

SERFF Tracking Number: INGD-127352874 State: Arkansas
Filing Company: ReliaStar Life Insurance Company State Tracking Number:
Company Tracking Number: RL-IA-3050 ET AL.
TOI: A07I Individual Annuities - Special Sub-TOI: A07I.001 Equity Indexed
Product Name: RL-IA-3050 Single Premium Deferred Annuity Contract et al.
Project Name/Number: RL-IA-3050 Single Premium Deferred Annuity Contract et al./RL-IA-3050 et al.

Filing at a Glance

Company: ReliaStar Life Insurance Company

Product Name: RL-IA-3050 Single Premium Deferred Annuity Contract et al. SERFF Tr Num: INGD-127352874 State: Arkansas

TOI: A07I Individual Annuities - Special SERFF Status: Closed-Approved- Closed State Tr Num:

Sub-TOI: A07I.001 Equity Indexed Co Tr Num: RL-IA-3050 ET AL. State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird

Authors: Karen Flieck, Alicia Disposition Date: 01/10/2012

Gemelli, Christine Runkle-DiFonzo

Date Submitted: 01/05/2012 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: RL-IA-3050 Single Premium Deferred Annuity Contract et al. Status of Filing in Domicile: Pending

Project Number: RL-IA-3050 et al.

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Minnesota is our state of domicile.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 01/10/2012

State Status Changed: 01/10/2012

Deemer Date:

Created By: Christine Runkle-DiFonzo

Submitted By: Christine Runkle-DiFonzo

Corresponding Filing Tracking Number:

Filing Description:

RE: ReliaStar Life Insurance Company

NAIC No.: 229-67105 FEIN No.: 41-0451140

Forms:

RL-IA-3050 Single Premium Deferred Annuity Contract

RL-RA-3051 403(b) Annuity Endorsement

SERFF Tracking Number: *INGD-127352874* State: *Arkansas*
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RL-RA-3052 Individual Retirement Annuity Endorsement
RL-RA-3053 Roth Individual Retirement Annuity Endorsement

Enclosed please find the above-referenced forms for your review and approval. The contract and endorsement forms are new and are not intended to revise or replace any forms previously filed with, or approved for use by, your Department.

Form RL-IA-3050 is a non-registered Individual Single Premium Deferred Annuity contract that may be used for non-qualified and qualified plans. It is intended for solicitation by licensed agents to the general public. It offers the option of a Fixed Rate Strategy, four Crediting Strategies which are credited with the annual earnings tied to the S&P 500 Index and a fifth Benchmark Crediting Strategy, which is an additional annual crediting option tied to an Interest Rate Benchmark (currently, the 3 Month BBA LIBOR). Each Crediting Strategy is described in more detail below:

- Point-to-Point Participation Index Strategy annual index credit is calculated as a percentage (equal to the strategy participation rate) of the annual point-to-point increase, if any, in the S&P 500 Index during the Contract Year and is floored at zero. The participation rate is declared in advance, is guaranteed for one year, and may change annually.
- Point-to-Point Cap Index Strategy annual index credit is calculated as the annual point-to-point increase, if any, in the S&P 500 Index during the Contract Year, up to a stated index cap, and is floored at zero. The index cap is declared in advance, is guaranteed for one year, and may change annually.
- Monthly Average Index Strategy annual index credit is calculated as a percentage (equal to the strategy participation rate) of monthly averaged index increase, if any, in the S&P 500 Index during the Contract Year, less a stated index spread, and is floored at zero. The participation rate and index spread are declared in advance, are guaranteed for one year, and may change annually.
- Monthly Cap Index Strategy annual index credit is calculated as the sum of the monthly increase, up to a stated monthly cap, in the S&P 500 Index during each month of the Contract Year. The annual index credit is floored at zero. The monthly cap is declared in advance, is guaranteed for one year, and may change annually.
- Point-to-Point Participation and Cap Interest Rate Benchmark Strategy additional Crediting Strategy based on the Interest Rate Benchmark (currently, the 3 Month BBA LIBOR). Changes in the Interest Rate Benchmark are calculated each year and the result is multiplied by the Interest Rate Benchmark Participation Multiplier (a factor which functions in a similar manner as a participation rate) up to a stated cap (the Interest Rate Benchmark Credit Cap), with a crediting floor of zero. The Interest Rate Benchmark Participation Multiplier and Interest Rate Benchmark Credit Cap are declared in advance, guaranteed for one year, and may change annually.

403(b) Annuity Endorsement RL-RA-3051:

Endorsement RL-RA-3051 is designed for use with contract form RL-IA-3050 above when it is purchased in connection with a qualified retirement plan under Section 403(b) of the Internal Revenue Code, as amended. Additionally, we would like to use the endorsement for future Department approved annuity contracts, if appropriate.

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IRA Endorsement RL-RA-3052 and Roth IRA Endorsement RL-RA-3053:

Endorsements RL-RA-3052 and RL-RA-3053 are designed for use with contract form RL-IA-3050 when the contract will be offered as an IRA and Roth IRA under the Internal Revenue Code Sections 408(b) and 408A. In addition, we would like to use the endorsements for future Department approved annuity contracts, if appropriate.

General Information:

Actuarial materials – An actuarial memorandum for the submitted forms is enclosed.

Statement of Variability – Information considered variable in the submitted forms is enclosed in brackets and is described in the enclosed Statement of Variability. We may change without refiling such variable material for new issues on a uniform and non-discriminatory basis only as described in the Statement of Variability.

The forms are submitted in final printed form, subject only to minor modification in paper stock, ink, typographical errors, and adaptation to computer printing. We reserve the right to make such changes without refiling as well as to modify the company address and officers' signatures to reflect current company operations. Any such changes, when made, will comply with applicable state requirements.

Domicile – The forms were filed in Minnesota, our state of domicile, and pending approval.

Flesch Score - As the language of each endorsement is generally required by the IRS to qualify the plan as a 403(b), IRA and Roth IRA, they are exempt from any state readability requirements.

We would like to begin issuing these forms as soon as possible; therefore your earliest review would be appreciated. Should you have questions or require additional information, please do not hesitate to contact me at the telephone numbers or email address provided below. Thank you for your assistance with this filing.

Sincerely,

Christine P. Runkle-DiFonzo
Contract Analyst
(800) 325-3792 ext. 4253977
(610) 425-3977 (direct)
christine.runkle-difonzo@us.ing.com

Company and Contact

Filing Contact Information

SERFF Tracking Number: *INGD-127352874* State: *Arkansas*
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Christine DiFonzo, Contract Analyst christine.runkle-difonzo@us.ing.com
 1475 Dunwoody Drive 800-325-3792 [Phone] 4253977
 [Ext]
 West Chester, PA 19380 610-426-3520 [FAX]

Filing Company Information

ReliaStar Life Insurance Company CoCode: 67105 State of Domicile: Minnesota
 20 Washington Avenue South Group Code: 229 Company Type:
 Minneapolis, MN 55401 Group Name: State ID Number:
 (860) 654-8065 ext. [Phone] FEIN Number: 41-0451140

Filing Fees

Fee Required? Yes
 Fee Amount: \$200.00
 Retaliatory? No
 Fee Explanation: \$50.00 x 4 forms = \$200.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
ReliaStar Life Insurance Company	\$200.00	01/05/2012	55056636

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/10/2012	01/10/2012

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	01/09/2012	01/09/2012	Christine Runkle-DiFonzo	01/09/2012	01/09/2012

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Additional Actuarial Certifications		No
Supporting Document	External-Indexed Contract Guidelines Certification		Yes
Form	Single Premium Deferred Annuity Contract		Yes
Form	403(b) Annuity Endorsement		Yes
Form	Individual Retirement Annuity Endorsement		Yes
Form	Roth Individual Retirement Annuity Endorsement		Yes

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Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	01/09/2012
Submitted Date	01/09/2012
Respond By Date	02/09/2012

Dear Christine DiFonzo,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment:

External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,
Linda Bird

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Response Letter

Response Letter Status Submitted to State
Response Letter Date 01/09/2012
Submitted Date 01/09/2012

Dear Linda Bird,

Comments:

Thank you for your letter dated 1/9/12. We offer the following for your consideration:

Response 1

Comments: As per our discussion today, although Section 8 Opinion Certification was attached to the filing on 1/5/12, the External-Indexed Guidelines Certification is to be attached as well. Attached under supporting documentation is the certification as requested.

Related Objection 1

Comment:

External Indexed contracts are subject to the External Indexed Guidelines. Please furnish certification that this filing is in compliance with these guidelines and certifications required by these guidelines.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: External-Indexed Contract Guidelines Certification

Comment: In response to objection letter dated 1/9/12, attached is the external-indexed contract guideline certification.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Your continued review and approval of this submission will be greatly appreciated. Should you have any questions regarding this matter, I can be reached at 610-425-3977 or via e-mail at christine.runkle-difonzo@us.ing.com. Thank you for your patience and working with us on this filing.

Sincerely,

Alicia Gemelli, Christine Runkle-DiFonzo, Karen Flieck

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Form Schedule

Lead Form Number: RL-IA-3050

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	RL-IA-3050	Policy/Contract	Single Premium Deferred Annuity Contract Certificate	Initial		51.200	RL-IA-3050.pdf
	RL-RA-3051	Policy/Contract	403(b) Annuity Endorsement Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		0.000	RL-RA-3051.pdf
	RL-RA-3052	Policy/Contract	Individual Retirement Annuity Endorsement Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		0.000	RL-RA-3052.pdf
	RL-RA-3053	Policy/Contract	Roth Individual Retirement Annuity Endorsement Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		0.000	RL-RA-3053.pdf

ReliaStar Life Insurance Company
[20 Washington Avenue South, Minneapolis, MN]

[Customer Service Center
P.O. Box 1337
909 Locust Street
Des Moines, Iowa 50305-1337
1-800-369-5303]

In this Contract, "you" or "your" refers to the Owner and "we", "our", or "us" refers to ReliaStar Life Insurance Company, a stock company.

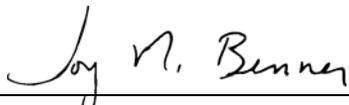
If this Contract is in force on the Maturity Date, we will pay the Proceeds according to the terms on this and the following pages. The Proceeds will provide a monthly income, or other settlement, in accordance with the Payment Plan selected.

READ YOUR CONTRACT CAREFULLY. This is a legal Contract between you and us.

30 DAY RIGHT TO EXAMINE AND RETURN THIS CONTRACT

Right to cancel. If you are not satisfied, you may cancel your Contract by returning it within 30 days after the date you receive it. Mail or deliver it to us at the address shown above or to your agent. (If you return the Contract by mail, it will be deemed returned on being postmarked, properly addressed, and postage prepaid.) This Contract will then be void from its start. Any portion of the Single Premium paid and not previously withdrawn, excluding any Bonus, will be refunded.

This Contract is signed by us as of its Contract Date.

[ _____ Secretary  _____ President]

This Contract contains equity indexed and Benchmark Strategies. The equity indexed and Benchmark Strategies are described in Section 6 of this Contract.

SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

Annuity benefit payable at Maturity Date.
Death benefit payable in event of the
Owner's death prior to Maturity Date.

CASH SURRENDER VALUES MAY INCREASE BASED ON THE INDEX AND INTEREST RATE BENCHMARK CALCULATION OF THE STRATEGY(IES) YOU HAVE SELECTED. DURING THE FIRST TEN CONTRACT YEARS, CASH SURRENDERS ARE SUBJECT TO A MARKET VALUE ADJUSTMENT, THE OPERATION OF WHICH MAY CAUSE SUCH PAYMENTS OR VALUES TO INCREASE OR DECREASE. THE INITIAL INTEREST RATE FOR THE FIXED RATE STRATEGY IS GUARANTEED FOR ONE YEAR ONLY. WHILE CONTRACT VALUES MAY BE AFFECTED BY AN EXTERNAL INDEX AND INTEREST RATE BENCHMARK, THE CONTRACT DOES NOT DIRECTLY PARTICIPATE IN ANY STOCK OR EQUITY INVESTMENTS.

NONPARTICIPATING

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CONTRACT DATA PAGE

ANNUITANT: [John Doe]
SEX: [Male]
AGE: [35]
OWNER: [John Doe]
CONTRACT NUMBER: [TST522812]
CONTRACT DATE: [01/01/2012]
MATURITY DATE: [01/01/2072]
SINGLE PREMIUM PAID: [\$10,000.00]
STATE PREMIUM TAX PAID: [\$0.00]
SINGLE PREMIUM LESS PREMIUM TAX: [\$10,000.00]
BONUS: [5%] of Single Premium

INITIAL CREDITING STRATEGY ELECTION

This table reflects the initial election of the Strategies for your Single Premium. The initial rates, caps, and spread shown are guaranteed for the first Contract Year and may change thereafter as described in the Strategies section of this Contract. The rates in the table are used to determine the Accumulation Value of each Strategy. They are not used to determine the Minimum Guaranteed Contract Value or the Minimum Guaranteed Strategy Values.

	Fixed Rate Strategy	Point-to-Point Participation Index Strategy	Point-to-Point Cap Index Strategy	Monthly Average Index Strategy	Monthly Cap Index Strategy	Point-to-Point Participation and Cap Interest Rate Benchmark Strategy
Percentage of Single Premium	[25%]	[15%]	[15%]	[15%]	[15%]	[15%]
Amount of Single Premium	[\$2,500]	[\$1,500]	[\$1,500]	[\$1,500]	[\$1,500]	[\$1,500]
Minimum Guaranteed Interest Rate	1.0%					
Initial Interest Rate	[3.0%]					
Initial Participation Rate		[60%]		[100%]		
Initial Index Cap			[7.0%]			
Initial Index Spread				[2.0%]		
Initial Monthly Cap					[3.0%]	
Initial Interest Rate Benchmark Participation Multiplier						[4.0]
Initial Interest Rate Benchmark Credit Cap						[10.0%]

CONTRACT DATA PAGE (cont.)

MINIMUM GUARANTEED CONTRACT VALUE

	Fixed Rate Strategy	Index Strategies	Benchmark Strategy(ies)
Initial Minimum Guaranteed Strategy Value Rate:	[3.00%]	[3.00%]	[3.00%]

The **Minimum Guaranteed Contract Value** equals the sum of the Minimum Guaranteed Strategy Value of each Strategy.

The **Minimum Guaranteed Strategy Value** of each Strategy equals:

- (a) 87.5% of the portion of the Single Premium elected to the Strategy, less Premium Taxes, if applicable; adjusted for
- (b) Any Re-elections or Surrenders of Accumulation Value; plus
- (c) Interest credited daily at the applicable Minimum Guaranteed Strategy Value Rate.

The initial Minimum Guaranteed Strategy Value Rates shown above are set on the Contract Date and will not change for the first ten Contract Years. On the tenth Contract Anniversary and on each Contract Anniversary thereafter, the **Minimum Guaranteed Strategy Value Rates** for all Strategies will be set equal to the average of the five-year Constant Maturity Treasury Rate for each day that it is reported by the Federal Reserve during the month of October in the calendar year preceding the calendar year of the Contract Anniversary, less 1.25%. The Minimum Guaranteed Strategy Value Rate for the Fixed Rate Strategy, the Index Strategies, and the Benchmark Strategy(ies) will be rounded to the nearest 0.05% and will not be greater than 3.0% or less than 1.0%.

Re-elections and Surrender Adjustments

A Re-election of Accumulation Value will result in a pro-rata Re-election of the Minimum Guaranteed Strategy Value in the same proportion as the Accumulation Value being re-elected bears to the total Accumulation Value in the Strategy from which the Re-election is made.

Surrender of Accumulation Value from any Strategy will result in a dollar for dollar reduction of the Minimum Guaranteed Strategy Value of that Strategy equal to the amount of Accumulation Value Surrendered (excluding the amount of any Market Value Adjustment and Surrender Charge and Bonus Recapture deducted, if any).

TABLE OF SURRENDER CHARGES

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

TABLE OF BONUS RECAPTURE PERCENTAGES

Contract Year	1	2	3	4	5	6	7	8	9	10	11 and later
Percentage	[100%]	[100%]	[80%]	[80%]	[60%]	[60%]	[40%]	[40%]	[20%]	[20%]	0%

INTEREST RATE BENCHMARK

[3 Month London Interbank Offered Rate (“BBA LIBOR”)^[1]]

[¹] The Interest Rate Benchmark used in the Point-to-Point Participation and Cap Interest Rate Benchmark Strategy is the 3 Month London Interbank Offered Rate (“BBA LIBOR”) denominated in U.S. Dollars, as set by the British Bankers’ Association.

In consideration for BBA LIBOR Limited (“BBALL”) coordinating and the BBA LIBOR Contributor Banks and Reuters (the “Suppliers”) supplying the data from which BBA LIBOR is compiled, the subscriber acknowledges and agrees that, to the fullest extent permitted by law, none of BBALL or the Suppliers:

- (1) accept any responsibility or liability for the frequency of provision and accuracy of the BBA LIBOR rate or any use made of the BBA LIBOR rate by the subscriber, whether or not arising from the negligence of any of BBALL or the Suppliers; or
- (2) shall be liable for any loss of business or profits nor any direct, indirect or consequential loss or damage resulting from any such irregularity, inaccuracy or use of the Information.]

1. GENERAL DEFINITIONS

Accumulation Value is defined in Section 5.1.

Annuitant means the person, designated by you and must be a natural person, on whose life the annuity payments for this Contract are based. You are the Annuitant if no Annuitant is named. The Annuitant may not be changed during the Annuitant's lifetime.

Benchmark Strategy(ies) means any Strategy which makes use of the Interest Rate Benchmark described in Section 6.6, or an approved alternative, in the determination of its values.

Beneficiary(ies) means the person(s) or entity(ies) you have chosen to receive the Contract's Proceeds if the Owner, as shown in our records, dies prior to the Maturity Date. If there are joint Owners, the surviving Owner will be deemed to be the Beneficiary. There may be different classes of Beneficiaries, such as primary and contingent. These classes set the order of payment. There may be more than one Beneficiary in a class. You may name any Beneficiary to be an irrevocable Beneficiary.

Bonus means an amount equal to a percentage of the Single Premium, as stated on the Contract Data Page, that we add to the Contract's Accumulation Value on the Contract Date. The Bonus is elected to the Strategies in the same ratio as you elect for the Single Premium.

Bonus Recapture means an amount recaptured upon death of the Owner in the first Contract Year or at the time of Surrender on the terms set forth in Section 5.5

Cash Surrender Value means the value available upon full Surrender of the Contract.

Contingent Annuitant means the person you have chosen to become the Annuitant if the named Annuitant dies prior to the Maturity Date.

Contract Date means the date on which the Contract is effective. **Contract Years, Contract Months** and **Contract Anniversaries** are measured from the Contract Date. The Contract Date is shown on the Contract Data Page.

Effective Date as it appears in any attachments, riders or endorsements to the Contract means the Contract Date.

Extended Medical Care means confinement in a Hospital or Nursing Home prescribed by a Qualifying Medical Professional.

Fixed Rate Strategy means the Strategy described in Section 6.1 of this Contract.

Hospital or Nursing Home means a hospital or a skilled care or intermediate care nursing facility, operating as such according to applicable law and at which medical treatment is available on a daily basis. This does not include a rest home or other facility whose primary purpose is to provide accommodations, board or personal care services to individuals who do not need medical or nursing care.

Index means the Standard & Poor's 500[®] Composite Stock Price Index ("S&P 500 Index"). It is used to determine the Index Credit. If the S&P 500 Index is discontinued or if the calculation of the Index is substantially changed, we will substitute an alternative Index, as approved by the Insurance Department of the state in which this Contract is issued, and notify you in writing.

Index Cap is defined in Section 6.3.

Index Credit is defined in Section 6.2, Section 6.3, Section 6.4, and Section 6.5 as applicable to the respective Strategies discussed in those Sections.

* "Standard & Poor's[®]", "S&P[®]", "S&P 500[®]", "Standard & Poor's 500", and "500" are trademarks of The McGraw-Hill Companies, Inc. and have been licensed for use by ReliaStar Life Insurance Company. The product is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the product.

Index Number means the published value of the Index. It excludes any dividends that may be paid by the firms that comprise the Index. The Index Number on the Contract Date will be the Index Number as of the close of business on the day before the Contract Date. The Index Number for the start of each Contract Year after the first will be the Index Number as of the close of business on the day before the Contract Anniversary. If the Index Number is not published on any day for which a calculation is made, the first preceding published Index Number will be used.

Index Spread is defined in Section 6.4.

Index Strategy(ies) means any Strategy which makes use of the Index as defined in this Section 1, or an approved alternative, in the determination of its values.

Interest Rate Benchmark is the nationally published rate, shown on the Contract Data Page, which is used to determine the Interest Rate Benchmark Credit for the Strategy defined in Section 6.6. If the Interest Rate Benchmark is discontinued or if the calculation of the rate is substantially changed, we will substitute an alternative rate, as approved by the Insurance Department of the state in which this Contract is issued, and notify you in writing.

Interest Rate Benchmark Credit is defined in Section 6.6.

Interest Rate Benchmark Credit Cap is defined in Section 6.6.

Interest Rate Benchmark Number means the published value of the Interest Rate Benchmark. The Interest Rate Benchmark Number on the Contract Date will be the Interest Rate Benchmark Number as of the close of business on the day before the Contract Date. The Interest Rate Benchmark Number for the start of each Contract Year after the first will be the Interest Rate Benchmark Number as of the close of business on the day before the Contract Anniversary. If the Interest Rate Benchmark Number is not published on any day for which a calculation is made, the first preceding published Interest Rate Benchmark Number will be used.

Interest Rate Benchmark Participation Multiplier is defined in Section 6.6.

Market Value Adjustment means the positive or negative adjustment to the amount Surrendered as described in Section 5.7.

Maturity Date means the date shown on the Contract Data Page. As long as this Contract is still in force on the Maturity Date, the amount of the Proceeds is used to determine the amount paid under the Payment Plan chosen. If the Owner is a natural person, the Maturity Date shall be the Contract Anniversary following the Owner's (oldest joint Owner if applicable) attainment of age 95. If any Owner is not a natural person, the Maturity Date shall be the Contract Anniversary following the Annuitant's attainment of age 95.

Minimum Guaranteed Contract Value is defined on the Contract Data Page.

Minimum Guaranteed Strategy Value is defined on the Contract Data Page.

Minimum Guaranteed Strategy Value Rates are defined on the Contract Data Page.

Monthly Anniversary is defined in Section 6.4 and Section 6.5.

Monthly Cap is defined in Section 6.5.

Nonparticipating means this Contract will not pay dividends. It will not participate in any of our surplus or earnings.

Owner means you, the person (persons if there is a joint Owner, or entity(ies) if the Owner is not an individual) who owns the Contract, as shown in our records. If any Owner is not an individual, the death of the Annuitant will be treated as the death of an Owner.

Participation Rate is defined in Section 6.2 and Section 6.4.

Payment Plan means one of the methods of payment for receiving the Proceeds or Cash Surrender Value.

Premium Tax means any tax or fee imposed or levied by any federal or state government, or political subdivision thereof, on the Single Premium.

Proceeds means the greater of the Minimum Guaranteed Contract Value or the Accumulation Value.

Qualifying Medical Professional means a legally licensed practitioner of the healing arts who: (1) is acting within the scope of his or her license; (2) is not a resident of your household or that of the Annuitant; and (3) is not related to you or the Annuitant by blood or marriage.

Re-election means the movement of Accumulation Value from one Strategy to another.

Single Premium means the single payment you make to us for this Contract.

Surrender means a partial or full withdrawal of Accumulation Value from the Contract.

Surrender Charge means a charge payable at the time of Surrender on the terms set forth in Section 5.2, Section 5.3 and Section 5.4.

Strategy(ies) means any of the crediting Strategies available under the Contract, as defined in Section 6, now or as amended.

Terminal Condition means an illness or injury that results in a life expectancy of twelve months or less, as measured from the date of diagnosis by a Qualifying Medical Professional.

2. PAYMENT OF PROCEEDS – On the Maturity Date, we will pay the Proceeds of the Contract as directed by you if the Annuitant is living, unless Section 2.3 applies. You must elect, at least 30 days prior to the Maturity Date, to have the Proceeds paid under one of the Payment Plans set out in Section 7. If no Payment Plan has been elected by the Maturity Date, Proceeds will be paid for the life of the Annuitant with a 10-year guaranteed period basis, or less if required by government regulations. If you have not directed to whom the Proceeds will be paid, the Proceeds will be paid to you.

2.1 Death of Annuitant (Who is not an Owner)

- (a) If the Annuitant who is not an Owner dies prior to the Maturity Date, the Contingent Annuitant, if any, becomes the Annuitant. You will be the Contingent Annuitant unless another Contingent Annuitant is named. If the Annuitant dies and no Contingent Annuitant has been named, we will allow you 60 days from the Annuitant's death to designate someone other than yourself as the Annuitant. If there are joint Owners, we will treat the youngest Owner as the Contingent Annuitant unless you direct otherwise. However, if any Owner is not an individual and the Annuitant dies prior to the Maturity Date, we will treat the death of the Annuitant as the death of an Owner as described in Section 2.3.
- (b) If the Annuitant who is not an Owner dies on or after the Maturity Date but before all Proceeds payable under the Contract have been distributed, we will continue payments under the Payment Plan in effect at the time of the Annuitant's death.

Before making any payments, we may require proof of the Annuitant's death in a form acceptable to us.

2.2 Surrender of Contract – Any time prior to the Maturity Date, you may ask in a form acceptable to us to receive all or a portion of the Contract's Cash Surrender Value as defined in Section 5.2. Upon full Surrender, the Contract will cease to have any further value. After the first Contract Year, upon full Surrender you may elect to receive the Cash Surrender Value through one of the Payment Plans as described in Section 7 of this Contract. We may require the Contract to be returned to us before the Cash Surrender Value is paid.

The minimum amount that may be Surrendered at any one time is the lesser of \$1,000 or the maximum partial Surrender not subject to Surrender Charges, Bonus Recapture or a Market Value Adjustment as stated in Section 5.2. A partial Surrender may not reduce the Cash Surrender Value below \$1,000. Partial Surrenders will be taken from the Strategies on a pro rata basis. Surrenders do not participate in any Index Credits or Interest Rate Benchmark Credits in the Index Strategies or Benchmark Strategies, as applicable, for the Contract Year in which they are taken.

2.3 Death of Contract Owner

- (a) If any Owner of the Contract dies before the Maturity Date, the following applies:
 - (1) If the sole Beneficiary is the deceased Owner's spouse (as defined by federal law), the Contract may continue with the surviving spouse as the new Owner and, if the deceased Owner was also the Annuitant, the deceased Owner's spouse will become the Annuitant. However, if this Contract has been continued as provided in this provision, upon death of the new Owner (the surviving spouse), the entire Proceeds must be distributed as stated in (2) below. If the deceased Owner's spouse does not choose to continue the Contract, the Proceeds will be distributed as stated in (2) below.
 - (2) If the Beneficiary is someone other than the deceased Owner's spouse, the entire Proceeds, less the Bonus and any interest from the Fixed Rate Strategy associated with the Bonus, if the Owner dies during the first Contract Year, must be distributed to the Beneficiary: (a) within 5 years of the deceased Owner's death; or (b) over the life of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary, with payments beginning within one year of the deceased Owner's death. If this Beneficiary dies while receiving payments but before such Proceeds have been distributed, any remaining distributions will be paid as directed by you or to the Beneficiary's estate, as applicable.

- (b) If any Owner dies on or after the Maturity Date, but before all Proceeds payable under the Contract have been distributed, we will continue payments under the Payment Plan in effect at the time of the deceased Owner's death.

If anything in the Contract conflicts with the foregoing Death of Contract Owner provisions, those provisions shall control. The foregoing Death of Contract Owner provisions and the Contract shall, in all events, be construed in a manner consistent with Section 72(s) of the Internal Revenue Code of 1986, as amended.

2.4 Exemption of Proceeds – All payments of Proceeds under the Contract will be made from our Customer Service Center. To the extent allowed by law, the payment of the Proceeds will be free from creditors' claims or legal process.

3. PREMIUM – The Single Premium for this Contract is payable no later than the Contract Date. There is no Contract until the Single Premium is paid. The amount of the Single Premium is shown on the Contract Data Page. If any check presented as payment of any part of the Single Premium is not honored, the Contract will be void.

3.1 Electing Strategies – You elect the Strategies for your Single Premium from among those described in the Contract and offered by us. At any time during the 30-day period following a Contract Anniversary, you may re-elect all or a portion of the Accumulation Value in any Strategy to any other Strategy. No Market Value Adjustment, Surrender Charge or Bonus Recapture will apply. Such Re-elections are effective on the Contract Anniversary immediately preceding the Re-election and interest, Index Credits and Interest Rate Benchmark Credits, as applicable, will be applied as though the Re-election was in effect on such Contract Anniversary. Re-election requests must be in a form acceptable to us.

We may cease to accept Re-elections to any specific Strategy(ies) at any time. Any new Re-election is subject to the terms and conditions in existence for any Strategy(ies) available at that time.

4. OWNERSHIP, ASSIGNMENT, AND BENEFICIARY PROVISIONS

4.1 Ownership – As the Owner, you may exercise the rights given by the Contract. You may change the Owner at any time prior to the Maturity Date, provided, however, the new Owner's age may not be greater than the older of age 75 or the age of the current Owner. To change ownership, you must notify our Customer Service Center in a form acceptable to us. The change will go into effect when recorded by us, subject to any payments we make or actions we take before we record the change. We are not responsible for any tax consequences resulting from a change of ownership.

4.2 Assigning Your Contract – You may assign your rights under the Contract to someone else. Such an assignment is not a change of ownership. Consent of any irrevocable Beneficiary(ies) is required before any such assignment is effective.

To assign your Contract, you must notify our Customer Service Center in a form acceptable to us. The change will go into effect when we receive the assignment, or a copy, and it is recorded by us, subject to any payments we make or actions we take before we record the change. We are not responsible for the validity or effect of any assignment, including any tax consequences.

4.3 Beneficiary – The rights of the Beneficiary(ies) will be subject to any assignment of the Contract which is recorded by us.

Unless you state otherwise, all rights of any Beneficiary, including an irrevocable Beneficiary, will end if he or she dies before the Owner. If any Beneficiary dies before the Owner, that Beneficiary's rights under this Contract will pass to any other Beneficiaries according to their respective rights under this Contract. If all Beneficiaries die before the Owner, upon the Owner's death we will pay the Proceeds to the Owner's estate or legal successors.

You may change the Beneficiary(ies) at any time prior to the Maturity Date. A change cancels all prior Beneficiaries in the same specified class unless you elect otherwise. However, the rights of any irrevocable Beneficiary(ies) may not be changed without his or her consent.

To make a Beneficiary change, you must notify our Customer Service Center in a form acceptable to us. The change will go into effect when recorded by us, subject to any payments we make or actions we take before we record the change.

4.4 Simultaneous Death of Beneficiary and Owner – Proceeds will be paid as though any Beneficiary died before the Owner if the Beneficiary dies:

- (a) at the same time as the Owner; or
- (b) within 24 hours of the Owner's death.

5. GUARANTEED CONTRACT VALUES

5.1 Accumulation Value – On the Contract Date, the Contract's Accumulation Value equals the Single Premium paid plus any Bonus, less any Premium Tax, if applicable. At any time after the Contract Date, the Contract's Accumulation Value equals the sum of the Accumulation Value of the Strategy(ies) chosen. The Accumulation Value for each Strategy is calculated separately as set forth in Section 6 of this Contract.

5.2 Cash Surrender Value - The Cash Surrender Value of this Contract equals the greater of:

- The Minimum Guaranteed Contract Value; or
- The Accumulation Value, adjusted for any Market Value Adjustment applicable, less any applicable Surrender Charge and Bonus Recapture.

During the first Contract Year, partial Surrenders of interest credited to the Fixed Rate Strategy are not subject to a Surrender Charge, Bonus Recapture or Market Value Adjustment. In any Contract Year after the first, if partial Surrenders do not exceed 10% of the Contract's Accumulation Value, as determined on the date of the first partial Surrender during that Contract Year, the amount Surrendered is not subject to a Surrender Charge, Bonus Recapture or Market Value Adjustment. If partial Surrenders in any Contract Year exceed these amounts, any excess will be an Excess Partial Surrender and applicable Surrender Charges, Bonus Recaptures, and Market Value Adjustments will apply to any such Excess Partial Surrender. In the event of a full Surrender, applicable Surrender Charges, Bonus Recaptures and Market Value Adjustments will apply to the total amount Surrendered during that Contract Year, including prior partial Surrenders not defined as Excess Partial Surrenders.

5.3 Surrender Charges – In the event of a Surrender, the amount of the Surrender Charge will be calculated by:

$A \times B$

Where:

A = Surrender subject to the Surrender Charge (C x D)

B = applicable Surrender Charge percentage as shown in the Table of Surrender Charges on the Contract Data Page.

The amount of the Surrender subject to the Surrender Charge will be calculated by:

$C \times D$

Where:

C = the amount Surrendered adjusted for any Market Value Adjustment

D = Single Premium / (Single Premium + Bonus)

No Surrender Charges will apply upon payment of the Proceeds due to death of the Owner. A Table of Surrender Charges is shown on the Contract Data Page.

5.4 Waiver of Surrender Charges due to Extended Medical Care or Terminal Condition – We will waive any Surrender Charges otherwise applicable if you Surrender, in full or part, because you are receiving Extended Medical Care or if you are diagnosed with a Terminal Condition. However, Bonus Recapture and Market Value Adjustment will apply as defined in Section 5.5 and Section 5.7 if you request waiver of Surrender Charges due to extended Medical Care or a Terminal Condition.

To qualify for this waiver as a result of Extended Medical Care:

- (1) You (or any Annuitant, if the Owner is not a natural person) must first begin receiving Extended Medical Care on or after the first Contract Anniversary and receive such Extended Medical Care for at least forty-five days during any continuous sixty day period; and
- (2) Your request for a Surrender, together with satisfactory proof of such Extended Medical Care, must be provided by Notice to Us during the term of such Extended Medical Care or within ninety days after the last day that you received such Extended Medical Care. Such proof must be in writing and, where applicable, attested to by a Qualifying Medical Professional.

To qualify for a waiver as a result of a Terminal Condition:

- (1) You (or any Annuitant, if the Owner is not a natural person) must first be diagnosed by a Qualifying Medical Professional as having a Terminal Condition on or after the first Contract Anniversary; and
- (2) Your request for a Surrender, together with satisfactory proof of such Terminal Condition, must be provided in a Notice to Us. Such proof must be in writing and, where applicable, attested to by a Qualifying Medical Professional.

We may, at any time and at our expense, require a secondary medical opinion by a Qualifying Medical Professional of our choosing in connection with (i) the prescription of Extended Medical Care or (ii) the diagnosis of a Terminal Condition.

5.5 Bonus Recapture

(a) In the event of a Surrender, the amount of the Bonus Recapture will be calculated by:

$$A \times B$$

Where:

A = Surrender subject to the Bonus Recapture (C x D)

B = applicable Bonus Recapture percentage as shown in the Table of Bonus Recapture Percentages on the Contract Data Page.

The amount of the Surrender subject to the Bonus Recapture will be calculated by:

$$C \times D$$

Where:

C = the amount Surrendered, adjusted for any applicable Market Value Adjustment

D = Bonus / (Single Premium + Bonus)

(b) In the event of death of the Owner in the first Contract Year, the amount of the Bonus Recapture will equal the Bonus plus any interest credited from the Fixed Rate Strategy for the Bonus.

A Table of Bonus Recapture Percentages is shown on the Contract Data Page.

5.6 Minimum Guaranteed Contract Value – The Minimum Guaranteed Contract Value is defined on the Contract Data Page.

5.7 Market Value Adjustment

During the first ten Contract Years, we apply a Market Value Adjustment to amounts Surrendered as described in Section 5.2. The Market Value Adjustment is expressed as $[(1+i)^n / (1+ii)^n - 1]$, where:

- (i) is an external rate, determined on the Contract Date and based on the Treasury Constant Maturity Series published by the Federal Reserve for a security with time to maturity equal to ten years;
- (ii) is an external rate, determined on the date of Surrender and based on the Treasury Constant Maturity Series published by the Federal Reserve for a security with time to maturity equal to ten years; and
- (n) is the number of complete months from the date of Surrender to the end of the tenth Contract Year divided by twelve.

No Market Value Adjustment will apply after the tenth Contract Year or in the payment of the Proceeds upon death of the Owner.

The amount of the Market Value Adjustment, either positive or negative, is limited to the amount of any interest, Index Credits, and Interest Rate Benchmark Credits in excess of 1.5% per year compounded annually, credited to the Contract's Accumulation Value at the time the Market Value Adjustment applies.

5.8 Payment Deferral – We may, at any time, defer payment of the full Cash Surrender Value or any partial Surrender for up to six months after we receive a request for it, contingent upon written approval by the insurance supervisory official in the jurisdiction in which this Contract is issued.

5.9 Basis of Computation – The reserves and guaranteed values will at no time be less than the minimum required by the laws of the state in which this Contract is issued.

6. **STRATEGIES** – You select the Strategy(ies) to which any portion of the Single Premium and Re-elections are elected, subject to the terms of this Contract. We reserve the right to add Strategies as approved by the Insurance Department of the state in which the Contract is issued. We may cease to offer a specific Strategy or cease to accept Re-elections to a specific Strategy at any time. Any new Re-elections accepted are subject to the terms and conditions in existence for any Strategy(ies) available at that time, including the then existing rates, caps, spreads, and credits, which may differ from the rates, caps, spreads, and credits applicable to previous elections or Re-elections.

6.1 Fixed Rate Strategy

Strategy Accumulation Value

1. On the Contract Date, the Accumulation Value of this Strategy equals the portion of the Single Premium and Bonus elected to this Strategy, if any, less any Premium Tax, if applicable.
2. At any time during a Contract Year, the Accumulation Value of this Strategy equals:
 - (i) The Accumulation Value of this Strategy on the last Contract Anniversary; less
 - (ii) Any Re-elections out of this Strategy on the last Contract Anniversary; plus
 - (iii) Any Re-elections into this Strategy on the last Contract Anniversary; less
 - (iv) Adjustments for any partial Surrenders during the Contract Year; plus
 - (v) Interest credited.

For the purpose of this calculation, during the first Contract Year, the Contract Date shall be deemed to be “the last Contract Anniversary”.

3. On each Contract Anniversary, the Accumulation Value of this Strategy equals:
 - (i) The Accumulation Value of this Strategy on the last Contract Anniversary; less
 - (ii) Any Re-elections out of this Strategy on the last Contract Anniversary; plus
 - (iii) Any Re-elections into this Strategy on the last Contract Anniversary; less
 - (iv) Adjustments for any partial Surrenders during the Contract Year; plus
 - (v) Interest credited.

For the purpose of this calculation, on the first Contract Anniversary, the Contract Date shall be deemed to be “the last Contract Anniversary”.

The portion of the Single Premium, Bonus or Re-elections elected to this Strategy will be credited an interest rate declared in advance by us. This interest rate will be at least equal to the Fixed Rate Strategy minimum guaranteed interest rate shown on the Contract Data Page. The rate of interest credited will not be changed more often than once during any twelve month period. The initial interest rate is also shown on the Contract Data Page.

In case of full or partial Surrender, interest will be credited on the portion of this Strategy's Accumulation Value Surrendered up to the date the transaction is effected. The Accumulation Value of this Strategy at any date within a Contract Year will be determined by us with allowance for the time elapsed in the Contract Year. No interest will be credited on any Premium Tax deducted.

6.2 Point-to-Point Participation Index Strategy

The following definitions apply to the Point-to-Point Participation Index Strategy:

Participation Rate means the percentage of the Index Change of this Strategy described below used in calculating the Index Credit at the end of each Contract Year. It is declared annually in advance and is guaranteed for one year. The initial Participation Rate is shown on the Contract Data Page.

Index Credit is the amount credited to the portion of the Single Premium, Bonus or Re-elections elected to this Strategy and is based on the performance of the applicable Index as measured over the Contract Year.

The Index Credit equals the applicable Participation Rate multiplied by any Index Change as described below.

The Index Credit will never be less than zero.

Index Change is calculated as (i)/(ii)-1, where

- (i) is the Index Number as of the end of the Contract Year; and
- (ii) is the Index Number as of the start of the Contract Year.

Strategy Accumulation Value

1. On the Contract Date, the Accumulation Value of this Strategy equals the portion of the Single Premium and Bonus elected to this Strategy, if any, less any Premium Tax, if applicable.
2. At any time during a Contract Year, the Accumulation Value of this Strategy equals:
 - (i) The Accumulation Value of this Strategy on the last Contract Anniversary; less
 - (ii) Any Re-elections out of this Strategy on the last Contract Anniversary; plus
 - (iii) Any Re-elections into this Strategy on the last Contract Anniversary; less
 - (iv) Adjustments for any partial Surrenders during the Contract Year.

For the purpose of this calculation, during the first Contract Year, the Contract Date shall be deemed to be “the last Contract Anniversary”.

3. On each Contract Anniversary, the Accumulation Value of this Strategy equals:
 - (i) The Accumulation Value of this Strategy on the last Contract Anniversary; less
 - (ii) Any Re-elections out of this Strategy on the last Contract Anniversary; plus
 - (iii) Any Re-elections into this Strategy on the last Contract Anniversary; less
 - (iv) Adjustments for any partial Surrenders during the Contract Year.
 - (v) The result multiplied by (1 + the applicable Index Credit).

For the purpose of this calculation, on the first Contract Anniversary, the Contract Date shall be deemed to be “the last Contract Anniversary”.

6.3 Point-to-Point Cap Index Strategy

The following definitions apply to the Point-to-Point Cap Index Strategy:

Index Cap means the maximum Index Credit that may be applied at the end of each Contract Year. It is declared annually in advance and is guaranteed for one year. The initial Index Cap is shown on the Contract Data Page.

Index Credit is the amount credited to the portion of the Single Premium, Bonus or Re-elections elected to this Strategy and is based on the performance of the applicable Index as measured over the Contract Year.

The Index Credit equals the lesser of the Index Cap or the Index Change as described below.

The Index Credit will never be less than zero.

Index Change is calculated as (i)/(ii)-1, where

- (i) is the Index Number as of the end of the Contract Year; and
- (ii) is the Index Number as of the start of the Contract Year.

Strategy Accumulation Value

1. On the Contract Date, the Accumulation Value of this Strategy equals the portion of the Single Premium and Bonus elected to this Strategy, if any, less any Premium Tax, if applicable.
2. At any time during a Contract Year, the Accumulation Value of this Strategy equals:
 - (i) The Accumulation Value of this Strategy on the last Contract Anniversary; less
 - (ii) Any Re-elections out of this Strategy on the last Contract Anniversary; plus
 - (iii) Any Re-elections into this Strategy on the last Contract Anniversary; less
 - (iv) Adjustments for any partial Surrenders during the Contract Year.

For the purpose of this calculation, during the first Contract Year, the Contract Date shall be deemed to be “the last Contract Anniversary”.

3. On each Contract Anniversary, the Accumulation Value of this Strategy equals:
 - (i) The Accumulation Value of this Strategy on the last Contract Anniversary; less
 - (ii) Any Re-elections out of this Strategy on the last Contract Anniversary; plus
 - (iii) Any Re-elections into this Strategy on the last Contract Anniversary; less
 - (iv) Adjustments for any partial Surrenders during the Contract Year.
 - (v) The result multiplied by $(1 + \text{the applicable Index Credit})$.

For the purpose of this calculation, on the first Contract Anniversary, the Contract Date shall be deemed to be "the last Contract Anniversary".

6.4 Monthly Average Index Strategy

The following definitions apply to the Monthly Average Index Strategy:

Monthly Anniversary means the same day of each month as the Contract Date. If the same day does not exist in a month, such as the 31st, we use the preceding day.

Index Average means the average of the Index Numbers on each of the twelve Monthly Anniversaries during each Contract Year. If the Index Number is not available on any Monthly Anniversary, we will use the Index Number on the first preceding day for which the Index Number is available.

Participation Rate means the percentage of the Index Change of this Strategy described below used in calculating the Index Credit at the end of each Contract Year. It is declared annually in advance and is guaranteed for one year. The initial Participation Rate is shown on the Contract Data Page.

Index Spread means the amount subtracted from the result of Index Change multiplied by the Participation Rate, in the calculation of the Index Credit at the end of each Contract Year. It is declared annually in advance and is guaranteed for one year. The initial Index Spread is shown on the Contract Data Page.

Index Credit is the amount credited to the portion of the Single Premium, Bonus or Re-elections elected to this Strategy and is based on the performance of the applicable Index as measured over the Contract Year.

The Index Credit equals $(i) \times (ii) - (iii)$, where

- (i) is the Index Change as described below; and
- (ii) is the Participation Rate; and
- (iii) is the Index Spread.

The Index Credit will never be less than zero.

Index Change is calculated as $(i)/(ii)-1$, where

- (i) is the Index Average; and
- (ii) is the Index Number as of the start of the Contract Year.

Strategy Accumulation Value

1. On the Contract Date, the Accumulation Value of this Strategy equals the portion of the Single Premium and Bonus elected to this Strategy, if any, less any Premium Tax, if applicable.
2. At any time during a Contract Year, the Accumulation Value of this Strategy equals:
 - (i) The Accumulation Value of this Strategy on the last Contract Anniversary; less
 - (ii) Any Re-elections out of this Strategy on the last Contract Anniversary; plus
 - (iii) Any Re-elections into this Strategy on the last Contract Anniversary; less
 - (iv) Adjustments for any partial Surrenders during the Contract Year.

For the purpose of this calculation, during the first Contract Year, the Contract Date shall be deemed to be "the last Contract Anniversary".

3. On each Contract Anniversary, the Accumulation Value of this Strategy equals:
 - (i) The Accumulation Value of this Strategy on the last Contract Anniversary; less
 - (ii) Any Re-elections out of this Strategy on the last Contract Anniversary; plus
 - (iii) Any Re-elections into this Strategy on the last Contract Anniversary; less
 - (iv) Adjustments for any partial Surrenders during the Contract Year.
 - (v) The result multiplied by $(1 + \text{the applicable Index Credit})$.

For the purpose of this calculation, on the first Contract Anniversary, the Contract Date shall be deemed to be “the last Contract Anniversary”.

6.5 Monthly Cap Index Strategy

The following definitions apply to the Monthly Cap Index Strategy:

Monthly Anniversary means the same day of each month as the Contract Date. If the same day does not exist in a month, such as the 31st, we use the preceding day.

Monthly Cap is the maximum Monthly Index Change that may be applied in calculating the Index Credit at the end of each Contract Year. It is declared annually in advance and is guaranteed for one year. The initial Monthly Cap is shown on the Contract Data Page.

Monthly Index Change is the lesser of the Monthly Cap or the result of $(i)/(ii) - 1$, where

- (i) is the Index Number on each Monthly Anniversary;
- (ii) is the Index Number on the prior Monthly Anniversary.

Index Credit is the amount credited to the portion of the Single Premium, Bonus or Re-elections elected to this Strategy and is based on the performance of the applicable Index as measured over the Contract Year.

The Index Credit equals the sum of the twelve Monthly Index Changes during the Contract Year.

The Index Credit will never be less than zero.

Strategy Accumulation Value

1. On the Contract Date, the Accumulation Value of this Strategy equals the portion of the Single Premium and Bonus elected to this Strategy, if any, less any Premium Tax, if applicable.
2. At any time during a Contract Year, the Accumulation Value of this Strategy equals:
 - (i) The Accumulation Value of this Strategy on the last Contract Anniversary; less
 - (ii) Any Re-elections out of this Strategy on the last Contract Anniversary; plus
 - (iii) Any Re-elections into this Strategy on the last Contract Anniversary; less
 - (iv) Adjustments for any partial Surrenders during the Contract Year.

For the purpose of this calculation, during the first Contract Year, the Contract Date shall be deemed to be “the last Contract Anniversary”.

3. On each Contract Anniversary, the Accumulation Value of this Strategy equals:
 - (i) The Accumulation Value of this Strategy on the last Contract Anniversary; less
 - (ii) Any Re-elections out of this Strategy on the last Contract Anniversary; plus
 - (iii) Any Re-elections into this Strategy on the last Contract Anniversary; less
 - (iv) Adjustments for any partial Surrenders during the Contract Year.
 - (v) The result multiplied by $(1 + \text{the applicable Index Credit})$.

For the purpose of this calculation, on the first Contract Anniversary, the Contract Date shall be deemed to be “the last Contract Anniversary”.

6.6 Point-to-Point Participation and Cap Interest Rate Benchmark Strategy

The following definitions apply to the Point-to-Point Participation and Cap Interest Rate Benchmark Strategy:

Interest Rate Benchmark Participation Multiplier means the factor applied to the Interest Rate Benchmark Change of this Strategy described below used in calculating the Interest Rate Benchmark Credit at the end of each Contract Year. It is declared annually in advance and is guaranteed for one year. The initial Interest Rate Benchmark Participation Multiplier is shown on the Contract Data Page.

Interest Rate Benchmark Credit Cap means the maximum Interest Rate Benchmark Credit that may be applied at the end of each Contract Year. It is declared annually in advance and is guaranteed for one year. The initial Interest Rate Benchmark Credit Cap is shown on the Contract Data Page.

Interest Rate Benchmark Credit is the amount credited to the portion of the Single Premium, Bonus or Re-elections elected to this Strategy and is based on the movement of the Interest Rate Benchmark as measured over the Contract Year.

The Interest Rate Benchmark Credit equals the applicable Interest Rate Benchmark Participation Multiplier multiplied by any Interest Rate Benchmark Change as described below.

The Interest Rate Benchmark Credit will never be greater than the Interest Rate Benchmark Credit Cap and will never be less than zero.

Interest Rate Benchmark Change is calculated as (i) minus (ii), where

- (i) is the Interest Rate Benchmark Number as of the end of the Contract Year; and
- (ii) is the Interest Rate Benchmark Number as of the start of the Contract Year.

Strategy Accumulation Value

1. On the Contract Date, the Accumulation Value of this Strategy equals the portion of the Single Premium and Bonus elected to this Strategy, if any, less any Premium Tax, if applicable.
2. At any time during a Contract Year, the Accumulation Value of this Strategy equals:
 - (i) The Accumulation Value of this Strategy on the last Contract Anniversary; less
 - (ii) Any Re-elections out of this Strategy on the last Contract Anniversary; plus
 - (iii) Any Re-elections into this Strategy on the last Contract Anniversary; less
 - (iv) Adjustments for any partial Surrenders during the Contract Year.For the purpose of this calculation, during the first Contract Year, the Contract Date shall be deemed to be "the last Contract Anniversary".
3. On each Contract Anniversary, the Accumulation Value of this Strategy equals:
 - (i) The Accumulation Value of this Strategy on the last Contract Anniversary; less
 - (ii) Any Re-elections out of this Strategy on the last Contract Anniversary; plus
 - (iii) Any Re-elections into this Strategy on the last Contract Anniversary; less
 - (iv) Adjustments for any partial Surrenders during the Contract Year.
 - (v) The result multiplied by $(1 + \text{the applicable Interest Rate Benchmark Credit})$.

For the purpose of this calculation, on the first Contract Anniversary, the Contract Date shall be deemed to be "the last Contract Anniversary".

7. PAYMENT PLANS – If the Annuitant is living on the Maturity Date, payment of the Contract's Proceeds must commence as directed by you. You may elect to have the Proceeds paid under any of the Payment Plans described below. In addition, you may elect another method of payment subject to our consent. The method of payment may be changed at any time prior to the Maturity Date, provided the Annuitant is alive. If a Payment Plan is not elected, payments will commence automatically as described in Section 2. The first payment will be paid at the end of the first period marking the frequency of payments. Payment amounts will be determined by applying the greater of the Contract's Accumulation Value or the Minimum Guaranteed Contract Value on the Maturity Date, less any Premium Tax if applicable, to the Payment Plan elected.

Upon receipt of your request at our Customer Service Center, we will send you the proper forms to choose a Payment Plan. The chosen Payment Plan will go into effect when the forms are recorded at our Customer Service Center.

Election of any Payment Plan is subject to the following terms and conditions.

- a. The payments under any periodic Payment Plan must be \$100 or more.
- b. Our consent is necessary if the person named to receive the payments is other than a natural person (such as a trust or corporation) in order to comply with applicable tax laws.
- c. If, for any reason, the person named to receive payments is changed, the change will take effect at the time notification is recorded at our Customer Service Center, subject to any payments made or actions taken prior to the date we record the change.
- d. The minimum amounts payable for each of the Payment Plans described below are based on an interest rate of 1.0% annually. We may pay a higher interest rate at our discretion. Payments for Plan B are based on the Annuity 2000 Mortality Table. The minimum payments for Plans A and B assume annual payments with the first payment made one year after the Proceeds are applied to the Payment Plan.

Subject to the provisions set forth above and in Section 2, a Payment Plan may also be elected for the distribution of amounts payable upon 1) death, or 2) full Surrender after the first Contract Year.

7.1 Plan A. Fixed Period – Proceeds or the Cash Surrender Value, as applicable, are paid for a fixed period. Payments may be paid monthly or annually. The payment period cannot be more than 30 years nor less than 10 years. The table below shows the minimum annual payment for each \$1,000 of Proceeds or Cash Surrender Value, as applicable, applied with payments starting one year after the Proceeds or Cash Surrender Value, as applicable, have been applied to this Payment Plan.

Minimum Amount of Each Installment Per \$1,000 of Proceeds or Cash Surrender Value for Plan A

Years Payable	Annual Installment	Years Payable	Annual Installment	Years Payable	Annual Installment
10	105.58	17	64.26	24	47.07
11	96.45	18	60.96	25	45.41
12	88.85	19	58.05	26	43.87
13	82.41	20	55.42	27	42.45
14	76.90	21	53.03	28	41.12
15	72.12	22	50.86	29	39.90
16	67.94	23	48.89	30	38.75

7.2 Plan B. Life Income – Proceeds or the Cash Surrender Value, as applicable, will be paid in monthly or annual payments for as long as the Annuitant or Beneficiary, whichever is appropriate as stated under Section 2, lives. We have the right to require proof satisfactory to us of the age and sex of such person and that he or she is alive prior to making any payment. A minimum number of payments may be guaranteed, if desired.

The following table shows the minimum annual payment for each \$1,000 of Proceeds or Cash Surrender Value, as applicable, applied with payments starting one year after the Proceeds or Cash Surrender Value, as applicable, have been applied to this Payment Plan. It is based on the age of the Annuitant or Beneficiary, as applicable.

Minimum Amount of Each Installment Per \$1,000 of Proceeds or Cash Surrender Value for Plan B

Male Annual Installment Guaranteed Period				Female Annual Installment Guaranteed Period			
Age of Payee	Life	10 Yrs.	20 Yrs.	Age of Payee	Life	10 Yrs.	20 Yrs.
45	32.70	32.56	32.04	45	30.27	30.21	29.96
46	33.39	33.24	32.65	46	30.87	30.80	30.51
47	34.12	33.95	33.29	47	31.49	31.41	31.09
48	34.89	34.68	33.94	48	32.15	32.06	31.68
49	35.69	35.46	34.62	49	32.83	32.73	32.30
50	36.52	36.26	35.31	50	33.55	33.43	32.95
51	37.40	37.11	36.03	51	34.31	34.17	33.61
52	38.33	37.99	36.77	52	35.10	34.94	34.31
53	39.30	38.92	37.53	53	35.93	35.75	35.03
54	40.32	39.89	38.32	54	36.81	36.60	35.77
55	41.40	40.91	39.12	55	37.74	37.50	36.55
56	42.54	41.99	39.93	56	38.71	38.44	37.34
57	43.74	43.12	40.77	57	39.75	39.43	38.17
58	45.03	44.31	41.61	58	40.84	40.48	39.02
59	46.39	45.56	42.47	59	42.00	41.58	39.89
60	47.84	46.88	43.33	60	43.23	42.74	40.78
61	49.38	48.27	44.20	61	44.53	43.96	41.70
62	51.03	49.73	45.07	62	45.92	45.25	42.62
63	52.79	51.26	45.92	63	47.40	46.62	43.56
64	54.68	52.87	46.77	64	48.97	48.06	44.50
65	56.69	54.55	47.59	65	50.66	49.58	45.45
66	58.84	56.31	48.39	66	52.46	51.19	46.38
67	61.14	58.14	49.16	67	54.39	52.89	47.30
68	63.59	60.03	49.89	68	56.46	54.68	48.19
69	66.22	62.00	50.57	69	58.69	56.57	49.04
70	69.02	64.03	51.21	70	61.10	58.55	49.86
71	72.01	66.12	51.81	71	63.70	60.64	50.62
72	75.21	68.25	52.35	72	66.52	62.82	51.33
73	78.64	70.43	52.83	73	69.57	65.09	51.97
74	82.31	72.65	53.27	74	72.87	67.44	52.55
75	86.26	74.89	53.65	75	76.46	69.87	53.06
76	90.50	77.13	53.98	76	80.34	72.36	53.50
77	95.05	79.37	54.27	77	84.57	74.88	53.88
78	99.96	81.59	54.51	78	89.16	77.43	54.21
79	105.23	83.77	54.72	79	94.16	79.97	54.48
80	110.91	85.89	54.88	80	99.61	82.47	54.70

Factors for ages not shown will be supplied upon request.

8. GENERAL TERMS

8.1 The Contract – This is a legal Contract between you and us. This Contract, which consists of this document and any attached applications, amendments, endorsements or riders, contains the entire agreement between you and us. It is issued in consideration of the Single Premium paid. Only our President, a Vice President or Secretary is authorized to change, modify or waive the provisions of the Contract. Any such change, modification or waiver must be in writing.

The provisions of the Contract shall, in all events, be construed to comply with the requirements of Section 72(s) of the Internal Revenue Code of 1986, as amended.

8.2 Incontestability – This Contract shall be incontestable from the Contract Date.

8.3 Valid Release for Payment – If Proceeds are payable to a person not legally competent to give a valid release as determined by a Court of competent jurisdiction, we may pay Proceeds in monthly installments, not to exceed \$100, to the person or persons who have, as determined by the Court, assumed custody and principal support of the person. Any payment made under this clause will be made in good faith. It will satisfy our responsibility under this Contract to the extent of any payments made.

8.4 Annual Statement of Values – At least once each year we will send you a statement which shows the following values as of the statement date:

- (a) the amount of Single Premium paid;
- (b) the amount and dates of any partial Surrenders;
- (c) the Accumulation Value; and
- (d) the Cash Surrender Value.

8.5 Mistake of Age or Sex – If the Annuitant's age or sex has been misstated, we will adjust the payment of Proceeds based on the correct age and sex. Any underpayment made by us will be made up immediately. Any overpayment made by us will be deducted from the succeeding payments as necessary. By age, we mean the Annuitant's age as of his or her last birthday on the Contract Date.

8.6 Insurable Interest – We require the Owner of the Contract to have an insurable interest in the Annuitant. If there are joint Owners, each Owner must have an insurable interest in the life of the Annuitant. An insurable interest does not exist if the Owner's sole economic interest in the Annuitant arises as a result of the Annuitant's death.

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SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

**Annuity benefit payable at Maturity Date.
Death benefit payable in event of the
Owner's death prior to Maturity Date.**

NONPARTICIPATING

**RELIASTAR
LIFE INSURANCE COMPANY**

[P.O. Box 1337, 909 Locust Street, Des Moines, Iowa 50305-1337]

403(b) Annuity Endorsement

RELIASTAR (the Company) is a stock company domiciled in Minnesota

The Contract to which this Endorsement is attached is hereby modified by the provisions of this Endorsement. The Endorsement provisions shall control if there is a conflict between the Endorsement and the Contract, including any other endorsements or riders issued with the Contract. Any capitalized terms not defined in this Endorsement shall have the meaning given to them in the Contract. This Endorsement is effective as of the Contract Date.

On the basis of the application for which this Contract is issued and to which this Endorsement is attached, the Contract is intended to qualify under Section 403(b) of the Internal Revenue Code.

1. GENERAL DEFINITIONS

Employer means the common law entity that established the Plan under which the Contract was issued. The Employer must be an organization described in Code Section 403(b)(1)(A). If the Employer is a state or local government entity, the Employer includes all state or local government entities that are on a common payroll with the Employer to the extent eligible under Code Section 403(b)(1)(A). The Employer also may include other Code Section 501(c)(3) entities that are under common control with the Employer, as determined under Treasury Regulation Section 1.414(c)-5.

Employer Annuity Amounts means amounts attributable to Contributions made to an annuity contract under Code Section 403(b)(1) (including earnings thereon) that are not elective deferrals. Employer Annuity Amounts do not include after-tax employee Contributions or earnings thereon.

Employer Custodial Amounts means amounts attributable to Contributions made to a custodial account under Code Section 403(b)(7) (including earnings thereon) that are not elective deferrals, and which are contributed to this Contract pursuant to an intra-plan exchange or plan-to-plan transfer described in Section 6.

Contribution means Premium, as used in the Contract. Contributions may also be limited by the Code as described under "Contributions" and "Contribution Limits" in Sections 3 and 4 below.

Plan means the Employer's 403(b) plan pursuant to which this Contract is issued or, if applicable, any agreement under which information regarding this Contract and the Employer's 403(b) plan is shared as required by Section 1.403(b)-10(b)(2)(C) of the Treasury Regulations.

Restricted Elective Deferrals means elective deferral Contributions made pursuant to a salary reduction agreement and the earnings on such Contributions. However, if separately accounted for by the Company, Restricted Elective Deferrals do not include amounts held under a Section 403(b)(1) annuity contract as of December 31, 1988 provided such amounts were never transferred or exchanged into a Section 403(b)(7) custodial account.

2. COORDINATION WITH THE PLAN

The Contract is established under a Plan of the Employer pursuant to Section 403(b) of the Code. This Contract is subject to the terms of the Plan, provided that the terms of the Plan do not expand the terms of this Contract and do not impose any responsibilities or duties on the Company greater than those set forth in this Contract.

The Company shall rely upon the Employer's representations regarding the contents of the applicable Plan document, except as otherwise agreed to by the Company. The Company shall rely upon instructions of the Employer and/or its designee in permitting Contributions to and making any distributions from this Contract (including distributions under a Payment Plan and qualified domestic relations orders) in accordance with the terms of the Plan.

To the extent provided for in the Treasury Regulations, the Employer and/or its designee is responsible for sharing with the Company information that is necessary for the Company to administer this Contract in accordance with the terms of the Plan, Code and the Treasury Regulations, including information necessary for the Company to satisfy its withholding and information reporting obligations under the Code with respect to this Contract. Except to the extent otherwise agreed between the Company and the Employer and/or its designee, the Company shall share with the Employer and/or its designee information regarding this Contract that the Employer and/or its designee requests for purposes of ensuring adherence to the terms of the Plan.

3. CONTRIBUTIONS

Subject to the limitations set forth in the "Premium" section of the Contract, Contributions to this Contract may be made in the form of a rollover Contribution (as permitted by Code Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), 457(e)(16)), as a result of an intra-plan exchange plan-to-plan transfer described in Section 6 below, or to the extent permitted by the Contract, by the Employer (as defined in Section 1). Employee-designated Roth Contributions within the meaning of Code Section 402A(c)(1), including such Contributions made in a direct rollover from another designated Roth account under an applicable retirement plan described in Code Section 402A(e)(1), are not permitted in the Contract and may not be included within the Premium. The Employer may not make Contributions after the Owner's death, except as permitted under Section 1.403(b)-4(d) of the Treasury Regulations.

4. CONTRIBUTION LIMITS

In addition to meeting the requirements set forth in the "Premium" section of the Contract, Contributions must also meet the requirements of the Code set forth below.

Contributions may not exceed the applicable limits under Code Sections 415 and 402(g).

Code Section 415 contains the maximum annual Contribution limit for an Owner under a Code Section 403(b) plan and includes employer nonelective Contributions (including matching Contributions), Code Section 403(b) elective deferrals, and after-tax Contributions. Any amounts identified to be in excess of this limit that remain in the Contract shall be separately accounted for by the Company in accordance with Code Section 403(c).

For purposes of this Endorsement, Code Section 403(b) elective deferrals include employee pre-tax Contributions and, to the extent permitted by the Plan and this Contract, any employee designated Roth Contributions.

Elective deferral Contributions made to this Contract and any other plans, contracts or arrangements of the Employer on behalf of the Owner may not exceed the limits of Code Section 402(g). If the Company is notified that a Contribution to the Contract has exceeded the limits of Code Section 402(g) or any other applicable Code section, the Company will, upon receipt of appropriate instruction, distribute such Contribution plus any earnings or interest and less any losses to the Owner no later than April 15 of the year following the year of the excess Contribution or as otherwise permitted under the Code.

5. NON-FORFEITABLE AND NON-TRANSFERABLE

The Contract is nontransferable and nonassignable within the meaning of Code Section 401(g) and the rights of the Owner under the Contract are nonforfeitable. Joint Owners are not permitted. You cannot name a different Owner for the Contract. You must be the Annuitant.

6. INTRA-PLAN EXCHANGES AND PLAN-TO-PLAN TRANSFERS

Subject to the terms of the Plan, tax-free exchanges within the Plan and plan-to-plan transfers involving this Contract, including transfers to a governmental defined benefit plan to purchase permissive service credits within the meaning of Code Section 415(n), may be allowed to the extent permitted by law.

7. INTERNAL REVENUE CODE WITHDRAWAL RESTRICTIONS

7.1 In General

Distributions from this Contract shall be made only in accordance with the requirements of Code Section 403(b), the Treasury Regulations, and the Plan. The Company has no responsibility to make any distribution (including distributions under a Payment Plan or a qualified domestic relations order) from this Contract until it has received instructions or information from the Employer and/or its designee in a form acceptable to the Company and necessary for the Company to administer this Contract in accordance with Code Section 403(b), the Treasury Regulations, and the Plan.

7.2 Restricted Elective Deferrals

Withdrawals and other distributions attributable to Restricted Elective Deferrals shall not be paid from this Contract unless the Owner has (1) reached age 59 1/2, (2) had a severance from employment, (3) died, or (4) become disabled (within the meaning of Code Section 72(m)(7)).

7.3 Employer Annuity Amounts

Withdrawals and other distributions attributable to Employer Annuity Amounts shall not be paid from this Contract earlier than the Owner's severance from employment or upon the prior occurrence of some event, such as after a fixed number of years, the attainment of a stated age, or disability, as provided in the Plan.

7.4 Employer Custodial Amounts

Withdrawals and other distributions attributable to Employer Custodial Amounts that are transferred or exchanged into this Contract shall not be paid from this Contract unless the Owner has (1) reached age 59 1/2, (2) had a severance from employment, (3) died, or (4) become disabled (within the meaning of Code Section 72(m)(7)).

7.5 Separate Accounting

If this Contract includes both Restricted Elective Deferrals and other Contributions and the Restricted Elective Deferrals are not separately accounted for by the Company, distributions may not be made earlier than the later of (1) any date permitted under subsection 7.2 of this Section 7, and (2) any date permitted under subsection 7.3 or subsection 7.4 of this Section 7, whichever is applicable, with respect to Contributions that are not Restricted Elective Deferrals.

7.6 Exchanges and Transfers

With respect to amounts exchanged or transferred to this Contract pursuant to Section 6, this Contract imposes distribution restrictions that are not less stringent than those imposed under the contract being exchanged or under the transferor plan, whichever is applicable, in accordance with Section 1.403(b)-10(b)(2) of the Treasury Regulations.

7.7 Exceptions

- (1) Notwithstanding any other provision in this Section 7, withdrawals and other distributions are permitted to be paid from this Contract to the extent (a) allowed by applicable law, (b) described in Section 4, (c) required by a qualified domestic relations order within the meaning of Section 414(p), or (d) the withdrawal is a qualified reservist distribution described in Code Section 72(t)(2)(G).
- (2) If the Employer informs the Company that the Plan has been terminated in accordance with Section 1.403(b)-10(a) of the Treasury Regulations, the Company shall distribute this Contract or the accumulated benefits thereunder in accordance with the requirements of Code Section 403(b) and the Treasury Regulations.
- (3) The withdrawal restrictions described in this Section 7 do not apply to amounts attributable to Contributions that are eligible rollover distributions as described in Section 1.403(b)-10(d) of the Treasury Regulations and that have been separately accounted for by the Company.

8. REQUIRED MINIMUM DISTRIBUTIONS AND INCIDENTAL BENEFITS

Distributions from this Contract must be made in accordance with the required minimum distribution rules of Code Sections 403(b)(10) and 401(a)(9) and may be taken under one of the Payment Plans set forth in Section 7 of the Contract or by any other method permitted by the Contract and the Plan. Distributions from and benefits under this Contract also must satisfy the requirements relating to incidental benefits under Section 1.401-1(b)(1)(ii) of the Income Tax Regulations. All such rules are incorporated herein by reference.

9. LOANS

This Contract does not permit any loans.

10. HARDSHIP DISTRIBUTION

This Contract does not permit any distributions due to hardship.

11. DIRECT ROLLOVERS

The Owner or the surviving spousal beneficiary of a deceased Owner (or the Owner's spouse or former spouse who is an alternate payee under a domestic relations order, as defined in Section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in Section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in Section 402(c)(8)(B) of the Code) or paid directly to a Roth individual retirement annuity or a Roth individual retirement account as a qualified rollover Contribution (as defined in Section 408A(e) of the Code), as specified by the Owner, beneficiary or spouse in a direct rollover. A distribution to a beneficiary who at the time of the Owner's death was neither the spouse of the Owner nor the spouse or former spouse of the Owner who is an alternate payee under a qualified domestic relations order may elect to have any portion of an eligible rollover distribution directly rolled over only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the beneficiary as an inherited IRA (within the meaning of Section 408(d)(3)(C) of the Code), to the extent permitted under the Plan.

12. PLAN ADMINISTRATION SUBSIDY

The Company and/or its affiliates may provide Plan administration services to the Employer. Such services may be offered at no or reduced cost. Also, the Company may subsidize all or a portion of the Employer's Plan administration expenses by paying certain costs associated with the Employer's Plan administration personnel and/or certain costs associated with a third party administrator engaged by the Employer to administer the Plan in accordance with its terms, the Code and the Treasury Regulations. The Company shall have no obligation to agree to Plan administration subsidy requests, and unless otherwise agreed to in advance by the Company and the Employer, the Company may limit or terminate the subsidy with respect to an Employer's Plan at the Company's discretion. Plan administration subsidies will be paid only to the extent requested by the Employer and agreed to by the Company in writing. The Company will determine the availability of a Plan administration subsidy on a basis that is not unfairly discriminatory.

13. DEDUCTION OF THIRD PARTY ADMINISTRATOR (TPA) FEES

Upon written direction from an Employer sponsoring a 403(b) Plan, and upon confirmation from the Employer that such deduction is permitted under the terms of its Plan, we will deduct from the Accumulation Value amounts specified by the Employer to pay costs associated with a third party administrator engaged by the Employer to administer the Plan in accordance with its terms, the Code and Treasury Regulations. We will deduct such amounts at the frequency specified by the Employer, provided such frequency is agreed to by us. We will not retain any such amounts deducted but will pay them to the third party administrator as directed by the Employer. Such deductions will not be subject to Surrender Charges, Bonus Recapture or Market Value Adjustment, if applicable.

If an Employer does not direct such deductions, we may at our discretion elect to pay all or a part of third party administrator expenses of the Employer's Plan in accordance with Section 12 of this Endorsement (Plan Administration Subsidy).

14.CHANGES TO PROVISIONS AFFECTING PAYMENT PLANS

The following provisions of the Contract are revised as provided below when this Contract is intended to qualify under Section 403(b) of the Internal Revenue Code:

The Contract to which this Endorsement is attached is amended by deleting all references to “sex.”

The PAYMENT OF PROCEEDS provision found in Section 2 of the Contract is deleted in its entirety and replaced with the following:

Distributions from this Contract must be made in accordance with the required minimum distribution rules of Code Sections 403(b)(10) and 401(a)(9) and may be taken in the form of a distribution under a Payment Plan as directed by you, or by any other required minimum distribution method permitted by the Contract and the Plan. At least 30 days before the Maturity Date, you must either elect one of the Payment Plans set out in Section 7, or notify the Company that you are otherwise satisfying the Code’s required minimum distribution requirements with respect to your 403(b) assets. If you have not made an election with respect to your required minimum distribution payment method at least 30 days prior to the Maturity Date, we will pay the Proceeds for the life of the Annuitant with a 10-year guaranteed period basis, or less if required by government regulations. If you have not directed to whom the Proceeds will be paid, the Proceeds will be paid to you

The first paragraph of the PAYMENT PLANS provision found in Section 7 of the Contract is deleted and replaced with the following:

If the Annuitant is living on the Maturity Date, you may elect to have the Proceeds paid under any of the Payment Plans described below. In addition, you may elect another method of payment subject to our consent. The method of payment may be changed at any time prior to the Maturity Date, provided the Annuitant is alive. If you do not elect a Payment Plan or notify the Company that you are otherwise satisfying the Code’s required minimum distribution requirements with respect to your 403(b) plan assets at least 30 days prior to the Maturity Date, payments will commence automatically as described in Section 2 of the Contract. The first payment will be paid at the end of the first period marking the frequency of payments. Payment amounts will be determined by applying the greater of the Contract’s Accumulation Value or the Minimum Guaranteed Contract Value on the Maturity Date, less any Premium Tax if applicable, to the Payment Plan elected.

The table provided under Plan B. Life Income found in Section 7.2 of the Contract is deleted and replaced with the following table:

Minimum Amount of Each Installment Per \$1,000 of Proceeds or Cash Surrender Value for Plan B

Annual Installment Guaranteed Period

Age of Payee	Life	10 Yrs.	20 Yrs.
45	30.27	30.21	29.96
46	30.87	30.80	30.51
47	31.49	31.41	31.09
48	32.15	32.06	31.68
49	32.83	32.73	32.30
50	33.55	33.43	32.95
51	34.31	34.17	33.61
52	35.10	34.94	34.31
53	35.93	35.75	35.03
54	36.81	36.60	35.77
55	37.74	37.50	36.55
56	38.71	38.44	37.34
57	39.75	39.43	38.17
58	40.84	40.48	39.02
59	42.00	41.58	39.89
60	43.23	42.74	40.78
61	44.53	43.96	41.70
62	45.92	45.25	42.62
63	47.40	46.62	43.56
64	48.97	48.06	44.50

Age of Payee	Life	10 Yrs.	20 Yrs.
65	50.66	49.58	45.45
66	52.46	51.19	46.38
67	54.39	52.89	47.30
68	56.46	54.68	48.19
69	58.69	56.57	49.04
70	61.10	58.55	49.86
71	63.70	60.64	50.62
72	66.52	62.82	51.33
73	69.57	65.09	51.97
74	72.87	67.44	52.55
75	76.46	69.87	53.06
76	80.34	72.36	53.50
77	84.57	74.88	53.88
78	89.16	77.43	54.21
79	94.16	79.97	54.48
80	99.61	82.47	54.70

Factors for ages not shown will be supplied upon request.

All other provisions of the Contract remain unchanged.

Signed:

[]

President

**RELIASTAR
LIFE INSURANCE COMPANY**

[P.O. Box 1337, 909 Locust Street, Des Moines, Iowa 50305-1337]

**Individual Retirement
Annuity Endorsement**

RELIASTAR (the Company) is a stock company domiciled in Minnesota

The Contract to which this Individual Retirement Annuity Endorsement (this "Endorsement") is attached is hereby modified by the provisions of this Endorsement. The Endorsement provisions shall control if there is a conflict between the Endorsement and the Contract, including any other endorsements or riders issued with the Contract. Any capitalized terms not defined in this Endorsement shall have the meaning given to them in the Contract. This Endorsement is effective as of the Contract Date.

This Endorsement amends the Contract in order to meet the qualification requirements for an Individual Retirement Annuity ("IRA") under Section 408(b) of the Code, and shall be interpreted in accordance with that section.

YOU MAY RETURN YOUR IRA AT THE ADDRESS SHOWN ABOVE WITHIN 7 DAYS (OR LONGER IF REQUIRED BY LAW OR BY THE PROVISIONS OF YOUR IRA) AFTER THE DATE YOU RECEIVE IT. IF SO RETURNED, WE WILL PROMPTLY RETURN YOUR ENTIRE PREMIUM PAID LESS ANY WITHDRAWALS OR SURRENDERS AND EXCLUDING ANY BONUS, IF APPLICABLE. IF YOU RETURN YOUR IRA AFTER 7 DAYS, THE RETURN OF FUNDS WILL BE IN ACCORDANCE WITH THE "RIGHT TO EXAMINE AND RETURN THIS CONTRACT" PROVISION OF THE CONTRACT TO WHICH THIS IRA ENDORSEMENT IS ATTACHED.

If you send correspondence indicating your intent to return your IRA, your letter must be postmarked during the 7-day period (or longer if required by law or by the provisions of your IRA) following the date you received your IRA. You must also enclose your Contract.

1. IMPORTANT TERMS AND DEFINITIONS

Compensation means wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Section 401(c)(2) of the Code (reduced by the deduction you take for Contributions made to a self-employed retirement plan if you are self-employed). For the purposes of this definition, Section 401(c)(2) of the Code shall be applied as if the terms "trade" or "business" for purposes of Section 1402 of the Code includes service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. Compensation shall include any amount includible in your gross income under Section 71 of the Code with respect to a divorce or separation instrument described in subparagraph (A) of Section 71(b)(2) of the Code. The term "compensation" includes any differential wage payment, as defined in Section 3401(h)(2) of the Code. For purposes of this definition, the amount of compensation includible in your gross income shall be determined without regard to Section 112 of the Code.

Contribution means Premium, as used in the Contract. Contributions may be limited under the "CONTRIBUTIONS" section below.

Designated Beneficiary means a natural person who is a "designated beneficiary" within the meaning of Section 401(a)(9) of the Code and the Income Tax Regulations thereunder.

Interest means the Accumulation Value plus the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations and, prior to the date that the Contract is annuitized, the actuarial value of any other benefits provided under the Contract, such as certain guaranteed living and death benefits.

Income Tax Regulations mean the regulations found in Title 26 of the Code of Federal Regulations.

2. NON-FORFEITABLE AND NON-TRANSFERABLE

The Contract is established for the exclusive benefit of you or your beneficiaries. Joint Owners are not permitted. You cannot name a different Owner for the Contract. You are also the Annuitant.

Your Interest in the Contract is nontransferable and, except as provided by law, is nonforfeitable. It may not be sold, assigned, discounted or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose.

3. CONTRIBUTIONS

3.1 Maximum Regular Contribution Limits

The Contract to which this Endorsement is attached may permit the Contribution of: (1) an Initial Premium and Additional Premiums, (2) an Initial Premium and, on a limited basis, Additional Premiums, or (3) only a Single Premium. In addition, the Contract may require the payment of a minimum Premium amount. Additional Premiums, if permitted under the Contract, will be subject to a minimum amount that is not greater than \$50.

- (1) A Contribution permitted under the Contract may include a rollover contribution (as permitted by Code Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)), a non-taxable transfer from an individual retirement plan under Code Section 7701(a)(37), and cash not exceeding \$5,000 for any taxable year. In addition, if the Contract permits the Contribution of an Initial Premium and Additional Premiums, a permitted Contribution may include a Contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in Code Section 408(k). After 2008, this annual cash contribution limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 219(b)(5)(D). Such adjustments will be in multiples of \$500.
- (2) In the case of an individual who is 50 or older, the annual cash contribution limit is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.
- (3) In addition to the amounts described in paragraphs (1) and (2) above, a Contribution permitted under the Contract may include an individual's repayment of a qualified reservist distribution described in Code Section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period.

3.2 SIMPLE IRA Contribution Limitation

No Contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 408(p) of the Code. Also, no transfer or rollover of funds attributable to Contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer's SIMPLE IRA plan.

4. REQUIRED MINIMUM DISTRIBUTIONS

4.1 In General

Notwithstanding any provision of this IRA to the contrary, the distribution of your Interest in this IRA shall be made in accordance with the requirements of Code Section 408(b)(3) and the Income Tax Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the Interest in this IRA must satisfy the requirements of Section 408(a)(6) of the Code and the regulations thereunder, rather than the provisions of subsections 4.2 and 4.3.

4.2 Required Minimum Distributions

Your entire Interest in the IRA will be distributed no later than April 1 following the calendar year in which you attain 70½ (the "required beginning date") over your life or the lives of you and your Designated Beneficiary, or a guaranteed period not extending beyond your life expectancy or the joint and last survivor expectancy of you and your Designated Beneficiary. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of Section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 under Section 1.401(a)(9)-6 of the Income Tax Regulations.

The distribution periods described in the paragraph above cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations.

The first required payment can be made as late as April 1 of the year following the year in which you attain 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval. If all or a portion of an individual account is used to purchase an annuity after distributions are required to commence (the required beginning date, in the case of distributions commencing before death, or the date determined under Q&A-3 of Section 1.401(a)(9)-3 of the Income Tax Regulations, in the case of distributions commencing after death), payments under the annuity, and distributions of any remaining account, must be made in accordance with Q&A-5(e) of Section 1.401(a)(9)-5 of the Income Tax Regulations.

4.3 Distributions Upon Death

Death On or After Required Distributions Commence. If you die on or after the date required distributions commence, the remaining portion of your Interest will continue to be distributed under the option chosen.

Death Before Required Distributions Commence. If you die before required distributions commence, your entire Interest will be distributed at least as rapidly as follows:

- (1) If the Designated Beneficiary is someone other than your surviving spouse, the remaining portion of the entire Interest will be distributed, starting by the end of the calendar year following the calendar year of your death, over the Designated Beneficiary's life, or over a period not extending beyond the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Designated Beneficiary as of his or her birthday in the year following the year of your death, or if elected, in accordance with paragraph (3) below.
- (2) If the sole Designated Beneficiary is your surviving spouse, the entire Interest must be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such spouse's life, or over a period not extending beyond the remaining life expectancy of the surviving spouse, or, if elected, in accordance with paragraph (3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining Interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Designated Beneficiary's life, or over a period not extending beyond the remaining life expectancy determined using such Designated Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (3) below.

If the surviving spouse dies after the required distributions commence to him or her, any remaining Interest will continue to be distributed under the option chosen.

- (3) If there is no Designated Beneficiary, or if applicable by operation of paragraph (1) or (2) above, the entire Interest will be distributed by the end of the calendar year containing the 5th anniversary of your death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2) above).
- (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole Designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Designated Beneficiary's age in the year specified in paragraph (1) or (2) above and reduced by 1 for each subsequent year. If distributions are made in the form of an annuity, life expectancy is not recalculated.
- (5) For purposes of this Section 4.3, required distributions are considered to commence on your required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- (6) If you die prior to the date annuity payments commence under the Contract and the sole Designated Beneficiary is your surviving spouse, the spouse may elect to treat the Contract as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a Contribution to the Contract or fails to take required distributions as the Designated Beneficiary. This election may only be made once, and thus may not be made a second time if the surviving spouse Designated Beneficiary elects to treat the IRA as his or her own, remarries, and his or her new spouse is the sole Designated Beneficiary.

5. GENERAL PROVISIONS

5.1 Multiple IRAs

If you own more than one IRA, the required minimum distribution must be calculated separately for each IRA. The separately calculated amounts may be totaled and the total distribution taken from any one or more of your IRAs under the rules set forth in Q&A-9 of Section 1.408-8 of the Income Tax Regulations. Amounts in IRAs that you hold as a beneficiary of the same decedent and which are being distributed under Code Section 401(a)(9)(B)(iii) or (iv) may be aggregated, but such amounts may not be aggregated with amounts held in IRAs that you hold as the IRA owner or as the beneficiary of another decedent.

5.2 Annual Statement of Values

We will furnish annual calendar year statements concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of the Internal Revenue Service.

5.3 Amendments

We reserve the right to amend or administer this Endorsement, subject to regulatory approval, as necessary to comply with the Code, the Income Tax Regulations or published Internal Revenue Service Rulings. We will send a copy of any such amendment to you. It will be mailed to the last post office address known to us. Any such changes will apply uniformly to all Contracts that are affected.

5.4 Payment Plans Table

When the underlying Contract is issued in connection with a SEP-IRA, table Plan B. Life Income in the underlying Contract is replaced with the following table:

Minimum Amount of Each Installment Per \$1,000 of Proceeds or Cash Surrender Value for Plan B

Annual Installment Guaranteed Period

Age of Payee	Life	10 Yrs.	20 Yrs.
45	30.27	30.21	29.96
46	30.87	30.80	30.51
47	31.49	31.41	31.09
48	32.15	32.06	31.68
49	32.83	32.73	32.30
50	33.55	33.43	32.95
51	34.31	34.17	33.61
52	35.10	34.94	34.31
53	35.93	35.75	35.03
54	36.81	36.60	35.77
55	37.74	37.50	36.55
56	38.71	38.44	37.34
57	39.75	39.43	38.17
58	40.84	40.48	39.02
59	42.00	41.58	39.89
60	43.23	42.74	40.78
61	44.53	43.96	41.70
62	45.92	45.25	42.62
63	47.40	46.62	43.56
64	48.97	48.06	44.50
65	50.66	49.58	45.45
66	52.46	51.19	46.38
67	54.39	52.89	47.30
68	56.46	54.68	48.19
69	58.69	56.57	49.04

Age of Payee	Life	10 Yrs.	20 Yrs.
70	61.10	58.55	49.86
71	63.70	60.64	50.62
72	66.52	62.82	51.33
73	69.57	65.09	51.97
74	72.87	67.44	52.55
75	76.46	69.87	53.06
76	80.34	72.36	53.50
77	84.57	74.88	53.88
78	89.16	77.43	54.21
79	94.16	79.97	54.48
80	99.61	82.47	54.70

All other provisions of the Contract remain unchanged.

Signed:

[]

President

**RELIASTAR
LIFE INSURANCE COMPANY**

[P.O. Box 1337, 909 Locust Street, Des Moines, Iowa 50305-1337]

**Roth Individual Retirement
Annuity Endorsement**

RELIASTAR (the Company) is a stock company domiciled in Minnesota

The Contract to which this Roth Individual Retirement Annuity Endorsement (this "Endorsement") is attached is hereby modified by the provisions of this Endorsement. The Endorsement provisions shall control if there is a conflict between the Endorsement and the Contract, including any other endorsements or riders issued with the Contract. Any capitalized terms not defined in this Endorsement shall have the meaning given to them in the Contract. This Endorsement is effective as of the date it is attached to the Contract.

This Endorsement amends the Contract in order to meet the qualification requirements for a Roth Individual Retirement Annuity ("Roth IRA") under Section 408A of the Code, and shall be interpreted in accordance with that section.

YOU MAY RETURN YOUR ROTH IRA AT THE ADDRESS SHOWN ABOVE WITHIN 7 DAYS (OR LONGER IF REQUIRED BY LAW OR BY THE PROVISIONS OF YOUR ROTH IRA) AFTER THE DATE YOU RECEIVE IT. IF SO RETURNED, WE WILL PROMPTLY RETURN YOUR ENTIRE PREMIUM PAID LESS ANY WITHDRAWALS OR SURRENDERS AND EXCLUDING ANY BONUS, IF APPLICABLE. IF YOU RETURN YOUR ROTH IRA AFTER 7 DAYS, THE RETURN OF FUNDS WILL BE IN ACCORDANCE WITH THE "RIGHT TO EXAMINE AND RETURN THIS CONTRACT" PROVISION OF THE CONTRACT TO WHICH THIS ROTH IRA ENDORSEMENT IS ATTACHED.

If you send correspondence indicating your intent to return your Roth IRA, your letter must be postmarked during the 7-day period (or longer if required by law or by the provisions of your Roth IRA) following the date you received your Roth IRA. You must also enclose your Contract.

1. IMPORTANT TERMS AND DEFINITIONS

Compensation means wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Section 401(c)(2) of the Code (reduced by the deduction you take for Contributions made to a self-employed retirement plan if you are self-employed). For the purposes of this definition, Section 401(c)(2) of the Code shall be applied as if the terms "trade" or "business" for purposes of Section 1402 of the Code includes service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. Compensation shall include any amount includible in your gross income under Section 71 of the Code with respect to a divorce or separation instrument described in subparagraph (A) of Section 71(b)(2) of the Code. The term "compensation" includes any differential wage payment, as defined in Section 3401(h)(2) of the Code. For purposes of this definition, the amount of compensation includible in your gross income shall be determined without regard to Section 112 of the Code. If you are married and filing a joint return, the greater Compensation of you or your spouse is treated as your own Compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a Contribution to a Roth IRA or a deductible Contribution to a non-Roth IRA.

Contribution means Premium, as used in the Contract. Contributions may be limited under the "CONTRIBUTIONS" section below.

Designated Beneficiary means a natural person who is a "designated beneficiary" within the meaning of Section 401(a)(9) of the Code and the Income Tax Regulations thereunder.

Interest means the Accumulation Value plus the amount of any outstanding rollover, transfer, and re-characterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations and, prior to the date that the Contract is annuitized, the actuarial value of any other benefits provided under the Contract, such as certain guaranteed living and death benefits.

Income Tax Regulations mean the regulations found in Title 26 of the Code of Federal Regulations.

Modified Adjusted Gross Income or Modified AGI means the amount defined in Section 408A(c)(3)(C)(i) of the Code and does not include any amount included in adjusted gross income as a result of a rollover from an eligible retirement plan other than a Roth IRA (a "conversion").

Qualified Rollover Contribution means a rollover Contribution of a distribution from an IRA that meets the requirements of Section 408(d)(3) of the Code, except the one-rollover-per-year rule of Section 408(d)(3)(B) of the Code does not apply if the rollover Contribution is from an IRA other than a Roth IRA; i.e. a non-Roth IRA. A Qualified Rollover Contribution includes a rollover from a designated Roth account described in Section 402A of the Code and an eligible retirement plan described in Section 402(c)(8)(B) of the Code.

Recharacterization means a regular Contribution to a non-Roth IRA that is recharacterized pursuant to the rules in Section 1.408A-5 of the regulations as a regular Contribution to this Roth IRA, subject to the limits in 3.1 below.

2. NON-FORFEITABLE AND NON-TRANSFERABLE

The Contract is established for the exclusive benefit of you or your beneficiaries. Joint Owners are not permitted. You cannot name a different Owner for the Contract. You are also the Annuitant.

Your Interest in the Contract is nontransferable and, except as provided by law, is nonforfeitable. It may not be sold, assigned, discounted or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose.

3. CONTRIBUTIONS

3.1 Maximum Regular Contribution Limits

The Contract to which this Endorsement is attached may permit the Contribution of: (1) an Initial Premium and Additional Premiums, (2) an Initial Premium and, on a limited basis, Additional Premiums, or (3) only a Single Premium. In addition, the Contract to which this Endorsement is attached may require the payment of a minimum Premium amount. Additional Premiums, if permitted under the Contract, will be subject to a minimum amount that is not greater than \$50.

Maximum Permissible Amount. A Contribution permitted under the Contract may include a Qualified Rollover Contribution, a non-taxable transfer from another Roth IRA, a Recharacterization, and cash. The total of such cash Contributions to all Roth IRA's held by you in a taxable year may not exceed the lesser of the applicable amount (described below) or your Compensation for the year. The Contribution described in the previous sentence that may not exceed the lesser of the applicable amount or the Owner's Compensation is referred to as a "regular Contribution." However, notwithstanding the dollar limits on Contributions, a Contribution permitted under the Contract may include an individual's repayment of a qualified reservist distribution described in Code Section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period.

If you are under age 50, the applicable amount is \$5,000 for taxable year 2008 and thereafter. After 2008, the \$5,000 amount will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(D) of the Code. Such adjustments, if any, will be in multiples of \$500.

If you are age 50 or older, the applicable amount under the previous paragraph is increased by \$1,000.

The maximum regular Contribution that can be made to all of your Roth IRAs for a taxable year is the smaller amount determined under (1) or (2) below.

(1) The maximum regular Contribution is phased out ratably between certain levels of Modified AGI in accordance with the following table:

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

If your Modified AGI for a taxable year is in the phase-out range, the maximum regular Contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, the dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 408A(c)(3) of the Code. Such adjustments will be in multiples of \$1,000.

- (2) If you make regular Contributions to both Roth IRA's and non-Roth IRA's in any taxable year, the maximum regular Contribution that may be made to all of your Roth IRA's in that taxable year is reduced by the regular Contributions made to your non-Roth IRA's for that taxable year.

3.2 SIMPLE IRA Contribution Limitation

No Contributions to this Roth IRA will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 408(p) of the Code. Also, no transfer or rollover of funds attributable to Contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer's SIMPLE IRA plan.

4. REQUIRED MINIMUM DISTRIBUTIONS

4.1 In General

Notwithstanding any provision of the Contract to the contrary, the distribution of your Interest in this Roth IRA shall be made in accordance with the requirements of Section 408(b)(3) of the Code, as modified by Section 408A(c)(5) of the Code, and the Income Tax Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the Interest in the Contract must satisfy the requirements of Section 408(a)(6) of the Code, as modified by Section 408A(c)(5) of the Code, and the regulations thereunder, rather than the distribution rules noted below.

4.2 Distributions During the Owner's Life

No amount is required to be distributed under Code Section 408A or Code Section 401(a)(9) prior to your death. However if distributions commence under an annuity Payment Plan while you are alive, the annuity Payment Plan that you may elect will be limited as necessary so that any annuity payments made after your death will satisfy Section 4.3 below. In particular, unless otherwise permitted under applicable federal tax law and by us, any guaranteed period of annuity payments commencing during your life may not exceed the life expectancy of the Designated Beneficiary.

4.3 Distributions Upon Death

Upon your death, the entire Interest will be distributed at least as rapidly as follows:

- (1) If the Designated Beneficiary is someone other than your surviving spouse, the remaining portion of the entire Interest will be distributed, starting by the end of the calendar year following the calendar year of your death, over the Designated Beneficiary's life, or over a period not extending beyond the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Designated Beneficiary as of his or her birthday in the year following the year of your death, or if elected, in accordance with paragraph (3) below.
- (2) If the sole Designated Beneficiary is your surviving spouse, the entire Interest will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such spouse's life, or over a period not extending beyond the remaining life expectancy of the surviving spouse, or, if elected, in accordance with paragraph (3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining Interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Designated Beneficiary's remaining life expectancy determined using such Designated Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (3) below.

If the surviving spouse dies after the required distributions commence to him or her, any remaining Interest will continue to be distributed under the option chosen.

- (3) If there is no Designated Beneficiary, or if applicable by operation of paragraph (1) or (2) above, the entire Interest will be distributed by the end of the calendar year containing the 5th anniversary of your death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2) above).

- (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole Designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Designated Beneficiary's age in the year specified in paragraph (1) or (2) above and reduced by 1 for each subsequent year. If distributions are made in the form of an annuity, life expectancy is not recalculated.
- (5) For purposes of this Section 4.3, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under paragraph (2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- (6) If you die prior to the date annuity payments commence under the Contract and the sole Designated Beneficiary is your surviving spouse, the spouse may elect to treat the Contract as his or her own Roth IRA. This election will be deemed to have been made if such surviving spouse makes a Contribution to the Contract or fails to take required distributions as the Designated Beneficiary. This election may be made only once, and thus may not be made a second time if the surviving spouse Designated Beneficiary elects to treat the IRA as his or her own, remarries, and his or her new spouse is the sole Designated Beneficiary.

5. GENERAL PROVISIONS

5.1 Annual Statement of Values

We will furnish annual calendar year statements concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of the Internal Revenue Service.

5.2 Amendments

We reserve the right to amend or administer this Endorsement, subject to regulatory approval, as necessary to comply with the Code, the Income Tax Regulations or published Internal Revenue Service Rulings. We will send a copy of any such amendment to you. It will be mailed to the last post office address known to us. Any such changes will apply uniformly to all Contracts that are affected.

All other provisions of the Contract remain unchanged.

Signed:

[]

President

SERFF Tracking Number: *INGD-127352874* State: *Arkansas*
 Filing Company: *ReliaStar Life Insurance Company* State Tracking Number:
 Company Tracking Number: *RL-IA-3050 ET AL.*
 TOI: *A071 Individual Annuities - Special* Sub-TOI: *A071.001 Equity Indexed*
 Product Name: *RL-IA-3050 Single Premium Deferred Annuity Contract et al.*
 Project Name/Number: *RL-IA-3050 Single Premium Deferred Annuity Contract et al./RL-IA-3050 et al.*

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments: See attached.		
Attachments: AR Rule 19 Certification.pdf AR Reg. 49 Certification.pdf AR Readability Cert .pdf AR Code 23-79-138 Certification.pdf AR Training Cert.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: Not applicable as the application is not made a part of the contract and thus will not be attached at issue.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Acturial Memo		
Comments: See attached.		
Attachment: Actuarial Memorandum RL-IA-3050_signed.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments: See attached.		
Attachment:		

SERFF Tracking Number: INGD-127352874 State: Arkansas
Filing Company: ReliaStar Life Insurance Company State Tracking Number:
Company Tracking Number: RL-IA-3050 ET AL.
TOI: A071 Individual Annuities - Special Sub-TOI: A071.001 Equity Indexed
Product Name: RL-IA-3050 Single Premium Deferred Annuity Contract et al.
Project Name/Number: RL-IA-3050 Single Premium Deferred Annuity Contract et al./RL-IA-3050 et al.
Statement of Variability for RL-IA-3050_signed.pdf

Item Status: **Status**
Date:

Satisfied - Item: Additional Actuarial Certifications

Comments:

See attached.

Attachments:

AR - Cert for Maint Analysis of Hedging_R_Trotter_11_22_11.pdf
AR Certification of Section 8 Opinion_signed.pdf

Item Status: **Status**
Date:

Satisfied - Item: External-Indexed Contract
Guidelines Certification

Comments:

In response to objection letter dated 1/9/12, attached is the external-indexed contract guideline certification.

Attachment:

AR External Index Certification.pdf

**ARKANSAS
POLICY FORM CERTIFICATION**

RE: FORM NUMBER RL-IA-3050, RL-RA-3051, RL-RA-3052 and RL-RA-3053

I have reviewed the enclosed policy form and certify that the form submitted meets the provisions of Rule 19 as well as all applicable requirements of the Arkansas Insurance Department.

Signed:

A handwritten signature in black ink that reads "Patricia M. Smith". The signature is written in a cursive style with a large initial "P" and "S".

Patricia M. Smith
Assistant Secretary

ING USA Annuity and Life Insurance Company
P.O. BOX 617
DES MOINES, IOWA 50303-0617

ARKANSAS REGULATION 49
CERTIFICATION

RE: FORM NUMBER RL-IA-3050, RL-RA-3051, RL-RA-3052, RL-RA-3053

We certify that a Life and Health Guaranty Notice will be provided to each policy owner in accordance with Arkansas Rule and Regulation 49.

Patricia M. Smith

Patricia M. Smith
Assistant Secretary

Date: November 22, 2011

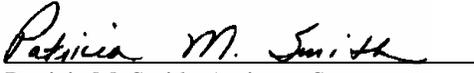
Readability Certificate

I hereby certify that the forms referenced below have been scored in their entirety using the Flesch Ease of Reading Test and have attained the score indicated. I further certify that, to the best of my knowledge and belief, said forms comply with state readability requirements and are printed in not less than ten point type, one point leaded.

The readability score was calculated by computer. The software used for this calculation was Microsoft Word.

<u>Form Number</u>	<u>Title</u>	<u>Flesch Score</u>
RL-IA-3050	Single Premium Deferred Annuity Contract	51.2

ING USA Annuity and Life Insurance Company


Patricia M. Smith, Assistant Secretary

November 22, 2011

Date

ING USA Annuity and Life Insurance Company
P.O. BOX 617
DES MOINES, IOWA 50303-0617

ARKANSAS CODE 23-79-138
CERTIFICATION

RE: FORM NUMBER RL-IA-3050, RL-RA-3051, RL-RA-3052, RL-RA-3053

We certify that a separate notice will be provided with each policy containing the information required pursuant to Arkansas Code 23-79-138.



Patricia M. Smith
Assistant Secretary

Date: November 22, 2011

Explanation of Training Procedures

ReliaStar Life Insurance Company

Single Premium Deferred Annuity Contract, Base Form No. RL-IA-3050

The company strives to provide high value, customer-friendly products to its licensed agents who may recommend such products to consumers. Agents are required to complete training provided by the company in order to sell our annuity products. The required training covers index annuities, suitability and sales practices, and ING business guidelines for conducting their business. In addition to the required training, agents have access to two (2) primary product resources:

- A consumer product summary that explains the product
- A consumer product brochure that provides a detailed description of each product's features

In addition, the company provides a toll-free 800 number to all licensed agents. Agents are encouraged to use this 800 number if they have questions regarding product features. This 800 number is prominently displayed on company communications to its licensed agents, is available from 8:00 a.m. to 5:00 p.m. CT Monday through Friday, and is staffed by experienced company employees at the company's annuity headquarters.

Signed by: Daniel L. DiFiore

Date: 12-1-2011

Daniel L. DiFiore, CLU, ChFC

Head of Independent Sales Channel

Reliastar Life Insurance Company
Statement of Variability for
Single Premium Deferred Annuity Contract
Contract Data Page RL-IA-3050

Cover Page

Item	Variability
Company Address	Variable in the event Company address may change.
Customer Service Center	Variable in the event servicing address and/or phone number may change.
Officers' Signatures	Variable in the event officers may change.

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Item	Variability
Annuitant	Information enclosed within these brackets will be varied to the extent necessary to reflect "issue specific" information.
Sex	
Age	
Owner	
Contract Number	
Contract Date	
Maturity Date	
Single Premium Paid	
State Premium Tax Paid	Appears as zero unless contract is issued in a state where front-end premium taxes are applied. A dollar amount showing the amount of premium tax deducted from the Single Premium is shown here.
Single Premium Less Premium Tax	Dollar amount showing Single Premium less any front-end premium tax paid.
Bonus	Set on the Contract Date and may vary for new issues. The Bonus will range from 0% to 6.0%.
Percentage of Single Premium	Percentage of premium paid that is elected to each strategy. The sum of percentages of premium elected to all strategies offered will equal 100%.
Amount of Single Premium	Premium dollar amount that is elected to each Strategy.
Initial Interest Rate	Applies to the Fixed Rate Strategy only. It is the initial interest rate credited to the associated portion of the Single Premium elected to the strategy. It is determined by us and guaranteed for the first 12 months. The Fixed Rate Strategy - Initial Interest Rate will never be less than the Fixed Rate Strategy - Minimum Guaranteed Interest Rate. The Fixed Rate Strategy - Initial Interest Rate is independent of the Fixed Rate Strategy - Minimum Guaranteed Strategy Value Rate.
Initial Participation Rate	Applies to the Point-to-Point Participation Index Strategy and the Monthly Average Index strategy, respectively. It is the initial percentage of the change in the Index that is used in calculating the Index Credit that will be applied to the associated portion of the Single Premium elected to each strategy. It is determined by us for each strategy and guaranteed for the first 12 months. The Initial Participation Rate will range from 0% to 150%.
Initial Index Cap	Applies to the Point-to-Point Cap Index Strategy only. It is the initial maximum amount of any Index Credit that can be applied to the associated portion of the Single Premium elected to the Strategy. It is determined by us and guaranteed for the first 12 months. The Initial Index Cap will range from 0% to 100%.

Initial Index Spread	Applies to the Monthly Average Index Strategy only. It is the amount subtracted from the result of the Index Change multiplied by the Participation Rate in calculating the Index Credit that will be applied to the associated portion of the Single Premium elected to the strategy. It is determined by us and guaranteed for the first 12 months. The Initial Index Spread will range from 0% to 25%.
Initial Monthly Cap	Applies to the Monthly Cap Index Strategy only. It is the initial maximum amount of any monthly change in the Index that can be used in calculating the Index Credit that will be applied to the associated portion of the Single Premium elected to the Strategy. It is determined by us and guaranteed for the first 12 months. The Initial Monthly Cap will range from 0% to 25%.
Initial Interest Rate Benchmark Participation Multiplier	Applies to the Point-to-Point Participation and Cap Interest Rate Benchmark Strategy only. It is the factor applied to the change in the Interest Rate Benchmark that is used in calculating the Interest Rate Benchmark Credit that will be applied to the associated portion of the Initial Premium elected to the Strategy. It is determined by us and guaranteed for the first 12 months. The Initial Interest Rate Benchmark Participation Multiplier will range from 0 to 10.
Initial Interest Rate Benchmark Credit Cap	Applies to the Point-to-Point Participation and Cap Interest Rate Benchmark Strategy only. It is the initial maximum amount of any Interest Rate Benchmark Credit that can be applied to the associated portion of the Initial Premium elected to the Strategy. It is determined by us and guaranteed for the first 12 months. The Initial Interest Rate Benchmark Credit Cap will range from 0% to 25%.

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Fixed Rate Strategy - Initial Minimum Guaranteed Strategy Value Rate	Set on the Contract Date and will not change for the first ten contract years and will range from 2.0% to 3.0%. On the tenth contract anniversary and each contract anniversary thereafter, the Fixed Rate Strategy - Minimum Guaranteed Strategy Value Rate will be redetermined based on the five-year Constant Maturity Treasury as described on the Contract Data Page. The Fixed Rate Strategy - Minimum Guaranteed Strategy Value Rate is used only in the calculation of the Minimum Guaranteed Contract Value. The Fixed Rate Strategy - Minimum Guaranteed Strategy Value Rate is independent of the Fixed Rate Strategy - Minimum Guaranteed Interest Rate and the Fixed Rate Strategy - Initial Interest Rate.
Index Strategies - Initial Minimum Guaranteed Strategy Value Rate	Set on the Contract Date and will not change for the first ten contract years and will range from 2.0% to 3.0%. On the tenth contract anniversary and each contract anniversary thereafter, the Index Strategies - Minimum Guaranteed Strategy Value Rate will be redetermined based on the five-year Constant Maturity Treasury as described on the Contract Data Page. The Index Strategies - Minimum Guaranteed Strategy Value Rate is used only in the calculation of the Minimum Guaranteed Contract Value.
Benchmark Strategy(ies) - Initial Minimum Guaranteed Strategy Value Rate	Set on the Contract Date and will not change for the first ten contract years and will range from 2.0% to 3.0%. On the tenth contract anniversary and each contract anniversary thereafter, the Benchmark Strategy(ies) - Minimum Guaranteed Strategy Value Rate will be redetermined based on the five-year Constant Maturity Treasury as described on the Contract Data Page. The Benchmark Strategy(ies) - Minimum Guaranteed

	Strategy Value Rate is used only in the calculation of the Minimum Guaranteed Contract Value.
Table of Bonus Recapture Percentages	The Bonus Recapture Schedule as submitted represents the highest schedule we will ever offer but we may in the future offer a more client-favorable bonus recapture schedule to new issues after the date of the change.
Interest Rate Benchmark	Variable in the event the Interest Rate Benchmark may change.
Interest Rate Benchmark Disclosure	Variable in the event the Interest Rate Benchmark disclosure may change.



Patrick D. Lusk, FSA, MAAA
Actuary – Head of Annuity Product Management
Reliastar Life Insurance Company

8/10/2011
Date

ReliaStar Life Insurance Company
20 Washington Avenue South, Minneapolis, MN

ARKANSAS
CERTIFICATION

RE: FORM NUMBER RL-IA-3050

We certify that the aforementioned Contract and its supporting documents have been reviewed and evaluated and are in compliance with the Arkansas Dept. of Insurance's External-Indexed Contract Guidelines.



Nancy Byers, FSA, MAAA, FLMI
Actuary, Head of Annuity Product Development

Date: January 9, 2012