

SERFF Tracking Number: NWST-128302642 State: Arkansas
 Filing Company: The Northwestern Mutual Life Insurance Company
 State Tracking Number:
 Company Tracking Number: NN.PDIA.(1012)
 TOI: A02I Individual Annuities- Deferred Non- Variable Sub-TOI: A02I.003 Single Premium
 Product Name: NN.PDIA.(1012)
 Project Name/Number: NN.PDIA.(1012)/NN.PDIA.(1012)

Filing at a Glance

Company: The Northwestern Mutual Life Insurance Company

Product Name: NN.PDIA.(1012) SERFF Tr Num: NWST-128302642 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: NN.PDIA.(1012) State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Authors: Angela Hanson, Debbie Orr, Mai Xiong, Cassandra Hoefke, Lisa Kucik
 Disposition Date: 06/28/2012
 Date Submitted: 06/07/2012 Disposition Status: Approved-Closed
 Implementation Date Requested: Implementation Date:

State Filing Description:

General Information

Project Name: NN.PDIA.(1012) Status of Filing in Domicile: Pending
 Project Number: NN.PDIA.(1012) 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: 06/28/2012
 State Status Changed: 06/11/2012
 Deemer Date: Created By: Cassandra Hoefke
 Submitted By: Cassandra Hoefke Corresponding Filing Tracking Number:
 Filing Description:
 We are submitting forms NN.PDIA.(1012), PDIA.DPDB.AMDT.(1012), 90-1550 (1012) for your review and approval. We plan on introducing these forms in the fourth quarter of 2012, pending your approval. Form PDIA.DPDB.AMDT.(1012) is a Deferral Period Death Benefit Amendment. The Single Premium Deferred Annuity Contract, form NN.PDIA.(1012), listed above will be used with application form 90-1550 (1012).

Form 90-1550 (1012) replaces form 90-1550 (0511) which was approved under SERFF Tracking Number NWST-

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 Product Name: NN.PDIA.(1012)
 Project Name/Number: NN.PDIA.(1012)/NN.PDIA.(1012)
 126971792 on 01/26/2011.

Based on the above, your review and approval is greatly appreciated. If you should have any questions regarding the enclosed forms, you may call me at (414) 665-2862 or you can e-mail me at lisakucik@northwesternmutual.com . For e-mail correspondence, please copy Cassandra Hoefke at cassandrahoefke@northwesternmutual.com .

Very Truly Yours,

Lisa Kucik
 Product Compliance Specialist
 State Narrative:

Company and Contact

Filing Contact Information

Lisa Kucik, Product Compliance Specialist lisakucik@northwesternmutual.com
 720 East Wisconsin Avenue 414-665-2862 [Phone]
 Milwaukee, WI 53202-4797 414-665-5006 [FAX]

Filing Company Information

The Northwestern Mutual Life Insurance Company	CoCode: 67091	State of Domicile: Wisconsin
720 East Wisconsin Avenue	Group Code: 860	Company Type: Life
Rm S845	Group Name:	State ID Number:
Milwaukee, WI 53202	FEIN Number: 39-0509570	
(414) 271-1444 ext. [Phone]		

Filing Fees

Fee Required?	Yes
Fee Amount:	\$50.00
Retaliatory?	No
Fee Explanation:	\$50.00 per policy with related forms.
Per Company:	No

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	06/28/2012	06/28/2012
Approved-Closed	Linda Bird	06/19/2012	06/19/2012
Approved-Closed	Linda Bird	06/11/2012	06/11/2012

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	06/08/2012	06/08/2012	Cassandra Hoefke	06/08/2012	06/08/2012

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	PDIA Addendum B	Cassandra Hoefke	06/28/2012	06/28/2012
Supporting Document	Statement of Variability	Cassandra Hoefke	06/13/2012	06/13/2012

Filing Notes

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 Product Name: NN.PDIA.(1012)
 Project Name/Number: NN.PDIA.(1012)/NN.PDIA.(1012)

Subject	Note Type	Created By	Created On	Date Submitted
Filing Revisions	Note To Filer	Linda Bird	06/28/2012	06/28/2012
Filing Revisions	Note To Reviewer	Cassandra Hoefke	06/27/2012	06/27/2012
Filing Revisions	Note To Reviewer	Lisa Kucik	06/14/2012	06/14/2012
Filing Revisions	Note To Filer	Linda Bird	06/13/2012	06/13/2012
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Company
Company Tracking Number: NN.PDIA.(1012)
TOI: A02I Individual Annuities- Deferred Non- *Sub-TOI:* A02I.003 Single Premium
Variable
Product Name: NN.PDIA.(1012)
Project Name/Number: NN.PDIA.(1012)/NN.PDIA.(1012)

Disposition

Disposition Date: 06/28/2012

Implementation Date:

Status: Approved-Closed

Comment: Company has amended form PDIA.(1012).

Rate data does NOT apply to filing.

SERFF Tracking Number: NWST-128302642 State: Arkansas
 Filing Company: The Northwestern Mutual Life Insurance Company State Tracking Number:
 Company Tracking Number: NN.PDIA.(1012)
 TOI: A02I Individual Annuities- Deferred Non- Variable Sub-TOI: A02I.003 Single Premium
 Product Name: NN.PDIA.(1012)
 Project Name/Number: NN.PDIA.(1012)/NN.PDIA.(1012)

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document (revised)	Statement of Variability		Yes
Supporting Document	Statement of Variability	Replaced	Yes
Supporting Document	AR Certification		Yes
Supporting Document	PDIA Addendum B		Yes
Form	Single Premium Deferred Income Annuity		Yes
Form	Deferral Period Death Benefit Amendment		Yes
Form	Single Premium Income Individual Annuity Application		Yes

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TOI: A02I Individual Annuities- Deferred Non- *Sub-TOI:* A02I.003 Single Premium
Variable
Product Name: NN.PDIA.(1012)
Project Name/Number: NN.PDIA.(1012)/NN.PDIA.(1012)

Disposition

Disposition Date: 06/19/2012

Implementation Date:

Status: Approved-Closed

Comment: Company has revised the Statement of Variability.

Rate data does NOT apply to filing.

SERFF Tracking Number: NWST-128302642 State: Arkansas
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Form	Deferral Period Death Benefit Amendment		Yes
Form	Single Premium Income Individual Annuity Application		Yes

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Form	Deferral Period Death Benefit Amendment		Yes
Form	Single Premium Income Individual Annuity Application		Yes

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Project Name/Number: NN.PDIA.(1012)/NN.PDIA.(1012)

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 06/08/2012
Submitted Date 06/08/2012
Respond By Date 07/09/2012

Dear Lisa Kucik,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$100.00 is received.

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

SERFF Tracking Number: NWST-128302642 State: Arkansas
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Company Tracking Number: NN.PDIA.(1012)
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Product Name: NN.PDIA.(1012)
Project Name/Number: NN.PDIA.(1012)/NN.PDIA.(1012)

Response Letter

Response Letter Status Submitted to State
Response Letter Date 06/08/2012
Submitted Date 06/08/2012

Dear Linda Bird,

Comments:

Response 1

Comments: We have submitted the additional \$100 filing fee required.

Based on the above, your continued review and approval is greatly appreciated. Should you have any questions, please feel free to call me at (414) 665-2862 or by e-mail at lisakucik@northwesternmutual.com. For all e-mail correspondence, please copy Cassandra Hoefke at cassandrahoefke@northwesternmutual.com.

Regards,
Lisa Kucik

Related Objection 1

Comment:

Regulation 57 was revised effective January 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$100.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,

SERFF Tracking Number: NWST-128302642 State: Arkansas
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Product Name: NN.PDIA.(1012)
Project Name/Number: NN.PDIA.(1012)/NN.PDIA.(1012)

Amendment Letter

Submitted Date: 06/28/2012

Comments:

We are amending this filing to include the PDIA Addendum B that goes with the Statement of Variability.

Based on the above, your continued review and approval is greatly appreciated. Should you have any questions, please feel free to call me at (414) 665-2862 or by e-mail at lisakucik@northwesternmutual.com. For all e-mail correspondence, please copy Cassandra Hoefke at cassandrahoefke@northwesternmutual.com.

Regards,
Lisa Kucik

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: PDIA Addendum B

Comment:

PDIA Addendum B.pdf

SERFF Tracking Number: NWST-128302642 State: Arkansas
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Product Name: NN.PDIA.(1012)
Project Name/Number: NN.PDIA.(1012)/NN.PDIA.(1012)

Note To Filer

Created By:

Linda Bird on 06/28/2012 09:46 AM

Last Edited By:

Linda Bird

Submitted On:

06/28/2012 09:46 AM

Subject:

Filing Revisions

Comments:

Filing has been re-opened in order for revision to be made.

SERFF Tracking Number: NWST-128302642 *State:* Arkansas
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Company
Company Tracking Number: NN.PDIA.(1012)
TOI: A02I Individual Annuities- Deferred Non- *Sub-TOI:* A02I.003 Single Premium
Variable
Product Name: NN.PDIA.(1012)
Project Name/Number: NN.PDIA.(1012)/NN.PDIA.(1012)

Note To Reviewer

Created By:

Cassandra Hoefke on 06/27/2012 03:50 PM

Last Edited By:

Cassandra Hoefke

Submitted On:

06/27/2012 03:57 PM

Subject:

Filing Revisions

Comments:

Per our phone conversation this afternoon, we noticed that this filing was missing the Addendum B that goes with the Statement of Variability as it relates to form NN.PDIA.(1012). As requested by you, can you please reopen this filing so we can amend the filing to include the Addendum B?

Based on the above, your continued review and approval is greatly appreciated. Thank you for your cooperation.

Regards,

Lisa Kucik

SERFF Tracking Number: NWST-128302642 State: Arkansas
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Product Name: NN.PDIA.(1012)
Project Name/Number: NN.PDIA.(1012)/NN.PDIA.(1012)

Note To Reviewer

Created By:

Lisa Kucik on 06/14/2012 09:00 AM

Last Edited By:

Lisa Kucik

Submitted On:

06/14/2012 09:00 AM

Subject:

Filing Revisions

Comments:

Dear Linda,

Thank you very much!! The Statement of Variability has been updated.

Regards,

Lisa Kucik

SERFF Tracking Number: NWST-128302642 State: Arkansas
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Company
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Variable
Product Name: NN.PDIA.(1012)
Project Name/Number: NN.PDIA.(1012)/NN.PDIA.(1012)

Amendment Letter

Submitted Date: 06/13/2012

Comments:

We are amending this filing to include a revised Statement of Variability for form NN.PDIA.(1012)

Based on the above, your continued review and approval is greatly appreciated. Should you have any questions, please feel free to call me at (414) 665-2862 or by e-mail at lisakucik@northwesternmutual.com. For all e-mail correspondence, please copy Cassandra Hoefke at cassandrahoefke@northwesternmutual.com.

Regards,
Lisa Kucik

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Statement of Variability

Comment:

Statement of Variability 90-1550 _1012_.pdf
STD SOV NN PDIA (1012).pdf

SERFF Tracking Number: NWST-128302642 State: Arkansas
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Product Name: NN.PDIA.(1012)
Project Name/Number: NN.PDIA.(1012)/NN.PDIA.(1012)

Note To Filer

Created By:

Linda Bird on 06/13/2012 10:43 AM

Last Edited By:

Linda Bird

Submitted On:

06/13/2012 10:43 AM

Subject:

Filing Revisions

Comments:

Filing has been re-opened in order for correction to be made.

SERFF Tracking Number: NWST-128302642 State: Arkansas
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Product Name: NN.PDIA.(1012)
Project Name/Number: NN.PDIA.(1012)/NN.PDIA.(1012)

Note To Reviewer

Created By:

Lisa Kucik on 06/13/2012 08:54 AM

Last Edited By:

Lisa Kucik

Submitted On:

06/13/2012 08:54 AM

Subject:

Filing Revisions

Comments:

Dear Linda Bird,

Per our phone conversation this morning, we found a discrepancy with the numbering on our statement of variability as it relates to form NN.PDIA.(1012). As requested by you, can you please reopen this filing so we can submit the revised statement of variability for NN.PDIA.(1012)?

Based on the above, your continued review and approval is greatly appreciated. Thank you very much!

Regards,

Lisa Kucik

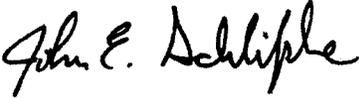
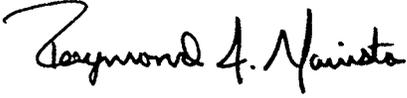
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Form Schedule

Lead Form Number: NN.PDIA.(1012)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	NN.PDIA.(1012)	Policy/Contract	Single Premium Deferred Income Annuity Certificate	Initial		50.200	NN PDIA (1012) AR.pdf
	PDIA.DPD B.AMDT.(1012)	Policy/Contract	Deferral Period Death Benefit Amendment Certificate: Amendment, Insert Page, Endorsement or Rider	Initial		54.600	PDIA DPDB AMDT (1012).pdf
	90-1550-83 (1012)	Application/Enrollment Form	Single Premium Individual Annuity Application	Revised	Replaced Form #: 90-1550 (0511) Previous Filing #: NWST-126971792	55.300	90-1550 (1012) AR.pdf

The Northwestern Mutual Life Insurance Company agrees to pay the benefits provided in this Contract, subject to its terms and conditions.
Signed at Milwaukee, Wisconsin on the Issue Date.

[ ]
Chief Executive Officer Secretary

SINGLE PREMIUM DEFERRED INCOME ANNUITY

This Contract is a single premium deferred paid-up annuity providing fixed income payments commencing as of the First Payment Date provided the Contract is in force on that date.

The Contract does not provide access to funds prior to the First Payment Date except for a death benefit if the Plan has a Period Certain or as provided for in the Deferral Period Death Benefit Amendment, if such an amendment is part of this Contract.

The rights, options and plans available under the Contract are subject to and may be limited by any Amendment to the Contract to qualify the Contract for a specific market or purpose under the federal tax law.

Participating.

This Contract has no cash surrender value or loan value.

Right To Return Contract -- Please read this Contract carefully. The Owner may return the Contract for any reason within ten days after receiving it. Return of the Contract is effective on the date written notice of the return is delivered or mailed to either The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444 or the agent who sold the Contract. If returned, the Contract will be considered cancelled and the Company will refund the Purchase Payment.

NN.PDIA.(1012)



CONTRACT NUMBER	{00 000 000}
ANNUITANT	{John J. Doe}
ISSUE DATE	{XXXXXXXXX}

NN.PDIA.(1012)

**This Contract is a legal contract between the Owner and
The Northwestern Mutual Life Insurance Company.**

Read your Contract carefully.

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- Section 2.3 Death of the Annuitant or Joint Annuitant On or After the First Payment Date

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- Section 3.2 Payee
- Section 3.3 Ownership
- Section 3.4 Naming and Changing the Beneficiary
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- Section 4.2 No Cash Value, Loan Value, or Surrender Value
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- Section 5.2 Use of Dividends
- Section 5.3 Dividends Used to Purchase Additional Income
- Section 5.4 Dividend at Contract Termination

AMENDMENTS (if any)

APPLICATION

CONTRACT INFORMATION

Contract number	² {12 345 678}
Issue Date	³ {May 1, 2012}
Owner	⁴ {John J. Doe}
Annuitant	⁵ {John J. Doe}
Age and sex of Annuitant	⁶ {45 male}
⁷ {Joint Annuitant}	⁷ {Jane J. Doe}
⁸ {Age and sex of Joint Annuitant}	⁸ {45 female}
Payee	⁹ {John J. Doe}
Beneficiary	¹⁰ {David J. Doe, son of the Annuitant}
The single Purchase Payment is	¹¹ {\$100,000.00}
Death Benefit Base	¹² {\$91,950.00}
First Payment Date	¹³ {May 1, 2032}
Income Payment	¹⁴ {\$513.18}
Frequency of Income Payment	¹⁵ {Monthly}
Tax reporting category	¹⁶ {Individual Retirement Annuity}
¹⁷ {Additional benefit}	¹⁷ {Deferral Period Death Benefit Amendment}
¹⁸ {Commutation Rate}	¹⁸ {2.00}%
¹⁹ {Death Benefit Calculation Interest Rate}	¹⁹ ²⁰ {2.00}% per annum for the first 20 years after the Issue Date, but not later than the Contract anniversary closest to the Annuitant's 75 th birthday, and ²¹ {1.00}% per annum thereafter.}
Plan	²² {Single Life Income with {10} years Period Certain}

²³{The Company will commence paying Income Payments to the Payee on the First Payment Date only if the Annuitant is living on that date. Income Payments will be payable thereafter to the Payee during the lifetime of the Annuitant, or through the end of the Period Certain, ²⁴{May 1, 2042}, whichever is later.}

²⁵{If the Annuitant dies before the First Payment Date, a death benefit, as described in Section 2.2 of the Deferral Period Death Benefit, will be payable.}

Dividends are not guaranteed.

(This page has been left blank intentionally.)

SECTION 1. GENERAL TERMS AND DEFINITIONS

ANNUITANT. The person, shown on Page 3, upon whose life Income Payments depend.

BENEFICIARY. The term "Beneficiary" as used in this Contract includes direct beneficiaries and further payees.

COMMUTATION RATE. The interest rate, shown on Page 3, used to calculate the Present Value of Period Certain Income Payments.

COMPANY. The Northwestern Mutual Life Insurance Company.

CONTRACT. This Contract, the Application and any Amendments constitute the entire Contract between the Owner and the Company.

FIRST PAYMENT DATE. The date, shown on Page 3, on which Income Payments are scheduled to begin.

HOME OFFICE. The office of The Northwestern Mutual Life Insurance Company located at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

INCOME PAYMENT. The amount, shown on Page 3, payable to the Payee, scheduled to commence on the First Payment Date and continuing thereafter, subject to the terms and conditions of this Contract.

ISSUE DATE. The date this Contract is issued and becomes effective.

JOINT ANNUITANT. If the Plan is a Joint Life Annuity, the person, shown as the Joint Annuitant on Page 3, who together with the Annuitant, is a person upon whose life Income Payments depend.

OWNER. The person possessing the ownership rights stated in this Contract.

PAYEE. The person or persons designated to receive the Income Payments and the death benefit, if any.

PERIOD CERTAIN. The time interval during which Income Payments are guaranteed to be payable after the First Payment Date provided the Contract is in force on that date.

PLAN. The type of annuity provided by this Contract as shown on Page 3. If Income Payments depend on the life of only the Annuitant, the Plan is a Single Life Annuity. If Income Payments depend on the lives of both the Annuitant and the Joint Annuitant, the Plan is a Joint Life Annuity.

PRESENT VALUE. Income Payments payable during any Period Certain discounted to the date of death using a discount rate equal to the Commutation Rate shown on Page 3. If the Plan does not contain a Period Certain, the Present Value is zero.

PURCHASE PAYMENT. The single payment made by or on behalf of the Owner with respect to this Contract.

SECTION 2. BENEFITS

2.1 PAYMENT OF INCOME PAYMENTS

Income Payments are payable to the Payee in the amount and at the frequency shown on Page 3.

If the Plan is a Single Life Annuity, the Income Payments commence as of the First Payment Date, provided the Annuitant is living on that date. Income Payments are payable during the lifetime of the Annuitant or for the Period Certain, if any, whichever is later.

If the Plan is a Joint Life Annuity, the Income Payments commence as of the First Payment Date,

provided either the Annuitant or Joint Annuitant is living on that date. Income Payments are payable during the lifetime of the Annuitant, the lifetime of the Joint Annuitant, or for the Period Certain, if any, whichever is latest.

At any time prior to the First Payment Date, the Owner has a one-time option to defer the First Payment Date for up to five years but no later than the earlier of the Annuitant's or the Joint Annuitant's 85th birthday. The amount of the Income Payment will be adjusted to reflect the exercise of this option.

2.2 DEATH OF THE ANNUITANT OR JOINT ANNUITANT PRIOR TO THE FIRST PAYMENT DATE

If the Plan is a Single Life Annuity, upon the death of the Annuitant prior to the First Payment Date, the Contract terminates and a death benefit equal to the Present Value, if any, will be payable in a lump sum.

If the Plan is a Joint Life Annuity, upon the death of either the Annuitant or the Joint Annuitant prior to the First Payment Date, Income Payments commence as of the First Payment Date, provided the survivor is living on that date. Income Payments are payable at the same or at a reduced amount depending on the type of Plan, until the end of the Period Certain, if any, or until the death of the survivor, whichever is later. However, if Income Payments are required to commence earlier than the First Payment Date by any Amendment to the Contract to qualify the Contract for a specific market or purpose under the federal tax law, the Contract terminates and a death benefit equal to the Present Value, if any, will be payable in a lump sum.

SECTION 3. ANNUITANT, PAYEE, OWNERSHIP, AND BENEFICIARY

3.1 ANNUITANT, PAYEE, OWNERSHIP, AND BENEFICIARY

The Annuitant is shown on Page 3 and may not be changed after the Issue Date. The Joint Annuitant, if any, is shown on Page 3 and may not be changed after the Issue Date, except as allowed under the provisions of the Deferral Period Death Benefit Amendment, if such an amendment is part of this Contract.

3.2 PAYEE

Unless otherwise requested by the Owner, the Annuitant, while living, is the Payee of the Contract.

If the Plan is a Single Life Annuity, upon the death of the Annuitant, the Beneficiary, if living, shall become the Payee.

If the Plan is a Joint Life Annuity,

- unless otherwise requested by the Owner while the Annuitant is living, upon the death of the Annuitant, the Joint Annuitant, if living, shall become the Payee, otherwise the Beneficiary, if living.
- unless otherwise requested by the Owner while the Joint Annuitant is living, upon the death of the Joint Annuitant, the Annuitant, if living, shall become the Payee, otherwise the Beneficiary, if living.

If the Plan is a Joint Life Annuity, upon the death of both the Annuitant and Joint Annuitant prior to the First Payment Date, the Contract terminates and a death benefit equal to the Present Value, if any, will be payable in a lump sum, provided a death benefit has not been paid previously.

2.3 DEATH OF THE ANNUITANT OR JOINT ANNUITANT ON OR AFTER THE FIRST PAYMENT DATE

If the Plan is a Single Life Annuity, upon the death of the Annuitant on or after the First Payment Date, Income Payments are payable only during the remaining portion of the Period Certain, if any.

If the Plan is a Joint Life Annuity, upon the death of either the Annuitant or Joint Annuitant on or after the First Payment Date, Income Payments are payable at the same or at a reduced amount depending on the type of Plan, until the end of the Period Certain, if any, or until the death of the survivor, whichever is later.

3.3 OWNERSHIP

The Owner is named on the application to this Contract and is shown on Page 3.

The Owner may not transfer ownership of this Contract, except to a non-natural person.

Unless otherwise requested by the Owner, upon the death of the Owner, the Payee shall become the Owner of the Contract.

Contract rights may be exercised by the Owner without the consent of any other person. However, if more than one person is the Owner of the Contract, all Owners must consent to the exercise of any Contract rights.

3.4 NAMING AND CHANGING THE BENEFICIARY

The Beneficiary is named on the Application to this Contract. The Owner of a Single Life Plan may change the Beneficiary while the Annuitant is living. The Owner of a Joint Life Plan may change the Beneficiary while either the Annuitant or Joint Annuitant is living.

For a Single Life Plan, the Owner at the time of the death of the Annuitant may change the Beneficiary during the first 60 days after said death. For a Joint Life Plan, the Owner at the time of the death of the second to die of the Annuitant and Joint Annuitant may change the Beneficiary during the first 60 days after said death.

For a Single Life Plan after the death of the Annuitant, or for a Joint Life Plan after the death of the second to die of the Annuitant and Joint Annuitant, subject to the Owner's rights during the first 60 days after that death, an Owner may change the further payees of his or her share of the Income Payments only if:

- the Owner was the Owner of the Contract prior to said death(s); or
- no further payee of that share is living.

3.5 SUCCESSION IN INTEREST OF THE BENEFICIARY

Unless otherwise requested by the Owner, the rights and benefits that a Beneficiary becomes entitled to under the Contract are shared equally among all surviving direct beneficiaries, otherwise equally among all surviving further payees. If no Beneficiary is surviving when Income Payments are payable to the Beneficiary, the Owner or the Owner's Estate will be the Beneficiary.

SECTION 4. GENERAL CONTRACT PROVISIONS

4.1 ENTIRE CONTRACT; CHANGES

This Contract with any Amendments and the attached Application is the entire Contract. Statements in the Application are representations and not warranties. A change in the Contract is valid only if it is approved by an officer of the Company. No agent has the authority to change the Contract or to waive any of its terms.

4.2 NO CASH VALUE, LOAN VALUE, OR SURRENDER VALUE

This Contract has no cash value, loan value or surrender value.

4.3 INCONTESTABILITY

The Company will not contest this Contract after the Contract has been in force, during the life of the Annuitant or Joint Annuitant, for two years from the Issue Date.

4.4 COLLATERAL ASSIGNMENT

The Owner may assign this Contract as collateral security. The Company is not responsible for the validity or effect of a collateral assignment. Unless otherwise stated by the Owner, a collateral assignment will take effect on the date it is signed. The Company will not be responsible to an assignee for any payment or other action taken by the Company before receipt of the assignment in writing at its Home Office. The interest of a Payee will be subject to any collateral assignment made either before or after the Payee is named. A collateral assignment is not a transfer of ownership.

3.6 TRUSTEES AS BENEFICIARY

If a trustee is named as a Beneficiary and no qualified trustee makes claim to the Income Payments, or to any other payments, within one year after becoming the Payee, or if satisfactory evidence is furnished to the Company showing that no trustee can qualify to receive the Income Payments, the Income Payments will be payable as though the trustee had not been named.

The Company will be fully discharged of liability for any action taken by the trustee and for all amounts paid to, or at the direction of, the trustee and will have no obligation as to the use of the amounts. In all dealings with the trustee, the Company will be fully protected against the claims of every other person. The Company will not be charged with notice of a change of trustee unless written evidence of the change is received at the Home Office.

4.5 MISSTATEMENT

If the age or sex of the Annuitant, or the Joint Annuitant, if any, has been misstated, the Income Payments that become payable will be in the amount that would have been payable at the correct age and sex. If any amounts have been overpaid by the Company due to a misstatement of age or sex, the amount of the overpayment may be deducted from payments to be made by the Company. If any amounts have been underpaid due to misstatement of age or sex, the underpayment will be paid.

4.6 EVIDENCE OF SURVIVAL

The Company may require proof that the Annuitant, or the Joint Annuitant, if any, is living on the due date of any Income Payment.

4.7 PROOF OF DEATH

Income Payments or a death benefit that become due under the terms of this Contract following the death of the Annuitant or the Joint Annuitant are not payable until the Company receives satisfactory proof of death.

4.8 REQUESTS BY OWNER

Requests by the Owner to change the Owner, the Payee, the Beneficiary, or the Succession In Interest Of The Beneficiary will be made upon receipt in the Home Office of a written request satisfactory to the Company. The request will then take effect as of the date that it was signed. The Company is not responsible for any payment or other action that is taken before the receipt of the request.

4.9 REPORT TO OWNER

At least once each year and at no charge, the Company will send to the Owner a report. The report shall provide current information as of a date not more than four months prior to the date of mailing. Additional status reports are available upon request by the Owner at no charge. The report will also provide any other information required under state or federal law. The report will contain at least the following information:

- the beginning and end dates of the current report period;

- the Purchase Payments received to date, by date received;
- the cumulative Income Payments purchased, the Plan and the First Payment date and the cumulative amount of Income Payments purchased with the single Purchase Payment and any dividends;
- in the current reporting period, the additional Income purchased with dividends, if any; and
- the Death Benefit, if any, as of the end of the current report period.

SECTION 5. DIVIDENDS

5.1 ANNUAL DIVIDENDS

This Contract is eligible to share in the divisible surplus of the Company. This divisible surplus is determined each year. The Contract's share, if any, will be credited as a dividend on the Contract anniversary. This dividend will reflect the mortality, expense and investment experience of the Company.

Decisions concerning the amount and appropriate allocation of divisible surplus are within the sole discretion of the Company's Board of Trustees. There is no guaranteed method or formula for the determination or allocation of divisible surplus. The Company's approach is subject to change. There is no guarantee of a divisible surplus. Even if there is a divisible surplus, the payment of a dividend on this Contract is not guaranteed.

5.2 USE OF DIVIDENDS

Annual dividends, if any, may be:

- Paid in cash.
- Used to purchase additional income. Dividends will purchase additional income as described in Section 5.3.

Following the death of the Annuitant if the Plan is a Single Life Annuity, or the death of both the Annuitant and Joint Annuitant if the Plan is a Joint Life Annuity, any dividends payable after the First Payment Date and during a Period Certain will only be paid in cash and may not be used to purchase additional income.

5.3 DIVIDENDS USED TO PURCHASE ADDITIONAL INCOME

Subject to the restrictions stated in Section 5.2, at the beginning of a Contract year, the dividend, if any, may be used to purchase additional income to increase the amount of the Income Payment shown on Page 3. The amount of the additional income purchased is based on the:

- attained age of the Annuitant, if living;
- the attained age of the Joint Annuitant, if any;
- the First Payment Date;
- the Plan; and
- the Company's then current purchase rates for this Contract which do not change and are based on the guarantees of this Contract.

Dividends used to purchase additional income may not be withdrawn.

5.4 DIVIDEND AT CONTRACT TERMINATION

This Contract is eligible to share in the divisible surplus of the Company, if any, from the beginning of the Contract year in which the Contract terminates to the date of the termination of the Contract.

This dividend, if any, is payable in cash to the Payee.

Agent

Address

Telephone

It is recommended that you ...

read your Contract.

notify your Northwestern Mutual agent or the Company at 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444, for any service you may require in connection with this Contract.

If we fail to provide you with reasonable and adequate service, you should feel free to contact:

Arkansas Insurance Department, Consumer Services Division, 1200 West Third Street, Little Rock, Arkansas 72201-1904, (800) 852-5494.

call your Northwestern Mutual agent for information on this Contract.

Election of Trustees

The members of The Northwestern Mutual Life Insurance Company are its policyholders of insurance policies and deferred annuity contracts. The members exercise control through a Board of Trustees. Elections to the Board are held each year at the annual meeting of members. Members are entitled to vote in person or by proxy.

SINGLE PREMIUM DEFERRED INCOME ANNUITY

This Contract is a single premium deferred paid-up annuity providing fixed income payments commencing as of the First Payment Date provided the Contract is in force on that date.

The Contract does not provide access to funds prior to the First Payment Date except for a death benefit if the Plan has a Period Certain or as provided for in the Deferral Period Death Benefit Amendment, if such an amendment is part of this Contract.

Participating.

NN.PDIA.(1012)

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DEFERRAL PERIOD DEATH BENEFIT AMENDMENT

As of the Issue Date, this Amendment is made part of this Contract issued by The Northwestern Mutual Life Insurance Company. The provisions of this Amendment will control in case of a conflict with any provisions in the Contract, but will be amended and limited by the provisions of any Amendment to qualify the Contract for a specific market or purpose under the federal tax law.

The following definitions are hereby added to SECTION 1 GENERAL TERMS AND DEFINITIONS:

DEATH BENEFIT BASE. An amount set by the Company and shown on Page 3, which will not be less than 90% of the single payment shown on Page 3, made by or on behalf of the Owner with respect to this Contract. The Death Benefit Base is a component used in the calculation of the death benefit payable upon the death of the Annuitant prior to the First Payment Date.

DEATH BENEFIT CALCULATION INTEREST RATE. The interest rate, shown on Page 3, used in the calculation of the death benefit payable if the Annuitant dies prior to the First Payment Date.

Section 2.1 PAYMENT OF INCOME PAYMENTS and Section 2.2 DEATH OF THE ANNUITANT OR JOINT ANNUITANT PRIOR TO THE FIRST PAYMENT DATE are hereby deleted and replaced in their entirety with the following:

2.1 PAYMENT OF INCOME PAYMENTS

Income Payments are payable to the Payee in the amount and at the frequency shown on Page 3.

If the Plan is a Single Life Annuity, the Income Payments commence as of the First Payment Date, provided the Annuitant is living on that date. Income Payments are payable during the lifetime of the Annuitant or for the Period Certain, if any, whichever is later.

If the Plan is a Joint Life Annuity, the Income Payments commence as of the First Payment Date, provided the Annuitant is living on that date. Income Payments are payable during the lifetime of the Annuitant, the lifetime of the Joint Annuitant, or for the Period Certain, if any, whichever is latest.

At any time prior to the First Payment Date, the Owner has a one-time option to:

- accelerate the First Payment Date by up to five years but not to a date earlier than 13 months after the Issue Date;
- defer the First Payment Date for up to five years but not later than the earlier of the Annuitant's or Joint Annuitant's 85th birthday;
- shorten or remove a Period Certain;
- change the type of Life Annuity Plan from a Single Life Annuity to a Joint Life Annuity or from a Joint Life Annuity to a Single Life Annuity, or from one type of Joint Life Annuity to another, and;
- name or change the Joint Annuitant.

The right to select any of these options is only available one time and all options selected must be exercised at the same time. The amount of the Income Payment will be adjusted to reflect the exercise of an option.

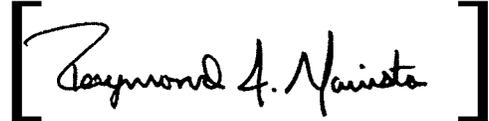
2.2 DEATH OF THE ANNUITANT OR JOINT ANNUITANT PRIOR TO THE FIRST PAYMENT DATE

If the Plan is a Single Life Annuity or a Joint Life Annuity, upon the death of the Annuitant prior to the First Payment Date, the Contract terminates and a death benefit will be payable in a lump sum equal to the greater of:

- the Purchase Payment paid for this Contract; or
- the sum of the following as of the beginning of the policy year in which death occurred:
 - i. the Death Benefit Base;
 - ii. dividends used to purchase additional income, if any; and
 - iii. interest, at the Death Benefit Calculation Interest Rate, on the amounts in (i) and (ii) above, calculated to the Contract anniversary immediately prior to the Annuitant's death and compounded annually from the date each such amount was applied to the Contract.

If the Plan is a Joint Life Annuity, upon the death of the Joint Annuitant prior to the First Payment Date, Income Payments commence as of the First Payment Date, provided the Annuitant is living on that date. Income Payments are payable based on the type of Plan selected, until the latest of:

- the end of the Period Certain, if any;
- the death of the Annuitant; or
- the death of the new Joint Annuitant if one is named in accordance with the provisions of Section 2.1.



Secretary
THE NORTHWESTERN MUTUAL LIFE
INSURANCE COMPANY

SINGLE PREMIUM INCOME INDIVIDUAL ANNUITY APPLICATION

1. OTHER POLICIES

Has a Northwestern Mutual policy ever been issued on the Annuitant's life?

Yes, the last policy number is: _____ No

2. ANNUITANT/JOINT ANNUITANT *(Please Print)*

Name: First, MI, Last _____

Sex _____ Birthdate _____ *(MM/DD/YYYY)*

Taxpayer ID _____

Phone Number (____) _____

Residence Address *(Required)* _____

Mailing Address _____
(If different than residence address)

City, State, Zip _____

Country, if other than US _____

US Citizen? Yes No

If no, what country? _____

(Complete below ONLY if a Joint Life Plan is elected):

Joint Annuitant Name: _____
First, MI, Last

Sex _____ Birthdate _____ *(MM/DD/YYYY)*

Taxpayer ID _____

Relationship to Annuitant _____

Home Phone Number (____) _____

Residence Address *(Required)* _____

Mailing Address _____
(If different than residence address)

City, State, Zip _____

Country, if other than US _____

US Citizen? Yes No

If no, what country? _____

3. MARKET CATEGORY *(Check one)*

{ ¹(Markets D, E, F not available for Deferred Income Annuity.) }

{ ²(Markets A, D, E, F not available for Portfolio Deferred Income Annuity.) }

A. Personal Annuity (Non-Tax Qualified)

B. Individual Retirement Annuity (IRA)

\$ _____ contributed for the current _____ tax yr.

\$ _____ contributed for the previous _____ tax yr.

\$ _____ rollover/transfer from another institution

C. Roth IRA

D. Pension or Profit Sharing Plan:

Trust Number: _____

Name of Trust: _____

E. Non-tax qualified business plan

F. Government Deferred Compensation Plan (IRC 457)

4. OWNER *(Owner must complete Substitute form W-4P)*

A. Annuitant

B. Corporation or Trust - Enter information below.

C. Other - Enter information below. (Not available for Deferred Income Annuity.)

Name: First, MI, Last/Corporation/Trust _____

Sex _____ Birthdate _____ *(MM/DD/YYYY)*

Residence Address *(If mailing address is different, provide both addresses.)*

City, State, Zip _____

Owner Telephone Number (____) _____

Relationship to Annuitant _____

Taxpayer ID _____

US Citizen? Yes No *(If no, provide copy of green card)*

If no, what country? _____

Date of Trust _____ *(MM/DD/YYYY)*

Name of Trustees _____

5. BENEFICIARY INFORMATION (For Income Payments after the death of the Annuitant and/or Joint Annuitant)

Cannot be Annuitant. If no beneficiary is listed, Estate of Annuitant will be named.

- A. Direct Beneficiary after the death of the Annuitant and, if applicable, the death of the Joint Annuitant.

Name _____
Relationship _____

- B. Further Payees following the death of the Direct Beneficiary for payment of any payments that would otherwise have been payable to the Direct Beneficiary.

Name _____
Relationship _____

6. REPLACEMENT

Note to Agent: Refer to the Applicant's Statement of Existing Coverage (90-2048). This form must be completed and signed for every application.

As a result of this purchase, will the values or benefits of any other life insurance policy or annuity contract, on any life be affected in any way?

- Yes No

Note to Agent: If either the question above, or the question on the Applicant's Statement of Existing Coverage, is answered "yes," then the Important Notice must be completed and signed.

Will this annuity:

- A. Replace other policies or contracts? Yes No
- B. Result in 1035 exchange? Yes No

7. PLAN (Proof of Age Required for all lives on Life Income Plans)

(Check One):

Immediate - The First Payment Date is less than 13 months after the contract issue date.

- Immediate Income Annuity

Deferred - The First Payment Date is at least 13 months after the contract issue date.

- Deferred Income Annuity
 - Include Deferral Period Death Benefit. (Only available with Single Life (0-20) Plans and automatically included with Single Life Refund Plan.)
 - Do not include Deferral Period Death Benefit.
- Portfolio Deferred Income Annuity
 - Include Deferral Period Death Benefit. (Available with all plans.)
 - Do not include Deferral Period Death Benefit.

(Failure to include the Deferral Period Death Benefit with the Portfolio Deferred Income Annuity reduces the death benefit payable if the Annuitant dies before the First Payment Date and will significantly limit your opportunity to make changes to the Contract after its Issue Date.)

(Check and Complete one):

- A. Single Life (0-20) _____ years Period Certain
- B. Single Life Refund (N/A for Portfolio Deferred Income Annuity.)
- C. Joint Life with 100% to Survivor (0-20) _____ years Period Certain
- D. Joint Life with 2/3 to Survivor (0-20) _____ years Period Certain
- E. Joint Life with 1/2 to Survivor (0-20) _____ years Period Certain
- F. Joint Life with 2/3 to Joint Annuitant _____ years Period Certain
- G. Joint Life with 1/2 to Joint Annuitant _____ years Period Certain

7. PLAN (continued)

- H. Period Certain for a period of (2-30) _____ years (Available only for Immediate Income Annuities.)
- Check box only if exception to Premature Distribution Tax for Substantially Equal Periodic Payments applies. See certification in Section 12B on page 3.

8. DATE AND AMOUNT OF ANNUITY PAYMENTS

- A. Single premium paid with this application \$ _____
- B. Amount of the initial Income Payment \$ _____
- C. Make payments: Monthly Quarterly
 Semi-Annually Annually
- D. Date of first payment (MM/DD/YYYY) _____

Note: For a Deferred Income Annuity or a Portfolio Deferred Income Annuity, if the requested First Payment Date is less than 13 months after the contract issue date, then the contract will be issued with the First Payment Date set at 13 months after the contract issue date. The contract issue date is the date the application is in good order and the single premium is received by Northwestern Mutual.

Based on proposal Attached, *or*
 Dated (MM/DD/YYYY) _____

9. INCOME PAYMENTS (For Income Payments during the life of the Annuitant)

- A. Annuitant - Make check payable to the Annuitant and send to the Annuitant's address
- B. Owner - Make check payable to the Owner and send to the Owner's address
- C. Owner - Direct deposit to the Owner's Bank Account (United States banks only)

(Complete Owner's bank information below):

Northwestern Mutual is authorized to credit payments to this account at the bank indicated.

Bank Name _____
Bank Routing/Transit Number _____
Account Number _____
Account Type _____
 Checking - a voided check must be attached (*deposit ticket not acceptable*)
 Savings
D. Other - Make check payable to and send to:
Name _____
Address _____
(STREET & NO. OR RFD)
City, County, State, Zip _____

10. INCREASING PAYMENT OPTION (Immediate Income Annuity Only)

- Tax Qualified _____ % (1% - 4%)
- Non-Tax Qualified _____ % (1% - 6%)

Increase occurs on each anniversary of the First Payment Date.

11. DIVIDEND OPTION (Portfolio Deferred Income Annuity Only)

- Purchase Additional Income _____ %
 - Paid in Cash _____ %
- TOTAL 100 %

If no choice is made, default will be 100% purchase additional income.

12. SIGNATURES

The Annuitant consents to this application.

Each person signing this application declares that the answers and statements made in this application are correctly recorded, complete and true to the best of his or her knowledge and belief. Statements in this application are representations and not warranties.

IT IS UNDERSTOOD THAT:

- A. I understand that withdrawals are not allowed under the Immediate Income Annuity, the Deferred Income Annuity or the Portfolio Deferred Income Annuity. However, the Immediate Income Annuity may allow for a limited one time Accelerated Income Withdrawal in some circumstances.
- B. If I have checked the box for the exception to the Premature Distribution Tax in Section 7, I certify that the payment plan elected meets the requirements of the IRS for a set of substantially equal periodic payments and has been calculated in accordance with one of the following approved methods (check one box):
- Required Minimum Distribution Method Fixed Amortization Method Fixed Annuity Method
- C. If the Owner is a Trustee or successor Trustee under a qualified plan or the employer under a qualified non-trusteed plan, Northwestern Mutual will be fully discharged of liability for any action taken by the Owner in the exercise of any policy right and for all amounts paid to, or at the direction of the Owner and will have no obligation as to the use of the amounts. In all dealings with the Owner, Northwestern Mutual will be fully protected against the claims of every other person.
- D. No agent is authorized to make or alter contracts or to waive the rights or requirements of The Northwestern Mutual Life Insurance Company.
- E. If the annuity applied for is an Individual Retirement Annuity, the applicant received a copy of the IRS disclosure statement prior to signing the application.
- F. Selecting a Plan with zero years Period Certain means that the contract terminates and no benefits are payable following the death of the Annuitant under a Single Life Annuity or following the death of the Annuitant and Joint Annuitant under a Joint Life Annuity. However, a Deferral Period Death Benefit is an optional benefit that may be selected under a Deferred Income Annuity or a Portfolio Deferred Income Annuity. The Deferral Period Death Benefit provides for the payment of a Death Benefit following the death of the Annuitant prior to the First Payment Date, even if the plan is with zero years Period Certain.
- G. If I have not included the Deferral Period Death Benefit for the Portfolio Deferred Income Annuity, I am electing to accept a reduced death benefit and significantly limiting my opportunity to make changes to the Contract after issue. If the Deferral Period Death Benefit is selected, the Owner has a one-time option, prior to the First Payment Date and subject to the terms of the Contract, to (i) accelerate or defer the First Payment Date, (ii) shorten or remove the Period Certain, (iii) change the type of Plan, and/or (iv) name or change a Joint Annuitant. If the Deferral Period Death Benefit is not selected for the Portfolio Deferred Income Annuity, the Owner only has a one-time option to defer the First Payment Date for up to five years, subject to the terms of the Contract. No such options are available under the Deferred Income Annuity or the Immediate Income annuity.
- H. Income Payments payable under the Increasing Payment option are lower in the earlier years of the contract than they would be if the option is not selected. Therefore, this option is not appropriate for someone with a short life expectancy.
- I. If I receive Dividends In Cash prior to my age 59½ they may be subject to a 10% IRS Premature Distribution penalty. I acknowledge that I should consult my tax advisor with respect to how this rule may affect my situation.
- J. 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.
- K. The agent signing below represents and may provide services on behalf of Northwestern Mutual in connection with the placement of insurance. The agent will receive commissions and may receive other performance-based compensation for the placement of this insurance from Northwestern Mutual and/or its affiliates and representatives.

SIGNATURE OF **ANNUITANT** (IF OTHER THAN APPLICANT)

SIGNATURE OF **APPLICANT**

SIGNED AT: _____

CITY

STATE

DATE (MM/DD/YYYY)

SIGNATURE OF **JOINT ANNUITANT** (IF APPLICABLE)

SIGNATURE OF **LICENSED AGENT**

SERFF Tracking Number: NWST-128302642 State: Arkansas
 Filing Company: The Northwestern Mutual Life Insurance Company State Tracking Number:
 Company Tracking Number: NN.PDIA.(1012)
 TOI: A02I Individual Annuities- Deferred Non- Variable Sub-TOI: A02I.003 Single Premium
 Product Name: NN.PDIA.(1012)
 Project Name/Number: NN.PDIA.(1012)/NN.PDIA.(1012)

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachment: READABILITY CERTIFICATION non icc.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: Please see Filing Description under General Information tab.		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Acturial Memo		
Comments:		
Attachment: FINAL Actuarial Memorandum _Standard_ - Portfolio Deferred Income Annuity.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachments: Statement of Variability 90-1550 _1012_.pdf STD SOV NN PDIA (1012).pdf		

	Item Status:	Status Date:

SERFF Tracking Number: NWST-128302642 State: Arkansas
Filing Company: The Northwestern Mutual Life Insurance Company State Tracking Number:
Company Tracking Number: NN.PDIA.(1012)
TOI: A02I Individual Annuities- Deferred Non- Variable Sub-TOI: A02I.003 Single Premium
Product Name: NN.PDIA.(1012)
Project Name/Number: NN.PDIA.(1012)/NN.PDIA.(1012)
Satisfied - Item: AR Certification
Comments:
Attachment:
AR Certification.pdf

Item Status:

**Status
Date:**

Satisfied - Item: PDIA Addendum B
Comments:
Attachment:
PDIA Addendum B.pdf

READABILITY CERTIFICATION

I certify to the best of my knowledge and belief that the following forms meet the readability, legibility, and format requirements of any applicable laws and regulations of your state, and that the Flesch Readability Scores are as follows:

<u>Form Number</u>	<u>Flesch Readability Score</u>
NN.PDIA.(1012)	50.2
PDIA.DPDB.AMDT.(1012)	54.6
90-1550 (1012)	55.3

THE NOTHWESTERN MUTUAL
LIFE INSURANCE COMPANY



Ted A. Matchulat
Director Product Compliance

6/6/12

Date

Statement of Variability

90-1550 (1012)

(Variability is denoted by brackets)

Location	Explanation of Variability
Page 1, Section 3, #1	Market options may vary depending on what is available.
Page 1, Section 3, #2	Market options may vary depending on what is available.

Statement of Variability

NN.PDIA.(1012)

Variable information is denoted by brackets.

Provision	Location	Variability
Officer Names & Titles	Front Cover	In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.
Right To Return Contract	Front Cover	<i>If a replacement contract:</i> “Right To Return Contract —Please read this Contract carefully. The Owner may return the Contract for any reason with in 30 days after receiving it. Return of the Contract is effective on the date written notice of the return is delivered or mailed to either The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444 or the agent who sold the Contract. If returned, the Contract will be considered cancelled and the Company will refund the Purchase Payment, less any benefits paid.”
2. Contract Number	Page 3	This will vary depending on the contract number assigned.
3. Issue Date	Page 3	This will vary depending on when the contract was issued.
4. Owner	Page 3	This will vary depending on who is the Owner.
5. Annuitant	Page 3	This will vary depending on who is the Annuitant.
6. Age and Sex of Annuitant	Page 3	This will vary depending on the Age and Sex of the Annuitant.
7. Joint Annuitant	Page 3	This will only appear if there is a Joint Annuitant, and it will also vary depending on the name of the Joint Annuitant.
8. Age and Sex of Joint Annuitant	Page 3	This will only appear if there is a Joint Annuitant, and it will also vary depending on the age and sex of the Joint Annuitant.
9. Payee	Page 3	This will vary depending on the name of the Payee.
10. Beneficiary	Page 3	This will vary depending on the name of the Beneficiary.
11. Single Purchase Payment	Page 3	This will vary depending on the amount of the single purchase payment.
12. Death Benefit Base	Page 3	This will vary depending on the amount of the Death Benefit Base.
13. First Payment Date	Page 3	This will vary depending on the date of the First Payment.

14. Income Payment	Page 3	This amount will vary depending on the amount of the Income Payment.
15. Frequency of Income Payment	Page 3	This will vary depending on what is chosen for the frequency; it could be Monthly, Quarterly, Semi-Annually, and Annually.
16. Tax Reporting Category	Page 3	This will vary depending on what market is chosen on the application: <ul style="list-style-type: none"> • Personal Annuity (Non-Tax Qualified) • Individual Retirement Annuity (IRA) • Roth IRA • Pension or Profit Sharing • Non Tax-Qualified Business Plan • Government Deferred Compensation Plan (IRC 457)
17. Additional Benefit	Page 3	This will only appear if the Deferral Period Death Benefit Amendment is chosen at the time of application.
18. Commutation Rate	Page 3	This rate will only appear if the Deferral Period Death Benefit Amendment is chosen at the time of application. If the amendment is not chosen, the Death Benefit Calculation Interate Rate will appear instead (see item #19).
19. Death Benefit Calculation Interest Rate	Page 3	This rate will only appear if the Deferral Period Death Benefit Amendment is <u>not</u> chosen at the time of application.
20. Death Benefit Calculation Interest Rate	Page 3	This could range from 1.00% to 5.00%.
21. Death Benefit Calculation Interest Rate	Page 3	This could range from 1.00% to 2.00%.

22. Plan	Page 3	<p>This will vary depending on what plan is chosen on the application:</p> <ul style="list-style-type: none"> • Single Life Income with {XX} years Period Certain • Single Life Income with no Period Certain • Joint Life with 100% to Survivor with {XX} years Period Certain • Joint Life with 100% to Survivor with no Period Certain • Joint Life with 2/3 to Survivor with {XX} years Period Certain • Joint Life with 2/3 to Survivor with no Period Certain • Joint Life with 2/3 to Joint Annuitant with {XX} years Period Certain • Joint Life with 2/3 to Joint Annuitant with no Period Certain • Joint Life with 1/2 to Survivor with {XX} Period Certain • Joint Life with 1/2 to Survivor with no Period Certain • Joint Life with 1/2 to Joint Annuitant with {XX} years Period Certain • Joint Life with ½ to Joint Annuitant with no Period Certain
23. Language regarding type of plan chosen	Page 3	<p>This language will vary depending on which plan is chosen.</p> <p><i>See attached Addendum B.</i></p>
24. Date	Page 3	<p>This date is the date the Period Certain ends.</p>
25. Death Benefit	Page 3	<p>This language will vary depending on the plan and if the Deferral Period Death Benefit Amendment is included. Please see attached Addendum B for the options of language</p>
26. Contract Number	Page 4	<p>This will vary depending on the contract number assigned.</p>

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

Re: NN.PDIA.(1012)
PDIA.DPDB.AMDT.(1012)
90-1550-83 (1012)

We hereby certify that we have carefully reviewed the form(s) submitted herewith and to the best of our knowledge and ability find:

- a. That said form(s) conform(s) to Regulation 19s10B and all applicable Arkansas Insurance Statutes and Department requirements.
- b. That said form(s) contain(s) no provision previously disapproved by the Insurance Department of Arkansas.



Ted A. Matchulat
Director Product Compliance

06/06/2012

Date

Addendum B ~ ICC12.NN.PDIA.(1012)

Single Life Annuity with no Period Certain

The Company will commence paying Income Payments to the Payee on the First Payment Date only if the Annuitant is living on that date. Income Payments will be payable thereafter to the Payee during the lifetime of the Annuitant.

Joint Life Annuity with 100% to Survivor with Period Certain

The Company will commence paying Income Payments to the Payee on the First Payment Date if either the Annuitant or Joint Annuitant is living on that date. Income Payments will be payable thereafter to the Payee while either the Annuitant or Joint Annuitant are living, or through the end of the Period Certain, {date}, whichever is later.

Joint Life Annuity with 100% to Survivor with Period Certain and with the Deferral Period Death Benefit Amendment

The Company will commence paying Income Payments to the Payee on the First Payment Date only if the Annuitant is living on that date. Income Payments will be payable thereafter to the Payee while either the Annuitant or Joint Annuitant are living, or through the end of the Period Certain, {date}, whichever is later.

Joint Life Annuity with 100% to Survivor with No Period Certain

The Company will commence paying Income Payments to the Payee on the First Payment Date if either the Annuitant or Joint Annuitant is living on that date. Income Payments will be payable thereafter to the Payee while either the Annuitant or Joint Annuitant are living.

Joint Life Annuity with 100% to Survivor with No Period Certain and with the Deferral Period Death Benefit Amendment

The Company will commence paying Income Payments to the Payee on the First Payment Date only if the Annuitant is living on that date. Income Payments will be payable thereafter to the Payee while either the Annuitant or Joint Annuitant are living.

Joint Life Annuity with 2/3 to Survivor with Period Certain

The Company will commence paying Income Payments to the Payee on the First Payment Date if either the Annuitant or Joint Annuitant is living on that date. Income Payments will be payable thereafter to the Payee while either the Annuitant or Joint Annuitant are living, or through the end of the Period Certain, {date}, whichever is later. Upon the death of the first to die, Income Payments are reduced to two-thirds of the Income Payment.

Joint Life Annuity with 2/3 to Survivor with Period Certain and with the Deferral Period Death Benefit Amendment

The Company will commence paying Income Payments to the Payee on the First Payment Date only if the Annuitant is living on that date. Income Payments will be payable thereafter to the Payee while either the Annuitant or Joint Annuitant are living, or through the end of the Period Certain, {date}, whichever is later. Upon the death of the first to die, Income Payments are reduced to two-thirds of the Income Payment.

Joint Life Annuity with 2/3 to Survivor with No Period Certain

The Company will commence paying Income Payments to the Payee on the First Payment Date if either the Annuitant or Joint Annuitant is living on that date. Income Payments will be payable thereafter to the Payee while either the Annuitant or Joint Annuitant are living. Upon the death of the first to die, Income Payments are reduced to two-thirds of the Income Payment

Joint Life Annuity with 2/3 to Survivor with No Period Certain and with the Deferral Period Death Benefit Amendment

The Company will commence paying Income Payments to the Payee on the First Payment Date only if the Annuitant is living on that date. Income Payments will be payable thereafter to the Payee while either the Annuitant or Joint Annuitant are living. Upon the death of the first to die, Income Payments are reduced to two-thirds of the Income Payment.

Joint Life Annuity with 2/3 to Joint Annuitant with Period Certain

The Company will commence paying Income Payments to the Payee on the First Payment Date if either the Annuitant or Joint Annuitant is living on that date. Income Payments will be payable thereafter to the Payee while either the Annuitant or Joint Annuitant are living, or through the end of the Period Certain, {date}, whichever is later. Upon the death of the Annuitant, Income Payments are reduced to two-thirds of the Income Payment.

Joint Life Annuity with 2/3 to Joint Annuitant with Period Certain and with the Deferral Period Death Benefit Amendment

The Company will commence paying Income Payments to the Payee on the First Payment Date only if the Annuitant is living on that date. Income Payments will be payable thereafter to the Payee while either the Annuitant or Joint Annuitant are living, or through the end of the Period Certain, {date}, whichever is later. Upon the death of the Annuitant, Income Payments are reduced to two-thirds of the Income Payment.

Joint Life Annuity with 2/3 to Joint Annuitant with No Period Certain

The Company will commence paying Income Payments to the Payee on the First Payment Date if either the Annuitant or Joint Annuitant is living on that date. Income Payments will be payable thereafter to the Payee while either the Annuitant or Joint Annuitant are living. Upon the death of the Annuitant, Income Payments are reduced to two-thirds of the Income Payment.

Joint Life Annuity with 2/3 to Joint Annuitant with No Period Certain and with the Deferral Period Death Benefit Amendment

The Company will commence paying Income Payments to the Payee on the First Payment Date only if the Annuitant is living on that date. Income Payments will be payable thereafter to the Payee while either the Annuitant or Joint Annuitant are living. Upon the death of the Annuitant, Income Payments are reduced to two-thirds of the Income Payment.

Joint Life Annuity with 1/2 to Survivor with Period Certain

The Company will commence paying Income Payments to the Payee on the First Payment Date if either the Annuitant or Joint Annuitant is living on that date. Income Payments will be payable thereafter to the Payee while either the Annuitant or Joint Annuitant are living, or through the end of the Period Certain, {date}, whichever is later. Upon the death of the first to die, Income Payments are reduced to one-half of the Income Payment.

Joint Life Annuity with 1/2 to Survivor with Period Certain and with the Deferral Period Death Benefit Amendment

The Company will commence paying Income Payments to the Payee on the First Payment Date only if the Annuitant is living on that date. Income Payments will be payable thereafter to the Payee while either the Annuitant or Joint Annuitant are living, or through the end of the Period Certain, {date}, whichever is later. Upon the death of the first to die, Income Payments are reduced to one-half of the Income Payment.

Joint Life Annuity with 1/2 to Survivor with No Period Certain

The Company will commence paying Income Payments to the Payee on the First Payment Date if either the Annuitant or Joint Annuitant is living on that date. Income Payments will be payable thereafter to the Payee while either the Annuitant or Joint Annuitant are living. Upon the death of the first to die, Income Payments are reduced to one-half of the Income Payment.

Joint Life Annuity with 1/2 to Survivor with No Period Certain and with the Deferral Period Death Benefit Amendment

The Company will commence paying Income Payments to the Payee on the First Payment Date only if the Annuitant is living on that date. Income Payments will be payable thereafter to the Payee while either the Annuitant or Joint Annuitant are living. Upon the death of the first to die, Income Payments are reduced to one-half of the Income Payment.

Joint Life Annuity with 1/2 to Joint Annuitant with Period Certain

The Company will commence paying Income Payments to the Payee on the First Payment Date if either the Annuitant or Joint Annuitant is living on that date. Income Payments will be payable thereafter to the Payee while either the Annuitant or Joint Annuitant are living, or through the end of the Period Certain, {date}, whichever is later. Upon the death of the Annuitant, Income Payments are reduced to one-half of the Income Payment.

Joint Life Annuity with 1/2 to Joint Annuitant with Period Certain and with the Deferral Period Death Benefit Amendment

The Company will commence paying Income Payments to the Payee on the First Payment Date only if the Annuitant is living on that date. Income Payments will be payable thereafter to the Payee while either the Annuitant or Joint Annuitant are living, or through the end of the Period Certain, {date}, whichever is later. Upon the death of the Annuitant, Income Payments are reduced to one-half of the Income Payment.

Joint Life Annuity with 1/2 to Joint Annuitant with No Period Certain

The Company will commence paying Income Payments to the Payee on the First Payment Date if either the Annuitant or Joint Annuitant is living on that date. Income Payments will be payable thereafter to the Payee while either the Annuitant or Joint Annuitant are living. Upon the death of the Annuitant, Income Payments are reduced to one-half of the Income Payment.

Joint Life Annuity with 1/2 to Joint Annuitant with No Period Certain and with the Deferral Period Death Benefit Amendment

The Company will commence paying Income Payments to the Payee on the First Payment Date only if the Annuitant is living on that date. Income Payments will be payable thereafter to the Payee while either the Annuitant or Joint Annuitant are living. Upon the death of the Annuitant, Income Payments are reduced to one-half of the Income Payment.

In addition to the above language, the following language will also appear depending on the plan chosen:

For Single Life Annuity with No Period Certain and without a Deferral Period Death Benefit Amendment

This Contract does not provide a death benefit.

For Single Life Annuity with a Period Certain and without a Deferral Period Death Benefit Amendment

If the Annuitant dies before the First Payment Date, a death benefit equal to the present value will be payable.

For Single Life Annuity with a Period Certain with a Deferral Period Death Benefit Amendment

If the Annuitant dies before the First Payment Date, a death benefit, as described in Section 2.2 of the Deferral Period Death Benefit, will be payable.

For Joint Life Annuity with No Period Certain and without a Deferral Period Death Benefit Amendment

This Contract does not provide a death benefit.

For Joint Life Annuity with a Period Certain and without a Deferral Period Death Benefit Amendment

If both the Annuitant and Joint Annuitant die before the First Payment Date, a death benefit equal to the present value will be payable.

For Joint Life Annuity with a Deferral Period Death Benefit Amendment

If the Annuitant dies before the First Payment Date, a death benefit, as described in Section 2.2 of the Deferral Period Death Benefit, will be payable.

SERFF Tracking Number: NWST-128302642 State: Arkansas
 Filing Company: The Northwestern Mutual Life Insurance Company State Tracking Number:
 Company Tracking Number: NN.PDIA.(1012)
 TOI: A02I Individual Annuities- Deferred Non- Variable Sub-TOI: A02I.003 Single Premium
 Product Name: NN.PDIA.(1012)
 Project Name/Number: NN.PDIA.(1012)/NN.PDIA.(1012)

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
06/06/2012		Supporting Statement of Variability Document	06/13/2012	STD SOV NN PDIA (1012).pdf (Superceded) Statement of Variability 90-1550_1012_.pdf

Statement of Variability

NN.PDIA.(1012)

Variable information is denoted by brackets.

Provision	Location	Variability
Officer Names & Titles	Front Cover	In the event the title of an officer signing the policy form changes, any new title utilized will be the title of an officer of the company.
Right To Return Contract	Front Cover	<i>If a replacement contract:</i> “Right To Return Contract— Please read this Contract carefully. The Owner may return the Contract for any reason with in 30 days after receiving it. Return of the Contract is effective on the date written notice of the return is delivered or mailed to either The Northwestern Mutual Life Insurance Company, 720 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, (414) 271-1444 or the agent who sold the Contract. If returned, the Contract will be considered cancelled and the Company will refund the Purchase Payment, less any benefits paid.”
1. Contract Number	Page 3	This will vary depending on the contract number assigned.
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3. Owner	Page 3	This will vary depending on who is the Owner.
4. Annuitant	Page 3	This will vary depending on who is the Annuitant.
5. Age and Sex of Annuitant	Page 3	This will vary depending on the Age and Sex of the Annuitant.
6. Joint Annuitant	Page 3	This will only appear if there is a Joint Annuitant, and it will also vary depending on the name of the Joint Annuitant.
7. Age and Sex of Joint Annuitant	Page 3	This will only appear if there is a Joint Annuitant, and it will also vary depending on the age and sex of the Joint Annuitant.
8. Payee	Page 3	This will vary depending on the name of the Payee.
9. Beneficiary	Page 3	This will vary depending on the name of the Beneficiary.
10. Single Purchase Payment	Page 3	This will vary depending on the amount of the single purchase payment.
11. Net Purchase Payment	Page 3	This will vary depending on the amount of the Net Purchase Payment.
12. First Payment Date	Page 3	This will vary depending on the date of the First Payment.

13. Income Payment	Page 3	This amount will vary depending on the amount of the Income Payment.
14. Frequency of Income Payment	Page 3	This will vary depending on what is chosen for the frequency; it could be Monthly, Quarterly, Semi-Annually, and Annually.
15. Tax Reporting Category	Page 3	This will vary depending on what market is chosen on the application: <ul style="list-style-type: none"> • Personal Annuity (Non-Tax Qualified) • Individual Retirement Annuity (IRA) • Roth IRA • Pension or Profit Sharing • Non Tax-Qualified Business Plan • Government Deferred Compensation Plan (IRC 457)
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21. Plan	Page 3	<p>This will vary depending on what plan is chosen on the application:</p> <ul style="list-style-type: none"> • Single Life Income with {XX} years Period Certain • Single Life Income with no Period Certain • Joint Life with 100% to Survivor with {XX} years Period Certain • Joint Life with 100% to Survivor with no Period Certain • Joint Life with 2/3 to Survivor with {XX} years Period Certain • Joint Life with 2/3 to Survivor with no Period Certain • Joint Life with 2/3 to Joint Annuitant with {XX} years Period Certain • Joint Life with 2/3 to Joint Annuitant with no Period Certain • Joint Life with 1/2 to Survivor with {XX} Period Certain • Joint Life with 1/2 to Survivor with no Period Certain • Joint Life with 1/2 to Joint Annuitant with {XX} years Period Certain • Joint Life with ½ to Joint Annuitant with no Period Certain
22. Language regarding type of plan chosen	Page 3	<p>This language will vary depending on which plan is chosen.</p> <p><i>See attached Addendum B.</i></p>
23. Date	Page 3	<p>This date is the date the Period Certain ends.</p>
24. Death Benefit	Page 3	<p>This language will vary depending on the plan and if the Deferral Period Death Benefit Amendment is included. Please see attached Addendum B for the options of language</p>
25. Contract Number	Page 4	<p>This will vary depending on the contract number assigned.</p>