

SERFF Tracking Number: INGD-127139668 State: Arkansas
Filing Company: ING USA Annuity and Life Insurance Company State Tracking Number: 48810
Company Tracking Number: IU-RA-3110 - ENHANCED DB RIDER
TOI: A07I Individual Annuities - Special Sub-TOI: A07I.001 Equity Indexed
Product Name: IU-RA-3110 - Enhanced DB Rider
Project Name/Number: IU-RA-3110 - Enhanced DB Rider/IU-RA-3110 - Enhanced DB Rider

Filing at a Glance

Company: ING USA Annuity and Life Insurance Company

Product Name: IU-RA-3110 - Enhanced DB SERFF Tr Num: INGD-127139668 State: Arkansas

Rider

TOI: A07I Individual Annuities - Special SERFF Status: Closed-Approved- State Tr Num: 48810
Closed

Sub-TOI: A07I.001 Equity Indexed Co Tr Num: IU-RA-3110 - State Status: Approved-Closed
ENHANCED DB RIDER

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Karen Flieck, Alicia Disposition Date: 05/20/2011

Gemelli, Christine Runkle-DiFonzo,
Patricia Smith

Date Submitted: 05/18/2011

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: IU-RA-3110 - Enhanced DB Rider

Status of Filing in Domicile: Pending

Project Number: IU-RA-3110 - Enhanced DB Rider

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Filed concurrently

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 05/20/2011

State Status Changed: 05/20/2011

Deemer Date:

Created By: Karen Flieck

Submitted By: Karen Flieck

Corresponding Filing Tracking Number:

Filing Description:

RE: ING USA Annuity and Life Insurance Company

NAIC No. 229-80942 FEIN No. 41-0991508

IU-RA-3110 – Enhanced Death Benefit Rider

Enclosed please find the above-referenced Rider for your review and approval. This form is new and is not intended to replace any form previously approved by your Department. This Rider will be marketed to eligible clients by

SERFF Tracking Number: *INGD-127139668* State: *Arkansas*
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TOI: *A071 Individual Annuities - Special* Sub-TOI: *A071.001 Equity Indexed*
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Project Name/Number: *IU-RA-3110 - Enhanced DB Rider/IU-RA-3110 - Enhanced DB Rider*

independent insurance agents, broker dealers, and licensed agents of various banks.

This Enhanced Death Benefit Rider is an optional rider that will be available on fixed indexed annuities for an additional charge. It provides a benefit upon the death of the Contract Owner (the Annuitant if the Owner is not a natural person), that will be the greater of the Contract's Proceeds, or the Rider's Death Benefit Base which represents the premiums paid increased at a declared interest percentage to the earlier of a specified age or attainment of the Maximum Death Benefit Base.

The rider will be available for use with currently approved individual equity indexed annuity contracts as well as appropriate contracts that may be filed and approved by your department in the future. The rider will be attached at issue based on the applicant's election of the rider and will not be available post-issue with the possible exception of a spousal continuation.

Information considered variable is enclosed in brackets. Such information will be varied to the extent necessary to reflect "issue specific" information as well as to allow the company to periodically change specific items applicable only to new issues. A Statement of Variability which provides the ranges for the variable information set forth in the rider is included with this filing. Note that all amounts stated in the rider at issue are considered guaranteed while the rider is in force. We reserve the right to change the variable information for new issues to reflect anticipated changes in the expenses of administration, the impact of state and federal regulatory changes, and other sales related expenses. All changes for new issues will be applied on a uniform basis that would not be unfairly discriminatory.

The rider is submitted in final printed form, subject to only minor modification in paper stock, ink, typographical errors, and adaptation to computer printing. We reserve the right to make such changes without re-filing as well as to modify the company address and officer's signature to reflect current company operations. Any such change, when made, will comply with state laws and contract guarantees.

Thank you for your assistance with this filing. Your review and approval of this submission will be greatly appreciated. If you should have questions or require additional information, please do not hesitate to contact me at 1-800-325-3792 extension 4253925, directly at 610-425-3925, or via email at karen.flieck@us.ing.com.

Company and Contact

Filing Contact Information

Karen Flieck, Contract Analyst
1475 Dunwoody Drive

West Chester, PA 19380

Filing Company Information

karen.flieck@us.ing.com
800-325-3792 [Phone] 4253925
[Ext]
610-425-3520 [FAX]

SERFF Tracking Number: *INGD-127139668* State: *Arkansas*
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 Product Name: *IU-RA-3110 - Enhanced DB Rider*
 Project Name/Number: *IU-RA-3110 - Enhanced DB Rider/IU-RA-3110 - Enhanced DB Rider*
ING USA Annuity and Life Insurance Company CoCode: 80942 State of Domicile: Iowa
 1475 Dunwoody Drive Group Code: 229 Company Type:
 West Chester, PA 19380 Group Name: State ID Number:
 (800) 325-3792 ext. [Phone] FEIN Number: 41-0991508

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
ING USA Annuity and Life Insurance Company	\$50.00	05/18/2011	47724669

SERFF Tracking Number: *INGD-127139668* State: *Arkansas*
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/20/2011	05/20/2011

SERFF Tracking Number: *INGD-127139668* State: *Arkansas*
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Disposition

Disposition Date: 05/20/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Form	Enhanced Death Benefit Rider		Yes

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Form Schedule

Lead Form Number: IU-RA-3110

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	IU-RA-3110	Policy/Cont Enhanced Death ract/Fratern Benefit Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		67.500	IU-RA-3110 - EDB Rider.pdf

**ING USA
ANNUITY AND LIFE
INSURANCE COMPANY**

ING USA is a stock company domiciled in Iowa
(HEREINAFTER CALLED WE, US AND OUR)

Enhanced Death Benefit Rider

RIDER DATA TABLE

Contract Number	[TST123456]
Rider Effective Date	[07/01/2011]
Death Benefit Rider Charge Rate	[0.80%] Annually
Death Benefit Rollup Rate	[5.0%] Annually
Maximum Death Benefit Percentage	[200%]
Maximum Rollup Age	[80]
Dollar for Dollar Surrender Percentage	[5.0%]
Death Benefit Rider Charge Reimbursement Percentage	[100%]
Additional Premium Vesting Percentage	[100%]

The Contract to which this Enhanced Death Benefit Rider (this "Rider") is attached is hereby modified by the provisions of this Rider. The Rider's provisions shall control when there is a conflict between this Rider and the Contract. Any capitalized terms not defined in this Rider shall have the meaning given to them in the Contract. All references to Bonus, Bonus Recapture and Market Value Adjustment are applicable to this Rider only if included and defined in the Contract to which this Rider is attached.

Benefits provided and charges assessed under the terms and conditions of this Rider are described below. This Rider will remain in effect until terminated under the conditions described below.

Subject to certain terms, conditions and limitations set forth below, this Rider guarantees that if the Owner (the Annuitant if the Owner is not an individual) dies prior to the Latest Maturity Date, we will pay the Death Benefit provided by this Rider in lieu of the Proceeds payable to the Beneficiary pursuant to the Contract.

1. IMPORTANT TERMS AND DEFINITIONS

The **Contract** means the Contract to which this Rider is attached.

The **Death Benefit** is the amount payable to the named Beneficiary at the death of the Owner (or Annuitant, if applicable).

The **Death Benefit Base** is the amount payable to the named Beneficiary at the death of the Owner (or Annuitant, if applicable) if the Rider is in force and the Death Benefit Base is greater than the Contract's Proceeds.

The **Death Benefit Rider Charge** is the charge calculated by multiplying an annual percentage rate by the Death Benefit Base. This annual percentage rate is the Death Benefit Rider Charge Rate shown on the Rider Data Table.

The **Death Benefit Rider Charge Reimbursement Amount** is the total Death Benefit Rider Charges deducted as of the Latest Maturity Date multiplied by the Death Benefit Rider Charge Reimbursement Percentage shown on the Rider Data Table.

The **Dollar for Dollar Surrender Amount** is the maximum amount of a partial Surrender that can be taken to reduce the Contract's Accumulation Value and the Rider's Death Benefit Base and Maximum Death Benefit Base by the same amount of the partial Surrender.

The **Latest Maturity Date** is the last possible date allowable under the Contract that the Owner may begin receiving Proceeds under a Payment Plan.

The **Maximum Death Benefit Base** is the maximum amount to which the Death Benefit Base may increase. The Death Benefit Base will never exceed the Maximum Death Benefit Base.

The **Rider Effective Date** is the date this Rider becomes effective. The Rider Effective Date is the same as the Contract Date unless a different Rider Effective Date is shown on the Rider Data Table.

2. DEATH BENEFIT AMOUNT

DEATH BENEFIT

The Death Benefit payable at the time of the Owner's death (the Annuitant's death if the Owner is not an individual) will be equal to the greater of (1) or (2), where:

- (1) is the Contract's Proceeds; and
- (2) is the Death Benefit Base, reduced by any Bonus and associated increase due to the Death Benefit Rollup Rate if death occurs in the first Contract Year.

The Death Benefit amount will be determined as of the date of death of the Owner (or Annuitant, if applicable). The Death Benefit will be payable at the death of the Annuitant only if the Owner is not an individual.

DEATH BENEFIT BASE AND MAXIMUM DEATH BENEFIT BASE

On the Rider Effective Date the Death Benefit Base will be the Contract's Accumulation Value, including any Bonus, if applicable.

At any time after the Rider Effective Date the Death Benefit Base will be:

- (1) The Death Benefit Base on the previous day; plus
- (2) Daily accumulation based on the Death Benefit Rollup Rate shown on the Rider Data Table; plus
- (3) Additional Premiums, if any, including any Bonus, if applicable, multiplied by the Additional Premium Vesting Percentage shown on the Rider Data Table; reduced by
- (4) Any partial Surrenders as detailed below in the Partial Surrenders section.

On the Rider Effective Date the Maximum Death Benefit Base will be the Contract's Accumulation Value, excluding any Bonus, if applicable, multiplied by the Maximum Death Benefit Percentage shown on the Rider Data Table.

At any time after the Rider Effective Date the Maximum Death Benefit Base will be:

- (1) The Maximum Death Benefit Base on that date; plus
- (2) Additional Premiums, if any, multiplied by the Maximum Death Benefit Percentage; multiplied by the Additional Premium Vesting Percentage; reduced by
- (3) Any partial Surrenders as detailed below in the Partial Surrenders section.

DEATH BENEFIT ROLLUP

The Death Benefit Base will increase by the Death Benefit Rollup Rate shown on the Rider Data Table, compounded daily and credited daily. The Death Benefit Base will continue to increase at the Death Benefit Rollup Rate until the earlier of:

- (1) the Contract Anniversary following the Owner's attainment of the Maximum Rollup Age shown on the Rider Data Table; or
- (2) At such time that the Death Benefit Base equals the Maximum Death Benefit Base.

Once (1) or (2) is reached, the Death Benefit Base will cease to increase due to the Death Benefit Rollup Rate. Death Benefit Rider Charges will cease at the next following quarterly Contract Anniversary and will only be assessed for the number of days that the increase due to the Death Benefit Rollup Rate occurred. If (2) no longer applies due to the application of Additional Premium, and (1) has not been reached, Death Benefit Rider Charges will resume and will be deducted from the Contract's Accumulation Value on the next quarterly Contract Anniversary for the number of days that the increase due to the Death Benefit Rollup Rate occurred.

PARTIAL SURRENDERS

On each Contract Anniversary the Dollar for Dollar Surrender Amount is calculated as the Dollar for Dollar Surrender Percentage shown on the Rider Data Table multiplied by the Death Benefit Base on that day after all adjustments for Death Benefit Rollup Rate, Additional Premiums and partial Surrenders have been applied.

In any Contract Year partial Surrenders, up to but not exceeding the Dollar for Dollar Surrender Amount, will reduce the Death Benefit Base and Maximum Death Benefit Base to:

$$A - B$$

where:

- A is the Death Benefit Base or Maximum Death Benefit Base immediately prior to the partial Surrender; and
- B is the amount of Accumulation Value withdrawn including any applicable Surrender Charges, Bonus Recapture and Market Value Adjustment.

If, in any Contract Year, a partial Surrender causes the total partial Surrenders to exceed the Dollar for Dollar Surrender Amount, the Death Benefit Base and Maximum Death Benefit Base will reduce to:

$$(A - B) * \{(D - C) / (D - B)\}$$

where:

- A is the Death Benefit Base or Maximum Death Benefit Base immediately prior to the partial Surrender;
- B is the Dollar for Dollar Surrender Amount remaining on the day of the partial Surrender;
- C is the total amount of Accumulation Value Surrendered on that day including any applicable Surrender Charges, Bonus Recapture and Market Value Adjustment; and
- D is the Accumulation Value immediately before the partial Surrender is processed.

4. RIDER CHARGES

The Death Benefit Rider Charge Rate is a percentage of the Death Benefit Base and is shown on the Rider Data Table. The Death Benefit Rider Charge for this Rider will continue to be assessed while this Rider is in effect.

The Death Benefit Rider Charge is deducted, in arrears, from the Contract's Accumulation Value on each quarterly Contract Anniversary if the Death Benefit Base has increased in that quarter due to the application of the Death Benefit Rollup Rate. The Death Benefit Rider Charge will be computed as an annual charge multiplied by the value of the Death Benefit Base on the date the Death Benefit Rider Charges are deducted, and only for the number of days that the increase due to the Death Benefit Rollup Rate occurred. Death Benefit Rider Charges will not be deducted from the Contract's Minimum Guaranteed Contract Value.

Death Benefit Rider Charges will cease to be assessed on the date that the Contract to which this Rider is attached is terminated. The final Death Benefit Rider Charge will be calculated based on the number of days that the Rider was in effect and will be deducted from the Contract's Accumulation Value immediately prior to termination.

If this Rider is in effect upon reaching the Latest Maturity Date, we will refund the Death Benefit Rider Charge Reimbursement Amount. The Death Benefit Rider Charge Reimbursement Amount will be added to the Proceeds or Cash Surrender Value, as applicable, available at the Latest Maturity Date. The Minimum Guaranteed Contract Value will not increase by any refund of the Death Benefit Rider Charge Reimbursement Amount.

If the Rider terminates due to a change of Owner other than as outlined in Section 5 below, no refund of Death Benefit Rider Charges will be paid at termination.

5. CHANGE OF OWNER

Any change, addition or deletion of the Contract's Owner, except for the following specifically allowed transactions, will cause this Rider to terminate, no Rider benefits will thereafter be payable, and the Death Benefit Rider Charges will cease being deducted:

- (1) A change of ownership from one custodian to another custodian;
- (2) A change of ownership from a custodian for the benefit of an individual to the same individual;
- (3) A change of ownership from an individual to custodian for the benefit of the same individual;
- (4) Collateral assignments;
- (5) A change of ownership from one trust to another trust and the grantor of the trusts are the same individual;
- (6) A change of ownership from an individual to a trust where the individual Owner and the grantor of the trust are the same individual;
- (7) A change in ownership from a trust to an individual where the individual Owner and grantor of the trust is the same individual; and
- (8) A change in ownership executed pursuant to a court order.

Should this Rider terminate due to a change of Owner other than as outlined above, the amount paid upon the death of the Owner (or Annuitant, if applicable) will be the Proceeds as shown in the Contract to which this Rider is attached.

6. SPOUSAL CONTINUATION OF THE CONTRACT UPON DEATH OF OWNER

If the Owner (or Annuitant, if applicable) dies before the Latest Maturity Date and the Beneficiary is the deceased Owner's (or Annuitant's, if applicable) spouse, the Contract may be continued by the deceased Owner's (or Annuitant's, if applicable) spouse, as defined under federal law, pursuant to Internal Revenue Code Section 72(s) and the terms of the Contract. In the event of spousal continuation, any excess of the Death Benefit payable under this Rider over the Contract's Proceeds will be added to the continued Contract's Accumulation Value and this Rider will terminate. Such addition will be allocated to the Fixed Rate Strategy.

7. RIDER TERMINATION

This Rider may not be cancelled, but will automatically terminate:

- (1) When the Contract is terminated due to a full Surrender;
- (2) At the Owner's death (or Annuitant's death, if applicable);
- (3) If there is a Change of Owner, unless specifically allowed as outlined in Section 5;
- (4) Upon reaching the Latest Maturity Date; or
- (5) The Contract's Accumulation Value reduces to zero due to any charges or Surrenders.

Death Benefit Rider Charges for the current quarter will be deducted upon termination and will be calculated on the Death Benefit Base immediately prior to termination, the current annual Death Benefit Rider Charge Rate, and the proportion of the quarter completed.

This Rider has no Surrender Value or other non-forfeiture benefits upon termination.

Signed:


Secretary

SERFF Tracking Number: INGD-127139668 State: Arkansas
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Product Name: IU-RA-3110 - Enhanced DB Rider
Project Name/Number: IU-RA-3110 - Enhanced DB Rider/IU-RA-3110 - Enhanced DB Rider

Supporting Document Schedules

Item Status:

Status

Date:

Satisfied - Item: Flesch Certification

Comments:

The following certifications are attached:

Rule 19

Rule 49

Flesch

Attachments:

Readability Certification IU-RA-3110.pdf

AR Reg. 49 Certification.pdf

AR Rule 19 Cert.pdf

Item Status:

Status

Date:

Satisfied - Item: Statement of Variability

Comments:

Attached is the Statement of Variability for rider form IU-RA-3110

Attachment:

IU-RA-3110 - Statement of Variability.pdf

Readability Certificate

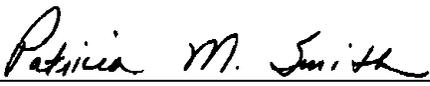
=====

I hereby certify that the form referenced below has been scored in its entirety using the Flesch Ease of Reading Test and has attained the score indicated. I further certify that, to the best of my knowledge and belief, said form complies with state readability requirements and is printed in not less than ten point type, one point leaded.

The readability score was calculated by computer. The software used for this calculation was Microsoft Word.

<u>Form Number</u>	<u>Title</u>	<u>Flesch Score</u>	<u>Sentences</u>	<u>Words</u>
IU-RA-3110	Enhanced Death Benefit Rider	67.5	88	1293

ING USA Annuity and Life Insurance Company



Patricia M. Smith
Assistant Secretary

May 11, 2011

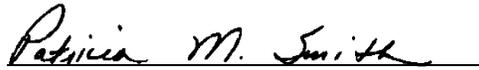
Date

ING USA Annuity and Life Insurance Company
P.O. BOX 617
DES MOINES, IOWA 50303-0617

ARKANSAS REGULATION 49
CERTIFICATION

RE: FORM NUMBER IU-RA-3110

We certify that a Life and Health Guaranty Notice will be provided to each policy owner in accordance with Arkansas Rule and Regulation 49.



Patricia M. Smith
Assistant Secretary

Date: May 18, 2011

**ARKANSAS
POLICY FORM CERTIFICATION**

ING USA ANNUITY AND LIFE INSURANCE COMPANY

Form Number: IU-RA-3110

Form Title: Enhanced Death Benefit Rider

By my signature below, I hereby certify that I have reviewed the enclosed policy forms and certify that the forms submitted meet the provisions of Rule 19 as well as all applicable requirements of the Arkansas Insurance Department.

Signed:



Patricia M. Smith
Assistant Secretary

May 18, 2011
Date

ING USA Annuity and Life Insurance Company
Statement of Variability for Enhanced Death Benefit
Form IU-RA-3110

Rider Data Table

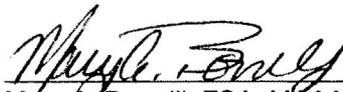
Item	Variability
Contract Number Rider Effective Date	This information will vary to the extent necessary to reflect "issue specific" data.
Death Benefit Rider Charge Rate	The Death Benefit Rider Charge Rate shown is the current rate at filing. However we may vary the rate between 0% and 2.00%. The Death Benefit Rider Charge Rate may change to improve competitiveness or performance of the rider as a result of changing market conditions. Examples of market conditions that may have an effect on the performance of the product include: interest rates, equity growth assumptions, mortality experience, competitor product designs, contract owner behavior experience, and reserve or capital requirements. Risk management requirements are set by company management but may be impacted by regulatory bodies and market analysts. Any change in the Death Benefit Rider Charge Rate would only apply to all new issues on a uniform basis and would not unfairly discriminate. The Death Benefit Rider Charge Rate for this rider could vary by product for which it is attached to reflect the varying risks on such products
Death Benefit Rollup Rate	The Death Benefit Rollup Rate shown is the current rate at filing. However, we may vary the Death Benefit Rollup Rate between 0% and 10%. The Death Benefit Rollup Rate could be lowered as an alternative to raising the rider charge if market conditions change or risk management requirements change (see examples above under Death Benefit Rider Charge Rate). Any change in the Death Benefit Rollup Rate would only apply to all new issues on a uniform basis and would not unfairly discriminate. The Death Benefit Rollup Rate for this rider could vary by product for which it is attached to reflect the varying risks on such products
Maximum Death Benefit Percentage	The Maximum Death Benefit Percentage is the current percentage at filing. We may change the Maximum Death Benefit Percentage between 100% and 400% if market conditions change or risk management requirements change (see examples above under Death Benefit Rider Charge Rate). Such change would only apply to all new issues on a uniform basis and would not unfairly discriminate. The Maximum Death Benefit Percentage for this rider could vary by product for which it is attached to reflect the varying risks on such products
Maximum Rollup Age	The Maximum Rollup Age shown is the current age at filing. However, we may vary the Maximum Rollup Age between 70 to 95 years. The Maximum Rollup Age could be lowered as an alternative to raising the rider charge if market conditions change or risk management requirements change (see examples above under Death Benefit Rider Charge Rate). Any change in the Maximum Rollup Age would only apply to all new issues on a uniform basis and would not unfairly discriminate.
Dollar for Dollar Surrender Percentage	The Dollar for Dollar Surrender Percentage is current at filing. The Dollar for Dollar Surrender Percentage may vary from 0% to 10%. The Dollar for Dollar Surrender Percentage could change if market conditions change or risk management

**ING USA Annuity and Life Insurance Company
 Statement of Variability for Enhanced Death Benefit
 Form IU-RA-3110**

	requirements change (see examples above under Death Benefit Rider Charge Rate). Such change would only apply to all new issues on a uniform basis and would not unfairly discriminate.
Death Benefit Rider Charge Reimbursement Percentage	The Death Benefit Rider Charge Reimbursement Percentage is current percentage at filing. The Death Benefit Rider Charge Reimbursement Percentage may vary from 0-100%. The Death Benefit Rider Charge Reimbursement Percentage could change if market conditions change or risk management requirements change (see examples above under Death Benefit Rider Charge Rate). Such change would only apply to all new issues on a uniform basis and would not unfairly discriminate.
Additional Premium Vesting Percentage	The Additional Premium Vesting Percentage is current percentage at filing. The Additional Premium Vesting Percentage may vary from 0% to 150%. The Additional Premium Vesting Percentage could change if market conditions change or risk management requirements change (see examples above under Death Benefit Rider Charge Rate). Such change would only apply to all new issues on a uniform basis and would not unfairly discriminate.

Page 4

Item	Variability
Officers' Signatures	The Officers' signatures may be modified as appropriate to reflect changes in company operations.



Mary A. Borrelli, FSA, MAAA
 Actuary – Annuity Product Management
 ING USA Annuity and Life Insurance Company

5/13/11

Date