

State: Arkansas **Filing Company:** Midland National Life Insurance Company
TOI/Sub-TOI: A08G Group Annuities - Unallocated/A08G.002 GIC
Product Name: Form 2510 11-12
Project Name/Number: Form 2510 11-12/Form 2510 11-12

Filing at a Glance

Company: Midland National Life Insurance Company
Product Name: Form 2510 11-12
State: Arkansas
TOI: A08G Group Annuities - Unallocated
Sub-TOI: A08G.002 GIC
Filing Type: Form
Date Submitted: 11/19/2012
SERFF Tr Num: NALH-128772322
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: FORM 2510 11-12

Implementation: On Approval
Date Requested:
Author(s): Sherry M. Olson
Reviewer(s): Linda Bird (primary)
Disposition Date: 11/29/2012
Disposition Status: Approved-Closed
Implementation Date:

State Filing Description:

State: Arkansas **Filing Company:** Midland National Life Insurance Company
TOI/Sub-TOI: A08G Group Annuities - Unallocated/A08G.002 GIC
Product Name: Form 2510 11-12
Project Name/Number: Form 2510 11-12/Form 2510 11-12

General Information

Project Name: Form 2510 11-12 Status of Filing in Domicile: Pending
Project Number: Form 2510 11-12 Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments: Submitted to Midland's domicile state of Iowa on 11/19/2012
Explanation for Combination/Other: Market Type: Group
Submission Type: New Submission Group Market Size: Small and Large
Group Market Type: Employer Overall Rate Impact:
Filing Status Changed: 11/29/2012
State Status Changed: 11/29/2012 Deemer Date:
Created By: Sherry M. Olson Submitted By: Sherry M. Olson
Corresponding Filing Tracking Number:

Filing Description:

RE: Midland National Life Insurance Company
NAIC # 66044 FEIN # 46-0164570
Form 2510 11-12, Group Annuity Policy (Unallocated)
Form 81-62 (11-12), Application for Group Annuity Policy

We are filing the above form for review and approval. This is a new form that will not replace any existing forms.

The forms are laser printed and we reserve the right to change logos, company address, fonts and layouts. We certify the font size will never be less than the minimum 10-point required.

Form 2510 11-12 is a single premium group annuity policy. This general account contract is an unallocated guaranteed investment contract with no provision for the allocation of values or benefits to specific individuals. It will be available in the employer market for bank-, credit union- or corporate-owned life insurance where it is designed for purchase in connection with informal funding of non-qualified deferred compensation plans (employee compensation and benefit plans, key person insurance and insurance to cover the costs of providing pre- and post-retirement employee benefits).

The owner selects a 1-, 2- or 3-year contract term. The interest rate is guaranteed for the term of the contract. Surrender charges apply if the contract is surrendered prior to the maturity date; partial withdrawals are not available. The surrender charges vary between the 1, 2 and 3 year terms.

For informational purposes, a Statement of Variability is included in this filing that provides the variable ranges and variable text for the bracketed information.

Application Form 81-62 (11-12), Application for Group Annuity Policy, will be used to apply for this policy.

If you need any additional information to complete your review, please feel free to contact me at 800-283-5433, ext. 36223 or at solson@sfgmembers.com

Sincerely,

Sherry Olson
Senior Contract Analyst

State: Arkansas **Filing Company:** Midland National Life Insurance Company
TOI/Sub-TOI: A08G Group Annuities - Unallocated/A08G.002 GIC
Product Name: Form 2510 11-12
Project Name/Number: Form 2510 11-12/Form 2510 11-12

Corporate Markets Center
 Midland National Life Insurance Company &
 North American Company for Life and Health Insurance

Company and Contact

Filing Contact Information

Sherry Olson, Senior Contract Analyst solson@mnlife.com
 2000 44th St. South, Suite 300 701-433-6223 [Phone]
 Fargo, ND 58103 701-433-8223 [FAX]

Filing Company Information

Midland National Life Insurance Company	CoCode: 66044	State of Domicile: Iowa
525 W. Van Buren Street	Group Code: 431	Company Type: Life and Annuity
Chicago, IL 60607	Group Name:	State ID Number:
(800) 800-3656 ext. [Phone]	FEIN Number: 46-0164570	

Filing Fees

Fee Required? Yes
 Fee Amount: \$0.00
 Retaliatory? No
 Fee Explanation: \$50 per form x 2 forms
 Per Company: No

Company	Amount	Date Processed	Transaction #
Midland National Life Insurance Company	\$100.00	11/19/2012	65032440

SERFF Tracking #:

NALH-128772322

State Tracking #:

Company Tracking #:

FORM 2510 11-12

State:

Arkansas

Filing Company:

Midland National Life Insurance Company

TOI/Sub-TOI:

A08G Group Annuities - Unallocated/A08G.002 GIC

Product Name:

Form 2510 11-12

Project Name/Number:

Form 2510 11-12/Form 2510 11-12

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	11/29/2012	11/29/2012

SERFF Tracking #:

NALH-128772322

State Tracking #:

Company Tracking #:

FORM 2510 11-12

State:

Arkansas

Filing Company:

Midland National Life Insurance Company

TOI/Sub-TOI:

A08G Group Annuities - Unallocated/A08G.002 GIC

Product Name:

Form 2510 11-12

Project Name/Number:

Form 2510 11-12/Form 2510 11-12

Disposition

Disposition Date: 11/29/2012

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	Statement of Variabilty		Yes
Form	Group Annuity Policy		Yes
Form	Group Annuity Application		Yes

State: Arkansas
TOI/Sub-TOI: A08G Group Annuities - Unallocated/A08G.002 GIC
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Filing Company: Midland National Life Insurance Company

Form Schedule

Lead Form Number:								
Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Group Annuity Policy	Form 2510 11-12	POL	Initial		0.000	Form 2510 rev 11-8-12 - final.pdf
2		Group Annuity Application	Form 81-62 (11-12)	AEF	Initial		0.000	MNL Form 81-62 _11-12_ group annuity application rev 11-16-12.pdf

Form Type Legend:

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



Principal Office: 4350 Westown Parkway, West Des Moines, IA 50266
Corporate Markets Center: 2000 44th St. S, Suite 300, Fargo, ND 58103 (800) 283-5433
www.sfgcorpmarkets.com

GROUP ANNUITY POLICY

NON-PARTICIPATING - NOT ELIGIBLE FOR DIVIDENDS

In this Policy, Midland National Life Insurance Company is referred to as "We", "Us", "Our", or the "Company". "You" and "Your" refer to the Owner.

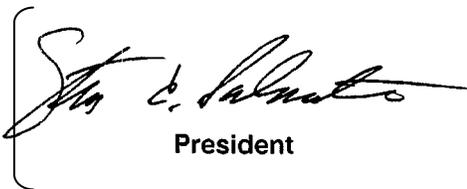
We agree to pay the benefits according to the terms and conditions of this policy.

CONSIDERATION - This Policy is issued in consideration of any application(s) and payment of the Premium.

PLEASE READ THIS POLICY CAREFULLY

This Policy is a legal contract between the Policyowner and Midland National Life Insurance Company.

Issued and Signed by Midland National Life Insurance Company.


President


Secretary

INDEX

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RIDERS, ENDORSEMENTS OR AMENDMENTS

Riders, endorsements, or amendments, if any, follow page 6.

***** SPECIFICATIONS PAGE *****

POLICY NUMBER: [12345678]

EFFECTIVE DATE: [JANUARY 1, 2013]

MATURITY DATE: [JANUARY 1, 2016]

OWNER: [ABC CORPORATION]

PREMIUM: [\$1,000]

GUARANTEED INTEREST RATE: [1.00%]

GUARANTEED INTEREST RATE EXPIRY DATE: [JANUARY 1, 2016]

PREMIUM EXPENSE CHARGE: [0%] OF PREMIUM

POLICY NUMBER: [12345678]

MAXIMUM SURRENDER CHARGE SCHEDULE

THE MAXIMUM SURRENDER CHARGE IS THE PERCENTAGE OF THE ACCUMULATION VALUE ON THE DATE OF SURRENDER AS SHOWN IN THE TABLE BELOW.

POLICY MONTH	PERCENT OF ACCUMULATION VALUE	POLICY MONTH	PERCENT OF ACCUMULATION VALUE
[1]	[1.00%]	[19]	[1.00%]
[2]	[1.00%]	[20]	[1.00%]
[3]	[1.00%]	[21]	[1.00%]
[4]	[1.00%]	[22]	[1.00%]
[5]	[1.00%]	[23]	[1.00%]
[6]	[1.00%]	[24]	[1.00%]
[7]	[1.00%]	[25]	[0.98%]
[8]	[1.00%]	[26]	[0.95%]
[9]	[1.00%]	[27]	[0.90%]
[10]	[1.00%]	[28]	[0.84%]
[11]	[1.00%]	[29]	[0.77%]
[12]	[1.00%]	[30]	[0.69%]
[13]	[1.00%]	[31]	[0.60%]
[14]	[1.00%]	[32]	[0.50%]
[15]	[1.00%]	[33]	[0.39%]
[16]	[1.00%]	[34]	[0.27%]
[17]	[1.00%]	[35]	[0.14%]
[18]	[1.00%]	[36]	[0.00%]

THE SURRENDER VALUE WILL NEVER BE LESS THAN THE AMOUNT OF PREMIUM PAID LESS THE PREMIUM EXPENSE CHARGE, IF ANY.

MIDLAND NATIONAL LIFE INSURANCE COMPANY

ACCEPTED BY THE POLICY OWNER

(SIGNATURE)

(SIGNATURE)

(PRINT NAME)

(PRINT NAME)

(TITLE)

(TITLE)

(DATE)

(DATE)

POLICY NUMBER: [XXXXXXXXX]

ANNUITANTS

NAME	EFFECTIVE DATE	NAME	EFFECTIVE DATE
[JOHN DOE]	[JANUARY 1, 2013]	[JANE JONES]	[JANUARY 1, 2013]
[JAMES SMITH]	[JANUARY 1, 2013]		

Definitions

Annuitant(s)	The person(s) on whose life benefits under this Policy are based. The Annuitant(s) under this Policy are shown on page 3 or an endorsement. You may change the Annuitant(s), subject to Our approval, by Written Notice to Us. We will send you an endorsement to this Policy which will show the new Annuitant(s) and the effective date of the change.
Effective Date	The date when this Policy begins and from which Policy Anniversaries, Years and months are set. We show the Effective Date on page 1.
Maturity Date	The date this Policy's Maturity Benefit is payable. The Maturity Date is shown on page 1.
Monthly Processing Day	The day every month that is the same as the Effective Date.
Policy Anniversary	The day and month every year that is the same as the Effective Date .
Policy Month	Each successive one-month period measured from the Effective Date.
Policy Year	Each successive twelve-month period measured from the Effective Date.
Written Notice	A signed written form from You satisfactory to Us and received and filed by Us at Our Corporate Markets Center.

General Provisions

Owner	You have all ownership rights. You may change the Owner, subject to Our approval, by Written Notice to Us.
Consideration	This Policy is issued in consideration of the application and payment of the Premium.
Annual Report	We will send You a report at least annually which contains the information about activity on this Policy as required by applicable law.
Entire Contract	<p>This Policy, the application(s) and any supplemental applications that We endorse upon or attach to the Policy when We issue or deliver it are the entire contract. We attached a copy of any application when We issued this Policy, and We will attach any supplemental applications to or endorse them on this Policy when the supplemental coverage becomes effective. We consider all statements made in any application, except in the case of fraud, to be representations and not warranties. No statement will be used to void this Policy unless contained in the application.</p> <p>No change or waiver of any part of this Policy will be valid unless Our President, Senior Vice President or Secretary states it in writing. No agent or other person can change or waive any part of this Policy.</p> <p>For purposes of this provision, "Policy" includes any riders, endorsements or amendments.</p>

Tax Status	This Policy is intended to meet the requirements imposed by Federal and State laws on annuity policies. We will change any Policy provision necessary to preserve the Policy's status as an annuity. If we make such a change, we will do so for all owners of Policies written on this form. We will send You an endorsement describing the change. You have the right to refuse any such endorsement made to the policy. We cannot, however, accept responsibility for the tax treatment of this or any annuity policy. You should consult Your tax advisor for individual assistance.
Assignment	You may assign this Policy, subject to any amount You owe to Us on this Policy. We will not be bound by any assignment until it is filed with Us. We will not be liable for the validity of any assignment.
Nonparticipation	This Policy is nonparticipating and does not share in Our earnings. You will not receive any dividends.
Termination	This Policy terminates on the earliest of the following: <ol style="list-style-type: none"> 1. The Maturity Date; 2. The date We receive Your Written Notice to surrender this Policy for its full Surrender Value; or, 3. If the Owner is a natural person, the Owner's death.

Values

Premium Payment	The Premium for this Policy is the single premium shown on page 1.
Interest Rate	The interest rate used to calculate the Accumulation Value will never be less than the Guaranteed Interest Rate shown on page 1. We may use interest rates greater than this rate to calculate the Accumulation Value.
Accumulation Value	<p>We calculate the Accumulation Value as follows:</p> <p>On the Effective Date: The Accumulation Value will be the Premium paid less the Premium Expense Charge, if any.</p> <p>On Each Monthly Processing Day: We will add interest at the rate shown on page 1 for the Policy Month to the Accumulation Value as of the prior Monthly Processing Day.</p> <p>On Any Other Day: We will add interest at the rate shown on page 1 for the portion of the Policy Month elapsed since the prior Monthly Processing Day to the Accumulation Value as of the prior Monthly Processing Day.</p>
Surrender Value	The Surrender Value is the Accumulation Value as of the date of surrender, less the Surrender Charge shown on page 2. The Surrender Value will never be less than the amount of Premium paid less the Premium Expense Charge, if any.

Benefits

Surrender Benefit You may request a total surrender of this Policy at any time prior to the Maturity Date by giving Us Written Notice. The amount available for surrender is the Surrender Value. We will pay the Surrender Value in one lump sum, unless you request otherwise and We approve the request.

There is no option to surrender a portion of the Surrender Value prior to the Maturity Date.

We may defer payment of the surrender amount for up to six months.

Maturity Benefit If this Policy is in effect on the Maturity Date, We will pay the Surrender Value to You in one lump sum, unless You request otherwise and We approve the request.

Death Benefit If the Owner is a natural person and dies before the Maturity Date while this Policy is in effect, we will pay the Death Benefit in one lump sum, unless the beneficiary requests otherwise and We approve the request. The Death Benefit is the Accumulation Value, calculated as of the date of death.

Beneficiary The beneficiary is the person, company, estate, or trust You last named to receive any death benefit. If no named beneficiary is living when You die, we will pay the death benefit to Your estate.

You may change the Beneficiary while the Insured is living. We will need any irrevocable Beneficiary's written consent for a change. The change will be subject to prior assignment.

You must file a Written Notice of the change with us. After We receive the notice, it will take effect on the date You signed it, subject to payments made or other action We took before We received the notice.

Additional Payment Options Surrender, Maturity and Death Benefits are payable in a lump sum or, if You request otherwise and We approve the request, according to one of the following annuity payment options.

OPTION ONE – Fixed Period Installments: Monthly payments are made for a specified number of months.

OPTION TWO – Life Annuity: Monthly payments are made while the annuitant is living. No payments are made after the death of the annuitant.

OPTION THREE – Life Annuity with Guaranteed Payments: Monthly payments are made while the annuitant is living or until the end of a specified monthly payment period, if later. No payments are made after the death of the annuitant or the end of the specified guaranteed monthly payment period, if later.

If annuity payments are made according to one of the annuity payment options, We will issue a settlement certificate when the payments begin. The settlement certificate will state the terms, conditions, and amounts of payment.

Basis of Values All values are at least equal to those required by the law of the state where this Policy is delivered. The method used to compute these values and benefits is on file with the state insurance departments.

GROUP ANNUITY POLICY

NON-PARTICIPATING – NOT ELIGIBLE FOR DIVIDENDS



1. Owner Name (If Trust, Name and Date of Trust):		2. Tax ID No.	
3. Owner Address (Street, City, State, Zip):		4. Billing Address (if different from Owner address):	
5. Plan Applied for (Name of Product): [<input type="checkbox"/> Guaranteed Investment Contract – 1 Year <input type="checkbox"/> Guaranteed Investment Contract – 2 Year <input type="checkbox"/> Guaranteed Investment Contract – 3 Year]			
6. Premium:			

Agreement

All statements made in this application are to the best of my knowledge and belief, true, complete and correctly recorded and I agree to all terms and conditions shown on this application. The application includes this part and its attached Census and any amendments and endorsements. This application will become part of the policy. By accepting the policy, the Owner consents to any changes or corrections made by the Company, except that changes in the plan or benefits will be made only with the Owner's written consent.

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION – Under penalties of perjury, I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

FRAUD STATEMENT:

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 an 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 Division of Insurance within the Department of Regulatory Agencies.

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

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

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

ME Residents: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or denial of insurance benefits.

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

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

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



Application for Group Annuity Contract

Residents of all other states: Any person who, with the intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing false or deceptive statements is/may be guilty of insurance fraud and may be subject to fines and penalties.]

Authorized individuals are signing on behalf of the entity purchasing the annuity and each individual is authorized and empowered to individually or collectively enter into contracts and financial transactions including the purchase of annuities. The entity is duly organized and existing in compliance with all laws and regulations. The entity shall notify the Company in writing of a change in or revocation of authorized individuals. The authorized individuals and the entity agree to indemnify the Company for liability of any kind arising out of any acts or omissions taken by the Company upon their instructions and in reliance on their representations to the Company in connection with the policy.

Signed at _____
City State

Signature of Owner Title Date

Agent certification

To the best of my knowledge and belief, the answers given to the questions in this application are true, complete and correctly recorded

Signature of Agent Date Agent's No.

Owner: _____

PROPOSED ANNUITANTS (Last, First, Middle Name)

I represent that, to the best of my knowledge and belief:

1. Each Proposed Annuitant is employed by the sponsoring employer, at the usual place of business with the customary duties, except as disclosed in the Details section.
2. Each Proposed Annuitant is between the ages of 18 and 85.
 - 3a. The sponsoring employer keeps employment records and can certify the accuracy of statements #1 and #2.
 - 3b. The sponsoring employer agrees that these employment records will be made available to Midland National Life Insurance Company upon request either now or at any time in the future.

Details:

I have reviewed the census information and statements #1 through #3 and agree this information is accurate.

Signature of Owner

Title

SERFF Tracking #:

NALH-128772322

State Tracking #:

Company Tracking #:

FORM 2510 11-12

State:

Arkansas

Filing Company:

Midland National Life Insurance Company

TOI/Sub-TOI:

A08G Group Annuities - Unallocated/A08G.002 GIC

Product Name:

Form 2510 11-12

Project Name/Number:

Form 2510 11-12/Form 2510 11-12

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:	Rule and Regulation 19 does not apply to this form since there is no underwriting. Certification re: Rule and Regulation 49 is attached. Group annuities are exempt from Flesch Certification under 23-80-204 Certification re: ACA 23-79-138 is attached.		
Attachment(s):	Form 2510 11-12 AR Cert.pdf		

		Item Status:	Status Date:
Satisfied - Item:	Application		
Comments:	Submitted on Form Schedule.		

		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability		
Comments:			
Attachment(s):	2510 Statement of Variability 11-8-12 _final_.pdf 81-62 Stabiliy.pdf		

TO: Arkansas Department of Insurance
FROM: Midland National Life Insurance Company
DATE: November 19, 2012
RE: Form 2510 11-12

Midland National Life Insurance Company certifies that the referenced forms comply with:

- Arkansas Rule and Regulation 49 regarding Guaranty Association Notices.
- ACA 23-79-138 regarding providing the required consumer information notice.



Carmen R. Walter, FSA, MAAA
Assistant Vice President, Product Development
Corporate Markets
Midland National Life Insurance Company

Date: November 19, 2012

STATEMENT OF VARIABILITY
Policy Form Series 2510

The following is a list of bracketed items and the corresponding range of text and/or values.

Bracketed Item	Variable Text/Range					
COMPANY LOGO, ADDRESS, WEBSITE AND OFFICER SIGNATURES	This information is bracketed for future flexibility in the event any of this information should change. Any change to the Company name and logo will be filed on an informational basis.					
POLICY NUMBER	Varies by policyowner					
EFFECTIVE DATE	Varies by policyowner					
MATURITY DATE	Will be 1, 2 or 3 years from the Effective Date, as selected by the Owner (the same selection will apply to the GUARANTEED INTEREST RATE EXPIRY DATE and the MAXIMUM SURRENDER CHARGE SCHEDULE).					
OWNER	Varies by policyowner					
PREMIUM	Single premium amount, varies by policyowner.					
GUARANTEED INTEREST RATE	Range of 0.50-3.00%; varies by number of years to maturity from the effective date.					
GUARANTEED INTEREST RATE EXPIRY DATE	Will be 1, 2 or 3 years from the Effective Date, as selected by the Owner (the same selection will apply to the MATURITY DATE and the MAXIMUM SURRENDER CHARGE SCHEDULE).					
PREMIUM EXPENSE CHARGE	Range: 0%-3.5%, based upon state of issue. The charge is based on the state's premium tax rate which is currently 0%. We reserve the right to assess a premium expense charge up to the amount needed to recoup the cost of the state's premium tax, if a premium tax is implemented by the state in the future.					
MAXIMUM SURRENDER CHARGE SCHEDULE	The duration of the Surrender Charge Schedule varies between 1, 2 or 3 years, as selected by the Owner (the same selection will apply to the MATURITY DATE and the GUARANTEED INTEREST RATE EXPIRY DATE). The amount of the maximum surrender charges is based on the 1, 2 or 3 year period selected and does not vary other than as shown below					
	1 Year		2 Year		3 Year	
	Policy Month	Amount	Policy Month	Amount	Policy Month	Amount
	1	0.25%	1	0.75%	1	1.00%
	2	0.25%	2	0.75%	2	1.00%
	3	0.25%	3	0.75%	3	1.00%
	4	0.25%	4	0.75%	4	1.00%
	5	0.25%	5	0.75%	5	1.00%
	6	0.25%	6	0.75%	6	1.00%
	7	0.24%	7	0.75%	7	1.00%
	8	0.22%	8	0.75%	8	1.00%
	9	0.19%	9	0.75%	9	1.00%
	10	0.15%	10	0.75%	10	1.00%
	11	0.09%	11	0.75%	11	1.00%
	12	0.00%	12	0.75%	12	1.00%
			13	0.74%	13	1.00%
			14	0.72%	14	1.00%
			15	0.69%	15	1.00%
			16	0.65%	16	1.00%
			17	0.60%	17	1.00%
			18	0.54%	18	1.00%
			19	0.47%	19	1.00%

			20	0.39%	20	1.00%
			21	0.30%	21	1.00%
			22	0.20%	22	1.00%
			23	0.10%	23	1.00%
			24	0.00%	24	1.00%
					25	0.98%
					26	0.95%
					27	0.90%
					28	0.84%
					29	0.77%
					30	0.69%
					31	0.60%
					32	0.50%
					33	0.39%
					34	0.27%
					35	0.14%
					36	0.00%
ANNUITANTS, PAGE 3	Named annuitants, varies by policyowner					
EFFECTIVE DATE, PAGE 3	Varies by policyowner					

STATEMENT OF VARIABILITY
Application Form Series 81-62

The following is a list of bracketed items and the corresponding range of text and/or values.

Bracketed Item	Variable Text/Range
Logo, Principal Office location and Corporate Markets Center Office location and contact information	Have been bracketed to reserve the right to change or delete addresses and contact information without re-filing this application for approval. Any change to the Company name and logo will be filed on an informational basis.
Question 5, Plan applied for	The product names have been bracketed so as to reserve the right to remove them from the application form when discontinued, to change the product names or add new products approved by this Department, without refiling this application.
Fraud Statements	State specific fraud warnings are bracketed to reserve the right to add, revise or delete the language in the future without having to refile this application.