

SERFF Tracking Number: AEGA-127051997 State: Arkansas
Filing Company: Transamerica Life Insurance Company State Tracking Number: 48215
Company Tracking Number: RGMB 42 0511
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: RGMB 42 0511
Project Name/Number: Flexible Premium Variable Annuity Rider/RGMB 42 0511

Filing at a Glance

Company: Transamerica Life Insurance Company

Product Name: RGMB 42 0511 SERFF Tr Num: AEGA-127051997 State: Arkansas
TOI: A02.11 Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 48215
Variable and Variable Closed
Sub-TOI: A02.11.002 Flexible Premium Co Tr Num: RGMB 42 0511 State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird
Author: Laurie Bascom Disposition Date: 03/15/2011
Date Submitted: 03/10/2011 Disposition Status: Approved-Closed
Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: Flexible Premium Variable Annuity Rider
Project Number: RGMB 42 0511
Requested Filing Mode: Review & Approval
Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:

Status of Filing in Domicile: Pending
Date Approved in Domicile:
Domicile Status Comments:
Market Type: Individual
Individual Market Type:
Filing Status Changed: 03/15/2011
State Status Changed: 03/15/2011
Created By: Laurie Bascom
Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: Laurie Bascom

Filing Description:

Life and Health Division

Arkansas Insurance Department

1200 West Third Street

Little Rock, AR 72201

Attn: Policy Examination Division (Life & Annuity)

Re: Transamerica Life Insurance Company

NAIC # 468 – 86231

SERFF Tracking Number: AEGA-127051997 State: Arkansas
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RGMB 42 0511 – Flexible Premium Variable Annuity Rider
SERFF Tracking #: AEGA-127051997

Dear Sir or Madam:

Please find attached the above referenced rider for your review and approval. This is a new form and is not intended to replace any form previously approved by your Department. This is an optional rider for use with new issues of policy form AV1114 101 185 104 approved by your Department on 02/05/2004 and application form number DWS-APP 06/11 (NIC) approved by your Department on 02/25/2011. These riders will be issued in qualified and non-qualified markets.

This rider offers a Guaranteed Lifetime Withdrawal Benefit that is available to the policyholder when they purchase this rider. The policyholder has the option to elect additional features on this rider as outlined on the cover sheets included with this filing. The attached cover sheets outline the language that varies dependent solely upon the features the policyholder elects. Statements of variability that outline the items bracketed are also attached.

The rider will be terminated upon the annuitant's death, when the policy is annuitized, or when the policy is surrendered. The owner can terminate this rider within 30 days after the fifth rider anniversary and every fifth rider anniversary thereafter. The rider will be terminated if it is assigned or if the owner is changed without prior Company approval. Also, the rider must be terminated if funds are transferred out of the designated allocation models while the rider is in force. Termination of the rider will result in the loss of all benefits provided by the rider.

Please note the paper and font of the attached rider print may change in the future. You have our assurances the form will contain the same language as approved by your department.

We would appreciate your review and approval of this form.

Sincerely,

Transamerica Life Insurance Company

Laurie Bascom
Filing Analyst II
TCM Regulatory Filing Dept.
Phone: 319-355-6813
Fax: 319-355-6820
Email: lbascom@aegonusa.com

SERFF Tracking Number: AEGA-127051997 State: Arkansas
 Filing Company: Transamerica Life Insurance Company State Tracking Number: 48215
 Company Tracking Number: RGMB 42 0511
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
 Variable and Variable
 Product Name: RGMB 42 0511
 Project Name/Number: Flexible Premium Variable Annuity Rider/RGMB 42 0511

P.S. This form was approved by Iowa, our home state, on _____, or is concurrently submitted.

Company and Contact

Filing Contact Information

Laurie Bascom, Forms Filing Analyst II lbascom@aegonusa.com
 4333 Edgewood Road, NE 319-355-6813 [Phone]
 Cedar Rapids, IA 52499 319-355-6820 [FAX]

Filing Company Information

Transamerica Life Insurance Company CoCode: 86231 State of Domicile: Iowa
 4333 Edgewood Road, NE Group Code: 468 Company Type:
 Cedar Rapids, IA 52499 Group Name: State ID Number:
 (319) 355-8511 ext. [Phone] FEIN Number: 39-0989781

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: 1 form X \$50/form
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Transamerica Life Insurance Company	\$50.00	03/10/2011	45439199

SERFF Tracking Number: AEGA-127051997 *State:* Arkansas
Filing Company: Transamerica Life Insurance Company *State Tracking Number:* 48215
Company Tracking Number: RGMB 42 0511
TOI: A02.11 Individual Annuities- Deferred Non- *Sub-TOI:* A02.11.002 Flexible Premium
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Product Name: RGMB 42 0511
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Disposition

Disposition Date: 03/15/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AEGA-127051997 State: Arkansas
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statements of Variability		Yes
Form	Flexible Premium Variable Annuity Rider		Yes

SERFF Tracking Number: AEGA-127051997 State: Arkansas
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Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	RGMB 42 0511	Policy/Contract/Fraternal Rider Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		50.000	RGMB 42 0511 - Single.pdf RGMB 42 0511 - Joint.pdf



TRANSAMERICA LIFE INSURANCE COMPANY

A Stock Company (Hereafter called the Company, we, our or us)

Home Office:
4333 Edgewood Road N.E.
Cedar Rapids, Iowa 52499
(319)355-8511

[RETIREMENT INCOME CHOICE® 1.5] RIDER

This rider is issued as a part of the policy (contract) to which it is attached. Policy refers to the individual policy if the rider is attached to an individual annuity or the group certificate if the rider is attached to a group annuity.

All provisions of the policy that do not conflict with this rider apply to this rider. In the event of any conflict between the provisions of this rider and the provisions of the policy, the provisions of this rider shall prevail over the provisions of the policy.

Rider Data Specification

Policy Number:	12345
Rider Date:	03/01/2011
Growth Rate Percentage:	5.00%
Rider Fee Percentages:	
Designated Allocation Model A:	1.40%
Designated Allocation Model B:	1.00%
Designated Allocation Model C:	0.45%
Annuitant:	John Doe
Annuitant's Issue Age/Sex:	35 / Male

ARTICLE I

You may cancel this rider before midnight of the thirtieth calendar day after you received it and no rider fees will be assessed.

If you elect this rider, 100% of your policy value must be invested in one of the designated allocation models, designated for use with this rider.

You can generally transfer between the designated allocation models as permitted under your policy; however, you cannot allocate policy value to an investment option outside of the designated allocation models while this rider is in force. If the designated allocation model in which your policy value is allocated is no longer available, you will be required to reallocate 100% of your policy value from that allocation model to a different designated allocation model in order to keep the guarantees of this rider. Failure to reallocate to a different designated allocation model will result in termination of this rider, as described in Article IV. Also, if you wish to transfer any of your policy value to an investment option outside of the designated allocation models, you must terminate this rider prior to making the transfer.

The Company will automatically rebalance amounts among investment options within the designated allocation models to maintain the allocations of the policy value among the required investment options. Rebalancing will occur on a [monthly] basis. Failure to be enrolled in [monthly] asset rebalancing can result in termination of this rider. The dollar cost averaging option is not available with this rider.

DEFINITIONS:

Terms used that are not defined in this rider shall have the same meaning as those in your policy.

Designated Allocation Models

Asset allocation models authorized for use with this rider and identified by us as designated allocation models.

ARTICLE I CONTINUED

Excess Withdrawal

The excess of a gross partial withdrawal over the rider withdrawal amount remaining prior to the withdrawal, if any.

Gross Partial Withdrawal

The amount which will be deducted from your policy value as a result of each partial withdrawal.

Rider Anniversary

The anniversary of the rider date.

Rider Fee

The fees charged for the benefits under this rider. The fees will be charged on a rider quarterly basis by the Company.

Rider Monthiversary

The same calendar day of the month as the rider date, or the next business day if our Administrative Office or the New York Stock Exchange are closed. If a certain date does not exist in a given month, the first day of the following month will be used.

Rider Quarter

Each three-month period beginning on the rider date.

Rider Quartersiversary

The same calendar day of each rider quarter as the rider date, or the next business day if our Administrative Office or the New York Stock Exchange are closed. If a certain date does not exist in a given month, the first day of the following month will be used.

Rider Withdrawal Amount

The maximum amount that can be withdrawn from the policy each rider year without causing an excess withdrawal under the terms of this rider and thus reducing the withdrawal base. This amount will change if the withdrawal base changes.

Rider Year

Each twelve-month period following the rider date.

Withdrawal Base

The amount used to calculate the rider withdrawal amount and the rider fee. This amount cannot be taken as a lump sum.

ARTICLE II

RIDER FEES

The rider fee is deducted on the rider quartersiversary in arrears. The fee is calculated and stored at issue and at each subsequent rider quarter for the upcoming quarter. Fees will be deducted automatically from each investment option on a pro rata basis. The annual fee percentages for each designated allocation model are shown on page 1, in the Rider Data Specification section. The rider fee percentage will not change during the [first] rider year, and will only change thereafter due to an automatic step-up. You will be notified of any increase in the rider fee percentage. A portion of this fee will also be deducted when the rider is terminated based on the number of days that have elapsed since the previous rider quarter.

The stored fee will be adjusted for new deposits, transfers among designated allocation models and excess withdrawals made during the rider quarter.

The quarterly fee is calculated as follows:

Multiply (1) by (2) by (3).

- 1) Withdrawal Base;
- 2) Designated allocation model rider fee percentage (based upon the designated allocation model chosen at the time of the quarterly fee calculation);
- 3) Number of days remaining in the rider quarter divided by the number of days within the applicable rider year.

Please see the Appendix attached to this rider which illustrates how the rider fee is calculated.

ARTICLE III

GUARANTEED LIFETIME WITHDRAWAL BENEFIT

Under this rider, we guarantee that you can receive up to the rider withdrawal amount each rider year, regardless of the policy value, (first as withdrawals from your policy value and, if necessary, as payments from us) until the annuitant's death.

The withdrawal percentage is determined by the attained age (age at last birthday) of the annuitant at the time of the first withdrawal of any amount from the policy value taken on or after the rider anniversary following the annuitant's [59th] birthday. Once the withdrawal percentage is established, it may only be changed by an automatic step-up. Upon automatic step-up, the withdrawal percentage will be reset based on the attained age at the time of the automatic step-up. The withdrawal percentages are shown in the table below.

<u>Attained Age</u>	<u>Withdrawal Percentage</u>
0 - 58	0.0%
59 - 64	4.0%
65 - 74	5.0%
75 +	6.0%

If the annuitant is not yet [59] on the rider date, the withdrawal percentage will be zero until the rider anniversary following the annuitant's [59th] birthday. Withdrawals prior to age 59 1/2 will be subject to the 10% penalty tax.

Withdrawals will reduce the policy value of the policy to which this rider is attached. If the policy value equals zero, you cannot make subsequent premium payments and all other policy features, benefits and guarantees are no longer available. Also, if the policy value equals zero, you will need to request payments by selecting the amount and frequency in accordance with the policy provisions to which this rider attaches, equal to the rider withdrawal amount. Once the payment amount and frequency are established, they cannot be changed and no additional withdrawals will be allowed.

ISSUE AGE AND SURVIVAL

The benefits under this rider depend on the annuitant being alive at the time of withdrawal and the amount of the benefit depends on the issue age of the annuitant. Proof of survival and the issue ages may be required by the Company.

If the annuitant's age has been misstated, this rider's fees and benefits will be adjusted to the amounts which would have been calculated for the correct age. However, if this rider would not have been issued had the age not been misstated, the rider is treated as if it never existed, and any fees charged for this rider would be returned. If withdrawals under the provisions of the rider have already commenced and the misstatement caused the rider withdrawal amount to be overstated, any withdrawal in excess of the correct rider withdrawal amount will be considered an excess withdrawal and will impact the withdrawal base and rider withdrawal amount. If overpayments occurred when the sum of the accumulated values in all the investment options was zero, the amount of that overpayment will be deducted from one or more future payments until this amount is paid in full.

RIDER WITHDRAWAL AMOUNT

The rider withdrawal amount will be equal to the greater of 1) and 2), where:

- 1) is the withdrawal percentage multiplied by the withdrawal base;
- 2) is an amount equal to the minimum required distribution amount, if any. Prior to the 1st rider anniversary, this amount is based on the initial policy value on the rider date. After this time, the minimum required distribution is calculated based on the rules established by the IRS. The minimum required distribution may only be used if all of the following are true:
 - A) the policy to which this rider is attached is a tax-qualified policy for which IRS minimum required distributions are required,
 - B) the minimum required distributions do not start prior to the annuitant's attained age 70 1/2,
 - C) the minimum required distributions are based on either the Uniform Lifetime table or the Joint Life and Last Survivor Expectancy table,
 - D) the minimum required distributions are based on age of the living annuitant. The minimum required distributions can not be based on the age of someone who is deceased,
 - E) the minimum required distributions are based only on the policy to which this rider is attached, and
 - F) the minimum required distributions are only for the current rider year. Amounts carried over from past rider years are not considered.

ARTICLE III CONTINUED

If any of the above are not true, then 2) is equal to zero and it is not available as a rider withdrawal amount.

If you withdraw less than the rider withdrawal amount in a rider year, the unused portion cannot be carried over to the next rider year.

WITHDRAWAL BASE

The withdrawal base is used to calculate the rider withdrawal amount. On the rider date, the initial withdrawal base is equal to the policy value (less any premium enhancements if the rider is added in the first policy year). During any rider year, the withdrawal base is increased by subsequent premium payments (not including premium enhancements, if any), and is reduced for excess withdrawals.

On each rider anniversary, the withdrawal base will be set to the greatest of:

- 1) The current withdrawal base;
- 2) The policy value on the rider anniversary;
- 3) The highest policy value on a rider [monthiversary] for the current rider year; or
- 4) The current withdrawal base immediately prior to rider anniversary processing increased by the growth rate percentage.

Item 3) above will be zero if there have been any excess withdrawals in the current rider year. Item 4) above will be zero after the [10th] rider anniversary or if there have been any withdrawals in the current rider year.

AUTOMATIC STEP-UP FEATURE

The rider receives an automatic step-up on the rider anniversary if the withdrawal base is set equal to the policy value or the highest policy value on a rider [monthiversary]. This feature does not require the termination of the existing rider. This rider will continue with the same rider date and features. The rider fee and withdrawal percentages may be changed due to an automatic step-up. Beginning with the [first] rider anniversary, the rider fee percentage may be increased if there is an automatic step-up, but will not increase more than [0.75%] from the initial rider fee percentages shown on page 1.

You have the right to reject an automatic step-up within [30] days following a rider anniversary, if the rider fee percentage increases. If you reject an automatic step-up, you must notify us in a manner which is acceptable to us, however you are eligible for future automatic step-ups. Changes as a result of the automatic step-up feature will be reversed. Any increase in the rider fee or withdrawal percentages will also be reversed.

WITHDRAWAL BASE ADJUSTMENTS

Gross partial withdrawals, taken in a rider year, less than or equal to the rider withdrawal amount will not reduce the withdrawal base. Excess withdrawals will reduce the withdrawal base by the withdrawal base adjustment. The withdrawal base adjustment is the greater of 1) and 2), where:

- 1) is the excess withdrawal amount; and
- 2) is the result of (A multiplied by B), divided by C, where:
 - A) is the excess withdrawal;
 - B) is the withdrawal base prior to the excess withdrawal amount; and
 - C) is the policy value after the rider withdrawal amount has been withdrawn, but prior to the withdrawal of the excess withdrawal amount.

ARTICLE IV

CONTINUATION

In the case of spousal joint owners where one spouse is the annuitant, if the spouse who is not the annuitant dies and the surviving spouse is the sole beneficiary, the rider continues. In the case of spousal joint owners where one spouse is the annuitant, if the spouse who is the annuitant dies, this rider will terminate.

In the case of non-spousal joint owners where an owner who is not the annuitant dies, the surviving owner (who is also the sole designated beneficiary) may elect to receive lifetime income payments under this rider instead of receiving any benefits applicable to the policy. The lifetime income payments must begin no later than 1 year after the owner's death and will be equal to the rider withdrawal amount divided by the number of payments made per year. Once the payments begin, no additional premium payments will be accepted and no additional withdrawals will be paid.

ANNUITIZATION

On the maximum annuity commencement date, as described in your policy, you will have the option to receive lifetime income payments that are no less than your rider withdrawal amount each year.

TERMINATION

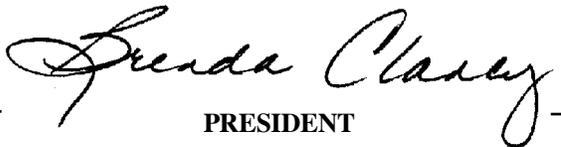
This rider will terminate upon the earliest of:

- 1) the date the policy to which this rider is attached terminates;
- 2) the date the policy to which this rider is attached is assigned or if the owner is changed without our approval;
- 3) the date of the annuitant's death;
- 4) the date you elect to receive annuity payments under your policy;
- 5) the date you notify us in writing of your intention to terminate this rider (this date must be within [30] days after the [fifth] rider anniversary and every [fifth] rider anniversary thereafter); and
- 6) the date any of your policy value is not invested in one of the designated allocation models.

Termination of the rider will result in the loss of all benefits provided by the rider.

Signed for us at our home office.

[
SECRETARY

[
PRESIDENT

APPENDIX

The quarterly fee is calculated as follows:

Multiply (1) by (2) by (3) where:

- 1) Withdrawal Base
- 2) Designated allocation model rider fee percentage (based upon the designated allocation model chosen at the time of the quarterly fee calculation)
- 3) Number of days in the rider quarter divided by the number of days within the applicable rider year

The fee adjustment for additional premium payments and excess withdrawals is calculated as follows:

Multiply (1) by (2) by (3) where:

- 1) Withdrawal base change (i.e. withdrawal base after the transaction minus the withdrawal base before the transaction)
- 2) Designated allocation model rider fee percentage (based upon the designated allocation model chosen at the time of the transaction)
- 3) Number of days remaining in the rider quarter divided by the number of days within the applicable rider year

The fee adjustment for a change between Designated Allocation Models is calculated as follows:

Multiply (1) by (2) by (3) where:

- 1) Withdrawal base
- 2) Designated allocation model fee percentage after the change minus designated allocation model fee percentage prior to the change
- 3) Number of days remaining in the rider quarter divided by the number of days within the applicable rider year

The following progressive examples assume an annualized rider fee percentage of 1.40%. The assumed rider year is not a leap year.

Example 1: Calculation at rider issue for first quarter rider fee assuming an initial withdrawal base of \$100,000.

$$\begin{aligned} &= 100,000 * 0.0140 * (91/365) \\ &= 1,400 * (91/365) \\ &= \$349.04 \end{aligned}$$

Example 2: Calculation for first quarter fee assuming initial withdrawal base from Example 1 above, plus adjustment for additional premium payment of \$10,000 made with 20 days remaining in the first rider quarter. The withdrawal base change equals \$10,000.

Fee adjustment as follows:

$$\begin{aligned} &= 10,000 * 0.0140 * (20/365) \\ &= 140 * (20/365) \\ &= \$7.67 \end{aligned}$$

Total fee assessed at end of the first rider quarter (assuming no further rider fee adjustments):

$$\begin{aligned} &= 7.67 + 349.04 \\ &= \$356.71 \end{aligned}$$

Example 3: Calculation for second quarter rider fee at beginning of second rider quarter, assuming withdrawal base of \$110,000.

$$\begin{aligned} &= 110,000 * 0.0140 * (91/365) \\ &= 1,540 * (91/365) \\ &= \$383.95 \end{aligned}$$

Example 4: Calculation for second quarter fee from Example 3 above, plus adjustment for partial withdrawal of \$10,000 taken with 40 days remaining in the second rider quarter. Assumes withdrawal percentage of 5%, policy value of \$97,000 prior to the transaction and pre-transaction withdrawal base of \$110,000. Change in withdrawal base calculated as follows:

$$\begin{aligned} \text{Rider Withdrawal Amount (RWA)} &= \text{Withdrawal Base} * \text{Withdrawal Percentage} = 110,000 * .05 = \$5,500 \\ \text{Excess Withdrawal} &= \text{Difference between assumed withdrawal amount and RWA} = 10,000 - 5,500 = \$4,500 \\ \text{Withdrawal Base Adjustment} &= \text{Max (Excess Withdrawal, Excess Withdrawal * Withdrawal Base prior to withdrawal / Policy Value after RWA has been withdrawn but before excess withdrawal)} = \text{Max [4,500, 4,500 * 110,000 / (97,000-5,500)]} = \text{Max (4,500, 5,409.84)} = \$5,409.84 \end{aligned}$$

Fee adjustment as follows:

$$\begin{aligned} &= -5,409.84 * 0.0140 * (40/365) \\ &= -75.74 * (40/365) \\ &= \$-8.30 \end{aligned}$$

Total fee assessed at end of second rider quarter (assuming no further rider fee adjustments):

$$\begin{aligned} &= 383.95 - 8.30 \\ &= \$375.65 \end{aligned}$$

The new Withdrawal Base = \$110,000 - \$5,409.84 = \$104,590.16

Example 5: Calculation for third quarter fee assuming election to change from designated allocation model A to designated allocation model B with 40 days remaining in the rider quarter. The assumed rider year is not a leap year. Assumed withdrawal base of \$104,590.16 and policy value of \$95,000 transferred to the following investment allocations:

<u>Designated Allocation Model</u>	<u>Fee</u>	<u>Fund Transfer</u>
A	1.40%	\$-95,000
B	1.00%	\$95,000
C	0.45%	\$0.00

Rider fee calculation at beginning of rider quarter:

$$\begin{aligned} &= 104,590.16 * 0.0140 * (91/365) \\ &= 1,464.26 * (91/365) \\ &= \$365.06 \end{aligned}$$

Fee adjustment as follows:

$$\begin{aligned} &= 104,590.16 * (0.010 - 0.0140) * (40/365) \\ &= 104,590.16 * (-0.004) * (40/365) \\ &= -418.36 * (40/365) \\ &= \$-45.85 \end{aligned}$$

Total fee assessed at end of third rider quarter (assuming no further rider fee adjustments):

$$\begin{aligned} &= 365.06 - 45.85 \\ &= \$319.21 \end{aligned}$$



TRANSAMERICA LIFE INSURANCE COMPANY

A Stock Company (Hereafter called the Company, we, our or us)

Home Office:
4333 Edgewood Road N.E.
Cedar Rapids, Iowa 52499
(319)355-8511

RETIREMENT INCOME CHOICE® 1.5 RIDER

This rider is issued as a part of the policy (contract) to which it is attached. Policy refers to the individual policy if the rider is attached to an individual annuity or the group certificate if the rider is attached to a group annuity.

All provisions of the policy that do not conflict with this rider apply to this rider. In the event of any conflict between the provisions of this rider and the provisions of the policy, the provisions of this rider shall prevail over the provisions of the policy.

Rider Data Specification

Policy Number:	12345
Rider Date:	03/01/2011
Growth Rate Percentage:	5.00%
Rider Fee Percentages:	
Designated Allocation Model A:	1.40%
Designated Allocation Model B:	1.00%
Designated Allocation Model C:	0.45%
Annuitant:	John Doe
Annuitant's Issue Age/Sex:	35 / Male
Annuitant's Spouse:	Jane Doe
Annuitant's Spouse's Issue Age/Sex:	35 / Female

ARTICLE I

You may cancel this rider before midnight of the thirtieth calendar day after you received it and no rider fees will be assessed.

If you elect this rider, 100% of your policy value must be invested in one of the designated allocation models, designated for use with this rider.

You can generally transfer between the designated allocation models as permitted under your policy; however, you cannot allocate policy value to an investment option outside of the designated allocation models while this rider is in force. If the designated allocation model in which your policy value is allocated is no longer available, you will be required to reallocate 100% of your policy value from that allocation model to a different designated allocation model in order to keep the guarantees of this rider. Failure to reallocate to a different designated allocation model will result in termination of this rider, as described in Article IV. Also, if you wish to transfer any of your policy value to an investment option outside of the designated allocation models, you must terminate this rider prior to making the transfer.

The Company will automatically rebalance amounts among investment options within the designated allocation models to maintain the allocations of the policy value among the required investment options. Rebalancing will occur on a [monthly] basis. Failure to be enrolled in [monthly] asset rebalancing can result in termination of this rider. The dollar cost averaging option is not available with this rider.

The annuitant's spouse as of the rider date is hereafter referred to as the annuitant's spouse. As it pertains to the benefits of this rider, the annuitant's spouse cannot be changed. The annuitant's spouse must be the sole primary beneficiary and/or a joint owner. The only living owners allowed on the policy to which this rider is attached are the annuitant and the annuitant's spouse.

ARTICLE I CONTINUED

DEFINITIONS:

Terms used that are not defined in this rider shall have the same meaning as those in your policy.

Designated Allocation Models

Asset allocation models authorized for use with this rider and identified by us as designated allocation models.

Excess Withdrawal

The excess of a gross partial withdrawal over the rider withdrawal amount remaining prior to the withdrawal, if any.

Gross Partial Withdrawal

The amount which will be deducted from your policy value as a result of each partial withdrawal.

Rider Anniversary

The anniversary of the rider date.

Rider Fee

The fees charged for the benefits under this rider. The fees will be charged on a rider quarterly basis by the Company.

Rider Monthiversary

The same calendar day of the month as the rider date, or the next business day if our Administrative Office or the New York Stock Exchange are closed. If a certain date does not exist in a given month, the first day of the following month will be used.

Rider Quarter

Each three-month period beginning on the rider date.

Rider Quartersiversary

The same calendar day of each rider quarter as the rider day, or the next business day if our Administrative Office or the New York Stock Exchange are closed. If a certain date does not exist in a given month, the first day of the following month will be used.

Rider Withdrawal Amount

The maximum amount that can be withdrawn from the policy each rider year without causing an excess withdrawal under the terms of this rider and thus reducing the withdrawal base. This amount will change if the withdrawal base changes.

Rider Year

Each twelve-month period following the rider date.

Withdrawal Base

The amount used to calculate the rider withdrawal amount and the rider fee. This amount cannot be taken as a lump sum.

ARTICLE II

RIDER FEES

The rider fee is deducted on the rider quartersiversary in arrears. The fee is calculated and stored at issue and at each subsequent rider quarter for the upcoming quarter. Fees will be deducted automatically from each investment option on a pro rata basis. The annual fee percentages for each designated allocation model are shown on page 1, in the Rider Data Specification section. The rider fee percentage will not change during the [first] rider year, and will only change thereafter due to an automatic step-up. You will be notified of any increase in the rider fee percentage. A portion of this fee will also be deducted when the rider is terminated based on the number of days that have elapsed since the previous rider quarter.

The stored fee will be adjusted for new deposits, transfers among designated allocation models and excess withdrawals made during the rider quarter.

The quarterly fee is calculated as follows:

ARTICLE II CONTINUED

Multiply (1) by (2) by (3).

- 1) Withdrawal base;
- 2) Designated allocation model rider fee percentage (based upon the designated allocation model chosen at the time of the quarterly fee calculation);
- 3) Number of days remaining in the rider quarter divided by the number of days within the applicable rider year.

Please see the Appendix attached to this rider which illustrates how the rider fee is calculated.

ARTICLE III

GUARANTEED LIFETIME WITHDRAWAL BENEFIT

Under this rider, we guarantee that you can receive up to the rider withdrawal amount each rider year, regardless of the policy value, (first as withdrawals from your policy value and, if necessary, as payments from us) until the annuitant's or the annuitant's spouse's death, whichever is later.

The withdrawal percentage is determined by the attained age (age at last birthday) of the younger of the living spouses at the time of the first withdrawal of any amount from the policy value taken on or after the rider anniversary following the younger of the living spouse's [59th] birthday. Once the withdrawal percentage is established, it may only be changed by an automatic step-up. Upon automatic step-up, the withdrawal percentage will be reset based on the attained age of the younger of the living spouses at the time of the automatic step-up. The withdrawal percentages are shown in the table below.

<u>Attained Age</u>	<u>Withdrawal Percentage</u>
[0 - 58]	[0.0%]
[59 - 64]	[3.5%]
[65 - 74]	[4.5%]
[75 +]	[5.5%]

If the younger of the annuitant and the annuitant's spouse is not yet [59] on the rider date, the withdrawal percentage will be zero until the rider anniversary following the younger of the living spouse's [59th] birthday. Withdrawals prior to age 59 1/2 will be subject to the 10% penalty tax.

Withdrawals will reduce the policy value of the policy to which this rider is attached. If the policy value equals zero, you cannot make subsequent premium payments and all other policy features, benefits and guarantees are no longer available. Also, if the policy value equals zero, you will need to request payments by selecting the amount and frequency in accordance with the policy provisions to which this rider attaches, equal to the rider withdrawal amount. Once the payment amount and frequency are established, they cannot be changed and no additional withdrawals will be allowed.

ISSUE AGE AND SURVIVAL

The benefits under this rider depend on the annuitant or annuitant's spouse being alive at the time of withdrawal and the amount of the benefit depends on the issue age of the annuitant and annuitant's spouse. Proof of survival and the issue ages may be required by the Company.

If the younger of the spouses' ages has been misstated, this rider's fees and benefits will be adjusted to the amounts which would have been calculated for the correct age. However, if this rider would not have been issued had the age not been misstated, the rider is treated as if it never existed, and any fees charged for this rider would be returned. If withdrawals under the provisions of the rider have already commenced and the misstatement caused the rider withdrawal amount to be overstated, any withdrawal in excess of the correct rider withdrawal amount will be considered an excess withdrawal and will impact the withdrawal base and rider withdrawal amount. If overpayments occurred when the sum of the accumulated values in all the investment options was zero, the amount of that overpayment will be deducted from one or more future payments until this amount is paid in full.

ARTICLE III CONTINUED

RIDER WITHDRAWAL AMOUNT

The rider withdrawal amount will be equal to the greater of 1) and 2), where:

- 1) is the withdrawal percentage multiplied by the withdrawal base;
- 2) is an amount equal to the minimum required distribution amount, if any. Prior to the 1st rider anniversary, this amount is based on the initial policy value on the rider date. After this time, the minimum required distribution is calculated based on the rules established by the IRS. The minimum required distribution may only be used if all of the following are true:
 - A) the policy to which this rider is attached is a tax-qualified policy for which IRS minimum required distributions are required,
 - B) the minimum required distributions do not start prior to the annuitant's attained age 70 1/2,
 - C) the minimum required distributions are based on either the Uniform Lifetime table or the Joint Life and Last Survivor Expectancy table,
 - D) the minimum required distributions are based on age of the living annuitant or the annuitant's spouse if the annuitant is deceased. The minimum required distributions can not be based on the age of someone who is deceased,
 - E) the minimum required distributions are based only on the policy to which this rider is attached, and
 - F) the minimum required distributions are only for the current rider year. Amounts carried over from past rider years are not considered.

If any of the above are not true, then 2) is equal to zero and it is not available as a rider withdrawal amount.

If you withdraw less than the rider withdrawal amount in a rider year, the unused portion cannot be carried over to the next rider year.

WITHDRAWAL BASE

The withdrawal base is used to calculate the rider withdrawal amount. On the rider date, the initial withdrawal base is equal to the policy value (less any premium enhancements if the rider is added in the first policy year). During any rider year, the withdrawal base is increased by subsequent premium payments (not including premium enhancements, if any), and is reduced for excess withdrawals.

On each rider anniversary, the withdrawal base will be set to the greatest of:

- 1) The current withdrawal base;
- 2) The policy value on the rider anniversary;
- 3) The highest policy value on a rider [monthiversary] for the current rider year; or
- 4) The current withdrawal base immediately prior to rider anniversary processing increased by the growth rate percentage.

Item 3) above will be zero if there have been any excess withdrawals in the current rider year. Item 4) above will be zero after the [10th] rider anniversary or if there have been any withdrawals in the current rider year.

AUTOMATIC STEP-UP FEATURE

The rider receives an automatic step-up on the rider anniversary if the withdrawal base is set equal to the policy value or the highest policy value on a rider [monthiversary]. This feature does not require the termination of the existing rider. This rider will continue with the same rider date and features. The rider fee and withdrawal percentages may be changed due to an automatic step-up. Beginning with the [first] rider anniversary, the rider fee percentage may be increased if there is an automatic step-up, but will not increase more than [0.75%] from the initial rider fee percentages shown on page 1.

You have the right to reject an automatic step-up within [30] days following a rider anniversary, if the rider fee percentage increases. If you reject an automatic step-up, you must notify us in a manner which is acceptable to us, however you are eligible for future automatic step-ups. Changes as a result of the automatic step-up feature will be reversed. Any increase in the rider fee or withdrawal percentages will also be reversed.

ARTICLE III CONTINUED

WITHDRAWAL BASE ADJUSTMENTS

Gross partial withdrawals, taken in a rider year, less than or equal to the rider withdrawal amount will not reduce the withdrawal base. Excess withdrawals will reduce the withdrawal base by the withdrawal base adjustment. The withdrawal base adjustment is the greater of 1) and 2), where:

- 1) is the excess withdrawal amount; and
- 2) is the result of (A multiplied by B), divided by C, where:
 - A) is the excess withdrawal;
 - B) is the withdrawal base prior to the excess withdrawal amount; and
 - C) is the policy value after the rider withdrawal amount has been withdrawn, but prior to the withdrawal of the excess withdrawal amount.

ARTICLE IV

CONTINUATION

In the case of spousal joint owners where one spouse is the annuitant, if the spouse who is not the annuitant dies and the surviving spouse is the sole beneficiary, the rider continues. In the case of spousal joint owners where one spouse is the annuitant, if the spouse who is the annuitant dies and the surviving spouse is the sole beneficiary, the rider continues if the policy to which this rider is attached is continued until the death of the surviving spouse.

ANNUITIZATION

On the maximum annuity commencement date, as described in your policy, you will have the option to receive lifetime income payments that are no less than your rider withdrawal amount each year.

TERMINATION

This rider will terminate upon the earliest of:

- 1) the date the policy to which this rider is attached terminates;
- 2) the date the policy to which this rider is attached is assigned or if the owner is changed without our approval;
- 3) the later of the annuitant's or annuitant's spouse's death;
- 4) the date you elect to receive annuity payments under your policy; and
- 5) the date you notify us in writing of your intention to terminate this rider (this date must be within [30] days after the [fifth] rider anniversary and every [fifth] rider anniversary thereafter); and
- 6) the date any of your policy value is not invested in one of the designated allocation models.

Termination of the rider will result in the loss of all benefits provided by the rider.

Signed for us at our home office.


SECRETARY


PRESIDENT

APPENDIX

The quarterly fee is calculated as follows:

Multiply (1) by (2) by (3) where:

- 1) Withdrawal Base
- 2) Designated allocation model rider fee percentage (based upon the designated allocation model chosen at the time of the quarterly fee calculation)
- 3) Number of days in the rider quarter divided by the number of days within the applicable rider year

The fee adjustment for additional premium payments and excess withdrawals is calculated as follows:

Multiply (1) by (2) by (3) where:

- 1) Withdrawal base change (i.e. withdrawal base after the transaction minus the withdrawal base before the transaction)
- 2) Designated allocation model rider fee percentage (based upon the designated allocation model chosen at the time of the transaction)
- 3) Number of days remaining in the rider quarter divided by the number of days within the applicable rider year

The fee adjustment for a change between Designated Allocation Models is calculated as follows:

Multiply (1) by (2) by (3) where:

- 1) Withdrawal base
- 2) Designated allocation model fee percentage after the change minus designated allocation model fee percentage prior to the change
- 3) Number of days remaining in the rider quarter divided by the number of days within the applicable rider year

The following progressive examples assume an annualized rider fee percentage of 1.40%. The assumed rider year is not a leap year.

Example 1: Calculation at rider issue for first quarter rider fee assuming an initial withdrawal base of \$100,000.

$$\begin{aligned} &= 100,000 * 0.0140 * (91/365) \\ &= 1,400 * (91/365) \\ &= \$349.04 \end{aligned}$$

Example 2: Calculation for first quarter fee assuming initial withdrawal base from Example 1 above, plus adjustment for additional premium payment of \$10,000 made with 20 days remaining in the first rider quarter. The withdrawal base change equals \$10,000.

Fee adjustment as follows:

$$\begin{aligned} &= 10,000 * 0.0140 * (20/365) \\ &= 140 * (20/365) \\ &= \$7.67 \end{aligned}$$

Total fee assessed at end of the first rider quarter (assuming no further rider fee adjustments):

$$\begin{aligned} &= 7.67 + 349.04 \\ &= \$356.71 \end{aligned}$$

Example 3: Calculation for second quarter rider fee at beginning of second rider quarter, assuming withdrawal base of \$110,000.

$$\begin{aligned} &= 110,000 * 0.0140 * (91/365) \\ &= 1,540 * (91/365) \\ &= \$383.95 \end{aligned}$$

Example 4: Calculation for second quarter fee from Example 3 above, plus adjustment for partial withdrawal of \$10,000 taken with 40 days remaining in the second rider quarter. Assumes withdrawal percentage of 5%, policy value of \$97,000 prior to the transaction and pre-transaction withdrawal base of \$110,000. Change in withdrawal base calculated as follows:

$$\begin{aligned} \text{Rider Withdrawal Amount (RWA)} &= \text{Withdrawal Base} * \text{Withdrawal Percentage} = 110,000 * .05 = \$5,500 \\ \text{Excess Withdrawal} &= \text{Difference between assumed withdrawal amount and RWA} = 10,000 - 5,500 = \$4,500 \\ \text{Withdrawal Base Adjustment} &= \text{Max (Excess Withdrawal, Excess Withdrawal} * \text{Withdrawal Base prior to withdrawal / Policy Value} \\ &\text{after RWA has been withdrawn but before excess withdrawal)} = \text{Max [4,500, 4,500} * \text{110,000 / (97,000-5,500)]} = \text{Max (4,500,} \\ &\text{5,409.84)} = \$5,409.84 \end{aligned}$$

Fee adjustment as follows:

$$\begin{aligned} &= -5,409.84 * 0.0140 * (40/365) \\ &= -75.74 * (40/365) \\ &= \$-8.30 \end{aligned}$$

Total fee assessed at end of second rider quarter (assuming no further rider fee adjustments):

$$\begin{aligned} &= 383.95 - 8.30 \\ &= \$375.65 \end{aligned}$$

The new Withdrawal Base = \$110,000 - \$5,409.84 = \$104,590.16

Example 5: Calculation for third quarter fee assuming election to change from designated allocation model A to designated allocation model B with 40 days remaining in the rider quarter. The assumed rider year is not a leap year. Assumed withdrawal base of \$104,590.16 and policy value of \$95,000 transferred to the following investment allocations:

<u>Designated Allocation Model</u>	<u>Fee</u>	<u>Fund Transfer</u>
A	1.40%	\$-95,000
B	1.00%	\$95,000
C	0.45%	\$0.00

Rider fee calculation at beginning of rider quarter:

$$\begin{aligned} &= 104,590.16 * 0.0140 * (91/365) \\ &= 1,464.26 * (91/365) \\ &= \$365.06 \end{aligned}$$

Fee adjustment as follows:

$$\begin{aligned} &= 104,590.16 * (0.010 - 0.0140) * (40/365) \\ &= 104,590.16 * (-0.004) * (40/365) \\ &= -418.36 * (40/365) \\ &= \$-45.85 \end{aligned}$$

Total fee assessed at end of third rider quarter (assuming no further rider fee adjustments):

$$\begin{aligned} &= 365.06 - 45.85 \\ &= \$319.21 \end{aligned}$$

SERFF Tracking Number: AEGA-127051997 State: Arkansas
 Filing Company: Transamerica Life Insurance Company State Tracking Number: 48215
 Company Tracking Number: RGMB 42 0511
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: RGMB 42 0511
 Project Name/Number: Flexible Premium Variable Annuity Rider/RGMB 42 0511

Supporting Document Schedules

Item Status:
Status Date:

Satisfied - Item: Flesch Certification

Comments:

Attachments:

Arkansas Flesch - RGMB 42 0511.pdf

Arkansas Reg 19 cert of comp.pdf

Item Status:
Status Date:

Satisfied - Item: Statements of Variability

Comments:

Attachment:

SOVs.pdf

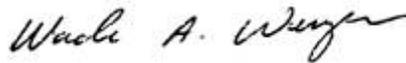
TRANSAMERICA LIFE INSURANCE COMPANY

STATE OF ARKANSAS

CERTIFICATION

This is to certify that the attached Flexible Premium Variable Annuity Rider Form No. RGMB 42 0511 has achieved a Flesch Reading Ease Score of 50.0 and complies with the requirements of Ark. Stat. Ann. § 23-80-21 through 23-80-208, cited as the Life and Disability Insurance Policy Language Simplification Act.

TRANSAMERICA LIFE INSURANCE COMPANY



Wade A. Wenger
Assistant Vice President – Compliance Officer

March 8, 2011

Date

AR Cert 2

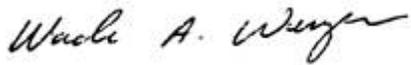
CERTIFICATION OF COMPLIANCE

Company Name: Transamerica Life Insurance Company

Form Title(s): Flexible Premium Variable Annuity Rider

Form Number(s): RGMB 42 0511

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg.19 s 10B, as well as the other laws and regulations of the State of Arkansas.



Wade A. Wenger
Assistant Vice President – Compliance Officer

March 8, 2011

Date

Single option with the Income Only benefit
(Base rider)

(Please refer to Actuarial Exhibits 1, 2, 3 and 5)

This rider offers a Guaranteed Lifetime Withdrawal Benefit that is available to the policyholder when they purchase this rider. The rider will be terminated upon the annuitant's death, when the policy is annuitized, or when the policy is surrendered. The owner can terminate this rider within [30] days after the [fifth] rider anniversary, and every [fifth] rider anniversary thereafter. The rider will be terminated if it is assigned or if the owner is changed without prior Company approval. Also, the rider must be terminated if funds are transferred out of the designated allocation models while the rider is in force. Termination of the rider will result in the loss of all benefits provided by the rider.

We have attached a statement of variability that outlines the items that are bracketed on this rider.

Single option

Memorandum of Numerical Variables

Rider Name (Marketing Name)¹: Retirement Income Choice[®] 1.5

Policy Number will be specific to each Policyholder.

Rider Date will be a specific date on each rider.

Growth Rate Percentage ^{2*} :	Minimum	1.00%
	Maximum	10.00%

Designated Allocation Rider Fee Percentages ³ :		
Designated Allocation Model A	Minimum	0.10%
	Maximum	2.50%
Designated Allocation Model B	Minimum	0.10%
	Maximum	2.50%
Designated Allocation Model C	Minimum	0.10%
	Maximum	2.50%

Annuitant, age, and sex will be specific on each rider.

Mode of Rebalancing for Designated ⁴ :	Minimum	Monthly
Allocation Models	Maximum	Annually

Attained Age at first withdrawal ⁵ :	Minimum	45 years old
	Maximum	100 years old

Withdrawal Percentage ⁶ :	Minimum	0.00%
	Maximum	10.00%

Mode of the highest policy value for an automatic step-up ⁷ :	Minimum	Monthiversary
	Maximum	Semi-Annually

Growth Period ⁸ :	Minimum	5 years
	Maximum	15 years

Rider fee percentage automatic step-up increase period ⁹ :	Minimum	First
	Maximum	Tenth

Automatic step-up maximum rider fee percentage increase ¹⁰ :	Minimum	0.10%
	Maximum	3.00%

Reject an automatic step-up within days from rider anniversary ¹¹ :	Minimum	30 days
	Maximum	365 days
Termination within days from designated rider anniversary ¹² :	Minimum	30 days
	Maximum	365 days
Termination Period ¹³ :	Minimum	First
	Maximum	Tenth

¹ To allow for future changes in the marketing name for this annuity rider.

² This accumulation percentage is applied to the withdrawal base during the growth period and only in rider years that withdrawals are not present.

³ This percentage, determined by the Designated Allocation Model, is multiplied by the withdrawal base at the beginning of each rider quarter and pro-rated for the number of days within the rider quarter. The fee is deducted on the rider quarterversary in arrears and is also deducted on a proportional basis at the time of rider termination.

⁴ This is the frequency in which rebalancing will occur on the Designated Allocation Models³. The frequency of the required rebalance may be [monthly], [quarterly], [semi-annually] or [annually].

⁵ This is the attained age at the time of the first withdrawal that will allow a certain percent (see footnote 6) of the Withdrawal Base to be withdrawn.

⁶ This percentage is used to derive the Rider Withdrawal Amount annually. If the annuitant is not yet age [59]⁵ on the rider date, this percentage will be equal to 0% until the rider anniversary following the annuitant's [59th]⁵ birthday.

⁷ On a rider anniversary, the withdrawal base will be set to the highest policy value on a rider [monthiversary] if there were no excess withdrawals in the current rider year. The Rider Monthiversary is the same day of the month as the rider date. For months not containing that day, the first day of the following month is used.

⁸ This period represents the number of rider years that accumulation will occur, assuming no withdrawals are made during this period.

⁹ This period is the length of time the rider fee percentage will not increase. After this time period, the rider fee percentage may increase due to an automatic step-up.

¹⁰ This is the maximum the rider fee percentage may increase beginning with the [first]⁹ rider anniversary.

¹¹ This is the window during which the policyholder may reject to have an automatic step-up following a rider anniversary, if the rider fee percentage increases.

¹² This is the number of days after the [fifth]¹³ rider anniversary that the rider can be terminated. Termination of the rider will result in the loss of all benefits provided by the rider.

¹³ This is the number of years that must elapse before the rider can be terminated. Termination of the rider will result in the loss of all benefits provided by the rider.

* Any riders issued on the same day for a given age will receive the same Growth Rate Percentage and Withdrawal Percentage. Consequently, all riders shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Joint option with the Income Only benefit
(Please refer to Actuarial Exhibits 1, 2, 4 and 5)

The following outlines the differences from the base rider:

Rider Data Specification

Added Annuitant's Spouse, issue age and sex

Article I

Added the following paragraph:

The annuitant's spouse as of the rider date is hereafter referred to as the annuitant's spouse. As it pertains to the benefits of this rider, the annuitant's spouse cannot be changed. The annuitant's spouse must be the sole primary beneficiary and/or a joint owner. The only living owners allowed on the policy to which this rider is attached are the annuitant and the annuitant's spouse.

Article III

Revised the following provision:

GUARANTEED LIFETIME WITHDRAWAL BENEFIT

Under this rider, we guarantee that you can receive up to the rider withdrawal amount each rider year, regardless of the policy value, (first as withdrawals from your policy value and, if necessary, as payments from us) until the annuitant's **or the annuitant's spouse's** death, **whichever is later**.

The withdrawal percentage is determined by the attained age (age at last birthday) of the **younger of the living spouses** at the time of the first withdrawal of any amount from the policy value taken on or after the rider anniversary following the **younger of the living spouses** [59th] birthday.

Upon automatic step-up, the withdrawal percentage will be reset based on the attained age **of the younger of the living spouses** at the time of the automatic step-up.

<u>Attained Age</u>	<u>Withdrawal Percentage</u>
0-58	0.0%
59-64	3.5%
65-74	4.5%
75+	5.5%

If the **younger of the annuitant and the annuitant's spouse** is not yet [59] on the rider date, the withdrawal percentage will be zero until the rider anniversary following the **younger of the living spouse's** [59th] birthday.

ISSUE AGE AND SURVIVAL

The benefits under this rider depend on the annuitant **or annuitant's spouse** being alive at the time of withdrawal and the amount of the benefit depends on the issue age of the annuitant **and the annuitant's spouse**.

If the **younger of the spouses'** ages has been misstated, this rider's fees and benefits will be adjusted to the amounts which would have been calculated for the correct age.

RIDER WITHDRAWAL AMOUNT

2) D) the minimum required distributions are based on age of the living annuitant **or the annuitant's spouse if the annuitant is deceased**. The minimum required distributions can not be based on the age of someone who is deceased,

Article IV

CONTINUATION

In the case of spousal joint owners where one spouse is the annuitant, if the spouse who is the annuitant dies **and the surviving spouse is the sole beneficiary, the rider continues if the policy to which this rider is attached is continued until the death of the surviving spouse.**

Removed the following paragraph:

In the case of non-spousal joint owners where an owner who is not the annuitant dies, the surviving owner (who is also the sole designated beneficiary) may elect to receive lifetime income payments under this rider instead of receiving any benefits applicable to the policy. The lifetime income payments must begin no later than 1 year after the owner's death and will be equal to the rider withdrawal amount divided by the number of payments made per year. Once the payments begin, no additional premium payments will be accepted and no additional withdrawals will be paid.

TERMINATION

3) the later of the annuitant's or annuitant's spouse's death;

Joint option

Memorandum of Numerical Variables

Rider Name (Marketing Name)¹: Retirement Income Choice[®] 1.5

Policy Number will be specific to each Policyholder.

Rider Date will be a specific date on each rider.

Growth Rate Percentage ^{2*} :	Minimum	1.00%
	Maximum	10.00%

Designated Allocation Rider Fee Percentages ³ :		
Designated Allocation Model A	Minimum	0.10%
	Maximum	2.50%
Designated Allocation Model B	Minimum	0.10%
	Maximum	2.50%
Designated Allocation Model C	Minimum	0.10%
	Maximum	2.50%

Annuitant, age, and sex will be specific on each rider.

Annuitant's spouse, age, and sex will be specific on each rider.

Mode of Rebalancing for Designated ⁴ :	Minimum	Monthly
Allocation Models	Maximum	Annually

Attained Age at first withdrawal ⁵ :	Minimum	45 years old
	Maximum	100 years old

Withdrawal Percentage ⁶ :	Minimum	0.00%
	Maximum	10.00%

Mode of the highest policy value for an automatic step-up ⁷ :	Minimum	Monthiversary
	Maximum	Semi-Annually

Growth Period ⁸ :	Minimum	5 years
	Maximum	15 years

Rider fee percentage automatic step-up increase period ⁹ :	Minimum	First
	Maximum	Tenth

Automatic step-up maximum rider fee	Minimum	0.10%
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percentage increase ¹⁰ :	Maximum	3.00%
Reject an automatic step-up within days from rider anniversary ¹¹ :	Minimum	30 days
	Maximum	365 days
Termination within days from designated rider anniversary ¹² :	Minimum	30 days
	Maximum	365 days
Termination Period ¹³ :	Minimum	First
	Maximum	Tenth

¹ To allow for future changes in the marketing name for this annuity rider.

² This accumulation percentage is applied to the withdrawal base during the growth period and only in rider years that withdrawals are not present.

³ This percentage, determined by the Designated Allocation Model, is multiplied by the withdrawal base at the beginning of each rider quarter and pro-rated for the number of days within the rider quarter. The fee is deducted on the rider quarterversary in arrears and is also deducted on a proportional basis at the time of rider termination.

⁴ This is the frequency in which rebalancing will occur on the Designated Allocation Models³. The frequency of the required rebalance may be [monthly], [quarterly], [semi-annually] or [annually].

⁵ This is the attained age at the time of the first withdrawal that will allow a certain percent (see footnote 6) of the Withdrawal Base to be withdrawn.

⁶ This percentage is used to derive the Rider Withdrawal Amount annually. If the annuitant is not yet age [59]⁵ on the rider date, this percentage will be equal to 0% until the rider anniversary following the annuitant's [59th]⁵ birthday.

⁷ On a rider anniversary, the withdrawal base will be set to the highest policy value on a rider [monthiversary] if there were no excess withdrawals in the current rider year. The Rider Monthiversary is the same day of the month as the rider date. For months not containing that day, the first day of the following month is used.

⁸ This period represents the number of rider years that accumulation will occur, assuming no withdrawals are made during this period.

⁹ This period is the length of time the rider fee percentage will not increase. After this time period, the rider fee percentage may increase due to an automatic step-up.

¹⁰ This is the maximum the rider fee percentage may increase beginning with the [first]⁹ rider anniversary.

¹¹ This is the window during which the policyholder may reject to have an automatic step-up following a rider anniversary, if the rider fee percentage increases.

¹² This is the number of days after the [fifth]¹³ rider anniversary that the rider can be terminated. Termination of the rider will result in the loss of all benefits provided by the rider.

¹³ This is the number of years that must elapse before the rider can be terminated. Termination of the rider will result in the loss of all benefits provided by the rider.

* Any riders issued on the same day for a given age will receive the same Growth Rate Percentage and Withdrawal Percentage. Consequently, all riders shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.