

SERFF Tracking Number: AMFA-127203209 State: Arkansas  
Filing Company: Ameritas Life Insurance Corp. State Tracking Number: 49027  
Company Tracking Number: 64352  
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium  
Product Name: Group Fixed Retirement Annuity  
Project Name/Number: Group Fixed Retirement Annuity/64352

## Filing at a Glance

Company: Ameritas Life Insurance Corp.

Product Name: Group Fixed Retirement Annuity SERFF Tr Num: AMFA-127203209 State: Arkansas

TOI: A02G Group Annuities - Deferred Non- variable SERFF Status: Closed-Approved- Closed State Tr Num: 49027

Sub-TOI: A02G.002 Flexible Premium

Co Tr Num: 64352

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Joanne Friend, Jenny Andrus

Disposition Date: 06/14/2011

Date Submitted: 06/10/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

## General Information

Project Name: Group Fixed Retirement Annuity

Status of Filing in Domicile: Pending

Project Number: 64352

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Small and Large

Group Market Type: Employer

Overall Rate Impact:

Filing Status Changed: 06/14/2011

State Status Changed: 06/14/2011

Deemer Date:

Created By: Jenny Andrus

Submitted By: Jenny Andrus

Corresponding Filing Tracking Number:

Filing Description:

Re: Ameritas Life Insurance Corp. NAIC No. 0943-61301 FEIN No. 47-0098400

Submission Form Identification: 64352 et al – Group Fixed Annuity Contract and Tax Sheltered Annuity Endorsement

Description of Form as Individual or Group Market: Group

General Description of Submission: This Group Fixed Annuity Contract will be used in conjunction with tax-favored plans under Sections 401 and 403 (b) of the Internal Revenue Code.

Enclosed for your review and approval is the above referenced contract and endorsement.

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64352 – Group Fixed Annuity Contract This contract has been designed for use in conjunction with tax-favored plans under Sections 401 and 403 (b) of the Internal Revenue Code. The purpose of the contract is for funding qualified plans. Eligible contractholders are sponsors of qualified plans. This contract is unisex. The contract will replace form 64351 – Group Fixed Annuity Contract which was approved by the Department on 02/18/2011, under State Tracking #47670.

TSAEG 7-11 – Tax Sheltered Annuity Endorsement This endorsement is for the contract to meet the qualification requirements of Internal Revenue Code Section 403 (b).

The application for use with the submitted contact is 64351 APP which was previously approved by the Department on 01/14/2011 under State Tracking #47670.

The Group Fixed Annuity Table of Immediate Annuities that will be used with this product is form AL 643-TIA, which was previously approved by your state on 07/28/2006.

These forms are exempt from any “flesch score” or readability requirements in your statutes or regulations as it is subject to federal jurisdiction and the language contained therein is drafted to conform to the requirements of federal law.

No part of this filing contains any unusual or controversial items from normal company or industry standards. Since our printers use various fonts and layouts, we reserve the right to format the pages to conform to the printer’s requirements. No change in language will occur, only a possible page break or renumbering of a page.

The enclosed submission was filed concurrently with our domiciliary state of Nebraska. If you have any questions or comments regarding this filing, please refer them to me at 1-800-825-1551, extension 52984. Thank you for your consideration of this submission. Be assured it is appreciated.

Sincerely,

Jenny Andrus  
Contract Analyst

## Company and Contact

### Filing Contact Information

Jenny Andrus, Contract Analyst  
1876 Waycross Road

jandrus@ameritas.com  
800-825-1551 [Phone] 52984 [Ext]

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*Project Name/Number:* Group Fixed Retirement Annuity/64352

P O Box 40888      513-595-2918 [FAX]  
 Cincinnati, OH 45240

**Filing Company Information**

Ameritas Life Insurance Corp.	CoCode: 61301	State of Domicile: Nebraska
5900 O Street	Group Code: 943	Company Type:
P O Box 81889	Group Name:	State ID Number:
Lincoln, NE 68501-1889	FEIN Number: 47-0098400	
(800) 756-1112 ext. [Phone]		

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**Filing Fees**

Fee Required?	Yes
Fee Amount:	\$100.00
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Ameritas Life Insurance Corp.	\$100.00	06/10/2011	48544400

SERFF Tracking Number: AMFA-127203209 State: Arkansas  
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Product Name: Group Fixed Retirement Annuity  
Project Name/Number: Group Fixed Retirement Annuity/64352

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	06/14/2011	06/14/2011

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## **Disposition**

Disposition Date: 06/14/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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<b>Schedule</b>	<b>Schedule Item</b>	<b>Schedule Item Status</b>	<b>Public Access</b>
<b>Supporting Document</b>	Flesch Certification		Yes
<b>Supporting Document</b>	Application		Yes
<b>Supporting Document</b>	Life & Annuity - Acturial Memo		No
<b>Supporting Document</b>	Statement of Variability		Yes
<b>Form</b>	Group Fixed Retirement Annuity		Yes
<b>Form</b>	Tax Sheltered Annuity Endorsement		Yes

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## Form Schedule

**Lead Form Number: 64352**

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	64352	Policy/Cont Group Fixed ract/Fratern Retirement Annuity al Certificate	Initial		0.000	64352.pdf
	TSAEG 7- 11	Policy/Cont Tax Sheltered ract/Fratern Annuity Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	TSAEG 7- 11.pdf



5900 O Street  
Lincoln, NE 68510

**Client Service Office**



[800-284-8576]  
Fax: [402-467-7952]



[PO Box 81889  
Lincoln, NE 68501]

**Contractholder:** [Trustees of CPK Enterprise, Inc. 401 (k) Plan]  
**Plan:** [CPK Enterprises, Inc. 401 (k) Plan]  
**Date of Issue:** [01/01/2011]  
**Group Annuity Contract Number:** [1234567890]

**JURISDICTION.** This contract is delivered in \_\_\_\_\_ and is governed by its laws.

**CONSIDERATION.** This contract is issued in consideration of the *application* and of the payment of the *contributions*. We agree to pay benefits in accordance with the provisions and conditions of this contract.

**PROVISIONS AND CONDITIONS.** All provisions and conditions stated on this and the subsequent pages are hereby made a part of this contract.

**NOTICE OF TEN DAY RIGHT TO EXAMINE CONTRACT.** Please read this contract carefully. The *contractholder* may return this contract for any reason within ten days after receiving it. If returned, this contract will be considered void from the beginning and any premium paid will be refunded.

Ameritas Life Insurance Corp.

[ DoAnn Milt ]

[President]

[ Robert John H. Sanchez ]

[Secretary]

**VALUES IN THE GUARANTEED INVESTMENT ACCOUNT MAY BE SUBJECT TO  
A MARKET VALUE ADJUSTMENT UPON LIQUIDATION OF FUNDS.**

Allocated Group Annuity  
Nonparticipating

**CONTRACT INDEX**

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## **DEFINITIONS**

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(Defined terms appear in *italics* throughout this contract)

**ALLOCATED CONTRIBUTION.** Means any amount paid to *us* by *you* in accordance with the terms of the *plan* on behalf of a *participant*.

**ANNUITANT.** Means a *payee* who elects, subject to the terms of the *plan*, to receive benefits in the form of an *annuity*.

**ANNUITY.** Means a series of payments fixed throughout the annuity period.

**APPLICATION.** Means the *application* page attached to and made a part of this contract.

**BENEFICIARY.** Means the person or trust designated to receive the *participant's* death benefits, if any, under the terms of the *plan*.

**BENEFIT EVENT.** Means an event requiring payment of benefits under the terms of the *plan*. For purposes of this contract, a *benefit event* is: severance from employment, death, disability or the attainment of early or normal retirement age.

**COMPANY.** Means Ameritas Life Insurance Corp.

**CONTRACTHOLDER.** Means the person(s) identified as the holder of this contract on the face page of the contract.

**CONTRACT YEAR.** Means the period beginning with the *date of issue* and ending on the day preceding the first anniversary of the *date of issue* and thereafter, the period beginning with an anniversary of the *date of issue* and ending on the day preceding the next succeeding anniversary of the *date of issue*.

**CONTRIBUTION.** Means any amount paid to *us* by *you* in accordance with the terms of the *plan*.

**DATE OF ISSUE.** Means the date the contract was issued from *our home office*.

**DEPOSIT PERIOD.** Means the period specified by the *company* from time to time, during which new deposits will be considered first invested in the *guaranteed investment account* in order to be credited with the appropriate interest rate for such a period.

**DEPOSIT YEAR.** Means the twelve (12) month period beginning with the first day of the applicable *deposit period* in which a deposit or other credit is first contributed to the *guaranteed investment account*.

**DUE PROOF OF DEATH.** Means one of the following: (1) a certified copy of a death certificate; (2) a certified copy of a decree of a court of competent jurisdiction as to the finding of death; (3) a written statement by a medical doctor who attended to the deceased at death; and (4) any proof satisfactory to *us*.

**GOOD ORDER.** Means the information must be legible, accurate, adequate, and in accordance with *our* then current procedures.

**GUARANTEED INVESTMENT ACCOUNT.** Means an account which is part of *our* general assets into which *contributions* may be made as set forth in this contract. *We* will declare in advance of any *deposit period* the current rate or rates of interest to be credited during the *deposit year*. At no time will the declared interest rate be less than the rate shown on the *schedule*.

**HOME OFFICE.** Means *our* principal office, the mailing address of which is P.O. Box 81889, Lincoln, Nebraska, 68501.

**NOTICE.** Means any information *we* receive in *good order* at *our home office* which is written, signed by *you* and acceptable to *us*, or in another format deemed acceptable by *us*.

**PARTICIPANT.** Means a person participating in the *plan*, or for whom funds have been contributed to the *plan*. For purposes of this contract, an alternate *payee* will be treated as a *participant*.

**PARTICIPANT ACCOUNT.** Means an account maintained for each *participant* which is composed of the *participant's* interest in the *guaranteed investment account*, and which is valued in accordance with the provisions of this contract. The value of any *participant account* at any point in time equals the total of its *allocated contributions* plus accumulated interest credited to the *participant account*, less any amounts withdrawn or deducted from the *participant account*.

**PAYEE.** Means the *participant*, *beneficiary*, or other legally designated *payee*.

**PLAN.** Means the qualified *plan* as stated on the face page of this contract.

**RENEWAL YEAR.** Means the twelve (12) month period beginning with the first day of the *deposit period* corresponding with the *deposit period* in which such deposit or other credit was originally invested in the *guaranteed investment account*, for any deposits or other credit accumulated in the *guaranteed investment account* from a *deposit year* which has expired.

**SCHEDULE.** Means the *schedule* page attached to and made a part of this contract.

**WE, US, OUR.** Means Ameritas Life Insurance Corp.

**YOU OR YOUR.** Means the person named as *contractholder* on the face page of this contract. *You* may, in some cases, designate certain authority under this contract, to another party, such as a third party administrator. In such cases, instructions as to the extent and effect of such designation must be provided to *us*. Such instructions must be provided in writing or in accordance with *our* then current procedures.

## **CONTRACT AND AUTHORITY**

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**ENTIRE CONTRACT.** This contract, together with *your application*, a copy of which is attached, and the *schedule* constitute and contain the entire contract. *We* are not a party to nor bound by any trust or *plan* and the provisions and conditions of this contract will govern with respect to *our* rights and obligations notwithstanding any contrary provisions and conditions of the *plan*.

**AUTHORITY.** None of the provisions or conditions of this contract may be modified, nor any forfeiture under it waived, nor may the *plan* be amended so as to affect this contract except by an agreement in writing or by a written consent signed by *our* President, a Vice President, the Secretary or an Assistant Secretary. The authority for this purpose may not be delegated.

## **BENEFITS**

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**GENERAL.** *You* will give *notice* to *us* of the amount, form and time of commencement of any benefit to be paid to a *payee* in accordance with the provisions of the *plan*, subject to the provisions and conditions of this contract. Any amount of the *participant account* to which the *payee* is not entitled under the terms of the *plan* will be applied as directed by *you*, subject to the provisions and conditions of this contract. Before making any benefit payment *we* may require due proof that the *payee* is living.

**PAYMENT OF BENEFITS.** When we receive *notice* from you that all or a portion of a *participant account* is to be applied to purchase an *annuity*, the value of the *participant account* or portion thereof will be determined as of the *valuation date* which is the later of: (a) the 30th business day prior to the date the *annuity* is to begin or payment is to be made; or (b) the 30th business day after receipt of such *notice* from you. Subject to the next sentence, we will then:

- (1) apply the value to establish an *annuity* in accordance with the applicable annuity table contained in this contract, or
- (2) pay the value to the *participant* or his *beneficiary*.

If a contingent deferred sales charge, as described in the Charges and Deductions Section, is applicable, such charge will be deducted from the value of the *participant account* and the remaining value will be disposed of in accordance with (1) or (2) above. Alternatively, upon *notice* from you, the contingent deferred sales charge may be paid by you, provided such payment is not a violation of any applicable law, rule or regulation.

Upon *notice* from you for the payment of benefit to be made in a form other than an *annuity*, the *participant account* will be valued as of the date of distribution.

**AMOUNT OF ANNUITY BENEFITS.** We guarantee the amount of *annuity* payments. The payment depends only on the settlement option elected, the age of the *annuitant*, and the amount applied to purchase the *annuity*, in accordance with the applicable annuity table contained in this contract. No changes may be made with respect to *annuity* payments.

**ALTERNATE ANNUITY OPTION.** Any *annuity* to be purchased hereunder will be provided at rates applicable to any single premium nonparticipating immediate *annuity* of the type available by us on the date the *annuity* is to be purchased, at rates no less favorable to the *annuitant* than those set forth in the tables then included in this contract.

**MINIMUM ANNUITY.** Under an *annuity* if the requested periodic payment is less than \$50, we reserve the right to make payments at less frequent intervals. Further, if the annual periodic payment is less than \$50, we reserve the right to pay the amount in a single sum.

**BENEFICIARY OF DEATH BENEFITS.** Such amounts, if any, as may be payable from a *participant account*, not otherwise payable under the terms of the *plan*, on the death of a *participant*, will be paid to such *beneficiary* as is provided pursuant to the *plan*, upon receipt of *due proof of death* by us. If, however, no *beneficiary* was designated pursuant to the *plan*, or if no designated *beneficiary* is living and there is no specific provision for payment in that event, the amounts due will be paid in accordance with state law. If such death benefits are payable to the *participant's* spouse as a result of the operation of the immediately preceding sentence, or to the *participant's* executor or administrator, then we, at our option, will have the right to pay to such *payee* the commuted value of any death benefits. Any amount payable to two or more persons as *beneficiary* will be paid to them in equal shares unless the *beneficiary* designation provides otherwise.

**MISSTATEMENT AND PROOF OF AGE OR SURVIVAL.** We may require proof of age or survival of any person upon whose age or survival any payments depend.

If the age of the *annuitant* has been misstated, the benefits will be those which premiums would have provided for the correct age. If we have made incorrect *annuity* payments, we will adjust future payments. The adjustments will reflect any overpayment or underpayment.

## **CONTRIBUTIONS AND WITHDRAWALS**

**PAYMENT OF CONTRIBUTIONS.** All *contributions* are payable at our home office by you. You will, by *notice* to us specify the portion of each *allocated contribution* for each *participant account*. Contributions we receive that you do not allocate to a *participant account* will be maintained in a single unallocated account. Contributions will not be allocated to each *participant account* until the specified instruction *notice* is received.

**WITHDRAWALS.** *You*, or if authorized by *you*, a *participant*, by giving *notice* may elect, subject to the contingent deferred sales charge, if applicable, that a portion of a *participant account* be withdrawn therefrom and paid by *us* to a trustee or another insurer designated by *you*. Withdrawals from the *participant account* may be subject to a Market Value Adjustment in accordance with the method outlined in the section entitled “Market Value Adjustment” below, unless such withdrawal is within one of the exceptions outlined in that section. Withdrawals from the *participant account* will generally be made pro rata from each of the *deposit periods* applicable to the *participant’s account*.

**EFFECTIVE DATE OF WITHDRAWALS; OTHER PROVISIONS.** The election of any withdrawal will become effective and the withdrawal will be made within seven days of the receipt of *notice* by *us* at *our home office* or such later date specified in such *notice*, subject to postponement for any period during which:

- (1) The New York Stock Exchange is closed for trading;
- (2) The *home office* is closed;
- (3) When the Securities and Exchange Commission has determined that a state of emergency exists; or
- (4) When *we* are required to withhold the withdrawal by any other applicable law or regulation.

*We* reserve the right to postpone withdrawals for up to six months after *we* receive the *notice*. The election of any such withdrawal may not be revoked without *our* consent. In lieu of withdrawal, *you* or the *participant* if authorized by *you*, may elect to purchase an *annuity* for the *participant*.

## **GUARANTEED INVESTMENT ACCOUNT**

**ACCOUNT VALUES.** The value of *your* interest in the *guaranteed investment account* at any point in time equals the total of *contributions* plus accumulated interest credited to *your* contract, less any amounts withdrawn or deducted from *your* contract.

**INTEREST CREDITS.** *We* will credit interest to the *guaranteed investment account* as follows:

- 1) **New Deposit Rate.** As of the beginning of each *deposit period*, *we* will declare a new deposit interest rate for this contract to be applied to new deposits invested during such *deposit period*. Interest will be credited to such deposits from the effective date of deposit through the end of the *deposit year* or to the date of withdrawal.
- 2) **Renewal Rate.** As of the beginning of each *deposit period*, *we* will declare a renewal interest rate for this contract. The rate will apply to the accumulated value of deposits which are invested in the corresponding *deposit period* of any prior calendar year. Interest will be credited based on this rate through the end of the *renewal year* or to the date of withdrawal.

Rates credited will be net of the Contract Management Charge determined using the Expense Factor as listed on the *schedule*.

**MARKET VALUE ADJUSTMENT.** Assets invested in the *guaranteed investment account* will not be subject to a Market Value Adjustment upon withdrawal where the withdrawals are for one of the following:

- (1) Related to a *benefit event* as defined under this contract;
- (2) To fund a loan or hardship distribution (if permitted by the *plan*);
- (3) For the payment of contract expenses; or
- (4) Taken by a *participant* where the amount is less than or equal to;
  - (a) \$2000 or
  - (b) Five-percent of the *participant’s account* value as of the beginning of the calendar quarter of the withdrawal.

The Market Value Adjustment will be equal to the amount withdrawn multiplied by one minus one-hundredth of the price of a \$100 face amount bond with the following characteristics: a specified term to maturity, a yield rate equal to the 10-year U.S. Treasury Note plus a specified spread less the same expense charges included in the determination of the new deposit rate; and a coupon rate derived from the weighted average of the interest rates currently applicable to the funds held in the *participant account*. The Market Value Adjustment will be applied to and deducted from the amounts withdrawn.

The term to maturity and the yield over the 10 Year U.S. Treasury Note *we* will declare monthly. The yield on the 10 Year U.S. Treasury Note will be adjusted weekly, and will be the average for the previous week as found in the most recent Federal Reserve Statistical Release H.15 (or other comparable index or survey) and will be effective the second business day of each week.

## **CHARGES AND DEDUCTIONS**

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**ANNUAL RECORDKEEPING CHARGE.** An Annual Recordkeeping Charge is declared by *us* at [the beginning of each calendar year]. This charge will cover a portion of the general expenses of establishing, maintaining and administering the contract. *We* will deduct either: 1) a proportionate share of such charge from all contract Accounts based on the balances held in such Accounts as of such date; or 2) a flat amount from all Accounts by dividing the annual contract expense charge by the number of all such Accounts. For purposes of this section “Accounts” include *participant accounts* and any accounts used for forfeitures or unallocated contributions.

If the *contractholder* chooses to pay the charge directly, *we* will bill the *contractholder*. If the bill is not paid within 30 days of the mailing of the *notice*, the amount due may be deducted on a per capita basis from all Accounts.

**CONTRACT MANAGEMENT CHARGE.** *We* will assess a Contract Management Charge with regard to the *guaranteed investment account*. This charge is the value of the *guaranteed investment account* multiplied by the applicable Expense Factor as listed on the *schedule*. This charge will be assessed against and deducted from *your* Accounts in proportion to their value on the date specified.

The Contract Management Charge is based upon pricing information provided to *us*, by *you*, in the *application* and the appropriate disclosure for this contract. Should any of the pricing information provided change, or be found to be inaccurate, these charges may be adjusted in accordance with *our* current pricing schedule. Should an adjustment to the Contract Management Charge become necessary, *we* will provide advance *notice* to *you*.

**CONTINGENT DEFERRED SALES CHARGE.** Any amount which is withdrawn from the contract (1) on termination of the contract, or effective termination as described in the Termination of Contract Section, or (2) on termination of the *plan*, or (3) for any purpose other than a payment related to a *benefit event* or expenses of the contract before the termination of the contract may be subject to, and reduced by, a contingent deferred sales charge as set forth in the *schedule*.

## **TERMINATION OF CONTRACT**

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**TERMINATION OF CONTRACT.** This contract will terminate under the following circumstances:

- (1) If *you* give *us* *notice* that this contract is to be terminated specifying a date of termination which is not earlier than 30 days following the date of receipt of such *notice* by *us*, unless *we* agree to an earlier date.
- (2) If no amounts attributable to this contract remain in any *participant account* and no *allocated contribution* is made within a 31-day period after this condition arose. In such event, the termination will be effective immediately subsequent to the end of the 31-day period described in this provision.

- (3) If *we* advise *you* of termination. *We* may terminate the contract for reasonable cause, which may include, but is not limited to the following:
- (a) If *we* believe *you* are not abiding by state and federal law governing retirement plans;
  - (b) If *you* have not rendered the performance necessary to comply with the terms of this contract (e.g., timely payment of fees, compliance with applicable federal regulations); or
  - (c) If the Internal Revenue Service disqualifies *your plan*.

If *we* terminate the contract in accordance with the provisions of (3)(a) and (b) above, the contingent deferred sales charge will not apply. If an account balance remains, a check made payable to the trustee of the *plan* will be sent to the trustee of the *plan* no sooner than 30 days after *you* have been notified in writing.

**EFFECTIVE PLAN TERMINATION.** In the event a substantial amount of the *plan* assets are paid out within a six-month period, or in the event *you* or the IRS declares a partial *plan* termination, *we* may apply the provisions of the Termination of Contract Section and assess any applicable contingent deferred sales charge. This charge may apply based upon assets in this contract as of the beginning of the six-month period. This charge may be billed to *you*.

**EFFECT OF TERMINATION AND DISPOSITION OF ASSETS ON TERMINATION.** On and after the effective date of termination as specified above, *we* will no longer accept *contributions*.

On termination of this contract the amounts held in the *guaranteed investment account*, reduced by any applicable contingent deferred sales charge as described in the Charges and Deductions Section, will be paid to: (1) a trustee or another retirement plan provider *you* designate in writing, or (2) the *participants you* designate by *notice with our* written consent if no trustee or other retirement plan provider is to be so designated, or (3) to a successor in interest to *you*. Such payment will generally be made, or commenced, no later than 30 days after the termination (other than a termination initiated by *us*) is effective as described above. However, *we* will have the right to require that *you* elect the payment to a trustee or another retirement plan provider for any amount held in the *guaranteed investment account* payable under either (1), (2) or (3) below. As indicated in the Contributions and Withdrawals Section, *we* reserve the right to postpone withdrawals from the *guaranteed investment account* for up to six months after *we* receive the *notice*.

- (1) The amount payable will be divided into ten approximately equal annual installments. The first payment will be paid the first of the month following six months from the effective date of termination. During the deferral period following the effective date of the termination, any remaining amount payable will be credited with interest at the rate earned at the date of termination less 1% and expenses will be charged against any remaining amount payable fixed at the date of termination.
- (2) The amount payable may be adjusted by agreement between *you* and *us* and paid in a cash lump sum. The Market Value Adjustment will be determined as of the distribution date and will allow both positive and negative adjustments to the accumulated value of the *guaranteed investment account* upon *plan* termination and will reflect the investment market conditions at the time of the determination.
- (3) In the event of failure of the parties to reach an agreement said amount will be payable in accordance with (1) above.

In lieu of such disposition *you* may elect that amounts held in the *participant accounts* be used to purchase an *annuity* from *us* for the *participants* by using the applicable annuity tables in this contract. Contract account balances other than *participant accounts* would be distributed as described above.

Pending the total payout of all contract accounts including the *participant accounts*, all applicable charges and adjustments described in the Charges and Deductions Section will continue to apply on and after the effective date of termination.

## **MISCELLANEOUS**

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**CERTIFICATION OF QUALIFICATION OF PLAN.** *You* certify that in *your* opinion the *plan* meets the requirements for qualification under Sections 401, 403 or 457 of the Internal Revenue Code. If *you* attempt to obtain Internal Revenue Service approval of the *plan* as a qualified *plan* and fail to initially secure such qualification of the *plan*, or fail to retain such qualification the contract will be terminated in accordance with the termination language in the Termination of Contract Section and assessed any applicable contingent deferred sales charge.

**INCONTESTABILITY.** This contract is incontestable after two years from the *date of issue*.

**OWNERSHIP.** *You* are the owner of this contract and may agree with *us* to any change in or amendment of this contract without the consent of any *participant*.

**ASSIGNMENT BY THE CONTRACTHOLDER.** *You* may assign this contract, but any assignment must be in writing, and *we* will not be deemed to have knowledge of such assignment unless *we* receive *notice* along with the original or a duplicate assignment. Such assignment by *you* will not affect in any way the rights of any *participant*. *We* will not assume any responsibility for the validity of an assignment.

**ESSENTIAL DATA.** *You* will furnish to *us* from time to time the names of all *participants* together with whatever information is necessary to establish the eligibility and amount of *annuity* or other benefit in each instance. *You* will report to *us* each *participant* with respect to whom any payment becomes due under the *plan* and the nature and amount of such payment before the date on which such payment becomes due, or as soon thereafter as is practicable. *We* will be fully protected in relying on any information furnished by *you*, and need not inquire as to the accuracy or completeness thereof.

**NONALIENATION OF BENEFITS.** No sum payable under this contract with respect to a *participant* may be assigned, commuted or encumbered by the *payee*, and, to the extent permitted by law, no such sum will in any way be subject to any legal process to subject the same to the payment of any claim against such *payee*.

**GENDER AND NUMBER.** Whenever the context so requires, the plural includes the singular, the singular the plural, and the masculine the feminine.

**CERTIFICATES.** *We* will issue to *you*, for delivery to each person for whom an *annuity* is purchased, a certificate setting forth the amount and terms of payment of the *annuity*.

**LIABILITY OF THE COMPANY.** *We* do not guarantee that the amounts held under the contract will be sufficient to provide any benefits to be provided and *our* liability to provide annuities or any other benefits hereunder will be limited to the amounts available under this contract.

**OWNERSHIP OF ASSETS.** *We* shall have exclusive and absolute ownership and control of the assets of the *guaranteed investment account*. Under no circumstance are *we* to be considered a Trustee of such assets.

**PAYMENT IN CASH.** Any withdrawal or lump sum payment (as opposed to an annuity benefit) from the *guaranteed investment account* which is to be paid to a Trustee or another insurer or to a *payee* will be paid in cash. *Contributions* must be paid in a form acceptable to *us*. All payments are payable when due at *our home office*.

**REPORTS.** Upon request, reports will be provided to the *contractholder* no less frequently than quarterly.

**RIGHT OF COMPANY TO CHANGE CERTAIN PROVISIONS.** After the end of a *contract year* we have the right at any time on written advice delivered or mailed to *your* last address according to *our* records, to amend the language of this contract and change any or all tables included in this contract, or to change the Expense Factor and/or the Annual Recordkeeping Charge. No such change will apply to any annuities purchased prior to the effective date of such change. To the extent such a change may cause a material detriment to the value of the policy, *you* may be able to terminate the contract without the implementation of the Market Value Adjustment or contingent deferred sales charge.

We reserve the right to amend this contract at any time without *your* consent or to conform the contract to mandatory provisions of federal or state laws, regulations or rulings. Any amendment prepared pursuant to the right reserved above will be stated in a written document and delivered to *you*. Subsequent termination of the contract would be subject to the Market Value Adjustment and/or contingent deferred sales charge.

Specimen

**Schedule Page**

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This *schedule* is part of and subject to the provisions of Allocated Group Annuity  
Contract No. [0000]  
Contractholder

**GUARANTEED INVESTMENT ACCOUNT**

At no time will the declared interest for the *guaranteed investment account* be less than [1.5%].

**EXPENSE FACTOR**

An expense factor is charged against the Guaranteed Investment Account. The applicable expense factor is listed, on a daily (a) and an annual (b) basis, as follows:

Total Assets (in the Guaranteed Investment Account)

	(a)	(b)
[\$0 – 249,999]	[.xxxxxxxxxx]	[x.xxxx]
[\$250,000 – 749,999]	[.xxxxxxxxxx]	[x.xxxx]
[\$750,000 – 1,499,999]	[.xxxxxxxxxx]	[x.xxxx]
[\$1,500,000 – 2,999,999]	[.xxxxxxxxxx]	[x.xxxx]
[\$3,000,000 – 4,999,999]	[.xxxxxxxxxx]	[x.xxxx]
[\$5,000,000 and over]	[.xxxxxxxxxx]	[x.xxxx]

**ANNUAL RECORDKEEPING CHARGE**

At the rate of [\$1.00] per month, per participant, payable on the last day of [each calendar quarter]. Such fee is:

- To be paid by the *contractholder* to us
- To be deducted from the *participant accounts*

**CONTINGENT DEFERRED SALES CHARGE**

Years Contract in Force	Percent of Amount Withdrawn
8+	0%
7	[X]%
6	[X]%
5	[X]%
4	[X]%
3	[X]%
2	[X]%
1	[X]%

Specimen

Allocated Group Annuity  
Nonparticipating

## Ameritas Life Insurance Corp.

### TAX SHELTERED ANNUITY ENDORSEMENT

**PURPOSE.** This endorsement is attached to and made a part of this annuity contract. It is intended to conform the contract to the provisions for a Tax Sheltered Annuity ("TSA") under the Code. The Code is the Internal Revenue Code of 1986, as amended (the "Code"). All provisions of this contract will be interpreted to ensure and maintain qualification in accordance with Code Section 403(b). If there is a conflict between the terms of the contract and the terms of this endorsement, the endorsement controls. The contract may be amended from time to time to comply with the legal requirements for a TSA.

**LIMITATION ON ELECTIVE DEFERRALS.** The maximum annual contribution for any calendar year, by a Participant or on behalf of a Participant, that represents an elective deferral under a salary reduction agreement (within the meaning of Section 402(g)(3)(C) of the Code), may not exceed the limitation set forth in Code Section 402(g).

- (1) Elective deferrals include the sum of all of the elective deferrals contributed on the Participant's behalf (even if contributed by different employers) and not includible in the Participant's gross income for the year to:
  - (a) cash or deferred arrangements (401(k) plans);
  - (b) Code Section 501(c)(18) plans created before June 25, 1959 (only to the extent excluded from the Participant's gross income);
  - (c) Simplified Employee Plans (SEPs);
  - (d) TSA's; and
  - (e) with respect to any elective employer contributions to a simple retirement accounts under Code Section 408(p)(2)(A)(i).
- (2) In the case of an individual who is 50 or older, the annual cash contribution limit is increased by the amount of additional elective deferrals permitted for the taxable year, as set forth in Code Section 414(v).
- (3) If a Participant defers more than the allowable amount for a calendar year, the Participant must include the excess deferrals in his or her gross income for that year in which they were made. They may not be used to reduce the Participant's gross income.
- (4) Not later than March 1 following the close of the calendar year, a Participant may:
  - (a) allocate the amount of such excess deferrals among the plans under which the deferrals were made; and
  - (b) certify to the Company in writing the portion allocated to it.
- (5) Not later than the first April 15 following the close of the calendar year, the Company, in connection with this TSA, may disburse to a Participant the excess amount allocated and certified to it and any income allocable to such amount (minus any applicable charges under the TSA).

The income allowable to excess deferrals is equal to the sum of:

- (a) the allocable gain or loss for the calendar year; and
- (b) the allocable gain or loss for the period between the end of the calendar year and the date of disbursement.

To the extent that the excess deferrals are not disbursed to the Participant by the first April 15 after the end the calendar year in which they were made, they may be disbursed only when permitted by Code Section 402(g)(3)(C).

- (6) This limitation is separate from any other limitation under the Code both as to amount and treatment of contributions which may be applicable to this TSA.

## **DISTRIBUTIONS BEFORE DEATH.**

- (1) Notwithstanding any provision of this TSA to the contrary, the distribution of the individual's interest in the TSA shall be made in accordance with the requirements of Code Section 403(b)(10) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the TSA (as determined under paragraph 3 of the following section entitled Distributions After Death ) must satisfy the requirements of Code and the regulations thereunder, rather than paragraphs (2), (3) and (4) below and the following section entitled Distributions After Death.
- (2) The entire interest of the individual for whose benefit the contract is maintained will commence to be distributed no later than the first day of April following the calendar year in which such individual attains age 70½ or the calendar year in which the individual retires (the "required beginning date") over:
  - (a) the life of such individual or the lives of such individual and his or her designated beneficiary or
  - (b) a period certain not extending beyond the life expectancy of such individual or the joint and last survivor expectancy of such individual and his or her designated beneficiary.

Payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As -1 and -4 of Section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Section 1.401(a)(9)-6.

- (3) The distribution periods described in paragraph (2) above cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations.
- (4) The first required payment can be made as late as the required beginning date and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

## **DISTRIBUTIONS AFTER DEATH.**

- (1) *Death On or After Required Distributions Commence.* If the individual dies on or after required distributions commence, the remaining portion of his or her interest will continue to be distributed under the contract option chosen.
- (2) *Death Before Required Distributions Commence.* If the individual dies before required distributions commence, his or her entire interest will be distributed at least as rapidly as follows:
  - (a) If the designated beneficiary is someone other than the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the individual's death, or, if elected, in accordance with paragraph (2)(c) below.
  - (b) If the individual's sole designated beneficiary is the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death (or by the end of the calendar year in which the individual would have attained age 70½, if later) or, if elected, in accordance with paragraph (2)(c) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over

the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (2)(c) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.

- (c) If there is no designated beneficiary, or if applicable by operation of paragraph (2)(a) or (2)(b) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the individual's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2)(b) above).
  - (d) Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (2)(a) or (b) and reduced by 1 for each subsequent year.
- (3) The "interest" in the TSA includes the amount of any outstanding rollover and transfer under the Income Tax Regulations and the actuarial value of any other benefits provided under the TSA, such as guaranteed death benefits.
  - (4) For purposes of paragraphs (1) and (2) above, required distributions are considered to commence on the individual's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (2)(b) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

**RESTRICTION ON DISTRIBUTIONS.** Disbursements attributable to contributions made pursuant to a salary reduction agreement (within the meaning of Section 402(g)(3)(C)) may be paid only:

- (1) when the employee attains age 59½, separates from service, dies, or becomes disabled (within the meaning of Section 72(m)(7)); or
- (2) in the case of hardship.

Such contract may not provide for the disbursement of any income attributable to such contributions in the case of hardship. This paragraph (d) applies to assets which were not in this TSA as of the close of the last year beginning before January 1, 1989.

**DIRECT ROLLOVERS.** A Participant or the Participant's surviving spouse as beneficiary or the Participant's former spouse as alternative payee under a qualified domestic relations order within the meaning of Section 414(q) of the Code, as applicable (the "Distributee"), may elect, at the time and in the manner prescribed by us, to have any portion of an Eligible Rollover Distribution that is equal to at least \$500 paid to an Eligible Retirement Plan specified by the distributee in a Direct Rollover. An eligible retirement plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), an annuity contract described in Code Section 403(b), a qualified trust under Code Section 401(a), an eligible plan described in Code Section 457(b) which is maintained by a state, a political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, that accepts the Distributee's Eligible Rollover Distribution. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p).

An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the Distributee, other than (a) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life or life expectancy of the Distributee or for the joint lives or life expectancies of the Distributee and his or her beneficiary or for a specific period of ten years or more, (b) any distribution to the extent it is a required minimum distribution under Code Section 403(b)(10), (c) any hardship distribution and (d) the portion of any distribution that is not includible in gross income (except as otherwise provided in Code Section 402(c)). This provision shall be interpreted in accordance with Code Section 403(b)(10) and the regulations thereunder.



SERFF Tracking Number: AMFA-127203209 State: Arkansas  
 Filing Company: Ameritas Life Insurance Corp. State Tracking Number: 49027  
 Company Tracking Number: 64352  
 TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium  
 Product Name: Group Fixed Retirement Annuity  
 Project Name/Number: Group Fixed Retirement Annuity/64352

## Supporting Document Schedules

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

**Satisfied - Item:** Flesch Certification

**Comments:**

Flesch Certification is attached.

**Attachments:**

Reg 19 CERTIFICATION\_ALIC\_.pdf  
 Reg 49 CERTIFICATION\_ALIC\_.pdf  
 UNIV READABILITY CERT.pdf

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

**Satisfied - Item:** Application

**Comments:**

The application for use with the submitted contact is 64351 APP which was previously approved by the Department on 01/14/2011 under State Tracking #47670.

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

**Satisfied - Item:** Life & Annuity - Actuarial Memo

**Comments:**

Actuarial Memorandum is attached.

**Attachment:**

64352 Actuarial Memorandum.pdf

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

**Satisfied - Item:** Statement of Variability

**Comments:**

Statement of Variability is attached.

**Attachment:**

Statement of Variability - 64352.pdf

**Reg 19 CERTIFICATION**  
**Arkansas**

I, Robert F. Lange, an officer for Ameritas Life Insurance Company. hereby certify that we have reviewed Rule and Regulation 19 and that we meet the provisions of said Rule and Regulation, as well as all applicable requirements of your Department regarding Unfair Sex Discrimination in the Sale of Insurance.

A handwritten signature in black ink that reads "Robert G. Lange". The signature is written in a cursive style with a large, prominent initial "R".

Robert G. Lange  
Vice President, General Counsel and Assistant Secretary

June 15, 2011  
Date

**Reg 49 CERTIFICATION**  
**Arkansas**

I, Robert F. Lange, an officer for Ameritas Life Insurance Company, hereby certify that I have reviewed Arkansas Rule and Regulation 49 and that we are in compliance regarding Life and Health Insurance Guaranty Association Notices.

I also certify that we have reviewed ACA 23-79-138 regarding the use of Complaint Notices and assure that we are in compliance.



Robert G. Lange  
Vice President, General Counsel and Assistant Secretary

June 15, 2011  
Date

***Reg. Section 6 DI: Method of Disclosure of Required Information***

All information required to be disclosed by this rule shall be set out conspicuously and in close conjunction with the statements to which such information relates or under appropriate captions of such prominence that it shall not be minimized, rendered obscure or presented in an ambiguous fashion or intermingled with the context of the advertisements so as to be confusing or misleading.

***Reg. Section 6 Life: Valuation***

The minimum valuation standard for universal life insurance policies shall be the Commissioners Reserve Valuation Method

## READABILITY CERTIFICATION

I, Robert G. Lange, an officer of Ameritas Life Insurance Corp., hereby certify that the following form(s) has (have) the following readability score(s) as calculated by the Flesch Reading Ease Test and that this (these) form(s) meet(s) the reading ease requirements of the laws and regulations of your state.

<u>Form</u>	<u>Form Title</u>	<u>Readability Score</u>
64352	Fixed Group Retirement Annuity	**
TSAEG 7-11	Tax Sheltered Annuity Endorsement	**



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**Robert G. Lange**  
**Vice President, General Counsel & Asst. Secretary**

June 15, 2011

\*\*These forms are exempt from any flesch score or readability requirements in your statutes or regulations as it is subject to federal jurisdiction and the language contained therein is drafted to conform to the requirements of federal law.

**Ameritas Life Insurance Corp.**

**Statement of Variability  
Contract 64352**

**CONTRACT COVER:** The following information is bracketed on the contract cover:

1. (a) **Home Office Address**
- (b) **Client Service Office Phone Number**
- (c) **Client Service Office Fax Number**
- (d) **Client Service Office Address**
- (e) **Contractholder** This information is personalized to the contract purchased and included as John Doe specimen information in the submitted contract.
- (f) **Plan** This information is personalized to the contract purchased and included as John Doe specimen information in the submitted contract.
- (g) **Date of Issue** This information is personalized to the contract purchased and included as John Doe specimen information in the submitted contract.
- (h) **Group Annuity Contract Number** This information is personalized to the contract purchased and included as John Doe specimen information in the submitted contract.
- (i) **Officer Signatures and Titles**

**CHARGES AND DEDUCTIONS:**

**Annual Recordkeeping Charge** – The recordkeeping charge could be declared each calendar month, each calendar quarter or each plan year.

**CONTRACT SCHEDULE PAGE:** The following information is bracketed on the Schedule Page:

2. **Contract Number and Contractholder** This information is personalized to the contract purchased and included as John Doe specimen information in the submitted contract.
3. **Guaranteed Investment Account** – the guaranteed minimum interest rate range from 1.5% to 3.0%.
4. **Expense Factor** - the expense component (also called the Contract Management Charge) of the net investment factor is bracketed to allow for expense coverage as it relates to various levels of commissions. This charge ranges from 0% to 2.25%.
5. **Annual Recordkeeping Fee** - bracketed as the charge varies by average participant account value for the contract. Annual charge ranges from \$0 to \$35. The recordkeeping fee will be invoiced either, each calendar month, each calendar quarter or each plan year.
6. **Contingent Deferred Sales Charge** - The purpose of the Contingent Deferred Sales Charge (CDSC) is to recapture unrecouped commission expense incurred by Ameritas upon early termination of the contract. The CDSC requires variability as various commission options are available under this contract. It becomes fixed within the contract at the time of the sale of the contract, as approved by the trustee(s) of the plan purchasing the contract. It may only be changed by signed authorization of the trustee(s) of the plan purchasing the contract.

Below is the range of values possible for the CDSC.

Contingent Deferred Sales Charge		
Contract Duration	Minimum Value	Maximum Value
0 - 1 Year	0%	7%
1 - 2 Years	0%	6%
2 - 3 Years	0%	5%
3 - 4 Years	0%	4%
4 - 5 Years	0%	3%
5 - 6 Years	0%	2%
6 - 7 Years	0%	1%
7 Years Or More	0%	0%