

SERFF Tracking Number: TCRE-127035788 State: Arkansas  
 Filing Company: TIAA-CREF Life Insurance Company State Tracking Number: 47988  
 Company Tracking Number:  
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium  
 Product Name: IVA Partial Annuitization Endorsement  
 Project Name/Number: /

## Filing at a Glance

Company: TIAA-CREF Life Insurance Company

Product Name: IVA Partial Annuitization SERFF Tr Num: TCRE-127035788 State: Arkansas

Endorsement

TOI: A03I Individual Annuities - Deferred SERFF Status: Closed-Approved- State Tr Num: 47988  
 Variable Closed

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num:

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Author: Michele Kahn

Disposition Date: 02/24/2011

Date Submitted: 02/15/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Filing is being done in all states simultaneously.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 02/24/2011

State Status Changed: 02/24/2011

Deemer Date:

Created By: Michele Kahn

Submitted By: Michele Kahn

Corresponding Filing Tracking Number:

Filing Description:

Attached for your approval is an endorsement to our Intelligent Variable annuity (IVA) contract, TIAA-CREF Life Insurance Company form TCL-VA2.

Due to recent regulatory changes in connection with partial annuitization of nonqualified deferred annuity accumulations, this endorsement has been developed to allow for partial annuitization of the contract accumulation. The new legislation enables contractholders to have the benefits of the exclusion ration, even when less than the full contract is annuitized. The endorsement revises all provisions of the contracted that need to be restated to accommodate the possibility that the contract could be annuitized in part. This endorsement will be sent to inforce participants and will be used with new

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issues of the IVA contract.

A certification of readability is not included as this product is a security subject to federal jurisdiction.

This endorsement does not replace any existing form.

This form will be pre-printed or laser emitted with identical language approved by the Department. We reserve the right to change the book-turn duplex printing, pagination, location of print lines and words, signature graphics, and the type of font (but not point size to less than 10) of these forms without resubmitting for approval.

We would like to implement this form as soon as possible. If you have any questions about this form or if there is anything we can do to make your review easier, please call me at 800-842-2733, extension 23-5339.

Thank you for your consideration of this submission.

## Company and Contact

### Filing Contact Information

Michele Kahn, Actuary  
730 Third Avenue  
(730/3/32)  
New York, NY 10017  
mikahn@tiaa-cref.org  
800-842-2733 [Phone] 5339 [Ext]  
212-916-5903 [FAX]

### Filing Company Information

TIAA-CREF Life Insurance Company  
730 Third Avenue  
New York, NY 10017  
(212) 490-9000 ext. [Phone]  
CoCode: 60142  
Group Code: 1216  
Group Name: TIAA-CREF  
FEIN Number: 13-3917848  
State of Domicile: New York  
Company Type: L&H  
State ID Number:

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## Filing Fees

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

SERFF Tracking Number: TCRE-127035788 State: Arkansas  
Filing Company: TIAA-CREF Life Insurance Company State Tracking Number: 47988  
Company Tracking Number:  
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium  
Product Name: IVA Partial Annuitization Endorsement  
Project Name/Number: /

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
TIAA-CREF Life Insurance Company	\$50.00	02/15/2011	44710446

SERFF Tracking Number: TCRE-127035788 State: Arkansas  
Filing Company: TIAA-CREF Life Insurance Company State Tracking Number: 47988  
Company Tracking Number:  
TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium  
Product Name: IVA Partial Annuitization Endorsement  
Project Name/Number: /

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	02/24/2011	02/24/2011

*SERFF Tracking Number:*      *TCRE-127035788*                      *State:*                      *Arkansas*  
*Filing Company:*              *TIAA-CREF Life Insurance Company*              *State Tracking Number:*      *47988*  
*Company Tracking Number:*  
*TOI:*                      *A031 Individual Annuities - Deferred Variable*      *Sub-TOI:*                      *A031.002 Flexible Premium*  
*Product Name:*              *IVA Partial Annuitization Endorsement*  
*Project Name/Number:*      /

## **Disposition**

Disposition Date: 02/24/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.



SERFF Tracking Number: TCRE-127035788 State: Arkansas  
 Filing Company: TIAA-CREF Life Insurance Company State Tracking Number: 47988  
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 TOI: A031 Individual Annuities - Deferred Variable Sub-TOI: A031.002 Flexible Premium  
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## Form Schedule

Lead Form Number: TCL-PART-END

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	TCL-PART-END	Policy/Cont Endorsement to ract/Fratern Intelligent Variable al Annuity Contract Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			TCL-PART-END.pdf

**TIAA-CREF Life Insurance Company**  
730 Third Avenue, New York, N.Y. 10017-3206  
Telephone: [877-694-0305]

**Endorsement to Intelligent Variable Annuity Contract**

This endorsement adds to and/or modifies the provisions of your TIAA-CREF Intelligent Variable Annuity Contract and becomes part of it. Please read this endorsement and attach it to your contract.

*The second paragraph of the **General Description** section is replaced with the following:*

You may withdraw all or part of your contract accumulation.

*The first sentence of the fifth paragraph of the **General Description** section is replaced with the following:*

If the annuitant or either owner dies while there is a contract accumulation available under your contract, we will pay a death benefit

*The **Annuity Starting Date** section is replaced with the following:*

The **Annuity Starting Date** is the date on which you begin to receive income benefits under an income option.

*The **Beneficiaries** section is replaced with the following:*

**Beneficiaries** are persons you name, in a form satisfactory to us, to

- A) receive the death benefit as death benefit payees if either owner dies while there is a contract accumulation available under your contract and the annuitant is alive; or
- B) become owners, and receive any benefits remaining due as owners under any income option, if the last surviving owner has died.

At any time you may name, change, add or delete beneficiaries, by written notice to us, as explained in section 62 of your contract.

You can name two **classes of beneficiaries**, primary and contingent, which set the priority of payment or ownership. Any surviving primary beneficiaries become your “beneficiaries.” If no primary beneficiary survives, your “beneficiaries” are the surviving contingent beneficiaries. If a class contains more than one person, the then-living persons in the class will receive the death benefit or become owners in equal shares, unless you provide otherwise. The shares of any beneficiaries in a class who do not survive will be allocated in equal shares to the beneficiaries in such class who do survive, even if you’ve provided for these beneficiaries to receive unequal shares.

**No living beneficiaries.** If the death benefit becomes available while the annuitant is alive, and none of the beneficiaries you named is alive, or you never named a beneficiary, the death benefit will be paid to the surviving owner, if any, or else to the estate of the last surviving owner.

If the last surviving owner dies while payments remain due under an income option and if none of the beneficiaries you named is alive after the death of the last surviving owner, or you never named a beneficiary, the commuted value of any income benefits remaining under such income option due will be paid to the estate of the last surviving owner in one sum.

**Payments after the death of a beneficiary.** Any periodic payments or other amounts remaining due after the death of a beneficiary during a guaranteed or fixed period will be paid to the person named by you or the beneficiary to receive them, by written notice to us, as explained in section 62 of your contract. The commuted value of these payments may be paid in one sum unless we are directed otherwise.

If no one has been named to receive these payments, or if no one so named is living at the death of the beneficiary, the commuted value will be paid in one sum to the beneficiary’s estate.

If a person receiving these payments dies before the end of the guaranteed or fixed period, the commuted value of any payments still due that person will be paid to any other person named to

receive it. If no one has been so named, the commuted value will be paid to the estate of the last person who was receiving these payments.

*The first paragraph of the **Death Benefit Payees** section is replaced with the following:*

The **Death Benefit Payees** are persons or entities that receive the death benefit. If either owner dies while there is still a contract accumulation available under your contract, the beneficiaries will be the death benefit payees. If the annuitant dies before either owner, and the annuitant is not the owner, the owner(s) will be the death benefit payee(s).

*The second sentence of the **Income Benefit** section is replaced with the following:*

The first payment will be payable as of the annuity starting date for that income option.

*The **Protection Against Contract Termination or Forfeiture** section is replaced with the following:*

**Protection Against Contract Termination or Forfeiture.** No additional premiums are required. Your rights under this contract will remain in force after the first premium has been paid, if:

- your contract accumulation is at least \$2,000, or
- the total premiums paid reduced by any withdrawals or by any income benefits is at least \$2,000, or
- you have an active income option in the process of payment, or
- any premiums have been paid within the prior two years.

If none of the above conditions is true, we may pay you your contract accumulation and terminate this contract.

*The first sentence of the **Premiums** section is replaced with the following:*

**Premiums** for this contract may be paid while there is a contract accumulation under your contract and may be in any amount not less than \$50.

*The third sentence of the **Contract Accumulation** section is replaced with the following:*

Once your entire contract accumulation has been applied to begin payment of an income benefit or death benefit, we will have fulfilled all obligations concerning your contract accumulation.

*The **Number of Accumulation Units** section is replaced with the following:*

**Number of Accumulation Units.** The number of your accumulation units in an investment account will be increased by:

- A) any premiums you allocate to that account; and
- B) any transfers you make to that account;

and will be decreased by:

- C) any deductions of premium taxes incurred by us for your account accumulation; and
- D) any withdrawals you make from your accumulation in that account; and
- E) any transfers you make from that account to another account; and
- F) any portion of your contract accumulation applied to purchase an income benefit; and
- G) any portion of the death benefit paid; and
- H) any maintenance charges that have been deducted from that account; and
- I) any redemption charges imposed by the fund underlying the account.

The increase or decrease in the number of your accumulation units on any valuation day is equal to the net dollar value of all transactions divided by the value of the applicable accumulation unit as of the end of the valuation day.

If a different separate account charge becomes applicable to your contract as described in section

73 of your contract, your accumulation units in each account will be converted to different units applicable to your then current separate account charge. The number of your new accumulation units in each investment account will be that which results in no change to that investment account accumulation due to the conversion.

*The following is added to the first paragraph of the **Payment of the Income Benefit** section:*

If your contract accumulation is less than or equal to \$25,000 and you want to begin receiving income, you must convert your entire contract accumulation to annuity income. If your contract accumulation is greater than \$25,000 and you want to begin receiving income, you must convert at least \$25,000 of your contract accumulation to annuity income.

*The **Amount of the Income Benefit** section is replaced with the following:*

The **Amount of the Income Benefit** payable from the fixed account as of the annuity starting date for the income benefit will be determined by:

- A) the amount of accumulation applied to the fixed account;
- B) the rates specified in the rate schedule;
- C) the income option and payment frequency you choose;
- D) if you choose a one-life annuity, the annuitant's age; and
- E) if you choose a two-life annuity, the annuitant's age and the second annuitant's age.

*The **Starting the Income Benefit** section is replaced with the following:*

**Starting the Income Benefit.** An income benefit will be effective and payments will begin as of the scheduled annuity starting date for that income option if the primary owner, joint owner (if any), and the annuitant are then living and:

- A) you have chosen one of the income options set forth in section 40 of your contract; and
- B) if you choose a one-life annuity, we have received due proof of the annuitant's age; and
- C) if you choose a two-life annuity, we have received due proof of the annuitant's age and the second annuitant's age.

You may change the annuity starting date for an income option by written notice to us prior to the scheduled date, as explained in section 62 of your contract. You may change the annuity starting date to the first of any month at least ten days following the date of the change, but not to a month:

- A) earlier than fourteen months after the date of issue shown on page 3 of your contract; or
- B) later than the earliest calendar month containing the annuitant's or either owner's 90<sup>th</sup> birthday.

If you have a contract accumulation for which you have not chosen an annuity starting date prior to the first of the earliest month in which the annuitant or either owner turns age 90, you will be deemed to have chosen that date as the annuity starting date for such remaining contract accumulation.

*The second sentence of the first paragraph of the **Income Options** section is replaced with the following:*

You may choose one of the income options listed in section 40 of your contract any time that there is a contract accumulation available under your contract.

*The last paragraph of the **Income Options** section is replaced with the following:*

**Automatic Election Provision.** If, as of the latest annuity starting date determined in accordance with the Starting the Income Benefit section above, you have not chosen one of the income options described in your contract, you will be deemed to have chosen a one-life annuity with a ten-year guaranteed period, or a shorter period if required to meet federal tax law.

The ***Distribution Requirements upon Death of the Owner(s)*** section is replaced with the following:

**Distribution Requirements upon the Death of the Owner(s).** If the last surviving owner dies while income benefits remain due, any income benefit remaining due must be distributed at least as rapidly as under the income option on which the income payments were being made as of the date of death.

The first sentence of the ***Availability of the Death Benefit*** section is replaced with the following:

**Availability of the Death Benefit.** Death benefits become payable to the death benefit payee, if the annuitant or either owner dies while there is a contract accumulation available under your contract.

The ***Guaranteed Minimum Death Benefit*** section is replaced with the following:

If you chose the **Guaranteed Minimum Death Benefit** option upon issue of your contract, then the excess of the guaranteed minimum death benefit over your contract accumulation on the first death benefit payable date will be added to the death benefit. This amount is added only on the first death benefit payable date, even if many death benefit payees are to receive portions of the death benefit.

The guaranteed minimum death benefit as of any valuation day is equal to the sum of all premiums credited less the adjusted sum of any withdrawals made and the adjusted value of any accumulations applied to provide income benefits (annuitizations).

The adjusted sum of withdrawals is the sum of the products of each withdrawal multiplied by the greater of 1 and the ratio of A to B, where:

- A is the value of the guaranteed minimum death benefit on the valuation day preceding the withdrawal, and
- B is the contract accumulation on the valuation day of the withdrawal, excluding the effect of any transactions on that day.

The adjusted sum of annuitizations is the sum of the products of each such annuitization multiplied by the greater of 1 and the ratio of C to D, where:

- C is the value of the guaranteed minimum death benefit on the valuation day preceding the annuitization, and
- D is the contract accumulation on the valuation day of the annuitization, excluding the effect of any transactions on that day.

Multiple withdrawals and/or annuitizations made on any single day will be aggregated for the purpose of this calculation.

The annual charge for the guaranteed minimum death benefit option is shown in section 74 of your contract

The ***Transfers*** section is replaced with the following:

**Transfers.** After the end of the right to examine period, and while you have a contract accumulation under this contract, you may transfer accumulations from any investment account under this contract. A transfer must be at least \$250 or the entire account accumulation.

Any request to transfer accumulations must be in a form acceptable to us.

The ***Withdrawals*** section is replaced with the following:

**Withdrawals.** After the end of the right to examine period, and while you have a contract accumulation under this contract, you may withdraw accumulations from any investment account under this contract. A withdrawal must be at least \$1,000 or the entire account accumulation. If a withdrawal would cause the contract accumulation to fall below \$1,000, the amount of the withdrawal will be changed to the entire contract accumulation.

## Endorsement to Your TIAA-CREF Intelligent Variable Annuity Contract

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Any withdrawal request must be made by written notice to us as explained in section 62 of your contract. If your entire contract accumulation is withdrawn, all obligations of TIAA-CREF Life to you concerning your contract accumulation are fulfilled.

*The first sentence of the **Automatic Account Rebalancing** section is replaced with the following:*

While you have a contract accumulation under this contract, you may enroll in automatic account rebalancing.

*The first sentence of the **Reports** section is replaced with the following:*

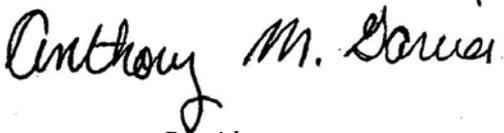
At least once each year while you have a contract accumulation under this contract, we will provide you with a report for the calendar year just ended.

*The **Assignment** provision is replaced with the following:*

Subject to our prior approval, you may assign this contract only to the extent that there is a contract accumulation available under this contract and only in connection with that contract accumulation. We assume no responsibility for the validity of any such assignment, nor will we be charged with notice of any assignment unless it is in writing and has been received and approved by us. We reserve the right to refuse such assignments or other transfers at anytime on a non-discriminatory basis. The rights of the owner(s), annuitant, any second annuitant, any beneficiaries and any other person to receive benefits under this contract will be subject to the terms of any assignment. You should consult your tax advisor before making any assignment of this contract.

Payments made under an income option may not be assigned.

  
Corporate Secretary

  
President  
& Chief Executive Officer