

# SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

This contract is a legal agreement between you (the Owner) and us (American Savings Life Insurance Company). The consideration for this contract is: (a) the attached application; and (b) payment of the Single Premium.

We will provide annuity benefits on the Income Date according to the terms of the contract if the Owner(s) is living on such date. We will provide Death Benefits according to the terms of the contract if the Owner dies before the Income Date. We will provide Surrender benefits upon the Owner's request for a Surrender. This contract will end on the date any Death Benefit has been paid, or as otherwise provided herein. **The Death Benefit may be less than the Account Value whenever a Surrender Charge applies to the determination of the Surrender Value.** 

The terms "you" and "your" refer to the Owner(s) of this contract. The terms "we", "our", and "us" refer to American Savings Life Insurance Company. This contract is a legal contract between American Savings Life Insurance Company and the Owner(s).

American Savings Life Insurance Company, a stock company, agrees to pay the proceeds of this Contract In accordance with the terms of this Contract.

# **30-DAY RIGHT TO EXAMINE AND RETURN THIS CONTRACT**

If you are not satisfied with this contract, you can return it to us at our home office or to the agent who sold you this contract within 30 days from the date you receive it. If you return this contract within the specified time: (a) we will refund the premium you paid and cancel this contract; and (b) it will be considered void and never in force.

If you have a question about this contract, need assistance with a problem, or have a claim: (a) you should first contact the agent who sold you this contract; or (b) you may contact our home office at [(800) 880-2112]. If you feel that you have not been treated fairly with respect to a claim or we do not adequately address your concerns, you may contact the Department of Insurance of the state in which this contract was issued.

Signed for American Savings Life Insurance Company at Mesa, Arizona.

Byron F. Allen, President

E. Paul Whetten, Secretary

THIS IS A LEGAL CONTRACT - READ THIS CONTRACT CAREFULLY INDIVIDUAL SINGLE PREMIUM DEFERRED FIXED ANNUITY PROCEEDS PAYABLE AT THE MATURITY DATE DEATH BENEFIT PAYABLE UPON DEATH OF THE OWNER PRIOR TO THE INCOME DATE MARKET VALUE ADJUSTMENT – MAY INCREASE OR DECREASE BENEFITS WAIVER OF SURRENDER CHARGES BENEFIT IN CERTAIN INSTANCES NONPARTICIPATING – NO DIVIDENDS ARE PAYABLE

# **TABLE OF CONTENTS**

CONTRACT VALUES, SPECIFICATONS, AND DATA PAGE	3
SURRENDER CHARGES	4
PERSONS NAMED IN THE CONTRACT	5
OWNERSHIP PROVISIONS	5
BENEFICIARY PROVISIONS	6
IMPORTANT VALUES OF YOUR ANNUITY	7
CALCULATIONS	7
MINIMUM ACCOUNT VALUE	7
INTEREST CREDITING	7
SURRENDER PROVISIONS	8
MATURITY DATE	9
DEATH BENEFIT PROVISIONS	9
ANNUITY PAYOUT OPTIONS	9
SPOUSAL CONTINUATION	10
NOTIFICATION OF DEATH	10
INTEREST ON DEATH BENEFIT	11
ANNUAL STATEMENT OF VALUES REPORT	11
ENTIRE CONTRACT	11
INCONTESTABILITY	11
MISSTATEMENT OF AGE OR SEX	11
ASSIGNMENT PROVISIONS	12
CONFORMITY WITH LAW	12
CONFORMITY WITH STANDARDS	12
EFFECT OF THE INTERNAL REVENUE CODE	12
LIABILITY OF THE COMPANY	13
CONTRACT TERMINATION	13

# CONTRACT SPECIFICATIONS DATA PAGE INDIVIDUAL FIXED SINGLE PREMIUM DEFERRED ANNUITY

CONTRACT NUMBER:	M30000
ISSUE DATE:	12/01/2023
ANNUITANT:	John Doe
SEX / AGE	Male / 65
OWNER:	John Doe
SEX/AGE	Male / 65
JOINT OWNER	Jane Doe
SEX/AGE	Female/65
SINGLE PREMIUM:	\$250,000
MINIMIUM ACCOUNT VALUE	\$1,000
INITIAL GUARANTEED INTEREST RATE:	5.00%
INITIAL GUARANTEED INTEREST TERM:	2 years
MINIMUM WITHDRAWAL/SURRENDER:	\$200.00
MATURITY DATE:	12-01-2058
MINIMUM GUARANTEED INTEREST RATE:	1.00%
INITIAL NONFORFEITURE INTEREST RATE:	1.00%
NONFORFEITURE FACTOR:	87.5%
PAYMENT PLAN MORTALITY TABLE:	2012 IAR Table
PAYMENT PLAN INTEREST RATE:	1.00%
PERIOD CERTAIN PAYMENT OPTIONS:	5-30 Years

# STATE INSURANCE DEPARTMENTS AND PHONE NUMBERS

Arizona Department of Insurance and Financial Institutions: (602) 364-3100 Nevada Division of Insurance: (775) 687-0700 New Mexico Public Regulation Commission: (505) 827-4601 Oklahoma Department of Insurance: (918) 295-3700 Texas Department of Insurance: (512) 463-6169 Utah Department of Insurance: (801) 538-3800

# ACCOUNT VALUES:

The Account Value equals:

- a) The Single Premium; plus
- b) Interest credited; less
- c) Amounts Surrendered or Withdrawn, including Surrender Charges, and Market Value Adjustments.

The Surrender Value equals:

- a) The Account Value; less
- b) Surrender Charges, plus
- c) Market Value Adjustments, as applicable.

The Minimum Guaranteed Surrender Value equals:

- a) The Nonforfeiture Factor; times
- b) The Single Premium; less
- c) Amounts Surrendered or Withdrawn (not including Surrender Charges and Market Value Adjustments); accumulated at
- d) The Nonforfeiture Interest Rate.

# SURRENDER CHARGES:

A surrender charge will be applied to the amount of any account value withdrawn in excess of the penalty-free withdrawal amount available during a multi-year interest rate guarantee period. The total surrender charge is the product of the amount of account value withdrawn in excess of the penalty free withdrawal amount and the applicable surrender charge rate. The surrender charge schedule is measured from the start of the current interest rate guarantee period.

The applicable Surrender Charge Percentage is determined based on the amount of time elapsed during the current Guaranteed Interest Term according to the following schedule:

Year	1	2	3	4	5	6	7	8	9	10
Rate	9.0%	8.0%	7.0%	6.0%	5.0%	4.0%	3.0%	2.0%	1.0%	0.5%

The surrender charge will be waived during the 30-day period at the beginning of each new multi-year interest rate guarantee period.

All existing surrender charges continue upon death for the beneficiaries.

# CHANGE IN NONFORFEITURE INTEREST RATE:

The Nonforfeiture Interest Rate will be redetermined at the beginning of each new Guaranteed Interest Term. The Nonforfeiture Interest Rate will be determined as follows:

- Calculate the average of the 5-Year Constant Maturity Treasury yield for the six-month period between June 1<sup>st</sup> and November 30<sup>th</sup> in the previous calendar year for renewals occurring between January 1<sup>st</sup> and June 30<sup>th</sup> or between December 1<sup>st</sup> in the previous calendar year and May 31<sup>st</sup> in the current calendar year for renewals occurring between July 1<sup>st</sup> and December 31<sup>st</sup>.
- Round the result to the nearest 0.05%

• Subtract 1.25%.

The final Nonforfeiture Interest Rate will be subject to a maximum value of 3.00% and a minimum value of 1.00%.

# **RIDERS AND ENDORSEMENTS:**

Penalty Free Death Benefit Rider

Penalty Free Percentage Amount Withdrawal Rider: FREE WITHDRAWAL RATE: 10%; EFFECTIVE DATE: 1 year.

Penalty Free Accumulated Interest Withdrawal Rider

Required Minimum Distribution Free Withdrawal Rider

Return of Premium Rider

Nursing Home Confinement Waiver of Surrender Charges Rider: WAITING PERIOD: 1 Year; MAXIMUM BENEFIT: 100% of Account Value.

Terminal Illness Waiver of Surrender Charges Rider; WAITING PERIOD: 1 Year; MAXIMUM BENEFIT: 100% of Account Value.

Chronic Illness Waiver of Surrender Charges Rider; WAITING PERIOD: 1 Year; MAXIMUM BENEFIT: 100% of Account Value.

Market Value Adjustment Rider

Individual Retirement Account Endorsement

Roth Individual Retirement Account Endorsement

# **CONTRACT TERMS AND CONDITIONS**

# PERSONS NAMED IN THE CONTRACT

# AMERICAN SAVINGS LIFE INSURANCE COMPANY

A stock life insurance company, herein called "We" "Us" or "Our".

# NATURAL PERSON

A living person that is treated as an individual for federal income tax purposes under the internal revenue code.

#### OWNER

Also called "You" and "Your" in this Contract. The Owner(s) must be a Natural Person(s), a trust, or any other Legal Entity approved by the Company. The Owner(s) is named in the Contract Specifications page unless You subsequently change the Owner designation.

The Owner may exercise all rights stated in this Contract subject to the rights of any Irrevocable Beneficiary(ies).

An Irrevocable Beneficiary cannot be changed without the consent of the Irrevocable Beneficiary.

As the Owner, You have the right to: (a.) Name a different Owner; (b.) Assign Your interest in the Contract to another person; (c.) Name or change the Beneficiary(ies); (d.) Withdraw money from Your annuity; (e.) Select an Annuity Payment Option and specify its start date; (f.) Receive the Annuity Payments once the Annuity Payment Option has been established; (g.) Direct that Annuity Payments should be made to another person or entity; and (h.) Surrender Your annuity and receive the Account Value subject to Surrender Charges, prior partial Surrenders and taxes, if applicable.

**Joint Owner(s):** If more than one Owner is named in the Application, each Owner shall share an undivided interest in the entire Contract as joint tenants with rights of survivorship. When there is more than one Owner, the Company will honor only those requests which are executed by every Owner. All references to Owner throughout this Contract shall be construed to include all Owners, unless otherwise indicated in the Contract.

**Trust Owner:** If the Owner is a trust, the Company may deal with the trustee according to the terms of this Contract. The trust agreement will not operate to waive or alter any part of this Contract. The trustee, not the Company, will be liable for disposition of any money paid to such trust. Ownership by a trust may have federal tax consequences.

**Change of Owner:** You may change the Owner during Your lifetime. Any new Owner, if a natural person, must be between the ages of 18 and 95. This change must be received and recorded by the Company at Our Home Office. Any changes in owner designation, unless otherwise specified by the owner, shall take effect on the date the notice of change is signed by the owner, subject to any payments made or actions taken by the company prior to receipt of this notice. A change of Owner may have federal tax consequences.

# ANNUITANT

The person on whose life Annuity Payments are based. You cannot change the Annuitant, except as provided by the provisions of this contract.

**Change of Annuitant:** An Annuitant may only be changed prior to the Annuity Date as follows: (a.) An Owner(s) who is a Natural Person may change the Annuitant upon the death of an Annuitant who is not the Owner; or (b.) An Owner(s) who is a Natural Person and who is not the Annuitant may designate himself or herself the Annuitant; however, (c.) If the Owner(s) is not a Natural Person, the Annuitant may not be changed.

Any change of the Annuitant is subject to the Company's administrative guidelines in effect at the time the change is requested, including administrative guidelines regarding the age of the Annuitant. The Company assumes no liability for federal income tax purposes for any change of Annuitant.

#### PAYEE

The Owner or the person or entity the Owner designates to receive Annuity Payments.

The Payee receives the Annuity Payments under this contract. The Owner may change the Payee by submitting a Written Request. Unless the Owner specifies otherwise in the Written Request, the change will take effect on the date the Owner signed the Written Request. We are not liable for any payments we make or actions taken by us before we receive the Owner's Written Request.

#### BENEFICIARY

The person(s) or entity to which the Company will pay a Death Benefit if the Owner dies before an Annuity Payment Option has started. The Beneficiary is named in the Application, unless You subsequently change the Beneficiary designation.

If no Beneficiary is designated or if no Beneficiary survives the Owner, We will pay the Owner's estate.

Upon the death of a Joint Owner, the surviving Joint Owner(s), if any, will be treated as the Primary Beneficiary unless the Joint Owners have notified the Company 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 the Owner's death will be treated as a Contingent Beneficiary.

**Primary Beneficiary:** The Primary Beneficiary(ies) is the living person(s) or entity who is first entitled to receive Death Benefits.

**Contingent Beneficiary:** The Contingent Beneficiary(ies) is entitled to receive Death Benefits under this Contract if the Primary Beneficiary(ies) is no longer a living person when the Death Benefit becomes payable.

**Change of Beneficiary:** You may change the Beneficiary designation during Your lifetime. The change of beneficiary is effective only if the Owner is living at the time we receive the request for change. The change will take effect as of the date the signed by the owner, unless otherwise specified by the owner, subject to any payments made or actions taken by the company prior to receipt of this notice.

An Irrevocable Beneficiary cannot be changed without the consent of the Irrevocable Beneficiary.

# **IMPORTANT VALUES OF YOUR ANNUITY**

# CALCULATIONS

We have filed a statement with the Interstate Insurance Product Regulation Committee (IIPRC) that shows the method used to calculate the values and benefits of this contract. The Account Value, Surrender Value, Death Benefit, and Minimum Guaranteed Surrender Value are not less than the minimum benefits required by the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, model # 805. The minimum Nonforfeiture Interest Rate will not be less than the rate prescribed by law of the state in which the contract is delivered or issued for delivery.

#### PREMIUM

The Premium is the money paid for this Contract, as stated in the Contract Specifications, on the Contract Date.

#### ACCOUNT VALUE

The account value is equal to the single premium minus partial withdrawals, including any associated surrender charges, accumulated with interest at the declared crediting rate.

#### MINIMUM ACCOUNT VALUE

To keep this contract in force, your Account Value must be equal to or greater than the Minimum Account Value. If, at any time, the Account Value falls below the Minimum Account Value, we have the right to terminate the contract and pay the remaining Surrender Value without any surrender charges and without any negative Market Value Adjustment. This amount is shown on the Data Page.

# CONTRACT YEAR

Each 12-month period starting on the Issue Date and each anniversary of the Issue Date thereafter, while this contract is in force.

#### **RENEWAL WINDOW**

The 30-day period immediately following the end of a Guaranteed Interest Term.

#### **GUARANTEED INTEREST TERM**

A term of time exceeding one year for which the interest rate to be credited to the Account Value is guaranteed. The Initial Guaranteed Interest Term is shown on the Contract Specifications and Data Page.

#### MINIMUM GUARANTEED INTEREST RATE

The Minimum Guaranteed Interest Rate is the minimum effective annual interest rate which the Company guarantees will apply during any rate periods. The Minimum Guaranteed Interest Rate is stated in the Contract Specifications page. The Company may, at its discretion, declare a renewal interest rate in excess of the Minimum Guaranteed Interest Rate.

#### **INTEREST CREDITING**

All interest rates are expressed as annual effective rates of interest. Interest is credited daily and compounded annually.

The interest rate for the initial Guaranteed Interest Term is shown in the Date Pages. Subsequent interest rates may be higher or lower than the Initial Guaranteed Interest Rate but will never be less than the Minimum Guaranteed Interest Rate.

# END OF A GUARANTEED INTEREST TERM

We will send the Owner a Renewal Notice during the 30-day period following the expiration of the Guaranteed Interest Term (Renewal Window), the Owner may elect to continue this contract for another Guaranteed Interest Term or for a one-year interest rate guarantee period at the rates currently in effect by sending Us Written Notice.

If we do not receive Written Notice of your election within the Renewal Window, the contract will continue under the default option identified in the Renewal Notice.

If this contract is continued for another Guaranteed Interest Term, the next Guaranteed Interest Term will begin on the first day of the Renewal Window and the Surrender Charge schedule will be reset based on this date. During the Renewal Window, the Owner may withdraw some of all of the Account Value with no Surrender Charge. If the entire Account Value is withdrawn during a Renewal Window, We will compute the surrender value as though You had elected to continue the contract for a one-year interest rate guarantee period.

If this contract is continued for a one-year interest rate guaranteed period, Surrender Charges will no longer apply, and the one-year interest rate guarantee period will automatically renew each year at the rates currently in effect.

#### TAXES

The Company may deduct from the Account Value any premium or other taxes payable to a state or other government entity. Should the Company advance any amount so due, the Company will not waive any right to collect such amounts at a later date. The Company will deduct any withholding taxes required by applicable law.

# SURRENDER PROVISIONS

#### SURRENDERS

The voluntary termination of the entire contract in exchange for the Surrender Value.

The Owner may Surrender this contract for its Surrender Value by submitting a Written Request. Subject to the approval by the Commissioner of Insurance of our domiciliary state, we may defer payment of the Surrender Value for up to six months.

Before an Annuity Option begins, the Owner may surrender this Contract for its Surrender Value or the Owner may make partial Surrenders of the Account Value, until the earlier of: (a.) the Maturity Date; (b.) the death of any Owner; or (c.) the death of any Annuitant (if the Owner is not a Natural Person.)

On partial withdrawals/surrenders, interest is withdrawn before the Premium. The partial withdrawal/surrender must equal or be greater than the minimum partial withdrawal/surrender stated in the Contract Specifications page. If any partial withdrawal/surrender reduces the account value to less than the minimum account value shown in the Contract Specifications, We will treat the request as a surrender of the entire account value. On full surrender, this contract terminates.

# **ANNUITY PAYMENT PROVISIONS**

#### **INCOME DATE**

The date that annuity payments begin under an Annuity Payment Option.

# MATURITY DATE

The Maturity Date is stated in the Contract Specifications page. If, on the Maturity Date, Your Contract is in force and the Annuitant is living, the Company will pay an Annuity Payment to You. If, on the Maturity Date, the Annuitized Value is less than the Minimum Annuitized Value stated in the Contract Specifications page, the Company will pay you the Account Value in a lump sum. The Owner must elect an Annuity Payment Option at least 30 days prior to the Maturity Date. If an Annuity Payment Option is not chosen prior to the Maturity Date, payments will commence on the Maturity Date under the Annuity Payment Option providing an annuity with payments guaranteed for ten years certain and life thereafter, unless otherwise provide under the Internal Revenue Code. All choices are changes must be in writing in a form acceptable to the Company.

You may elect to begin receiving annuity payments on an Income Date prior to the Maturity Date in accordance with the terms of this contract.

#### **ANNUITY PAYMENT**

One of a series of payments based on the Annuity Payment Option chosen.

#### **ANNUITY PAYOUT**

Surrender and death benefit proceeds may be applied to an Annuity Payment Option subject to the Minimum Annuitized Value.

#### ANNUITY PAYMENT OPTIONS

The Owner may choose any of the following Payment Options by submitting a Written Request. You may also choose how often payments are received. Other options for payment will be considered upon submission of a Written Request. Payment Options may not be elected after the Income Date. We reserve the right to modify the payment frequency so that each payment will be at least the Minimum Withdrawal amount indicated on the Data Page.

Annuity payments will never be less than those that would be provided by using the Surrender Value to purchase a Single Premium Immediate Annuity at purchase rates available at that time to the same class of Annuitants. Guaranteed annuity payments will be based on: (a) the Payment Plan Mortality Table described in the Data Page; (b) the Payment Plan Interest Rate shown on the Data Page; (c) the Age and sex of the Annuitant(s); and (d) the terms of the Payment Option selected.

The Annuity Payment Options include:

(a.) Period Certain Payments - Equal payments for a fixed period, as indicated on the Data Page.

(b.) Life Annuity - Payments will be made for the life of the Annuitant with no period certain;

(c.) Life Annuity with Period Certain -Payments will be made for the life of the Annuitant with a period certain as indicated on the Data Page; and

(d.) Other options offered by the Company.

# **DEATH BENEFIT PROVISIONS**

#### **DEATH BENEFIT**

The Death Benefit equals the Cash Surrender Value on the date of the Owner's death.

#### DEATH OF ANNUITANT BEFORE MATURITY/INCOME DATE

If the Owner is a Natural Person, You shall designate a new Annuitant upon the death of an Annuitant who is not an Owner. If no designation is made within 30 days of the death, the Owner will become the Annuitant. If there

are Co-Owners, the youngest Owner will become the Annuitant. The Company assumes no liability for federal income tax purposes for any change of Annuitant.

If the Owner is not a Natural Person, the death of the Annuitant will be treated as the death of the Owner and the Death Benefit will be paid to the Beneficiary (ies).

# DEATH OF OWNER BEFORE MATURITY/INCOME DATE

The Death Benefit will be paid to the Beneficiary (ies) upon the death of any Owner before an Annuity Payment Option begins. If the Owner's Spouse is the sole Primary Beneficiary, there is an important exception, which is explained in this section of Your Contract.

The Death Benefit will be paid:

(a.) In a single sum paid within five years of the date of death; or

(b.) Under any of the Annuity Payment Options described in the Annuity Payment Options provision. In this case, the Beneficiary functions as the Owner and Annuitant and may choose a new Beneficiary. The Annuity Payments must start no later than one year after the date of death. In addition, the Annuity Payments must be over a period that does not exceed the life or life expectancy of the Beneficiary(ies) functioning as the Owner and the Annuitant. Annuity Payment Options are available only if that Beneficiary is a Natural Person.

# **SPOUSAL CONTINUATION**

If the Owner's spouse is the sole Primary Beneficiary, upon the death of the Owner, the Surviving Spouse may elect to continue this contract as the new Owner and Annuitant. This spousal continuation option may only be used once.

# DEATH OF ANNUITANT ON OR AFTER MATURITY/INCOME DATE

If the Annuitant dies while payments are being made under an Annuity Payment Option, those payments will end unless the Annuity Payment Option chosen calls for payments to continue after the Annuitant's death.

# DEATH OF OWNER ON OR AFTER MATURITY/INCOME DATE

If an Owner dies on or after the Maturity/Income Date, the surviving Joint Owner will assume full Ownership of this contract. If there is no surviving Joint Owner, the named Beneficiary(ies) will assume Ownership of this contract.

In any event, distributions upon the death of any Owner will be made at least as rapidly as under the Annuity Payment Option being used as of the date of the Owner's death.

# DEATH OF A BENEFICIARY

Unless otherwise provided, if a Beneficiary dies before the Owner, that Beneficiary's interest in the Death Benefit less surrender charges, if any, as stated on the Specifications Page, will pass to the surviving Beneficiary(ies).

In the event that a Beneficiary does not survive the Owner for 15 days, or a timer period otherwise as governed by state law, such Beneficiary will be considered as predeceasing the Owner and the interest(s) in the Death Benefit less surrender charges if any will be distributed to the surviving Beneficiary(ies), otherwise to You, if living, Your estate or legal successors.

If more than one Beneficiary survives the Owner, the Death Benefit less surrender charges, if any, as stated on the Specification Page, will be divided equally among the surviving Beneficiaries unless otherwise provided by the Owner.

#### NOTIFICATION OF DEATH

We must be promptly notified of the death of any Owner, Annuitant, or Payee. The contract requires that due

proof of the death of the measuring life will consist of (a) a certified copy of the death certificate of the insured, or other lawful evidence providing equivalent information; (b) each claimant's completed claim form; and (c) proof of the claimant's interest in the proceeds, including proof of identity.

# **INTEREST ON DEATH BENEFIT**

Death benefits will include interest that shall accrue and be payable from the date of death. Interest shall accrue at a rate or rates applicable to the contract for funds left on deposit, or if the company has not established a rate for funds left on deposit, at the Two-Year Treasury Constant Maturity Rate as published by the Federal Reserve. In determining the effective annual rate or rates, the company shall use the rate in effect on the date of death.

Additional interest will accrue at a rate of 10% annually beginning with the date that is 31 calendar days from the latest of:

- The date that due proof of death is received by the company;
- The date the company receives sufficient information to determine its liability, the extent of the liability, and the appropriate payee legally entitled to the proceeds; and
- The date that legal impediments to payment of proceeds that depend on the action of parties other than the company are resolved and sufficient evidence of the same is provided to the company. Legal impediments to payment include, but are not limited to:

a) the establishment of guardianships and conservatorships;

- b) the appointment and qualification of trustees, executors, and administrators; and
- c) the submission of information required to satisfy state and federal reporting requirements.

# GENERAL PROVISIONS

#### **ANNUAL STATEMENT OF VALUES REPORT**

At least once each Contract Year and without charge, The Company will send a statement with information regarding this contract, including the Account Value and other information as required under state or federal law, to the Owner's last address of record. Additional status reports will be made available to the owner upon request at no additional cost.

The report shall contain at least the following information:

- a) The beginning and end dates of the current report period;
- b) The account value at the beginning of the current report period and at the end of the current report period;
- c) The amounts that have been credited or debited to the account value during the current report period;
- d) The cash surrender value, if any, at the end of the current report period; and
- e) The amount of outstanding loans, if any, at the end of the current report period; and
- f) The amount of the death benefit at the end of the current report period.

#### **ENTIRE CONTRACT**

This Contract, any Riders or endorsements and the Application, a copy of which is attached and made a part of this Contract, form the entire Contract. All statements made while applying for this Contract, will, in the absence of fraud, be deemed representations and not warranties. No such statement will void this Contract nor be used to defend a claim unless it is contained in such Application.

Only an Officer of the Company has the authority to change or waive any provision of this Contract. Both parties must agree to the change. Any changes must be made in writing.

#### INCONTESTABILITY

Except in the case of fraud, when permitted by applicable state law, we will not contest this contract after it has been in force during the Owner's lifetime for two years from the Issue Date. Any contest will be based on the attached application and the risk we assumed.

#### MISSTATEMENT OF AGE OR SEX

If the age or sex of the Annuitant has been misstated, the amount payable under this Contract will be the amount which the Premium paid would have purchased for the correct age or sex.

If Annuity Payments have begun, any underpayment that may have been made will be paid in full with the next Annuity Payment. Unless repaid to Us in one sum, any overpayment or underpayment amount, with interest at the rate of as stated in the Data Page, may be charged against the current or next succeeding payments to be made by Us under this Contract.

#### NOTIFICATION OF DEATH

You must promptly notify us of the death of any Owner, Annuitant, or Payee. We may recover any overpayments that may result from the failure to promptly notify us of any such death from the person who received the payment.

# NONPARTICIPATING

This Contract is Nonparticipating and will not share in the surplus earnings of the Company.

#### DISTRIBUTIONS

Any monies payable under this Contract shall be paid in United States currency.

#### **CONTRACT ASSIGNMENT**

The Owner may assign this Contract in writing at any time before it is surrendered, Annuity Payments begin, or a Death Benefit becomes payable. Any such assignment, unless otherwise specified by the owner, shall take effect on the date the notice of assignment is signed, subject to any payments made or actions taken by the company prior to receipt of this notice. The Company assumes no liability for the validity of any assignment and may rely solely on the assignee's statement as to his or her interest.

We are not liable for any payments made or actions taken by us prior to receiving the Written Request. Assignments may result in adverse tax consequences. Please consult a tax advisor. If the Beneficiary designation in effect is irrevocable, the Beneficiary must also sign the Written Request.

# COLLATERAL ASSIGNMENTS

The Owner may assign this Contract as collateral at any time. Any such assignment, unless otherwise specified by the owner, shall take effect on the date the notice of assignment is signed, subject to any payments made or actions taken by the company prior to receipt of this notice. The Company assumes no liability for the validity of any assignment and may rely solely on the assignee's statement as to his or her interest. Such assignment will not be deemed a transfer of ownership within the meaning of this Contract.

#### **CONFORMITY WITH LAWS**

If any provision of this Contract is contrary to any law to which it is subject, such provision is amended to conform to such law. In particular, if there is any conflict between Section 72 of the Internal Revenue Code and the terms of this Contract, Section 72 will apply so as to maintain the treatment of this Contract as an annuity under the Internal Revenue Code. A legal cause of action related to the contract shall comply with the laws of the state where the contract was delivered or issued for delivery.

# **CONFORMITY WITH STANDARDS**

This contract was approved under the authority of the Interstate Insurance Product Regulation Commission (IIPRC) and issued under the Commission standards. Any provision of the contract that on the provision's effective date is in conflict with the applicable Interstate Insurance Product Regulation Commission (IIPRC) standards for this product type in effect as of the provision's effective date of Commission, contract approve is hereby amended to conform to the Interstate Insurance Product Regulation Commission standards in effect as of the provision's effective date of Commission standards in effect as of the provision's effective date of Commission standards in effect as of the provision's effective date of Commission standards in effect as of the provision's effective date of Commission standards in effect as of the provision's effective date of Commission standards in effect as of the provision's effective date of Commission standards in effect as of the provision's effective date of Commission standards in effect as of the provision's effective date of Commission standards in effect as of the provision's effective date of Commission standards in effect as of the provision's effective date of Commission standards in effect as of the provision's effective date of Commission contract approval.

#### INTERNAL REVENUE CODE EFFECT

The contract is intended to comply with the requirements of the Internal Revenue Code, as amended, and all applicable tax laws and regulations issued thereunder (IRC). In the event of any conflict between the contract and the IRC, the IRC will govern in order to maintain treatment of the contract as an annuity under the IRC.

# **QUALIFIED CONTRACT**

- a) A contract that qualifies under the Internal Revenue Code as an individual retirement annuity ("IRA"); or
- b) A contract purchased with funds from a retirement plan that meets the requirements of Internal Revenue Code sections 401(a), 403(a), 403(b); or
- c) Certain deferred compensation plans under section 457.

If this contract is a Qualified Contract, we will attach a rider or endorsement to this contract to establish that it is a Qualified Contract. In addition, if this contract is a Qualified Contract, certain provisions required by the Internal Revenue Code, the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and/or other applicable law may limit the Owner's rights under this contract.

# **REQUIRED MINIMUM DISTRIBUTION**

The required distribution for this contract is calculated according to the Internal Revenue Code for certain tax qualified plans.

#### LIABILITY OF THE COMPANY

We will not incur any liability or be responsible for any failure, in whole or in part, by the Owner to comply with the provisions set forth in the Internal Revenue Code or any other law(s).

# **CONTRACT TERMINATION**

This contract terminates upon the occurrence of the first of the following events: (1) When a Payment Option is fully distributed; (2) Full Surrender of the contract; or (3) The date Death Benefits are paid.