

SERFF Tracking Number: NALF-127169141 State: Arkansas  
 Filing Company: Life Insurance Company of the Southwest State Tracking Number: 48774  
 Company Tracking Number: 8965(0411)  
 TOI: A10 Annuities - Other Sub-TOI: A10.000 Annuities - Other  
 Product Name: SecurePlus 10 Marquee-Data Pages  
 Project Name/Number: SecurePlus 10 Marquee-Data Pages/

## Filing at a Glance

Company: Life Insurance Company of the Southwest

Product Name: SecurePlus 10 Marquee-Data SERFF Tr Num: NALF-127169141 State: Arkansas

Pages

TOI: A10 Annuities - Other

SERFF Status: Closed-Accepted State Tr Num: 48774

For Informational Purposes

Sub-TOI: A10.000 Annuities - Other

Co Tr Num: 8965(0411)

State Status: Filed-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Junan Boldrey, Dionne Wills

Disposition Date: 05/17/2011

Date Submitted: 05/13/2011

Disposition Status: Accepted For Informational Purposes

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: SecurePlus 10 Marquee-Data Pages

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Informational

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

State Status Changed: 05/17/2011

Deemer Date:

Created By: Dionne Wills

Submitted By: Dionne Wills

Corresponding Filing Tracking Number:

Filing Description:

During an administrative audit of this product filing a clerical error was discovered regarding the Data Pages. The minimum rates for the Indexed Interest Accounts were incorrectly shown as applying for all years after the first policy year. The clerical error is only on the Data Pages.

The correct minimum rates include two sets: one for the first ten policy years and one for policy years after the tenth policy year. The minimum rates for the first ten policy years are variable and are bracketed. The Actuarial Memorandum and Statement of Variability state this information correctly.

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We have attached a policy form with revised Data Pages under Form Schedule. No changes were made to the policy form. Only the Data Pages were revised.

## 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	05/13/2011	47573171

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Accepted For Informational Purposes	Linda Bird	05/17/2011	05/17/2011

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## Disposition

Disposition Date: 05/17/2011

Implementation Date:

Status: Accepted For Informational Purposes

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Form	Single Premium Indexed and Declared Interest Deferred Annuity Policy		Yes

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## Form Schedule

**Lead Form Number: 8965(0411)**

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	8965(0411)	Policy/Cont Single Premium ract/Fratern Indexed and al Declared Interest Certificate Deferred Annuity Policy	Initial		48.700	8965(0411).pdf

**LSW****LIFE INSURANCE COMPANY OF THE SOUTHWEST**Mailing Address: PO Box 569080 • Dallas, TX 75356-9080  
Street Address: 1300 West Mockingbird Lane • Dallas, TX 75247-4921www.lifeofsouthwest.com  
Customer Service: 800-579-2878

## YOUR SINGLE PREMIUM INDEXED AND DECLARED INTEREST DEFERRED ANNUITY POLICY

**Policy Number:** 123456X**Annuitant:** John Doe**Owner:** John Doe**Issue Date:** April 14, 2011**Annuity Date:** April 14, 2075**Issue Age:** 35

### Annuity Benefits

We will pay an annuity income beginning on the Annuity Date if the Annuitant and Owner and, if named, Joint Owner are then living, subject to the terms of this Policy.

### Death Benefits

We will pay a Death Benefit to the Beneficiary when We receive due proof of the death of the Owner, Joint Owner, or the Annuitant occurring before the Annuity Date, subject to the terms of this Policy.

### Right to Examine this Policy

This Policy may be returned within thirty days after it is received. Return it to Our Home Office or to the agent through whom it was purchased. We will cancel the Policy and return any premium paid.

### Request for Information

Upon written request from You, We will provide, within a reasonable time, factual information regarding the benefits and provisions of this Policy.

### Important Notice

While future values for this Policy are guaranteed to be linked to a stock market index if You so choose, the Policy does not directly participate in any stock or equity investments.

This Policy is signed for Life Insurance Company of the Southwest, Dallas, Texas, by

*Secretary**President*

This Policy is a legal contract between You and the Company. **Please read it carefully.** We want You to understand the coverage it provides.

**Single Premium Indexed and Declared Interest Deferred Annuity Policy.** Benefits are calculated based on the movement of an index or stipulated interest rates. Minimum underlying values. Income payments start on the Annuity Date. Death Benefit payable before the Annuity Date. Nonparticipating.

## DATA PAGES

**Policy Number:** [123456X]

**Issue Date:** [April 14, 2011]

**Annuitant:** [John Doe]

**Annuity Date:** [April 14, 2075]

**Owner:** [John Doe]

**Issue Age:** [35]

### Coverage

Single Premium Indexed and Declared Interest Deferred Annuity Policy

### Single Premium

[\$10,000.00]

### Withdrawal Charge Percentages

<b>Policy Year</b>	1	2	3	4	5	6	7	8	9	10	11+
<b>Percentage %</b>	10	9	8	7	6	5	4	3	2	1	0

## Policy Value Interest Rate

The interest rate credited to the Policy Value is [1.00%].

## Interest Accounts

### Declared Interest Account

The guaranteed Declared Rate for the first Policy Year is [3.50%]. The minimum Declared Rate for subsequent Policy Years is [1.00%].

### Indexed Interest Accounts

**Index:** Standard & Poor's 500®

**Initial Index Value:** [1,234.56]

#### **Ending Index Rate Option 1**

Guaranteed rates for the first Policy Year

Minimum rates for the first ten Policy Years

<b>Index Rate</b>	<b>Cap</b>	<b>Floor</b>
[100.00%]	[5.90%]	0.00%
[10.00%]	[1.00%]	0.00%

#### **Ending Index Rate Option 2**

Guaranteed rates for the first Policy Year

Minimum rates for the first ten Policy Years

<b>Index Rate</b>	<b>Cap</b>	<b>Floor</b>
[50.00%]	[6.70%]	0.00%
[10.00%]	[1.00%]	0.00%

#### **Average Index**

Guaranteed rates for the first Policy Year

Minimum rates for the first ten Policy Years

<b>Index Rate</b>	<b>Cap</b>	<b>Floor</b>
[45.00%]	[No Cap]	0.00%
[10.00%]	[1.00%]	0.00%

**Index:** [Russell 2000®]

**Initial Index Value:** [789.10]

#### **Ending Index Rate Option 1**

Guaranteed rates for the first Policy Year

Minimum rates for the first ten Policy Years

<b>Index Rate</b>	<b>Cap</b>	<b>Floor</b>
[100.00%]	[5.85%]	0.00%
[10.00%]	[1.00%]	0.00%

#### **Ending Index Rate Option 2**

Guaranteed rates for the first Policy Year

Minimum rates for the first ten Policy Years

<b>Index Rate</b>	<b>Cap</b>	<b>Floor</b>
[50.00%]	[6.70%]	0.00%
[10.00%]	[1.00%]	0.00%

For each Indexed Interest Account, the minimum Index Rate, Cap, and Floor after the tenth Policy Year are 10.00%, 1.00%, and 0.00%, respectively.

The Company declares Declared Rates, Index Rates, Caps, and Floors in advance of each Policy anniversary. Once declared, such rates are guaranteed for the subsequent Policy Year. Rates will not be less than the guaranteed minimums shown above. The Declared Rates, Index Rates, Caps, and Floors do not affect the computation of the Policy Value. See *Rate Declaration* in Part 4.

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Any riders and Endorsements and a copy of the application, follow page 18

In this Policy, the words **We, Us, Our** and **The Company** mean Life Insurance Company of the Southwest. **You** and **Your** mean the Owner of the Policy.

## PART I: OWNERSHIP OF THE POLICY

### **Owner**

The Owner on the Issue Date of this Policy is named in the application. If the Owner is not designated in the application, the Annuitant is the Owner.

### **Joint Owner**

A Joint Owner may be named in the application on the Issue Date of this Policy. If a Joint Owner is named, You and Your shall refer to both the Owner and the Joint Owner together.

### **Rights of Owner**

You may exercise all rights and privileges under this Policy, while the Annuitant is living, prior to the Annuity Date. Use of these rights may be subject to the consent of any assignee or irrevocable Beneficiary.

### **Transfer of Ownership**

Subject to the limitations described below, You may transfer ownership of this Policy. We will not be responsible for any payment We make or other action We take before a copy of the written request for transfer of ownership is received at Our Home Office. We are not responsible for the validity of the transfer. We may require the Policy to record the transfer.

Under certain provisions of the Internal Revenue Code, ownership and assignment of annuity policies are restricted. If this annuity is issued to qualify under such a provision, this will be specified in the application. We will restrict ownership and assignment of this Policy so that it will comply with the provisions of the Internal Revenue Code or any successor statute.

### **Assignment**

Subject to the limitations described in the Transfer of Ownership provision, this Policy may be assigned. We will not be responsible for any payment We make or any other action We take before a written copy of the assignment is received at Our Home Office. We are not responsible for the validity of the assignment.

## PART 2: THE ANNUITANT

### **Annuitant**

The Annuitant is named in the application and on the Data Page(s) of this Policy. The Annuitant may not be changed after this Policy is issued, except as otherwise provided in this Policy. If the Annuitant is living on the Annuity Date while this Policy is in force, We will pay an annuity income as provided in Payment of Benefits, Part 5.

### **Contingent Annuitant**

If the Owner and the Joint Owner, if one has been named, are both natural persons, and neither the Owner nor the Joint Owner is the Annuitant, You may name a Contingent Annuitant by written request. The written request must be signed while the Annuitant is living and prior to the Annuity Date. The designation of a Contingent Annuitant takes effect on the date We approve it and is subject to any action We take before receiving the request. Any designation of a Contingent Annuitant expires on the Annuity Date.

If the Annuitant dies prior to the Annuity Date while this Policy is in force and while the Contingent Annuitant is alive:

- The Death Benefit will not be payable;
- The Contingent Annuitant becomes the Annuitant for purposes of this Policy; and
- All other rights and benefits provided by this Policy will continue in effect.

Under certain provisions of the Internal Revenue Code, You are not permitted to name a Contingent Annuitant. If this annuity is issued to qualify under such a provision in the Internal Revenue Code, the Contingent Annuitant provision will not apply.

## PART 3: BENEFICIARY PROVISIONS

### **Beneficiary**

The Beneficiary on the Issue Date of this Policy is named in the application. The primary Beneficiary will receive any Death Benefit payable under this Policy. A contingent Beneficiary may be named to receive the Death Benefit if the primary Beneficiary is not living at the time the Death Benefit is payable. If no named Beneficiary is living at the time the Death Benefit is payable, it will be paid to Your estate.

You may name more than one primary Beneficiary and more than one contingent Beneficiary. If more than one Beneficiary is to receive the Death Benefit, it will be paid in equal shares unless You specify otherwise in writing.

If a Joint Owner is named under the Policy, on the death of either the Owner or Joint Owner, the surviving owner will be the sole Beneficiary.

### **Minors**

If a Beneficiary is a minor, We will make payment to the minor's court appointed guardian. If there is no court appointed guardian, We will hold the Death Benefit at interest until the minor reaches the age of majority as defined by the state where this Policy was issued. We may require proof of age of any Beneficiary.

### **Change of Beneficiary**

You may change the Beneficiary at any time during the Annuitant's life. You must make a written request to Our Home Office in a form acceptable to Us. We may require the Policy to record the change. The request will take effect when signed by the Owner and irrevocable Beneficiary, if applicable, subject to any action We take before receiving it.

## PART 4: POLICY DATES AND VALUES

### **Issue Date**

The Issue Date of this Policy is shown on the Data Page(s). It is the date that Your Policy takes effect.

### **Policy Years**

Policy Years are yearly periods which start on the Issue Date and on the same month and day of each year thereafter.

### **Annuity Date**

Annuity income payments begin on the Annuity Date shown on the Data Page(s) if the Annuitant is living.

### **Net Single Premium**

The Net Single Premium is the Single Premium, shown on the Data Page(s) of this Policy, minus any applicable State Tax (see State Taxes, Part 6).

### **Total Withdrawal**

You may withdraw all of the Cash Value of this Policy at any time at or before the commencement of any annuity income payments. This is termed a Total Withdrawal. If You withdraw all of the Cash Value of this Policy, this Policy will terminate.

## **Partial Withdrawals**

You may withdraw value from this Policy at any time prior to the Annuity Date. This is termed a Partial Withdrawal.

Partial Withdrawals impact the Policy Value, the Accumulation Value, and thus the Cash Value.

You may designate the Interest Account(s) from which to deduct a Partial Withdrawal. If You make no such election, the Partial Withdrawal will be deducted from each Interest Account in proportion to its value.

Partial Withdrawals are subject to the following limits:

- each Partial Withdrawal must be at least \$500; and
- a Partial Withdrawal may not reduce the Accumulation Value to less than \$5,000.

Please note that the order of withdrawal, whether interest or principal, may not be identical to the order of withdrawal of earnings or premium as regarded by the Internal Revenue Service.

## **Cash Value**

The Cash Value of this Policy is the greater of:

- the Accumulation Value less applicable Withdrawal Charges; or
- the Policy Value,

less an amount equal to any State Tax assessed at time of (a) withdrawal, (b) use of the Cash Value to provide an income, or (c) any other use of the Cash Value (see State Taxes, Part 6).

We reserve the right to defer the payment of the Cash Value for a period not to exceed six (6) months after making written request and receiving written approval of the commissioner of insurance of the state in which this Policy is issued. If We exercise the right to defer the payment of the Cash Value and if required by state law, We will pay interest according to the laws of the state in which this Policy is issued.

You may withdraw all of the value of this Policy to provide a periodic income from Us. If You do so before the end of the fifth Policy Year, We will determine the annuity payments using the Cash Value. If You do so on or after the end of the fifth Policy Year, We will determine the annuity payments by applying the greater of:

- the Accumulation Value; or
- the Policy Value,

less an amount equal to any State Tax assessed at time of such withdrawal (see State Taxes, Part 6).

## **Policy Value**

The Policy Value at any time is equal to:

- 100% of the Single Premium;
- minus 12.5% of the Single Premium for expenses and guarantees;
- minus any amounts withdrawn or amounts applied to provide an income (excluding any applicable Withdrawal Charges);
- plus or minus, as applicable, interest on the above items credited at the Policy Value Interest Rate shown on the Data Page(s).

## **Accumulation Value**

The Accumulation Value at any time equals the sum of the values of the Interest Accounts.

## Withdrawal Charges

If You request a Total or Partial Withdrawal, We will deduct a Withdrawal Charge from the amount withdrawn. If the amount withdrawn during a Policy Year is less than or equal to the Free Withdrawal Amount, or the Withdrawal Charge Percentage is zero, then the Withdrawal Charge is zero. The Withdrawal Charge on any additional amount withdrawn in excess of the Free Withdrawal Amount equals (a) times (b), where:

- (a) is the additional amount withdrawn; and
- (b) is the Withdrawal Charge Percentage for the Policy Year in which the withdrawal occurs.

## Withdrawal Charge Percentage

The Withdrawal Charge Percentage is shown on the Data Page(s).

## Free Withdrawal Amount

In the first Policy Year, the Free Withdrawal Amount is zero.

In Policy Years two and later, the Free Withdrawal Amount equals the greater of the Required Minimum Distribution or ten percent of the Accumulation Value at the time of the first withdrawal, either Partial Withdrawal or Total Withdrawal, in that Policy Year. If the first withdrawal in a Policy Year exceeds the Free Withdrawal Amount, We will assess Withdrawal Charges as defined above; and, if the Policy remains in force, the Free Withdrawal Amount for the remainder of the Policy Year is zero. If the first Partial Withdrawal is less than or equal to the Free Withdrawal Amount, We will assess no Withdrawal Charges; and the Free Withdrawal Amount is reduced by the amount withdrawn. Any withdrawal after the first Partial Withdrawal in a Policy Year is then treated in the same manner as the first Partial Withdrawal, measured against any remaining Free Withdrawal Amount at the time of the withdrawal.

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

## Interest Accounts

We make two interest crediting methods available for the Interest Accounts under this Policy: crediting of interest based on an interest rate declared in advance and crediting of interest based on the change in an Index. The Interest Account for which an interest rate is declared in advance is called the Declared Interest Account. Interest Accounts based on the change in an Index are called Indexed Interest Accounts. The Net Single Premium is allocated among the Interest Accounts according to Your instructions. Your instructions are recorded in Your application, which is attached to and made part of this Policy.

## Declared Interest Account

The value of the Declared Interest Account at any time is equal to:

- the amount of the Net Single Premium allocated to the Declared Interest Account;
- plus all transfers to the Declared Interest Account;
- plus all Declared Interest credited to the Declared Interest Account;
- minus all transfers from the Declared Interest Account;
- minus all amounts withdrawn or amounts applied to provide an income from the Declared Interest Account (including any Withdrawal Charges).

## Declared Interest

We credit Declared Interest to the Declared Interest Account daily at an interest rate equivalent to the Declared Rate, which is an annual effective rate.

## Declared Rate

We will determine the Declared Rate for the Declared Interest Account in advance of each Policy anniversary as described below under *Rate Declaration*. The value of the Declared Rate for the first Policy Year is shown on the Data Page(s).

## **Indexed Interest Accounts**

The value of an Indexed Interest Account at any time is equal to:

- the amount of the Net Single Premium allocated to the Indexed Interest Account;
- plus all transfers to the Indexed Interest Account;
- plus all Indexed Interest credited to the Indexed Interest Account;
- minus all transfers from the Indexed Interest Account;
- minus all amounts withdrawn or amounts applied to provide an income for the Indexed Interest Account (including any Withdrawal Charges).

The rate at which an Indexed Interest Account grows depends on:

- its Index;
- its Index Method;
- its Cap;
- its Floor; and
- its Index Rate.

## **Indexed Interest**

The Indexed Interest for an Indexed Interest Account equals the Indexed Interest Account's value times the Index Increase Percentage Factor. We will calculate the Indexed Interest for each Indexed Interest Account on the Policy anniversary. If the Indexed Interest is greater than zero, We will credit it to the Indexed Interest Account on the Policy anniversary.

## **Indices**

The Indices for this Policy at issue are shown on the Data Page(s). Each of the Indices for the Policy is guaranteed to apply while the Policy is in force except as is defined below.

The value for a given day of an Index whose value is quoted continuously throughout that day in the United States is the value quoted by the provider of the Index at the close of activity for that day in the United States. The value for a given day of any other Index is the value quoted by the provider of the Index at the most recent close of activity for a day as of 5 p.m. in Dallas, Texas. If there is no activity in an Index for a day, no value will be used for that day.

If publication of the Index is discontinued or the calculation of the Index is changed substantially, We may substitute a suitable index. If required by the insurance department in the state where this Policy was issued, We will obtain the department's approval before a substitute index is used, and We will notify You and any assignee of the substitution.

## **Index Methods**

There are two Index Methods used in this Policy: Ending Index and Average Index.

## **Index Increase Percentage Factor**

The Index Increase Percentage Factor for an Indexed Interest Account will never be less than the Floor or more than the Cap declared at the start of that Policy Year for that Indexed Interest Account. Within those bounds, the Index Increase Percentage Factor equals the Index Rate for the Indexed Interest Account declared at the start of that Policy Year multiplied by the Index Change.

## **Index Change**

The Index Change for an Indexed Interest Account is ((a) divided by (b)), less one, where:

- for Indexed Interest Accounts that use the Index Method Ending Index, (a) is the posted Index Value on the current Policy anniversary, or if there is no Index Value for the current Policy anniversary, the Index Value for the most recent day preceding that date for which there is an Index Value; or  
  
for the Indexed Interest Account that uses the Index Method Average Index, (a) is the arithmetic average of every Index Value posted after the previous Policy anniversary until the current Policy anniversary; and
- (b) is the posted Index Value on the previous Policy anniversary or, if there is no Index Value for the previous Policy anniversary, the Index Value for the most recent day preceding that date for which there is an Index Value.

## **Cap**

The Cap is the maximum percentage per Policy Year by which an Indexed Interest Account will be increased. We will declare Caps for the Indexed Interest Accounts in advance of each Policy anniversary as described below under Rate Declaration. The values of the Caps for the first Policy Year are shown on the Data Page(s).

## **Floor**

The Floor is the minimum percentage per Policy Year by which an Indexed Interest Account will be increased. We will declare Floors for the Indexed Interest Accounts in advance of each Policy anniversary as described below under Rate Declaration. The values of the Floors for the first Policy Year are shown on the Data Page(s).

## **Index Rate**

The Index Rate is a percentage used to calculate the Index Increase Percentage Factor for an Indexed Interest Account. We will declare Index Rates for the Indexed Interest Accounts in advance of each Policy anniversary as described below under Rate Declaration. The values of the Index Rates for the first Policy Year are shown on the Data Page(s).

## **Rate Declaration**

For the Declared Interest Account, We declare interest rates in advance of each Policy anniversary. The rate We so declare each year is guaranteed to remain in effect for the entire Policy Year.

For the Indexed Interest Accounts, We declared the Index Rates, Caps, and Floors in advance of each Policy anniversary. The Index Rates, Caps, and Floors We declare are likely to differ for each Indexed Interest Account.

We will set initial and/or renewal Declared Rates, Index Rates, Caps, and Floors depending on historical and then current interest rates and other relevant factors. The minimum Declared Rate, Index Rates, Caps, and Floors are shown on the Data Page(s).

## **Interest Account Value Transfers**

You may request that We transfer amounts between or among Interest Accounts. Amounts may be transferred only on the Policy anniversary. The Declared Rates, the Index Rates, the Caps, and/or the Floors applicable to amounts subsequent to transfer will be the same rate(s) that would be applied to these amounts had the amounts been in the Interest Accounts to which they are being transferred from the Issue Date. You must notify Us requesting the transfer at least fifteen (15) days in advance of the Policy anniversary.

# PART 5: PAYMENT OF BENEFITS

## Death Benefits

While this Policy is in force and prior to the Annuity Date, We will pay a Death Benefit at the earlier of:

- the death of the Owner; or
- the death of the Joint Owner; or
- if neither the Owner nor the Joint Owner is the Annuitant, the death of the Annuitant, unless a validly designated Contingent Annuitant is living.

If the Annuitant dies, the Death Benefit will be the greater of:

- the Policy Value as of the date of death; or
- the Accumulation Value as of the date of death.

The Death Benefit will be the Cash Value as of the date of death if the Owner dies and the Owner is not the Annuitant. The Death Benefit will be the Cash Value as of the date of death if the Joint Owner dies and the Joint Owner is not the Annuitant. Payment will be made to the Beneficiary upon receipt of due proof of death. You may specify how the Death Benefit is to be paid, subject to the limits imposed by Section 72(s) of the Internal Revenue Code. If You do not specify how the Death Benefit is to be paid, the payment will be in a single sum unless the Beneficiary elects otherwise. In any event, the Death Benefit will be paid within five years of the date of death, unless one of the following exceptions applies.

### ***Death of the Owner or Joint Owner***

If the Owner or the Joint Owner dies and the Beneficiary is the surviving spouse of the decedent, the Beneficiary may elect to be treated as the successor Owner of the Policy and continue the Policy. If the Owner or Joint Owner who dies is also the Annuitant, and the Beneficiary is the surviving spouse of the decedent who elects to be treated as the successor Owner and continue the Policy, the Beneficiary will become the Annuitant. In the event of such an election, on the death of the surviving spouse, the Death Benefit will be paid within five years of the date of such death, or distributed in accordance with the next paragraph, even if the Beneficiary at that time is a surviving spouse.

If the Owner or the Joint Owner dies and the surviving spouse of the decedent is not the Beneficiary, the Beneficiary may elect to receive the Beneficiary's entire interest in the Policy over such Beneficiary's life or over a period not extending beyond the life expectancy of such Beneficiary. Such distributions must begin within one year from the date of death.

### ***Death of the Annuitant, if neither the Owner nor the Joint Owner is the Annuitant***

Except as provided in the next section (*Non-Natural Owners*), if neither the Owner nor the Joint Owner is the Annuitant and the Annuitant dies, the Beneficiary may elect to receive the Beneficiary's entire interest in the Policy over such Beneficiary's life or over a period not extending beyond the life expectancy of such Beneficiary. Such distributions must begin within one year from the date of death.

### ***Non-Natural Owners***

If either the Owner or the Joint Owner is not an individual and the Annuitant dies, and the Annuitant's surviving spouse is the Beneficiary, the Beneficiary may elect to be treated both as the successor Owner and as the successor Annuitant of the Policy and continue the Policy. In the event of such an election, on the death of the Annuitant's surviving spouse, the Death Benefit will be paid within five years of the date of such death, or distributed in accordance with the next paragraph, even if the Beneficiary at that time is a surviving spouse.

If either the Owner or the Joint Owner is not an individual and the Annuitant dies, and the Annuitant's surviving spouse is not the Beneficiary, the Beneficiary may elect to receive the Beneficiary's entire interest in the Policy over such Beneficiary's life or over a period not extending beyond the life expectancy of such Beneficiary. Such distributions must begin within one year from the date of death.

## **Annuity Benefits**

If the Annuitant is living on the Annuity Date and this Policy is in effect, We will apply the Cash Value to provide a periodic income.

The Annuity Benefits will be paid to You unless You direct Us in writing to pay another person. The amount and duration of the annuity depend on the amount applied and the Payment Option under which it is applied. If the Payment Option is one involving the life of the Annuitant, We reserve the right to require periodic proof that the Annuitant is still living.

If the Annuitant dies on or after the Annuity Date, (or if both the Annuitant and the joint annuitant die if the selected Payment Option is a Joint and Survivor Payment Option), any remaining payments provided by the selected Payment Option will be paid to the Beneficiary.

If both (a) and (b) are true, where

- (a) means neither the Owner nor the Joint Owner is either the Annuitant or the joint annuitant and
- (b) means either the Owner or the Joint Owner dies on or after the Annuity Date, then any remaining payments provided by the selected Payment Option will be paid to the Beneficiary.

If either (c) or (d) is true, where

- (c) means the Owner, the Joint Owner, the Annuitant, or the joint annuitant dies on or after the Annuity Date and
- (d) means that You had directed Us in writing irrevocably to pay the Annuity Benefits to another person and that person dies on or after the Annuity Date,

then any remaining benefits will be paid to the Beneficiary at least as rapidly as under the Payment Option in effect as of the date of death.

If You elect to receive the Annuity Benefits in a single sum, We will pay You the Cash Value on the Annuity Date.

## **PART 6: OTHER PROVISIONS**

This part contains important general and required provisions.

### **This Agreement**

This Policy, the application, and any attached riders and endorsements constitute the complete agreement between You and Us. We have issued this Policy in exchange for the application and the payment of the premium. Any change in this Policy must be in writing, signed by one of Our officers, and in the form of an amendment or endorsement to this Policy. No agent has the power or authority to waive, change, or alter any of the terms or conditions of this Policy. Only one of Our officers has the power or authority to waive, change, or alter any of the terms or conditions of this Policy.

### **Tax Qualification**

We may amend this Policy as necessary to comply with the Internal Revenue Service requirements. Otherwise, this Policy may not be amended unless You agree in writing.

### **Incontestability**

We cannot contest this Policy.

### **Misstatement of Age or Gender**

If the Annuitant's age or gender has been misstated on the application, the benefits will be those which the premium paid would have bought for the correct age and gender. We will adjust the annuity payments on the basis of the correct age and gender. The total amount of any underpayment that may have been made will be credited with 5% interest and added to the annuity payment next following the adjustment. The total amount of any overpayment that may have been made will be charged with 5% interest and deducted from the annuity payments, as required, next following the adjustment.

## **State Taxes**

Some states impose a tax on annuities. If so, We must pay this tax to the state.

- In the event that a State Tax is imposed on the premium or other amount received under this Policy, We will deduct an amount equal to such tax from the premium or other amount at the time of its receipt.
- In the event that a State Tax is imposed as a result of this Policy at any other time or for any other reason, We will deduct an amount equal to such tax, at the time the tax is assessed, from any value of the Policy prior to its use to provide a benefit. If We are unable to assess such a State Tax against a value of the Policy prior to its use to provide a benefit, We will deduct an amount equal to such tax from any benefit(s) payable as a result of the Policy.

## **Reports**

At least once each year, We will send You a report showing the Accumulation Value. The report will also show all amounts added to and subtracted from the Accumulation Value during the period the report covers and any additional items required by the insurance department of the state where this Policy is issued.

## **Nonparticipating**

This Policy is not entitled to share in the profits or surplus of the Company.

## **Required Standards**

All values under this Policy meet the requirements of the Standard Nonforfeiture Law for individual deferred annuities. A detailed statement of Our computation method for all values and reserves has been filed with the insurance department of the state where this Policy is delivered. All values and reserves are equal to, or greater than, those required by the laws of such state. Any paid-up annuity, cash values, Death Benefits or reserves under this Policy are not less than the minimum benefits required by any statute of the state in which the Policy is delivered.

## **Protection from Creditors**

Benefits and Values payable under this Policy will be free from claims of creditors to the extent allowed by law.

## **Our Liability**

We will not incur any liability or be responsible for Your failure, in whole or in part, to comply with the provisions set forth in the Internal Revenue Code or any other law.

# PART 7: THE PAYMENT OPTIONS

This part contains methods of payments of the Death and Annuity Benefits. Death Benefits must be paid in accordance with Part 5: Payment of Benefits. Monthly income payments are illustrated, but other frequencies of payments may be available. We may agree to other Installment Income or Life Income options.

## Option Selection

You may select the option under which benefits will be paid while the Annuitant is still alive and prior to the Annuity Date. If no option is selected on the Annuity Date, Life Income Option 2(d) with monthly payments will be used automatically.

## Installment Income (Option 1)

We will pay periodic income for a selected term or amount. The first payment is due on the Annuity Date. The right to withdraw money under an Installment Income option will be as agreed upon when the option is elected. The following Installment Income Options are available:

**1(a) Income for a Selected Term.** We will make equal periodic payments for the number of years selected (not less than 5 years or more than 25 years). The monthly income for each \$1,000 applied will not be less than those shown in Table 1. This table is based on interest guaranteed at a 1% annual effective rate.

**1(b) Income of Selected Amount.** We will make equal periodic payments of an amount selected. Payments will continue until the amount applied, including interest, has been paid. Payments must be made for at least 5 years and for not more than 25 years. We guarantee interest at a 1% annual effective rate.

Years	Monthly Income	Years	Monthly Income	Years	Monthly Income
5	\$17.08	12	\$7.36	19	\$4.81
6	14.30	13	6.83	20	4.59
7	12.32	14	6.37	21	4.40
8	10.83	15	5.98	22	4.22
9	9.68	16	5.63	23	4.05
10	8.75	17	5.33	24	3.90
11	7.99	18	5.05	25	3.76

## Life Income (Option 2)

Payments depend on the life of the Annuitant. The monthly income for each \$1,000 applied will not be less than those shown in Table 2. We will pay periodic income to the named person for the certain period selected and then for as long as the Annuitant is alive. The first payment is due on the Annuity Date. The money applied under a Life Income option cannot be withdrawn once payments begin. The following Life Income options are available:

### **2(a) Payments For Life Only.**

We will make equal periodic payments for the lifetime of the Annuitant. Payments stop when the Annuitant dies.

### **2(b) Payments For Life with Thirty (30) Months Guaranteed.**

We will make equal periodic payments for 30 months and then for as long as the Annuitant is alive.

### **2(c) Payments For Life with Sixty (60) Months Guaranteed.**

We will make equal periodic payments for 60 months and then for as long as the Annuitant is alive.

### **2(d) Payments For Life with One Hundred Twenty (120) Months Guaranteed.**

We will make equal periodic payments for 120 months and then for as long as the Annuitant is alive.

The values in Table 2 on the following page are based on the Annuitant's age (nearer birthday) on the Annuity Date. We may require proof of age. The values in this table are based on interest guaranteed at a 1% annual effective rate and the a2000 Individual Annuity Mortality Table with a 1% improvement per year for fifteen years after election. Amounts of income for any age not shown will be furnished on request.

**Table 2 - Life Income Payments  
(Monthly Income Per \$1,000)**

Age	If the Annuitant is Male				If the Annuitant is Female			
	2(a) Life Only	2(b) Life with 30 Mos	2(c) Life with 60 Mos	2(d) Life with 120 Mos	2(a) Life Only	2(b) Life with 30 Mos	2(c) Life with 60 Mos	2(d) Life with 120 Mos
55	3.26	3.26	3.25	3.23	2.99	2.99	2.99	2.98
56	3.34	3.34	3.33	3.31	3.06	3.06	3.06	3.05
57	3.43	3.43	3.42	3.39	3.14	3.14	3.14	3.12
58	3.53	3.53	3.52	3.48	3.23	3.22	3.22	3.20
59	3.63	3.63	3.62	3.58	3.31	3.31	3.31	3.29
60	3.74	3.74	3.73	3.68	3.41	3.40	3.40	3.37
61	3.85	3.85	3.84	3.78	3.50	3.50	3.50	3.47
62	3.98	3.97	3.96	3.90	3.61	3.61	3.60	3.56
63	4.11	4.10	4.09	4.01	3.72	3.72	3.71	3.67
64	4.25	4.24	4.22	4.14	3.84	3.83	3.82	3.78
65	4.40	4.39	4.37	4.27	3.96	3.96	3.95	3.89
66	4.56	4.55	4.52	4.40	4.10	4.09	4.08	4.02
67	4.73	4.72	4.69	4.54	4.24	4.24	4.22	4.15
68	4.91	4.90	4.86	4.69	4.39	4.39	4.37	4.28
69	5.11	5.09	5.04	4.84	4.56	4.55	4.53	4.43
70	5.31	5.30	5.24	5.00	4.74	4.73	4.70	4.58
71	5.53	5.51	5.45	5.17	4.93	4.92	4.89	4.74
72	5.77	5.74	5.66	5.34	5.14	5.13	5.09	4.91
73	6.02	5.99	5.90	5.51	5.37	5.35	5.30	5.09
74	6.29	6.26	6.14	5.69	5.61	5.59	5.53	5.27
75	6.58	6.54	6.40	5.87	5.88	5.85	5.78	5.47
76	6.89	6.84	6.67	6.06	6.16	6.13	6.04	5.67
77	7.23	7.16	6.96	6.24	6.47	6.44	6.33	5.87
78	7.58	7.50	7.27	6.43	6.81	6.77	6.63	6.08
79	7.97	7.87	7.59	6.62	7.17	7.12	6.95	6.29
80	8.38	8.26	7.92	6.80	7.57	7.50	7.30	6.50
81	8.82	8.68	8.27	6.98	8.00	7.92	7.66	6.71
82	9.29	9.12	8.64	7.16	8.47	8.37	8.05	6.92
83	9.79	9.59	9.01	7.33	8.98	8.85	8.45	7.12
84	10.33	10.08	9.40	7.49	9.53	9.36	8.87	7.31
85	10.91	10.61	9.80	7.64	10.13	9.92	9.31	7.48
86	11.53	11.16	10.20	7.78	10.77	10.51	9.76	7.65
87	12.19	11.74	10.62	7.91	11.46	11.13	10.21	7.80
88	12.89	12.35	11.03	8.03	12.20	11.78	10.67	7.94
89	13.63	12.99	11.45	8.14	12.99	12.46	11.14	8.07
90	14.43	13.65	11.86	8.25	13.83	13.17	11.58	8.18
91				8.34				8.28
92				8.42				8.37
93				8.49				8.45
94				8.55				8.51
95				8.60				8.57
96				8.65				8.62
97				8.68				8.66
98				8.71				8.70
99				8.73				8.72

## Joint and Survivor Life Income (Option 3)

We will make equal periodic payments during the joint lifetime of two persons and the remaining lifetime of the survivor. The monthly income for each \$1,000 applied for sample age combinations will not be less than those shown in Table 3. The first payment is due on the Annuity Date. The money applied under a Joint and Survivor Life Income Option cannot be withdrawn once payments begin.

The values in Table 3 are based on the Annuitants' ages (nearer birthday) on the Annuity Date. We may require proof of ages. The values in this table are based on interest guaranteed at a 1% annual effective rate and the a2000 Individual Annuity Mortality Table with a 1% improvement per year for fifteen years after election. Amounts of income for any ages not shown will be furnished on request.

**Table 3 - Monthly Life Income While Either Person Lives  
(Per \$1,000)**

Female Age ->	55	60	65	70	75	80	85	90	95
<b>Male Age</b>									
55	2.75	2.87	3.00	3.11	3.19	3.25	3.28	3.30	3.31
60	2.83	3.01	3.20	3.37	3.52	3.62	3.68	3.72	3.74
65	2.91	3.14	3.40	3.68	3.92	4.11	4.24	4.31	4.35
70	2.97	3.24	3.59	3.97	4.36	4.69	4.95	5.11	5.20
75	3.01	3.32	3.73	4.23	4.79	5.33	5.79	6.12	6.31
80	3.03	3.37	3.83	4.43	5.16	5.96	6.73	7.34	7.75
85	3.05	3.40	3.89	4.56	5.43	6.50	7.66	8.70	9.48
90	3.06	3.41	3.92	4.64	5.62	6.91	8.46	10.05	11.39
95	3.06	3.42	3.94	4.68	5.73	7.19	9.09	11.24	13.28

## More Information About Our Payment Options

### ***Right to Increase Periodic Income***

Subject to Our approval, a person who is to receive periodic income payments may make an extra contribution at the time of option selection to increase the income to be received. The contribution will be applied under the option at the same rates as are the benefits. We may make a charge, the amount of which will not exceed the sum of 3% of the extra contribution plus any State Tax assessed as a result of the extra contribution (see State Taxes, Part 6). We may limit the extra contribution to an amount equal to the value of the Policy used to provide the income payments.

### ***Minimum Payments***

If periodic payments under the selected payment option at time of election would be less than \$20, We may change the frequency of payments or pay the amount applied in a single sum.

### ***Automatic Cancellation***

A previous election of a Payment Option for Death Benefits will be cancelled if the Beneficiary is changed.

### ***Payments to Minors***

While a person named to receive benefits is a minor, We will make all payments to the court appointed guardian of the minor's estate. We may require proof of age of any such person in determining his or her status as a minor.

# PART 8: SPECIAL ENHANCED LIFE INCOME OPTIONS

If both the Policy and the Annuitant meet Eligibility Requirements detailed in this Part of the Policy, You may be entitled to apply some or all of the value of the Policy to provide a Life Income that is higher than that otherwise available under Part 7: The Payment Options. If You are entitled to do so, You may choose an Option from this Part under which You want the annuity payments to be made. Even if the Policy and Annuitant meet the Eligibility Requirements, it is not mandatory that You elect to make use of this Special Enhanced Life Income. All of the other benefits of this Policy, including those under Part 7: The Payment Options, are unaffected by the presence of these benefit options. None of the provisions of Part 7 apply to the Special Enhanced Life Income Options available under this Part.

## Election Date

The Election Date is the date We receive a request from You electing to use some or all of the value of Your Policy to provide an annuity (see the Cash Value provision of this Policy) under the provisions of this Part of the Policy. The request must be in a form acceptable to Us.

## Commencement Date

The Commencement Date is the date We approve all proofs required by this Part; if this date is on a 29th, 30th, or 31st of a month, the Commencement Date is the next business day on or following the subsequent 1st of a month.

## Activities of Daily Living

The 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);
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

Without Substantial Assistance means:

1. without the physical assistance of another person, the Annuitant would be unable to perform the Activity of Daily Living; or
2. 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.

## Eligibility Requirements

The Eligibility Requirement for the Policy is that it has been in force at least five (5) years on the date the Special Enhanced Life Income commences.

The Eligibility Requirements for the Annuitant are the following.

1. The Annuitant must be a U.S. resident.
2. The Annuitant must be at least fifty-five (55) years old and no more than ninety (90) years old on the Commencement Date.
3. We must receive proof satisfactory to Us that the Annuitant is unable to perform, without Substantial Assistance from another individual, at least two (2) of the six (6) Activities of Daily Living (ADLs) defined above. This inability to perform the ADLs must be due to a permanent loss of functional capacity, and should We choose to use an independent health care professional (see How to Elect a Special Enhanced Life Income later in this Part) that person must agree and document that the loss is expected to be permanent.

## Special Enhanced Life Income (Option 4)

Payments depend on the life of the Annuitant. The monthly income for each \$1,000 applied will not be less than those shown in Table 4. We will pay the periodic income to the named person for the certain period selected and then for as long as the Annuitant is alive. The money applied under the Special Enhanced Life Income Option cannot be withdrawn once payments begin.

If the Commencement Date is ten (10) or more years after the Issue Date of this Policy, We will increase the amount of the Special Enhanced Life Income by 10% of the amount otherwise payable.

The first payment is due on the Commencement Date, but We may take up to thirty (30) days for accounting and administration before We make the first payment. Payments after the first are due on the same day of the month as the Commencement Date. Monthly Income payments are illustrated, but other frequencies of payments may be available. The following Special Enhanced Life Income Payment Options are available.

### **4(a) Payments for Life Only**

We will make equal periodic payments for the lifetime of the Annuitant. Payments stop when the Annuitant dies.

### **4(b) Payments for Life with Thirty (30) Months Guaranteed**

We will make equal periodic payments for 30 months and then for as long as the Annuitant is alive.

### **4(c) Payments for Life with Sixty (60) Months Guaranteed**

We will make equal periodic payments for 60 months and then for as long as the Annuitant is alive.

### **4(d) Payments for Life with One Hundred Twenty (120) Months Guaranteed**

We will make equal periodic payments for 120 months and then for as long as the Annuitant is alive.

The values in Table 4 are based on the Annuitant's age (nearer birthday) on the Commencement Date. We may require proof of age. The values in this table are based on interest guaranteed at a 1% annual effective rate and a substandard a2000 Individual Annuity Mortality Table with a 1% improvement per year for fifteen years after election.

**Table 4 - Special Enhanced Life Income Payments  
(Monthly Income Per \$1,000)**

Age	If the Annuitant is Male				If the Annuitant is Female			
	4(a) Life Only	4(b) Life with 30 Mos.	4(c) Life with 60 Mos.	4(d) Life with 120 Mos.	4(a) Life Only	4(b) Life with 30 Mos.	4(c) Life with 60 Mos.	4(d) Life with 120 Mos.
55	7.03	6.92	6.65	5.83	5.25	5.21	5.10	4.73
56	7.15	7.04	6.75	5.90	5.34	5.30	5.18	4.79
57	7.28	7.16	6.86	5.97	5.44	5.39	5.27	4.86
58	7.41	7.29	6.97	6.04	5.53	5.48	5.35	4.92
59	7.55	7.42	7.09	6.11	5.62	5.57	5.43	4.98
60	7.71	7.57	7.22	6.19	5.72	5.67	5.52	5.04
61	7.88	7.74	7.36	6.26	5.82	5.76	5.60	5.10
62	8.06	7.90	7.50	6.34	5.92	5.86	5.69	5.16
63	8.24	8.08	7.64	6.41	6.01	5.95	5.77	5.22
64	8.43	8.26	7.78	6.48	6.11	6.04	5.85	5.27
65	8.63	8.43	7.93	6.55	6.20	6.13	5.94	5.33
66	8.83	8.61	8.06	6.62	6.30	6.23	6.02	5.39
67	9.02	8.78	8.19	6.68	6.39	6.31	6.10	5.45
68	9.19	8.94	8.31	6.74	6.49	6.40	6.18	5.50
69	9.35	9.09	8.42	6.79	6.58	6.49	6.26	5.56
70	9.50	9.22	8.52	6.84	6.67	6.58	6.34	5.63
71	9.63	9.33	8.61	6.89	6.77	6.67	6.42	5.69
72	9.75	9.44	8.70	6.94	6.87	6.77	6.51	5.76
73	9.87	9.55	8.80	6.98	6.97	6.87	6.60	5.84
74	10.00	9.67	8.89	7.03	7.08	6.98	6.71	5.93
75	10.15	9.82	9.01	7.09	7.21	7.10	6.82	6.02
76	10.35	9.99	9.14	7.15	7.36	7.25	6.96	6.13
77	10.54	10.16	9.26	7.21	7.52	7.41	7.11	6.25
78	10.72	10.32	9.38	7.27	7.71	7.59	7.28	6.37
79	10.90	10.48	9.50	7.33	7.92	7.80	7.47	6.51
80	11.08	10.64	9.63	7.39	8.17	8.05	7.70	6.67
81	11.28	10.82	9.77	7.46	8.50	8.36	7.98	6.83
82	11.48	11.00	9.91	7.54	8.86	8.70	8.28	7.00
83	11.70	11.20	10.07	7.62	9.26	9.08	8.61	7.17
84	11.95	11.43	10.26	7.70	9.71	9.51	8.97	7.33
85	12.25	11.71	10.47	7.79	10.23	10.00	9.36	7.50
86	12.64	12.05	10.72	7.89	10.85	10.57	9.80	7.66
87	13.06	12.42	10.99	7.98	11.52	11.17	10.24	7.81
88	13.53	12.83	11.28	8.08	12.24	11.81	10.68	7.94
89	14.06	13.30	11.60	8.17	13.01	12.47	11.14	8.07
90	14.69	13.85	11.95	8.26	13.83	13.17	11.58	8.18

## Minimum Payments

If periodic payments under the selected payment option at time of election would be less than \$20, We may change the frequency of payments or pay the amount applied in a single sum.

## Limitations and Exclusions

The requirement of the need for Substantial Assistance shall not have been met if that need was:

1. caused by any war or any act of war (whether declared or undeclared); or
2. caused by participation in a felony, riot, or insurrection; or
3. intentionally self-inflicted; or
4. required as a result of alcoholism or drug addiction (unless the addiction was the result of administration of the drugs as part of a legitimate treatment by a licensed physician).

If You choose to apply less than the full value of this Policy to provide a Special Enhanced Life Income, the annualized amount of the payments must be at least \$1,000.00.

You agree that We must be notified in a timely fashion of the Annuitant's death and that the responsible individuals must return any payments made after the date of the Annuitant's death not guaranteed by the option chosen.

The Annuitant must be available in the United States prior to the Commencement Date and at least once every twelve (12) months following the Commencement Date to prove continued life status. If the Annuitant is not available during this period, We will assume the Annuitant is not living and will stop payments after the guaranteed period, if any, under the provisions of this Part of the Policy. If this happens and the Annuitant later proves his or her continued life status in the United States, We will pay any payments that were not made in a lump sum and commence subsequent payments.

## How to Elect a Special Enhanced Life Income

If You believe the requirements for the Special Enhanced Life Income are met, You can notify Us by contacting Us in writing at the address on the Policy cover. You should include:

1. Your Policy Number (see Data Pages);
2. Your name;
3. the Annuitant's name, if different;
4. the Activities of Daily Living with which the Annuitant needs Substantial Assistance; and
5. the nature of the Annuitant's need for Substantial Assistance.

In order to determine whether You are eligible for Special Enhanced Life Income:

1. We have the right to have the Annuitant examined by an independent health care professional contracted by Us to provide such services at Our expense, and We have the right to conduct an on-site assessment.
2. The Annuitant and/or the Annuitant's legally-qualified representative must cooperate with Us so that the independent health care professional can obtain satisfactory proof from the Annuitant, the Annuitant's physician(s), the Annuitant's care-giver(s), and/or other persons familiar with the Annuitant's condition.
3. We may require and We must be given access to the Annuitant's medical and/or care-giver records to obtain information about the Annuitant's condition.

After We have received all information We deem necessary, including information We request from You and all information We request or seek in the above three instances, We will approve or deny Your request for Special Enhanced Life Income as soon as reasonably possible. Within ten (10) days of having received all necessary information, We will send You written notice of Our decision or of Our need for additional time and the reason for that need. At the end of every subsequent forty-five (45) days, until We approve or deny Your request for Special Enhanced Life Income, We will send You notice of Our need for additional time and the reason for that need.

If We deny the eligibility for Special Enhanced Life Income, We will review Our decision if You ask that We do so, in writing, within sixty (60) days of receiving Our decision to deny. Your request should provide Us the following:

1. the reason You disagree with Our decision;
2. facts and/or factors You believe We should consider in Our review;
3. whom We may contact (please include names and complete contact information) to gather any additional pertinent information regarding the Annuitant's need for Substantial Assistance.

Within sixty (60) days of the day We receive Your request, We will review the denial and make a final decision. Our final decision will be in writing; and, if it is a denial, We will include Our specific reasons for the denial and make available all information directly relating to such denial.

At any time prior to the Commencement Date, You may revoke Your election.

**Single Premium Indexed and Declared Interest Deferred Annuity Policy.** Benefits are calculated based on the movement of an index or stipulated interest rates. Minimum underlying values. Income payments start on the Annuity Date. Death Benefit payable before the Annuity Date. Nonparticipating.