

SERFF Tracking Number: FRTH-127359156 State: Arkansas  
Filing Company: Forethought Life Insurance Company State Tracking Number: 49620  
Company Tracking Number: FA3011-01  
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium  
Variable  
Product Name: Single Premium Deferred Annuity Application  
Project Name/Number: Single Premium Deferred Annuity Application/FA3011-01

## Filing at a Glance

Company: Forethought Life Insurance Company

Product Name: Single Premium Deferred Annuity Application SERFF Tr Num: FRTH-127359156 State: Arkansas

TOI: A02I Individual Annuities- Deferred Non- Variable SERFF Status: Closed-Approved- Closed State Tr Num: 49620

Sub-TOI: A02I.003 Single Premium Co Tr Num: FA3011-01 State Status: Approved-Closed  
Filing Type: Form Reviewer(s): Linda Bird

Author: Kasey Poettker

Disposition Date: 08/26/2011

Date Submitted: 08/23/2011

Disposition Status: Approved-Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

## General Information

Project Name: Single Premium Deferred Annuity Application

Status of Filing in Domicile: Pending

Project Number: FA3011-01

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: 08/26/2011

State Status Changed: 08/26/2011

Deemer Date:

Created By: Kasey Poettker

Submitted By: Kasey Poettker

Corresponding Filing Tracking Number:

Filing Description:

Attached please find forms for your review and approval. They are new forms and do not replace any existing forms, nor have they been previously submitted to your Department.

The Application FA3011-01 and Disclosure Statements FA5103SPDA-01 (5), (7), (9) will be used with product FA1101SPDA-01 – a Single Premium Deferred Annuity contract with Multi-Year Guaranteed Interest Rates.

This product, FA1101SPDA-01, was previously approved by your department on 10/18/10, under Serff tracking #FRTH-126837343.

SERFF Tracking Number: FRTH-127359156 State: Arkansas  
 Filing Company: Forethought Life Insurance Company State Tracking Number: 49620  
 Company Tracking Number: FA3011-01  
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium  
 Variable  
 Product Name: Single Premium Deferred Annuity Application  
 Project Name/Number: Single Premium Deferred Annuity Application/FA3011-01

The main difference in these forms is that they have been redesigned to be condensed to fewer pages.

To the best of my knowledge and belief, these forms comply with the requirements of your state. Any required certification and/or fees are attached to or otherwise associated with this filing. 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 or reduction in font size will occur, only a possible page break, or renumbering of a page.

If you have any questions concerning this filing, you may contact me directly at 1-800-648-0075 ext. 6748 or by e-mail at kasey\_poettker@forethought.com.

## Company and Contact

### Filing Contact Information

Kasey Poettker, Compliance Analyst kasey\_poettker@forethought.com  
 1 Forethought Center 812-933-6748 [Phone]  
 Batesville, IN 47006 812-933-6348 [FAX]

### Filing Company Information

Forethought Life Insurance Company CoCode: 91642 State of Domicile: Indiana  
 1 Forethought Center Group Code: 1266 Company Type: Insurance  
 Batesville, IN 47006 Group Name: State ID Number:  
 (800) 648-0075 ext. [Phone] FEIN Number: 06-1016329

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## Filing Fees

Fee Required? Yes  
 Fee Amount: \$140.00  
 Retaliatory? Yes  
 Fee Explanation: \$35.00 PER FORM  
 Per Company: No

| COMPANY                            | AMOUNT   | DATE PROCESSED | TRANSACTION # |
|------------------------------------|----------|----------------|---------------|
| Forethought Life Insurance Company | \$140.00 | 08/23/2011     | 50884956      |
| Forethought Life Insurance Company | \$60.00  | 08/24/2011     | 50905017      |





SERFF Tracking Number: *FRTH-127359156* State: *Arkansas*  
 Filing Company: *Forethought Life Insurance Company* State Tracking Number: *49620*  
 Company Tracking Number: *FA3011-01*  
 TOI: *A021 Individual Annuities- Deferred Non- Variable* Sub-TOI: *A021.003 Single Premium*  
 Product Name: *Single Premium Deferred Annuity Application*  
 Project Name/Number: *Single Premium Deferred Annuity Application/FA3011-01*

| <b>Schedule</b>            | <b>Schedule Item</b>                        | <b>Schedule Item Status</b> | <b>Public Access</b> |
|----------------------------|---|-----------------------------|----------------------|
| <b>Supporting Document</b> | Flesch Certification                        | Yes                         | Yes                  |
| <b>Supporting Document</b> | Application                                 | Yes                         | Yes                  |
| <b>Supporting Document</b> | Life & Annuity - Acturial Memo              | No                          | No                   |
| <b>Form</b>                | Single Premium Deferred Annuity Application | Yes                         | Yes                  |
| <b>Form</b>                | Disclosure Statement - 5 Year               | Yes                         | Yes                  |
| <b>Form</b>                | Disclosure Statement - 7 Year               | Yes                         | Yes                  |
| <b>Form</b>                | Disclosure Statement - 9 Year               | Yes                         | Yes                  |



SERFF Tracking Number: FRT-127359156 State: Arkansas  
Filing Company: Forethought Life Insurance Company State Tracking Number: 49620  
Company Tracking Number: FA3011-01  
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium  
Variable  
Product Name: Single Premium Deferred Annuity Application  
Project Name/Number: Single Premium Deferred Annuity Application/FA3011-01

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 08/24/2011  
Submitted Date 08/24/2011

Dear Linda Bird,

### Comments:

### Response 1

Comments: The additional fee has been submitted.

### 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 \$60.00 is received.

### Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,  
Kasey Poettker

SERFF Tracking Number: FRTH-127359156 State: Arkansas  
 Filing Company: Forethought Life Insurance Company State Tracking Number: 49620  
 Company Tracking Number: FA3011-01  
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium  
 Variable  
 Product Name: Single Premium Deferred Annuity Application  
 Project Name/Number: Single Premium Deferred Annuity Application/FA3011-01

## Form Schedule

### Lead Form Number:

| Schedule Item Status | Form Number        | Form Type                    | Form Name                                   | Action  | Action Specific Data | Readability | Attachment  |
|----------------------|--------------------|------------------------------|---|---------|----------------------|-------------|---|
|                      | FA3011-01          | Application/ Enrollment Form | Single Premium Deferred Annuity Application | Initial |                      | 51.000      | FA3011-01 Bank Channel Annuity Application FILE version kp 07.14.11.pdf |
|                      | FA5103SP DA-01 (5) | Other                        | Disclosure Statement - 5 Year               | Initial |                      | 47.000      | FA5103SPDA -01(5) Disclosure Statement Annuity Bank Channel 5 year.pdf  |
|                      | FA5103SP DA-01 (7) | Other                        | Disclosure Statement - 7 Year               | Initial |                      | 47.000      | FA5103SPDA -01(7) Disclosure Statement Annuity Bank Channel 7 year.pdf  |
|                      | FA5103SP DA-01 (9) | Other                        | Disclosure Statement - 9 Year               | Initial |                      | 47.000      | FA5103SPDA -01(9) Disclosure Statement Annuity Bank Channel 9 year.pdf  |



Single Premium Deferred Annuity Application

{ } 5 Year { } 7 Year { } 9 Year

Forethought Life Insurance Company

One Forethought Center

P.O. Box 246

Batesville, IN 47006-0246

Phone (855) 244-4441/ Fax (855) 596-5404

OWNER (All Policyholder correspondence will be sent to this address)

Name: Sex: Age: DOB: Address: SSN: Daytime Phone:

JOINT OWNER (Optional, Non-Qualified Annuities Only)

Name: Sex: Age: DOB: Address: SSN: Daytime Phone:

ANNUITANT (Complete only if the Owner and Annuitant are different)

Name: Sex: Age: SSN: Address: Daytime Phone: DOB: Relationship to Owner:

JOINT ANNUITANT

Name: Sex: Age: SSN: Address: Daytime Phone: DOB: Relationship to Owner:

BENEFICIARY INFORMATION

Primary Beneficiary Name: Relationship: SSN: Contingent Beneficiary Name: Relationship: SSN:

GUARANTEED RATE PERIOD (select one)

{ } 1 year guaranteed rate period { } 5 year guaranteed rate period { } 9 year guaranteed rate period { } 3 year guaranteed rate period { } 7 year guaranteed rate period

ANNUITY DEPOSIT

Annuity Deposit Estimated Annuity Deposit of 1035 Exchange/Transfer

{Other (Select ALL that apply)}

- { } Return of Annuity Deposit - no MVA { } MVA - No Return of Annuity Deposit { } Surrender Charge Waiver { } Unemployment Waiver { } 10% Free Withdrawal { } Accumulated Interest Free Withdrawal { } Bonus Interest Rate during First{x}Year{s} { } Nursing Home Waiver { } Terminal Illness Waiver { } None

PLAN TYPE (required): Non-Qualified Qualified

Tax Qualified Plans: Traditional IRA Roth IRA SEP IRA

Check one: 1035 Exchange/Transfer Rollover Roth IRA Conversion Year Initial Contribution for Tax Year

If applicable, has the Required Minimum Distribution for the current tax year been met? Yes No

SIGNATURES Checks must be made payable to: Forethought Life Insurance Company

Do you have any existing life insurance policies or annuity contracts? Yes No

Will this annuity replace, discontinue or change any existing life insurance or annuity contract issued by a company? Yes No (If yes, complete the appropriate Replacement form for your state and return with application.)

I understand this annuity is not federally insured. I have read and understand the important disclosures located on the reverse of this application. I represent that all statements and answers in this application are complete and true, on my behalf and any person who may claim any interest under this policy.

X Owner's Signature X Joint Owner's Signature (if applicable)

X Annuitant's Signature (if not the owner) X Joint Annuitant's Signature (if applicable)

Signed at (city/state): on (date):

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**AGENT INFORMATION**

To the best of my knowledge, the applicant has an existing life insurance policy or annuity contract.

Yes  No

Do you have any reason to believe this annuity will replace, discontinue or change any existing life insurance or annuity?

Yes  No

As agent, have you complied with all State Replacement Regulations and completed all required State Replacement forms?

Yes  No

By signing this form, I certify that I have truly and accurately recorded herein the information provided by the applicant.

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Licensed Agent's Signature

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Bank Name

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Licensed Agent (Print Name)

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State License # or Agent #

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**STATE REQUIRED NOTICES****AR, HI, KY, MA, ND, NM, OK, PA, SD, TN, and WA Residents**

Any person who knowingly and with intent to injure, defraud or deceive any insurance company, submits an application for insurance containing any materially false, incomplete, or misleading information, or conceals for the purpose of misleading, any material fact, is guilty of insurance fraud, which is a crime and in certain states, a felony. Penalties may include imprisonment, fine, denial of benefits, or civil damages.

**CA Residents – Reg. 789.8**

The sale or liquidation of any asset in order to buy insurance, either life insurance or an annuity contract, may have tax consequences. Terminating any life insurance policy or annuity contract may have early withdrawal penalties or other costs or penalties, as well as tax consequences. You may wish to consult independent legal or financial advice before the sale or liquidation of any asset and before the purchase of any life insurance or annuity contract.

**CO Residents**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of any insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Department of Regulatory Agencies.

**ME Residents**

**It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.**

**MD Residents**

Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NJ Residents**

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**VA Residents**

Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated the state law.



**DISCLOSURE STATEMENT  
 SINGLE PREMIUM DEFERRED ANNUITY CONTRACT**

**Thank you for applying for a Forethought Life Single Premium Deferred Annuity Contract series FA1101SPDA-01 (may be referred to as Certificate series GA1101SPDA-01 in some states). This is a summary of the features and benefits of your annuity provisions, but it is not part of your contract. State variations may apply. The exact terms of the annuity are contained in the contract and any attached riders or endorsements, which will control Forethought Life Insurance Company's contractual obligations. Please read the following information carefully, sign, and return the original Disclosure Statement.**

**Annuity Contract:** The Single Premium Deferred Annuity Contract is issued by Forethought Life Insurance Company of Batesville, Indiana. State availability may vary. This contract is intended for retirement funding or other long-term accumulation needs. Substantial contract-imposed penalties may apply to full and partial withdrawals in the first 7 years. Under current Federal tax law, interest credited is not taxed and income taxes are not due until monies are withdrawn. In addition to regular income tax, interest withdrawn prior to age 59½ may be subject to a 10% Federal penalty tax. For tax purposes, Contract withdrawals are treated as coming from interest first.

There is no additional tax-deferral benefit for annuities purchased in an IRA, Roth IRA or other tax qualified plan, since these are already tax-deferred. Placing an annuity in an IRA, Roth IRA or other tax qualified plan will receive no additional tax advantage from the annuity. Therefore, in considering whether or not to purchase such an annuity, only consider the annuity's other features, including the availability of guaranteed annuity payments and Minimum Guaranteed Contract Withdrawal Values.

**Contract Value:** Daily interest, declared by us, is credited to the Contract Value. There are no annual administrative fees, front-end sales charges or loads. Some states charge a premium tax. At our discretion, premium taxes may be deducted from your Contract Value if we are required to pay them.

**Interest Rates:** All interest rates quoted are effective annual rates. These are the rates that result after interest has compounded daily for a full year. We set interest rates according to the following guidelines:

1. The Annuity Deposit will earn interest at the rate and for the time period shown on the Contract Data Page. Thereafter, we will declare a new interest rate from time to time.
2. Each credited interest rate will be guaranteed for at least one year.

We guarantee your Contract Value will always earn at least the guaranteed minimum interest rate set forth in the Interest Rates section of the Contract Data Page, regardless of future economic conditions.

**Access to Contract Value:** Withdrawal provisions give you access to your Contract Value. Withdrawals in the first 5 years may be subject to Withdrawal Charges and any applicable Market Value Adjustments. During the Free Withdrawal Availability Period stated on the Contract Data Page, you may make withdrawals of {the greater of 10% of the Contract Value on the prior anniversary and, the greater of the accumulated interest earnings and } the Required Minimum Distributions without incurring Withdrawal Charges or any applicable Market Value Adjustment.

**Withdrawal Charge:** Withdrawal Charges may be assessed on withdrawals that exceed the Free Withdrawal Amount as described above. The Contract Withdrawal Value is equal to the Contract Value less any applicable Withdrawal Charges, any applicable Market Value Adjustment, and less any applicable taxes. Withdrawal Charge Percentages are shown in the table below and are applied to the amount withdrawn less the Free Withdrawal Amount. In the event a Contract's entire Contract Value is withdrawn in a Contract Year where a Free Withdrawal Amount is made, the Withdrawal Charge and any applicable Market Value Adjustment will also be applied to any Free Withdrawal Amounts received in that Contract Year.

| Contract Year     | 1  | 2  | 3  | 4  | 5  | 6 & Later |
|-------------------|----|----|----|----|----|-----------|
| Withdrawal Charge | 8% | 8% | 7% | 6% | 5% | 0%        |

**{Return of Annuity Deposit Guarantee:** We guarantee the return of Your Annuity Deposit upon full withdrawal. If you make a full withdrawal at any time, you will receive at least the amount of Your Annuity Deposit less all prior Withdrawal Proceeds. Any applicable Withdrawal Charges and Market Value Adjustments will be waived to the extent that they would conflict with this Guarantee. For purposes of this provision, previous interest withdrawals will be considered return of deposit. }

**{Market Value Adjustment:** Any amounts that are assessed a Withdrawal Charge will also be subject to a Market Value Adjustment, which may increase or decrease the Contract Withdrawal Value. Within limits, Market Value Adjustments generally increase the Contract Withdrawal Value when interest rates fall and decrease the Contract Withdrawal Value when interest rates rise. }

**{Surrender Charge Waiver:** If the Company is crediting a rate of interest on this Contract below the Surrender Charge Waiver Rate, during the Surrender Charge Waiver Rate Period, You may withdraw your Contract Value and no Withdrawal Charges or Market Value Adjustment, if otherwise applicable, will apply. Withdrawal Charges and any applicable Market Value Adjustment as stated in the Contract, will apply if the Company is crediting a rate of interest at or above the Surrender Charge Waiver Rate. After the Surrender Charge Waiver Rate Period, the Surrender Charge Waiver Rate Provision no longer applies.

**Death Benefit:** If an Owner dies during the Accumulation Period, your Beneficiary(ies) will be paid a death benefit that is equal to the {Contract Value}. When we receive Proof of Death, and until distributed, the death benefit will receive interest at a rate required by the state in which the contract is issued. Alternatively, if the contract is continued by a surviving spouse, the Contract Value will continue in the Accumulation Period according to the terms of the Contract.

**Annuity Options:** Your contract provides a number of Annuity Options including **Life Annuity, Life Annuity with 10 Years of Annuity Payments Guaranteed, Life Annuity with 20 Years of Annuity Payments Guaranteed, Joint and Last Survivor Annuity, Joint and Last Survivor Annuity with 10 Years of Annuity Payments Guaranteed, and Guaranteed Payment Period of 10 to 30 years.** Other Annuity Options may be available on your Annuity Date.

**Riders:** You may have elected to attach an available rider to your contract. The following is a brief description of riders that may be available.

**{Nursing Home Waiver Rider:** This rider waives the withdrawal charge on any withdrawal of Contract Value after we receive proof that you have been confined to an Approved Nursing Facility on or after the first contract anniversary and continuing for at least 60 consecutive days. There is no rider charge for this rider and it is attached to your contract automatically if approved in the state in which this contract is issued.}

**{Terminal Illness Waiver Rider:** This rider waives the withdrawal charge on any withdrawal of Contract Value after the first contract anniversary and after we receive proof that you suffer from a Terminal Illness which will result in death within 12 months. There is no rider charge for this rider and it is attached to your contract automatically if approved in the state in which this Contract is issued.}

**{Unemployment Waiver Rider:** This rider waives the withdrawal charge on any withdrawal of Contract Value if the owner becomes Unemployed and receives benefits from the state unemployment office. The owner must be under age 65 at the time of the request, and unemployment must begin after the issue date of the Contract. There is no rider charge for this rider and it is attached to your contract automatically if approved in the state in which this Contract is issued.}

**DISCLOSURE STATEMENT SIGNATURE PAGE  
 SINGLE PREMIUM DEFERRED ANNUITY**

**Owner's Statement – I certify that:**

- I understand that:
  - The contract provides a fixed interest account.
  - The Contract Withdrawal Value is the amount to be paid to me if I fully surrender the contract. It may include the assessment of Withdrawal Charges and Market Value Adjustments, if applicable.
  - The minimum guaranteed interest rate for new contracts is stated on the Contract Data Page.
  - If I place an annuity in an IRA, Roth IRA, or other tax qualified plan, I will receive no additional tax advantage from the annuity.
  - {This contract contains a Market Value Adjustment which may increase or decrease the Contract Withdrawal Value.}
- I have read and understand the contract Disclosure Statement and kept a copy.
- I have received a copy of the Buyer's Guide to Fixed Deferred Annuities.
- I believe that this annuity contract is a suitable product for my financial needs.

|      |                                       |      |
|------|---------------------------------------|------|
|      | Owner Signature                       |      |
| Date | Joint Owner Signature (if applicable) | Date |

**DISCLOSURE STATEMENT AGENT'S SIGNATURE PAGE  
 SINGLE PREMIUM DEFERRED ANNUITY CONTRACT**

**Agent's Statement – I certify that:**

- I have read the {Forethought Book Value Annuity} Producer Guidelines.
- I gave a copy of the Disclosure Statement to the Owner.
- I gave a copy of the Buyer's Guide to Fixed Deferred Annuities to the Owner.
- I made no statement that is inconsistent with the Disclosure Statement, nor have I made any promises about expected future interest rates for the annuity contract.

|  |                    |      |
|--|--------------------|------|
|  | Agent Printed Name | Date |
|--|--------------------|------|

**Instructions to Agent:**

- Give this Disclosure Statement to the Owner/Joint Owner
- Two copies of the Disclosure Statement Signature Page are included for your convenience.
  - Complete "fill-in" items. You and the Owner/Joint Owner must sign the Signature Page. It is acceptable to either photocopy the signed, original Signature Page or if a photocopy is not available, to complete and sign two Signature Pages.
  - Give one signed copy to the Owner/Joint Owner.
  - Send the original signed copy along with the annuity application and any other new business forms.



**DISCLOSURE STATEMENT  
 SINGLE PREMIUM DEFERRED ANNUITY CONTRACT**

**Thank you for applying for a Forethought Life Single Premium Deferred Annuity Contract series FA1101SPDA-01 (may be referred to as Certificate series GA1101SPDA-01 in some states). This is a summary of the features and benefits of your annuity provisions, but it is not part of your contract. State variations may apply. The exact terms of the annuity are contained in the contract and any attached riders or endorsements, which will control Forethought Life Insurance Company's contractual obligations. Please read the following information carefully, sign, and return the original Disclosure Statement.**

**Annuity Contract:** The Single Premium Deferred Annuity Contract is issued by Forethought Life Insurance Company of Batesville, Indiana. State availability may vary. This contract is intended for retirement funding or other long-term accumulation needs. Substantial contract-imposed penalties may apply to full and partial withdrawals in the first 7 years. Under current Federal tax law, interest credited is not taxed and income taxes are not due until monies are withdrawn. In addition to regular income tax, interest withdrawn prior to age 59½ may be subject to a 10% Federal penalty tax. For tax purposes, Contract withdrawals are treated as coming from interest first.

There is no additional tax-deferral benefit for annuities purchased in an IRA, Roth IRA or other tax qualified plan, since these are already tax-deferred. Placing an annuity in an IRA, Roth IRA or other tax qualified plan will receive no additional tax advantage from the annuity. Therefore, in considering whether or not to purchase such an annuity, only consider the annuity's other features, including the availability of guaranteed annuity payments and Minimum Guaranteed Contract Withdrawal Values.

**Contract Value:** Daily interest, declared by us, is credited to the Contract Value. There are no annual administrative fees, front-end sales charges or loads. Some states charge a premium tax. At our discretion, premium taxes may be deducted from your Contract Value if we are required to pay them.

**Interest Rates:** All interest rates quoted are effective annual rates. These are the rates that result after interest has compounded daily for a full year. We set interest rates according to the following guidelines:

1. The Annuity Deposit will earn interest at the rate and for the time period shown on the Contract Data Page. Thereafter, we will declare a new interest rate from time to time.
2. Each credited interest rate will be guaranteed for at least one year.

We guarantee your Contract Value will always earn at least the guaranteed minimum interest rate set forth in the Interest Rates section of the Contract Data Page, regardless of future economic conditions.

**Access to Contract Value:** Withdrawal provisions give you access to your Contract Value. Withdrawals in the first 7 years may be subject to Withdrawal Charges and any applicable Market Value Adjustments. During the Free Withdrawal Availability Period stated on the Contract Data Page, you may make withdrawals of {the greater of 10% of the Contract Value on the prior anniversary and, the greater of the accumulated interest earnings and } the Required Minimum Distributions without incurring Withdrawal Charges or any applicable Market Value Adjustment.

**Withdrawal Charge:** Withdrawal Charges may be assessed on withdrawals that exceed the Free Withdrawal Amount as described above. The Contract Withdrawal Value is equal to the Contract Value less any applicable Withdrawal Charges, any applicable Market Value Adjustment, and less any applicable taxes. Withdrawal Charge Percentages are shown in the table below and are applied to the amount withdrawn less the Free Withdrawal Amount. In the event a Contract's entire Contract Value is withdrawn in a Contract Year where a Free Withdrawal Amount is made, the Withdrawal Charge and any applicable Market Value Adjustment will also be applied to any Free Withdrawal Amounts received in that Contract Year.

| Contract Year     | 1  | 2  | 3  | 4  | 5  | 6  | 7  | 8 & Later |
|-------------------|----|----|----|----|----|----|----|-----------|
| Withdrawal Charge | 8% | 8% | 7% | 6% | 5% | 4% | 3% | 0%        |

**{Return of Annuity Deposit Guarantee:** We guarantee the return of Your Annuity Deposit upon full withdrawal. If you make a full withdrawal at any time, you will receive at least the amount of Your Annuity Deposit less all prior Withdrawal Proceeds. Any applicable Withdrawal Charges and Market Value Adjustments will be waived to the extent that they would conflict with this Guarantee. For purposes of this provision, previous interest withdrawals will be considered return of deposit. }

**{Market Value Adjustment:** Any amounts that are assessed a Withdrawal Charge will also be subject to a Market Value Adjustment, which may increase or decrease the Contract Withdrawal Value. Within limits, Market Value Adjustments generally increase the Contract Withdrawal Value when interest rates fall and decrease the Contract Withdrawal Value when interest rates rise. }

**{Surrender Charge Waiver:** If the Company is crediting a rate of interest on this Contract below the Surrender Charge Waiver Rate, during the Surrender Charge Waiver Rate Period, You may withdraw your Contract Value and no Withdrawal Charges or Market Value Adjustment, if otherwise applicable, will apply. Withdrawal Charges and any applicable Market Value Adjustment as stated in the Contract, will apply if the Company is crediting a rate of interest at or above the Surrender Charge Waiver Rate. After the Surrender Charge Waiver Rate Period, the Surrender Charge Waiver Rate Provision no longer applies.

**Death Benefit:** If an Owner dies during the Accumulation Period, your Beneficiary(ies) will be paid a death benefit that is equal to the {Contract Value}. When we receive Proof of Death, and until distributed, the death benefit will receive interest at a rate required by the state in which the contract is issued. Alternatively, if the contract is continued by a surviving spouse, the Contract Value will continue in the Accumulation Period according to the terms of the Contract.

**Annuity Options:** Your contract provides a number of Annuity Options including **Life Annuity, Life Annuity with 10 Years of Annuity Payments Guaranteed, Life Annuity with 20 Years of Annuity Payments Guaranteed, Joint and Last Survivor Annuity, Joint and Last Survivor Annuity with 10 Years of Annuity Payments Guaranteed, and Guaranteed Payment Period of 10 to 30 years.** Other Annuity Options may be available on your Annuity Date.

**Riders:** You may have elected to attach an available rider to your contract. The following is a brief description of riders that may be available.

{Nursing Home Waiver Rider: This rider waives the withdrawal charge on any withdrawal of Contract Value after we receive proof that you have been confined to an Approved Nursing Facility on or after the first contract anniversary and continuing for at least 60 consecutive days. There is no rider charge for this rider and it is attached to your contract automatically if approved in the state in which this contract is issued.}

{Terminal Illness Waiver Rider: This rider waives the withdrawal charge on any withdrawal of Contract Value after the first contract anniversary and after we receive proof that you suffer from a Terminal Illness which will result in death within 12 months. There is no rider charge for this rider and it is attached to your contract automatically if approved in the state in which this Contract is issued.}

{Unemployment Waiver Rider: This rider waives the withdrawal charge on any withdrawal of Contract Value if the owner becomes Unemployed and receives benefits from the state unemployment office. The owner must be under age 65 at the time of the request, and unemployment must begin after the issue date of the Contract. There is no rider charge for this rider and it is attached to your contract automatically if approved in the state in which this Contract is issued.}

**DISCLOSURE STATEMENT SIGNATURE PAGE  
 SINGLE PREMIUM DEFERRED ANNUITY**

**Owner's Statement – I certify that:**

- I understand that:
  - The contract provides a fixed interest account.
  - The Contract Withdrawal Value is the amount to be paid to me if I fully surrender the contract. It may include the assessment of Withdrawal Charges and Market Value Adjustments, if applicable.
  - The minimum guaranteed interest rate for new contracts is stated on the Contract Data Page.
  - If I place an annuity in an IRA, Roth IRA, or other tax qualified plan, I will receive no additional tax advantage from the annuity.
  - {This contract contains a Market Value Adjustment which may increase or decrease the Contract Withdrawal Value.}
- I have read and understand the contract Disclosure Statement and kept a copy.
- I have received a copy of the Buyer's Guide to Fixed Deferred Annuities.
- I believe that this annuity contract is a suitable product for my financial needs.

|      |                                       |      |
|------|---------------------------------------|------|
|      | Owner Signature                       |      |
| Date | Joint Owner Signature (if applicable) | Date |

**DISCLOSURE STATEMENT AGENT'S SIGNATURE PAGE  
 SINGLE PREMIUM DEFERRED ANNUITY CONTRACT**

**Agent's Statement – I certify that:**

- I have read the {Forethought Book Value Annuity} Producer Guidelines.
- I gave a copy of the Disclosure Statement to the Owner.
- I gave a copy of the Buyer's Guide to Fixed Deferred Annuities to the Owner.
- I made no statement that is inconsistent with the Disclosure Statement, nor have I made any promises about expected future interest rates for the annuity contract.

|  |                    |      |
|--|--------------------|------|
|  | Agent Printed Name | Date |
|--|--------------------|------|

**Instructions to Agent:**

- Give this Disclosure Statement to the Owner/Joint Owner
- Two copies of the Disclosure Statement Signature Page are included for your convenience.
  - Complete "fill-in" items. You and the Owner/Joint Owner must sign the Signature Page. It is acceptable to either photocopy the signed, original Signature Page or if a photocopy is not available, to complete and sign two Signature Pages.
  - Give one signed copy to the Owner/Joint Owner.
  - Send the original signed copy along with the annuity application and any other new business forms.



**DISCLOSURE STATEMENT  
 SINGLE PREMIUM DEFERRED ANNUITY CONTRACT**

**Thank you for applying for a Forethought Life Single Premium Deferred Annuity Contract series FA1101SPDA-01 (may be referred to as Certificate series GA1101SPDA-01 in some states). This is a summary of the features and benefits of your annuity provisions, but it is not part of your contract. State variations may apply. The exact terms of the annuity are contained in the contract and any attached riders or endorsements, which will control Forethought Life Insurance Company's contractual obligations. Please read the following information carefully, sign, and return the original Disclosure Statement.**

**Annuity Contract:** The Single Premium Deferred Annuity Contract is issued by Forethought Life Insurance Company of Batesville, Indiana. State availability may vary. This contract is intended for retirement funding or other long-term accumulation needs. Substantial contract-imposed penalties may apply to full and partial withdrawals in the first 9 years. Under current Federal tax law, interest credited is not taxed and income taxes are not due until monies are withdrawn. In addition to regular income tax, interest withdrawn prior to age 59½ may be subject to a 10% Federal penalty tax. For tax purposes, Contract withdrawals are treated as coming from interest first.

There is no additional tax-deferral benefit for annuities purchased in an IRA, Roth IRA or other tax qualified plan, since these are already tax-deferred. Placing an annuity in an IRA, Roth IRA or other tax qualified plan will receive no additional tax advantage from the annuity. Therefore, in considering whether or not to purchase such an annuity, only consider the annuity's other features, including the availability of guaranteed annuity payments and Minimum Guaranteed Contract Withdrawal Values.

**Contract Value:** Daily interest, declared by us, is credited to the Contract Value. There are no annual administrative fees, front-end sales charges or loads. Some states charge a premium tax. At our discretion, premium taxes may be deducted from your Contract Value if we are required to pay them.

**Interest Rates:** All interest rates quoted are effective annual rates. These are the rates that result after interest has compounded daily for a full year. We set interest rates according to the following guidelines:

1. The Annuity Deposit will earn interest at the rate and for the time period shown on the Contract Data Page. Thereafter, we will declare a new interest rate from time to time.
2. Each credited interest rate will be guaranteed for at least one year.

We guarantee your Contract Value will always earn at least the guaranteed minimum interest rate set forth in the Interest Rates section of the Contract Data Page, regardless of future economic conditions.

**Access to Contract Value:** Withdrawal provisions give you access to your Contract Value. Withdrawals in the first 9 years may be subject to Withdrawal Charges and any applicable Market Value Adjustments. During the Free Withdrawal Availability Period stated on the Contract Data Page, you may make withdrawals of {the greater of 10% of the Contract Value on the prior anniversary and, the greater of the accumulated interest earnings and } the Required Minimum Distributions without incurring Withdrawal Charges or any applicable Market Value Adjustment.

**Withdrawal Charge:** Withdrawal Charges may be assessed on withdrawals that exceed the Free Withdrawal Amount as described above. The Contract Withdrawal Value is equal to the Contract Value less any applicable Withdrawal Charges, any applicable Market Value Adjustment, and less any applicable taxes. Withdrawal Charge Percentages are shown in the table below and are applied to the amount withdrawn less the Free Withdrawal Amount. In the event a Contract's entire Contract Value is withdrawn in a Contract Year where a Free Withdrawal Amount is made, the Withdrawal Charge and any applicable Market Value Adjustment will also be applied to any Free Withdrawal Amounts received in that Contract Year.

| Contract Year     | 1  | 2  | 3  | 4  | 5  | 6  | 7  | 8  | 9  | 10 & Later |
|-------------------|----|----|----|----|----|----|----|----|----|------------|
| Withdrawal Charge | 8% | 8% | 7% | 6% | 5% | 4% | 3% | 2% | 1% | 0%         |

**{Return of Annuity Deposit Guarantee:** We guarantee the return of Your Annuity Deposit upon full withdrawal. If you make a full withdrawal at any time, you will receive at least the amount of Your Annuity Deposit less all prior Withdrawal Proceeds. Any applicable Withdrawal Charges and Market Value Adjustments will be waived to the extent that they would conflict with this Guarantee. For purposes of this provision, previous interest withdrawals will be considered return of deposit. }

**{Market Value Adjustment:** Any amounts that are assessed a Withdrawal Charge will also be subject to a Market Value Adjustment, which may increase or decrease the Contract Withdrawal Value. Within limits, Market Value Adjustments generally increase the Contract Withdrawal Value when interest rates fall and decrease the Contract Withdrawal Value when interest rates rise. }

**{Surrender Charge Waiver:** If the Company is crediting a rate of interest on this Contract below the Surrender Charge Waiver Rate, during the Surrender Charge Waiver Rate Period, You may withdraw your Contract Value and no Withdrawal Charges or Market Value Adjustment, if otherwise applicable, will apply. Withdrawal Charges and any applicable Market Value Adjustment as stated in the Contract, will apply if the Company is crediting a rate of interest at or above the Surrender Charge Waiver Rate. After the Surrender Charge Waiver Rate Period, the Surrender Charge Waiver Rate Provision no longer applies.

**Death Benefit:** If an Owner dies during the Accumulation Period, your Beneficiary(ies) will be paid a death benefit that is equal to the {Contract Value}. When we receive Proof of Death, and until distributed, the death benefit will receive interest at a rate required by the state in which the contract is issued. Alternatively, if the contract is continued by a surviving spouse, the Contract Value will continue in the Accumulation Period according to the terms of the Contract.

**Annuity Options:** Your contract provides a number of Annuity Options including **Life Annuity, Life Annuity with 10 Years of Annuity Payments Guaranteed, Life Annuity with 20 Years of Annuity Payments Guaranteed, Joint and Last Survivor Annuity, Joint and Last Survivor Annuity with 10 Years of Annuity Payments Guaranteed, and Guaranteed Payment Period of 10 to 30 years.** Other Annuity Options may be available on your Annuity Date.

**Riders:** You may have elected to attach an available rider to your contract. The following is a brief description of riders that may be available.

**{Nursing Home Waiver Rider:** This rider waives the withdrawal charge on any withdrawal of Contract Value after we receive proof that you have been confined to an Approved Nursing Facility on or after the first contract anniversary and continuing for at least 60 consecutive days. There is no rider charge for this rider and it is attached to your contract automatically if approved in the state in which this contract is issued.}

**{Terminal Illness Waiver Rider:** This rider waives the withdrawal charge on any withdrawal of Contract Value after the first contract anniversary and after we receive proof that you suffer from a Terminal Illness which will result in death within 12 months. There is no rider charge for this rider and it is attached to your contract automatically if approved in the state in which this Contract is issued.}

**{Unemployment Waiver Rider:** This rider waives the withdrawal charge on any withdrawal of Contract Value if the owner becomes Unemployed and receives benefits from the state unemployment office. The owner must be under age 65 at the time of the request, and unemployment must begin after the issue date of the Contract. There is no rider charge for this rider and it is attached to your contract automatically if approved in the state in which this Contract is issued.}

**DISCLOSURE STATEMENT SIGNATURE PAGE  
 SINGLE PREMIUM DEFERRED ANNUITY**

**Owner's Statement – I certify that:**

- I understand that:
  - The contract provides a fixed interest account.
  - The Contract Withdrawal Value is the amount to be paid to me if I fully surrender the contract. It may include the assessment of Withdrawal Charges and Market Value Adjustments, if applicable.
  - The minimum guaranteed interest rate for new contracts is stated on the Contract Data Page.
  - If I place an annuity in an IRA, Roth IRA, or other tax qualified plan, I will receive no additional tax advantage from the annuity.
  - {This contract contains a Market Value Adjustment which may increase or decrease the Contract Withdrawal Value.}
- I have read and understand the contract Disclosure Statement and kept a copy.
- I have received a copy of the Buyer's Guide to Fixed Deferred Annuities.
- I believe that this annuity contract is a suitable product for my financial needs.

|      |                                       |      |
|------|---------------------------------------|------|
|      | Owner Signature                       |      |
| Date | Joint Owner Signature (if applicable) | Date |

**DISCLOSURE STATEMENT AGENT'S SIGNATURE PAGE  
 SINGLE PREMIUM DEFERRED ANNUITY CONTRACT**

**Agent's Statement – I certify that:**

- I have read the {Forethought Book Value Annuity} Producer Guidelines.
- I gave a copy of the Disclosure Statement to the Owner.
- I gave a copy of the Buyer's Guide to Fixed Deferred Annuities to the Owner.
- I made no statement that is inconsistent with the Disclosure Statement, nor have I made any promises about expected future interest rates for the annuity contract.

|  |                    |      |
|--|--------------------|------|
|  | Agent Printed Name | Date |
|--|--------------------|------|

**Instructions to Agent:**

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- Two copies of the Disclosure Statement Signature Page are included for your convenience.
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  - Give one signed copy to the Owner/Joint Owner.
  - Send the original signed copy along with the annuity application and any other new business forms.

SERFF Tracking Number: *FRTH-127359156* State: *Arkansas*  
 Filing Company: *Forethought Life Insurance Company* State Tracking Number: *49620*  
 Company Tracking Number: *FA3011-01*  
 TOI: *A021 Individual Annuities- Deferred Non-Variable* Sub-TOI: *A021.003 Single Premium*  
 Product Name: *Single Premium Deferred Annuity Application*  
 Project Name/Number: *Single Premium Deferred Annuity Application/FA3011-01*

## Supporting Document Schedules

|  | <b>Item Status:</b> | <b>Status Date:</b> |
|--|---------------------|---------------------|
| <p><b>Satisfied - Item:</b> Flesch Certification</p> <p><b>Comments:</b></p> <p><b>Attachment:</b><br/>Readability Certification - FA3011-01.pdf</p> |                     |                     |

|   | <b>Item Status:</b> | <b>Status Date:</b> |
|---|---------------------|---------------------|
| <p><b>Satisfied - Item:</b> Application</p> <p><b>Comments:</b><br/>The application being filed for approval is in the form schedule tab.</p> |                     |                     |

|  | <b>Item Status:</b> | <b>Status Date:</b> |
|--|---------------------|---------------------|
| <p><b>Bypassed - Item:</b> Life &amp; Annuity - Acturial Memo</p> <p><b>Bypass Reason:</b> n/a</p> <p><b>Comments:</b></p> |                     |                     |

## CERTIFICATION OF READABILITY

| FORM #                         | FORM NAME                                   | FLESCH SCORE |
|--------------------------------|---|--------------|
| FA3011-01                      | SINGLE PREMIUM DEFERRED ANNUITY APPLICATION | 51.0         |
| FA5103SPDA-01<br>(5), (7), (9) | DISCLOSURE STATEMENT (5, 7 OR 9)            | 47.0         |

Forethought Life Insurance Company hereby certifies that this form achieves the Flesch reading ease score listed.



David K. Mullen, Sr. Vice President

August 3, 2011