

SERFF Tracking Number: METK-127868724 State: Arkansas
Filing Company: MetLife Investors USA Insurance Company State Tracking Number:
Company Tracking Number: SERIES O
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Series O
Project Name/Number: Series O/8028-6 (2/12)

Filing at a Glance

Company: MetLife Investors USA Insurance Company

Product Name: Series O

SERFF Tr Num: METK-127868724 State: Arkansas

TOI: A03I Individual Annuities - Deferred Variable

SERFF Status: Closed-Approved-Closed
State Tr Num:

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num: SERIES O

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Karen Foley, Pam Kerry,
Barry Sullivan, Janice Bellot

Disposition Date: 01/23/2012

Date Submitted: 01/18/2012

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Series O

Status of Filing in Domicile: Pending

Project Number: 8028-6 (2/12)

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 01/23/2012

State Status Changed: 01/23/2012

Deemer Date:

Created By: Janice Bellot

Submitted By: Janice Bellot

Corresponding Filing Tracking Number:

Filing Description:

Please find attached for your review and approval final-print versions of the referenced forms. These forms are new and do not replace any forms.

Contract Schedule 8028-6 (2/12) represents the charges and particulars when an applicant purchases our MetLife Investors USA Variable Annuity Series O product. It will be used with individual variable annuity form 8010 (11/00) that was previously approved by your Department.

Application form 8900 (11/11) will be completed by a prospective contract owner/annuitant when an applicant purchases our MetLife Investors USA Variable Annuity Series O product. Note the application will not be attached to the contract

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at issue.

These forms, where applicable, have been completed in John Doe fashion. Material that is bracketed is variable and is subject to change in accordance with the circumstances of a particular case or insured and the parameters described in the enclosed statement of variables. Any changes to the variables outside of these parameters will first be filed with your Department for approval. These forms are submitted in final printed format and are subject to only minor modification in paper size and stock, ink, border, company logo, typographical errors, layout and adaptation to computer printing.

Please note that the contract form for which this form is used is a variable annuity that is subject to federal jurisdiction and is therefore exempt from readability requirements.

Thank you for your review of this filing.

Company and Contact

Filing Contact Information

Pam Kerry, Policy Forms Consultant pkerry@metlife.com
501 Boylston Street 617-578-2298 [Phone]
Boston, MA 02116 617-578-5505 [FAX]

Filing Company Information

MetLife Investors USA Insurance Company CoCode: 61050 State of Domicile: Delaware
222 Delaware Ave. Group Code: 241 Company Type: Life
Suite 900 Group Name: MetLife Group State ID Number:
P.O. Box 25130 FEIN Number: 54-0696644
Wilmington, DE 19899
(617) 578-2000 ext. [Phone]

Filing Fees

Fee Required? Yes
Fee Amount: \$100.00
Retaliatory? Yes
Fee Explanation: MetLife Investors USA Insurance Company domicile is Delaware. \$50.00 per form. Two forms filed.
Per Company: No

SERFF Tracking Number: *METK-127868724* *State:* *Arkansas*
Filing Company: *MetLife Investors USA Insurance Company* *State Tracking Number:*
Company Tracking Number: *SERIES O*
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Product Name: *Series O*
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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
MetLife Investors USA Insurance Company	\$100.00	01/18/2012	55560993

SERFF Tracking Number: METK-127868724 State: Arkansas
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 Company Tracking Number: SERIES O
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 Project Name/Number: Series O/8028-6 (2/12)

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/23/2012	01/23/2012

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Statement of Variability - Contract Schedule	Janice Bellot	01/18/2012	01/18/2012

SERFF Tracking Number: *METK-127868724* *State:* *Arkansas*
Filing Company: *MetLife Investors USA Insurance Company* *State Tracking Number:*
Company Tracking Number: *SERIES O*
TOI: *A031 Individual Annuities - Deferred Variable* *Sub-TOI:* *A031.002 Flexible Premium*
Product Name: *Series O*
Project Name/Number: *Series O/8028-6 (2/12)*

Disposition

Disposition Date: 01/23/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: METK-127868724 State: Arkansas
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	No	No
Supporting Document	Application	Yes	Yes
Supporting Document	Life & Annuity - Actuarial Memo	No	No
Supporting Document	Certification	Yes	Yes
Supporting Document (revised)	Statement of Variability - Contract Schedule	Yes	Yes
Supporting Document	Statement of Variability - Contract Schedule	Yes	Yes
Supporting Document	Statement of Variability - Application	Yes	Yes
Form	Contract Schedule	Yes	Yes
Form	Variable Annuity Application	Yes	Yes

SERFF Tracking Number: METK-127868724 State: Arkansas
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Amendment Letter

Submitted Date: 01/18/2012

Comments:

Attached revised Statement of Variability to Supporting Documentation tab.

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Statement of Variability - Contract Schedule

Comment: Revised Statement of Variability attached as previous version was inadvertently attached.

SoV (2-12)_CS (Series O)_1.pdf

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Form Schedule

Lead Form Number: 8028-6 (2/12)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	8028-6 (2/12)	Schedule	Contract Schedule Pages	Initial		0.000	8028-6 _2-12_.pdf
	8900 (11/11)	Application/Variable Enrollment Form	Annuity Application	Initial		0.000	8900(11-11)APPO.pdf

The Sales Charge will be deducted from your Account Value. This deduction will result in the cancellation of Accumulation Units from each applicable Subaccount (and/or reduction of any portion of the Account Value allocated to any other accounts included by rider) in the ratio that the portion of the Account Value in such Subaccount (and/or other account) bears to the total Account Value.

INITIAL PURCHASE PAYMENT PERIOD:

For purposes of determining the Sales Charge percentage all Purchase Payments credited within the Initial Purchase Payment Period will be treated as if received on the Issue Date. The Initial Purchase Payment Period begins on the Issue Date and ends on the earlier of 90 days after the Issue Date or the date you make your first withdrawal other than an Exempt Withdrawal. An Exempt Withdrawal is a withdrawal:

1. that is required for you to avoid Federal Income Tax penalties or to satisfy Federal Income Tax rules concerning minimum distribution requirements that apply to this annuity. For purposes of this exception, we assume that this annuity is the only annuity contract or funding vehicle from which distributions are required to be taken, or
2. in the first Contract Year that is part of a systematic withdrawal program in which the withdrawal amount does not exceed [10%] of total Purchase Payments divided by the frequency of the systematic withdrawals. For example if a monthly systematic withdrawal program is selected then the monthly amount does not exceed 1/12 of [10%] of total Purchase Payments.

Cumulative Purchase Payments are the total Purchase Payments received by us (including the current Purchase Payment).

Cumulative Purchase Payments	Sales Charge
[Less than \$50,000	5.00%
\$50,000-99,999.99	4.20%
\$100,000-249,999.99	3.50%
\$250,000-499,999.99	2.50%
\$500,000-999,999.99	2.00%
1,000,000 or greater	1.25%]

ACCOUNT FEE:

The Account Fee is [\$30.00] each Contract Year. During the Accumulation Period, on the Contract Anniversary the full Account Fee is deducted from each applicable Subaccount in the ratio that the Account Value in the Subaccount bears to the total Account Value in the Separate Account. On the Annuity Calculation Date, a pro-rata portion of the Account Fee will be deducted from the Account Value as described above. However, if your Account Value on the last day of the Contract Year or on the Annuity Calculation Date is at least [\$50,000], then no Account Fee is deducted. If during the Accumulation Period, a total withdrawal is made, the full Account Fee will be deducted at the time of the total withdrawal. During the Annuity Period the Account Fee will be deducted regardless of the size of your Contract and it will be deducted pro-rata from each Annuity Payment.

SEPARATE ACCOUNT: [MetLife Investors USA Separate Account A]

ALLOCATION REQUIREMENTS:

1. [Currently, you can select from any of the Subaccounts or the Fixed Account (if a Fixed Account Rider has been issued). However, we reserve the right to limit this in the future. However, if the GMIB Rider or GMDB Rider is attached to the Contract and in force you can only make allocations to the GMIB Rider Subaccounts or GMDB Rider Subaccounts.
2. Allocations must be in whole numbers. Each allocation must be at least [\$500]. Allocations made pursuant to Pre-scheduled Transfer programs are not subject to this limitation. The current approved Pre-scheduled Transfer programs are Rebalancing program, Asset Allocation program and Dollar Cost Averaging program.
3. We reserve the right to restrict allocations to the Fixed Account if any of the following conditions exist: (a) the credited interest rate for the amount to be allocated is equal to the Minimum Guaranteed Interest Rate for the Fixed Account; (b) the Account Value in the Fixed Account equals or exceeds [\$500,000]; or (c) a transfer was made out of the Fixed Account within the previous 180 days.]

TRANSFER REQUIREMENTS:

Number Permitted: The maximum number of transfers per Contract Year shall be [12] (excluding transfers resulting from our Pre-scheduled Transfer programs). We reserve the right to waive from time to time this transfer limitation.

Subject to the Allocation Rules and the issuance of a Fixed Account Rider, during the Accumulation Period you may make transfers into the Fixed Account from the Subaccounts, subject to the maximum number of transfers per Contract Year as stated above. There

are further limitations on transfers from the Fixed Account to the Separate Account as set forth below. If the GMIB Rider or GMDB Rider is attached to the Contract and in force you may only make transfers between the GMIB Rider Subaccounts or GMDB Rider Subaccounts.

During the Annuity Period, you cannot make transfers from the General Account to the Subaccounts.

Transfer Fee: In the event that [12] transfers are made in a Contract Year, (excluding those related to our Pre-scheduled Transfer programs) we will deduct a Transfer Fee of [\$25] for each additional transfer in such Contract Year. The Transfer Fee will be deducted from the Subaccount or Fixed Account from which the transfer is made. However, if the entire interest in an account is being transferred, the Transfer Fee will be deducted from the amount which is transferred. We reserve the right to waive from time to time, the Transfer Fee.

Minimum and Maximum Amount to be Transferred: The minimum amount that may be transferred from a Subaccount is [\$500], or your entire interest in the Subaccount, if less (excluding transfers resulting from our Pre-scheduled Transfer programs).

The minimum amount that may be transferred from the Fixed Account during the Accumulation Period is [\$500], or your entire interest in the Fixed Account. Transfers out of the Fixed Account during the Accumulation Period shall be limited to the greater of (a) 25% of the Fixed Account Value at the beginning of the Contract Year, or (b) the amount transferred out of the Fixed Account in the prior Contract Year.

[TRANSFER AND ALLOCATION LIMITS:

If the GMIB Rider or GMDB Rider (the "Rider(s)") is attached to the Contract and the GMIB Rider or GMDB Rider is terminated under the Termination of Rider provision and is no longer in force, no transfers or allocations may be made to the GMIB Rider Subaccounts or GMDB Rider Subaccounts, as applicable. However, if both the GMIB Rider and the GMDB Rider are attached to the Contract, and are both terminated under the Termination of Rider provision, effective on the date both Riders are no longer in force, no transfers or allocations may be made to the GMIB Rider Subaccounts or GMDB Rider Subaccounts. You will have access to the other Subaccounts currently available.]

WITHDRAWALS:

Withdrawal Charge: A Withdrawal Charge is assessed against Purchase Payments withdrawn. The Withdrawal Charge is calculated at the time of each withdrawal. Each Purchase Payment is tracked from the date of its receipt. Amounts will be withdrawn from your Contract in the following order:

1. Earnings in the Contract (Earnings are equal to your Account Value less Purchase Payments not withdrawn); and then
2. The Free Withdrawal Amount described below, if any; then
3. Purchase Payments not previously withdrawn, in the order such Purchase Payments were made: the oldest Purchase Payment first, the next Purchase Payment second, and so forth until all Purchase Payments have been withdrawn (First-in-First-out (FIFO) basis).

The Withdrawal Charge for each withdrawal is determined by multiplying the Purchase Payment by the applicable Withdrawal Charge percentage assigned to that Purchase Payment based on the Age of Purchase Payment schedule below. The Withdrawal Charge percentage for each Purchase Payment is based on your Cumulative Purchase Payments as of the date the Purchase Payment is received by us. When determining the actual withdrawal charge for a partial or full withdrawal the Age of Purchase Payment percentage will be based on the date of receipt of each Purchase Payment. For purposes of determining the Withdrawal Charge band all Purchase Payments credited within the Initial Purchase Payment Period will be treated as if received on the Issue Date.

Withdrawal Charges are determined in accordance with the following schedule:

-----Age of Purchase Payment-----

Cumulative Purchase Payments	[Less than 1 year	1 year or more but less than 2 years	2 years or more but less than 3 years	3 years or more but less than 4 years	4 years or more but less than 5 years	5 years or more but less than 6 years	6 years or more but less than 7 years	7 years or more]
[Less than \$50,000	5%	5%	4%	4%	3%	3%	2%	0%
\$50,000 - 99,999.99	5%	4%	4%	3%	3%	2%	2%	0%
\$100,000-249,999.99	4%	3%	3%	2%	2%	2%	1%	0%
\$250,000 – 499,999.99	3%	2%	2%	2%	1%	1%	1%	0%
\$500,000 –	2%	2%	2%	1%	1%	1%	1%	0%

999,999.99								
\$1,000,000 and greater	2%	2%	1%	1%	1%	1%	1%	0%]

Free Withdrawal Amount: Each Contract Year after the first, you can make a withdrawal of a portion of your Account Value free from any Withdrawal Charge. The Free Withdrawal Amount each Contract Year is equal to [10%] of total Purchase Payments, less the total Free Withdrawal Amount previously withdrawn in the same Contract Year. This right is non-cumulative.

No Withdrawal Charge will be deducted in the event of an Exempt Withdrawal.

Minimum Partial Withdrawal: [\$500], or your entire interest in the Fixed Account or Subaccount

Minimum Withdrawal Value Which must Remain in the Contract after a Partial Withdrawal: [\$2,000]

ANNUITY REQUIREMENTS:

1. [The Annuity Date must be the first day of a calendar month. Unless otherwise designated by you, the Annuity Date will be no later than the Maturity Date. The Maturity Date is the first day of the calendar month following the Annuitant's 90th birthday or ten (10) years from the Issue Date.
2. For Variable Annuity Payments, the Variable Annuity Tables are based on the Annuity 2000 Mortality Table with 7-year age setback and an Assumed Investment Return (AIR) of 3.00%.
3. For Fixed Annuity Payments, the Fixed Annuity Tables are based on the Annuity 2000 Mortality Table with 7-year age setback with interest at [3%.]

[FIXED ACCOUNT:

Initial Guarantee Period: [Through the end of the current calendar year]

Renewal Guarantee Period: [A calendar year]

Initial Current Interest Rate: [4.60%] [Allocations to the Fixed Account not currently available]

Minimum Guaranteed Interest Rate: [2.15%] annually

- [Initial EDCA Period:** 24 months EDCA rate applicable to deposits made at the beginning of the Initial EDCA period: [4.00%]
- Initial EDCA Period:** 12 months EDCA rate applicable to deposits made at the beginning of the Initial EDCA period: [4.00%]
- Initial EDCA Period:** 6 months EDCA rate applicable to deposits made at the beginning of the Initial EDCA period: [8.00%]
- Initial EDCA Period:** 3 months EDCA rate applicable to deposits made at the beginning of the Initial EDCA period: [9.00%]

ANNUITY SERVICE OFFICE:

MetLife Investors USA Insurance Company

[P.O. Box 10366

Des Moines, Iowa 50306-0366

(800) 343-8496]

ENDORSEMENTS AND RIDERS ATTACHED TO THIS CONTRACT:

[Fixed Account Rider for Variable Annuity
Enhanced Dollar Cost Averaging Rider
Three Month Market Entry Rider
Death Benefit Rider (Principal Protection)
Death Benefit Rider (Annual Step-up)
Death Benefit Rider (Compounded Plus)
Guaranteed Minimum Death Benefit (GMDB) Rider
Guaranteed Minimum Income Benefit Rider – Living Benefit
Guaranteed Withdrawal Benefit Rider
Lifetime Guaranteed Withdrawal Benefit Rider
Guaranteed Minimum Accumulation Benefit Rider
Additional Death Benefit Rider – Earnings Preservation Benefit
Waiver of Withdrawal Charge for Nursing Home or Hospital Confinement Rider
Waiver of Withdrawal Charge for Terminal Illness Rider
Individual Retirement Annuity Endorsement
Roth Individual Retirement Annuity Endorsement
SIMPLE Individual Retirement Annuity Endorsement
401 Plan Endorsement
Tax Sheltered Annuity Endorsement
Unisex Annuity Rates Endorsement
Designated Beneficiary Non-Qualified Annuity Endorsement
Non-Qualified Annuity Endorsement
Spousal Continuation Endorsement
Qualified Distribution Program Endorsement]

Variable Annuity Application

Send Application and check to:

Home Office Address (no correspondence)
222 Delaware Avenue Suite 900 • Wilmington, DE 19899

MetLife Investors USA Insurance Company

Policy Service Office: P.O. Box 10366 • Des Moines, Iowa 50306-0366
 For Express Mail Only • 4700 Westown Parkway Ste. 200 • West Des Moines, IA 50266-2266
For assistance call: **The Sales Desk**

MetLife Investors USA Variable Annuity Series O

ACCOUNT INFORMATION

1. Annuitant

Name John J. Doe Social Security Number 123 45 6789
 (First) (Middle) (Last)
 Sex M F Date of Birth 4 / 12 / 58
 Address 123 Main Street Anytown IL 60001 Phone (708) 123-4567
 (Street - No P.O. Box) (City) (State) (Zip)

2. Owner (Complete only if different than Annuitant)

Correspondence is sent to the Owner.
 Name _____ Social Security/Tax ID Number _____
 (First) (Middle) (Last)
 Sex M F Date of Birth/Trust ____/____/____
 Address _____ Phone (____) _____
 (Street - No P.O. Box) (City) (State) (Zip)

3. Joint Owner

Name _____ Social Security Number _____
 (First) (Middle) (Last)
 Sex M F Date of Birth ____/____/____
 Address _____ Phone (____) _____
 (Street - No P.O. Box) (City) (State) (Zip)

4. Beneficiary

Show full name(s), address(es), relationship to Owner, Social Security Number(s), and percentage each is to receive. Use the Special Requests section if additional space is needed. **Unless specified otherwise in the Special Requests section, if Joint Owners are named, upon the death of either Joint Owner, the surviving Joint Owner will be the primary beneficiary, and the beneficiaries listed below will be considered contingent beneficiaries.**

<u>Mary J. Doe, 123 Main Street, Anytown, IL, Wife,</u>	<u>234-56-7890</u>	<u>100%</u>
Primary Name	Address (Street - No P.O. Box)	Relationship Social Security Number %
Primary Name	Address (Street - No P.O. Box)	Relationship Social Security Number %
Contingent Name	Address (Street - No P.O. Box)	Relationship Social Security Number %
Contingent Name	Address (Street - No P.O. Box)	Relationship Social Security Number %

ANNUITY PAYMENTS AND TERMINATION VALUES PROVIDED BY THIS CONTRACT, WHEN BASED ON THE INVESTMENT EXPERIENCE OF THE SEPARATE ACCOUNT, ARE VARIABLE, MAY INCREASE OR DECREASE, AND ARE NOT GUARANTEED AS TO FIXED DOLLAR AMOUNT.

5. Plan Type

Indicate only how contract is to be issued.
 NON-QUALIFIED
 QUALIFIED TRADITIONAL IRA* .. Transfer Rollover Contribution - Year _____
 QUALIFIED SEP IRA* Transfer Rollover Contribution - Year _____
 QUALIFIED ROTH IRA* Transfer Rollover Contribution - Year _____
 *The annuitant and owner must be the same person.

6. Purchase Payment

Funding Source of Purchase Payment
 1035 Exchange/Transfer Check Wire
 Initial Purchase Payment \$ 10,000
 Make Check Payable to MetLife Investors USA Insurance Company
 (Estimate dollar amount for 1035 exchanges, transfers, rollovers, etc.)
 Minimum Initial Purchase Payment:
 \$10,000 Non-Qualified/Qualified



RIDERS

7. Benefit Riders (Subject to state availability and age restrictions. Other restrictions may apply.)

These riders may only be chosen at the time of application. There are additional charges for the optional riders. Once elected these options may not be changed.

- 1) Living Benefit Rider (Optional)
Guaranteed Minimum Income Benefit (GMIB)
 GMIB Max III
- 2) Death Benefit Riders (Check one. If no election is made, the Principal Protection option will be provided at no additional charge.)
 Principal Protection (no additional charge)
 Annual Step-Up
 Compounded-Plus
- 3) Other
 Earnings Preservation Benefit Rider (EPB)

SIGNATURES

8. Replacements

Does the applicant have any existing life insurance policies or annuity contracts? Yes No

Is this annuity being purchased to replace any existing life insurance or annuity policy(ies)? Yes No

If "Yes" to either, applicable disclosure and replacement forms must be attached.

Replacement includes any surrender, loan, withdrawal, lapse, reduction in or redirection of payments on an annuity or life insurance contract in connection with this application.

9. Fraud Statement and Disclosure

Notice to Applicant:

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

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

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

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

Maine, Tennessee, Virginia and Washington Residents Only: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

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

Massachusetts Residents Only: The variable annuity for which you are making this application gives us the right to restrict or discontinue allocations of purchase payments to the Fixed Account and reallocation from the Investment Divisions to the Fixed Account. This discontinuance right may be exercised for reasons which include but are not limited to our ability to support the minimum guaranteed interest rate of the Fixed Account when the yields on our Investments would not be sufficient to do so. This discontinuance will not be exercised in an unfairly discriminatory manner. The prospectus also contains additional information about our right to restrict access to the Fixed Account in the future. **BY SIGNING THIS APPLICATION, I ACKNOWLEDGE THAT I HAVE RECEIVED, READ AND UNDERSTOOD THE STATEMENTS IN THIS APPLICATION AND IN THE PROSPECTUS THAT THE FIXED ACCOUNT MAY NOT BE AVAILABLE AT SOME POINT DURING THE LIFE OF THE CONTRACT INCLUDING POSSIBLY WHEN THIS CONTRACT IS ISSUED.**

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

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

Ohio Residents Only: A person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statement is guilty of insurance fraud.

Pennsylvania Residents Only: ANNUITY PAYMENTS OR SURRENDER VALUES, WHEN BASED UPON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT ARE VARIABLE AND ARE NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT. Any person who knowingly and with intent

9. Fraud Statement and Disclosure (continued)

to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.]

10. Acknowledgement and Authorization

I (We) agree that the above information and statements and those made on all pages of this application are true and correct to the best of my (our) knowledge and belief and are made as the basis of my (our) application. I (We) acknowledge receipt of the current prospectus of MetLife Investors USA Insurance Company (MetLife), MetLife Investors USA Separate Account A. **PAYMENTS AND VALUES PROVIDED BY THE CONTRACT FOR WHICH APPLICATION IS MADE ARE VARIABLE AND ARE NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT.**

I have read the State Fraud Statement and Disclosure in Section 9 above applicable to me.

[John J Doe]

(Owner Signature and Title, Annuitant unless otherwise noted)

(Joint Owner Signature and Title)

(Signature of Annuitant if other than Owner)

Signed at [Anytown, IL] Date [November 11, 2000]
(City) (State)

11. Agent's Report

All information provided by the applicant has been truly and accurately recorded.

Does the applicant have any existing life insurance policies or annuity contracts?

Yes No

Is this annuity being purchased to replace any existing life insurance or annuity policy(ies)?

Yes No

If "Yes" to either, applicable disclosure and replacement forms must be attached.

[Richard Roe]

[(312) 456-7890]

Agent's Signature

Phone

[Richard Roe, #723]

Agent's Name and Number

[456 Main Street, Anytown, IL 60001]

Name and Address of Firm

[#723]

State License ID Number (Required for FL)

[1234567]

Client Account Number

SERFF Tracking Number: METK-127868724 State: Arkansas
 Filing Company: MetLife Investors USA Insurance Company State Tracking Number:
 Company Tracking Number: SERIES O
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: Series O
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Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: Not applicable to this filing.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Application		
Comments:		
See Form Schedule tab.		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Actuarial Memo		
Comments:		
Attachment:		
Actuarial-Memo_O Share Generic 01112012.pdf		

	Item Status:	Status Date:
Satisfied - Item: Certification		
Comments:		
Attachment:		
AR (MLIUSA) Certification.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability - Contract Schedule		
Comments:		
Revised Statement of Variability attached as previous version was inadvertently attached.		

SERFF Tracking Number: METK-127868724 State: Arkansas
Filing Company: MetLife Investors USA Insurance Company State Tracking Number:
Company Tracking Number: SERIES O
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Series O
Project Name/Number: Series O/8028-6 (2/12)

Attachment:

SoV (2-12)_CS (Series O)_1.pdf

Item Status:

Status

Date:

Satisfied - Item: Statement of Variability -
Application

Comments:

Attachment:

Series O_GENERIC_APP_SoV.pdf

MetLife Investors USA Insurance Company
222 Delaware Avenue, Suite 900, Wilmington DE 19899

State of Arkansas

Certification

We certify compliance with Articles VI, VII, IX, and XI of Rule and Regulation 33 and all other applicable requirements of the Arkansas Insurance Department.

Bennett D. Kleinberg

Print Name



Signature

Vice President & Senior Actuary

Title

January 17, 2012

Date

MetLife Investors USA Insurance Company
STATEMENT OF VARIABILITY
For use with Contract Schedule 8028-6 (2/12)

This document will define the range of variations of bracketed items on the Contract Schedule. Variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

John Doe Specific Variations:

The following items will vary Owner to Owner, depending upon the information provided in the application:

Owner, Sex, Age At Issue

Joint Owner, Sex, Age At Issue

Annuitant, Sex, Age at Issue

Contract Number

Issue Date

Plan Type – We reserve the right to offer some or all of the following markets: Nonqualified, IRA (including traditional, Simple IRA, SEPs, custodial/decedent IRA and Roth IRA)

Maturity Date

Product Class – The marketing name is bracketed to permit changes to the name in the future.

Purchase Payment

PURCHASE PAMENTS:

The following section will ONLY PRINT if one or more of the Riders below are on the contract.

Possible Rider Names and Conditions (this feature may be available for a combination of some or all of the possible riders and/or conditions shown below):

If the Guaranteed Minimum Income Benefit Rider – Living Benefit (GMIB Rider) (the “Rider”), is in force on your Contract, we may reject subsequent Purchase Payments by sending advance written notice to you if any of the following changes occur regarding the same Rider available for new contract purchases:

- A change in the GMIB Rider Charge
- A change in the Dollar-for-Dollar Withdrawal Percentage
- A change in the Annual Increase Accumulation Rate
- A change in the Basis of GMIB Annuity Table
- The Rider is no longer offered by us to new or existing owners.]

If the Guaranteed Minimum Death Benefit (GMDB) Rider (the “Rider”), is in force on your Contract, we may reject subsequent Purchase Payments by sending advance written notice to you if any of the following changes occur regarding the same Rider available for new contract purchases:

- A change in the GMDB Rider Charge
- A change in the Dollar-for-Dollar Withdrawal Percentage
- A change in the Annual Increase Accumulation Rate
- The Rider is no longer offered by us to new or existing Owners.

If the Lifetime Guaranteed Withdrawal Benefit Rider (Lifetime GWB Rider) (the “Rider”), is in force on your Contract, we may reject subsequent Purchase Payments by sending advance written notice to you if any of the following changes occur regarding the same Rider available for new contract purchases:

- A change in the Lifetime GWB Rider Charge
- A change in the Lifetime GWB Withdrawal Rate
- A change in the Compounding Income Percentage
- The Rider is no longer offered by us to new or existing Owners.

If the Guaranteed Withdrawal Benefit Rider (GWB Rider) (the “Rider”), is in force on your Contract, we may reject subsequent Purchase Payments by sending advance written notice to you if any of the following changes occur regarding the same Rider available for new contract purchases:

- A change in the GWB Rider Charge
- A change in the GWB Withdrawal Rate
- The Rider is no longer offered by us to new or existing Owners.

Minimum Subsequent Purchase Payment:

The amount required for additional payments to the contract will be between \$25 and \$1,000.

Maximum Total Purchase Payments:

The threshold beyond which our prior approval will be required will be between \$25 and \$5,000,000.

MINIMUM ACCOUNT VALUE:

The Minimum Account Value to keep the contract in-force will be greater than \$1,000 but not more than \$5,000. The amount may increase or decrease in the future for new issues based on unit expenses and market conditions.

PRODUCT CHARGES:**Separate Account Level****Mortality and Expense Charge:**

The Mortality and Expense Charge will be no greater than 1.80% and no less than 0.20%.

Administration Charge:

The Administration Charge will be no greater than 0.25% and no less than 0.05%.

Death Benefit Rider Charge:

The Death Benefit Rider Charge for the Death Benefit will be no greater than 0.50% and no less than 0.10% and will vary by death benefit rider chosen at time of application. This charge may increase or decrease in the future and is driven by current capital market conditions and interest rates. This item will not print if no Optional Death Benefit Rider is chosen at time of application.

Additional Death Benefit Rider Charge (Earnings Preservation Benefit):

The Additional Death Benefit Rider Charge will be no greater than 0.50% and no less than 0.05%. This charge may increase or decrease in the future for new issues and is driven by current capital market conditions and interest rates. This item will not print if no Additional Death Benefit Rider is chosen at time of application.

SALES CHARGE:

The range for the years over which the Sales Charge for each Purchase Payment will be deducted in installments is between 1 and 10 years.

INITIAL PURCHASE PAYMENT PERIOD:

The range for an Exempt Withdrawal is between 1% and 25%.

Cumulative Purchase Payment Band:

The range for the Sales Charge percentage is between 0.50% and 7%.

The breakpoint bands may vary in size and may be added or removed. The range for the Cumulative Purchase Payments is between \$0 and \$5,000,000.

ACCOUNT FEE:

The Account Fee may increase or decrease in the future for new issues and is driven by current capital market conditions and interest rates. The range for the Account Fee will be between \$0 (indicating no fee will be charged) and \$50. The point at which the fee will be waived will range between \$25,000 and \$500,000.

SEPARATE ACCOUNT:

We may change the name of the Separate Account due to any future name changes at that level.

ALLOCATION REQUIREMENTS:

The following will only print if one or more of the referenced riders is on the contract.

However, if the [Rider Name(s)] is/are attached to the Contract and in force you can only make allocations to the [Rider Name(s)] Subaccounts.

1. The range for the minimum amount that must be allocated to any account will be between \$100 and \$5,000. Item #2 will not print if Pre-scheduled Transfer programs are not offered at time of application.
2. The restrictions which are pertinent to the Fixed Account under item #3 are limited to an Account Value in the Fixed Account exceeding a range between \$100 and \$1,000,000.

TRANSFER REQUIREMENTS:

Number Permitted:

The maximum number of transfers allowed will be no fewer than 12 per contract year.

The following will only print if one or more of the referenced riders is on the contract.

If the [Rider Name(s)] is/are attached to the Contract and the [Rider Name(s)] and in force you may only make transfers between the [Rider Name(s)] Subaccounts.

Transfer Fee:

The transfer fee will range between \$0 (where no charge will be assessed) and \$50.

Minimum and Maximum Amount to be Transferred:

The range for the minimum transfer amount will be between \$25 and \$1,000. The range for the minimum amount remaining in a Subaccount after a transfer will be between \$25.00 and \$1,000.

TRANSFER and ALLOCATION LIMITS:

The following will only print if one of the referenced riders is on the contract.

If the [Rider Name] (the "Rider") is attached to the Contract and the [Rider Name] is terminated under the Termination of Rider provision, effective on the date the Rider is no longer in force, no transfers or allocations may be made to the [Rider Name] Subaccounts, as applicable. You will have access to the other Subaccounts currently available.

The following will only print if more than one of the referenced riders is on the contract.

If the [Rider Name] Rider or [Rider Name] Rider (the "Rider(s)") is attached to the Contract and the [Rider Name] Rider or [Rider Name] Rider is terminated under the Termination of Rider provision and is no longer in force, no transfers or allocations may be made to the [Rider Name] Rider Subaccounts or [Rider Name] Subaccounts, as applicable. However, if both the [Rider Name] Rider and the [Rider Name] Rider are attached to the Contract, and both are terminated under the Termination of Rider provision, effective on the date both Riders are no longer in force, no transfers or allocations may be made to the [Rider Name] Rider Subaccounts or [Rider Name] Rider Subaccount. You will have access to the other Subaccounts currently available.]

WITHDRAWALS:

Age of Purchase Payment:

The range for the Age of Purchase Payments is between 1 and 10 years. The range for the Withdrawal Charge is between 0% (meaning there is no Withdrawal Charge) and 8%). The breakpoint bands may vary in size and may be added or removed. The range for the Cumulative Purchase Payments is between \$0 and \$5,000,000.

Free Withdrawal Amount

The range for the Free Withdrawal Amount will be between 10% and 15%, less the total Free Withdrawal Amount previously withdrawn in the same Contract Year.

Minimum Partial Withdrawals

The range for the minimum partial withdrawal amount allowed will be between \$0 (meaning there is no minimum amount) and \$1,000.

Minimum Withdrawal Value Which must Remain in the Contract after a Partial Withdrawal:

The range for the minimum amount remaining in the contract after a partial withdrawal will be between \$100 and \$3,000.

ANNUITY REQUIREMENTS:

The Contract Schedule currently reflects the following language for item #1:

1. The Annuity Date must be the first day of a calendar month. Unless otherwise designated by you, the Annuity Date will be no later than the Maturity Date. The Maturity Date is the first day of the calendar month following the Annuitant's 90th birthday or ten (10) years from the Issue Date.

The following alternative language may print for new issues depending on the distribution channel and/or future practices regarding the Annuity Date and/or the Maturity Date:

Alternate Text – version #2:

The Annuity Date must be the first day of a calendar month. The Annuity Date will be no later than the Maturity Date, or if we agree, a later date not to exceed the Annuitant's 95th birthday. The Maturity Date is the first day of the calendar month following the Annuitant's 90th birthday or ten (10) years from the Issue Date.

Alternation Text – version #3

The Annuity Date must be the first day of a calendar month. The Annuity Date will be no later than the Maturity Date, or to a later day if we agree. The Maturity Date is the first day of the calendar month following the Annuitant's 90th birthday or ten (10) years from the Issue Date.

FIXED ACCOUNT:**Initial Guarantee Period**

Will vary by Guarantee Period elected. Guarantee Periods will be at least through the end of the current calendar year and no longer than ten years.

Renewal Guarantee Period

Guarantee Periods will be at least through the end of the current calendar year and no longer than ten years.

Initial Current Interest Rate

To be determined by the company and ranges from 1% to 10% but will never be lower than the Minimum Guaranteed Interest rate. Additionally, "N/A Allocations to the Fixed Account not currently available" will only print if one or more of the referenced riders is on the contract.

Minimum Guaranteed Interest Rate

We will review the Minimum Guaranteed Interest Rate (MGIR) four times per calendar year. This MGIR would be applicable to newly sold business. The MGIR will be such that it meets the requirements of the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities. The Minimum Nonforfeiture Rate (MNR) will be the lesser of 3% and the 5-year Constant Maturity Treasury rate as of the first month of the preceding quarter (rate published for January, April, July, and October), reduced by 125 basis points, and rounded to the nearest 1/20th of a percent, or 1% if greater. We will obtain the 5-year weekly Constant Maturity Treasury rate from the Federal Reserve Statistical Release H.15. The MGIR that applies to any given contract will not be redetermined once the contract has been issued. The MGIR that applies to any given contract will be shown on the contract schedule page. We will automatically reset the rate for the first quarter of the calendar year regardless of any threshold on the rates. During the other reviews, we will only move the MGIR if the MNR has moved at least 50 bps from our current MGIR. The current threshold level is 50 bps, this threshold level will remain between 0 and 50 bps. The company reserves the right to hold an MGIR higher than the MNR, if so desired. If the Fixed Account is not offered, "N/A" will be added to this section.

Initial EDCA Period

If available, the range for the number of months available for an Initial EDCA Period is from 3 months to 24 months. The EDCA rate will be determined by the company and will never be less than the MGIR. This item will not print if EDCA is not offered at time of application.

ANNUITY SERVICE OFFICE:

This address may vary depending on which distribution channel the contract was sold through or if our administrative offices move in the future.

ENDORSEMENTS AND RIDERS ATTACHED TO THIS CONTRACT:

Not all endorsements/riders listed will be attached to the contract as some riders are optional. Also, depending on the plan type chosen (Traditional IRA, Roth IRA) a different form will attach. We may offer other riders with this product in the future that have already been filed and approved with the state.

MetLife Investors USA Insurance Company
STATEMENT OF VARIABILITY
For use with Application Form:
8900 (11/11)

Home Office Address, Policy Service Office Address, Phone Number:	These fields are bracketed to allow us to change the address, zip code, product name, and phone number if necessary.
Plan Type	<p>We reserve the right to offer this product in some or all of the following markets: NON-QUALIFIED, IRA (including TRADITIONAL, SIMPLE, SEP, custodial/decedent and ROTH) and 401(a).</p> <p>A new sub-heading may be added entitled Payment Type which will show some or all of the following choices (1035 Exchange, Transfer, Rollover Contribution or other).</p>
Purchase Payment	<p>We reserve the right for future reprints of the application, to reformat this section as follows:</p> <ul style="list-style-type: none"> • The Funding Source of Purchase Payment section will show some or all of the following available choices (1035 Exchange, Check, Wire, Transfer, Rollover Contribution, Other, or Draft).
Benefit Riders	<p>The Benefit Riders are bracketed to permit changes to the marketing name and rider availability.</p> <p>As new riders are approved by the Department, this section may be updated to reflect the marketing name and rider name. If a rider is not approved in your state, we will note that.</p>
Fraud Statement & Disclosure	The text in this section may be enhanced for clarity or compliance with insurance laws in your state or other states. Additionally, the Disclosure & Acknowledgement section may be modified for any changes in “fraud language” that may be required by other states.

SERFF Tracking Number: METK-127868724 State: Arkansas
 Filing Company: MetLife Investors USA Insurance Company State Tracking Number:
 Company Tracking Number: SERIES O
 TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
 Product Name: Series O
 Project Name/Number: Series O/8028-6 (2/12)

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
01/18/2012	Supporting Document	Statement of Variability - Contract Schedule	01/18/2012	SoV _2-12__CS _Series O_.pdf (Superseded)

MetLife Investors USA Insurance Company
STATEMENT OF VARIABILITY
For use with Contract Schedule 8028-6 (2/12)

This document will define the range of variations of bracketed items on the Contract Schedule. Variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

John Doe Specific Variations:

The following items will vary Owner to Owner, depending upon the information provided in the application:

Owner, Sex, Age At Issue

Joint Owner, Sex, Age At Issue

Annuitant, Sex, Age at Issue

Contract Number

Issue Date

Plan Type – We reserve the right to offer some or all of the following markets: Nonqualified, IRA (including traditional, Simple IRA, SEPs, custodial/decedent IRA and Roth IRA)

Maturity Date

Product Class – The marketing name is bracketed to permit changes to the name in the future.

Purchase Payment

PURCHASE PAMENTS:

The following section will ONLY PRINT if one or more of the Riders below are on the contract.

Possible Rider Names and Conditions (this feature may be available for a combination of some or all of the possible riders and/or conditions shown below):

If the Guaranteed Minimum Income Benefit Rider – Living Benefit (GMIB Rider) (the “Rider”), is in force on your Contract, we may reject subsequent Purchase Payments by sending advance written notice to you if any of the following changes occur regarding the same Rider available for new contract purchases:

- A change in the GMIB Rider Charge
- A change in the Dollar-for-Dollar Withdrawal Percentage
- A change in the Annual Increase Accumulation Rate
- A change in the Basis of GMIB Annuity Table
- The Rider is no longer offered by us to new or existing owners.]

If the Guaranteed Minimum Death Benefit (GMDB) Rider (the “Rider”), is in force on your Contract, we may reject subsequent Purchase Payments by sending advance written notice to you if any of the following changes occur regarding the same Rider available for new contract purchases:

- A change in the GMDB Rider Charge
- A change in the Dollar-for-Dollar Withdrawal Percentage
- A change in the Annual Increase Accumulation Rate
- The Rider is no longer offered by us to new or existing Owners.

If the Lifetime Guaranteed Withdrawal Benefit Rider (Lifetime GWB Rider) (the “Rider”), is in force on your Contract, we may reject subsequent Purchase Payments by sending advance written notice to you if any of the following changes occur regarding the same Rider available for new contract purchases:

- A change in the Lifetime GWB Rider Charge
- A change in the Lifetime GWB Withdrawal Rate
- A change in the Compounding Income Percentage
- The Rider is no longer offered by us to new or existing Owners.

If the Guaranteed Withdrawal Benefit Rider (GWB Rider) (the “Rider”), is in force on your Contract, we may reject subsequent Purchase Payments by sending advance written notice to you if any of the following changes occur regarding the same Rider available for new contract purchases:

- A change in the GWB Rider Charge
- A change in the GWB Withdrawal Rate
- The Rider is no longer offered by us to new or existing Owners.

Minimum Subsequent Purchase Payment:

The amount required for additional payments to the contract will be between \$25 and \$1,000.

Maximum Total Purchase Payments:

The threshold beyond which our prior approval will be required will be between \$25 and \$5,000,000.

MINIMUM ACCOUNT VALUE:

The Minimum Account Value to keep the contract in-force will be greater than \$1,000 but not more than \$5,000. The amount may increase or decrease in the future for new issues based on unit expenses and market conditions.

PRODUCT CHARGES:**Separate Account Level****Mortality and Expense Charge:**

The Mortality and Expense Charge will be no greater than 1.80% and no less than 0.20%.

Administration Charge:

The Administration Charge will be no greater than 0.25% and no less than 0.05%.

Death Benefit Rider Charge:

The Death Benefit Rider Charge for the Death Benefit will be no greater than 0.50% and no less than 0.10% and will vary by death benefit rider chosen at time of application. This charge may increase or decrease in the future and is driven by current capital market conditions and interest rates. This item will not print if no Optional Death Benefit Rider is chosen at time of application.

Additional Death Benefit Rider Charge (Earnings Preservation Benefit):

The Additional Death Benefit Rider Charge will be no greater than 0.50% and no less than 0.05%. This charge may increase or decrease in the future for new issues and is driven by current capital market conditions and interest rates. This item will not print if no Additional Death Benefit Rider is chosen at time of application.

SALES CHARGE:

The range for the years over which the Sales Charge for each Purchase Payment will be deducted in installments is between 1 and 10 years.

INITIAL PURCHASE PAYMENT PERIOD:

The range for an Exempt Withdrawal is between 1% and 25%.

Cumulative Purchase Payment Band:

The range for the Sales Charge percentage is between 0.50% and 7%.

The breakpoint bands may vary in size and may be added or removed. The range for the Cumulative Purchase Payments is between \$0 and \$5,000,000.

ACCOUNT FEE:

The Account Fee may increase or decrease in the future for new issues and is driven by current capital market conditions and interest rates. The range for the Account Fee will be between \$0 (indicating no fee will be charged) and \$50. The point at which the fee will be waived will range between \$25,000 and \$500,000.

SEPARATE ACCOUNT:

We may change the name of the Separate Account due to any future name changes at that level.

ALLOCATION REQUIREMENTS:

The following will only print if one or more of the referenced riders is on the contract.

However, if the [Rider Name(s)] is/are attached to the Contract and in force you can only make allocations to the [Rider Name(s)] Subaccounts.

1. The range for the minimum amount that must be allocated to any account will be between \$100 and \$5,000. Item #2 will not print if Pre-scheduled Transfer programs are not offered at time of application.
2. The restrictions which are pertinent to the Fixed Account under item #3 are limited to an Account Value in the Fixed Account exceeding a range between \$100 and \$1,000,000.

TRANSFER REQUIREMENTS:

Number Permitted:

The maximum number of transfers allowed will be no fewer than 12 per contract year.

The following will only print if one or more of the referenced riders is on the contract.

If the [Rider Name(s)] is/are attached to the Contract and the [Rider Name(s)] and in force you may only make transfers between the [Rider Name(s)] Subaccounts.

Transfer Fee:

The transfer fee will range between \$0 (where no charge will be assessed) and \$50.

Minimum and Maximum Amount to be Transferred:

The range for the minimum transfer amount will be between \$25 and \$1,000. The range for the minimum amount remaining in an Investment Account after a transfer will be between \$25.00 and \$1,000.

TRANSFER and ALLOCATION LIMITS:

The following will only print if one of the referenced riders is on the contract.

If the [Rider Name] (the "Rider") is attached to the Contract and the [Rider Name] is terminated under the Termination of Rider provision, effective on the date the Rider is no longer in force, no transfers or allocations may be made to the [Rider Name] Subaccounts, as applicable. You will have access to the other Subaccounts currently available.

The following will only print if more than one of the referenced riders is on the contract.

If the [Rider Name] Rider or [Rider Name] Rider (the "Rider(s)") is attached to the Contract and the [Rider Name] Rider or [Rider Name] Rider is terminated under the Termination of Rider provision and is no longer in force, no transfers or allocations may be made to the [Rider Name] Rider Subaccounts or [Rider Name] Subaccounts, as applicable. However, if both the [Rider Name] Rider and the [Rider Name] Rider are attached to the Contract, and both are terminated under the Termination of Rider provision, effective on the date both Riders are no longer in force, no transfers or allocations may be made to the [Rider Name] Rider Subaccounts or [Rider Name] Rider Subaccount. You will have access to the other Subaccounts currently available.]

WITHDRAWALS:

Age of Purchase Payment:

The range for the Age of Purchase Payments is between 1 and 10 years. The range for the Withdrawal Charge is between 0% (meaning there is no Withdrawal Charge) and 8%. The breakpoint bands may vary in size and may be added or removed. The range for the Cumulative Purchase Payments is between \$0 and \$5,000,000.

Free Withdrawal Amount

The range for the Free Withdrawal Amount will be between 10% and 15%, less the total Free Withdrawal Amount previously withdrawn in the same Contract Year.

Minimum Partial Withdrawals

The range for the minimum partial withdrawal amount allowed will be between \$0 (meaning there is no minimum amount) and \$1,000.

Minimum Withdrawal Value Which must Remain in the Contract after a Partial Withdrawal:

The range for the minimum amount remaining in the contract after a partial withdrawal will be between \$100 and \$3,000.

ANNUITY REQUIREMENTS:

The Contract Schedule currently reflects the following language for item #1:

1. The Annuity Date must be the first day of a calendar month. Unless otherwise designated by you, the Annuity Date will be no later than the Maturity Date. The Maturity Date is the first day of the calendar month following the Annuitant's 90th birthday or ten (10) years from the Issue Date.

The following alternative language may print for new issues depending on the distribution channel and/or future practices regarding the Annuity Date and/or the Maturity Date:

Alternate Text – version #2:

The Annuity Date must be the first day of a calendar month. The Annuity Date will be no later than the Maturity Date, or if we agree, a later date not to exceed the Annuitant's 95th birthday. The Maturity Date is the first day of the calendar month following the Annuitant's 90th birthday or ten (10) years from the Issue Date.

Alternation Text – version #3

The Annuity Date must be the first day of a calendar month. The Annuity Date will be no later than the Maturity Date, or to a later day if we agree. The Maturity Date is the first day of the calendar month following the Annuitant's 90th birthday or ten (10) years from the Issue Date.

FIXED ACCOUNT:**Initial Guarantee Period**

Will vary by Guarantee Period elected. Guarantee Periods will be at least through the end of the current calendar year and no longer than ten years.

Renewal Guarantee Period

Guarantee Periods will be at least through the end of the current calendar year and no longer than ten years.

Initial Current Interest Rate

To be determined by the company and ranges from 1% to 10% but will never be lower than the Minimum Guaranteed Interest rate. Additionally, "N/A Allocations to the Fixed Account not currently available" will only print if one or more of the referenced riders is on the contract.

Minimum Guaranteed Interest Rate

We will review the Minimum Guaranteed Interest Rate (MGIR) four times per calendar year. This MGIR would be applicable to newly sold business. The MGIR will be such that it meets the requirements of the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities. The Minimum Nonforfeiture Rate (MNR) will be the lesser of 3% and the 5-year Constant Maturity Treasury rate as of the first month of the preceding quarter (rate published for January, April, July, and October), reduced by 125 basis points, and rounded to the nearest 1/20th of a percent, or 1% if greater. We will obtain the 5-year weekly Constant Maturity Treasury rate from the Federal Reserve Statistical Release H.15. The MGIR that applies to any given contract will not be redetermined once the contract has been issued. The MGIR that applies to any given contract will be shown on the contract schedule page. We will automatically reset the rate for the first quarter of the calendar year regardless of any threshold on the rates. During the other reviews, we will only move the MGIR if the MNR has moved at least 50 bps from our current MGIR. The current threshold level is 50 bps, this threshold level will remain between 0 and 50 bps. The company reserves the right to hold an MGIR higher than the MNR, if so desired. If the Fixed Account is not offered, "N/A" will be added to this section.

Initial EDCA Period

If available, the range for the number of months available for an Initial EDCA Period is from 3 months to 24 months. The EDCA rate will be determined by the company and will never be less than the MGIR. This item will not print if EDCA is not offered at time of application.

ANNUITY SERVICE OFFICE:

This address may vary depending on which distribution channel the contract was sold through or if our administrative offices move in the future.

ENDORSEMENTS AND RIDERS ATTACHED TO THIS CONTRACT:

Not all endorsements/riders listed will be attached to the contract as some riders are optional. Also, depending on the plan type chosen (Traditional IRA, Roth IRA) a different form will attach. We may offer other riders with this product in the future that have already been filed and approved with the state.