

SERFF Tracking Number: AOIC-127320737 State: Arkansas
 Filing Company: Auto-Owners Life Insurance Company State Tracking Number: 49354
 Company Tracking Number: AR-2011ENDORSEMENTS-07/11
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.002 Flexible Premium
 Variable
 Product Name: Endorsements-IRA
 Project Name/Number: 2011 IRA Endorsements/AR-2011Endorsement-07/11

Filing at a Glance

Company: Auto-Owners Life Insurance Company

Product Name: Endorsements-IRA SERFF Tr Num: AOIC-127320737 State: Arkansas
 TOI: A02I Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 49354
 Variable Closed
 Sub-TOI: A02I.002 Flexible Premium Co Tr Num: AR- State Status: Approved-Closed
 2011ENDORSEMENTS-07/11
 Filing Type: Form Reviewer(s): Linda Bird
 Authors: Christie Janell, Kristin Davis, Michael Van Fossen II Disposition Date: 07/22/2011
 Date Submitted: 07/20/2011 Disposition Status: Approved-Closed
 Implementation Date Requested: On Approval Implementation Date:
 State Filing Description:

General Information

Project Name: 2011 IRA Endorsements Status of Filing in Domicile: Pending
 Project Number: AR-2011Endorsement-07/11 Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments:
 Explanation for Combination/Other: Market Type: Individual
 Submission Type: New Submission Individual Market Type:
 Overall Rate Impact: Filing Status Changed: 07/22/2011
 State Status Changed: 07/22/2011
 Deemer Date: Created By: Michael Van Fossen II
 Submitted By: Michael Van Fossen II Corresponding Filing Tracking Number:
 Filing Description:
 Due to regulatory changes, Auto-Owners Life Insurance Company has updated its Traditional, Roth and SIMPLE Individual Retirement Annuity (IRA) Endorsements. These endorsements are intended to replace the current Traditional, Roth and SIMPLE IRA Endorsements approved in SERFF Filing #AOIC-126898359 (Form numbers 61055 (4-10), 61054 (4-10) and 61056 (4-03), respectively).

This filing consists of the following forms:

Form #61911 (5-11) – Traditional Individual Retirement Annuity Endorsement – this endorsement is attached to every

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Traditional IRA or SEP annuity

Form #61912 (5-11) – Roth Individual Retirement Annuity Endorsement – this endorsement is attached to every Roth annuity

Form #61913 (5-11) – SIMPLE Individual Retirement Annuity Endorsement – this endorsement is attached to every SIMPLE annuity

Please Note: The attached forms are submitted in final printed format and are subject only to minor modifications, such as company logo, company address and phone number, typographical errors, paper stock, ink, and adaptation to computer printing. Additionally, we will consider it acceptable to change variable items (indicated by brackets within the form) in the future without re-filing the forms with your Department, unless you advise otherwise during your review of this filing.

Company and Contact

Filing Contact Information

Kristin Davis, davis.kristin@aoins.com
 544 Cherbourg Dr 517-323-1201 [Phone] 4819 [Ext]
 Ste 200 517-391-1906 [FAX]
 Lansing, MI 48917-5009

Filing Company Information

Auto-Owners Life Insurance Company CoCode: 61190 State of Domicile: Michigan
 P.O. Box 30325 Group Code: 280 Company Type: LAH
 Lansing, MI 48917 Group Name: Auto-Owners Ins State ID Number:
 Group
 (800) 346-0346 ext. [Phone] FEIN Number: 38-1814333

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? Yes
 Fee Explanation: 3 Endorsements.
 Per Company: No

SERFF Tracking Number: AOIC-127320737 *State:* Arkansas
Filing Company: Auto-Owners Life Insurance Company *State Tracking Number:* 49354
Company Tracking Number: AR-2011ENDORSEMENTS-07/11
TOI: A021 Individual Annuities- Deferred Non-Variable *Sub-TOI:* A021.002 Flexible Premium
Product Name: Endorsements-IRA
Project Name/Number: 2011 IRA Endorsements/AR-2011Endorsement-07/11

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Auto-Owners Life Insurance Company	\$50.00	07/20/2011	49936069
Auto-Owners Life Insurance Company	\$100.00	07/20/2011	49945002

SERFF Tracking Number: AOIC-127320737 *State:* Arkansas
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TOI: A021 Individual Annuities- Deferred Non- *Sub-TOI:* A021.002 Flexible Premium
Variable
Product Name: Endorsements-IRA
Project Name/Number: 2011 IRA Endorsements/AR-2011Endorsement-07/11

Disposition

Disposition Date: 07/22/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AOIC-127320737 State: Arkansas
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 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium
 Variable
 Product Name: Endorsements-IRA
 Project Name/Number: 2011 IRA Endorsements/AR-2011Endorsement-07/11

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	No	
Supporting Document	Application	Yes	
Supporting Document	Life & Annuity - Actuarial Memo	Yes	
Form	Traditional Individual Retirement Annuity Endorsement	No	
Form	Roth Individual Retirement Annuity Endorsement	No	
Form	SIMPLE Individual Retirement Annuity Endorsement	No	

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Variable
Product Name: Endorsements-IRA
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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 07/20/2011
Submitted Date 07/20/2011
Respond By Date 08/22/2011

Dear Kristin Davis,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$100.00 is received.

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

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Response Letter

Response Letter Status Submitted to State
Response Letter Date 07/20/2011
Submitted Date 07/20/2011

Dear Linda Bird,

Comments:

Below you will find our response to the July 20, 2011 objection.

Response 1

Comments: An additional \$100.00 has been added on the Filing Fees tab.

Related Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$100.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

If you have any questions, please feel free to contact us. Thank you for your continued assistance.

Sincerely,

Christie Janell, Kristin Davis, Michael Van Fossen II

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Form Schedule

Lead Form Number: 61911 (5-11)

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	61911 (5-11)	Policy/Cont Traditional Individual ract/Fratern Retirement Annuity al Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			61911 (5-11).pdf
	61912 (5-11)	Policy/Cont Roth Individual ract/Fratern Retirement Annuity al Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			61912 (5-11).pdf
	61913 (5-11)	Policy/Cont SIMPLE Individual ract/Fratern Retirement Annuity al Endorsement Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			61913 (5-11).pdf

Auto-Owners Life Insurance Company

TRADITIONAL INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

ARTICLE I

- 1.01 *Purpose of the Endorsement:* The purpose of this Endorsement, which is attached to and made a part of the annuity Contract issued by the Issuer, is to qualify the Contract as an individual retirement annuity (IRA) under Code Section 408(b) to provide for the IRA Owner's retirement and for the support of his or her Beneficiary(ies) after death. The Contract is established for the exclusive benefit of the IRA Owner and his or her Beneficiary(ies). If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C) maintained for the benefit of a Designated Beneficiary of a deceased individual, references in this document to the "IRA Owner" are to the deceased individual. If any provisions of the Contract conflict with this Endorsement, the provisions of this Endorsement will apply.
- 1.02 *Ownership Provisions:* The IRA Owner's interest in the Contract is nonforfeitable and nontransferable and the IRA Owner may exercise all rights under the Contract during his or her lifetime. In addition, the Contract may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose.
- 1.03 *For More Information:* To obtain more information concerning the rules governing this Endorsement, contact the Issuer listed on the Application.

ARTICLE II - DEFINITIONS

The following words and phrases, when used in this Endorsement with initial capital letters, shall, for the purpose of this Endorsement, have the meanings set forth below unless the context indicates that other meanings are intended.

- 2.01 *Application:* Means the document executed by the IRA Owner through which the IRA Owner adopts this Endorsement and thereby agrees to be bound by all terms and conditions of this Endorsement.
- 2.02 *Beneficiary:* Means the individual(s) or entity(ies) properly named to receive any

remaining IRA benefits upon the death of the IRA Owner.

- 2.03 *Code:* Means the Internal Revenue Code of 1986, as amended from time to time.
- 2.04 *Contract:* Means the annuity contract used in conjunction with this Endorsement.
- 2.05 *Designated Beneficiary:* Means the Beneficiary named as of the date of the IRA Owner's death who remains a Beneficiary as of September 30 of the year following the year of the IRA Owner's death.
- 2.06 *Endorsement:* Means this IRA Endorsement.
- 2.07 *IRA:* Means a Traditional IRA as defined in Code Section 408(b) unless otherwise indicated.
- 2.08 *IRA Owner:* Means the individual who participates in this IRA, thereby owning the Contract.
- 2.09 *Issuer:* Means Auto-Owners Life Insurance Company.
- 2.10 *Premium:* Means any payments made to the IRA.
- 2.11 *Regulations:* Means the Treasury regulations.
- 2.12 *Roth IRA:* Means an IRA as defined in Code Sections 408A and 408(b).
- 2.13 *SIMPLE IRA:* Means an IRA which satisfies the requirements of Code Sections 408(b) and 408(p).

ARTICLE III - PREMIUM PAYMENTS

- 3.01 *Maximum Permissible Premiums.* The Issuer may accept Premiums on behalf of the IRA Owner for a tax year of the IRA Owner.
- A. **Regular Premiums.** Except in the case of a rollover Premium (as permitted by Code Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a Premium made in accordance with the terms of a simplified employee pension (SEP) plan as

described in Code Section 408(k), no Premiums will be accepted unless they are in cash, and the total of such Premiums shall not exceed the lesser of 100 percent of the IRA Owner's compensation, or \$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the Premium limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 219(b)(5)(D). Such adjustments will be in multiples of \$500.

If the IRA Owner makes regular Premiums to both Traditional and Roth IRAs for a taxable year, the maximum regular Premium that can be made to all the IRA Owner's Traditional IRAs for that taxable year is reduced by the regular Premiums made to the IRA Owner's Roth IRAs for the taxable year.

- B. **Catch-Up Premiums.** In the case of an IRA Owner who is age 50 or older by the close of the taxable year, the annual Premium limit is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.
- C. **Additional Premiums.** In addition to the amounts described in Sections 3.01(A) and (B) of this Endorsement, an IRA Owner may make additional Premiums specifically authorized by statute such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster, and certain amounts received in connection with the Exxon Valdez litigation.
- D. **Employees of Certain Bankrupt Employers.** In addition to the amounts described in Section 3.01(A) and (C) of this Endorsement, an IRA Owner who was a participant in a Code Section 401(k) plan of a certain employer in bankruptcy described in Code Section 219(b)(5)(C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. An IRA Owner who makes Premiums under this section may not also make catch-up Premiums.
- E. **SIMPLE IRA.** No Premiums will be accepted under a SIMPLE IRA plan established by an employer pursuant to Code Section 408(p). Also, no transfer or

rollover of funds attributable to Premiums made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the employee first participated in that employer's SIMPLE IRA plan.

- F. **Inherited IRA.** If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C), no Premiums will be accepted.

- 3.02 **Excess Premium.** Any refund of Premiums (other than those attributable to excess Premiums) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future Premiums or the purchase of additional benefits.
- 3.03 **Contract Requirements.** If Premiums are interrupted, the Contract will be reinstated at any date prior to maturity upon payment of a Premium other than a rollover or transfer Premium, to the Issuer, and the minimum Premium amount for reinstatement shall be \$____ (not to exceed \$50). However, the Issuer may, at its option, either accept additional future Premiums or terminate the Contract by payment in cash of the then present value of the paid up benefit if no Premiums have been received for two full consecutive policy years and the paid up annuity benefit at maturity would be less than \$20 per month.

ARTICLE IV - DISTRIBUTION REQUIREMENTS

- 4.01 **IRA Owner Distributions.** Notwithstanding any provision of this IRA to the contrary, the distribution of the IRA Owner's interest in the IRA shall be made in accordance with the requirements of Code Section 408(b)(3) 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 IRA (as determined under Section 4.01(D) of this Endorsement) must satisfy the requirements of Code Section 408(a)(6) and the Regulations thereunder, rather than Section 4.01(A), (B), and (C) and Section 4.02 of this Endorsement.
 - A. The entire interest of the IRA Owner for whose benefit the IRA is maintained will commence to be distributed no later than

the first day of April following the calendar year in which such IRA Owner attains age 70 1/2 (the "required beginning date") over

1. the IRA Owner's life or the lives of such IRA Owner and his or her Designated Beneficiary(ies), or
2. a period certain not extending beyond the IRA Owner's life expectancy or the joint and last survivor expectancy of such IRA Owner and his or her Designated Beneficiary(ies).

Distributions must be made in periodic payments at intervals of no longer than one year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of Regulations Section 1.401(a)(9)-6. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of 1.401(a)(9)-6. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C), this paragraph and Section 4.01(B) and (C) of this Endorsement do not apply.

- B. The distribution periods described in Section 4.01(A) of this Endorsement cannot exceed the periods specified in Regulations Section 1.401(a)(9)-6.
- C. The first required distribution can be made as late as the required beginning date and must be the distribution that is required for one payment interval. The second distribution need not be made until the end of the next payment interval.
- D. The "interest" in the IRA for purposes of this Section is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers, and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.
- E. If the IRA Owner fails to elect a method of distribution by his or her required beginning date, the Issuer shall have complete and sole discretion to do any one of the following:
 - make no distribution until the IRA Owner provides a proper withdrawal request;

- distribute the IRA Owner's entire interest in a single sum payment;
- distribute the IRA Owner's entire interest over a period certain not extending beyond the IRA Owner's life expectancy or the life expectancy of the IRA Owner and his or her Beneficiary; or
- annuitize the IRA within the parameters described in this Section.

The Issuer will not be liable for any penalties or taxes related to the IRA Owner's failure to take a required minimum distribution.

4.02 *Beneficiary Rights.* If the IRA Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows:

- A. **Death on or After Required Beginning Date.** If the IRA Owner dies on or after the date required distributions commence, the remaining portion of such IRA Owner's interest will continue to be distributed under the Contract option chosen.
- B. **Death Before Required Beginning Date.** If the IRA Owner dies before required distributions commence, such IRA Owner's entire interest will be distributed at least as rapidly as follows:
 1. If the Designated Beneficiary is someone other than the IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the IRA Owner'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 IRA Owner's death, or, if elected, in accordance with Section 4.02(B)(3) of this Endorsement. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C) established for the benefit of a nonspouse Designated Beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code Section 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse Designated Beneficiary may elect to have

distributions made under this Section if the transfer is made no later than the end of the year following the year of death.

2. If the IRA Owner's sole Designated Beneficiary is the IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the IRA Owner's death (or by the end of the calendar year in which the IRA Owner would have attained age 70 1/2, if later), over such spouse's life expectancy, or, if elected, in accordance with Section 4.02(B)(3) of this Endorsement. If the surviving spouse dies before required distributions are required to begin, 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 Section 4.02(B)(3) of this Endorsement. 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.
3. If there is no Designated Beneficiary, or, if applicable by operation of Section 4.02(B)(1) or (B)(2) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the IRA Owner's death (or the spouse's death in the case of the surviving spouse's death before distributions are required to begin under Section 4.02(B)(2) of this Endorsement).
4. Life expectancy is determined using the Single Life Table in Q&A-1 of Regulations Section 1.401(a)(9)-9. 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 Section 4.02(B)(1) or (2) of this Endorsement and reduced by one for each subsequent year.

- C. The "interest" in the IRA for purposes of this Section is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers, and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.
- D. For purposes of Sections 4.02(A) and (B) of this Endorsement, required distributions are considered to commence on the IRA Owner's required beginning date, or, if applicable, on the date distributions are required to begin to the surviving spouse under Section 4.02 (B)(2) of this Endorsement. 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 Regulations Section 1.401(a)(9)-6, the required distributions are considered to commence on the annuity starting date.
- E. If the Designated Beneficiary is the IRA Owner's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse, who is the sole Beneficiary of the IRA, makes a Premium to the IRA or fails to take required distributions as a Beneficiary.
- F. The required minimum distributions payable to a Designated Beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same deceased IRA Owner in accordance with Q&A-9 of Regulations Section 1.408-8.
- G. If the Beneficiary payment election described in Section 4.02 is not made by December 31 of the year following the year the IRA Owner dies, the Issuer reserves the right to elect, in its complete and sole discretion, to do any one of the following:
 - make no distribution until the Beneficiary(ies) provides a proper withdrawal request;

- distribute the entire IRA to the Beneficiary(ies) in a single sum payment; or
- distribute the entire remaining interest to the Beneficiary(ies) pursuant to the applicable option in Sections 4.02(A) or (B) of this Endorsement.

The Issuer will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

ARTICLE V - REPORTING

The IRA Owner agrees to provide the Issuer with information necessary for the Issuer to prepare any report required under Code Section 408(i), Regulations Sections 1.408-5 and 1.408-6, and under guidance published by the Internal Revenue Service (IRS).

The Issuer shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the IRS.

Executed by the Auto-Owners Life Insurance Company at its Home Office in Lansing, Michigan as of the Policy Date unless another date is shown here.

[*Joe Secretary*]
Secretary

[*John President*]
President

ARTICLE VI - AMENDMENTS

Any amendment made for the purpose of complying with provisions of the Code and related Regulations may be made without the consent of the IRA Owner. The IRA Owner will be deemed to have consented unless the IRA Owner notifies the Issuer that he or she does not consent within 30 days from the date the Issuer mails the amendment to the IRA Owner.

ARTICLE VII - RESPONSIBILITY OF THE PARTIES

The Issuer shall not be responsible for any penalties, taxes, judgments, or expenses incurred by the IRA Owner in connection with this IRA and shall have no duty to determine whether any Premiums to or distributions from this IRA comply with the Code, Regulations, rulings or this Endorsement.

Auto-Owners Life Insurance Company

ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

ARTICLE I

1.01 *Purpose of the Endorsement:* The purpose of this Endorsement, which is attached to and made a part of the annuity Contract issued by the Issuer, is to qualify the Contract as a Roth individual retirement annuity (IRA) under Code Sections 408A and 408(b) to provide for the Roth IRA Owner's retirement and for the support of his or her Beneficiary(ies) after death. The Contract is established for the exclusive benefit of the Roth IRA Owner and his or her Beneficiary(ies). If this is an inherited Roth IRA within the meaning of Code Section 408(d)(3)(C) maintained for the benefit of a Designated Beneficiary of a deceased individual, references in this document to the "Roth IRA Owner" are to the deceased individual. If any provisions of the Contract conflict with this Endorsement, the provisions of this Endorsement will apply.

1.02 *Ownership Provisions:* The Roth IRA Owner's interest in the Contract is nonforfeitable and nontransferable and the Roth IRA Owner may exercise all rights under the Contract during his or her lifetime. In addition, the Contract may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose.

1.03 *For More Information:* To obtain more information concerning the rules governing this Endorsement, contact the Issuer listed on the Application.

ARTICLE II - DEFINITIONS

The following words and phrases, when used in this Endorsement with initial capital letters, shall, for the purpose of this Endorsement, have the meanings set forth below unless the context indicates that other meanings are intended.

2.01 *Application:* Means the document executed by the Roth IRA Owner through which the Roth IRA Owner adopts this Endorsement and thereby agrees to be bound by all terms and conditions of this Endorsement.

2.02 *Beneficiary:* Means the individual(s) or entity(ies) properly named to receive any

remaining Roth IRA benefits upon the death of the Roth IRA Owner.

2.03 *Code:* Means the Internal Revenue Code of 1986, as amended from time to time.

2.04 *Compensation:* For purposes of Section 3.01 of this Endorsement, compensation means wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Code Section 401(c)(2) (reduced by the deduction the self-employed Roth IRA Owner takes for contributions made to a self-employed retirement plan). For purposes of this definition, Code Section 401(c)(2) shall be applied as if the term trade or business for purposes of Code Section 1402 included service described in Code Section 1402(c)(6). The term compensation shall include any amount includible in the Roth IRA Owner's gross income under Code Section 71 with respect to a divorce or separation instrument described in Code Section 71(b)(2)(A). Compensation also includes any differential wage payments as defined in Code Section 3401(h)(2).

Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income (determined without regard to Code Section 112). Compensation also does not include any amount received as a pension or annuity or as deferred compensation. In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a Roth IRA Premium.

2.05 *Contract:* Means the annuity contract used in conjunction with this Endorsement.

- 2.06 *Conversion Premium:* Means a contribution described in Code Section 408A(e) from a Traditional or SIMPLE IRA to a Roth IRA.
- 2.07 *Designated Beneficiary:* Means the Beneficiary named as of the date of the Roth IRA Owner's death who remains Beneficiary as of September 30 of the year following the year of the Roth IRA Owner's death.
- 2.08 *Endorsement:* Means this Roth IRA Endorsement.
- 2.09 *IRA:* Means a Roth IRA as defined in Code Sections 408(A) and 408(b) unless otherwise indicated.
- 2.10 *Issuer:* Means Auto-Owners Life Insurance Company.
- 2.11 *Premium:* Means any payments made to the Roth IRA.
- 2.12 *Regulations:* Means the Treasury regulations.
- 2.13 *Roth IRA Owner:* Means the individual who participates in this Roth IRA, thereby owning the Contract.
- 2.14 *SIMPLE IRA:* Means an IRA which satisfies the requirements of Code Sections 408(b) and 408(p).
- 2.15 *Traditional IRA:* Means an IRA as defined in Code Section 408(a) or 408(b).

ARTICLE III - PREMIUM PAYMENTS

3.01 *Premium Limits*

A. **Maximum Permissible Amount.** Except in the case of a qualified rollover Premium (as described in Section 3.01(G) of this Endorsement) or a recharacterization (as described in Section 3.01(F) of this Endorsement), no Premium will be accepted unless it is in cash, and the total of such Premiums to all the Roth IRA Owner's Roth IRAs for a taxable year does not exceed the applicable amount (as defined in Section 3.01(B) of this Endorsement), or the Roth IRA Owner's Compensation (as defined in Section 2.04 of this Endorsement), if less, for that taxable year. The Premium described in the previous sentence that may not exceed the lesser of the applicable amount of the Roth IRA Owner's Compensation is referred to as a regular Premium. However, notwithstanding the

preceding limits on Premiums, a Roth IRA Owner may make additional Premiums specifically authorized by statute - such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster, and certain amounts received in connection with the Exxon Valdez litigation. Premiums may be limited under Sections 3.01(C), (D), and (E) of this Endorsement.

B. **Applicable Amount.** The applicable amount is determined below:

1. If the Roth IRA Owner is under age 50, the applicable amount is \$5,000 for any taxable year beginning in 2008 and years thereafter. After 2008, the applicable Premium limit may be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 219(b)(5)(D). Such adjustments will be in multiples of \$500.
2. If the Roth IRA Owner is 50 or older, the applicable amount under Section 3.01(B)(1) of this Endorsement is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.
3. If the Roth IRA Owner was a participant in a Code Section 401(k) plan of a certain employer in bankruptcy described in Code Section 219(b)(5)(C), then the applicable amount under Section 3.01(B)(1) of this Endorsement is increased by \$3,000 for taxable years beginning after 2006 and before 2010 only. A Roth IRA Owner who makes Premiums under this Section 3.01(B)(3) may not also make Premiums under Section 3.01(B)(2).

C. **Regular Premium Limit.** The maximum regular Premium that can be made to all the Roth IRA Owner's Roth IRAs for a taxable year is the smaller amount determined under (1) or (2) below.

1. If a Roth IRA Owner's modified adjusted gross income (MAGI) falls within certain limits, as described in the following table, the maximum regular Premium that can be made to all the Roth IRA Owner's IRAs for a taxable year is phased out ratably in accordance with the following table:

Filing Status	Full Premium	Phase-Out Range MAGI	No Premium
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widow(er)	\$150,000 or less	Between \$150,000 and \$160,000	\$160,000 or more
Married - Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

A Roth IRA Owner's MAGI for a taxable year is defined in Code Section 408A(c)(3) and does not include any amount included in adjusted gross income as a result of a qualified rollover Premium. If the Roth IRA Owner's MAGI for a taxable year is in the phase-out range, the maximum regular Premium determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, the MAGI limits above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 408A(c)(3). Such adjustments will be in multiples of \$1,000.

- If the Roth IRA Owner makes regular Premiums to both Roth and Traditional IRAs for a taxable year, the maximum regular Premium that can be made to all the Roth IRA Owner's IRAs for that taxable year is reduced by the regular Premiums made to the Roth IRA Owner's Traditional IRAs for the taxable year.

D. **SIMPLE IRA Limits.** No Premiums will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the two-year period beginning on the date the employee first participated in that employer's SIMPLE IRA plan.

- Inherited Roth IRA.** If this is an inherited Roth IRA within the meaning of Code Section 408(d)(3)(C), no regular Roth IRA Premiums will be accepted.
- Recharacterization.** A regular Premium to a Traditional IRA may be recharacterized pursuant to the rules in Regulations Section 1.408A-5 as a regular Premium to this Roth IRA, subject to the limits in Section 3.01(C) of this Endorsement.
- Qualified Rollover Premium.** A qualified rollover Premium is a rollover of a distribution from an eligible retirement plan described in Code Section 402(c)(8)(B). If the distribution is from a Roth IRA, the rollover must meet the requirements of Code Section 408(d)(3), except the one-rollover-per-year rule of Code Section 408(d)(3)(B) does not apply if the distribution is from a Traditional or SIMPLE IRA. If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements of Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16), as applicable. A qualified rollover Premium also includes Sections 3.01(G)(1) and (2) below.

- All or part of a military death gratuity or servicemembers' group life insurance (SGLI) payment may be contributed if the Premium is made within one year of receiving the gratuity or payment. Such Premiums are disregarded for purposes of the one-rollover-per-year rule under Code Section 408(d)(3)(B).
- All or part of an airline payment (as defined in Section 125 of the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA), Pub. L. 110-458) received by certain airline employees may be contributed if the Premium is made within 180 days of receiving the payment.

3.02 **Excess Premium.** Any refund of Premiums (other than those attributable to excess Premiums) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future Premiums or the purchase of additional benefits.

3.03 *Contract Requirements.* If Premiums are interrupted, the Contract will be reinstated at any date prior to maturity upon payment of a Premium to the Issuer, and the minimum Premium amount for reinstatement shall be _____ (not to exceed \$50). However, the Issuer may, at its option, either accept additional future payments or terminate the Contract by payment in cash of the then present value of the paid up benefit if no Premiums have been received for two full consecutive policy years and the paid up annuity benefit at maturity would be less than \$20 per month.

ARTICLE IV - DISTRIBUTION REQUIREMENTS

4.01 *Roth IRA Owner Distributions.* No amount is required to be distributed from the Contract prior to the death of the Roth IRA Owner for whose benefit the Contract was originally established. If this is an inherited Roth IRA within the meaning of Code Section 408(d)(3)(C), this Section does not apply.

4.02 *Beneficiary Rights.* If the Roth IRA Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows:

A. Notwithstanding any provision of this Roth IRA to the contrary, the distribution of the Roth IRA Owner's interest in the Roth IRA shall be made in accordance with the requirements of Code Section 408(b)(3), as modified by Code Section 408A(c)(5), 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 Roth IRA (as determined under Section 4.02(C) of this Endorsement) must satisfy the requirements of Code Section 408(a)(6), as modified by Code Section 408A(c)(5), and the Regulations thereunder, rather than the distribution rules in Sections 4.02(B), (C), (D), and (E) of this Endorsement.

B. Upon the death of the Roth IRA Owner, his or her entire interest will be distributed at least as rapidly as follows:

1. If the Designated Beneficiary is someone other than the Roth IRA

Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Roth IRA Owner's death, over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Designated Beneficiary as of his or her birthday in the year following the year of the Roth IRA Owner's death, or, if elected, in accordance with Section 4.02(B)(3) of this Endorsement. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C) established for the benefit of a nonspouse Designated Beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code Section 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse Designated Beneficiary may elect to have distributions made under this Section if the transfer is made no later than the end of the year following the year of death.

2. If the Roth IRA Owner's Designated Beneficiary is the Roth IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Roth IRA Owner's death (or by the end of the calendar year in which the Roth IRA Owner would have attained age 70 1/2, if later), over such spouse's life expectancy, or, if elected, in accordance with Section 4.02(B)(3) of this Endorsement. 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 Section 4.02(B)(3) of this Endorsement.

- 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.
3. If there is no Designated Beneficiary, or if applicable by operation of Section 4.02(B)(1) or (B)(2) of this Endorsement, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Roth IRA Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under Section 4.02(B)(2) of this Endorsement).
 4. Life expectancy is determined using the Single Life Table in Q&A-1 of Regulations Section 1.401(a)(9)-9. 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 Designated Beneficiary's age in the year specified in Section 4.02(B)(1) or (2) of this Endorsement, and reduced by one for each subsequent year.
- C. The "interest" in the Roth IRA for purposes of Section 4.02 of this Endorsement is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers, and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the Roth IRA, such as guaranteed death benefits.
- D. For purposes of Section 4.02(B)(2) of this Endorsement, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such Section. 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 Regulations Section 1.401(a)(9)-6, then required distributions are considered to commence on the annuity starting date.
- E. If the sole Designated Beneficiary is the Roth IRA Owner's surviving spouse, the spouse may elect to treat the Roth IRA as his or her own Roth IRA. This election will be deemed to have been made if such surviving spouse, who is the sole Beneficiary of the Roth IRA, makes a Premium to the Roth IRA or fails to take required distributions as a Beneficiary.
 - F. The required minimum distributions payable to a Designated Beneficiary from this Roth IRA may be withdrawn from another Roth IRA the Beneficiary holds from the same decedent in accordance with Q&A-9 of Regulations Section 1.408-8.
 - G. If the Beneficiary payment election described above is not made by December 31 of the year following the year the Roth IRA Owner dies, the Issuer reserves the right to elect, in its complete and sole discretion, to do any one of the following:
 - make no distribution until the Beneficiary(ies) provides a proper withdrawal request;
 - distribute the entire Roth IRA to the Beneficiary(ies) in a single sum payment; or
 - distribute the entire remaining interest to the Beneficiary(ies) pursuant to the applicable option in Section 4.02(B) of this Endorsement.
- The Issuer will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

ARTICLE V - REPORTING

The Roth IRA Owner agrees to provide the Issuer with information necessary for the Issuer to prepare any report(s) required under the Code and related Regulations including Code Sections 408(i) and 408A(d)(3)(D) and Regulations Sections 1.408-5 and 1.408-6 and under guidance published by the Internal Revenue Service (IRS).

The Issuer shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the IRS.

ARTICLE VI - AMENDMENTS

Any amendment made for the purpose of complying with provisions of the Code and related Regulations may be made without the consent of the Roth IRA Owner. The Roth IRA Owner will be deemed to have consented unless the Roth IRA Owner notifies the Issuer that he or she does not consent within 30 days from the date the Issuer mails the amendment to the Roth IRA Owner.

ARTICLE VII - RESPONSIBILITY OF THE PARTIES

The Issuer shall not be responsible for any penalties, taxes, judgments, or expenses incurred by the Roth IRA Owner in connection with this IRA and shall have no duty to determine whether any Premiums to or distributions from this Roth IRA comply with the Code, Regulations, rulings, or this Endorsement.

Executed by the Auto-Owners Life Insurance Company at its Home Office in Lansing, Michigan as of the policy date unless another date is shown here.

[~~Signature~~]
Secretary

[~~Signature~~]
President

Auto-Owners Life Insurance Company

SIMPLE INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

ARTICLE I

- 1.01 *Purpose of the Endorsement:* The purpose of this Endorsement, which is attached to and made a part of the annuity Contract issued by the Issuer, is to qualify the Contract as a SIMPLE individual retirement annuity (IRA) under Code Section 408(p) and 408(b) to provide for the SIMPLE IRA Owner's retirement and for the support of his or her Beneficiary(ies) after death. The Contract is established for the exclusive benefit of the SIMPLE IRA Owner and his or her Beneficiary(ies). If this is an inherited SIMPLE IRA, within the meaning of Code Section 408(d)(3)(C), maintained for the benefit of a Designated Beneficiary of a deceased individual, references in this document to the "SIMPLE IRA Owner" are to the deceased individual. If any provisions of the Contract conflict with this Endorsement, the provisions of this Endorsement will apply.
- 1.02 *Ownership Provisions:* The SIMPLE IRA Owner's interest in the Contract is nonforfeitable and nontransferable and the SIMPLE IRA Owner may exercise all rights under the Contract during his or her lifetime. In addition, the Contract may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose.
- 1.03 *For More Information:* To obtain more information concerning the rules governing this Endorsement, contact the Issuer listed on the Application.
- 2.02 *Beneficiary:* Means the individual(s) or entity(ies) properly named to receive any remaining SIMPLE IRA benefits upon the death of the SIMPLE IRA Owner.
- 2.03 *Code:* Means the Internal Revenue Code of 1986, as amended from time to time.
- 2.04 *Contract:* Means the annuity contract used in conjunction with this Endorsement.
- 2.05 *Designated Beneficiary:* Means the Beneficiary named as of the date of the SIMPLE IRA Owner's death who remains a Beneficiary as of September 30 of the year following the year of the SIMPLE IRA Owner's death.
- 2.06 *Endorsement:* Means this SIMPLE IRA Endorsement.
- 2.07 *IRA:* Means a SIMPLE IRA as defined in Code Section 408(p) and 408(b) unless otherwise indicated.
- 2.08 *Issuer:* Means Auto-Owners Life Insurance Company.
- 2.09 *Premium:* Means any payments made to the SIMPLE IRA.
- 2.10 *Regulations:* Means the Treasury regulations.
- 2.11 *SIMPLE IRA:* Means an IRA which satisfies the requirements of Code Sections 408(b) and 408(p).
- 2.12 *SIMPLE IRA Owner:* Means the individual who participates in this SIMPLE IRA, thereby owning the Contract.

ARTICLE II - DEFINITIONS

The following words and phrases, when used in this Endorsement with initial capital letters, shall, for the purpose of this Endorsement, have the meanings set forth below unless the context indicates that other meanings are intended.

- 2.01 *Application:* Means the document executed by the SIMPLE IRA Owner through which the SIMPLE IRA Owner adopts this Endorsement and thereby agrees to be bound by all terms and conditions of this Endorsement.

ARTICLE III - PREMIUM PAYMENTS

- 3.01 *Permissible Premiums.* The only Premiums permitted to this Contract are cash Premiums under a qualified salary reduction arrangement as defined in Code Section 408(p) and rollover or transfers of assets from another SIMPLE IRA of the SIMPLE IRA Owner. No other Premiums will be accepted. Both elective deferrals and employer Premiums may be permitted.

Premiums shall not exceed the limits specified in Code Section 408(p) and other applicable sections of the Code and related Regulations.

- 3.02 *Excess Premium.* Any refund of Premiums (other than those attributable to excess Premiums) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future Premiums or the purchase of additional benefits.
- 3.03 *Contract Requirements.* If the Premiums are interrupted, the Contract will be reinstated at any date prior to maturity upon payment of a Premium other than a rollover or transfer Premium, to the Issuer, and the minimum Premium amount for reinstatement shall be _____ (not to exceed \$50). However, the Issuer may, at its option, either accept additional future Premiums or terminate the Contract by payment in cash of the then present value of the paid up benefit if no Premiums have been received for two full consecutive policy years and the paid up annuity benefit at maturity would be less than \$20 per month.

ARTICLE IV - DISTRIBUTION REQUIREMENTS

- 4.01 *SIMPLE IRA Owner Distributions.*
- A. Notwithstanding any provision of this SIMPLE IRA to the contrary, the distribution of the SIMPLE IRA Owner's interest in the SIMPLE IRA shall be made in accordance with the requirements of Code Section 408(b)(3) 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 SIMPLE IRA (as determined under Section 4.02(C) of this Endorsement) must satisfy the requirements of Code Section 408(a)(6) and the Regulations thereunder, rather than Sections (B), (C), and (D) below and Section 4.02 of this Endorsement.
- B. The entire interest of the SIMPLE IRA Owner, for whose benefit the SIMPLE IRA is maintained, will commence to be distributed no later than the first day of April following the calendar year in which such SIMPLE IRA Owner attains age 70 1/2 (the "required beginning date") over

1. the SIMPLE IRA Owner's life or the lives of such SIMPLE IRA Owner and his or her Designated Beneficiary(ies), or
2. a period certain not extending beyond the SIMPLE IRA Owner's life expectancy or the joint and last survivor expectancy of such SIMPLE IRA Owner and his or her Designated Beneficiary(ies).

Distributions must be made in periodic payments at intervals of no longer than one year and must be either non-increasing or they may increase only as provided in Q&As-1 and -4 of Regulations Section 1.401(a)(9)-6. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Regulations Section 1.401(a)(9)-6. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C), this paragraph and Sections 4.01(C) and (D) of this Endorsement do not apply.

- C. The distribution periods described in Section 4.01(B) of this Endorsement cannot exceed the periods specified in Regulations Section 1.401(a)(9)-6.
- D. The first required distribution can be made as late as the required beginning date and must be the distribution that is required for one payment interval. The second distribution need not be made until the end of the next payment interval.
- E. If the SIMPLE IRA Owner fails to elect a method of distribution by his or her required beginning date, the Issuer shall have complete and sole discretion to do any one of the following:
- make no distribution until the SIMPLE IRA Owner provides a proper withdrawal request;
 - distribute the SIMPLE IRA Owner's entire interest in a single sum payment;
 - distribute the SIMPLE IRA Owner's entire interest over a period certain not extending beyond the SIMPLE IRA Owner's life expectancy or the life expectancy of the SIMPLE IRA Owner and his or her Beneficiary; or
 - annuitize the SIMPLE IRA within the parameters described in this Section.

The Issuer will not be liable for any penalties or taxes related to the SIMPLE IRA Owner's failure to take a required minimum distribution.

- F. If this SIMPLE IRA is maintained by a designated financial institution (within the meaning of Code Section 408(p)(7)) under the terms of a SIMPLE IRA plan of the SIMPLE IRA Owner's employer, the SIMPLE IRA Owner must be permitted to transfer the SIMPLE IRA Owner's balance without cost or penalty (within the meaning of Code Section 408(p)(7) to another SIMPLE IRA of the SIMPLE IRA Owner that is qualified under Code Section 408(a), (b), or (p), or to another eligible retirement plan described in Code Section 402(c)(8)(B).
- G. Prior to the expiration of the two-year period beginning on the date the SIMPLE IRA Owner first participated in any SIMPLE IRA plan maintained by the SIMPLE IRA Owner's employer, any rollover or transfer by the SIMPLE IRA Owner of funds from this SIMPLE IRA must be made to another SIMPLE IRA of the SIMPLE IRA Owner. Any distribution of funds to the SIMPLE IRA Owner during this two-year period may be subject to a 25-percent additional tax if the SIMPLE IRA Owner does not roll over the amount distributed into a SIMPLE IRA. After the expiration of this two-year period, the SIMPLE IRA Owner may roll over or transfer funds to any IRA of the SIMPLE IRA Owner that is qualified under Code Section 408(a), (b), or (p), or to another eligible retirement plan described in Code Section 402(c)(8)(B).

4.02 *Beneficiary Rights.* If the SIMPLE IRA Owner dies before his or her entire interest is distributed to him or her, the entire remaining interest will be distributed as follows:

- A. **Death on or After Required Distributions Commence.** If the SIMPLE IRA Owner dies on or after the date the required distributions commence, the remaining portion of such SIMPLE IRA Owner's interest will continue to be distributed under the Contract option chosen.
- B. **Death Before Required Distributions Commence.** If the SIMPLE IRA Owner dies before required distributions commence,

such SIMPLE IRA Owner's entire interest will be distributed at least as rapidly as follows:

1. If the Designated Beneficiary is someone other than the SIMPLE IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the SIMPLE IRA Owner'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 SIMPLE IRA Owner's death, or, if elected, in accordance with Section 4.02(B)(3) of this Endorsement.
2. If the SIMPLE IRA Owner's sole Designated Beneficiary is the SIMPLE IRA Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the SIMPLE IRA Owner's death (or by the end of the calendar year in which the SIMPLE IRA Owner would have attained age 70 1/2, if later), over such spouse's life expectancy, or, if elected, in accordance with Section 4.02(B)(3) of this Endorsement. 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 Section 4.02(B)(3) of this Endorsement. 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.
3. If there is no Designated Beneficiary, or, if applicable by operation of Sections 4.02(B)(1) or (B)(2) of this Endorsement, the entire interest will be distributed by the end of the calendar

year containing the fifth anniversary of the SIMPLE IRA Owner's death (or the spouse's death in the case of the surviving spouse's death before distributions are required to begin under Section 4.02(B)(2) of this Endorsement).

4. Life expectancy is determined using the Single Life Table in Q&A-1 of Regulations Section 1.401(a)(9)-9. 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 Section 4.02(B)(1) or (2) of this Endorsement and reduced by one for each subsequent year.
- C. The "interest" in the SIMPLE IRA for purposes of this Section is the prior December 31 balance adjusted to include the amount of any outstanding rollovers, transfers, and recharacterizations under Q&As-7 and -8 of Regulations Section 1.408-8 and the actuarial value of any other benefits provided under the SIMPLE IRA, such as guaranteed death benefits.
- D. For purposes of Sections 4.02(A) and (B) of this Endorsement, required distributions are considered to commence on the SIMPLE IRA Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under Section 4.02(B)(2) of this Endorsement. 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 Regulations Section 1.401(a)(9)-6, the required distributions are considered to commence on the annuity starting date.
- E. If the Designated Beneficiary is the SIMPLE IRA Owner's surviving spouse, the spouse may elect to treat the SIMPLE IRA as his or her own SIMPLE IRA. This election will be deemed to have been made if such surviving spouse, who is the sole Beneficiary of the SIMPLE IRA, makes a

Premium to the SIMPLE IRA (permitted under the Premium rules for SIMPLE IRAs as if the surviving spouse were the Owner) or fails to take required distributions as a Beneficiary.

- F. The required minimum distributions payable to a Designated Beneficiary from this SIMPLE IRA may be withdrawn from another SIMPLE IRA the beneficiary holds from the same deceased SIMPLE IRA Owner in accordance with Q&A-9 of Regulations Section 1.408-8.
- G. If the Beneficiary payment election described in Section 4.02 of this Endorsement is not made by December 31 of the year following the year the SIMPLE IRA Owner dies, the Issuer reserves the right to elect, in its complete and sole discretion, to do any one of the following:
 - make no distribution until the Beneficiary(ies) provides a proper withdrawal request;
 - distribute the entire SIMPLE IRA to the Beneficiary(ies) in a single sum payment; or
 - distribute the entire remaining interest to the Beneficiary(ies) pursuant to the applicable option in Sections 4.02(A) or (B) of this Endorsement.

The Issuer will not be liable for any penalties or taxes related to the Beneficiary's failure to take a required minimum distribution.

ARTICLE V - REPORTING

The SIMPLE IRA Owner agrees to provide the Issuer with information necessary for the Issuer to prepare any report required under Code Sections 408(l) and 408(l)(2)(B) and Regulations Sections 1.408-5 and 1.408-8.

The Issuer shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the IRS.

If Premiums made on behalf of the SIMPLE IRA Owner under a SIMPLE IRA plan maintained by the SIMPLE IRA Owner's employer are received directly by the Issuer from the employer, the Issuer will provide the employer with the summary description required by Code Section 408(l)(2)(B). Notwithstanding the foregoing, the Issuer will be deemed to have satisfied its

summary description reporting requirements under Code Section 408(l)(2) if either:

- a. the Issuer provides a summary description directly to the SIMPLE IRA Owner, or
- b. the Issuer provides its name, address and withdrawal procedures to the SIMPLE IRA Owner and the SIMPLE IRA Owner's employer provides the SIMPLE IRA Owner with all other required information.

ARTICLE VI - AMENDMENTS

Any amendment made for the purpose of complying with provisions of the Code and related Regulations may be made without the consent of the SIMPLE IRA Owner.

The SIMPLE IRA Owner will be deemed to have consented unless the SIMPLE IRA Owner notifies the Issuer that he or she does not consent within 30 days from the date the Issuer mails the amendment to the SIMPLE IRA Owner.

ARTICLE VII - RESPONSIBILITY OF THE PARTIES

The Issuer shall not be responsible for any penalties, taxes, judgments, or expenses incurred by the SIMPLE IRA Owner in connection with this SIMPLE IRA and shall have no duty to determine whether any Premiums to or distributions from this SIMPLE IRA comply with the Code, Regulations, rulings, or this Endorsement.

Executed by the Auto-Owners Life Insurance Company at its Home Office in Lansing, Michigan as of the Policy Date unless another date is shown here.

[*Joe Secretary*]
Secretary

[*John President*]
President

SERFF Tracking Number: AOIC-127320737 State: Arkansas
 Filing Company: Auto-Owners Life Insurance Company State Tracking Number: 49354
 Company Tracking Number: AR-2011ENDORSEMENTS-07/11
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.002 Flexible Premium
 Variable
 Product Name: Endorsements-IRA
 Project Name/Number: 2011 IRA Endorsements/AR-2011Endorsement-07/11

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments: The forms submitted as part of this filing have been excluded from readability scoring per Regulation 23-80-206. Per the regulation, the following may be excluded: "...policy language required by law or regulation..."		
Attachment: CertOfCompliance.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: The forms submitted do not constitute a "policy," and therefore do not have an application.		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Life & Annuity - Acturial Memo		
Bypass Reason: Actuarial Memorandum not applicable; endorsement filing only.		
Comments:		

Auto-Owners Life Insurance Company

Certificate of Readability

The following forms have been excluded from readability scoring:

Form 61911 (5-11) – Traditional Individual Retirement Annuity Endorsement

Form 61912 (5-11) – Roth Individual Retirement Annuity Endorsement

Form 61913 (5-11) – SIMPLE Individual Retirement Annuity Endorsement

I hereby certify, to the best of my knowledge and belief, that forms #61911 (5-11), #61912 (5-11) and #61913 (5-11) contain “policy language required by law or regulation”. I further certify that such language is entitled to be excluded from readability scoring per regulation 23-80-206.



Gayle A. Fisher, Assistant Vice President, Life Operations

7/19/2011

Date