

**State:** Arkansas **Filing Company:** Forethought Life Insurance Company  
**TOI/Sub-TOI:** A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium  
**Product Name:** FA2003BSPDAX-02 - SPDA  
**Project Name/Number:** FA2003BSPDAX-02 - 115 GMIR /FA2003BSPDAX-02

## Filing at a Glance

Company: Forethought Life Insurance Company  
Product Name: FA2003BSPDAX-02 - SPDA  
State: Arkansas  
TOI: A021 Individual Annuities- Deferred Non-Variable  
Sub-TOI: A021.003 Single Premium  
Filing Type: Form  
Date Submitted: 11/14/2012  
SERFF Tr Num: FRTH-128767357  
SERFF Status: Closed-Approved-Closed  
State Tr Num:  
State Status: Approved-Closed  
Co Tr Num: FA2003BSPDAX-02 - 115 GMIR  
  
Implementation: On Approval  
Date Requested:  
Author(s): Kasey Poettker  
Reviewer(s): Linda Bird (primary)  
Disposition Date: 11/27/2012  
Disposition Status: Approved-Closed  
Implementation Date:  
  
State Filing Description:

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## General Information

Project Name: FA2003BSPDAX-02 - 115 GMIR

Project Number: FA2003BSPDAX-02

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Deemer Date:

Submitted By: Kasey Poettker

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 11/27/2012

State Status Changed: 11/27/2012

Created By: Kasey Poettker

Corresponding Filing Tracking Number:

### Filing Description:

Please accept for review the Annuity policy forms attached under the Forms Schedule Tab. These revisions will allow Forethought to have more flexibility regarding the Guaranteed Minimum Interest Rate for the Single Premium Deferred Annuity product, FA2001SPDAX-01. This product was approved by your department under SERFF tracking #FRTH-126433434 ON 1/15/2010.

Also, we would like to use with this product, the Market Value Adjustment Endorsement, FA4058-01, that has been approved under SERFF tracking #FRTH-127064733 on 3/11/2011.

We have enclosed Actuarial Memoranda which provide additional information for the attached policy forms. The bracketed items are variable and may be modified on a non-discriminatory basis. A Statement of Variability describing the bracketing parameters has been enclosed for each form.

Also attached is the supporting documentation required, including red-line versions showing the revisions.

To the best of my knowledge and belief, these forms comply with the requirements of your state. Any required certification and/or fees are attached to or otherwise associated with this filing. Since our printers use various fonts and layouts, we reserve the right to format the pages to conform to the printer's requirements. No change in language or reduction in font size will occur, only a possible page break, or renumbering of a page.

If you have any questions regarding this submission please contact me via SERFF, or call direct at 1-800-648-0075 ext. 6748. We look forward to receiving your approval of these forms.

Sincerely,

Kasey Poettker  
Senior Compliance Analyst  
Forethought Life Insurance Company

## Company and Contact

### Filing Contact Information

Kasey Poettker, Compliance Analyst  
1 Forethought Center  
Batesville, IN 47006

kasey\_poettker@forethought.com  
812-933-6748 [Phone]  
812-933-6348 [FAX]

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**Filing Company Information**

Forethought Life Insurance Company	CoCode: 91642	State of Domicile: Indiana
300 North Meridian Street	Group Code: 1266	Company Type: Insurance
Suite 1800	Group Name:	State ID Number:
Indianapolis, IN 47204	FEIN Number: 06-1016329	
(317) 223-2700 ext. [Phone]		

**Filing Fees**

Fee Required? Yes  
 Fee Amount: \$200.00  
 Retaliatory? No  
 Fee Explanation: \$50.00 per form  
 Per Company: No

Company	Amount	Date Processed	Transaction #
Forethought Life Insurance Company	\$200.00	11/14/2012	64911121

SERFF Tracking #:

FRTH-128767357

State Tracking #:

Company Tracking #:

FA2003BSPDAX-02 - 115 GMIR

State:

Arkansas

Filing Company:

Forethought Life Insurance Company

TOI/Sub-TOI:

A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium

Product Name:

FA2003BSPDAX-02 - SPDA

Project Name/Number:

FA2003BSPDAX-02 - 115 GMIR /FA2003BSPDAX-02

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	11/27/2012	11/27/2012

**State:** Arkansas **Filing Company:** Forethought Life Insurance Company  
**TOI/Sub-TOI:** A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium  
**Product Name:** FA2003BSPDAX-02 - SPDA  
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## Disposition

Disposition Date: 11/27/2012

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		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Red-Line Application and Disclosure Statement		Yes
Supporting Document	Statement of Variability		Yes
Form	Contract Data Page		Yes
Form	Contract Data Page		Yes
Form	Contract Data Page		Yes
Form	Disclosure Statement		Yes

State: Arkansas

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Forethought Life Insurance Company

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## Form Schedule

### Lead Form Number: FA2003BSPDAX-02

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Contract Data Page	FA2003BSPDAX-02	SCH	Initial		95.000	FA2003BSPDAX-01 Index 115 Contract Data Pages 11_06_12 clean 1.pdf
2		Contract Data Page	FA2003CSPDAX-02	SCH	Initial		95.000	FA2003CSPDAX-01 Index 115 Contract Data Pages 11_06_12 clean 2.pdf
3		Contract Data Page	FA2003DSPDAX-02	SCH	Initial		95.000	FA2003DSPDAX-01 Index 115 Contract Data Pages 11_06_12 clean 3.pdf
4		Disclosure Statement	FA5065SPDAX-02	OTH	Initial		51.900	FA5065SPDAX-02 Income 115 Disclosure Statement - Indexed rev 11_09_12 clean.pdf

### Form Type Legend:

<b>ADV</b>	Advertising	<b>AEF</b>	Application/Enrollment Form
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**SERFF Tracking #:**

FRTH-128767357

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

FA2003BSPDAX-02 - 115 GMIR

**State:**

Arkansas

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

STRATEGY(IES) AND PREMIUM ALLOCATIONS SELECTED:

FIXED ACCOUNT STRATEGIES

1-YEAR FIXED ACCOUNT STRATEGY:

ALLOCATED PREMIUM: (\$250,000.00)  
ALLOCATION PERCENTAGE: (100.00%)  
STRATEGY TERM: 1 Year  
INITIAL ANNUAL INTEREST RATE: (2.50%)  
{INTEREST RATE BONUS\*: (0.50%)  
\* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy and applies to the first Contract Year only.}  
MINIMUM ANNUAL INTEREST RATE: [1.00%]

{2-YEAR FIXED ACCOUNT STRATEGY:

ALLOCATED PREMIUM: (\$0.00)  
ALLOCATION PERCENTAGE: (0.00%)  
STRATEGY TERM: 2 Years  
STRATEGY END YEAR: (2nd) Year  
INITIAL ANNUAL INTEREST RATE: (2.50%)  
{INTEREST RATE BONUS\*: (0.50%)  
\* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy and applies to the first Contract Year only.}  
MINIMUM ANNUAL INTEREST RATE: [1.00%]

}

{3-YEAR FIXED ACCOUNT STRATEGY:

ALLOCATED PREMIUM: (\$0.00)  
ALLOCATION PERCENTAGE: (0.00%)  
STRATEGY TERM: 3 Years  
STRATEGY END YEAR: (3<sup>rd</sup>) Year  
INITIAL ANNUAL INTEREST RATE: (2.50%)  
{INTEREST RATE BONUS\*: (0.50%)  
\* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy and applies to the first Contract Year only.}  
MINIMUM ANNUAL INTEREST RATE: [1.00%]

}

{4-YEAR FIXED ACCOUNT STRATEGY:

ALLOCATED PREMIUM: (\$0.00)  
ALLOCATION PERCENTAGE: (0.00%)  
STRATEGY TERM: 4 Years  
STRATEGY END YEAR: (4<sup>th</sup>) Year  
INITIAL ANNUAL INTEREST RATE: (2.50%)  
{INTEREST RATE BONUS\*: (0.50%)  
\* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy and applies to the first Contract Year only.}  
MINIMUM ANNUAL INTEREST RATE: [1.00%]

}

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**{5-YEAR FIXED ACCOUNT STRATEGY:**

ALLOCATED PREMIUM: (\$0.00)  
ALLOCATION PERCENTAGE: (0.00%)  
STRATEGY TERM: 5 Years  
STRATEGY END YEAR: (5<sup>th</sup>) Year  
INITIAL ANNUAL INTEREST RATE: (2.50%)  
{INTEREST RATE BONUS\*: (0.50%)  
\* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy and applies to the first Contract Year only.}  
MINIMUM ANNUAL INTEREST RATE: [1.00%]

}

**{7-YEAR FIXED ACCOUNT STRATEGY:**

ALLOCATED PREMIUM: (\$0.00)  
ALLOCATION PERCENTAGE: (0.00%)  
STRATEGY TERM: 7 Years  
STRATEGY END YEAR: (7<sup>th</sup>) Year  
INITIAL ANNUAL INTEREST RATE: (2.50%)  
{INTEREST RATE BONUS\*: (0.50%)  
\* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy and applies to the first Contract Year only.}  
MINIMUM ANNUAL INTEREST RATE: [1.00%]

}

**{10-YEAR FIXED ACCOUNT STRATEGY:**

ALLOCATED PREMIUM: (\$0.00)  
ALLOCATION PERCENTAGE: (0.00%)  
STRATEGY TERM: 10 Years  
STRATEGY END YEAR: (10<sup>th</sup>) Year  
INITIAL ANNUAL INTEREST RATE: (2.50%)  
{INTEREST RATE BONUS\*: (0.50%)  
\* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy and applies to the first Contract Year only.}  
MINIMUM ANNUAL INTEREST RATE: [1.00%]

}

**INDEXED ACCOUNT STRATEGIES**

**{ANNUAL CAP WITH MONTHLY AVERAGING INDEXED ACCOUNT STRATEGY:**

ALLOCATED PREMIUM: (\$0.00)  
ALLOCATION PERCENTAGE: (0.00%)  
STRATEGY TERM: 1 Year  
INITIAL ANNUAL INDEX CAP: (5.00%)  
MINIMUM GUARANTEED ANNUAL INDEX CAP: [3.00%]

}

**{ANNUAL SPREAD WITH MONTHLY AVERAGING INDEXED ACCOUNT STRATEGY:**

ALLOCATED PREMIUM: (\$0.00)  
ALLOCATION PERCENTAGE: (0.00%)  
STRATEGY TERM: 1 Year  
INITIAL ANNUAL INDEX SPREAD: (2.50%)  
MAXIMUM GUARANTEED ANNUAL INDEX SPREAD: [15.00%]

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**{ONE YEAR POINT-TO-POINT WITH CAP INDEXED ACCOUNT STRATEGY:**

ALLOCATED PREMIUM:	(\$0.00)
ALLOCATION PERCENTAGE:	(0.00%)
STRATEGY TERM:	1 Year
INITIAL ANNUAL INDEX CAP:	(5.00%)
MINIMUM GUARANTEED ANNUAL INDEX CAP:	[3.00%]

}

**{MONTHLY POINT-TO-POINT WITH CAP INDEXED ACCOUNT STRATEGY:**

ALLOCATED PREMIUM:	(\$0.00)
ALLOCATION PERCENTAGE:	(0.00%)
STRATEGY TERM:	1 Year
INITIAL MONTHLY INDEX CAP:	(1.50%)
MINIMUM GUARANTEED MONTHLY INDEX CAP:	[0.50%]

}



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**FORETHOUGHT {FUTURE INCOME SOLUTIONS} INDEXED ANNUITIES<sup>SM</sup>  
DISCLOSURE STATEMENT  
SINGLE PREMIUM DEFERRED ANNUITY CONTRACT  
CONTAINS FIXED AND INDEXED STRATEGIES**

**Thank you for applying for a Forethought Life Single Premium Deferred Annuity Contract series FA2001SPDAX-01 (may be referred to as Certificate series GA2001SPDAX-01 in some states). This is a summary of the features and benefits of your annuity provisions, but it is not part of your Contract. Please read the following information carefully, sign, and return the original Disclosure Statement.**

**Annuity Contract:** The Single Premium Deferred Annuity Contract with fixed and indexed interest strategies is issued by Forethought Life Insurance Company. This Contract is intended for retirement funding or other long-term accumulation needs. Substantial Contract-imposed penalties may apply to full and partial withdrawals in the first 10 years. Under current Federal tax law, interest credited is not taxed and income taxes are not due until monies are withdrawn. In addition to regular income tax, interest withdrawn prior to age 59½ may be subject to a 10% Federal penalty tax. Contract withdrawals are treated as coming from interest first. Amounts received as Annuity Payments under an Annuity Option generally are partly included in taxable income and partly excluded as a return of Premium paid for the Contract.

There is no additional tax-deferral benefit for annuities purchased in an IRA, Roth IRA or other tax qualified plan, since these are already tax-deferred. Placing an annuity in an IRA, Roth IRA or other tax qualified plan will receive no additional tax advantage from the annuity. Therefore, in considering whether or not to purchase such an annuity, only consider the annuity's other features, including the availability of lifetime payments and guaranteed minimum contract values.

**Premium:** Your premium is credited to your Contract on the issue date. (Contract Years are one-year periods beginning on each Contract Anniversary. The first Contract Year begins on the issue date.)

**Accumulation Value:** Your accumulation value, or Contract Value, equals the sum of the Account Strategy Values. There are no annual administrative fees, front-end sales charges or loads. There may be rider charges associated with any riders you have chosen to attach to your Contract. Some states charge a premium tax. At our discretion, premium taxes may be deducted from your Contract Value if we are required to pay them.

**Choice of Fixed Account Strategy(ies) and Indexed Account Strategy(ies):** The Forethought Life Single Premium Deferred Annuity Contract provides a choice of a fixed interest and indexed interest strategies. You specify how to allocate the premium between the strategies you select.

Each available strategy has company-declared factors used in calculating interest earnings for that strategy. These company-declared factors are set in advance and are guaranteed not to change during the Strategy Term. On each Contract Anniversary, you will be sent a report with information about your Contract Value.

Except for the 1-Year Fixed Account Strategy, we may cease to offer a specific Account Strategy on a future Contract Anniversary. We may offer additional strategies on a future Contract Anniversary, subject to the approval of the Insurance Department of the state in which this Contract was issued.

**Fixed Account Strategy(ies):** This Contract provides one or more Fixed Account Strategies. Daily interest, declared by us, is credited to each Fixed Account Strategy Value at a rate guaranteed not to change during the Strategy Term for that Strategy, but may change for future Strategy Terms. The minimum guaranteed annual interest rate for each of these accounts is {1.00%} per annum.

**Indexed Account Strategy(ies): Not all Strategies may be available.**

**{Annual Cap with Monthly Averaging**

This index method credits interest at the end of each Strategy Term based on the average monthly percentage change in the S&P 500 Index since the beginning of the Strategy Term, but not to exceed a percentage change (called the Annual Index Cap). The Annual Index Cap is declared in advance and is guaranteed not to change during the Strategy Term, but may change for future Strategy Terms. The guaranteed minimum Annual Index Cap is {3%} for this strategy.

**{Annual Spread with Monthly Averaging**

This index method credits interest at the end of each Strategy Term based on the average monthly percentage change in the S&P 500 Index since the beginning of the Strategy Term, reduced by a Spread percentage change (called the Annual Index Spread). The Annual Index Spread is declared in advance and is guaranteed not to change during the Strategy Term, but may change for future Strategy Terms. The guaranteed maximum Annual Index Spread is {15%} for this strategy.

**{One Year Point-to-Point with Cap**

This index method credits interest at the end of each Strategy Term based on the percentage change in the S&P 500 Index since the beginning of the Strategy Term, but not to exceed a percentage change (called the Annual Index Cap). The Annual Index Cap is declared in advance and is guaranteed not to change during the Strategy Term, but may change for future Strategy Terms. The guaranteed minimum Annual Index Cap is {3%} for this strategy.

**{Monthly Point-to-Point with Cap**

This index method credits interest at the end of each Strategy Term. The rate of interest is the sum of the percentage changes in the S&P 500 Index in each of the 12 monthly periods during the Strategy Term. Each monthly percentage change included in this sum is limited to a maximum amount called a Monthly Index Cap. The Monthly Index Cap is declared in advance and is guaranteed not to change during the Strategy Term, but may change for future Strategy Terms. The minimum guaranteed Monthly Index Cap is {0.50%}.

**Allocation of Premium:** The Forethought Life Single Premium Deferred Annuity Contract provides a choice of how you allocate your premiums among the fixed interest and indexed interest strategies. You choose your premium allocation percentages at issue.

**Reallocation of Contract Value:** You may reallocate your Contract Value among the Fixed and Indexed Account Strategies at the end of each Strategy Term.

**Access to Contract Value:** Withdrawal provisions give you access to your Contract Value. Withdrawals in the first 10 Contract Years are subject to Withdrawal Charges and any applicable Market Value Adjustment. The first Contract Year begins on the issue date. After the first Contract Year, you may make cumulative withdrawals each Contract Year of up to 10% of the Contract Value at the beginning of the Contract Year without incurring Withdrawal Charges. Withdrawals are made from each strategy in the proportion that each strategy bears to the total Contract Value.

**Contract Withdrawal Value:** If you surrender your Contract you will receive the Contract Withdrawal Value. The Contract Withdrawal Value is the greater of:

- the Contract Value less Withdrawal Charges and any applicable Market Value Adjustment; and
- the Minimum Guaranteed Contract Withdrawal Value defined in the Contract.

**Withdrawal Charge:** Withdrawal Charges may be assessed on Contract Value withdrawals that exceed the Free Withdrawal Amount. The Withdrawal Charge is equal to the reduction in Contract Value resulting from the Withdrawal, less any available Free Withdrawal Amount, multiplied by the Withdrawal Charge percentages shown in the table below. Withdrawal Charges are not assessed against death benefit proceeds paid due to the death of the Owner. Withdrawal Charges are also not assessed against amounts applied to certain Annuity Options, as set forth in the Contract.

Contract Year	1	2	3	4	5	6	7	8	9	10	11 & Later
Withdrawal Charge	12%	12%	11%	10%	9%	8%	7%	6%	4%	2%	0%

**Market Value Adjustment:**

**{If chosen (or selected) at issue** any amounts that are assessed a Withdrawal Charge will also be subject to a Market Value Adjustment, which may increase or decrease the Contract Value. Market Value Adjustments will not be applied to any Death Benefits paid due to the death of the Owner. Within limits, Market Value Adjustments generally increase the Contract Value when interest rates fall and decrease the Contract Value when interest rates rise. }

{Not applicable.}

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**Guaranteed Lifetime Income Benefit:**

This benefit may be added to your Contract by a Rider, as listed on the Contract Data Page. The Guaranteed Lifetime Income Benefit gives you the right to make Systematic Withdrawals from the Contract up to the amount of the Guaranteed Lifetime Annual Income (GLAI) each year beginning on the Option Date and lasting as long as you live – even after the Contract Value has been exhausted (assuming annual withdrawals do not exceed the GLAI). The Option Date is a date you choose; it does, however, have to be after the Guaranteed Lifetime Income Benefit Waiting Period and after you turn age 59½. The Guaranteed Lifetime Income Benefit Waiting Period is specified on the Contract Data Page. You can change the amount or frequency of your Systematic Withdrawals once per Contract Year.

There may be a monthly charge for this benefit.

The amount of the GLAI on the Option Date is equal to the Guaranteed Lifetime Income Benefit Factor multiplied by the Guaranteed Lifetime Income Account Value. The Guaranteed Lifetime Income Benefit Factor depends on 1) the Income Option you choose on the Option Date, 2) Your attained age on the Option Date, and 3) the Guaranteed Lifetime Income Benefit Factor Schedule in effect on the Option Date.

The Guaranteed Lifetime Income Benefit Factor Schedule may change from time to time prior to the Option Date. The Guaranteed Lifetime Income Benefit Factor will never be less than the applicable Minimum Guaranteed Lifetime Income Benefit Factor shown in this table:

Income Option	Minimum Guaranteed Lifetime Income Benefit Factor
Level Single Life	{ 4% }
Increasing Single Life	{ 3% }
Level Joint Life	{ 3% }
Increasing Joint Life	{ 2% }

The GLAI under Level Income Options does not change after the Option Date other than as a result of the Step-Up and Excess Withdrawal provisions. The GLAI under an Increasing Income Option will increase on each Contract Anniversary by { 2% } of the prior year GLAI starting on the 2<sup>nd</sup> Contract Anniversary following the Option Date and ending once the Contract Value has been exhausted.

The Single Life Income Options allow annual Systematic Withdrawal of the GLAI during your lifetime. Joint Life Income Options allow your spouse to continue Systematic Withdrawal of the GLAI following your death and for the remainder of your spouse's life. To take advantage of this option your eligible spouse must be named on the Option Date and your spouse must exercise her/his right to continue the Contract following your death.

The GLAI is the most you can withdraw per Contract Year without affecting future withdrawals available under the Guaranteed Lifetime Income Benefit. Withdrawals in excess of this amount during a Contract Year will cause a reduction in the GLAI available for future years and could result in termination of the Guaranteed Lifetime Income Benefit and your Contract. If Excess Withdrawals result in your GLAI falling below {\$100} and your Contract Value dropping below {\$5,000}, we will treat this as a termination of the Contract and send you the remaining Contract Withdrawal Value.

On the Issue Date of the Contract the Guaranteed Lifetime Income Account Value (GLIAV) is equal to the premium you paid.

After that, and until the earlier of the Option Date and the tenth Contract Anniversary, the GLIAV accumulates at {5}% interest on each Contract Anniversary. The GLIAV will not increase thereafter. There is no increase in the GLIAV between Contract Anniversaries.

The GLIAV is only used to establish the amount of the Guaranteed Lifetime Annual Income; it can only be accessed through Systematic Withdrawals and will not be available for a lump sum withdrawal. Only the Contract Value is available as a lump sum payment. You can change the frequency of your Systematic Withdrawals once per Contract Year.

The Guaranteed Lifetime Income Benefit will also terminate:

- If the Contract is terminated;
- If a death benefit is paid;
- If you elect to begin payments under an Annuity Option;
- Upon the death following the Option Date of the person on whose life the benefit depends; or
- On any date following the Option Date that the owner is changed other than for spousal continuation of the Contract where a Joint Life Income Option has been selected.

}

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**Guaranteed Lifetime Income Benefit Plus:** This benefit may be added to your Contract by a Rider, as listed on the Contract Data Page. The Guaranteed Lifetime Income Benefit gives you the right to make Systematic Withdrawals from the Contract up to the amount of the Guaranteed Lifetime Annual Income (GLAI) each year beginning on the Option Date and lasting as long as you live – even after the Contract Value has been exhausted (assuming annual withdrawals do not exceed the GLAI). The Option Date is a date you choose; it does, however, have to be after the Guaranteed Lifetime Income Benefit Waiting Period and after you turn age 59½. The Guaranteed Lifetime Income Benefit Waiting Period is specified on the Contract Data Page. You can change the amount or frequency of your Systematic Withdrawals once per Contract Year.

There may be a monthly charge for this benefit.

The amount of the GLAI on the Option Date is equal to the Guaranteed Lifetime Income Benefit Factor multiplied by the Guaranteed Lifetime Income Account Value. The Guaranteed Lifetime Income Benefit Factor depends on 1) the Income Option you choose on the Option Date, 2) Your attained age on the Option Date, and 3) the Guaranteed Lifetime Income Benefit Factor Schedule in effect on the Option Date.

The Guaranteed Lifetime Income Benefit Factor Schedule may change from time to time prior to the Option Date. The Guaranteed Lifetime Income Benefit Factor will never be less than the applicable Minimum Guaranteed Lifetime Income Benefit Factor shown in this table:

<u>Income Option</u>	<u>Minimum Guaranteed Lifetime Income Benefit Factor</u>
Level Single Life	{ 4% }
Increasing Single Life	{ 3% }
Level Joint Life	{ 3% }
Increasing Joint Life	{ 2% }

The GLAI under Level Income Options does not change after the Option Date other than as a result of the Step-Up and Excess Withdrawal provisions. The GLAI under an Increasing Income Option will increase on each Contract Anniversary by { 2% } of the prior year GLAI starting on the 2<sup>nd</sup> Contract Anniversary following the Option Date and ending once the Contract Value has been exhausted.

The Single Life Income Options allow annual Systematic Withdrawal of the GLAI during your lifetime. Joint Life Income Options allow your spouse to continue Systematic Withdrawal of the GLAI following your death and for the remainder of your spouse's life. To take advantage of this option, your eligible spouse must be named on the Option Date and your spouse must exercise her/his right to continue the Contract following your death.

The GLAI is the most you can withdraw per Contract Year without affecting future withdrawals available under the Guaranteed Lifetime Income Benefit. Withdrawals in excess of this amount during a Contract Year will cause a reduction in the GLAI available for future years and could result in termination of the Guaranteed Lifetime Income Benefit and your Contract. If Excess Withdrawals result in your GLAI falling below {\$100} and your Contract Value dropping below {\$5,000}, we will treat this as a termination of the Contract and send you the remaining Contract Withdrawal Value.

On the Issue Date of the Contract the Guaranteed Lifetime Income Account Value (GLIAV) is immediately {15%} more than the premium you paid, while the Contract Value is equal to the premium.

After that, and until the earlier of the Option Date and the tenth Contract Anniversary, the GLIAV accumulates at {5%} interest on each Contract Anniversary. The GLIAV will not increase thereafter. There is no increase in the GLIAV between Contract Anniversaries.

The GLIAV is only used to establish the amount of the Guaranteed Lifetime Annual Income; it can only be accessed through Systematic Withdrawals and will not be available for a lump sum withdrawal. Only the Contract Value is available as a lump sum payment. You can change the frequency of your Systematic Withdrawals once per Contract Year.

The Guaranteed Lifetime Income Benefit will also terminate:

- If the Contract is terminated;
- If a death benefit is paid;
- If you elect to begin payments under an Annuity Option;
- Upon the death following the Option Date of the person on whose life the benefit depends; or
- On any date following the Option Date that the owner is changed, other than for spousal continuation of the Contract where a Joint Life Income Option has been selected.

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**Death Benefit:** If an Owner dies during the Accumulation Period, your Beneficiary(ies) will be paid a death benefit. The death benefit will be the Contract Value as of the date We receive proof of death and election of payment method. At that time and until distributed, the death benefit will receive interest at a rate required by the state in which the Contract is issued. Alternatively, if the Contract is continued by a surviving spouse, the Contract Value may remain in the currently selected strategies for the remainder of the Strategy Term.

**Annuity Options:** Your Contract provides the following Annuity Options. Other Annuity Options may be available on your Annuity Date.

**Life Annuity** – Annuity payments continuing for the lifetime of the Annuitant, and terminating with the last payment prior to the Annuitant’s death.

**Life Annuity with 10 Years of Annuity Payments Guaranteed** – Annuity payments continuing for the lifetime of the Annuitant, terminating at the later of the last payment prior to the Annuitant’s death or for 120 months.

**Life Annuity with 20 Years of Annuity Payments Guaranteed** – Annuity payments continuing for the lifetime of the Annuitant, terminating at the later of the last payment prior to the Annuitant’s death or for 240 months.

**Joint and Last Survivor Annuity** – Annuity payments continuing for the joint lifetimes of the Annuitant and the Joint Annuitant, terminating with the last payment prior to the last survivor’s death.

**Joint and Last Survivor Annuity with 10 Years of Annuity Payments Guaranteed** – Annuity payments continuing for the joint lifetimes of the Annuitant and the Joint Annuitant, terminating at the later of the last payment prior to the last survivor’s death or for 120 months.

**Guaranteed Payment Period** – Annuity payments continuing for a guaranteed period of from 5 to 30 years. The payments do not depend on the Annuitant’s life.

**Alternative Life Annuity Option** – Annual annuity payments equal to the Guaranteed Lifetime Annual Income continuing for your lifetime, and terminating with the last payment prior to your death. This option is only available if the Annuity Date occurs on the Maturity Date at your attained age 100.

**Other Riders:** You may have elected to attach an available rider to your Contract. The following is a brief description of other riders that may be available.

{  
Increased Death Benefit Guarantee Rider: This Rider will pay the greater of the Increased Death Benefit Guarantee and the Contract’s Death Benefit, if a death benefit is paid under the Contract.

The Increased Death Benefit Guarantee is determined at the beginning of each Contract Year, and immediately after any withdrawal. The Increased Death Benefit Guarantee is equal to:

1. Premium paid; less
2. Any withdrawals taken, including Withdrawal Charges and Market Value Adjustments if applicable; multiplied by
3. the lesser of
  - a. One plus the Increased Death Benefit Guarantee Factor; and
  - b. The Death Benefit Guarantee Rider Maximum Growth shown on the Contract Data Page.

The Increased Death Benefit Guarantee Factor is used to calculate the Increased Death Benefit Guarantee. The Increased Death Benefit Guarantee Factor is equal to  $(R) \times (Y)$  where

(R) is the Death Benefit Guarantee Rider Annual Benefit Increase; and

(Y) is the number of Contract Anniversaries that have occurred on or before the date an Owner dies.

The Increased Death Benefit Guarantee Factor will not increase after the Contract Anniversary next following the oldest original Owner’s 85<sup>th</sup> birthday.

On each Contract Anniversary while this Rider is in force, a Rider Charge will be assessed to the Contract Value.

}  
{  
Nursing Home Waiver Rider: This rider waives the Withdrawal Charge on any withdrawal of Contract Value after we receive proof that you have been confined to an Approved Nursing Facility on or after the first Contract Anniversary and continuing for at least 60 consecutive days. There is no rider charge for

this rider and it is attached to your Contract automatically if approved in the state in which this Contract is issued.

}

{

Terminal Illness Waiver Rider: This rider waives the Withdrawal Charge on any withdrawal of Contract Value after the first Contract Anniversary and after we receive proof that you suffer from a Terminal Illness which will result in death within 12 months. There is no rider charge for this rider and it is attached to your Contract automatically if approved in the state in which this Contract is issued.

}

**Summary:** Forethought Life Insurance Company of Batesville, Indiana issues the Forethought {Future Income Solutions Annuities}. This Single Premium Deferred Annuity may not be available in all states (may be referred to as an "equity indexed annuity" in certain states). The Contract may be subject to Withdrawal Charges.

This Single Premium Deferred Annuity is not a registered security or stock market investment and does not directly participate in any stock or equity investment.

This Disclosure Statement contains a summary description of this Single Premium Deferred Annuity. State variations may apply. The exact terms of the annuity are contained in the Contract and any attached riders or endorsements, which will control Forethought Life's contractual obligations.

The Standard & Poor's 500 Index ("S&P 500 Index") is used to determine the Index Credit. If the S&P 500 Index is discontinued or if the calculation of the Index is substantially changed, an alternative Index will be substituted, as approved by the Insurance Department of the state in which this Contract is issued. You will be notified in writing if this happens. "Standard & Poor's®," "S&P®," "S&P 500®," "Standard & Poor's 500," and "500" are trademarks of The McGraw-Hill Companies, Inc. and have been licensed for use by Forethought Life Insurance Company. The Contract is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the Contract.



**FORETHOUGHT {FUTURE INCOME SOLUTIONS} INDEXED ANNUITIES<sup>SM</sup>  
 DISCLOSURE STATEMENT SIGNATURE PAGE  
 SINGLE PREMIUM DEFERRED ANNUITY  
 CONTAINS FIXED AND INDEXED STRATEGIES**

**Owner's Statement – I certify that:**

- I understand that:
  - The Contract provides a choice between fixed and indexed interest account strategies.
  - The Contract Withdrawal Value is the amount to be paid to me if I fully surrender the Contract. It may include the assessment of Withdrawal Charges and Market Value Adjustments, if applicable.
  - For the Fixed Account Strategy(ies), the Minimum Annual Interest Rate for new Contracts is {1.00%}.
  - The Contract is not a registered security or stock market investment and does not directly participate in any stock or equity investment.
  - Only the interest earned in an Indexed Account Strategy may be affected by a stock or equity index.
  - The final decision regarding the allocation of monies between each Fixed Account Strategy and each Indexed Account Strategy is mine, based on my individual situation, needs and goals, and that my agent is not acting as a registered investment adviser.
  - If I place an annuity in an IRA, Roth IRA, or other tax qualified plan, I will receive no additional tax advantage from the annuity.
  - I can reallocate my Contract Value at the end of each Strategy Term to an available Strategy.
- I have received, read, and understand the Contract Disclosure Statement and I have kept a copy of it.
- I have received a copy of the Buyer's Guide to Fixed Deferred Annuities with Appendix for Equity-Indexed Annuities.
- I believe that this annuity Contract is a suitable product for my financial needs.
- I made my strategy account selections and premium allocation percentages on the application, as set forth below:

%	<b>Strategy Account Selections and Allocation Percentages</b>
	1-Year Fixed Account Strategy
{	2-Year Fixed Account Strategy }
{	3-Year Fixed Account Strategy }
{	4-Year Fixed Account Strategy }
{	5-Year Fixed Account Strategy }
{	7-Year Fixed Account Strategy }
{	10-Year Fixed Account Strategy }
{	Annual Cap with Monthly Averaging }
{	Annual Spread with Monthly Averaging }
{	One Year Point-to-Point with Cap }
{	Monthly Point-to-Point with Cap }
<b>100</b>	<b>Total Must Equal 100%</b>

\_\_\_\_\_

Owner Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Joint Owner Signature (if applicable)

\_\_\_\_\_

Date



Forethought Life Insurance Company  
One Forethought Center  
P.O. Box 246  
Batesville, Indiana 47006-0246

**FORETHOUGHT { FUTURE INCOME SOLUTIONS } INDEXED ANNUITY<sup>SM</sup>  
DISCLOSURE STATEMENT AGENT'S SIGNATURE PAGE  
SINGLE PREMIUM DEFERRED ANNUITY CONTRACT  
CONTAINS FIXED AND INDEXED STRATEGIES**

**Agent's Statement – I certify that:**

- I have read the Forethought {Future Income Solutions} Producer Guidelines.
- I gave a copy of the Disclosure Statement to the Owner.
- {I gave a copy of the Buyer's Guide to Fixed Deferred Annuities with Appendix for Equity-Indexed Annuities to the Owner.}
- I made no statement that is inconsistent with the Disclosure Statement, nor have I made any promises about expected future fixed interest rates, index spreads or index caps of the annuity Contract.

Agent Signature

Agent Printed Name

Date

**Instruction to Agent:**

- Give this Disclosure Statement to the Owner/Joint Owner
- {Two copies of the Disclosure Statement Signature Page are included for your convenience.}
  - Complete "fill-in" items. You and the Owner/Joint Owner must sign the Signature Page. It is acceptable to either photocopy the signed, original Signature Page or if a photocopy is not available, to complete and sign two Signature Pages.
  - Give one signed copy to the Owner/Joint Owner.
  - Send the original signed copy along with the annuity application and any other new business forms to:  
Forethought Life Insurance Company  
P.O. Box 246  
Batesville, IN 47006-0246

**SERFF Tracking #:**

FRTH-128767357

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

FA2003BSPDAX-02 - 115 GMIR

**State:**

Arkansas

**Filing Company:**

Forethought Life Insurance Company

**TOI/Sub-TOI:**

A021 Individual Annuities- Deferred Non-Variable/A021.003 Single Premium

**Product Name:**

FA2003BSPDAX-02 - SPDA

**Project Name/Number:**

FA2003BSPDAX-02 - 115 GMIR /FA2003BSPDAX-02

## Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
Readability Certification 11_14_12.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:	The application will be used with this product and was approved by your department on 1/15/2010 under SERFF tracking #FRTH-126433434.		
Attachment(s):			
FA3007-01 - Index Bonus 115 Application 12-22-09.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Red-Line Application and Disclosure Statement		
Comments:			
Attachment(s):			
FA2001SPDAX-01 Index Bonus 115 Contract Data Pages rev 11_06_12 red-line.pdf			
FA5065SPDAX-02 Income 115 Disclosure Statement - Indexed rev 11_09_12 red-line.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability		
Comments:			
Attachment(s):			
SoV - Income 115 indexed - Disclosure Only GMIR v20121025 generic clean.pdf			
SoV - Income 115 indexed GMIR contract V20121025 generic clean.pdf			

## CERTIFICATION OF READABILITY

<b>FORM #</b>	<b>FORM NAME</b>	<b>FLESCH SCORE</b>
FA2003BSPDAX-02	CONTRACT DATA PAGE	95.0
FA2003CSPDAX-02	CONTRACT DATA PAGE	95.0
FA2003DSPDAX-02	CONTRACT DATA PAGE	95.0
FA5065SPDAX-02	DISCLOSURE STATEMENT	51.9

Forethought Life Insurance Company hereby certifies that the above forms achieve the Flesch reading ease scores listed.



Walter T. Dixon, Vice President

November 14, 2012

**(Please Print)**

**1. OWNER**

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Date of Birth (mm/dd/yyyy)		Age	Social Security Number - -
Mailing Address			Residential Address (if different than Mailing Address)	
City		State	Zip Code	Country of Citizenship
Phone Number (home)		Phone Number (work)		E-mail Address

**JOINT OWNER** *(Non-Qualified Only – Generally, it is advisable that the Joint Owner be the Spouse of the Owner.)*

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner	Date of Birth (mm/dd/yyyy)	Age	Social Security Number - -
Mailing Address			Residential Address (if different than Mailing Address)	
City		State	Zip Code	Country of Citizenship
Phone Number (home)		Phone Number (work)		E-mail Address

**TRUST**  **CORPORATION**  **PARTNERSHIP**

Full Name				
Phone Number			Tax or Employer ID Number	
Mailing Address			Street Address (if different than Mailing Address)	
City		State	Zip Code	Country of Citizenship
If Trust is Named, Provide Trustee's Full Name				Date Trust Established

**2. ANNUITANT** *(Complete only if the Owner and Annuitant are different.)*

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner	Date of Birth (mm/dd/yyyy)	Age	Social Security Number - -
Mailing Address			Residential Address (if different than Mailing Address)	
City		State	Zip Code	Country of Citizenship
Phone Number (home)		Phone Number (work)		E-mail Address

**JOINT ANNUITANT**

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner	Date of Birth (mm/dd/yyyy)	Age	Social Security Number - -
Mailing Address			Residential Address (if different than Mailing Address)	
City		State	Zip Code	Country of Citizenship
Phone Number (home)		Phone Number (work)		E-mail Address

**3. BENEFICIARY INFORMATION** *(Beneficiary proceeds will be split equally if no percentages are provided. Primary and Contingent Beneficiary percentage designation(s) must be in whole percentages only and each total 100%.)*

**Primary**

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

**Primary**  **Contingent**

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

**Primary**  **Contingent**

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

**Primary**  **Contingent**

First Name		Middle Initial	Last Name	
<input type="checkbox"/> Male <input type="checkbox"/> Female	Relationship to Owner		Social Security Number - -	
Mailing Address		Residential Address (if different than Mailing Address)		
City		State	Zip Code	Country of Citizenship
E-mail Address				Percentage

**Please use section 4 if you require additional Beneficiary space.**

**4. SPECIAL INSTRUCTIONS AND REMARKS**

--



## 9. STATE REQUIRED NOTICES

### AR, KY, MA, ND, NM, OK, PA, SD, TN, and WA Residents

Any person who knowingly and with intent to injure, defraud or deceive any insurance company, submits an application for insurance containing any materially false, incomplete, or misleading information, or conceals for the purpose of misleading, any material fact, is guilty of insurance fraud, which is a crime and in certain states, a felony. Penalties may include imprisonment, fine, denial of benefits, or civil damages.

### CA Residents – Reg. 789.8

The sale or liquidation of any asset in order to buy insurance, either life insurance or an annuity contract, may have tax consequences. Terminating any life insurance policy or annuity contract may have early withdrawal penalties or other costs or penalties, as well as tax consequences. You may wish to consult independent legal or financial advice before the sale or liquidation of any asset and before the purchase of any life insurance or annuity contract.

### CO Residents

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of any insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Department of Regulatory Agencies.

### NJ Residents

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

## 10. OWNER/JOINT OWNER IDENTITY VERIFICATION

Under Federal law, we are required to verify the identity of all new annuity contract Owner(s). Owner information and verification of the identity of all new Owners must be provided. Failure to complete this section will delay or prevent the issuance of the annuity contract. We will ask to see your driver's license, passport, or other government-issued photo identification that will allow us to verify your identity.

Owner		Joint Owner (If any)	
Check One Form of ID:		Check One Form of ID:	
Individual Owner	Non-Individual Owner	Individual Owner	Non-Individual Owner
<input type="checkbox"/> Driver's License	<input type="checkbox"/> Certified Articles of Incorporation	<input type="checkbox"/> Driver's License	<input type="checkbox"/> Certified Articles of Incorporation
<input type="checkbox"/> Passport	<input type="checkbox"/> Partnership Agreement	<input type="checkbox"/> Passport	<input type="checkbox"/> Partnership Agreement
<input type="checkbox"/> Other _____	<input type="checkbox"/> Trust Document	<input type="checkbox"/> Other _____	<input type="checkbox"/> Trust Document
_____	_____	_____	_____
ID Number	State/Country of Issuance	ID Number	State/Country of Issuance
_____	_____	_____	_____
ID Expiration Date		ID Expiration Date	
_____		_____	

For an annuity contract owned by a corporation, association, partnership or trust, customer identification may require that articles of incorporation, partnership agreement or trust document be provided to us. Such documentation will be retained solely for the purposes of customer identification and we accept no responsibility for the enforcement or administration of any of the terms thereof.



## 12. AGENT DECLARATIONS AND SIGNATURES

Primary Agent Name (Print)			
Address	City	State	Zip Code
Phone Number (home)	E-mail Address		
Business or Institution Name	Business or Institution Phone Number		
License Number	Agent Number		

I declare that: (a) the application was signed and dated by the Owner(s) and by the Annuitant(s), if not the Owner(s), after all answers and information were recorded herein; and (b) I have truly and accurately recorded on this form all of the information provided by the Owner(s) and the Annuitant(s), if not the Owner(s).

**Yes** To the best of my knowledge, the annuity contract applied for is intended to replace or change existing life insurance policies or annuity contracts. If replacement or change is involved, I have attached the appropriate Replacement form for the Owner(s) and will return with the application.

**No**

I certify that the appropriate Disclosure Statement and a *Buyer's Guide to Fixed Deferred Annuities with Appendix for Equity-Indexed Annuities* have been provided to the Applicant(s). I have not made any statements that differ from this material nor have I made any promises about the expected future equity values of this annuity contract.

\_\_\_\_\_  
Initials

I certify that in states with suitability requirements that apply to this annuity: (a) the requirements have been met; (b) I have completed the suitability section of the appropriate disclosure statement with the applicant(s); (c) a copy of that form has been left with the applicant(s); and (d) a copy of the form is enclosed with this application.

\_\_\_\_\_  
Initials

I certify that I personally met with the Owner(s), reviewed the government issued identification described in section 10, OWNER/JOINT OWNER IDENTITY VERIFICATION, and verified to the best of my knowledge and belief, that the information accurately reflects the identity of the Owner(s).

\_\_\_\_\_  
Initials

I certify that the funds for the purchase of this annuity contract are not derived from the proceeds of a reverse mortgage.

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Primary Agent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed At (City,State)

**FORETHOUGHT LIFE INSURANCE COMPANY HOME OFFICE USE ONLY**

**Forethought {Future Income Solutions} Indexed Annuities<sup>SM</sup>**

Single Premium Deferred Annuity Application

Forethought Life Insurance Company

One Forethought Center

P.O. Box 246

Batesville, IN 47006-0246

STRATEGY(IES) AND PREMIUM ALLOCATIONS SELECTED:

FIXED ACCOUNT STRATEGIES

1-YEAR FIXED ACCOUNT STRATEGY:

ALLOCATED PREMIUM: (\$250,000.00)  
ALLOCATION PERCENTAGE: (100.00%)  
STRATEGY TERM: 1 Year  
INITIAL ANNUAL INTEREST RATE: (2.50%)  
{INTEREST RATE BONUS\*: (0.50%)  
\* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy and applies to the first Contract Year only.}  
MINIMUM ANNUAL INTEREST RATE: [1.00%]

{2-YEAR FIXED ACCOUNT STRATEGY:

ALLOCATED PREMIUM: (\$0.00)  
ALLOCATION PERCENTAGE: (0.00%)  
STRATEGY TERM: 2 Years  
STRATEGY END YEAR: (2nd) Year  
INITIAL ANNUAL INTEREST RATE: (2.50%)  
{INTEREST RATE BONUS\*: (0.50%)  
\* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy and applies to the first Contract Year only.}  
MINIMUM ANNUAL INTEREST RATE: [1.00%]

{3-YEAR FIXED ACCOUNT STRATEGY:

ALLOCATED PREMIUM: (\$0.00)  
ALLOCATION PERCENTAGE: (0.00%)  
STRATEGY TERM: 3 Years  
STRATEGY END YEAR: (3<sup>rd</sup>) Year  
INITIAL ANNUAL INTEREST RATE: (2.50%)  
{INTEREST RATE BONUS\*: (0.50%)  
\* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy and applies to the first Contract Year only.}  
MINIMUM ANNUAL INTEREST RATE: [1.00%]

{4-YEAR FIXED ACCOUNT STRATEGY:

ALLOCATED PREMIUM: (\$0.00)  
ALLOCATION PERCENTAGE: (0.00%)  
STRATEGY TERM: 4 Years  
STRATEGY END YEAR: (4<sup>th</sup>) Year  
INITIAL ANNUAL INTEREST RATE: (2.50%)  
{INTEREST RATE BONUS\*: (0.50%)  
\* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy and applies to the first Contract Year only.}  
MINIMUM ANNUAL INTEREST RATE: [1.00%]

**{5-YEAR FIXED ACCOUNT STRATEGY:**

ALLOCATED PREMIUM: (\$0.00)  
ALLOCATION PERCENTAGE: (0.00%)  
STRATEGY TERM: 5 Years  
STRATEGY END YEAR: (5<sup>th</sup>) Year  
INITIAL ANNUAL INTEREST RATE: (2.50%)  
{INTEREST RATE BONUS\*: (0.50%)  
\* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy and applies to the first Contract Year only.}  
MINIMUM ANNUAL INTEREST RATE: [1.00%]

**{7-YEAR FIXED ACCOUNT STRATEGY:**

ALLOCATED PREMIUM: (\$0.00)  
ALLOCATION PERCENTAGE: (0.00%)  
STRATEGY TERM: 7 Years  
STRATEGY END YEAR: (7<sup>th</sup>) Year  
INITIAL ANNUAL INTEREST RATE: (2.50%)  
{INTEREST RATE BONUS\*: (0.50%)  
\* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy and applies to the first Contract Year only.}  
MINIMUM ANNUAL INTEREST RATE: [1.00%]

**{10-YEAR FIXED ACCOUNT STRATEGY:**

ALLOCATED PREMIUM: (\$0.00)  
ALLOCATION PERCENTAGE: (0.00%)  
STRATEGY TERM: 10 Years  
STRATEGY END YEAR: (10<sup>th</sup>) Year  
INITIAL ANNUAL INTEREST RATE: (2.50%)  
{INTEREST RATE BONUS\*: (0.50%)  
\* Any Interest Rate Bonus for this Strategy is in addition to the Initial Annual Interest Rate for this Strategy and applies to the first Contract Year only.}  
MINIMUM ANNUAL INTEREST RATE: [1.00%]

**INDEXED ACCOUNT STRATEGIES**

**{ANNUAL CAP WITH MONTHLY AVERAGING INDEXED ACCOUNT STRATEGY:**

ALLOCATED PREMIUM: (\$0.00)  
ALLOCATION PERCENTAGE: (0.00%)  
STRATEGY TERM: 1 Year  
INITIAL ANNUAL INDEX CAP: (5.00%)  
MINIMUM GUARANTEED ANNUAL INDEX CAP: [3.00%]

**{ANNUAL SPREAD WITH MONTHLY AVERAGING INDEXED ACCOUNT STRATEGY:**

ALLOCATED PREMIUM: (\$0.00)  
ALLOCATION PERCENTAGE: (0.00%)  
STRATEGY TERM: 1 Year  
INITIAL ANNUAL INDEX SPREAD: (2.50%)  
MAXIMUM GUARANTEED ANNUAL INDEX SPREAD: [15.00%]

---

**{ONE YEAR POINT-TO-POINT WITH CAP INDEXED ACCOUNT STRATEGY:**

ALLOCATED PREMIUM: (\$0.00)  
ALLOCATION PERCENTAGE: (0.00%)  
STRATEGY TERM: 1 Year  
INITIAL ANNUAL INDEX CAP: (5.00%)  
MINIMUM GUARANTEED ANNUAL INDEX CAP: [3.00%]

**{MONTHLY POINT-TO-POINT WITH CAP INDEXED ACCOUNT STRATEGY:**

ALLOCATED PREMIUM: (\$0.00)  
ALLOCATION PERCENTAGE: (0.00%)  
STRATEGY TERM: 1 Year  
INITIAL MONTHLY INDEX CAP: (1.50%)  
MINIMUM GUARANTEED MONTHLY INDEX CAP: [0.50%]

---

**FORETHOUGHT {FUTURE INCOME SOLUTIONS} INDEXED ANNUITIES<sup>SM</sup>  
DISCLOSURE STATEMENT  
SINGLE PREMIUM DEFERRED ANNUITY CONTRACT  
CONTAINS FIXED AND INDEXED STRATEGIES**

**Thank you for applying for a Forethought Life Single Premium Deferred Annuity Contract series FA2001SPDAX-01 (may be referred to as Certificate series GA2001SPDAX-01 in some states). This is a summary of the features and benefits of your annuity provisions, but it is not part of your Contract. Please read the following information carefully, sign, and return the original Disclosure Statement.**

**Annuity Contract:** The Single Premium Deferred Annuity Contract with fixed and indexed interest strategies is issued by Forethought Life Insurance Company. This Contract is intended for retirement funding or other long-term accumulation needs. Substantial Contract-imposed penalties may apply to full and partial withdrawals in the first 10 years. Under current Federal tax law, interest credited is not taxed and income taxes are not due until monies are withdrawn. In addition to regular income tax, interest withdrawn prior to age 59½ may be subject to a 10% Federal penalty tax. Contract withdrawals are treated as coming from interest first. Amounts received as Annuity Payments under an Annuity Option generally are partly included in taxable income and partly excluded as a return of Premium paid for the Contract.

There is no additional tax-deferral benefit for annuities purchased in an IRA, Roth IRA or other tax qualified plan, since these are already tax-deferred. Placing an annuity in an IRA, Roth IRA or other tax qualified plan will receive no additional tax advantage from the annuity. Therefore, in considering whether or not to purchase such an annuity, only consider the annuity's other features, including the availability of lifetime payments and guaranteed minimum contract values.

**Premium:** Your premium is credited to your Contract on the issue date. (Contract Years are one-year periods beginning on each Contract Anniversary. The first Contract Year begins on the issue date.)

**Accumulation Value:** Your accumulation value, or Contract Value, equals the sum of the Account Strategy Values. There are no annual administrative fees, front-end sales charges or loads. There may be rider charges associated with any riders you have chosen to attach to your Contract. Some states charge a premium tax. At our discretion, premium taxes may be deducted from your Contract Value if we are required to pay them.

**Choice of Fixed Account Strategy(ies) and Indexed Account Strategy(ies):** The Forethought Life Single Premium Deferred Annuity Contract provides a choice of a fixed interest and indexed interest strategies. You specify how to allocate the premium between the strategies you select.

Each available strategy has company-declared factors used in calculating interest earnings for that strategy. These company-declared factors are set in advance and are guaranteed not to change during the Strategy Term. On each Contract Anniversary, you will be sent a report with information about your Contract Value.

Except for the 1-Year Fixed Account Strategy, we may cease to offer a specific Account Strategy on a future Contract Anniversary. We may offer additional strategies on a future Contract Anniversary, subject to the approval of the Insurance Department of the state in which this Contract was issued.

**Fixed Account Strategy(ies):** This Contract provides one or more Fixed Account Strategies. Daily interest, declared by us, is credited to each Fixed Account Strategy Value at a rate guaranteed not to change during the Strategy Term for that Strategy, but may change for future Strategy Terms. The minimum guaranteed annual interest rate for each of these accounts is {1.00%} per annum.

**Indexed Account Strategy(ies): Not all Strategies may be available.**

**{Annual Cap with Monthly Averaging**

This index method credits interest at the end of each Strategy Term based on the average monthly percentage change in the S&P 500 Index since the beginning of the Strategy Term, but not to exceed a percentage change (called the Annual Index Cap). The Annual Index Cap is declared in advance and is guaranteed not to change during the Strategy Term, but may change for future Strategy Terms. The guaranteed minimum Annual Index Cap is {3%} for this strategy.

**{Annual Spread with Monthly Averaging**

This index method credits interest at the end of each Strategy Term based on the average monthly percentage change in the S&P 500 Index since the beginning of the Strategy Term, reduced by a Spread percentage change (called the Annual Index Spread). The Annual Index Spread is declared in advance and is guaranteed not to change during the Strategy Term, but may change for future Strategy Terms. The guaranteed maximum Annual Index Spread is {15%} for this strategy.

**{One Year Point-to-Point with Cap**

This index method credits interest at the end of each Strategy Term based on the percentage change in the S&P 500 Index since the beginning of the Strategy Term, but not to exceed a percentage change (called the Annual Index Cap). The Annual Index Cap is declared in advance and is guaranteed not to change during the Strategy Term, but may change for future Strategy Terms. The guaranteed minimum Annual Index Cap is {3%} for this strategy.

**{Monthly Point-to-Point with Cap**

This index method credits interest at the end of each Strategy Term. The rate of interest is the sum of the percentage changes in the S&P 500 Index in each of the 12 monthly periods during the Strategy Term. Each monthly percentage change included in this sum is limited to a maximum amount called a Monthly Index Cap. The Monthly Index Cap is declared in advance and is guaranteed not to change during the Strategy Term, but may change for future Strategy Terms. The minimum guaranteed Monthly Index Cap is {0.50%}.

**Allocation of Premium:** The Forethought Life Single Premium Deferred Annuity Contract provides a choice of how you allocate your premiums among the fixed interest and indexed interest strategies. You choose your premium allocation percentages at issue.

**Reallocation of Contract Value:** You may reallocate your Contract Value among the Fixed and Indexed Account Strategies at the end of each Strategy Term.

**Access to Contract Value:** Withdrawal provisions give you access to your Contract Value. Withdrawals in the first 10 Contract Years are subject to Withdrawal Charges and any applicable Market Value Adjustment. The first Contract Year begins on the issue date. After the first Contract Year, you may make cumulative withdrawals each Contract Year of up to 10% of the Contract Value at the beginning of

the Contract Year without incurring Withdrawal Charges. Withdrawals are made from each strategy in the proportion that each strategy bears to the total Contract Value.

**Contract Withdrawal Value:** If you surrender your Contract you will receive the Contract Withdrawal Value. The Contract Withdrawal Value is the greater of:

- the Contract Value less Withdrawal Charges and any applicable Market Value Adjustment; and
- the Minimum Guaranteed Contract Withdrawal Value defined in the Contract.

**Withdrawal Charge:** Withdrawal Charges may be assessed on Contract Value withdrawals that exceed the Free Withdrawal Amount. The Withdrawal Charge is equal to the reduction in Contract Value resulting from the Withdrawal, less any available Free Withdrawal Amount, multiplied by the Withdrawal Charge percentages shown in the table below. Withdrawal Charges are not assessed against death benefit proceeds paid due to the death of the Owner. Withdrawal Charges are also not assessed against amounts applied to certain Annuity Options, as set forth in the Contract.

Contract Year	1	2	3	4	5	6	7	8	9	10	11 & Later
Withdrawal Charge	12%	12%	11%	10%	9%	8%	7%	6%	4%	2%	0%

**Market Value Adjustment:**

{ If chosen (or selected) at issue. Any amounts that are assessed a Withdrawal Charge will also be subject to a Market Value Adjustment, which may increase or decrease the Contract Value. Market Value Adjustments will not be applied to any Death Benefits paid due to the death of the Owner. Within limits, Market Value Adjustments generally increase the Contract Value when interest rates fall and decrease the Contract Value when interest rates rise. }

{Not applicable.}

{  
**Guaranteed Lifetime Income Benefit:**

This benefit may be added to your Contract by a Rider, as listed on the Contract Data Page. The Guaranteed Lifetime Income Benefit gives you the right to make Systematic Withdrawals from the Contract up to the amount of the Guaranteed Lifetime Annual Income (GLAI) each year beginning on the Option Date and lasting as long as you live – even after the Contract Value has been exhausted (assuming annual withdrawals do not exceed the GLAI). The Option Date is a date you choose; it does, however, have to be after the Guaranteed Lifetime Income Benefit Waiting Period and after you turn age 59½. The Guaranteed Lifetime Income Benefit Waiting Period is specified on the Contract Data Page. You can change the amount or frequency of your Systematic Withdrawals once per Contract Year.

There may be a monthly charge for this benefit.

The amount of the GLAI on the Option Date is equal to the Guaranteed Lifetime Income Benefit Factor multiplied by the Guaranteed Lifetime Income Account Value. The Guaranteed Lifetime Income Benefit Factor depends on 1) the Income Option you choose on the Option Date, 2) Your attained age on the Option Date, and 3) the Guaranteed Lifetime Income Benefit Factor Schedule in effect on the Option Date.

The Guaranteed Lifetime Income Benefit Factor Schedule may change from time to time prior to the Option Date. The Guaranteed Lifetime Income Benefit Factor will never be less than the applicable Minimum Guaranteed Lifetime Income Benefit Factor shown in this table:

<u>Income Option</u>	<u>Minimum Guaranteed Lifetime Income Benefit Factor</u>
Level Single Life	{ 4% }
Increasing Single Life	{ 3% }
Level Joint Life	{ 3% }
Increasing Joint Life	{ 2% }

The GLAI under Level Income Options does not change after the Option Date other than as a result of the Step-Up and Excess Withdrawal provisions. The GLAI under an Increasing Income Option will increase on each Contract Anniversary by { 2% } of the prior year GLAI starting on the 2<sup>nd</sup> Contract Anniversary following the Option Date and ending once the Contract Value has been exhausted.

The Single Life Income Options allow annual Systematic Withdrawal of the GLAI during your lifetime. Joint Life Income Options allow your spouse to continue Systematic Withdrawal of the GLAI following your death and for the remainder of your spouse's life. To take advantage of this option your eligible spouse must be named on the Option Date and your spouse must exercise her/his right to continue the Contract following your death.

The GLAI is the most you can withdraw per Contract Year without affecting future withdrawals available under the Guaranteed Lifetime Income Benefit. Withdrawals in excess of this amount during a Contract Year will cause a reduction in the GLAI available for future years and could result in termination of the Guaranteed Lifetime Income Benefit and your Contract. If Excess Withdrawals result in your GLAI falling below {\$100} and your Contract Value dropping below {\$5,000}, we will treat this as a termination of the Contract and send you the remaining Contract Withdrawal Value.

On the Issue Date of the Contract the Guaranteed Lifetime Income Account Value (GLIAV) is equal to the premium you paid.

After that, and until the earlier of the Option Date and the tenth Contract Anniversary, the GLIAV accumulates at {5}% interest on each Contract Anniversary. The GLIAV will not increase thereafter. There is no increase in the GLIAV between Contract Anniversaries.

The GLIAV is only used to establish the amount of the Guaranteed Lifetime Annual Income; it can only be accessed through Systematic Withdrawals and will not be available for a lump sum withdrawal. Only the Contract Value is available as a lump sum payment. You can change the frequency of your Systematic Withdrawals once per Contract Year.

The Guaranteed Lifetime Income Benefit will also terminate:

- If the Contract is terminated;
- If a death benefit is paid;
- If you elect to begin payments under an Annuity Option;
- Upon the death following the Option Date of the person on whose life the benefit depends; or
- On any date following the Option Date that the owner is changed other than for spousal continuation of the Contract where a Joint Life Income Option has been selected.

}

{

**Guaranteed Lifetime Income Benefit Plus:** This benefit may be added to your Contract by a Rider, as listed on the Contract Data Page. The Guaranteed Lifetime Income Benefit gives you the right to make Systematic Withdrawals from the Contract up to the amount of the Guaranteed Lifetime Annual Income (GLAI) each year beginning on the Option Date and lasting as long as you live – even after the Contract Value has been exhausted (assuming annual withdrawals do not exceed the GLAI). The Option Date is a date you choose; it does, however, have to be after the Guaranteed Lifetime Income Benefit Waiting Period and after you turn age 59½. The Guaranteed Lifetime Income Benefit Waiting Period is specified on the Contract Data Page. You can change the amount or frequency of your Systematic Withdrawals once per Contract Year.

There may be a monthly charge for this benefit.

The amount of the GLAI on the Option Date is equal to the Guaranteed Lifetime Income Benefit Factor multiplied by the Guaranteed Lifetime Income Account Value. The Guaranteed Lifetime Income Benefit Factor depends on 1) the Income Option you choose on the Option Date, 2) Your attained age on the Option Date, and 3) the Guaranteed Lifetime Income Benefit Factor Schedule in effect on the Option Date.

The Guaranteed Lifetime Income Benefit Factor Schedule may change from time to time prior to the Option Date. The Guaranteed Lifetime Income Benefit Factor will never be less than the applicable Minimum Guaranteed Lifetime Income Benefit Factor shown in this table:

<u>Income Option</u>	<u>Minimum Guaranteed Lifetime Income Benefit Factor</u>
Level Single Life	{ 4% }
Increasing Single Life	{ 3% }
Level Joint Life	{ 3% }
Increasing Joint Life	{ 2% }

The GLAI under Level Income Options does not change after the Option Date other than as a result of the Step-Up and Excess Withdrawal provisions. The GLAI under an Increasing Income Option will increase on each Contract Anniversary by { 2% } of the prior year GLAI starting on the 2<sup>nd</sup> Contract Anniversary following the Option Date and ending once the Contract Value has been exhausted.

The Single Life Income Options allow annual Systematic Withdrawal of the GLAI during your lifetime. Joint Life Income Options allow your spouse to continue Systematic Withdrawal of the GLAI following your death and for the remainder of your spouse's life. To take advantage of this option, your eligible spouse must be named on the Option Date and your spouse must exercise her/his right to continue the Contract following your death.

The GLAI is the most you can withdraw per Contract Year without affecting future withdrawals available under the Guaranteed Lifetime Income Benefit. Withdrawals in excess of this amount during a Contract Year will cause a reduction in the GLAI available for future years and could result in termination of the Guaranteed Lifetime Income Benefit and your Contract. If Excess Withdrawals result in your GLAI falling below {\$100} and your Contract Value dropping below {\$5,000}, we will treat this as a termination of the Contract and send you the remaining Contract Withdrawal Value.

On the Issue Date of the Contract the Guaranteed Lifetime Income Account Value (GLIAV) is immediately {15%} more than the premium you paid, while the Contract Value is equal to the premium.

After that, and until the earlier of the Option Date and the tenth Contract Anniversary, the GLIAV accumulates at {5%} interest on each Contract Anniversary. The GLIAV will not increase thereafter. There is no increase in the GLIAV between Contract Anniversaries.

The GLIAV is only used to establish the amount of the Guaranteed Lifetime Annual Income; it can only be accessed through Systematic Withdrawals and will not be available for a lump sum withdrawal. Only the Contract Value is available as a lump sum payment. You can change the frequency of your Systematic Withdrawals once per Contract Year.

The Guaranteed Lifetime Income Benefit will also terminate:

- If the Contract is terminated;
- If a death benefit is paid;
- If you elect to begin payments under an Annuity Option;
- Upon the death following the Option Date of the person on whose life the benefit depends; or
- On any date following the Option Date that the owner is changed, other than for spousal continuation of the Contract where a Joint Life Income Option has been selected.

}

**Death Benefit:** If an Owner dies during the Accumulation Period, your Beneficiary(ies) will be paid a death benefit. The death benefit will be the Contract Value as of the date We receive proof of death and election of payment method. At that time and until distributed, the death benefit will receive interest at a rate required by the state in which the Contract is issued. Alternatively, if the Contract is continued by a surviving spouse, the Contract Value may remain in the currently selected strategies for the remainder of the Strategy Term.

**Annuity Options:** Your Contract provides the following Annuity Options. Other Annuity Options may be available on your Annuity Date.

**Life Annuity** – Annuity payments continuing for the lifetime of the Annuitant, and terminating with the last payment prior to the Annuitant's death.

**Life Annuity with 10 Years of Annuity Payments Guaranteed** – Annuity payments continuing for the lifetime of the Annuitant, terminating at the later of the last payment prior to the Annuitant's death or for 120 months.

**Life Annuity with 20 Years of Annuity Payments Guaranteed** – Annuity payments continuing for the lifetime of the Annuitant, terminating at the later of the last payment prior to the Annuitant's death or for 240 months.

**Joint and Last Survivor Annuity** – Annuity payments continuing for the joint lifetimes of the Annuitant and the Joint Annuitant, terminating with the last payment prior to the last survivor's death.

**Joint and Last Survivor Annuity with 10 Years of Annuity Payments Guaranteed** – Annuity payments continuing for the joint lifetimes of the Annuitant and the Joint Annuitant, terminating at the later of the last payment prior to the last survivor's death or for 120 months.

**Guaranteed Payment Period** – Annuity payments continuing for a guaranteed period of from 5 to 30 years. The payments do not depend on the Annuitant's life.

**Alternative Life Annuity Option** – Annual annuity payments equal to the Guaranteed Lifetime Annual Income continuing for your lifetime, and terminating with the last payment prior to your death. This option is only available if the Annuity Date occurs on the Maturity Date at your attained age 100.

**Other Riders:** You may have elected to attach an available rider to your Contract. The following is a brief description of other riders that may be available.

{  
**Increased Death Benefit Guarantee Rider:** This Rider will pay the greater of the Increased Death Benefit Guarantee and the Contract's Death Benefit, if a death benefit is paid under the Contract.

The Increased Death Benefit Guarantee is determined at the beginning of each Contract Year, and immediately after any withdrawal. The Increased Death Benefit Guarantee is equal to:

1. Premium paid; less
2. Any withdrawals taken, including Withdrawal Charges and Market Value Adjustments if applicable; multiplied by
3. the lesser of
  - a. One plus the Increased Death Benefit Guarantee Factor; and
  - b. The Death Benefit Guarantee Rider Maximum Growth shown on the Contract Data Page.

The Increased Death Benefit Guarantee Factor is used to calculate the Increased Death Benefit Guarantee. The Increased Death Benefit Guarantee Factor is equal to (R) x (Y) where

(R) is the Death Benefit Guarantee Rider Annual Benefit Increase; and

(Y) is the number of Contract Anniversaries that have occurred on or before the date an Owner dies.

The Increased Death Benefit Guarantee Factor will not increase after the Contract Anniversary next following the oldest original Owner's 85<sup>th</sup> birthday.

On each Contract Anniversary while this Rider is in force, a Rider Charge will be assessed to the Contract Value.

}

{

**Nursing Home Waiver Rider:** This rider waives the Withdrawal Charge on any withdrawal of Contract Value after we receive proof that you have been confined to an Approved Nursing Facility on or after the first Contract Anniversary and continuing for at least 60 consecutive days. There is no rider charge for this rider and it is attached to your Contract automatically if approved in the state in which this Contract is issued.

}

{

**Terminal Illness Waiver Rider:** This rider waives the Withdrawal Charge on any withdrawal of Contract Value after the first Contract Anniversary and after we receive proof that you suffer from a Terminal Illness which will result in death within 12 months. There is no rider charge for this rider and it is attached to your Contract automatically if approved in the state in which this Contract is issued.

}

**Summary:** Forethought Life Insurance Company of Batesville, Indiana issues the Forethought {Future Income Solutions Annuities}. This Single Premium Deferred Annuity may not be available in all states (may be referred to as an "equity indexed annuity" in certain states). The Contract may be subject to Withdrawal Charges.

This Single Premium Deferred Annuity is not a registered security or stock market investment and does not directly participate in any stock or equity investment.

This Disclosure Statement contains a summary description of this Single Premium Deferred Annuity. State variations may apply. The exact terms of the annuity are contained in the Contract and any attached riders or endorsements, which will control Forethought Life's contractual obligations.

The Standard & Poor's 500 Index ("S&P 500 Index") is used to determine the Index Credit. If the S&P 500 Index is discontinued or if the calculation of the Index is substantially changed, an alternative Index will be substituted, as approved by the Insurance Department of the state in which this Contract is issued. You will be notified in writing if this happens. "Standard & Poor's®," "S&P®," "S&P 500®," "Standard & Poor's 500," and "500" are trademarks of The McGraw-Hill Companies, Inc. and have been licensed for use by Forethought Life Insurance Company. The Contract is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the Contract.

**FORETHOUGHT {FUTURE INCOME SOLUTIONS} INDEXED ANNUITIES<sup>SM</sup>  
 DISCLOSURE STATEMENT SIGNATURE PAGE  
 SINGLE PREMIUM DEFERRED ANNUITY  
 CONTAINS FIXED AND INDEXED STRATEGIES**

**Owner's Statement – I certify that:**

- I understand that:
  - The Contract provides a choice between fixed and indexed interest account strategies.
  - The Contract Withdrawal Value is the amount to be paid to me if I fully surrender the Contract. It may include the assessment of Withdrawal Charges and Market Value Adjustments, if applicable.
  - For the Fixed Account Strategy(ies), the Minimum Annual Interest Rate for new Contracts is {1.00%}.
  - The Contract is not a registered security or stock market investment and does not directly participate in any stock or equity investment.
  - Only the interest earned in an Indexed Account Strategy may be affected by a stock or equity index.
  - The final decision regarding the allocation of monies between each Fixed Account Strategy and each Indexed Account Strategy is mine, based on my individual situation, needs and goals, and that my agent is not acting as a registered investment adviser.
  - If I place an annuity in an IRA, Roth IRA, or other tax qualified plan, I will receive no additional tax advantage from the annuity.
  - I can reallocate my Contract Value at the end of each Strategy Term to an available Strategy.
- I have received, read, and understand the Contract Disclosure Statement and I have kept a copy of it.
- I have received a copy of the Buyer's Guide to Fixed Deferred Annuities with Appendix for Equity-Indexed Annuities.
- I believe that this annuity Contract is a suitable product for my financial needs.
- I made my strategy account selections and premium allocation percentages on the application, as set forth below:

%	<b>Strategy Account Selections and Allocation Percentages</b>
	1-Year Fixed Account Strategy
{	2-Year Fixed Account Strategy }
{	3-Year Fixed Account Strategy }
{	4-Year Fixed Account Strategy }
{	5-Year Fixed Account Strategy }
{	7-Year Fixed Account Strategy }
{	10-Year Fixed Account Strategy }
{	Annual Cap with Monthly Averaging }
{	Annual Spread with Monthly Averaging }
{	One Year Point-to-Point with Cap }
{	Monthly Point-to-Point with Cap }
<b>100</b>	<b>Total Must Equal 100%</b>

\_\_\_\_\_  
 Owner Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Joint Owner Signature (if applicable)

\_\_\_\_\_  
 Date

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**FORETHOUGHT { FUTURE INCOME SOLUTIONS } INDEXED ANNUITY<sup>SM</sup>  
DISCLOSURE STATEMENT AGENT'S SIGNATURE PAGE  
SINGLE PREMIUM DEFERRED ANNUITY CONTRACT  
CONTAINS FIXED AND INDEXED STRATEGIES**

**Agent's Statement – I certify that:**

- I have read the Forethought {Future Income Solutions} Producer Guidelines.
- I gave a copy of the Disclosure Statement to the Owner.
- {I gave a copy of the Buyer's Guide to Fixed Deferred Annuities with Appendix for Equity-Indexed Annuities to the Owner.}
- I made no statement that is inconsistent with the Disclosure Statement, nor have I made any promises about expected future fixed interest rates, index spreads or index caps of the annuity Contract.

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Agent Signature

Agent Printed Name

Date

**Instruction to Agent:**

- Give this Disclosure Statement to the Owner/Joint Owner
- {Two copies of the Disclosure Statement Signature Page are included for your convenience.}
  - Complete "fill-in" items. You and the Owner/Joint Owner must sign the Signature Page. It is acceptable to either photocopy the signed, original Signature Page or if a photocopy is not available, to complete and sign two Signature Pages.
  - Give one signed copy to the Owner/Joint Owner.
  - Send the original signed copy along with the annuity application and any other new business forms to:  
Forethought Life Insurance Company  
P.O. Box 246  
Batesville, IN 47006-0246

**Statement of Variability**  
**Forethought Life Insurance Company**  
**Disclosure Form FA5065SPDAX-02**

**Product Name** – The name of the product may be changed for new issues.

**Fixed and Indexed Account Strategies** – These sections will only appear if the Strategy is available at the time of issue.

**Fixed Account Strategy** – The minimum guaranteed annual interest rate will vary from 0.00% to 3.00%.

**Annual Cap with Monthly Averaging** – The minimum guaranteed Annual Index Cap will vary from 0.50% to 5.0%.

**Annual Spread with Monthly Averaging** – The maximum guaranteed Annual Index Spread will vary from 7.0% to 25.00%.

**One Year Point-to-Point with Cap** – The minimum guaranteed Annual Index Cap will vary from 0.50% to 5.0%.

**Monthly Point-to-Point with Cap** – The minimum guaranteed Monthly Index Cap will vary from 0.25% to 2.0%.

**Market Value Adjustment Section** – The paragraph describing the MVA will appear only if the Market Value Adjustment Endorsement is added at time of issue. Otherwise, “not applicable” will appear.

**Guaranteed Lifetime Income Benefit (Plus) Section** – Each section will appear only if offered by the company at time of issue.

**Guaranteed Lifetime Income Benefit factors** - This table lists the 4 income options available under the Guaranteed Lifetime Income Benefit rider. Each of the Guaranteed Lifetime Income Benefit factors in this table will vary from 1% to 10% as indicated in the Form’s SOV. Additional age breaks may be shown with different percentages by attained age.

**Cost of Living Increase Factor** - “The GLAI under an Increasing Income Option will increase on each Contract Anniversary by [2%] ....” This bracketed value is the “Cost of Living Increase Factor” and will vary from 0.25% to 7.0.

**GLIA Accumulation Rate** – will vary between 0.2% and 10%. We do not anticipate changing this amount but may revise it for future issues if product’s profitability does not meet expectations or to remain competitive.

**Guaranteed Lifetime Income Account Premium Factor** – Offered only on the “Plus” rider. This will be greater than 1% and less than or equal to 50%. We do not anticipate changing this amount but may revise it for future issues if product’s profitability does not meet expectations or to remain competitive.

**Withdrawal Limitations** - “If Excess Withdrawals result in your GLAI falling below [\$100] and your Contract Value dropping below [\$5,000]...” The first of these bracketed values is the “Minimum Systematic Withdrawal Amount” and will vary from \$25 to \$250. The second of these bracketed values is the “Minimum Contract Value after Withdrawal” and will vary from \$1,000 to \$10,000.

**Increased Death Benefit Guarantee Rider section** – This section will only appear if this benefit is offered by the company at time of issue.

**Nursing Home Waiver Rider** – This section will only appear if this benefit is offered by the company at time of issue.

**Terminal Illness Waiver Rider** – This section will only appear if this benefit is offered by the company at time of issue.

**Strategies on Signature Page** – Only the Strategies offered by the company at the time of issue will appear.

**Statement of Variability Certification:**

Forethought Life Insurance Company certifies that:

- The final form issued to the consumer will not contain brackets denoting variable text.
- The use of variable text will be administered in a uniform and non-discriminatory manner and will not result in unfair discrimination.
- Only text included in this Statement will be allowed to be used on the referenced forms received by consumers.
- Any changes to variable text or permissible range of values will be submitted for approval prior to implementation.

**Statement of Variability**  
**Forethought Life Insurance Company, Batesville Indiana**  
**Contract Form Series FA2001SPDAX-01**

The following values on the Contract Data Page are bracketed to indicate they may vary by contract.

- The “Premium Tax Paid” and “Premium Less Premium Tax” fields on the Contract Data Page are bracketed [ ] and may be included where applicable, or omitted. If we are required to pay premium tax at issue in the state in which the contract is issued, Premium Tax Paid will be Premium Paid times the state’s premium tax rate, and Premium Less Premium Tax will be Premium Paid minus Premium Tax Paid; otherwise these fields will be omitted.

The following values on the Contract Data Page are bracketed. Any changes in these values will be applicable to future issues only.

- The “Minimum Allocation to Any Strategy” will vary from \$1,000 to \$20,000.
- The “Minimum Withdrawal Amount” will vary from \$1,000 to \$2,500.
- The “Minimum Systematic Withdrawal Amount” will vary from \$25 to \$250.
- The “Minimum Contract Value After Withdrawal” will vary from \$1,000 to \$10,000.
- The “Minimum Guaranteed Contract Withdrawal Value Premium Factor” will vary from 87.5% to 100.0%.
- The “Minimum Guaranteed Contract Withdrawal Value Interest Rate (Fixed and Indexed Allocations)” will vary from 1.00% to 3.00%. These rates are tied to the five-year Constant Maturity Treasury Rate. The methodology for determining the rate is included in the Actuarial Memorandum. Any changes will be applicable only to future issues. The rate will always be equal to or exceed the rate produced by procedures filed with the Department. In addition, any changes in our procedures for determining the minimum guaranteed Accumulation Period interest rate will be filed with the Department prior to use.

For each Fixed and Indexed Account Strategy shown on the Contract Data Pages, the following values are bracketed. These will vary by Contract, according to the Strategies offered and per the Owner’s specifications:

- The Allocated Premium will vary from \$0 to the full amount of premium paid, according to the Owner’s specified premium allocation.
- The Allocated Percentage will vary from 0% to 100%, according to the Owner’s specified premium allocation.

## Fixed Account Strategies

The following rider information sections on the Contract Data Page are bracketed to indicate that each version of the “Fixed Account Strategy Rider” may not be offered initially, but may be added for new and existing contracts in the future. Each Strategy will appear if offered at issue. The 1-Year Fixed Account Strategy will always be offered.

- 2-Year Fixed Account Strategy.
- 3-Year Fixed Account Strategy.
- 4-Year Fixed Account Strategy.
- 5-Year Fixed Account Strategy.
- 7-Year Fixed Account Strategy.
- 10-Year Fixed Account Strategy.

For each Fixed Account Strategy shown on the Contract Data Page, the following values are bracketed. Any changes in these values will apply to future issues only:

- The “Strategy End Year” will vary from “2<sup>nd</sup> Year” to “100<sup>th</sup> Year”.
  - The “Strategy End Year” will not appear for the 1-Year Fixed Account Strategy and is not applicable to that Strategy.
- The “Initial Annual Interest Rate” will vary from 0.00% to 99.00%.
- The Minimum Annual Interest Rate will vary from 0.00% to 3.0%.
- The “Interest Rate Bonus” and related disclaimer language will appear only if an interest bonus is offered.
  - If offered for the Strategy, will vary from 0.10% to 10.0%.
  - If not offered for the Strategy, the “Interest Rate Bonus” section will not appear for the Strategy.

## Indexed Account Strategies

The following rider information sections on the Contract Data Page are bracketed to indicate that each version of the “Indexed Account Strategy Rider” may not be offered initially, but may be added for new and existing contracts in the future. Each Strategy will appear if offered at issue.

- Annual Cap With Monthly Averaging Indexed Account Strategy
- Annual Spread with Monthly Averaging Indexed Account Strategy
- One Year Point-to-Point with Cap Indexed Account Strategy
- Monthly Point-to-Point with Cap Indexed Account Strategy

For each Indexed Account Strategy shown on the Contract Data Page, the following values are bracketed. Any changes in these values will apply to future issues only:

- The “Annual Index Cap” for both the Annual Cap With Monthly Averaging and the One Year Point-to-Point with Cap Indexed Account Strategies will

- vary between 0.5% and 20.0%. The Minimum Guaranteed Annual Index Cap will vary from 0.50% to 5.0%
- The “Annual Index Spread” for the Annual Spread with Monthly Averaging Indexed Account Strategy will vary between 0.0% and 25.0%. The Maximum Guaranteed Annual Index Spread will vary from 7.0% to 25.0%.
  - The “Monthly Index Cap” for the Monthly Point-to-Point with Cap Indexed Account Strategy will vary between 0.25% and 10.0%. The Minimum Guaranteed Monthly Index Cap will vary from 0.25% to 2.0%.

The following values on the Contract Data Page are bracketed to indicate that each version of the “Guaranteed Lifetime Income Rider” may not be offered initially, but may be added for future issues. At least one of these Riders will be offered initially.

- The “Guaranteed Lifetime Income Benefit Rider” section on the Contract Data Page is bracketed to indicate this rider may be available at the time of issue. The entire section will appear only if offered and elected by the owner at issue. For this Rider, any changes in the following values will be applicable to future issues only:
  - The “Minimum Guaranteed Lifetime Income Benefit Factors”:
    - Attained ages: ages are bracketed to indicate there may be age groupings with equal factors.
    - Level Single Life Income Option will vary from 1% to 10%
    - Increasing Single Life Income Option will vary from 1% to 10%
    - Level Joint Life Income Option will vary from 1% to 10%
    - Increasing Joint Life Income Option will vary from 1% to 10%
  - The “Cost of Living Increase Factor” will vary from 0.25% to 7.0%
  - The “Guaranteed Lifetime Income Benefit Waiting Period” will vary between 0 and 60 months.
  - The “Guaranteed Lifetime Income Account Accumulation Rate” will vary from 0.2% to 10%.
  - The “Guaranteed Lifetime Income Benefit Rider Annual Charge Rate” will vary from 0% to 5%.
  - The “Initial Guaranteed Lifetime Income Account Value” is equal to Premium.
- The “Guaranteed Lifetime Income Benefit Plus Rider” section on the Contract Data Page is bracketed to indicate this rider may be available at the time of issue. The entire section will appear only if offered and elected by the owner at issue. For this Rider, any changes in the following values will be applicable to future issues only:

- The “Minimum Guaranteed Lifetime Income Benefit Factors”:
  - Attained ages: ages are bracketed to indicate there may be age groupings with equal factors.
  - Level Single Life Income Option will vary from 1% to 10%
  - Increasing Single Life Income Option will vary from 1% to 10%
  - Level Joint Life Income Option will vary from 1% to 10%
  - Increasing Joint Life Income Option will vary from 1% to 10%
- The “Cost of Living Increase Factor” will vary from 0.25% to 7.0%.
- The “Guaranteed Lifetime Income Benefit Waiting Period” will vary between 0 and 60 months.
- The “Guaranteed Lifetime Income Account Premium Factor” will be greater than 100% and less than or equal to 150%.
- The “Guaranteed Lifetime Income Account Accumulation Rate” will vary from 0.2% to 10%.
- The “Guaranteed Lifetime Income Benefit Annual Rider Charge Rate” will vary from 0% to 5%.
- The “Initial Guaranteed Lifetime Income Account Value” is equal to Premium multiplied by the Guaranteed Lifetime Income Account Premium Factor.

The following values on the Contract Data Page are bracketed to indicate that the Market Value Adjustment may be added to the contract at issue, at the option of the company. It will not be added or withdrawn after issue.

- “Market Value Adjustment” will be either “Not applicable to this Contract” if not added to the contract at issue or “Applies to this Contract – See Market Value Adjustment Endorsement” if added to the contract at issue by the company.
- “Market Value Adjustment Percentage Factor” will vary between 50% and 100%.

The following values on the Contract Data Page are bracketed to indicate that the “Increased Death Benefit Guarantee Rider” is optional, and that this information will appear only when the Rider is offered by the company and selected on the issue date by the Owner.

- The “Increased Death Benefit Guarantee Rider” section on the Contract Data Page is bracketed to indicate this rider is optional, and can be selected at the discretion of an eligible Owner.
  - The “Death Benefit Guarantee Rider Annual Charge” will vary from 0.10% to 2.00%

- The “Death Benefit Guarantee Rider Annual Benefit Increase” will vary from 0.25% to 10%.
- The “Death Benefit Guarantee Rider Maximum Growth” will vary from 20% to 500%.