

SERFF Tracking Number: NALF-127152085 State: Arkansas  
Filing Company: Life Insurance Company of the Southwest State Tracking Number: 48662  
Company Tracking Number: 8969(0411)  
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
Product Name: GLIR  
Project Name/Number: GLIR/8969(0411)

## Filing at a Glance

Company: Life Insurance Company of the Southwest

Product Name: GLIR

SERFF Tr Num: NALF-127152085 State: Arkansas

TOI: A071 Individual Annuities - Special

SERFF Status: Closed-Approved-  
Closed State Tr Num: 48662

Sub-TOI: A071.001 Equity Indexed

Co Tr Num: 8969(0411)

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Junan Boldrey, Dionne  
Wills

Disposition Date: 05/17/2011

Date Submitted: 05/03/2011

Disposition Status: Approved-  
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: GLIR

Status of Filing in Domicile: Pending

Project Number: 8969(0411)

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: This form is  
pending in domicile.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 05/17/2011

Deemer Date:

State Status Changed: 05/09/2011

Submitted By: Dionne Wills

Created By: Dionne Wills

Filing Description:

Corresponding Filing Tracking Number:

Arkansas Department of Insurance

Guaranteed Lifetime Withdrawal Benefit Rider, Form No. 8969(0411)

Submission: Submitted for your review is the above referenced form. This is a new form and will not replace any existing form. This form has not been previously submitted to your department. The form is similar to other guaranteed lifetime withdrawal benefit riders written by Life Insurance Company of the Southwest.

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Readability Statistics: The rider has a Flesch Readability Score of 45.

Description: This form represents a rider that may be added to a single premium, fixed equity-indexed annuity. The rider is available to be added concurrently with issue of an annuity policy only. The issue date of the rider may not be different from the issue date of the annuity policy. The rider may not be added to an in-force policy. The benefit provided by the rider is the right to elect a lifetime income after meeting a waiting period requirement and attaining a specified age. If death occurs prior to election of income, the rider may provide a death benefit in excess of the death benefit provided by the policy. Income provided is deducted from the policy's values, and the Owner retains full rights to and control over any remaining policy values; as such, the benefit is not an annuitization of the policy's values.

A defined Benefit Calculation Base is used in determining the maximum income benefit payment as well as the maximum death benefit available; the income benefit amount is termed the Guaranteed Withdrawal Payment. Income may be periodic or single-sum, but the lifetime nature of the benefit assumes periodic payments. Subsequent to election, all withdrawals in a policy year are first treated as payment of the Guaranteed Withdrawal Payment; withdrawals in excess of the Guaranteed Withdrawal Payment are not rider benefits and may reduce future rider benefits as defined in the form.

A charge is made for the rider on each Policy anniversary and is deducted from the annuity's Accumulation Value and the annuity's Policy Value as permitted by Section 11 of the Standard Nonforfeiture Law for Deferred Annuities. The charge equals the Rider Charge Rate multiplied by the annuity's Accumulation Value on the Policy anniversary.

The rider itself has no values. The minimum issue age for the rider is 40. The rider allows for a contingent annuitant.

All items on the Rider Coverage Pages are guaranteed for the policy containing those Rider Coverage Pages. The values applied and printed on those pages will be within the ranges described in the enclosed statement of variability.

Previously Approved Policy Forms. This rider will be used with our Single Premium Indexed and Declared Interest Deferred Annuity form number 8965(0411) approved by your department on 04/29/2011 under SERFF Tracking Number NALF-127127347.

Statement of Variability. A Statement of Variability disclosing the rider's non-guaranteed elements that are bracketed is enclosed.

Actuarial Requirements. A Memorandum addressing the effect of adding the rider to this policy form under the Standard Valuation Law and the Standard Nonforfeiture Law for Individual Deferred Annuities is enclosed.

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## Company and Contact

### Filing Contact Information

Junan Boldrey, Manager, Policy Filings, jboldrey@nationallife.com  
 Retirement Division  
 15455 Dallas Parkway 800-543-3794 [Phone] 9316 [Ext]  
 Suite 800 214-638-9196 [FAX]  
 Addison, TX 75001

### Filing Company Information

Life Insurance Company of the Southwest CoCode: 65528 State of Domicile: Texas  
 15455 Dallas Parkway Group Code: -99 Company Type:  
 Suite 800 Group Name: State ID Number: 1117  
 Addison, TX 75001 FEIN Number: 75-0953004  
 (214) 638-9316 ext. [Phone]

## Filing Fees

Fee Required? Yes  
 Fee Amount: \$100.00  
 Retaliatory? Yes  
 Fee Explanation: Domicile filing fee is 100.00.  
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Life Insurance Company of the Southwest	\$100.00	05/03/2011	47215982
Life Insurance Company of the Southwest	\$100.00	05/13/2011	47556978

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	05/17/2011	05/17/2011
Approved-Closed	Linda Bird	05/09/2011	05/09/2011

### Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Guaranteed Lifetime Withdrawal Benefit Rider	Dionne Wills	05/13/2011	05/13/2011

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Re-opened filing.	Note To Reviewer	Dionne Wills	05/13/2011	05/13/2011
Request to re-open	Note To Filer	Linda Bird	05/13/2011	05/13/2011

*SERFF Tracking Number:*      *NALF-127152085*                      *State:*                      *Arkansas*  
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*Company Tracking Number:*      *8969(0411)*  
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*Product Name:*              *GLIR*  
*Project Name/Number:*      *GLIR/8969(0411)*

## **Disposition**

Disposition Date: 05/17/2011

Implementation Date:

Status: Approved-Closed

Comment: Company has made corrections to the original submission.

Rate data does NOT apply to filing.

SERFF Tracking Number: NALF-127152085 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	Statement of Variability		Yes
Supporting Document	Certification of Compliance		Yes
Supporting Document	EIA Certification		Yes
Form ( <i>revised</i> )	Guaranteed Lifetime Withdrawal Benefit Rider		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider	Replaced	Yes

*SERFF Tracking Number:* NALF-127152085      *State:* Arkansas  
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## **Disposition**

Disposition Date: 05/09/2011

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		Yes
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Certification of Compliance		Yes
Supporting Document	EIA Certification		Yes
Form ( <i>revised</i> )	Guaranteed Lifetime Withdrawal Benefit Rider		Yes
Form	Guaranteed Lifetime Withdrawal Benefit Rider	Replaced	Yes

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**Note To Reviewer**

**Created By:**

Dionne Wills on 05/13/2011 10:38 AM

**Last Edited By:**

Dionne Wills

**Submitted On:**

05/13/2011 10:38 AM

**Subject:**

Re-opened filing.

**Comments:**

I have added the revised rider and submitted the additional filing fee through SERFF.

# GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER

Life Insurance Company of the Southwest (LSW) [www.lifeofsouthwest.com]  
[1300 West Mockingbird Lane, Dallas, Texas 75247-4921] [Customer Service 1-800-579-2878]

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This Rider provides You the right to elect withdrawals from the Policy to which the Rider is attached but with the guarantee that those payments will continue for the life of the Annuitant, even after the values of the Policy have been depleted. The Rider also may provide for a Death Benefit higher than that of the Policy. There are periodic charges for this Rider.

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<b>Base Policy Number:</b>	[123456X]
<b>Initial Rollup Rate:</b>	[7.0%] per annum
<b>Initial Rollup Rate Guarantee Period:</b>	[10] Years
<b>Minimum Renewal Rollup Rate:</b>	[3.0%] per annum
<b>Maximum Accumulation Years:</b>	[20]
<b>Maximum Accumulation Age:</b>	[85]
<b>First Benefit Calculation Base Adjustment Date:</b>	[February 28, 2016]
<b>Benefit Calculation Base Death Benefit Percentage:</b>	[75%]
<b>Rider Charge Rate:</b>	
Prior to the [11th] Policy anniversary:	[0.85%]
On or after the [11th] Policy anniversary:	[0.85%]
<b>Waiting Period:</b>	[1 Year]
<b>Enhanced Benefit Waiting Period:</b>	[5 Years]
<b>Minimum Benefit Age:</b>	[60]
<b>Annual Increase Percentage:</b>	[3.0%]
<b>Cancellation Period:</b>	[5] Years

## Guaranteed Withdrawal Percentage Table

Attained Age	Single Life		Joint Life		Enhanced Benefit
	Level	Increasing	Level	Increasing	
[60]	[5.0%]	[4.0%]	[4.5%]	[3.5%]	[8.0%]
[61]	[5.1%]	[4.1%]	[4.6%]	[3.6%]	[8.1%]
[62]	[5.2%]	[4.2%]	[4.7%]	[3.7%]	[8.2%]
[63]	[5.3%]	[4.3%]	[4.8%]	[3.8%]	[8.3%]
[64]	[5.4%]	[4.4%]	[4.9%]	[3.9%]	[8.4%]
[65]	[5.5%]	[4.5%]	[5.0%]	[4.0%]	[8.5%]
[66]	[5.6%]	[4.6%]	[5.1%]	[4.1%]	[8.6%]
[67]	[5.7%]	[4.7%]	[5.2%]	[4.2%]	[8.7%]
[68]	[5.8%]	[4.8%]	[5.3%]	[4.3%]	[8.8%]
[69]	[5.9%]	[4.9%]	[5.4%]	[4.4%]	[8.9%]
[70]	[6.0%]	[5.0%]	[5.5%]	[4.5%]	[9.0%]
[71]	[6.1%]	[5.1%]	[5.6%]	[4.6%]	[9.1%]
[72]	[6.2%]	[5.2%]	[5.7%]	[4.7%]	[9.2%]
[73]	[6.3%]	[5.3%]	[5.8%]	[4.8%]	[9.3%]
[74]	[6.4%]	[5.4%]	[5.9%]	[4.9%]	[9.4%]
[75]	[6.5%]	[5.5%]	[6.0%]	[5.0%]	[9.5%]
[76]	[6.6%]	[5.6%]	[6.1%]	[5.1%]	[9.6%]
[77]	[6.7%]	[5.7%]	[6.2%]	[5.2%]	[9.7%]
[78]	[6.8%]	[5.8%]	[6.3%]	[5.3%]	[9.8%]
[79]	[6.9%]	[5.9%]	[6.4%]	[5.4%]	[9.9%]
[80]	[7.0%]	[6.0%]	[6.5%]	[5.5%]	[10.0%]
[81]	[7.1%]	[6.1%]	[6.6%]	[5.6%]	[10.1%]
[82]	[7.2%]	[6.2%]	[6.7%]	[5.7%]	[10.2%]
[83]	[7.3%]	[6.3%]	[6.8%]	[5.8%]	[10.3%]
[84]	[7.4%]	[6.4%]	[6.9%]	[5.9%]	[10.4%]
[85]	[7.5%]	[6.5%]	[7.0%]	[6.0%]	[10.5%]
[86]	[7.6%]	[6.6%]	[7.1%]	[6.1%]	[10.6%]
[87]	[7.7%]	[6.7%]	[7.2%]	[6.2%]	[10.7%]
[88]	[7.8%]	[6.8%]	[7.3%]	[6.3%]	[10.8%]
[89]	[7.9%]	[6.9%]	[7.4%]	[6.4%]	[10.9%]
[90+]	[8.0%]	[7.0%]	[7.5%]	[6.5%]	[11.0%]

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# PART I: SOME DEFINED TERMS AND MEASURES

**1.1. Attained Age.** A person's Attained Age on any date is that person's age as of his or her last birthday on that date.

**1.2. Annuitant.** "Annuitant" means the Annuitant as defined in the Policy.

**1.3. Joint Annuitant.** If You elect a Joint Life Option under this Rider, the Joint Annuitant is the Annuitant's married spouse (see 2.4.2.2 Joint Life Option).

**1.4. The Accumulation Period.** Prior to the date We make the first payment of a withdrawal benefit upon Your election of benefits under this Rider, the Rider is said to be in the Accumulation Period.

**1.5. The Withdrawal Period.** On and subsequent to the date We make the first payment of a withdrawal benefit upon Your election of benefits under this Rider, the Rider is said to be in the Withdrawal Period. Once the Withdrawal Period begins, the Rider may not re-enter the Accumulation Period. The Withdrawal Period ends when the Rider terminates.

**1.6. The Benefit Calculation Base.** The Benefit Calculation Base is a calculated amount used in the determination of benefits provided by this Rider. It is not a value to which You have direct access. The Benefit Calculation Base exists only during the Accumulation Period.

**1.6.1.** On the Issue Date, the Benefit Calculation Base is equal to the Accumulation Value plus any Bonus Accumulation Value, if applicable (not all policies have a Bonus Accumulation Value).

**1.6.2.** The Benefit Calculation Base will accumulate daily at the Rollup Rate.

- The Initial Rollup Rate is guaranteed for the Initial Rollup Rate Guarantee Period, measured from the Issue Date. The Initial Rollup Rate and the Initial Rollup Rate Guarantee Period are shown on the Rider Coverage Page 1.
- We will declare renewal Rollup Rates that will apply subsequent to the expiry of the Initial Rollup Rate Guarantee Period. Such renewal Rollup Rates will be guaranteed for a period starting on the date of expiry of any previously-declared Rollup Rate for one year. No Rollup Rate We declare will be less than the Minimum Renewal Rollup Rate shown on the Rider Coverage Page 1.
- If the Rider is still in the Accumulation Period either
  - at the end of the Maximum Accumulation Years, measured from the Issue Date; or
  - on a Policy anniversary when the Annuitant's Attained Age equals or exceeds the Maximum Accumulation Age, then all subsequent Rollup Rates for the remainder of the Accumulation Period will be zero regardless of whether the Initial Rollup Rate Guarantee Period has expired. The Maximum Accumulation Years and the Maximum Accumulation Age are shown on the Rider Coverage Page 1.
- During the Accumulation Period, on each Benefit Calculation Base Adjustment Date, We will calculate the Benefit Calculation Base Adjustment.
  - The First Benefit Calculation Base Adjustment Date is shown on the Rider Coverage Page 1.
  - Benefit Calculation Base Adjustment Dates, after the first, will be on five (5)-year anniversaries of the previous Benefit Calculation Base Adjustment Date while the Rider is in the Accumulation Period.The Benefit Calculation Base Adjustment will be the amount, if any, by which the Accumulation Value exceeds the Benefit Calculation Base. If this amount is positive, then such amount will be credited to the Benefit Calculation Base on that Benefit Calculation Base Adjustment Date. The Accumulation Value used in this calculation is determined after interest, if any, has been credited and after Rider Charges and any Partial Withdrawals have been deducted.
- Any time a withdrawal is made from the Accumulation Value during the Accumulation Period, We will reduce the Benefit Calculation Base in the same proportion as the Accumulation Value is reduced.

**1.6.3.** The Benefit Calculation Base ceases to exist at the start of the Withdrawal Period.

# PART 2: GUARANTEED LIFETIME WITHDRAWAL BENEFITS

**2.1. General.** This section of the Rider details how, when, and the extent to which Rider withdrawal benefits are paid. We make all such benefit payments directly to You unless You direct Us otherwise.

## **2.2. The Guaranteed Withdrawal Payment and the Scheduled Withdrawal Payment.**

**2.2.1. Guaranteed Withdrawal Payment.** The Guaranteed Withdrawal Payment is the maximum annual Guaranteed Lifetime Withdrawal Benefit available.

**2.2.2. Scheduled Withdrawal Payment.** The Scheduled Withdrawal Payment is the annual amount You choose to have Us pay You as a Guaranteed Lifetime Withdrawal Benefit under this Rider. The Scheduled Withdrawal Payment may be all or any portion of the Guaranteed Withdrawal Payment. You may receive the Scheduled Withdrawal Payment in annual, semi-annual, quarterly, or monthly installments. The amount of the semi-annual, quarterly, or monthly installment is the Scheduled Withdrawal Payment divided by two (2), four (4), or twelve (12) respectively. Each installment of the Scheduled Withdrawal Payment must be at least equal to the lesser of \$100 or the Guaranteed Withdrawal Payment.

You may start, stop, or change the Scheduled Withdrawal Payment at any time during the Withdrawal Period. If You change the Scheduled Withdrawal Payment, it cannot be greater than the Guaranteed Withdrawal Payment for the applicable Policy Year.

**2.2.3. Excess Withdrawals.** An Excess Withdrawal is a withdrawal taken during the Withdrawal Period to the extent it and the sum of previous withdrawals in that Policy Year exceed the larger of the Guaranteed Withdrawal Payment for that Policy Year or the Required Minimum Distribution, the latter determined as described in this Rider (see 2.6. Withdrawals During the Withdrawal Period). Withdrawals taken in a Policy Year before the start of the Withdrawal Period will not be considered in the sum of previous withdrawals. If any portion of a withdrawal is an Excess Withdrawal, such Excess Withdrawal will reduce or may eliminate future Guaranteed Withdrawal Payments according to the provisions of this Rider (see 2.7. Impact of Excess Withdrawals). If the reduced Guaranteed Withdrawal Payment is less than the Scheduled Withdrawal Payment, then the Scheduled Withdrawal Payment will be set equal to the Guaranteed Withdrawal Payment.

**2.3. Start of Benefit Payments.** We will make the first Scheduled Withdrawal Payment after You make a request in writing for Us to do so, provided that, on the date of the first Scheduled Withdrawal Payment:

- the Waiting Period, shown on the Rider Coverage Page 1 and measured from the Issue Date, has expired; and
- the Annuitant's Attained Age (and the Joint Annuitant's Attained Age, if You choose the Joint Life Option) is at least as great as the Minimum Benefit Age shown on the Rider Coverage Page 1; and
- a withdrawal is permitted from the annuity under applicable law and regulations; and
- the Guaranteed Withdrawal Payment is at least \$100; and
- all Policy loans, if any, have been repaid.

You may not take any Policy loans after the Withdrawal Period begins.

Each Scheduled Withdrawal Payment and other withdrawals You request from the Policy will reduce the Accumulation Value and Policy Value, as defined in the Policy. If the Scheduled Withdrawal Payment results in the Accumulation Value being zero, then:

- We will pay the Guaranteed Withdrawal Payment until the death of the Annuitant if the terms of this Rider so provide;
- no additional increases to the Guaranteed Withdrawal Payment will occur; and
- all other riders attached to the Policy will terminate.

You have the right to withdraw any amount so provided by the Policy.

**2.4. The Standard Benefit.** The Guaranteed Withdrawal Payment is determined at the beginning of the Withdrawal Period and on each Policy anniversary thereafter. The maximum amount that can be withdrawn in the applicable Policy Year without any amount being treated as an Excess Withdrawal is the larger of

- the Guaranteed Withdrawal Payment for that Policy Year or
- the Required Minimum Distribution, the latter determined as described subsequently in this Rider (see 2.6. Withdrawals During the Withdrawal Period).

#### 2.4.1. Calculation of the Guaranteed Withdrawal Payment for the Standard Benefit.

**2.4.1.1.** The Guaranteed Withdrawal Payment **on the date the Withdrawal Period begins** equals (a) times [the greater of (b) or (c)], where:

- (a) is the Guaranteed Withdrawal Percentage, taken from the Guaranteed Withdrawal Percentage Table on the Rider Coverage Page 2, using the column for the chosen option, determined by Your choice for
  - a single-life payout or
  - a joint-life payout (see 2.4.2 Single Life versus Joint Life Options)and by Your choice for
  - a level payout or
  - an increasing payout (see 2.4.3 The Level Payout Option versus Increasing Payout Option);and using the row for the Annuitant's Attained Age (or the row for the Attained Age of the younger of the Annuitant and the Joint Annuitant if You choose the Joint Life Option);
- (b) is the Accumulation Value after any interest has been credited and after any Rider Charges have been deducted; and
- (c) is the Benefit Calculation Base.

**2.4.1.2.** The Guaranteed Withdrawal Payment **on each Policy anniversary after the Withdrawal Period begins** is the Guaranteed Withdrawal Payment for the Policy Year just ended, adjusted for the following:

- reduced for any Excess Withdrawals during the Policy Year just ended (see 2.7. Impact of Excess Withdrawals);
- increased by any Increase Adjustment (see 2.4.3.2 The Increasing Payout Option); and
- increased by any Step-Up Adjustment (see 2.9. Guaranteed Withdrawal Payment Step-Up).

#### 2.4.2. Single Life versus Joint Life Options.

**2.4.2.1. Single Life Option.** You may choose, at the beginning of the Withdrawal Period, to have the Guaranteed Withdrawal Payment based on the life of the Annuitant only. The Guaranteed Withdrawal Payment is guaranteed to be available until the death of the Annuitant. The percentage from the Guaranteed Withdrawal Percentage Table is taken from the column for the appropriate Single Life Option and is based on the Attained Age of the Annuitant.

**2.4.2.2. Joint Life Option.** You may choose, at the beginning of the Withdrawal Period, to have the Guaranteed Withdrawal Payment based on the lives of the Annuitant and the Joint Annuitant, provided one of the following is true:

- You are a natural person and either You or Your spouse is the Annuitant; or
- You are Joint Owners, You are married spouses, and one of You is the Annuitant; or
- The Owner of the Policy is a qualified retirement plan.

If You elect a Joint Life Option, the Beneficiary of the Policy shall be the Joint Annuitant for as long as both the Annuitant and Joint Annuitant are living. The Guaranteed Withdrawal Payment is guaranteed to be available until the death of the survivor of the Annuitant and the Joint Annuitant.

The percentage from the Guaranteed Withdrawal Percentage Table is taken from the column for the appropriate Joint Life Option and is based on the Attained Age of the younger of the Annuitant and the Joint Annuitant.

#### 2.4.3. The Level Payout Option versus the Increasing Payout Option.

**2.4.3.1. The Level Payout Option.** Payments with the Guaranteed Withdrawal Payment Level Option provide for a Guaranteed Withdrawal Payment that remains level, subject to adjustment for Excess Withdrawals (see 2.7. Impact of Excess Withdrawals). The Guaranteed Withdrawal Payment available with the Level Option starts at a higher amount than that available with the Increasing Option but is not subject to the annual increases that is the case for the Increasing Option.

**2.4.3.2. The Increasing Payout Option.** Payments with the Guaranteed Withdrawal Payment Increasing Option provide for a Guaranteed Withdrawal Payment that will increase, on Policy anniversaries, by an adjustment amount equal to the Increase Adjustment, provided that:

- the Rider has been in the Withdrawal Period for at least one year; and
- the Accumulation Value is greater than zero.

The Increase Adjustment equals (a) multiplied by (b), where

(a) is the Guaranteed Withdrawal Payment for the Policy Year just ended, reduced for any Excess Withdrawals during the Policy Year just ended; and

(b) is the Annual Increase Percentage, shown on the Rider Coverage Page 1.

We will increase the Scheduled Withdrawal Payment in the same proportion as the Guaranteed Withdrawal Payment is increased by any Increase Adjustment.

**2.5. The Enhanced Benefit.** If both the Annuitant and this Rider meet the Eligibility Requirements, You may elect the Enhanced Benefit (a) if the Policy is still in the Accumulation Period, in lieu of a Standard Benefit, or (b) if the Policy is in the Withdrawal Period and certain additional requirements are met.

**2.5.1. Approval Date.** The Approval Date for the Enhanced Benefit is the date We approve that all requirements have been met.

**2.5.2. Eligibility Requirements.**

**2.5.2.1. Rider Eligibility Requirements** include the following:

- The Rider must have been in force on the Approval Date for at least the Enhanced Benefit Waiting Period, shown on the Rider Coverage Page 1 and measured from the Issue Date;
- If this Rider is in the Withdrawal Period on the Approval Date, then the Guaranteed Withdrawal Payment must have been elected on the basis of the Single Life, Level Payout Option (if You elected the Guaranteed Withdrawal Payment on the Single Life, Increasing Payout Option or either Joint Life Option, the Enhanced Benefit is not available); and
- The Enhanced Benefit Amount is greater than the Guaranteed Withdrawal Payment adjusted for any Excess Withdrawals in the current Policy Year.

**2.5.2.2. Annuitant Eligibility Requirements** on the Approval Date include the following:

- The Annuitant must be a resident of the United States.
- The Annuitant's Attained Age must be at least as great as the Minimum Benefit Age, shown on the Rider Coverage Page 1.
- We must receive proof satisfactory to Us that the Annuitant is unable to perform, Without Substantial Assistance, at least two (2) of the six (6) Activities of Daily Living (ADLs). This inability to perform the ADLs must be due to a permanent loss of functional capacity. Should We choose to use an independent health care professional to assist Us in the assessment of whether the requirements of this item are met, the Annuitant must agree to cooperate in that assessment.

Activities of Daily Living are:

1. Bathing: washing oneself by sponge bath or in either a tub or shower, including the tasks of getting into or out of the shower;
2. Dressing: putting on and taking off all items of clothing and any required braces, fasteners, or artificial limbs;
3. Transferring: moving into and out of a bed, chair, or wheelchair;
4. Toileting: getting to and from the toilet, getting on and off the toilet, and performing related personal hygiene;
5. Continence: ability to maintain control of bowel and bladder function or, when not able to maintain control of bowel or bladder function, ability to perform related personal hygiene (including caring for catheter or colostomy bag); and
6. Eating: feeding oneself by getting food into the body from a receptacle (such as a cup, plate, or table) or by feeding tube or intravenously.

Without Substantial Assistance means:

- Without the physical assistance of another person, the Annuitant would be unable to perform the Activity of Daily Living or
- The presence of another person within arm's reach of the Annuitant is necessary to prevent, by physical intervention, injury to the Annuitant while the Annuitant performs the Activity of Daily Living.

**2.5.3. The Guaranteed Withdrawal Payment Under the Enhanced Benefit.**

**2.5.3.1. If the Approval Date is on or before the date the Withdrawal Period begins,** then the Guaranteed Withdrawal Payment will be the Enhanced Benefit Amount.

**2.5.3.2. If the Approval Date is after the date the Withdrawal Period begins and the Enhanced Benefit Amount is greater than the existing Guaranteed Withdrawal Payment on the Approval Date,** then the determination of the Guaranteed Withdrawal Payment depends on whether the Approval Date is a Policy anniversary or not.

- If the Approval Date is a Policy anniversary, then the Guaranteed Withdrawal Payment for that Policy Year will be increased to the Enhanced Benefit Amount, if larger.
- If the Approval Date is not a Policy anniversary, then the Guaranteed Withdrawal Payment for the current Policy Year will be increased by an amount equal to (a) times (b), where:

(a) is the difference between the Enhanced Benefit Amount and the Guaranteed Withdrawal Payment for the current Policy Year and

(b) is the whole number of months until the next Policy anniversary divided by 12.

On the Policy anniversary following the Approval Date:

- The Guaranteed Withdrawal Payment becomes the Enhanced Benefit Amount, adjusted for any Excess Withdrawals after the Approval Date.
- If the Scheduled Withdrawal Payment in effect at the end of the previous Policy Year had equaled the Guaranteed Withdrawal Payment, then We will increase the Scheduled Withdrawal Payment to equal the Guaranteed Withdrawal Payment so determined.
- If the Scheduled Withdrawal Payment in effect at the end of the previous Policy Year had been less than the Guaranteed Withdrawal Payment, then We will notify You of any increase to the Guaranteed Withdrawal Payment. We will increase the Scheduled Withdrawal Payment if You make a request in writing for Us to do so.

**2.5.3.3. If the Approval Date is after the date the Withdrawal Period begins and the Enhanced Benefit is not greater than the existing Guaranteed Withdrawal Payment on the Approval Date,** then the Rider Eligibility Requirements are not met and the Guaranteed Withdrawal Payment remains unchanged.

#### **2.5.4. The Enhanced Benefit Amount.**

**2.5.4.1. If the Approval Date is on or before the date the Withdrawal Period begins,** then the Enhanced Benefit Amount equals (a) times (b), where:

- (a) is the greater of the Accumulation Value or the Benefit Calculation Base on the date the Withdrawal Period begins; and
- (b) is the Guaranteed Withdrawal Percentage, taken from the Enhanced Benefit column of the Guaranteed Withdrawal Percentage Table on the Rider Coverage Page 2, and based on the Attained Age of the Annuitant on the date the Withdrawal Period begins.

**2.5.4.2. If the Approval Date is after the date the Withdrawal Period begins,** then the Enhanced Benefit Amount equals (c) times (d), where:

- (c) is the Accumulation Value on the Approval Date; and
- (d) is the Guaranteed Withdrawal Percentage, taken from the Enhanced Benefit column of the Guaranteed Withdrawal Percentage Table on the Rider Coverage Page 2, and based on the Attained Age of the Annuitant, on the Approval Date.

**2.6. Withdrawals During the Withdrawal Period.** During the Withdrawal Period, We first treat a withdrawal You request as being for a Guaranteed Withdrawal Payment. Any withdrawal that is treated as being for a Guaranteed Withdrawal Payment will not be subject to the limits on minimum Partial Withdrawals and on required minimum values remaining in the Policy after Partial Withdrawals that may be imposed by the Policy's Partial Withdrawals provision.

A Scheduled Withdrawal Payment is first made from the Declared Interest Account, to the extent there is sufficient value in the Declared Interest Account. Any insufficiency is then taken from the Indexed Interest Accounts in proportion to their values.

During each full Policy Year starting on or after the beginning of the Withdrawal Period, withdrawals are not subject to Withdrawal Charges to the extent their cumulative total during a Policy Year does not exceed the Maximum Free Withdrawal. The Maximum Free Withdrawal is the greatest of:

- the Guaranteed Withdrawal Payment for that Policy Year; or
- the Free Withdrawal Amount specified in the Policy for that Policy Year; or
- an amount equal to the Required Minimum Distribution for that Policy Year as defined below.

Withdrawals will be reduced by Withdrawal Charges when the sum of all withdrawals in a Policy Year, including Scheduled Withdrawal Payments, exceeds the Maximum Free Withdrawal.

If the Withdrawal Period begins on any date that is not a Policy anniversary, then all withdrawals in that Policy Year, including Scheduled Withdrawal Payments, are subject to Withdrawal Charges to the extent that they exceed the Free Withdrawal Amount.

The Accumulation Value and the Policy Value will be reduced by all withdrawals, whether Guaranteed Withdrawal Payment or otherwise.

If not specified in the Policy, the Required Minimum Distribution is defined as follows. A Required Minimum Distribution is determined:

- annually as of the end of the calendar year ending immediately prior to the beginning of the current Policy Year;
- in accordance with applicable tax law and regulations in effect at the time the Required Minimum Distribution is determined; and
- as if the Policy were the only annuity owned by the Owner.

If specified in the Policy, the definition of the Required Minimum Distribution is not changed by this Rider.

**2.7. Impact of Excess Withdrawals.** Each Excess Withdrawal in a Policy Year during the Withdrawal Period may be subject to Withdrawal Charges as defined in the Policy (see 2.6. Withdrawals During the Withdrawal Period). The Guaranteed Withdrawal Payment for subsequent Policy Years will be reduced by the ratio of each Excess Withdrawal (including any Withdrawal Charges) to the Accumulation Value immediately prior to such withdrawal.

**2.8. Automatic Transfers to the Declared Interest Account.** On each Policy anniversary during the Withdrawal Period, We will determine if the value of the Declared Interest Account is less than the Guaranteed Withdrawal Payment. We will do so:

- after interest is credited,
- after Rider Charges are deducted,
- after any requested transfers between and among Interest Accounts have been transferred,
- after any Partial Withdrawals have been made, and
- after the Guaranteed Withdrawal Payment for the Policy Year has been determined.

If, on such Policy anniversary, the value of the Declared Interest Account is less than the Guaranteed Withdrawal Payment then in effect, We will transfer amounts from the Indexed Interest Accounts to the Declared Interest Account in order to increase the value of the Declared Interest Account to the amount of the Guaranteed Withdrawal Payment. The amount transferred will be transferred from each Indexed Interest Account in proportion to its value. If the cumulative value of the Indexed Interest Accounts is insufficient to increase the Declared Interest Account to the amount of the Guaranteed Withdrawal Payment, the entire values of the Indexed Interest Accounts will be transferred to the Declared Interest Account.

**2.9. Guaranteed Withdrawal Payment Step-Up.** On each Policy anniversary during the Withdrawal Period, We will increase the Guaranteed Withdrawal Payment by the Step-Up Adjustment. The Step-Up Adjustment equals (a) multiplied by (b) minus (c), but not less than zero, where:

- (a) is the Accumulation Value on the Policy anniversary, after interest has been credited and Rider Charges have been deducted;
- (b) is the Guaranteed Withdrawal Percentage, taken from the appropriate column of the Guaranteed Withdrawal Percentage Table on the Rider Coverage Page 2, using the Annuitant's Attained Age on the Policy anniversary (or the Attained Age of the younger of the Annuitant and the Joint Annuitant as of the Policy anniversary); and
- (c) is the Guaranteed Withdrawal Payment after any Increase Adjustment and adjustments for Excess Withdrawals have been applied.

If the Scheduled Withdrawal Payment equals the Guaranteed Withdrawal Payment, then We will increase the Scheduled Withdrawal Payment by the amount of any Step-Up Adjustment.

If the Scheduled Withdrawal Payment is less than the Guaranteed Withdrawal Payment, then We will notify You of any increase to the Guaranteed Withdrawal Payment. We will increase the Scheduled Withdrawal Payment if You make a request in writing for Us to do so.

## PART 3: DEATH BENEFITS

**3.1 Standard Provision.** If the Annuitant dies during the Accumulation Period, the Death Benefit of the Policy will be the greater of:

- the Death Benefit(s) as defined in the Policy and any other rider(s) attached to the Policy; or
- the Benefit Calculation Base as of the date of the Annuitant's death multiplied by the Benefit Calculation Base Death Benefit Percentage, shown on the Rider Coverage Page 1.

**3.2 Optional Provision.** If the Annuitant dies during the Accumulation Period, the Beneficiary may elect to receive—in lieu of any other Death Benefit(s) provided by the Policy, this Rider, and any other riders attached to the Policy—equal periodic payments, paid each modal period for five (5) years, beginning one mode from the date of the Annuitant's death

and in all events We will make all such payments before the expiration of the five-year period from the date of the Annuitant's death. The amount of each such payment is

- the Benefit Calculation Base at the time of the Annuitant's death divided by
- the total number of modal payments.

The modes available from which the Beneficiary may choose are:

- Annual — the total number of modal payments is five (5);
- Quarterly — the total number of modal payments is twenty (20); and
- Monthly — the total number of modal payments is sixty (60).

## PART 4: ROLES IN THE RIDER

### 4.1 Spousal Continuation.

**4.1.1. If You Die During the Accumulation Period.** If You die during the Accumulation Period and Your spouse becomes the Annuitant of the Policy, all Rider benefits will be based on the successor Annuitant.

**4.1.2. If You Die During the Withdrawal Period – Single Life Option.** If You die during the Withdrawal Period and Your spouse becomes the Annuitant of the Policy and Guaranteed Withdrawal Payments are being calculated based on a Single Life Option, then in each Policy Year Your spouse may withdraw, without incurring Withdrawal Charges, an amount equal to the largest of:

- the Guaranteed Withdrawal Payment at the time of Your death; or
- the Free Withdrawal Amount; or
- the Required Minimum Distribution, determined as described earlier in this Rider (see 2.6. Withdrawals During the Withdrawal Period)

Your spouse may do so while and to the extent the Accumulation Value is positive. When the Accumulation Value becomes zero:

- We will pay the Policy Value, if it is positive, in a lump sum; and
- The Policy and this Rider will terminate.

**4.1.3. If You Die During the Withdrawal Period – Joint Life Option.** If You die during the Withdrawal Period and Your spouse becomes the Annuitant of the Policy and Guaranteed Withdrawal Payments are being calculated based on a Joint Life Option, then Your spouse may continue to withdraw the Guaranteed Withdrawal Payment each Policy Year. All adjustments to the Guaranteed Withdrawal Payment continue as defined in this Rider. Rider benefits and Rider Charges continue, and the Policy and Rider do not terminate until Your spouse dies.

**4.2 Contingent Annuitant.** If the Contingent Annuitant becomes the Annuitant, this Rider will continue as follows:

- if this Rider is in the Accumulation Period, all Rider benefits will be based on the successor Annuitant;
- if this Rider is in the Withdrawal Period, this Rider will terminate and no further charges will be made for it, and no further withdrawal benefits will be paid.

## PART 5: RIDER CHARGES

**5.1. Rider Charges.** We make charges for this Rider, called the Rider Charges, deducting them from the Accumulation Value and Policy Value. If, due to a Policy loan, there is not enough unimpaired Accumulation Value for Rider Charges to be deducted, this Rider will terminate (see Part 6).

Rider Charges are determined and deducted on each Policy anniversary.

**5.2. Determination.** The Rider Charge is determined separately for each Interest Account as (a) times (b), where:

- (a) is the Rider Charge Rate determined depending on whether the Rider is in the Accumulation Period or the Withdrawal Period, as follows:
  - during the Accumulation Period, is the Rider Charge Rate shown on the Rider Coverage Page 1 and varying by how long the Policy has been in force; or

- during the Withdrawal Period, is the Rider Charge Rate in effect at the beginning of the Withdrawal Period, continuing unchanged until this Rider terminates; and
- (b) is the value of the Interest Account on the applicable Policy anniversary, including any impaired value due to an unpaid Policy loan, if applicable, determined after any interest has been credited to the Interest Account and before any Partial Withdrawals or Policy loans are taken on that date.

**5.3. Allocation of Charges to the Accumulation Value.** If there are no unpaid Policy loans, the Rider Charge calculated for each Interest Account is deducted from the value of that Interest Account.

If there are unpaid Policy loans, the Rider Charges for all Interest Accounts for a given Policy anniversary are summed and then deducted from the Accumulation Value in the following manner:

- First, We will deduct the Rider Charges from the value, if any, in the Declared Interest Account.
- If there is insufficient value in the Declared Interest Account, We will deduct any remaining Rider Charges from the value of each Indexed Interest Account in proportion to its unimpaired value.

## PART 6: TERMINATION

**6.1 Automatic Termination.** This Rider will automatically terminate at the earliest of the following events:

**6.1.1.** the termination of this Policy under its provisions

*except if:*

this Rider is in the Withdrawal Period and the Policy would otherwise terminate as a result of the payment of the Required Minimum Distribution or the Guaranteed Withdrawal Payment,

*in which case:*

the Policy and Rider will remain in force and the withdrawal payments will continue, as provided in this Rider, until

- the death of the Annuitant, if there is no Joint Annuitant, or
- the latter death of the Annuitant and the Joint Annuitant,

at which time the Policy and Rider will both terminate; or

**6.1.2.** an Excess Withdrawal, including any applicable Withdrawal Charges, results in the Accumulation Value being zero; or

**6.1.3.** there does not exist sufficient unimpaired Accumulation Value in the Policy as a result of a Policy loan for deduction of the Rider Charges; or

**6.1.4.** any death benefits are paid upon Your death or the Annuitant's death.

**6.2 Cancellation.** You may cancel this Rider after completion of the Cancellation Period shown on the Rider Coverage Page 1 and measured from the Issue Date. You must notify Us in writing at least thirty (30) days prior to the Policy anniversary on which the termination is to take effect. If You do so, the Rider will terminate, and

- no future benefits will be payable under the Rider and
- no future Rider Charges will be made.

This Rider may not be reinstated subsequent to Your choice to cancel it.

## PART 7: GENERAL PROVISIONS

This Rider is part of the Policy to which it is attached. The Rider is subject to all terms, conditions, and provisions contained in the Policy. The provisions of this Rider apply in lieu of any Policy provision to the contrary.

The provisions of this Rider begin on the Policy's Issue Date.

This Rider has no cash value or loan value.

All terms not defined in this Rider refer to the terms as used in the Policy or other rider(s).

In all other respects, the Policy's provisions remain unchanged.

SIGNED FOR LIFE INSURANCE COMPANY OF THE SOUTHWEST

A handwritten signature in cursive script, reading "Jacquie Crawford", enclosed within a red rectangular box.

Secretary

*SERFF Tracking Number:* NALF-127152085      *State:* Arkansas  
*Filing Company:* Life Insurance Company of the Southwest      *State Tracking Number:* 48662  
*Company Tracking Number:* 8969(0411)  
*TOI:* A071 Individual Annuities - Special      *Sub-TOI:* A071.001 Equity Indexed  
*Product Name:* GLIR  
*Project Name/Number:* GLIR/8969(0411)

**Note To Filer**

**Created By:**

Linda Bird on 05/13/2011 10:32 AM

**Last Edited By:**

Linda Bird

**Submitted On:**

05/13/2011 10:32 AM

**Subject:**

Request to re-open

**Comments:**

Filing has been re-opened in order for corrections to be made. An additional filing fee will be required.

SERFF Tracking Number: NALF-127152085 State: Arkansas  
 Filing Company: Life Insurance Company of the Southwest State Tracking Number: 48662  
 Company Tracking Number: 8969(0411)  
 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
 Product Name: GLIR  
 Project Name/Number: GLIR/8969(0411)

**Amendment Letter**

Submitted Date: 05/13/2011

**Comments:**

During an administrative audit of this form filing, a clerical error was discovered regarding the form language. In Part 3, the references to "You" and "Your" have been changed to "the Annuitant" and "the Annuitant's", respectively. In Section 6.1.4., the language has been revised to clarify that the rider terminates on death of the Annuitant. The clerical error is only in these two aforementioned sections of the form.

We have attached a rider form with the revisions noted above under Form Schedule. No changes were made to the other documents submitted with this filing. Only the form was revised.

**Changed Items:**

**Form Schedule Item Changes:**

**Form Schedule Item Changes:**

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
8969(0411)	Policy/Contr	Guaranteed act/Fraternal Lifetime Certificate: Withdrawal Amendment, Benefit Rider Insert Page, Endorsemen t or Rider	Initial				45.000	8969(0411).pdf

SERFF Tracking Number: NALF-127152085 State: Arkansas  
 Filing Company: Life Insurance Company of the Southwest State Tracking Number: 48662  
 Company Tracking Number: 8969(0411)  
 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
 Product Name: GLIR  
 Project Name/Number: GLIR/8969(0411)

## Form Schedule

### Lead Form Number: 8969(0411)

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	8969(0411)	Policy/Cont Guaranteed Lifetime ract/Fratern Withdrawal Benefit al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		45.000	8969(0411).p df

# GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER

Life Insurance Company of the Southwest (LSW) [www.lifeofsouthwest.com]  
[1300 West Mockingbird Lane, Dallas, Texas 75247-4921] [Customer Service 1-800-579-2878]

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This Rider provides You the right to elect withdrawals from the Policy to which the Rider is attached but with the guarantee that those payments will continue for the life of the Annuitant, even after the values of the Policy have been depleted. The Rider also may provide for a Death Benefit higher than that of the Policy. There are periodic charges for this Rider.

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<b>Base Policy Number:</b>	[123456X]
<b>Initial Rollup Rate:</b>	[7.0%] per annum
<b>Initial Rollup Rate Guarantee Period:</b>	[10] Years
<b>Minimum Renewal Rollup Rate:</b>	[3.0%] per annum
<b>Maximum Accumulation Years:</b>	[20]
<b>Maximum Accumulation Age:</b>	[85]
<b>First Benefit Calculation Base Adjustment Date:</b>	[February 28, 2016]
<b>Benefit Calculation Base Death Benefit Percentage:</b>	[75%]
<b>Rider Charge Rate:</b>	
Prior to the [11th] Policy anniversary:	[0.85%]
On or after the [11th] Policy anniversary:	[0.85%]
<b>Waiting Period:</b>	[1 Year]
<b>Enhanced Benefit Waiting Period:</b>	[5 Years]
<b>Minimum Benefit Age:</b>	[60]
<b>Annual Increase Percentage:</b>	[3.0%]
<b>Cancellation Period:</b>	[5] Years

## Guaranteed Withdrawal Percentage Table

Attained Age	Single Life		Joint Life		Enhanced Benefit
	Level	Increasing	Level	Increasing	
[60]	[5.0%]	[4.0%]	[4.5%]	[3.5%]	[8.0%]
[61]	[5.1%]	[4.1%]	[4.6%]	[3.6%]	[8.1%]
[62]	[5.2%]	[4.2%]	[4.7%]	[3.7%]	[8.2%]
[63]	[5.3%]	[4.3%]	[4.8%]	[3.8%]	[8.3%]
[64]	[5.4%]	[4.4%]	[4.9%]	[3.9%]	[8.4%]
[65]	[5.5%]	[4.5%]	[5.0%]	[4.0%]	[8.5%]
[66]	[5.6%]	[4.6%]	[5.1%]	[4.1%]	[8.6%]
[67]	[5.7%]	[4.7%]	[5.2%]	[4.2%]	[8.7%]
[68]	[5.8%]	[4.8%]	[5.3%]	[4.3%]	[8.8%]
[69]	[5.9%]	[4.9%]	[5.4%]	[4.4%]	[8.9%]
[70]	[6.0%]	[5.0%]	[5.5%]	[4.5%]	[9.0%]
[71]	[6.1%]	[5.1%]	[5.6%]	[4.6%]	[9.1%]
[72]	[6.2%]	[5.2%]	[5.7%]	[4.7%]	[9.2%]
[73]	[6.3%]	[5.3%]	[5.8%]	[4.8%]	[9.3%]
[74]	[6.4%]	[5.4%]	[5.9%]	[4.9%]	[9.4%]
[75]	[6.5%]	[5.5%]	[6.0%]	[5.0%]	[9.5%]
[76]	[6.6%]	[5.6%]	[6.1%]	[5.1%]	[9.6%]
[77]	[6.7%]	[5.7%]	[6.2%]	[5.2%]	[9.7%]
[78]	[6.8%]	[5.8%]	[6.3%]	[5.3%]	[9.8%]
[79]	[6.9%]	[5.9%]	[6.4%]	[5.4%]	[9.9%]
[80]	[7.0%]	[6.0%]	[6.5%]	[5.5%]	[10.0%]
[81]	[7.1%]	[6.1%]	[6.6%]	[5.6%]	[10.1%]
[82]	[7.2%]	[6.2%]	[6.7%]	[5.7%]	[10.2%]
[83]	[7.3%]	[6.3%]	[6.8%]	[5.8%]	[10.3%]
[84]	[7.4%]	[6.4%]	[6.9%]	[5.9%]	[10.4%]
[85]	[7.5%]	[6.5%]	[7.0%]	[6.0%]	[10.5%]
[86]	[7.6%]	[6.6%]	[7.1%]	[6.1%]	[10.6%]
[87]	[7.7%]	[6.7%]	[7.2%]	[6.2%]	[10.7%]
[88]	[7.8%]	[6.8%]	[7.3%]	[6.3%]	[10.8%]
[89]	[7.9%]	[6.9%]	[7.4%]	[6.4%]	[10.9%]
[90+]	[8.0%]	[7.0%]	[7.5%]	[6.5%]	[11.0%]

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# PART I: SOME DEFINED TERMS AND MEASURES

**1.1. Attained Age.** A person's Attained Age on any date is that person's age as of his or her last birthday on that date.

**1.2. Annuitant.** "Annuitant" means the Annuitant as defined in the Policy.

**1.3. Joint Annuitant.** If You elect a Joint Life Option under this Rider, the Joint Annuitant is the Annuitant's married spouse (see 2.4.2.2 Joint Life Option).

**1.4. The Accumulation Period.** Prior to the date We make the first payment of a withdrawal benefit upon Your election of benefits under this Rider, the Rider is said to be in the Accumulation Period.

**1.5. The Withdrawal Period.** On and subsequent to the date We make the first payment of a withdrawal benefit upon Your election of benefits under this Rider, the Rider is said to be in the Withdrawal Period. Once the Withdrawal Period begins, the Rider may not re-enter the Accumulation Period. The Withdrawal Period ends when the Rider terminates.

**1.6. The Benefit Calculation Base.** The Benefit Calculation Base is a calculated amount used in the determination of benefits provided by this Rider. It is not a value to which You have direct access. The Benefit Calculation Base exists only during the Accumulation Period.

**1.6.1.** On the Issue Date, the Benefit Calculation Base is equal to the Accumulation Value plus any Bonus Accumulation Value, if applicable (not all policies have a Bonus Accumulation Value).

**1.6.2.** The Benefit Calculation Base will accumulate daily at the Rollup Rate.

- The Initial Rollup Rate is guaranteed for the Initial Rollup Rate Guarantee Period, measured from the Issue Date. The Initial Rollup Rate and the Initial Rollup Rate Guarantee Period are shown on the Rider Coverage Page 1.
- We will declare renewal Rollup Rates that will apply subsequent to the expiry of the Initial Rollup Rate Guarantee Period. Such renewal Rollup Rates will be guaranteed for a period starting on the date of expiry of any previously-declared Rollup Rate for one year. No Rollup Rate We declare will be less than the Minimum Renewal Rollup Rate shown on the Rider Coverage Page 1.
- If the Rider is still in the Accumulation Period either
  - at the end of the Maximum Accumulation Years, measured from the Issue Date; or
  - on a Policy anniversary when the Annuitant's Attained Age equals or exceeds the Maximum Accumulation Age, then all subsequent Rollup Rates for the remainder of the Accumulation Period will be zero regardless of whether the Initial Rollup Rate Guarantee Period has expired. The Maximum Accumulation Years and the Maximum Accumulation Age are shown on the Rider Coverage Page 1.
- During the Accumulation Period, on each Benefit Calculation Base Adjustment Date, We will calculate the Benefit Calculation Base Adjustment.
  - The First Benefit Calculation Base Adjustment Date is shown on the Rider Coverage Page 1.
  - Benefit Calculation Base Adjustment Dates, after the first, will be on five (5)-year anniversaries of the previous Benefit Calculation Base Adjustment Date while the Rider is in the Accumulation Period.

The Benefit Calculation Base Adjustment will be the amount, if any, by which the Accumulation Value exceeds the Benefit Calculation Base. If this amount is positive, then such amount will be credited to the Benefit Calculation Base on that Benefit Calculation Base Adjustment Date. The Accumulation Value used in this calculation is determined after interest, if any, has been credited and after Rider Charges and any Partial Withdrawals have been deducted.

- Any time a withdrawal is made from the Accumulation Value during the Accumulation Period, We will reduce the Benefit Calculation Base in the same proportion as the Accumulation Value is reduced.

**1.6.3.** The Benefit Calculation Base ceases to exist at the start of the Withdrawal Period.

# PART 2: GUARANTEED LIFETIME WITHDRAWAL BENEFITS

**2.1. General.** This section of the Rider details how, when, and the extent to which Rider withdrawal benefits are paid. We make all such benefit payments directly to You unless You direct Us otherwise.

## **2.2. The Guaranteed Withdrawal Payment and the Scheduled Withdrawal Payment.**

**2.2.1. Guaranteed Withdrawal Payment.** The Guaranteed Withdrawal Payment is the maximum annual Guaranteed Lifetime Withdrawal Benefit available.

**2.2.2. Scheduled Withdrawal Payment.** The Scheduled Withdrawal Payment is the annual amount You choose to have Us pay You as a Guaranteed Lifetime Withdrawal Benefit under this Rider. The Scheduled Withdrawal Payment may be all or any portion of the Guaranteed Withdrawal Payment. You may receive the Scheduled Withdrawal Payment in annual, semi-annual, quarterly, or monthly installments. The amount of the semi-annual, quarterly, or monthly installment is the Scheduled Withdrawal Payment divided by two (2), four (4), or twelve (12) respectively. Each installment of the Scheduled Withdrawal Payment must be at least equal to the lesser of \$100 or the Guaranteed Withdrawal Payment.

You may start, stop, or change the Scheduled Withdrawal Payment at any time during the Withdrawal Period. If You change the Scheduled Withdrawal Payment, it cannot be greater than the Guaranteed Withdrawal Payment for the applicable Policy Year.

**2.2.3. Excess Withdrawals.** An Excess Withdrawal is a withdrawal taken during the Withdrawal Period to the extent it and the sum of previous withdrawals in that Policy Year exceed the larger of the Guaranteed Withdrawal Payment for that Policy Year or the Required Minimum Distribution, the latter determined as described in this Rider (see 2.6. Withdrawals During the Withdrawal Period). Withdrawals taken in a Policy Year before the start of the Withdrawal Period will not be considered in the sum of previous withdrawals. If any portion of a withdrawal is an Excess Withdrawal, such Excess Withdrawal will reduce or may eliminate future Guaranteed Withdrawal Payments according to the provisions of this Rider (see 2.7. Impact of Excess Withdrawals). If the reduced Guaranteed Withdrawal Payment is less than the Scheduled Withdrawal Payment, then the Scheduled Withdrawal Payment will be set equal to the Guaranteed Withdrawal Payment.

**2.3. Start of Benefit Payments.** We will make the first Scheduled Withdrawal Payment after You make a request in writing for Us to do so, provided that, on the date of the first Scheduled Withdrawal Payment:

- the Waiting Period, shown on the Rider Coverage Page 1 and measured from the Issue Date, has expired; and
- the Annuitant's Attained Age (and the Joint Annuitant's Attained Age, if You choose the Joint Life Option) is at least as great as the Minimum Benefit Age shown on the Rider Coverage Page 1; and
- a withdrawal is permitted from the annuity under applicable law and regulations; and
- the Guaranteed Withdrawal Payment is at least \$100; and
- all Policy loans, if any, have been repaid.

You may not take any Policy loans after the Withdrawal Period begins.

Each Scheduled Withdrawal Payment and other withdrawals You request from the Policy will reduce the Accumulation Value and Policy Value, as defined in the Policy. If the Scheduled Withdrawal Payment results in the Accumulation Value being zero, then:

- We will pay the Guaranteed Withdrawal Payment until the death of the Annuitant if the terms of this Rider so provide;
- no additional increases to the Guaranteed Withdrawal Payment will occur; and
- all other riders attached to the Policy will terminate.

You have the right to withdraw any amount so provided by the Policy.

**2.4. The Standard Benefit.** The Guaranteed Withdrawal Payment is determined at the beginning of the Withdrawal Period and on each Policy anniversary thereafter. The maximum amount that can be withdrawn in the applicable Policy Year without any amount being treated as an Excess Withdrawal is the larger of

- the Guaranteed Withdrawal Payment for that Policy Year or
- the Required Minimum Distribution, the latter determined as described subsequently in this Rider (see 2.6. Withdrawals During the Withdrawal Period).

#### 2.4.1. Calculation of the Guaranteed Withdrawal Payment for the Standard Benefit.

**2.4.1.1.** The Guaranteed Withdrawal Payment **on the date the Withdrawal Period begins** equals (a) times [the greater of (b) or (c)], where:

- (a) is the Guaranteed Withdrawal Percentage, taken from the Guaranteed Withdrawal Percentage Table on the Rider Coverage Page 2, using the column for the chosen option, determined by Your choice for
  - a single-life payout or
  - a joint-life payout (see 2.4.2 Single Life versus Joint Life Options)and by Your choice for
  - a level payout or
  - an increasing payout (see 2.4.3 The Level Payout Option versus Increasing Payout Option);and using the row for the Annuitant's Attained Age (or the row for the Attained Age of the younger of the Annuitant and the Joint Annuitant if You choose the Joint Life Option);
- (b) is the Accumulation Value after any interest has been credited and after any Rider Charges have been deducted; and
- (c) is the Benefit Calculation Base.

**2.4.1.2.** The Guaranteed Withdrawal Payment **on each Policy anniversary after the Withdrawal Period begins** is the Guaranteed Withdrawal Payment for the Policy Year just ended, adjusted for the following:

- reduced for any Excess Withdrawals during the Policy Year just ended (see 2.7. Impact of Excess Withdrawals);
- increased by any Increase Adjustment (see 2.4.3.2 The Increasing Payout Option); and
- increased by any Step-Up Adjustment (see 2.9. Guaranteed Withdrawal Payment Step-Up).

#### 2.4.2. Single Life versus Joint Life Options.

**2.4.2.1. Single Life Option.** You may choose, at the beginning of the Withdrawal Period, to have the Guaranteed Withdrawal Payment based on the life of the Annuitant only. The Guaranteed Withdrawal Payment is guaranteed to be available until the death of the Annuitant. The percentage from the Guaranteed Withdrawal Percentage Table is taken from the column for the appropriate Single Life Option and is based on the Attained Age of the Annuitant.

**2.4.2.2. Joint Life Option.** You may choose, at the beginning of the Withdrawal Period, to have the Guaranteed Withdrawal Payment based on the lives of the Annuitant and the Joint Annuitant, provided one of the following is true:

- You are a natural person and either You or Your spouse is the Annuitant; or
- You are Joint Owners, You are married spouses, and one of You is the Annuitant; or
- The Owner of the Policy is a qualified retirement plan.

If You elect a Joint Life Option, the Beneficiary of the Policy shall be the Joint Annuitant for as long as both the Annuitant and Joint Annuitant are living. The Guaranteed Withdrawal Payment is guaranteed to be available until the death of the survivor of the Annuitant and the Joint Annuitant.

The percentage from the Guaranteed Withdrawal Percentage Table is taken from the column for the appropriate Joint Life Option and is based on the Attained Age of the younger of the Annuitant and the Joint Annuitant.

#### 2.4.3. The Level Payout Option versus the Increasing Payout Option.

**2.4.3.1. The Level Payout Option.** Payments with the Guaranteed Withdrawal Payment Level Option provide for a Guaranteed Withdrawal Payment that remains level, subject to adjustment for Excess Withdrawals (see 2.7. Impact of Excess Withdrawals). The Guaranteed Withdrawal Payment available with the Level Option starts at a higher amount than that available with the Increasing Option but is not subject to the annual increases that is the case for the Increasing Option.

**2.4.3.2. The Increasing Payout Option.** Payments with the Guaranteed Withdrawal Payment Increasing Option provide for a Guaranteed Withdrawal Payment that will increase, on Policy anniversaries, by an adjustment amount equal to the Increase Adjustment, provided that:

- the Rider has been in the Withdrawal Period for at least one year; and
- the Accumulation Value is greater than zero.

The Increase Adjustment equals (a) multiplied by (b), where

(a) is the Guaranteed Withdrawal Payment for the Policy Year just ended, reduced for any Excess Withdrawals during the Policy Year just ended; and

(b) is the Annual Increase Percentage, shown on the Rider Coverage Page 1.

We will increase the Scheduled Withdrawal Payment in the same proportion as the Guaranteed Withdrawal Payment is increased by any Increase Adjustment.

**2.5. The Enhanced Benefit.** If both the Annuitant and this Rider meet the Eligibility Requirements, You may elect the Enhanced Benefit (a) if the Policy is still in the Accumulation Period, in lieu of a Standard Benefit, or (b) if the Policy is in the Withdrawal Period and certain additional requirements are met.

**2.5.1. Approval Date.** The Approval Date for the Enhanced Benefit is the date We approve that all requirements have been met.

**2.5.2. Eligibility Requirements.**

**2.5.2.1. Rider Eligibility Requirements** include the following:

- The Rider must have been in force on the Approval Date for at least the Enhanced Benefit Waiting Period, shown on the Rider Coverage Page 1 and measured from the Issue Date;
- If this Rider is in the Withdrawal Period on the Approval Date, then the Guaranteed Withdrawal Payment must have been elected on the basis of the Single Life, Level Payout Option (if You elected the Guaranteed Withdrawal Payment on the Single Life, Increasing Payout Option or either Joint Life Option, the Enhanced Benefit is not available); and
- The Enhanced Benefit Amount is greater than the Guaranteed Withdrawal Payment adjusted for any Excess Withdrawals in the current Policy Year.

**2.5.2.2. Annuitant Eligibility Requirements** on the Approval Date include the following:

- The Annuitant must be a resident of the United States.
- The Annuitant's Attained Age must be at least as great as the Minimum Benefit Age, shown on the Rider Coverage Page 1.
- We must receive proof satisfactory to Us that the Annuitant is unable to perform, Without Substantial Assistance, at least two (2) of the six (6) Activities of Daily Living (ADLs). This inability to perform the ADLs must be due to a permanent loss of functional capacity. Should We choose to use an independent health care professional to assist Us in the assessment of whether the requirements of this item are met, the Annuitant must agree to cooperate in that assessment.

Activities of Daily Living are:

1. Bathing: washing oneself by sponge bath or in either a tub or shower, including the tasks of getting into or out of the shower;
2. Dressing: putting on and taking off all items of clothing and any required braces, fasteners, or artificial limbs;
3. Transferring: moving into and out of a bed, chair, or wheelchair;
4. Toileting: getting to and from the toilet, getting on and off the toilet, and performing related personal hygiene;
5. Continence: ability to maintain control of bowel and bladder function or, when not able to maintain control of bowel or bladder function, ability to perform related personal hygiene (including caring for catheter or colostomy bag); and
6. Eating: feeding oneself by getting food into the body from a receptacle (such as a cup, plate, or table) or by feeding tube or intravenously.

Without Substantial Assistance means:

- Without the physical assistance of another person, the Annuitant would be unable to perform the Activity of Daily Living or
- The presence of another person within arm's reach of the Annuitant is necessary to prevent, by physical intervention, injury to the Annuitant while the Annuitant performs the Activity of Daily Living.

**2.5.3. The Guaranteed Withdrawal Payment Under the Enhanced Benefit.**

**2.5.3.1. If the Approval Date is on or before the date the Withdrawal Period begins,** then the Guaranteed Withdrawal Payment will be the Enhanced Benefit Amount.

**2.5.3.2. If the Approval Date is after the date the Withdrawal Period begins and the Enhanced Benefit Amount is greater than the existing Guaranteed Withdrawal Payment on the Approval Date,** then the determination of the Guaranteed Withdrawal Payment depends on whether the Approval Date is a Policy anniversary or not.

- If the Approval Date is a Policy anniversary, then the Guaranteed Withdrawal Payment for that Policy Year will be increased to the Enhanced Benefit Amount, if larger.
- If the Approval Date is not a Policy anniversary, then the Guaranteed Withdrawal Payment for the current Policy Year will be increased by an amount equal to (a) times (b), where:

(a) is the difference between the Enhanced Benefit Amount and the Guaranteed Withdrawal Payment for the current Policy Year and

(b) is the whole number of months until the next Policy anniversary divided by 12.

On the Policy anniversary following the Approval Date:

- The Guaranteed Withdrawal Payment becomes the Enhanced Benefit Amount, adjusted for any Excess Withdrawals after the Approval Date.
- If the Scheduled Withdrawal Payment in effect at the end of the previous Policy Year had equaled the Guaranteed Withdrawal Payment, then We will increase the Scheduled Withdrawal Payment to equal the Guaranteed Withdrawal Payment so determined.
- If the Scheduled Withdrawal Payment in effect at the end of the previous Policy Year had been less than the Guaranteed Withdrawal Payment, then We will notify You of any increase to the Guaranteed Withdrawal Payment. We will increase the Scheduled Withdrawal Payment if You make a request in writing for Us to do so.

**2.5.3.3. If the Approval Date is after the date the Withdrawal Period begins and the Enhanced Benefit is not greater than the existing Guaranteed Withdrawal Payment on the Approval Date,** then the Rider Eligibility Requirements are not met and the Guaranteed Withdrawal Payment remains unchanged.

#### **2.5.4. The Enhanced Benefit Amount.**

**2.5.4.1. If the Approval Date is on or before the date the Withdrawal Period begins,** then the Enhanced Benefit Amount equals (a) times (b), where:

- (a) is the greater of the Accumulation Value or the Benefit Calculation Base on the date the Withdrawal Period begins; and
- (b) is the Guaranteed Withdrawal Percentage, taken from the Enhanced Benefit column of the Guaranteed Withdrawal Percentage Table on the Rider Coverage Page 2, and based on the Attained Age of the Annuitant on the date the Withdrawal Period begins.

**2.5.4.2. If the Approval Date is after the date the Withdrawal Period begins,** then the Enhanced Benefit Amount equals (c) times (d), where:

- (c) is the Accumulation Value on the Approval Date; and
- (d) is the Guaranteed Withdrawal Percentage, taken from the Enhanced Benefit column of the Guaranteed Withdrawal Percentage Table on the Rider Coverage Page 2, and based on the Attained Age of the Annuitant, on the Approval Date.

**2.6. Withdrawals During the Withdrawal Period.** During the Withdrawal Period, We first treat a withdrawal You request as being for a Guaranteed Withdrawal Payment. Any withdrawal that is treated as being for a Guaranteed Withdrawal Payment will not be subject to the limits on minimum Partial Withdrawals and on required minimum values remaining in the Policy after Partial Withdrawals that may be imposed by the Policy's Partial Withdrawals provision.

A Scheduled Withdrawal Payment is first made from the Declared Interest Account, to the extent there is sufficient value in the Declared Interest Account. Any insufficiency is then taken from the Indexed Interest Accounts in proportion to their values.

During each full Policy Year starting on or after the beginning of the Withdrawal Period, withdrawals are not subject to Withdrawal Charges to the extent their cumulative total during a Policy Year does not exceed the Maximum Free Withdrawal. The Maximum Free Withdrawal is the greatest of:

- the Guaranteed Withdrawal Payment for that Policy Year; or
- the Free Withdrawal Amount specified in the Policy for that Policy Year; or
- an amount equal to the Required Minimum Distribution for that Policy Year as defined below.

Withdrawals will be reduced by Withdrawal Charges when the sum of all withdrawals in a Policy Year, including Scheduled Withdrawal Payments, exceeds the Maximum Free Withdrawal.

If the Withdrawal Period begins on any date that is not a Policy anniversary, then all withdrawals in that Policy Year, including Scheduled Withdrawal Payments, are subject to Withdrawal Charges to the extent that they exceed the Free Withdrawal Amount.

The Accumulation Value and the Policy Value will be reduced by all withdrawals, whether Guaranteed Withdrawal Payment or otherwise.

If not specified in the Policy, the Required Minimum Distribution is defined as follows. A Required Minimum Distribution is determined:

- annually as of the end of the calendar year ending immediately prior to the beginning of the current Policy Year;
- in accordance with applicable tax law and regulations in effect at the time the Required Minimum Distribution is determined; and
- as if the Policy were the only annuity owned by the Owner.

If specified in the Policy, the definition of the Required Minimum Distribution is not changed by this Rider.

**2.7. Impact of Excess Withdrawals.** Each Excess Withdrawal in a Policy Year during the Withdrawal Period may be subject to Withdrawal Charges as defined in the Policy (see 2.6. Withdrawals During the Withdrawal Period). The Guaranteed Withdrawal Payment for subsequent Policy Years will be reduced by the ratio of each Excess Withdrawal (including any Withdrawal Charges) to the Accumulation Value immediately prior to such withdrawal.

**2.8. Automatic Transfers to the Declared Interest Account.** On each Policy anniversary during the Withdrawal Period, We will determine if the value of the Declared Interest Account is less than the Guaranteed Withdrawal Payment. We will do so:

- after interest is credited,
- after Rider Charges are deducted,
- after any requested transfers between and among Interest Accounts have been transferred,
- after any Partial Withdrawals have been made, and
- after the Guaranteed Withdrawal Payment for the Policy Year has been determined.

If, on such Policy anniversary, the value of the Declared Interest Account is less than the Guaranteed Withdrawal Payment then in effect, We will transfer amounts from the Indexed Interest Accounts to the Declared Interest Account in order to increase the value of the Declared Interest Account to the amount of the Guaranteed Withdrawal Payment. The amount transferred will be transferred from each Indexed Interest Account in proportion to its value. If the cumulative value of the Indexed Interest Accounts is insufficient to increase the Declared Interest Account to the amount of the Guaranteed Withdrawal Payment, the entire values of the Indexed Interest Accounts will be transferred to the Declared Interest Account.

**2.9. Guaranteed Withdrawal Payment Step-Up.** On each Policy anniversary during the Withdrawal Period, We will increase the Guaranteed Withdrawal Payment by the Step-Up Adjustment. The Step-Up Adjustment equals (a) multiplied by (b) minus (c), but not less than zero, where:

- (a) is the Accumulation Value on the Policy anniversary, after interest has been credited and Rider Charges have been deducted;
- (b) is the Guaranteed Withdrawal Percentage, taken from the appropriate column of the Guaranteed Withdrawal Percentage Table on the Rider Coverage Page 2, using the Annuitant's Attained Age on the Policy anniversary (or the Attained Age of the younger of the Annuitant and the Joint Annuitant as of the Policy anniversary); and
- (c) is the Guaranteed Withdrawal Payment after any Increase Adjustment and adjustments for Excess Withdrawals have been applied.

If the Scheduled Withdrawal Payment equals the Guaranteed Withdrawal Payment, then We will increase the Scheduled Withdrawal Payment by the amount of any Step-Up Adjustment.

If the Scheduled Withdrawal Payment is less than the Guaranteed Withdrawal Payment, then We will notify You of any increase to the Guaranteed Withdrawal Payment. We will increase the Scheduled Withdrawal Payment if You make a request in writing for Us to do so.

## PART 3: DEATH BENEFITS

**3.1 Standard Provision.** If the Annuitant dies during the Accumulation Period, the Death Benefit of the Policy will be the greater of:

- the Death Benefit(s) as defined in the Policy and any other rider(s) attached to the Policy; or
- the Benefit Calculation Base as of the date of the Annuitant's death multiplied by the Benefit Calculation Base Death Benefit Percentage, shown on the Rider Coverage Page 1.

**3.2 Optional Provision.** If the Annuitant dies during the Accumulation Period, the Beneficiary may elect to receive—in lieu of any other Death Benefit(s) provided by the Policy, this Rider, and any other riders attached to the Policy—equal periodic payments, paid each modal period for five (5) years, beginning one mode from the date of the Annuitant's death

and in all events We will make all such payments before the expiration of the five-year period from the date of the Annuitant's death. The amount of each such payment is

- the Benefit Calculation Base at the time of the Annuitant's death divided by
- the total number of modal payments.

The modes available from which the Beneficiary may choose are:

- Annual — the total number of modal payments is five (5);
- Quarterly — the total number of modal payments is twenty (20); and
- Monthly — the total number of modal payments is sixty (60).

## PART 4: ROLES IN THE RIDER

### 4.1 Spousal Continuation.

**4.1.1. If You Die During the Accumulation Period.** If You die during the Accumulation Period and Your spouse becomes the Annuitant of the Policy, all Rider benefits will be based on the successor Annuitant.

**4.1.2. If You Die During the Withdrawal Period – Single Life Option.** If You die during the Withdrawal Period and Your spouse becomes the Annuitant of the Policy and Guaranteed Withdrawal Payments are being calculated based on a Single Life Option, then in each Policy Year Your spouse may withdraw, without incurring Withdrawal Charges, an amount equal to the largest of:

- the Guaranteed Withdrawal Payment at the time of Your death; or
- the Free Withdrawal Amount; or
- the Required Minimum Distribution, determined as described earlier in this Rider (see 2.6. Withdrawals During the Withdrawal Period)

Your spouse may do so while and to the extent the Accumulation Value is positive. When the Accumulation Value becomes zero:

- We will pay the Policy Value, if it is positive, in a lump sum; and
- The Policy and this Rider will terminate.

**4.1.3. If You Die During the Withdrawal Period – Joint Life Option.** If You die during the Withdrawal Period and Your spouse becomes the Annuitant of the Policy and Guaranteed Withdrawal Payments are being calculated based on a Joint Life Option, then Your spouse may continue to withdraw the Guaranteed Withdrawal Payment each Policy Year. All adjustments to the Guaranteed Withdrawal Payment continue as defined in this Rider. Rider benefits and Rider Charges continue, and the Policy and Rider do not terminate until Your spouse dies.

**4.2 Contingent Annuitant.** If the Contingent Annuitant becomes the Annuitant, this Rider will continue as follows:

- if this Rider is in the Accumulation Period, all Rider benefits will be based on the successor Annuitant;
- if this Rider is in the Withdrawal Period, this Rider will terminate and no further charges will be made for it, and no further withdrawal benefits will be paid.

## PART 5: RIDER CHARGES

**5.1. Rider Charges.** We make charges for this Rider, called the Rider Charges, deducting them from the Accumulation Value and Policy Value. If, due to a Policy loan, there is not enough unimpaired Accumulation Value for Rider Charges to be deducted, this Rider will terminate (see Part 6).

Rider Charges are determined and deducted on each Policy anniversary.

**5.2. Determination.** The Rider Charge is determined separately for each Interest Account as (a) times (b), where:

- (a) is the Rider Charge Rate determined depending on whether the Rider is in the Accumulation Period or the Withdrawal Period, as follows:
  - during the Accumulation Period, is the Rider Charge Rate shown on the Rider Coverage Page 1 and varying by how long the Policy has been in force; or

- during the Withdrawal Period, is the Rider Charge Rate in effect at the beginning of the Withdrawal Period, continuing unchanged until this Rider terminates; and
- (b) is the value of the Interest Account on the applicable Policy anniversary, including any impaired value due to an unpaid Policy loan, if applicable, determined after any interest has been credited to the Interest Account and before any Partial Withdrawals or Policy loans are taken on that date.

**5.3. Allocation of Charges to the Accumulation Value.** If there are no unpaid Policy loans, the Rider Charge calculated for each Interest Account is deducted from the value of that Interest Account.

If there are unpaid Policy loans, the Rider Charges for all Interest Accounts for a given Policy anniversary are summed and then deducted from the Accumulation Value in the following manner:

- First, We will deduct the Rider Charges from the value, if any, in the Declared Interest Account.
- If there is insufficient value in the Declared Interest Account, We will deduct any remaining Rider Charges from the value of each Indexed Interest Account in proportion to its unimpaired value.

## PART 6: TERMINATION

**6.1 Automatic Termination.** This Rider will automatically terminate at the earliest of the following events:

**6.1.1.** the termination of this Policy under its provisions

*except if:*

this Rider is in the Withdrawal Period and the Policy would otherwise terminate as a result of the payment of the Required Minimum Distribution or the Guaranteed Withdrawal Payment,

*in which case:*

the Policy and Rider will remain in force and the withdrawal payments will continue, as provided in this Rider, until

- the death of the Annuitant, if there is no Joint Annuitant, or
- the latter death of the Annuitant and the Joint Annuitant,

at which time the Policy and Rider will both terminate; or

**6.1.2.** an Excess Withdrawal, including any applicable Withdrawal Charges, results in the Accumulation Value being zero; or

**6.1.3.** there does not exist sufficient unimpaired Accumulation Value in the Policy as a result of a Policy loan for deduction of the Rider Charges; or

**6.1.4.** any death benefits are paid upon Your death or the Annuitant's death.

**6.2 Cancellation.** You may cancel this Rider after completion of the Cancellation Period shown on the Rider Coverage Page 1 and measured from the Issue Date. You must notify Us in writing at least thirty (30) days prior to the Policy anniversary on which the termination is to take effect. If You do so, the Rider will terminate, and

- no future benefits will be payable under the Rider and
- no future Rider Charges will be made.

This Rider may not be reinstated subsequent to Your choice to cancel it.

## PART 7: GENERAL PROVISIONS

This Rider is part of the Policy to which it is attached. The Rider is subject to all terms, conditions, and provisions contained in the Policy. The provisions of this Rider apply in lieu of any Policy provision to the contrary.

The provisions of this Rider begin on the Policy's Issue Date.

This Rider has no cash value or loan value.

All terms not defined in this Rider refer to the terms as used in the Policy or other rider(s).

In all other respects, the Policy's provisions remain unchanged.

SIGNED FOR LIFE INSURANCE COMPANY OF THE SOUTHWEST

A handwritten signature in cursive script that reads "Jacquie Crawford". The signature is enclosed within a red rectangular box.

Secretary

SERFF Tracking Number: NALF-127152085 State: Arkansas  
Filing Company: Life Insurance Company of the Southwest State Tracking Number: 48662  
Company Tracking Number: 8969(0411)  
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
Product Name: GLIR  
Project Name/Number: GLIR/8969(0411)

## Supporting Document Schedules

**Item Status:** **Status Date:**

**Satisfied - Item:** Flesch Certification  
**Comments:**  
**Attachment:**  
8969 AR Read Cert.pdf

**Item Status:** **Status Date:**

**Satisfied - Item:** Application  
**Comments:**  
We will use previously approved application 7909, approved in Arkansas on April 30, 2001.

**Item Status:** **Status Date:**

**Satisfied - Item:** Statement of Variability  
**Comments:**  
**Attachment:**  
8969(0411) SOV Final.pdf

**Item Status:** **Status Date:**

**Satisfied - Item:** Certification of Compliance  
**Comments:**  
**Attachment:**  
8969 AR Certification of Compliance.pdf

**Item Status:** **Status Date:**

**Satisfied - Item:** EIA Certification  
**Comments:**  
**Attachment:**

*SERFF Tracking Number:* NALF-127152085      *State:* Arkansas  
*Filing Company:* Life Insurance Company of the Southwest      *State Tracking Number:* 48662  
*Company Tracking Number:* 8969(0411)  
*TOI:* A071 Individual Annuities - Special      *Sub-TOI:* A071.001 Equity Indexed  
*Product Name:* GLIR  
*Project Name/Number:* GLIR/8969(0411)  
**8969 AR EIA Certification.pdf**

**STATE OF ARKANSAS**  
**DEPARTMENT OF INSURANCE**  
**READABILITY CERTIFICATION**

Arkansas Rule ACA 23-80-206

**Company Name** Life Insurance Company of the Southwest    **NAIC #** 65528,

hereby certifies that the following form(s) achieve a Flesch reading ease test score of:

**FORM NUMBER**

**FLESCH SCORE**

8969(0411)

45

**Geoffrey Bird**

Digitally signed by Geoffrey Bird  
DN: cn=Geoffrey Bird, c=US, o=National Life Insurance  
Company, ou=Actuarial, email=gbird@nationallife.com  
Reason: I am the author of this document  
Date: 2011.05.03 13:27:25 -05'00'

\_\_\_\_\_  
Signature

Geoffrey Bird, FSA, MAAA, Vice President- Actuarial

May 3, 2011

\_\_\_\_\_  
Date

**Form No. 8969(0411) - Statement of Variability**  
**Variable data on 8969(0411) Rider Coverage Pages**

The Rider Coverage Page for a particular rider is set at issue, and the level of benefits is not subject to adjustment post-issue. In the application of the rates or methodology, there is no discrimination within any class of policies. The following data will vary by issue. Where ranges apply, possible values are listed as (min, max).

- Company website address, street address, and phone number – these items are subject to change
- Officer Title and Signature – the signature will be that of the officer of the company currently holding that title. In the event the title of the officer signing the form changes, the new title utilized will be the title of an officer of the company.
- Base Policy Number – the Policy Number to which the Rider is attached
- Initial Rollup Rate – (3.0%, 14.0%)
- Initial Rollup Rate Guarantee Period – (5, 20)
- Minimum Renewal Rollup Rate – (2.0%, 5.0%)
- Maximum Accumulation Years – (10, 30)
- Maximum Accumulation Age – (80, 90)
- First Income Calculation Base Adjustment Date – the (first, fifth) Policy anniversary
- Benefit Calculation Base Death Benefit Percentage – (60%, 90%)
- Rider Charge Rate and Policy anniversary when applicable
  - Prior to the (5<sup>th</sup>, 15<sup>th</sup>) Policy anniversary – (0.10%, 1.25%)
  - On or after the (5<sup>th</sup>, 15<sup>th</sup>) Policy anniversary – (0.10%, 1.25%)
- Waiting Period – (1 month, 5 years)
- Enhanced Benefit Waiting Period – (3 Years, 10 Years)
- Minimum Benefit Age – (60, 70)
- Annual Increase Percentage – (2.0%, 4.0%)
- Cancellation Period – (1, 99)
- Guaranteed Withdrawal Percentage Table – values shown are the midpoint of a range.
  - Minimum values are those shown minus 3.0%
  - Maximum values are those shown plus 3.0%

**Form No. 8969(0411) - Statement of Variability**  
**Variable data on 8969(0411) Rider Coverage Pages**

<b>Guaranteed Withdrawal Percentage Table</b>					
<b>Attained Age</b>	<b>Single Life</b>		<b>Joint Life</b>		<b>Enhanced Benefit</b>
	<b>Level</b>	<b>Increasing</b>	<b>Level</b>	<b>Increasing</b>	
[60]	[5.0%]	[4.0%]	[4.5%]	[3.5%]	[8.0%]
[61]	[5.1%]	[4.1%]	[4.6%]	[3.6%]	[8.1%]
[62]	[5.2%]	[4.2%]	[4.7%]	[3.7%]	[8.2%]
[63]	[5.3%]	[4.3%]	[4.8%]	[3.8%]	[8.3%]
[64]	[5.4%]	[4.4%]	[4.9%]	[3.9%]	[8.4%]
[65]	[5.5%]	[4.5%]	[5.0%]	[4.0%]	[8.5%]
[66]	[5.6%]	[4.6%]	[5.1%]	[4.1%]	[8.6%]
[67]	[5.7%]	[4.7%]	[5.2%]	[4.2%]	[8.7%]
[68]	[5.8%]	[4.8%]	[5.3%]	[4.3%]	[8.8%]
[69]	[5.9%]	[4.9%]	[5.4%]	[4.4%]	[8.9%]
[70]	[6.0%]	[5.0%]	[5.5%]	[4.5%]	[9.0%]
[71]	[6.1%]	[5.1%]	[5.6%]	[4.6%]	[9.1%]
[72]	[6.2%]	[5.2%]	[5.7%]	[4.7%]	[9.2%]
[73]	[6.3%]	[5.3%]	[5.8%]	[4.8%]	[9.3%]
[74]	[6.4%]	[5.4%]	[5.9%]	[4.9%]	[9.4%]
[75]	[6.5%]	[5.5%]	[6.0%]	[5.0%]	[9.5%]
[76]	[6.6%]	[5.6%]	[6.1%]	[5.1%]	[9.6%]
[77]	[6.7%]	[5.7%]	[6.2%]	[5.2%]	[9.7%]
[78]	[6.8%]	[5.8%]	[6.3%]	[5.3%]	[9.8%]
[79]	[6.9%]	[5.9%]	[6.4%]	[5.4%]	[9.9%]
[80]	[7.0%]	[6.0%]	[6.5%]	[5.5%]	[10.0%]
[81]	[7.1%]	[6.1%]	[6.6%]	[5.6%]	[10.1%]
[82]	[7.2%]	[6.2%]	[6.7%]	[5.7%]	[10.2%]
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[84]	[7.4%]	[6.4%]	[6.9%]	[5.9%]	[10.4%]
[85]	[7.5%]	[6.5%]	[7.0%]	[6.0%]	[10.5%]
[86]	[7.6%]	[6.6%]	[7.1%]	[6.1%]	[10.6%]
[87]	[7.7%]	[6.7%]	[7.2%]	[6.2%]	[10.7%]
[88]	[7.8%]	[6.8%]	[7.3%]	[6.3%]	[10.8%]
[89]	[7.9%]	[6.9%]	[7.4%]	[6.4%]	[10.9%]
[90+]	[8.0%]	[7.0%]	[7.5%]	[6.5%]	[11.0%]





**Arkansas Certification of Compliance with External Index Guidelines  
Form 8969(0411)**

1. I certify that Life Insurance Company of the Southwest has reviewed and evaluated the contract summary disclosure which will be used with the submitted policy form. I also certify that the contract summary is in no way deceptive, confusing or misleading and provides the information as provided in the External Index Contract Guidelines document.
2. I certify that Life Insurance Company of the Southwest will address external-indexed contracts separately in the annual (Section 8) actuarial opinion and memorandum addressing each year the amount and type of assets held and the level of reserves and how developed.
3. I certify that Life Insurance Company of the Southwest will establish and maintain a detailed file defining the system for hedging. Such file will include the results of regular analysis of the effectiveness of the system.

**Geoffrey Bird**

Digitally signed by Geoffrey Bird  
DN: cn=Geoffrey Bird, c=US, o=National Life Insurance Company,  
ou=Actuarial, email=gbird@nationallife.com  
Reason: I am the author of this document  
Date: 2011.05.03 13:27:10 -0500

\_\_\_\_\_  
Signature

Geoffrey Bird, FSA, MAAA, Vice President, Actuarial

May 3, 2011

Date

SERFF Tracking Number: NALF-127152085 State: Arkansas  
 Filing Company: Life Insurance Company of the Southwest State Tracking Number: 48662  
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 TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed  
 Product Name: GLIR  
 Project Name/Number: GLIR/8969(0411)

## Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
05/03/2011	Form	Guaranteed Lifetime Withdrawal Benefit Rider	05/13/2011	8969(0411) final.pdf (Superseded)

# GUARANTEED LIFETIME WITHDRAWAL BENEFIT RIDER

Life Insurance Company of the Southwest (LSW) [www.lifeofsouthwest.com]  
[1300 West Mockingbird Lane, Dallas, Texas 75247-4921] [Customer Service 1-800-579-2878]

---

This Rider provides You the right to elect withdrawals from the Policy to which the Rider is attached but with the guarantee that those payments will continue for the life of the Annuitant, even after the values of the Policy have been depleted. The Rider also may provide for a Death Benefit higher than that of the Policy. There are periodic charges for this Rider.

---

<b>Base Policy Number:</b>	[123456X]
<b>Initial Rollup Rate:</b>	[7.0%] per annum
<b>Initial Rollup Rate Guarantee Period:</b>	[10] Years
<b>Minimum Renewal Rollup Rate:</b>	[3.0%] per annum
<b>Maximum Accumulation Years:</b>	[20]
<b>Maximum Accumulation Age:</b>	[85]
<b>First Benefit Calculation Base Adjustment Date:</b>	[February 28, 2016]
<b>Benefit Calculation Base Death Benefit Percentage:</b>	[75%]
<b>Rider Charge Rate:</b>	
Prior to the [11th] Policy anniversary:	[0.85%]
On or after the [11th] Policy anniversary:	[0.85%]
<b>Waiting Period:</b>	[1 Year]
<b>Enhanced Benefit Waiting Period:</b>	[5 Years]
<b>Minimum Benefit Age:</b>	[60]
<b>Annual Increase Percentage:</b>	[3.0%]
<b>Cancellation Period:</b>	[5] Years

## Guaranteed Withdrawal Percentage Table

Attained Age	Single Life		Joint Life		Enhanced Benefit
	Level	Increasing	Level	Increasing	
[60]	[5.0%]	[4.0%]	[4.5%]	[3.5%]	[8.0%]
[61]	[5.1%]	[4.1%]	[4.6%]	[3.6%]	[8.1%]
[62]	[5.2%]	[4.2%]	[4.7%]	[3.7%]	[8.2%]
[63]	[5.3%]	[4.3%]	[4.8%]	[3.8%]	[8.3%]
[64]	[5.4%]	[4.4%]	[4.9%]	[3.9%]	[8.4%]
[65]	[5.5%]	[4.5%]	[5.0%]	[4.0%]	[8.5%]
[66]	[5.6%]	[4.6%]	[5.1%]	[4.1%]	[8.6%]
[67]	[5.7%]	[4.7%]	[5.2%]	[4.2%]	[8.7%]
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[75]	[6.5%]	[5.5%]	[6.0%]	[5.0%]	[9.5%]
[76]	[6.6%]	[5.6%]	[6.1%]	[5.1%]	[9.6%]
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[90+]	[8.0%]	[7.0%]	[7.5%]	[6.5%]	[11.0%]

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# PART I: SOME DEFINED TERMS AND MEASURES

**1.1. Attained Age.** A person's Attained Age on any date is that person's age as of his or her last birthday on that date.

**1.2. Annuitant.** "Annuitant" means the Annuitant as defined in the Policy.

**1.3. Joint Annuitant.** If You elect a Joint Life Option under this Rider, the Joint Annuitant is the Annuitant's married spouse (see 2.4.2.2 Joint Life Option).

**1.4. The Accumulation Period.** Prior to the date We make the first payment of a withdrawal benefit upon Your election of benefits under this Rider, the Rider is said to be in the Accumulation Period.

**1.5. The Withdrawal Period.** On and subsequent to the date We make the first payment of a withdrawal benefit upon Your election of benefits under this Rider, the Rider is said to be in the Withdrawal Period. Once the Withdrawal Period begins, the Rider may not re-enter the Accumulation Period. The Withdrawal Period ends when the Rider terminates.

**1.6. The Benefit Calculation Base.** The Benefit Calculation Base is a calculated amount used in the determination of benefits provided by this Rider. It is not a value to which You have direct access. The Benefit Calculation Base exists only during the Accumulation Period.

**1.6.1.** On the Issue Date, the Benefit Calculation Base is equal to the Accumulation Value plus any Bonus Accumulation Value, if applicable (not all policies have a Bonus Accumulation Value).

**1.6.2.** The Benefit Calculation Base will accumulate daily at the Rollup Rate.

- The Initial Rollup Rate is guaranteed for the Initial Rollup Rate Guarantee Period, measured from the Issue Date. The Initial Rollup Rate and the Initial Rollup Rate Guarantee Period are shown on the Rider Coverage Page 1.
- We will declare renewal Rollup Rates that will apply subsequent to the expiry of the Initial Rollup Rate Guarantee Period. Such renewal Rollup Rates will be guaranteed for a period starting on the date of expiry of any previously-declared Rollup Rate for one year. No Rollup Rate We declare will be less than the Minimum Renewal Rollup Rate shown on the Rider Coverage Page 1.
- If the Rider is still in the Accumulation Period either
  - at the end of the Maximum Accumulation Years, measured from the Issue Date; or
  - on a Policy anniversary when the Annuitant's Attained Age equals or exceeds the Maximum Accumulation Age, then all subsequent Rollup Rates for the remainder of the Accumulation Period will be zero regardless of whether the Initial Rollup Rate Guarantee Period has expired. The Maximum Accumulation Years and the Maximum Accumulation Age are shown on the Rider Coverage Page 1.
- During the Accumulation Period, on each Benefit Calculation Base Adjustment Date, We will calculate the Benefit Calculation Base Adjustment.
  - The First Benefit Calculation Base Adjustment Date is shown on the Rider Coverage Page 1.
  - Benefit Calculation Base Adjustment Dates, after the first, will be on five (5)-year anniversaries of the previous Benefit Calculation Base Adjustment Date while the Rider is in the Accumulation Period.

The Benefit Calculation Base Adjustment will be the amount, if any, by which the Accumulation Value exceeds the Benefit Calculation Base. If this amount is positive, then such amount will be credited to the Benefit Calculation Base on that Benefit Calculation Base Adjustment Date. The Accumulation Value used in this calculation is determined after interest, if any, has been credited and after Rider Charges and any Partial Withdrawals have been deducted.

- Any time a withdrawal is made from the Accumulation Value during the Accumulation Period, We will reduce the Benefit Calculation Base in the same proportion as the Accumulation Value is reduced.

**1.6.3.** The Benefit Calculation Base ceases to exist at the start of the Withdrawal Period.

# PART 2: GUARANTEED LIFETIME WITHDRAWAL BENEFITS

**2.1. General.** This section of the Rider details how, when, and the extent to which Rider withdrawal benefits are paid. We make all such benefit payments directly to You unless You direct Us otherwise.

## **2.2. The Guaranteed Withdrawal Payment and the Scheduled Withdrawal Payment.**

**2.2.1. Guaranteed Withdrawal Payment.** The Guaranteed Withdrawal Payment is the maximum annual Guaranteed Lifetime Withdrawal Benefit available.

**2.2.2. Scheduled Withdrawal Payment.** The Scheduled Withdrawal Payment is the annual amount You choose to have Us pay You as a Guaranteed Lifetime Withdrawal Benefit under this Rider. The Scheduled Withdrawal Payment may be all or any portion of the Guaranteed Withdrawal Payment. You may receive the Scheduled Withdrawal Payment in annual, semi-annual, quarterly, or monthly installments. The amount of the semi-annual, quarterly, or monthly installment is the Scheduled Withdrawal Payment divided by two (2), four (4), or twelve (12) respectively. Each installment of the Scheduled Withdrawal Payment must be at least equal to the lesser of \$100 or the Guaranteed Withdrawal Payment.

You may start, stop, or change the Scheduled Withdrawal Payment at any time during the Withdrawal Period. If You change the Scheduled Withdrawal Payment, it cannot be greater than the Guaranteed Withdrawal Payment for the applicable Policy Year.

**2.2.3. Excess Withdrawals.** An Excess Withdrawal is a withdrawal taken during the Withdrawal Period to the extent it and the sum of previous withdrawals in that Policy Year exceed the larger of the Guaranteed Withdrawal Payment for that Policy Year or the Required Minimum Distribution, the latter determined as described in this Rider (see 2.6. Withdrawals During the Withdrawal Period). Withdrawals taken in a Policy Year before the start of the Withdrawal Period will not be considered in the sum of previous withdrawals. If any portion of a withdrawal is an Excess Withdrawal, such Excess Withdrawal will reduce or may eliminate future Guaranteed Withdrawal Payments according to the provisions of this Rider (see 2.7. Impact of Excess Withdrawals). If the reduced Guaranteed Withdrawal Payment is less than the Scheduled Withdrawal Payment, then the Scheduled Withdrawal Payment will be set equal to the Guaranteed Withdrawal Payment.

**2.3. Start of Benefit Payments.** We will make the first Scheduled Withdrawal Payment after You make a request in writing for Us to do so, provided that, on the date of the first Scheduled Withdrawal Payment:

- the Waiting Period, shown on the Rider Coverage Page 1 and measured from the Issue Date, has expired; and
- the Annuitant's Attained Age (and the Joint Annuitant's Attained Age, if You choose the Joint Life Option) is at least as great as the Minimum Benefit Age shown on the Rider Coverage Page 1; and
- a withdrawal is permitted from the annuity under applicable law and regulations; and
- the Guaranteed Withdrawal Payment is at least \$100; and
- all Policy loans, if any, have been repaid.

You may not take any Policy loans after the Withdrawal Period begins.

Each Scheduled Withdrawal Payment and other withdrawals You request from the Policy will reduce the Accumulation Value and Policy Value, as defined in the Policy. If the Scheduled Withdrawal Payment results in the Accumulation Value being zero, then:

- We will pay the Guaranteed Withdrawal Payment until the death of the Annuitant if the terms of this Rider so provide;
- no additional increases to the Guaranteed Withdrawal Payment will occur; and
- all other riders attached to the Policy will terminate.

You have the right to withdraw any amount so provided by the Policy.

**2.4. The Standard Benefit.** The Guaranteed Withdrawal Payment is determined at the beginning of the Withdrawal Period and on each Policy anniversary thereafter. The maximum amount that can be withdrawn in the applicable Policy Year without any amount being treated as an Excess Withdrawal is the larger of

- the Guaranteed Withdrawal Payment for that Policy Year or
- the Required Minimum Distribution, the latter determined as described subsequently in this Rider (see 2.6. Withdrawals During the Withdrawal Period).

#### 2.4.1. Calculation of the Guaranteed Withdrawal Payment for the Standard Benefit.

**2.4.1.1.** The Guaranteed Withdrawal Payment **on the date the Withdrawal Period begins** equals (a) times [the greater of (b) or (c)], where:

- (a) is the Guaranteed Withdrawal Percentage, taken from the Guaranteed Withdrawal Percentage Table on the Rider Coverage Page 2, using the column for the chosen option, determined by Your choice for
  - a single-life payout or
  - a joint-life payout (see 2.4.2 Single Life versus Joint Life Options)and by Your choice for
  - a level payout or
  - an increasing payout (see 2.4.3 The Level Payout Option versus Increasing Payout Option);and using the row for the Annuitant's Attained Age (or the row for the Attained Age of the younger of the Annuitant and the Joint Annuitant if You choose the Joint Life Option);
- (b) is the Accumulation Value after any interest has been credited and after any Rider Charges have been deducted; and
- (c) is the Benefit Calculation Base.

**2.4.1.2.** The Guaranteed Withdrawal Payment **on each Policy anniversary after the Withdrawal Period begins** is the Guaranteed Withdrawal Payment for the Policy Year just ended, adjusted for the following:

- reduced for any Excess Withdrawals during the Policy Year just ended (see 2.7. Impact of Excess Withdrawals);
- increased by any Increase Adjustment (see 2.4.3.2 The Increasing Payout Option); and
- increased by any Step-Up Adjustment (see 2.9. Guaranteed Withdrawal Payment Step-Up).

#### 2.4.2. Single Life versus Joint Life Options.

**2.4.2.1. Single Life Option.** You may choose, at the beginning of the Withdrawal Period, to have the Guaranteed Withdrawal Payment based on the life of the Annuitant only. The Guaranteed Withdrawal Payment is guaranteed to be available until the death of the Annuitant. The percentage from the Guaranteed Withdrawal Percentage Table is taken from the column for the appropriate Single Life Option and is based on the Attained Age of the Annuitant.

**2.4.2.2. Joint Life Option.** You may choose, at the beginning of the Withdrawal Period, to have the Guaranteed Withdrawal Payment based on the lives of the Annuitant and the Joint Annuitant, provided one of the following is true:

- You are a natural person and either You or Your spouse is the Annuitant; or
- You are Joint Owners, You are married spouses, and one of You is the Annuitant; or
- The Owner of the Policy is a qualified retirement plan.

If You elect a Joint Life Option, the Beneficiary of the Policy shall be the Joint Annuitant for as long as both the Annuitant and Joint Annuitant are living. The Guaranteed Withdrawal Payment is guaranteed to be available until the death of the survivor of the Annuitant and the Joint Annuitant.

The percentage from the Guaranteed Withdrawal Percentage Table is taken from the column for the appropriate Joint Life Option and is based on the Attained Age of the younger of the Annuitant and the Joint Annuitant.

#### 2.4.3. The Level Payout Option versus the Increasing Payout Option.

**2.4.3.1. The Level Payout Option.** Payments with the Guaranteed Withdrawal Payment Level Option provide for a Guaranteed Withdrawal Payment that remains level, subject to adjustment for Excess Withdrawals (see 2.7. Impact of Excess Withdrawals). The Guaranteed Withdrawal Payment available with the Level Option starts at a higher amount than that available with the Increasing Option but is not subject to the annual increases that is the case for the Increasing Option.

**2.4.3.2. The Increasing Payout Option.** Payments with the Guaranteed Withdrawal Payment Increasing Option provide for a Guaranteed Withdrawal Payment that will increase, on Policy anniversaries, by an adjustment amount equal to the Increase Adjustment, provided that:

- the Rider has been in the Withdrawal Period for at least one year; and
- the Accumulation Value is greater than zero.

The Increase Adjustment equals (a) multiplied by (b), where

(a) is the Guaranteed Withdrawal Payment for the Policy Year just ended, reduced for any Excess Withdrawals during the Policy Year just ended; and

(b) is the Annual Increase Percentage, shown on the Rider Coverage Page 1.

We will increase the Scheduled Withdrawal Payment in the same proportion as the Guaranteed Withdrawal Payment is increased by any Increase Adjustment.

**2.5. The Enhanced Benefit.** If both the Annuitant and this Rider meet the Eligibility Requirements, You may elect the Enhanced Benefit (a) if the Policy is still in the Accumulation Period, in lieu of a Standard Benefit, or (b) if the Policy is in the Withdrawal Period and certain additional requirements are met.

**2.5.1. Approval Date.** The Approval Date for the Enhanced Benefit is the date We approve that all requirements have been met.

**2.5.2. Eligibility Requirements.**

**2.5.2.1. Rider Eligibility Requirements** include the following:

- The Rider must have been in force on the Approval Date for at least the Enhanced Benefit Waiting Period, shown on the Rider Coverage Page 1 and measured from the Issue Date;
- If this Rider is in the Withdrawal Period on the Approval Date, then the Guaranteed Withdrawal Payment must have been elected on the basis of the Single Life, Level Payout Option (if You elected the Guaranteed Withdrawal Payment on the Single Life, Increasing Payout Option or either Joint Life Option, the Enhanced Benefit is not available); and
- The Enhanced Benefit Amount is greater than the Guaranteed Withdrawal Payment adjusted for any Excess Withdrawals in the current Policy Year.

**2.5.2.2. Annuitant Eligibility Requirements** on the Approval Date include the following:

- The Annuitant must be a resident of the United States.
- The Annuitant's Attained Age must be at least as great as the Minimum Benefit Age, shown on the Rider Coverage Page 1.
- We must receive proof satisfactory to Us that the Annuitant is unable to perform, Without Substantial Assistance, at least two (2) of the six (6) Activities of Daily Living (ADLs). This inability to perform the ADLs must be due to a permanent loss of functional capacity. Should We choose to use an independent health care professional to assist Us in the assessment of whether the requirements of this item are met, the Annuitant must agree to cooperate in that assessment.

Activities of Daily Living are:

1. Bathing: washing oneself by sponge bath or in either a tub or shower, including the tasks of getting into or out of the shower;
2. Dressing: putting on and taking off all items of clothing and any required braces, fasteners, or artificial limbs;
3. Transferring: moving into and out of a bed, chair, or wheelchair;
4. Toileting: getting to and from the toilet, getting on and off the toilet, and performing related personal hygiene;
5. Continence: ability to maintain control of bowel and bladder function or, when not able to maintain control of bowel or bladder function, ability to perform related personal hygiene (including caring for catheter or colostomy bag); and
6. Eating: feeding oneself by getting food into the body from a receptacle (such as a cup, plate, or table) or by feeding tube or intravenously.

Without Substantial Assistance means:

- Without the physical assistance of another person, the Annuitant would be unable to perform the Activity of Daily Living or
- The presence of another person within arm's reach of the Annuitant is necessary to prevent, by physical intervention, injury to the Annuitant while the Annuitant performs the Activity of Daily Living.

**2.5.3. The Guaranteed Withdrawal Payment Under the Enhanced Benefit.**

**2.5.3.1. If the Approval Date is on or before the date the Withdrawal Period begins,** then the Guaranteed Withdrawal Payment will be the Enhanced Benefit Amount.

**2.5.3.2. If the Approval Date is after the date the Withdrawal Period begins and the Enhanced Benefit Amount is greater than the existing Guaranteed Withdrawal Payment on the Approval Date,** then the determination of the Guaranteed Withdrawal Payment depends on whether the Approval Date is a Policy anniversary or not.

- If the Approval Date is a Policy anniversary, then the Guaranteed Withdrawal Payment for that Policy Year will be increased to the Enhanced Benefit Amount, if larger.
- If the Approval Date is not a Policy anniversary, then the Guaranteed Withdrawal Payment for the current Policy Year will be increased by an amount equal to (a) times (b), where:

(a) is the difference between the Enhanced Benefit Amount and the Guaranteed Withdrawal Payment for the current Policy Year and

(b) is the whole number of months until the next Policy anniversary divided by 12.

On the Policy anniversary following the Approval Date:

- The Guaranteed Withdrawal Payment becomes the Enhanced Benefit Amount, adjusted for any Excess Withdrawals after the Approval Date.
- If the Scheduled Withdrawal Payment in effect at the end of the previous Policy Year had equaled the Guaranteed Withdrawal Payment, then We will increase the Scheduled Withdrawal Payment to equal the Guaranteed Withdrawal Payment so determined.
- If the Scheduled Withdrawal Payment in effect at the end of the previous Policy Year had been less than the Guaranteed Withdrawal Payment, then We will notify You of any increase to the Guaranteed Withdrawal Payment. We will increase the Scheduled Withdrawal Payment if You make a request in writing for Us to do so.

**2.5.3.3. If the Approval Date is after the date the Withdrawal Period begins and the Enhanced Benefit is not greater than the existing Guaranteed Withdrawal Payment on the Approval Date,** then the Rider Eligibility Requirements are not met and the Guaranteed Withdrawal Payment remains unchanged.

#### **2.5.4. The Enhanced Benefit Amount.**

**2.5.4.1. If the Approval Date is on or before the date the Withdrawal Period begins,** then the Enhanced Benefit Amount equals (a) times (b), where:

- (a) is the greater of the Accumulation Value or the Benefit Calculation Base on the date the Withdrawal Period begins; and
- (b) is the Guaranteed Withdrawal Percentage, taken from the Enhanced Benefit column of the Guaranteed Withdrawal Percentage Table on the Rider Coverage Page 2, and based on the Attained Age of the Annuitant on the date the Withdrawal Period begins.

**2.5.4.2. If the Approval Date is after the date the Withdrawal Period begins,** then the Enhanced Benefit Amount equals (c) times (d), where:

- (c) is the Accumulation Value on the Approval Date; and
- (d) is the Guaranteed Withdrawal Percentage, taken from the Enhanced Benefit column of the Guaranteed Withdrawal Percentage Table on the Rider Coverage Page 2, and based on the Attained Age of the Annuitant, on the Approval Date.

**2.6. Withdrawals During the Withdrawal Period.** During the Withdrawal Period, We first treat a withdrawal You request as being for a Guaranteed Withdrawal Payment. Any withdrawal that is treated as being for a Guaranteed Withdrawal Payment will not be subject to the limits on minimum Partial Withdrawals and on required minimum values remaining in the Policy after Partial Withdrawals that may be imposed by the Policy's Partial Withdrawals provision.

A Scheduled Withdrawal Payment is first made from the Declared Interest Account, to the extent there is sufficient value in the Declared Interest Account. Any insufficiency is then taken from the Indexed Interest Accounts in proportion to their values.

During each full Policy Year starting on or after the beginning of the Withdrawal Period, withdrawals are not subject to Withdrawal Charges to the extent their cumulative total during a Policy Year does not exceed the Maximum Free Withdrawal. The Maximum Free Withdrawal is the greatest of:

- the Guaranteed Withdrawal Payment for that Policy Year; or
- the Free Withdrawal Amount specified in the Policy for that Policy Year; or
- an amount equal to the Required Minimum Distribution for that Policy Year as defined below.

Withdrawals will be reduced by Withdrawal Charges when the sum of all withdrawals in a Policy Year, including Scheduled Withdrawal Payments, exceeds the Maximum Free Withdrawal.

If the Withdrawal Period begins on any date that is not a Policy anniversary, then all withdrawals in that Policy Year, including Scheduled Withdrawal Payments, are subject to Withdrawal Charges to the extent that they exceed the Free Withdrawal Amount.

The Accumulation Value and the Policy Value will be reduced by all withdrawals, whether Guaranteed Withdrawal Payment or otherwise.

If not specified in the Policy, the Required Minimum Distribution is defined as follows. A Required Minimum Distribution is determined:

- annually as of the end of the calendar year ending immediately prior to the beginning of the current Policy Year;
- in accordance with applicable tax law and regulations in effect at the time the Required Minimum Distribution is determined; and
- as if the Policy were the only annuity owned by the Owner.

If specified in the Policy, the definition of the Required Minimum Distribution is not changed by this Rider.

**2.7. Impact of Excess Withdrawals.** Each Excess Withdrawal in a Policy Year during the Withdrawal Period may be subject to Withdrawal Charges as defined in the Policy (see 2.6. Withdrawals During the Withdrawal Period). The Guaranteed Withdrawal Payment for subsequent Policy Years will be reduced by the ratio of each Excess Withdrawal (including any Withdrawal Charges) to the Accumulation Value immediately prior to such withdrawal.

**2.8. Automatic Transfers to the Declared Interest Account.** On each Policy anniversary during the Withdrawal Period, We will determine if the value of the Declared Interest Account is less than the Guaranteed Withdrawal Payment. We will do so:

- after interest is credited,
- after Rider Charges are deducted,
- after any requested transfers between and among Interest Accounts have been transferred,
- after any Partial Withdrawals have been made, and
- after the Guaranteed Withdrawal Payment for the Policy Year has been determined.

If, on such Policy anniversary, the value of the Declared Interest Account is less than the Guaranteed Withdrawal Payment then in effect, We will transfer amounts from the Indexed Interest Accounts to the Declared Interest Account in order to increase the value of the Declared Interest Account to the amount of the Guaranteed Withdrawal Payment. The amount transferred will be transferred from each Indexed Interest Account in proportion to its value. If the cumulative value of the Indexed Interest Accounts is insufficient to increase the Declared Interest Account to the amount of the Guaranteed Withdrawal Payment, the entire values of the Indexed Interest Accounts will be transferred to the Declared Interest Account.

**2.9. Guaranteed Withdrawal Payment Step-Up.** On each Policy anniversary during the Withdrawal Period, We will increase the Guaranteed Withdrawal Payment by the Step-Up Adjustment. The Step-Up Adjustment equals (a) multiplied by (b) minus (c), but not less than zero, where:

- (a) is the Accumulation Value on the Policy anniversary, after interest has been credited and Rider Charges have been deducted;
- (b) is the Guaranteed Withdrawal Percentage, taken from the appropriate column of the Guaranteed Withdrawal Percentage Table on the Rider Coverage Page 2, using the Annuitant's Attained Age on the Policy anniversary (or the Attained Age of the younger of the Annuitant and the Joint Annuitant as of the Policy anniversary); and
- (c) is the Guaranteed Withdrawal Payment after any Increase Adjustment and adjustments for Excess Withdrawals have been applied.

If the Scheduled Withdrawal Payment equals the Guaranteed Withdrawal Payment, then We will increase the Scheduled Withdrawal Payment by the amount of any Step-Up Adjustment.

If the Scheduled Withdrawal Payment is less than the Guaranteed Withdrawal Payment, then We will notify You of any increase to the Guaranteed Withdrawal Payment. We will increase the Scheduled Withdrawal Payment if You make a request in writing for Us to do so.

## PART 3: DEATH BENEFITS

**3.1 Standard Provision.** If You die during the Accumulation Period, the Death Benefit of the Policy will be the greater of:

- the Death Benefit(s) as defined in the Policy and any other rider(s) attached to the Policy; or
- the Benefit Calculation Base as of the date of Your death multiplied by the Benefit Calculation Base Death Benefit Percentage, shown on the Rider Coverage Page 1.

**3.2 Optional Provision.** If You die during the Accumulation Period, the Beneficiary may elect to receive—in lieu of any other Death Benefit(s) provided by the Policy, this Rider, and any other riders attached to the Policy—equal periodic payments, paid each modal period for five (5) years, beginning one mode from the date of Your death and in all events We 8969(0411)

will make all such payments before the expiration of the five-year period from the date of Your death. The amount of each such payment is

- the Benefit Calculation Base at the time of Your death
- divided by
- the total number of modal payments.

The modes available from which the Beneficiary may choose are:

- Annual — the total number of modal payments is five (5);
- Quarterly — the total number of modal payments is twenty (20); and
- Monthly — the total number of modal payments is sixty (60).

## PART 4: ROLES IN THE RIDER

### 4.1 Spousal Continuation.

**4.1.1. If You Die During the Accumulation Period.** If You die during the Accumulation Period and Your spouse becomes the Annuitant of the Policy, all Rider benefits will be based on the successor Annuitant.

**4.1.2. If You Die During the Withdrawal Period – Single Life Option.** If You die during the Withdrawal Period and Your spouse becomes the Annuitant of the Policy and Guaranteed Withdrawal Payments are being calculated based on a Single Life Option, then in each Policy Year Your spouse may withdraw, without incurring Withdrawal Charges, an amount equal to the largest of:

- the Guaranteed Withdrawal Payment at the time of Your death; or
- the Free Withdrawal Amount; or
- the Required Minimum Distribution, determined as described earlier in this Rider (see 2.6. Withdrawals During the Withdrawal Period)

Your spouse may do so while and to the extent the Accumulation Value is positive. When the Accumulation Value becomes zero:

- We will pay the Policy Value, if it is positive, in a lump sum; and
- The Policy and this Rider will terminate.

**4.1.3. If You Die During the Withdrawal Period – Joint Life Option.** If You die during the Withdrawal Period and Your spouse becomes the Annuitant of the Policy and Guaranteed Withdrawal Payments are being calculated based on a Joint Life Option, then Your spouse may continue to withdraw the Guaranteed Withdrawal Payment each Policy Year. All adjustments to the Guaranteed Withdrawal Payment continue as defined in this Rider. Rider benefits and Rider Charges continue, and the Policy and Rider do not terminate until Your spouse dies.

**4.2 Contingent Annuitant.** If the Contingent Annuitant becomes the Annuitant, this Rider will continue as follows:

- if this Rider is in the Accumulation Period, all Rider benefits will be based on the successor Annuitant;
- if this Rider is in the Withdrawal Period, this Rider will terminate and no further charges will be made for it, and no further withdrawal benefits will be paid.

## PART 5: RIDER CHARGES

**5.1. Rider Charges.** We make charges for this Rider, called the Rider Charges, deducting them from the Accumulation Value and Policy Value. If, due to a Policy loan, there is not enough unimpaired Accumulation Value for Rider Charges to be deducted, this Rider will terminate (see Part 6).

Rider Charges are determined and deducted on each Policy anniversary.

**5.2. Determination.** The Rider Charge is determined separately for each Interest Account as (a) times (b), where:

- (a) is the Rider Charge Rate determined depending on whether the Rider is in the Accumulation Period or the Withdrawal Period, as follows:
  - during the Accumulation Period, is the Rider Charge Rate shown on the Rider Coverage Page 1 and varying by how long the Policy has been in force; or

- during the Withdrawal Period, is the Rider Charge Rate in effect at the beginning of the Withdrawal Period, continuing unchanged until this Rider terminates; and
- (b) is the value of the Interest Account on the applicable Policy anniversary, including any impaired value due to an unpaid Policy loan, if applicable, determined after any interest has been credited to the Interest Account and before any Partial Withdrawals or Policy loans are taken on that date.

**5.3. Allocation of Charges to the Accumulation Value.** If there are no unpaid Policy loans, the Rider Charge calculated for each Interest Account is deducted from the value of that Interest Account.

If there are unpaid Policy loans, the Rider Charges for all Interest Accounts for a given Policy anniversary are summed and then deducted from the Accumulation Value in the following manner:

- First, We will deduct the Rider Charges from the value, if any, in the Declared Interest Account.
- If there is insufficient value in the Declared Interest Account, We will deduct any remaining Rider Charges from the value of each Indexed Interest Account in proportion to its unimpaired value.

## PART 6: TERMINATION

**6.1 Automatic Termination.** This Rider will automatically terminate at the earliest of the following events:

**6.1.1.** the termination of this Policy under its provisions

*except if:*

this Rider is in the Withdrawal Period and the Policy would otherwise terminate as a result of the payment of the Required Minimum Distribution or the Guaranteed Withdrawal Payment,

*in which case:*

the Policy and Rider will remain in force and the withdrawal payments will continue, as provided in this Rider, until

- the death of the Annuitant, if there is no Joint Annuitant, or
- the latter death of the Annuitant and the Joint Annuitant,

at which time the Policy and Rider will both terminate; or

**6.1.2.** an Excess Withdrawal, including any applicable Withdrawal Charges, results in the Accumulation Value being zero; or

**6.1.3.** there does not exist sufficient unimpaired Accumulation Value in the Policy as a result of a Policy loan for deduction of the Rider Charges; or

**6.1.4.** any benefits are paid upon Your death.

**6.2 Cancellation.** You may cancel this Rider after completion of the Cancellation Period shown on the Rider Coverage Page 1 and measured from the Issue Date. You must notify Us in writing at least thirty (30) days prior to the Policy anniversary on which the termination is to take effect. If You do so, the Rider will terminate, and

- no future benefits will be payable under the Rider and
- no future Rider Charges will be made.

This Rider may not be reinstated subsequent to Your choice to cancel it.

## PART 7: GENERAL PROVISIONS

This Rider is part of the Policy to which it is attached. The Rider is subject to all terms, conditions, and provisions contained in the Policy. The provisions of this Rider apply in lieu of any Policy provision to the contrary.

The provisions of this Rider begin on the Policy's Issue Date.

This Rider has no cash value or loan value.

All terms not defined in this Rider refer to the terms as used in the Policy or other rider(s).

In all other respects, the Policy's provisions remain unchanged.

SIGNED FOR LIFE INSURANCE COMPANY OF THE SOUTHWEST

A handwritten signature in cursive script, reading "Jacquie Crawford", enclosed within a red rectangular box.

Secretary