

SERFF Tracking Number: HLIN-127209158 State: Arkansas
 Filing Company: Heritage Life Insurance Company State Tracking Number: 49331
 Company Tracking Number: 11-A1003
 TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium
 Variable
 Product Name: Single Premium Deferred Annuity
 Project Name/Number: Single Premium Deferred Annuity/11-A1003

Filing at a Glance

Company: Heritage Life Insurance Company

Product Name: Single Premium Deferred Annuity SERFF Tr Num: HLIN-127209158 State: Arkansas

TOI: A02I Individual Annuities- Deferred Non- Variable SERFF Status: Closed-Approved- Closed State Tr Num: 49331

Sub-TOI: A02I.003 Single Premium Co Tr Num: 11-A1003 State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird

Authors: Therese Pitcavage, Disposition Date: 08/02/2011

Thomas Berry, Alex Lempiner,

Richard Cooper, Dee Sinkoe

Date Submitted: 07/18/2011 Disposition Status: Approved-Closed

Implementation Date Requested:

State Filing Description:

Implementation Date:

General Information

Project Name: Single Premium Deferred Annuity

Project Number: 11-A1003

Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: Arizona, the state of domicile is being filed concurrently with this filing.

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 08/02/2011

State Status Changed: 08/02/2011

Deemer Date:

Submitted By: Therese Pitcavage

Filing Description:

Created By: Dee Sinkoe

Corresponding Filing Tracking Number:

The above referenced forms are being submitted for your review and approval. No part of this filing contains any unusual or possibly controversial items from normal company or industry standards. These documents are final printed versions. The Contract is a new form and will not replace any form currently on file with your department.

Form 11-A1003 is a single premium deferred annuity contract, which means that in exchange for the single premium,

SERFF Tracking Number: HLIN-127209158 State: Arkansas
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 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
 Variable
 Product Name: Single Premium Deferred Annuity
 Project Name/Number: Single Premium Deferred Annuity/11-A1003

HLIC will make income payments beginning on the Maturity Date, subject to provisions of the contract. Prior to the Maturity Date, the contract provides a death benefit, allows withdrawals and has cash surrender values. Form 11-A1002A is an Individual Single Premium Deferred Annuity Application to be used with the above mentioned contract.

While every effort is made to submit filings without mistakes, the Company reserves the right to make corrections to any typographical errors or minor grammatical errors noted after the filing and approval.

Company and Contact

Filing Contact Information

Therese Pitcavage, tpitcavage@hlic-us.com
 7111 Valley Green Road 215-381-3837 [Phone]
 Ft. Washington, PA 19034

Filing Company Information

Heritage Life Insurance Company CoCode: 64394 State of Domicile: Arizona
 7111 Valley Green Road Group Code: Company Type:
 Fort Washington, PA 19034 Group Name: State ID Number:
 (877) 898-9494 ext. [Phone] FEIN Number: 86-0165716

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? No
 Fee Explanation: 50/form x 2 = 100
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Heritage Life Insurance Company	\$100.00	07/18/2011	49863579

SERFF Tracking Number: *HLIN-127209158* *State:* *Arkansas*
Filing Company: *Heritage Life Insurance Company* *State Tracking Number:* *49331*
Company Tracking Number: *11-A1003*
TOI: *A021 Individual Annuities- Deferred Non-* *Sub-TOI:* *A021.003 Single Premium*
 Variable
Product Name: *Single Premium Deferred Annuity*
Project Name/Number: *Single Premium Deferred Annuity/11-A1003*

Disposition

Disposition Date: 08/02/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: HLIN-127209158 State: Arkansas
 Filing Company: Heritage Life Insurance Company State Tracking Number: 49331
 Company Tracking Number: 11-A1003
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
 Variable
 Product Name: Single Premium Deferred Annuity
 Project Name/Number: Single Premium Deferred Annuity/11-A1003

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Yes	Yes
Supporting Document	Application	No	No
Supporting Document	Life & Annuity - Acturial Memo	No	No
Supporting Document	Statement of Variabilty	Yes	Yes
Supporting Document	Authorization Letter	Yes	Yes
Supporting Document	Certification	Yes	Yes
Form	Single Premium Deferred Annuity Contract	Yes	Yes
Form	Individual Single Premium Deferred Annuity Application	Yes	Yes

SERFF Tracking Number: HLIN-127209158 State: Arkansas
Filing Company: Heritage Life Insurance Company State Tracking Number: 49331
Company Tracking Number: 11-A1003
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable
Product Name: Single Premium Deferred Annuity
Project Name/Number: Single Premium Deferred Annuity/11-A1003

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 07/21/2011
Submitted Date 07/21/2011
Respond By Date 08/22/2011

Dear Therese Pitcavage,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

SERFF Tracking Number: HLIN-127209158 State: Arkansas
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TOI: A021 Individual Annuities- Deferred Non- Variable Sub-TOI: A021.003 Single Premium
Product Name: Single Premium Deferred Annuity
Project Name/Number: Single Premium Deferred Annuity/11-A1003

Response Letter

Response Letter Status Submitted to State
Response Letter Date 08/01/2011
Submitted Date 08/01/2011

Dear Linda Bird,

Comments:

see below

Response 1

Comments: The information required by 23-79-138, as further described in Bulletin 15-2009, will accompany this contract when the contract is delivered.

A Guarantee Association Notice, in compliance with Regulation 49, will be given to each contract owner with this contract when the contract is delivered.

The certification of compliance with Rule 19 is attached.

Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Certification

Comment:

No Form Schedule items changed.

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 Variable
Product Name: *Single Premium Deferred Annuity*
Project Name/Number: *Single Premium Deferred Annuity/11-A1003*

No Rate/Rule Schedule items changed.

Thank you for your assistance with this filing

Sincerely,

Alex Lempiner, Dee Sinkoe, Richard Cooper, Therese Pitcavage, Thomas Berry

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Form Schedule

Lead Form Number: 11-A1003

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	11-A1003	Policy/Contract Certificate	Single Premium Deferred Annuity Contract	Initial		50.800	11-A1003 SPDA contract.pdf
	11-A1002A	Application/Enrollment Form	Individual Single Premium Deferred Annuity Application	Initial		50.800	11-A1002A SPDA Application.pdf



Heritage Life Insurance Company

Home Office: Phoenix, Arizona

Administrative Office: [7111 Valley Green Road, Fort Washington, Pennsylvania 19034]

Phone: [877-898-9494] [; E-Mail Address: tbd@Heritagegroup.com] [; www.Heritagegroup.com]

SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

This contract is a legal contract between You and the Company. To obtain information about Your contract, or if You need help resolving a complaint, please call [(877)-898-9494].

Please read Your contract carefully.

This is a single premium deferred annuity contract, which means that in exchange for the Single Premium You have paid, Heritage Life Insurance Company will make the Payments provided for, and subject to the provisions, in this contract.

Riders providing supplemental benefits or contract changes (if any) and a copy of the application follow Page 15.

Signed for and on behalf of the Company at its Administrative Office in [Fort Washington, Pennsylvania], to be effective on the Contract Date.

{ } { } { } { }

[President]

[Secretary]

Right to Examine Contract

You may cancel this contract within [10] days after You receive it by returning it to Us or to any of Our agents. Canceling this contract will void it from the beginning, and We will promptly refund to You the Single Premium paid under this contract, less any amounts We have paid.

Non-participating (No Dividends).

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SCHEDULE PAGE FOR CONTRACT NUMBER: [123456789]

Owner:	[John Doe]
[Joint Owner:]	[Jane Doe]
Annuitant:	[John Doe]
Annuitant's Date of Birth and Gender:	[October 1, 1955 Male]
[Joint Annuitant:]	[Jane Doe]
[Joint Annuitant's Date of Birth and Gender:]	[November 1, 1960 Female]
[Contingent Annuitant:]	[Jill Doe]
[Contingent Annuitant's Date of Birth and Gender:]	[December 1, 1985 Female]
Contract Date:	[March 1, 2011]
Single Premium:	[\$10,000.00]
Maturity Date:	[March 1, 2056]
Initial Guarantee Period:	[5 Contract Years]
Initial Guaranteed Interest Rate:	[1.50%]
Minimum Guaranteed Interest Rate:	[1%]
Nonforfeiture Rate:	[1%]
Premium Expense Charge:	[\$1,000]
Annual Contract Charge:	[\$50]
Fee for Additional Annual Reports:	[\$25]
Minimum Withdrawal Amount:	[\$500]
Minimum Account Value Remaining After Withdrawal:	[\$5,000]
Free Withdrawal Amount:	10% of the Account Value in effect on the preceding Contract Anniversary Date, or on the Contract Date if the withdrawal is made during the first Contract Year
Beneficiary:	[Jane Doe]
[Contingent Beneficiary:]	[Donny Doe]
Issue State:	[State]
Insurance Department Telephone Number:	[123-456-7890]
Riders and Endorsements:	[None]

SCHEDULE PAGE FOR CONTRACT NUMBER: [123456789]

TABLE OF SURRENDER CHARGES

Contract Year	Surrender Charge Percentage
[1	10%
2	9%
3	8%
4	7%
5	6%
6	5%
7	4%
8	3%
9	2%
10	1%
11 and thereafter	0%]

SCHEDULE PAGE FOR CONTRACT NUMBER: [123456789]

ANNUITY FACTOR TABLES

Sample factors for selected Annuity Forms are shown in the Annuity Factor tables below. The factors in the tables were calculated using the Guaranteed Basis of Annuity Payments provided below, with monthly Payment Frequency, and are shown as factors per \$1,000 applied to the option. Factors for other ages and other Annuity Forms not shown below will be determined on a basis consistent with that used to determine those shown below. Refer to the Annuity Payment Provisions section for more details.

The Guaranteed Basis of Annuity Payments is [1.5% interest and, for Options 2, 3, 4, and 5, the Annuity 2000 Mortality Table using Adjusted Age, with mortality improvement based on 100% of Projection Scale G for males and 50% of Projection Scale G for females. For Options 2, 3, 4 and 5, the Adjusted Age is equal to the age of the Measuring Life (or Measuring Lives as applicable) on the Annuity Start Date, set back by one year for every five years from calendar year 2010 to such date.]

[Option 1 – Period Certain Only

Period Certain Factors					
Period Certain	Factor	Period Certain	Factor	Period Certain	Factor
[5	\$17.28	14	\$6.59	23	\$4.28
6	\$14.51	15	\$6.20	24	\$4.13
7	\$12.53	16	\$5.85	25	\$3.99
8	\$11.04	17	\$5.55	26	\$3.86
9	\$9.89	18	\$5.27	27	\$3.75
10	\$8.96	19	\$5.03	28	\$3.64
11	\$8.21	20	\$4.81	29	\$3.54
12	\$7.58	21	\$4.62	30	\$3.44]
13	\$7.05	22	\$4.44		

Option 2 – Life Only

Adjusted Age	Life Only Factors	
	Male	Female
[55	\$3.30	\$3.17
60	\$3.75	\$3.58
65	\$4.38	\$4.14
70	\$5.25	\$4.91
75	\$6.44	\$6.04
80	\$8.13	\$7.70
85	\$10.53	\$10.20
90	\$13.95	\$13.84
95	\$18.81	\$18.65]

ANNUITY FACTOR TABLES (continued)

Option 3 - Life with Period Certain

Adjusted Age	Life with 5 Year Period Certain Factors		Life with 10 Year Period Certain Factors	
	Male	Female	Male	Female
[55	\$3.29	\$3.16	\$3.27	\$3.15
60	\$3.74	\$3.57	\$3.70	\$3.55
65	\$4.36	\$4.12	\$4.27	\$4.07
70	\$5.19	\$4.88	\$4.99	\$4.76
75	\$6.29	\$5.95	\$5.85	\$5.64
80	\$7.75	\$7.44	\$6.80	\$6.68
85	\$9.60	\$9.43	\$7.71	\$7.68
90	\$11.74	\$11.71	\$8.42	\$8.40
95	\$13.96	\$13.86	\$8.83	\$8.80]

Option 4 – Joint and 100% Survivor Life

Joint and 100% Survivor Factors									
Male Adjusted Age	Female Adjusted Age								
	[55	60	65	70	75	80	85	90	95]
[55	[2.79	\$2.93	\$3.04	\$3.13	\$3.19	\$3.24	\$3.26	\$3.28	\$3.29
60	\$2.91	\$3.10	\$3.28	\$3.44	\$3.55	\$3.64	\$3.69	\$3.72	\$3.74
65	\$3.00	\$3.26	\$3.52	\$3.76	\$3.98	\$4.14	\$4.24	\$4.31	\$4.34
70	\$3.07	\$3.38	\$3.72	\$4.09	\$4.43	\$4.73	\$4.94	\$5.08	\$5.16
75	\$3.11	\$3.46	\$3.88	\$4.36	\$4.88	\$5.37	\$5.77	\$6.06	\$6.23
80	\$3.13	\$3.51	\$3.99	\$4.58	\$5.27	\$6.02	\$6.71	\$7.26	\$7.62
85	\$3.15	\$3.54	\$4.05	\$4.72	\$5.58	\$6.59	\$7.67	\$8.63	\$9.34
90	\$3.16	\$3.56	\$4.09	\$4.81	\$5.78	\$7.03	\$8.52	\$10.03	\$11.31
95]	\$3.16	\$3.57	\$4.11	\$4.86	\$5.90	\$7.33	\$9.19	\$11.31	\$13.34]

]

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DEFINITIONS

Administrative Office Our main administrative office is at [7111 Valley Green Road, Fort Washington, Pennsylvania 19034], phone: [877-898-9494] [, E-Mail Address: tbd@heritagegroup.com]. Please send all contract correspondence to this address.

Annuitant The natural person named in writing as shown on the Schedule Page and on whose age and gender Annuity Payments may be based along with the Joint Annuitant (if any). The Annuitant cannot be changed after this contract is delivered. The continued life of the Annuitant and Joint Annuitant (if any) may be required for the continuance of Annuity Payments under this contract.

Annuity Form The type of annuity used to determine the Annuity Payments to be paid to the Payee. Annuity Forms are described in the Annuity Payment provisions.

Annuity Payment Payments for which We guarantee the dollar amount made by Us to the Payee, in accordance with the Annuity Form and otherwise subject to the terms of this contract. Each Annuity Payment equals the Annuity Payment Amount, less any applicable charges for premium tax not previously considered in the determination of the Annuity Payment Amount.

Annuity Payment Amount The Annuity Payment Amount is the amount We agree to pay at the Payment Frequency for the Annuity Form selected by You prior to the Annuity Start Date. The Annuity Payment Amount will be paid in accordance with the Annuity Form and subject to the provisions of this contract.

Annuity Start Date The date that Annuity Payments begin under this contract. You can select the Annuity Start Date by sending Us a Notice. To comply with the requirements of the Code, the Annuity Start Date can occur no later than the Maturity Date.

Beneficiary The Beneficiary is shown on the Schedule Page, unless changed by You. The person or persons named in writing who may exercise any remaining rights under this contract following death of the Owner or Joint Owner, if there is no surviving Owner or Joint Owner.

Code The U.S. Internal Revenue Code of 1986, as amended.

Contingent Annuitant The natural person named in writing on whose age and gender Annuity Payments may be based only if there is no surviving Annuitant or Joint Annuitant on or prior to the Maturity Date. If the Owner is a natural person and no Contingent Annuitant is named, the Owner is the Contingent Annuitant. The Contingent Annuitant is shown on the Schedule Page.

Contingent Beneficiary The Contingent Beneficiary is shown on the Schedule Page, unless changed by You. The Contingent Beneficiary is the person (if any) You select to become the Beneficiary if the Beneficiary dies. Requirements applicable to the Beneficiary also apply to the Contingent Beneficiary.

Contract Anniversary The same day and month as the Contract Date for each succeeding year this contract remains in force.

Contract Date The date this contract was issued. The Contract Date is shown on the Schedule Page.

Contract Year Any one-year period, as measured from the Contract Date, during which this contract is in force.

Irrevocable Beneficiary A Beneficiary named in writing by You whose written consent is necessary to exercise any contract right.

Joint Annuitant The natural person named in writing as shown on the Schedule Page and on whose age and gender Annuity Payments may be based along with the Annuitant. The Joint Annuitant cannot be changed after this contract is delivered. The continued life of the Joint Annuitant and Annuitant may be required for the continuance of Annuity Payments under this contract.

Joint Owner The Joint Owner of this contract (if any) is shown on the Schedule Page, unless changed by You. The Joint Owner, together with the Owner, may exercise every right in this contract. These rights are subject to the written consent of any Irrevocable Beneficiary.

Maturity Date The Maturity Date is shown on the Schedule Page. You may change the Maturity Date subject to the provisions of this contract. Refer to the Annuity Payment Provisions section for more details.

Measuring Life or Measuring Lives The person or persons on whose life the Annuity Payments are based. In connection with a surrender of this contract prior to the Annuity Start Date and the election to have the surrender value distributed under an Annuity Form with a life contingency (Options 2, 3, 4, or 5), the Measuring Life or Measuring Lives shall be You. At any other time prior to the death of the Owner or Joint Owner (if any), the Measuring Life or Measuring Lives shall be the Annuitant and Joint Annuitant (if any). If the Owner or Joint Owner (if any) dies before the Annuity Start Date, the Measuring Life or Measuring Lives shall be You if a Death Benefit is payable and the election is made to have the Death Benefit distributed under an Annuity Form with a life contingency (Options 2, 3, 4, or 5), otherwise it shall continue to be the Annuitant and Joint Annuitant, if any.

Non-Participating This contract does not share in the Company's divisible surplus. This contract does not pay dividends.

Notice, Election or Request Writing that is signed by You and in a form acceptable to Us. A Notice, Election or Request is not binding on any Payments or action We make prior to receiving such Notice, Election or Request in good order at Our Administrative Office.

Owner The Owner of this contract is shown on the Schedule Page, unless changed by You. The Owner, together with any Joint Owner, may exercise every right in this contract. These rights are subject to the written consent of any Irrevocable Beneficiary.

Payee The Owner, or person(s) designated in writing by You to receive the Payments. Our consent is needed if the Payee is an executor, personal representative, administrator, trustee, corporation, partnership, association or other non-natural person.

Payment Any amount payable under this contract including withdrawal benefits, surrender benefits, Death Benefit, and Annuity Payments.

Payment Frequency The Payment Frequency is the frequency in which We will make Annuity Payments for the Annuity Form selected by You.

Single Premium The amount paid to Us as consideration for the benefits provided under this contract.

We, Our, Us, Company Heritage Life Insurance Company.

You, Your The Owner and, if applicable, the Joint Owner. Upon the death of the Owner and Joint Owner (if any), You means the Beneficiary.

OWNERSHIP

The Owner is the person named on the Schedule Page, unless changed by You. The Owner, together with any Joint Owner, has all interest and rights under this contract.

Subject to the rights of any Irrevocable Beneficiary and any applicable laws or regulations, You may change the Owner by sending Us a Notice. The Notice, unless otherwise specified by the Owner, will take effect on the date the Notice is signed by the Owner, subject to any Payments made or actions taken by Us prior to Our receipt of the Notice. We will not be liable for any Payments We make or action We take before the Notice is received.

ANNUITANT

The Annuitant is the person named on the Schedule Page. The Annuitant is the person on whose age and gender Annuity Payments may be based along with the Joint Annuitant (if any) named on the Schedule Page. The Annuitant and Joint Annuitant, if any, cannot be changed after this contract is delivered.

You may designate a Contingent Annuitant. The Contingent Annuitant is the person on whose age and gender Annuity Payments may be based only if there is no surviving Annuitant or Joint Annuitant on or prior to the Annuity Start Date. If You do not designate a Contingent Annuitant, and the Owner is a natural person, the Owner is the Contingent Annuitant.

BENEFICIARY

The Beneficiary is the person(s) named on the Schedule Page, unless changed by You.

If there is no surviving Owner or Joint Owner, then the Beneficiary(ies) may exercise any remaining rights of ownership in this contract, in equal shares unless otherwise provided by You in writing. Each Beneficiary may exercise their respective rights of ownership independently on their respective share, including the right to name a Payee to receive their share of the Payments. If no Beneficiary survives, the Contingent Beneficiary(ies) will be treated as the Beneficiary. If there is no surviving Beneficiary or Contingent Beneficiary, Your estate will be treated as the Beneficiary.

An Irrevocable Beneficiary cannot be changed without the consent of the Irrevocable Beneficiary. Subject to the rights of any Irrevocable Beneficiary and any applicable laws or regulations, You may change the Beneficiary or Contingent Beneficiary by sending Us a Notice. Unless otherwise specified by You, a change of Beneficiary will be effective on the date the Notice is signed by You, subject to any Payments made or action taken by Us prior to Our receipt of the Notice. We will not be liable for any Payments We make or action We take before the Notice is received.

PREMIUM PROVISIONS

Payment of Premium The Single Premium must be paid on or before the Contract Date. The Single Premium amount is shown on the Schedule Page. The Single Premium must be made payable to the Company at Our Administrative Office, or made payable to the Company and delivered to one of Our agents.

INTEREST RATE PROVISIONS

Guaranteed Interest Rate We will credit interest to the Account Value at the Guaranteed Interest Rate. The Guaranteed Interest Rate is guaranteed for the Guarantee Period selected by You. The Initial Guaranteed Interest Rate for the Initial Guarantee Period is shown on the Schedule Page. At the end of the Initial Guarantee Period (and each Guarantee Period thereafter), We will declare, at Our discretion, a Guaranteed Interest Rate for the following renewal Guarantee Period. Subsequent Guaranteed Interest Rates may be higher or lower than the Initial Guaranteed Interest Rate, but will never be less than the Minimum Guaranteed Interest Rate.

Minimum Guaranteed Interest Rate The Minimum Guaranteed Interest Rate will apply during all Guarantee Periods and will not be changed. The Minimum Guaranteed Interest Rate is shown on the Schedule Page.

Guarantee Period A Guarantee Period is the number of Contract Years for which a declared Guaranteed Interest Rate is guaranteed under this contract. The Initial Guarantee Period starts on the Contract Date and continues for the number of Contract Years shown on the Schedule Page.

Prior to the end of each Guarantee Period, a renewal Guarantee Period may be selected by the Owner. The renewal Guarantee Period will be the number of Contract Years for which the corresponding Guaranteed Interest Rate as declared by Us will be in effect. Before the end of each Guarantee Period, we will notify You of the renewal Guarantee Periods available. If the Owner does not elect a renewal Guarantee Period by the end of the existing Guarantee Period, the default renewal Guarantee Period will be one Contract Year.

CONTRACT VALUE PROVISIONS

Account Value The Account Value on any day prior to the Annuity Start Date is equal to:

1. the Single Premium paid by You, reduced by any Premium Expense Charge; plus
2. interest credited by Us; minus
3. the sum of withdrawals (including any applicable charges) made by You; minus
4. the sum of the Annual Contract Charges and charges for taxes, if applicable; minus
5. rider charges, if any.

An Annual Contract Charge will be deducted from the Account Value on each Contract Anniversary. The amount deducted on the Contract Anniversary will not exceed the amount shown in the schedule.

On or after the Annuity Start Date the Account Value is zero.

Surrender Value The Surrender Value is equal to the Account Value less any Surrender Charge, any applicable rider charges accrued but not yet deducted, and any applicable premium tax charges.

SURRENDER AND WITHDRAWAL PROVISIONS

Surrender If elected by You on or prior to the Annuity Start Date, We will pay the Surrender Value in a lump sum, or as Annuity Payments under an Optional Payout Plan. You may surrender this contract in full for the Surrender Value by sending it together with a Request to Our Administrative Office at any time prior to the Annuity Start Date. The amount payable is the Surrender Value as of the date We process the Request.

Withdrawal You may take a withdrawal from the Account Value by sending a Request to Our Administrative Office at any time prior to the Annuity Start Date. The Minimum Withdrawal Amount is shown on the Schedule Page. No withdrawal can be taken that would reduce the Account Value to an amount less than the Minimum Account Value Remaining After Withdrawal amount shown on the

Schedule Page. The amount payable will be the amount of the withdrawal, less any Surrender Charge and any applicable charges for riders and/or premium tax as of the date We process Your Request.

Surrender Charge Any amount withdrawn or surrendered may be subject to a Surrender Charge. The Surrender Charge is equal to the Surrender Charge Percentage multiplied by the amount withdrawn or surrendered that is in excess of any available Free Withdrawal Amount. Surrender Charge Percentages are shown in the Table of Surrender Charges on the Schedule Page.

Free Withdrawal Amount Withdrawals without Surrender Charges are available each Contract Year up to the Free Withdrawal Amount shown on the Schedule Page. Amounts available but not withdrawn during a Contract Year do not carry over to subsequent Contract Years.

Deferral of Payments We reserve the right to defer Payment of any withdrawal or surrender for up to a period of six months. We will not defer a Payment if We are required by law to pay earlier.

DEATH PROVISIONS

Death of Owner or Joint Owner You shall provide immediate Notice to Us of the death of the Owner and/or Joint Owner (if any). If the Owner or Joint Owner (if any) dies, all rights under this contract will belong to the surviving Owner or Joint Owner (if any), as the case may be. If there is no Owner or Joint Owner surviving, all rights under this contract will belong to the Beneficiary. If there are multiple Beneficiaries, then the Death Benefit provisions shall apply independently to each Beneficiary as allocated by You.

Death of Measuring Life You shall provide immediate Notice to Us of the death of any Measuring Life. If any Owner is a non-natural person, death or change of a Measuring Life will be treated as death of an Owner. Upon the death of any Measuring Life on or after the Annuity Start Date, any remaining Annuity Payments will be made in accordance with the Annuity Form and otherwise subject to the terms of this contract.

Proof of Death The Notice of Your death or the death of any Measuring Life must include proof of death in a form acceptable to us. Such proof of death is to include a certified copy of the death certificate or certified copy of a decree from a court of competent jurisdiction stating the finding of death.

DEATH BENEFIT PROVISIONS

Before Annuity Payments Begin If either the Owner or Joint Owner dies while this contract is in force but prior to the Annuity Start Date (and any surviving Owner or Joint Owner is not the spouse of the deceased Owner or Joint Owner), We will pay a Death Benefit. The Death Benefit is the Account Value on the date we have received both: (1) proof of death of the Owner or Joint Owner, as the case may be; and (2) Notice from the surviving Owner or any Beneficiary, as the case may be, electing a Death Benefit Option.

If the Owner or Joint Owner dies before the Annuity Start Date and the deceased Owner's or Joint Owner's surviving spouse is also the surviving Owner or Joint Owner, this contract will continue with the surviving spouse as sole Owner and We will not pay a Death Benefit. This provision will not apply at the subsequent death of the surviving spouse.

If there is no Joint Owner at the time the Owner dies while this contract is in force but prior to the Annuity Start Date, and the Beneficiary is the surviving spouse of the deceased Owner, the surviving spouse may elect to continue the contract in lieu of receiving the Death Benefit by providing Notice to Us; provided, however, that this provision will not apply at the subsequent death of the surviving spouse. If the surviving spouse elects not to continue the contract, the Death Benefit will be paid in accordance with the Death Benefit Options.

After Annuity Payments Begin No Death Benefit is payable on any date after the Annuity Start Date, unless otherwise provided under the Annuity Form elected. Any remaining Annuity Payments will be made in accordance with the Annuity Form and otherwise subject to the terms of this contract. Any such Annuity Payments will be paid at least as rapidly as under the method of distribution in effect on the date of death.

Death Benefit Options Subject to any other provision in this contract, including the Death Benefit provisions, each Beneficiary may choose one of the Death Benefit Options below in this provision by sending Notice to Us. Once a Death Benefit Option is made, each Beneficiary's portion will be treated as if it were a separate contract. Reference to Beneficiary when pertaining to such portion will mean only the Beneficiary of that portion.

Death Benefit Option 1. Receive the Death Benefit in a lump sum.

Death Benefit Option 2. Receive the Death Benefit as Annuity Payments under an Optional Payout Plan offered by Us. The Annuity Payments must be paid over Your lifetime or over a period not extending beyond Your life expectancy or as otherwise determined by the Code and applicable regulations. The first Annuity Payment must be made no later than one year after the date of death of the Owner or Joint Owner, as the case may be.

Death Benefit Option 3. Receive the Death Benefit at any time during the five-year period immediately following the date of death of the Owner or Joint Owner, as the case may be. At the end of the five-year period, We will pay in a lump sum any Death Benefit still remaining. If this Death Benefit Option is elected, We will credit interest at a rate declared by Us at Our discretion but not less than the Minimum Guaranteed Interest Rate on any amounts deferred from the date the Notice electing this Death Benefit Option is received by Us until such amounts are paid by Us.

If distributions have not begun within one (1) year of the date of death of the Owner or Joint Owner, as the case may be (and the surviving Owner or Joint Owner is not the spouse of the deceased Owner or Joint Owner), and no Death Benefit Option has been elected, We will pay the Death Benefit as described in Death Benefit Option 3 above.

If a Beneficiary dies before the entire Death Benefit has been distributed or applied to an Optional Payout Plan, We will pay in a lump sum any portion of Death Benefit still remaining to the person named by the Beneficiary or, if no person is so named, to the Beneficiary's estate.

Regardless of which Death Benefit Option is selected, this contract will terminate when the last Payment under such Death Benefit Option has been made.

Any Payments made under these Death Benefit provisions will be paid in accordance with applicable law or regulations governing such Payments.

Notwithstanding any provision of this contract to the contrary, this contract will be construed and administered in accordance with the requirements of Section 72(s) of the Code.

ANNUITY PAYMENT PROVISIONS

We will make Annuity Payments to the Payee beginning on the Annuity Start Date, under the Annuity Form selected by You. The Annuity Payment Amount will be (a) times (b) divided by (c) where :

- (a) is the applicable factor for the Annuity Form, and age and gender (if applicable), using the Guaranteed Basis of Annuity Payments;
- (b) is the Surrender Value*, in effect one day before the Annuity Start Date; and
- (c) is \$1000.

*There will be no Surrender Charge applied if You select an Annuity Form with a life contingency (Options 2, 3, 4, or 5) or Period Certain Only (Option 1) of at least 10 years.

The Guaranteed Basis of Annuity Payments is shown on the Schedule Page, and is reflected in the sample factors shown in the Annuity Factor Tables. We may increase the Annuity Payment Amount at our sole discretion.

Prior to the Annuity Start Date You may choose an Annuity Form, or change a previously elected Annuity Form; provided, however, that our consent must be obtained prior to selection of an Annuity Form if any Payee is not a natural person. If no Annuity Form has been selected on or prior to the Maturity Date, the Annuity Form will be a Life Annuity with Five Year Period Certain, unless otherwise provided under the Code.

You may elect for the Payee to receive the Surrender Value in a lump sum instead of receiving Annuity Payments. If We pay the Surrender Value in a lump sum, this contract will terminate and We will have no further obligation under this contract.

Annuity Payments will be made monthly unless You provide Us Notice electing Payments be made on a quarterly, semi-annual or annual basis. However, if any Annuity Payment made more frequently than annually would be or becomes less than \$100, We reserve the right to reduce the Payment Frequency to an interval that would result in each payment being at least \$100. If an annual Annuity Payment would be less than \$100, We will pay the Surrender Value in a lump sum and this contract will terminate.

Annuity Payments will begin on the Maturity Date shown on the Schedule Page, unless You select an Annuity Start Date which is prior to the Maturity Date. You may change the Maturity Date, subject to requirements of the Code and any applicable regulations and the provisions of this contract, The latest Maturity Date you may select is the next Contract Anniversary following the date on which the younger of the Annuitant and Joint Annuitant, if any, will attain age 95; or, if later, ten (10) Contract Years after the Contract Date. The Maturity Date must be at least ten (10) Contract Years after the Contract Date.

All Annuity Payments to be paid under this contract will be made in accordance with the Annuity Form selected by You and otherwise subject to the terms of this contract. You assume all responsibility for claims against the Company arising out of any Annuity Payments paid as directed by You. You agree that any Annuity Payments made in excess of the Annuity Payment Amount or otherwise made on or after the date this contract terminates will be promptly returned to Us or may be set-off by Us against future Annuity Payments. Annuity Payments not returned to Us within 30 days of termination of this contract will accrue interest from the date of termination at an annual rate of 6%.

Optional Payout Plans Subject to the rules stated below, the Death Benefit or Surrender Value may be received as Annuity Payments under one of the Annuity Forms in lieu of a lump sum. The Annuity Payment Amount will be calculated as above, using the Death Benefit or Surrender Value as the case may be. The following Optional Payout Plan rules shall apply:

1. Our consent must be obtained prior to selection of an Annuity Form if any Payee is not a natural person.
2. Death Benefit proceeds paid under an Optional Payout Plan must conform to the rules in the Death Benefit and Death Benefit Options Provisions.
3. If You change a Beneficiary, Your Optional Payout Plan selection will remain in effect unless You give Us a Request that it be changed.
4. The amount of each Annuity Payment under an Optional Payout Plan must be at least \$100.
5. There will be no Surrender Charge applied if You select an Annuity Form with a life contingency (Options 2, 3, 4, or 5) or Period Certain Only (Option 1) of at least 10 years.

Annuity Forms One of the following Annuity Forms for the Annuity Payments may be selected by You:

1. **Period Certain Only** - We will make Annuity Payments to the Payee at the Payment Frequency during the Period Certain, without regard to the continued life or death of a Measuring Life. The Period Certain will be a fixed period from five (5) to thirty (30) years as selected by You.
2. **Life Only** - We will make Annuity Payments to the Payee at the Payment Frequency during the period beginning on the Annuity Start Date and ending on the date the Measuring Life is no longer surviving. No Annuity Payments will be made at any time after the death of the Measuring Life.
3. **Life with Period Certain** - We will make Annuity Payments to the Payee at the Payment Frequency during the period beginning on the Annuity Start Date and ending on the date that is the later of (x) the date the Measuring Life is no longer surviving or (y) the end of the Period Certain. After the end of the Period Certain, no Annuity Payments will be made at any time after the death of the Measuring Life.
4. **Joint and Survivor** - We will make Annuity Payments to the Payee at the Payment Frequency during the period beginning on the Annuity Start Date and ending on the date on which both of the Measuring Lives are no longer surviving; provided, however that if elected by You, if only one of either of the Measuring Lives is no longer surviving, the Annuity Payments may be reduced. No Annuity Payments will be made at any time after the death of both of the Measuring Lives.
5. **Joint and Survivor with Period Certain** - We will make Annuity Payments to the Payee at the Payment Frequency during the period beginning on the Annuity Start Date and ending on the date that is the later of (x) the date that both of the Measuring Lives are no longer surviving or (y) the end of the Period Certain; provided, however that if elected by You, at the end of the Period Certain, if only one of either of the Measuring Lives is no longer surviving, then the Annuity Payments may be reduced. After the end of the Period Certain, no Annuity Payments will be made at any time after the death of both of the Measuring Lives.

NONFORFEITURE PROVISIONS

The Annuity Payment Amounts (Paid-Up Annuity Benefits), Surrender Value, and the Death Benefit provided under this contract are not less than the minimum benefits required by law where this Contract is issued for delivery.

Guaranteed Basis of Annuity Payments Annuity Payment Amounts under this contract will not be less than amounts based on the mortality table, if applicable, and interest rate or rates, shown on the Schedule Page. Such Annuity Payment Amounts may include payment of the following benefits as provided under this contract: (1) the Death Benefit; (2) the Surrender Value; and (3) the Annuity Payments beginning on the Maturity Date.

GENERAL PROVISIONS

Contract This contract is issued in consideration of the Single Premium paid by You. If the check used to pay the Single Premium is not honored, this contract will be void. This contract, copy of the application, and any attached endorsements and riders form the entire contract between You and the Company. All statements made by the applicant in the application will, in the absence of fraud, be deemed representations and not warranties. It is important to review any endorsements and riders. In the event of a conflict with any provisions of this contract, the endorsement(s) or rider(s) will control.

Contract Changes Any change of this contract requires the written consent of an authorized Company Officer. No agent has the authority to change this contract or waive any of its terms.

Conformity with Law The state law where this Contract is issued for delivery supersedes any conflicting laws of any other state where the Owner may live on or after the Contract Date.

Assignment You may assign this contract subject to any applicable laws or regulations. An assignment, unless otherwise specified by the Owner, shall take effect on the date the Notice of assignment is signed by You, subject to any Payments made or action taken by Us prior to Our receipt of the Notice. All contract rights and benefits are subject to any assignment. We are not responsible for the validity of an assignment. If there is an Irrevocable Beneficiary, You may make an assignment only if the Irrevocable Beneficiary agrees in writing.

Incontestability This contract is incontestable from the Contract Date.

Misstatement of Date of Birth, Age or Gender If the date of birth, age or gender of any Measuring Life is misstated, the benefits will be those that would apply had We been provided the true date of birth, age and gender. If We made overpayments or underpayments because of misstatement, any current or succeeding Payments shall be charged or credited interest at an annual rate of 6% against the current or succeeding Payments made by Us. Any underpayments will be made up in one sum with the next Payment, or in another manner agreed to by Us.

Premium Tax Some states charge a premium tax. We will deduct a charge for premium tax from the Payments if We must pay a premium tax.

Proof that a Measuring Life is Alive We may require proof that a Measuring Life is alive. We may require proof at any time while this contract is in force or before making any Payment.

Taxability of Payments If required, We will report to the Internal Revenue Service certain Payments or other amounts relating to this contract annually, or as otherwise directed by the applicable requirements.

Protection of Proceeds This contract and Payments under this contract will be exempt from the claims of any creditors to the extent permitted by law.

Non-Participating This contract does not participate in company profits. No dividends will be paid under this contract.

Termination of Contract This contract will terminate upon the earliest of: (1) the last scheduled Annuity Payment to be paid in accordance with the Annuity Form selected by You; (2) surrender; or (3) payment of the Death Benefit.

Tax Status This contract is intended to be treated as an annuity contract for federal income tax purposes and to satisfy any applicable requirements of the Code, e.g., Code Section 72(s), and any regulations relating thereto (the "Applicable Requirements"). To achieve these purposes, the provisions of this contract (including any endorsement or rider to this contract) are to be interpreted to ensure or maintain such a status under the Applicable Requirements. We reserve the right to amend this contract as needed to maintain such a status or to comply with any changes in the Applicable Requirements. We will send You a copy of any such amendment.

Annual Report Once a year, while this contract is in force, We will send You an annual report at no charge. You may make a Request for additional annual reports; any costs for the additional annual reports are shown on the Schedule Page. The report will be sent to Your last known address. Annual Reports will not be sent to You on, or after, the Annuity Start Date.

The annual report will provide the following information at a date not more than four months prior to the date of mailing for the period since the last report: (1) the Single Premium received by Us; (2) the beginning and ending dates of the current report; (3) the Account Value, if any, at the beginning and ending of the current reporting period; (4) any interest credits, withdrawal and surrender amounts, and charges during the reporting period; (5) the Surrender Value, if any, at the end of the reporting period; (6) the amount of the Death Benefit, if any, as of the date of the report; and (7) any other information that may be required by law.

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Heritage Life Insurance Company

Home Office: Phoenix, Arizona

Important Information

This contract is a valuable asset. Read it carefully and file it with Your valuable papers.

Contact Our nearest representative, or Our Administrative Office at [7111 Valley Green Road, Fort Washington, Pennsylvania 19034], phone: [877-898-9494] for the following services:

1. Information about this contract;
2. Preparing claims papers, or other notices, elections or requests; or
3. Additional annuity or insurance services.

When writing Us please give the contract number, and the Owner's full name and address.

SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

Non-participating (No Dividends).

INDIVIDUAL SINGLE PREMIUM DEFERRED ANNUITY APPLICATION

(please print clearly)

OWNER INFORMATION

1. Owner (if a non-natural owner, please complete section five below)

mr. mrs. ms. male female

name _____ daytime phone _____
first, middle initial, last 000-000-0000

date of birth _____ ssn/tin _____ email _____
mm/dd/yyyy 000-00-0000 email address@domain.com

address _____
street, city, state, zip

2. Joint owner (if applicable)

mr. mrs. ms. male female

name _____ daytime phone _____
first, middle initial, last 000-000-0000

date of birth _____ ssn/tin _____ email _____
mm/dd/yyyy 000-00-0000 email address@domain.com

address _____
street, city, state, zip

3. Annuitant (complete if different from owner)

mr. mrs. ms. male female

name _____ daytime phone _____
first, middle initial, last 000-000-0000

date of birth _____ ssn/tin _____ email _____
mm/dd/yyyy 000-00-0000 email address@domain.com

address _____
street, city, state, zip

4. Joint annuitant (if applicable)

mr. mrs. ms. male female

name _____ daytime phone _____
first, middle initial, last 000-000-0000

date of birth _____ ssn/tin _____ email _____
mm/dd/yyyy 000-00-0000 email address@domain.com

address _____
street, city, state, zip

5. Non-natural owner (if applicable, e.g. trust, corporation)

name of entity _____

authorized representative _____ tin _____
trustee/officer/custodian

daytime phone _____ email _____
000-000-0000 email address@domain.com

address _____
street, city, state, zip

HERITAGE LIFE INSURANCE COMPANY ▪ HOME OFFICE ▪ Phoenix, Arizona

ADMINISTRATIVE OFFICE ▪ 7111 Valley Green Road ▪ Fort Washington, PA ▪ 19034 ▪ 877.898.9494 ▪ Heritagegroup.com

6. Beneficiary(ies) – Unless you indicate otherwise, ownership rights will be divided equally among all persons named as primary beneficiary and who survive the owner or annuitant, as applicable, but if none survive, equally among all persons named as contingent beneficiary and who survive the owner or annuitant, as applicable. *(use space on back page for additional beneficiaries)*

name _____
first, middle initial, last

primary contingent relationship to owner _____ allocation _____%

date of birth _____ ssn/tin _____
mm/dd/yyyy 000-00-0000

name _____
first, middle initial, last

primary contingent relationship to owner _____ allocation _____%

date of birth _____ ssn/tin _____
mm/dd/yyyy 000-00-0000

7. Contingent annuitant *(complete if different from owner)*

mr. mrs. ms. male female

name _____ daytime phone _____
first, middle initial, last 000-000-0000

date of birth _____ ssn/tin _____ email _____
mm/dd/yyyy 000-00-0000 emailaddress@domain.com

address _____
street, city, state, zip

8. Initial guarantee period *(check one)* 1 year 5 year

9. Premium payment *(non-qualified funds only, make check payable to Heritage Life Insurance Company)*

monies remitted via: check 1035 exchange (attach 1035 exchange form[s]) other _____

Single Premium Payment \$ _____ *(approximate premium if 1035 exchange)*

Any check received must be honored for payment when presented. Otherwise the contract is void.

10. Right to choose a second addressee to receive notifications – You may choose to have notifications about your contract sent to another addressee. These notices would be in addition to any notice we mail to you. Please indicate if you do or do not want to have a second person receive any such notice.

I choose to name a second addressee *(provide the name and address of the individual below)*

name _____ email _____
first, middle initial, last emailaddress@domain.com

address _____
street, city, state, zip

I choose not to name a second addressee

signature _____ date _____
owner signature (trustee/officer/custodian, if applicable) mm/dd/yyyy

signature _____ date _____
joint owner signature (if applicable) mm/dd/yyyy

11. Special instructions (additional space provided on back of form)

12. Financial institution disclosure – Insurance policies and annuities are not a deposit or other obligation of, or guaranteed by, a bank, any affiliate of a bank, or savings association, and are not insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency of the United States, a bank, any affiliate of a bank, or savings association.

13. Owner(s) acknowledgements (required)

yes no Do you have existing annuity contracts or life insurance policies?

yes no Will the annuity contract applied for replace one or more existing annuity contracts or life insurance policies?

NOTE: If yes, explain in section eleven, and please submit any required replacement forms. Replacement includes any surrender, loan, withdrawal, lapse, redirection in or reduction of payments on an annuity contract or life insurance policy in connection with this application.

As owner, I acknowledge that Heritage Life Insurance Company does not offer legal, financial, tax, investment or estate planning advice and I have had the opportunity to seek such advice from the proper sources before purchasing the annuity contract. I have determined that the purchase of the annuity contract is suitable given my particular legal, financial, tax, investment, estate planning or other goals or circumstances.

As owner, I acknowledge that my agent has reviewed the annuity contract with me and I understand how the annuity contract fits within my overall financial needs and plans. I understand that my agent does not have Heritage Life Insurance Company's authorization to accept risk, pass on insurability, or make, void, waive or change any conditions or provisions of this application or the annuity contract.

I understand that the statements and answers in this application form the basis for any contract issued by Heritage Life Insurance Company and that no information is considered to have been given to Heritage Life Insurance Company unless it is stated in this application.

I hereby represent to Heritage Life Insurance Company that all of the information in this application is true and complete to the best of my knowledge and belief. I understand that at the time of contract delivery, all information given to the company must be true and complete without material change. I understand that Heritage Life Insurance Company has no liability until a contract is issued and accepted by the owner and the single premium is paid in full while each proposed owner and annuitant is alive.

SPECIAL NOTICES AND FRAUD WARNINGS

Insurance laws may prohibit an owner of a life insurance policy or annuity contract from entering into any agreement to sell, transfer or assign a life insurance policy or annuity contract prior to the date the policy or contract was issued, or within a period of time after the date the policy or contract was issued. The owner should consult with legal advisors for any questions about these matters.

FOR RESIDENTS OF FLORIDA: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

NOTICE FOR RESIDENTS OF ALL OTHER STATES: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

If the owner is not a natural person, print the name of the entity and have the appropriate authorized person(s) sign below.

signed at _____ date _____
city, state mm/dd/yyyy

signature _____
owner signature (trustee/officer/custodian, if applicable) joint owner signature (if applicable)

signature _____
annuitant signature (if different from the owner) joint annuitant signature (if applicable)

AGENT INFORMATION

- yes no Does the applicant have existing annuity contracts or life insurance policies?
- yes no Do you, as agent, have reason to believe the annuity contract requested will replace one or more existing annuity contracts or life insurance policies?

NOTE: If either question above is answered yes, follow replacement procedures and submit any required forms and/or other materials with the application.

ADVERTISING MATERIALS

- I certify that I used only sales materials approved by Heritage Life Insurance Company with this application and that an original or a copy of all sales materials was left with the applicant.
- I certify that a printed copy of any electronically presented sales material was/will be provided to the applicant no later than the date the contract is delivered.

signature _____ date _____
licensed agent mm/dd/yyyy

name _____
first, middle initial, last

ssn/tin _____ state license id _____
000-00-0000

broker/dealer/agency _____

address _____
street, city, state, zip

daytime phone _____ fax _____ email _____
000-000-0000 000-000-0000 emailaddress@domain.com

Beneficiary(ies), *continued* (attach separate sheet to add additional beneficiaries)

name _____
first, middle initial, last

primary contingent relationship to owner _____ allocation _____%

date of birth _____ ssn/tin _____
mm/dd/yyyy 000-00-0000

name _____
first, middle initial, last

primary contingent relationship to owner _____ allocation _____%

date of birth _____ ssn/tin _____
mm/dd/yyyy 000-00-0000

Special instructions, *continued* (attach separate sheet to add additional instructions)

SERFF Tracking Number: *HLIN-127209158* State: *Arkansas*
 Filing Company: *Heritage Life Insurance Company* State Tracking Number: *49331*
 Company Tracking Number: *11-A1003*
 TOI: *A021 Individual Annuities- Deferred Non-Variable* Sub-TOI: *A021.003 Single Premium*
 Product Name: *Single Premium Deferred Annuity*
 Project Name/Number: *Single Premium Deferred Annuity/11-A1003*

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: SPDA Readability Cert.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application Bypass Reason: The application is included in this filing Comments:		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Acturial Memo Comments: Attachment: AR HLIC SPDA Actuarial Memorandum signed 2011-07-13.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variabilty Comments: Attachments: 11-A1002A SPDA Annotated Application.pdf 11-A1003 SPDA Annotated Contract.pdf SPDA Statement of Variability.pdf		

	Item Status:	Status Date:

SERFF Tracking Number: HLIN-127209158 State: Arkansas
Filing Company: Heritage Life Insurance Company State Tracking Number: 49331
Company Tracking Number: 11-A1003
TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
Variable
Product Name: Single Premium Deferred Annuity
Project Name/Number: Single Premium Deferred Annuity/11-A1003
Satisfied - Item: Authorization Letter
Comments:
Attachment:
General Authorization Letter for SKM Inc_20110329.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Certification

Comments:

Attachment:

AR HLIC SPDA Rule 19 Certification.pdf

Heritage Life Insurance Company

READABILITY CERTIFICATION

I certify that the filing of this combination of annuity contract and application meets the required minimum Flesch reading ease test score of 45.

TITLE

FORM NUMBER

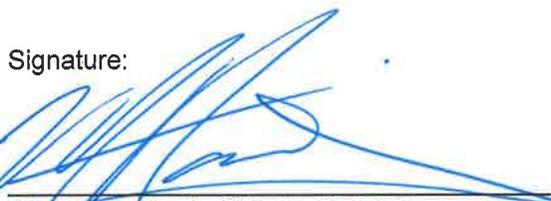
Single Premium Deferred Annuity Contract
and

11-A1003

Individual Single Premium Deferred Annuity Application

11-A1002A

Signature:



Michael A. Harris, F.S.A., M.A.A.A.
Chief Actuary

Date: May 9, 2011

INDIVIDUAL SINGLE PREMIUM DEFERRED ANNUITY APPLICATION

(please print clearly)

OWNER INFORMATION

1. Owner (if a non-natural owner, please complete section five below)

mr. mrs. ms. male female

name _____ daytime phone _____
first, middle initial, last 000-000-0000

date of birth _____ ssn/tin _____ email _____
mm/dd/yyyy 000-00-0000 email address@domain.com

address _____
street, city, state, zip

2. Joint owner (if applicable)

mr. mrs. ms. male female

name _____ daytime phone _____
first, middle initial, last 000-000-0000

date of birth _____ ssn/tin _____ email _____
mm/dd/yyyy 000-00-0000 email address@domain.com

address _____
street, city, state, zip

3. Annuitant (complete if different from owner)

mr. mrs. ms. male female

name _____ daytime phone _____
first, middle initial, last 000-000-0000

date of birth _____ ssn/tin _____ email _____
mm/dd/yyyy 000-00-0000 email address@domain.com

address _____
street, city, state, zip

4. Joint annuitant (if applicable)

mr. mrs. ms. male female

name _____ daytime phone _____
first, middle initial, last 000-000-0000

date of birth _____ ssn/tin _____ email _____
mm/dd/yyyy 000-00-0000 email address@domain.com

address _____
street, city, state, zip

5. Non-natural owner (if applicable, e.g. trust, corporation)

name of entity _____

authorized representative _____ tin _____
trustee/officer/custodian

daytime phone _____ email _____
000-000-0000 email address@domain.com

address _____
street, city, state, zip

6. Beneficiary(ies) – Unless you indicate otherwise, ownership rights will be divided equally among all persons named as primary beneficiary and who survive the owner or annuitant, as applicable, but if none survive, equally among all persons named as contingent beneficiary and who survive the owner or annuitant, as applicable. *(use space on back page for additional beneficiaries)*

name _____
first, middle initial, last

primary contingent relationship to owner _____ allocation _____%

date of birth _____ ssn/tin _____
mm/dd/yyyy 000-00-0000

name _____
first, middle initial, last

primary contingent relationship to owner _____ allocation _____%

date of birth _____ ssn/tin _____
mm/dd/yyyy 000-00-0000

7. Contingent annuitant *(complete if different from owner)*

mr. mrs. ms. male female

name _____ daytime phone _____
first, middle initial, last 000-000-0000

date of birth _____ ssn/tin _____ email _____
mm/dd/yyyy 000-00-0000 emailaddress@domain.com

address _____
street, city, state, zip

8. Initial guarantee period *(check one)* 1 year 2 year 3 year 4 year 5 year
 6 year 7 year 8 year 9 year 10 year

9. Premium payment *(non-qualified funds only, make check payable to Heritage Life Insurance Company)*

monies remitted via: check 1035 exchange (attach 1035 exchange form[s]) other _____

Single Premium Payment \$ _____ *(approximate premium if 1035 exchange)*

Any check received must be honored for payment when presented. Otherwise the contract is void.

10. Right to choose a second addressee to receive notifications – You may choose to have notifications about your contract sent to another addressee. These notices would be in addition to any notice we mail to you. Please indicate if you do or do not want to have a second person receive any such notice.

I choose to name a second addressee *(provide the name and address of the individual below)*

name _____ email _____
first, middle initial, last emailaddress@domain.com

address _____
street, city, state, zip

I choose not to name a second addressee

signature _____ date _____
owner signature (trustee/officer/custodian, if applicable) mm/dd/yyyy

signature _____ date _____
joint owner signature (if applicable) mm/dd/yyyy

11. Special instructions (additional space provided on back of form)

12. Financial institution disclosure – Insurance policies and annuities are not a deposit or other obligation of, or guaranteed by, a bank, any affiliate of a bank, or savings association, and are not insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency of the United States, a bank, any affiliate of a bank, or savings association.

13. Owner(s) acknowledgements (required)

- yes no Do you have existing annuity contracts or life insurance policies?
- yes no Will the annuity contract applied for replace one or more existing annuity contracts or life insurance policies?

NOTE: If yes, explain in section eleven, and please submit any required replacement forms. Replacement includes any surrender, loan, withdrawal, lapse, redirection in or reduction of payments on an annuity contract or life insurance policy in connection with this application.

As owner, I acknowledge that Heritage Life Insurance Company does not offer legal, financial, tax, investment or estate planning advice and I have had the opportunity to seek such advice from the proper sources before purchasing the annuity contract. I have determined that the purchase of the annuity contract is suitable given my particular legal, financial, tax, investment, estate planning or other goals or circumstances.

As owner, I acknowledge that my agent has reviewed the annuity contract with me and I understand how the annuity contract fits within my overall financial needs and plans. I understand that my agent does not have Heritage Life Insurance Company's authorization to accept risk, pass on insurability, or make, void, waive or change any conditions or provisions of this application or the annuity contract.

I understand that the statements and answers in this application form the basis for any contract issued by Heritage Life Insurance Company and that no information is considered to have been given to Heritage Life Insurance Company unless it is stated in this application.

I hereby represent to Heritage Life Insurance Company that all of the information in this application is true and complete to the best of my knowledge and belief. I understand that at the time of contract delivery, all information given to the company must be true and complete without material change. I understand that Heritage Life Insurance Company has no liability until a contract is issued and accepted by the owner and the single premium is paid in full while each proposed owner and annuitant is alive.

SPECIAL NOTICES AND FRAUD WARNINGS

Insurance laws may prohibit an owner of a life insurance policy or annuity contract from entering into any agreement to sell, transfer or assign a life insurance policy or annuity contract prior to the date the policy or contract was issued, or within a period of time after the date the policy or contract was issued. The owner should consult with legal advisors for any questions about these matters.

30 [**FOR RESIDENTS OF FLORIDA:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.]

NOTICE FOR RESIDENTS OF ALL OTHER STATES: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

If the owner is not a natural person, print the name of the entity and have the appropriate authorized person(s) sign below.

signed at _____ date _____
city, state mm/dd/yyyy

signature _____
owner signature (trustee/officer/custodian, if applicable) joint owner signature (if applicable)

signature _____
annuitant signature (if different from the owner) joint annuitant signature (if applicable)

AGENT INFORMATION

- yes no Does the applicant have existing annuity contracts or life insurance policies?
- yes no Do you, as agent, have reason to believe the annuity contract requested will replace one or more existing annuity contracts or life insurance policies?

NOTE: If either question above is answered yes, follow replacement procedures and submit any required forms and/or other materials with the application.

ADVERTISING MATERIALS

- I certify that I used only sales materials approved by Heritage Life Insurance Company with this application and that an original or a copy of all sales materials was left with the applicant.
- I certify that a printed copy of any electronically presented sales material was/will be provided to the applicant no later than the date the contract is delivered.

signature _____ date _____
licensed agent mm/dd/yyyy

name _____
first, middle initial, last

ssn/tin _____ state license id _____
000-00-0000

broker/dealer/agency _____

address _____
street, city, state, zip

daytime phone _____ fax _____ email _____
000-000-0000 000-000-0000 emailaddress@domain.com

Beneficiary(ies), *continued* (attach separate sheet to add additional beneficiaries)

name _____
first, middle initial, last

primary contingent relationship to owner _____ allocation _____%

date of birth _____ ssn/tin _____
mm/dd/yyyy 000-00-0000

name _____
first, middle initial, last

primary contingent relationship to owner _____ allocation _____%

date of birth _____ ssn/tin _____
mm/dd/yyyy 000-00-0000

Special instructions, *continued* (attach separate sheet to add additional instructions)

1



Heritage Life Insurance Company

Home Office: Phoenix, Arizona

2

Administrative Office: [7111 Valley Green Road, Fort Washington, Pennsylvania 19034]

Phone: [877-898-9494] [; E-Mail Address: tbd@Heritagegroup.com] [; www.Heritagegroup.com]

SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

3

This contract is a legal contract between You and the Company. To obtain information about Your contract, or if You need help resolving a complaint, please call [(877)-898-9494].

Please read Your contract carefully.

This is a single premium deferred annuity contract, which means that in exchange for the Single Premium You have paid, Heritage Life Insurance Company will make the Payments provided for, and subject to the provisions, in this contract.

Riders providing supplemental benefits or contract changes (if any) and a copy of the application follow Page 15.

Signed for and on behalf of the Company at its Administrative Office in [Fort Washington, Pennsylvania], to be effective on the Contract Date.

4

{ } { } { } { }

[President]

[Secretary]

5

Right to Examine Contract

You may cancel this contract within [10] days after You receive it by returning it to Us or to any of Our agents. Canceling this contract will void it from the beginning, and We will promptly refund to You the Single Premium paid under this contract, less any amounts We have paid.

Non-participating (No Dividends).

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SCHEDULE PAGE FOR CONTRACT NUMBER: [123456789]

Owner:	[John Doe]
[Joint Owner:]	[Jane Doe]
Annuitant:	[John Doe]
Annuitant's Date of Birth and Gender:	[October 1, 1955 Male]
[Joint Annuitant:]	[Jane Doe]
[Joint Annuitant's Date of Birth and Gender:]	[November 1, 1960 Female]
[Contingent Annuitant:]	[Jill Doe]
[Contingent Annuitant's Date of Birth and Gender:]	[December 1, 1985 Female]
Contract Date:	[March 1, 2011]
Single Premium:	[\$10,000.00]
Maturity Date:	[March 1, 2056]
Initial Guarantee Period:	[5 Contract Years]
Initial Guaranteed Interest Rate:	[1.50%]
Minimum Guaranteed Interest Rate:	[1%]
Nonforfeiture Rate:	[1%]
Premium Expense Charge:	[\$1,000]
Annual Contract Charge:	[\$50]
Fee for Additional Annual Reports:	[\$25]
Minimum Withdrawal Amount:	[\$500]
Minimum Account Value Remaining After Withdrawal:	[\$5,000]
Free Withdrawal Amount:	10% of the Account Value in effect on the preceding Contract Anniversary Date, or on the Contract Date if the withdrawal is made during the first Contract Year
Beneficiary:	[Jane Doe]
[Contingent Beneficiary:]	[Donny Doe]
Issue State:	[State]
Insurance Department Telephone Number:	[123-456-7890]
Riders and Endorsements:	[None]

TABLE OF SURRENDER CHARGES

Contract Year	Surrender Charge Percentage
[1	10%
2	9%
3	8%
4	7%
5	6%
6	5%
7	4%
8	3%
9	2%
10	1%
11 and thereafter	0%]

SCHEDULE PAGE FOR CONTRACT NUMBER: [123456789]**ANNUITY FACTOR TABLES**

Sample factors for selected Annuity Forms are shown in the Annuity Factor tables below. The factors in the tables were calculated using the Guaranteed Basis of Annuity Payments provided below, with monthly Payment Frequency, and are shown as factors per \$1,000 applied to the option. Factors for other ages and other Annuity Forms not shown below will be determined on a basis consistent with that used to determine those shown below. Refer to the Annuity Payment Provisions section for more details.

The Guaranteed Basis of Annuity Payments is [1.5% interest and, for Options 2, 3, 4, and 5, the Annuity 2000 Mortality Table using Adjusted Age, with mortality improvement based on 100% of Projection Scale G for males and 50% of Projection Scale G for females. For Options 2, 3, 4 and 5, the Adjusted Age is equal to the age of the Measuring Life (or Measuring Lives as applicable) on the Annuity Start Date, set back by one year for every five years from calendar year 2010 to such date.]

[Option 1 – Period Certain Only

Period Certain Factors					
Period Certain	Factor	Period Certain	Factor	Period Certain	Factor
[5	\$17.28	14	\$6.59	23	\$4.28
6	\$14.51	15	\$6.20	24	\$4.13
7	\$12.53	16	\$5.85	25	\$3.99
8	\$11.04	17	\$5.55	26	\$3.86
9	\$9.89	18	\$5.27	27	\$3.75
10	\$8.96	19	\$5.03	28	\$3.64
11	\$8.21	20	\$4.81	29	\$3.54
12	\$7.58	21	\$4.62	30	\$3.44]
13	\$7.05	22	\$4.44		

Option 2 – Life Only

Adjusted Age	Life Only Factors	
	Male	Female
[55	\$3.30	\$3.17
60	\$3.75	\$3.58
65	\$4.38	\$4.14
70	\$5.25	\$4.91
75	\$6.44	\$6.04
80	\$8.13	\$7.70
85	\$10.53	\$10.20
90	\$13.95	\$13.84
95	\$18.81	\$18.65]

ANNUITY FACTOR TABLES (continued)

Option 3 - Life with Period Certain

Adjusted Age	Life with 5 Year Period Certain Factors		Life with 10 Year Period Certain Factors	
	Male	Female	Male	Female
[55	\$3.29	\$3.16	\$3.27	\$3.15
60	\$3.74	\$3.57	\$3.70	\$3.55
65	\$4.36	\$4.12	\$4.27	\$4.07
70	\$5.19	\$4.88	\$4.99	\$4.76
75	\$6.29	\$5.95	\$5.85	\$5.64
80	\$7.75	\$7.44	\$6.80	\$6.68
85	\$9.60	\$9.43	\$7.71	\$7.68
90	\$11.74	\$11.71	\$8.42	\$8.40
95	\$13.96	\$13.86	\$8.83	\$8.80]

Option 4 – Joint and 100% Survivor Life

Joint and 100% Survivor Factors									
Male Adjusted Age	Female Adjusted Age								
	[55	60	65	70	75	80	85	90	95]
[55	[2.79	\$2.93	\$3.04	\$3.13	\$3.19	\$3.24	\$3.26	\$3.28	\$3.29
60	\$2.91	\$3.10	\$3.28	\$3.44	\$3.55	\$3.64	\$3.69	\$3.72	\$3.74
65	\$3.00	\$3.26	\$3.52	\$3.76	\$3.98	\$4.14	\$4.24	\$4.31	\$4.34
70	\$3.07	\$3.38	\$3.72	\$4.09	\$4.43	\$4.73	\$4.94	\$5.08	\$5.16
75	\$3.11	\$3.46	\$3.88	\$4.36	\$4.88	\$5.37	\$5.77	\$6.06	\$6.23
80	\$3.13	\$3.51	\$3.99	\$4.58	\$5.27	\$6.02	\$6.71	\$7.26	\$7.62
85	\$3.15	\$3.54	\$4.05	\$4.72	\$5.58	\$6.59	\$7.67	\$8.63	\$9.34
90	\$3.16	\$3.56	\$4.09	\$4.81	\$5.78	\$7.03	\$8.52	\$10.03	\$11.31
95]	\$3.16	\$3.57	\$4.11	\$4.86	\$5.90	\$7.33	\$9.19	\$11.31	\$13.34]

]

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DEFINITIONS

10

Administrative Office Our main administrative office is at [7111 Valley Green Road, Fort Washington, Pennsylvania 19034], phone: [877-898-9494] [, E-Mail Address: tbd@heritagegroup.com]. Please send all contract correspondence to this address.

Annuitant The natural person named in writing as shown on the Schedule Page and on whose age and gender Annuity Payments may be based along with the Joint Annuitant (if any). The Annuitant cannot be changed after this contract is delivered. The continued life of the Annuitant and Joint Annuitant (if any) may be required for the continuance of Annuity Payments under this contract.

Annuity Form The type of annuity used to determine the Annuity Payments to be paid to the Payee. Annuity Forms are described in the Annuity Payment provisions.

Annuity Payment Payments for which We guarantee the dollar amount made by Us to the Payee, in accordance with the Annuity Form and otherwise subject to the terms of this contract. Each Annuity Payment equals the Annuity Payment Amount, less any applicable charges for premium tax not previously considered in the determination of the Annuity Payment Amount.

Annuity Payment Amount The Annuity Payment Amount is the amount We agree to pay at the Payment Frequency for the Annuity Form selected by You prior to the Annuity Start Date. The Annuity Payment Amount will be paid in accordance with the Annuity Form and subject to the provisions of this contract.

Annuity Start Date The date that Annuity Payments begin under this contract. You can select the Annuity Start Date by sending Us a Notice. To comply with the requirements of the Code, the Annuity Start Date can occur no later than the Maturity Date.

Beneficiary The Beneficiary is shown on the Schedule Page, unless changed by You. The person or persons named in writing who may exercise any remaining rights under this contract following death of the Owner or Joint Owner, if there is no surviving Owner or Joint Owner.

Code The U.S. Internal Revenue Code of 1986, as amended.

Contingent Annuitant The natural person named in writing on whose age and gender Annuity Payments may be based only if there is no surviving Annuitant or Joint Annuitant on or prior to the Maturity Date. If the Owner is a natural person and no Contingent Annuitant is named, the Owner is the Contingent Annuitant. The Contingent Annuitant is shown on the Schedule Page.

Contingent Beneficiary The Contingent Beneficiary is shown on the Schedule Page, unless changed by You. The Contingent Beneficiary is the person (if any) You select to become the Beneficiary if the Beneficiary dies. Requirements applicable to the Beneficiary also apply to the Contingent Beneficiary.

Contract Anniversary The same day and month as the Contract Date for each succeeding year this contract remains in force.

Contract Date The date this contract was issued. The Contract Date is shown on the Schedule Page.

Contract Year Any one-year period, as measured from the Contract Date, during which this contract is in force.

Irrevocable Beneficiary A Beneficiary named in writing by You whose written consent is necessary to exercise any contract right.

Joint Annuitant The natural person named in writing as shown on the Schedule Page and on whose age and gender Annuity Payments may be based along with the Annuitant. The Joint Annuitant cannot be changed after this contract is delivered. The continued life of the Joint Annuitant and Annuitant may be required for the continuance of Annuity Payments under this contract.

Joint Owner The Joint Owner of this contract (if any) is shown on the Schedule Page, unless changed by You. The Joint Owner, together with the Owner, may exercise every right in this contract. These rights are subject to the written consent of any Irrevocable Beneficiary.

Maturity Date The Maturity Date is shown on the Schedule Page. You may change the Maturity Date subject to the provisions of this contract. Refer to the Annuity Payment Provisions section for more details.

Measuring Life or Measuring Lives The person or persons on whose life the Annuity Payments are based. In connection with a surrender of this contract prior to the Annuity Start Date and the election to have the surrender value distributed under an Annuity Form with a life contingency (Options 2, 3, 4, or 5), the Measuring Life or Measuring Lives shall be You. At any other time prior to the death of the Owner or Joint Owner (if any), the Measuring Life or Measuring Lives shall be the Annuitant and Joint Annuitant (if any). If the Owner or Joint Owner (if any) dies before the Annuity Start Date, the Measuring Life or Measuring Lives shall be You if a Death Benefit is payable and the election is made to have the Death Benefit distributed under an Annuity Form with a life contingency (Options 2, 3, 4, or 5), otherwise it shall continue to be the Annuitant and Joint Annuitant, if any.

Non-Participating This contract does not share in the Company's divisible surplus. This contract does not pay dividends.

Notice, Election or Request Writing that is signed by You and in a form acceptable to Us. A Notice, Election or Request is not binding on any Payments or action We make prior to receiving such Notice, Election or Request in good order at Our Administrative Office.

Owner The Owner of this contract is shown on the Schedule Page, unless changed by You. The Owner, together with any Joint Owner, may exercise every right in this contract. These rights are subject to the written consent of any Irrevocable Beneficiary.

Payee The Owner, or person(s) designated in writing by You to receive the Payments. Our consent is needed if the Payee is an executor, personal representative, administrator, trustee, corporation, partnership, association or other non-natural person.

Payment Any amount payable under this contract including withdrawal benefits, surrender benefits, Death Benefit, and Annuity Payments.

Payment Frequency The Payment Frequency is the frequency in which We will make Annuity Payments for the Annuity Form selected by You.

Single Premium The amount paid to Us as consideration for the benefits provided under this contract.

We, Our, Us, Company Heritage Life Insurance Company.

You, Your The Owner and, if applicable, the Joint Owner. Upon the death of the Owner and Joint Owner (if any), You means the Beneficiary.

OWNERSHIP

The Owner is the person named on the Schedule Page, unless changed by You. The Owner, together with any Joint Owner, has all interest and rights under this contract.

Subject to the rights of any Irrevocable Beneficiary and any applicable laws or regulations, You may change the Owner by sending Us a Notice. The Notice, unless otherwise specified by the Owner, will take effect on the date the Notice is signed by the Owner, subject to any Payments made or actions taken by Us prior to Our receipt of the Notice. We will not be liable for any Payments We make or action We take before the Notice is received.

ANNUITANT

The Annuitant is the person named on the Schedule Page. The Annuitant is the person on whose age and gender Annuity Payments may be based along with the Joint Annuitant (if any) named on the Schedule Page. The Annuitant and Joint Annuitant, if any, cannot be changed after this contract is delivered.

You may designate a Contingent Annuitant. The Contingent Annuitant is the person on whose age and gender Annuity Payments may be based only if there is no surviving Annuitant or Joint Annuitant on or prior to the Annuity Start Date. If You do not designate a Contingent Annuitant, and the Owner is a natural person, the Owner is the Contingent Annuitant.

BENEFICIARY

The Beneficiary is the person(s) named on the Schedule Page, unless changed by You.

If there is no surviving Owner or Joint Owner, then the Beneficiary(ies) may exercise any remaining rights of ownership in this contract, in equal shares unless otherwise provided by You in writing. Each Beneficiary may exercise their respective rights of ownership independently on their respective share, including the right to name a Payee to receive their share of the Payments. If no Beneficiary survives, the Contingent Beneficiary(ies) will be treated as the Beneficiary. If there is no surviving Beneficiary or Contingent Beneficiary, Your estate will be treated as the Beneficiary.

An Irrevocable Beneficiary cannot be changed without the consent of the Irrevocable Beneficiary. Subject to the rights of any Irrevocable Beneficiary and any applicable laws or regulations, You may change the Beneficiary or Contingent Beneficiary by sending Us a Notice. Unless otherwise specified by You, a change of Beneficiary will be effective on the date the Notice is signed by You, subject to any Payments made or action taken by Us prior to Our receipt of the Notice. We will not be liable for any Payments We make or action We take before the Notice is received.

PREMIUM PROVISIONS

Payment of Premium The Single Premium must be paid on or before the Contract Date. The Single Premium amount is shown on the Schedule Page. The Single Premium must be made payable to the Company at Our Administrative Office, or made payable to the Company and delivered to one of Our agents.

INTEREST RATE PROVISIONS

Guaranteed Interest Rate We will credit interest to the Account Value at the Guaranteed Interest Rate. The Guaranteed Interest Rate is guaranteed for the Guarantee Period selected by You. The Initial Guaranteed Interest Rate for the Initial Guarantee Period is shown on the Schedule Page. At the end of the Initial Guarantee Period (and each Guarantee Period thereafter), We will declare, at Our discretion, a Guaranteed Interest Rate for the following renewal Guarantee Period. Subsequent Guaranteed Interest Rates may be higher or lower than the Initial Guaranteed Interest Rate, but will never be less than the Minimum Guaranteed Interest Rate.

Minimum Guaranteed Interest Rate The Minimum Guaranteed Interest Rate will apply during all Guarantee Periods and will not be changed. The Minimum Guaranteed Interest Rate is shown on the Schedule Page.

Guarantee Period A Guarantee Period is the number of Contract Years for which a declared Guaranteed Interest Rate is guaranteed under this contract. The Initial Guarantee Period starts on the Contract Date and continues for the number of Contract Years shown on the Schedule Page.

Prior to the end of each Guarantee Period, a renewal Guarantee Period may be selected by the Owner. The renewal Guarantee Period will be the number of Contract Years for which the corresponding Guaranteed Interest Rate as declared by Us will be in effect. Before the end of each Guarantee Period, we will notify You of the renewal Guarantee Periods available. If the Owner does not elect a renewal Guarantee Period by the end of the existing Guarantee Period, the default renewal Guarantee Period will be one Contract Year.

CONTRACT VALUE PROVISIONS

Account Value The Account Value on any day prior to the Annuity Start Date is equal to:

1. the Single Premium paid by You, reduced by any Premium Expense Charge; plus
2. interest credited by Us; minus
3. the sum of withdrawals (including any applicable charges) made by You; minus
4. the sum of the Annual Contract Charges and charges for taxes, if applicable; minus
5. rider charges, if any.

An Annual Contract Charge will be deducted from the Account Value on each Contract Anniversary. The amount deducted on the Contract Anniversary will not exceed the amount shown in the schedule.

On or after the Annuity Start Date the Account Value is zero.

Surrender Value The Surrender Value is equal to the Account Value less any Surrender Charge, any applicable rider charges accrued but not yet deducted, and any applicable premium tax charges.

SURRENDER AND WITHDRAWAL PROVISIONS

Surrender If elected by You on or prior to the Annuity Start Date, We will pay the Surrender Value in a lump sum, or as Annuity Payments under an Optional Payout Plan. You may surrender this contract in full for the Surrender Value by sending it together with a Request to Our Administrative Office at any time prior to the Annuity Start Date. The amount payable is the Surrender Value as of the date We process the Request.

Withdrawal You may take a withdrawal from the Account Value by sending a Request to Our Administrative Office at any time prior to the Annuity Start Date. The Minimum Withdrawal Amount is shown on the Schedule Page. No withdrawal can be taken that would reduce the Account Value to an amount less than the Minimum Account Value Remaining After Withdrawal amount shown on the

Schedule Page. The amount payable will be the amount of the withdrawal, less any Surrender Charge and any applicable charges for riders and/or premium tax as of the date We process Your Request.

Surrender Charge Any amount withdrawn or surrendered may be subject to a Surrender Charge. The Surrender Charge is equal to the Surrender Charge Percentage multiplied by the amount withdrawn or surrendered that is in excess of any available Free Withdrawal Amount. Surrender Charge Percentages are shown in the Table of Surrender Charges on the Schedule Page.

Free Withdrawal Amount Withdrawals without Surrender Charges are available each Contract Year up to the Free Withdrawal Amount shown on the Schedule Page. Amounts available but not withdrawn during a Contract Year do not carry over to subsequent Contract Years.

Deferral of Payments We reserve the right to defer Payment of any withdrawal or surrender for up to a period of six months. We will not defer a Payment if We are required by law to pay earlier.

DEATH PROVISIONS

Death of Owner or Joint Owner You shall provide immediate Notice to Us of the death of the Owner and/or Joint Owner (if any). If the Owner or Joint Owner (if any) dies, all rights under this contract will belong to the surviving Owner or Joint Owner (if any), as the case may be. If there is no Owner or Joint Owner surviving, all rights under this contract will belong to the Beneficiary. If there are multiple Beneficiaries, then the Death Benefit provisions shall apply independently to each Beneficiary as allocated by You.

Death of Measuring Life You shall provide immediate Notice to Us of the death of any Measuring Life. If any Owner is a non-natural person, death or change of a Measuring Life will be treated as death of an Owner. Upon the death of any Measuring Life on or after the Annuity Start Date, any remaining Annuity Payments will be made in accordance with the Annuity Form and otherwise subject to the terms of this contract.

Proof of Death The Notice of Your death or the death of any Measuring Life must include proof of death in a form acceptable to us. Such proof of death is to include a certified copy of the death certificate or certified copy of a decree from a court of competent jurisdiction stating the finding of death.

DEATH BENEFIT PROVISIONS

Before Annuity Payments Begin If either the Owner or Joint Owner dies while this contract is in force but prior to the Annuity Start Date (and any surviving Owner or Joint Owner is not the spouse of the deceased Owner or Joint Owner), We will pay a Death Benefit. The Death Benefit is the Account Value on the date we have received both: (1) proof of death of the Owner or Joint Owner, as the case may be; and (2) Notice from the surviving Owner or any Beneficiary, as the case may be, electing a Death Benefit Option.

If the Owner or Joint Owner dies before the Annuity Start Date and the deceased Owner's or Joint Owner's surviving spouse is also the surviving Owner or Joint Owner, this contract will continue with the surviving spouse as sole Owner and We will not pay a Death Benefit. This provision will not apply at the subsequent death of the surviving spouse.

If there is no Joint Owner at the time the Owner dies while this contract is in force but prior to the Annuity Start Date, and the Beneficiary is the surviving spouse of the deceased Owner, the surviving spouse may elect to continue the contract in lieu of receiving the Death Benefit by providing Notice to Us; provided, however, that this provision will not apply at the subsequent death of the surviving spouse. If the surviving spouse elects not to continue the contract, the Death Benefit will be paid in accordance with the Death Benefit Options.

After Annuity Payments Begin No Death Benefit is payable on any date after the Annuity Start Date, unless otherwise provided under the Annuity Form elected. Any remaining Annuity Payments will be made in accordance with the Annuity Form and otherwise subject to the terms of this contract. Any such Annuity Payments will be paid at least as rapidly as under the method of distribution in effect on the date of death.

Death Benefit Options Subject to any other provision in this contract, including the Death Benefit provisions, each Beneficiary may choose one of the Death Benefit Options below in this provision by sending Notice to Us. Once a Death Benefit Option is made, each Beneficiary's portion will be treated as if it were a separate contract. Reference to Beneficiary when pertaining to such portion will mean only the Beneficiary of that portion.

Death Benefit Option 1. Receive the Death Benefit in a lump sum.

Death Benefit Option 2. Receive the Death Benefit as Annuity Payments under an Optional Payout Plan offered by Us. The Annuity Payments must be paid over Your lifetime or over a period not extending beyond Your life expectancy or as otherwise determined by the Code and applicable regulations. The first Annuity Payment must be made no later than one year after the date of death of the Owner or Joint Owner, as the case may be.

Death Benefit Option 3. Receive the Death Benefit at any time during the five-year period immediately following the date of death of the Owner or Joint Owner, as the case may be. At the end of the five-year period, We will pay in a lump sum any Death Benefit still remaining. If this Death Benefit Option is elected, We will credit interest at a rate declared by Us at Our discretion but not less than the Minimum Guaranteed Interest Rate on any amounts deferred from the date the Notice electing this Death Benefit Option is received by Us until such amounts are paid by Us.

If distributions have not begun within one (1) year of the date of death of the Owner or Joint Owner, as the case may be (and the surviving Owner or Joint Owner is not the spouse of the deceased Owner or Joint Owner), and no Death Benefit Option has been elected, We will pay the Death Benefit as described in Death Benefit Option 3 above.

If a Beneficiary dies before the entire Death Benefit has been distributed or applied to an Optional Payout Plan, We will pay in a lump sum any portion of Death Benefit still remaining to the person named by the Beneficiary or, if no person is so named, to the Beneficiary's estate.

Regardless of which Death Benefit Option is selected, this contract will terminate when the last Payment under such Death Benefit Option has been made.

Any Payments made under these Death Benefit provisions will be paid in accordance with applicable law or regulations governing such Payments.

Notwithstanding any provision of this contract to the contrary, this contract will be construed and administered in accordance with the requirements of Section 72(s) of the Code.

ANNUITY PAYMENT PROVISIONS

We will make Annuity Payments to the Payee beginning on the Annuity Start Date, under the Annuity Form selected by You. The Annuity Payment Amount will be (a) times (b) divided by (c) where :

- (a) is the applicable factor for the Annuity Form, and age and gender (if applicable), using the Guaranteed Basis of Annuity Payments;
- (b) is the Surrender Value*, in effect one day before the Annuity Start Date; and
- (c) is \$1000.

*There will be no Surrender Charge applied if You select an Annuity Form with a life contingency (Options 2, 3, 4, or 5) or Period Certain Only (Option 1) of at least 10 years.

The Guaranteed Basis of Annuity Payments is shown on the Schedule Page, and is reflected in the sample factors shown in the Annuity Factor Tables. We may increase the Annuity Payment Amount at our sole discretion.

Prior to the Annuity Start Date You may choose an Annuity Form, or change a previously elected Annuity Form; provided, however, that our consent must be obtained prior to selection of an Annuity Form if any Payee is not a natural person. If no Annuity Form has been selected on or prior to the Maturity Date, the Annuity Form will be a Life Annuity with Five Year Period Certain, unless otherwise provided under the Code.

You may elect for the Payee to receive the Surrender Value in a lump sum instead of receiving Annuity Payments. If We pay the Surrender Value in a lump sum, this contract will terminate and We will have no further obligation under this contract.

Annuity Payments will be made monthly unless You provide Us Notice electing Payments be made on a quarterly, semi-annual or annual basis. However, if any Annuity Payment made more frequently than annually would be or becomes less than \$100, We reserve the right to reduce the Payment Frequency to an interval that would result in each payment being at least \$100. If an annual Annuity Payment would be less than \$100, We will pay the Surrender Value in a lump sum and this contract will terminate.

Annuity Payments will begin on the Maturity Date shown on the Schedule Page, unless You select an Annuity Start Date which is prior to the Maturity Date. You may change the Maturity Date, subject to requirements of the Code and any applicable regulations and the provisions of this contract, The latest Maturity Date you may select is the next Contract Anniversary following the date on which the younger of the Annuitant and Joint Annuitant, if any, will attain age 95; or, if later, ten (10) Contract Years after the Contract Date. The Maturity Date must be at least ten (10) Contract Years after the Contract Date.

All Annuity Payments to be paid under this contract will be made in accordance with the Annuity Form selected by You and otherwise subject to the terms of this contract. You assume all responsibility for claims against the Company arising out of any Annuity Payments paid as directed by You. You agree that any Annuity Payments made in excess of the Annuity Payment Amount or otherwise made on or after the date this contract terminates will be promptly returned to Us or may be set-off by Us against future Annuity Payments. Annuity Payments not returned to Us within 30 days of termination of this contract will accrue interest from the date of termination at an annual rate of 6%.

Optional Payout Plans Subject to the rules stated below, the Death Benefit or Surrender Value may be received as Annuity Payments under one of the Annuity Forms in lieu of a lump sum. The Annuity Payment Amount will be calculated as above, using the Death Benefit or Surrender Value as the case may be. The following Optional Payout Plan rules shall apply:

1. Our consent must be obtained prior to selection of an Annuity Form if any Payee is not a natural person.
2. Death Benefit proceeds paid under an Optional Payout Plan must conform to the rules in the Death Benefit and Death Benefit Options Provisions.
3. If You change a Beneficiary, Your Optional Payout Plan selection will remain in effect unless You give Us a Request that it be changed.
4. The amount of each Annuity Payment under an Optional Payout Plan must be at least \$100.
5. There will be no Surrender Charge applied if You select an Annuity Form with a life contingency (Options 2, 3, 4, or 5) or Period Certain Only (Option 1) of at least 10 years.

Annuity Forms One of the following Annuity Forms for the Annuity Payments may be selected by You:

1. **Period Certain Only** - We will make Annuity Payments to the Payee at the Payment Frequency during the Period Certain, without regard to the continued life or death of a Measuring Life. The Period Certain will be a fixed period from five (5) to thirty (30) years as selected by You.
2. **Life Only** - We will make Annuity Payments to the Payee at the Payment Frequency during the period beginning on the Annuity Start Date and ending on the date the Measuring Life is no longer surviving. No Annuity Payments will be made at any time after the death of the Measuring Life.
3. **Life with Period Certain** - We will make Annuity Payments to the Payee at the Payment Frequency during the period beginning on the Annuity Start Date and ending on the date that is the later of (x) the date the Measuring Life is no longer surviving or (y) the end of the Period Certain. After the end of the Period Certain, no Annuity Payments will be made at any time after the death of the Measuring Life.
4. **Joint and Survivor** - We will make Annuity Payments to the Payee at the Payment Frequency during the period beginning on the Annuity Start Date and ending on the date on which both of the Measuring Lives are no longer surviving; provided, however that if elected by You, if only one of either of the Measuring Lives is no longer surviving, the Annuity Payments may be reduced. No Annuity Payments will be made at any time after the death of both of the Measuring Lives.
5. **Joint and Survivor with Period Certain** - We will make Annuity Payments to the Payee at the Payment Frequency during the period beginning on the Annuity Start Date and ending on the date that is the later of (x) the date that both of the Measuring Lives are no longer surviving or (y) the end of the Period Certain; provided, however that if elected by You, at the end of the Period Certain, if only one of either of the Measuring Lives is no longer surviving, then the Annuity Payments may be reduced. After the end of the Period Certain, no Annuity Payments will be made at any time after the death of both of the Measuring Lives.

NONFORFEITURE PROVISIONS

The Annuity Payment Amounts (Paid-Up Annuity Benefits), Surrender Value, and the Death Benefit provided under this contract are not less than the minimum benefits required by law where this Contract is issued for delivery.

Guaranteed Basis of Annuity Payments Annuity Payment Amounts under this contract will not be less than amounts based on the mortality table, if applicable, and interest rate or rates, shown on the Schedule Page. Such Annuity Payment Amounts may include payment of the following benefits as provided under this contract: (1) the Death Benefit; (2) the Surrender Value; and (3) the Annuity Payments beginning on the Maturity Date.

GENERAL PROVISIONS

Contract This contract is issued in consideration of the Single Premium paid by You. If the check used to pay the Single Premium is not honored, this contract will be void. This contract, copy of the application, and any attached endorsements and riders form the entire contract between You and the Company. All statements made by the applicant in the application will, in the absence of fraud, be deemed representations and not warranties. It is important to review any endorsements and riders. In the event of a conflict with any provisions of this contract, the endorsement(s) or rider(s) will control.

Contract Changes Any change of this contract requires the written consent of an authorized Company Officer. No agent has the authority to change this contract or waive any of its terms.

Conformity with Law The state law where this Contract is issued for delivery supersedes any conflicting laws of any other state where the Owner may live on or after the Contract Date.

Assignment You may assign this contract subject to any applicable laws or regulations. An assignment, unless otherwise specified by the Owner, shall take effect on the date the Notice of assignment is signed by You, subject to any Payments made or action taken by Us prior to Our receipt of the Notice. All contract rights and benefits are subject to any assignment. We are not responsible for the validity of an assignment. If there is an Irrevocable Beneficiary, You may make an assignment only if the Irrevocable Beneficiary agrees in writing.

Incontestability This contract is incontestable from the Contract Date.

Misstatement of Date of Birth, Age or Gender If the date of birth, age or gender of any Measuring Life is misstated, the benefits will be those that would apply had We been provided the true date of birth, age and gender. If We made overpayments or underpayments because of misstatement, any current or succeeding Payments shall be charged or credited interest at an annual rate of 6% against the current or succeeding Payments made by Us. Any underpayments will be made up in one sum with the next Payment, or in another manner agreed to by Us.

Premium Tax Some states charge a premium tax. We will deduct a charge for premium tax from the Payments if We must pay a premium tax.

Proof that a Measuring Life is Alive We may require proof that a Measuring Life is alive. We may require proof at any time while this contract is in force or before making any Payment.

Taxability of Payments If required, We will report to the Internal Revenue Service certain Payments or other amounts relating to this contract annually, or as otherwise directed by the applicable requirements.

Protection of Proceeds This contract and Payments under this contract will be exempt from the claims of any creditors to the extent permitted by law.

Non-Participating This contract does not participate in company profits. No dividends will be paid under this contract.

Termination of Contract This contract will terminate upon the earliest of: (1) the last scheduled Annuity Payment to be paid in accordance with the Annuity Form selected by You; (2) surrender; or (3) payment of the Death Benefit.

Tax Status This contract is intended to be treated as an annuity contract for federal income tax purposes and to satisfy any applicable requirements of the Code, e.g., Code Section 72(s), and any regulations relating thereto (the "Applicable Requirements"). To achieve these purposes, the provisions of this contract (including any endorsement or rider to this contract) are to be interpreted to ensure or maintain such a status under the Applicable Requirements. We reserve the right to amend this contract as needed to maintain such a status or to comply with any changes in the Applicable Requirements. We will send You a copy of any such amendment.

Annual Report Once a year, while this contract is in force, We will send You an annual report at no charge. You may make a Request for additional annual reports; any costs for the additional annual reports are shown on the Schedule Page. The report will be sent to Your last known address. Annual Reports will not be sent to You on, or after, the Annuity Start Date.

The annual report will provide the following information at a date not more than four months prior to the date of mailing for the period since the last report: (1) the Single Premium received by Us; (2) the beginning and ending dates of the current report; (3) the Account Value, if any, at the beginning and ending of the current reporting period; (4) any interest credits, withdrawal and surrender amounts, and charges during the reporting period; (5) the Surrender Value, if any, at the end of the reporting period; (6) the amount of the Death Benefit, if any, as of the date of the report; and (7) any other information that may be required by law.

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Heritage Life Insurance Company

Home Office: Phoenix, Arizona

Important Information

This contract is a valuable asset. Read it carefully and file it with Your valuable papers.

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12

Contact Our nearest representative, or Our Administrative Office at [7111 Valley Green Road, Fort Washington, Pennsylvania 19034], phone: [877-898-9494] for the following services:

1. Information about this contract;
2. Preparing claims papers, or other notices, elections or requests; or
3. Additional annuity or insurance services.

When writing Us please give the contract number, and the Owner's full name and address.

SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

Non-participating (No Dividends).

HERITAGE LIFE INSURANCE COMPANY
STATEMENT OF VARIABILITY
11-A1003 SINGLE PREMIUM DEFERRED ANNUITY CONTRACT
AND
11-A1002A INDIVIDUAL SINGLE PREMIUM DEFERRED ANNUITY APPLICATION

Form 11-A1003, Single Premium Deferred Annuity Contract

Cover page:

1. Company Logo – The Heritage Life logo is shown as variable to accommodate changes that may occur at some later time, and/or any applicable variations that may be required by jurisdiction.
2. Administrative Office Address – Heritage Life’s Administrative Office address is shown as variable to accommodate updates to the address such as the street address, website, or e-mail address. The website and/or e-mail address are either in or out, and will not appear until the Company has a website and/or e-mail address. When the Company has a website and/or e-mail address, these items will appear, as applicable, on a go-forward basis.
3. Telephone Number – Heritage Life’s telephone number is marked as variable to accommodate updates to the telephone number.
4. Officer Signatures and Titles – The signatures of two officers, currently the President and Secretary of Heritage Life, will appear on the Face Page of all contracts. This information is marked as variable to accommodate changes to the President and/or Secretary titles and/or signatures.
5. Right To Examine Contract Period – The Right to Examine Contract period will either be shown as 10 days for regular contract issues, or 30 days for contracts where replacement is involved.

Table of Contents:

6. Reference to the Schedule Pages contents and their page numbers may change as applicable to the contract as issued.

Schedule Pages:

7. Page 3:
 - Contract Number – Will insert the Contract Number, which will vary with each contract issuance.
 - Owner – Will insert the Owner name. This will match the Owner name on the Application.
 - Joint Owner – This variable item will either be in or out, depending on whether or not there is a Joint Owner. Will insert the Joint Owner name if there is a Joint Owner. This will match the information on the Application.
 - Annuitant – Will insert the Annuitant Name. This will match the information on the Application.
 - Annuitant’s Date of Birth and Gender – Will insert the Annuitant’s date of birth and gender. This will match the information on the Application.
 - Joint Annuitant – This variable item will either be in or out, depending on whether or not there is a Joint Annuitant. Will insert the Joint Annuitant’s name if there is a Joint Annuitant. This will match the information on the Application.
 - Joint Annuitant’s Date of Birth and Gender – This variable item will either be in or out, depending on whether or not there is a Joint Annuitant. Will insert the Joint Annuitant’s date of birth and gender. This will match the information on the Application.

- Contingent Annuitant - This variable item will either be in or out, depending on whether or not there is a Contingent Annuitant. Will insert the Contingent Annuitant's name if there is a Contingent Annuitant. This will match the information on the Application.
- Contingent Annuitant's Date of Birth and Gender – This variable item will either be in or out, depending on whether or not there is a Contingent Annuitant. Will insert the Contingent Annuitant's date of birth and gender. This will match the information on the Application.
- Contract Date – Will insert the Contract Date, which will be the date the Single Premium is received.
- Single Premium – Will insert the amount of the Single Premium. This will match the information on the Application, for regular contract issues. For exchanges, it will match the amount received from the insurance carrier(s) involved in the exchange whose contracts are being replaced.
- Maturity Date – Maturity Date is variable. The date shown is the latest Annuity Start Date allowed under the terms of the contract.
- Initial Guarantee Period – Will insert the Initial Guarantee Period selected by the Owner. This will match the information on the Application.
- Initial Guaranteed Interest Rate – This item is variable. Will insert the Initial Guaranteed Interest Rate applicable to the contract. This rate is used to determine interest credited during the Initial Guarantee Period, and is set at the discretion of the Company, provided however, that it will not be less than the Minimum Guaranteed Interest Rate for the contract.
- Minimum Guaranteed Interest Rate – This item is variable. Will insert the Minimum Guaranteed Interest Rate applicable to all Guarantee Periods of the contract. This rate may vary for new issues from time to time and is set at the discretion of the Company, provided however, that it will not be less than the Nonforfeiture Rate for the contract.
- Nonforfeiture Rate – This item is variable. Will insert the Nonforfeiture Rate applicable to the contract. The contract terms provide the methodology for determination of the Nonforfeiture Rate. The Nonforfeiture Rate for new issues varies from time to time, but once determined for a contract applies during all Guarantee Periods of that contract. The Nonforfeiture Rate is determined in accordance with Standard Nonforfeiture Law for Individual Deferred Annuities.
- Premium Expense Charge – This item is variable. Will insert the Premium Expense Charge applicable to the contract. This amount is expressed as a dollar amount, determined as a percentage of the Single Premium. The percentage of the Single Premium used may vary from 0% to 10%, provided however that the sum of that percentage and the initial Surrender Charge percentage applicable to the contract will not exceed 10%. If no charge applies, the schedule will indicate "None".
- Annual Contract Charge – This item is variable. Will insert the Annual Contract Charge applicable to the contract, which may be up to \$50. If no charge applies, the schedule will indicate "None".
- Fee for Additional Annual Reports – This item is variable. Will insert the Fee for Additional Annual Reports applicable to the contract, which may be up to \$25. If no fee applies, the schedule will indicate "None".
- Minimum Withdrawal Amount – This item is variable. Will insert the Minimum Withdrawal Amount applicable to the contract, which may be up to \$500. If no minimum applies, the schedule will indicate "None".
- Minimum Account Value Remaining After Withdrawal – This item is variable. Will insert the Minimum Account Value Remaining After Withdrawal applicable to the contract, which may be up to \$5,000.
- Beneficiary – Will insert the name of the Beneficiary. This will match the information on the Application.

- Contingent Beneficiary – This variable item will either be in or out, depending on whether or not there is a Contingent Beneficiary. This will match the information on the Application.
- Issue State – Will insert the state where the contract is issued for delivery.
- Insurance Department Telephone Number – Will insert the telephone number of the Insurance Department of the state where the contract is issued for delivery.
- Riders and Endorsements – This variable item will list any riders or endorsements on the contract or it will otherwise indicate None.

8. Table of Surrender Charges (page 3A)

- Contract Number - Will insert the Contract Number, which will vary with each contract issuance.
- Table – This item is variable. Will insert the table of Surrender Charge Percentages applicable to the contract. Surrender Charge Percentages used may change from time to time. Surrender Charge Percentages will not, in any contract year, exceed the maximum shown below. In addition, Surrender Charge Percentages applicable to a given contract will not increase by contract year. This contract will not be offered without Surrender Charges.

Contract Year	1	2	3	4	5	6	7	8	9	10	11+
Percentage	10%	9%	8%	7%	6%	5%	4%	3%	2%	1%	0%

9. Annuity Factor Tables (pages 3B and 3C)

- Contract Number - Will insert the Contract Number, which will vary with each contract issuance.
- Text – This item is variable. Will insert the Guaranteed Basis of Annuity Payments applicable to the contract, which is set at the discretion of the Company.
- Tables – Selected Annuity Factors determined using the Guaranteed Basis of Annuity Payments applicable to the contract will be shown.

Contract Pages:

10. Definitions - Page 5

- Administrative Office Address - Heritage Life's Administrative Office address is shown as variable to accommodate updates to the address such as the street address or e-mail address. The e-mail address is either in or out, and will not appear until the Company has an e-mail address. When the Company has an e-mail address, this item will appear, as applicable, on a go-forward basis.
- Telephone Number - Heritage Life's telephone number is marked as variable to accommodate updates to the telephone number.

Back Cover Page:

11. Administrative Office Address – Heritage Life's Administrative Office address is shown as variable to accommodate updates to the street address.
12. Telephone Number - Heritage Life's telephone number is marked as variable to accommodate updates to the telephone number.
13. Not used
14. Not used

15. Not used
16. Not used
17. Not used
18. Not used
19. Not used
20. Not used
21. Not used
22. Not used
23. Not used
24. Not used
25. Not used

Form 11-A1002A, Individual Single Premium Deferred Annuity Application

26. Company Logo – The Heritage Life logo is shown as variable to accommodate changes that may occur at some later time, and/or any applicable variations that may be required by jurisdiction.
27. Administrative Office Address – Heritage Life’s Administrative Office address is shown as variable to accommodate updates to the address such as the street address, website, or e-mail address. The website and/or e-mail address are either in or out, and will not appear until the Company has a website and/or e-mail address. When the Company has a website and/or e-mail address, these items will appear, as applicable, on a go-forward basis.
28. Telephone Number – Heritage Life’s telephone number is marked as variable to accommodate updates to the telephone number.
29. Initial Guarantee Period – This item will show the Initial Guarantee Periods currently offered by the Company. Periods range from one-year to ten-years. Availability may vary from time to time except for the one-year period, which will always be available. Any additional Guarantee Periods will be filed prior to use.
30. Special Notices and Fraud Warnings - Specific fraud statements may be revised based upon revised state law or regulation regarding such statements. Additional state fraud statements may be added upon newly enacted statute or newly adopted regulation in a given state that requires such on the application form.

29 March 2011

Re: Letter of Authorization

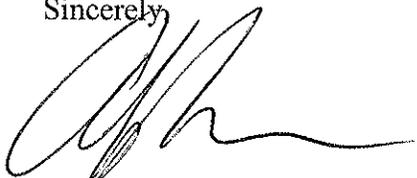
Dear State Regulator:

We hereby authorize:

Sandra K. Meltzer & Associates, Inc.
1925 Century Boulevard, Suite 1
Atlanta, Georgia 30345

to carry out the state filings (including the District of Columbia) on behalf of Heritage Life Insurance Company. This authorization is to be used with the filing of annuity products and associated forms which may consist of but are not limited to, endorsements, applications, certificates and rider forms.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alex Lempiner', with a long horizontal flourish extending to the right.

Alex Lempiner
General Counsel

HERITAGE LIFE INSURANCE COMPANY

Re: Policy, Form No. 11-A1003
Application Forms 11-A1002A

With respect to submission of the above-referenced forms, Heritage Life Insurance Company hereby agrees that the Company will comply with the requirements of Rule 19, concerning Unfair Sex Discrimination in the Sale of Insurance, when marketing these forms in the State of Arkansas.

Heritage Life Insurance Company

By



Alex Lempiner, General Counsel