

<i>SERFF Tracking Number:</i>	<i>GRAX-G127384079</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Great American Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>49644</i>
<i>Company Tracking Number:</i>	<i>P1088011NW</i>		
<i>TOI:</i>	<i>A02I Individual Annuities- Deferred Non-Variable</i>	<i>Sub-TOI:</i>	<i>A02I.003 Single Premium</i>
<i>Product Name:</i>	<i>Annuity Individual Fixed</i>		
<i>Project Name/Number:</i>	<i>Annuity Individual Fixed/P1088011NW</i>		

Filing at a Glance

Company: Great American Life Insurance Company

Product Name: Annuity Individual Fixed	SERFF Tr Num: GRAX-G127384079	State: Arkansas
TOI: A02I Individual Annuities- Deferred Non-Variable	SERFF Status: Closed-Approved-Closed	State Tr Num: 49644
Sub-TOI: A02I.003 Single Premium	Co Tr Num: P1088011NW	State Status: Approved-Closed
Filing Type: Form	Author: SPI	Reviewer(s): Linda Bird
	GreatAmericanFinancialRes	Disposition Date: 08/31/2011
	Date Submitted: 08/26/2011	Disposition Status: Approved-Closed
Implementation Date Requested:		Implementation Date:

State Filing Description:

General Information

Project Name: Annuity Individual Fixed	Status of Filing in Domicile: Pending
Project Number: P1088011NW	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: 08/31/2011
	State Status Changed: 08/31/2011
Deemer Date:	Created By: SPI GreatAmericanFinancialRes
Submitted By: SPI GreatAmericanFinancialRes	Corresponding Filing Tracking Number:
Filing Description:	

Enclosed for your review and approval, please find the form referenced above. This form is a new form and does not replace any existing form, nor has it been previously submitted to your Department for preliminary review. This submission does not contain any provisions, conditions, or concepts that are uncommon, unusual or possibly controversial from the standpoint of normal company or industry standards.

Form number P1088011NW is a single premium deferred annuity contract with a market value adjustment. At the end of the initial term, the contract will renew for additional one year terms and the early withdrawal charges and market value

SERFF Tracking Number: GRAX-G127384079 State: Arkansas
 Filing Company: Great American Life Insurance Company State Tracking Number: 49644
 Company Tracking Number: P1088011NW
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
 Variable
 Product Name: Annuity Individual Fixed
 Project Name/Number: Annuity Individual Fixed/P1088011NW

adjustment will end.

It will be sold to the general public through appropriately licensed agents. This contract can be issued as either a non-tax qualified annuity by itself, or as a tax qualified annuity by attaching one or more endorsements.

Order Ticket form number A1069811NW will be used to apply for this product.

Company and Contact

Filing Contact Information

Brenda Little, Senior Compliance Filing Analyst blittle@gafri.com
 P. O. Box 5420 513-412-2725 [Phone] 12725 [Ext]
 Cincinnati, OH 45201-5420 513-361-5967 [FAX]

Filing Company Information

Great American Life Insurance Company CoCode: 63312 State of Domicile: Ohio
 P. O. Box 5420 Group Code: 84 Company Type:
 Cincinnati, OH 45201-5420 Group Name: Great American State ID Number:
 Financial Resources, Inc.
 (800) 854-3649 ext. [Phone] FEIN Number: 13-1935920

Filing Fees

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

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Great American Life Insurance Company	\$50.00	08/26/2011	50999282

SERFF Tracking Number: GRAX-G127384079 State: Arkansas
Filing Company: Great American Life Insurance Company State Tracking Number: 49644
Company Tracking Number: P1088011NW
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable
Product Name: Annuity Individual Fixed
Project Name/Number: Annuity Individual Fixed/P1088011NW

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	08/31/2011	08/31/2011

SERFF Tracking Number: GRAX-G127384079 *State:* Arkansas
Filing Company: Great American Life Insurance Company *State Tracking Number:* 49644
Company Tracking Number: P1088011NW
TOI: A021 Individual Annuities- Deferred Non- *Sub-TOI:* A021.003 Single Premium
Variable
Product Name: Annuity Individual Fixed
Project Name/Number: Annuity Individual Fixed/P1088011NW

Disposition

Disposition Date: 08/31/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: GRAX-G127384079 State: Arkansas
 Filing Company: Great American Life Insurance Company State Tracking Number: 49644
 Company Tracking Number: P1088011NW
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
 Variable
 Product Name: Annuity Individual Fixed
 Project Name/Number: Annuity Individual Fixed/P1088011NW

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Yes	Yes
Supporting Document	Life & Annuity - Acturial Memo	No	No
Supporting Document	NW - Reserve Methodology	Yes	Yes
Supporting Document	NW - GMIR Determination, NW - GMIR Example	Yes	Yes
Supporting Document	NW - SNFL Demonstration	Yes	Yes
Supporting Document	NW - MVA Example	Yes	Yes
Supporting Document	AR - NAIC TRANSMITTAL DOCUMENT, AR - NAIC FORM FILING ATTACHMENT	Yes	Yes
Supporting Document	Cover Letter	Yes	Yes
Supporting Document	NW Explanation of Variables	Yes	Yes
Supporting Document	Application	Yes	Yes
Form	Individual Deferred Annuity Contract	Yes	Yes

SERFF Tracking Number: GRAX-G127384079 State: Arkansas
 Filing Company: Great American Life Insurance Company State Tracking Number: 49644
 Company Tracking Number: P1088011NW
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
 Variable
 Product Name: Annuity Individual Fixed
 Project Name/Number: Annuity Individual Fixed/P1088011NW

Form Schedule

Lead Form Number: P1088011NW

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	P1088011NW	Policy/Contract	Individual Deferred Annuity Contract	Initial		50.700	P1088011NW .PDF



LIFE INSURANCE COMPANY

Home Office: Cincinnati, Ohio
Administrative Office: P.O. Box 5420, Cincinnati, Ohio 45201-5420

Individual Deferred Annuity Contract
Single Purchase Payment
Nonparticipating - No Dividends
Market Value Adjustment

TWENTY DAY EXAMINATION-RIGHT TO CANCEL

You may cancel this contract ("Contract") by returning it and giving us written notice of cancellation. You have until midnight of the twentieth (20th) day following the day you receive this Contract, or such longer period as may be provided by law. If you purchased this Contract to replace an existing annuity contract, you have until midnight of the thirtieth (30th) day following the date you receive this Contract. This Contract must be returned and the required notice must be given to us or to the producer who sold it to you, in person or by mail. If by mail, the return of this Contract or the notice is effective on the date it is postmarked, with the proper address and with postage paid. If you cancel this Contract as set forth above, this Contract shall be void and we will refund the Purchase Payment made for it.

As you read through this Contract, please note that the words "we", "us", "our", and "Company" refer to Great American Life Insurance Company. The words "you" and "your" refer to the Owner, including a joint owner, if any. "Administrative Office" means our home office or any other place of business that we may designate for administration.

This is a deferred annuity contract with a **Market Value Adjustment** provision that may increase or decrease contract values. It is a legally binding agreement between you and us.

PLEASE READ YOUR CONTRACT WITH CARE.

MARK F. MUETHING
EXECUTIVE VICE PRESIDENT

JOHN P. GRUBER
SECRETARY

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CONTRACT SPECIFICATIONS

OWNER: [JOHN DOE]

AGE OF OWNER AS OF CONTRACT EFFECTIVE DATE: [35]

[JOINT OWNER:] [N/A]

[AGE OF JOINT OWNER AS OF CONTRACT EFFECTIVE DATE:] [N/A]

ANNUITANT: [JOHN DOE]

[AGE OF ANNUITANT AS OF CONTRACT EFFECTIVE DATE:] [35]

CONTRACT NUMBER: [000000000]

TAX QUALIFIED CONTRACT: [YES—TAX QUALIFICATION ENDORSEMENT INCLUDED] [NO]

CONTRACT EFFECTIVE DATE: [JULY 01, 2011]

ANNUITY COMMENCEMENT DATE: [JULY 01, 2071]

AMOUNT OF PURCHASE PAYMENT: [\$10,000]

BASE INTEREST RATE FOR INITIAL TERM: [2.00%]

[INTEREST RATE BONUS FOR FIRST YEAR OF INITIAL TERM:] [0.25%]

[ANNUAL INTEREST RATE ADJUSTMENT FOR INITIAL TERM:] [0.10%]

LENGTH OF INITIAL TERM: [5] years

MVA INDEX: [Sum of the 5-Year Treasury Constant Maturity Series Index and the BofA Merrill Lynch 5-10 Year US Corporate Bond Index]

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GUARANTEED MINIMUM INTEREST RATE: [1.00%]

MINIMUM REQUIRED VALUE: [\$5,000]

MINIMUM FIXED PERIOD ANNUITIZATION: [5] years

EARLY WITHDRAWAL CHARGE RATES FOR INITIAL TERM:

Term Year:	1	2	3	4	5	6+
Early Withdrawal Charge Rate:	9%	8%	7%	6%	5%	0%

INQUIRIES: **For information and assistance, or to make a complaint, call or write:**

Policy Administration
 Great American Life Insurance Company
 P.O. Box 5420
 Cincinnati, Ohio 45201-5420
 1-800-854-3649

If you prefer, you may visit us at our website, www.GAFRI.com, or email us at clientrelations@gafri.com.

DEFINITIONS

Annuity Benefit: The payments that may be made under the ANNUITY BENEFIT section of this Contract.

Annuity Commencement Date: The first day of the first payment interval for which payment of an Annuity Benefit is to be made.

Beneficiary: The person entitled to receive any Death Benefit that is to be paid under this Contract.

Contract Anniversary: The date in each year that is the annual anniversary of the Contract Effective Date.

Contract Effective Date: The date as of which the Purchase Payment is applied to this Contract. That date is set out on the Contract Specifications page.

Contract Year: Each twelve (12) month period that begins on the Contract Effective Date or on a Contract Anniversary.

Death Benefit: The benefit described in the DEATH BENEFIT section of this Contract.

Death Benefit Commencement Date: The first day of the first payment interval for a Death Benefit that is paid as periodic payments; or the date of payment for a Death Benefit that is paid as a lump sum.

Due Proof of Death: One (1) of the following:

- 1) a certified copy of a death certificate; or
- 2) a certified copy of a decree that is made by a court of competent jurisdiction as to the finding of death.

We may also accept other proof that is satisfactory to us.

Free Withdrawal Allowance: The total amount or amounts that may be taken as a withdrawal or surrender during a Contract Year of the initial Term without a Market Value Adjustment or Early Withdrawal Charge that would otherwise apply. This amount is described in the **Free Withdrawal Allowance** provision of this Contract.

Market Value Adjustment: An adjustment that may apply to Contract values on a withdrawal or surrender before the end of the initial Term. This adjustment depends on changes in interest rates as reflected in the MVA Index since the Contract Effective Date and the amount of time remaining until the end of the initial Term. If the MVA Index has gone up, stayed the same, or decreased by less than 0.25%, then any Market Value Adjustment that may apply will decrease your Contract values. If the MVA Index has have gone down by more than 0.25%, then any Market Value Adjustment that may apply will increase your Contract values. It is applied and calculated as set out in the **Market Value Adjustment** provision of this Contract.

MVA Index: The MVA Index set out on the Contract Specifications page. We may replace or adjust this index as allowed by the **Change in Index** provision of this Contract.

Purchase Payment: The amount received by us for this Contract. This amount is after the deduction of any fee charged by the person remitting payments. It is also after the deduction of any taxes withheld from the payment.

Tax-Qualified Contract: An annuity contract that is intended to qualify for special tax treatment for retirement savings. Whether this is a Tax-Qualified Contract is set out on the Contract Specifications page.

Term: The period of time for which the interest rate is declared. The initial Term begins on the Contract Effective Date. The length of the initial Term is set out on the Contract Specifications page. Subsequent Terms begin upon expiration of the preceding Term, and are one (1) year in length.

Written Request: Information provided, or a request made, that is:

- 1) complete and satisfactory to us;
- 2) sent to us on our form or in a manner satisfactory to us, which may, at our discretion, be by telephone or electronic means; and
- 3) received by us at our Administrative Office.

A Written Request is subject to any payment that we make before we acknowledge it. It is also subject to any action that we take before we acknowledge it. We will deem a Written Request to be a standing order. It may be modified or revoked only by a subsequent Written Request, when permitted by the terms of this Contract. You may be required to return this Contract to us in connection with a Written Request.

GENERAL PROVISIONS

Entire Contract

This Contract is an individual deferred annuity contract. It is intended to qualify as an annuity under Section 72 of the Internal Revenue Code and the tax qualification set out in the tax qualification endorsement, if any. This Contract, any application for it, any endorsements to it, and any riders and rider applications, form the entire contract between you and us.

Only statements that you have made in consideration for this Contract or a rider may be used to defend a claim based on it, or to void this Contract or a rider. Such statements are treated as representations and not warranties.

Changes – Waivers

No changes or waivers of the terms of this Contract are valid unless made in writing and are signed by our President, Vice President, or Secretary. No other person or producer has authority to change or waive any provision of this Contract. We reserve the right, in our sole discretion, to administer or change the terms of this Contract to obtain or retain the intended tax treatment under federal tax law, or to take into account other pertinent laws and governmental regulations and rulings.

Nonparticipating

This Contract does not pay dividends or share in the Company's divisible surplus.

Misstatement

If the age of a person is misstated, payments shall be adjusted to the amount that would have been payable based on the correct age. If payments based on the correct age would have been higher, we will promptly pay the underpaid amount in one (1) sum, with interest. If payments based on the correct age would have been lower, we may deduct the overpaid amount, with interest, from succeeding payments. We may also pursue other remedies at law or in equity. The interest to be paid or charged shall be at the rate used to calculate the payments, but shall not exceed six percent (6%) per year.

Required Reports

At least once each Contract Year, we will send you a report of your current values. We will also provide any other information required by law. These reports will stop on the earliest of the following dates:

- 1) the date that this Contract is surrendered;
- 2) the Annuity Commencement Date; or
- 3) the Death Benefit Commencement Date.

The reports will be mailed to your last known address. If permitted by law, in place of that we may deliver these and other required documents in electronic form. The reported values will be based on the information in our possession at the time that we prepare the report. We may adjust the reported values at a later date if that information proves to be incorrect or has changed.

Exclusive Benefit

Your rights as Owner of this Contract are for the exclusive benefit of you and your Beneficiaries. Your rights as Owner of this Contract are not forfeitable by us.

State Law

All factors, values, benefits, and reserves under this Contract shall not be less than those required by the law of the state in which this Contract is delivered.

Claims of Creditors

To the extent allowed by law, your rights as Owner of this Contract and all values and benefits under it are not subject to the claims of creditors or to legal process.

Company Liability

We will not be liable for any loss that is related to a failure by you, or by any other person having rights or benefits under this Contract, to comply with pertinent laws or governmental regulations or rulings.

Incontestability

This Contract is not contestable by us, except to the extent stated in an application, rider, or endorsement, if any.

Discharge of Liability

We will be discharged from all liability to the extent of each payment that is made for a withdrawal, surrender, Annuity Benefit, Death Benefit, or rider benefit.

Transfer by the Company

We reserve the right to transfer our obligations under this Contract to another qualified life insurance company under an assumption or reinsurance arrangement. We may make such a transfer without your consent.

Taxes

Some states impose on the Company a premium tax or other taxes on annuities. If a premium tax or other tax is charged or due, we reserve the right to deduct this amount from the Purchase Payment or Account Value at the time that it is imposed.

Proof of Death

Before making payment of a Death Benefit, or any other payment or transfer of ownership rights that depends on the death of a specified person, we will require Due Proof of Death. We may delay making any payment until it is received.

Change in Index

This Contract has an MVA Index. If the index or a component of it stops being published, then we will select a similar published index to replace it. If the publication schedule of the index or a component of it is changed, or if the calculation of it is changed significantly, then we may select a similar published index to replace it or make adjustments to it to approximate the performance of the index as it was originally composed. A new index will not be exactly the same, but will correspond reasonably, as determined by us in good faith, to the index being replaced. If required, we will get approval from the insurance department of the state where this Contract was issued before we replace or adjust the index.

PURCHASE PAYMENT

The Purchase Payment must be received by us on or before the Contract Effective Date. No additional Purchase Payments may be made. Unless we agree, the Purchase Payment must be at least the minimum Purchase Payment and cannot exceed the maximum Purchase Payment that we set for such from time to time. Upon request, we will provide you with a receipt as proof of payment.

CONTRACT VALUES**Account Value**

The Account Value of this Contract at any time is equal to:

- 1) the Purchase Payment received by us; minus
- 2) the premium tax or other tax that may apply to the Purchase Payment; and minus
- 3) all withdrawals and applicable Early Withdrawal Charges; and plus or minus
- 4) the Market Value Adjustments, if any, that applied to such withdrawals; and minus
- 5) rider fees and charges, if any; and plus
- 6) interest that we credit daily.

If the Market Value Adjustment that applied to a withdrawal is a negative number, it will reduce the Account Value.

Surrender Value

The Surrender Value of this Contract at any time is equal to:

- 1) the Account Value; plus
- 2) the Market Value Adjustment that would apply on a surrender of this Contract; and minus
- 3) the Early Withdrawal Charge that would apply on a surrender of this Contract.

If the Market Value Adjustment is a negative number, it will reduce the Surrender Value.

Market Value Adjustment

During the initial Term, a Market Value Adjustment shall be made to the Account Value of this Contract if you surrender it or take a withdrawal in excess of the Free Withdrawal Allowance prior to the end of the Term.

Subject to the limits set out below, the Market Value Adjustment shall be equal to the MVA factor multiplied by the amount subject to the adjustment. The amount subject to the adjustment is equal to the portion of the Account Value that you withdraw or surrender. It shall include the amount applied towards any negative Market Value Adjustment and Early Withdrawal Charge. It shall not include the amount, if any, covered by your Free Withdrawal Allowance.

The MVA factor is equal to:

$$\left[\frac{1 + A}{1 + B + .0025} \right]^N - 1$$

Where:

- A = the index interest rate from the MVA Index on the Contract Effective Date;
- B = the index interest rate from the MVA Index for the date that we receive your request for a withdrawal or surrender; and
- N = the number of whole and partial years remaining to the end of the initial Term.

A positive Market Value Adjustment shall never be greater than the Early Withdrawal Charge that applies to the withdrawal or surrender. A negative Market Value Adjustment shall never reduce the Surrender Value to less than the minimum permitted under the Standard Nonforfeiture Law of the state in which this Contract was delivered. No Market Value Adjustment shall be made with respect to amounts, if any, that we deduct for:

- 1) rider fees and charges, if any; or
- 2) premium tax or other tax on the Company.

No Market Value Adjustment shall apply to a withdrawal or surrender after the end of the initial Term.

Early Withdrawal Charge

During the initial Term, an Early Withdrawal Charge shall be deducted from the Account Value of this Contract if you surrender it or take a withdrawal in excess of the Free Withdrawal Allowance prior to the end of the Term.

The Early Withdrawal Charge shall be equal to the Early Withdrawal Charge rate multiplied by the amount that is subject to such charge. The Early Withdrawal Charge rates for each year of the Term are set out on the Contract Specifications page.

The amount subject to the charge is the portion of the Account Value that you withdraw or surrender, after the Market Value Adjustment is applied. It shall include any amount needed to pay the Early Withdrawal Charge itself. It shall not include the amount covered by your Free Withdrawal Allowance, if any.

No Early Withdrawal Charge shall apply to a withdrawal or surrender after the end of the initial Term.

Free Withdrawal Allowance

Prior to the first Contract Anniversary, the Free Withdrawal Allowance is an amount equal to ten percent (10%) of the Purchase Payment. On or after the first Contract Anniversary, Free Withdrawal Allowance is an amount equal to ten percent (10%) of the Account Value as of the most recent Contract Anniversary.

You may not carry over any unused part of your Free Withdrawal Allowance from one Contract Year to the next.

INTEREST

Interest Crediting

Interest under this Contract is credited daily and compounded annually. Interest shall be credited to the Purchase Payment beginning on the Contract Effective Date. We will not credit interest on amounts after the earliest of:

- 1) the date on which they are withdrawn or surrendered;
- 2) the Annuity Commencement Date; or
- 3) the date of death for which a Death Benefit is payable.

Base Interest Rate

The Base Interest Rate for the initial Term is set out on the Contract Specifications page. Subject to the other provisions of this Section, this interest rate is guaranteed for the entire Term. The Company, at its discretion, may declare a new Interest Rate for each new Term at least thirty (30) days in advance of that Term.

Interest Rate Bonus for First Year of Initial Term

The Interest Rate Bonus for the first year of the initial Term is set out on the Contract Specifications page. The interest credited under this Contract for the first year of the initial Term shall be determined by adding the Interest Rate Bonus to the Base Interest Rate. An Interest Rate Bonus will not apply after the first year of the initial Term.

Annual Interest Rate Adjustment

The Annual Interest Rate Adjustment, if any, for the initial Term is set out on the Contract Specifications page. After the first year of the initial Term, the interest credited under this Contract for each subsequent year of the Term shall be adjusted by adding or subtracting from the Base Interest Rate the sum of such Annual Interest Rate Adjustments for each completed year of the Term. An Annual Interest Rate Adjustment will not apply after the initial Term.

Guaranteed Minimum Interest Rate

Interest credited to this Contract shall never be at a rate less than the Guaranteed Minimum Interest Rate set out on the Contract Specifications page.

RENEWAL

At the end of a Term prior to the Annuity Commencement Date, your Account Value shall be added to a new Term that is one (1) year long. After the initial Term, no further Early Withdrawal Charges or Market Value Adjustments shall apply under the Contract.

SURRENDER AND WITHDRAWALS

Surrender

You may surrender this Contract in full at any time before the earlier of:

- 1) the Annuity Commencement Date; or
- 2) a death for which a Death Benefit is payable.

A surrender must be made by Written Request. In the case of a surrender, this Contract shall terminate.

The amount paid upon a surrender shall be the Surrender Value reduced by:

- 1) rider fees and charges, if any; and
- 2) the outstanding balance of loans, if any.

Withdrawals

You may take withdrawals from this Contract at any time before the earliest of:

- 1) the Annuity Commencement Date;
- 2) a death for which a Death Benefit is payable; or
- 3) the date that this Contract is surrendered.

A withdrawal must be made by Written Request. The amount of any withdrawal must be at least \$500. No withdrawal may be made if it would reduce the Account Value to less than the Minimum Required Value, net of any loan. The Minimum Required Value is set out on the Contract Specifications page.

Exchanges, Transfers, and Rollovers

An amount paid on a withdrawal or surrender may be paid to or for another annuity or tax-qualified account in a tax-free exchange, transfer, or rollover to the full extent allowed by federal tax law.

Termination

We reserve the right to terminate this Contract at any time that the Account Value is less than the Minimum Required Value. The Minimum Required Value is set out on the Contract Specifications page. If we terminate this Contract for this reason, we will pay you the Surrender Value. We will not terminate this Contract at a time when a distribution to you is prohibited by a tax qualification or employer plan endorsement.

Deferral of Payment

We reserve the right to delay payment of a surrender or withdrawal after we receive your Written Request for it. We may delay such payment for up to six (6) months upon receipt of written approval from the commissioner of insurance of the state in which this Contract was delivered.

OWNERSHIP PROVISIONS

Owner

The Owner of this Contract is the person or persons named as such on the Contract Specifications page, or the person or persons who become the owner or owners under the **Transfer of Ownership** provision or **Successor Owner** provision of this Contract.

Unless it is stated otherwise, the Owner may exercise all of the ownership rights under this Contract.

If you or a joint owner is a non-natural person, then the age of the eldest Annuitant is treated as the age of such Owner for all purposes under this Contract. A trustee or plan sponsor that owns this Contract is considered to be a non-natural person for all purposes under this Contract.

Joint Ownership

If this is a Tax-Qualified Contract, then no joint owner is permitted except where the Contract is owned by multiple plan sponsors or trustees.

If this is not a Tax-Qualified Contract, then two (2) persons may jointly own this Contract. If there is a joint owner, then you and the joint owner must exercise all rights of ownership by joint action.

Assignment

If this is a Tax-Qualified Contract, then you may not pledge, charge, encumber, or in any way assign your interest in this Contract except to the limited extent as may be provided in the tax qualification endorsement and the loan endorsement, if any.

If this is not a Tax-Qualified Contract, then you generally may assign all or any part of your rights under this Contract. However, you may not assign your rights to:

- 1) designate or change a Beneficiary;
- 2) designate or change an Annuitant;
- 3) transfer ownership; or
- 4) elect a settlement option.

The person to whom you make an assignment is called an assignee.

We are not responsible for the validity or tax effects of any assignment. An assignment must be made by Written Request and must be received at our Administrative Office. We will not be bound by an assignment until we acknowledge it. An assignment is subject to any payment made or any action we take before we acknowledge it. An assignment may be ended only by the assignee or as provided by law.

The rights of an assignee, including the right to any payment under this Contract, come before the rights of an Owner, Annuitant, Beneficiary, or other payee.

Transfer of Ownership

If this is a Tax-Qualified Contract, then you may not transfer, sell, or in any way alienate your interest in this Contract except to the limited extent provided in the tax qualification endorsement.

If this is not a Tax-Qualified Contract, then you may transfer ownership at any time during your lifetime. A transfer must be made by Written Request. Except as otherwise elected or as required by law, it shall not cancel a designation of an Annuitant or Beneficiary or a settlement option election.

Successor Owner

In some cases, your spouse may succeed to the ownership of this Contract after your death. Specifically, if a Death Benefit is payable on account of your death and your spouse is the sole Beneficiary under this Contract, then he or she shall become the successor owner of this Contract if:

- 1) you make that Written Request before your death; or
- 2) after your death, your spouse makes that Written Request within one (1) year of your death and before the Death Benefit Commencement Date.

As successor owner, your spouse shall then succeed to all rights of ownership under this Contract except the right to name another successor owner.

If the successor owner is not your spouse as defined by federal tax law, then the Contract values must be distributed after your death as required by the **Death Benefit Distribution Rules** provision of this Contract.

Community Property

If you live in a community property state and have a spouse at any time while you own this Contract, the laws of that state may vary your ownership rights.

ANNUITANT PROVISIONS

Annuitant

If this is a Tax-Qualified Contract, then the Annuitant is the Owner, or if the Owner is the plan sponsor or trustee, then the Annuitant is the designated natural person covered under the plan for whose benefit this annuity contract was purchased.

If this is not a Tax-Qualified Contract, then the Annuitant is the natural person or persons designated by you under the **Designation of Annuitant** provision of this Contract. If you do not designate an Annuitant or if no Annuitant designated by you is surviving, then the Annuitant shall be each Owner who is a natural person.

Designation of Annuitant

If this is a Tax-Qualified Contract, and if the Owner is the plan sponsor or trustee, then the Annuitant must be designated before the Contract Effective Date. The designation must be made by Written Request, and cannot be changed.

If this is not a Tax-Qualified Contract, then except as provided below, you may make or change a designation of Annuitant at any time before the Annuity Commencement Date. If you or a joint owner is a non-natural person, then the Annuitant must be designated before the Contract Effective Date. After the Contract Effective Date, a designation of Annuitant may not be changed while the Owner or joint owner is a non-natural person. For this purpose, a trustee is considered to be a non-natural person. A designation of Annuitant must be made by Written Request. Except as otherwise elected or as required by law, it shall not cancel a designation of a Beneficiary or a settlement option election. A designation may name two (2) or more natural persons jointly as the Annuitant. On the death of a joint Annuitant, the survivor shall become the sole Annuitant. A designation may name a natural person as a contingent Annuitant. A contingent Annuitant shall become the Annuitant only if there is no surviving primary Annuitant.

BENEFICIARY PROVISIONS

Beneficiary

If a Death Benefit becomes payable on account of your death or the death of a joint owner, then a surviving owner or joint owner is the Beneficiary no matter what other designation you may have made.

In all other cases, the Beneficiary is the person or persons that you designate under the ***Designation of Beneficiary*** provision of this Contract, or if none is surviving, then the Beneficiary is your estate.

A Beneficiary shall be deemed not to be surviving if he or she dies within thirty (30) days after the death for which the Death Benefit is payable.

Designation of Beneficiary

You may make or change a designation of Beneficiary at any time before the Annuity Commencement Date so long as:

- 1) you have not specified that a prior designation is irrevocable; and
- 2) no death has occurred for which a Death Benefit is payable.

A designation of Beneficiary must be made by Written Request. The Written Request must be received on or before the date of death for which a Death Benefit is payable. Except as otherwise elected or as required by law, it shall not change a settlement option election.

You may designate two (2) or more persons jointly as the Beneficiary. Unless you state otherwise, joint Beneficiaries that are surviving shall be entitled to equal shares. You may also designate one (1) or more persons as contingent Beneficiary. Unless you state otherwise, a contingent Beneficiary shall be entitled to a benefit only if there is no primary Beneficiary that is surviving.

ANNUITY BENEFIT

Annuity Commencement Date

The Annuity Commencement Date is set out on the Contract Specifications page. You may change the Annuity Commencement Date by Written Request. Such a request must be received by us no later than the chosen date, and at least thirty (30) days before the date of the first payment to be made under a settlement option.

You may not change the Annuity Commencement Date to a date that is earlier than the first Contract Anniversary. You may not change the Annuity Commencement Date to a date that is later than the Contract Anniversary following your 95th birthday or the 95th birthday of a joint owner, unless we agree.

Annuity Benefit Amount

The amount to be used to provide Annuity Benefit payments under this Contract is the Account Value as of the Annuity Commencement Date, reduced by:

- 1) rider fees and charges, if any;
- 2) premium tax or other taxes not previously deducted; and
- 3) the outstanding balance of loans, if any.

Annuity Benefit Payments

Annuity Benefit payments shall be made to the Annuitant as payee unless:

- 1) amounts are paid as a tax-free exchange, transfer, or rollover to or for an annuity or tax-qualified account as permitted by federal tax law; or
- 2) you are not the Annuitant, and you elect to have Annuity Benefit payments made to you as payee.

An Annuity Benefit payment for a payment interval that ends after the death of the payee shall be made to the contingent payee that you designate. If there is no such contingent payee surviving, then such payment shall be made to the person or persons designated as contingent payee by the last payee who received payments. Failing that, such payment shall be made to the estate of the last payee who received payments.

A designation or change of a payee or contingent payee must be made by Written Request. Unless you have specified that a prior designation is irrevocable, you may change the payee or contingent payee at any time, subject to the limits on primary payees described above.

In any event, the Annuitant shall be the person on whose life Annuity Benefit payments are based. A change of payee or contingent payee shall not change this.

Form of Annuity Benefit

Annuity Benefit payments shall be made annually under the terms of Option B as described in the SETTLEMENT OPTIONS section of this Contract with a fixed period of ten (10) years, or if fewer, the maximum number of whole years permitted under the tax qualification endorsement, if any.

In place of that, you may choose to have Annuity Benefit payments made in the form of any other option that is available to you under the SETTLEMENT OPTIONS section of this Contract. Your choice must be made by Written Request that is received by us no later than the Annuity Commencement Date and at least thirty (30) days before the date of the first payment to be made. It is subject to the **Annuity Benefit Distribution Rules** provision of this Contract.

No Annuity Benefit shall be paid if we have the right to terminate this Contract under the **Termination** provision of this Contract.

Annuity Benefit Distribution Rules

If this is a Tax-Qualified Contract, then Annuity Benefit payments must meet the required minimum distribution rules set out in the tax qualification endorsement.

If this is not a Tax-Qualified Contract, then Annuity Benefit payments that are still payable after the death of the person controlling payments must be made at least as rapidly as payments were being made at the time of such death. For this purpose, the person controlling payments is:

- 1) the Owner, if the Owner has the right to change the payee; or
- 2) in all other cases, the payee.

DEATH BENEFIT

Death Benefit

A Death Benefit shall be payable under this Contract if before the Annuity Commencement Date and before this Contract is surrendered:

- 1) you or a joint owner dies; or
- 2) you or a joint owner is a non-natural person, and the Annuitant dies.

For this purpose, a trustee or plan sponsor is considered to be a non-natural person, and the death of an individual who owns this Contract as a trustee or plan sponsor shall not be treated as the death of an owner.

If a Death Benefit becomes payable:

- 1) it shall be in place of all other benefits under this Contract; and
- 2) all other rights under this Contract shall terminate except for rights related to the Death Benefit.

No Death Benefit shall be paid on your death if your spouse becomes the successor owner of this Contract. Only one (1) Death Benefit can be paid under this Contract.

Death Benefit Amount

The Death Benefit shall be equal to the Account Value as of the date of death for which the Death Benefit is payable, reduced by:

- 1) rider fees and charges, if any;
- 2) premium tax or other taxes not previously deducted; and
- 3) the outstanding balance of loans, if any.

Interest on Death Benefit

We will accrue interest on the Death Benefit payable under this Contract as required by law. Such interest, if any, shall be added to the Death Benefit to be paid.

Death Benefit Commencement Date

The Beneficiary may designate the Death Benefit Commencement Date by Written Request. This request must be made within one (1) year of the date of death for which the Death Benefit is payable. It is subject to the **Death Benefit Distribution Rules** provision of this Contract. If no designation is made, then the Death Benefit Commencement Date shall be one (1) year after the date of death.

Death Benefit Payments

Death Benefit payments shall be made to the Beneficiary as payee unless:

- 1) amounts are paid as a tax-free exchange, transfer, or rollover to or for an annuity or tax-qualified account as permitted by federal tax law; or
- 2) the Beneficiary is a non-natural person, and elects to have Death Benefit payments made to a payee to whom the Beneficiary is obligated to make corresponding payments.

A Death Benefit payment for a payment interval that ends after the death of the Beneficiary shall be made to the contingent payee designated as part of any Death Benefit settlement option election made by you. If there is no such contingent payee surviving, then such payment shall be made to the person or persons designated as contingent payee by the Beneficiary. Failing that, such payment shall be made to the estate of the last payee who received payments.

A designation or change of a payee or contingent payee must be made by Written Request. A Beneficiary may not change a contingent payee designation made as part of a Death Benefit settlement option election made by you. A Beneficiary may make or change any other payee or contingent payee designation at any time.

The Beneficiary shall be the person on whose life Death Benefit payments under a settlement option will be based. A change of payee or contingent payee shall not change this. A Beneficiary that is a non-natural person may elect to have payments based on the life of a person to whom the Beneficiary is obligated. Such an election must be made by Written Request before the Death Benefit Commencement Date.

Form of Death Benefit

Death Benefit payments shall be made annually under the terms of Option A as described in the SETTLEMENT OPTIONS section of this Contract, with a period certain of four (4) years, or if fewer, the maximum number of whole years permitted under the tax qualification endorsement, if any.

In place of that, you may choose to have Death Benefit payments paid as a lump sum or in the form of any option that is available under the SETTLEMENT OPTIONS section of this Contract. Your choice must be made by Written Request that is received by us on or before the date of death for which a Death Benefit is payable.

If you do not make such a choice, the Beneficiary may make that choice at any time after the date of death. His or her choice must be made by Written Request that is received by us no later than the Death Benefit Commencement Date and at least thirty (30) days before the date of the first payment to be made.

Any choice is subject to the **Death Benefit Distribution Rules** provision of this Contract.

No settlement option payments shall be paid if the amount to be applied as a Death Benefit is less than \$2,000. In that case, the amount to be applied shall be paid as a lump sum on the Death Benefit Commencement Date.

Death Benefit Distribution Rules

If this is a Tax-Qualified Contract, then Death Benefit payments must meet the required minimum distribution rules set out in the tax qualification endorsement.

If this is not a Tax-Qualified Contract, then the Death Benefit must be paid either:

- 1) in full within five (5) years of the date of death; or
- 2) over the life of the Beneficiary or over a period certain not exceeding his or her life expectancy, with payments at least annually starting within one (1) year of the date of death.

However, if this is not a Tax-Qualified Contract and your spouse (as defined by federal tax law) becomes the successor owner of this Contract after your death, then:

- 1) this rule shall not apply at the time of your death; and
- 2) if your spouse later dies before the Annuity Commencement Date, this rule shall apply upon the death of your spouse, with your spouse being treated as the Owner for purposes of this rule.

SETTLEMENT OPTIONS

Conditions

Payments under a settlement option are subject to any minimum amounts, payment intervals, and other terms and conditions that we may from time to time require. If we change our minimums, we may change any current or future payment amounts and/or payment intervals to conform to the change. Payments under a settlement option are made at the end of a payment interval. More than one (1) settlement option may be elected if the requirements for each settlement option elected are satisfied. Once payment begins under a settlement option, the settlement option may not be changed.

All elected settlement options must comply with pertinent laws and governmental regulations and rulings.

If more than one (1) person is the payee under a settlement option, payments shall be made to the payees jointly. No more than two (2) persons may be initial payees under a joint and survivor settlement option.

If payment under a settlement option depends on whether a specified person is still alive, we may at any time require proof that such person is still living. We will require proof of the age of any person on whose life payments are based.

Nonhuman Payees under a Settlement Option

Except as stated below, the primary payee under a settlement option must be a human being. All settlement option payments during his or her life must be made by check payable to the primary payee or by electronic transfer to a checking or savings account owned by the primary payee. Settlement option payments may be made as a tax-free exchange, transfer, or rollover to or for another annuity or tax-qualified account to the full extent allowed by federal tax law. A nonhuman owner may be the primary payee. We may make other exceptions in our discretion.

Limitation on Election of Settlement Option

A fixed period of less than the Minimum Fixed Period Annuitization is available only as a Death Benefit settlement option. The Minimum Fixed Period Annuitization is set out on the Contract Specifications page.

Settlement Option Computations

The Annuity 2000 Mortality Table for blended lives (60% female/40% male) with interest at [one percent (1%)] per year, compounded annually, is used to compute all guaranteed settlement option factors, values and benefits under this Contract. For purposes of calculating payments based on the age of a person, we will use the person's age as of his or her last birthday.

Available Settlement Options

The available settlement options are set out below.

Option A Fixed Period Annuity

We will make periodic payments for a fixed period. The first payment shall be paid as of the last day of the initial payment interval. The maximum time over which we will make payments or money will be held by us is thirty (30) years. The Option A Table applies to this Option.

Option B Life Annuity or Life Annuity with Payments for at Least a Fixed Period

We will make periodic payments until the death of the person on whose life payments are based. If selected, we guarantee that such payments shall continue for at least a minimum fixed period even if the person should die before the end of that fixed period. The first payment shall be paid as of the last day of the initial payment interval. The Option B Table applies to this Option.

Option C Joint and One-half Survivor Annuity

We will make periodic payments until the death of the primary person on whose life payments are based; thereafter, we will make one-half (1/2) of the periodic payment until the death of the secondary person on whose life payments are based. The first payment shall be paid as of the last day of the initial payment interval. The Option C Table applies to this Option.

We will make periodic payment in any other form of settlement option that is acceptable to us at the time of an election.

Commuted Values

Commuted values are not available unless we agree otherwise.

Settlement Option Tables

The Option Tables show the payments that we will make at sample payment intervals for each \$1,000 applied based on the guaranteed settlement option factors. Amounts may vary with the payment interval and the age of the person on whose life payments are based. Upon request, we will provide information on the payments that we will make for other payment intervals and ages.

OPTION A TABLE - FIXED PERIOD ANNUITY

Payments for fixed number of years for each \$1,000 applied.

Term of Payments	Annual	Semi-Annual	Quarterly	Monthly
Years				
1	[\$1,010.00	\$503.74	\$251.55	\$83.78
2	507.51	253.12	126.40	42.10
3	340.02	169.58	84.68	28.20
4	256.28	127.82	63.83	21.25
5	206.03	102.76	51.31	17.09
6	172.54	86.05	42.97	14.31
7	148.62	74.12	37.01	12.32
8	130.69	65.18	32.55	10.84
9	116.74	58.22	29.07	9.68
10	105.58	52.65	26.29	8.75
11	96.45	48.10	24.02	8.00
12	88.84	44.31	22.12	7.37
13	82.41	41.10	20.52	6.83
14	76.90	38.35	19.15	6.37
15	72.12	35.97	17.96	5.98
16	67.94	33.88	16.92	5.63
17	64.25	32.04	16.00	5.33
18	60.98	30.41	15.18	5.05
19	58.05	28.95	14.45	4.81
20	55.41	27.63	13.80	4.59]

The values stated for fixed periods shorter than the Minimum Fixed Period Annuitization are available only as a Death Benefit option. The Minimum Fixed Period Annuitization is set out on the Contract Specifications page.

**OPTION B TABLE - LIFE ANNUITY
OR LIFE ANNUITY WITH PAYMENTS FOR AT LEAST A FIXED PERIOD**
Monthly payments by age of the person named for each \$1,000 applied.

Age*	Number of Months Certain				
	0	60	120	180	240
55	[\$3.25	\$3.24	\$3.22	\$3.18	\$3.12
56	3.33	3.33	3.30	3.26	3.18
57	3.42	3.42	3.39	3.34	3.25
58	3.52	3.51	3.48	3.42	3.32
59	3.62	3.61	3.58	3.51	3.40
60	3.73	3.72	3.68	3.60	3.47
61	3.85	3.83	3.79	3.69	3.54
62	3.97	3.95	3.90	3.79	3.62
63	4.10	4.08	4.02	3.89	3.69
64	4.24	4.22	4.14	4.00	3.77
65	4.39	4.36	4.27	4.10	3.84
66	4.55	4.52	4.41	4.21	3.91
67	4.72	4.68	4.56	4.33	3.99
68	4.90	4.86	4.71	4.44	4.05
69	5.10	5.04	4.87	4.55	4.12
70	5.30	5.24	5.03	4.67	4.18
71	5.53	5.45	5.21	4.78	4.24
72	5.77	5.68	5.39	4.89	4.29
73	6.03	5.92	5.57	5.00	4.34
74	6.31	6.18	5.76	5.11	4.38
75	6.61	6.45	5.95	5.21	4.42
76	6.93	6.74	6.15	5.31	4.45
77	7.28	7.04	6.35	5.40	4.48
78	7.66	7.37	6.55	5.48	4.50
79	8.07	7.71	6.75	5.56	4.52
80	8.51	8.07	6.94	5.63	4.54]

* Age as of last birthday

OPTION C TABLE - JOINT AND ONE-HALF SURVIVOR ANNUITY
 Monthly payments by ages of the persons named for each \$1,000 applied.*

Primary Age**	Secondary Age**										
	60	61	62	63	64	65	66	67	68	69	70
60	[\$3.39	\$3.42	\$3.44	\$3.46	\$3.48	\$3.50	\$3.52	\$3.54	\$3.56	\$3.57	\$3.59
61	3.47	3.49	3.52	3.54	3.56	3.59	3.61	3.63	3.65	3.66	3.68
62	3.54	3.57	3.59	3.62	3.65	3.67	3.69	3.72	3.74	3.76	3.78
63	3.61	3.64	3.67	3.70	3.73	3.76	3.79	3.81	3.83	3.86	3.88
64	3.69	3.72	3.76	3.79	3.82	3.85	3.88	3.91	3.93	3.96	3.98
65	3.77	3.80	3.84	3.88	3.91	3.94	3.98	4.01	4.04	4.07	4.09
66	3.85	3.89	3.93	3.97	4.00	4.04	4.08	4.11	4.14	4.18	4.21
67	3.93	3.97	4.02	4.06	4.10	4.14	4.18	4.22	4.25	4.29	4.32
68	4.01	4.06	4.11	4.15	4.20	4.24	4.28	4.33	4.37	4.41	4.44
69	4.10	4.15	4.20	4.25	4.30	4.34	4.39	4.44	4.48	4.53	4.57
70	4.18	4.24	4.29	4.34	4.40	4.45	4.50	4.55	4.60	4.65	4.70]

* Payments after the death of the primary payee shall be one-half (1/2) of the amount shown.

** Age as of last birthday

GREAT AMERICAN LIFE INSURANCE COMPANY[®]

Individual Deferred Annuity Contract

Single Purchase Payment

Nonparticipating - No Dividends

Market Value Adjustment

SERFF Tracking Number: GRAX-G127384079 State: Arkansas
 Filing Company: Great American Life Insurance Company State Tracking Number: 49644
 Company Tracking Number: P1088011NW
 TOI: A021 Individual Annuities- Deferred Non- Variable Sub-TOI: A021.003 Single Premium
 Product Name: Annuity Individual Fixed
 Project Name/Number: Annuity Individual Fixed/P1088011NW

Supporting Document Schedules

Item Status: **Status Date:**

Satisfied - Item: Flesch Certification
Comments:
Attachment:
 AR - READABILITY CERTIFICATION.PDF

Item Status: **Status Date:**

Satisfied - Item: Life & Annuity - Acturial Memo
Comments:
Attachment:
 NW - Actuarial Memorandum.PDF

Item Status: **Status Date:**

Satisfied - Item: NW - Reserve Methodology
Comments:
Attachment:
 NW - Reserve Methodology.PDF

Item Status: **Status Date:**

Satisfied - Item: NW - GMIR Determination, NW - GMIR Example
Comments:
Attachments:
 NW - GMIR Determination.PDF
 NW - GMIR Example.PDF

Item Status: **Status**

SERFF Tracking Number: GRAX-G127384079 State: Arkansas
Filing Company: Great American Life Insurance Company State Tracking Number: 49644
Company Tracking Number: P1088011NW
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable
Product Name: Annuity Individual Fixed
Project Name/Number: Annuity Individual Fixed/P1088011NW

Date:

Satisfied - Item: NW - SNFL Demonstration

Comments:

Attachment:

NW - SNFL-Demonstration.PDF

Item Status:

Status

Date:

Satisfied - Item: NW - MVA Example

Comments:

Attachment:

NW - MVA Example.PDF

Item Status:

Status

Date:

Satisfied - Item: AR - NAIC TRANSMITTAL
DOCUMENT, AR - NAIC FORM
FILING ATTACHMENT

Comments:

Attachments:

AR - NAIC TRANSMITTAL DOCUMENT.PDF

AR - NAIC FORM FILING ATTACHMENT.PDF

Item Status:

Status

Date:

Satisfied - Item: Cover Letter

Comments:

Attachment:

Cover Letter.PDF

Item Status:

Status

Date:

Satisfied - Item: NW Explanation of Variables

Comments:

SERFF Tracking Number: GRAX-G127384079 State: Arkansas
Filing Company: Great American Life Insurance Company State Tracking Number: 49644
Company Tracking Number: P1088011NW
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable
Product Name: Annuity Individual Fixed
Project Name/Number: Annuity Individual Fixed/P1088011NW

Attachment:

NW - EOV 081611.PDF

Item Status:

Status

Date:

Satisfied - Item: Application

Comments:

Attachment:

A1069811NW.PDF

STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: Great American Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
P1088011NW	50.7

Signed: 
Name: John P. Gruber
Title: Senior Vice President
Date: 8/26/2011

DESCRIPTION OF METHODOLOGY USED IN CALCULATING
RESERVES FOR POLICY FORM P1088011NW

This policy is a Single Premium Deferred Annuity with a guaranteed crediting rate for a term of 5 years. At the end of the term period, the contractholder may continue with no further surrender charges applied.

Each policy has an Account Value which is available if funds are withdrawn through periodic payments of at least five years in duration, or in a lump sum as a death benefit. This minimum withdrawal period may be changed for new issues. The Cash Surrender Value is available if funds are withdrawn in a lump sum. The Cash Surrender Value equals the Surrender Value less any Surrender Charges and any indebtedness.

The Account Value is equal to (i) 100% of the premiums paid less (ii) all withdrawals and applicable surrender charges plus (iii) interest credited less (iv) Premium Taxes and other taxes, if any. The Surrender Charges vary by policy year and begin at 9% at issue then decrease by 1% per year until policy year six, then are zero in years 6 and later, unless renewed as discussed above. A free partial withdrawal amount is available after contract year 1 of an amount up to 10% of the most recent contract anniversary Account Value. In year 1 amounts up to 10% of the initial premium are available as a free partial withdrawal.

The guaranteed interest rate for a given contract may vary by issue date, and will be determined in accordance with the NAIC requirements. Once established for a contract, such rate will not be redetermined. Guaranteed settlement option interest rates are 1% and the Annuity 2000 mortality table will be used when applicable.

There is also a Market Value Adjustment applicable to these contracts which is not considered in the determination of the statutory reserve. The MVA could increase or decrease the Account Value (within specified limits).

In determining the "present value of the greatest ... future guaranteed benefit" as required by the Commissioners Annuity Reserve Valuation Method (CARVM), it is necessary to consider future surrender benefits and annuity benefits, both of which are functions of the Account Value.

Our reserve system will separately compute a cash surrender value stream and an annuitization stream. Each of those streams will reflect free partial withdrawals as appropriate.

For any given duration the cash surrender value as of that anniversary is equal to:

$$AV_n \cdot (1+j)^t \cdot (1 - \text{Surrender Charge}(n+t))$$

where n = duration as of the valuation date

$$AV_n = \text{Account Value at duration } n,$$

$$\text{Surrender Charge}(n+t) = \text{Surrender Charge Rate for duration } n+t$$

$$t = \text{duration from valuation date to anniversary date}$$

j = Contractually guaranteed interest rate, including the new money rate during the term period,
and i = Maximum Type B valuation interest rate specified in the dynamic interest rate section of the valuation law.

The Type B rate used would be the rate for contracts with cash settlements, issue year valuation basis, without interest guarantees on considerations received more than one year after issue, with a guarantee duration of five years and less.

A stream of these values would be computed and the maximum value would be determined to determine the reserve for the cash surrender value stream. As mentioned before, this stream will consider non-elective benefits and partial withdrawals as appropriate, and is subject to a cash surrender value floor.

The annuitization stream would be similarly determined, except no surrender charges will apply and annuitization factor would be applied. Furthermore that stream would be discounted at the type A valuation rate appropriate for this contract.

The Annuity Factor would equal:

$$\begin{aligned} a_{5.5\%}/a_{1\%} &= 5.8248/6.759 \\ &= .8617 \end{aligned}$$

where 5.5% is the type A valuation rate and 1% is the contractually guaranteed interest rate.

This illustration is simplified by not reflecting partial withdrawals and mortality. Also, riders for terminal illness and Long Term Care are available and will be reflected in the non-elective benefit stream.



Sherri L. Isch, ASA, MAAA

Guaranteed Minimum Interest Rate Determination Process

In the last month of each calendar quarter, the Actuarial Department will retrieve the three most recent monthly averages of the five-year Constant Maturity Treasury yields (CMT) from www.federalreserve.gov. The three months retrieved will consist of the last month of the prior quarter and the first two months of the current quarter.

Determination of Guaranteed Rate for New Issues

The Minimum Permitted Guaranteed Interest Rate (MPGIR) will be recalculated before the end of each calendar quarter. The resulting MPGIR will apply to policies issued on or after the first day of the upcoming quarter for purposes of determining those policies' guaranteed minimum interest rate. Samples of the calculations are attached.

The MPGIR will be calculated following these steps:

1. The 11 most recent monthly average five-year CMTs through the second month of the current quarter will be averaged.
2. A constant 125 basis points is subtracted from step 1.
3. The result from step 2 is rounded to the nearest 5 basis point increment.
4. The calculated result is limited to a minimum rate of 1.0% and a maximum of 3.0%.

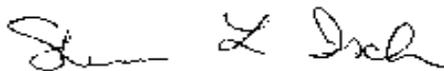
Before the beginning of the upcoming quarter, the Interest Rate Committee will agree upon and approve a guaranteed minimum interest rate for policies issued in the upcoming calendar quarter. The guaranteed minimum interest rate will always be at least as great as the MPGIR as calculated above. The guaranteed minimum interest rate may be set higher than the MPGIR.

Redetermination of Guaranteed Rates for In-Force Contracts

The guaranteed interest rate will not be redetermined once a contract has been issued.

Qualification

I am an Associate of the Society of Actuaries and a member of The American Academy of Actuaries. I meet the Academy qualification standards for rendering these statements.



Sherri L. Isch, ASA, MAAA
Product Development Actuary

**Minimum Permitted Guaranteed Interest
Rate (MPGIR) Calculation**

	Upcoming Quarter Begins on:	1/1/2010	4/1/2010	7/1/2010
Step		Monthly Average 5-YR CMT	Monthly Average 5-YR CMT	Monthly Average 5-YR CMT
	1/31/2009	1.59%	4/30/2009	1.86%
	2/28/2009	1.87%	5/31/2009	2.13%
	3/31/2009	1.82%	6/30/2009	2.70%
	4/30/2009	1.86%	7/31/2009	2.46%
	5/31/2009	2.13%	8/31/2009	2.57%
	6/30/2009	2.70%	9/30/2009	2.37%
	7/31/2009	2.46%	10/31/2009	2.33%
	8/31/2009	2.57%	11/30/2009	2.23%
	9/30/2009	2.37%	12/31/2009	2.34%
	New CMT rates input quarterly	2.37%	1/31/2010	2.48%
	New CMT rates input quarterly	2.33%	2/28/2010	2.36%
	New CMT rates input quarterly	2.23%	3/31/2010	2.43%
			4/30/2010	2.58%
			5/31/2010	2.18%
1.	11 month average of 5-year CMT	2.18%	2.35%	2.39%
2.	Average less 125 bps	0.93%	1.10%	1.14%
3.	Result rounded to near 5 basis points	0.95%	1.10%	1.15%
4.	MPGIR is result capped by 3.0% with a floor of 1.0%	1.00%	1.10%	1.15%
Guaranteed Minimum Interest Rate (GMIR) for Upcoming Quarter		1.00%	1.10%	1.15%

The company maintain its 2.0% GMIR.

EXHIBIT A: Nonforfeiture Demonstration using Contractual Minimum after MVA

n = **10**
 Purchase Payment = **10,000**
 Guaranteed Minimum Interest Rate (GMIR) = **1.0%**
 Annual Interest Rate Adjustment for Initial Term = **0.00%**
 First Year Interest Rate Bonus = **0.00%**
 Free Withdrawal Allowance = **10%**

1	2	3	4	5	6	7	Retrospective Test			Prospective Test		
							8	9	10	11	12	12
End of Contract Year (t)	Single Premium	Account Value $(3)t-1*(1+GMIR)^t$	Free Withdrawal Allowance	Surrender Charge	Surrender Value $(3) - (5)*[(3)-(4)]$	Surrender Value after largest negative MVA $\min((6)t, \max((9)t, (12)t))$	Nonforfeiture Net Premiums*	Minimum Required Value under the Cash Value Test $((8)t+(9)t-1)x(1+GMIR)$	Demonstration of Compliance Cash Value Test $(7) - (9)$	Guaranteed Value at Maturity $(3)*(1+GMIR)^{(n-t)}$	Minimum Required Value Under Present Value Test $(11)/[(1+GMIR+1\%)^{(n-t)}]$	Demonstration of Compliance Present Value Test $(7) - (12)$
1	10,000.00	10,100.00	1,000.00	9.0%	9,281.00	9,242.98	8,750.00	8,837.50	405.48	11,046.22	9,242.98	0.00
2	0.00	10,201.00	1,010.00	8.0%	9,465.72	9,427.84	0.00	8,925.87	501.97	11,046.22	9,427.84	0.00
3	0.00	10,303.01	1,020.10	7.0%	9,653.20	9,616.39	0.00	9,015.12	601.27	11,046.22	9,616.39	0.00
4	0.00	10,406.04	1,030.30	6.0%	9,843.49	9,808.72	0.00	9,105.27	703.45	11,046.22	9,808.72	0.00
5	0.00	10,510.10	1,040.60	5.0%	10,036.62	10,004.90	0.00	9,196.32	808.58	11,046.22	10,004.90	0.00
6	0.00	10,615.20	1,051.01	0.0%	10,615.20	10,204.99	0.00	9,288.28	916.71	11,046.21	10,204.99	0.00
7	0.00	10,721.35	1,061.52	0.0%	10,721.35	10,721.35	0.00	9,381.16	1,340.19	11,046.21	10,409.09	312.26
8	0.00	10,828.56	1,072.13	0.0%	10,828.56	10,828.56	0.00	9,474.97	1,353.59	11,046.21	10,617.27	211.29
9	0.00	10,936.84	1,082.85	0.0%	10,936.84	10,936.84	0.00	9,569.71	1,367.13	11,046.20	10,829.60	107.24
10	0.00	11,046.20	1,093.68	0.0%	11,046.20	11,046.20	0.00	9,665.40	1,380.80	11,046.20	11,046.20	0.00

* The Nonforfeiture Net Premium does not recognize collection or contract charges. This is a conservative approach.

NOTE: MVA adjustment only applies for 5 year term.

Attachment 2: Policy Values Demonstration

Issue Date:	<u>5 yr CMT</u>	<u>10A ML (C6A)</u>	<u>Combined</u>
1/1/2010	2.69%	1.80%	4.49%
1/1/2011	2.01%	1.71%	3.72%
1/1/2012	1.85%	1.50%	3.35%
1/1/2013	1.85%	1.50%	3.35%
1/1/2014	1.85%	1.50%	3.35%
1/1/2015	1.85%	1.50%	3.35%

	Input items in blue
Single Premium	\$ 100,000
Base Rate	1.45%
Annual Interest Rate Adjustment	0.10%
1st Year Interest Bonus	0.25%
GMIR	1.00%
Issue Age	60

<u>End of Year</u>	<u>Surrender Charge</u>	<u>Crediting Rate</u>	<u>Account Value</u>	<u>MVA</u>	<u>MVA Amount</u>	<u>Adjusted AV</u>	<u>Surrender Charge</u>	<u>Nonforfeiture Amount</u>	<u>Surrender Value</u>
1	9%	1.70%	\$ 101,700.00	2.02%	\$ 2,049.90	103,749.90	8,437.49	93,070.44	\$ 95,312.41
2	8%	1.55%	103,276.35	2.60%	2,684.59	105,960.94	7,663.28	95,448.81	98,297.66
3	7%	1.65%	104,980.41	1.73%	1,811.47	106,791.87	6,752.50	97,984.34	100,039.38
4	6%	1.75%	106,817.57	0.86%	917.64	107,735.21	5,834.23	100,686.19	101,900.98
5	5%	1.85%	108,793.69	0.00%	-	108,793.69	4,905.60	103,564.22	103,888.10

Life, Accident & Health, Annuity, Credit Transmittal Document

1.	Prepared for the State of	Arkansas
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2.	Department Use Only	
	State Tracking ID	

3. Insurer Name & Address	Domicile	Insurer License Type	NAIC Group #	NAIC #	FEIN #	State #
Great American Life Insurance Company P. O. Box 5420 Cincinnati OH 45201-5420	OH	Annuity	0084	63312	13-1935920	

4. Contact Name & Address	Telephone #	Fax #	E-mail Address
Brenda Little P. O. Box 5420 Cincinnati OH 45201-5420	800-854-3649 Ext. 12725	513-361-5967	blittle@gafri.com

5. Requested Filing Mode	<input checked="" type="checkbox"/> Review & Approval <input type="checkbox"/> File & Use <input type="checkbox"/> Informational <input type="checkbox"/> Combination (please explain): _____ <input type="checkbox"/> Other (please explain): _____
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6. Company Tracking Number	P1088011NW
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7.	<input checked="" type="checkbox"/> New Submission <input type="checkbox"/> Resubmission Previous file # _____
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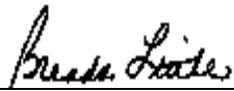
8. Market	<input checked="" type="checkbox"/> Individual <input type="checkbox"/> Franchise Group	<input type="checkbox"/> Small <input type="checkbox"/> Large <input type="checkbox"/> Small and Large <input type="checkbox"/> Employer <input type="checkbox"/> Association <input type="checkbox"/> Blanket <input type="checkbox"/> Discretionary <input type="checkbox"/> Trust <input type="checkbox"/> Other: _____
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9. Type of Insurance	A02I Individual Annuities- Deferred Non-Variable
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10. Product Coding Matrix Filing Code	A02I.003 Single Premium
--	-------------------------

11. Submitted Documents	<input checked="" type="checkbox"/> FORMS <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Outline of Coverage <input type="checkbox"/> Certificate <input type="checkbox"/> Application/Enrollment <input type="checkbox"/> Rider/Endorsement <input type="checkbox"/> Advertising <input type="checkbox"/> Schedule of Benefits <input type="checkbox"/> Other: _____ <input type="checkbox"/> RATES <input type="checkbox"/> New Rate <input type="checkbox"/> Revised Rate <input type="checkbox"/> FILING OTHER THAN FORM OR RATE: Please explain: _____ SUPPORTING DOCUMENTATION <input type="checkbox"/> Articles of Incorporation <input type="checkbox"/> Third Party Authorization <input type="checkbox"/> Association Bylaws <input type="checkbox"/> Trust Agreement <input type="checkbox"/> Statement of Variability <input type="checkbox"/> Certifications <input checked="" type="checkbox"/> Actuarial Memorandum <input type="checkbox"/> Other: _____
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12.	Filing Submission Date	8/24/2011
13.	Filing Fee (If required)	Amount <u>\$50.00</u> Check Date <u>EFT</u> Retaliatory <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Check Number <u>EFT</u>
14.	Date of Domiciliary Approval	Pending
15.	Filing Description:	
<p>Enclosed for your review and approval, please find the form referenced above. This form is a new form and does not replace any existing form, nor has it been previously submitted to your Department for preliminary review. This submission does not contain any provisions, conditions, or concepts that are uncommon, unusual or possibly controversial from the standpoint of normal company or industry standards.</p> <p>Form number P1088011NW is a single premium deferred annuity contract with a market value adjustment. At the end of the initial term, the contract will renew for additional one year terms and the early withdrawal charges and market value adjustment will end.</p> <p>It will be sold to the general public through appropriately licensed agents. This contract can be issued as either a non-tax qualified annuity by itself, or as a tax qualified annuity by attaching one or more endorsements.</p>		

16.	Certification (If required)	
<p>I HEREBY CERTIFY that I have reviewed the applicable filing requirements for this filing, and the filing complies with all applicable statutory and regulatory provisions for the state of <u>Arkansas</u>.</p>		
<p>Print Name <u>Brenda Little</u> Title <u>Senior Compliance Filing Analyst</u></p>		
<p>Signature <u></u> Date <u>8/24/2011</u></p>		

17.	Form Filing Attachment	
This filing transmittal is part of company tracking number	P1088011NW	
This filing corresponds to rate filing company tracking number		

	Document Name	Form Number		Replaced Form Number
	Description			Previous State Filing Number
01	Individual Deferred Annuity Contract	P1088011NW	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
02			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
03			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
04			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
05			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
06			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
07			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
08			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
10			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
11			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	



LIFE INSURANCE COMPANY

Administrative Mailing Address: P.O. Box 5420, Cincinnati, Ohio 45201-5420

August 26, 2011

NAIC No. 0084-63312
FEIN No. 13-1935920

Insurance Commissioner Jay Bradford
Compliance - Life and Health
Arkansas Department of Insurance
1200 West Third Street
Little Rock, AR 72201-1904

RE: Request For Approval - Great American Life Insurance Company
P1088011NW Individual Deferred Annuity Contract

Dear Insurance Commissioner Bradford:

Enclosed for your review and approval, please find the form referenced above. This form is a new form and does not replace any existing form, nor has it been previously submitted to your Department for preliminary review. This submission does not contain any provisions, conditions, or concepts that are uncommon, unusual or possibly controversial from the standpoint of normal company or industry standards.

Form number P1088011NW is a single premium deferred annuity contract with a market value adjustment. At the end of the initial term, the contract will renew for additional one year terms and the early withdrawal charges and market value adjustment will end.

It will be sold to the general public through appropriately licensed agents. This contract can be issued as either a non-tax qualified annuity by itself, or as a tax qualified annuity by attaching one or more endorsements.

Order Ticket form number A1069811NW will be used to apply for this product.

With this information, I look forward to receiving a favorable response to this filing.

If you have any questions or require additional information regarding this submission, please feel free to contact me at either of the phone numbers indicated below or via e-mail at blittle@gafri.com.

Sincerely,

Brenda Little
Senior Compliance Filing Analyst

BRENDA LITTLE , SENIOR COMPLIANCE FILING ANALYST
(800) 854-3649 (TOLL FREE - EXT. 12725)
(513) 412-2725 (DIRECT DIAL) * (513) 361-5967 FAX

**Explanation of Variables
Individual Deferred Annuity Contract
Contract Form No. P1088011NW**

BRACKETS

- Hard Brackets [] – Denote that provision or text is variable.

CONTRACT

Contract Specifications Page

- Owner – Will insert name of the Owner
- Age of Owner as of Contract Effective Date– Will insert age of the Owner
- Joint Owner – Will insert name of Joint Owner, if any
- Age of Joint Owner as of Contract Effective Date – Will insert age of Joint Owner, if any
- Annuitant – Will insert name of Annuitant
- Age of Annuitant as of Contract Effective Date – Will insert age of Annuitant, if the Annuitant is not an owner
- Contract Number – Will insert contract number
- Tax Qualified Contract – Will insert “No” or “Yes-tax qualification endorsement included” as appropriate
- Contract Effective Date – Will insert the Contract Effective date
- Annuity Commencement Date – Will insert the default annuity commencement date, which is the Contract Anniversary following the owner's 95th birthday
- Amount of Purchase Payment – Will insert payment received as of the Contract Effective Date
- Base Interest Rate For Initial Term – Will insert the interest rate guaranteed for the Initial Term (1.00% - 10.00%)
- Interest Rate Bonus for First Year of Initial Term – If made available, will insert the percentage rate to be multiplied by the Purchase Payment to determine the bonus. (0%-10%) If available, the bonus rate will be a function of consumer demand and the product's capital constraints in the economic/investment marketplace at time of issue. Once set, the bonus rate will not change on an issued contract.
- Annual Interest Rate Adjustment For Initial Term – Will insert the interest rate adjustment which will be added to the Base Interest Rate for the Initial Term (Range 0% - 1.00%)
- Length of Initial Term – Will insert the number of years that the base interest rate is guaranteed. (Range 1 to 5 years)
- MVA Index – Will insert the sum of the 5-Year Treasury Constant Maturity Series Index and the Bank of America Merrill Lynch 5-10 Year US Corporate Bond Index, or other similar short or mid-term bond index(es), together with any disclaimer that the publisher of the index may require. Once set, the MVA Index will not change on an issued contract unless the index(es) cease to be published.
- Product Name within MVA Index disclosure language – will insert the marketing name for the contract form number.
- Guaranteed Minimum Interest Rate – Will insert the minimum guaranteed interest rate. Will not be less than the minimum interest rate required under your state insurance law and applicable rules and regulations. Will be set at issue and not changed during lifetime of contract. (Range 1.00% - 3.00%)
- Minimum Required Value – Will insert the minimum Account Value that must be maintained to prevent the contract from being terminated (\$1,000 - \$5,000)
- Minimum Fixed Period Annuitization – Will insert the minimum duration for fixed-period annuity payments (5-7 years), other than as a Death Benefit settlement option. The length of the period will be a function of consumer demand and the least amount of time needed for benefit payments to offset the waiver of surrender charges in the current economic/investment environment as permitted by the product's capital constraints. Once set, the Minimum Fixed Period Annuitization will not change on an issued contract.

Contract Data

- Settlement Option Computations – Will use the Annuity 2000 Table for blended lives with a minimum interest rate of 1.00% - 5.00%. Once set, the rate will not change on an issued contract.
- Settlement Option Table A – Will insert values applicable to the determination of a periodic payment stream for a fixed period.
- Settlement Option Table B - Will insert values applicable to the determination of a periodic payment stream for life with at least a fixed period.
- Settlement Option Table C - Will insert values applicable to the determination of a periodic payment stream for joint lives with one-half of periodic payment stream continuing until the death of the survivor.

4. Verification of Client Identification

A. Owner

- Driver's License/ State/Country: _____
 State ID Number: _____
- Passport Date Issued: _____
- Other (photo id) Exp. Date: _____
- Owner is an entity, legal document(s) attached (e.g. Articles of Incorporation, Trust Agreement, etc.)

Occupation: _____

Employer: _____

Retired Yes No

For TSA to TSA transfer cases the previous employer is required even if retired.

D. Joint Owner

- Driver's License/ State/Country: _____
 State ID Number: _____
- Passport Date Issued: _____
- Other (photo id) Exp. Date: _____

Occupation: _____

Employer: _____

Retired Yes No

B. The source of funds for this transaction is: _____

C. The purpose of this transaction : _____

5. Beneficiary

All shares will be divided equally unless otherwise noted in the space provided. Please make sure to include the Social Security Number and date of birth for all Beneficiaries for identification purposes in the event of a claim.

If Owner is a Trust, then the Trust must be listed as the sole Primary Beneficiary.

List additional beneficiaries on the Additional Beneficiary Designation Form. Share/Percentage must equal 100%. If beneficiary is a trust, list the name of the trust, name(s) of the current trustee(s), and trust agreement date **AND provide copies of the first page and signature page of the trust.**

Primary Beneficiary		Contingent Beneficiary	
Share/Percentage _____ %		Share/Percentage _____ %	
Name _____		Name _____	
Address _____		Address _____	
City _____ State _____ Zip _____		City _____ State _____ Zip _____	
SSN _____ Relationship _____		SSN _____ Relationship _____	
Birth date _____		Birth date _____	
Share/Percentage _____ %		Share/Percentage _____ %	
Name _____		Name _____	
Address _____		Address _____	
City _____ State _____ Zip _____		City _____ State _____ Zip _____	
SSN _____ Relationship _____		SSN _____ Relationship _____	
Birth date _____		Birth date _____	

5. Beneficiary continued

Primary Beneficiary	Contingent Beneficiary
<div style="text-align: right;">Share/Percentage _____ %</div> Name _____ Address _____ City _____ State _____ Zip _____ SSN _____ Relationship _____ Birth date _____	<div style="text-align: right;">Share/Percentage _____ %</div> Name _____ Address _____ City _____ State _____ Zip _____ SSN _____ Relationship _____ Birth date _____
<div style="text-align: right;">Share/Percentage _____ %</div> Name _____ Address _____ City _____ State _____ Zip _____ SSN _____ Relationship _____ Birth date _____	<div style="text-align: right;">Share/Percentage _____ %</div> Name _____ Address _____ City _____ State _____ Zip _____ SSN _____ Relationship _____ Birth date _____
<div style="text-align: right;">Share/Percentage _____ %</div> Name _____ Address _____ City _____ State _____ Zip _____ SSN _____ Relationship _____ Birth date _____	<div style="text-align: right;">Share/Percentage _____ %</div> Name _____ Address _____ City _____ State _____ Zip _____ SSN _____ Relationship _____ Birth date _____
<div style="text-align: right;">Share/Percentage _____ %</div> Name _____ Address _____ City _____ State _____ Zip _____ SSN _____ Relationship _____ Birth date _____	<div style="text-align: right;">Share/Percentage _____ %</div> Name _____ Address _____ City _____ State _____ Zip _____ SSN _____ Relationship _____ Birth date _____

6. Notices (Please review the notice that applies to your state.)

ALL STATES:

Patriot Act Notice:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires us to obtain all relevant customer-related information necessary to run an effective anti-money laundering program.

What this means to you: When submitting an order ticket, we ask that the producer obtain the client's name, street address, date of birth, tax identification number and other customer-related information that will allow us to identify the customer and fulfill our obligations under Federal law. Picture documentation, such as a driver's license or other identifying documents, will be used to verify the information given at the time of the sale.

[Arizona Residents: Upon written request, we will provide reasonable factual information within a reasonable time regarding the benefits and provisions of the Contract. If for any reason you are not satisfied with the annuity contract, you may return it within twenty (20) days (or thirty (30) days if the Contract holder is age 65 or older on the date of the order ticket for the annuity Contract) after the Contract is delivered to you and receive a refund of all monies paid.]

[Alaska Residents: You have 20 days (30 for replacements) from the date you receive the contract to review it and cancel the contract, if you are not satisfied. Upon receipt of a written request, we will provide you with factual information regarding the benefits and policy provisions of this Contract to aid you in your decision. We will respond to your request for additional information within 10 days of its receipt. If you cancel the contract, we will refund the Purchase Payment made for it.

6. Notices continued

[Arkansas, Louisiana and Rhode Island Residents: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an order ticket for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

[California Residents Age 65 or Older: The sale or liquidation of any stock, bond, IRA, certificate of deposit, mutual fund, annuity, or other asset to fund the purchase of an annuity or life insurance product may have tax consequences, early withdrawal penalty, or other costs or penalties. We recommend that you consult independent legal or financial advice before selling or liquidating any assets to fund the purchase of any life insurance or annuity product.]

[Colorado 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 an 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 Division of insurance within the Department of Regulatory Agencies.]

[District of Columbia Residents: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.]

[Kentucky Residents: Any person who knowingly and with intent to defraud any insurance company or other person files an order ticket for insurance or statements of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.]

[Maine and Tennessee 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.]

[Maryland 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 order ticket for insurance is guilty of a crime and may be subject to fines and confinement in prison.]

[New Mexico Residents: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an order ticket for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.]

[Ohio Residents: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an order ticket or files a claim containing any false or deceptive statement is guilty of insurance fraud.]

[Oklahoma Residents: WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.]

[Pennsylvania Residents: Any person who knowingly and with intent to defraud any insurance company or other person files an order ticket for insurance or statements of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.]

7. Existing Insurance/Replacement

A. For order tickets signed in [AL, AK, AZ, AR, CO, HI, IA, KY, LA, ME, MD, MS, MT, NE, NH, NJ, NM, NC, OH, OR, RI, SC, TX, UT, VT, VA, WV or WI], **answer only question # 1.**

1. Do you have any existing life insurance policies or individual annuity contracts currently in force with this Company or any other company? **Yes** **No**

If "Yes" to # 1, complete the Important Notice Replacement of Life Insurance or Annuities. Your agent must present and read the Notice to you unless you voluntarily waive this step.

B. For order tickets signed in [CA, CT, DE, DC, FL, GA, ID, IL, IN, KS, MA, MI, MN, MO, NV, ND, OK, PA, SD, TN, WA, or WY], **answer only question # 2.**

2. Will this contract replace or use cash values of any existing life insurance or annuity with this company or any other company? **Yes** **No**

If "Yes" to # 2, please provide company name and policy/contract #, and complete the appropriate Replacement Notice.

Company _____
Policy/Contract # _____

8. Agreement

I have read this order ticket, and I understand each of the statements and answers on this form. To the best of my knowledge and belief, the information above is true and correct.

I received a Disclosure Document that includes information about my annuity contract, its benefits, and the fees and charges that apply to it.

I UNDERSTAND THAT WITHDRAWALS AND FULL SURRENDERS MAY BE SUBJECT TO A MARKET VALUE ADJUSTMENT.

I understand annuities are not insured by the FDIC, or the NCUSIF, and are not a deposit or other obligation of, or guaranteed by a bank or similar financial institution. Annuities are subject to investment risk, including possible loss of principal amount invested.

By signing below, I also authorize any law enforcement agency, public or private institution, information service bureau or other entity contacted by the Company to furnish information sufficient to confirm my personal information as required by Federal law. I hereby release all persons, agents and agencies, and entities providing confirming information from any and all liability arising out of the request for or the release of confirming information

Signed at (city) _____ (state) _____

Owner's Signature

Date _____

Joint Owner/Plan Administrator's Signature (if applicable)

Date _____

9. Agent's Statement

To the best of my knowledge, (1) the purchaser(s) **does** **does not** have any existing life insurance policies or annuity contracts currently in force with this or any other company; and (2) the annuity being purchased **is** **is not** intended to replace or use cash values of any existing life insurance or annuity with this or any other company. If the purchaser(s) does have existing life insurance policies or annuity contracts, please read the appropriate replacement forms to the purchaser(s) (unless voluntarily waived) and complete the appropriate replacement forms. If the annuity being purchased is intended to replace or use cash values of any existing life insurance or annuity with this or any other company, please complete the appropriate replacement forms.

If the Contract applied for replaces any existing life insurance or annuity with this or any other company, I attest that I have reviewed the potential advantages and disadvantages of the proposed transaction.

I hereby certify that in connection with my presentation to the purchaser(s) herein, I only used sales material that was previously approved by the Company and that I left with the purchaser(s) a copy of all sales material used in my presentation. (**"Sales Material means a sales illustration and other written, printed or electronically presented information created, completed or provided by the Company or the Agent and is used in the presentation to the purchaser in connection with the contract purchased).**)

I further certify that this transaction is in accord with the Company's written statement with respect to the acceptability and appropriateness of replacements.

1st Agent's Name (please print) _____

Agent's Signature _____

Date _____

Agent Code # _____ Commission Split _____ %

Phone _____

E-Mail Address _____

2nd Agent's Name (please print) _____

Agent's Signature _____

Date _____

Agent Code # _____ Commission Split _____ %

Phone _____

E-Mail Address _____

10. For MGA/Agent Use Only (Commission Structure Codes)

NT T1 T2