

SERFF Tracking Number: GRAX-G127154829 State: Arkansas  
Filing Company: Annuity Investors Life Insurance Company State Tracking Number: 48679  
Company Tracking Number: P1086111NW  
TOI: A07I Individual Annuities - Special Sub-TOI: A07I.001 Equity Indexed  
Product Name: Annuity Individual Fixed  
Project Name/Number: Annuity Individual Fixed/P1086111NW

## Filing at a Glance

Company: Annuity Investors Life Insurance Company

Product Name: Annuity Individual Fixed SERFF Tr Num: GRAX-G127154829 State: Arkansas

TOI: A07I Individual Annuities - Special SERFF Status: Closed-Approved-Closed State Tr Num: 48679

Sub-TOI: A07I.001 Equity Indexed Co Tr Num: P1086111NW State Status: Approved-Closed  
Filing Type: Form Reviewer(s): Linda Bird

Author: SPI Disposition Date: 05/11/2011

GreatAmericanFinancialRes

Date Submitted: 05/04/2011 Disposition Status: Approved-Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

## General Information

Project Name: Annuity Individual Fixed

Status of Filing in Domicile: Pending

Project Number: P1086111NW

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 05/11/2011

State Status Changed: 05/11/2011

Deemer Date:

Created By: SPI GreatAmericanFinancialRes

Submitted By: SPI GreatAmericanFinancialRes

Corresponding Filing Tracking Number:

Filing Description:

Enclosed for your review and approval, please find the form referenced above. This form is a new form and does not replace any existing form, nor has it been previously submitted to your Department for preliminary review. This submission does not contain any provisions, conditions, or concepts that are uncommon, unusual or possibly controversial from the standpoint of normal company or industry standards.

Form number P1086111NW is a single premium deferred annuity contract with multiple interest crediting strategies and a market value adjustment. Values under this contract will be determined in two different ways. A contract holder will have the option of selection a fixed interest strategy that will credit interest at a rate that will not change for a specific

SERFF Tracking Number: GRAX-G127154829 State: Arkansas  
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 Company Tracking Number: P1086111NW  
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 Product Name: Annuity Individual Fixed  
 Project Name/Number: Annuity Individual Fixed/P1086111NW

term. In addition, a contract holder may select an indexed interest strategy under which the interest to be credited is determined, in part, by the increase in a referenced index. The early withdrawal charges and market value adjustment will end after the initial 7 contract years.

It will be sold to the general public through appropriately licensed agents. This contract can be issued as either a non-tax qualified annuity by itself, or as a tax qualified annuity by attaching one or more endorsements.

Application form number A1086211NW will be used to apply for this contract.

## Company and Contact

### Filing Contact Information

Brenda Little, Senior Compliance Filing Analyst blittle@gafri.com  
 P. O. Box 5420 513-412-2725 [Phone] 12725 [Ext]  
 Cincinnati, OH 45201-5420 513-361-5967 [FAX]

### Filing Company Information

Annuity Investors Life Insurance Company CoCode: 93661 State of Domicile: Ohio  
 P.O. Box 5423 Group Code: 84 Company Type:  
 Cincinnati, OH 45201-5423 Group Name: Great American State ID Number:  
 Financial Resources, Inc.  
 (800) 854-3649 ext. [Phone] FEIN Number: 31-1021738

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## Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Annuity Investors Life Insurance Company	\$50.00	05/04/2011	47256966

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 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
 Product Name: Annuity Individual Fixed  
 Project Name/Number: Annuity Individual Fixed/P1086111NW

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/11/2011	05/11/2011

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	05/10/2011	05/10/2011	SPI GreatAmericanFinancialRes	05/10/2011	05/10/2011

*SERFF Tracking Number:* GRAX-G127154829      *State:* Arkansas  
*Filing Company:* Annuity Investors Life Insurance Company      *State Tracking Number:* 48679  
*Company Tracking Number:* P1086111NW  
*TOI:* A071 Individual Annuities - Special      *Sub-TOI:* A071.001 Equity Indexed  
*Product Name:* Annuity Individual Fixed  
*Project Name/Number:* Annuity Individual Fixed/P1086111NW

## **Disposition**

Disposition Date: 05/11/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: GRAX-G127154829 State: Arkansas  
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	AR - NAIC TRANSMITTAL DOCUMENT, AR - NAIC FORM FILING ATTACHMENT		Yes
Supporting Document	Cover Letter		Yes
Supporting Document	AR - FIA Certification		Yes
Form	Individual Deferred Annuity Contract		Yes

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Project Name/Number: Annuity Individual Fixed/P1086111NW

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 05/10/2011  
Submitted Date 05/10/2011  
Respond By Date 06/10/2011

Dear Brenda Little,

This will acknowledge receipt of the captioned filing.

### Objection 1

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

Please feel free to contact me if you have questions.

Sincerely,  
Linda Bird

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Project Name/Number: Annuity Individual Fixed/P1086111NW

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 05/10/2011  
Submitted Date 05/10/2011

Dear Linda Bird,

### Comments:

May 10, 2011  
NAIC No. 084-93661  
FEIN No. 31-1021738

Insurance Commissioner Jay Bradford  
Compliance - Life and Health  
Arkansas Department of Insurance  
1200 West Third Street  
Little Rock, AR 72201-1904

RE: Resubmission for Approval - Annuity Investors Life Insurance Company  
P1086111NW Individual Deferred Annuity Contract  
DOI File No. 48679

Dear Insurance Commissioner Bradford:

### Response 1

Comments: Thank you for your review of this filing and your response of May 10, 2011. I will respond to your concerns in the order in which they appeared.

#### Objection 1

As requested, attached please find the FIA Certification. Please accept this Certification that we are in compliance with certifications required by the Disclosure and Advertising section and the Agent Education section of the External-Indexed Contract Guidelines.

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### **Related Objection 1**

Comment:

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

### **Changed Items:**

#### **Supporting Document Schedule Item Changes**

Satisfied -Name: AR - FIA Certification

Comment:

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

With this information, I look forward to receiving a favorable response to this filing.

If you have any questions or require additional information regarding this submission, please feel free to contact me at either of the phone numbers indicated below or via e-mail at [blittle@gafri.com](mailto:blittle@gafri.com).

Sincerely,

Brenda Little  
Senior Compliance Filing Analyst

Sincerely,  
SPI GreatAmericanFinancialRes

SERFF Tracking Number: GRAX-G127154829 State: Arkansas  
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## Form Schedule

**Lead Form Number: P1086111NW**

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	P1086111N	Policy/Cont	Individual Deferred	Initial		50.000	P1086111NW
	W	ract/Fratern	Annuity Contract				.PDF
		al	Certificate				

*Annuity Investors*<sup>®</sup>  
**LIFE INSURANCE COMPANY**

Home Office: Cincinnati, Ohio  
Fixed Administrative Office: P.O. Box 5420, Cincinnati, Ohio 45201-5420

**Individual Deferred Annuity Contract**  
**Multiple Interest Crediting Strategies**  
**Single Purchase Payment**  
**Nonparticipating - No Dividends**  
**Market Value Adjustment**

**TWENTY DAY EXAMINATION-RIGHT TO CANCEL**

You may cancel this contract ("Contract") by returning it and giving us written notice of cancellation. You have until midnight of the twentieth (20th) day following the day you receive this Contract, or such longer period as may be provided by law. If you purchased this Contract to replace an existing annuity contract, you have until midnight of the thirtieth (30th) day following the date you receive this Contract. This Contract must be returned and the required notice must be given to us or to the producer who sold it to you, in person or by mail. If by mail, the return of this Contract or the notice is effective on the date it is postmarked, with the proper address and with postage paid. If you cancel this Contract as set forth above, this Contract shall be void and we will refund the Purchase Payment made for it.

As you read through this Contract, please note that the words "we", "us", "our", and "Company" refer to Annuity Investors Life Insurance Company. The words "you" and "your" refer to the Owner, including a joint owner, if any. "Administrative Office" means our home office or any other place of business that we may designate for administration.

This is a deferred annuity contract with a **Market Value Adjustment** provision that may increase or decrease contract values. It is a legally binding agreement between you and us.

**PLEASE READ YOUR CONTRACT WITH CARE.**



**MARK F. MUETHING**  
**EXECUTIVE VICE PRESIDENT**



**JOHN P. GRUBER**  
**SECRETARY**

**IF YOU CHOOSE, INTEREST CREDITED TO THIS CONTRACT MAY BE DETERMINED IN PART BASED ON AN EXTERNAL INDEX. HOWEVER, THIS CONTRACT DOES NOT DIRECTLY PARTICIPATE IN ANY EQUITY OR DEBT INVESTMENTS. NO DIVIDENDS ARE PAID ON THIS CONTRACT.**

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**CONTRACT SPECIFICATIONS**

**OWNER:** [JOHN DOE]

**AGE OF OWNER AS OF CONTRACT EFFECTIVE DATE:** [35]

**[JOINT OWNER:]** [N/A]

**[AGE OF JOINT OWNER AS OF CONTRACT EFFECTIVE DATE:]** [N/A]

**ANNUITANT:** [JOHN DOE]

**[AGE OF ANNUITANT AS OF CONTRACT EFFECTIVE DATE:]** [35]

**CONTRACT NUMBER:** [000000000]

**TAX QUALIFIED CONTRACT:** [YES—TAX QUALIFICATION ENDORSEMENT INCLUDED] [NO]

**CONTRACT EFFECTIVE DATE:** [MAY 01, 2011]

**ANNUITY COMMENCEMENT DATE:** [MAY 01, 2071]

**MINIMUM FIXED PERIOD ANNUITIZATION:** [7] years

**MINIMUM REQUIRED VALUE:** [\$5,000]

**INTEREST STRATEGY APPLICATION DATE:** [May 6, 2011]

**VALUATION DATES:** [The 6th and the 20th day of each Month]

<b>INITIAL INTEREST STRATEGY(IES):</b>	<b>Initial Selection</b>	<b>Guaranteed Values</b>
<b>Declared Rate Strategy</b>	[20%]	
Guaranteed Minimum Declared Rate		[1%]
<b>[Annual Point-to-Point Indexed Strategy]</b>	[40%]	
[Minimum Cap:]		[2%]
<b>[Annual Monthly Average Indexed Strategy]</b>	[40%]	
[Minimum Cap:]		[2%]

**STEP-UPS:**

<b>Term beginning in Contract Year:</b>	2	3	4	5	6	7
<b>Declared Interest Rate Step-Up:</b>	[0.00%]	[0.00%]	[0.15%]	[0.30%]	[0.60%]	[1.20%]
<b>Indexed Interest Rate Cap Step-Up:</b>	[0.00%]	[0.00%]	[0.25%]	[0.75%]	[1.50%]	[3.00%]

**STRATEGY REALLOCATION LIMIT:** [100 Percentage Points]

**GMSV FACTOR:** [87.5%]

**CREDITING INDEX:** The Standard & Poor's 500<sup>®</sup> Index. It excludes any dividends that may be paid by the firms that comprise the Crediting Index.

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**MVA INDEX:** [Sum of the 5-Year Treasury Constant Maturity Series Index Rate and the BofA Merrill Lynch 5-10 Year US Corporate Bond Index Rate]

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**EARLY WITHDRAWAL CHARGE RATES:**

<b>Contract Year:</b>	1	2	3	4	5	6	7	8+
<b>Early Withdrawal Charge Rate:</b>	9%	8%	7%	6%	5%	4%	3%	0%

**INQUIRIES: For information and assistance, or to make a complaint, call or write:**

Policy Administration  
Annuity Investors Life Insurance Company  
P.O. Box 5420  
Cincinnati, Ohio 45201-5420  
1-800-854-3649

If you prefer, you may visit us at our website, [www.GAFRI.com](http://www.GAFRI.com), or email us at [clientrelations@gafri.com](mailto:clientrelations@gafri.com).

## DEFINITIONS

**Annuity Benefit:** The payments that may be made under the ANNUITY BENEFIT section of this Contract.

**Annuity Commencement Date:** The first day of the first payment interval for which payment of an Annuity Benefit is to be made.

**Beneficiary:** The person entitled to receive any Death Benefit that is to be paid under this Contract.

**Cap:** The maximum Indexed Interest Rate for an Indexed Strategy that may be paid for a Term.

**Contract Anniversary:** The date in each year that is the annual anniversary of the Contract Effective Date.

**Contract Effective Date:** The date as of which the Purchase Payment is applied to this Contract. That date is set out on the Contract Specifications page.

**Contract Year:** Each twelve (12) month period that begins on the Contract Effective Date or on a Contract Anniversary.

**Crediting Index:** The Crediting Index set out on the Contract Specifications page. We may replace or adjust this index as allowed by the **Change in Index** provision of this Contract.

**Death Benefit:** The benefit described in the DEATH BENEFIT section of this Contract.

**Death Benefit Commencement Date:** The first day of the first payment interval for a Death Benefit that is paid as periodic payments; or the date of payment for a Death Benefit that is paid as a lump sum.

**Death Benefit Valuation Date:** The earlier of:

- 1) the date that we have received both Due Proof of Death and a Written Request with instructions as to the form of Death Benefit; or
- 2) one (1) year from the date of death.

**Declared Interest Rate:** The rate at which interest is to be credited under a Declared Rate Strategy.

**Declared Rate Strategy:** An Interest Strategy that uses an interest rate that we set.

**Due Proof of Death:** One (1) of the following:

- 1) a certified copy of a death certificate; or
- 2) a certified copy of a decree that is made by a court of competent jurisdiction as to the finding of death.

We may also accept other proof that is satisfactory to us.

**Free Withdrawal Allowance:** The total amount or amounts that may be taken as a withdrawal or surrender during a Contract Year without a Market Value Adjustment or Early Withdrawal Charge that would otherwise apply. This amount is described in the **Free Withdrawal Allowance** provision of this Contract.

**Indexed Interest Rate:** The rate at which interest is credited under an Indexed Strategy.

**Indexed Strategy:** An Interest Strategy that uses an Indexed Interest Rate as described in the INTEREST section of this Contract.

**Interest Strategy:** The method by which the rate of interest to be credited is determined. The initial Interest Strategies are set out on the Contract Specifications page.

**Interest Strategy Application Date:** The Valuation Date on which the balance of the Purchase Payment Account is applied to the Interest Strategies. This date is set out on the Contract Specifications page.

**Market Value Adjustment:** An adjustment that may apply to Contract values on a withdrawal or surrender before the end of the seventh (7th) Contract Year. This adjustment depends on changes in interest rates as reflected in the MVA Index since the Interest Strategy Application Date and the amount of time remaining to the end of the seventh (7th) Contract Year. If the MVA Index has gone up, stayed the same, or decreased by less than 0.25%, then any Market Value Adjustment will decrease your Contract values. If the MVA Index has gone down by more than 0.25%, then any Market Value Adjustment will increase your Contract values. It is applied and calculated as set out in the **Market Value Adjustment** provision of this Contract.

**MVA Index:** The MVA Index set out on the Contract Specifications page. We may replace or adjust this index as allowed by the **Change in Index** provision of this Contract.

**Purchase Payment:** The amount received by us for this Contract. This amount is after the deduction of any fee charged by the person remitting payment. It is also after the deduction of any taxes withheld from the payment.

**Step-Up:** An amount used to calculate the Declared Interest Rate or Cap for a Term that begins after the first (1st) Contract Year and before the eighth (8th) Contract Year. The Step-Up, if any, for each such Term is set out on the Contract Specifications page.

**Tax-Qualified Contract:** An annuity contract that is intended to qualify for special tax treatment for retirement savings. Whether this is a Tax-Qualified Contract is set out on the Contract Specifications page.

**Term:** For a Declared Rate Strategy, the period of time during which the interest rate is declared; for an Indexed Strategy, the period over which an Indexed Interest Rate is calculated. The first Term begins on the Interest Strategy Application Date. A new Term begins upon the expiration of each preceding Term. Each Term is one (1) year in length.

**Valuation Date:** A day or days of each month on which the value of the Crediting Index and the index interest rate for the MVA Index are determined. The Valuation Dates are set out on the Contract Specifications page.

The value of the Crediting Index on a Valuation Date is its standard industry value at the close of business on that date. If the New York Stock Exchange is not open for business on that date, then the value of the Crediting Index will be the value as of the close of business on the most recent day on which the Exchange was open before that Valuation Date.

The MVA Index on a Valuation Date is the rate published for that date. If the rate or a component of it is not published for that date, then the rate or component will be the one for the most recent date, or most recent period, for which it was published.

**Written Request:** Information provided, or a request made, that is:

- 1) complete and satisfactory to us;
- 2) sent to us on our form or in a manner satisfactory to us, which may, at our discretion, be by telephone or electronic means; and
- 3) received by us at our Administrative Office.

A Written Request is subject to any payment that we make before we acknowledge it. It is also subject to any action that we take before we acknowledge it. We will deem a Written Request to be a standing order. It may be modified or revoked only by a subsequent Written Request, when permitted by the terms of this Contract. You may be required to return this Contract to us in connection with a Written Request.

## **GENERAL PROVISIONS**

### **Entire Contract**

This Contract is an individual deferred annuity contract. It is intended to qualify as an annuity under Section 72 of the Internal Revenue Code and the tax qualification set out in the tax qualification endorsement, if any. This Contract, any application for it, any endorsements to it, and any riders and rider applications, form the entire contract between you and us.

Only statements that you have made in consideration for this Contract or a rider will be used to defend a claim based on it, or to void this Contract or a rider. Such statements are treated as representations and not warranties.

### **Changes – Waivers**

No changes or waivers of the terms of this Contract are valid unless made in writing and are signed by our President, Vice President, or Secretary. No other person or producer has authority to change or waive any provision of this Contract. We reserve the right, in our sole discretion, to administer or change the terms of this Contract to obtain or retain the intended tax treatment under federal tax law, or to take into account other pertinent laws and governmental regulations and rulings.

### **Nonparticipating**

This Contract does not pay dividends or share in the Company's divisible surplus.

**Misstatement**

If the age of a person is misstated, payments shall be adjusted to the amount that would have been payable based on the correct age. If payments based on the correct age would have been higher, we will promptly pay the underpaid amount in one (1) sum, with interest. If payments based on the correct age would have been lower, we may deduct the overpaid amount, with interest, from succeeding payments. We may also pursue other remedies at law or in equity. The interest to be paid or charged shall be at the rate used to calculate the payments, but shall not exceed six percent (6%) per year.

**Required Reports**

At least once each Contract Year, we will send you a report of your current values. We will also provide any other information required by law. These reports will stop on the earliest of the following dates:

- 1) the date that this Contract is surrendered;
- 2) the Annuity Commencement Date; or
- 3) the Death Benefit Valuation Date.

The reports will be mailed to your last known address. If permitted by law, in place of that we may deliver these and other required documents in electronic form. The reported values will be based on the information in our possession at the time that we prepare the report. We may adjust the reported values at a later date if that information proves to be incorrect or has changed.

**Exclusive Benefit**

Your rights as Owner of this Contract are for the exclusive benefit of you and your Beneficiaries. Your rights as Owner of this Contract are not forfeitable by us.

**State Law**

All factors, values, benefits, and reserves under this Contract shall not be less than those required by the law of the state in which this Contract is delivered.

**Claims of Creditors**

To the extent allowed by law, your rights as Owner of this Contract and all values and benefits under it are not subject to the claims of creditors or to legal process.

**Company Liability**

We will not be liable for any loss that is related to a failure by you, or by any other person having rights or benefits under this Contract, to comply with pertinent laws or governmental regulations or rulings.

**Incontestability**

This Contract is not contestable by us, except to the extent stated in an application, rider, or endorsement, if any.

**Discharge of Liability**

We will be discharged from all liability to the extent of each payment that is made for a withdrawal, surrender, Annuity Benefit, Death Benefit, or rider benefit.

**Transfer by the Company**

We reserve the right to transfer our obligations under this Contract to another qualified life insurance company under an assumption or reinsurance arrangement. We may make such a transfer without your consent.

**Taxes**

Some states impose on the Company a premium tax or other taxes on annuities. If a premium tax or other tax is charged or due, we reserve the right to deduct this amount from the Purchase Payment or Account Value at the time that it is imposed.

**Plan Administration Fees and Charges**

If this Contract is issued under an employer retirement plan, some employers or plan administrators impose on the Company a charge or fee for plan administration. If such a charge or fee is due, we reserve the right to deduct this amount from the Purchase Payment or Account Value at the time that it is imposed.

**Proof of Death**

Before making payment of a Death Benefit, or any other payment or transfer of ownership rights that depends on the death of a specified person, we will require Due Proof of Death. We may delay making any payment until it is received.

**Change in Index**

This Contract has a Crediting Index and an MVA Index. If an index or a component of it stops being published, then we will select a similar published index to replace it. If the publication schedule of an index or a component of it is changed, or if the calculation of it is changed significantly, then we may select a similar published index to replace it or make adjustments to it to approximate the performance of the index as it was originally composed. A new index will not be exactly the same, but will correspond reasonably, as determined by us in good faith, to the index being replaced. If required, we will get approval from the insurance department of the state where this Contract was issued before we replace or adjust an index.

## PURCHASE PAYMENT

The Purchase Payment must be received by us on or before the Contract Effective Date. No additional Purchase Payments may be made. Unless we agree, the Purchase Payment must be at least the minimum Purchase Payment and cannot exceed the maximum Purchase Payment that we set for such from time to time. Upon request, we will provide you with a receipt as proof of payment.

## CONTRACT VALUES

**Account Value**

The Account Value of this Contract at any time is equal to the sum of the Purchase Payment Account and the values of each Interest Strategy.

**Purchase Payment Account Value**

At any time, the value of the Purchase Payment Account is equal to:

- 1) the Purchase Payment received by us that has not yet been applied to an Interest Strategy; minus
- 2) the premium tax or other tax that may apply to such Purchase Payments; and minus
- 3) all withdrawals and applicable Early Withdrawal Charges; and plus
- 4) the Market Value Adjustments, if any, that applied to such withdrawals; and minus
- 5) rider fees and charges, if any; and minus
- 6) plan administration fees and charges, if any; and plus
- 7) interest that we credit daily.

If the Market Value Adjustment that applied to a withdrawal is a negative number, it will reduce the Purchase Payment Account Value.

**Indexed Strategy Value**

At any time, the value of an Indexed Strategy is equal to:

- 1) the amounts applied to that Indexed Strategy for the current Term; minus
- 2) all withdrawals and applicable Early Withdrawal Charges; and plus
- 3) the Market Value Adjustments, if any, that applied to such withdrawals; and minus
- 4) rider fees and charges, if any; and minus
- 5) plan administration fees and charges, if any; and plus
- 6) interest, if any, that we credit at the Indexed Interest Rate on or before such date.

If the Market Value Adjustment that applied to a withdrawal is a negative number, it will reduce the Indexed Strategy Value.

**Declared Rate Strategy Value**

At any time, the value of the Declared Rate Strategy is equal to:

- 1) the amounts applied to the Declared Rate Strategy for the current Term; minus
- 2) all withdrawals and applicable Early Withdrawal Charges; and plus
- 3) the Market Value Adjustments, if any, that applied to such withdrawals; and minus
- 4) rider fees and charges, if any; and minus
- 5) plan administration fees and charges, if any; and plus
- 6) interest that we credit daily at the Declared Interest Rate.

If the Market Value Adjustment that applied to a withdrawal is a negative number, it will reduce the Declared Rate Strategy Value.

**Surrender Value**

The Surrender Value of this Contract at any time is equal to:

- 1) the Account Value; plus
- 2) the Market Value Adjustment that would apply on a surrender of this Contract; and minus
- 3) the Early Withdrawal Charge that would apply on a surrender of this Contract.

If the Market Value Adjustment is a negative number, it will reduce the Surrender Value. The Surrender Value of this Contract shall never be less than the Guaranteed Minimum Surrender Value.

**Guaranteed Minimum Surrender Value**

The Guaranteed Minimum Surrender Value at any time is equal to:

- 1) the Purchase Payment multiplied by the GMSV Factor that is set out on the Contract Specifications page; and minus
- 2) all withdrawals net of any applicable Early Withdrawal Charges and MVA Adjustments; and minus
- 3) rider fees and charges, if any; and minus
- 4) plan administration fees and charges, if any; and plus
- 5) interest credited daily at the Guaranteed Minimum Declared Rate that is set out on the Contract Specifications page.

**Market Value Adjustment**

A Market Value Adjustment shall be made to the Contract values if you surrender it or take a withdrawal in excess of the Free Withdrawal Allowance prior to the end of the seventh (7th) Contract Year.

Subject to the limits set out below, the Market Value Adjustment shall be equal to the MVA factor multiplied by the amount subject to the adjustment. The amount subject to the adjustment is equal to the portion of the Account Value that you withdraw or surrender. It shall include the amount applied towards any negative Market Value Adjustment and Early Withdrawal Charge. It shall not include the amount, if any, covered by your Free Withdrawal Allowance.

The MVA factor is equal to:

$$\left[ \frac{1 + A}{1 + B + .0025} \right]^N - 1$$

Where:

- A = the index interest rate from the MVA Index for the Interest Strategy Application Date;
- B = the index interest rate from the MVA Index for the most recent Valuation Date that is on or before the date that we receive your request for a withdrawal or surrender; and
- N = the number of whole and partial years remaining to the end of the seventh (7th) Contract Year.

A positive Market Value Adjustment shall never be greater than the Early Withdrawal Charge that applies to the withdrawal or surrender. A negative Market Value Adjustment shall never reduce the Surrender Value to less than the Guaranteed Minimum Surrender Value. No Market Value Adjustment shall be made with respect to amounts, if any, that we deduct for:

- 1) rider fees and charges;
- 2) plan administration fees and charges; or
- 3) premium tax or other tax.

**Early Withdrawal Charge**

An Early Withdrawal Charge shall be deducted from the Account Value of this Contract if you surrender it or take a withdrawal in excess of the Free Withdrawal Allowance prior to the end of the seventh (7th) Contract Year.

The Early Withdrawal Charge shall be equal to the Early Withdrawal Charge rate multiplied by the amount that is subject to such charge. The Early Withdrawal Charge rates for each Contract Year are set out on the Contract Specifications page.

The amount subject to the charge is the portion of the Account Value that you withdraw or surrender, after the Market Value Adjustment is applied. It shall include any amount needed to pay the Early Withdrawal Charge itself. It shall not include the amount covered by your Free Withdrawal Allowance, if any.

**Free Withdrawal Allowance**

Prior to the first Contract Anniversary, the Free Withdrawal Allowance is an amount equal to 10% of the Purchase Payment applied to this Contract. On or after the first Contract Anniversary, the Free Withdrawal Allowance is an amount equal to ten percent (10%) of the Account Value as of the most recent Contract Anniversary.

You may not carry over any unused part of your Free Withdrawal Allowance from one Contract Year to the next.

## INTEREST

### Interest Crediting

Interest under this Contract is credited daily and compounded annually. Interest shall be credited to the Purchase Payment beginning on the Contract Effective Date. We will not credit interest on amounts after the earliest of:

- 1) the date on which they are withdrawn or surrendered;
- 2) the Annuity Commencement Date; or
- 3) the Death Benefit Valuation Date.

### Purchase Payment Account

Interest is credited daily on amounts held under the Purchase Payment Account at an annual effective rate of at least the Guaranteed Minimum Declared Rate, as set out on the Contract Specifications page. The Company, at its discretion, may declare and pay interest at a rate that is higher than, and in place of, the Guaranteed Minimum Declared Rate. Once declared, such rate shall be paid on amounts held under the Purchase Payment Account until changed.

### Declared Rate Strategy

Interest is credited daily on amounts held under the Declared Rate Strategy based on a Declared Interest Rate with annual compounding.

The Declared Interest Rate for a Term that begins during the first Contract Year shall be the rate declared by the Company, in its sole discretion, prior to the Interest Strategy Application Date.

The Declared Interest Rate for a Term that begins after the first (1st) Contract Year but before the eighth (8th) Contract Year shall be equal to:

- 1) the Declared Interest Rate for the Term that immediately preceded the new Term; plus
- 2) the Step-Up, if any, for the new Term that is set out on the Contract Specifications page.

The Declared Interest Rate for a Term that begins after the seventh (7th) Contract Year shall be the rate declared by the Company, in its sole discretion, before the beginning of that Term.

The Declared Interest Rate shall never be less than the Guaranteed Minimum Declared Rate as set out on the Contract Specifications page.

### Indexed Strategy

On the last day of a Term, interest is credited to amounts held under an Indexed Strategy based on the Indexed Interest Rate for that Term with annual compounding. Interest is credited only on amounts that have been held under the Indexed Strategy for the entire Term; no interest is credited with respect to amounts that have been withdrawn during the Term or applied to pay Early Withdrawal Charges or negative Market Value Adjustments due as a result of such withdrawal(s), or to amounts deducted to pay rider fees and charges or plan administration fees and charges, if any. No interest shall be credited if the Indexed Interest Rate for the Term is zero (0) or negative.

### Indexed Interest Rate – Annual Point-to-Point Indexed Strategy

For any Term, the Indexed Interest Rate for this Indexed Strategy is the lesser of:

- 1) the percentage, if any, by which the value of the Crediting Index on the anniversary of the first day of that Term exceeds the value of the Crediting Index on the first day of that Term; or
- 2) the Cap for that Term.

### **Indexed Interest Rate – Monthly Average Indexed Strategy**

For any Term, the Indexed Interest Rate for this Indexed Strategy is the lesser of:

- 1) the percentage, if any, by which the average of the values of the Crediting Index for each of the twelve (12) monthly anniversaries of the first day of that Term exceeds the value of the Crediting Index on the first day of that Term; or
- 2) the Cap for that Term.

### **Indexed Interest Rate Cap**

The Cap for a Term that begins during the first Contract Year shall be the Cap declared by the Company, in its sole discretion, prior to the Interest Strategy Application Date.

The Cap for a Term that begins after the first (1st) Contract Year but before the eighth (8th) Contract Year shall be equal to:

- 1) the Cap for the Term that immediately preceded the new Term; plus
- 2) the Step-Up, if any, for the new Term that is set out on the Contract Specifications page.

The Cap for a Term that begins after the seventh (7th) Contract Year shall be the Cap declared by the Company, in its sole discretion, before the beginning of that Term.

For each Indexed Strategy, the Cap shall never be less than the Guaranteed Value set out on the Contract Specifications page for that particular Indexed Strategy.

## **INTEREST STRATEGY SELECTIONS**

### **Application of Purchase Payment**

The Purchase Payment shall be applied to the Purchase Payment Account upon receipt by us.

### **Selection of Declared Rate and Indexed Strategies**

On the Interest Strategy Application Date, as set forth on the Contract Specifications page, we will apply the then current balance of the Purchase Payment Account to the Interest Strategies you have selected. Your selection must be made by Written Request. Your initial selection of Interest Strategies is set out on the Contract Specifications page. Your selection of Interest Strategies shall continue to apply until changed. You may change your selection of Interest Strategies by Written Request at any time. A change in your selection shall apply to all Term renewals that occur after our receipt of your Written Request.

### **Renewals at End of a Term**

At the end of each Term, the funds held for that Term shall be reapplied for a new Term based on your most recent selection of Interest Strategies. The new Term of each Interest Strategy shall be subject to the Declared Interest Rate or Cap in effect for the Interest Strategy at the time. At the end of a Term, we reserve the right to eliminate a particular Indexed Strategy at our discretion. If you have selected an Indexed Strategy that is no longer available, we will apply the funds to the Declared Rate Strategy.

### **Rules Regarding Interest Strategy Selections**

The amount you apply to an Interest Strategy must be in whole percentages. We reserve the right to round amounts up or down to make whole percentages, and to reduce or increase amounts proportionately in order to total one hundred percent (100%). We may establish minimum and maximum amounts that must be applied to an Interest Strategy, and may reallocate amounts under such minimum or over such maximum to the Declared Rate Strategy.

Unless an Indexed Strategy is eliminated, the percentage applied to an Indexed Strategy shall not be less than:

- 1) the percentage allocated to such Indexed Strategy during the Term that immediately preceded the new Term; minus
- 2) the Strategy Reallocation Limit that is set out on the Contract Specifications page.

The percentage applied to an Indexed Strategy shall never be less than 0%.

## **SURRENDER AND WITHDRAWALS**

### **Surrender**

You may surrender this Contract in full at any time before the earlier of:

- 1) the Annuity Commencement Date; or
- 2) a death for which a Death Benefit is payable.

A surrender must be made by Written Request. In the case of a surrender, this Contract shall terminate.

The amount paid upon a surrender shall be the Surrender Value reduced by:

- 1) rider fees and charges, if any; and
- 2) the outstanding balance of loans, if any.

### **Withdrawals**

You may take withdrawals from this Contract at any time before the earliest of:

- 1) the Annuity Commencement Date;
- 2) a death for which a Death Benefit is payable; or
- 3) the date that this Contract is surrendered.

A withdrawal must be made by Written Request. The amount of any withdrawal must be at least \$500. No withdrawal may be made if it would reduce the Account Value to less than the Minimum Required Value, net of any loan. The Minimum Required Value is set out on the Contract Specifications page.

A withdrawal will be taken:

- 1) first from the Purchase Payment Account;
- 2) then from the Declared Rate Strategy;
- 3) then from the Indexed Strategy(ies), and if more than one (1), it will be taken proportionally.

### **Exchanges, Transfers, and Rollovers**

An amount paid on a withdrawal or surrender may be paid to or for another annuity or tax-qualified account in a tax-free exchange, transfer, or rollover to the full extent allowed by federal tax law.

### **Termination**

We reserve the right to terminate this Contract at any time that the Account Value is less than the Minimum Required Value. The Minimum Required Value is set out on the Contract Specifications page. If we terminate this Contract for this reason, we will pay you the Surrender Value. We will not terminate this Contract at a time when a distribution to you is prohibited by a tax qualification or employer plan endorsement.

### **Deferral of Payment**

We reserve the right to delay payment of a surrender or withdrawal after we receive your Written Request for it. We may delay such payment for up to six (6) months upon receipt of written approval from the commissioner of insurance of the state in which this Contract was delivered.

## **OWNERSHIP PROVISIONS**

### **Owner**

The Owner of this Contract is the person or persons named as such on the Contract Specifications page, the person or persons who become the owner or owners under the ***Transfer of Ownership*** provision or ***Successor Owner*** provision of this Contract.

Unless it is stated otherwise, the Owner may exercise all of the ownership rights under this Contract.

If you or a joint owner is a non-natural person, then the age of the eldest Annuitant is treated as the age of such Owner for all purposes under this Contract. A trustee or plan sponsor that owns this Contract is considered to be a non-natural person for all purposes under this Contract.

### **Joint Ownership**

If this is a Tax-Qualified Contract, then no joint owner is permitted except where the Contract is owned by multiple plan sponsors or trustees.

If this is not a Tax-Qualified Contract, then two (2) persons may jointly own this Contract. If there is a joint owner, then you and the joint owner must exercise all rights of ownership by joint action.

### **Assignment**

If this is a Tax-Qualified Contract, then you may not pledge, charge, encumber, or in any way assign your interest in this Contract except to the limited extent as may be provided in the tax qualification endorsement and the loan endorsement, if any.

If this is not a Tax-Qualified Contract, then you generally may assign all or any part of your rights under this Contract. However, you may not assign your rights to:

- 1) designate or change a Beneficiary;
- 2) designate or change an Annuitant;
- 3) transfer ownership; or
- 4) elect a settlement option.

The person to whom you make an assignment is called an assignee.

We are not responsible for the validity or tax effects of any assignment. An assignment must be made by Written Request and must be received at our Administrative Office. We will not be bound by an assignment until we acknowledge it. An assignment is subject to any payment made or any action we take before we acknowledge it. An assignment may be ended only by the assignee or as provided by law.

The rights of an assignee, including the right to any payment under this Contract, come before the rights of an Owner, Annuitant, Beneficiary, or other payee.

### **Transfer of Ownership**

If this is a Tax-Qualified Contract, then you may not transfer, sell, or in any way alienate your interest in this Contract except to the limited extent provided in the tax qualification endorsement.

If this is not a Tax-Qualified Contract, then you may transfer ownership at any time during your lifetime. A transfer must be made by Written Request. Except as otherwise elected or as required by law, it shall not cancel a designation of an Annuitant or Beneficiary or a settlement option election.

### **Successor Owner**

In some cases, your spouse may succeed to the ownership of this Contract after your death. Specifically, if a Death Benefit is payable on account of your death and your spouse is the sole Beneficiary under this Contract, then he or she shall become the successor owner of this Contract if:

- 1) you make that Written Request before your death; or
- 2) after your death, your spouse makes that Written Request within one (1) year of your death and before the Death Benefit Commencement Date.

As successor owner, your spouse shall then succeed to all rights of ownership under this Contract except the right to name another successor owner.

If the successor owner is not your spouse as defined by federal tax law, then the Contract values must be distributed after your death as required by the **Death Benefit Distribution Rules** provision of this Contract.

### **Community Property**

If you live in a community property state and have a spouse at any time while you own this Contract, the laws of that state may vary your ownership rights.

## **ANNUITANT PROVISIONS**

### **Annuitant**

If this is a Tax-Qualified Contract, then the Annuitant is the Owner, or if the Owner is the plan sponsor or trustee, then the Annuitant is the designated natural person covered under the Plan for whose benefit this annuity contract was purchased.

If this is not a Tax-Qualified Contract, then the Annuitant is the natural person or persons designated by you under the **Designation of Annuitant** provision of this Contract. If you do not designate an Annuitant or if no Annuitant designated by you is surviving, then the Annuitant shall be each Owner who is a natural person.

### **Designation of Annuitant**

If this is a Tax-Qualified Contract, and if the Owner is the plan sponsor or trustee, then the Annuitant must be designated before the Contract Effective Date. The designation must be made by Written Request, and cannot be changed.

If this is not a Tax-Qualified Contract, then except as provided below, you may make or change a designation of Annuitant at any time before the Annuity Commencement Date. If you or a joint owner is a non-natural person, then the Annuitant must be designated before the Contract Effective Date. After the Contract Effective Date, a designation of Annuitant may not be changed while the Owner or joint owner is a non-natural person. For this purpose, a trustee is considered to be a non-natural person. A designation of Annuitant must be made by Written Request. Except as otherwise elected or as required by law, it shall not cancel a designation of a Beneficiary or a settlement option election. A designation may name two (2) or more natural persons jointly as the Annuitant. On the death of a joint Annuitant, the survivor shall become the sole Annuitant. A designation may name a natural person as a contingent Annuitant. A contingent Annuitant shall become the Annuitant only if there is no surviving primary Annuitant.

## BENEFICIARY PROVISIONS

### **Beneficiary**

If a Death Benefit becomes payable on account of your death or the death of a joint owner, then a surviving owner or joint owner is the Beneficiary no matter what other designation you may have made.

In all other cases, the Beneficiary is the person or persons that you designate under the ***Designation of Beneficiary*** provision of this Contract, or if none is surviving, then the Beneficiary is your estate.

A Beneficiary shall be deemed not to be surviving if he or she dies within thirty (30) days after the death for which the Death Benefit is payable.

### **Designation of Beneficiary**

You may make or change a designation of Beneficiary at any time before the Annuity Commencement Date so long as:

- 1) you have not specified that a prior designation is irrevocable; and
- 2) no death has occurred for which a Death Benefit is payable.

A designation of Beneficiary must be made by Written Request. The Written Request must be received on or before the date of death for which a Death Benefit is payable. Except as otherwise elected or as required by law, it shall not change a settlement option election.

You may designate two (2) or more persons jointly as the Beneficiary. Unless you state otherwise, joint Beneficiaries that are surviving shall be entitled to equal shares. You may also designate one (1) or more persons as contingent Beneficiary. Unless you state otherwise, a contingent Beneficiary shall be entitled to a benefit only if there is no primary Beneficiary that is surviving.

## ANNUITY BENEFIT

### **Annuity Commencement Date**

The Annuity Commencement Date is set out on the Contract Specifications page. You may change the Annuity Commencement Date by Written Request. Such a request must be received by us no later than the chosen date, and at least thirty (30) days before the date of the first payment to be made under a settlement option.

You may not change the Annuity Commencement Date to a date that is earlier than the first Contract Anniversary. You may not change the Annuity Commencement Date to a date that is later than the Contract Anniversary following your 95th birthday or the 95th birthday of a joint owner, unless we agree.

### **Annuity Benefit Amount**

The amount to be used to provide Annuity Benefit payments under this Contract is the greater of the Account Value or the Guaranteed Minimum Surrender Value as of the Annuity Commencement Date. In any case, the amount used to provide Annuity Benefit payments shall be reduced by:

- 1) rider fees and charges, if any;
- 2) premium tax or other taxes not previously deducted;
- 3) plan administration fees and charges, if any; and
- 4) the outstanding balance of loans, if any.

### **Annuity Benefit Payments**

Annuity Benefit payments shall be made to the Annuitant as payee unless:

- 1) amounts are paid as a tax-free exchange, transfer, or rollover to or for an annuity or tax-qualified account as permitted by federal tax law; or
- 2) you are not the Annuitant, and you elect to have Annuity Benefit payments made to you as payee.

An Annuity Benefit payment for a payment interval that ends after the death of the payee shall be made to the contingent payee that you designate. If there is no such contingent payee surviving, then such payment shall be made to the person or persons designated as contingent payee by the last payee who received payments. Failing that, such payment shall be made to the estate of the last payee who received payments.

A designation or change of a payee or contingent payee must be made by Written Request. Unless you have specified that a prior designation is irrevocable, you may change the payee or contingent payee at any time, subject to the limits on primary payees described above.

In any event, the Annuitant shall be the person on whose life Annuity Benefit payments are based. A change of payee or contingent payee shall not change this.

### **Form of Annuity Benefit**

Annuity Benefit payments shall be made annually under the terms of Option B as described in the SETTLEMENT OPTIONS section of this Contract with a fixed period of ten (10) years, or if fewer, the maximum number of whole years permitted under the tax qualification endorsement, if any.

In place of that, you may choose to have Annuity Benefit payments made in the form of any other option that is available to you under the SETTLEMENT OPTIONS section of this Contract. Your choice must be made by Written Request that is received by us no later than the Annuity Commencement Date and at least thirty (30) days before the date of the first payment to be made. It is subject to the **Annuity Benefit Distribution Rules** provision of this Contract.

No Annuity Benefit shall be paid if we have the right to terminate this Contract under the **Termination** provision of this Contract.

### **Annuity Benefit Distribution Rules**

If this is a Tax-Qualified Contract, then Annuity Benefit payments must meet the required minimum distribution rules set out in the tax qualification endorsement.

If this is not a Tax-Qualified Contract, then Annuity Benefit payments that are still payable after the death of the person controlling payments must be made at least as rapidly as payments were being made at the time of such death. For this purpose, the person controlling payments is:

- 1) the Owner, if the Owner has the right to change the payee; or
- 2) in all other cases, the payee.

## DEATH BENEFIT

### Death Benefit

A Death Benefit shall be payable under this Contract if before the Annuity Commencement Date and before this Contract is surrendered:

- 1) you or a joint owner dies; or
- 2) you or a joint owner is a non-natural person, and the Annuitant dies.

For this purpose, a trustee or plan sponsor is considered to be a non-natural person, and the death of an individual who owns this Contract as a trustee or plan sponsor shall not be treated as the death of an owner.

If a Death Benefit becomes payable:

- 1) it shall be in place of all other benefits under this Contract; and
- 2) all other rights under this Contract shall terminate except for rights related to the Death Benefit.

No Death Benefit shall be paid on your death if your spouse becomes the successor owner of this Contract. Only one (1) Death Benefit can be paid under this Contract.

### Death Benefit Amount

The Death Benefit shall be equal to the greater of the Account Value or the Guaranteed Minimum Surrender Value as of the Death Benefit Valuation Date. In any case, the Death Benefit shall be, reduced by:

- 1) rider fees and charges, if any;
- 2) premium tax or other taxes not previously deducted;
- 3) plan administration fees and charges, if any; and
- 4) the outstanding balance of loans, if any.

### Interest on Death Benefit

We will accrue interest on the Death Benefit payable under this Contract as required by law. Such interest, if any, shall be added to the Death Benefit to be paid.

### Death Benefit Commencement Date

The Beneficiary may designate the Death Benefit Commencement Date by Written Request. This request must be made within one (1) year of the date of death for which the Death Benefit is payable. It is subject to the **Death Benefit Distribution Rules** provision of this Contract. If no designation is made, then the Death Benefit Commencement Date shall be one (1) year after the date of death.

### Death Benefit Payments

Death Benefit payments shall be made to the Beneficiary as payee unless:

- 1) amounts are paid as a tax-free exchange, transfer, or rollover to or for an annuity or tax-qualified account as permitted by federal tax law; or
- 2) the Beneficiary is a non-natural person, and elects to have Death Benefit payments made to a payee to whom the Beneficiary is obligated to make corresponding payments.

A Death Benefit payment for a payment interval that ends after the death of the Beneficiary shall be made to the contingent payee designated as part of any Death Benefit settlement option election made by you. If there is no such contingent payee surviving, then such payment shall be made to the person or persons designated as contingent payee by the Beneficiary. Failing that, such payment shall be made to the estate of the last payee who received payments.

A designation or change of a payee or contingent payee must be made by Written Request. A Beneficiary may not change a contingent payee designation made as part of a Death Benefit settlement option election made by you. A Beneficiary may make or change any other payee or contingent payee designation at any time.

The Beneficiary shall be the person on whose life Death Benefit payments under a settlement option will be based. A change of payee or contingent payee shall not change this. A Beneficiary that is a non-natural person may elect to have payments based on the life of a person to whom the Beneficiary is obligated. Such an election must be made by Written Request before the Death Benefit Commencement Date.

#### **Form of Death Benefit**

Death Benefit payments shall be made annually under the terms of Option A as described in the SETTLEMENT OPTIONS section of this Contract, with a period certain of four (4) years, or if fewer, the maximum number of whole years permitted under the tax qualification endorsement, if any.

In place of that, you may choose to have Death Benefit payments paid as a lump sum or in the form of any option that is available under the SETTLEMENT OPTIONS section of this Contract. Your choice must be made by Written Request that is received by us on or before the date of death for which a Death Benefit is payable.

If you do not make such a choice, the Beneficiary may make that choice at any time after the date of death. His or her choice must be made by Written Request that is received by us no later than the Death Benefit Commencement Date and at least thirty (30) days before the date of the first payment to be made.

Any choice is subject to the **Death Benefit Distribution Rules** provision of this Contract.

No settlement option payments shall be paid if the amount to be applied as a Death Benefit is less than \$2,000. In that case, the amount to be applied shall be paid as a lump sum on the Death Benefit Commencement Date.

#### **Death Benefit Distribution Rules**

If this is a Tax-Qualified Contract, then Death Benefit payments must meet the required minimum distribution rules set out in the tax qualification endorsement.

If this is not a Tax-Qualified Contract, then the Death Benefit must be paid either:

- 1) in full within five (5) years of the date of death; or
- 2) over the life of the Beneficiary or over a period certain not exceeding his or her life expectancy, with payments at least annually starting within one (1) year of the date of death.

However, if this is not a Tax-Qualified Contract and your spouse (as defined by federal tax law) becomes the successor owner of this Contract after your death, then:

- 1) this rule shall not apply at the time of your death; and
- 2) if your spouse later dies before the Annuity Commencement Date, this rule shall apply upon the death of your spouse, with your spouse being treated as the Owner for purposes of this rule.

## SETTLEMENT OPTIONS

### Conditions

Payments under a settlement option are subject to any minimum amounts, payment intervals, and other terms and conditions that we may from time to time require. If we change our minimums, we may change any current or future payment amounts and/or payment intervals to conform to the change. Payments under a settlement option are made at the end of a payment interval. More than one (1) settlement option may be elected if the requirements for each settlement option elected are satisfied. Once payment begins under a settlement option, the settlement option may not be changed.

All elected settlement options must comply with pertinent laws and governmental regulations and rulings.

If more than one (1) person is the payee under a settlement option, payments shall be made to the payees jointly. No more than two (2) persons may be initial payees under a joint and survivor settlement option.

If payment under a settlement option depends on whether a specified person is still alive, we may at any time require proof that such person is still living. We will require proof of the age of any person on whose life payments are based.

### Nonhuman Payees under a Settlement Option

Except as stated below, the primary payee under a settlement option must be a human being. All settlement option payments during his or her life must be made by check payable to the primary payee or by electronic transfer to a checking or savings account owned by the primary payee. Settlement option payments may be made as a tax-free exchange, transfer, or rollover to or for another annuity or tax-qualified account to the full extent allowed by federal tax law. A nonhuman owner may be the primary payee. We may make other exceptions in our discretion.

### Limitation on Election of Settlement Option

A fixed period of less than the Minimum Fixed Period Annuitization is available only as a Death Benefit settlement option. The Minimum Fixed Period Annuitization is set out on the Contract Specifications page.

### Settlement Option Computations

The Annuity 2000 Mortality Table for blended lives (60% female/40% male) with interest at [one percent (1%)] per year, compounded annually, is used to compute all guaranteed settlement option factors, values and benefits under this Contract. For purposes of calculating payments based on the age of a person, we will use the person's age as of his or her last birthday.

### Available Settlement Options

The available settlement options are set out below.

#### **Option A** Fixed Period Annuity

We will make periodic payments for a fixed period. The first payment shall be paid as of the last day of the initial payment interval. The maximum time over which we will make payments or money will be held by us is thirty (30) years. The Option A Table applies to this Option.

#### **Option B** Life Annuity or Life Annuity with Payments for at Least a Fixed Period

We will make periodic payments until the death of the person on whose life payments are based. If selected, we guarantee that such payments shall continue for at least a minimum fixed period even if the person should die before the end of that fixed period. The first payment shall be paid as of the last day of the initial payment interval. The Option B Table applies to this Option.

**Option C** Joint and One-half Survivor Annuity

We will make periodic payments until the death of the primary person on whose life payments are based; thereafter, we will make one-half (1/2) of the periodic payment until the death of the secondary person on whose life payments are based. The first payment shall be paid as of the last day of the initial payment interval. The Option C Table applies to this Option.

We will make periodic payment in any other form of settlement option that is acceptable to us at the time of an election.

**Commuted Values**

Commuted values are not available unless we agree otherwise.

**Settlement Option Tables**

The Option Tables show the payments that we will make at sample payment intervals for each \$1,000 applied based on the guaranteed settlement option factors. Amounts may vary with the payment interval and the age of the person on whose life payments are based. Upon request, we will provide information on the payments that we will make for other payment intervals and ages.

**OPTION A TABLE - FIXED PERIOD ANNUITY**

Payments for fixed number of years for each \$1,000 applied.

<b>Term of Payments</b>	<b>Annual</b>	<b>Semi-Annual</b>	<b>Quarterly</b>	<b>Monthly</b>
<b>Years</b>				
<b>1</b>	[\$1,010.00	\$503.74	\$251.55	\$83.78
<b>2</b>	507.51	253.12	126.40	42.10
<b>3</b>	340.02	169.58	84.68	28.20
<b>4</b>	256.28	127.82	63.83	21.25
<b>5</b>	206.03	102.76	51.31	17.09
<b>6</b>	172.54	86.05	42.97	14.31
<b>7</b>	148.62	74.12	37.01	12.32
<b>8</b>	130.69	65.18	32.55	10.84
<b>9</b>	116.74	58.22	29.07	9.68
<b>10</b>	105.58	52.65	26.29	8.75
<b>11</b>	96.45	48.10	24.02	8.00
<b>12</b>	88.84	44.31	22.12	7.37
<b>13</b>	82.41	41.10	20.52	6.83
<b>14</b>	76.90	38.35	19.15	6.37
<b>15</b>	72.12	35.97	17.96	5.98
<b>16</b>	67.94	33.88	16.92	5.63
<b>17</b>	64.25	32.04	16.00	5.33
<b>18</b>	60.98	30.41	15.18	5.05
<b>19</b>	58.05	28.95	14.45	4.81
<b>20</b>	55.41	27.63	13.80	4.59]

The values stated for fixed periods shorter than the Minimum Fixed Period Annuitization are available only as a Death Benefit option. The Minimum Fixed Period Annuitization is set out on the Contract Specifications page.

**OPTION B TABLE - LIFE ANNUITY  
OR LIFE ANNUITY WITH PAYMENTS FOR AT LEAST A FIXED PERIOD**  
Monthly payments by age of the person named for each \$1,000 applied.

Age*	Number of Months Certain				
	0	60	120	180	240
55	[\$3.25	\$3.24	\$3.22	\$3.18	\$3.12
56	3.33	3.33	3.30	3.26	3.18
57	3.42	3.42	3.39	3.34	3.25
58	3.52	3.51	3.48	3.42	3.32
59	3.62	3.61	3.58	3.51	3.40
60	3.73	3.72	3.68	3.60	3.47
61	3.85	3.83	3.79	3.69	3.54
62	3.97	3.95	3.90	3.79	3.62
63	4.10	4.08	4.02	3.89	3.69
64	4.24	4.22	4.14	4.00	3.77
65	4.39	4.36	4.27	4.10	3.84
66	4.55	4.52	4.41	4.21	3.91
67	4.72	4.68	4.56	4.33	3.99
68	4.90	4.86	4.71	4.44	4.05
69	5.10	5.04	4.87	4.55	4.12
70	5.30	5.24	5.03	4.67	4.18
71	5.53	5.45	5.21	4.78	4.24
72	5.77	5.68	5.39	4.89	4.29
73	6.03	5.92	5.57	5.00	4.34
74	6.31	6.18	5.76	5.11	4.38
75	6.61	6.45	5.95	5.21	4.42
76	6.93	6.74	6.15	5.31	4.45
77	7.28	7.04	6.35	5.40	4.48
78	7.66	7.37	6.55	5.48	4.50
79	8.07	7.71	6.75	5.56	4.52
80	8.51	8.07	6.94	5.63	4.54]

\* Age as of last birthday.

**OPTION C TABLE - JOINT AND ONE-HALF SURVIVOR ANNUITY**  
 Monthly payments by ages of the persons named for each \$1,000 applied.\*

Primary Age**	Secondary Age**										
	60	61	62	63	64	65	66	67	68	69	70
60	[\$3.39	\$3.42	\$3.44	\$3.46	\$3.48	\$3.50	\$3.52	\$3.54	\$3.56	\$3.57	\$3.59
61	3.47	3.49	3.52	3.54	3.56	3.59	3.61	3.63	3.65	3.66	3.68
62	3.54	3.57	3.59	3.62	3.65	3.67	3.69	3.72	3.74	3.76	3.78
63	3.61	3.64	3.67	3.70	3.73	3.76	3.79	3.81	3.83	3.86	3.88
64	3.69	3.72	3.76	3.79	3.82	3.85	3.88	3.91	3.93	3.96	3.98
65	3.77	3.80	3.84	3.88	3.91	3.94	3.98	4.01	4.04	4.07	4.09
66	3.85	3.89	3.93	3.97	4.00	4.04	4.08	4.11	4.14	4.18	4.21
67	3.93	3.97	4.02	4.06	4.10	4.14	4.18	4.22	4.25	4.29	4.32
68	4.01	4.06	4.11	4.15	4.20	4.24	4.28	4.33	4.37	4.41	4.44
69	4.10	4.15	4.20	4.25	4.30	4.34	4.39	4.44	4.48	4.53	4.57
70	4.18	4.24	4.29	4.34	4.40	4.45	4.50	4.55	4.60	4.65	4.70]

\* Payments after the death of the primary payee shall be one-half (1/2) of the amount shown.

\*\* Age as of last birthday.





*Annuity Investors*<sup>®</sup>  
**LIFE INSURANCE COMPANY**

**Individual Deferred Annuity Contract**  
Multiple Interest Crediting Strategies  
Single Purchase Payment  
Nonparticipating - No Dividends  
Market Value Adjustment

SERFF Tracking Number: GRAX-G127154829 State: Arkansas  
 Filing Company: Annuity Investors Life Insurance Company State Tracking Number: 48679  
 Company Tracking Number: P1086111NW  
 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
 Product Name: Annuity Individual Fixed  
 Project Name/Number: Annuity Individual Fixed/P1086111NW

## Supporting Document Schedules

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Flesch Certification		
<b>Comments:</b>		
<b>Attachment:</b>		
AR - READABILITY CERTIFICATION.PDF		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Application		
<b>Comments:</b>		
<b>Attachment:</b>		
A1086211NW.PDF		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> AR - NAIC TRANSMITTAL DOCUMENT, AR - NAIC FORM FILING ATTACHMENT		
<b>Comments:</b>		
<b>Attachments:</b>		
AR - NAIC TRANSMITTAL DOCUMENT.PDF		
AR - NAIC FORM FILING ATTACHMENT.PDF		

	<b>Item Status:</b>	<b>Status Date:</b>
<b>Satisfied - Item:</b> Cover Letter		
<b>Comments:</b>		
<b>Attachment:</b>		
Cover Letter.PDF		

	<b>Item Status:</b>	<b>Status</b>

*SERFF Tracking Number:* GRAX-G127154829      *State:* Arkansas  
*Filing Company:* Annuity Investors Life Insurance Company      *State Tracking Number:* 48679  
*Company Tracking Number:* P1086111NW  
*TOI:* A071 Individual Annuities - Special      *Sub-TOI:* A071.001 Equity Indexed  
*Product Name:* Annuity Individual Fixed  
*Project Name/Number:* Annuity Individual Fixed/P1086111NW

**Date:**

**Satisfied - Item:** AR - FIA Certification

**Comments:**

**Attachment:**

AR - FIA Certification 051011.PDF

**STATE OF ARKANSAS**  
**READABILITY CERTIFICATION**

**COMPANY NAME:** Annuity Investors Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
P1086111NW	50

Signed:   
Name: John P. Gruber  
Title: Senior Vice President  
Date: 5/4/2011

# Annuity Investors Life Insurance Company®

Administrative Address: P.O. Box 5420, Cincinnati, Ohio 45201-5420



Member Companies

## Single Premium Deferred Annuity with Multiple Interest Crediting Strategies and Market Value Adjustment – Request Form

### 1. Owner

#### Primary Owner

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Sex  M  F  
SSN/FEIN \_\_\_\_\_ Birth date \_\_\_\_\_

#### Joint Owner (only available for Non-Qualified contracts)

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Sex  M  F  
SSN/FEIN \_\_\_\_\_ Birth date \_\_\_\_\_

### 2. Annuitant (if other than Owner)

#### Primary Annuitant

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Sex  M  F  
SSN/FEIN \_\_\_\_\_ Birth date \_\_\_\_\_

#### Joint Annuitant (only available for Non-Qualified contracts)

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone \_\_\_\_\_ Sex  M  F  
SSN/FEIN \_\_\_\_\_ Birth date \_\_\_\_\_

### 3. Contract Information

A. Product Name \_\_\_\_\_

B. Purchase Payment: Amount \$ \_\_\_\_\_

- Check enclosed ( check here if indirect rollover)
- Wire Transfer
- Transfer
- Rollover
- 1035 Exchange
- Brokerage Account
- CD Redemption

If 1035 Exchange or Transfer, from what company?  
\_\_\_\_\_

#### C. Tax Qualification for New Annuity

- Non-Qualified
- 403(b) TSA
- Roth 403(b)
- Pension/Profit Sharing (401(k))
- Other (please specify) \_\_\_\_\_
- Gov't 457
- IRA
- Roth IRA
- SEP IRA
- Simple IRA
- Inherited IRA

#### [D.] [Riders (Riders not available for all ages.)]

IncomeSustainer Rider

If this Rider is elected, you must complete Section 3B on the Rider Selection Form.]

#### [E.] Special Requests

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**4. Verification of Client Identification**

**A. Owner**

- Driver's License/ State ID  
State/Country: \_\_\_\_\_  
Number: \_\_\_\_\_
- Passport  
Date Issued: \_\_\_\_\_
- Other (photo id)  
Exp. Date: \_\_\_\_\_
- Owner is an entity, legal document(s) attached (e.g. Articles of Incorporation, Trust Agreement, etc.)

Occupation: \_\_\_\_\_

Employer: \_\_\_\_\_

Retired  Yes  No

For TSA to TSA transfer cases the previous employer is required even if retired.

**B. The source of funds for this transaction is:** \_\_\_\_\_

**C. The purpose of this transaction :** \_\_\_\_\_

**D. Joint Owner**

- Driver's License/ State ID  
State/Country: \_\_\_\_\_  
Number: \_\_\_\_\_
- Passport  
Date Issued: \_\_\_\_\_
- Other (photo id)  
Exp. Date: \_\_\_\_\_

Occupation: \_\_\_\_\_

Employer: \_\_\_\_\_

Retired  Yes  No

For TSA to TSA transfer cases the previous employer is required even if retired.

**5. Beneficiary (P-Primary, C-Contingent)**

If the beneficiary listed below is not designated as a Primary or Contingent beneficiary, it will automatically default to a Primary designation. All shares will be divided equally unless otherwise noted in the space provided.

List additional beneficiaries on the Additional Beneficiary Designation Form. Share/Percentage must equal 100%. If beneficiary is a trust, list the name of the trust, name(s) of the current trustee(s), and trust agreement date **AND provide copies of the first page and signature page of the trust**. If the owner of the contract applied for is a trust, the trust must be designated as the primary beneficiary.

<input type="checkbox"/> P	<input type="checkbox"/> C	Share/Percentage	_____ %
Name _____			
Address _____			
City	_____	State	_____ Zip _____
SSN	_____	Relationship	_____

<input type="checkbox"/> P	<input type="checkbox"/> C	Share/Percentage	_____ %
Name _____			
Address _____			
City	_____	State	_____ Zip _____
SSN	_____	Relationship	_____

<input type="checkbox"/> P	<input type="checkbox"/> C	Share/Percentage	_____ %
Name _____			
Address _____			
City	_____	State	_____ Zip _____
SSN	_____	Relationship	_____

<input type="checkbox"/> P	<input type="checkbox"/> C	Share/Percentage	_____ %
Name _____			
Address _____			
City	_____	State	_____ Zip _____
SSN	_____	Relationship	_____

## 6. Notices (Please review the notice that applies to your state.)

### **ALL STATES:**

#### **[Patriot Act Notice:]**

[To help the government fight the funding of terrorism and money laundering activities, Federal law requires us to obtain all relevant customer-related information necessary to run an effective anti-money laundering program.]

**[What this means to you:** When submitting a request form, we ask that the producer obtain the client's name, street address, date of birth, tax identification number and other customer-related information that will allow us to identify the customer and fulfill our obligations under Federal law. Picture documentation, such as a driver's license or other identifying documents, will be used to verify the information given at the time of the sale.]

**[Arizona Residents:** Upon written request, we will provide reasonable factual information within a reasonable time regarding the benefits and provisions of the Contract. If for any reason you are not satisfied with the annuity contract, you may return it within twenty (20) days (or thirty (30) days if the Contract holder is age 65 or older on the date of the request form for the annuity Contract) after the Contract is delivered to you and receive a refund of all monies paid.]

**[Arkansas, Louisiana and Rhode Island Residents:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in a request form for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

**[California Residents Age 65 or Older:** The sale or liquidation of any stock, bond, IRA, certificate of deposit, mutual fund, annuity, or other asset to fund the purchase of an annuity or life insurance product may have tax consequences, early withdrawal penalty, or other costs or penalties. We recommend that you consult independent legal or financial advice before selling or liquidating any assets to fund the purchase of any life insurance or annuity product.]

**[Colorado Residents:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of insurance within the Department of Regulatory Agencies.]

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

**[Kentucky Residents:** Any person who knowingly and with intent to defraud any insurance company or other person files a request form for insurance or statements of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.]

**[Maine and Tennessee Residents:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines, or a denial of insurance benefits.]

**[Maryland Residents:** Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in a request form for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

**[New Mexico Residents:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in a request form for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.]

**[Ohio Residents:** Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits a request form or files a claim containing any false or deceptive statement is guilty of insurance fraud.]

**[Oklahoma Residents:** WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.]

**[Pennsylvania Residents:** Any person who knowingly and with intent to defraud any insurance company or other person files a request form for insurance or statements of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.]

**7. Existing Insurance/Replacement**

**A. For request forms signed in AL, AK, AZ, AR, CO, HI, IA, KY, LA, ME, MS, MT, NE, NH, NM, OH, RI, SC, TX, VT, WV or WI, answer only question # 1.**

- 1. Do you have any existing life insurance policies or individual annuity contracts currently in force with this Company or any other company?  Yes  No

**If "Yes" to # 1, complete the Important Notice Replacement of Life Insurance or Annuities.** Your agent must present and read the Notice to you unless you voluntarily waive this step.

**B. For request forms signed in CA, CT, DE, DC, GA, ID, IL, IN, KS, MA, MI, MN, MO, NV, ND, OK, PA, SD, TN, or WY, answer only question # 2.**

- 2. Will this contract replace or use cash values of any existing life insurance or annuity with this company or any other company?  Yes  No

**If "Yes" to # 2, please provide company name and policy/contract #, and complete the appropriate Replacement Notice.**

**Company** \_\_\_\_\_  
**Policy/Contract #** \_\_\_\_\_

**8. Agreement**

I have read this request form, and I understand each of the statements and answers on this form. To the best of my knowledge and belief, the information above is true and correct.

**I understand that the annuity for which I am applying is a single premium deferred annuity with multiple interest crediting strategies. I understand that the values of the annuity may be affected by the change in an external index. I understand that the annuity does not directly participate in equity or debt investments. I understand that only the guaranteed minimum surrender value is guaranteed, and that the other values are not guarantees, promises, representations or warranties.**

I received a Disclosure Document that includes information about my annuity contract, its benefits, and the fees and charges that apply to it.

**I UNDERSTAND THAT WITHDRAWALS AND SURRENDERS MAY BE SUBJECT TO A MARKET VALUE ADJUSTMENT AND EARLY WITHDRAWAL CHARGE.**

**PLEASE INCLUDE THE SELECTION FORM WITH THIS REQUEST FORM. WE WILL NOT BE ABLE TO PROCESS YOUR CASE WITHOUT THIS FORM.**

By signing below, I also authorize any law enforcement agency, public or private institution, information service bureau or other entity contacted by the Company to furnish information sufficient to confirm my personal information as required by Federal law. I hereby release all persons, agents and agencies, and entities providing confirming information from any and all liability arising out of the request for or the release of confirming information

Signed at (city) \_\_\_\_\_ (state) \_\_\_\_\_

Owner's Signature

\_\_\_\_\_  
Date

Joint Owner/Plan Administrator's Signature (if applicable)

\_\_\_\_\_  
Date

**9. Agent's Statement**

To the best of my knowledge, (1) the purchaser(s)  **does**  **does not** have any existing life insurance policies or annuity contracts currently in force with this or any other company; and (2) the annuity being purchased  **is**  **is not** intended to replace or use cash values of any existing life insurance or annuity with this or any other company. If the purchaser(s) does have existing life insurance policies or annuity contracts, please read the appropriate replacement forms to the purchaser(s) (unless voluntarily waived) and complete the appropriate replacement forms. If the annuity being purchased is intended to replace or use cash values of any existing life insurance or annuity with this or any other company, please complete the appropriate replacement forms.

If the Contract applied for replaces any existing life insurance or annuity with this or any other company, I attest that I have reviewed the potential advantages and disadvantages of the proposed transaction.

I hereby certify that in connection with my presentation to the purchaser(s) herein, I only used sales material that was previously approved by the Company and that I left with the purchaser(s) a copy of all sales material used in my presentation. (**"Sales Material"** means a sales illustration and other written, printed or electronically presented information created, completed or provided by the Company or the Agent and is used in the presentation to the purchaser in connection with the contract purchased).

I further certify that this transaction is in accord with the Company's written statement with respect to the acceptability and appropriateness of replacements.

1<sup>st</sup> Agent's Name (please print) \_\_\_\_\_

Agent's Signature \_\_\_\_\_

Date \_\_\_\_\_

Agent Code # \_\_\_\_\_ Commission Split \_\_\_\_\_ %

Phone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

2<sup>nd</sup> Agent's Name (please print) \_\_\_\_\_

Agent's Signature \_\_\_\_\_

Date \_\_\_\_\_

Agent Code # \_\_\_\_\_ Commission Split \_\_\_\_\_ %

Phone \_\_\_\_\_

E-Mail Address \_\_\_\_\_

**[10. For MGA/Agent Use Only (Commission Structure Codes)]**

[  NT    T1    T2

**Life, Accident & Health, Annuity, Credit Transmittal Document**

<b>1.</b>	<b>Prepared for the State of</b>	Arkansas
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<b>2.</b>	<b>Department Use Only</b>	
	<b>State Tracking ID</b>	

3. Insurer Name & Address	Domicile	Insurer License Type	NAIC Group #	NAIC #	FEIN #	State #
Annuity Investors Life Insurance Company P.O. Box 5423 Cincinnati OH 45201-5423	OH	Annuity	084	93661	31-1021738	

4. Contact Name & Address	Telephone #	Fax #	E-mail Address
Brenda Little P. O. Box 5420 Cincinnati OH 45201-5420	800-854-3649 Ext. 12725	513-361-5967	blittle@gafri.com

<b>5. Requested Filing Mode</b>	<input checked="" type="checkbox"/> Review & Approval <input type="checkbox"/> File & Use <input type="checkbox"/> Informational <input type="checkbox"/> Combination (please explain): _____ <input type="checkbox"/> Other (please explain): _____
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<b>6. Company Tracking Number</b>	P1086111NW
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<b>7. <input checked="" type="checkbox"/> New Submission</b>	<input type="checkbox"/> Resubmission	Previous file # _____
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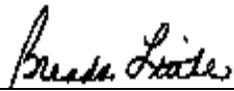
<b>8. Market</b>	<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Franchise  Group	<input type="checkbox"/> Small <input type="checkbox"/> Large <input type="checkbox"/> Small and Large <input type="checkbox"/> Employer <input type="checkbox"/> Association <input type="checkbox"/> Blanket <input type="checkbox"/> Discretionary <input type="checkbox"/> Trust <input type="checkbox"/> Other: _____
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<b>9. Type of Insurance</b>	A07I Individual Annuities - Special
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<b>10. Product Coding Matrix Filing Code</b>	A07I.001 Equity Indexed
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<b>11. Submitted Documents</b>	<input checked="" type="checkbox"/> <b>FORMS</b> <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Outline of Coverage <input type="checkbox"/> Certificate <input type="checkbox"/> Application/Enrollment <input type="checkbox"/> Rider/Endorsement <input type="checkbox"/> Advertising <input type="checkbox"/> Schedule of Benefits <input type="checkbox"/> Other: _____  <input type="checkbox"/> <b>RATES</b> <input type="checkbox"/> New Rate <input type="checkbox"/> Revised Rate  <input type="checkbox"/> <b>FILING OTHER THAN FORM OR RATE:</b> Please explain: _____  <b>SUPPORTING DOCUMENTATION</b> <input type="checkbox"/> Articles of Incorporation <input type="checkbox"/> Third Party Authorization <input type="checkbox"/> Association Bylaws <input type="checkbox"/> Trust Agreement <input type="checkbox"/> Statement of Variability <input type="checkbox"/> Certifications <input checked="" type="checkbox"/> Actuarial Memorandum <input type="checkbox"/> Other: _____
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12.	<b>Filing Submission Date</b>	5/4/2011
13.	<b>Filing Fee (If required)</b>	Amount <u>\$50.00</u> Check Date <u>EFT</u> Retaliatory <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Check Number <u>EFT</u>
14.	<b>Date of Domiciliary Approval</b>	Pending
15.	<b>Filing Description:</b>	
<p>Enclosed for your review and approval, please find the form referenced above. This form is a new form and does not replace any existing form, nor has it been previously submitted to your Department for preliminary review. This submission does not contain any provisions, conditions, or concepts that are uncommon, unusual or possibly controversial from the standpoint of normal company or industry standards.</p> <p>Form number P1086111NW is a single premium deferred annuity contract with multiple interest crediting strategies and a market value adjustment. Values under this contract will be determined in two different ways. A contract holder will have the option of selection a fixed interest strategy that will credit interest at a rate that will not change for a specific term. In addition, a contract holder may select an indexed interest strategy under which the interest to be credited is determined, in part, by the increase in a referenced index. The early withdrawal charges and market value adjustment will end after the initial 7 contract years.</p> <p>It will be sold to the general public through appropriately licensed agents. This contract can be issued as either a non-tax qualified annuity by itself, or as a tax qualified annuity by attaching one or more endorsements.</p> <p>Application form number A1086211NW will be used to apply for this contract.</p>		

16.	<b>Certification (If required)</b>	
<p><b>I HEREBY CERTIFY</b> that I have reviewed the applicable filing requirements for this filing, and the filing complies with all applicable statutory and regulatory provisions for the state of <u>Arkansas</u>.</p>		
<p>Print Name <u>Brenda Little</u> Title <u>Senior Compliance Filing Analyst</u></p>		
<p>Signature <u></u> Date <u>5/4/2011</u></p>		

<b>17.</b>	<b>Form Filing Attachment</b>	
<b>This filing transmittal is part of company tracking number</b>	P1086111NW	
<b>This filing corresponds to rate filing company tracking number</b>		

	<b>Document Name</b>	<b>Form Number</b>		<b>Replaced Form Number</b>
	<b>Description</b>			<b>Previous State Filing Number</b>
01	Individual Deferred Annuity Contract	P1086111NW	<input checked="" type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	
02			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	
03			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	
04			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	
05			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	
06			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	
07			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	
08			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	
09			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	
10			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	
11			<input type="checkbox"/> <b>Initial</b> <input type="checkbox"/> <b>Revised</b> <input type="checkbox"/> <b>Other</b> _____	

*Annuity Investors*<sup>®</sup>  
**LIFE INSURANCE COMPANY**  
Mailing Address: P.O. Box 5423, Cincinnati, OH 45201-5423

May 4, 2011

NAIC No. 084-93661  
FEIN No. 31-1021738

Insurance Commissioner Jay Bradford  
Compliance - Life and Health  
Arkansas Department of Insurance  
1200 West Third Street  
Little Rock, AR 72201-1904

RE: Request For Approval - Annuity Investors Life Insurance Company  
P1086111NW Individual Deferred Annuity Contract

Dear Insurance Commissioner Bradford:

Enclosed for your review and approval, please find the form referenced above. This form is a new form and does not replace any existing form, nor has it been previously submitted to your Department for preliminary review. This submission does not contain any provisions, conditions, or concepts that are uncommon, unusual or possibly controversial from the standpoint of normal company or industry standards.

Form number P1086111NW is a single premium deferred annuity contract with multiple interest crediting strategies and a market value adjustment. Values under this contract will be determined in two different ways. A contract holder will have the option of selection a fixed interest strategy that will credit interest at a rate that will not change for a specific term. In addition, a contract holder may select an indexed interest strategy under which the interest to be credited is determined, in part, by the increase in a referenced index. The early withdrawal charges and market value adjustment will end after the initial 7 contract years.

It will be sold to the general public through appropriately licensed agents. This contract can be issued as either a non-tax qualified annuity by itself, or as a tax qualified annuity by attaching one or more endorsements.

Application form number A1086211NW will be used to apply for this contract.

With this information, I look forward to receiving a favorable response to this filing.

If you have any questions or require additional information regarding this submission, please feel free to contact me at either of the phone numbers indicated below or via e-mail at [blittle@gafri.com](mailto:blittle@gafri.com).

Sincerely,



Brenda Little  
Senior Compliance Filing Analyst

**BRENDA LITTLE , SENIOR COMPLIANCE FILING ANALYST**  
**(800) 854-3649 (TOLL FREE - EXT. 12725)**  
**(513) 412-2725 (DIRECT DIAL) \* (513) 361-5967 FAX**

## **ACTUARIAL CERTIFICATION**

P1086111NW:

External-indexed contracts will be addressed separately in the annual (Section 8) actuarial opinion and memorandum. The amount and type of assets held as well as the level of reserves and how they were developed will be addressed annually.

A detailed file defining the hedging system will be established and maintained. Results of regular analysis of the effectiveness of the system will also be part of the file.

A handwritten signature in black ink, appearing to read "Sherri L. Isch". The signature is written in a cursive style with a large initial "S" and "I".

Sherri L. Isch, A.S.A., M.A.A.A.  
Product Development Actuary  
May 10, 2011