This amount is paid as Monthly Benefit Payments.

Monthly Benefit Payment – The actual amount payable for Qualified Long-Term Care Services under this Rider per Insured for a given month.

Nurse – Someone who is licensed as a Registered Nurse (RN), Licensed Practical Nurse (LPN), or Licensed Vocational Nurse (LVN), and is operating within the scope of that license.

Owner – The person named as owner in the Contract to which this Rider is attached.

Qualified Long-Term Care Services – The necessary diagnostic, preventative, therapeutic, curative, treatment, mitigation, and rehabilitative services, and Maintenance or Personal Care Services, which are: (1) required by a Chronically Ill Individual; and (2) provided pursuant to a written Plan of Care prescribed by a Licensed Health Care Practitioner.

Severe Cognitive Impairment – A loss or deterioration in intellectual capacity or judgment which requires Substantial Supervision to protect an Insured and is measurable by clinical evidence and standardized tests that reliably evaluate: (1) short and long-term memory; (2) orientation as to person (the Insured knows who he or she is), place (the Insured knows where he or she is), and time (the Insured knows day, date, and year); (3) deductive or abstract reasoning; and (4) judgment as it relates to safety awareness.

Spouse – A legal spouse as defined for Federal tax purposes.

Substantial Assistance - Is either:

1. **Hands-on Assistance**, which is the physical assistance of another person without which an Insured would be unable to perform the Activity of Daily Living; or
2. **Standby Assistance**, which is the presence of another person within arm's reach of an Insured that is necessary to prevent, by physical intervention, injury to the Insured while he or she is performing the Activity of Daily Living.

Substantial Supervision – Continual supervision (which may include verbal cueing, prompting, gestures, or other demonstrations) by another nearby person that is necessary to protect the severely cognitively impaired individual from threats to his or her health or safety (such as may result from wandering).

Waiting Period – The period of time that this Rider must be in force before any Long-Term Care Benefits become payable under this Rider. The Waiting Period, if any, is shown on the Contract Data Page for this Rider.

We, Us, Our, Company – Forethought Life Insurance Company.

You or Your – The Owner of the Contract. The Owner is shown on the Contract Data Page.

RIDER SUMMARY

The following paragraphs in this section are a summary of the primary benefits provided by this Rider. Please read and review the entire Rider for Long-Term Care Benefits to fully understand the Long-Term Care Benefits available and all limitations and exclusions.

- This Rider provides for the monthly payment of Long-Term Care Benefits upon an Insured's receipt of Qualified Long-Term Care Services, subject to the applicable Elimination Period and Waiting Period, if any, while he or she is a Chronically Ill Individual. The Maximum Monthly Benefit is generally Your Contract Value at the time Long-Term Care Benefits begin for the claim, divided by the Scheduled Accelerated Benefit Period as shown on the Contract Data Page of this Rider.
- During a period of claim, Monthly Benefit Payments are provided by this Rider up to the Maximum Monthly Benefit for the reimbursement of expenses for Qualified Long-Term Care Services incurred by an Insured. While an Insured is on claim, the Monthly Benefit Payments may continue until the full amount of Your Contract Value and all of the Maximum Extended Benefits Amount has been paid out to the Owner. Monthly Benefit Payments are provided according to the Accelerated Benefits provision and the Extended Benefits provision.
- During a period of claim, Accelerated Benefits are payments of Long-Term Care Benefits to You that reduce Your Contract Value, free of Withdrawal Charges and Market Value Adjustments, during the Accelerated Benefit Period. Your Contract Value could be reduced to zero (0) as a result of the Accelerated Benefits having been fully paid. If an Insured continues to meet the eligibility for Long-Term Care Benefits under this Rider, Monthly Benefit Payments will continue to be provided up to the Maximum Monthly Benefit as Extended Benefits. Extended Benefits are payments of Long-Term Care Benefits to You by the Company during the Extended Benefit Period. Long-Term Care Benefits will cease once the Maximum Extended Benefits Amount payable under this Rider has been paid to You.

This Rider is made part of the Contract to which it is attached. Except as stated in this Rider, this Rider is subject to all the terms, provisions and conditions of the Contract.

RIDER CONSIDERATIONS AND PERIOD OF COVERAGE

Consideration – This Rider is issued in consideration of the Application.

Rider Effective Date – This Rider is effective on the Rider Issue Date shown on the Contract Data Page for this Rider.

Insured(s) - If the Owner is a living person, the Insured(s) must be the Owner or the Spouse of the Owner. If the Owner is not a living person, then the Owner must be a Grantor Trust and the Insured(s) must be the grantor or the Spouse of the grantor. If an Insured is not an Owner and is the Spouse of an Owner, then that Insured must be the sole primary Beneficiary. If the Owner is not a living person, an Insured must be the Annuitant or the Spouse of the Annuitant. The Insured(s) cannot be changed.

This Rider provides coverage for the Insured only and is not transferable.

Owner - This Rider can only be attached to a Contract where the Owner is:

1. A living person;
2. Two living persons who are Spouses as defined for federal income tax purposes; or
3. A Grantor Trust.

Rider Charges – While this Rider is in effect, Rider Charges for this Rider will be deducted from the Contract Value. The Rider Charge for any Contract Month will be equal to the Contract Value at the beginning of the Contract Month multiplied by a rate per dollar of Contract Value that is shown on the Contract Data Page for this Rider. The Rider Charge for Long-Term Care Benefits per Dollar of Contract

Value will not be changed while this Rider is in force. The Rider Charges will be waived per the terms of the WAIVER OF RIDER CHARGES BENEFIT section.

During the Rider Charge Cap Period specified on the Contract Data Page, the Rider Charges will be determined so that each ending Contract Month's Contract Value will not decrease, as a result of this charge, below the prior ending Contract Month's Contract Value reduced by that month's Withdrawals, if any.

Rider Termination – This Rider may be terminated within the 30-day period following a Contract Anniversary by a written request from the Owner.

This Rider will remain in force until it terminates on the earliest of:

1. The date the requirements specified for Insured(s) are no longer met;
2. The date the Owner is changed, except where such ownership change (a) results from a divorce settlement and after the change the sole Owner is the Insured, or (b) results from a death of one of the joint Owners and after such death the surviving Spouse becomes the sole Owner of the Contract;
3. The date the Contract is surrendered;
4. The date of death of the last surviving Insured;
5. The date the Owner requests to terminate this Rider;
6. The Annuity Date selected by the Owner, if elected prior to the Maturity Date;
7. The Maturity Date, except as provided for under the BENEFITS AFTER MATURITY DATE section; or
8. The date maximum Long-Term Care Benefits available under this Rider have been paid.

Upon termination of this Rider, Rider Charges will no longer be assessed, and no further Long-Term Care Benefits will be paid except as provided under the Extended Coverage When Rider Terminates While Confined provision.

Extended Coverage When Rider Terminates While Confined - If this Rider terminates due to Lapse while an Insured is confined in a Nursing Home Facility or Assisted Living Facility, that Insured will continue to be eligible for Long-Term Care Benefits until the earliest of:

1. The date that Insured's continuous confinement in such a facility ceases;
2. The date Long-Term Care Benefits under this Rider are reduced to zero; or
3. The date that Insured ceases to meet the requirements provided in the ELIGIBILITY AND CONDITIONS FOR BENEFITS section.

Payment of Long-Term Care Benefits under this provision is subject to the Waiting Period, if any, and any applicable Elimination Period and all other applicable provisions of this Rider and the Contract. Each such benefit payment under this provision will reduce the Contract Value.

LONG-TERM CARE BENEFIT PROVISIONS

COVERED SERVICES

Long-Term Care Benefits are payable under this Rider for Home Health Care Services, Nursing Home Facility Services, Assisted Living Facility Services, Respite Care Services, and Bed Reservation Services. Coverage for these services will be subject to the Waiting Period, if any, and any applicable Elimination Period for the particular Covered Service as shown in the Contract Data Page for this Rider.

HOME HEALTH CARE SERVICES BENEFIT

We will pay for expenses an Insured incurs for the following Covered Services to the extent that they are Qualified Long-Term Care Services: Home Care Services, Adult Day Care Services, Nurse and Therapist Services, Home Health Aide and Personal Care Services, Homemaker Services, Chore Services, and Hospice Care.

These services must be:

1. Provided in the Insured's Home, unless they are Adult Day Care Services or Hospice Care;
2. Necessary to enable the Insured to continue to stay safely at Home, unless the services are in a facility providing Hospice Care;
3. Necessary because the Insured alone is not able to perform the supported functions due to the Insured being a Chronically Ill Individual;
4. Consistent with the needs addressed in the Insured's Plan of Care; and
5. Provided in the United States, and its territories and possessions.

Providers of these services do not need to be affiliated with a home health care agency.

This Home Health Care Services benefit will not be payable at the same time as any Long-Term Care Benefits for confinement in a Nursing Home Facility, or Assisted Living Facility.

Home Care Services – These services consist of skilled nursing or other professional services in the residence of an Insured, including, but not limited to: (1) part-time and intermittent skilled nursing services; (2) home health aide services; (3) physical therapy; (4) occupational therapy; (5) speech therapy and audiology services; and (6) medical social services by a social worker.

Home Care Services can be provided by, but are not limited to a home health agency or an independent home health care provider. Such agency or provider must be licensed or certified to operate as such an agency or provider in the state in which the services are provided.

Adult Day Care Services – These services provide Adult Day Care, for only part of the day, in an Adult Day Care Facility. Adult Day Care is a program of social and health related services for six or more individuals during the day in a community setting for the purpose of supporting frail, impaired, elderly or other disabled adults who can benefit from care in a group setting outside of the Home.

The Adult Day Care Facility must be licensed, registered or certified to provide a planned program of Adult Day Care Services by the state in which it operates. If the state does not license, register or certify such facilities, then the facility must be operated pursuant to law and meet all of the following standards:

1. It provides Adult Day Care Services in a protective setting and under appropriate supervision, including personal, social, and related supportive services that are designed to meet the needs of functionally or cognitively impaired adults through an individualized service plan;

2. It operates on less than a 24 hour basis;
3. It keeps written record of services for each person; and
4. It has established procedures for obtaining appropriate aid in the event of a medical emergency.

Chore Services – These services provide assistance with the following light work activities: (1) minor household repairs related to an Insured's safety at Home, such as to handrails and safety rails, stairs, or floors; (2) taking out the garbage; and (3) simple cleaning tasks to remove unsafe debris or dirt in an Insured's Home. Chore Services do not include any type of residential upkeep, construction renovation or routine home preservation, such as painting, lawn or yard care, snow removal, vehicle or equipment maintenance, or similar tasks.

Home Health Aide and Personal Care Services – These services provide assistance with simple health care tasks, personal hygiene, managing medications, or in performing Activities of Daily Living and supervision an Insured needs when he or she has Severe Cognitive Impairment.

Homemaker Services – These services provide assistance with one or more of the following tasks: (1) meal planning and preparation; (2) doing laundry; and (3) doing light house cleaning such as: (a) vacuuming; (b) dry mopping; (c) dishwashing; (d) cleaning the kitchen or bath; and (e) changing soiled bedding.

Hospice Care Services – These services are designed to provide palliative care to an Insured, or to alleviate an Insured's physical, emotional and spiritual discomforts because the Insured has been diagnosed with a terminal disease with a life expectancy of twelve months or less to live. Hospice Care Services can be provided in an Insured's Home or a separate facility that is licensed or certified to provide Hospice Care by the state in which it is located. Coverage includes room and board provided in such a facility. Hospice Care does not include coverage for prescription drugs.

Nurse and Therapist Services – These services are provided in an Insured's Home by a Nurse or a licensed physical, occupational, respiratory, or speech therapist.

ASSISTED LIVING FACILITY SERVICES BENEFIT

We will pay for expenses an Insured incurs for Qualified Long-Term Care Services (including room and board, but not prescription drugs) provided by an Assisted Living Facility while the Insured is confined there as a resident inpatient. The expenses must be consistent with the level of charges normally made for other resident inpatients receiving similar care in that facility.

The Assisted Living Facility must be engaged primarily in providing ongoing care and related services to inpatients in one location and meets one of the following criteria:

1. It is licensed or accredited by the appropriate agency to provide such care, if such licensing or accreditation is required by the state in which the care is received; or
2. If licensing is not required, it is not a listed facility under Excluded Places, and meets all of the following:
 - a. It has accommodations for at least ten residents;
 - b. It provides services 24 hours a day, every day of the year;
 - c. It maintains records for all care and services provided to each resident;
 - d. It has an awake employee on duty in the facility who is trained and ready to provide its resident inpatients with scheduled and unscheduled care and services sufficient to

support needs resulting from inability to perform Activities of Daily Living or Severe Cognitive Impairment;

- e. It has an awake employee who is aware of the whereabouts of the resident inpatients;
- f. It provides, at a minimum, assistance with Bathing and Dressing;
- g. It provides three meals a day and accommodates special dietary needs;
- h. It has written formal procedures, including an agreement with a physician or Nurse, for the furnishing of medical care and services in case of an emergency; and
- i. It has the appropriate methods and procedures to provide necessary assistance to residents in managing prescribed medications.

Excluded Places: An Assisted Living Facility is NOT any of the following:

1. A clinic or hospital;
2. A sub-acute care or rehabilitation hospital or unit;
3. A place that operates primarily for the treatment of alcoholism, drug addiction, or mental illness;
4. A Nursing Home Facility;
5. An Insured's Home or place of residence used principally for independent residential living including, but not limited to, hotels, motels, retirement homes, boarding homes and adult foster care facilities; or
6. Any facility that is located outside of the United States, its territories and possessions.

If a facility has multiple licenses, certifications, purposes, or locations; a separate portion, ward, wing, unit or location thereof can qualify as an Assisted Living Facility only if it is engaged primarily in providing care that satisfies this Rider's definition of an Assisted Living Facility.

RESPITE CARE SERVICES BENEFIT

This Long-Term Care Benefit provides for short-term care that is provided to an Insured in order to relieve the person who normally provides the Insured with unpaid informal care in the Insured's Home. An Insured's Plan of Care must state:

1. The name of the unpaid caregiver for whom respite is being provided;
2. The period of respite; and
3. The Qualified Long-Term Care Services an Insured will require to replace that care normally provided by the unpaid caregiver.

When an Insured receives Respite Care Services, We will pay the following benefits:

1. The Home Health Care Services;
2. The Nursing Home Facility Services;
3. The Assisted Living Facility Services; and
4. The Bed Reservation Services.

Respite Care Services will be covered up to 30 days per Contract Year.

Respite Care Services can be received in an Insured's Home, or during a temporary stay in a Nursing Home Facility or Assisted Living Facility. It must be provided in the United States, and its territories and possessions.

This benefit is not subject to, and does not satisfy, any Elimination Period. This benefit will not be payable at the same time as any other Long-Term Care Benefit payment.

NURSING HOME FACILITY SERVICES BENEFIT

We will pay for expenses an Insured incurs for Qualified Long-Term Care Services (including room and board, but not prescription drugs) provided by a Nursing Home Facility while an Insured is confined there as a resident inpatient. The expenses must be consistent with the level of charges normally made for other resident inpatients receiving similar care in that facility.

For these Long-Term Care Benefits to be payable, services must be provided in a Nursing Home Facility that:

1. Operates under the authority granted by a license issued by the federal government or the state in which it is located;
2. Is engaged primarily in providing continual 24 hours-a-day, every day nursing care to all of its residents or inpatients in accordance with the authority granted by a license issued by the federal government or the state in which it is located;
3. Provides nursing care performed by or under the direct supervision of a Registered Nurse (RN) or a physician;
4. Has a Registered Nurse or physician on duty or on call in the facility at all times; and
5. Maintains records for all care and services provided to each resident.

If a facility has multiple licenses or purposes, a separate portion, ward, wing or unit thereof can qualify as a Nursing Home Facility only if that portion, ward, wing or unit is engaged primarily in providing such nursing care in accordance with the authority granted by its license.

Excluded Places: The definition of a Nursing Home Facility does NOT include any of the following:

1. A clinic or hospital;
2. A sub-acute care or rehabilitation hospital or unit;
3. A place that operates primarily for the treatment of alcoholism, drug addiction, or mental illness;
4. An Assisted Living Facility;
5. An Insured's Home or place of residence used principally for independent residential living including, but not limited to, hotels, motels, retirement homes, boarding homes and adult foster care facilities;
6. An adult residence establishment or environment which is similar to this Rider's definition of a Nursing Home Facility; or
7. Any facility that is located outside of the United States, and its territories and possessions.

BED RESERVATION SERVICES BENEFIT

This Long-Term Care Benefit provides for a reservation to hold a person's bed in a facility during a temporary absence so that the person may return to the facility. Under this benefit, We will continue to pay benefits for Qualified Long-Term Care Services under the Nursing Home Facility Services and the Assisted Living Facility Services benefits while an Insured is a Chronically Ill Individual and:

1. Is temporarily absent during a stay in a Nursing Home Facility or Assisted Living Facility; and
2. Is charged to reserve the Insured's accommodations in that facility.

The temporary absence can be for any reason. This includes, but is not limited to, a hospital stay or when an Insured spends holidays or other time with his or her family

Bed Reservation Services will be covered up to 30 days per Contract Year.

BENEFIT PAYMENTS

Maximum Monthly Benefit -

At the time of the first Monthly Benefit Payment made under this Rider, the Maximum Monthly Benefit will be:

1. The Contract Value at the time this Rider's Long-Term Care benefits begin for the initial claim; divided by
2. The Scheduled Accelerated Benefit Period that is shown on the Contract Data Page for this Rider.

After the first Monthly Benefit Payment is made under this Rider, the Maximum Monthly Benefit will be recalculated:

1. At the time of any Withdrawal from the Contract; and
2. At the start of any New Claim.

After a Withdrawal is made from the Contract the Maximum Monthly Benefit is changed on a pro rata basis as follows:

The Maximum Monthly Benefit is reduced by:

1. The Maximum Monthly Benefit just prior to the Withdrawal, multiplied by
2. The Withdrawal Amount resulting from the Withdrawal, divided by
3. The Contract Value just prior to the Withdrawal

Monthly Benefit Payments and deductions for Rider Charges are not Withdrawals for purposes of this Rider.

The Maximum Monthly Benefit at the start of any New Claim occurring after the end of the first period of claim for Long-Term Care Benefits under this Rider will be the greater of:

1. The Contract Value at the time the Long-Term Care Benefits begin for the New Claim, divided by the Scheduled Accelerated Benefit Period, shown on the Contract Data Page of this Rider, or
2. The Maximum Monthly Benefit last determined.

At any time the Maximum Monthly Benefit is recalculated, the Maximum Extended Benefits Amount is recalculated as the new Maximum Monthly Benefit multiplied by the Scheduled Extended Benefit Period shown on the Contract Data Page.

Monthly Benefit Payments – If an Insured continually meets the eligibility and conditions for payment as provided under the ELIGIBILITY AND CONDITIONS FOR BENEFITS section, Monthly Benefit Payment amounts will be paid under this Rider subject to the applicable Elimination Period shown on the Contract Data Pages for this Rider. Long-Term Care Benefit payments made under this Rider are not subject to Withdrawal Charges or Market Value Adjustments.

The actual Monthly Benefit Payment in any month will be an amount equal to:

1. The Maximum Monthly Benefit; multiplied by
2. The number of full or partial days of Qualified Long-Term Care Services received by the Insured in the month; divided by
3. The number of days in the month.

One day of receipt of Qualified Long-Term Care Services is counted as a day in which Qualified Long-Term Care Services are received, regardless of whether such services are received for a full day or for a partial day.

In no event will the Monthly Benefit Payment per Insured exceed the actual expenses incurred by that Insured for Qualified Long-Term Care Services.

Upon payment of the Monthly Benefit Payment, the Contract Value during the Accelerated Benefit Period will be reduced by that amount.

The Contract's Minimum Contract Value After Withdrawal requirement will not apply when this Rider is in effect under the Contract.

The Monthly Benefit Payment amount may be reduced upon Your request.

Elimination Period– An Elimination Period, if any, is specified for each type of Covered Service on the Contract Data Page. The Elimination Periods for all types of Covered Services start when an Insured begins receiving any Qualified Long-Term Care Services other than Respite Care Services and ends when the Insured has been a Chronically Ill Individual for the number of days of service indicated in the Elimination Period for the specified type of Covered Service. Days without any Covered Service do not count toward satisfaction of an Elimination Period. A full or partial day of Qualified Long-Term Care Service is counted as a day of service. Each Insured must satisfy the Elimination Period for the specified type of Covered Service before Long-Term Care Benefits under this Rider are paid for Qualified Long-Term Care Services for that type of Covered Service incurred by that Insured. The Elimination Period for each type of Covered Service may be completed consecutively or intermittently, but must be completed within a period of 270 consecutive calendar-days. The Elimination Period for each type of Covered Service needs to be satisfied only once for each Insured during the Insured's lifetime. Any days of service counted for satisfaction of the Elimination Period for a particular Covered Service other than Respite Care Services are also counted for the satisfaction of the Elimination Period for all other Covered Services,

An Elimination Period may begin during the Waiting Period, if any.

Accelerated Benefits – Long-Term Care Benefits payable under this Rider will be paid first under this Accelerated Benefits provision as Accelerated Benefits. Long-Term Care Benefits paid for Qualified Long-Term Care Services covered under this Rider will reduce the Contract Value during the Accelerated Benefit Period. No Withdrawal Charges or Market Value Adjustments will apply to the accelerated amount. Such Long-Term Care Benefits are subject to the Elimination Period provision, ELIGIBILITY AND CONDITIONS FOR BENEFITS section, and all other applicable provisions, terms and conditions of this Rider.

Accelerated Benefits will cease when the Contract Value is reduced to zero.

The actual period over which Accelerated Benefits are payable may exceed the Scheduled Accelerated Benefit Period since interest may be credited on the remaining portion of the Contract Value during a claim. This may also occur if actual Monthly Benefit Payments for Qualified Long-Term Care Services in a month were less than the Maximum Monthly Benefit. Conversely, the actual period over which Accelerated Benefits are payable may be less than the Scheduled Accelerated Benefit Period if joint coverage is elected and both Insureds receive Long-Term Care Benefits under this Rider at the same time. The Scheduled Accelerated Benefit Period is shown on the Contract Data Page for this Rider.

Upon each Monthly Benefit Payment, the Contract Value during the Accelerated Benefit Period will be reduced by the amount of the payment.

Extended Benefits - When Accelerated Benefits have been exhausted, Long-Term Care Benefits will continue to be paid under this Extended Benefits provision. Such benefits are subject to the ELIGIBILITY AND CONDITIONS FOR BENEFITS section, and all other applicable provisions, terms and conditions of this Rider.

The Maximum Extended Benefits Amount payable over the Extended Benefit Period is the Maximum Monthly Benefit at the start of the Extended Benefit Period multiplied by the Scheduled Extended Benefit Period shown on the Contract Data Page. Extended Benefits will cease when the full Maximum Extended Benefits Amount has been paid during the Extended Benefit Period, or until recovery if earlier.

The actual period over which Extended Benefits are payable may exceed the Scheduled Extended Benefit Period if actual Monthly Benefit Payments for Qualified Long-Term Care Services in a month were less than the Maximum Monthly Benefit. Conversely, the actual period over which Extended Benefits are payable may be less than the Scheduled Extended Benefit Period if joint coverage is elected and both Insureds receive Long-Term Care Benefits under this Rider at the same time. The Scheduled Extended Benefit Period is shown on the Contract Data Page for this Rider.

Recovery of Insured – Long-Term Care Benefit payments under this Rider for an Insured will cease when that Insured has recovered from being a Chronically Ill Individual. If cumulative Long-Term Care Benefits provided under this Rider at time of the recovery are less than maximum Long-Term Care Benefits defined for this Rider, this Rider will remain in force.

If an Insured becomes a Chronically Ill Individual again and meets the requirements of the ELIGIBILITY AND CONDITIONS FOR BENEFITS section of this Rider, Monthly Benefit Payments under this Rider will resume. It is necessary to satisfy an applicable Elimination Period only once, for each Insured, in that Insured's lifetime.

WAIVER OF RIDER CHARGES BENEFIT

If, after the Waiting Period, if any, and any applicable Elimination Period is satisfied for a Covered Service, We will waive all charges for this Rider when Long-Term Care Benefits are payable for that Covered Service under the following benefits:

1. The Home Health Care Services;
2. The Assisted Living Facility Services;
3. The Nursing Home Facility Services; or
4. The Bed Reservation Services.

This waiver will begin with the first Rider Charge to be made following the date such benefits are first paid by Us. This waiver will stop when an Insured is no longer receiving Covered Services for which benefits are payable under any of the benefits listed under Covered Services. When this waiver ceases, Rider Charges will resume as otherwise scheduled.

ELIGIBILITY AND CONDITIONS FOR BENEFITS

ELIGIBILITY FOR THE PAYMENT OF BENEFITS - For Long-Term Care Benefits to be payable under this Rider, the following eligibility and conditions for payment requirements must be met:

1. An Insured must be a Chronically Ill Individual;
2. We must receive a Current Eligibility Certification for this Insured. The Current Eligibility Certification is the written certification of a Licensed Health Care Practitioner acceptable to Us, made within the preceding 12-month period, that the Insured meets the requirements for being a Chronically Ill Individual.;
3. We must receive ongoing proof which demonstrates that the Qualified Long-Term Care Services this Insured receives are needed due to his or her continually being a Chronically Ill Individual. Such proof must be satisfactory to Us. The proof can be based on information from:
 - a. Care providers;
 - b. Personal physicians; or
 - c. Other Licensed Health Care Practitioners; and
4. We must receive proof that this Insured received or is receiving Qualified Long-Term Care Services and proof of the expenses incurred with respect to any Qualified Long-Term Care Services for which reimbursement is sought under this Rider;
5. The Waiting Period as stated on the Contract Data Page, if any, has elapsed since the Issue Date of this Rider

CONDITIONS FOR PAYMENTS - Benefits for an Insured who is a Chronically Ill Individual will be paid as reimbursement for incurred expenses for Qualified Long-Term Care Services that meet all of the following conditions:

1. An Owner must elect to claim Long-Term Care Benefits under this Rider;
2. The Qualified Long-Term Care Services are provided pursuant to a written Plan of Care prescribed by a Licensed Health Care Practitioner;
3. This Insured is receiving Qualified Long-Term Care Services during the Accelerated Benefit Period or Extended Benefit Period
4. This Insured has not exhausted any limits applicable to the specific Long-Term Care Benefits claimed;
5. This Insured satisfies the applicable Elimination Period; and
6. Except as stated in the Extended Coverage When Rider Terminates While Confined provision in the RIDER CONSIDERATIONS AND PERIOD OF COVERAGE section, the Contract and this Rider must be in force on the date this Insured receives Qualified Long-Term Care Services.

When Rider Benefits Begin – We will begin Monthly Benefit Payments under this Rider when:

1. The ELIGIBILITY AND CONDITIONS FOR BENEFITS section requirements are met; and
2. A claim for Long-Term Care Benefits has been approved by Us.

Plan of Care – As stated above, a Plan of Care for this Insured is required in order for Long-Term Care Benefits to be considered for payment under this Rider. It must be a written, individualized plan for care and support services for the Insured that:

1. Has been developed as a result of an assessment and incorporates applicable information provided by this Insured's personal physician;
2. Has been prescribed by a Licensed Health Care Practitioner;
3. Fairly, accurately and appropriately addresses this Insured's long-term care needs and support service needs; and

4. Specifies the following:
 - a. The type, frequency and duration of all services required to meet those needs;
 - b. The providers appropriate to furnish those services; and
 - c. An estimate of the cost of such services.

We reserve the right to discuss the Plan of Care with the Licensed Health Care Practitioner. We may also verify that the Plan of Care is appropriate and consistent with generally accepted standards of care for a Chronically Ill Individual. The Plan of Care is to be updated to reflect changes in the applicable Insured's functional or cognitive abilities, social situation, and care services needs. We must receive a copy of the Plan of Care upon its completion and each time it is updated. We reserve the right to request periodic updates not more frequently than once every 30 days. No more than one Plan of Care may be in effect at a time.

No Long-Term Care Benefits are payable under this Rider for the development of a Plan of Care for an Insured. The Owner, at his or her own expense, is responsible for obtaining a Plan of Care for an Insured.

Once We determine that an Insured is eligible for Long-Term Care Benefits, this Insured's eligibility for such benefits will continue for as long as:

1. This Insured continues to be a Chronically Ill Individual and continues to receive Qualified Long-Term Care Services; and
2. Cumulative Long-Term Care Benefit payments made under this Rider are less than the Long-Term Care Benefit maximums provided by this Rider; and
3. This Rider and the Contract remain in force.

We reserve the right to perform periodic reassessments of an Insured's eligibility, but such reassessments will not be more than once every 60 days. The Plan of Care must be renewed at least once every 12 months.

BENEFITS AFTER MATURITY DATE

This Rider will terminate on the Maturity Date, as stated on the Contract Data Page, except 1) when an Annuity Option is elected on the Maturity Date; or 2) when the Contract Value is 0 (zero) and there is Extended Benefits coverage in effect. If all the requirements of this section are met on such an Annuity Date, Extended Benefits for Qualified Long-Term Care Services under this Rider will be paid-up coverage after the Annuity Date.

Long-Term Care Benefits payable after such an Annuity Date will be subject to the ELIGIBILITY AND CONDITIONS FOR BENEFITS section, and Recovery of Insured provision in the LONG-TERM CARE BENEFIT PROVISIONS section of this Rider. After such an Annuity Date, no Monthly Benefit Payments will be payable during the remaining Scheduled Accelerated Benefit Period, the length of which is determined immediately prior to the Annuity Date and described below. After the remaining Scheduled Accelerated Benefit Period, and during the Extended Benefit Period, the Monthly Benefit Payments may be payable as reimbursement for Qualified Long-Term Care Services.

If there has been a claim prior to such an Annuity Date, the Maximum Monthly Benefit will be set equal to the Maximum Monthly Benefit as defined immediately prior to the Annuity Date from the earlier claim. If there has not been a claim prior to such an Annuity Date, the Maximum Monthly Benefit after the Annuity Date will equal the Contract Value that existed on this Annuity Date before the Annuity Option was elected divided by the Scheduled Accelerated Benefit Period. The remaining Scheduled Accelerated Benefit Period on the Annuity Date is then equal to the Contract Value immediately prior to the Annuity Date, divided by the Maximum Monthly Benefit as determined above in this paragraph.

At Our discretion, We may make other options available for the Owner to continue coverage after the Maturity Date.

If an Insured is a Chronically Ill Individual on the Maturity Date shown on the Contract Data Page, the Contract will be continued in the Accumulation Period while this Insured remains a Chronically Ill Individual.

EFFECT OF RIDER CHARGES AND BENEFIT PAYMENTS

When Rider Charges are assessed; or Long-Term Care Benefit payments are made under this Rider, the following benefits provided under the Contract will be affected as indicated.

Effect on Death Benefit – The Death Benefit payable under the Contract will be reduced by the Rider Charges and payments of Accelerated Benefits under this Rider.

Effect on Minimum Guaranteed Contract Withdrawal Value – The Rider Charges for this Rider will reduce the Minimum Guaranteed Contract Withdrawal Value as Rider Charges per the calculations described in the Minimum Guaranteed Contract Withdrawal Value section of the Contract. The Minimum Guaranteed Contract Withdrawal Value will be reduced by the payment of Accelerated Benefits under this Rider.

Effect on Contract Value –The Contract Value under the Contract will be reduced by the amount of Rider Charges and the payment of Accelerated Benefits under this Rider.

EFFECT OF CONTRACT PAYMENTS

Effect of Death Benefit Payments – The death of the last surviving Owner will terminate this Rider, unless an Insured is the sole primary Beneficiary and continues the Contract in the Accumulation Period. Accelerated Benefits under this Rider for Qualified Long-Term Care Services received by an Insured prior to death of the Owner may be paid if the Long-Term Care Benefit payable under this Rider has not been exhausted, until a Beneficiary under the Contract is first paid Death Benefit proceeds after electing one of the Death Benefit options under the Contract. At that time Accelerated Benefits payable under this Rider will be reduced to zero, and no further Long-Term Care Benefits will be paid under this Rider.

Effect of Withdrawals – Withdrawals from the Contract will reduce the Maximum Monthly Benefit under this Rider on a pro rata basis as follows.

- a. If such Withdrawal occurs before Long-Term Care Benefits under this Rider begin, the Contract Value is reduced by the Withdrawal Amount resulting from the Withdrawal and this reduced Contract Value becomes the base on which the Maximum Monthly Benefit is calculated.
- b. If such Withdrawal occurs after Long-Term Care Benefits under this Rider begin, the Contract Value is reduced by the Withdrawal Amount resulting from the Withdrawal, and The Maximum Monthly Benefit is reduced as described in the Maximum Monthly Benefit provision

At any time the Maximum Monthly Benefit is recalculated, the Maximum Extended Benefits Amount is recalculated as the new Maximum Monthly Benefit multiplied by the Scheduled Extended Benefit Period shown on the Contract Data Page.

Monthly Benefit Payments and deductions for Rider Charges are not Withdrawals for purposes of this Rider.

GENERAL EXCLUSIONS AND LIMITATIONS

No payment will be made for any room and board, care, treatment, services, equipment or other items:

1. Provided by a member of an Insured's Immediate Family, unless:
 - a. He or she is a regular employee of the organization that is providing the services; and
 - b. Such organization receives payment for the services; and
 - c. He or she receives no compensation other than the normal compensation for employees in her or his job category;
2. For which no charge is normally made in the absence of insurance;
3. Provided outside of the United States of America, and its territories and possessions;
4. Provided by or in a Veterans Administration or federal government facility, unless required by law;
5. Due to an Insured's alcoholism or addiction to drugs or narcotics; but not addiction that results from the administration of those substances in accordance with the advice and written instructions of a duly licensed physician; or
6. Resulting, directly or indirectly, from:
 - a. War or act of war, whether declared or not; or
 - b. Attempted suicide or an intentionally self-inflicted injury.

CLAIMS PROVISIONS

Notice of Claim – Written notice of claim must be given to Us within thirty 30 days after the occurrence or start of any loss covered under this Rider, or as soon thereafter as is reasonably possible. Notice given by or on behalf of an Insured to Us at Our Home Office address shown on the first page of this Rider, or to any agent authorized by Us, with information sufficient to identify the Insured, will be deemed notice to Us.

If the Owner has designated an irrevocable Beneficiary, such Beneficiary must sign-off on the claim.

New Claim – For the purpose of determining the Maximum Monthly Benefit, a claim is considered a New Claim if:

1. It is the first claim for Covered Services since the Issue Date of this Rider; or
2. It is the first claim for Covered Service after a break of 180 days or more from the date of the most recent Covered Service and while each Insured is in good health.

Claim Forms – Once We receive notice of claim, We will send the claimant the necessary forms for filing proof of loss. If these forms are not given to the claimant within 15 days after We receive the notice, the claimant will be deemed to have complied with the requirements of this Rider as to proof of loss upon submitting, within the time period required under the Proof of Loss provision, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

Proof of Loss – Written proof of loss must be received by Us at Our Home Office within 90 days after such loss. Failure to furnish proof within the time required will not invalidate nor reduce any claim if it was not reasonably possible to give proof within that time, provided such proof is given to Us as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

Time of Payment of Claim – After We receive the proper written proof of loss as described in the Notice of Claim provision, We will pay any Long-Term Care Benefits then due within 30 days.

Payment of Claims – Long-Term Care Benefits under this Rider will be paid to the Owner. If the Owner is a living person, any such benefits unpaid at the Owner's death may be paid to the Owner's estate.

If Long-Term Care Benefits may be paid to the Owner's estate, We may pay a portion of those benefits, up to \$1,000, directly to someone related to the Owner by blood or marriage, who is deemed by Us to be justly entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

We may pay all or a portion of any Long-Term Care Benefits for care or services an Insured receives to the provider of the care or services if so directed by the Owner in writing at the time proofs of loss are filed.

Physical Examinations and Autopsy – We, at Our own expense, will have the right and opportunity to examine an Insured when and as often as We may reasonably require during the pendency of a claim under this Rider. We may also require an autopsy in case of death where it is not forbidden by law.

Evaluation of Claims – We will obtain information about an Insured by working with that Insured, the Owner, and that Insured's personal physician, as appropriate. We will also obtain information from any Licensed Health Care Practitioners, agencies and other care providers that Insured may have consulted.

For the duration of the claim, We must receive ongoing updates to an Insured's Plan of Care and Current Eligibility Certifications.

Appeal Process – We will inform the Owner in writing if a claim, or any part of a claim, is denied. If it is believed that Our decision on a claim is in error, the Owner may appeal, and We will reconsider the claim. To make an appeal, the Owner must send Us a written statement that explains why We should change Our decision. The Owner may authorize someone else to act for him or her in this appeal process.

The written appeal should include the names, addresses and phone numbers of any providers We should contact to learn more about the health of and the care received by an Insured. This would include those physicians, health care professionals and other care providers who treated that Insured, and the facilities from which that Insured received care, treatment, services, equipment or other items.

We will provide the Owner with a written explanation of the reasons for any claim denial and make available all information directly related to that denial within 60 days of the date of any written claims appeal. We will immediately pay any Long-Term Care Benefits due as a result of Our reconsideration.

GENERAL PROVISIONS

Representations – In the absence of fraud, any statement made by an Owner or an Insured will be deemed a representation and not a warranty. Such statement may not be used in defense of a claim, unless it is contained in a signed Application.

Incontestability Period– A misstatement by an Owner or an Insured in any Application for the Contract or this Rider may be used to rescind or cancel this Rider or deny an otherwise valid claim. During the first six months following the Issue Date of this Rider or subsequent reinstatement date of this Rider, We may take such action only if the misstatement was material to the issuance of this Rider. After the first six months, but before the end of the first twenty-four months, We may take such action only if the misstatement was material to both the issuance of this Rider and the claim for which Long-Term Care Benefits are being sought. After this Rider has been in force for twenty-four months from the Issue Date of this Rider or subsequent reinstatement date of this Rider, We can take such action only if We can show that an Owner or an Insured knowingly and intentionally misrepresented relevant facts relating to an Insured's health.

No Long-Term Care Benefits will be paid under this Rider if it is rescinded or canceled.

Pre-Existing Conditions Not Excluded – Except as permitted in the Incontestability Period and Misstatement of Age provisions of this Rider, We will not reduce or deny any claim under this Rider because of sickness or a physical or medical condition that existed before the Issue Date of this Rider.

Misstatement of Age– If an Insured's age is misstated, We will adjust the Rider Charges for this Rider to the amounts that would have applied based on that Insured's correct issue age and benefits selected. If this Rider would not have been issued at the correct issue age, all Rider Charges for this Rider will be credited to the Contract Value of the Contract and this Rider will be rescinded.

Reinstatement – – If this Rider Lapses when the Insured is a Chronically Ill Individual, and reinstatement is requested within five months after the date of the Lapse, then in lieu of submitting evidence of insurability, this Rider may be reinstated by submitting to Us satisfactory proof that this Insured was a Chronically Ill Individual at the time of Rider Lapse. Upon reinstatement, this Rider will provide benefits for Qualified Long-Term Care Services received after the date of the Lapse as if coverage had remained in force and be subject to all terms and conditions of the Contract and this Rider.

Legal Action – No action at law or in equity will be brought to recover on this Rider prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Rider. No such action will be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

Conformity With State Law – If any provision of this Rider which, on the Issue Date of this Rider, is in conflict with the statutes of the state in which the Contract was delivered, the provisions of this Rider will be automatically amended to meet the minimum requirements of such statutes.

Signed for Forethought Life Insurance Company.



President

Optional Inflation Protection Benefit Rider

Home Office: [One Forethought Center
P.O. Box 245
Batesville, IN 47006-0246]

This Rider is added to and made a part of the Contract to which it is attached. This Rider is effective on the Issue Date shown in the Contract Data Page for this Rider. This Rider is subject to all of the terms, conditions and definitions of the Contract and the Rider for Long-Term Care Benefits unless stated otherwise in this Rider. **PLEASE READ THIS RIDER CAREFULLY.**

This Optional Inflation Protection Benefit is provided under this Rider only if:

1. It was elected to be included by the Owner in the Application for this Rider;
2. It is shown as being included on the Contract Data Page for this Rider;
3. A single charge as shown on the Contract Data Page is paid for this Rider; and
4. The Rider for Long-Term Care Benefits is in force under the Contract.

The single charge is paid on the Issue Date for this Rider as shown on the Contract Data Page for this Rider and is deducted from the Contract Value.

The Inflation Protection Rider will terminate when the Rider for Long-Term Care Benefits terminates.

EFFECTIVE DATE

This Rider is effective on the Issue Date shown on the Contract Data Page for this Rider. This Rider cannot be terminated unless the Contract or the Rider for Long-Term Care Benefits is terminated.

INFLATION PROTECTION BENEFIT

The Maximum Monthly Benefit defined in this Rider replaces the corresponding definition in the Rider for Long-Term Care Benefits.

Maximum Monthly Benefit

On the Issue Date, the Maximum Monthly Benefit will be:

1. The Contract Value after any deduction of Rider Charges assessed on the Issue Date; divided by
2. The Scheduled Accelerated Benefit Period that is shown on the Contract Data Page for this Rider.

At each Contract Anniversary Date occurring after the Issue Date, the Maximum Monthly Benefit is equal to the Maximum Monthly Benefit most recently calculated prior to such Contract Anniversary Date, increased by the greater of 5.0% or the Annual Contract Growth Rate.

In addition, the remaining unused Maximum Extended Benefit Amount most recently calculated prior to such Contract Anniversary will be increased by the greater of 5.0% or the Annual Contract Growth Rate.

The Annual Contract Growth Rate is the effective annual rate reflecting interest credited to the Contract Value and charges assessed for riders. Once the Contract Value is exhausted due to Monthly Benefit Payments, the Annual Contract Growth Rate is equal to 0%.

The Maximum Monthly Benefit will be recalculated:

1. At the time of any Withdrawal from the Contract; and
2. At the start of any New Claim.

At the time a Withdrawal is made from the Contract, the Maximum Monthly Benefit is reduced on a pro rata basis to:

1. The Maximum Monthly Benefit immediately prior to the Withdrawal; multiplied by
2. The Contract Value after the Withdrawal; divided by
3. The Contract Value immediately prior to the Withdrawal.

Monthly Benefit Payments and deductions for Rider Charges are not Withdrawals for the purposes of this Rider.

The Maximum Monthly Benefit at the start of any New Claim will be the greater of:

1. The Contract Value at the start of the New Claim, divided by the Scheduled Accelerated Benefit Period shown on the Contract Data Page of this Rider; or
2. The Maximum Monthly Benefit most recently calculated prior to the start of the New Claim.

EFFECT OF THE OPTIONAL NONFORFEITURE BENEFIT RIDER

This Optional Inflation Protection Rider will terminate and the future inflation protection benefit increases provided under this Optional Inflation Protection Benefit Rider will cease if the coverage provided under the Rider for Long-Term Care Benefits is continued under the Nonforfeiture Benefit.

Signed for Forethought Life Insurance Company.



President

Optional Nonforfeiture Benefit Rider

This Rider is added to and made a part of the Contract to which it is attached. This Rider is effective on the Issue Date shown in the Contract Data Page for this Rider. This Rider is subject to all of the terms, conditions and definitions of the Contract and the Rider for Long Term Care Benefits unless stated otherwise in this Rider. **PLEASE READ THIS RIDER CAREFULLY.**

This Optional Nonforfeiture Benefit is only provided under this Rider if:

1. It was elected to be included by the Owner in the Application for this Rider;
2. It is shown as being included in the Contract Data Page for this Rider;
3. A single charge as shown on the Contract Data Page is paid for this Rider; and
4. The Rider for Long-Term Care Benefits has been in force and meets the conditions for Termination under that Rider for a reason other than death of the last surviving Insured, at which point the Rider for Long-Term Care Benefits will be deemed to be in paid-up status.

The single charge for this Rider is deducted from the Contract Value on the Issue Date for this Rider.

NONFORFEITURE BENEFIT

After having been in force for three years, We will provide continuation of Qualified Long-Term Care Services coverage, but on a paid-up basis until the Shortened Benefit Period Pool has been exhausted if the Rider for Long-Term Care Benefits terminates for any reason, except when any one of the following are true:

1. The death of the last surviving Insured has occurred; or
2. The Maturity Date has occurred; or
3. The maximum Long-Term Care benefits available under the Rider for Long-Term Care Benefits have been paid.

Benefits payable upon termination of the Rider for Long-Term Care Benefits will:

1. Be subject to the Maximum Monthly Benefit for the Rider for Long-Term Care Benefits and any optional Inflation Protection Benefit Rider applicable immediately prior to the time of termination; and
2. Be limited to those Qualified Long-Term Care Service benefits that would be payable under the Rider for Long-Term Care Benefits in the same manner as if there had been no termination.

This Nonforfeiture Benefit will be payable:

1. Beginning immediately after the Elimination Period for the applicable Covered Service, if any, is satisfied and the Waiting Period, if any, is satisfied; and
2. In lieu of the benefits provided in the Rider for Long-Term Care Benefits.

SHORTENED BENEFIT PERIOD POOL

The amount of the Shortened Benefit Period Pool will be the greater of:

1. The Maximum Monthly Benefit applicable at the time of termination of the Rider for Long-Term Care Benefits; or
2. The sum of the following:
 - a. all monthly charges paid by the Owner for the Rider for Long-Term Care Benefits;
 - b. the single charge for the Optional Inflation Protection Benefit Rider, if included; and
 - c. the single charge for this Optional Nonforfeiture Benefit Rider.

The amount above will be reduced by the sum of all Extended Benefits previously paid under the Rider for Long-Term Care Benefits.

EFFECT ON THE OPTIONAL INFLATION PROTECTION BENEFIT

If the Optional Inflation Protection Benefit Rider is included under the Contract, its inflation protection benefit increases will stop if long-term care coverage is continued under this Optional Nonforfeiture Benefit Rider.

TERMINATION

Coverage provided by this Optional Nonforfeiture Benefit Rider will end when the Shortened Benefit Period Pool has been paid, or upon death of the last surviving Insured person.

Signed for Forethought Life Insurance Company.



President

SECTION A – Owner, Annuitant and Insured Information (Under Federal Law, we are required to verify your identify)

1. Owner Information

First Name	Initial	Last Name			Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married	
<input type="checkbox"/> Female <input type="checkbox"/> Male	Date of Birth (mm/dd/yyyy)	Age	Social Security Number	Phone Number		
Mailing Address			Residential Address (if different than Mailing Address)			
City		State	Zip Code	Country of Citizenship		
Type of Identification ID#	<input type="checkbox"/> Drivers License	<input type="checkbox"/> Immigration	<input type="checkbox"/> Military	<input type="checkbox"/> Passport	<input type="checkbox"/> Other	Expiration Date: _____ State of Issuance: _____

1b. Joint Owner Information (Must be Spouse of Owner)

First Name	Initial	Last Name			Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married	
<input type="checkbox"/> Female <input type="checkbox"/> Male	Date of Birth (mm/dd/yyyy)	Age	Social Security Number	Phone Number		
Mailing Address			Residential Address (if different than Mailing Address)			
City		State	Zip Code	Country of Citizenship		
Type of Identification ID#	<input type="checkbox"/> Drivers License	<input type="checkbox"/> Immigration	<input type="checkbox"/> Military	<input type="checkbox"/> Passport	<input type="checkbox"/> Other	Expiration Date: _____ State of Issuance: _____

2. Trust Information (Complete only if Contract Owner is a Trust)

Trust Name		Trust Date				
Mailing Address		City	State	Zip		
Social Security or Tax I.D. Number			Telephone Number			
Attach the Certification of Trust & Indemnity Form						

3. Annuitant Information (Complete only if the Owner and Annuitant are different)

First Name	Initial	Last Name			Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married	
<input type="checkbox"/> Female <input type="checkbox"/> Male	Date of Birth (mm/dd/yyyy)	Age	Social Security Number	Phone Number		
Mailing Address			Residential Address (if different than Mailing Address)			
City		State	Zip Code	Country of Citizenship		
Type of Identification ID#	<input type="checkbox"/> Drivers License	<input type="checkbox"/> Immigration	<input type="checkbox"/> Military	<input type="checkbox"/> Passport	<input type="checkbox"/> Other	Expiration Date: _____ State of Issuance: _____

3b. Joint Annuitant Information (Must be Spouse of the Annuitant if Owner is the Trust)

First Name	Initial	Last Name			Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married	
<input type="checkbox"/> Female <input type="checkbox"/> Male	Date of Birth (mm/dd/yyyy)	Age	Social Security Number	Phone Number		
Mailing Address			Residential Address (if different than Mailing Address)			
City		State	Zip Code	Country of Citizenship		
Type of Identification ID#	<input type="checkbox"/> Drivers License	<input type="checkbox"/> Immigration	<input type="checkbox"/> Military	<input type="checkbox"/> Passport	<input type="checkbox"/> Other	Expiration Date: _____ State of Issuance: _____

4. Proposed Insured Information (Must be Owner or Spouse of Owner, or if Owner is a Trust then must be Annuitant or Spouse of Annuitant to select Long Term Care Rider)

First Name	Initial	Last Name		Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married	
<input type="checkbox"/> Female <input type="checkbox"/> Male	Date of Birth (mm/dd/yyyy)	Age	Social Security Number	Phone Number	
Mailing Address			Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship	

4b. Proposed Joint Insured Information (Complete only when applying for Joint Long-Term Care coverage. Joint Insured must be Spouse of Insured)

First Name	Initial	Last Name		Marital Status <input type="checkbox"/> Single <input type="checkbox"/> Married	
<input type="checkbox"/> Female <input type="checkbox"/> Male	Date of Birth (mm/dd/yyyy)	Age	Social Security Number	Phone Number	
Mailing Address			Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship	

SECTION B – Beneficiary Information (Beneficiary proceeds will be split equally if no percentages are provided.)

Primary and Contingent Beneficiary percentage designation(s) must be in whole percentages only and each total 100%. Unless specified otherwise in the Special Instructions and Remarks in this section, upon death of an Owner, the surviving Joint Owner, if any, becomes the Primary Beneficiary and the Primary Beneficiary, listed below, becomes the Contingent Beneficiary.

				%
Full Legal Name of Primary Beneficiary (including Trust)	Relationship to Owner	Date of Birth/Date of Trust	SSN/TIN	Percentage
Primary Beneficiary Address				%
Full Legal Name <input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Relationship to Owner	Date of Birth	SSN/TIN	Percentage
Beneficiary Address				%
Full Legal Name <input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Relationship to Owner	Date of Birth	SSN/TIN	Percentage
Beneficiary Address				%
Full Legal Name <input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Relationship to Owner	Date of Birth	SSN/TIN	Percentage
Beneficiary Address				%

Special Instructions and Remarks

SECTION C – Couples Discount

Does the Proposed Insured's spouse have long term care benefits inforce or applied for with Forethought Life Insurance Company? Yes No

If "yes" to the question above, enter spouse information.

Name (First, Middle Initial, Last)	Date of Birth	Policy/Contract Number	Social Security Number
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SECTION D – Contract and Rider Benefit Information

Source of Annuity Deposit: Check Wire 1035 Exchange/Transfer

Payable to: Forethought Life Insurance Company \$ _____

Type of Annuity: Non-Qualified

Guaranteed Rate Period (select one)

(1 Year) (3 Year) (5 Year)

Surrender Charge Period (select one)

(5 Year) (7 Year) (9 Year)

Free Withdrawal Option (select one)

- Accumulated Interest
- 10% Free Withdrawal
- No Free Withdrawal

Other Options (select all that apply)

- Return of Premium
- Market Value Adjustment
- Surrender Charge Waiver
- NA

Rider Selections: Rider for Long-Term Care Benefits

Optional Inflation Protection Benefit Rider (select one)

- 0% I, the Owner, have reviewed the Outline of Coverage. Specifically, I have reviewed plans offering compound and no increases, and I reject the 5% Compound option.
- 5% I, the Owner, choose the 5% Compound option.

Optional Nonforfeiture Rider (select one)

- No I, the Owner, have reviewed the Outline of Coverage and compared the benefits and charges of this contract with and without the Nonforfeiture Option that has been made available and I reject the Nonforfeiture Benefit.
- Yes I, the Owner, choose the Nonforfeiture Benefit.

SECTION E – Protection Against Unintentional Termination or Reduction of Long-Term Care Benefits

THIS SECTION IS TO BE COMPLETED BY THE OWNER. YOU HAVE THE RIGHT TO DESIGNATE A THIRD PARTY TO RECEIVE NOTICE FROM US OF A REQUEST FROM YOU THAT RESULTS IN REDUCTION OR TERMINATION OF THE LONG-TERM CARE BENEFIT.

I understand that I have the right to designate others to receive notice from the Company of a request from me that results in the reduction or termination of long-term care benefits.

- I elect **NOT** to designate another person to receive such notice.
- I designate the following person or entity to receive such notice.

Full Name: _____
 Address: _____
 City, State, Zip: _____
 Telephone Number: _____

To add, remove, or change the person designated, please contact us.

SECTION F – Other Coverage and Replacement Information

The Producer shall comply with any additional state and/or company replacement requirements.

1. Does the proposed Insured have any existing life insurance policies and/or annuity contracts? If "yes," provide details in #7.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Does the proposed Insured intend to replace, end or change any existing life insurance and/or annuity contracts (including those with long term care benefits) with this policy? If "yes," provide details in #7.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Does the proposed Insured currently have a long-term care policy or certificate in force (including health care service contracts or health maintenance organization contracts)? If "yes," provide details in #7.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Has the proposed Insured had a long-term care policy or certificate in force during the last 12 months? If "yes," provide details in #7.	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Does the proposed Insured intend to replace any long-term care, medical or health insurance coverage with this coverage? If "yes," provide details in #7.	<input type="checkbox"/> Yes <input type="checkbox"/> No

6. Producer must list all health insurance, including long-term care policies sold to the proposed Insured which: are still in force; or were purchased in the last five years but are no longer in force.
 If "None," check this box. None

Provide details in #7.

7. Details of Existing or Replacement Policies

Company Name	Policy or Certificate Number	Type of Coverage	Contains a Long Term Care Benefit		Issue Year	To be Replaced by this Coverage?		Is this a 1035 Exchange?	
			Yes	No		Yes	No	Yes	No

8. Is the proposed Insured currently eligible for benefits under or covered by Medicaid (not Medicare)? Yes No

SECTION G – State Required Notices

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.

SECTION H – Telephone Interview Authorization

I, the proposed Insured, understand that I will be talking to a representative of the Company to complete Annuity LTC Application Part 2 to verify my health history and condition(s). The decision to issue the annuity contract and Long-Term Care rider is based on any of my responses obtained during this telephone interview. By signing this application, I agree to respond honestly and complete any interview to the best of my ability and that final authorization may be requested during the telephone interview.

SECTION I – Authorization to Collect and Disclose Information

This Authorization complies with the HIPAA Privacy Act

I, the Proposed Insured, hereby authorize any licensed physician, medical practitioner, hospital, clinic or medically related facility, insurance company, the Medical Information Bureau, consumer reporting agency, pharmacies, pharmacy benefit managers or other organization, employer, institution or person that has any records or knowledge of me or my health (or of additional insured(s)), (if included in the coverage applied for), to give to the Company, or any physical or mental condition, as well as any other non-medical information. A photographic copy of this authorization shall be as valid as the original. The authorization will be valid from the date signed for a period of two and one half years. I know that I have a right to receive a copy of this authorization upon request.

I also hereby authorize the Company to provide its affiliated companies any and all information provided herein and obtained hereafter on me. This authorization shall be valid from the date signed below until affirmatively withdrawn in writing by myself.

SECTION J – Owner Declarations and Signatures

The Owner(s), Annuitant(s) and proposed Insured(s) understand and agree that:

1. The above statements and answers are true, complete and correct to the best of his or her knowledge and belief.
2. The statements made shall form the exclusive basis of any annuity contract issued hereon.
3. Checks must be made payable to Forethought Life Insurance Company, not to the agent.
The cancelled check and Delivery Receipt are my receipt.
4. Only a Forethought Life Insurance Company officer can make, modify, discharge, or waive any of the Company's rights.

In the event of replacement, I(we) understand that the agent must leave the original or a copy of all written or printed communications used for the presentation with me(us).

Owner(s) Initials

I(We) understand and acknowledge that Forethought Life Insurance Company does not offer legal, financial, tax, investment or estate-planning advice and I(we) have had the opportunity to seek such advice from the proper sources before purchasing this contract. I(We) have determined that the purchase of this Single Premium Deferred Annuity is suitable given my(our) particular legal, financial, tax, investment, estate-planning or other goals or circumstances.

Owner(s) Initials

I(We) have received a copy of the Disclosure Statement and understand that any results shown other than the minimum guaranteed contract values are not guarantees, promises or warranties.

Owner(s) Initials

I(We) have received the Outline of Coverage, Things You Should Know Before You Buy Long-Term Care Insurance, Long-Term Care Insurance Personal Worksheet, Replacement Notice (if applicable), and the applicable Shopper's Guide and/or Buyer's Guide.

Owner(s) Initials

I(We) certify that the funds for the purchase of the annuity contract are not derived from the proceeds of a reverse mortgage.

Owner(s) Initials

_____ Owner Signature	_____ Date	_____ Signed At (City, State)
_____ Joint Owner Signature	_____ Date	_____ Signed At (City, State)
_____ Annuitant Signature (If not the Owner)	_____ Date	_____ Signed At (City, State)
_____ Joint Annuitant Signature (If not the Owner)	_____ Date	_____ Signed At (City, State)
_____ Proposed Insured Signature (If not the Owner)	_____ Date	_____ Signed At (City, State)
_____ Proposed Joint Insured Signature (If not the Owner)	_____ Date	_____ Signed At (City, State)

SECTION K – Agent Declarations and Signatures

Agent Name (Print)		Agent Number	
Branch Address	City	State	Zip Code
Business or Institution Name		Business or Institution Phone Number	

I declare that: (a) the application was signed and dated by the Owner(s), and the Insured(s), and the Annuitant(s), if not the Owner(s), after all answers and information were recorded herein; and (b) I have truly and accurately recorded on this form all of the information provided by the Owner(s), and the Insured(s), and the Annuitant(s), if not the Owner(s).

- Yes
 - No
 - Yes
 - No
- To the best of my knowledge, the annuity contract applied for is intended to replace or change existing life insurance policies or annuity contracts. If replacement or change is involved, I have attached the appropriate Replacement Form for the Owner(s) and will return with the application. Did you observe the proposed Insured having any physical or mental impairment with regard to walking or talking? If **yes**, please explain.

Initials

I certify that in states with suitability requirements that apply to this annuity: (a) the requirements have been met; (b) I have completed the suitability section of the appropriate disclosure statement with the applicant(s); (c) a copy of that form has been left with the applicant(s); and (d) a copy of the form is enclosed with this application.

Initials

I certify that I personally met with the Owner(s), reviewed the government issued identification as required and verified to the best of my knowledge and belief, that the information accurately reflects the identity of the Owner(s).

Initials

I certify that the appropriate Disclosure Statement and a *Buyer's Guide to Fixed Deferred Annuities* have been provided to the Applicant(s). I have not made any statements that differ from this material.

Initials

I certify that the source of funds for the purchase of this annuity contract are not derived from the proceeds of a reverse mortgage.

Agent Signature

Date

Signed At (City, State)

FORETHOUGHT LIFE INSURANCE COMPANY HOME OFFICE USE ONLY

Forethought Annuity LTC Application – Part 2 Medical Questionnaire

Proposed Insured

Name (First, Middle Initial, Last)		Date of birth (mm/dd/yyyy)	
Mailing Address		Height	Weight
City	State	Social Security Number	

Proposed Insured Health Questions

<p>1. Are you currently confined to a nursing facility, receiving home health care, using Adult Day Care services, receiving hospice care, residing in an Assisted Living Facility, or in the last 12 months have you used or been medically advised to seek such confinement or care, or are you currently hospitalized or confined to a bed?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>2. Do you require assistance or supervision in performing any of the following activities: bathing, dressing, transferring, eating, toileting, bowel or bladder control, mobility, or taking medications?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>3. Do you use or have you been medically advised to use a walker, multi prong cane, wheelchair, motorized scooter, hospital bed, stair lift, or any medical appliance such as oxygen, respirator, dialysis machine or have a defibrillator implanted?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>4. Have you been medically diagnosed, treated for, advised to have treatment for, been prescribed or taken medication for any of the following?</p> <p>a. Alzheimer's disease, dementia, recurrent memory loss, Organic Brain Syndrome (OBS), mental incapacity or retardation?</p> <p>b. Stroke, Parkinson's disease, paralysis, paraplegia, or quadriplegia?</p> <p>c. Multiple Sclerosis, Muscular Dystrophy, Lou Gehrig's disease (ALS), Cystic Fibrosis, or Huntington's disease?</p> <p>If "Yes" to any of the above questions, please list all medications in number 12. Additional Information.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>5. Have you ever been medically diagnosed as having or been treated for Acquired Immune Deficiency Syndrome (AIDS), or have you ever tested positive for the Human Immunodeficiency Virus (HIV)?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>6. In the last three (3) years have you applied for any long term care policy or long term care rider that was declined or postponed?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>7. In the last 6 months, have you been medically diagnosed as having had a heart attack or aneurysm, had angioplasty, coronary bypass surgery, vascular surgery, or heart valve replacement?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>8. In the last 12 months have you:</p> <p>a. Been medically diagnosed as having or been treated for congestive heart failure or cardiomyopathy?</p> <p>b. Had a seizure or convulsion, multiple falls, or any fall resulting in a fracture?</p> <p>c. Been hospitalized overnight two (2) or more times?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>9. In the last two (2) years have you been:</p> <p>a. Medically diagnosed or received treatment for leukemia, Hodgkins' disease or other lymphoma, cancer of the bone, breast, colon, esophagus, liver, lung, ovary, pancreas, stomach, uterus, or any metastatic cancer?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

- b. Medically advised to have treatment or been treated for alcohol or drug use or dependency? Yes No
- c. Hospitalized for depression, bi-polar disorder or any other psychiatric disorder? Yes No

10. Have you ever been medically diagnosed, treated for, advised to have treatment for, been prescribed or taken medication for:

- a. Cirrhosis of the liver? Yes No
- b. Transient Ischemic Attach (TIA) within the last year, multiple TIA's, or a TIA with a history of heart disease? Yes No
- c. Bi-polar disorder, schizophrenia or other psychosis? Yes No
- d. Chronic kidney failure? Yes No
- e. Diabetes with a history of TIA, heart disease, or carotid artery disease? Yes No
- f. Diabetes currently treated with insulin? Yes No
- g. Rheumatoid arthritis with joint deformity, joint replacement or requiring daily use of narcotic medication? Yes No
- h. Organ transplant other than cornea? Yes No
- i. Multiple myeloma, scleroderma, myasthenia gravis, or systemic lupus? Yes No
- j. Amputation due to disease? Yes No

If "Yes" to any of the above questions, please list all medications in number 12. Additional Information.

- 11. Have you been medically advised to have any surgery, organ transplant, diagnostic test, or medical evaluation that has not yet been completed? Yes No

12. ADDITIONAL INFORMATION:

Proposed Insured Statement and Representations

I agree that no insurance shall be in effect until: (a) a contract has been issued and (b) the premium is paid while my insurability as stated in this application remains unchanged.

I agree that the answers set forth on this Application are true and complete to the best of my knowledge and belief, and my answers are the basis of any insurance issued. All statements made by me shall be deemed to be representations and not warranties.

I agree that this Application will be part of the policy for which I apply and that I will notify the Insurer if any statements or answers given in the Application change prior to delivery of the policy.

I agree that a verbal confirmation may be requested for this Application during a telephone interview, and that my verbal confirmation is as valid as my written signature.

CAUTION: If your answers on this Application are incorrect or untrue, Forethought Life Insurance Company has the right to deny benefits or rescind the contract.

Signature of Proposed Insured

Date

Printed Name of Proposed Insured

Signature of Examiner

Long-Term Care Insurance Outline of Coverage

Home Office: [One Forethought Center
P.O. Box 245
Batesville, IN 47006-0246]

Rider for Long-Term Care Benefits Rider Form Series LTC2000-01

[LONG-TERM BENEFITS WILL NOT BE PROVIDED UNDER THE RIDER UNTIL THE [TWO-YEAR] WAITING PERIOD IS SATISFIED]

Notice to Buyer: This Rider may not cover all of the costs associated with long-term care incurred by you during the period of coverage. You are advised to review carefully all Rider limitations.

Caution: The issuance of this long-term care insurance Rider is based upon Your responses to the questions on Your application. A copy of Your application was retained by You when You applied. If Your answers are incorrect or untrue, the company has the right to deny benefits or rescind Your Rider. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of Your answers are incorrect, contact the company at the address indicated above in this form.

1. This Rider is attached to an individual annuity contract.
2. **PURPOSE OF OUTLINE OF COVERAGE.** This outline of coverage provides a very brief description of the important features of the Rider. You should compare this outline of coverage to outlines of coverage for other policies available to You. This is not an insurance contract, but only a summary of coverage. Only the individual or group policy contains governing contractual provisions. This means that the policy or group policy sets forth in detail the rights and obligations of both You and the insurance company. Therefore, if You purchase this coverage, or any other coverage, it is important that You **READ YOUR POLICY AND THE RIDER CAREFULLY!**
3. **FEDERAL TAX CONSEQUENCES.** This Rider is intended to be a federally tax-qualified long-term care insurance contract under Section 7702B(b) of the Internal Revenue Code of 1986, as amended.

4. **TERMS UNDER WHICH THIS RIDER MAY BE CONTINUED IN FORCE OR DISCONTINUED.**

RENEWABILITY: THIS RIDER IS NONCANCELLABLE. This means that You have the right, subject to the terms of Your Rider, to continue this Rider as long as You allow for the required Rider Charges to be assessed from Your Contract Value. Forethought Life Insurance Company cannot change any of the terms of Your Rider on its own and cannot change the Rider Charge per Dollar of Contract Value.

WAIVER OF RIDER CHARGES BENEFIT: If, after the Waiting Period, if any, and any applicable Elimination Period is satisfied for a Covered Service, We will waive all charges for this Rider when Long-Term Care Benefits are payable for that Covered Service under the following benefits: (1) Home Care Services Benefit; (2) Nursing Home Facility Services Benefit; (3) Assisted Living Facility Services Benefit; or (4) Bed Reservation Services Benefit.

5. **TERMS UNDER WHICH THE COMPANY MAY CHANGE RIDER CHARGE RATES.** The Company does not have a right to change the Rider Charge per Dollar of Contract Value for this rider.
6. **TERMS UNDER WHICH THE POLICY OR CERTIFICATE MAY BE RETURNED AND PREMIUM AND RIDER CHARGES REFUNDED.** If the Owner is not satisfied with this Rider for any reason, the Owner may cancel it within 30 days after the Owner receives it by notifying Us in writing and returning

this Rider to Us. Immediately upon Our receipt of the Owner's cancellation notice request, this Rider will be deemed void from the beginning, and We will credit any deducted Rider Charges or premiums for this Rider to the Contract Value of the Contract.

7. **THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.** If You are eligible for Medicare, review the Medicare Supplement Buyer's Guide available from the insurance company. Neither Forethought Life Insurance Company nor its agents represent Medicare, the federal government or any state government.
8. **LONG-TERM CARE COVERAGE.** Policies of this category are designed to provide coverage for one or more necessary or medically necessary diagnostic, preventive, therapeutic, rehabilitative, maintenance, or personal care services, provided in a setting other than an acute care unit of a hospital, such as in a nursing home, in the community or in the home.

This Rider provides coverage in the form of reimbursement for expenses incurred by the Insured for Covered Services received after satisfaction of the Waiting Period, if any. Payment is subject to any applicable Elimination Period, limitations, and all other terms and conditions of the Annuity Contract and this Rider. IF A WAITING PERIOD HAS TO BE MET BEFORE BENEFITS ARE PAYABLE UNDER THIS RIDER, THIS RIDER WILL NOT COVER EXPENSES INCURRED PRIOR TO THE DATE THE WAITING PERIOD IS SATISFIED.

9. **BENEFITS PROVIDED BY THIS POLICY.** This Rider pays a Monthly Benefit Payment to reimburse the Owner for expenses incurred by the Insured for the following Covered Services while the Insured is a Chronically Ill Individual, subject to the applicable Elimination Period and Waiting Period, if any. When the Insured meets the eligibility and conditions for payment, the Monthly Benefit Payment will be paid.

During a period of claim, the Accelerated Benefit is a payment of Long-Term Care Benefits to You that reduces Your Contract Value, free of Withdrawal Charges and Market Value Adjustments, on the accelerated amount. Your Contract Value could be reduced to zero (0) as a result of the Accelerated Benefit having been fully paid. If an Insured continues to meet the eligibility for Long-Term Care Benefits under this Rider, Monthly Benefit Payments will continue to be provided up to the Maximum Monthly Benefit as the Extended Benefit. The Extended Benefit is payment of Long-Term Care Benefits to You by the Company during the Extended Benefit Period. Long-Term Care Benefits will cease once the Maximum Extended Benefits Amount payable under this Rider has been paid to You.

COVERED SERVICES

Long-Term Care Benefits are payable under this Rider for Home Health Care Services, Nursing Home Facility Services, Assisted Living Facility Services, Respite Care Services, and Bed Reservation Services. Coverage for these services will be subject to the Waiting Period, if any, and any applicable Elimination Period for the particular Covered Service as shown in the Contract Data Page for this Rider.

Home Health Care Services Benefit: We will pay for expenses an Insured incurs for the following Covered Services to the extent that they are Qualified Long-Term Care Services: Home Care Services, Adult Day Care Services, Nurse and Therapist Services, Home Health Aide and Personal Care Services, Homemaker Services, Chore Services, and Hospice Care Services. These services must be: (1) Provided in the Insured's Home, unless they are Adult Day Care Services or Hospice Care Services; (2) Necessary to enable the Insured to continue to stay safely at Home, unless the services are in a facility providing Hospice Care; (3) Necessary because the Insured alone is not able to perform the supported functions due to the Insured being a Chronically Ill Individual; (4) Consistent with the needs addressed in the Insured's Plan of Care; and (5) Provided in the United States, and its territories and possessions. Providers of these services do not need to be affiliated with a home health care agency. This Home Health Care Benefit will not be payable at the same time as any Long-Term Care Benefits for confinement in a Nursing Home Facility, or Assisted Living Facility.

Assisted Living Facility Services Benefit: We will pay for expenses an Insured incurs for Qualified Long-Term Care Services (including room and board, but not prescription drugs) provided by an Assisted Living Facility while the Insured is confined there as a resident inpatient. The expenses must be consistent with the level of charges normally made for other resident inpatients receiving similar care in that facility.

Respite Care Services Benefit: When an Insured receives Respite Care Services, We will pay the following benefits: (1) The Home Health Care Services; (2) The Nursing Home Facility Services; (3) The Assisted Living Facility Services; and (4) The Bed Reservation Services. An Insured's Plan of Care must state: (1) The name of the unpaid caregiver for whom respite is being provided; (2) The period of respite; and (3) The Qualified Long-Term Care Services an Insured will require to replace that care normally provided by the unpaid caregiver. Respite Care Services will be covered up to 30 days per Contract Year. Respite Care Services can be received in an Insured's Home, or during a temporary stay in a Nursing Home Facility or Assisted Living Facility. It must be provided in the United States, and its territories and possessions. This benefit is not subject to, and does not satisfy, any Elimination Period. This benefit will not be payable at the same time as any other Long-Term Care Benefit payment.

Nursing Home Facility Services Benefit: We will pay for expenses an Insured incurs for Qualified Long-Term Care Services (including room and board, but not prescription drugs) provided by a Nursing Home Facility while an Insured is confined there as a resident inpatient. The expenses must be consistent with the level of charges normally made for other resident inpatients receiving similar care in that facility.

Bed Reservation Services Benefit: This Long-Term Care Benefit provides for a reservation to hold a person's bed in a facility during a temporary absence so that the person may return to the facility. Under this benefit, We will continue to pay benefits for Qualified Long-Term Care Services under the Nursing Home Facility Services and the Assisted Living Facility Services benefits while an Insured is a Chronically Ill Individual and: (1) Is temporarily absent during a stay in a Nursing Home Facility or Assisted Living Facility; and (2) Is charged to reserve the Insured's accommodations in that facility. The temporary absence can be for any reason. This includes, but is not limited to, a hospital stay or when an Insured spends holidays or other time with his or her family. Bed Reservation Services will be covered up to 30 days per Contract Year.

LIMITATIONS OR CONDITIONS FOR ELIGIBILITY FOR PAYMENT

Eligibility for the Payment of Benefits - For Long-Term Care Benefits to be payable under this Rider, the following eligibility and conditions for payment requirements must be met:

1. An Insured must be a Chronically Ill Individual;
2. We must receive a Current Eligibility Certification for this Insured. The Current Eligibility Certification is the written certification of a Licensed Health Care Practitioner acceptable to us, made within the preceding 12-month period, that the Insured meets the requirements for being a Chronically Ill Individual.;
3. We must receive ongoing proof which demonstrates that the Qualified Long-Term Care Services this Insured receives are needed due to his or her continually being a Chronically Ill Individual. Such proof must be satisfactory to Us. The proof can be based on information from: (a) Care providers; (b) Personal physicians; or (c) Other Licensed Health Care Practitioners; and
4. We must receive proof that this Insured received or is receiving Qualified Long-Term Care Services and proof of the expenses incurred with respect to any Qualified Long-Term Care Services for which reimbursement is sought under this Rider;
5. The Waiting Period as stated on the Contract Data Page, if any, has elapsed since the Issue Date of this Rider

Conditions For Payments – Benefits will be paid as reimbursement for incurred expenses for Qualified Long-Term Care Services that meet all of the following conditions for an Insured who is a Chronically Ill Individual:

1. An Owner must elect to claim Long-Term Care Benefits under this Rider;
2. The Qualified Long-Term Care Services are provided pursuant to a written Plan of Care prescribed by a Licensed Health Care Practitioner;
3. The Insured is receiving Qualified Long-Term Care Services during the Accelerated Benefit Period or Extended Benefit Period;
4. The Insured has not exhausted any limits applicable to the specific Long-Term Care Benefits claimed;
5. The Insured satisfies the applicable Elimination Period; and
6. Except as stated in the EXTENDED COVERAGE WHEN RIDER TERMINATES WHILE CONFINED provision in the RIDER CONSIDERATIONS AND PERIOD OF COVERAGE section of the Rider, the Contract and this Rider must be in force on the date the Insured receives Qualified Long-Term Care Services.

When Rider Benefits Begin – We will begin Monthly Benefit Payments under this Rider when: (1) The Eligibility and Conditions for Benefits requirements are met; and (2) A claim for Long-Term Care Benefits has been approved by Us.

DEFINITIONS OF TERMS

Activities of Daily Living (ADLs) – The following functions:

1. Bathing: Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
2. Continence: The ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene including caring for catheter or colostomy bag.
3. Dressing: Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
4. Eating: Feeding oneself by getting food into the body from a receptacle (such as a plate, cup, table), or by feeding tube or intravenously.
5. Toileting: Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
6. Transferring: Moving into or out of a bed, chair or wheelchair.

Chronically Ill Individual – A person who has been certified by a Licensed Health Care Practitioner within the preceding 12 months as:

1. Being unable to perform, without Substantial Assistance from another individual, at least two Activities of Daily Living for a period of at least 90 days due to a loss of functional capacity; or
2. Requiring Substantial Supervision to protect the person from threats to health and safety due to Severe Cognitive Impairment.

Elimination Period – The days of care, as specified for each type of Covered Service, that an Insured must be a Chronically Ill Individual and must be receiving any Qualified Long-Term Care Services other than Respite Care Services, before We will pay Long-Term Care Benefits under this Rider for the specified type of Covered Service for that Insured. The Elimination Period, if any, for each type of Covered Service is shown on the Contract Data Page for this Rider.

Qualified Long-Term Care Services – The necessary diagnostic, preventative, therapeutic, curative, treatment, mitigation, and rehabilitative services, and Maintenance or Personal Care Services, which are: (1) required by a Chronically Ill Individual; and (2) provided pursuant to a written Plan of Care prescribed by a Licensed Health Care Practitioner.

Severe Cognitive Impairment – A loss or deterioration in intellectual capacity or judgment which requires Substantial Supervision to protect an Insured and is measurable by clinical evidence and standardized tests that reliably evaluate: (1) short and long-term memory; (2) orientation as to person (the Insured knows who he or she is), place (the Insured knows where he or she is), and time (the Insured knows day, date, and year); (3) deductive or abstract reasoning; and (4) judgment as it relates to safety awareness.

Waiting Period – The period of time that this Rider must be in force before any Long-Term Care Benefits become payable under this Rider. The Waiting Period, if any, is shown on the Contract Data Page for this Rider.

10. LIMITATIONS AND EXCLUSIONS

No payment will be made for any room and board, care, treatment, services, equipment or other items:

1. Provided by a member of an Insured's Immediate Family, unless: (a) He or she is a regular employee of the organization that is providing the services; and (b) Such organization receives payment for the services; and (c) He or she receives no compensation other than the normal compensation for employees in her or his job category;
2. For which no charge is normally made in the absence of insurance;
3. Provided outside of the United States of America, and its territories and possessions;
4. Provided by or in a Veterans Administration or federal government facility, unless required by law;
5. Due to an Insured's alcoholism or addiction to drugs or narcotics; but not addiction that results from the administration of those substances in accordance with the advice and written instructions of a duly licensed physician; or
6. Resulting, directly or indirectly, from: (a) War or act of war, whether declared or not; or (b) Attempted suicide or an intentionally self-inflicted injury.

Noneligible Levels of Care. Coverage is not based on the level of care; but is for care furnished, for a specific covered reason, by or through covered facilities and providers. Care from Immediate Family members is not covered.

THIS POLICY MAY NOT COVER ALL THE EXPENSES ASSOCIATED WITH YOUR LONG-TERM CARE NEEDS.

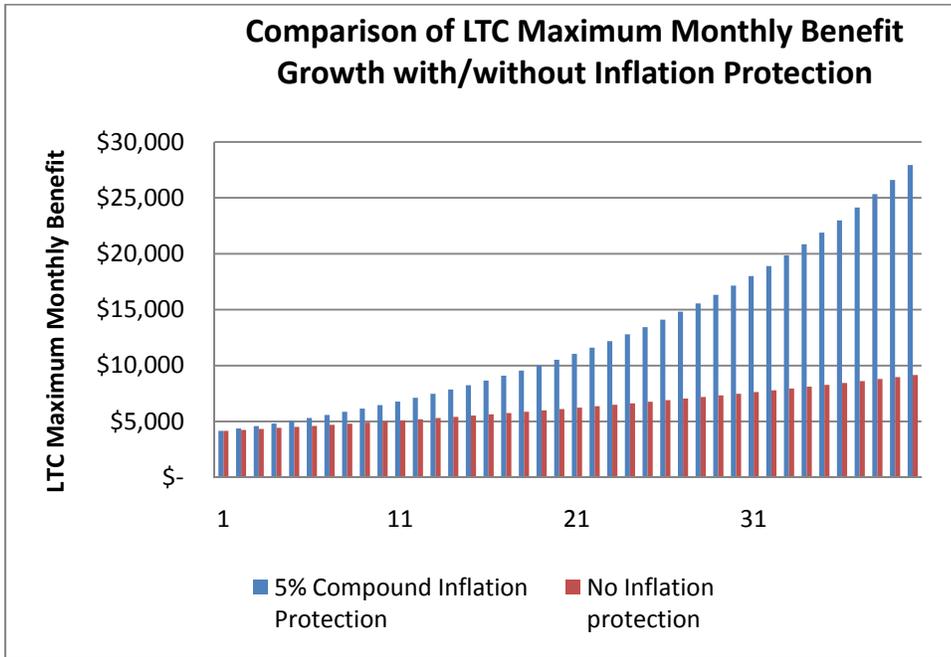
11. **RELATIONSHIP OF COST OF CARE AND BENEFITS.** Because the costs of Long-Term Care Services will likely increase over time, the Owner should consider whether and how the benefits of this plan may be adjusted. The following Optional Inflation Protection Benefit may be selected at the time of application. Guaranteed annual increases in the Maximum Monthly Benefit will be available to pay for expenses incurred on or after the date of the increases and while the Optional Inflation Protection Benefit coverage is in force, assuming no Withdrawals in excess of Monthly Benefit Payments.

With the Optional Inflation Protection Rider, the Maximum Monthly Benefit is generally increased once annually by the greater of: (1) 5.0% of the prior Maximum Monthly Benefit; and (2) the annual rate of Contract Value growth (ignoring Withdrawals) applied to the prior Maximum Monthly Benefit. Maximum Monthly Benefits are reduced at the time of any Withdrawal in the same proportion that the Contract Value is reduced at the time of that Withdrawal. Changes to the Maximum Extended Benefit Amount are calculated in a similar manner. Note that Monthly Benefit Payments and deductions for Rider Charges are not Withdrawals for the purposes of the Optional Inflation Protection Rider.

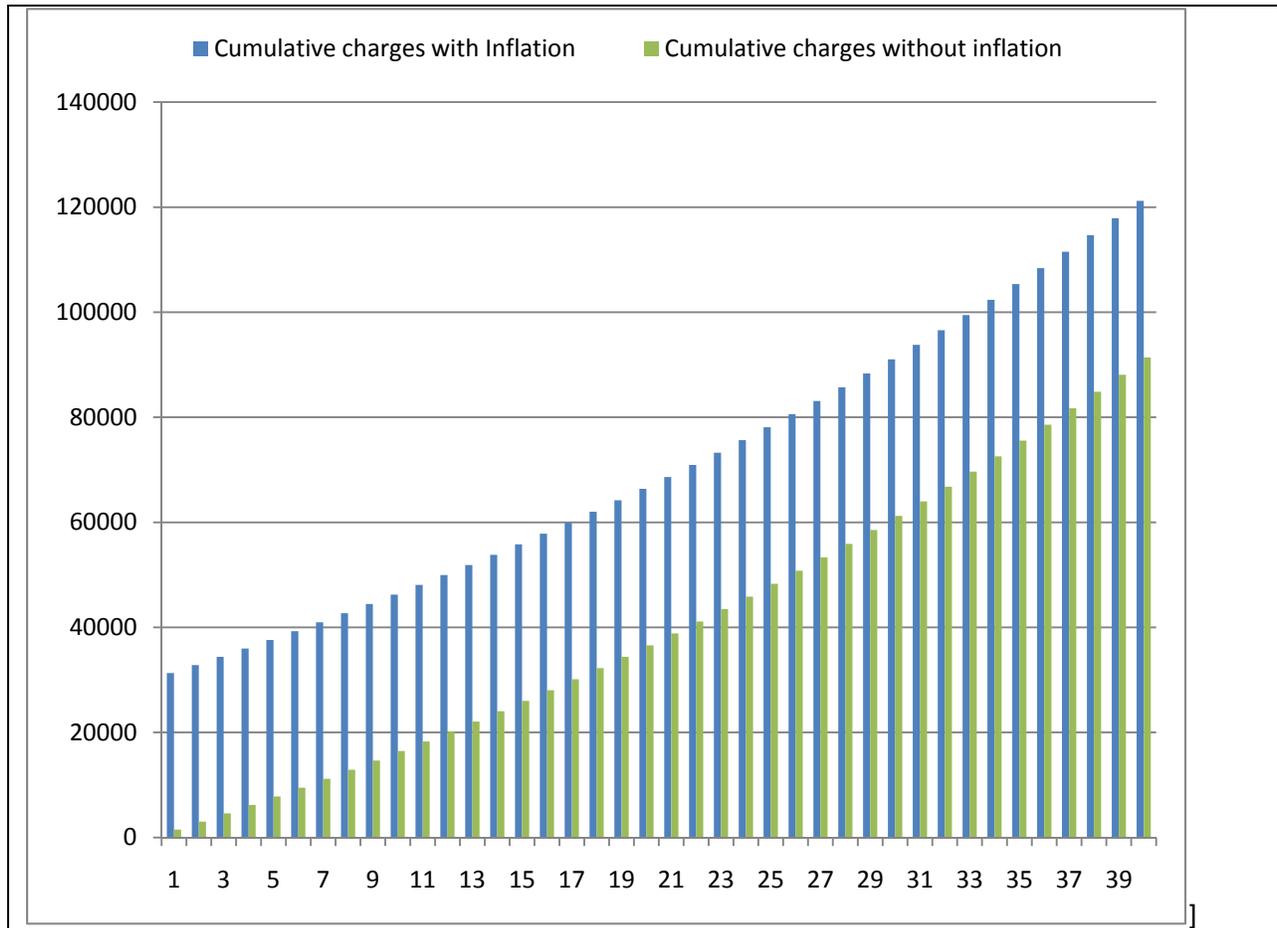
The following is an example of how the Optional Inflation Protection Benefit works:

EXAMPLES Per \$100 of Initial Maximum Monthly Benefit and 5% Compound Inflation Protection (assuming no Withdrawals other than Monthly Benefit Payments)	
	Maximum Monthly Benefit with Inflation Protection
First Year of Rider Coverage	\$100.00
Second Year of Rider Coverage	\$105.00
Third Year of Rider Coverage	\$110.25
Fourth Year of Rider Coverage	\$115.76
Fifth Year of Rider Coverage	\$121.55
Sixth Year of Rider Coverage	\$127.63

The following is a graphic comparison of the long-term care Maximum Monthly Benefit growth levels of a rider that increases benefits over the coverage period with a rider that does not increase benefits.



The following is a graphic comparison of the cumulative long-term care charges of a rider that increases benefits over the coverage period with a rider that does not increase benefits.



12. **ALZHEIMER'S DISEASE AND OTHER ORGANIC BRAIN DISORDERS.** This Rider provides benefits, subject to all provisions of this Rider, for Alzheimer's disease or senile dementia, which are determined by clinical tests that reliably measure and produce clinical evidence.

13. **PREMIUM.** Rider Charges for this Rider will be deducted from the Contract Value of the Annuity Contract each month.

14. **ADDITIONAL FEATURES.**

a. Medical underwriting is used for this Rider.

b. **Optional Nonforfeiture Benefit Rider:** The Optional Nonforfeiture Benefit Rider may be purchased at time of application for the Annuity Contract and the Rider for Long-Term Care Benefits. After the Rider for Long-Term Care Benefits has been in force for three years, We will provide continuation of Qualified Long-Term Care Services coverage for Covered Services, but on a paid-up basis until the Shortened Benefit Period Pool has been exhausted if the Rider for Long-Term Care Benefits terminates for any reason, except when any one of the following are true: (1) The death of the last surviving Insured has occurred; or (2) The Maturity Date has occurred; or (3) The maximum Long-Term Care Benefits available under the Rider for Long-Term Care Benefits have been paid.

Nonforfeiture benefits payable upon termination of the Rider for Long-Term Care Benefits will: (1) Be subject to the Maximum Monthly Benefit for the Rider for Long-Term Care Benefits and any optional Inflation Protection Benefit applicable immediately prior to the time of termination; and (2) Be limited to those Qualified Long-Term Care Service benefits that would be payable under the Rider for Long-Term Care Benefits in the same manner as if there had been no termination.

The amount of the Shortened Benefit Period Pool will be the greater of: (1) The Maximum Monthly Benefit applicable at the time of termination of the Rider for Long-Term Care Benefits; or (2) The sum of the following: (a) all monthly charges paid by the Owner for the Rider for Long-Term Care Benefits; (b) the single charge for the Optional Inflation Protection Benefit Rider, if included; and (c) the single charge for this Optional Nonforfeiture Benefit Rider. This amount will be reduced by the sum of all Extended Benefits previously paid under the Rider for Long-Term Care Benefits.

15. **CONTACT THE STATE SENIOR HEALTH INSURANCE ASSISTANCE PROGRAM IF YOU HAVE GENERAL QUESTIONS REGARDING LONG-TERM CARE INSURANCE. CONTACT FORETHOUGHT LIFE INSURANCE COMPANY IF YOU HAVE SPECIFIC QUESTIONS REGARDING YOUR RIDER FOR LONG-TERM CARE BENEFITS.**

Forethought Life Insurance Company

Home Office: [One Forethought Center
P.O. Box 245
Batesville, IN 47006-0246]

LONG-TERM CARE INSURANCE PERSONAL WORKSHEET

People buy long-term care insurance for many reasons. Some don't want to use their own assets to pay for long-term care. Some buy insurance to make sure they can choose the type of care they get. Others don't want their family to have to pay for care or don't want to go on Medicaid. But long-term care insurance may be expensive, and may not be right for everyone.

By state law, the insurance company must fill out part of the information on this worksheet and ask you to fill out the rest to help you and the company decide if you should buy this policy.

Section 1: Rate Information

Rider for Long-Term Care Benefits, Form Number Series: LTC2000-01
[Optional Inflation Protection Benefit Rider, Form Number Series: LTC2001-01]
[Optional Nonforfeiture Benefit Rider, Form Number Series: LTC2002-01]

The above listed Rider(s) will be issued under Annuity Contract Form Number: FA1101SPDA-01

The charge for the Rider for Long-Term Care Benefits is [\$0.0003] per dollar of Contract Value per month. *(This rider charge does not include any charges for the base annuity contract to which this rider will be attached.)*

[The single charge at issue for the Optional Inflation Protection Benefit Rider is [\$12,000].

[The single charge at issue for the Optional Nonforfeiture Benefit Rider is [\$10,000].

Type of Long-Term Care Rider: Noncancellable

The Company's Right to Increase Premiums: The company cannot raise your charges per dollar of Contract Value for the Rider(s).

Rate Increase History: The company has never sold any long-term care insurance prior to form number LTC2000-01.

Section 2: Questions Related to Your Income

What is your annual income? (check one):

Under \$25,000 \$25,000–\$50,000 \$50,000–\$75,000 \$75,000–\$100,000 Over \$100,000

How do you expect your income to change in the next 10 years? (check one):

No change Increase Decrease

A rule of thumb is that you may not be able to afford this rider if the Rider Charge will be more than 7% of your income.

Will you buy inflation protection? (check one): Yes No

If not, have you considered how you will pay for the difference between future costs and your daily benefit amount?

- From my Income
- From my Savings/Investments
- My Family will Pay
- The internal growth of my contract, to which the rider is applicable

The national average annual cost of long-term care in 2008 averaged \$76,285, but this figure varies across the country. In ten years, the national average annual cost would be about \$124,260 if costs increase 5% annually.

The elimination period under the Rider, when applicable, is 90 Days. This means that approximately \$18,810 for that period of care could be incurred before benefits start.

How are you planning to pay for your care during the elimination period? (check one)

- From my Income
- From my Savings/Investments
- My Family will Pay

Section 3: Questions Related to Your Savings and Investments

Not counting your home, about how much are all of your assets worth (your savings and investments)? (check one): Under \$20,000 \$20,000–\$30,000 \$30,000–\$50,000 Over \$50,000

How do you expect your assets to change over the next 10 years? (check one):

- Stay about the same
- Increase
- Decrease

If you are buying this rider primarily to protect your assets and your assets are less than \$30,000, you may wish to consider other options for financing your long-term care.

Disclosure Statement

Check one:

- The answers to the preceding questions in Sections 2 and 3 accurately describe my financial situation.

- I choose not to complete the information in Sections 2 and 3 of this form.

Check the box below:

- I acknowledge that the company and/or its agent (below) has reviewed this form with me, including the rates for this rider. I understand the above disclosures.

Applicant's Signature (Prospective Owner) Printed Name Date

- I explained to the applicant the importance of completing this information.

Agent's Signature Printed Name Date

My agent has advised me that this rider does not seem to be suitable for me. However, I still want the company to consider my application.

Applicant's Signature (Prospective Owner) Date

The company may contact you to verify your answers.

CONTRACT DATA PAGE

Rider Benefit Information for:

RIDER FOR LONG-TERM CARE BENEFITS
[OPTIONAL INFLATION PROTECTION BENEFIT RIDER]
[OPTIONAL NONFORFEITURE BENEFIT RIDER]

RIDER RATE CLASSIFICATION: [Premier, Single life, Single Purchase]

CONTRACT NUMBER: [123456789]

RIDER ISSUE DATE: [January 1, 2011]

INSURED [PERSON]: [John Doe]

AGE OF INSURED [PERSON]: [50]

ANNUITY DEPOSIT: [\$179,500.00]

RIDER FOR LONG-TERM CARE BENEFITS

WAITING PERIOD [None]

The Waiting Period shown must be satisfied for an Insured before Long-Term Care Benefits become payable under this Rider for that Insured

ELIMINATION PERIOD FOR HOME HEALTH CARE SERVICES BENEFIT: [None]

ELIMINATION PERIOD FOR NURSING HOME FACILITY SERVICES BENEFIT: [90 days]

ELIMINATION PERIOD FOR ASSISTED LIVING FACILITY SERVICES BENEFIT: [90 days]

ELIMINATION PERIOD FOR BED RESERVATION SERVICES BENEFIT: [90 days]

ELIMINATION PERIOD FOR RESPITE CARE SERVICES BENEFIT: [None]

SCHEDULED ACCELERATED BENEFIT PERIOD: [24 Months]

SCHEDULED EXTENDED BENEFIT PERIOD: [48 Months]

[OPTIONAL INFLATION PROTECTION BENEFIT RIDER: Included]

[OPTIONAL NONFORFEITURE BENEFIT RIDER: Included]

RIDER CHARGES:

RIDER CHARGE FOR LONG-TERM CARE BENEFITS
PER DOLLAR OF CONTRACT VALUE: [\$0.00075 per month]

RIDER CHARGE CAP PERIOD: [Unlimited]

[OPTIONAL INFLATION PROTECTION BENEFIT SINGLE RIDER CHARGE: [Single charge at issue] [\$63,000]

[OPTIONAL NONFORFEITURE BENEFIT SINGLE RIDER CHARGE: [Single charge at issue] [\$16,500]

Please refer to provisions of the above listed Rider[s] for additional details on benefits and Rider Charges.



FORETHOUGHT®

ForeCareSM Fixed Annuity

HIGHLIGHT SHEET

Product Design

Single Premium Tax-Deferred Annuity

Issue Ages / Amounts

Ages: [50 - 80] Min. - Max: Single [\$35,000 - \$400,000]

Joint [\$35,000 - \$600,000]

Interest Rate

Guaranteed fixed interest rate declared annually

Tax Advantages

- Tax-deferred growth
- Long term care rider charges are not taxed as distributions
- Benefits received for qualified long term care expenses are tax-free
- Existing non-qualified annuities may be exchanged tax free for a ForeCare Fixed Annuity by utilizing IRC section 1035

Long term Care Benefit

Single Life

- Standard: 36 month Accelerated Benefit; 36 month Extended Benefit
- Premier: 24 month Accelerated Benefit; 48 month Extended Benefit

Joint Life

- Standard: 42 month Accelerated Benefit; 42 month Extended Benefit
- Premier: 30 month Accelerated Benefit; 60 month Extended Benefit

Simplified Underwriting

Completed at point of sale

Covered Care

Home Health Care, Adult Day Care, Hospice Care, Nursing Home Facility, Assisted Living Facility, Respite Care, Bed Reservation

Rider Charge Rate

Guaranteed to remain unchanged through the life of the contract

Waiting Period

None

Elimination Period

90 days. Waived for home health care with qualifying plan of care

Withdrawal Charges

8%, 8%, 7%, 6%, 5%, 4%, 3%, 2%, 1%, 0% thereafter

Market Value Adjustment (MVA)

Market Value Adjustment (MVA) may be selected at issue and only applies to excess withdrawals that incur a withdrawal charge. The MVA can either increase or decrease a withdrawal charge depending on whether benchmark rates have fallen or risen since the contract issue date. MVAs will not be applied to any death benefit proceeds paid. MVAs may not be available in all states.

Not a bank deposit • Not FDIC/NCUA insured • Not insured by any federal government agency • No bank guarantee • May lose value

This brochure was prepared to support the marketing of an annuity product issued by Forethought Life Insurance Company. Forethought affiliates, their distributors, representatives and/or insurance agents do not provide tax, accounting or legal advice. Please consult your own independent advisor as to any applicable statements made herein.

Forethought ForeCareSM annuities, are issued by Forethought Life Insurance Company, and available in most states with contract FA1101SPDA-01, (certificate series GA1101SPDA-01, as applicable). State variations may apply. Read the contract for complete details.

Forethought Life Insurance Company

Corporate Office

300 N. Meridian St., Suite 1800
Indianapolis, IN 46204

Administrative Office

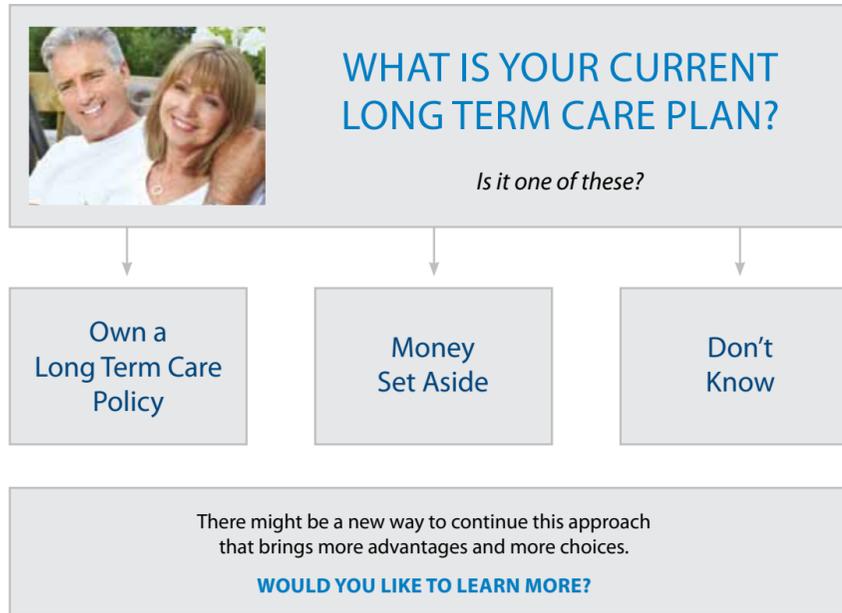
One Forethought Center
Batesville, IN 47006

1-855-244-4441

www.forethought.com

THINKING AHEADSM FORE
THOUGHT[®]

LET'S REVISIT YOUR LONG TERM CARE PLAN



BY THE NUMBERS

\$5,940

Average monthly cost of a semi-private room in a nursing home.¹

70%

Percent of people over age 65 who will need long term care services.¹

\$99,540

Maximum amount of assets Medicaid allows the healthy spouse to keep.¹

Nearly 50%

of Americans will need long term care at some point in their life.²

¹ Source: U.S. Department of Health and Human Services. *Paying for Long Term Care*. www.longtermcare.gov, 2010.

² Source: <http://www.longtermcareinsurancetree.com>, June 30, 2010.

NOT A BANK DEPOSIT	NOT FDIC/ NCUA INSURED	NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY	NO BANK GUARANTEE	MAY LOSE VALUE
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ForeCareSM Fixed Annuity Facts-at-a-Glance

PRODUCT DESIGN	Single Premium Tax-Deferred Annuity
ISSUE AGES / AMOUNTS	Ages: [50 - 80] Min. - Max: Single [\$35,000 - \$400,000] Joint [\$35,000 - \$600,000]
INTEREST RATE	Guaranteed fixed interest rate declared annually
TAX ADVANTAGES	<ul style="list-style-type: none"> • Tax-deferred growth • Long term care rider charges are not taxed as distributions • Benefits received for qualified long term care expenses are tax-free • Existing non-qualified annuities may be exchanged tax free for a ForeCare Fixed Annuity by utilizing IRC section 1035
LONG TERM CARE BENEFIT	<p>Single Life:</p> <ul style="list-style-type: none"> • Standard: 36 month Accelerated Benefit; 36 month Extended Benefit • Premier: 24 month Accelerated Benefit; 48 month Extended Benefit <p>Joint Life:</p> <ul style="list-style-type: none"> • Standard: 42 month Accelerated Benefit; 42 month Extended Benefit • Premier: 30 month Accelerated Benefit; 60 month Extended Benefit
SIMPLIFIED UNDERWRITING	Completed at point of sale
COVERED CARE	Home Health Care, Adult Day Care, Hospice Care, Nursing Home Facility, Assisted Living Facility, Respite Care, Bed Reservation
RIDER CHARGE RATE	Guaranteed to remain unchanged through the life of the contract
WAITING PERIOD	None
ELIMINATION PERIOD	90 days. Waived for home health care with qualifying plan of care
WITHDRAWAL CHARGES	8%, 8%, 7%, 6%, 5%, 4%, 3%, 2%, 1%, 0% thereafter
MARKET VALUE ADJUSTMENT (MVA)	MVA may be selected at issue and only applies to excess withdrawals that incur a withdrawal charge. The MVA can either increase or decrease a withdrawal charge depending on whether benchmark rates have fallen or risen since the contract issue date. MVAs will not be applied to any death benefit proceeds paid. MVAs may not be available in all states.

Forethought Life Insurance Company Corporate Office

300 N. Meridian St., Suite 1800 Indianapolis, IN 46204

Administrative Office

One Forethought Center Batesville, IN 47006

1-855-244-4441

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LTC5001-01

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1210

ForeCareSM Fixed Annuity

A fixed annuity with important long term care benefits.



THINKING AHEADSM **FORE THOUGHT[®]**

Long Term Care Planning: A New Approach

Most people know that long term care is quickly becoming a fact of life. We have been impacted personally by the long term care needs of a family member or we know someone who has been directly affected.

We also know that long term care costs are going up faster than we can save or invest for them.

We need a new approach.

INTRODUCING THE
ForeCareSM Fixed Annuity



THE PENSION PROTECTION ACT

JANUARY 1, 2010

The good news is that since the long term care provisions of the Pension Protection Act took effect on January 1, 2010, there are new choices available to you. Now you have choices that address your potential long term care needs in a way that give you

more advantages
and
more options

More Advantages

ForeCareSM Fixed Annuity increases your ability to pay for the long term care you deserve.

IF YOU NEED LONG TERM CARE...

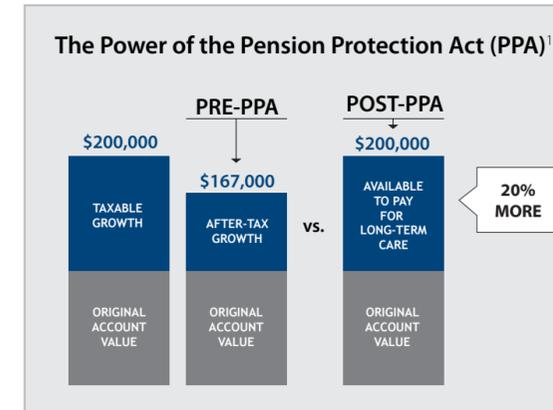
ForeCare Fixed Annuity gives you two significant advantages in your ability to pay for your long term care needs.

ADVANTAGE #1

Pay with Pre-Tax Dollars

Instead of paying taxes on the growth inside your annuity, you can use those tax dollars to pay your long term care expenses. It is one of the key benefits of the Pension Protection Act that took effect on January 1, 2010. And ForeCare Fixed Annuity is one of the first products to bring this benefit to you.

¹ This is a hypothetical example for illustration purposes only. Based on a 33% tax bracket and an original account value of \$100,000. The PRE-PPA amount of \$167,000 assumes a total withdrawal.

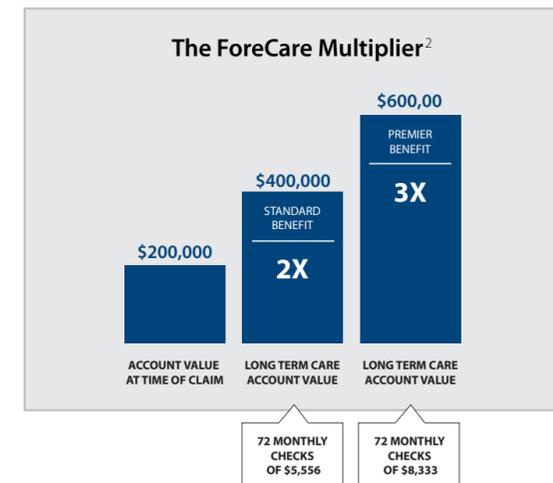


ADVANTAGE #2

The ForeCare Multiplier

The Multiplier means you can receive up to two times the amount of your account value to spend on long term care expenses. And if you qualify, you can receive up to three times the amount of your account value.

² This is a hypothetical example for illustration purposes only. Based on a single life and an original account value of \$200,000.



More Options

ForeCareSM Fixed Annuity covers the type of long term care you may need.

IF YOU NEED LONG TERM CARE...

ForeCare Fixed Annuity offers seven long term care options to choose from. Those options include:

7 Long Term Care Options

Home Health Care	Adult Day Care
Hospice Care	Nursing Home Facility
Assisted Living Facility	Respite Care
Bed Reservation	

IF YOU DON'T NEED LONG TERM CARE...

If you don't need long term care, you have many options:

3 Convenient Annuity Options



You can spend your money now. After the first year, you have access to 10% of your account value free of withdrawal charges or you can choose from a number of annuitization options.²



You can save your money for later. Your ForeCare Fixed Annuity continues to grow tax-deferred at a guaranteed interest rate.



You can transfer this money to your heirs without the delay, expense or publicity of probate.

² A 10% IRS penalty may apply to withdrawals before the age of 59½. Cash withdrawals and annuitization options may impact subsequent long term care coverage.

**DISCLOSURE STATEMENT
SINGLE PREMIUM DEFERRED ANNUITY CONTRACT**

Thank you for applying for a Forethought Life Single Premium Deferred Annuity Contract series FA1100SPDA-01 (may be referred to as Certificate series GA1100SPDA-01 in some states). This is a summary of the features and benefits of your annuity provisions, but it is not part of your contract. Please read the following information carefully, sign, and return the original Disclosure Statement.

Annuity Contract: The Single Premium Deferred Annuity Contract is issued by Forethought Life Insurance Company. This contract is intended for retirement funding or other long-term accumulation needs. Substantial contract-imposed penalties may apply to full and partial withdrawals in the first 9 years. Under current Federal tax law, interest credited is not taxed and income taxes are not due until monies are withdrawn. In addition to regular income tax, interest withdrawn prior to age 59½ may be subject to a 10% Federal penalty tax. For tax purposes, Contract withdrawals are treated as coming from interest first.

There is no additional tax-deferral benefit for annuities purchased in an IRA, Roth IRA or other tax qualified plan, since these are already tax-deferred. Placing an annuity in an IRA, Roth IRA or other tax qualified plan will receive no additional tax advantage from the annuity. Therefore, in considering whether or not to purchase such an annuity, only consider the annuity's other features, including the availability of guaranteed annuity payments and Minimum Guaranteed Contract Withdrawal Values.

Contract Value: Daily interest, declared by us, is credited to the Contract Value. There are no annual administrative fees, front-end sales charges or loads. Some states charge a premium tax. At our discretion, premium taxes may be deducted from your Contract Value if we are required to pay them.

Interest Rates: All interest rates quoted are effective annual rates. These are the rates that result after interest has compounded daily for a full year. We set interest rates according to the following guidelines:

1. The Annuity Deposit will earn interest at the rate and for the time period shown on the Contract Data Page. Thereafter, we will declare a new interest rate from time to time.
2. Each credited interest rate will be guaranteed for at least one year.

We guarantee your Contract Value will always earn at least the guaranteed minimum interest rate set forth in the Interest Rates section of the Contract Data Page, regardless of future economic conditions.

Access to Contract Value: Withdrawal provisions give you access to your Contract Value. Withdrawals in the first 9 years may be subject to Withdrawal Charges and any applicable Market Value Adjustments. During the Free Withdrawal Availability Period stated on the Contract Data Page, you may make withdrawals of {the greater of 10% of the Contract Value on the prior anniversary and, the greater of the accumulated interest earnings and } the Required Minimum Distributions without incurring Withdrawal Charges or any applicable Market Value Adjustment.

Withdrawal Charge: Withdrawal Charges may be assessed on withdrawals that exceed the Free Withdrawal Amount as described above. The Contract Withdrawal Value is equal to the Contract Value less any applicable Withdrawal Charges, any applicable Market Value Adjustment, and less any applicable taxes. Withdrawal Charges Percentages are shown in the table below and are applied to the

amount withdrawn less the Free Withdrawal Amount. In the event a Contract's entire Contract Value is withdrawn in a Contract Year where a Free Withdrawal Amount is made, the Withdrawal Charge and any applicable Market Value Adjustment will also be applied to any Free Withdrawal Amounts received in that Contract Year.

Contract Year	1	2	3	4	5	6	7	8	9	10 & Later
Withdrawal Charge	8%	8%	7%	6%	5%	4%	3%	2%	1%	0%

{Return of Annuity Deposit Guarantee: We guarantee the return of Your Annuity Deposit upon full withdrawal. If you make a full withdrawal at any time, you will receive at least the amount of Your Annuity Deposit less all prior Withdrawal Proceeds. Any applicable Withdrawal Charges and Market Value Adjustments will be waived to the extent that they would conflict with this Guarantee. For purposes of this provision, previous interest withdrawals will be considered return of deposit. }

{Market Value Adjustment: Any amounts that are assessed a Withdrawal Charge will also be subject to a Market Value Adjustment, which may increase or decrease the Contract Withdrawal Value. Within limits, Market Value Adjustments generally increase the Contract Withdrawal Value when interest rates fall and decrease the Contract Withdrawal Value when interest rates rise. }

{Surrender Charge Waiver: If the Company is crediting a rate of interest on this Contract below the Surrender Charge Waiver Rate, during the Surrender Charge Waiver Rate Period, You may withdraw your Contract Value and no Withdrawal Charges or Market Value Adjustment, if otherwise applicable, will apply. Withdrawal Charges and any applicable Market Value Adjustment as stated in the Contract, will apply if the Company is crediting a rate of interest at or above the Surrender Charge Waiver Rate. After the Surrender Charge Waiver Rate Period, the Surrender Charge Waiver Rate Provision no longer applies.

Death Benefit: If an Owner dies during the Accumulation Period, your Beneficiary(ies) will be paid a death benefit that is equal to the {Contract Value}. When we receive Proof of Death, and until distributed, the death benefit will receive interest at a rate required by the state in which the contract is issued. Alternatively, if the contract is continued by a surviving spouse, the Contract Value will continue in the Accumulation Period according to the terms of the Contract.

Annuity Options: Your contract provides the following Annuity Options. Other Annuity Options may be available on your Annuity Date.

Life Annuity – Annuity payments continuing for the lifetime of the Annuitant, and terminating with the last payment prior to the Annuitant's death.

Life Annuity with 10 Years of Annuity Payments Guaranteed – Annuity payments continuing for the lifetime of the Annuitant, terminating at the later of the last payment prior to the Annuitant's death or for 120 months.

Life Annuity with 20 Years of Annuity Payments Guaranteed – Annuity payments continuing for the lifetime of the Annuitant, terminating at the later of the last payment prior to the Annuitant's death or for 240 months.

Joint and Last Survivor Annuity – Annuity payments continuing for the joint lifetimes of the Annuitant and the Joint Annuitant, terminating with the last payment prior to the last survivor's death.

Joint and Last Survivor Annuity with 10 Years of Annuity Payments Guaranteed – Annuity payments continuing for the joint lifetimes of the Annuitant and the Joint Annuitant, terminating at the later of the last payment prior to the last survivor's death or for 120 months.

Guaranteed Payment Period – Annuity payments continuing for a guaranteed period of from 10 to 30 years. The payments do not depend on the Annuitant's life.

Riders: You may have elected to attach an available rider to your contract. The following is a brief description of riders that may be available.

{Nursing Home Waiver Rider: This rider waives the withdrawal charge on any withdrawal of Contract Value after we receive proof that you have been confined to an Approved Nursing Facility on or after the first contract anniversary and continuing for at least 60 consecutive days. There is no rider charge for this rider and it is attached to your contract automatically if approved in the state in which this contract is issued.}

{Terminal Illness Waiver Rider: This rider waives the withdrawal charge on any withdrawal of Contract Value after the first contract anniversary and after we receive proof that you suffer from a Terminal Illness which will result in death within 12 months. There is no rider charge for this rider and it is attached to your contract automatically if approved in the state in which this Contract is issued.}

{Unemployment Waiver Rider: This rider waives the withdrawal charge on any withdrawal of Contract Value if the owner becomes Unemployed and receives benefits from the state unemployment office. There is no rider charge for this rider and it is attached to your contract automatically if approved in the state in which this Contract is issued.}

{Rider for Long-Term Care Benefits: This rider provides for the monthly payment of Long-Term Care Benefits when an Insured receives Qualified Long-Term Care Services, subject to the applicable Elimination Period and Waiting Period, if any, while he or she is a Chronically Ill Individual. Benefits are payable first under the Accelerated Benefit provision of the rider until the Accelerated Benefit is exhausted. Then benefits are payable under the Extended Benefit provision of the rider. The Accelerated Benefit pays Monthly Benefit Payments for Qualified Long-Term Care Services that reduce Your Contract Value without Withdrawal Charges or Market Value Adjustments. The Extended Benefit pays Monthly Benefit Payments for Qualified Long-Term Care Services during the Extended Benefit Period, after the Accelerated Benefit is exhausted. There is a charge for this rider.}

{Optional Inflation Protection Benefit Rider: This rider increases the Maximum Monthly Benefit provided under the Rider for Long-Term Care Benefits to reflect five percent annual compound inflation. The remaining unused Maximum Extended Benefit Amount will also be increased to reflect five percent annual compound interest; however, the remaining unused Accelerated Benefits balance will not be increased to reflect five percent annual compound interest. There is a charge for this rider. This rider can only be purchased if the Rider for Long-Term Care Benefits is purchased. }

{Optional Nonforfeiture Benefit Rider: This rider provides continued long-term care coverage over a shortened benefit period upon termination of the Rider for Long-Term Care Benefits. This rider can only be purchased if the Rider for Long-Term Care Benefits is purchased.}

Summary: Forethought Life Insurance Company of Batesville, Indiana issues this Single Premium Deferred Annuity which may not be available in all states. The Contract may be subject to withdrawal charges and any applicable Market Value Adjustment.

This Disclosure Statement contains a summary description of the Single Premium Deferred Annuity. State variations may apply. The exact terms of the annuity are contained in the contract and any attached riders or endorsements, which will control Forethought Life's contractual obligations.

**DISCLOSURE STATEMENT SIGNATURE PAGE
 SINGLE PREMIUM DEFERRED ANNUITY**

Owner's Statement – I certify that:

- I understand that:
 - The contract provides a fixed interest account.
 - The Contract Withdrawal Value is the amount to be paid to me if I fully surrender the contract. It may include the assessment of Withdrawal Charges and Market Value Adjustments, if applicable.
 - The minimum guaranteed interest rate for new contracts is stated on the Contract Data Page.
 - If I place an annuity in an IRA, Roth IRA, or other tax qualified plan, I will receive no additional tax advantage from the annuity.
 - {This contract contains a Market Value Adjustment which may increase or decrease the Contract Withdrawal Value.}
- I have read and understand the contract Disclosure Statement and kept a copy.
- I have received a copy of the Buyer's Guide to Fixed Deferred Annuities.
- I believe that this annuity contract is a suitable product for my financial needs.

Owner Signature

Date

Joint Owner Signature (if applicable)

Date



Forethought Life Insurance Company
One Forethought Center
P.O. Box 246
Batesville, Indiana 47006-0246

**DISCLOSURE STATEMENT AGENT'S SIGNATURE PAGE
SINGLE PREMIUM DEFERRED ANNUITY CONTRACT**

Agent's Statement – I certify that:

- I have read the {Forethought Book Value Annuity} Producer Guidelines.
- I gave a copy of the Disclosure Statement to the Owner.
- I gave a copy of the Buyer's Guide to Fixed Deferred Annuities to the Owner.
- I made no statement that is inconsistent with the Disclosure Statement, nor have I made any promises about expected future interest rates for the annuity contract.

Agent Signature

Agent Printed Name

Date

Instruction to Agent:

- Give this Disclosure Statement to the Owner/Joint Owner
- Two copies of the Disclosure Statement Signature Page are included for your convenience.
 - Complete "fill-in" items. You and the Owner/Joint Owner must sign the Signature Page. It is acceptable to either photocopy the signed, original Signature Page or if a photocopy is not available, to complete and sign two Signature Pages.
 - Give one signed copy to the Owner/Joint Owner.
 - Send the original signed copy along with the annuity application and any other new business forms to:

Forethought Life Insurance Company
P.O. Box 246
Batesville, IN 47006-0246

SERFF Tracking Number: FRTH-126999627 State: Arkansas
 Filing Company: Forethought Life Insurance Company State Tracking Number: 47956
 Company Tracking Number: LTC2000-01
 TOI: A021 Individual Annuities- Deferred Non-Variable Sub-TOI: A021.003 Single Premium
 Product Name: LTC2000-01 Rider
 Project Name/Number: LTC2000-01 Rider/LTC2000-01

Rate Information

Rate data applies to filing.

Filing Method: SERFF
Rate Change Type: Neutral
Overall Percentage of Last Rate Revision: 0.000%
Effective Date of Last Rate Revision:
Filing Method of Last Filing:

Company Rate Information

Company Name:	Company Rate Change:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where required):	Minimum % Change (where required):
Forethought Life Insurance Company	N/A	%	%				%	%

SERFF Tracking Number: FRTH-126999627 State: Arkansas
 Filing Company: Forethought Life Insurance Company State Tracking Number: 47956
 Company Tracking Number: LTC2000-01
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
 Variable
 Product Name: LTC2000-01 Rider
 Project Name/Number: LTC2000-01 Rider/LTC2000-01

Rate/Rule Schedule

Schedule Item Status:	Document Name:	Affected Form Numbers: (Separated with commas)	Rate Action:	Rate Action Information:	Attachments
	Rates Rider Form Series LTC2000-01 Rider for Long-Term Care Benefits 12-17-10B subm	LTC2000-01	New		Rates_Rider Form Series LTC2000-01_Rider for Long-Term Care Benefits_12-17-10B_subm.pdf
	Rates Rider Form Series LTC2001-01 Optional Inflation Protection Benefit Rider 12-17-10B subm	LTC2001-01	New		Rates_Rider Form Series LTC2001-01_Optional Inflation Protection Benefit Rider_12-17-2010B_subm.pdf
	Rates Rider Form Series LTC2001-01 Plus LTC2002-01 12-17-2010B subm	LTC2001-01 & LTC2002-01	New		Rates_Rider Form Series LTC2001-01 Plus LTC2002-01_12-17-2010B subm.pdf
	Rates Rider Form Series LTC2002-01 Optional Nonforfeiture	LTC2002-01	New		Rates_Rider Form Series LTC2002-

Forethought Life Insurance Company

Rider for Long-Term Care Benefits - Rider Form Series LTC2000-01

Long-Term Care Rider Annual Charge
(as the basis point of the account value)

Issue Age	Single	Married <i>(Married 2-buy)</i>
50	90	72
51	90	72
52	90	72
53	90	72
54	93	74
55	96	77
56	99	79
57	102	82
58	107	86
59	112	90
60	117	94
61	123	98
62	129	103
63	135	108
64	142	114
65	150	120
66	158	126
67	166	133
68	175	140
69	187	150
70	200	160
71	214	171
72	229	183
73	245	196
74	262	210
75	280	224
76	300	240
77	300	240
78	300	240
79	300	240
80	300	240

The LTC rider charge for Joint Life is the average of the single male and female charges, rounded to the nearest the basis point.

Forethought Life Insurance Company

Optional Inflation Protection Benefit Rider - Rider Form Series LTC2001-01

Optional Inflation Benefit Premium

Single Initial Premium: per \$1,000 of annuity single Premium

Issue Age	<u>Non-Joint Life</u>				<u>Joint Life</u>			
	Band 1		Band 2		Premier		Standard	
	<i>Single</i>	<i>Married (Married 2-buy)</i>	<i>Single</i>	<i>Married (Married 2-buy)</i>	<i>Band 1</i>	<i>Band 2</i>	<i>Band 1</i>	<i>Band 2</i>
50	260	208	165	132	630	388	445	330
51	260	208	165	132	630	388	445	330
52	260	208	165	132	630	388	445	330
53	260	208	165	132	630	388	445	330
54	262	210	165	132	632	390	449	331
55	264	212	165	132	634	393	453	332
56	266	214	165	132	636	395	457	333
57	268	216	165	132	638	398	461	334
58	270	216	165	134	640	401	467	335
59	274	219	167	136	642	404	472	336
60	278	222	169	138	644	406	477	337
61	282	225	171	140	646	409	482	338
62	286	228	173	142	648	411	487	339
63	290	232	177	142	650	415	490	340
64	294	235	178	143	658	423	495	344
65	298	238	179	144	666	430	500	348
66	302	241	180	145	674	439	505	352
67	306	244	181	146	682	448	510	356
68	310	248	183	146	690	456	515	360
69	314	251	187	149	709	468	520	365
70	318	254	191	152	729	480	525	370
71	322	257	195	155	750	493	530	375
72	326	260	199	158	771	505	535	380
73	330	264	204	163	793	519	542	386
74	331	265	208	167	796	521	543	387
75	332	266	212	171	799	524	544	388
76	333	267	216	175	802	526	545	389
77	334	268	220	179	805	529	546	390
78	335	268	225	182	806	531	545	390
79	335	268	230	185	807	534	544	390
80	335	268	235	188	808	536	543	390

The LTC Inflation premium for Joint Life is the average of the male and female premiums, rounded to the nearest dollar per thousand of annuity single premium.

Forethought Life Insurance Company

Rider Form Series LTC2002-01 *Plus* LTC2001-01

Optional Nonforfeiture Premium plus Optional Inflation Premium

Single Initial Premium: per \$1,000 of annuity single Premium

Issue Age	<u>Non-Joint Life</u>				<u>Joint Life</u>			
	Band 1		Band 2		Premier		Standard	
	<i>Single</i>	<i>Married (Married 2-buy)</i>	<i>Single</i>	<i>Married (Married 2-buy)</i>	<i>Band 1</i>	<i>Band 2</i>	<i>Band 1</i>	<i>Band 2</i>
50	300	240	205	164	795	553	610	495
51	300	240	205	164	795	553	610	495
52	300	240	205	164	795	553	610	495
53	300	240	205	164	795	553	610	495
54	302	242	205	164	797	555	614	496
55	304	244	205	164	799	558	618	497
56	306	246	205	164	801	560	622	498
57	308	248	205	164	803	563	626	499
58	310	248	205	166	805	566	632	500
59	314	251	207	168	807	569	637	501
60	318	254	209	170	809	571	642	502
61	322	257	211	172	811	574	647	503
62	326	260	213	174	813	576	652	504
63	330	264	217	174	815	580	655	505
64	334	267	218	175	823	588	660	509
65	338	270	219	176	831	595	665	513
66	342	273	220	177	839	604	670	517
67	346	276	221	178	847	613	675	521
68	350	280	223	178	855	621	680	525
69	354	283	227	181	874	633	685	530
70	358	286	231	184	894	645	690	535
71	362	289	235	187	915	658	695	540
72	366	292	239	190	936	670	700	545
73	370	296	244	195	958	684	707	551
74	371	297	248	199	961	686	708	552
75	372	298	252	203	964	689	709	553
76	373	299	256	207	967	691	710	554
77	374	300	260	211	970	694	711	555
78	375	300	265	214	971	696	710	555
79	375	300	270	217	972	699	709	555
80	375	300	275	220	973	701	708	555

The LTC Nonforfeiture plus Inflation premium for Joint Life is the average of the male and female premiums, rounded to nearest the dollar per thousand of annuity single premium.

Forethought Life Insurance Company

Optional Nonforfeiture Benefit Rider - Rider Form Series LTC2002-01

Optional Nonforfeiture Benefit Premium

Single Initial Premium: per \$1,000 of annuity single Premium

Issue Age	<u>Non-Forfeiture</u>		
	Single	Married (Married 2-buy)	Joint Life
50	15	12	25
51	15	12	25
52	15	12	25
53	15	12	25
54	15	12	25
55	15	12	25
56	15	12	25
57	15	12	25
58	15	12	25
59	15	12	25
60	15	12	25
61	15	12	25
62	15	12	25
63	15	12	25
64	15	12	25
65	15	12	25
66	15	12	25
67	15	12	25
68	15	12	25
69	16	13	26
70	17	14	27
71	18	15	28
72	19	16	29
73	20	16	30
74	21	17	32
75	22	18	34
76	23	19	36
77	24	20	38
78	25	20	40
79	25	20	40
80	25	20	40

The LTC Nonforfeiture premium for Joint Life is the average of the male and female premiums, rounded to nearest the dollar per thousand of annuity single premium.

SERFF Tracking Number: FRTH-126999627 State: Arkansas
 Filing Company: Forethought Life Insurance Company State Tracking Number: 47956
 Company Tracking Number: LTC2000-01
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium
 Variable
 Product Name: LTC2000-01 Rider
 Project Name/Number: LTC2000-01 Rider/LTC2000-01

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: Readability Certification_G_12-20-2010 subm.pdf		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments: THE APPLICATION IS BEING ATTACHED TO THE FORM SCHEDULE.		

	Item Status:	Status Date:
Satisfied - Item: Notice to Applicant Regarding Replacement - LTC4001-01		
Comments:		
Attachment: LTC4001-01_Notice to Applicant Regarding Replacement of Individual Accident and Sickness or Long-Term Care Insurance_12-20-10 subm.pdf		

	Item Status:	Status Date:
Satisfied - Item: Things You Should Know - LTC4003-01		
Comments:		
Attachment: LTC4003-01_Things You Should Know Before You Buy Long-Term Care Insurance_12-20-10 subm.pdf		

	Item Status:	Status
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SERFF Tracking Number: FRTH-126999627 State: Arkansas
Filing Company: Forethought Life Insurance Company State Tracking Number: 47956
Company Tracking Number: LTC2000-01
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable
Product Name: LTC2000-01 Rider
Project Name/Number: LTC2000-01 Rider/LTC2000-01

Date:

Satisfied - Item: Statement of Variability - forms &
advertising combined

Comments:

Attachment:

Statement of Variability_F-A_01-04-2011 subm.pdf

Item Status:

Status

Date:

Satisfied - Item: Contract Summary - LTC4005-01

Comments:

Attachment:

LTCG4005-02_Contract Summary_01-24-11 subm.pdf

FORETHOUGHT LIFE INSURANCE COMPANY

READABILITY CERTIFICATION

This is to certify that the forms listed below have achieved the minimum Flesch Reading Ease Score required by your state.

<u>FORM TITLE</u>	<u>FORM NUMBER</u>	<u>FLESCH SCORE</u>
Rider for Long-Term Care Benefits	LTC2000-01	56.3
Optional Inflation Protection Benefit Rider	LTC2001-01	68.1
Optional Nonforfeiture Benefit Rider	LTC2002-01	70.6
ForeCare Annuity Application	LTC3000-02	55.5



Signature: _____

David K. Mullen
Assistant Secretary

Date: December 17, 2010

Forethought Life Insurance Company

Home Office: [One Forethought Center
P.O. Box 245
Batesville, IN 47006-0246]

**NOTICE TO APPLICANT REGARDING REPLACEMENT OF INDIVIDUAL ACCIDENT
AND SICKNESS OR LONG-TERM CARE INSURANCE**

SAVE THIS NOTICE! IT MAY BE IMPORTANT TO YOU IN THE FUTURE.

According to your application, you intend to lapse or otherwise terminate existing accident and sickness or long-term care insurance and replace it with an individual long-term care insurance policy to be issued by Forethought Life Insurance Company. Your new policy provides thirty (30) days within which you may decide, without cost, whether you desire to keep the policy. For your own information and protection, you should be aware of and seriously consider certain factors which may affect the insurance protection available to you under the new policy.

You should review this new coverage carefully, comparing it with all accident and sickness or long-term care insurance coverage you now have, and terminate your present policy only if, after due consideration, you find that purchase of this long-term care coverage is a wise decision.

STATEMENT TO APPLICANT BY AGENT:

I have reviewed your current medical or health insurance coverage. I believe the replacement of insurance involved in this transaction materially improves your position. My conclusion has taken into account the following considerations, which I call to your attention:

1. Health conditions which you may presently have (preexisting conditions), may not be immediately or fully covered under the new policy. This could result in denial or delay in payment of benefits under the new policy, whereas a similar claim might have been payable under your present policy.
2. State law provides that your replacement policy or certificate may not contain new preexisting conditions or probationary periods. The insurer will waive any time periods applicable to preexisting conditions or probationary periods in the new policy (or coverage) for similar benefits to the extent such time was spent (depleted) under the original policy.
3. If you are replacing existing long-term care insurance coverage, you may wish to secure the advice of your present insurer or its agent regarding the proposed replacement of your present policy. This is not only your right, but it is also in your best interest to make sure you understand all the relevant factors involved in replacing your present coverage.
4. If, after due consideration, you still wish to terminate your present policy and replace it with new coverage, be certain to truthfully and completely answer all questions on the application concerning your medical health history. Failure to include all material medical information on an application may provide a basis for the company to deny any future claims and to refund your premium as though your policy had never been in force. After the application has been completed and before you sign it, reread it carefully to be certain that all information has been properly recorded.

(Signature of Agent)

(Printed Name of Agent)

The above "Notice to Applicant" was delivered to me on:

(Applicant's Signature)

(Date)

One copy to be retained by the Applicant, and one copy to be returned with the Application.

Things You Should Know Before You Buy Long-Term Care Insurance

Long-Term Care Insurance	<ul style="list-style-type: none"> • A long-term care insurance policy may pay most of the costs for your care in a nursing home. Many policies also pay for care at home or other community settings. Since policies can vary in coverage, you should read this policy and make sure you understand what it covers before you buy it. • The personal worksheet includes questions designed to help you and the company determine whether this policy is suitable for your needs.
Medicare	<ul style="list-style-type: none"> • Medicare does not pay for most long-term care.
Medicaid	<ul style="list-style-type: none"> • Medicaid will generally pay for long-term care if you have very little income and few assets. You probably should not buy this policy if you are now eligible for Medicaid. • Many people become eligible for Medicaid after they have used up their own financial resources by paying for long-term care services. • When Medicaid pays your spouse's nursing home bills, you are allowed to keep your house and furniture, a living allowance, and some of your joint assets. • Your choice of long-term care services may be limited if you are receiving Medicaid. To learn more about Medicaid, contact your local or state Medicaid agency. •
Shopper's Guide	<ul style="list-style-type: none"> • Make sure the insurance company or agent gives you a copy of a book called the National Association of Insurance Commissioners' "Shopper's Guide to Long-Term Care Insurance." Read it carefully. If you have decided to apply for long-term care insurance, you have the right to return the policy within 30 days and get back any premium you have paid if you are dissatisfied for any reason or choose not to purchase the policy.
Counseling	<ul style="list-style-type: none"> • Free counseling and additional information about long-term care insurance are available through your state's insurance counseling program. Contact your state insurance department or department on aging for more information about the senior health insurance counseling program in your state.
Facilities	<ul style="list-style-type: none"> • Some long term care insurance contracts provide for benefit payments in certain facilities only if they are licensed or certified, such as in assisted living centers. However, not all states regulate these facilities in the same way. Also, many people move to a different state from where they purchased their long term care insurance policy. Read the policy carefully to determine what types of facilities qualify for benefit payments, and to determine that payment for a covered service will be made if you move to a state that has a different licensing scheme for facilities than the one in which you purchased the policy.

Forethought Life Insurance Company
Statement of Variability for Forms Series: LTC2000-01, LTC2001-01, LTC2002-01, LTC3000-01, LTC4000-01, LTC4001-01, LTC4002-01, FA1103DSPDA-01, LTC5000-01, and LTC5001-01

The variable data in the subject forms is denoted by variable brackets.

FORM NUMBER	FORM DESCRIPTION	SECTION/PAGE	VARIABLE TEXT
LTC2000-01	Rider for Long-Term Care Benefits	Cover Page	<p>“Home Office” address is variable text. The Company’s actual Home Office will be indicated.</p> <p>“LONG-TERM BENEFITS WILL NOT BE PROVIDED UNDER THE RIDER UNTIL THE [TWO-YEAR] WAITING PERIOD IS SATISFIED”: This text is variable and may be included or deleted. The text will be included if a waiting period is applied to the rider; otherwise, the text will be deleted. If the text is included, the “two-year” period is variable and may be changed to a period ranging from “two-year” to “seven-year”. If a waiting period is to be included, it will be filed with the Department for prior approval.</p>
LTC2000-01	Rider for Long-Term Care Benefits	Page 23	Officer Signatures and Titles: The actual signatures of the company’s President and Secretary, or the signatures and titles of other authorized officers of the Company, will be indicated for this variable text.
LTC2001-01	Optional Inflation Protection Benefit Rider	Pages 1 and 2	<p>The variable text is as follows:</p> <ul style="list-style-type: none"> • “Home Office” address is variable text. The Company’s actual Home Office will be indicated • Officer Signatures and Titles: The actual signatures of the company’s President and Secretary, or the signatures and titles of other authorized officers of the Company, will be indicated for this variable text.
LTC2002-01	Optional Nonforfeiture Benefit Rider	Pages 1 and 2	<p>The variable text is as follows:</p> <ul style="list-style-type: none"> • “Home Office” address is variable text. The Company’s actual Home Office will be indicated. • Officer Signatures and Titles: The actual signatures of the company’s President and Secretary, or the signatures and titles of other authorized officers of the Company, will be indicated for this variable text.
LTC3000-01	ForeCare Annuity Application	Page 1	<p>The variable text is as follows:</p> <ul style="list-style-type: none"> • “Home Office” address (pages 1 and 7) is variable text. The Company’s actual Home

Forethought Life Insurance Company

Statement of Variability for Forms Series: LTC2000-01, LTC2001-01, LTC2002-01, LTC3000-01, LTC4000-01, LTC4001-01, LTC4002-01, FA1103DSPDA-01, LTC5000-01, and LTC5001-01

FORM NUMBER	FORM DESCRIPTION	SECTION/PAGE	VARIABLE TEXT
			<p>Office will be indicated.</p> <ul style="list-style-type: none"> Section G – State Required Notices”: The state fraud warning notices are variable and may be changed whenever a state changes its fraud warning notice statements.
LTC4000-01	Long-Term Care Insurance – Outline of Coverage	Page 1	<p>“Home Office” address is variable text. The Company’s actual Home Office will be indicated.</p> <p>“[LONG-TERM BENEFITS WILL NOT BE PROVIDED UNDER THE RIDER UNTIL THE [TWO-YEAR] WAITING PERIOD IS SATISFIED””: This text is variable and may be included or deleted. The text will be included if a waiting period is applied to the rider; otherwise, the text will be deleted. If the text is included, the “two-year” period is variable and may be changed to a period ranging from “two-year” to “seven-year”. If a waiting period is to be included, it will be filed with the Department for prior approval.</p>
LTC4001-01	Notice to Applicant Regarding Replacement of Individual Accident and Sickness or Long-Term Care Insurance	1	<p>“Home Office” address is variable text. The Company’s actual Home Office will be indicated.</p>
LTC4002-01	Long-Term Care Insurance – Personal Worksheet	1	<p>“Home Office” address is variable text. The Company’s actual Home Office will be indicated.</p>
FA1103DSPDA-01	Contract Data Page	----	<p>The variable data is as follows:</p> <ul style="list-style-type: none"> “Rider Benefit Information”: The following riders are variable and may be included or excluded. If the riders are elected by the applicant/owner, they will be included, otherwise they will be deleted: “Optional Inflation Protection Benefit Rider” and “Optional Nonforfeiture Benefit Rider”. “RIDER RATE CLASSIFICATION”: The actual classification of the Insured will be indicated. The classifications consist of “Premier, Single life, Single Purchase”, “Premier, Single Life, Joint Purchase”, “Premier, Joint Life, Joint Purchase”, “Standard, Single life,

Forethought Life Insurance Company
Statement of Variability for Forms Series: LTC2000-01, LTC2001-01, LTC2002-01, LTC3000-01, LTC4000-01, LTC4001-01, LTC4002-01, FA1103DSPDA-01, LTC5000-01, and LTC5001-01

FORM NUMBER	FORM DESCRIPTION	SECTION/PAGE	VARIABLE TEXT
			<p>Single Purchase”, “Standard, Single Life, Joint Purchase”, and “Standard, Joint Life, Joint Purchase.</p> <ul style="list-style-type: none"> • “CONTRACT NUMBER”: The actual contract number assigned to the contract will be indicated. • “RIDER ISSUE DATE”: The actual issue date will be indicated. • “INSURED [PERSON]”: The word “Person” may be changed to “Persons” if joint insureds are covered under the rider. The actual name(s) of the insured person(s) will be indicated. • “AGE OF INSURED [PERSON]”: The word “Person” may be changed to “Persons” if joint insureds are covered under the rider. The actual age of the insured person(s) will be indicated.” • “ANNUITY DEPOSIT”: The actual deposit amount will be indicated.” • “WAITING PERIOD”: The waiting period may be included or excluded. If a waiting period is to be included, it will be filed with the Department for prior approval. The waiting period variables may range from “None”, “1 year” to “7 years.
FA1103DSPDA-01 (continued)	Contract Data Page	----	<ul style="list-style-type: none"> • “ELIMINATION PERIOD FOR HOME HEALTH CARE SERVICES BENEFIT”: The elimination period is variable. The elimination period will be either “None or 90 days”. The elimination period may be a longer period; if a longer period is used it will be filed with the Department for prior approval. • “ELIMINATION PERIOD FOR NURSING HOME FACILITY SERVICES BENEFIT”: The elimination period is variable. The elimination period will be either “None or 90 days”. The elimination period may be for a longer period; if a longer period is used it will be filed with the Department for prior approval. • “ELIMINATION PERIOD FOR ASSISTED LIVING FACILITY SERVICES BENEFIT”: The elimination period is variable. The elimination period will be either “None or 90 days”. The elimination period may be for a longer period; if a longer period is used it will be filed with the Department for prior approval.

Forethought Life Insurance Company

Statement of Variability for Forms Series: LTC2000-01, LTC2001-01, LTC2002-01, LTC3000-01, LTC4000-01, LTC4001-01, LTC4002-01, FA1103DSPDA-01, LTC5000-01, and LTC5001-01

FORM NUMBER	FORM DESCRIPTION	SECTION/PAGE	VARIABLE TEXT
			<ul style="list-style-type: none"> • “ELIMINATION PERIOD FOR BED RESERVATION SERVICES BENEFIT”: The elimination period is variable. The elimination period will be either “None or 90 days”. The elimination period may be for a longer period; if a longer period is used it will be filed with the Department for prior approval. • “ELIMINATION PERIOD FOR RESPITE CARE SERVICES BENEFIT”: The elimination period is variable. The elimination period will be either “None or 90 days”. The elimination period may be for a longer period; if a longer period is used it will be filed with the Department for prior approval. • “SCHEDULED ACCELERATED BENEFIT PERIOD”: The actual benefit period selected will be indicated. The variable benefit periods are “24 Months”, “30 months”, “36 months”, or “42 months”. • “SCHEDULED EXTENDED BENEFIT PERIOD”: The actual benefit period selected will be indicated. The variable benefit periods are “36 months”, “42 months”, “48 months”, or “60 months”. • “OPTIONAL INFLATION PROTECTION BENEFIT RIDER”: The “Optional Inflation Protection Benefit Rider” text will be included if the rider is selected by the applicant/owner; otherwise, it will be excluded. If it is included, the rider will be indicated as “Included” on the contract data page.
FA1103DSPDA-01 (continued)	Contract Data Page	----	<ul style="list-style-type: none"> • “OPTIONAL NONFORFEITURE BENEFIT RIDER”: The “Optional Nonforfeiture Benefit Rider” text will be included if the rider is selected by the applicant/owner; otherwise, it will be excluded. If it is included, the rider will be indicated as “Included” on the contract data page. • “RIDER CHARGE FOR LONG-TERM CARE BENEFITS PER DOLLAR OF CONTRACT VALUE”: The actual rider charge applicable to the insured person will be indicated. • “RIDER CHARGE CAP PERIOD”: The actual rider charge cap period applicable to the insured person will be indicated. The Rider Charge Cap Period will be either “None”, “Unlimited”, “1 Year” or other specified numbers of years.

Forethought Life Insurance Company

Statement of Variability for Forms Series: LTC2000-01, LTC2001-01, LTC2002-01, LTC3000-01, LTC4000-01, LTC4001-01, LTC4002-01, FA1103DSPDA-01, LTC5000-01, and LTC5001-01

FORM NUMBER	FORM DESCRIPTION	SECTION/PAGE	VARIABLE TEXT
			<ul style="list-style-type: none"> • “OPTIONAL INFLATION PROTECTION BENEFIT SINGLE RIDER CHARGE”: The “Optional Inflation Protection Benefit Rider” text, along with the “Single charge at issue” text, will be indicated if the rider is included; otherwise, it will be excluded. If it is included, the actual rider charge applicable to the insured person will be indicated. • “OPTIONAL NONFORFEITURE BENEFIT SINGLE RIDER CHARGE”: The “Optional Nonforfeiture Benefit Rider” text, along with the “Single charge at issue” text, will be indicated if the rider is included; otherwise, the text will be excluded. If it is included, the actual rider charge applicable to the insured person will be indicated. • Please refer to provisions of the above listed Rider[s] for additional details on benefits and Rider Charges.”: This text appearing as the last sentence on the Contract Data Page contains the variable text of “Rider[s]”. If more than one rider is included, the word “Riders” will be indicated. If only the Rider for Long-Term Care Benefits is included, then the word “Rider” will be indicated.
LTC5000-01	ForeCare Fixed Annuity “Highlight Sheet”	1	<p>“Issue Ages / Amounts”: The issue ages and amounts are variable as follows:</p> <ul style="list-style-type: none"> • “Ages”: The variables for the issue ages will range from “age 50 to age 80”. The actual issue ages being marketed will be indicated within the range. • “Amounts”: The minimum and maximum amounts for a Single insured will range from Min. “ \$35,000 to \$400,000”. The actual amount being marketed will be indicated within the range. • “Amounts”: The minimum and maximum amounts for Joint Insureds will range from \$35,000 to \$600,000”. The actual amount being marketed will be indicated within the range.
LTC5000-01	ForeCare Fixed Annuity “Highlight Sheet”	1 and 2	The photograph/picture, logo, font size, colors, and format of the brochure are variable and may be changed.
LTC5001-01	ForeCare Fixed Annuity “Thinking Ahead”	“Facts At A Glance”	<p>“Issue Ages / Amounts”: The issue ages and amounts are variable as follows:</p> <ul style="list-style-type: none"> • “Ages”: The variables for the issue ages will range from “age 50 to age 80”. The actual issue ages being marketed will be indicated within the range. • “Min- Max: Single” Amounts: The minimum and maximum amounts for a Single

Forethought Life Insurance Company

Statement of Variability for Forms Series: LTC2000-01, LTC2001-01, LTC2002-01, LTC3000-01, LTC4000-01, LTC4001-01, LTC4002-01, FA1103DSPDA-01, LTC5000-01, and LTC5001-01

FORM NUMBER	FORM DESCRIPTION	SECTION/PAGE	VARIABLE TEXT
			<p>insured will range from Min. “ \$35,000 to \$400,000”. The actual amount being marketed will be indicated within the range.</p> <ul style="list-style-type: none"> • “Joint” Amounts: The minimum and maximum amounts for Joint Insureds will range from \$35,000 to \$600,000”. The actual amount being marketed will be indicated within the range.
LTC5001-01	ForeCare Fixed Annuity “Thinking Ahead”	All pages	The photographs/pictures, logo, font size, colors, and format of the brochure are variable and may be changed.

Certificate Summary

Statement of Benefit Information - Certificate Summary Rider for Long-Term Care Benefits Form Series LTCG2000-01

Participant: [Jane Doe]
Insured [Person]: [John Doe]
Insured Person [Gender/]Age: [Male/50]
Annuity Single Premium: [\$100,000]

Certificate Number: [1234567]
State of Issue: [Indiana]
Date Prepared: [January 1, 2011]

BENEFITS

RIDER RATE CLASSIFICATION: [Premier, Single life, Single Purchase]

RIDER FOR LONG-TERM CARE BENEFITS:

WAITING PERIOD [None]

[The Waiting Period shown must be satisfied for an Insured before Long-Term Care benefits become payable under the Rider for that Insured]

ELIMINATION PERIOD*

Elimination Period for Home Health Care Services Benefit: [None]
Elimination Period for Nursing Home Facility Services Benefit: [90 Days]
Elimination Period for Assisted Living Facility Services Benefit: [90 Days]
Elimination Period for Bed Reservation Services Benefit: [90 Days]
Elimination Period for Respite Care Services Benefit: [None]

SCHEDULED ACCELERATED BENEFIT PERIOD: [24 Months]

SCHEDULED EXTENDED BENEFIT PERIOD: [48 Months]

[OPTIONAL INFLATION PROTECTION BENEFIT RIDER: Included]

[OPTIONAL NONFORFEITURE BENEFIT RIDER: Included]

*The Elimination Period begins for all Covered Services when an Insured begins receiving any Qualified Long-Term Care Services other than Respite Care Services and ends when the Insured has been a Chronically Ill Individual for the number of days of service indicated above for the Elimination Period for the specified type of Covered Service. An Elimination Period may begin during the Waiting Period, if any.

RIDER SUMMARY

The following paragraphs in this section are a summary of the primary benefits provided by this Rider. Please read and review the entire Rider for Long-Term Care Benefits to fully understand the Long-Term Care Benefits available and all limitations and exclusions.

- This Rider provides for the monthly payment of Long-Term Care Benefits upon an Insured's receipt of Qualified Long-Term Care Services, subject to the applicable Elimination Period and Waiting Period, if any, while he or she is a Chronically Ill Individual. The Maximum Monthly Benefit is generally Your Certificate Value at the time Long-Term

Care Benefits begin for the claim, divided by the Scheduled Accelerated Benefit Period as shown on the Certificate Data Page of this Rider.

- During a period of claim, Monthly Benefit Payments are provided by this Rider up to the Maximum Monthly Benefit for the reimbursement of expenses for Qualified Long-Term Care Services incurred by an Insured. While an Insured is on claim, the Monthly Benefit Payments may continue until the full amount of Your Certificate Value and all of the Maximum Extended Benefits Amount has been paid out to the Participant. Monthly Benefit Payments are provided according to the Accelerated Benefits provision and the Extended Benefits provision.
- During a period of claim, Accelerated Benefits are payments of Long-Term Care Benefits to You that reduce Your Certificate Value, free of Withdrawal Charges and Market Value Adjustments, during the Accelerated Benefit Period. Your Certificate Value could be reduced to zero (0) as a result of the Accelerated Benefits having been fully paid. If an Insured continues to meet the eligibility for Long-Term Care Benefits under this Rider, Monthly Benefit Payments will continue to be provided up to the Maximum Monthly Benefit as Extended Benefits. Extended Benefits are payments of Long-Term Care Benefits to You by the Company during the Extended Benefit Period. Long-Term Care Benefits will cease once the Maximum Extended Benefits Amount payable under this Rider has been paid to You.

This Rider is made part of the Certificate to which it is attached. Except as stated in this Rider, this Rider is subject to all the terms, provisions and conditions of the Certificate.

TAX INFORMATION

The Rider for Long-Term Care Benefits is intended to be federally tax-qualified Long-Term Care insurance under section 7702B of the Internal Revenue Code of 1986, as amended (herein referred to as the "Code").

We consider Rider Charges for the Rider that are deducted from the Certificate, to be charges paid for tax qualified long term care coverage, which are excluded from gross income under section 72(e)(11) of the Code. We also consider the benefits paid under the Rider to be benefits payable from tax-Qualified Long-Term Care Insurance that generally should be excludable from gross income. **TAX TREATMENT OF LONG TERM CARE COVERAGE MAY CHANGE, AND YOU SHOULD ALWAYS CONSULT AND RELY ON THE ADVICE OF A QUALIFIED TAX ADVISOR.**

RIDER FOR LONG-TERM CARE BENEFITS - BENEFIT PAYMENTS

If the Insured continually meets the eligibility and conditions for payment as provided under the Eligibility for the Payment of Benefits and Conditions for Payment provisions in the Rider, Monthly Benefit payments will be paid under the Rider subject to the Waiting Period and Elimination Period, if any, as shown above under BENEFITS. Benefit payments made under the Rider are not subject to Withdrawal Charges or Market Value Adjustments.

[OPTIONAL INFLATION PROTECTION BENEFIT RIDER

The Optional Inflation Protection Benefit is provided only if: (1) It was elected to be included by the Participant in the Application; (2) It is shown as being included in the Certificate Data Page; (3) A single charge as shown on the Certificate Data Page is paid; and (4) The Rider for Long Term Care Benefits is in force under the Certificate.

The single charge for the Optional Inflation Protection Benefit Rider as shown in the Certificate Data Page for this Rider and is deducted from the Certificate Value on the Issue Date.

TERMINATION

The Optional Inflation Protection Benefit Rider cannot be terminated unless the Certificate or the Rider for Long-Term Care Benefits is terminated.

INFLATION PROTECTION BENEFIT

With the Optional Inflation Protection Rider, the Maximum Monthly Benefit is generally increased once annually by the greater of: (1) 5.0% of the prior Maximum Monthly Benefit; and (2) the annual rate of Certificate Value growth (ignoring Withdrawals) applied to the prior Maximum Monthly Benefit. The Maximum Monthly Benefit is reduced at the time of any Withdrawal in the same proportion that the Certificate Value is reduced at the time of that Withdrawal. Changes to the Maximum Extended Benefit Amount are calculated in a similar manner. Note that Monthly Benefit Payments and deductions for Rider Charges are not Withdrawals for the purposes of the Optional Inflation Protection Rider.]

[EFFECT OF THE OPTIONAL NONFORFEITURE BENEFIT RIDER

The Optional Inflation Protection Rider will terminate and the inflation protection benefit increases provided under the Optional Inflation Protection Benefit Rider will cease if: (1) the Optional Nonforfeiture Benefit Rider is included under the Certificate; and (2) the coverage provided under the Rider for Long-Term Care Benefits is continued under the Nonforfeiture Benefit.]

[OPTIONAL NONFORFEITURE BENEFIT RIDER

The Optional Nonforfeiture Benefit Rider is only provided under the Certificate if: (1) It was elected to be included by the Participant in the Application; (2) It is shown as being included in the Certificate Data Page; (3) A single charge as shown on the Certificate Data Page is paid for this Rider; and (4) The Rider for Long-Term Care Benefits has been in force and meets the conditions for Termination under that Rider for a reason other than death of the last surviving Insured, at which point the Rider for Long-Term Care Benefits will be deemed to be in paid-up status.

The single charge for The Optional Nonforfeiture Benefit Rider is deducted from the Certificate Value on the Issue Date.

NONFORFEITURE BENEFIT

After having been in force for three years, We will provide continuation of Qualified Long-Term Care Services coverage, but on a paid-up basis until the Shortened Benefit Period Pool has been exhausted if the Rider for Long-Term Care Benefits terminates for any reason, except when any one of the following are true: (1) The death of the last surviving Insured has occurred; or (2) The Maturity Date has occurred; or (3) The maximum Long-Term Care Benefits available under this Rider have been paid.

This Nonforfeiture Benefit will be payable: (1) Beginning immediately after the Elimination Period for the applicable Covered Service, if any, is satisfied and the Waiting Period, if any, is satisfied; and (2) In lieu of the benefits provided in the Rider for Long-Term Care Benefits.

SHORTENED BENEFIT PERIOD POOL

The amount of the Shortened Benefit Period Pool will be the greater of: (1) The Maximum Monthly Benefit applicable at the time of termination of the Rider for Long-Term Care Benefits; or (2) The sum of the following: (a) all monthly charges paid by the Participant for the Rider for Long-Term Care Benefits; (b) the single charge for the Optional Inflation Protection Benefit Rider, if included; and (c) the single charge for this Optional Nonforfeiture Benefit Rider.

The amount above will be reduced by the sum of all Extended Benefits previously paid under the Rider for Long-Term Care Benefits.

EFFECT OF THE OPTIONAL INFLATION BENEFIT RIDER

If the Optional Inflation Protection Benefit Rider is included under the Certificate, it will terminate and the inflation protection benefit increases provided under the Optional Inflation Protection Benefit Rider will cease if: (1) the Optional Nonforfeiture Benefit Rider is included under the Certificate; and (2) the coverage provided under the Rider for Long-Term Care Benefits is continued under the Optional Nonforfeiture Benefit Rider.]

EFFECT OF RIDER CHARGES AND BENEFIT PAYMENTS MADE UNDER THE RIDER FOR LONG-TERM CARE BENEFITS

When Rider Charges are assessed or Long-Term Care benefit payments are made under the Rider for Long-Term Care Benefits, the following benefits provided under the Certificate will be affected as indicated.

Effect on Death Benefit – The Death Benefit payable under the Certificate will be reduced by the Rider Charges and Accelerated Benefit payments made under the Rider.

Effect on Minimum Guaranteed Certificate Withdrawal Value – The Rider Charges for the Rider will reduce the Minimum Guaranteed Certificate Withdrawal Value as a rider charge per the calculations described in the Minimum Guaranteed Certificate Withdrawal Value section of the Certificate. The Minimum Guaranteed Certificate Withdrawal Value will be reduced by the Accelerated Benefit payments made under the Rider.

Effect on Certificate Value –The Certificate Value under the Certificate will be reduced by the amount of Rider Charges and Accelerated Benefit payments made under the Rider.

EFFECT OF CERTIFICATE PAYMENTS ON THE RIDER FOR LONG-TERM CARE BENEFITS

Effect of Death Benefit Payments – The death of the last surviving Participant will terminate the Rider, unless the Insured is the sole Primary Beneficiary and continues the Certificate in the Accumulation Period. Accelerated Benefits under the Rider for Qualified Long-Term Care Services received by the Insured prior to death of the Participant may be paid if the Long-Term Care Benefit payable under the Rider has not been exhausted, until a Beneficiary under the Certificate is first paid Death Benefits proceeds after electing one of the Death Benefit options under the Certificate. At that time Accelerated Benefits payable under this Rider will be reduced to zero, and no further Long-Term Care Benefits will be paid under this Rider.

Effect of Withdrawals – Withdrawals from the Certificate will reduce the Maximum Monthly Benefit under the Rider on a pro rata basis as follows. (1) If such Withdrawal occurs before Long-Term Care Benefits under the Rider begin, the Certificate Value is reduced by the Withdrawal Amount resulting from the Withdrawal and this reduced Certificate Value becomes the base on which the Maximum Monthly Benefit is calculated. (2) If such Withdrawal occurs after Long-Term Care Benefits under the Rider begin, the Certificate Value is reduced by the Withdrawal Amount resulting from the Withdrawal, and the Maximum Monthly Benefit is reduced as described in the Maximum Monthly Benefit Provision in the Rider. At any time the Maximum Monthly Benefit is recalculated, the Maximum Extended Benefits Amount is recalculated as the new Maximum Monthly Benefit multiplied by the Scheduled Extended Benefit Period shown on the Certificate Data Page.

Monthly Benefit Payments and deductions for Rider Charges are not Withdrawals for purposes of the Rider.

EXCLUSIONS AND LIMITATIONS

No payment will be made for any room and board, care, treatment, services, equipment or other items: (1) Provided by a member of an Insured's Immediate Family, unless: (a) He or she is a regular employee of the organization that is providing the services; and (b) Such organization receives payment for the services; and (c) He or she receives no compensation other than the normal compensation for employees in her or his job category; (2) For which no charge is normally made in the absence of insurance; (3) Provided outside of the United States of America, and its territories and possessions; (4) Provided by or in a Veterans Administration or federal government facility, unless required by law; (5) Due to an Insured's alcoholism or addiction to drugs or narcotics; but not addiction that results from the administration of those substances in accordance with the advice and written instructions of a duly licensed physician; or (6) Resulting, directly or indirectly, from: (a) War or act of war, whether declared or not; or (b) Attempted suicide or an intentionally self-inflicted injury.

RIDER RATE CHANGES

The Rider for Long-Term Care Benefits, and if included, Optional Inflation Protection Benefit Rider and Optional Nonforfeiture Benefit Rider are noncancellable. This means that We may not, on Our own, cancel or reduce coverage provided by these Riders, and We may not change the Rider Charges per dollar of Certificate Value for the Riders. Subject to the Rider Termination provisions, these Riders will remain in force for as long as the Certificate remains in force, and the required charges for this Rider are paid.

LONG-TERM CARE BENEFIT ILLUSTRATION**FORE CARE ANNUITY CURRENT VALUES**

[Year	Account Value (EOY)	Cash Surrender Value (EOY)	Death Benefit (EOY)	LTC Acceleration Benefit (EOY)	LTC Extension Benefit (EOY)	Total LTC Benefit (EOY)	Max Monthly LTC Benefit
1	\$102,640	\$94,429	\$102,640	\$102,640	\$205,280	\$307,920	\$4,277
2	\$105,350	\$96,922	\$105,350	\$105,350	\$210,699	\$316,049	\$4,390
3	\$108,131	\$100,562	\$108,131	\$108,131	\$216,262	\$324,393	\$4,505
4	\$110,986	\$104,326	\$110,986	\$110,986	\$221,971	\$332,957	\$4,624
5	\$113,916	\$108,220	\$113,916	\$113,916	\$227,831	\$341,747	\$4,746
6	\$116,923	\$112,246	\$116,923	\$116,923	\$233,846	\$350,769	\$4,872
7	\$120,010	\$116,409	\$120,010	\$120,010	\$240,019	\$360,029	\$5,000
8	\$123,178	\$120,714	\$123,178	\$123,178	\$246,356	\$369,534	\$5,132
9	\$126,430	\$125,166	\$126,430	\$126,430	\$252,860	\$379,290	\$5,268
10	\$129,768	\$129,768	\$129,768	\$129,768	\$259,535	\$389,303	\$5,407
11	\$133,194	\$133,194	\$133,194	\$133,194	\$266,387	\$399,581	\$5,550
12	\$136,710	\$136,710	\$136,710	\$136,710	\$273,420	\$410,129	\$5,696
13	\$140,319	\$140,319	\$140,319	\$140,319	\$280,638	\$420,957	\$5,847
14	\$144,023	\$144,023	\$144,023	\$144,023	\$288,047	\$432,070	\$6,001
15	\$147,826	\$147,826	\$147,826	\$147,826	\$295,651	\$443,477	\$6,159
16	\$151,728	\$151,728	\$151,728	\$151,728	\$303,456	\$455,185	\$6,322
17	\$155,734	\$155,734	\$155,734	\$155,734	\$311,468	\$467,201	\$6,489
18	\$159,845	\$159,845	\$159,845	\$159,845	\$319,690	\$479,536	\$6,660
19	\$164,065	\$164,065	\$164,065	\$164,065	\$328,130	\$492,195	\$6,836
20	\$168,396	\$168,396	\$168,396	\$168,396	\$336,793	\$505,189	\$7,017
30	\$218,524	\$218,524	\$218,524	\$218,524	\$437,048	\$655,572	\$9,105
40	\$283,574	\$283,574	\$283,574	\$283,574	\$567,147	\$850,721	\$11,816
50	\$367,987	\$367,987	\$367,987	\$367,987	\$735,973	\$1,103,960	\$15,333
60	\$477,528	\$477,528	\$477,528	\$477,528	\$955,055	\$1,432,583	\$19,897
70	\$619,677	\$619,677	\$619,677	\$619,677	\$1,239,353	\$1,859,030	\$25,820
71	\$636,036	\$636,036	\$636,036	\$636,036	\$1,272,072	\$1,908,108	\$26,501]

FORECARE ANNUITY GUARANTEED VALUES

[Year	Account Value (EOY)	Cash Surrender Value (EOY)	Death Benefit (EOY)	LTC Acceleration Benefit (EOY)	LTC Extension Benefit (EOY)	Total LTC Benefit (EOY)	Max Monthly LTC Benefit
1	\$100,100	\$92,092	\$100,100	\$100,100	\$200,200	\$300,300	\$4,171
2	\$100,200	\$92,184	\$100,200	\$100,200	\$200,400	\$300,600	\$4,175
3	\$100,300	\$93,279	\$100,300	\$100,300	\$200,601	\$300,901	\$4,179
4	\$100,401	\$94,377	\$100,401	\$100,401	\$200,801	\$301,202	\$4,183
5	\$100,501	\$95,476	\$100,501	\$100,501	\$201,002	\$301,503	\$4,188
6	\$100,602	\$96,577	\$100,602	\$100,602	\$201,203	\$301,805	\$4,192
7	\$100,702	\$97,681	\$100,702	\$100,702	\$201,404	\$302,106	\$4,196
8	\$100,803	\$98,787	\$100,803	\$100,803	\$201,606	\$302,408	\$4,200
9	\$100,904	\$99,895	\$100,904	\$100,904	\$201,807	\$302,711	\$4,204
10	\$101,005	\$101,005	\$101,005	\$101,005	\$202,009	\$303,014	\$4,209
11	\$101,106	\$101,106	\$101,106	\$101,106	\$202,211	\$303,317	\$4,213
12	\$101,207	\$101,207	\$101,207	\$101,207	\$202,413	\$303,620	\$4,217
13	\$101,308	\$101,308	\$101,308	\$101,308	\$202,616	\$303,923	\$4,221
14	\$101,409	\$101,409	\$101,409	\$101,409	\$202,818	\$304,227	\$4,225
15	\$101,511	\$101,511	\$101,511	\$101,511	\$203,021	\$304,532	\$4,230
16	\$101,612	\$101,612	\$101,612	\$101,612	\$203,224	\$304,836	\$4,234
17	\$101,714	\$101,714	\$101,714	\$101,714	\$203,427	\$305,141	\$4,238
18	\$101,815	\$101,815	\$101,815	\$101,815	\$203,631	\$305,446	\$4,242
19	\$101,917	\$101,917	\$101,917	\$101,917	\$203,834	\$305,752	\$4,247
20	\$102,019	\$102,019	\$102,019	\$102,019	\$204,038	\$306,057	\$4,251
30	\$103,044	\$103,044	\$103,044	\$103,044	\$206,088	\$309,132	\$4,293
40	\$104,079	\$104,079	\$104,079	\$104,079	\$208,158	\$312,237	\$4,337
50	\$105,124	\$105,124	\$105,124	\$105,124	\$210,249	\$315,373	\$4,380
60	\$106,180	\$106,180	\$106,180	\$106,180	\$212,361	\$318,541	\$4,424
70	\$107,247	\$107,247	\$107,247	\$107,247	\$214,494	\$321,741	\$4,469
71	\$107,354	\$107,354	\$107,354	\$107,354	\$214,709	\$322,063	\$4,473]

This Statement of Benefit Information – Certificate Summary is only a brief summary of the long-term care benefits provided under the Certificate. Please read the Certificate and Riders for complete benefit information.