

SERFF Tracking Number: AGNN-128249783 State: Arkansas
Filing Company: Western National Life Insurance Company State Tracking Number:
Company Tracking Number: S202-12
TOI: A02I Individual Annuities- Deferred Non- Sub-TOI: A02I.003 Single Premium
Variable
Product Name: S202-12
Project Name/Number: S202-12/S202-12

Filing at a Glance

Company: Western National Life Insurance Company

Product Name: S202-12

SERFF Tr Num: AGNN-128249783 State: Arkansas

TOI: A02I Individual Annuities- Deferred Non-
Variable

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

Sub-TOI: A02I.003 Single Premium

Co Tr Num: S202-12

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Author: Valerie Garcia

Disposition Date: 04/13/2012

Date Submitted: 04/09/2012

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: S202-12

Status of Filing in Domicile: Not Filed

Project Number: S202-12

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Individual Market Type:

Overall Rate Impact:

Filing Status Changed: 04/13/2012

State Status Changed: 04/13/2012

Deemer Date:

Created By: Valerie Garcia

Submitted By: Valerie Garcia

Corresponding Filing Tracking Number: S202-
12

Filing Description:

Re: WESTERN NATIONAL LIFE INSURANCE COMPANY

FEIN: 75-0770838

NAIC: 70432

Form: S202-12 Single Premium Deferred Fixed Annuity

S202-12-5 Schedule Page

212-4X Annuity Application

Dear Filing Intake:

SERFF Tracking Number: AGNN-128249783 State: Arkansas
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The forms submitted in this filing are new and do not replace any forms previously approved by your Department. The filing includes no assumption or provisions that unfairly discriminate in availability, rates, benefits, or any other way for prospective insureds of the same class, equal expectation of life, and degree of risk. This filing does not contain any unusual or controversial items. To the best of our knowledge, information and belief, the forms submitted herewith are in compliance with the provisions of the insurance laws, rules, regulations and bulletins of your state and such forms contain no provisions previously disapproved by your Department.

Form S202-12 is an individual fixed single premium deferred annuity policy with an early withdrawal charge period of five years. The owner may make partial withdrawals at any time before the Annuity Date. Withdrawals in excess of the permitted free withdrawals are subject to a decreasing early withdrawal charge for five years after the Policy Date. This policy is non-participating. The issue ages are 0-90. The policy will be marketed through financial institutions and will be both home office and field issued, except for rollovers and transfers which are only home office issued.

Form S202-12-5 is a schedule page which will be issued with the policy and will summarize all rate information to the policy holder.

Form 212-4X is the application which will be used to apply for this policy.

Form R391-06, approved in your state on 01/11/2007, will be issued with this contract. This form is a Permitted Free Withdrawal Endorsement that amends the Permitted Free Withdrawal provision in the contract to allow up to an annual 15% as of previous anniversary annuity value.

Form R384-05, approved in your state on 12/21/2005, will be issued with this contract. This form is a Premium Guarantee Endorsement, which guarantees the single premium payment. If a full withdrawal is taken at any time, the customer will receive at least the amount of the single premium paid, less any prior partial withdrawals. This endorsement will become a part of the policy at issue.

Please contact me if I can assist with your review at 1.800.262.4764 x831.3702 or via e-mail at Valerie.garcia@valic.com. I look forward to your formal notification of approval.

Sincerely,

Valerie Garcia - Associate Legal Analyst

State Narrative:

SERFF Tracking Number: AGNN-128249783 State: Arkansas
 Filing Company: Western National Life Insurance Company State Tracking Number:
 Company Tracking Number: S202-12
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
 Variable
 Product Name: S202-12
 Project Name/Number: S202-12/S202-12

Company and Contact

Filing Contact Information

Valerie Garcia, Valerie.Garcia@valic.com
 2919 Allen Pkwy L10-30 713-831-3702 [Phone]
 Houston, TX 77019

Filing Company Information

Western National Life Insurance Company CoCode: 70432 State of Domicile: Texas
 2929 Allen Parkway, L10-30 Group Code: 12 Company Type:
 Houston, TX 77019 Group Name: State ID Number:
 (713) 831-6006 ext. [Phone] FEIN Number: 75-0770838

Filing Fees

Fee Required? Yes
 Fee Amount: \$150.00
 Retaliatory? No
 Fee Explanation: We've attached \$50.00 for each form totalling \$150.00.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Western National Life Insurance Company	\$150.00	04/09/2012	57839250

SERFF Tracking Number: AGNN-128249783 State: Arkansas
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 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
 Variable
 Product Name: S202-12
 Project Name/Number: S202-12/S202-12

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	04/13/2012	04/13/2012

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	04/12/2012	04/12/2012	Valerie Garcia	04/12/2012	04/12/2012

SERFF Tracking Number: AGNN-128249783 *State:* Arkansas
Filing Company: Western National Life Insurance Company *State Tracking Number:*
Company Tracking Number: S202-12
TOI: A021 Individual Annuities- Deferred Non- *Sub-TOI:* A021.003 Single Premium
Variable
Product Name: S202-12
Project Name/Number: S202-12/S202-12

Disposition

Disposition Date: 04/13/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AGNN-128249783 State: Arkansas
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 Variable
 Product Name: S202-12
 Project Name/Number: S202-12/S202-12

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	SOVs		Yes
Form	Single Premium Deferred Annuity		Yes
Form	Schedule Page		Yes
Form	Application		Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 04/12/2012
Submitted Date 04/12/2012
Respond By Date 05/14/2012

Dear Valerie Garcia,

This will acknowledge receipt of the captioned filing.

Objection 1

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

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

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

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Variable
Product Name: S202-12
Project Name/Number: S202-12/S202-12

Response Letter

Response Letter Status Submitted to State
Response Letter Date 04/12/2012
Submitted Date 04/12/2012

Dear Linda Bird,

Comments:

We certify that we are in compliance with Regulations 19 and 49, as well as AR. Code Ann. 23-79-138.

Please contact me if I can assist with your review at 1.800.262.4764 x831.3702 or via e-mail at Valerie.Garcia@valic.com. I look forward to your formal notification of approval.

Sincerely,

Valerie Garcia - Associate Legal Analyst

Response 1

Comments: We certify that we are in compliance with Regulations 19 and 49, as well as AR. Code Ann. 23-79-138.

Related Objection 1

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

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: SOVs

Comment:

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No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Valerie Garcia

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 Company Tracking Number: S202-12
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Form Schedule

Lead Form Number: S202-12

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	S202-12	Policy/Contract/Fraternal Certificate Single Premium Deferred Annuity	Initial		49.400	S202-12_filedversion.pdf
	S202-12-5	Schedule Pages Schedule Page	Initial		49.400	S202-12-5_Schedule Page.pdf
	212-4X	Application/ Enrollment Form Application	Initial		49.400	212-4X_filed version.pdf

SINGLE PREMIUM DEFERRED ANNUITY POLICY

Western National Life Insurance Company (referred to in this annuity policy as "We") has issued this policy in consideration of Your application and single premium.

Interest earned on Your single premium will accumulate until it is withdrawn or applied to an income plan. Income payments made according to the income plan selected will begin on the Annuity Date.

The Owner may make partial withdrawals at any time before the Annuity Date. Withdrawals in excess of permitted amounts are subject to a decreasing early withdrawal charge for five years after the Policy date. The early withdrawal charge is equal to the percentage shown below of the amount of premium withdrawn which exceeds permitted fee withdrawals.

Policy year	1	2	3	4	5	Thereafter
Charge	9%	8%	7%	6%	5%	0%

See *Withdrawals*, beginning on page 6, for additional information.

[ [SECRETARY]  [PRESIDENT]]

Policy Number: _____ Policy Date: _____

Single Premium Payment: _____ Annuity Date: _____

Annuitant: _____ Age at Issue: _____

Read Your policy carefully. This annuity policy explains how Your annuity works, and is a legal contract between You and Western National Life Insurance Company.

RIGHT TO VOID: If, after reading the policy You are not satisfied for any reason, You may return the policy to us or any agent authorized by us within twenty days (thirty days if this policy is issued as a replacement) after receiving it. We will refund any premium paid and the policy will then be void.

**SINGLE PREMIUM DEFERRED ANNUITY
ANNUITY PAYMENTS TO BEGIN ON ANNUITY DATE
THIS ANNUITY IS NON-PARTICIPATING – DIVIDENDS ARE NOT PAYABLE**

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ANNUITY APPLICATION	Attached

DEFINITIONS:

Annuity Date: The date income payments will begin.

Annuity Value: The Annuity Value equals the single premium received, plus any interest earned, minus any applicable premium tax, minus any previous withdrawals and related early withdrawal charges.

Annuitant: The natural person to whom income payments will be made.

Owner: The primary Owner and any joint Owner, collectively.

Policy Date: The date this policy was issued and the date on which the single premium began earning interest.

We, us, our: Western National Life Insurance Company.

Withdrawal Value: The amount You would receive upon a full withdrawal of Your Policy. The Withdrawal Value equals the Annuity Value after any applicable withdrawal charges have been deducted.

You, Your: The Owner.

OWNER

The Owner is the person or entity entitled to the ownership rights stated by this policy.

As the Owner, You have the right to:

- Name a different Owner.
- Assign Your interest in the policy to another person.
- Name or change the beneficiary.
- Withdraw money from Your annuity.
- Select an income plan and specify its start date. (See *Income Plans* on page 7 for details).

- Receive the annuity income payments once the income plan has been established.
- Terminate Your annuity and receive the Withdrawal Value.

JOINT OWNER

If this policy is non-qualified, it may be owned by joint Owners. Upon the death of either Owner, the surviving joint Owner will be the primary beneficiary. If another result is desired, the Owners may specifically designate that a surviving joint Owner will not be the primary beneficiary.

ANNUITANT

An Annuitant is a "measuring life" and has the following effects on the annuity:

- If You choose an income plan that guarantees payments for life, the age and sex of the Annuitant is used to calculate the income amounts, unless unisex mortality factors apply to Your policy. (See *Employer-Sponsored Plans* on page 9 for more information).
- If the Annuitant dies before an income plan begins, the Owner may designate a new Annuitant, subject to our underwriting rules then in effect. If the Owner is not a natural person, the death of the Annuitant will be treated as the death of the Owner.
- If the Annuitant dies after an income plan begins, income payments will end unless the income plan chosen calls for payments to continue after death.

BENEFICIARY

The beneficiary is the person or persons who will receive payment if:

- The Owner dies before an income plan has started, or
- The Annuitant dies while payments are being made under an income plan that calls for

payments to continue after the Annuitant's death.

See the *Joint Owner* provision above for its effect on the beneficiary.

If no beneficiary is living when the money becomes payable due to death, We will pay the Owner or Owner's estate.

CHANGES TO OWNER, ANNUITANT OR BENEFICIARY

Beneficiary. If You make a beneficiary change, the change will take effect on the date You sign the change request form. However, We are not responsible for any payment or other action taken before we have received and acknowledged in writing Your change request.

Annuitant. The Annuitant is the person designated by the Owner in the application, unless changed prior to the Annuity Date. The Annuitant may only be changed prior to the Annuity Date as follows:

- If the Owner is a natural person, he or she may change the Annuitant upon the death of an Annuitant who is not the Owner; or
- An Owner who is a natural person and who is not the Annuitant may designate himself or herself the Annuitant at the time the Owner requests an income plan in writing.
- An Owner who is not a natural person may not change the Annuitant.

Any change of the Annuitant is subject to our underwriting rules in effect at the time the change is requested, including underwriting rules regarding the age of the Annuitant.

Assignment and Ownership. If You assign Your policy or make an ownership change, the change will take effect on the date You sign the change request form. However, we are not responsible for any payment or other action taken before we have

received and acknowledged in writing Your change request.

We are not responsible for the validity of any assignment or ownership change. An assignment or ownership change may be a taxable transaction. Consult Your tax advisor to determine any tax consequences.

POLICY VALUES

Your **Annuity Value** equals:

- The single premium received,
- plus all interest earned,
- minus any applicable premium tax (see page10),
- minus any previous withdrawals and related early withdrawal charge.

Your **Withdrawal Value** is the amount You will receive upon a full withdrawal or surrender of Your policy. It is equal to the Annuity Value after any applicable early withdrawal charges have been deducted.

Interest

Interest is credited to Your annuity daily. All interest rates quoted are effective annual interest rates. This is the yield that results after interest has compounded daily for a full year.

We set interest rates according to the following guidelines:

- The single premium will earn interest at the interest rate and for the time period shown on Your annuity application and schedule page. Thereafter, we will declare the new rate from time to time.
- The table on page 11 shows the minimum Withdrawal Values we guarantee. These values could be greater if we pay or credit interest in excess of the guaranteed minimum interest rate.

Prior to the selection of an Income Plan, we guarantee Your effective annual interest rate will always be at least as large as the guaranteed minimum interest rate set forth in Your annuity application and on the Schedule Page, regardless of future economic conditions.

WITHDRAWALS

For the purpose of calculating permitted free withdrawals and early withdrawal charges, withdrawals will be treated as coming first from interest earnings, and as a return of premium only after earnings have been exhausted.

Permitted Free Withdrawal Option

You may withdraw the accumulated interest earnings free of any early withdrawal charge at any time after thirty days from the Policy Date.

Early Withdrawal Charges

An early withdrawal charge may be deducted if You withdraw more than Your permitted free withdrawal amount. The early withdrawal charge is equal to the percentage(s) shown on page 1 of the amount of premium withdrawn. After five years from the Policy Date an early withdrawal charge will not apply.

The table on page 11 shows the minimum Withdrawal Values we guarantee. These values could be greater if we pay or credit interest in excess of the guaranteed minimum interest rate.

Income Tax Consequences

Withdrawals from Your annuity may be subject to federal and state income taxes. For tax purposes, withdrawals will be treated as coming first from interest earnings, and as a return of premium only after earnings have been exhausted. Income taxes may apply sooner if the Owner is not a natural person and if an exception to annual taxation does not apply. Income taxes may also apply sooner if

You transfer all rights in this policy to another Owner or Annuitant.

The taxable portion of withdrawals taken before You reach age 59½ may be subject to an additional 10% federal income tax. This penalty tax is distinct and separate from any early withdrawal charge that may apply. If the Annuity Date is not more than one year after the Policy Date or if You begin an Income Plan with payments over Your life or life expectancy, this additional 10% tax may not apply.

Consult Your tax advisor regarding Your specific situation.

Partial Withdrawals

You may withdraw a portion of the Annuity Value any time before an income plan has begun. Withdrawal requests must be for a minimum of [\$250]. Your withdrawal, plus any early withdrawal charge as described above, will be deducted from Your Annuity Value. Your Annuity Value after a partial withdrawal must be at least [\$2,000].

Full Withdrawal/Termination

A full withdrawal will terminate Your policy. If You make a full withdrawal within five years of the Policy Date, the early withdrawal charges will apply.

Deferral of Payments

In accordance with state law, We may defer payments up to six months after receiving a request for partial or full withdrawal, subject to written approval by the insurance commissioner of the state where this policy is delivered. If We defer payment, interest will continue to accrue until the payment is made.

INCOME PLANS

An income plan allows You to apply Your

Annuity to create a guaranteed income for life or for a specified period. An income plan begins on the Annuity Date. As of the Annuity Date, the Owner and the Annuitant will be the same (Owner/Annuitant). The Owner may select either the Owner or the Annuitant to be the Owner/Annuitant, beginning on the Annuity Date, subject to the limitations described in this section and in the *Annuitant* provision of this policy.

If the Owner is a natural person, and if the Owner does not elect otherwise, the Owner will be the Owner/Annuitant on the Annuity Date. If the Owner is not a natural person, and if the Owner does not elect otherwise, the Annuitant will be the Owner/Annuitant on the Annuity Date. An Annuitant who is also a representative of an Owner that is not a natural person, such as an Annuitant who is the trustee of the trust under which the policy is held, may receive income plan payments in a representative capacity.

Any change of Owner or Annuitant can have income tax consequences, and may cause the distribution requirements in this policy to apply. We will pay the income to the Owner or a designated payee.

The amount of income paid under an income plan will depend on the amount applied to purchase the Plan, less premium tax, if any, and the income plan option selected. The minimum income plan values are based on the [A2000 Individual Annuity Valuation Table], sex distinct, with interest at [1.5%]. The attained age at annuitization will be adjusted downward by one year for each full five year period that has elapsed since January 1, 2000. The table on page 12 shows the guaranteed minimum income plan values for monthly payments. These amounts could be greater, depending on the actual interest rates and the payment frequency selected.

For each plan, the amount shown under the Annuitant's sex and age as of the Annuity Date is the minimum amount that we will pay monthly for each \$1,000 applied to purchase the plan. Upon

request, we will provide information on payment amounts for other ages or for unisex mortality factors. (See *Employer-Sponsored Plans* on page 9 for more information.)

You choose the Annuity Date. The Annuity Date may be any time after three years from the Policy Date. (You may choose an earlier Annuity Date, but the early withdrawal charge will be deducted before the income payment amount is calculated.)

If You do not elect an earlier date, income payments will start when the Owner reaches age 100. The income plan options are described below. If You do not choose another income plan, We will pay according to Plan B, with payments guaranteed for ten years.

Your income plan options are:

Plan A - Life Income: Provides income payments for the Annuitant's entire lifetime. Income payments will end upon the Annuitant's death.

Plan B - Life Income with 5, 10, 15 or 20 Years Guaranteed: Provides income payments for as long as the Annuitant lives. If the Annuitant dies before the guarantee period is over, We will continue to make payments until the end of the guarantee period. You choose the guarantee period of 5, 10, 15 or 20 years.

Plan C - Life Income with Installment Refund: Provides income payments for as long as the Annuitant lives. If the Annuitant dies before the guarantee period is over, we will continue to make payments until the total amount applied to the plan has been refunded. The length of the guarantee period is calculated by dividing the amount applied to the income plan by the monthly income payment amount.

Plan D - Fixed Amount: Provides fixed amount income payments for a minimum of five years and a maximum of 20 years in an amount elected until the amount applied is exhausted.

Plan E - Fixed Period Income: Provides equal periodic income payments for a predetermined number of years only. The fixed period may be from five to 20 years.

Payments may be made according to one of these income plans or as we otherwise agree.

At least 30 days prior to the Annuity Date, You must:

- Return this policy.
- Indicate the income plan You have elected.

After an income plan begins, Your policy will change:

- Your Annuity on the day the income plan starts will be applied to the income plan of Your choice.
- This annuity policy will be terminated and replaced with our agreement to make periodic payments under the income plan selected.
- No further withdrawals may be made.
- Income payments will be made monthly, quarterly, semiannually or annually, as may be requested. The minimum payment is [\$50]. We will make payments less frequently if Your chosen payment schedule results in a smaller payment. We may periodically require proof that the Annuitant is still living.

DEATH BENEFITS

Death of Annuitant Before Annuity Date

If an Annuitant who is not an Owner dies before the Annuity Date, the Owner may designate a new Annuitant, subject to our underwriting rules then in effect. If no designation is made within 30 days of the death, the Owner will become the Annuitant. If the Owner is a non-natural person, the death of the Annuitant will be treated as the death of the Owner; a new Annuitant may not be chosen.

Death of Owner Before Annuity Date

The Annuity Value will be paid to the beneficiary upon the death of any Owner before an income plan begins. (If the Owner's Spouse is the sole beneficiary, there is an important exception, which is explained below.) Upon the death of a joint Owner, the surviving joint Owner, if any, will be treated as the primary beneficiary (unless the joint Owners have notified us in writing prior to the death of a joint Owner that the surviving joint Owner will not be the primary beneficiary). Any other beneficiary designation on record at the time of death will be treated as a contingent beneficiary.

If we receive a claim for the death benefit and proof that the death occurred before an income plan began, we will pay the Annuity Value to the beneficiary. The beneficiary may choose to receive it:

1. In a single sum paid within five years of the date of death; or
2. Under any of the income plans described in *Income Plans* on page 7. In this case, the beneficiary functions as the Owner and Annuitant and may choose a new beneficiary. The income must start no later than one year after the date of death. In addition, the income must be over a period, which does not exceed the life or life expectancy of the beneficiary.

Income plan options are available only if the beneficiary is a natural person.

Surviving Spouse Exception: If the Owner's spouse is the sole beneficiary, upon the death of the Owner, the surviving spouse may, upon request, become the Owner and Annuitant of the policy, continuing the policy. Otherwise, the surviving spouse may select an income plan option or request that we pay the Annuity Value in a single sum.

The Annuity Value will continue to earn interest until the date one of the above options goes into effect. If we do not receive a written notice of the option selected within 60 days after we receive acceptable proof of death, the Annuity Value will be paid as a single sum.

Death After Annuity Date

If the Annuitant dies while payments are being made under an income plan, those payments will end unless the income plan chosen calls for payments to continue after the Annuitant's death. These payments will be made at least as rapidly as they were being made at the time of death.

GENERAL INFORMATION

The Contract. The annuity policy, schedule page, Your application, and any riders or endorsements constitute the entire contract. All statements made in the application are, in the absence of fraud, representations and not warranties.

Your Application. By signing the annuity application You agree that:

- All the statements and answers given by You on the application are true and complete to the best of Your knowledge.

A copy of the application is provided to You as part of this annuity policy.

Misstatement of Age or Sex. You will, upon request, provide proof of the Annuitant's birth date and sex. If the birth date or sex has been previously misstated, income amounts will be adjusted to the proper amounts for the true age or sex.

Changes. No change will be made that adversely affects Your rights unless the change is required by law. However, subject to any required regulatory approval, we may modify the policy so as to qualify as an annuity under the provisions of the Internal Revenue Code, as may be amended. You will be provided with notice of any change affecting Your policy.

Only an officer of Western National Life Insurance Company may modify any annuity policy or waive any requirement in the application. Any changes must be in writing and signed by an authorized officer.

Nonparticipating. This annuity policy pays no dividends and has no voting rights.

Incontestable. This annuity policy is incontestable.

Employer-Sponsored Plans. This annuity policy will have unisex mortality factors applied to its income plan if the policy is part of an employer-sponsored retirement plan under the provisions of Internal Revenue Code sections 401, 403, 457 or other pertinent section.

Applicable Law. This annuity policy is governed by the laws of the state in which it is delivered. All Annuity Values, Withdrawal Values, paid-up annuities or death benefits available from this annuity policy are at least equal to those required by that state.

Annual Statement. We will send You a statement showing Your Annuity Value, Your Withdrawal Value and the activity in Your annuity at least once each policy year until You start an income plan.

Premium Tax. Some states charge a premium tax on annuities. If a premium tax is due, we may find it necessary to deduct the tax from the sum of Your premium payments, or from Your Annuity Value at the time of withdrawal or when the Annuity Value is applied to an income plan.

ACCUMULATION TABLE
GUARANTEED VALUES*

End of Policy Year	Annuity Value Increase	Annuity Value End of Year	Withdrawal Value
1	[10,100	10,100	9,200
2	101	10,201	9,401
3	102	10,303	9,603
4	103	10,406	9,806
5	104	10,510	10,010
6	105	10,615	10,615
7	106	10,721	10,721
8	108	10,829	10,829
9	108	10,937	10,937
10	109	11,046	11,046
11	111	11,157	11,157
12	111	11,268	11,268
13	113	11,381	11,381
14	114	11,495	11,495
15	115	11,610	11,610
16	116	11,726	11,726
17	117	11,843	11,843
18	118	11,961	11,961
19	120	12,081	12,081
20	121	12,202	12,202
21	122	12,324	12,324
22	123	12,447	12,447
23	125	12,572	12,572
24	125	12,697	12,697
25	127	12,824	12,824
26	129	12,953	12,953
27	129	13,082	13,082
28	131	13,213	13,213
29	132	13,345	13,345
30	133	13,478	13,478
31	135	13,613	13,613
32	136	13,749	13,749
33	138	13,887	13,887
34	139	14,026	14,026
35	140	14,166	14,166
36	142	14,308	14,308
37	143	14,451	14,451
38	144	14,595	14,595
39	146	14,741	14,741
40	148	14,889	14,889]

* Values shown assume:

- A \$10,000 single premium payment at the beginning of the first policy year;
- The guaranteed minimum interest rate of [1.0%] for all applicable years;
- No prior withdrawals.

**MINIMUM MONTHLY INCOME PLAN PAYMENTS
PER \$1,000 OF ANNUITY VALUE USED TO PURCHASE AN INCOME PLAN**

Attained Age of Payee When First Installment is Payable	PLAN A, B and C TABLES												PLAN E TABLE	
	MALE and FEMALE												No. of Years Payable	Fixed Period Income
	PLAN A Life Income		PLAN B Life Income with Guaranteed Period								PLAN C Life Income with Installment Refund			
			5 years		10 years		15 years		20 years					
Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female			
50	[\$3.28	\$3.03	\$3.27	\$3.03	\$3.25	\$3.02	\$3.22	\$3.00	\$3.17	\$2.98	\$3.05	\$2.89	5	\$17.28
51	3.35	3.09	3.34	3.09	3.32	3.08	3.29	3.06	3.23	3.03	3.10	2.94	6	14.51
52	3.42	3.16	3.42	3.15	3.40	3.14	3.36	3.12	3.29	3.09	3.16	2.99	7	12.53
53	3.50	3.22	3.50	3.22	3.47	3.21	3.43	3.19	3.35	3.15	3.22	3.04	8	11.04
54	3.59	3.30	3.58	3.29	3.55	3.28	3.50	3.25	3.42	3.21	3.28	3.10	9	9.89
55	3.68	3.37	3.67	3.37	3.64	3.35	3.58	3.32	3.48	3.27	3.35	3.16	10	8.96
56	3.77	3.45	3.76	3.45	3.72	3.43	3.66	3.39	3.55	3.33	3.41	3.22	11	8.21
57	3.87	3.54	3.86	3.53	3.82	3.51	3.74	3.47	3.62	3.40	3.48	3.29	12	7.58
58	3.98	3.63	3.96	3.62	3.91	3.60	3.83	3.55	3.69	3.47	3.56	3.36	13	7.05
59	4.09	3.72	4.07	3.72	4.02	3.69	3.92	3.63	3.75	3.54	3.63	3.43	14	6.59
60	4.21	3.82	4.19	3.81	4.13	3.78	4.01	3.72	3.83	3.62	3.71	3.50	15	6.20
61	4.33	3.93	4.31	3.92	4.24	3.88	4.10	3.81	3.90	3.69	3.80	3.58	16	5.85
62	4.47	4.05	4.44	4.03	4.36	3.99	4.20	3.90	3.97	3.77	3.88	3.66	17	5.55
63	4.61	4.17	4.58	4.15	4.49	4.10	4.30	4.00	4.04	3.84	3.98	3.75	18	5.27
64	4.77	4.30	4.73	4.28	4.62	4.22	4.41	4.11	4.11	3.92	4.07	3.84	19	5.03
65	4.93	4.43	4.89	4.41	4.76	4.34	4.51	4.21	4.17	4.00	4.18	3.93	20	4.81]
66	5.11	4.58	5.06	4.56	4.90	4.48	4.62	4.32	4.24	4.07	4.28	4.03		
67	5.29	4.74	5.24	4.71	5.05	4.62	4.73	4.43	4.30	4.15	4.39	4.14		
68	5.49	4.91	5.42	4.88	5.20	4.76	4.83	4.55	4.36	4.22	4.51	4.25		
69	5.70	5.09	5.62	5.05	5.36	4.92	4.94	4.66	4.42	4.29	4.63	4.37		
70	5.93	5.29	5.83	5.24	5.53	5.08	5.05	4.78	4.47	4.36	4.76	4.49		
71	6.17	5.50	6.06	5.44	5.70	5.25	5.15	4.90	4.52	4.42	4.90	4.62		
72	6.43	5.73	6.29	5.66	5.87	5.43	5.25	5.02	4.56	4.48	5.04	4.76		
73	6.70	5.97	6.54	5.89	6.05	5.62	5.35	5.14	4.60	4.53	5.19	4.90		
74	7.00	6.24	6.80	6.14	6.23	5.81	5.44	5.25	4.64	4.58	5.34	5.06		
75	7.31	6.53	7.08	6.41	6.42	6.01	5.53	5.36	4.67	4.62	5.51	5.22		

All values shown are based on an interest rate of [1.5%].



[205 East 10th Avenue
Amarillo, Texas 79101
Telephone 800.424.4990]

SINGLE PREMIUM DEFERRED ANNUITY POLICY

**SINGLE PREMIUM DEFERRED ANNUITY
ANNUITY PAYMENTS TO BEGIN ON ANNUITY DATE
THIS ANNUITY IS NON-PARTICIPATING – DIVIDENDS ARE NOT PAYABLE**

SCHEDULE PAGE

Owner: [John Doe] _____

Joint Owner: _____

Annuitant: [John Doe] _____

Contract No.: [H123456] _____

Date of Issue: [01/01/2012] _____

Annuity Date: [01/01/2042] _____

Single Premium: [\$10,000] _____

Interest Rates: The interest rate on the single premium is guaranteed as follows:

Five Year Guarantee:

Five Year Current Rate: [2.10%]

The guaranteed minimum interest rate for the life of your contract is [1.00%].

[205 East 10th Avenue
Amarillo, Texas 79101
Telephone 800.424.4990]

OWNER (All Policyholder correspondence will be sent to this address.)

Name: John Doe Sex: M Age: 35 DOB: 07/25/1972
Address: 123 Main Street Marital Status: Married SSN: 999-99-9999
Anywhere, USA XXXXX Daytime Phone: 713.555.1234

JOINT OWNER (Optional. Non-Qualified Annuities only.)

Name: _____ Sex: _____ Age: _____ DOB: _____
Marital Status: _____ SSN: _____ Daytime Phone: _____

ANNUITANT (if different from the Owner.) Upon the death of the Annuitant, Owner may designate a new Annuitant. If no designation is made within 30 days of the death of the Annuitant, the Owner will become the Annuitant.

Name: _____ Sex: _____ Age: _____ DOB: _____
Address _____ Phone: _____ SSN: _____
Relationship to Owner: _____

OWNER'S BENEFICIARY DESIGNATION – In the event of death of Owner, surviving Joint Owner becomes Primary Beneficiary.

If you do not want the Joint Owner to be the Primary Beneficiary, check here and name Beneficiary below.

Primary Beneficiary: Name: _____ Relationship: _____
Contingent Beneficiary: Name: _____ Relationship: _____

INTEREST RATE (Interest is credited and compounded daily to achieve the annual rate. To achieve this rate, the premium must be left for a full year without any withdrawals.) The guaranteed minimum interest rate for the life of your policy is [1.00] %.

The Interest Rate on the Single Premium is [_____]% for [_____] year(s).

PURCHASE PAYMENT

Policy Number: H123456 Policy Date: 01/01/2012
Single Premium Payment: \$ 10,000 Annuity Income Date: 01/01/2042
PLAN TYPE (required): Non-Qualified Qualified
Tax-Qualified Plans: [Traditional IRA SEP IRA Roth IRA 401 Corporate Plan Other: _____]
Check one: Initial Contribution for Tax Year Transfer Rollover Roth IRA Conversion Year

SIGNATURES Checks must be made payable to **Western National Life Insurance Company**.

[Do you have any existing life insurance policies or annuity contracts? Yes No
Will this annuity replace, discontinue or change any existing life insurance or annuity contract issued by any company? Yes No (If yes, complete the following.) Company _____ Policy No. _____
Are you an active duty service member of the United States Armed Forces? Yes No]

I understand this annuity is not federally insured. I have read and understand the important disclosures located on the reverse of this application. I represent that all statements and answers in this application are complete and true, on my behalf and any person who may claim any interest under this policy.

X John Doe X _____
Owner's Signature Joint Owner's Signature (if applicable)

Signed at (city/state): Anywhere, USA XXXXX on (date): 8/1/2007

REPRESENTATIVE INFORMATION

[To the best of my knowledge the applicant has an existing life insurance policy or annuity contract. Yes No
Do you have any reason to believe this annuity will replace, discontinue or change any existing life insurance or annuity? Yes No
As agent, have you complied with all State Replacement Regulations and completed all required State Replacement forms? Yes No
By signing this form, I certify that I have truly and accurately recorded herein the information provided by the applicant.]

X Bill Agent ABC Insurance Agency #12345
Licensed Agent's Signature Agency Name and Number
Bill Agent State Lic.#: 45678 Agent#: 24-7
Licensed Agent (Print name)

DISCLOSURES

[REDEMPTIONS FROM OPTIONAL RETIREMENT PROGRAMS AND OTHER PLANS: Distributions from employer-sponsored retirement programs, including optional retirement programs, will be subject to any limitations imposed by the plan.

For Louisiana Optional Retirement Program Participants Only: For participants in the Louisiana Optional Retirement Program, withdrawals are limited by the plan and must take the form of an annuity payable over your lifetime or the joint lifetime of you and your beneficiary.

For Texas Optional Retirement Program Participants Only:

- Benefits in the Texas Optional Retirement Program vest after one year and one day of participation in one or more optional retirement plans.
- Benefits under the Texas Optional Retirement Program are available to you only after you attain the age of 70 ½ years, or terminate participation by death, retirement, or termination of employment in all Texas institutions of higher education.
- Western National Life Insurance Company (WNLIC) will require written verification from the program administrator of your qualification for any requested redemption of any annuity benefits purchased under the Texas Optional Retirement Program.

California Senior Disclosure: Please be advised that the sale or liquidation of any stock, bond, IRA, certificate of deposit, mutual fund, annuity, or other asset to fund the purchase of this product may have tax consequences, early withdrawal penalties, or other costs or penalties as a result of the sale or liquidation, and you may wish to consult independent legal or financial advice before selling or liquidating any assets and prior to the purchase of any life or annuity products being solicited, offered for sale, or sold.]

FRAUD WARNING

[In some states we are required to advise you of the following: Any person who knowingly intends to defraud or facilitates a fraud against an insurer by submitting an application or filing a false claim, or makes an incomplete or deceptive statement of a material fact, may be guilty of insurance fraud.

Arkansas, North Dakota, South Carolina, South Dakota, and Texas Residents Only: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, commits insurance fraud, which may be a crime and may subject the person to civil and criminal penalties.

Colorado, Kentucky, New Mexico, Ohio, and Pennsylvania Residents Only: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

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

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

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

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

Oklahoma Residents Only: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claims for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.]

SERFF Tracking Number: AGNN-128249783 State: Arkansas
 Filing Company: Western National Life Insurance Company State Tracking Number:
 Company Tracking Number: S202-12
 TOI: A021 Individual Annuities- Deferred Non- Sub-TOI: A021.003 Single Premium
 Variable
 Product Name: S202-12
 Project Name/Number: S202-12/S202-12

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: See attachment. Attachment: FLESCH-AR.pdf		
Bypassed - Item: Application Bypass Reason: Application attached under Forms tab for review. Comments:		
Satisfied - Item: Life & Annuity - Acturial Memo Comments: See attachment. Attachment: Act Memo.pdf		
Satisfied - Item: SOVs Comments: Attachments: SOV-212-4X.pdf SOV-S202-12_final.pdf		

CERTIFICATION

WESTERN NATIONAL LIFE INSURANCE COMPANY, NAIC #70238, hereby certifies that the following form(s) comply with Rule & Regulation 19 and 49, and the Flesch scale of readability requirements of Ark. Stat. Ann. s 23-80-206 and s 23-80-207 as cited in the Life and Disability Insurance Policy Language Simplification Act.

<u>Form Number</u>	<u>Form Description</u>	<u>Flesch Score</u>
S202-12	Single Premium Deferred Annuity	49.4
S202-12-5	Single Premium Deferred Annuity	49.4
212-4X	SPDA Application	49.4



Tracey Harris
Vice President

04.09.2012

Date

Statement of Variability for Form 212-4X
Western National Life Insurance Company
April 9, 2012
Variability denoted by the use of brackets

We have bracketed or determined that the following information will be variable. Any changes will be for future use only, and on a non-discriminatory basis. We have bracketed the following information:

1. Contact Information: The location and telephone number are bracketed for administrative purposes.
2. Interest Rate section:
 - a. The current Guaranteed Minimum Interest Rate (GMIR) is 1.00%. The rate will always be equal or exceed the rate produced by the procedures filed with the Department. The GMIR will range between 1.0% to 3.0% and is tied to the five-year Constant Maturity Treasury Rate. Any changes to the GMIR will be applicable only to new issues.
 - b. The current interest rate may range between 1.0% and 10.0%. Any changes will apply only to new issues.
 - c. The guaranteed interest rate period currently offered is a 5-year interest rate guarantee. There is a blank for the interest rate period to be filled in at the point of sale. This field is bracketed to allow flexibility to add interest rate guarantee periods without triggering a re-filing of the application.
3. Qualified Information: To allow for flexibility in the information collected, Tax Qualified Plans offered, and the ability to make changes that comply with applicable state or federal requirements. Any changes will apply only to new issues.
4. Replacement Information: To allow for flexibility in the information collected, and to make changes to comply with state or federal requirements. Replacement information will always be on the application as required, but may be subject to change based on state or federal updates. Any changes will apply only to new issues.
5. Disclosures and Fraud Warnings: The disclosures and fraud warnings so that text may be modified to comply with changes in state law. Any changes will apply only to new issues.

Western National Life Insurance Company
Statement of Variability for Forms:
S202-12 and S202-12-5
April 9, 2012
Variability denoted by the use of brackets

Variable #	Form/Location	Description
1	S202-12	For administrative purposes, the location, telephone number and other annuity contact information is bracketed.
2	S202-12	For administrative purposes, the Officer signatures and titles are bracketed on the cover page of the policy.
3	S202-12-5	The current crediting rate is bracketed. Any changes to the current crediting rate will be applicable to new issues only. The current crediting rate will fluctuate due to economic circumstances. The current crediting rate will range between 1.0% and 10%. Any change outside of this range will be filed for approval with the Department prior to implementing.
4	S202-12 S202-12-5	The Guaranteed Minimum Interest Rate (GMIR) is subject to change and may vary from 1.00% - 3.00%. The GMIR is tied to the five-year Constant Maturity Treasury Rate. The schedule pages and the accumulation table will always print with a definitive minimum crediting rate. The accumulation table will include values for the current GMIR. Any changes to GMIR percent will affect newly issued policies only. The company's method for determining the GMIR is being submitted with this policy.
5	S202-12	The minimum partial withdrawal amount, minimum remaining value after partial withdrawal, and the minimum income payment amount are denoted as variable by the use of brackets. Any changes will only be applicable to new issues. <ul style="list-style-type: none"> • Withdrawal requests must be for a minimum of \$250 and may range between \$50 and \$500. • The annuity value after a partial withdrawal must be at least \$2,000 and may range between \$500 and \$5,000. • The minimum income payment amount is \$50 but may vary between \$50 and \$100.
6	S202-12	The settlement option interest rate, mortality table and the values in the settlement option tables in the above captioned form are submitted on a variable basis and are denoted as variable by use of brackets []. Any changes will only apply to new issues. Any change in the settlement option interest rate, mortality table or the values listed in the settlement option table will be filed with the Department for approval prior to use.