

State: Arkansas **Filing Company:** PHL Variable Insurance Company
TOI/Sub-TOI: A07I Individual Annuities - Special/A07I.001 Equity Indexed
Product Name: 2013 Annuity Project
Project Name/Number: 2013 Annuity Project/12FIA-1

Filing at a Glance

Company: PHL Variable Insurance Company
Product Name: 2013 Annuity Project
State: Arkansas
TOI: A07I Individual Annuities - Special
Sub-TOI: A07I.001 Equity Indexed
Filing Type: Form
Date Submitted: 12/04/2012
SERFF Tr Num: TPCI-128781979
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: 12FIA-1
Implementation: On Approval
Date Requested:
Author(s): Scott Zweig, Joseph Bonfitto, Barbara Slater, Colleen Lyons, Marlene Burghardt, Lois McGuire
, Erica Scherzer, Hayley Stone
Reviewer(s): Linda Bird (primary)
Disposition Date: 12/12/2012
Disposition Status: Approved-Closed
Implementation Date:
State Filing Description:

State: Arkansas
TOI/Sub-TOI: A071 Individual Annuities - Special/A071.001 Equity Indexed
Product Name: 2013 Annuity Project
Project Name/Number: 2013 Annuity Project/12FIA-1

Filing Company: PHL Variable Insurance Company

General Information

Project Name: 2013 Annuity Project
Project Number: 12FIA-1
Requested Filing Mode:

Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:

Deemer Date:
Submitted By: Scott Zweig

Status of Filing in Domicile: Pending
Date Approved in Domicile:
Domicile Status Comments: Will be filed in state of domicile concurrent with this filing.
Market Type: Individual
Individual Market Type:
Filing Status Changed: 12/12/2012
State Status Changed: 12/12/2012
Created By: Hayley Stone
Corresponding Filing Tracking Number:

Filing Description:
PHL Variable Insurance Company (NAIC# 93548)
For Approval Purposes
Form 12FIA-1 – Contract Insert Page
Form 12FIA-2 – Contract Insert Page
Form 12FIA-3 – Contract Insert Page
Form 12FIA-4 – Contract Insert Page
Form 12FIA-5 – Contract Insert Page

We are filing the above-referenced forms for approval in your jurisdiction. The forms are filed in accordance with the applicable statutes and regulations of your jurisdiction and are laser printed, subject only to minor variations in paper stock, color, fonts, duplexing, positioning and pagination. These forms are new and are not intended to replace existing forms. We intend to make these forms available upon approval by your Department. These forms will be marketed to the general public.

Forms 12FIA-1, 12FIA-2, 12FIA-3, 12FIA-4 and 12FIA-5 are contract insert pages that will be used to replace their corresponding pages within a previously approved annuity contract. That contract, form 10FIA, is a Modified Single Premium Deferred Fixed Indexed Annuity contract with an optional Premium Bonus and was approved by your Department on 6/21/2010, (SERFF #TPCI-126614914). These pages were created so that we could offer a version of 10FIA with an alternative death benefit. These pages, when taken together, reflect that the death benefit provided by the contract can be reduced by Surrender Charges when death occurs during the Surrender Charge period. For your convenience, we have included a tracked version of these pages, showing the changes from the previously approved versions. These pages will only be used with new issues of 10FIA.

For Informational Purposes
Statement of Variability for form 11GMDB-A.1
The changes made to this document impact only the descriptions for certain variables. Those impacted variables are: Minimum Death Benefit Guarantee Withdrawal Factor and Guaranteed Minimum Death Benefit Methods. For the Guaranteed Minimum Death Benefit Methods, four additional options were added. For your convenience we have included a tracked version of this Statement of Variability showing these revisions. Form 11GMDB-A.1, was previously approved by your Department on 1/04/2012 (SERFF #TPCI-127932700).

This submission, including information shown on the application, is for specimen purposes only. Text ordinarily bracketed appears in the applications. See the attached Statement of Variability for a more complete description. Any requisite fees and filing documents have been enclosed.

State: Arkansas **Filing Company:** PHL Variable Insurance Company
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Your attention to this submission is appreciated. Should you have any questions regarding any of the materials in this filing, please do not hesitate to contact me at 1-860/403-5951, by fax at (860) 403-5296 or by e-mail at scott.zweig@phoenixwm.com.

Sincerely,

Scott Zweig
 Director, State Compliance

Company and Contact

Filing Contact Information

Scott Zweig, Director scott.zweig@phoenixwm.com
 One American Row 860-403-5951 [Phone]
 Hartford, CT 06102 860-403-5296 [FAX]

Filing Company Information

PHL Variable Insurance Company	CoCode: 93548	State of Domicile: Connecticut
One American Row	Group Code: 403	Company Type: Life
Hartford, CT 06102	Group Name:	Insurance and Annuities
(860) 403-5000 ext. [Phone]	FEIN Number: 06-1045829	State ID Number:

Filing Fees

Fee Required? Yes
 Fee Amount: \$250.00
 Retaliatory? No
 Fee Explanation: \$50.00 per form multiplied by 5 forms.
 Per Company: No

Company	Amount	Date Processed	Transaction #
PHL Variable Insurance Company	\$250.00	12/04/2012	65400727

State: Arkansas Filing Company: PHL Variable Insurance Company
TOI/Sub-TOI: A071 Individual Annuities - Special/A071.001 Equity Indexed
Product Name: 2013 Annuity Project
Project Name/Number: 2013 Annuity Project/12FIA-1

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	12/12/2012	12/12/2012

SERFF Tracking #:

TPCI-128781979

State Tracking #:

Company Tracking #:

12FIA-1

State:

Arkansas

Filing Company:

PHL Variable Insurance Company

TOI/Sub-TOI:

A071 Individual Annuities - Special/A071.001 Equity Indexed

Product Name:

2013 Annuity Project

Project Name/Number:

2013 Annuity Project/12FIA-1

Disposition

Disposition Date: 12/12/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Redlined Versions of Insert Pages		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	Redlined Version of 11GMDB-A.1 Statement of Variability		Yes
Form	Insert Page		Yes
Form	Insert Page		Yes
Form	Insert Page		Yes
Form	Insert Page		Yes
Form	Insert Page		Yes

State: Arkansas **Filing Company:** PHL Variable Insurance Company
TOI/Sub-TOI: A071 Individual Annuities - Special/A071.001 Equity Indexed
Product Name: 2013 Annuity Project
Project Name/Number: 2013 Annuity Project/12FIA-1

Post Submission Update Request Submitted On 12/04/2012

Status: Submitted
Created By: Scott Zweig

General Information:

Field Name	Requested Change	Prior Value
Requested Filing Mode	Review & Approval	
Explanation for Combination/Other		
Corresponding Filing Tracking Number		

State: Arkansas
TOI/Sub-TOI: A071 Individual Annuities - Special/A071.001 Equity Indexed
Product Name: 2013 Annuity Project
Project Name/Number: 2013 Annuity Project/12FIA-1

Filing Company: PHL Variable Insurance Company

Form Schedule

Lead Form Number: 12FIA-1								
Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Insert Page	12FIA-1	POLA	Initial		51.070	12FIA-1 FINAL 11-6-12.pdf
2		Insert Page	12FIA-2	POLA	Initial		51.070	12FIA-2 FINAL 11-6-12.pdf
3		Insert Page	12FIA-3	POLA	Initial		51.070	12FIA-3 FINAL 11-6-12.pdf
4		Insert Page	12FIA-4	POLA	Initial		51.070	12FIA-4 FINAL 11-6-12.pdf
5		Insert Page	12FIA-5	POLA	Initial		51.070	12FIA-5 FINAL 11-6-12.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



PHOENIX

PHL VARIABLE INSURANCE COMPANY
A Stock Company

The PHL Variable Insurance Company (“the Company”) agrees, subject to the conditions and provisions of this contract, to provide the benefits specified in this contract.

If the contract is in force on the Contract Maturity Date, we shall begin to pay a series of annuity payments automatically to the Owner beginning on the Contract Maturity Date for a period certain of 10 years and as long thereafter as the Annuitant lives, unless another Annuity Payment Option is elected. The amount of each annuity payment, as described in the Annuity Benefits section, will be based on the Annuitization Value on the Contract Maturity Date and the annuity payment option rates in effect on the Contract Maturity Date.

We are issuing the contract in consideration of the application, if any, and our receipt of the Initial Premium at our Annuity Operations Division. The provisions of this and the following pages and any attachments make up your contract.

RIGHT TO RETURN THIS CONTRACT. This contract may be returned within 10 days ([30] days for replacements) after you receive it for a refund of the Cumulative Premium, less any withdrawals made under this contract as of the date of cancellation. This contract will be void from its beginning. You may return the contract by delivering or mailing it to us at the address below or by returning it to the agent or agency office through which it was delivered.

PHL Variable Insurance Company

[Annuity Operations Division
PO Box 8027
Boston, MA 02266-8027
Telephone (800) 541-0171]

Signed for PHL Variable Insurance Company at [One American Row, Hartford, Connecticut 06115].

[*James D. Welch*]

[President]

[*John H. Beers*]

[Secretary]

READ YOUR CONTRACT CAREFULLY

It is a legal contract between the Owner and PHL Variable Insurance Company.

The Accumulation Value will depend on amounts credited to the Fixed Account and the Indexed Accounts. The Accumulation Value may increase based on the interest credited to the Fixed Account and Index Credits applied to the Indexed Account(s) you selected. While Account Values for each Indexed Account are affected by the value of an outside index, the contract does not directly participate in any stock, bond or index. Withdrawals or surrenders may be subject to a Market Value Adjustment, which may increase or decrease the amount withdrawn or surrendered. Withdrawals or surrenders may be subject to Surrender Charges and taxes. The death benefit may be reduced by any applicable Surrender Charges.

Modified Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity
Nonparticipating – not eligible for dividends

SECTION 3: ENTIRE CONTRACT

This contract is an agreement between the Owner(s) and the Company. This contract and any attachments comprise the entire contract. The contract will be in effect on the Contract Issue Date provided the Initial Premium is received and the Owner is alive. Any change in terms of this contract, as required to conform to law, must be signed by one of our executive officers and countersigned by another one of our executive officers. Any benefits payable under this contract are payable at our Annuity Operations Division. All paid-up annuity, surrender, and death benefits under this contract are not less than the minimum benefits required by the state where this contract is issued. Any additional amounts we credit to the contract will be treated as any other gain in the contract and may increase the paid-up annuity, cash surrender, and death benefits. Paid-up annuity, cash surrender benefits and death benefits will be reduced by any applicable withdrawals, rider fees and Surrender Charges.

SECTION 4: OWNER(S) AND BENEFICIARY(IES)

Owner(s)

The Owner is the person, persons, or entity, with sole and absolute power to exercise all rights and privileges without the consent of any other party, except as otherwise provided by this contract or unless you provide otherwise by written notice. If there is more than one Owner, all Owners must consent to any changes. If no Owner is named, the Annuitant will be the Owner. Under contracts used with certain qualified plans or IRAs, the Owner must be the Annuitant. If the Owner is a non-natural person, any change to or the death of the Annuitant will be treated as the death of an Owner. If an Owner dies, all rights vest equally in the surviving Owners. If any Owner dies prior to the Contract Maturity Date, the death benefit will be paid as provided in Section 10. We may limit ownership by a non-natural person to specific situations.

Beneficiary(ies)

The Beneficiary is the person who receives death benefits under this contract. If there is no surviving Beneficiary when the death benefit becomes payable in accordance with Section 10, the Owner will be the Beneficiary. If the Owner is not living, then the estate of the Owner will be the Beneficiary.

The Owner(s) and the Beneficiary will be as shown in the contract unless you change them or they are changed by the terms of this section.

Changes

While this contract is in effect, you may change the Beneficiary. You may also change the Owner or Annuitant with our consent. We reserve the right to request information regarding the relationship between any new Owner and the Annuitant. You may change the Annuitant or name a new Annuitant upon the death of the Annuitant prior to the Contract Maturity Date, except in cases in which the death of the Annuitant is treated as the death of the Owner. If you do not name a new Annuitant, and the Owner is a natural person, the Owner will become the Annuitant. If the contract is owned by a non-natural person, the death of the Annuitant is treated as the death of the Owner and we will pay the death benefit to the Owner. If a Joint Annuitant dies prior to the Contract Maturity Date, a death benefit will not be paid, but a new Joint Annuitant may be named.

A request to make any changes must be made by written request to our Annuity Operations Division. If there is more than one Owner, all Owners must sign the request. When we receive it, the change will be effective as of the date it was signed by the last Owner to sign, whether or not an Owner or Annuitant is then alive. The change, however, will be subject to any payments made (including claims paid) or other action taken by us before we received the notice at our Annuity Operations Division. A change of ownership may result in income tax consequences.

Your exercise of any rights will, to the extent thereof, assign, release, or surrender the interest of the Annuitant and all beneficiaries and Owners under this contract.

Surrender

You may request a withdrawal of the entire Accumulation Value at any time prior to the Contract Maturity Date; this is a surrender. Surrenders must be made by written request and include any tax withholding or information reporting data we may reasonably require. Surrender Charges, Market Value Adjustments, and taxes will be applied, if applicable, as described in this Section or any riders, endorsements or other forms issued in conjunction with this contract. The payment you will receive is the Cash Surrender Value and will represent termination of the contract. The Cash Surrender Value is an amount equal to the Accumulation Value, less any applicable Surrender Charges (including those applicable to Free Withdrawals taken during the Recovery Period), adjusted by any applicable Market Value Adjustment and taxes.

Surrender Charge

A Surrender Charge may apply to a withdrawal in excess of the Free Withdrawal Amount or a surrender, depending on the date and amount of such withdrawal or surrender. This charge is calculated by multiplying the Accumulation Value being withdrawn in excess of the Free Withdrawal Amount or surrendered by the appropriate Surrender Charge Percentage shown on the Schedule Pages. After the application of any applicable Market Value Adjustment, Surrender Charges will be applied to the Accumulation Value withdrawn in excess of the Free Withdrawal Amount or surrendered. .

A Surrender Charge may apply to the amount paid as the death benefit. This charge is calculated by multiplying the Accumulation Value by the appropriate Surrender Charge Percentage shown on the Schedule Pages.

Termination

If the Accumulation Value becomes zero, the contract will immediately terminate, unless otherwise determined by an attached rider, amendment, or endorsement. We will mail a written notice to you at your most recent post office address on file at our Annuity Operations Division. If the Accumulation Value falls below the Minimum Remaining Accumulation Value, it will be treated as a request for surrender, unless otherwise determined by an attached rider.

SECTION 9: TOTAL GUARANTEED VALUE

The Total Guaranteed Value is the minimum value your contract will provide as the Cash Surrender Value or death benefit. The initial Total Guaranteed Value is equal to the Initial Premium multiplied by the Total Guaranteed Value Premium Factor. The Total Guaranteed Value accumulates at the Total Guaranteed Value Interest Rate, which is guaranteed for the life of the contract. The Total Guaranteed Value Interest Rate and the Total Guaranteed Value Premium Factor are shown on the Schedule Pages.

Calculating the Total Guaranteed Value

On the Contract Issue Date, the Total Guaranteed Value equals the Initial Premium, multiplied by the Total Guaranteed Value Premium Factor.

On any given day after the Contract Issue Date, the Total Guaranteed Value equals:

- (a) the Total Guaranteed Value on the previous day, plus
- (b) daily interest credited since the previous day at an annualized Total Guaranteed Value Interest Rate, plus
- (c) any subsequent deposits received since the previous day, multiplied by the Total Guaranteed Value Premium Factor, less
- (d) net partial withdrawals since the previous day, plus
- (e) any applicable rider fees deducted for riders attached to this contract, if any.

SECTION 10: DEATH BENEFIT

The death benefit will be determined upon the first death of any Owner. The death benefit is equal to the greater of the Accumulation Value as of the date of death, reduced by any applicable Surrender Charges, or the Total Guaranteed Value as of the date of death. No Market Value Adjustment will be included in the death benefit calculation.

No Index Credit will be applied if the death occurs prior to a Segment Maturity Date. The death benefits provided under this contract are not less than the minimum benefits required under the laws of the state where this contract is delivered or issued for delivery.

Death Before Contract Maturity Date

If the contract is held by a single Owner who dies before the Contract Maturity Date, we will pay the death benefit to the designated Beneficiary upon receipt of a certified death certificate, or any other proof acceptable to us. If there is more than one Owner and one of the Owners dies before the Contract Maturity Date, we will pay the death benefit to the surviving Owner(s), if any, who will be deemed to be the designated Beneficiary(s).

If the contract is owned by a non-natural person, such as a trust for the benefit of a natural person, and the Annuitant dies before the Contract Maturity Date, it is treated as the death of the Owner and the death benefit is paid to the Owner.

Spousal Continuation Option

If the federal spouse of a deceased Owner is the designated Beneficiary, the surviving spouse may elect to continue the contract as the new Owner. The spouse will become the Owner of the contract, with all the rights of the deceased Owner.

Distribution at Death Requirements

If the Owner dies before the Contract Maturity Date, the entire interest in the contract must be distributed within five (5) years after the date of death, and the Beneficiary may be required to elect new Accounts. In the alternative to payment within five (5) years, if any portion of the Owner's interest is payable to a designated Beneficiary, such Beneficiary may choose to take distributions over the life of such designated Beneficiary (or over a period not extending beyond the life expectancy of such Beneficiary) as long as these lifetime or life expectancy payments begin not later than one year after the date of death of the Owner and that Beneficiary may be required to elect new Accounts. If a lifetime or life expectancy payment option is not timely elected or the Beneficiary is a non-natural person, the entire death benefit will be distributed in a lump sum no later than five years after the date of death.

Death On or After the Contract Maturity Date

If an Owner dies on or after the Contract Maturity Date, any remaining annuity payments must be distributed at least as rapidly as under the method of distributions being used as of the date of death. These payments will be paid to the Beneficiary under the Annuity Payment Option in effect on the date of death. Payments to the Beneficiary or surviving Owner may not be deferred or otherwise extended.

SECTION 11: ASSIGNMENT

You may by written notice assign your interest in this contract, except as otherwise provided, without the consent of any person other than an irrevocable Beneficiary. Your interest, any interest of the Annuitant, and of any revocable Beneficiary shall be subject to the terms of the assignment. The notice of assignment must be filed with us at our Annuity Operations Division. When filed, it will bind us as of the date you sign it, subject to any payments made (including claims paid) or action taken by us before we received the written assignment at our Annuity Operations Division. In no event will we be responsible for the validity or sufficiency of any assignment. An assignee cannot change the Beneficiary, Owner or Annuitant. If an Owner assigns or pledges any portion of the value of a contract, that amount is treated as received under the contract at the time of the assignment or pledge. As an amount received, this portion is subject to current income taxation.

If this contract is issued in a qualified plan or an IRA, this contract is subject to assignment restrictions for federal income tax purposes. In such event, this contract shall not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose.

The Accumulation Value will depend on amounts credited to the Fixed Account and the Indexed Accounts. The Accumulation Value may increase based on the interest credited to the Fixed Account and Index Credits applied to the Indexed Account(s) you selected. While Account Values for each Indexed Account are affected by the value of an outside index, the contract does not directly participate in any stock, bond or index. Withdrawals or surrenders may be subject to a Market Value Adjustment, which may increase or decrease the amount withdrawn or surrendered. Withdrawals or surrenders may be subject to Surrender Charges and taxes. The death benefit may be reduced by any applicable Surrender Charges.

Modified Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity
Nonparticipating – not eligible for dividends

SERFF Tracking #:

TPCI-128781979

State Tracking #:

Company Tracking #:

12FIA-1

State: Arkansas

Filing Company:

PHL Variable Insurance Company

TOI/Sub-TOI: A071 Individual Annuities - Special/A071.001 Equity Indexed

Product Name: 2013 Annuity Project

Project Name/Number: 2013 Annuity Project/12FIA-1

Supporting Document Schedules

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

		Item Status:	Status Date:
Satisfied - Item:	Redlined Versions of Insert Pages		
Comments:			
Attachment(s):			
12FIA-1 FINAL 11-6-12 TRACKED.pdf			
12FIA-2 FINAL 11-6-12 TRACKED.pdf			
12FIA-3 FINAL 11-6-12 TRACKED.pdf			
12FIA-4 FINAL 11-6-12 TRACKED.pdf			
12FIA-5 FINAL 11-6-12 TRACKED.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Statement of Variability		
Comments:			
Attachment(s):			
11GMDB-A.1 SOV - Chassis 2 (10FIA) States v6 clean.pdf			
12FIA SOV - Chassis 2.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Redlined Version of 11GMDB-A.1 Statement of Variability		
Comments:			
Attachment(s):			
11GMDB-A.1 SOV - Chassis 2 (10FIA) States v6 TRACKED.pdf			

ARKANSAS CERTIFICATION

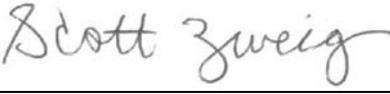
FORM NO.	12FIA-1
FORM TITLE	Insert Page
FLESCH SCORE	51.07*
FORM NO.	12FIA-2
FORM TITLE	Insert Page
FLESCH SCORE	51.07*
FORM NO.	12FIA-3
FORM TITLE	Insert Page
FLESCH SCORE	51.07*
FORM NO.	12FIA-4
FORM TITLE	Insert Page
FLESCH SCORE	51.07*
FORM NO.	12FIA-5
FORM TITLE	Insert Page
FLESCH SCORE	51.07*

*This form was scored in conjunction with the base contract, form 10FIA

I hereby certify the following:

- To the best of my knowledge and belief, the above form(s) and submission comply with Reg. 19 and Reg. 49, as well as the other laws and regulations of the State of Arkansas.
- The attached forms comply with ACA 23-79-138 and Bulletin 11-88.

PHL Variable Insurance Company

Signature: 
Name: **Scott Zweig**
Title: **Director, State Compliance**
Date: **12/03/2012**



PHL VARIABLE INSURANCE COMPANY
A Stock Company

The PHL Variable Insurance Company ("the Company") agrees, subject to the conditions and provisions of this contract, to provide the benefits specified in this contract.

If the contract is in force on the Contract Maturity Date, we shall begin to pay a series of annuity payments automatically to the Owner beginning on the Contract Maturity Date for a period certain of 10 years and as long thereafter as the Annuitant lives, unless another Annuity Payment Option is elected. The amount of each annuity payment, as described in the Annuity Benefits section, will be based on the Annuity Value on the Contract Maturity Date and the annuity payment option rates in effect on the Contract Maturity Date.

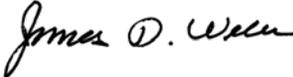
We are issuing the contract in consideration of the application, if any, and our receipt of the Initial Premium at our Annuity Operations Division. The provisions of this and the following pages and any attachments make up your contract.

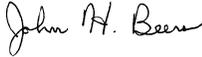
RIGHT TO RETURN THIS CONTRACT. This contract may be returned within 10 days ([30] days for replacements) after you receive it for a refund of the Cumulative Premium, less any withdrawals made under this contract as of the date of cancellation. This contract will be void from its beginning. You may return the contract by delivering or mailing it to us at the address below or by returning it to the agent or agency office through which it was delivered.

PHL Variable Insurance Company

[Annuity Operations Division
PO Box 8027
Boston, MA 02266-8027
Telephone (800) 541-0171]

Signed for PHL Variable Insurance Company at [One American Row, Hartford, Connecticut 06115].

[]
[President]

[]
[Secretary]

READ YOUR CONTRACT CAREFULLY

It is a legal contract between the Owner and PHL Variable Insurance Company.

The Accumulation Value will depend on amounts credited to the Fixed Account and the Indexed Accounts. The Accumulation Value may increase based on the interest credited to the Fixed Account and Index Credits applied to the Indexed Account(s) you selected. While Account Values for each Indexed Account are affected by the value of an outside index, the contract does not directly participate in any stock, bond or index. Withdrawals or surrenders may be subject to a Market Value Adjustment, which may increase or decrease the amount withdrawn or surrendered. Withdrawals or surrenders may be subject to Surrender Charges and taxes. The death benefit may be reduced by any applicable Surrender Charges.

Modified Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity
Nonparticipating – not eligible for dividends

Deleted: 0

SECTION 3: ENTIRE CONTRACT

This contract is an agreement between the Owner(s) and the Company. This contract and any attachments comprise the entire contract. The contract will be in effect on the Contract Issue Date provided the Initial Premium is received and the Owner is alive. Any change in terms of this contract, as required to conform to law, must be signed by one of our executive officers and countersigned by another one of our executive officers. Any benefits payable under this contract are payable at our Annuity Operations Division. All paid-up annuity, surrender, and death benefits under this contract are not less than the minimum benefits required by the state where this contract is issued. Any additional amounts we credit to the contract will be treated as any other gain in the contract and may increase the paid-up annuity, cash surrender, and death benefits. Paid-up annuity, cash surrender benefits and death benefits will be reduced by any ~~applicable withdrawals, rider fees and Surrender Charges~~.

SECTION 4: OWNER(S) AND BENEFICIARY(IES)

Owner(s)

The Owner is the person, persons, or entity, with sole and absolute power to exercise all rights and privileges without the consent of any other party, except as otherwise provided by this contract or unless you provide otherwise by written notice. If there is more than one Owner, all Owners must consent to any changes. If no Owner is named, the Annuitant will be the Owner. Under contracts used with certain qualified plans or IRAs, the Owner must be the Annuitant. If the Owner is a non-natural person, any change to or the death of the Annuitant will be treated as the death of an Owner. If an Owner dies, all rights vest equally in the surviving Owners. If any Owner dies prior to the Contract Maturity Date, the death benefit will be paid as provided in Section 10. We may limit ownership by a non-natural person to specific situations.

Beneficiary(ies)

The Beneficiary is the person who receives death benefits under this contract. If there is no surviving Beneficiary when the death benefit becomes payable in accordance with Section 10, the Owner will be the Beneficiary. If the Owner is not living, then the estate of the Owner will be the Beneficiary.

The Owner(s) and the Beneficiary will be as shown in the contract unless you change them or they are changed by the terms of this section.

Changes

While this contract is in effect, you may change the Beneficiary. You may also change the Owner or Annuitant with our consent. We reserve the right to request information regarding the relationship between any new Owner and the Annuitant. You may change the Annuitant or name a new Annuitant upon the death of the Annuitant prior to the Contract Maturity Date, except in cases in which the death of the Annuitant is treated as the death of the Owner. If you do not name a new Annuitant, and the Owner is a natural person, the Owner will become the Annuitant. If the contract is owned by a non-natural person, the death of the Annuitant is treated as the death of the Owner and we will pay the death benefit to the Owner. If a Joint Annuitant dies prior to the Contract Maturity Date, a death benefit will not be paid, but a new Joint Annuitant may be named.

A request to make any changes must be made by written request to our Annuity Operations Division. If there is more than one Owner, all Owners must sign the request. When we receive it, the change will be effective as of the date it was signed by the last Owner to sign, whether or not an Owner or Annuitant is then alive. The change, however, will be subject to any payments made (including claims paid) or other action taken by us before we received the notice at our Annuity Operations Division. A change of ownership may result in income tax consequences.

Your exercise of any rights will, to the extent thereof, assign, release, or surrender the interest of the Annuitant and all beneficiaries and Owners under this contract.

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Surrender

You may request a withdrawal of the entire Accumulation Value at any time prior to the Contract Maturity Date; this is a surrender. Surrenders must be made by written request and include any tax withholding or information reporting data we may reasonably require. Surrender Charges, Market Value Adjustments, and taxes will be applied, if applicable, as described in this Section or any riders, endorsements or other forms issued in conjunction with this contract. The payment you will receive is the Cash Surrender Value and will represent termination of the contract. The Cash Surrender Value is an amount equal to the Accumulation Value, less any applicable Surrender Charges (including those applicable to Free Withdrawals taken during the Recovery Period), adjusted by any applicable Market Value Adjustment and taxes.

Surrender Charge

A Surrender Charge may apply to a withdrawal in excess of the Free Withdrawal Amount or a surrender, depending on the date and amount of such withdrawal or surrender. ~~This charge is calculated by multiplying the Accumulation Value being withdrawn in excess of the Free Withdrawal Amount or surrendered by the appropriate Surrender Charge Percentage shown on the Schedule Pages. After the application of any applicable Market Value Adjustment, Surrender Charges will be applied to the Accumulation Value withdrawn in excess of the Free Withdrawal Amount or surrendered.~~

Deleted: The Surrender Charge schedule is specified on the Schedule Pages.

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Deleted: Surrender Charges will be waived upon death

A Surrender Charge may apply to the amount paid as the death benefit. This charge is calculated by multiplying the Accumulation Value by the appropriate Surrender Charge Percentage shown on the Schedule Pages.

Termination

If the Accumulation Value becomes zero, the contract will immediately terminate, unless otherwise determined by an attached rider, amendment, or endorsement. We will mail a written notice to you at your most recent post office address on file at our Annuity Operations Division. If the Accumulation Value falls below the Minimum Remaining Accumulation Value, it will be treated as a request for surrender, unless otherwise determined by an attached rider.

SECTION 9: TOTAL GUARANTEED VALUE

The Total Guaranteed Value is the minimum value your contract will provide as the Cash Surrender Value or death benefit. The initial Total Guaranteed Value is equal to the Initial Premium multiplied by the Total Guaranteed Value Premium Factor. The Total Guaranteed Value accumulates at the Total Guaranteed Value Interest Rate, which is guaranteed for the life of the contract. The Total Guaranteed Value Interest Rate and the Total Guaranteed Value Premium Factor are shown on the Schedule Pages.

Calculating the Total Guaranteed Value

On the Contract Issue Date, the Total Guaranteed Value equals the Initial Premium, multiplied by the Total Guaranteed Value Premium Factor.

On any given day after the Contract Issue Date, the Total Guaranteed Value equals:

- (a) the Total Guaranteed Value on the previous day, plus
- (b) daily interest credited since the previous day at an annualized Total Guaranteed Value Interest Rate, plus
- (c) any subsequent deposits received since the previous day, multiplied by the Total Guaranteed Value Premium Factor, less
- (d) net partial withdrawals since the previous day, plus
- (e) any applicable rider fees deducted for riders attached to this contract, if any.

SECTION 10: DEATH BENEFIT

The death benefit will be determined upon the first death of any Owner. The death benefit is equal to the greater of the Accumulation Value as of the date of death, reduced by any applicable Surrender Charges, or the Total Guaranteed Value as of the date of death. No Market Value Adjustment will be included in the death benefit calculation.

Deleted: Surrender Charge or

No Index Credit will be applied if the death occurs prior to a Segment Maturity Date. The death benefits provided under this contract are not less than the minimum benefits required under the laws of the state where this contract is delivered or issued for delivery.

Death Before Contract Maturity Date

If the contract is held by a single Owner who dies before the Contract Maturity Date, we will pay the death benefit to the designated Beneficiary upon receipt of a certified death certificate, or any other proof acceptable to us. If there is more than one Owner and one of the Owners dies before the Contract Maturity Date, we will pay the death benefit to the surviving Owner(s), if any, who will be deemed to be the designated Beneficiary(s).

If the contract is owned by a non-natural person, such as a trust for the benefit of a natural person, and the Annuitant dies before the Contract Maturity Date, it is treated as the death of the Owner and the death benefit is paid to the Owner.

Spousal Continuation Option

If the federal spouse of a deceased Owner is the designated Beneficiary, the surviving spouse may elect to continue the contract as the new Owner. The spouse will become the Owner of the contract, with all the rights of the deceased Owner.

Distribution at Death Requirements

If the Owner dies before the Contract Maturity Date, the entire interest in the contract must be distributed within five (5) years after the date of death, and the Beneficiary may be required to elect new Accounts. In the alternative to payment within five (5) years, if any portion of the Owner's interest is payable to a designated Beneficiary, such Beneficiary may choose to take distributions over the life of such designated Beneficiary (or over a period not extending beyond the life expectancy of such Beneficiary) as long as these lifetime or life expectancy payments begin not later than one year after the date of death of the Owner and that Beneficiary may be required to elect new Accounts. If a lifetime or life expectancy payment option is not timely elected or the Beneficiary is a non-natural person, the entire death benefit will be distributed in a lump sum no later than five years after the date of death.

Death On or After the Contract Maturity Date

If an Owner dies on or after the Contract Maturity Date, any remaining annuity payments must be distributed at least as rapidly as under the method of distributions being used as of the date of death. These payments will be paid to the Beneficiary under the Annuity Payment Option in effect on the date of death. Payments to the Beneficiary or surviving Owner may not be deferred or otherwise extended.

SECTION 11: ASSIGNMENT

You may by written notice assign your interest in this contract, except as otherwise provided, without the consent of any person other than an irrevocable Beneficiary. Your interest, any interest of the Annuitant, and of any revocable Beneficiary shall be subject to the terms of the assignment. The notice of assignment must be filed with us at our Annuity Operations Division. When filed, it will bind us as of the date you sign it, subject to any payments made (including claims paid) or action taken by us before we received the written assignment at our Annuity Operations Division. In no event will we be responsible for the validity or sufficiency of any assignment. An assignee cannot change the Beneficiary, Owner or Annuitant. If an Owner assigns or pledges any portion of the value of a contract, that amount is treated as received under the contract at the time of the assignment or pledge. As an amount received, this portion is subject to current income taxation.

If this contract is issued in a qualified plan or an IRA, this contract is subject to assignment restrictions for federal income tax purposes. In such event, this contract shall not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose.

The Accumulation Value will depend on amounts credited to the Fixed Account and the Indexed Accounts. The Accumulation Value may increase based on the interest credited to the Fixed Account and Index Credits applied to the Indexed Account(s) you selected. While Account Values for each Indexed Account are affected by the value of an outside index, the contract does not directly participate in any stock, bond or index. Withdrawals or surrenders may be subject to a Market Value Adjustment, which may increase or decrease the amount withdrawn or surrendered. Withdrawals or surrenders may be subject to Surrender Charges and taxes. The death benefit may be reduced by any applicable Surrender Charges.

Modified Single Premium Deferred Fixed Modified Guaranteed Indexed Annuity
Nonparticipating – not eligible for dividends

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Statement of Variability

Form 11GMDB-A.1

This Statement of Variability sets forth the variable information which will appear in brackets in form **11GMDB-A.1 (Guaranteed Minimum Death Benefit Rider)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Contract Number: The unique number for each contract will appear in this field.

Rider Issue Date: The date the rider is issued will appear in this field.

GMDB Benefit Base on Rider Issue Date: If the Rider Issue Date is equal to the Contract Issue Date, an amount equal to the Cumulative Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus will appear in this field. If the Rider Issue Date is not equal to the Contract Issue Date, the Accumulation Value on the Rider Issue Date will appear in this field.

GMDB Benefit Base Bonus Percentage: The percentage used to determine the GMDB Benefit Base Bonus will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 40%.

Maximum GMDB Benefit Base Percentage: The maximum possible percentage used to determine the GMDB Benefit Base will appear in this field. Should we change this percentage, it would be for new issues only and could range from 100% to 1,000%.

Guaranteed Minimum GMDB Roll-Up Rate: the minimum GMDB Roll-Up Rate that could be applied on restart will appear in this field. Should we change this field, it would be for new issues only and could range from 0% to 50%

GMDB Benefit Base Withdrawal Factor: the factor used to determine the GMDB Benefit Base Withdrawal Threshold Amount will appear in this field. Should we change this factor it would be for new issues only and could range from 0% to 100%.

Evaluation Period: the period of time prior to and including the Rider the Issue Date which a Covered Person must not have met any of the Rider Exclusions in order to be eligible for Enhanced Benefit Amount payments will appear in this field. Should we change this length of time, it would be for new issues only and could range from 30 days to 15 years. Should we choose not to apply this exclusionary period, it would be for new issues only and the word "None" will appear in this field.

Death Benefit Payment Duration: the duration over which the Enhanced Death Benefit Option(s) may be paid will appear in this field. Should we change this duration it would be for new issues only and could range from 1 to 120 months or years and could occur monthly, quarterly, semi-annually and annually.

Death Benefit Guarantee Withdrawal Factor at Issue: The Death Benefit Guarantee Withdrawal Factor applicable on the Rider Issue Date will appear in this field. Should we change the factor, it would be for new issues only and could range from 0% to 100%.

Minimum Death Benefit Guarantee Withdrawal Factor: The Minimum Death Benefit Guarantee Withdrawal Factor that can be applied when the feature is reset will appear in this field. Should we change the factor, it would be for new issues only and could range from 0% to 100%.

In the event that the Minimum Death Benefit Guarantee Withdrawal Factor varies by issue age, and/or Rider Year, a table showing the issue age and/or Rider Year ranges will appear. The issue ages and Rider Years are bracketed to indicate that they may change. Should we change them, it would be for new issues only and could range from 0 to 85 years of age (in single ages or ranges) and 1 to 99 Rider Years (in single years or ranges). We reserve the right to show either a single value or a table showing either issue age, Rider Year or both.

[Rider Year]	[Issue Age]	Minimum Death Benefit Guarantee Withdrawal Factor
[1-5]	[0-85]	[0.00%
6-10	0-55	3.75%
11+]]	56-70]]	4.00%]

Death Benefit Guarantee Reset Frequency: The frequency at which the Death Benefit Guarantee Withdrawal Factor may be reset will appear in this field. Should we change this frequency it would be for new issues only and could range from the 1st to the 20th Rider Anniversary.

Guaranteed Minimum Death Benefit Method: the method used to calculate the Enhanced Death Benefit Options will appear in this field. Depending on the version of the rider selected, one of the following seven blocks of text will appear. Only one will appear at a time. If any of these fields appear, they will appear exactly as shown:

(see next page)

Option 1 (this option is comprised of two separate parts: Enhanced Death Benefit Option 1 shown on this page and Enhanced Death Benefit Option 2 shown on the following page.)

¹ ² [The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]²

³ [Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴ [over the Death Benefit Payment Duration]⁴

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

Prior to the Rider Exercise Date, on the date of any subsequent premium payment, withdrawal, or any Rider Anniversary, the GMDB Benefit Base equals:

$$(A + B - C) \times (1 + \text{GMDB Roll-Up Rate}), \text{ subject to the Maximum GMDB Benefit Base.}$$

Where,

- A = Cumulative Premium
- B = cumulative Premium Bonus plus GMDB Benefit Base Bonus
- C = cumulative Gross Withdrawals prior to the Rider Exercise Date

For the period of time between the conclusion of the final Roll-Up Period and the Rider Exercise Date, the GMDB Roll-Up Rate will be equal to the GMDB Roll-Up Rate that was in effect during the final year of the recently completed Roll-Up Period.

On the Rider Exercise Date, the GMDB Benefit Base equals:

$$((A + B - C) \times (1 + \text{GMDB Roll-Up Rate})) \times \text{GMDB Termination Factor, subject to the Maximum GMDB Benefit Base.}$$

After the Rider Exercise Date, the GMDB Benefit Base will be recalculated on the date of any withdrawal. The GMDB Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.³

⁵ [Or,]⁵

Comment [SZ1]: Brackets annotated with ¹ =
This entire section of text is bracketed to indicate that it may or may not appear, depending on what Enhanced Death Benefit Options are available. The Enhanced Death Benefit Options available will appear exactly as shown. Should we change this, it would be for new issues only.

Comment [SZ2]: Brackets annotated with ² =
This text is bracketed to indicate that it may or may not appear, depending on how many Enhanced Death Benefit Options are available. If there are two Enhanced Death Benefit Options available, this language will appear exactly as shown. If only one Enhanced Death Benefit Option is available, then this text will not appear. Should we change this, it would be for new issues only.

Comment [SZ3]: Brackets annotated with ³ =
Enhanced Death Benefit Option 1 is bracketed to indicate that it may or may not appear. If this option is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ4]: Brackets annotated with ⁴ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

Comment [SZ5]: Brackets annotated with ⁵ =
This word is bracketed to indicate that it may or may not appear. If there are two Enhanced Death Benefit Options available, it will appear exactly as shown. If only one Enhanced Death Benefit Option is available, it will not appear. Should we change this it would be for new issues only.

(Continued on next page)

⁶[Enhanced Death Benefit Option 2 = the greater of the Death Benefit provided by the attached contract or the Death Benefit Guarantee multiplied by the Death Benefit Guarantee Factor, payable ⁷[in one lump sum.]⁷

The Death Benefit Guarantee is equal to the Cumulative Premium plus any applicable cumulative Premium Bonus.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the Death Benefit Guarantee Withdrawal Threshold Amount, the Death Benefit Guarantee will be reduced to zero.

The Death Benefit Guarantee Withdrawal Threshold Amount is calculated on the Rider Issue Date and on each Rider Anniversary. It is equal to the Cumulative Premium, multiplied by the current Death Benefit Guarantee Withdrawal Factor for that Rider Year.

The Death Benefit Guarantee Withdrawal Factor is first set on the Rider Issue Date and may be reset every Death Benefit Guarantee Reset Frequency. The Death Benefit Guarantee Withdrawal Factor can never be lower than the Minimum Death Benefit Guarantee Withdrawal Factor shown in the rider specifications.

The Death Benefit Guarantee is available even if the Accumulation Value of the attached contract is reduced to zero.]⁶¹

Comment [SZ6]: Brackets annotated with ⁶ =
Enhanced Death Benefit Option 2 is bracketed to indicate that it may or may not appear. If it is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ7]: Brackets annotated with ⁷ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

Option 2

¹²[The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]²

³[Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴[over the Death Benefit Payment Duration]]⁴

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

Prior to the Rider Exercise Date, on the date of any subsequent premium payment, withdrawal, or any Rider Anniversary, the GMDB Benefit Base equals:

$$(A + B - C) \times (1 + \text{GMDB Roll-Up Rate}), \text{ subject to the Maximum GMDB Benefit Base.}$$

Where,

A = Cumulative Premium

B = cumulative Premium Bonus plus GMDB Benefit Base Bonus

C = cumulative Gross Withdrawals prior to the Rider Exercise Date

For the period of time between the conclusion of the final Roll-Up Period and the Rider Exercise Date, the GMDB Roll-Up Rate will be equal to the GMDB Roll-Up Rate that was in effect during the final year of the recently completed Roll-Up Period.

On the Rider Exercise Date, the GMDB Benefit Base equals:

$$((A + B - C) \times (1 + \text{GMDB Roll-Up Rate})) \times \text{GMDB Termination Factor, subject to the Maximum GMDB Benefit Base.}$$

After the Rider Exercise Date, the GMDB Benefit Base will be recalculated on the date of any withdrawal. The GMDB Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.³

⁵[Or,]⁵

⁶[Enhanced Death Benefit Option 2 = the Death Benefit provided by the attached contract, payable ⁷[in one lump sum.]]⁷⁶¹

Comment [SZ8]: Brackets annotated with ¹ =
This entire section of text is bracketed to indicate that it may or may not appear, depending on what Enhanced Death Benefit Options are available. The Enhanced Death Benefit Options available will appear exactly as shown. Should we change this, it would be for new issues only.

Comment [SZ9]: Brackets annotated with ² =
This text is bracketed to indicate that it may or may not appear, depending on how many Enhanced Death Benefit Options are available. If there are two Enhanced Death Benefit Options available, this language will appear exactly as shown. If only one Enhanced Death Benefit Option is available, then this text will not appear. Should we change this, it would be for new issues only.

Comment [SZ10]: Brackets annotated with ³ =
Enhanced Death Benefit Option 1 is bracketed to indicate that it may or may not appear. If this option is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ11]: Brackets annotated with ⁴ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

Comment [SZ12]: Brackets annotated with ⁵ =
This word is bracketed to indicate that it may or may not appear. If there are two Enhanced Death Benefit Options available, it will appear exactly as shown. If only one Enhanced Death Benefit Option is available, it will not appear. Should we change this it would be for new issues only.

Comment [SZ13]: Brackets annotated with ⁶ =
Enhanced Death Benefit Option 2 is bracketed to indicate that it may or may not appear. If it is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ14]: Brackets annotated with ⁷ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

Option 3

¹[Compound Interest Method

²[The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]²

³[Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴[over the Death Benefit Payment Duration]⁴

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

On or before the Rider Exercise Date on any Rider Anniversary and prior to the end of the Roll-Up Period, the GMDB Benefit Base will be equal to:

$(1 + \text{GMDB Roll-Up Rate}) \times \text{GMDB Benefit Base prior to the re-calculation, subject to the Maximum GMDB Benefit Base.}$

After the conclusion of the final Roll-Up Period, the GMDB Roll-Up Rate is equal to zero.

The GMDB Benefit Base will be increased by any subsequent premiums paid, plus any associated Premium Bonus, if permitted by the attached contract.

At any time, the GMDB Benefit Base will be reduced by any withdrawal (including RMDs) in the same proportion as the Accumulation Value is reduced by the withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

On the Rider Exercise Date, the GMDB Benefit Base is multiplied by the GMDB Termination Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.³

⁵[Or,]⁵]

⁶[Enhanced Death Benefit Option 2 = the Death Benefit provided by the attached contract, payable ⁷[in one lump sum.]]⁶]¹

Comment [SZ15]: Brackets annotated with ¹ =
This entire section of text is bracketed to indicate that it may or may not appear, depending on what Enhanced Death Benefit Options are available. The Enhanced Death Benefit Options available will appear exactly as shown. Should we change this, it would be for new issues only.

Comment [SZ16]: Brackets annotated with ² =
This text is bracketed to indicate that it may or may not appear, depending on how many Enhanced Death Benefit Options are available. If there are two Enhanced Death Benefit Options available, this language will appear exactly as shown. If only one Enhanced Death Benefit Option is available, then this text will not appear. Should we change this, it would be for new issues only.

Comment [SZ17]: Brackets annotated with ³ =
Enhanced Death Benefit Option 1 is bracketed to indicate that it may or may not appear. If this option is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ18]: Brackets annotated with ⁴ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

Comment [SZ19]: Brackets annotated with ⁵ =
This word is bracketed to indicate that it may or may not appear. If there are two Enhanced Death Benefit Options available, it will appear exactly as shown. If only one Enhanced Death Benefit Option is available, it will not appear. Should we change this it would be for new issues only.

Comment [SZ20]: Brackets annotated with ⁶ =
Enhanced Death Benefit Option 2 is bracketed to indicate that it may or may not appear. If it is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ21]: Brackets annotated with ⁷ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

Option 4

¹[Simple Interest Method

²[The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]²

³[Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴[over the Death Benefit Payment Duration]]⁴

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

On or before the Rider Exercise Date on any Rider Anniversary and prior to the end of the Roll-Up Period, the GMDB Benefit Base will be equal to:

$$A + ((1 + B) \times C), \text{ subject to the Maximum GMDB Benefit Base.}$$

Where,

- A = GMDB Benefit Base prior to the re-calculation
- B = GMDB Roll-Up Rate
- C = Adjusted Initial GMDB Benefit Base prior to the re-calculation

After the conclusion of the final Roll-Up Period, the GMDB Roll-Up Rate is equal to zero.

On the Rider Issue Date, the Adjusted Initial GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

The GMDB Benefit Base and Adjusted Initial GMDB Benefit Base will be increased by any subsequent premiums paid, plus any associated Premium Bonus, if permitted by the attached contract.

At any time, the GMDB Benefit Base and Adjusted Initial GMDB Benefit Base will be reduced by any withdrawal (including RMDs) in the same proportion as the Accumulation is reduced by any withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals in any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

On the Rider Exercise Date, the GMDB Benefit Base is multiplied by the GMDB Termination Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.³

⁵[Or,]⁵

⁶[Enhanced Death Benefit Option 2 = the Death Benefit provided by the attached contract, payable ⁷[in one lump sum.]⁶]¹

Comment [SZ22]: Brackets annotated with ¹ =
This entire section of text is bracketed to indicate that it may or may not appear, depending on what Enhanced Death Benefit Options are available. The Enhanced Death Benefit Options available will appear exactly as shown. Should we change this, it would be for new issues only.

Comment [SZ23]: Brackets annotated with ² =
This text is bracketed to indicate that it may or may not appear, depending on how many Enhanced Death Benefit Options are available. If there are two Enhanced Death Benefit Options available, this language will appear exactly as shown. If only one Enhanced Death Benefit Option is available, then this text will not appear. Should we change this, it would be for new issues only.

Comment [SZ24]: Brackets annotated with ³ =
Enhanced Death Benefit Option 1 is bracketed to indicate that it may or may not appear. If this option is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ25]: Brackets annotated with ⁴ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

Comment [SZ26]: Brackets annotated with ⁵ =
This word is bracketed to indicate that it may or may not appear. If there are two Enhanced Death Benefit Options available, it will appear exactly as shown. If only one Enhanced Death Benefit Option is available, it will not appear. Should we change this it would be for new issues only.

Comment [SZ27]: Brackets annotated with ⁶ =
Enhanced Death Benefit Option 2 is bracketed to indicate that it may or may not appear. If it is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ28]: Brackets annotated with ⁷ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

Option 5 (this option is comprised of two separate parts: Enhanced Death Benefit Option 1 shown on this page and Enhanced Death Benefit Option 2 shown on the following page.)

¹ ² [The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]²

³ [Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴ [over the Death Benefit Payment Duration]]⁴

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

Prior to the Rider Exercise Date, on the date of any subsequent premium payment, withdrawal, or any Rider Anniversary, the GMDB Benefit Base equals:

$$(A + B - C) \times (1 + \text{GMDB Roll-Up Rate}), \text{ subject to the Maximum GMDB Benefit Base.}$$

Where,

- A = Cumulative Premium
- B = cumulative Premium Bonus plus GMDB Benefit Base Bonus
- C = cumulative Gross Withdrawals prior to the Rider Exercise Date

For the period of time between the conclusion of the final Roll-Up Period and the Rider Exercise Date, the GMDB Roll-Up Rate will be equal to the GMDB Roll-Up Rate that was in effect during the final year of the recently completed Roll-Up Period.

On the Rider Exercise Date, the GMDB Benefit Base equals:

$$((A + B - C) \times (1 + \text{GMDB Roll-Up Rate})) \times \text{GMDB Termination Factor, subject to the Maximum GMDB Benefit Base.}$$

After the Rider Exercise Date, the GMDB Benefit Base will be recalculated on the date of any withdrawal. The GMDB Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.³

⁵ [Or,]⁵

Comment [SZ29]: Brackets annotated with ¹ =
This entire section of text is bracketed to indicate that it may or may not appear, depending on what Enhanced Death Benefit Options are available. The Enhanced Death Benefit Options available will appear exactly as shown. Should we change this, it would be for new issues only.

Comment [SZ30]: Brackets annotated with ² =
This text is bracketed to indicate that it may or may not appear, depending on how many Enhanced Death Benefit Options are available. If there are two Enhanced Death Benefit Options available, this language will appear exactly as shown. If only one Enhanced Death Benefit Option is available, then this text will not appear. Should we change this, it would be for new issues only.

Comment [SZ31]: Brackets annotated with ³ =
Enhanced Death Benefit Option 1 is bracketed to indicate that it may or may not appear. If this option is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ32]: Brackets annotated with ⁴ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

Comment [SZ33]: Brackets annotated with ⁵ =
This word is bracketed to indicate that it may or may not appear. If there are two Enhanced Death Benefit Options available, it will appear exactly as shown. If only one Enhanced Death Benefit Option is available, it will not appear. Should we change this it would be for new issues only.

(Continued on next page)

⁶[Enhanced Death Benefit Option 2 = the greater of the Death Benefit provided by the attached contract or the Death Benefit Guarantee multiplied by the Death Benefit Guarantee Factor, payable ⁷[in one lump sum.]⁷

The Death Benefit Guarantee is equal to the Cumulative Premium plus any applicable cumulative Premium Bonus.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year exceed the greater of: (a) the Death Benefit Guarantee Withdrawal Threshold Amount, or (b) the RMD for the current Rider Year for this contract, the Death Benefit Guarantee will be reduced to zero.

The Death Benefit Guarantee Withdrawal Threshold Amount is calculated on the Rider Issue Date, on each Rider Anniversary prior to the Rider Exercise Date and on the Rider Exercise Date.

On the Rider Issue Date and on each Rider Anniversary prior to the Rider Exercise Date, the Death Benefit Guarantee Withdrawal Threshold Amount is equal to the Cumulative Premium, plus any applicable cumulative Premium Bonus, multiplied by the current Death Benefit Guarantee Withdrawal Factor for that Rider Year.

On the Rider Exercise Date, the Death Benefit Guarantee Withdrawal Threshold Amount is equal to the current Death Benefit Guarantee Withdrawal Factor for that Rider Year multiplied by the greater of: (a) the Accumulation Value of the attached contract or (b) the Cumulative Premium plus any applicable Premium Bonus. The Death Benefit Guarantee Withdrawal Threshold Amount will not change after the Rider Exercise Date.

The Death Benefit Guarantee Withdrawal Factor is first set on the Rider Issue Date and may be reset every Death Benefit Guarantee Reset Frequency. The Death Benefit Guarantee Withdrawal Factor can never be lower than the Minimum Death Benefit Guarantee Withdrawal Factor shown in the rider specifications.

The Death Benefit Guarantee (if any) is available even if the Accumulation Value of the attached contract is reduced to zero.

⁸[If you elect to annuitize your contract on the Maximum Maturity Date, your Annuitization Value will be increased by the difference between the Death Benefit Guarantee (if any), multiplied by the Death Benefit Guarantee Factor and the Accumulation Value of the attached contract.]⁸

Please note: Withdrawals from your contract (other than RMDs) may result in termination of the Death Benefit Guarantee.]⁶¹

Comment [SZ34]: Brackets annotated with ⁶ =
Enhanced Death Benefit Option 2 is bracketed to indicate that it may or may not appear. If it is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ35]: Brackets annotated with ⁷ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

Comment [SAZ36]: Brackets annotated with ⁸ =
This paragraph is bracketed to indicate that it may or may not appear. If it does appear, it will appear exactly as shown. Should we change this it would be for new issues only.

Option 6 (this option is comprised of two separate parts: Enhanced Death Benefit Option 1 shown on this page and Enhanced Death Benefit Option 2 shown on the following page.)

¹[Compound Interest Method

²[The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]²

³[Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴[over the Death Benefit Payment Duration]⁴

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

On or before the Rider Exercise Date on any Rider Anniversary and prior to the end of the Roll-Up Period, the GMDB Benefit Base will be equal to:

$(1 + \text{GMDB Roll-Up Rate}) \times \text{GMDB Benefit Base prior to the re-calculation, subject to the Maximum GMDB Benefit Base.}$

After the conclusion of the final Roll-Up Period, the GMDB Roll-Up Rate is equal to zero.

The GMDB Benefit Base will be increased by any subsequent premiums paid, plus any associated Premium Bonus, if permitted by the attached contract.

At any time, the GMDB Benefit Base will be reduced by any withdrawal (including RMDs) in the same proportion as the Accumulation Value is reduced by the withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

On the Rider Exercise Date, the GMDB Benefit Base is multiplied by the GMDB Termination Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.³

⁵[Or,]⁵

⁶[Enhanced Death Benefit Option 2 = the Death Benefit provided by the attached contract, payable ⁷[in one lump sum.]⁷]¹

(Continued on next page)

Comment [SZ37]: Brackets annotated with ¹ =
This entire section of text is bracketed to indicate that it may or may not appear, depending on what Enhanced Death Benefit Options are available. The Enhanced Death Benefit Options available will appear exactly as shown. Should we change this, it would be for new issues only.

Comment [SZ38]: Brackets annotated with ² =
This text is bracketed to indicate that it may or may not appear, depending on how many Enhanced Death Benefit Options are available. If there are two Enhanced Death Benefit Options available, this language will appear exactly as shown. If only one Enhanced Death Benefit Option is available, then this text will not appear. Should we change this, it would be for new issues only.

Comment [SZ39]: Brackets annotated with ³ =
Enhanced Death Benefit Option 1 is bracketed to indicate that it may or may not appear. If this option is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ40]: Brackets annotated with ⁴ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

Comment [SZ41]: Brackets annotated with ⁵ =
This word is bracketed to indicate that it may or may not appear. If there are two Enhanced Death Benefit Options available, it will appear exactly as shown. If only one Enhanced Death Benefit Option is available, it will not appear. Should we change this it would be for new issues only.

Comment [SZ42]: Brackets annotated with ⁶ =
Enhanced Death Benefit Option 2 is bracketed to indicate that it may or may not appear. If it is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ43]: Brackets annotated with ⁷ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

⁶[Enhanced Death Benefit Option 2 = the greater of the Death Benefit provided by the attached contract or the Death Benefit Guarantee multiplied by the Death Benefit Guarantee Factor, payable ⁷[in one lump sum.]⁷

The Death Benefit Guarantee is equal to the Cumulative Premium plus any applicable cumulative Premium Bonus.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year exceed the greater of: (a) the Death Benefit Guarantee Withdrawal Threshold Amount, or (b) the RMD for the current Rider Year for this contract, the Death Benefit Guarantee will be reduced to zero.

The Death Benefit Guarantee Withdrawal Threshold Amount is calculated on the Rider Issue Date, on each Rider Anniversary prior to the Rider Exercise Date and on the Rider Exercise Date.

On the Rider Issue Date and on each Rider Anniversary prior to the Rider Exercise Date, the Death Benefit Guarantee Withdrawal Threshold Amount is equal to the Cumulative Premium, plus any applicable cumulative Premium Bonus, multiplied by the current Death Benefit Guarantee Withdrawal Factor for that Rider Year.

On the Rider Exercise Date, the Death Benefit Guarantee Withdrawal Threshold Amount is equal to the current Death Benefit Guarantee Withdrawal Factor for that Rider Year multiplied by the greater of: (a) the Accumulation Value of the attached contract or (b) the Cumulative Premium plus any applicable Premium Bonus. The Death Benefit Guarantee Withdrawal Threshold Amount will not change after the Rider Exercise Date.

The Death Benefit Guarantee Withdrawal Factor is first set on the Rider Issue Date and may be reset every Death Benefit Guarantee Reset Frequency. The Death Benefit Guarantee Withdrawal Factor can never be lower than the Minimum Death Benefit Guarantee Withdrawal Factor shown in the rider specifications.

The Death Benefit Guarantee (if any) is available even if the Accumulation Value of the attached contract is reduced to zero.

⁸[If you elect to annuitize your contract on the Maximum Maturity Date, your Annuitization Value will be increased by the difference between the Death Benefit Guarantee (if any), multiplied by the Death Benefit Guarantee Factor and the Accumulation Value of the attached contract.]⁸

Please note: Withdrawals from your contract (other than RMDs) may result in termination of the Death Benefit Guarantee.⁶]¹

Comment [SZ44]: Brackets annotated with ⁶ =
Enhanced Death Benefit Option 2 is bracketed to indicate that it may or may not appear. If it is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ45]: Brackets annotated with ⁷ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

Comment [SAZ46]: Brackets annotated with ⁸ =
This paragraph is bracketed to indicate that it may or may not appear. If it does appear, it will appear exactly as shown. Should we change this it would be for new issues only.

Option 7 (this option is comprised of two separate parts: Enhanced Death Benefit Option 1 shown on this page and Enhanced Death Benefit Option 2 shown on the following page.)

¹[Simple Interest Method]

²[The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]²

³[Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴[over the Death Benefit Payment Duration]⁴]

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

On or before the Rider Exercise Date on any Rider Anniversary and prior to the end of the Roll-Up Period, the GMDB Benefit Base will be equal to:

$$A + ((1 + B) \times C), \text{ subject to the Maximum GMDB Benefit Base.}$$

Where,

A = GMDB Benefit Base prior to the re-calculation

B = GMDB Roll-Up Rate

C = Adjusted Initial GMDB Benefit Base prior to the re-calculation

After the conclusion of the final Roll-Up Period, the GMDB Roll-Up Rate is equal to zero.

On the Rider Issue Date, the Adjusted Initial GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

The GMDB Benefit Base and Adjusted Initial GMDB Benefit Base will be increased by any subsequent premiums paid, plus any associated Premium Bonus, if permitted by the attached contract.

At any time, the GMDB Benefit Base and Adjusted Initial GMDB Benefit Base will be reduced by any withdrawal (including RMDs) in the same proportion as the Accumulation is reduced by any withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals in any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

On the Rider Exercise Date, the GMDB Benefit Base is multiplied by the GMDB Termination Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.³

⁵[Or,]⁵

⁶[Enhanced Death Benefit Option 2 = the Death Benefit provided by the attached contract, payable [in one lump sum.]⁷]⁶

(Continued on next page)

Comment [SZ47]: Brackets annotated with ¹ =
This entire section of text is bracketed to indicate that it may or may not appear, depending on what Enhanced Death Benefit Options are available. The Enhanced Death Benefit Options available will appear exactly as shown. Should we change this, it would be for new issues only.

Comment [SZ48]: Brackets annotated with ² =
This text is bracketed to indicate that it may or may not appear, depending on how many Enhanced Death Benefit Options are available. If there are two Enhanced Death Benefit Options available, this language will appear exactly as shown. If only one Enhanced Death Benefit Option is available, then this text will not appear. Should we change this, it would be for new issues only.

Comment [SZ49]: Brackets annotated with ³ =
Enhanced Death Benefit Option 1 is bracketed to indicate that it may or may not appear. If this option is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ50]: Brackets annotated with ⁴ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

Comment [SZ51]: Brackets annotated with ⁵ =
This word is bracketed to indicate that it may or may not appear. If there are two Enhanced Death Benefit Options available, it will appear exactly as shown. If only one Enhanced Death Benefit Option is available, it will not appear. Should we change this it would be for new issues only.

Comment [SZ52]: Brackets annotated with ⁶ =
Enhanced Death Benefit Option 2 is bracketed to indicate that it may or may not appear. If it is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ53]: Brackets annotated with ⁷ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

⁶[Enhanced Death Benefit Option 2 = the greater of the Death Benefit provided by the attached contract or the Death Benefit Guarantee multiplied by the Death Benefit Guarantee Factor, payable ⁷[in one lump sum.]⁷

The Death Benefit Guarantee is equal to the Cumulative Premium plus any applicable cumulative Premium Bonus.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year exceed the greater of: (a) the Death Benefit Guarantee Withdrawal Threshold Amount, or (b) the RMD for the current Rider Year for this contract, the Death Benefit Guarantee will be reduced to zero.

The Death Benefit Guarantee Withdrawal Threshold Amount is calculated on the Rider Issue Date, on each Rider Anniversary prior to the Rider Exercise Date and on the Rider Exercise Date.

On the Rider Issue Date and on each Rider Anniversary prior to the Rider Exercise Date, the Death Benefit Guarantee Withdrawal Threshold Amount is equal to the Cumulative Premium, plus any applicable cumulative Premium Bonus, multiplied by the current Death Benefit Guarantee Withdrawal Factor for that Rider Year.

On the Rider Exercise Date, the Death Benefit Guarantee Withdrawal Threshold Amount is equal to the current Death Benefit Guarantee Withdrawal Factor for that Rider Year multiplied by the greater of: (a) the Accumulation Value of the attached contract or (b) the Cumulative Premium plus any applicable Premium Bonus. The Death Benefit Guarantee Withdrawal Threshold Amount will not change after the Rider Exercise Date.

The Death Benefit Guarantee Withdrawal Factor is first set on the Rider Issue Date and may be reset every Death Benefit Guarantee Reset Frequency. The Death Benefit Guarantee Withdrawal Factor can never be lower than the Minimum Death Benefit Guarantee Withdrawal Factor shown in the rider specifications.

The Death Benefit Guarantee (if any) is available even if the Accumulation Value of the attached contract is reduced to zero.

⁸[If you elect to annuitize your contract on the Maximum Maturity Date, your Annuitization Value will be increased by the difference between the Death Benefit Guarantee (if any), multiplied by the Death Benefit Guarantee Factor and the Accumulation Value of the attached contract.]⁸

Please note: Withdrawals from your contract (other than RMDs) may result in termination of the Death Benefit Guarantee.⁶]¹

Comment [SZ54]: Brackets annotated with ⁶ =
Enhanced Death Benefit Option 2 is bracketed to indicate that it may or may not appear. If it is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ55]: Brackets annotated with ⁷ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

Comment [SAZ56]: Brackets annotated with ⁸ =
This paragraph is bracketed to indicate that it may or may not appear. If it does appear, it will appear exactly as shown. Should we change this it would be for new issues only.

Signatures and Titles: We have placed brackets around the Company officer signatures and titles to indicate that the officer names and titles may change in the future.

GMDB Roll-Up Table: the percentages used to determine the increase to the GMDB Benefit Base will appear in this table. Should we change these percentages, it would be for new issues only and could range from 0% to 30%. The number of Rider Years appearing in this table will coincide with the duration of the Roll-Up Period and can range from 0 to 30 years.

GMDB Benefit Base Factor Table: The GMDB Benefit Base Factors will appear in this table. Should we change these factors, it would be for new issues only and could range from 0% to 100%. The Rider Years appearing in this table will range from 1 to 105 and will coincide with the number of years the contract will be in force until the Contract Maturity Date (as of the Rider Issue Date.) For example, if the oldest Covered Person is age 65 on the Rider Issue Date and the Contract Maturity Date is set to age 105, the table will reflect Rider Years 1 through 40 and their associated values.

GMDB Termination Factor Table: The GMDB Termination Factors will appear in this field. Should we change these factors, it would be for new issues only and they could range 0% to 100%. The Rider Years appearing in this table will range from 1 to 105 and will coincide with the number of years the contract will be in force until the Contract Maturity Date (as of the Rider Issue Date.) For example, if the oldest Covered Person is age 65 on the Rider Issue Date and the Contract Maturity Date is set to age 105, the table will reflect Rider Years 1 through 40 and their associated values. The percentages could range from 0% to 100%. Should we change this, it would be for new issues only.

Death Benefit Guarantee Factor Table: The Death Benefit Guarantee Factors will appear in this field. Should we change these factors, it would be for new issues only and they could range 0% to 100%. The Rider Years appearing in this table will range from 1 to 105 and will coincide with the number of years the contract will be in force until the Contract Maturity Date (as of the Rider Issue Date.) For example, if the oldest Covered Person is age 65 on the Rider Issue Date and the Contract Maturity Date is set to age 105, the table will reflect Rider Years 1 through 40 and their associated values. The percentages could range from 0% to 100%. Should we change this, it would be for new issues only.

Statement of Variability

Forms 12FIA-1, 12FIA-2, 12FIA-3, 12FIA-4, 12FIA-5

This Statement of Variability sets forth the variable information which will appear in brackets in forms **12FIA-1, 12FIA-2, 12FIA-3, 12FIA-4, 12FIA-5 (Insert Pages)**. No change in variability will be made which in any way expands the scope of the wording being changed.

12FIA-1

1. The number of days required for the right to return the contract in a replacement situation is bracketed to indicate that it may change depending on the requirements of the state where the contract is delivered. Should the state adopt new requirements for this number of days, the contract will reflect it accordingly.
2. The Company address, as well as the Customer Service telephone number, is bracketed to indicate that they may change in the future.
3. We have placed brackets around the Company officer signatures to indicate that the officer names may change in the future.

12FIA-2, 12FIA-3, 12FIA-4, 12FIA-5

1. We have placed brackets around the page numbers to indicate that they are subject to change.

Statement of Variability

Form 11GMDB-A.1

This Statement of Variability sets forth the variable information which will appear in brackets in form **11GMDB-A.1 (Guaranteed Minimum Death Benefit Rider)**. No change in variability will be made which in any way expands the scope of the wording being changed.

Contract Number: The unique number for each contract will appear in this field.

Rider Issue Date: The date the rider is issued will appear in this field.

GMDB Benefit Base on Rider Issue Date: If the Rider Issue Date is equal to the Contract Issue Date, an amount equal to the Cumulative Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus will appear in this field. If the Rider Issue Date is not equal to the Contract Issue Date, the Accumulation Value on the Rider Issue Date will appear in this field.

GMDB Benefit Base Bonus Percentage: The percentage used to determine the GMDB Benefit Base Bonus will appear in this field. Should we change this percentage, it would be for new issues only and could range from 0% to 40%.

Maximum GMDB Benefit Base Percentage: The maximum possible percentage used to determine the GMDB Benefit Base will appear in this field. Should we change this percentage, it would be for new issues only and could range from 100% to 1,000%.

Guaranteed Minimum GMDB Roll-Up Rate: the minimum GMDB Roll-Up Rate that could be applied on restart will appear in this field. Should we change this field, it would be for new issues only and could range from 0% to 50%

GMDB Benefit Base Withdrawal Factor: the factor used to determine the GMDB Benefit Base Withdrawal Threshold Amount will appear in this field. Should we change this factor it would be for new issues only and could range from 0% to 100%.

Evaluation Period: the period of time prior to and including the Rider the Issue Date which a Covered Person must not have met any of the Rider Exclusions in order to be eligible for Enhanced Benefit Amount payments will appear in this field. Should we change this length of time, it would be for new issues only and could range from 30 days to 15 years. Should we choose not to apply this exclusionary period, it would be for new issues only and the word "None" will appear in this field.

Death Benefit Payment Duration: the duration over which the Enhanced Death Benefit Option(s) may be paid will appear in this field. Should we change this duration it would be for new issues only and could range from 1 to 120 months or years and could occur monthly, quarterly, semi-annually and annually.

Death Benefit Guarantee Withdrawal Factor at Issue: The Death Benefit Guarantee Withdrawal Factor applicable on the Rider Issue Date will appear in this field. Should we change the factor, it would be for new issues only and could range from 0% to 100%.

Minimum Death Benefit Guarantee Withdrawal Factor: The Minimum Death Benefit Guarantee Withdrawal Factor that can be applied when the feature is reset will appear in this field. Should we change the factor, it would be for new issues only and could range from 0% to 100%.

In the event that the Minimum Death Benefit Guarantee Withdrawal Factor varies by issue age and/or Rider Year, a table showing the issue age and/or Rider Year ranges will appear. The issue ages and Rider Years are bracketed to indicate that they may change. Should we change them, it would be for new issues only and could range from 0 to 85 years of age (in single ages or ranges) and 1 to 99 Rider Years (in single years or ranges). We reserve the right to show either a single value or a table showing either issue age, Rider Year or both.

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[Rider Year	[Issue Age	Minimum Death Benefit Guarantee Withdrawal Factor
[1-5	[0-85	[0.00%
6-10	0-55	3.75%
11+]	56-70]	4.00%]

Death Benefit Guarantee Reset Frequency: The frequency at which the Death Benefit Guarantee Withdrawal Factor may be reset will appear in this field. Should we change this frequency it would be for new issues only and could range from the 1st to the 20th Rider Anniversary.

Guaranteed Minimum Death Benefit Method: the method used to calculate the Enhanced Death Benefit Options will appear in this field. Depending on the version of the rider selected, one of the following seven blocks of text will appear. Only one will appear at a time. If any of these fields appear, they will appear exactly as shown:

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Option 1 (this option is comprised of two separate parts: Enhanced Death Benefit Option 1 shown on this page and Enhanced Death Benefit Option 2 shown on the following page.)

¹²[The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]²

³[Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴[over the Death Benefit Payment Duration]⁴

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

Prior to the Rider Exercise Date, on the date of any subsequent premium payment, withdrawal, or any Rider Anniversary, the GMDB Benefit Base equals:

$$(A + B - C) \times (1 + \text{GMDB Roll-Up Rate}), \text{ subject to the Maximum GMDB Benefit Base.}$$

Where,

- A = Cumulative Premium
- B = cumulative Premium Bonus plus GMDB Benefit Base Bonus
- C = cumulative Gross Withdrawals prior to the Rider Exercise Date

For the period of time between the conclusion of the final Roll-Up Period and the Rider Exercise Date, the GMDB Roll-Up Rate will be equal to the GMDB Roll-Up Rate that was in effect during the final year of the recently completed Roll-Up Period.

On the Rider Exercise Date, the GMDB Benefit Base equals:

$$((A + B - C) \times (1 + \text{GMDB Roll-Up Rate})) \times \text{GMDB Termination Factor, subject to the Maximum GMDB Benefit Base.}$$

After the Rider Exercise Date, the GMDB Benefit Base will be recalculated on the date of any withdrawal. The GMDB Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.³

⁵[Or,]⁵

Comment [SZ1]: Brackets annotated with ¹ =
This entire section of text is bracketed to indicate that it may or may not appear, depending on what Enhanced Death Benefit Options are available. The Enhanced Death Benefit Options available will appear exactly as shown. Should we change this, it would be for new issues only.

Comment [SZ2]: Brackets annotated with ² =
This text is bracketed to indicate that it may or may not appear, depending on how many Enhanced Death Benefit Options are available. If there are two Enhanced Death Benefit Options available, this language will appear exactly as shown. If only one Enhanced Death Benefit Option is available, then this text will not appear. Should we change this, it would be for new issues only.

Comment [SZ3]: Brackets annotated with ³ =
Enhanced Death Benefit Option 1 is bracketed to indicate that it may or may not appear. If this option is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ4]: Brackets annotated with ⁴ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

Comment [SZ5]: Brackets annotated with ⁵ =
This word is bracketed to indicate that it may or may not appear. If there are two Enhanced Death Benefit Options available, it will appear exactly as shown. If only one Enhanced Death Benefit Option is available, it will not appear. Should we change this it would be for new issues only.

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⁶[Enhanced Death Benefit Option 2 = the greater of the Death Benefit provided by the attached contract or the Death Benefit Guarantee multiplied by the Death Benefit Guarantee Factor, payable [in one lump sum.]⁷

The Death Benefit Guarantee is equal to the Cumulative Premium plus any applicable cumulative Premium Bonus.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the Death Benefit Guarantee Withdrawal Threshold Amount, the Death Benefit Guarantee will be reduced to zero.

The Death Benefit Guarantee Withdrawal Threshold Amount is calculated on the Rider Issue Date and on each Rider Anniversary. It is equal to the Cumulative Premium, multiplied by the current Death Benefit Guarantee Withdrawal Factor for that Rider Year.

The Death Benefit Guarantee Withdrawal Factor is first set on the Rider Issue Date and may be reset every Death Benefit Guarantee Reset Frequency. The Death Benefit Guarantee Withdrawal Factor can never be lower than the Minimum Death Benefit Guarantee Withdrawal Factor shown in the rider specifications.

The Death Benefit Guarantee is available even if the Accumulation Value of the attached contract is reduced to zero.]⁶¹

Comment [SZ6]: Brackets annotated with ⁶ =
Enhanced Death Benefit Option 2 is bracketed to indicate that it may or may not appear. If it is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ7]: Brackets annotated with ⁷ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

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Option 2

¹² [The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]²

³ [Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴ [over the Death Benefit Payment Duration]]⁴

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

Prior to the Rider Exercise Date, on the date of any subsequent premium payment, withdrawal, or any Rider Anniversary, the GMDB Benefit Base equals:

$$(A + B - C) \times (1 + \text{GMDB Roll-Up Rate}), \text{ subject to the Maximum GMDB Benefit Base.}$$

Where,

A = Cumulative Premium

B = cumulative Premium Bonus plus GMDB Benefit Base Bonus

C = cumulative Gross Withdrawals prior to the Rider Exercise Date

For the period of time between the conclusion of the final Roll-Up Period and the Rider Exercise Date, the GMDB Roll-Up Rate will be equal to the GMDB Roll-Up Rate that was in effect during the final year of the recently completed Roll-Up Period.

On the Rider Exercise Date, the GMDB Benefit Base equals:

$$((A + B - C) \times (1 + \text{GMDB Roll-Up Rate})) \times \text{GMDB Termination Factor, subject to the Maximum GMDB Benefit Base.}$$

After the Rider Exercise Date, the GMDB Benefit Base will be recalculated on the date of any withdrawal. The GMDB Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.³

⁵ [Or,]⁵

⁶ [Enhanced Death Benefit Option 2 = the Death Benefit provided by the attached contract, payable ⁷ [in one lump sum.]]⁶ ¹

Comment [SZ8]: Brackets annotated with ¹ =
This entire section of text is bracketed to indicate that it may or may not appear, depending on what Enhanced Death Benefit Options are available. The Enhanced Death Benefit Options available will appear exactly as shown. Should we change this, it would be for new issues only.

Comment [SZ9]: Brackets annotated with ² =
This text is bracketed to indicate that it may or may not appear, depending on how many Enhanced Death Benefit Options are available. If there are two Enhanced Death Benefit Options available, this language will appear exactly as shown. If only one Enhanced Death Benefit Option is available, then this text will not appear. Should we change this, it would be for new issues only.

Comment [SZ10]: Brackets annotated with ³ =
Enhanced Death Benefit Option 1 is bracketed to indicate that it may or may not appear. If this option is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ11]: Brackets annotated with ⁴ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

Comment [SZ12]: Brackets annotated with ⁵ =
This word is bracketed to indicate that it may or may not appear. If there are two Enhanced Death Benefit Options available, it will appear exactly as shown. If only one Enhanced Death Benefit Option is available, it will not appear. Should we change this it would be for new issues only.

Comment [SZ13]: Brackets annotated with ⁶ =
Enhanced Death Benefit Option 2 is bracketed to indicate that it may or may not appear. If it is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ14]: Brackets annotated with ⁷ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

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Option 3

¹[Compound Interest Method

²[The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]²

³[Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴[over the Death Benefit Payment Duration]⁴

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

On or before the Rider Exercise Date on any Rider Anniversary and prior to the end of the Roll-Up Period, the GMDB Benefit Base will be equal to:

$(1 + \text{GMDB Roll-Up Rate}) \times \text{GMDB Benefit Base prior to the re-calculation, subject to the Maximum GMDB Benefit Base.}$

After the conclusion of the final Roll-Up Period, the GMDB Roll-Up Rate is equal to zero.

The GMDB Benefit Base will be increased by any subsequent premiums paid, plus any associated Premium Bonus, if permitted by the attached contract.

At any time, the GMDB Benefit Base will be reduced by any withdrawal (including RMDs) in the same proportion as the Accumulation Value is reduced by the withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

On the Rider Exercise Date, the GMDB Benefit Base is multiplied by the GMDB Termination Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.³

⁵[Or,]⁵]

⁶[Enhanced Death Benefit Option 2 = the Death Benefit provided by the attached contract, payable ⁷[in one lump sum.]⁷]⁶]

Comment [SZ15]: Brackets annotated with ¹ =
This entire section of text is bracketed to indicate that it may or may not appear, depending on what Enhanced Death Benefit Options are available. The Enhanced Death Benefit Options available will appear exactly as shown. Should we change this, it would be for new issues only.

Comment [SZ16]: Brackets annotated with ² =
This text is bracketed to indicate that it may or may not appear, depending on how many Enhanced Death Benefit Options are available. If there are two Enhanced Death Benefit Options available, this language will appear exactly as shown. If only one Enhanced Death Benefit Option is available, then this text will not appear. Should we change this, it would be for new issues only.

Comment [SZ17]: Brackets annotated with ³ =
Enhanced Death Benefit Option 1 is bracketed to indicate that it may or may not appear. If this option is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ18]: Brackets annotated with ⁴ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

Comment [SZ19]: Brackets annotated with ⁵ =
This word is bracketed to indicate that it may or may not appear. If there are two Enhanced Death Benefit Options available, it will appear exactly as shown. If only one Enhanced Death Benefit Option is available, it will not appear. Should we change this it would be for new issues only.

Comment [SZ20]: Brackets annotated with ⁶ =
Enhanced Death Benefit Option 2 is bracketed to indicate that it may or may not appear. If it is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ21]: Brackets annotated with ⁷ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

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Option 4

¹[Simple Interest Method

²[The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]²

³[Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴[over the Death Benefit Payment Duration]]⁴

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

On or before the Rider Exercise Date on any Rider Anniversary and prior to the end of the Roll-Up Period, the GMDB Benefit Base will be equal to:

$$A + ((1 + B) \times C), \text{ subject to the Maximum GMDB Benefit Base.}$$

Where,

A = GMDB Benefit Base prior to the re-calculation

B = GMDB Roll-Up Rate

C = Adjusted Initial GMDB Benefit Base prior to the re-calculation

After the conclusion of the final Roll-Up Period, the GMDB Roll-Up Rate is equal to zero.

On the Rider Issue Date, the Adjusted Initial GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

The GMDB Benefit Base and Adjusted Initial GMDB Benefit Base will be increased by any subsequent premiums paid, plus any associated Premium Bonus, if permitted by the attached contract.

▲ At any time, the GMDB Benefit Base and Adjusted Initial GMDB Benefit Base will be reduced by any withdrawal (including RMDs) in the same proportion as the Accumulation is reduced by any withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals in any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

On the Rider Exercise Date, the GMDB Benefit Base is multiplied by the GMDB Termination Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.³

⁵[Or,]⁵

⁶[Enhanced Death Benefit Option 2 = the Death Benefit provided by the attached contract, payable ⁷[in one lump sum.]⁶]¹

Comment [SZ22]: Brackets annotated with ¹ =
This entire section of text is bracketed to indicate that it may or may not appear, depending on what Enhanced Death Benefit Options are available. The Enhanced Death Benefit Options available will appear exactly as shown. Should we change this, it would be for new issues only.

Comment [SZ23]: Brackets annotated with ² =
This text is bracketed to indicate that it may or may not appear, depending on how many Enhanced Death Benefit Options are available. If there are two Enhanced Death Benefit Options available, this language will appear exactly as shown. If only one Enhanced Death Benefit Option is available, then this text will not appear. Should we change this, it would be for new issues only.

Comment [SZ24]: Brackets annotated with ³ =
Enhanced Death Benefit Option 1 is bracketed to indicate that it may or may not appear. If this option is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ25]: Brackets annotated with ⁴ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

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Comment [SZ26]: Brackets annotated with ⁵ =
This word is bracketed to indicate that it may or may not appear. If there are two Enhanced Death Benefit Options available, it will appear exactly as shown. If only one Enhanced Death Benefit Option is available, it will not appear. Should we change this it would be for new issues only.

Comment [SZ27]: Brackets annotated with ⁶ =
Enhanced Death Benefit Option 2 is bracketed to indicate that it may or may not appear. If it is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ28]: Brackets annotated with ⁷ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

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Option 5 (this option is comprised of two separate parts: Enhanced Death Benefit Option 1 shown on this page and Enhanced Death Benefit Option 2 shown on the following page.)

¹ ² The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:²

³ Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴over the Death Benefit Payment Duration⁴

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

Prior to the Rider Exercise Date, on the date of any subsequent premium payment, withdrawal, or any Rider Anniversary, the GMDB Benefit Base equals:

$$(A + B - C) \times (1 + \text{GMDB Roll-Up Rate}), \text{ subject to the Maximum GMDB Benefit Base.}$$

Where,

A = Cumulative Premium

B = cumulative Premium Bonus plus GMDB Benefit Base Bonus

C = cumulative Gross Withdrawals prior to the Rider Exercise Date

For the period of time between the conclusion of the final Roll-Up Period and the Rider Exercise Date, the GMDB Roll-Up Rate will be equal to the GMDB Roll-Up Rate that was in effect during the final year of the recently completed Roll-Up Period.

On the Rider Exercise Date, the GMDB Benefit Base equals:

$$((A + B - C) \times (1 + \text{GMDB Roll-Up Rate})) \times \text{GMDB Termination Factor}, \text{ subject to the Maximum GMDB Benefit Base.}$$

After the Rider Exercise Date, the GMDB Benefit Base will be recalculated on the date of any withdrawal. The GMDB Benefit Base will be reduced in the same proportion as the Accumulation Value is reduced by the withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.⁵

⁵ [Or.]⁶

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Comment [SZ29]: Brackets annotated with ¹ =
This entire section of text is bracketed to indicate that it may or may not appear, depending on what Enhanced Death Benefit Options are available. The Enhanced Death Benefit Options available will appear exactly as shown. Should we change this, it would be for new issues only.

Comment [SZ30]: Brackets annotated with ² =
This text is bracketed to indicate that it may or may not appear, depending on how many Enhanced Death Benefit Options are available. If there are two Enhanced Death Benefit Options available, this language will appear exactly as shown. If only one Enhanced Death Benefit Option is available, then this text will not appear. Should we change this, it would be for new issues only.

Comment [SZ31]: Brackets annotated with ³ =
Enhanced Death Benefit Option 1 is bracketed to indicate that it may or may not appear. If this option is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ32]: Brackets annotated with ⁴ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

Comment [SZ33]: Brackets annotated with ⁵ =
This word is bracketed to indicate that it may or may not appear. If there are two Enhanced Death Benefit Options available, it will appear exactly as shown. If only one Enhanced Death Benefit Option is available, it will not appear. Should we change this it would be for new issues only.

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⁶Enhanced Death Benefit Option 2 = the greater of the Death Benefit provided by the attached contract or the Death Benefit Guarantee multiplied by the Death Benefit Guarantee Factor, payable (in one lump sum).¹

The Death Benefit Guarantee is equal to the Cumulative Premium plus any applicable cumulative Premium Bonus.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year exceed the greater of: (a) the Death Benefit Guarantee Withdrawal Threshold Amount, or (b) the RMD for the current Rider Year for this contract, the Death Benefit Guarantee will be reduced to zero.

The Death Benefit Guarantee Withdrawal Threshold Amount is calculated on the Rider Issue Date, on each Rider Anniversary prior to the Rider Exercise Date and on the Rider Exercise Date.

On the Rider Issue Date and on each Rider Anniversary prior to the Rider Exercise Date, the Death Benefit Guarantee Withdrawal Threshold Amount is equal to the Cumulative Premium, plus any applicable cumulative Premium Bonus, multiplied by the current Death Benefit Guarantee Withdrawal Factor for that Rider Year.

On the Rider Exercise Date, the Death Benefit Guarantee Withdrawal Threshold Amount is equal to the current Death Benefit Guarantee Withdrawal Factor for that Rider Year multiplied by the greater of: (a) the Accumulation Value of the attached contract or (b) the Cumulative Premium plus any applicable Premium Bonus. The Death Benefit Guarantee Withdrawal Threshold Amount will not change after the Rider Exercise Date.

The Death Benefit Guarantee Withdrawal Factor is first set on the Rider Issue Date and may be reset every Death Benefit Guarantee Reset Frequency. The Death Benefit Guarantee Withdrawal Factor can never be lower than the Minimum Death Benefit Guarantee Withdrawal Factor shown in the rider specifications.

The Death Benefit Guarantee (if any) is available even if the Accumulation Value of the attached contract is reduced to zero.

⁸If you elect to annuitize your contract on the Maximum Maturity Date, your Annuitization Value will be increased by the difference between the Death Benefit Guarantee (if any), multiplied by the Death Benefit Guarantee Factor and the Accumulation Value of the attached contract.¹⁸

Please note: Withdrawals from your contract (other than RMDs) may result in termination of the Death Benefit Guarantee.¹¹

Comment [SZ34]: Brackets annotated with ⁶ = Enhanced Death Benefit Option 2 is bracketed to indicate that it may or may not appear. If it is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ35]: Brackets annotated with ⁷ = This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

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Comment [SAZ36]: Brackets annotated with ⁸ = This paragraph is bracketed to indicate that it may or may not appear. If it does appear, it will appear exactly as shown. Should we change this it would be for new issues only.

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Option 6 (this option is comprised of two separate parts: Enhanced Death Benefit Option 1 shown on this page and Enhanced Death Benefit Option 2 shown on the following page.)

¹[Compound Interest Method

²[The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:]

³[Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴[over the Death Benefit Payment Duration]

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

On or before the Rider Exercise Date on any Rider Anniversary and prior to the end of the Roll-Up Period, the GMDB Benefit Base will be equal to:

$(1 + \text{GMDB Roll-Up Rate}) \times \text{GMDB Benefit Base prior to the re-calculation, subject to the Maximum GMDB Benefit Base.}$

After the conclusion of the final Roll-Up Period, the GMDB Roll-Up Rate is equal to zero.

The GMDB Benefit Base will be increased by any subsequent premiums paid, plus any associated Premium Bonus, if permitted by the attached contract.

At any time, the GMDB Benefit Base will be reduced by any withdrawal (including RMDs) in the same proportion as the Accumulation Value is reduced by the withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

On the Rider Exercise Date, the GMDB Benefit Base is multiplied by the GMDB Termination Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.³

⁵[Or,⁵

⁶[Enhanced Death Benefit Option 2 = the Death Benefit provided by the attached contract, payable ⁷[in one lump sum.]⁸]

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Comment [SZ37]: Brackets annotated with ¹ =
This entire section of text is bracketed to indicate that it may or may not appear, depending on what Enhanced Death Benefit Options are available. The Enhanced Death Benefit Options available will appear exactly as shown. Should we change this, it would be for new issues only.

Comment [SZ38]: Brackets annotated with ² =
This text is bracketed to indicate that it may or may not appear, depending on how many Enhanced Death Benefit Options are available. If there are two Enhanced Death Benefit Options available, this language will appear exactly as shown. If only one Enhanced Death Benefit Option is available, then this text will not appear. Should we change this, it would be for new issues only.

Comment [SZ39]: Brackets annotated with ³ =
Enhanced Death Benefit Option 1 is bracketed to indicate that it may or may not appear. If this option is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ40]: Brackets annotated with ⁴ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

Comment [SZ41]: Brackets annotated with ⁵ =
This word is bracketed to indicate that it may or may not appear. If there are two Enhanced Death Benefit Options available, it will appear exactly as shown. If only one Enhanced Death Benefit Option is available, it will not appear. Should we change this it would be for new issues only.

Comment [SZ42]: Brackets annotated with ⁶ =
Enhanced Death Benefit Option 2 is bracketed to indicate that it may or may not appear. If it is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ43]: Brackets annotated with ⁷ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

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⁶Enhanced Death Benefit Option 2 = the greater of the Death Benefit provided by the attached contract or the Death Benefit Guarantee multiplied by the Death Benefit Guarantee Factor, payable (in one lump sum).¹

Comment [SZ44]: Brackets annotated with ⁶ = Enhanced Death Benefit Option 2 is bracketed to indicate that it may or may not appear. If it is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

The Death Benefit Guarantee is equal to the Cumulative Premium plus any applicable cumulative Premium Bonus.

Comment [SZ45]: Brackets annotated with ⁷ = This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year exceed the greater of: (a) the Death Benefit Guarantee Withdrawal Threshold Amount, or (b) the RMD for the current Rider Year for this contract, the Death Benefit Guarantee will be reduced to zero.

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The Death Benefit Guarantee Withdrawal Threshold Amount is calculated on the Rider Issue Date, on each Rider Anniversary prior to the Rider Exercise Date and on the Rider Exercise Date.

On the Rider Issue Date and on each Rider Anniversary prior to the Rider Exercise Date, the Death Benefit Guarantee Withdrawal Threshold Amount is equal to the Cumulative Premium, plus any applicable cumulative Premium Bonus, multiplied by the current Death Benefit Guarantee Withdrawal Factor for that Rider Year.

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On the Rider Exercise Date, the Death Benefit Guarantee Withdrawal Threshold Amount is equal to the current Death Benefit Guarantee Withdrawal Factor for that Rider Year multiplied by the greater of: (a) the Accumulation Value of the attached contract or (b) the Cumulative Premium plus any applicable Premium Bonus. The Death Benefit Guarantee Withdrawal Threshold Amount will not change after the Rider Exercise Date.

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The Death Benefit Guarantee Withdrawal Factor is first set on the Rider Issue Date and may be reset every Death Benefit Guarantee Reset Frequency. The Death Benefit Guarantee Withdrawal Factor can never be lower than the Minimum Death Benefit Guarantee Withdrawal Factor shown in the rider specifications.

The Death Benefit Guarantee (if any) is available even if the Accumulation Value of the attached contract is reduced to zero.

⁸If you elect to annuitize your contract on the Maximum Maturity Date, your Annuitization Value will be increased by the difference between the Death Benefit Guarantee (if any), multiplied by the Death Benefit Guarantee Factor and the Accumulation Value of the attached contract.¹

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Comment [SAZ46]: Brackets annotated with ⁸ = This paragraph is bracketed to indicate that it may or may not appear. If it does appear, it will appear exactly as shown. Should we change this it would be for new issues only.

Please note: Withdrawals from your contract (other than RMDs) may result in termination of the Death Benefit Guarantee.¹

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Option 7 (this option is comprised of two separate parts: Enhanced Death Benefit Option 1 shown on this page and Enhanced Death Benefit Option 2 shown on the following page.)

¹Simple Interest Method

²The Beneficiary will have the choice of the following two Enhanced Death Benefit Options:²

³Enhanced Death Benefit Option 1 = the GMDB Benefit Base multiplied by the GMDB Benefit Base Factor, payable ⁴over the Death Benefit Payment Duration⁴

On the Rider Issue Date, the GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

On or before the Rider Exercise Date on any Rider Anniversary and prior to the end of the Roll-Up Period, the GMDB Benefit Base will be equal to:

$$A + ((1 + B) \times C), \text{ subject to the Maximum GMDB Benefit Base.}$$

Where,

- _____ A = GMDB Benefit Base prior to the re-calculation
- _____ B = GMDB Roll-Up Rate
- _____ C = Adjusted Initial GMDB Benefit Base prior to the re-calculation

After the conclusion of the final Roll-Up Period, the GMDB Roll-Up Rate is equal to zero.

On the Rider Issue Date, the Adjusted Initial GMDB Benefit Base is equal to the Initial Premium, plus any applicable Premium Bonus, plus any applicable GMDB Benefit Base Bonus.

The GMDB Benefit Base and Adjusted Initial GMDB Benefit Base will be increased by any subsequent premiums paid, plus any associated Premium Bonus, if permitted by the attached contract.

[▲]At any time, the GMDB Benefit Base and Adjusted Initial GMDB Benefit Base will be reduced by any withdrawal (including RMDs) in the same proportion as the Accumulation is reduced by any withdrawal.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals in any Rider Year are greater than the GMDB Benefit Base Withdrawal Threshold Amount, the GMDB Benefit Base will be reduced to zero.

During the first Rider Year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value at the time of the first withdrawal multiplied by the GMDB Benefit Base Withdrawal Factor. During any subsequent year, the GMDB Benefit Base Withdrawal Threshold Amount will equal the Accumulation Value as of the previous Rider Anniversary multiplied by the GMDB Benefit Base Withdrawal Factor.

On the Rider Exercise Date, the GMDB Benefit Base is multiplied by the GMDB Termination Factor.

If the Accumulation Value is reduced below the Minimum Remaining Accumulation Value under the attached contract, the GMDB Benefit Base will be reduced to zero.³

⁶Or,⁵

⁶Enhanced Death Benefit Option 2 = the Death Benefit provided by the attached contract, payable ⁷in one lump sum.⁷⁶¹

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Comment [SZ47]: Brackets annotated with ¹ =
This entire section of text is bracketed to indicate that it may or may not appear, depending on what Enhanced Death Benefit Options are available. The Enhanced Death Benefit Options available will appear exactly as shown. Should we change this, it would be for new issues only.

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Comment [SZ48]: Brackets annotated with ² =
This text is bracketed to indicate that it may or may not appear, depending on how many Enhanced Death Benefit Options are available. If there are two Enhanced Death Benefit Options available, this language will appear exactly as shown. If only one Enhanced Death Benefit Option is available, then this text will not appear. Should we change this, it would be for new issues only.

Comment [SZ49]: Brackets annotated with ³ =
Enhanced Death Benefit Option 1 is bracketed to indicate that it may or may not appear. If this option is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

Comment [SZ50]: Brackets annotated with ⁴ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

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Comment [SZ51]: Brackets annotated with ⁵ =
This word is bracketed to indicate that it may or may not appear. If there are two Enhanced Death Benefit Options available, it will appear exactly as shown. If only one Enhanced Death Benefit Option is available, it will not appear. Should we change this it would be for new issues only.

Comment [SZ52]: Brackets annotated with ⁶ =
Enhanced Death Benefit Option 2 is bracketed to indicate that it may or may not appear. If it is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

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Comment [SZ53]: Brackets annotated with ⁷ =
This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

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⁶Enhanced Death Benefit Option 2 = the greater of the Death Benefit provided by the attached contract or the Death Benefit Guarantee multiplied by the Death Benefit Guarantee Factor, payable (in one lump sum).¹

Comment [SZ54]: Brackets annotated with ⁶ = Enhanced Death Benefit Option 2 is bracketed to indicate that it may or may not appear. If it is available, it will appear exactly as shown. If it is not available, it will not appear. Should we change this it would be for new issues only

The Death Benefit Guarantee is equal to the Cumulative Premium plus any applicable cumulative Premium Bonus.

Comment [SZ55]: Brackets annotated with ⁷ = This text is bracketed to indicate that the payment mode may change. Should we change this text it would be for new issues only and could be one of the following: (1) "over the Death Benefit Payment Duration" (2) "in one lump sum" or (3) a value ranging from 1 to 120 months or years and a frequency of monthly, quarterly, semi-annually or annually.

The death benefit payable under this rider will be reduced by any applicable Non-Vested Premium Bonus recovered due to death during the Premium Bonus Qualification Period.

If the cumulative Gross Withdrawals within any Rider Year exceed the greater of: (a) the Death Benefit Guarantee Withdrawal Threshold Amount, or (b) the RMD for the current Rider Year for this contract, the Death Benefit Guarantee will be reduced to zero.

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The Death Benefit Guarantee Withdrawal Threshold Amount is calculated on the Rider Issue Date, on each Rider Anniversary prior to the Rider Exercise Date and on the Rider Exercise Date.

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On the Rider Issue Date and on each Rider Anniversary prior to the Rider Exercise Date, the Death Benefit Guarantee Withdrawal Threshold Amount is equal to the Cumulative Premium, plus any applicable cumulative Premium Bonus, multiplied by the current Death Benefit Guarantee Withdrawal Factor for that Rider Year.

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On the Rider Exercise Date, the Death Benefit Guarantee Withdrawal Threshold Amount is equal to the current Death Benefit Guarantee Withdrawal Factor for that Rider Year multiplied by the greater of: (a) the Accumulation Value of the attached contract or (b) the Cumulative Premium plus any applicable Premium Bonus. The Death Benefit Guarantee Withdrawal Threshold Amount will not change after the Rider Exercise Date.

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The Death Benefit Guarantee Withdrawal Factor is first set on the Rider Issue Date and may be reset every Death Benefit Guarantee Reset Frequency. The Death Benefit Guarantee Withdrawal Factor can never be lower than the Minimum Death Benefit Guarantee Withdrawal Factor shown in the rider specifications.

The Death Benefit Guarantee (if any) is available even if the Accumulation Value of the attached contract is reduced to zero.

⁸If you elect to annuitize your contract on the Maximum Maturity Date, your Annuitization Value will be increased by the difference between the Death Benefit Guarantee (if any), multiplied by the Death Benefit Guarantee Factor and the Accumulation Value of the attached contract.¹⁸

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Please note: Withdrawals from your contract (other than RMDs) may result in termination of the Death Benefit Guarantee.¹¹

Comment [SAZ56]: Brackets annotated with ⁸ = This paragraph is bracketed to indicate that it may or may not appear. If it does appear, it will appear exactly as shown. Should we change this it would be for new issues only.

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Signatures and Titles: We have placed brackets around the Company officer signatures and titles to indicate that the officer names and titles may change in the future.

GMDB Roll-Up Table: the percentages used to determine the increase to the GMDB Benefit Base will appear in this table. Should we change these percentages, it would be for new issues only and could range from 0% to 30%. The number of Rider Years appearing in this table will coincide with the duration of the Roll-Up Period and can range from 0 to 30 years.

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GMDB Benefit Base Factor Table: The GMDB Benefit Base Factors will appear in this table. Should we change these factors, it would be for new issues only and could range from 0% to 100%. The Rider Years appearing in this table will range from 1 to 105 and will coincide with the number of years the contract will be in force until the Contract Maturity Date (as of the Rider Issue Date.) For example, if the oldest Covered Person is age 65 on the Rider Issue Date and the Contract Maturity Date is set to age 105, the table will reflect Rider Years 1 through 40 and their associated values.

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GMDB Termination Factor Table: The GMDB Termination Factors will appear in this field. Should we change these factors, it would be for new issues only and they could range 0% to 100%. The Rider Years appearing in this table will range from 1 to 105 and will coincide with the number of years the contract will be in force until the Contract Maturity Date (as of the Rider Issue Date.) For example, if the oldest Covered Person is age 65 on the Rider Issue Date and the Contract Maturity Date is set to age 105, the table will reflect Rider Years 1 through 40 and their associated values. The percentages could range from 0% to 100%. Should we change this, it would be for new issues only.

Death Benefit Guarantee Factor Table: The Death Benefit Guarantee Factors will appear in this field. Should we change these factors, it would be for new issues only and they could range 0% to 100%. The Rider Years appearing in this table will range from 1 to 105 and will coincide with the number of years the contract will be in force until the Contract Maturity Date (as of the Rider Issue Date.) For example, if the oldest Covered Person is age 65 on the Rider Issue Date and the Contract Maturity Date is set to age 105, the table will reflect Rider Years 1 through 40 and their associated values. The percentages could range from 0% to 100%. Should we change this, it would be for new issues only.

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