

State: Arkansas **Filing Company:** State Life Insurance Company
TOI/Sub-TOI: A05I Individual Annuities- Immediate Non-Variable/A05I.000 Annuities - Immediate Non-variable
Product Name: Immediate Care
Project Name/Number: Immediate Care/SA37

Filing at a Glance

Company: State Life Insurance Company
Product Name: Immediate Care
State: Arkansas
TOI: A05I Individual Annuities- Immediate Non-Variable
Sub-TOI: A05I.000 Annuities - Immediate Non-variable
Filing Type: Form
Date Submitted: 09/25/2012
SERFF Tr Num: AULD-128691086
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: SA37

Implementation: On Approval
Date Requested:
Author(s): Danita Ragland-Hatton, Kathy Roush
Reviewer(s): Linda Bird (primary)
Disposition Date: 10/09/2012
Disposition Status: Approved-Closed
Implementation Date:

State Filing Description:

State: Arkansas **Filing Company:** State Life Insurance Company
TOI/Sub-TOI: A05I Individual Annuities- Immediate Non-Variable/A05I.000 Annuities - Immediate Non-variable
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General Information

Project Name: Immediate Care Status of Filing in Domicile: Pending
Project Number: SA37 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: 10/09/2012
State Status Changed: 10/09/2012
Deemer Date: Created By: Danita Ragland-Hatton
Submitted By: Danita Ragland-Hatton Corresponding Filing Tracking Number:
Filing Description:
September 25, 2012

RE: The State Life Insurance Company
NAIC No: 69116
FEIN No.: 35-0684263
Policy Forms:
SA-37 Single Premium Immediate Annuity Contract
I-23767 Application for Individual Fixed Annuity
Actuarial Memorandum

Dear Sir or Madam:

We are submitting for your review and approval the above referenced forms.

SA-37 is a Single Premium Immediate Annuity Contract. This is a new contract and does not replace any contract currently in use by our company. The annuity options available are Installments for Life, Installments for Life with a Cash Refund at Death, Installments for a Guaranteed Period, Joint Life with a Survivor Benefit and Joint Life with a Guaranteed Period. An Annuity Payment Increase Option is an additional feature that is available. Our agents and brokers will sell this product to annuitants between the ages of 0 – 90.

I-23767 is the Application for Individual Fixed Annuity that will be used with this contract. This application will be used as a paper application and in an electronic process.

In accordance with the electronic transactions and signature laws, we will accept electronic signatures. The electronic document will look identical to the hard copy document which is printed and attached to the contract, as part of the entire contract provision. A traditional wet signature will continue to be accepted on the documents.

The above forms were written to be readable and easily understood by insured's. Form SA-37 has a flesch readability score of 51.5 and the application I-23767 has a flesch readability score of 50.1.

These forms do not contain any controversial or unusual items from normal company and industry standards. These forms have been submitted in final print, subject to typographical errors and any minor modifications in the paper stock, size, ink, border, company logo and adaptations due to computer production and printing.

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Thank you for your time and consideration in reviewing this submission. If you have any questions, please feel free to contact me.

Sincerely,

Kathy Roush
 Contract Analyst
 Corporate Compliance and Market Conduct
 OneAmerica companies
 Phone: 1-877-285-7837 extension 7027
 Fax: 317-285-5510
 Email: ProductCompliance.CorporateCompliance@oneamerica.c

Company and Contact

Filing Contact Information

Kathy Roush,
 One American Square 317-285-7027 [Phone]
 Indianapolis, IN 46206 317-285-5510 [FAX]

Filing Company Information

State Life Insurance Company CoCode: 69116 State of Domicile: Indiana
 One American Square Group Code: 619 Company Type:
 P.O. Box 406 Group Name: State ID Number:
 Indianapolis, IN 46206 FEIN Number: 35-0684263
 (877) 285-7660 ext. [Phone]

Filing Fees

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

Company	Amount	Date Processed	Transaction #
State Life Insurance Company	\$100.00	09/25/2012	63054424

SERFF Tracking #:

AULD-128691086

State Tracking #:

Company Tracking #:

SA37

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Product Name: Immediate Care
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Filing Company: State Life Insurance Company

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	10/09/2012	10/09/2012

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Linda Bird	10/03/2012	10/03/2012

Response Letters

Responded By	Created On	Date Submitted
Kathy Roush	10/08/2012	10/08/2012

State: Arkansas **Filing Company:** State Life Insurance Company
TOI/Sub-TOI: A05I Individual Annuities- Immediate Non-Variable/A05I.000 Annuities - Immediate Non-variable
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Project Name/Number: Immediate Care/SA37

Disposition

Disposition Date: 10/09/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document (revised)	AR Statement of Variability		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	Forms Submission Certification		Yes
Form (revised)	Single Premium Immediate Annuity Contract		Yes
Form	Single Premium Immediate Annuity Contract		Yes
Form	Application for Individual Fixed Annuity		Yes

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Product Name: Immediate Care
Project Name/Number: Immediate Care/SA37

Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	10/03/2012
Submitted Date	10/03/2012
Respond By Date	11/05/2012

Dear Kathy Roush,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

Comments:

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

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

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

Conclusion:

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

State: Arkansas **Filing Company:** State Life Insurance Company
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Project Name/Number: Immediate Care/SA37

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	10/08/2012
Submitted Date	10/08/2012

Dear Linda Bird,

Introduction:

This is our response to your Objection Letter dated October 3, 2012.

Response 1

Comments:

Objection 1:

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

Response:

The front page of the contract has been revised to include the information required. The Statement of Variability has also been revised.

Objection 2:

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

Response:

Issue procedures have been reviewed and we certify that we are in compliance with Regulation 49.

Objection 3:

Regulation 19 § 10B requires that a new or revised filing submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Response:

Included under Supporting Documentation is the required Forms Submission Certification in compliance with Regulation 19§ 10B.

Related Objection 1

SERFF Tracking #:

AULD-128691086

State Tracking #:

Company Tracking #:

SA37

State:

Arkansas

Filing Company:

State Life Insurance Company

TOI/Sub-TOI:

A05I Individual Annuities- Immediate Non-Variable/A05I.000 Annuities - Immediate Non-variable

Product Name:

Immediate Care

Project Name/Number:

Immediate Care/SA37

Comments:

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

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

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

Changed Items:

Supporting Document Schedule Item Changes
Satisfied -Name: AR Statement of Variability
Comment: Revised in response to Objection Letter dated October 3, 2012.
Satisfied -Name: Forms Submission Certification
Comment: Added in response to Objection Letter dated October 3, 2012.

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Form Schedule Item Changes							
Item No.	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments	Submitted
1	SA-37 (AR)	POL	Single Premium Immediate Annuity Contract	Revised AULD-128691086	51.500	AR SA-37 (AR) 10-08-12.pdf	Date Submitted: 10/08/2012 By: Kathy Roush
<i>Previous Version</i>							
1	SA-37	POL	Single Premium Immediate Annuity Contract	Initial	51.500	SA-37 State Life SPIA 09-19-12.pdf	Date Submitted: 10/08/2012 By: Kathy Roush

No Rate/Rule Schedule items changed.

Conclusion:

Thank you for your time and consideration in reviewing this submission. If you have any questions, please feel free to contact me.

Sincerely,
Kathy Roush

State: Arkansas

Filing Company: State Life Insurance Company

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Product Name: Immediate Care

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Form Schedule

Lead Form Number: SA37

Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
1		SA-37 (AR)	POL	Single Premium Immediate Annuity Contract	Revised: Replaced Form #: SA-37 Previous Filing #: AULD-128691086	51.500	AR SA-37 (AR) 10-08-12.pdf
2		I-23767	AEF	Application for Individual Fixed Annuity	Initial:	50.100	I-23767 09-14-12.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

The State Life Insurance Company
[One American Square, P.O. Box 406, Indianapolis, Indiana 46206
Telephone: 1-800-537-6442]

In this Contract, “You” and “Your” will refer to the Owner, and “We”, “Our” and “Us” will refer to The State Life Insurance Company, a stock company.

NOTICE OF 30-DAY RIGHT TO EXAMINE AND RETURN THIS CONTRACT

You may cancel this Contract by returning it to Us within thirty (30) days after the date You receive it if You are not satisfied for any reason. Return it by mail or deliver it to Us at the address shown above or to Your agent. It will be considered returned upon being postmarked, properly addressed and postage paid, upon a delivery service taking custody, or upon Your agent taking possession. The Contract will then be void from the start. Any Premium paid to Us will be refunded less any payments which have been made to You.

If You require any information or service with respect to this Contract, You may write to Our Individual Product Service Team at [P.O. Box 406, Indianapolis, IN 46206.] You may contact Us at Our toll-free number [1-800-537-6442] or on Our website [www.oneamerica.com.]

Your agent contact information is:

YOUR AGENT:	[John Wayne
PHONE:	(012) 345-6789
ADDRESS:	504 Maryland Street Big Lake, AR 72201]

Arkansas Insurance Department
[1200 West Third Street
Little Rock, AR 72201]
Telephone Number: [(501) 371-2640 or (800) 852-5494]

Signed as of the Contract Date on behalf of the State Life Insurance Company by

[



Secretary



President]

READ YOUR CONTRACT CAREFULLY

**SINGLE PREMIUM IMMEDIATE ANNUITY CONTRACT
ANNUITY PAYABLE BEGINNING ON THE ANNUITY DATE
PARTICIPATING – DIVIDENDS NOT GUARANTEED**

COPY OF APPLICATION ATTACHED

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Section 1: Contract Data Pages

Product Name:	[Immediate Care SPIA]
Tax Qualification:	[Non-Qualified]
Contract Number:	[000000001]
Contract Date:	[03/12/2012]
Single Premium Paid:	[\$100,000.00]
Premium Tax:	[0.00%]
Primary Annuitant:	[John Doe]
Primary Annuitant Issue Age and Sex:	[60 Male]
Secondary Annuitant:	[Jane Doe]
Secondary Annuitant Issue Age and Sex:	[65 Female]
Owner(s): [Joint Owner]	[John Doe] [123 Main Street Anytown, IN 46278]
Payee:	[Mary Doe]
State Insurance Department Telephone Number:	[800-123-4567]
Home Office:	The State Life Insurance Company [P.O. Box 406 Indianapolis, IN 46206]

Annuity Payment Data

Annuity Payment Option: [Joint Life with Survivor Benefit]

Annuity Date: [04/01/2012]

Annuity Payment Amount: [\$250.00]

Annuity Payment Amount for Joint Annuitants:

Before Death of an Annuitant, Total Annuity Payment Amount: [\$250.00]

Upon Death of an Annuitant, Annuity Payment Amount to Surviving Annuitant:

If Primary Annuitant Dies First, the Surviving Annuitant Receives: [\$166.67]

If Secondary Annuitant Dies First, the Surviving Annuitant Receives: [\$250.00]

(Upon the Death of an Annuitant, the first Annuitant to die will no longer receive Annuity Payments.)

Annuity Payment Mode: [Monthly]

Guaranteed Period: [10 Years]

Annuity Payment Increase Rate: [1.00%]

Cash Refund Percentage: [100% of Premium for 6 months from the Contract Date]

Commutation Interest Rate [5.3%]

Section 2: General Definitions

When We use the following words, this is what We mean:

Annuitant (and Joint Annuitant, if any). The person(s) upon whose age and life (or lives) the Annuity Payments are based as shown on the Contract Data Page.

Annuity Date. The date the Annuity Payments begin under the Contract. It is shown on the Contract Data Page.

Annuity Payments. A series of periodic payments made by Us under the Contract that begin on the Annuity Date. The Annuity Payment Option chosen is shown on the Contract Data Page.

Beneficiary(ies). The person(s) You have chosen to receive the remainder of any Annuity Payments due upon the death of an Annuitant in accordance with the provisions of the Contract.

Contract. This single premium immediate annuity Contract is a legal agreement between You, the Owner, and Us, the insurer.

Contract Date. The date this Contract is effective. Contract months, years, and anniversaries are measured from this date. The Contract Date is shown on the Contract Data Page.

Home Office. Our address from where payments under this Contract will be made and where any notice should be sent.

Owner (and Joint Owner, if any). The person(s) who retain all rights and privileges of this Contract and is named in Our records. The Owner may be someone other than an Annuitant.

Payee. The person or entity chosen by the Owner to receive the Annuity Payments under this Contract.

Premium. The amount paid to Us by or on behalf of the Owner to purchase the Contract.

We, Our, Us. The State Life Insurance Company.

You, Your. The Owner(s) of the Contract as shown in Our records.

Section 3: Annuity Payment Provisions

Benefit. This Contract provides periodic Annuity Payments under the Annuity Payment Option shown on the Contract Data Page. No life insurance is provided by this Contract.

Annuity Payments. Annuity Payments will be made under the Annuity Payment Option shown on the Contract Data Page. The terms and conditions for Annuity Payments under each available Annuity Payment Option are described in the Annuity Payment Options section below. The Annuity Payment Option You have chosen cannot be changed and You cannot change or add an Annuitant.

Joint Annuitants. When there is more than one Annuitant, one Annuitant will be designated as the Primary Annuitant and the other will be the Secondary Annuitant, based on the information provided on the application. Upon the death of the first Annuitant, the surviving Annuitant will receive the Annuity Payment Amount shown on the Contract Data Page.

Annuity Payment Increase Option. The Annuity Payment Increase Rate You have chosen is shown on the Contract Data Page. Unless You have chosen an Annuity Payment Increase Rate of 0%, Your Annuity Payments will increase by the Annuity Payment Increase Rate, compounded annually, on the anniversary of each Annuity Date, except the first.

ANNUITY PAYMENT OPTIONS

On the Annuity Date, We will begin Annuity Payments of the Annuity Payment Amount to the Payee according to the Annuity Payment Option and Annuity Payment Mode shown on the Contract Data Page. All payments under this Contract will be made from Our Home Office.

Option A: Installments for a Guaranteed Period. We will make payments for the Guaranteed Period shown on the Contract Data Page. If the Annuitant dies before the Guaranteed Period ends, payments will continue to the Beneficiary(ies) in the same manner and frequency until the end of the Guaranteed Period. If the Annuitant dies after the end of the Guaranteed Period, no further payments are due to the Beneficiary(ies). If the Annuitant is alive at the end of the Guaranteed Period, no additional payments will be made.

Option B: Installments for Life. We will make payments as long as the Annuitant is living. The final payment will be the one made immediately prior to the Annuitant's death. No additional payments will be made after the Annuitant dies.

Option C: Installments for Life with a Guaranteed Period. We will make payments as long as the Annuitant is living. If the Annuitant dies before the Guaranteed Period ends, payments will continue to the Beneficiary(ies) in the same manner and frequency until the end of the Guaranteed Period shown on the Contract Data Page. If the Annuitant dies after the end of the Guaranteed Period, no further payments are due to the Beneficiary(ies).

Option D: Installments for Life with a Cash Refund at Death. We will make payments as long as the Annuitant is living. A cash refund of the single premium paid for this Contract, subject to the following calculation, will be returned to the Beneficiary(ies) if the death of the Annuitant occurs within the time period shown on the Contract Data Page.

The amount of the cash refund is based on the cash refund percentage chosen at the time of application, the amounts of the Annuity Payments made prior to the death of the Annuitant, and the amount of time that has elapsed from the Contract Date to the date of the death of the Annuitant. The amount of the cash refund will be equal to:

(A) The single premium paid; multiplied by

(B) The cash refund percentage; less

(C) The sum of all Annuity Payments made.

If the amount of the refund is less than zero, or if the death of the Annuitant occurs after the conclusion of the time period shown on the Contract Data Page, no cash refund will be paid.

Option E: Joint Life with Survivor Benefit. We will make payments as long as either Annuitant is living. After one Annuitant dies, the surviving Annuitant receives a specified percentage of the Annuity Payment for as long as the surviving Annuitant is living. The Annuitant's designation (as Primary or Secondary) and payment percentages are determined at the time of application. The resulting Annuity Payment amount, based on these selections, is on the Contract Data Page. Annuity Payments stop on the date the last surviving Annuitant dies.

Option F: Joint Life with a Guaranteed Period. We will make payments as long as either Annuitant is living. The full Annuity Payment will be paid until the end of the Guaranteed Period. If both Annuitants are alive when the Guaranteed Period ends, the full Annuity Payment will continue to be paid. If an Annuitant dies during the Guaranteed Period and the other Annuitant is alive, the full Annuity Payment will continue to be made to the surviving Annuitant until the end of the Guaranteed Period. If both Annuitants die before the Guaranteed Period ends, payments will continue to the Beneficiary(ies) in the same manner and frequency until the end of the Guaranteed Period shown on the Contract Data Page.

If an Annuitant dies, the other Annuitant is alive, and the Guaranteed Period has ended, a specified percentage of the Annuity Payment amount will continue to be paid for as long as the surviving Annuitant is living. The Annuitant's designation (as Primary or Secondary) and payment percentages are determined at the time of application. The resulting Annuity Payment amount, based on these selections, is on the Contract Data Page. Annuity Payments stop on the date the last surviving Annuitant dies.

Option G: Additional options which We may make available.

Section 4: General Provisions

Assignment. While an Annuitant is living, You may assign or transfer all or specific rights of Your Contract to someone else. If you do, Your rights and those of any Beneficiary(ies) will be secondary to the rights of the assignee.

In order for You to assign this Contract, We must receive a signed and dated copy of the assignment in Our Home Office. Subject to Our acceptance, the assignment will take effect on the date the notice of assignment is signed, subject to any payments made or actions We take prior to receipt of this notice. We are not liable for the validity or effect of any assignments.

The written consent of any irrevocable Beneficiary is required before You can assign the payment of Proceeds.

Protection of Payments. No Payee shall have the right to commute any of the Annuity Payments. No Payee, other than the Owner, has the right to assign or encumber any of the Annuity Payments. All Annuity Payments will be exempt from the claims of creditors to the maximum extent permitted by law.

Dividends. This Contract is a participating Contract but it is anticipated that no dividends will be declared. The Company will annually ascertain and apportion any divisible surplus. As long as the Contract is in force, You will receive any dividends if declared by the Company for this type of Contract and the dividend will be paid to You in cash.

Misstatement of Age or Sex in the Application. If there is a misstatement of an Annuitant's age or sex in the application We will adjust the Annuity Payment to that which the premium paid would purchase at the correct age and sex.

Underpayments already made by Us will be made up in a lump sum with the next scheduled Annuity Payment. Overpayments made by Us will be deducted from future Annuity Payments until the total is repaid. We will credit interest on underpayments and charge interest on overpayments at an annual percentage rate of 1.0%.

Entire Contract. Your Contract is a legal Contract that You have entered into with Us. The Contract is issued in consideration of the application You completed and payment of the single premium. A copy of Your application is attached to and made part of this Contract.

This Contract along with any riders or amendments is the entire Contract between You and Us. Any change to Your Contract must be approved by Our President, Vice President or Secretary. Any change must be in writing. No agent, broker or employee has the authority to make any changes or waive any of the terms of Your Contract.

Evidence of Survival. When any payment under this Contract depends upon any person(s) being alive on a given date, We may require satisfactory proof that the person is alive before We make the payment, but not more than once in any twelve-month period. You and the Annuitant(s) must cooperate in Our efforts to obtain satisfactory proof.

Incontestability of the Contract. This Contract will be incontestable from the Contract Date, except in cases of fraud when permitted by applicable law in the state where the Contract is delivered or issued for delivery.

We rely on the statements You made in the application for this Contract as a basis for approving Your application. These statements, in the absence of fraud, are considered representations and not warranties. No statement other than those contained in the application will be used to void the Contract or defend a claim.

Notice. Any notice given under the provisions of this Contract will be sent to Your last known address and to any assignee of record.

Conformity with State Statutes. This Contract is subject to the laws of the state in which this Contract is delivered. We reserve the right to make any changes without your consent that are necessary to comply with any state statute, rule or regulation.

Section 5: Ownership

Owner. The Owner is shown on the Contract Data Page, unless changed in accordance with this provision. If You are the Owner and You are not an Annuitant, You may name a Joint Owner. If You die while an Annuitant is living, the Joint Owner assumes the Owner's rights. An Owner who is a non-natural person (for example, a corporation or a trust) may not name a Joint Owner.

If there is a Joint Owner, the term "Owner" as used in the Contract includes the Joint Owner named on the application, unless changed in accordance with this provision. If Joint Owners own the Contract, they must jointly exercise their ownership rights, unless We are directed otherwise in writing by both Joint Owners.

As the Owner, You are solely entitled to the following rights and privileges under this Contract. You may exercise these rights subject to the interests of any assignee or irrevocable Beneficiary. These rights and privileges end when the Contract ends:

- The right to receive the regular Annuity Payments from the Contract;
- The right to change the Beneficiary(ies) or Payee; and
- The right to change the Owner of the Contract.

Change of Ownership: You may transfer ownership of this Contract to a new Owner while an Annuitant is living. Notice of the change must be made in writing, signed, dated and sent to Our Home Office on a form We accept. The change will take effect on the date the notice of change is signed by the Owner, subject to any payments We make or other actions We take prior to receipt of this notice. We are not liable for any actions taken before receiving notice of the change.

A change of ownership does not affect the Beneficiary designation unless the new Owner elects to change the designated Beneficiary(ies), subject to an assignment or irrevocable Beneficiary designation.

Section 6. Beneficiary

The Beneficiary(ies) is the person(s) or entity named by the Owner to receive any remaining Annuity Payments due upon the death of an Annuitant. Beneficiaries are as named in the application unless later changed by You. You may name more than one Beneficiary.

The interest of the Beneficiary(ies) will be subject to:

- (A) Any assignment of this Contract which is binding on Us; and
- (B) Any Annuity Payment Option in effect at the death of the surviving Annuitant.

How to Change a Beneficiary. You may change the Beneficiary designation at any time during an Annuitant's life and while this Contract is in force by sending a written request signed and dated to Our Home Office. The request must be on a form We accept. However, if a Beneficiary designation is irrevocable, that irrevocable Beneficiary must consent in writing to any change.

Unless You specify otherwise, a change in Beneficiary designation is effective as of the date You signed the request of change, subject to any payments made or other actions taken by Us prior to receipt of the request. A new Beneficiary designation revokes any prior designation. We are not responsible for the validity of any Beneficiary designation.

Section 7. Death Provisions

Death of the Owner(s). If the Owner, who is not an Annuitant, dies before the Annuity Date, the Beneficiary may:

- (A) Receive one cash lump sum to be distributed within five (5) years of the death of the Owner; or
- (B) Annuitize the death proceeds over the lifetime of the Beneficiary; or
- (C) Annuitize the death proceeds over a period that does not exceed the life expectancy of the Beneficiary, as defined by the Internal Revenue Code.

If the Beneficiary is the surviving spouse of the Owner, he or she may elect to become the Owner under the Contract and to continue the Contract as his or her own. If no such election is made, the rules as outlined above will apply.

If the Owner, who may or may not be an Annuitant, dies on or after the Annuity Date and before the entire interest in the Contract is distributed, the remaining Annuity Payments due under the Contract, if any, will be distributed in the same manner and frequency (at least as rapidly) as under the method of distribution used before the Owner's death.

If a non-natural person is named as an Owner, then the primary Annuitant shall be treated as an Owner solely for the purposes of this section.

Death of Annuitant(s). If there are Annuity Payments remaining upon the death of the Annuitant (or surviving Annuitant for a Joint Annuitant option), We will continue these payments to the Beneficiary when We receive written notice and due proof of the Annuitant's death. These payments, as the death benefit, will be distributed to the Beneficiary in the same manner and frequency as the Annuity Payments were before the Annuitant's death, as described in the Annuity Payment Option.

Upon Death of the Beneficiary. The interest of a Beneficiary who dies before the surviving Annuitant(s) will pass to the surviving Beneficiaries equally unless You specify otherwise. If the Annuitant(s) and all named Beneficiaries die before the end of the stated Guaranteed Period, We will pay the remainder of any Annuity Payments to the Contingent Beneficiary. If any Beneficiary dies before or within 30 days of the death of an Annuitant, that Beneficiary's interest in the Contract will end.

Facility of Payment. If there is no named Beneficiary living at the time of death of the Owner/Annuitant, the remaining Annuity Payments shall be paid in equal shares to one of the following classes of persons, to the exclusion of the other classes, in the following order:

- To the Owner's spouse;
- To the Owner's surviving children, including adopted children;
- To the Owner's surviving grandchildren;
- To the Owner's surviving parents of the Owner;
- To the Owner's surviving brothers and sisters of the Owner; or
- To the Owner's estate.

Commuted Value. If any death proceeds are to be paid to an estate or a non-natural person, the payment will be the Commuted Value of the Annuity Payments due paid in one lump sum. A Beneficiary entitled to any death proceeds may also choose to receive the payment of the Commuted Value of the Annuity Payments as a lump sum. The Commuted Value will be at the Commutation Interest Rate shown on the Contract Data Page.

Proof of Death. Any payment due because of the death of an Annuitant or Owner will be paid when We receive written notice and proof of death. Proof of death must be submitted to the Home Office. The proper forms will be furnished upon request.

Notice of Annual Meeting of Members of American United Mutual Insurance Holding Company

Policyholders of The State Life Insurance Company, a stock subsidiary of American United Mutual Insurance Holding Company are members of American United Mutual Insurance Holding Company. The regular annual meeting of the members of American United Mutual Insurance Holding Company shall be held at its principal place of business on the third Thursday in February each year at ten o' clock A.M. local time or at such other location, place, or time as may be designated by the Board of Directors. The election of directors shall be held at the annual meeting.

**SINGLE PREMIUM IMMEDIATE ANNUITY CONTRACT
ANNUITY PAYABLE BEGINNING ON THE ANNUITY DATE
PARTICIPATING – DIVIDENDS NOT GUARANTEED**

5. Primary Beneficiary

Unless otherwise directed, the contract proceeds shall be divided equally among all persons who are named as primary beneficiary.

Please Select One:

Benefit Paid Equally Benefit % Designated (*benefit amounts completed below must total 100%*)

Any lawful children of the owner, per stirpes, which means that if any primary beneficiary is not living at the time a death benefit is payable, and that beneficiary has living children, those children shall receive, share and share alike, the share of the proceeds which their parent would have received if living. If no living children, then the deceased primary beneficiary's portion is payable to the remaining living primary beneficiary.

_____ Male Female % of Benefit: _____
Full Name or Name of Corporation or Trust

Social Security or Tax ID#: _____ Birthdate or Date of Trust (*Month-Day-Year*): _____

Resident Street Address: _____ Relationship to Owner: _____
City State Zip Code

_____ Male Female % of Benefit: _____
Full Name or Name of Corporation or Trust

Social Security or Tax ID#: _____ Birthdate or Date of Trust (*Month-Day-Year*): _____

Resident Street Address: _____ Relationship to Owner: _____
City State Zip Code

_____ Male Female % of Benefit: _____
Full Name or Name of Corporation or Trust

Social Security or Tax ID#: _____ Birthdate or Date of Trust (*Month-Day-Year*): _____

Resident Street Address: _____ Relationship to Owner: _____
City State Zip Code

6. Contingent Beneficiary (if no primary beneficiary is living)

Please Select One:

Benefit Paid Equally Benefit % Designated (*benefit amounts completed below must total 100%*)

Any lawful children of the owner, per stirpes, which means that if any contingent beneficiary is not living at the time a death benefit is payable, and that beneficiary has living children, those children shall receive, share and share alike, the share of the proceeds which their parent would have received if living. If no living children, then the deceased contingent beneficiary's portion is payable to the remaining living contingent beneficiary.

_____ Male Female % of Benefit: _____
Full Name or Name of Corporation or Trust

Social Security or Tax ID#: _____ Birthdate or Date of Trust (*Month-Day-Year*): _____

Resident Street Address: _____ Relationship to Owner: _____
City State Zip Code

_____ Male Female % of Benefit: _____
Full Name or Name of Corporation or Trust

Social Security or Tax ID#: _____ Birthdate or Date of Trust (*Month-Day-Year*): _____

Resident Street Address: _____ Relationship to Owner: _____
City State Zip Code

_____ Male Female % of Benefit: _____
Full Name or Name of Corporation or Trust

Social Security or Tax ID#: _____ Birthdate or Date of Trust (*Month-Day-Year*): _____

Resident Street Address: _____ Relationship to Owner: _____
City State Zip Code

7. Annuity Product Selection

IMMEDIATE ANNUITY

(EVIDENCE OF AGE must be submitted with all applications which include life or joint and survivor options.)

ImmediateCare Plus *(Include ImmediateCare Information Form, I-18739 and the signed HIPPA Authorization, I-18758.)*

- Installments for Life
 Installments for Life with a Cash Refund at Death
Cash Refund Percentage:
 100% for 6 months 100% for 12 months, 50% thereafter
 100% for 12 months 75% for 12 months, 50% thereafter
 Other: _____

ImmediateCare SPIA

- Installments for a Guaranteed Period of _____ *(6 Months to 30 Years)*
 Installments for Life
 Installments for Life with a Guaranteed Period of _____ *(6 Months to 30 Years)*
 Joint Life with Survivor Benefit
 Joint Life with a Guaranteed Period of _____ *(1 Year to 20 Years)*
For Joint Annuitants, Annuity Payments will continue to the Surviving Annuitant as selected below:
 Survivor Benefit: 50% 66 2/3% 75% 100%
Benefit to decrease upon death of:
 Either Annuitant, or
 Primary Annuitant
 Other: _____

OPTIONAL FEATURES:

- Annuity Payment Increase Option:** *(0% to 10%):* _____ %

PAYMENT INFORMATION:

Annuity Payment Date *(Date Annuity Payments Begin):* _____

Annuity Payment Amount: \$ _____

Annuity Payment Mode: *(\$100 per payment minimum)*

- Monthly Quarterly Semi-Annually Annually

Payments made by: Check EFT

If Electronic Funds Transfer (EFT):

Financial Institution Name: _____

Payee's Account#: _____ Routing Number#: _____

Type of Account: Checking Savings

Attach a blank voided check or deposit ticket from this account for verification of the routing and account numbers.

The Annuity Payments will be paid directly to the Owner, *(unless an alternate Payee is designated below):*

Payee: _____ Social Security or Tax ID#: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

7. Annuity Product Selection (continued)

Election of Withholding for SPIA Payments and/or Withdrawals

Payments and/or withdrawals from your annuity are considered income and may produce a taxable gain. You can elect to have no federal income tax withheld. Even if you elect not to have federal income tax withheld, you are liable for the taxable portion of these payments. You also may be subject to tax penalties under the estimated tax payment rules if your payments of estimated tax and withholding are not adequate. You have the right to revoke this election at any time. However, it will remain in effect until we are notified otherwise. Please contact the Home Office for information on state income tax withholding.

- I elect not to have federal income tax withheld, or
- I elect to have federal income tax withheld at a rate of 10% or _____% (attach W-4);
- Payments made: Net Gross

8. Type of Funding (IRS Classification)

- Non-qualified
- Qualified
- IRA Roth IRA SEP IRA SIMPLE IRA*
- Other _____

Please refer to Online Services or the Advanced Sales Department for requirements for the following plans:

- One401(k) 403(b) TDA* 457 Governmental Plan 457 Tax Exempt Employer Plan
- 401(k) 412 Pension/Profit Sharing

*Employer information is required:

Company Name: _____

Address: Street _____ City _____ State _____ Zip _____

9. Premium Information

Premium:

- Cash Amount \$ _____
- "60 day" rollover New IRA contribution tax year _____
- Amount \$ _____
- "60 day" rollover New IRA contribution tax year _____
- Direct Transfer or Direct Rollover – *please provide information as to the source of the money and include the original paperwork for us to send to the current carrier.*
- Direct transfer or direct rollover by original owner
- Spousal death claim qualified rollover
- Non-spousal inherited/stretch rollover (\$50,000 minimum)
1. Amount \$ _____ Current Carrier _____
- Current IRS Qualification Type _____ Account # _____
- If Employer Plan, Plan Name _____
2. Amount \$ _____ Current Carrier _____
- Current IRS Qualification Type _____ Account # _____
- If Employer Plan, Plan Name _____
- 1035 Exchange of Non-qualified Life Insurance or Annuity Contract
- Exchange of Non-qualified Life Insurance or Annuity Contract by original owner
- Intra-Enterprise non-spousal inherited/stretch non-qualified exchange (\$50,000 minimum)
1. Amount \$ _____ Current Insurance Company _____
- Account # _____
2. Amount \$ _____ Current Insurance Company _____
- Account # _____

10. Replacement Information

Do you have existing life insurance or annuity(ies) with this or any other company? Yes No
Will this annuity be replacing or changing any existing life insurance or annuity with this or any other company? Yes No
If money is coming from a qualified direct transfer/rollover, complete below:
Original contract IRS plan type: _____
List all life insurance or annuities in force on Proposed Annuitant:

a. Company Name	Policy No.	Amount	ADB	Year Issued	Replacement
_____	_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
_____	_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

b. Is an application for life insurance or annuity pending with this or any other company? Yes No
Company Name: _____ Amount \$ _____

Fraud Warning

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

Arkansas, District of Columbia

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 fines and confinement in prison.

California

For your protection California law requires the following to appear on this form. Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Delaware

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Substitute W-9 Certification

Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and**
- (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding and**
- (3) I am a U.S. citizen or other U.S. person (as defined in Form W-9 located at www.irs.gov)**

Check this box if you have been notified by the IRS that you are currently subject to withholding because of under reporting interest or dividend on your tax return.

THE INTERNAL REVENUE SERVICE DOES NOT REQUIRE YOUR CONSENT TO ANY PROVISION OF THIS DOCUMENT OTHER THAN THE CERTIFICATION REQUIRED TO AVOID BACKUP WITHHOLDING.

Electronic Funds Transfer Authorization

If I have selected a Single Premium Immediate Annuity and have authorized Electronic Funds Transfer in Section 7, my signature below authorizes The State Life Insurance Company (State Life) to deposit all contract payments due me into the account identified herein by Electronic Funds Transfer. I discharge State Life from any further liability for any payments deposited to my account under this authorization. I also authorize State Life to initiate corrections, if necessary, to any amounts credited to my account in error. I agree that any payment that State Life deposits to my account after my death or an annuitant's death shall be considered to be a payment made in error. I further agree that any such payments shall be returned to State Life by the financial institution if funds are available in my account or shall be returned to State Life by my estate or my heirs if the funds in my account are not sufficient to make the required correction. I understand that State Life may terminate its Electronic Funds Transfer services at any time and for any reason and may make contract payments by check instead. My election of Electronic Funds Transfer will remain in effect until State Life receives a written revocation from me in sufficient time to enable State Life to act on the written revocation (or until State Life discontinues its Electronic Funds Transfer service).

Signatures

I represent that I have read and understand all the statements and answers given in this application and that they are true and complete to the best of my knowledge and belief. I agree and understand that: a) any annuity issued will be based on the statements and answers given in this application and any amendments to it; b) no contract shall take effect unless and until this application is approved by the company at its Home Office while each proposed owner and annuitant is alive; c) no information will be considered to have been given to the company unless it is stated in the application; d) no producer has the authority to make or alter any contract for the company.

If this annuity is to fund a 403(b), I understand the restrictions on distributions from a 403(b) tax deferred annuity as set out in Section 403(b)(11) of the Internal Revenue Code.

Any annuity issued includes a Right to Examine provision which should be reviewed by the owner. Any questions should be directed to the company within the stated Right to Examine period.

Primary Annuitant Signature _____

Signed at (City, State) _____ Date _____

Secondary Annuitant Signature _____

Signed at (City, State) _____ Date _____

Owner Signature if other than Annuitant *(include title if applicable)* _____

Note: For IRAs, Owner and Annuitant must be the same person.

Signed at (City, State) _____ Date _____

Joint Owner Signature *(include title if applicable)* _____

Note: For IRAs, Owner and Annuitant must be the same person.

Signed at (City, State) _____ Date _____

Producer Statement/Signatures

Producer: To the best of your knowledge, does the proposed annuitant/owner have existing life insurance or annuity(ies) with this or any other company? Yes No

Producer: To the best of your knowledge, will the annuity applied for replace any existing insurance or annuity? Yes No

Producer Printed Name _____ Producer Signature _____

Producer Code _____ Share % _____ Date _____

Producer Printed Name _____ Producer Signature _____

Producer Code _____ Share % _____ Date _____

**Receipt for
Application for Individual Fixed Annuity**

Products and financial services provided by
The State Life Insurance Company
a ONEAMERICA® company
One American Square, P.O. Box 6062
Indianapolis, IN 46206-6062
1-800-537-6442



RECEIPT

(Owner retains receipt upon completion)

Received from _____ the sum of \$ _____
in connection with an annuity application submitted to The State Life Insurance Company.

Producer Printed Name

Producer Signature

Date

**ALL CHECKS MUST BE MADE PAYABLE TO THE STATE LIFE INSURANCE COMPANY®
DO NOT MAKE CHECKS PAYABLE TO A PRODUCER OR ANY OTHER ENTITY OR LEAVE PAYEE BLANK.**



*Products and financial services provided by
The State Life Insurance Company
a ONEAMERICA® company
One American Square, P.O. Box 6062
Indianapolis, IN 46206-6062
1-800-537-6442*

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SERFF Tracking #:

AULD-128691086

State Tracking #:**Company Tracking #:**

SA37

State: Arkansas
TOI/Sub-TOI: A05I Individual Annuities- Immediate Non-Variable/A05I.000 Annuities - Immediate Non-variable
Product Name: Immediate Care
Project Name/Number: Immediate Care/SA37

Filing Company: State Life Insurance Company

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
READ Cert.pdf			

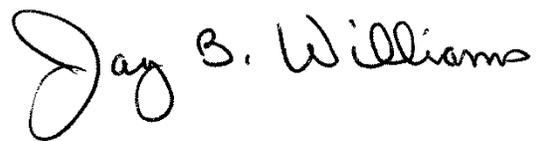
		Item Status:	Status Date:
Satisfied - Item:	AR Statement of Variability		
Comments:	Revised in response to Obection Letter dated October 3, 2012.		
Attachment(s):			
AR Stmt of Variability.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Forms Submission Certification		
Comments:	Added in response to Objection Letter dated October 3, 2012.		
Attachment(s):			
AR Forms Submission Cert.pdf			

CERTIFICATE OF READABILITY

I, Jay B. Williams, Vice President and Director of Compliance of The State Life Insurance Company, hereby certify that the following forms have the following readability scores as calculated by the Flesch Reading Ease Test and that these forms meet the reading ease requirements.

<u>FORMS</u>		<u>READABILITY SCORE</u>
SA-37	Single Premium Immediate Annuity Contract	51.5
I-23767	Application for Individual Fixed Annuity	50.1



September 20, 2012

Jay B. Williams
Vice President and Director of Compliance

THE STATE LIFE INSURANCE COMPANY
STATEMENT OF VARIABILITY – PAGE 1

FORM # SA-37 (AR)
SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

Page	Bracketed (Variable)	Range of Variables
Cover Page	Company address, mailing address, telephone number and email address.	Bracketed to permit us to change the address, telephone number and email address, if necessary.
Cover Page	Service address, telephone number and website address	Bracketed to permit us to change the address, telephone number and website address, if necessary.
Cover Page	Agent Information	Variable so the specific agent information will be populated for that customer.
Cover Page	State Insurance Department Information	Address and telephone numbers are variable the event these change.
Cover Page	Officer's Signatures	Bracketed to permit changes in the event new officers are elected.
3A	Product Name	Bracketed to allow the company to change the marketing name, if necessary.
3A	Tax Qualification	Tax qualifications will be either Non-Qualified, IRA, Roth IRA or any other qualified product type yet to be named.
3A	Contract Number	Each Contract will be assigned a unique contract number.
3A	Contract Date	Specific to each Contract based on date the Contract is effective.
3A	Single Premium Paid	Minimum: \$5,000 Maximum: \$1,000,000
3A	Premium Tax	Premium taxes are not currently charged. However, if we ever incur such taxes, we reserve the right to make a deduction from the Contract for the payment of the premium taxes assessed in connection with the Contract.
3A	Primary Annuitant, Primary Annuitant Issue Age and Sex.	Specific to each Contract.
3A	Secondary Annuitant, Secondary Annuitant Issue Age and Sex.	Specific to each Contract.
3A	Owner(s), Joint Owner	Specific to each Contract.
3A	Payee	Specific to each Contract.
3A	State Insurance Department Telephone Number:	Varies based on the state where the Contract delivered.
3A	Home Office Address	Bracketed to permit us to change the address, if necessary.

THE STATE LIFE INSURANCE COMPANY
STATEMENT OF VARIABILITY – PAGE 2

FORM # SA-37 (AR)
SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

Page	Bracketed (Variable)	Range of Variables
3B	Annuity Payment Data	
3B	Annuity Payment Option	Installments for a Guaranteed Period, Installments for Life, Installments for Life with a Guaranteed Period, Installments for Life with a Cash Refund at Death, Joint Life with Survivor Benefit, Joint Life with Guaranteed Period.
3B	Annuity Date	Specific to each Contract based on the date Annuity Payments begin.
3B	Annuity Payment Amount	Specific to each Contract.
3B	Annuity Payment Amount for Joint Annuitants	Specific to each Contract.
3B	Annuity Payment Mode	Monthly, Quarterly, Semi-Annual or Annual.
3B	Guaranteed Period	From 6 months to 30 years.
3B	Annuity Payment Increase Rate	From 1% to 10%.
3B	Cash Refund Percentage	100% for 12 months, 50% thereafter, 75% for 12 months, 50% thereafter, 100% for 6 months, 100% for 12 months, None
3B	Commutation Interest Rate	From 1% to 10%.

FORM # I-23767
APPLICATION FOR INDIVIDUAL FIXED ANNUITY

Page	Bracketed (Variable)	Range of Variables
1 and Last Page	The State Life Insurance Company address and telephone number.	Bracketed to permit us to change the address and telephone number, if necessary.
1 and Last Page	One America	Company logo has been bracketed in case it is changed.
3	Product Selection	Bracketed to allow the company to add other approved products when necessary.
4	Type of Funding (IRS Classification)	Bracketed to permit changes of product types, if necessary.
5	Fraud Warnings	Bracketed in case state laws dictate that language must be changed.

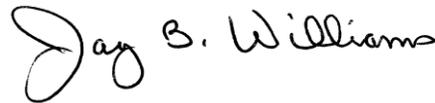
STATE OF ARKANSAS
FORMS SUBMISSION CERTIFICATION

Name and Address of Insurer The State Life Insurance Company
One American Square, P.O. Box 368
Indianapolis, IN 46206-0368

Submission: SA-37 (AR) Single Premium Immediate Annuity Contract
I-23767 Application for Individual Fixed Annuity

The company has reviewed the enclosed form(s) and certifies that, to the best of its knowledge and belief, each form submitted is consistent and complies with the provisions of Arkansas Regulation 19§10B as well as all applicable requirements of the Department.

Signature of an Officer of the Insurer



Jay B. Williams
Name (Print or Type)

Vice President and Director of Compliance
Title

October 8, 2012
Date

State: Arkansas **Filing Company:** State Life Insurance Company
TOI/Sub-TOI: A05I Individual Annuities- Immediate Non-Variable/A05I.000 Annuities - Immediate Non-variable
Product Name: Immediate Care
Project Name/Number: Immediate Care/SA37

Superceded 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)
09/25/2012	Form	Single Premium Immediate Annuity Contract	10/08/2012	SA-37 State Life SPIA 09-19-12.pdf (Superceded)
09/25/2012	Supporting Document	Statement of Variability	10/08/2012	Stmt of Variability.pdf (Superceded)

The State Life Insurance Company
[One American Square, P.O. Box 406, Indianapolis, Indiana 46206
Telephone: 1-800-537-6442]

In this Contract, “You” and “Your” will refer to the Owner, and “We”, “Our” and “Us” will refer to The State Life Insurance Company, a stock company.

If You require any information or service with respect to this Contract, You may write to Our Individual Product Service Team at [P.O. Box 406, Indianapolis, IN 46206.] You may contact Us at Our toll-free number [1-800-537-6442] or on Our website [www.oneamerica.com.]

NOTICE OF 30-DAY RIGHT TO EXAMINE AND RETURN THIS CONTRACT

You may cancel this Contract by returning it to Us within thirty (30) days after the date You receive it if You are not satisfied for any reason. Return it by mail or deliver it to Us at the address shown above or to Your agent. It will be considered returned upon being postmarked, properly addressed and postage paid, upon a delivery service taking custody, or upon Your agent taking possession. The Contract will then be void from the start. Any Premium paid to Us will be refunded less any payments which have been made to You.

Signed as of the Contract Date on behalf of the State Life Insurance Company by

[



Secretary



President]

READ YOUR CONTRACT CAREFULLY

**SINGLE PREMIUM IMMEDIATE ANNUITY CONTRACT
ANNUITY PAYABLE BEGINNING ON THE ANNUITY DATE
PARTICIPATING – DIVIDENDS NOT GUARANTEED**

COPY OF APPLICATION ATTACHED

Table of Contents

	SECTION
CONTRACT DATA PAGES	1
GENERAL DEFINITIONS	2
ANNUITY PAYMENT PROVISIONS	3
GENERAL PROVISIONS	4
OWNERSHIP	5
BENEFICIARY	6
DEATH PROVISIONS	7

Section 1: Contract Data Pages

Product Name:	[Immediate Care SPIA]
Tax Qualification:	[Non-Qualified]
Contract Number:	[000000001]
Contract Date:	[03/12/2012]
Single Premium Paid:	[\$100,000.00]
Premium Tax:	[0.00%]
Primary Annuitant:	[John Doe]
Primary Annuitant Issue Age and Sex:	[60 Male]
Secondary Annuitant:	[Jane Doe]
Secondary Annuitant Issue Age and Sex:	[65 Female]
Owner(s): [Joint Owner]	[John Doe] [123 Main Street Anytown, IN 46278]
Payee:	[Mary Doe]
State Insurance Department Telephone Number:	[800-123-4567]
Home Office:	The State Life Insurance Company [P.O. Box 406 Indianapolis, IN 46206]

Annuity Payment Data

Annuity Payment Option:	[Joint Life with Survivor Benefit]
Annuity Date:	[04/01/2012]
Annuity Payment Amount:	[\$250.00]
Annuity Payment Amount for Joint Annuitants:	
Before Death of an Annuitant, Total Annuity Payment Amount:	[\$250.00]
Upon Death of an Annuitant, Annuity Payment Amount to Surviving Annuitant:	
If Primary Annuitant Dies First, the Surviving Annuitant Receives:	[\$166.67]
If Secondary Annuitant Dies First, the Surviving Annuitant Receives:	[\$250.00]
<i>(Upon the Death of an Annuitant, the first Annuitant to die will no longer receive Annuity Payments.)</i>	
Annuity Payment Mode:	[Monthly]
Guaranteed Period:	[10 Years]
Annuity Payment Increase Rate:	[1.00%]
Cash Refund Percentage:	[100% of Premium for 6 months from the Contract Date]
Commutation Interest Rate	[5.3%]

Section 2: General Definitions

When We use the following words, this is what We mean:

Annuitant (and Joint Annuitant, if any). The person(s) upon whose age and life (or lives) the Annuity Payments are based as shown on the Contract Data Page.

Annuity Date. The date the Annuity Payments begin under the Contract. It is shown on the Contract Data Page.

Annuity Payments. A series of periodic payments made by Us under the Contract that begin on the Annuity Date. The Annuity Payment Option chosen is shown on the Contract Data Page.

Beneficiary(ies). The person(s) You have chosen to receive the remainder of any Annuity Payments due upon the death of an Annuitant in accordance with the provisions of the Contract.

Contract. This single premium immediate annuity Contract is a legal agreement between You, the Owner, and Us, the insurer.

Contract Date. The date this Contract is effective. Contract months, years, and anniversaries are measured from this date. The Contract Date is shown on the Contract Data Page.

Home Office. Our address from where payments under this Contract will be made and where any notice should be sent.

Owner (and Joint Owner, if any). The person(s) who retain all rights and privileges of this Contract and is named in Our records. The Owner may be someone other than an Annuitant.

Payee. The person or entity chosen by the Owner to receive the Annuity Payments under this Contract.

Premium. The amount paid to Us by or on behalf of the Owner to purchase the Contract.

We, Our, Us. The State Life Insurance Company.

You, Your. The Owner(s) of the Contract as shown in Our records.

Section 3: Annuity Payment Provisions

Benefit. This Contract provides periodic Annuity Payments under the Annuity Payment Option shown on the Contract Data Page. No life insurance is provided by this Contract.

Annuity Payments. Annuity Payments will be made under the Annuity Payment Option shown on the Contract Data Page. The terms and conditions for Annuity Payments under each available Annuity Payment Option are described in the Annuity Payment Options section below. The Annuity Payment Option You have chosen cannot be changed and You cannot change or add an Annuitant.

Joint Annuitants. When there is more than one Annuitant, one Annuitant will be designated as the Primary Annuitant and the other will be the Secondary Annuitant, based on the information provided on the application. Upon the death of the first Annuitant, the surviving Annuitant will receive the Annuity Payment Amount shown on the Contract Data Page.

Annuity Payment Increase Option. The Annuity Payment Increase Rate You have chosen is shown on the Contract Data Page. Unless You have chosen an Annuity Payment Increase Rate of 0%, Your Annuity Payments will increase by the Annuity Payment Increase Rate, compounded annually, on the anniversary of each Annuity Date, except the first.

ANNUITY PAYMENT OPTIONS

On the Annuity Date, We will begin Annuity Payments of the Annuity Payment Amount to the Payee according to the Annuity Payment Option and Annuity Payment Mode shown on the Contract Data Page. All payments under this Contract will be made from Our Home Office.

Option A: Installments for a Guaranteed Period. We will make payments for the Guaranteed Period shown on the Contract Data Page. If the Annuitant dies before the Guaranteed Period ends, payments will continue to the Beneficiary(ies) in the same manner and frequency until the end of the Guaranteed Period. If the Annuitant dies after the end of the Guaranteed Period, no further payments are due to the Beneficiary(ies). If the Annuitant is alive at the end of the Guaranteed Period, no additional payments will be made.

Option B: Installments for Life. We will make payments as long as the Annuitant is living. The final payment will be the one made immediately prior to the Annuitant's death. No additional payments will be made after the Annuitant dies.

Option C: Installments for Life with a Guaranteed Period. We will make payments as long as the Annuitant is living. If the Annuitant dies before the Guaranteed Period ends, payments will continue to the Beneficiary(ies) in the same manner and frequency until the end of the Guaranteed Period shown on the Contract Data Page. If the Annuitant dies after the end of the Guaranteed Period, no further payments are due to the Beneficiary(ies).

Option D: Installments for Life with a Cash Refund at Death. We will make payments as long as the Annuitant is living. A cash refund of the single premium paid for this Contract, subject to the following calculation, will be returned to the Beneficiary(ies) if the death of the Annuitant occurs within the time period shown on the Contract Data Page.

The amount of the cash refund is based on the cash refund percentage chosen at the time of application, the amounts of the Annuity Payments made prior to the death of the Annuitant, and the amount of time that has elapsed from the Contract Date to the date of the death of the Annuitant. The amount of the cash refund will be equal to:

(A) The single premium paid; multiplied by

(B) The cash refund percentage; less

(C) The sum of all Annuity Payments made.

If the amount of the refund is less than zero, or if the death of the Annuitant occurs after the conclusion of the time period shown on the Contract Data Page, no cash refund will be paid.

Option E: Joint Life with Survivor Benefit. We will make payments as long as either Annuitant is living. After one Annuitant dies, the surviving Annuitant receives a specified percentage of the Annuity Payment for as long as the surviving Annuitant is living. The Annuitant's designation (as Primary or Secondary) and payment percentages are determined at the time of application. The resulting Annuity Payment amount, based on these selections, is on the Contract Data Page. Annuity Payments stop on the date the last surviving Annuitant dies.

Option F: Joint Life with a Guaranteed Period. We will make payments as long as either Annuitant is living. The full Annuity Payment will be paid until the end of the Guaranteed Period. If both Annuitants are alive when the Guaranteed Period ends, the full Annuity Payment will continue to be paid. If an Annuitant dies during the Guaranteed Period and the other Annuitant is alive, the full Annuity Payment will continue to be made to the surviving Annuitant until the end of the Guaranteed Period. If both Annuitants die before the Guaranteed Period ends, payments will continue to the Beneficiary(ies) in the same manner and frequency until the end of the Guaranteed Period shown on the Contract Data Page.

If an Annuitant dies, the other Annuitant is alive, and the Guaranteed Period has ended, a specified percentage of the Annuity Payment amount will continue to be paid for as long as the surviving Annuitant is living. The Annuitant's designation (as Primary or Secondary) and payment percentages are determined at the time of application. The resulting Annuity Payment amount, based on these selections, is on the Contract Data Page. Annuity Payments stop on the date the last surviving Annuitant dies.

Option G: Additional options which We may make available.

Section 4: General Provisions

Assignment. While an Annuitant is living, You may assign or transfer all or specific rights of Your Contract to someone else. If you do, Your rights and those of any Beneficiary(ies) will be secondary to the rights of the assignee.

In order for You to assign this Contract, We must receive a signed and dated copy of the assignment in Our Home Office. Subject to Our acceptance, the assignment will take effect on the date the notice of assignment is signed, subject to any payments made or actions We take prior to receipt of this notice. We are not liable for the validity or effect of any assignments.

The written consent of any irrevocable Beneficiary is required before You can assign the payment of Proceeds.

Protection of Payments. No Payee shall have the right to commute any of the Annuity Payments. No Payee, other than the Owner, has the right to assign or encumber any of the Annuity Payments. All Annuity Payments will be exempt from the claims of creditors to the maximum extent permitted by law.

Dividends. This Contract is a participating Contract but it is anticipated that no dividends will be declared. The Company will annually ascertain and apportion any divisible surplus. As long as the Contract is in force, You will receive any dividends if declared by the Company for this type of Contract and the dividend will be paid to You in cash.

Misstatement of Age or Sex in the Application. If there is a misstatement of an Annuitant's age or sex in the application We will adjust the Annuity Payment to that which the premium paid would purchase at the correct age and sex.

Underpayments already made by Us will be made up in a lump sum with the next scheduled Annuity Payment. Overpayments made by Us will be deducted from future Annuity Payments until the total is repaid. We will credit interest on underpayments and charge interest on overpayments at an annual percentage rate of 1.0%.

Entire Contract. Your Contract is a legal Contract that You have entered into with Us. The Contract is issued in consideration of the application You completed and payment of the single premium. A copy of Your application is attached to and made part of this Contract.

This Contract along with any riders or amendments is the entire Contract between You and Us. Any change to Your Contract must be approved by Our President, Vice President or Secretary. Any change must be in writing. No agent, broker or employee has the authority to make any changes or waive any of the terms of Your Contract.

Evidence of Survival. When any payment under this Contract depends upon any person(s) being alive on a given date, We may require satisfactory proof that the person is alive before We make the payment, but not more than once in any twelve-month period. You and the Annuitant(s) must cooperate in Our efforts to obtain satisfactory proof.

Incontestability of the Contract. This Contract will be incontestable from the Contract Date, except in cases of fraud when permitted by applicable law in the state where the Contract is delivered or issued for delivery.

We rely on the statements You made in the application for this Contract as a basis for approving Your application. These statements, in the absence of fraud, are considered representations and not warranties. No statement other than those contained in the application will be used to void the Contract or defend a claim.

Notice. Any notice given under the provisions of this Contract will be sent to Your last known address and to any assignee of record.

Conformity with State Statutes. This Contract is subject to the laws of the state in which this Contract is delivered. We reserve the right to make any changes without your consent that are necessary to comply with any state statute, rule or regulation.

Section 5: Ownership

Owner. The Owner is shown on the Contract Data Page, unless changed in accordance with this provision. If You are the Owner and You are not an Annuitant, You may name a Joint Owner. If You die while an Annuitant is living, the Joint Owner assumes the Owner's rights. An Owner who is a non-natural person (for example, a corporation or a trust) may not name a Joint Owner.

If there is a Joint Owner, the term "Owner" as used in the Contract includes the Joint Owner named on the application, unless changed in accordance with this provision. If Joint Owners own the Contract, they must jointly exercise their ownership rights, unless We are directed otherwise in writing by both Joint Owners.

As the Owner, You are solely entitled to the following rights and privileges under this Contract. You may exercise these rights subject to the interests of any assignee or irrevocable Beneficiary. These rights and privileges end when the Contract ends:

- The right to receive the regular Annuity Payments from the Contract;
- The right to change the Beneficiary(ies) or Payee; and
- The right to change the Owner of the Contract.

Change of Ownership: You may transfer ownership of this Contract to a new Owner while an Annuitant is living. Notice of the change must be made in writing, signed, dated and sent to Our Home Office on a form We accept. The change will take effect on the date the notice of change is signed by the Owner, subject to any payments We make or other actions We take prior to receipt of this notice. We are not liable for any actions taken before receiving notice of the change.

A change of ownership does not affect the Beneficiary designation unless the new Owner elects to change the designated Beneficiary(ies), subject to an assignment or irrevocable Beneficiary designation.

Section 6. Beneficiary

The Beneficiary(ies) is the person(s) or entity named by the Owner to receive any remaining Annuity Payments due upon the death of an Annuitant. Beneficiaries are as named in the application unless later changed by You. You may name more than one Beneficiary.

The interest of the Beneficiary(ies) will be subject to:

- (A) Any assignment of this Contract which is binding on Us; and
- (B) Any Annuity Payment Option in effect at the death of the surviving Annuitant.

How to Change a Beneficiary. You may change the Beneficiary designation at any time during an Annuitant's life and while this Contract is in force by sending a written request signed and dated to Our Home Office. The request must be on a form We accept. However, if a Beneficiary designation is irrevocable, that irrevocable Beneficiary must consent in writing to any change.

Unless You specify otherwise, a change in Beneficiary designation is effective as of the date You signed the request of change, subject to any payments made or other actions taken by Us prior to receipt of the request. A new Beneficiary designation revokes any prior designation. We are not responsible for the validity of any Beneficiary designation.

Section 7. Death Provisions

Death of the Owner(s). If the Owner, who is not an Annuitant, dies before the Annuity Date, the Beneficiary may:

- (A) Receive one cash lump sum to be distributed within five (5) years of the death of the Owner; or
- (B) Annuitize the death proceeds over the lifetime of the Beneficiary; or
- (C) Annuitize the death proceeds over a period that does not exceed the life expectancy of the Beneficiary, as defined by the Internal Revenue Code.

If the Beneficiary is the surviving spouse of the Owner, he or she may elect to become the Owner under the Contract and to continue the Contract as his or her own. If no such election is made, the rules as outlined above will apply.

If the Owner, who may or may not be an Annuitant, dies on or after the Annuity Date and before the entire interest in the Contract is distributed, the remaining Annuity Payments due under the Contract, if any, will be distributed in the same manner and frequency (at least as rapidly) as under the method of distribution used before the Owner's death.

If a non-natural person is named as an Owner, then the primary Annuitant shall be treated as an Owner solely for the purposes of this section.

Death of Annuitant(s). If there are Annuity Payments remaining upon the death of the Annuitant (or surviving Annuitant for a Joint Annuitant option), We will continue these payments to the Beneficiary when We receive written notice and due proof of the Annuitant's death. These payments, as the death benefit, will be distributed to the Beneficiary in the same manner and frequency as the Annuity Payments were before the Annuitant's death, as described in the Annuity Payment Option.

Upon Death of the Beneficiary. The interest of a Beneficiary who dies before the surviving Annuitant(s) will pass to the surviving Beneficiaries equally unless You specify otherwise. If the Annuitant(s) and all named Beneficiaries die before the end of the stated Guaranteed Period, We will pay the remainder of any Annuity Payments to the Contingent Beneficiary. If any Beneficiary dies before or within 30 days of the death of an Annuitant, that Beneficiary's interest in the Contract will end.

Facility of Payment. If there is no named Beneficiary living at the time of death of the Owner/Annuitant, the remaining Annuity Payments shall be paid in equal shares to one of the following classes of persons, to the exclusion of the other classes, in the following order:

- To the Owner's spouse;
- To the Owner's surviving children, including adopted children;
- To the Owner's surviving grandchildren;
- To the Owner's surviving parents of the Owner;
- To the Owner's surviving brothers and sisters of the Owner; or
- To the Owner's estate.

Commuted Value. If any death proceeds are to be paid to an estate or a non-natural person, the payment will be the Commuted Value of the Annuity Payments due paid in one lump sum. A Beneficiary entitled to any death proceeds may also choose to receive the payment of the Commuted Value of the Annuity Payments as a lump sum. The Commuted Value will be at the Commutation Interest Rate shown on the Contract Data Page.

Proof of Death. Any payment due because of the death of an Annuitant or Owner will be paid when We receive written notice and proof of death. Proof of death must be submitted to the Home Office. The proper forms will be furnished upon request.

Notice of Annual Meeting of Members of American United Mutual Insurance Holding Company

Policyholders of The State Life Insurance Company, a stock subsidiary of American United Mutual Insurance Holding Company are members of American United Mutual Insurance Holding Company. The regular annual meeting of the members of American United Mutual Insurance Holding Company shall be held at its principal place of business on the third Thursday in February each year at ten o' clock A.M. local time or at such other location, place, or time as may be designated by the Board of Directors. The election of directors shall be held at the annual meeting.

**SINGLE PREMIUM IMMEDIATE ANNUITY CONTRACT
ANNUITY PAYABLE BEGINNING ON THE ANNUITY DATE
PARTICIPATING – DIVIDENDS NOT GUARANTEED**

THE STATE LIFE INSURANCE COMPANY
STATEMENT OF VARIABILITY – PAGE 1

FORM # SA-37
SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

Page	Bracketed (Variable)	Range of Variables
Cover Page	Company address, mailing address, telephone number and email address.	Bracketed to permit us to change the address, telephone number and email address, if necessary.
Cover Page	Officer's Signatures	Bracketed to permit changes in the event new officers are elected.
3A	Product Name	Bracketed to allow the company to change the marketing name, if necessary.
3A	Tax Qualification	Tax qualifications will be either Non-Qualified, IRA, Roth IRA or any other qualified product type yet to be named.
3A	Contract Number	Each Contract will be assigned a unique contract number.
3A	Contract Date	Specific to each Contract based on date the Contract is effective.
3A	Single Premium Paid	Minimum: \$5,000 Maximum: \$1,000,000
3A	Premium Tax	Premium taxes are not currently charged. However, if we ever incur such taxes, we reserve the right to make a deduction from the Contract for the payment of the premium taxes assessed in connection with the Contract.
3A	Primary Annuitant, Primary Annuitant Issue Age and Sex.	Specific to each Contract.
3A	Secondary Annuitant, Secondary Annuitant Issue Age and Sex.	Specific to each Contract.
3A	Owner(s), Joint Owner	Specific to each Contract.
3A	Payee	Specific to each Contract.
3A	State Insurance Department Telephone Number:	Varies based on the state where the Contract delivered.
3A	Home Office Address	Bracketed to permit us to change the address, if necessary.

THE STATE LIFE INSURANCE COMPANY
STATEMENT OF VARIABILITY – PAGE 2

FORM # SA-37
SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

Page	Bracketed (Variable)	Range of Variables
3B	Annuity Payment Data	
3B	Annuity Payment Option	Installments for a Guaranteed Period, Installments for Life, Installments for Life with a Guaranteed Period, Installments for Life with a Cash Refund at Death, Joint Life with Survivor Benefit, Joint Life with Guaranteed Period.
3B	Annuity Date	Specific to each Contract based on the date Annuity Payments begin.
3B	Annuity Payment Amount	Specific to each Contract.
3B	Annuity Payment Amount for Joint Annuitants	Specific to each Contract.
3B	Annuity Payment Mode	Monthly, Quarterly, Semi-Annual or Annual.
3B	Guaranteed Period	From 6 months to 30 years.
3B	Annuity Payment Increase Rate	From 1% to 10%.
3B	Cash Refund Percentage	100% for 12 months, 50% thereafter, 75% for 12 months, 50% thereafter, 100% for 6 months, 100% for 12 months, None
3B	Commutation Interest Rate	From 1% to 10%.

FORM # I-23767
APPLICATION FOR INDIVIDUAL FIXED ANNUITY

Page	Bracketed (Variable)	Range of Variables
1 and Last Page	The State Life Insurance Company address and telephone number.	Bracketed to permit us to change the address and telephone number, if necessary.
1 and Last Page	One America	Company logo has been bracketed in case it is changed.
3	Product Selection	Bracketed to allow the company to add other approved products when necessary.
4	Type of Funding (IRS Classification)	Bracketed to permit changes of product types, if necessary.
5	Fraud Warnings	Bracketed in case state laws dictate that language must be changed.