

State: District of Columbia **Filing Company:** S.USA Life Insurance Company, Inc.
TOI/Sub-TOI: A07I Individual Annuities - Special/A07I.001 Equity Indexed
Product Name: S. USA-SPDIA-Contract/App/Riders
Project Name/Number: /

Filing at a Glance

Company: S.USA Life Insurance Company, Inc.
Product Name: S. USA-SPDIA-Contract/App/Riders
State: District of Columbia
TOI: A07I Individual Annuities - Special
Sub-TOI: A07I.001 Equity Indexed
Filing Type: Form
Date Submitted: 11/21/2016
SERFF Tr Num: SBLU-130816857
SERFF Status: Submitted to State
State Tr Num:
State Status:
Co Tr Num: FIAPUEDC16
Implementation: On Approval
Date Requested:
Author(s): Lauren Regnery, Andrea Hollifield, Robert Hanebuth, Jane Neal, Kathy Nangle, Jill McMullen, Jenn Meyers
Reviewer(s):
Disposition Date:
Disposition Status:
Implementation Date:

State: District of Columbia **Filing Company:** S.USA Life Insurance Company, Inc.
TOI/Sub-TOI: A071 Individual Annuities - Special/A071.001 Equity Indexed
Product Name: S. USA-SPDIA-Contract/App/Riders
Project Name/Number: /

General Information

Project Name: Status of Filing in Domicile: Pending
 Project Number: 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: 11/21/2016
 State Status Changed:
 Deemer Date: Created By: Lauren Regnery
 Submitted By: Lauren Regnery Corresponding Filing Tracking Number:

Filing Description:

Individual Single Premium Deferred Annuity
 RE:FIAPUEDC16, Single Premium Deferred Annuity – Contract
 FIMPUEDC16, Single Premium Deferred Annuity - Contract
 U-APPFIAEDC16, Individual Fixed/Index Annuity - Application

McHugh Consulting Resources, Inc. has been requested to file the enclosed forms on behalf of S. USA Life Insurance Company, Inc. We have provided an authorization letter for your files.

We are submitting these new forms for your review and approval. They are not intended to replace any previously approved forms. The forms do not contain any unusual or controversial items from normal company or industry standards and are intended to comply with the laws, rules, bulletins and published guidelines applicable to these forms.

Variable material for the submitted forms is denoted with brackets and may vary as described in the Memorandums of Variable Material. No change to variable material will be made which will be in conflict with the laws of your state. In addition, no change to variable material will be made which in any way expands the scope of the item being changed. The use of variability in the enclosed forms will be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Contract FIAPUEDC16 and FIMPUEDC16 will be issued on a sex-distinct basis and will not be issued in any employer-employee situation subject to the Norris decision and/or Title VII of the Civil Rights Act of 1964.

Contract FIAPUEDC16 is an individual, non-participating, single-premium deferred annuity with fixed and indexed account. The fixed account credits interest at a fixed rate, while the indexed accounts credit interest based on an external index. The guarantee minimum interest rate is guaranteed for the lifetime of the contract and will not change. A withdrawal charge will apply during the Withdrawal Charge Period, which may be 5,7 or 9 years.

Contract FIMPUEDC16 is an individual, non-participating, single-premium deferred annuity with fixed and indexed accounts and a Market Value Adjustment ("MVA"). The fixed account credits interest at a fixed rate, while the indexed accounts credit interest based on an external index. The guarantee minimum interest rate is guaranteed for the lifetime of the contract and will not change. A withdrawal charge and a market value adjustment will apply during the Withdrawal Charge Period, which may be 5, 7 or 9 years.

A market value adjustment will apply during the initial Withdrawal Charge Period with the applicable formula which is being filed as part of this filing. An MVA is made when withdrawals are taken or the contract is surrendered at any time during the Withdrawal Charge Period. The MVA will not apply to the death benefit or when the contract is annuitized.

State: District of Columbia **Filing Company:** S.USA Life Insurance Company, Inc.
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The issue age range is 0-85 years for both contracts.

These products will be marketed through banks, PPGAs and with internal agents.

Application U-APPFIAEDC16 will be used and is submitted with this filing for review and approval. Currently this application will only be used in paper format. If, in the future, the company decides to use it either an electronic format or telephonic, we will file the procedures and necessary documentation with the Interstate Insurance Product Regulation Commission.

We are including in the filing required certifications and any other supporting documentation required for this type of filing.

Forms are submitted in final printed format and are subject only to minor modifications in paper stock, ink, and adaptation to computer printing.

Thank you for your attention to this filing. Please let us know if you have any questions or require additional information.

Company and Contact

Filing Contact Information

Michal Ryduchowski, VP, Product Development & Distribution	mryduchowski@sbliusa.com
460 West 34th Street	212-356-0386 [Phone]
Suite 800	
New York, NY 10001-2320	

Filing Company Information

S.USA Life Insurance Company, Inc.	CoCode: 60183	State of Domicile: Arizona
100 West 33rd Street	Group Code: 4764	Company Type:
Suite 1007	Group Name:	State ID Number:
New York, NY 10001	FEIN Number: 13-4144857	
(212) 356-0364 ext. [Phone]		

Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	

State: District of Columbia

Filing Company:

S.USA Life Insurance Company, Inc.

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

Product Name: S. USA-SPDIA-Contract/App/Riders

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Form Schedule

Lead Form Number: FIAPUEDC16

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		SINGLE PREMIUM DEFERRED ANNUITY CONTRACT	FIAPUEDC16	POL	Initial		63.000	DC SUSA SPDIA Non MVA 11.17.2016.pdf
2		SINGLE PREMIUM DEFERRED ANNUITY CONTRACT	FIMPUEDC16	POL	Initial		63.000	DC SUSA SPDIA MVA 11.17.2016.pdf
3		INDIVIDUAL FIXED / INDEXED ANNUITY APPLICATION	U-APPFIAEDC16	POLA	Initial		63.000	U-APPFIAEDC16 11.17.2016.pdf

Form Type Legend:

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



S.USA Life Insurance Company, Inc.

SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

In this Contract, the words "You" or "Your" refer to the Owner(s) of this Contract. The words "We", "Our" or "Us" refer to the S.USA Life Insurance Company, Inc.

This is a legal Contract between You and Us, please read it carefully.

THIS CONTRACT is issued in consideration of the attached application and payment of the Single Premium shown on the Contract Data Pages.

EXAMINE YOUR CONTRACT. We want You to understand it and be satisfied. **PLEASE READ IT CAREFULLY.**

RIGHT TO CANCEL. If for any reason You are not satisfied with this Contract, You may cancel it by returning the Contract to any of Our offices or one of Our authorized representatives within thirty (30) days after the date it is delivered to You. The date You surrender this Contract will be the date this Contract was mailed to Us or the date You delivered it to Us or one of Our authorized representatives. This Contract shall then be void from the Contract Date and We will refund the single premium paid, less any amount the Owner has already received. After the relevant Right to Cancel time period has expired, cancellation may result in substantial penalties known as a Withdrawal Charge.

WE WILL PAY the benefits of this Contract in accordance with its provisions. If this Contract is in force and the Annuitant is living on the Maturity Date, the Accumulation Value will be applied to provide annuity benefits, as described in the Benefits Section.

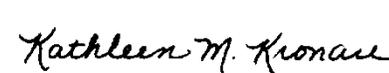
**INDIVIDUAL SINGLE PREMIUM DEFERRED ANNUITY
HAS FIXED AND INDEXED ACCOUNT(S)
HAS INTEREST CREDITED BASED ON THE VALUE OF AN EQUITY INDEX (EXCLUDING DIVIDENDS)
THE CONTRACT DOES NOT DIRECTLY PARTICIPATE IN ANY STOCK, BOND OR EQUITY INVESTMENTS
INCOME PAYABLE STARTING ON MATURITY DATE
MATURITY DATE MAY BE CHANGED BY THE OWNER AT ANY TIME BEFORE ANNUITY PAYMENTS BEGIN
DEATH BENEFIT PAYABLE UPON DEATH OF OWNER PRIOR TO MATURITY DATE
NON-PARTICIPATING
OPTIONS FOR PAYMENT OF PROCEEDS**

IMPORTANT: YOU HAVE PURCHASED AN ANNUITY CONTRACT. PLEASE CAREFULLY REVIEW IT FOR LIMITATIONS. THIS CONTRACT CONTAINS WITHDRAWAL CHARGES DURING THE WITHDRAWAL CHARGE PERIOD. ONE FREE PARTIAL WITHDRAWAL OF UP TO 10% OF THE ACCUMULATION VALUE AS OF THE LAST CONTRACT ANNIVERSARY WILL BE PERMITTED IN EACH CONTRACT YEAR. WITHDRAWAL CHARGES DO NOT APPLY TO THE FREE PARTIAL WITHDRAWAL AMOUNT.

SIGNED for Us by:



[President & CEO]



[Secretary]

S.USA Life Insurance Company, Inc.
[P. O. Box 1050, Newark, NJ 07101-1050]
[Toll Free: 1-866-SUSA-123 (1-866-787-2123)] [www.susa.com]

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1. Contract Data
2. Definitions
3. General Provisions
4. Contract Ownership
5. Contract Value
6. Benefits
7. Beneficiary
8. Payment Options

1. CONTRACT DATA

PLAN TYPE: [NON-QUALIFIED] CONTRACT

ANNUITANT: [JOHN DOE]

CONTRACT DATE: [10/01/2016]

ANNUITANT'S AGE
AND GENDER: [35 MALE]

MATURITY DATE: [10/1/2081]

OWNER: [JOHN SMITH]

[JOINT OWNER:] [JANE SMITH]

CONTRACT NUMBER: [920002405]

SINGLE PREMIUM: [\$100,000]

LIFETIME GUARANTEED MINIMUM INTEREST RATE: [1.00%]

The Lifetime Guaranteed Minimum Interest Rate applies to the Fixed Interest Account.

NONFORFEITURE RATE: [1.00%]

EXPENSE LOAD: [12.50%]

MAXIMUM FREE PARTIAL WITHDRAWAL PERCENTAGE PER YEAR: 10.00% of the Accumulation Value*
* Accumulation Value determined as of the most recent Contract Anniversary Date

WITHDRAWAL CHARGE PERIOD: [5] Years

WITHDRAWAL CHARGE: The Withdrawal Charge shall be as follows:

CONTRACT YEAR:	1	2	3	4	5	[6]	[7]	[8]	[9]	[10+]
WITHDRAWAL CHARGE	9%	8%	7%	6%	5%	[4%]	[3%]	[2%]	[1%]	[0%]

1. CONTRACT DATA (continued)

PLAN TYPE: [NON-QUALIFIED] CONTRACT

FIXED INTEREST ACCOUNT

Initial Fixed Interest Account Allocation Percentage:	[50%]
Initial Fixed Interest Account Value:	[50,000.00]
Initial Fixed Interest Rate:	[2.00%]
Initial Fixed Interest Rate Guarantee Period:	[1 YEAR]
Subsequent Fixed Interest Rate Guarantee Period:	[1 YEAR]

Fixed Interest

The Company will declare a Fixed Interest Rate, set at the Company's discretion, for each Fixed Interest Rate Guarantee Period. If no Fixed Interest Rate is declared for a Fixed Interest Rate Guarantee Period, the Fixed Interest Rate will be the Fixed Interest Rate last declared by the Company. Subsequent Fixed Interest Rates may be higher or lower than the Initial Fixed Interest Rate, but will never be less than the Lifetime Guaranteed Minimum Interest Rate.

ANNUAL PERFORMANCE TRIGGERED INDEXED ACCOUNT

Initial Performance Triggered Indexed Account Allocation Percentage:	[40%]
Initial Performance Triggered Indexed Account Value:	[40,000.00]
Index (Excluding dividend income):	S&P 500®*
Index Value on the Contract Date:	[800.00]
Initial Indexed Term:	[1 YEAR]
Subsequent Indexed Term:	[1 YEAR]
Initial Specified Rate:	[4.00%]
Guaranteed Minimum Specified Rate:	[0.25%]

Indexed interest excludes any dividends that may be paid.

Allocation to the Annual Performance Triggered Indexed Account

Initial allocation is made on the Contract Date and subsequent reallocations into or out of the Annual Performance Triggered Indexed Account can only be made at the beginning of an Indexed Term. The Initial Indexed Term for the Annual Performance Triggered Indexed Account begins on the Contract Date. Subsequent Indexed Terms are consecutive and begin on Contract Anniversary following the end of the previous Indexed Term. The length of the Indexed Term is shown above.

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1. CONTRACT DATA (continued)

PLAN TYPE: [NON-QUALIFIED] CONTRACT

Indexed Interest

Indexed interest is credited at the end of an Indexed Term. Deductions for any Partial Withdrawals, Withdrawal Charges on any Partial Withdrawals, and Premium Taxes during an Indexed Term receive no indexed interest for the Indexed Term in which the deduction occurs. The amount of indexed interest credited at the end of an Indexed Term equals the Indexed Credit Percentage times the Indexed Account Value immediately preceding the end of the Indexed Term.

The Indexed Credit Percentage for an Indexed Term equals:

1. The Specified Rate for the Indexed Term, if the Index Value at the end of the Indexed Term is equal to or greater than the Index Value at the beginning of the Indexed Term; or
2. 0.00%, if the Index Value at the end of the Indexed Term is less than the Index Value at the beginning of the Indexed Term.

The Indexed Credit Percentage will never be less than 0.00%.

Specified Rate

The Specified Rate is a percentage rate that will be declared by the Company, at its discretion, prior to the beginning of an Indexed Term. The initial Specified Rate applies to the Initial Indexed Term. Subsequent Specified Rates may be higher or lower than the initial Specified Rate, but will never be lower than the Guaranteed Minimum Specified Rate. Subsequent Specified Rates may differ from the Specified Rate used for new contracts or for other contracts issued at different times. The Company will declare the Specified Rates on a basis which does not discriminate unfairly within any class of contracts.

1-YEAR POINT-TO-POINT INDEXED ACCOUNT (1YR P2P/CAP)

Initial P2P Indexed Account Allocation Percentage:	[10%]
Initial P2P Indexed Account Value:	[10,000.00]
Index (Excluding dividend income):	S&P 500®*
Index Value on the Contract Date:	[800.00]
Initial Indexed Term:	[1 YEAR]
Subsequent Indexed Term:	[1 YEAR]
Initial Indexed Interest Cap:	[5.00%]
Guaranteed Minimum Indexed Interest Cap:	[0.25%]

Indexed interest excludes any dividends that may be paid.

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1. CONTRACT DATA (continued)

PLAN TYPE: [NON-QUALIFIED] CONTRACT

Allocation to 1-Year Point-to-Point Indexed Account

Initial allocation is made on the Contract Date and subsequent reallocations into or out of the 1-Year Point-to-Point Indexed Account can only be made at the beginning of an Indexed Term. The Initial Indexed Term for the 1-Year Point-to-Point Indexed Account begins on the Contract Date. Subsequent Indexed Terms are consecutive and begin on the Contract Anniversary following the end of previous Indexed Term. The length of the Indexed Terms is shown above.

Indexed Interest

Indexed interest is credited at the end of an Indexed Term. Deductions for any Partial Withdrawals, Withdrawal Charges on any Partial Withdrawals, and Premium Taxes during an Indexed Term receive no indexed interest for the Indexed Term in which the deduction occurs. The amount of indexed interest credited at the end of an Indexed Term equals the Indexed Credit Percentage times the Indexed Account Value immediately preceding the end of the Indexed Term.

The Indexed Credit Percentage for an Indexed Term equals the lesser of:

1. The Indexed Growth Percentage for the Indexed Term; or
2. The indexed Interest Cap, if any, for the Indexed Term.

The Indexed Growth Percentage for an Indexed Term equals the percentage increase, if any, in the Index Value at the end of the Indexed Term over the Index Value as of the beginning of the Indexed Term.

The Indexed Credit Percentage will never be less than 0.00%.

Indexed Interest Cap

The Indexed Interest Cap is the maximum Indexed Credit Percentage that can be credited to the Indexed Account Value for an Indexed Term for which it is declared. The Company will declare, at its discretion, an Indexed Interest Cap for each Indexed Term. If no Indexed Interest Cap is declared for an Indexed Term, the Indexed Interest Cap will be the Indexed Interest Cap last declared by the Company. The Company will determine the Indexed Interest Cap on a basis that does not discriminate unfairly within any class of contracts. Subsequent Indexed Interest Caps may be higher or lower than the Initial Indexed Interest Cap, but will never be less than the Guaranteed Minimum Interest Cap shown above.

2. DEFINITIONS

Age: Age means age last birthday. In the case of Joint Owners, Age means the Age of the older of the Joint Owners.

Annuitant: The Annuitant is the person upon whose continuation of life any Payment Options involving life contingencies depends, and who is named on the Contract Data Pages. The Owner (in the case of Joint Owners, the Primary Owner) is the Annuitant unless another Annuitant is named in the application or in a written notice provided to Us.

Assignment: An Assignment is the transfer of some or all of the rights of the Owner (assignor) to another (assignee).

Beneficiary(ies): The Beneficiary(ies) is(are) the person(s) or entity(ies) named within Our records to receive the Death Benefits under this Contract (also known as Primary Beneficiary(ies)). Contingent Beneficiary(ies) is (are) the person(s) or entity(ies) named to receive the Death Benefit when the Primary Beneficiary(ies) is(are) dead.

Business Day: Business Day means each day for which the New York Stock Exchange is open for trading.

Contingent Payee: The Contingent Payee, if any, is the person named to receive annuity payments upon the death of the Payee.

Contract Date: The Contract Date of this Contract is the Contract Date shown on the Contract Data Pages. Each Contract Year begins on the same day and month of each year as the Contract Date. The first day of each Contract Year is a Contract Anniversary.

Expense Load: The Expense Load is the percentage by which the Single Premium paid is reduced to determine the Guaranteed Minimum Cash Surrender Value.

Joint Owner: If there is more than one Owner, each Owner shall be a Joint Owner of the Contract.

Maturity Date: The Maturity Date is the date on which annuity payments are to start. The Maturity Date shall be no later than the Contract Anniversary immediately following the Annuitant's 100th birthday. You may also select an earlier Maturity Date, which may be any time after 12 months from the Contract Date, by written notice provided to Us. The revised Maturity Date must be at least 10 days after our receipt of Your written notice.

Natural Person: Natural Person means a human being only and not a trust, a corporation, or any other legally recognized entity.

Nonforfeiture Rate: This rate is used to determine the minimum benefits required by the National Association of Insurance Commissioners' Standard Nonforfeiture Law for Individual Deferred Annuities, model #805, or as amended.

Owner: The Owner is the person or entity designated to exercise the rights and receive the benefits of Ownership. If Joint Owners are named, all references to Owner in this Contract shall mean the Joint Owners unless otherwise indicated. The Annuitant is the Primary Owner unless otherwise named in the application or later changed as provided in the Contract Ownership section.

Payee: The Payee is the person named to receive the annuity payments. The Owner is the Payee unless another Payee is named in a written notice provided to Us.

Payment Option: Payment Option refers to an option listed in the Payment Option section of this Contract.

Premium Tax: Premium Tax means the amount of tax, if any, imposed by a federal, state, local or other governmental entity on a Premium Payment or Accumulation Value. We may deduct a Premium Tax at the time this Contract is surrendered or on the date this Contract is annuitized. The amount of the deduction, if any, will be determined by the law in effect in the Issue State shown on the Contract Data Pages on the date the tax is deducted. Some states do not impose a Premium Tax.

Primary Owner: The Primary Owner is the oldest Owner listed on the application or later changed as provided in the Contract Ownership section.

3. GENERAL PROVISIONS

ENTIRE CONTRACT: The entire Contract consists of this Contract, any attached riders or endorsements, and the attached copy of the application. No agent is authorized to change this Contract or to change or waive any of its provisions. The terms of this Contract will not be modified unless such change or amendment is required to conform to applicable state or federal law. The rights and benefits provided by this Contract will not be reduced without the prior written consent of the Owner. Any such change will not be effective unless signed by one of Our authorized officers.

SECTION 72: In the event of any conflict between Section 72 of the Internal Revenue Code, as currently in force and as it may be subsequently amended, and the terms of this Contract, Section 72 will govern so as to maintain the treatment of this Contract as an annuity contract under the Internal Revenue Code. You will be notified of any change(s) by endorsement.

APPLICATION: In issuing this Contract, We have relied on the statements made in the application. All such statements made by or under the authority of the applicant are deemed to be representations and not warranties. We assume these statements are true and complete to the best of the knowledge and belief of those who made them. No statement made in connection with the application will be used by Us to contest the Contract unless that statement is a material misrepresentation and is a part of the application.

ANNUAL REPORT: We will send the Owner a report at least once a year. The report shall provide at least the following:

1. The beginning and end dates of the current report period.
2. The Accumulation Value at the beginning of the current report period and at the end of the current report period.
3. The amounts that have been added to or subtracted from the Accumulation Value during the current report period. These amounts will include interest credited, Partial Withdrawal, or if applicable, Withdrawal Charges applied during the report period.
4. The Cash Surrender Value, if any at the end of the current report period.
5. The death benefit at the end of the current reporting period.

You may request additional reports during the year. Any additional reports will be subject to a fee of \$25.00 per report.

INCONTESTABILITY: We will not contest this Contract after it has been in force during the lifetime of the Annuitant for two (2) years from the Contract Date.

PAYMENT OF PREMIUM: The premium is due on the Contract Date. The Contract is not in force until the Premium Payment has been paid during the Annuitant's lifetime.

MISSTATED AGE OR GENDER: This Contract is issued at the Annuitant's Age and for the gender shown on the Contract Data Pages. The Age shown is the Annuitant's Age as of the Annuitant's last birthday on or prior to the Contract Date.

We may require reasonable proof of the Age or gender of the Annuitant before making any annuity payment or Death Benefit payment. If the Age or gender of the Annuitant is not correct as shown, any amounts payable under this Contract will be what the premium paid would have purchased at the correct Age and gender.

If We pay too little or too much because the Annuitant's Age or gender was not correct as stated, We will increase or reduce a later payment or payments to adjust for the error. If any payments have begun, any underpayment that may have been made will be paid in full with the next payment. Any overpayments, unless repaid to Us in one sum, will be deducted from future payments otherwise due until We are repaid in full. In calculating the amount of underpayment or overpayment, interest will be included at 1%. If, at the time payments would normally end under this Contract, there is any amount payable by Us, it will be paid to the person who was receiving payments or that person's estate; any amount due Us at that point will be a claim against the person, or the estate of the person, who was overpaid.

3. GENERAL PROVISIONS (continued)

BASIS OF VALUES: All guaranteed cash values mentioned in this Contract are based on the guaranteed interest rates as described on the Contract Data Pages. We have filed a statement with the insurance official of the state where the Contract is delivered. It describes, in detail, the method We use to compute these cash values. Each value is at least as much as required by law.

Any paid-up annuity, cash surrender or Death Benefit payable under this Contract is not less than the minimum benefit required by law.

CONFORMITY WITH LAW: This Contract is subject to the state in which it is delivered along with any applicable federal laws. Any provision that is in conflict of such state or any federal law is amended to conform to the minimum requirements of such law.

ASSIGNMENT: While the Annuitant is living, You can assign the benefits of this Contract. If You do this, this limits Your rights to the cash value. It also limits the Beneficiary's rights to the Death Benefits. An Assignment does not change the Owner of this Contract.

An Assignment is not binding on Us until We receive a copy of it. We will not be responsible for the validity of any Assignment. The Assignment will take effect as of the date it is signed by You, subject to Our receipt of a copy of the signed Assignment and also subject to any payment We make or other action We take before receiving such Assignment. When paying proceeds, We will rely on what the assignee states as to the debt due for a collateral assignment.

NON-PARTICIPATION IN SURPLUS: We will not pay any dividends on this Contract. This Contract does not share in Our surplus.

4. CONTRACT OWNERSHIP

OWNER: In this Contract, the words "You" and "Your" refer to the Owner(s) of this Contract. As the Owner, You have all rights of ownership in this Contract while the Annuitant is living. These rights include the right to receive annuity payments or name a different Payee, on a form acceptable to Us, to receive these payments. To exercise these rights, You do not need the consent of any successor Owner or Beneficiary, or the Annuitant; however, these rights are subject to the terms of any irrevocable beneficiary designation or Assignment.

JOINT OWNER: This Contract may be owned by Joint Owners. Joint Owners shall have equal ownership rights and must both authorize any exercise of ownership rights.

CHANGE OF OWNERSHIP: By written notice signed by You and received by Us, You can change the Owner of this Contract from yourself to a new Owner. When this change takes effect, all rights of ownership in this Contract will pass to the new Owner.

The change will take effect as of the date the Owner signs the notice, subject to Our receipt of such notice and also subject to any payment We make or action We take before receiving such notice.

5. CONTRACT VALUE

ACCUMULATION VALUE: The initial Accumulation Value equals the Single Premium as shown on the Contract Data Pages. Otherwise, on any day on or before the Maturity Date, the Accumulation Value equals:

1. The Fixed Interest Account Value; plus
2. The sum of any Indexed Account Value(s).

Where the Fixed Interest Account Value equals:

1. The Fixed Interest Account Value at the beginning of the Contract Year; less
2. Any subsequent deductions for Partial Withdrawals (including any Withdrawal Charges on those Partial Withdrawals); plus
3. Any fixed interest credited by Us; plus
4. Any amounts transferred into the Fixed Interest Account on Contract Anniversaries due to reallocations; less
5. Any amounts transferred out of the Fixed Interest Account on Contract Anniversaries due to reallocations.

Where an Indexed Account Value equals:

1. The Indexed Account Value at the beginning of the Indexed Term; less
2. Any subsequent deductions for Partial Withdrawals (including any Withdrawal Charges on those Partial Withdrawals); plus
3. Any indexed interest credited by Us; plus
4. Any amounts transferred into the indexed account on Contract Anniversaries due to reallocations; less
5. Any amounts transferred out of the indexed account on Contract Anniversaries due to reallocations.

Deductions for Partial Withdrawals (including any Withdrawal Charges on those Partial Withdrawals) will be deducted from the Fixed Interest Account first, unless specified otherwise by You. Only after the Fixed Interest Account has been exhausted will any remaining Partial Withdrawals (including any Withdrawal Charges on those Partial Withdrawals) be deducted from the indexed account(s). Deductions from the indexed account(s) will be made proportionately based on the Indexed Account Values at the time of the deductions.

This Contract has no Accumulation Value after the Maturity Date.

INDEXED ACCOUNT(S): This Contract provides for one or more indexed accounts. Indexed account information is shown on the Contract Data Page(s). The Company reserves the right to add one or more indexed accounts. The Company reserves the right to withdraw an indexed account on a Contract Anniversary. We will notify You if an indexed account is added or withdrawn.

INDEX: The Index is the measure used to determine the indexed interest for a particular indexed account, which is shown on the Contract Data Pages.

DISCONTINUATION OF OR SUBSTANTIAL CHANGE TO AN INDEX: If an index is discontinued, or if an index calculation substantially changes, We will select an alternative index and notify You. Any substitution of an index is subject to approval by the insurance official of the state where the Contract was delivered.

INDEX VALUE: The Index Value is the published closing value of a particular index. The Initial Index Value on the Contract Date is shown on the Contract Data Pages. If an Index Value is not published for a particular day, then we will use the closing Index Value on the next day it is published.

5. CONTRACT VALUE (continued)

ACCOUNT ALLOCATION: You must specify the account allocation percentages that will be used to allocate the initial Accumulation Value between the Fixed Interest Account and any of the indexed account(s). The initial account allocation percentages are shown on the Contract Data Pages.

You may elect to reallocate among the available accounts upon Contract Anniversaries only. In order for the reallocation to take effect, We must receive Your reallocation request in writing on our form at least five (5) business days before the end of the Contract Year. The requested reallocation will be effective as of the Contract Anniversary.

If we receive a reallocation request from You in writing on our form at least five (5) business days before the end of the Contract Year, then the Accumulation Value will be allocated effective as of the Contract Anniversary to the Fixed Interest Account and indexed account(s) based on the account allocation percentages stated in your reallocation request. Account allocation percentages must be whole numbers and total 100%.

If we do not receive a reallocation request from You in writing on our form at least five (5) business days before the end of the Contract Year, then the amount of the Accumulation Value allocated to the Fixed Interest Account and indexed account(s) on the Contract Anniversary will equal their respective account values at the end of the preceding Contract Year.

If We withdraw an indexed account and we do not receive a reallocation request from You in writing on our form at least five (5) business days before the end of the Contract Year, then the entire account value of that indexed account will be reallocated to the Fixed Interest Account.

CASH SURRENDER VALUE: The Cash Surrender Value is equal to the Accumulation Value minus any applicable Withdrawal Charge and Premium Taxes, if any.

The amount of Your Accumulation Value is determined as of the date We receive Your request for surrender.

Guaranteed Minimum Cash Surrender Value: The Guaranteed Minimum Cash Surrender Value is equal to 87.5% of premium paid, less any prior Partial Withdrawals and related Withdrawal Charges and less deductions for any required Premium Tax, accumulated at the Nonforfeiture Rate to the date of death, Annuitization or Surrender.

WITHDRAWAL CHARGE: During the Withdrawal Charge Period, except as otherwise stated in this Contract, a Withdrawal Charge may be deducted if part or all of the Accumulation Value is withdrawn. The applicable Withdrawal Charge Percentage is shown on the Contract Data Pages. The amount of the charge depends on the Contract Year in which the transaction occurs and the amount of the transaction. The amount of the Withdrawal Charge is calculated by multiplying the Withdrawal Charge Percentage by the amount of the requested withdrawal at the time of withdrawal.

PENALTY FREE WITHDRAWAL: The first withdrawal from the Accumulation Value during the first Contract Year of up to 10% of the Single Premium is not subject to Withdrawal Charges. The first withdrawal from the Accumulation Value during each Contract Year after the first, of up to 10% of the Accumulation Value as of the end of the prior Contract Year, is not subject to Withdrawal Charges. The Withdrawal Charges shown on the Contract Data Pages apply to any amount withdrawn in excess of the 10% and to any subsequent withdrawals in that Contract Year. If the first withdrawal of the Contract Year is a Full Surrender, the 10% Penalty Free Withdrawal still applies. If the full Penalty Free Withdrawal amount is not taken during any Contract Year, it does not carry over into the next Contract Year.

5. CONTRACT VALUE (continued)

PARTIAL WITHDRAWAL: Partial Withdrawal means a withdrawal of less than the full Cash Surrender Value of this Contract. Any time prior to the Maturity Date, You may make Partial Withdrawals from this Contract before a distribution under a Payment Option begins or the Death Benefit becomes payable. Any Partial Withdrawal is subject to the following conditions:

- (a) the Partial Withdrawal must be by written request on a form satisfactory to Us; and
- (b) Your written request must be made prior to the Maturity Date and while the Annuitant is living; and
- (c) any Partial Withdrawal must be at least \$500; and
- (d) the Accumulation Value remaining after the Partial Withdrawal must be at least \$2,000.

Deductions for Partial Withdrawals (including any Withdrawal Charges on those Partial Withdrawals) will be deducted from the Fixed Interest Account first unless otherwise specified by You. Only after the Fixed Interest Account has been exhausted will any remaining Partial Withdrawals (including any Withdrawal Charges on those Partial Withdrawals) be deducted from the indexed account(s). Deductions from the indexed account(s) will be made proportionately based on the Indexed Account Values at the time of the deductions.

FULL SURRENDER: Full Surrender means the total withdrawal of the entire Cash Surrender Value. Any time prior to the Maturity Date, You may surrender this Contract by making a written request for a Full Surrender to occur on or before the Maturity Date. You may elect that any surrender benefit of \$2,000 or more be received under a Payment Option. This Contract will terminate when surrendered.

DEFERMENT: We may defer paying any Partial Withdrawals or Full Surrender proceeds for up to six (6) months from the date We receive a written request, satisfactory to Us, for the withdrawal or surrender and subject to obtaining prior written approval by the commissioner where required by state law. Interest will be paid on any amount deferred for ten (10) days or more, from the date the documentation necessary to complete the transaction is received by Us, at the then current rate described under Payment Option A.

6. BENEFITS

ANNUITY PAYMENTS: This Contract cannot be annuitized until after the first Contract Year. By electing to receive distribution under a Payment Option, this Contract is annuitized. We will make annuity payments to the Payee starting on the Maturity Date in accordance with the Payment Option selected.

Unless You choose another Payment Option no later than 30 days before the Maturity Date, Payment Option D with a period certain of 10 years will automatically become effective. We will determine the amount of each monthly payment based on the Accumulation Value as of the Maturity Date, less any Premium Tax that is payable. Monthly payment amounts are based on the gender and the Age of the Annuitant, as well as the annuity payment rate in effect on the Maturity Date, but will not be less than the guaranteed minimum monthly payments for each \$1,000 of Accumulation Value for the Annuitant's gender and Age for the 10 years certain period shown on the Option D: Life Income With Period Certain Table. Payments will be made for a period of 10 years (120 payments) and will continue beyond the period certain so long as the Annuitant lives. If the Annuitant dies before the end of the 10 years period certain, We will make these payments to the Payee for the rest of that period. If both the Annuitant and the Payee die before the end of the 10 years period certain, We will continue to make these payments to the Contingent Payee for the rest of that period. If there is no Contingent Payee, We will then make payments to the Primary Owner or the Primary Owner's estate.

We may reasonably require proof at any time that any Payee or Annuitant lives.

Alternatively, You may elect, at least 30 days before the Maturity Date, another Payment Option. In that case, all or part of the Accumulation Value as of the Maturity Date, less any Premium Tax, may be placed under one or more of the optional methods of payment described in the "Payment Options" section of this Contract.

When annuity payments are scheduled to begin (i.e. on the Maturity Date), the payments will not be less than those that would be purchased by the single premium immediate annuity rates then in use by Us applied to the greater of:

1. The Cash Surrender Value, or
2. 95% of the actual Accumulation Value.

DEATH OF ANNUITANT BEFORE THE MATURITY DATE: When We are provided with due proof, satisfactory to Us, that the Annuitant has died before the Maturity Date:

- (a) if the Owner, or any Joint Owner, is the Annuitant, We will pay the Death Benefit to the Beneficiary(ies) as set forth in the DEATH OF OWNER BEFORE MATURITY DATE provision;
- (b) if the Annuitant is not the Owner or any Joint Owner, the Primary Owner will become the new Annuitant, unless the Owner is not a Natural Person. If the Owner is not a Natural Person, We will pay the Death Benefit to the Beneficiary(ies), under the same terms and conditions as stated in Option (a) or (b) of the DEATH OF OWNER BEFORE MATURITY DATE provision.

DEATH OF OWNER BEFORE MATURITY DATE: Upon receipt of due proof, satisfactory to Us, of the death of the Owner, or any Joint Owner who is not the spouse of the surviving Joint Owner before the Maturity Date, the Death Benefit, including interest, will be paid to any surviving Primary Beneficiary(ies). If there are no surviving Primary Beneficiaries, the Death Benefit will be paid to any surviving Contingent Beneficiary(ies) who survive an Owner's death. If there are no surviving Contingent Beneficiaries, the Death Benefit will be paid to the deceased Owner's estate.

Upon receipt of due proof, satisfactory to Us, of the death of any Joint Owner, where the surviving spouse is the surviving Joint Owner, such surviving Joint Owner will become the Primary Beneficiary to whom the Death Benefit will be paid, and any other Beneficiary designation on record at the time of such death will be treated as a Contingent Beneficiary.

6. BENEFITS (continued)

A Beneficiary entitled to Death Benefit proceeds may choose any one of the following options, if applicable:

- (a) **Lump Sum Benefit.** A Beneficiary may choose to receive the Death Benefit in a lump sum. Under this Option, the Beneficiary must receive the Death Benefit within five years after the death which causes payment of the Death Benefit.
- (b) **Payment Under a Payment Option.** A Beneficiary may choose to receive the Death Benefit under a Payment Option. Under this option, payments must begin within one year of the death which causes payment of the Death Benefit and a Payment Option may not be chosen which goes beyond the Beneficiary's life expectancy.
- (c) **Spouse Sole Beneficiary.** An Owner's surviving spouse, if named as sole Primary Beneficiary, may choose (a) or (b) above or may elect to continue this Contract as Owner. If a spouse sole Primary Beneficiary elects to continue this Contract as Owner, no Death Benefit will be paid under this section. Upon the death of the spouse who continues the Contract, We will pay a Death Benefit under (a) or (b) to the designated Beneficiary(ies).
- (d) **Continue the Contract.** If the Primary Owner or the Joint Owner dies before Maturity Date, and the Beneficiary is not the spouse, the Contract can continue for up to five years from the date of death. No Death Benefit will be paid under this section in the event a Beneficiary elects to continue this Contract as Owner. During this period, the Beneficiary may exercise all ownership rights, including the right to make Partial Withdrawals or the right to fully surrender the Contract for its Cash Surrender Value. If the Contract is continued until the end of the five-year period, We will automatically end it then by paying the Accumulation Value as of the Maturity Date, less any Premium Tax to the Beneficiary in a lump sum. If the Beneficiary is not alive then, We will pay any person(s) named as Beneficiary in a written request signed by the new Owner; otherwise the Beneficiary's estate.

If the Beneficiary does not elect one of the above options within 90 days after our receipt of notice of the Owner's death and due proof of loss satisfactory to Us, we will make a lump sum payment.

DEATH BENEFIT: The Death Benefit is the Accumulation Value as of the date of death plus interest at the then current rate described under Payment Option A from the date of death to the date of payment, without deducting for a Withdrawal Charge. All Death Benefits will be paid in accordance with applicable law and regulations governing death benefit payments.

7. BENEFICIARY

NAMING OF BENEFICIARY: The Beneficiary is as stated in the application, or as subsequently changed in accordance with the "Change of Beneficiary" provision. You can designate one or more Beneficiaries and Contingent Beneficiaries.

Unless You provide otherwise in the application or any subsequent notice of change, payments will be made as follows:

- (a) if there is more than one Primary Beneficiary, any amount payable will be divided equally among the surviving Primary Beneficiaries;
- (b) if there are no surviving Primary Beneficiaries, any amount payable will be divided equally among any surviving Contingent Beneficiaries;
- (c) if there are no surviving Beneficiaries, either Primary or Contingent, any amount payable will be paid to You or Your estate.

CHANGE OF BENEFICIARY: You can change any Beneficiary designation by providing Us written notice signed by You. Unless You specify a later date, the change will take effect as of the date You sign the notice, subject to Our receipt of such notice and also subject to any payment We make or action We take before receiving such notice. If an irrevocable Beneficiary has been designated, that designation cannot be changed without the written consent of the irrevocable Beneficiary.

8. PAYMENT OPTIONS

ELECTION OF OPTIONAL METHOD OF PAYMENT: If the Annuitant is living and this Contract is in force on the Maturity Date, We will make the annuity payments under the below Option D with 10 years period certain. However, if elected by You in accordance with the Benefits section, or by the Beneficiary if the Death Benefit is payable, all or part of the Accumulation Value as of the Maturity Date, less any Premium Tax may be placed under one or more of the Options described below. Any such election must be by written notice received by Us.

While the Annuitant is living, You can elect or change a Payment Option no later than 30 days before the Maturity Date. You can also name or change one or more Payee(s) under that option. If the Annuitant dies prior to the Maturity Date, any person who is to receive payment in one sum (other than a collateral assignee) can elect an option and name Payees under that option.

A person who elects an option can name one or more Contingent Payees to receive any amounts payable during the lifetime of the Annuitant, but after the death of a Payee. Naming these Payees cancels any prior choice of a Contingent Payee.

A Payee who is not the Owner does not have the right to advance or assign payments, take the payments in one sum, or make any other change, unless You give that person the option in writing.

If You die on or after the Maturity Date, any payments then being made will be distributed at least as rapidly as under the method of distribution being used at the date of Your death.

Option A. Interest: Payment other than interest will be deferred during the lifetime of the Payee or for such period as may be mutually agreed upon at the time of election of this Option. After such period, any benefits remaining with Us will be paid in one sum unless payment under some other Option has been elected in writing.

Interest at such a rate as we determine annually, but not at a rate less than 1% per year, will be paid monthly, quarterly, semi-annually or annually as elected. If the Payee is a minor, interest will not be paid to the Payee but will be added to the benefits until the Payee reaches legal age if either: (a) there is no legally appointed guardian or custodian for such Payee; or (b) it is provided in the election of this Option.

If after any payment the amount remaining with Us is less than \$1,000, the balance will be payable in one sum.

Option B. Fixed Amount: Payment will be made monthly, quarterly, semi-annually or annually in equal specified amounts of not less than 5% per year of the amount applied to this Payment Option until exhausted by a final payment equal to or less than the fixed amount elected. Interest at such rate as We will determine annually, but not at a rate less than 1% per year, will be credited to the balance remaining with Us. Payments will not be made for less than 10 years nor more than 30 years. Any balance then remaining with Us will be paid in one sum.

8. PAYMENT OPTIONS (continued)

Option C. Fixed Period: Payment will be made, for the fixed number of years elected, in equal monthly, quarterly, semi-annual or annual amounts, in accordance with Payment Option C Table 1. The payments in the table include interest at the rate of 1.5% per year. Payments will not be made for less than 10 years.

Option D. Life Income With Period Certain: We will pay a monthly income during the period certain elected and during the Annuitant's remaining lifetime as shown in Payment Option D Table 2, based on the sex and Age of the Annuitant on the due date of the first payment. The period certain elected may only be 10 or 20 years. If any option with a period certain provides for installment payments of the same amount at some ages for different periods certain, We will deem an election to have been made for the longest period certain which could have been elected for such age and amount.

If the Annuitant dies before the end of the elected period certain, We will make these payments to the Payee for the rest of such period. If both the Annuitant and the Payee die before the end of the elected period, We will continue to make these payments to the Contingent Payee for the rest of such period. If there is no Contingent Payee, We will then make payments to the Primary Owner or the Primary Owner's estate.

Option E. Single Premium Annuity: You may elect to purchase any single premium immediate annuity We then offer.

OTHER OPTIONS: We may offer other payment options or alternative versions of the options listed above.

GENERAL CONDITIONS: The Payment Options described above are available only if the following conditions are met:

- (a) Any Annuitant must be a Natural Person.
- (b) To elect an Option, the amount applied to such Option must be \$1,000 or more except that under Option D or E it must be \$5,000 or more. If the amount applied to an Option is less than these limits We will pay the balance in one sum to the person then otherwise entitled to payments.
- (c) Under any elected Payment Option, the benefits will neither be transferable nor subject to legal process to the extent allowed by law.
- (d) We will have the right, where payment to any Payee would be less than \$20, to change the frequency of payment so that each payment to each Payee will amount to at least \$20. If an annual payment is less than \$20, We may pay, in one sum, the remaining benefits payable to the Payee then otherwise entitled to payments.
- (e) Payment under Option D will be subject to reasonable satisfactory proof of Age of the Annuitant, and there will be only one Payee. Payment under Option E will be subject to reasonable satisfactory proof of Age of the Annuitant.
- (f) The first payment under any of the Payment Options except Option A or E will be due and payable on the Maturity Date.
- (g) On the death of the last surviving Payee or Contingent Payee, any payments which remain to be made will be paid in one sum to that Payee's estate. The one sum payment will be the commuted value using the same interest rate and mortality table that was used to determine the payments.

MONTHLY INCOME PER \$1,000
TABLE 1 - OPTION C: FIXED PERIOD

Years	1	2	3	4	5	6	7	8	9	10
Amount	\$83.90	\$42.26	\$28.39	\$21.45	\$17.28	\$14.51	\$12.53	\$11.04	\$9.89	\$8.96
Years	11	12	13	14	15	16	17	18	19	20
Amount	\$8.21	\$7.58	\$7.05	\$6.59	\$6.20	\$5.85	\$5.55	\$5.27	\$5.03	\$4.81
Years	21	22	23	24	25	26	27	28	29	30
Amount	\$4.62	\$4.44	\$4.28	\$4.13	\$3.99	\$3.86	\$3.75	\$3.64	\$3.54	\$3.44

Under Option C payments for less frequent intervals are obtained by multiplying the respective monthly payments by 2.99 for a quarterly payment, 5.96 for a semi-annual payment and 11.84 for an annual payment.

TABLE 2 - OPTION D: LIFE INCOME WITH PERIOD CERTAIN

<u>Age</u>	<u>Male 10 years Certain</u>	<u>Male 20 years Certain</u>	<u>Female 10 years Certain</u>	<u>Female 20 years Certain</u>
5	\$1.84	\$1.84	\$1.79	\$1.79
6	1.86	1.86	1.80	1.80
7	1.87	1.87	1.81	1.81
8	1.88	1.88	1.82	1.82
9	1.90	1.90	1.84	1.84
10	1.91	1.91	1.85	1.85
11	1.93	1.93	1.86	1.86
12	1.94	1.94	1.88	1.88
13	1.96	1.96	1.89	1.89
14	1.98	1.97	1.91	1.91
15	1.99	1.99	1.92	1.92
16	2.01	2.01	1.94	1.94
17	2.03	2.03	1.95	1.95
18	2.05	2.04	1.97	1.97
19	2.07	2.06	1.99	1.99
20	2.09	2.08	2.01	2.00
21	2.11	2.10	2.02	2.02
22	2.13	2.12	2.04	2.04
23	2.15	2.15	2.06	2.06
24	2.17	2.17	2.08	2.08
25	2.20	2.19	2.10	2.10
26	2.22	2.22	2.12	2.12
27	2.25	2.24	2.15	2.14
28	2.27	2.27	2.17	2.17
29	2.30	2.29	2.19	2.19
30	2.33	2.32	2.22	2.21
31	2.36	2.35	2.24	2.24
32	2.39	2.38	2.27	2.27
33	2.42	2.41	2.30	2.29
34	2.45	2.44	2.33	2.32
35	2.49	2.47	2.36	2.35
36	2.52	2.51	2.39	2.38

The above guaranteed minimum monthly payments for each \$1,000 of accumulation value are based on the "2000 Individual Annuity Mortality Table" (Age last birthday)] and an interest rate of 1.5%.

TABLE 2 - OPTION D: LIFE INCOME WITH PERIOD CERTAIN

<u>Age</u>	<u>Male 10 years Certain</u>	<u>Male 20 years Certain</u>	<u>Female 10 years Certain</u>	<u>Female 20 years Certain</u>
37	2.56	2.54	2.42	2.41
38	2.60	2.58	2.45	2.44
39	2.64	2.62	2.49	2.48
40	2.68	2.66	2.53	2.51
41	2.73	2.70	2.56	2.55
42	2.77	2.74	2.60	2.59
43	2.82	2.79	2.64	2.63
44	2.87	2.83	2.69	2.67
45	2.93	2.88	2.73	2.71
46	2.98	2.93	2.78	2.76
47	3.04	2.98	2.83	2.80
48	3.10	3.03	2.88	2.85
49	3.16	3.09	2.93	2.90
50	3.22	3.14	2.99	2.95
51	3.29	3.20	3.05	3.00
52	3.36	3.26	3.11	3.06
53	3.44	3.32	3.18	3.12
54	3.51	3.39	3.25	3.18
55	3.60	3.45	3.32	3.24
56	3.68	3.52	3.39	3.30
57	3.77	3.58	3.47	3.37
58	3.87	3.65	3.56	3.44
59	3.97	3.72	3.64	3.51
60	4.07	3.79	3.74	3.58
61	4.19	3.86	3.83	3.65
62	4.30	3.93	3.94	3.73
63	4.43	4.00	4.05	3.81
64	4.55	4.07	4.16	3.88
65	4.69	4.14	4.28	3.96
66	4.83	4.21	4.41	4.04
67	4.98	4.27	4.55	4.11
68	5.13	4.33	4.69	4.18

The above guaranteed minimum monthly payments for each \$1,000 of Annuity Value are based on the "2000 Individual Annuity Mortality Table" and an interest rate of 1.5%.

TABLE 2 - OPTION D: LIFE INCOME WITH PERIOD CERTAIN

<u>Age</u>	<u>Male 10 years Certain</u>	<u>Male 20 years Certain</u>	<u>Female 10 years Certain</u>	<u>Female 20 years Certain</u>
69	5.29	4.39	4.84	4.26
70	5.45	4.44	5.00	4.32
71	5.62	4.49	5.17	4.39
72	5.79	4.54	5.34	4.45
73	5.96	4.58	5.52	4.50
74	6.14	4.62	5.71	4.55
75	6.32	4.65	5.91	4.60
76	6.51	4.68	6.11	4.64
77	6.69	4.71	6.31	4.67
78	6.87	4.73	6.52	4.70
79	7.05	4.75	6.73	4.73
80	7.22	4.76	6.93	4.75
81	7.39	4.78	7.14	4.76
82	7.56	4.79	7.33	4.78
83	7.71	4.79	7.52	4.79
84	7.86	4.80	7.69	4.80
85	8.00	4.81	7.86	4.80
86	8.13	4.81	8.01	4.81
87	8.24	4.81	8.15	4.81
88	8.35	4.81	8.27	4.81
89	8.45	4.81	8.38	4.81
90	8.54	4.81	8.48	4.81
91	8.61	4.81	8.56	4.81
92	8.68	4.81	8.64	4.81
93	8.74	4.81	8.71	4.81
94	8.80	4.81	8.76	4.81
95	8.84	4.81	8.81	4.81
96	8.88	4.81	8.85	4.81
97	8.90	4.81	8.89	4.81
98	8.93	4.81	8.91	4.81
99	8.94	4.81	8.93	4.81
100	8.95	4.81	8.95	4.81

The above guaranteed minimum monthly payments for each \$1,000 of Annuity Value are based on the "2000 Individual Annuity Mortality Table" and an interest rate of 1.5%.

**SINGLE PREMIUM DEFERRED ANNUITY CONTRACT
NON-PARTICIPATING**

S.USA Life Insurance Company, Inc.
[P. O. 1050, Newark, NJ 07101-1050]
[Toll Free: 1-866-S-USA-123 (1-866-787-2123)] [www.susa.com]



S.USA Life Insurance Company, Inc.

SINGLE PREMIUM DEFERRED ANNUITY CONTRACT

In this Contract, the words "You" or "Your" refer to the Owner(s) of this Contract. The words "We", "Our" or "Us" refer to the S.USA Life Insurance Company, Inc.

This is a legal Contract between You and Us, please read it carefully.

THIS CONTRACT is issued in consideration of the attached application and payment of the Single Premium shown on the Contract Data Pages.

EXAMINE YOUR CONTRACT. We want You to understand it and be satisfied. **PLEASE READ IT CAREFULLY.**

RIGHT TO CANCEL. If for any reason You are not satisfied with this Contract, You may cancel it by returning the Contract to any of Our offices or one of Our authorized representatives within thirty (30) days after the date it is delivered to You . The date You surrender this Contract will be the date this Contract was mailed to Us or the date You delivered it to Us or one of Our authorized representatives. This Contract shall then be void from the Contract Date and We will refund the premium paid, less any amount the Owner has already received. After the relevant Right to Cancel time period has expired, cancellation may result in substantial penalties known as a Withdrawal Charge and a Market Value Adjustment (MVA).

WE WILL PAY the benefits of this Contract in accordance with its provisions. If this Contract is in force and the Annuitant is living on the Maturity Date, the Accumulation Value will be applied to provide annuity benefits, as described in the Benefits Section.

**INDIVIDUAL SINGLE PREMIUM DEFERRED ANNUITY
HAS FIXED AND INDEXED ACCOUNT(S)**

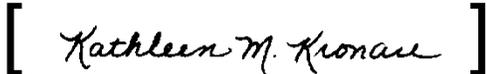
**HAS INTEREST CREDITED BASED ON THE VALUE OF AN EQUITY INDEX (EXCLUDING DIVIDENDS)
THE CONTRACT DOES NOT DIRECTLY PARTICIPATE IN ANY STOCK, BOND OR EQUITY INVESTMENTS
INCOME PAYABLE STARTING ON MATURITY DATE
MATURITY DATE MAY BE CHANGED BY THE OWNER AT ANY TIME BEFORE ANNUITY PAYMENTS BEGIN
DEATH BENEFIT PAYABLE UPON DEATH OF OWNER PRIOR TO MATURITY DATE
NON-PARTICIPATING
THIS CONTRACT CONTAINS A MARKET VALUE ADJUSTMENT
OPTIONS FOR PAYMENT OF PROCEEDS**

IMPORTANT: YOU HAVE PURCHASED AN ANNUITY CONTRACT. PLEASE CAREFULLY REVIEW IT FOR LIMITATIONS. THIS CONTRACT CONTAINS WITHDRAWAL CHARGES AND A MARKET VALUE ADJUSTMENT DURING THE WITHDRAWAL CHARGE PERIOD. THE MARKET VALUE ADJUSTMENT MAY INCREASE OR DECREASE CASH SURRENDER VALUES. MARKET VALUE ADJUSTMENT DETAILS CAN BE FOUND ON THE CONTRACT DATA PAGE. ONE FREE PARTIAL WITHDRAWAL OF UP TO 10% OF THE ACCUMULATION VALUE AS OF THE LAST CONTRACT ANNIVERSARY WILL BE PERMITTED IN EACH CONTRACT YEAR. WITHDRAWAL CHARGES DO NOT APPLY TO THE FREE PARTIAL WITHDRAWAL AMOUNT.

SIGNED for Us by:



[President & CEO]



[Secretary]

S.USA Life Insurance Company, Inc.
[P. O. Box 1050, Newark, NJ 07101-1050]
[Toll Free: 1-866-SUSA-123 (1-866-787-2123)] [www.susa.com]

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1. Contract Data
2. Definitions
3. General Provisions
4. Contract Ownership
5. Contract Value
6. Benefits
7. Beneficiary
8. Payment Options

1. CONTRACT DATA

PLAN TYPE: [NON-QUALIFIED] CONTRACT

ANNUITANT: [JOHN DOE]

CONTRACT DATE: [10/01/2016]

ANNUITANT'S AGE
AND GENDER: [35 MALE]

MATURITY DATE: [10/1/2081]

OWNER: [JOHN SMITH]

[JOINT OWNER:] [JANE SMITH]

CONTRACT NUMBER: [920002405]

SINGLE PREMIUM: [\$100,000]

LIFETIME GUARANTEED MINIMUM INTEREST RATE: [1.00%]

The Lifetime Guaranteed Minimum Interest Rate applies to the Fixed Interest Account.

NONFORFEITURE RATE: [1.00%]

EXPENSE LOAD: [12.50%]

MAXIMUM FREE PARTIAL WITHDRAWAL PERCENTAGE PER YEAR: 10.00% of the Accumulation Value*

* Accumulation Value determined as of the most recent Contract Anniversary Date

WITHDRAWAL CHARGE PERIOD: [5] Years

MARKET VALUE ADJUSTMENT PERIOD: The Market Value Adjustment (MVA) will apply during the Withdrawal Charge Period.

MVA FACTOR: $[(1+A)/(1+B)]^{(N/12)}$

Where:

A is the rate of the Constant Maturity Treasury Rate published by the Federal Reserve, with maturity equal to the number of years in the Withdrawal Charge Period, rounded up to the nearest year for which a rate is available, determined on the Business Day prior to the beginning of the Withdrawal Charge Period.

B is the rate of the Constant Maturity Treasury Rate published by the Federal Reserve, with maturity equal to the number of years remaining in the Withdrawal Charge Period, rounded up to the nearest year for which a rate is available, determined on the Business Day prior to the calculation of the MVA.

N is the number of complete months from the date of the Full Surrender or Partial Withdrawal to the end of the Withdrawal Charge Period.

For a full description of how the MVA factor is applied, see the Market Value Adjustment provision on page [13].

WITHDRAWAL CHARGE: The Withdrawal Charge shall be as follows:

CONTRACT YEAR:	1	2	3	4	5	[6]	[7]	[8]	[9]	[10+]
WITHDRAWAL CHARGE	9%	8%	7%	6%	5%	[4%]	[3%]	[2%]	[1%]	[0%]

1. CONTRACT DATA (continued)

PLAN TYPE: [NON-QUALIFIED] CONTRACT

FIXED INTEREST ACCOUNT

Initial Fixed Interest Account Allocation Percentage:	[50%]
Initial Fixed Interest Account Value:	[50,000.00]
Initial Fixed Interest Rate:	[2.00%]
Initial Fixed Interest Rate Guarantee Period:	[1 YEAR]
Subsequent Fixed Interest Rate Guarantee Period:	[1 YEAR]

Fixed Interest

The Company will declare a Fixed Interest Rate, set at the Company's discretion, for each Fixed Interest Rate Guarantee Period. If no Fixed Interest Rate is declared for a Fixed Interest Rate Guarantee Period, the Fixed Interest Rate will be the Fixed Interest Rate last declared by the Company. Subsequent Fixed Interest Rates may be higher or lower than the Initial Fixed Interest Rate, but will never be less than the Lifetime Guaranteed Minimum Interest Rate.

ANNUAL PERFORMANCE TRIGGERED INDEXED ACCOUNT

Initial Performance Triggered Indexed Account Allocation Percentage:	[40%]
Initial Performance Triggered Indexed Account Value:	[40,000.00]
Index (Excluding dividend income):	S&P 500®*
Index Value on the Contract Date:	[800.00]
Initial Indexed Term:	[1 YEAR]
Subsequent Indexed Term:	[1 YEAR]
Initial Specified Rate:	[4.00%]
Guaranteed Minimum Specified Rate:	[0.25%]

Indexed interest excludes any dividends that may be paid.

Allocation to the Annual Performance Triggered Indexed Account

Initial allocation is made on the Contract Date and subsequent reallocations into or out of the Annual Performance Triggered Indexed Account can only be made at the beginning of an Indexed Term. The Initial Indexed Term for the Annual Performance Triggered Indexed Account begins on the Contract Date. Subsequent Indexed Terms are consecutive and begin on Contract Anniversary following the end of the previous Indexed Term. The length of the Indexed Term is shown above.

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1. CONTRACT DATA (continued)

PLAN TYPE: [NON-QUALIFIED] CONTRACT

Indexed Interest

Indexed interest is credited at the end of an Indexed Term. Deductions for any Partial Withdrawals, Withdrawal Charges or Market Value Adjustments on any Partial Withdrawals, and Premium Taxes during an Indexed Term receive no indexed interest for the Indexed Term in which the deduction occurs. The amount of indexed interest credited at the end of an Indexed Term equals the Indexed Credit Percentage times the Indexed Account Value immediately preceding the end of the Indexed Term.

The Indexed Credit Percentage for an Indexed Term equals:

1. The Specified Rate for the Indexed Term, if the Index Value at the end of the Indexed Term is equal to or greater than the Index Value at the beginning of the Indexed Term; or
2. 0.00%, if the Index Value at the end of the Indexed Term is less than the Index Value at the beginning of the Indexed Term.

The Indexed Credit Percentage will never be less than 0.00%.

Specified Rate

The Specified Rate is a percentage rate that will be declared by the Company, at its discretion, prior to the beginning of an Indexed Term. The initial Specified Rate applies to the initial Indexed Term. Subsequent Specified Rates may be higher or lower than the initial Specified Rate, but will never be lower than the Guaranteed Minimum Specified Rate. Subsequent Specified Rates may differ from the Specified Rate used for new contracts or for other contracts issued at different times. The Company will declare the Specified Rates on a basis which does not discriminate unfairly within any class of contracts.

1-YEAR POINT-TO-POINT INDEXED ACCOUNT (1YR P2P/CAP)

Initial P2P Indexed Account Allocation Percentage:	[10%]
Initial P2P Indexed Account Value:	[10,000.00]
Index (Excluding dividend income):	S&P 500®*
Index Value on the Contract Date:	[800.00]
Initial Indexed Term:	[1 YEAR]
Subsequent Indexed Term:	[1 YEAR]
Initial Indexed Interest Cap:	[5.00%]
Guaranteed Minimum Indexed Interest Cap:	[0.25%]

Indexed interest excludes any dividends that may be paid.

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1. CONTRACT DATA (continued)

PLAN TYPE: [NON-QUALIFIED] CONTRACT

Allocation to 1-Year Point-to-Point Indexed Account

Initial allocation is made on the Contract Date and subsequent reallocations into or out of the 1-Year Point-to-Point Indexed Account can only be made at the beginning of an Indexed Term. The Initial Indexed Term for the 1-Year Point-to-Point Indexed Account begins on the Contract Date. Subsequent Indexed Terms are consecutive and begin on the Contract Anniversary following the end of previous Indexed Term. The length of the Indexed Terms is shown above.

Indexed Interest

Indexed interest is credited at the end of an Indexed Term. Deductions for any Partial Withdrawals, Withdrawal Charges or Market Value Adjustments on any Partial Withdrawals, and Premium Taxes during an Indexed Term receive no indexed interest for the Indexed Term in which the deduction occurs. The amount of indexed interest credited at the end of an Indexed Term equals the Indexed Credit Percentage times the Indexed Account Value immediately preceding the end of the Indexed Term.

The Indexed Credit Percentage for an Indexed Term equals the lesser of:

1. The Indexed Growth Percentage for the Indexed Term; or
2. The Indexed Interest Cap, if any, for the Indexed Term.

The Indexed Growth Percentage for an Indexed Term equals the percentage increase, if any, in the Index Value at the end of the Indexed Term over the Index Value as of the beginning of the Indexed Term.

The Indexed Credit Percentage will never be less than 0.00%.

Indexed Interest Cap

The Indexed Interest Cap is the maximum Indexed Credit Percentage that can be credited to the Indexed Account Value for an Indexed Term for which it is declared. The Company will declare, at its discretion, an Indexed Interest Cap for each Indexed Term. If no Indexed Interest Cap is declared for an Indexed Term, the Indexed Interest Cap will be the Indexed Interest Cap last declared by the Company. The Company will determine the Indexed Interest Cap on a basis that does not discriminate unfairly within any class of contracts. Subsequent Indexed Interest Caps may be higher or lower than the Initial Indexed Interest Cap, but will never be less than the Guaranteed Minimum Interest Cap shown above.

2. DEFINITIONS

Age: Age means age last birthday. In the case of Joint Owners, Age means the Age of the older of the Joint Owners.

Annuitant: The Annuitant is the person upon whose continuation of life any Payment Options involving life contingencies depends, and who is named on the Contract Data Pages. The Owner (in the case of Joint Owners, the Primary Owner) is the Annuitant unless another Annuitant is named in the application or in a written notice provided to Us.

Assignment: An Assignment is the transfer of some or all of the rights of the Owner (assignor) to another (assignee).

Beneficiary(ies): The Beneficiary(ies) is(are) the person(s) or entity(ies) named within Our records to receive the Death Benefits under this Contract (also known as Primary Beneficiary(ies)). Contingent Beneficiary(ies) is (are) the person(s) or entity(ies) named to receive the Death Benefit when the Primary Beneficiary(ies) is(are) dead.

Business Day: Business Day means each day for which the New York Stock Exchange is open for trading.

Contingent Payee: The Contingent Payee, if any, is the person named to receive annuity payments upon the death of the Payee.

Contract Date: The Contract Date of this Contract is the Contract Date shown on the Contract Data Pages. Each Contract Year begins on the same day and month of each year as the Contract Date. The first day of each Contract Year is a Contract Anniversary.

Expense Load: The Expense Load is the percentage by which the Single Premium paid is reduced to determine the Guaranteed Minimum Cash Surrender Value.

Joint Owner: If there is more than one Owner, each Owner shall be a Joint Owner of the Contract.

Maturity Date: The Maturity Date is the date on which annuity payments are to start. The Maturity Date shall be no later than the Contract Anniversary immediately following the Annuitant's 100th birthday. You may also select an earlier Maturity Date, which may be any time after 12 months from the Contract Date, by written notice provided to Us. The revised Maturity Date must be at least 10 days after our receipt of Your written notice.

Natural Person: Natural Person means a human being only and not a trust, a corporation, or any other legally recognized entity.

Nonforfeiture Rate: This rate is used to determine the minimum benefits required by the National Association of Insurance Commissioners' Standard Nonforfeiture Law for Individual Deferred Annuities, model #805, or as amended.

Owner: The Owner is the person or entity designated to exercise the rights and receive the benefits of Ownership. If Joint Owners are named, all references to Owner in this Contract shall mean the Joint Owners unless otherwise indicated. The Annuitant is the Primary Owner unless otherwise named in the application or later changed as provided in the Contract Ownership section.

Payee: The Payee is the person named to receive the annuity payments. The Owner is the Payee unless another Payee is named in a written notice provided to Us.

Payment Option: Payment Option refers to an option listed in the Payment Option section of this Contract.

Premium Tax: Premium Tax means the amount of tax, if any, imposed by a federal, state, local or other governmental entity on a Premium Payment or Accumulation Value. We may deduct a Premium Tax at the time this Contract is surrendered or on the date this Contract is annuitized. The amount of the deduction, if any, will be determined by the law in effect in the Issue State shown on the Contract Data Pages on the date the tax is deducted. Some states do not impose a Premium Tax.

Primary Owner: The Primary Owner is the oldest Owner listed on the application or later changed as provided in the Contract Ownership section.

3. GENERAL PROVISIONS

ENTIRE CONTRACT: The entire Contract consists of this Contract, any attached riders or endorsements, and the attached copy of the application. No agent is authorized to change this Contract or to change or waive any of its provisions. The terms of this Contract will not be modified unless such change or amendment is required to conform to applicable state or federal law. The rights and benefits provided by this Contract will not be reduced without the prior written consent of the Owner. Any such change will not be effective unless signed by one of Our authorized officers.

SECTION 72: In the event of any conflict between Section 72 of the Internal Revenue Code, as currently in force and as it may be subsequently amended, and the terms of this Contract, Section 72 will govern so as to maintain the treatment of this Contract as an annuity contract under the Internal Revenue Code. You will be notified of any change(s) by endorsement.

APPLICATION: In issuing this Contract, We have relied on the statements made in the application. All such statements made by or under the authority of the applicant are deemed to be representations and not warranties. We assume these statements are true and complete to the best of the knowledge and belief of those who made them. No statement made in connection with the application will be used by Us to contest the Contract unless that statement is a material misrepresentation and is a part of the application.

ANNUAL REPORT: We will send the Owner a report at least once a year. The report shall provide at least the following:

1. The beginning and end dates of the current report period.
2. The Accumulation Value at the beginning of the current report period and at the end of the current report period.
3. The amounts that have been added to or subtracted from the Accumulation Value during the current report period. These amounts will include interest credited, Partial Withdrawal, or if applicable, Withdrawal Charges and any MVA applied during the report period.
4. The Cash Surrender Value, if any at the end of the current report period.
5. An indication that the Accumulation Value is prior to the application of any MVA.
6. The amount of any MVA used to determine the cash surrender value.
7. The death benefit at the end of the current reporting period.

You may request additional reports during the year. Any additional reports will be subject to a fee of \$25.00 per report.

INCONTESTABILITY: We will not contest this Contract after it has been in force during the lifetime of the Annuitant for two (2) years from the Contract Date.

PAYMENT OF PREMIUM: The premium is due on the Contract Date. The Contract is not in force until the Premium Payment has been paid during the Annuitant's lifetime.

MISSTATED AGE OR GENDER: This Contract is issued at the Annuitant's Age and for the gender shown on the Contract Data Pages. The Age shown is the Annuitant's age as of the Annuitant's last birthday on or prior to the Contract Date.

We may require reasonable proof of the Age or gender of the Annuitant before making any annuity payment or Death Benefit payment. If the Age or gender of the Annuitant is not correct as shown, any amounts payable under this Contract will be what the premium paid would have purchased at the correct Age and gender.

If We pay too little or too much because the Annuitant's Age or gender was not correct as stated, We will increase or reduce a later payment or payments to adjust for the error. If any payments have begun, any underpayment that may have been made will be paid in full with the next payment. Any overpayments, unless repaid to Us in one sum, will be deducted from future payments otherwise due until We are repaid in full. In calculating the amount of underpayment or overpayment, interest will be included at 1%. If, at the time payments would normally end under this Contract, there is any amount payable by Us, it will be paid to the person who was receiving payments or that person's estate; any amount due Us at that point will be a claim against the person, or the estate of the person, who was overpaid.

3. GENERAL PROVISIONS (continued)

BASIS OF VALUES: All guaranteed cash values mentioned in this Contract are based on the guaranteed interest rates as described on the Contract Data Pages. We have filed a statement with the insurance official of the state where the Contract is delivered. It describes, in detail, the method We use to compute these cash values. Each value is at least as much as required by law.

Any paid-up annuity, cash surrender or Death Benefit payable under this Contract is not less than the minimum benefit required by law.

CONFORMITY WITH LAW: This Contract is subject to the state in which it is delivered along with any applicable federal laws. Any provision that is in conflict of such state or any federal law is amended to conform to the minimum requirements of such law.

ASSIGNMENT: While the Annuitant is living, You can assign the benefits of this Contract. If You do this, this limits Your rights to the cash value. It also limits the Beneficiary's rights to the Death Benefits. An Assignment does not change the Owner of this Contract.

An Assignment is not binding on Us until We receive a copy of it. We will not be responsible for the validity of any Assignment. The Assignment will take effect as of the date it is signed by You, subject to Our receipt of a copy of the signed Assignment and also subject to any payment We make or other action We take before receiving such Assignment. When paying proceeds, We will rely on what the assignee states as to the debt due for a collateral assignment.

NON-PARTICIPATION IN SURPLUS: We will not pay any dividends on this Contract. This Contract does not share in Our surplus.

4. CONTRACT OWNERSHIP

OWNER: In this Contract, the words "You" and "Your" refer to the Owner(s) of this Contract. As the Owner, You have all rights of ownership in this Contract while the Annuitant is living. These rights include the right to receive annuity payments or name a different Payee, on a form acceptable to Us, to receive these payments. To exercise these rights, You do not need the consent of any successor Owner or Beneficiary, or the Annuitant; however, these rights are subject to the terms of any irrevocable beneficiary designation or Assignment.

JOINT OWNER: This Contract may be owned by Joint Owners. Joint Owners shall have equal ownership rights and must both authorize any exercise of ownership rights.

CHANGE OF OWNERSHIP: By written notice signed by You and received by Us, You can change the Owner of this Contract from yourself to a new Owner. When this change takes effect, all rights of ownership in this Contract will pass to the new Owner.

The change will take effect as of the date the Owner signs the notice, subject to Our receipt of such notice and also subject to any payment We make or action We take before receiving such notice.

5. CONTRACT VALUE

ACCUMULATION VALUE: The initial Accumulation Value equals the Single Premium as shown on the Contract Data Pages. Otherwise, on any day on or before the Maturity Date, the Accumulation Value equals:

1. The Fixed Interest Account Value; plus
2. The sum of any Indexed Account Value(s).

Where the Fixed Interest Account Value equals:

1. The Fixed Interest Account Value at the beginning of the Contract Year; less
2. Any subsequent deductions for Partial Withdrawals (including any Withdrawal Charges or Market Value Adjustment on those Partial Withdrawals); plus
3. Any fixed interest credited by Us; plus
4. Any amounts transferred into the Fixed Interest Account on Contract Anniversaries due to reallocations; less
5. Any amounts transferred out of the Fixed Interest Account on Contract Anniversaries due to reallocations.

Where an Indexed Account Value equals:

1. The Indexed Account Value at the beginning of the Indexed Term; less
2. Any subsequent deductions for Partial Withdrawals (including any Withdrawal Charges or Market Value Adjustment on those Partial Withdrawals); plus
3. Any indexed interest credited by Us; plus
4. Any amounts transferred into the indexed account on Contract Anniversaries due to reallocations; less
5. Any amounts transferred out of the indexed account on Contract Anniversaries due to reallocations.

Deductions for Partial Withdrawals (including any Withdrawal Charges or Market Value Adjustment on those Partial Withdrawals) will be deducted from the Fixed Interest Account first, unless specified otherwise by You. Only after the Fixed Interest Account has been exhausted will any remaining Partial Withdrawals (including any Withdrawal Charges or Market Value Adjustment on those Partial Withdrawals) be deducted from the indexed account(s). Deductions from the indexed account(s) will be made proportionately based on the Indexed Account Values at the time of the deductions.

This Contract has no Accumulation Value after the Maturity Date.

INDEXED ACCOUNT(S): This Contract provides for one or more indexed accounts. Indexed account information is shown on the Contract Data Page(s). The Company reserves the right to add one or more indexed accounts. The Company reserves the right to withdraw an indexed account on a Contract Anniversary. We will notify You if an indexed account is added or withdrawn.

INDEX: The Index is the measure used to determine the indexed interest for a particular indexed account, which is shown on the Contract Data Pages.

DISCONTINUATION OF OR SUBSTANTIAL CHANGE TO AN INDEX: If an index is discontinued, or if an index calculation substantially changes, We will select an alternative index and notify You. Any substitution of an index is subject to approval by the insurance official of the state where the Contract is delivered.

INDEX VALUE: The Index Value is the published closing value of a particular index. The Initial Index Value on the Contract Date is shown on the Contract Data Pages. If an Index Value is not published for a particular day, then we will use the closing Index Value on the next day it is published.

5. CONTRACT VALUE (continued)

ACCOUNT ALLOCATION: You must specify the account allocation percentages that will be used to allocate the initial Accumulation Value between the Fixed Interest Account and any of the indexed account(s). The initial account allocation percentages are shown on the Contract Data Pages.

You may elect to reallocate among the available accounts upon Contract Anniversaries only. In order for the reallocation to take effect, We must receive Your reallocation request in writing on our form at least five (5) business days before the end of the Contract Year. The requested reallocation will be effective as of the Contract Anniversary.

If we receive a reallocation request from You in writing on our form at least five (5) business days before the end of the Contract Year, then the Accumulation Value will be allocated effective as of the Contract Anniversary to the Fixed Interest Account and indexed account(s) based on the account allocation percentages stated in your reallocation request. Account allocation percentages must be whole numbers and total 100%.

If we do not receive a reallocation request from You in writing on our form at least five (5) business days before the end of the Contract Year, then the amount of the Accumulation Value allocated to the Fixed Interest Account and indexed account(s) on the Contract Anniversary will equal their respective account values at the end of the preceding Contract Year.

If We withdraw an indexed account and we do not receive a reallocation request from You in writing on our form at least five (5) business days before the end of the Contract Year, then the entire account value of that indexed account will be reallocated to the Fixed Interest Account.

CASH SURRENDER VALUE: The Cash Surrender Value is equal to the Accumulation Value, modified by any applicable MVA, minus any applicable Withdrawal Charge and Premium Taxes, if any.

The amount of Your Accumulation Value is determined as of the date We receive Your request for surrender.

Guaranteed Minimum Cash Surrender Value: The Guaranteed Minimum Cash Surrender Value is equal to 87.5% of premium paid, less any prior Partial Withdrawals and related Withdrawal Charges (excluding MVA), and less deductions for any required Premium Tax, accumulated at the Nonforfeiture Rate to the date of death, Annuitization or Surrender.

WITHDRAWAL CHARGE: During the Withdrawal Charge Period, except as otherwise stated in this Contract, a Withdrawal Charge may be deducted if part or all of the Accumulation Value is withdrawn. The applicable Withdrawal Charge Percentage is shown on the Contract Data Pages. The amount of the charge depends on the Contract Year in which the transaction occurs and the amount of the transaction. The amount of the Withdrawal Charge is calculated by multiplying the Withdrawal Charge Percentage by the amount of the requested withdrawal at the time of withdrawal, after application of the MVA.

PENALTY FREE WITHDRAWAL: The first withdrawal from the Accumulation Value during the first Contract Year of up to 10% of the Single Premium is not subject to Withdrawal Charges. The first withdrawal from the Accumulation Value during each Contract Year after the first, of up to 10% of the Accumulation Value as of the end of the prior Contract Year, is not subject to Withdrawal Charges. The Withdrawal Charges shown on the Contract Data Pages apply to any amount withdrawn in excess of the 10% and to any subsequent withdrawals in that Contract Year. If the first withdrawal of the Contract Year is a Full Surrender, the 10% Penalty Free Withdrawal still applies. Any Market Value Adjustment still applies to the Penalty Free Withdrawal amount. If the full Penalty Free Withdrawal amount is not taken during any Contract Year, it does not carry over into the next Contract Year.

5. CONTRACT VALUE (continued)

MARKET VALUE ADJUSTMENT (MVA): In no event will the Cash Surrender Value be less than the Guaranteed Minimum Cash Surrender Value. During the Withdrawal Charge Period, except as otherwise stated in this Contract, an MVA will be applied to the Accumulation Value if part or all of the Accumulation Value is withdrawn. If the MVA is a negative value, the MVA will decrease the payment We make. If the MVA is a positive value, the MVA will increase the payment We make. The formula for calculating the MVA factor is shown on the Contract Data Pages. The amount of the MVA is calculated on any given day by subtracting 1 from the MVA factor and multiplying the result by the amount of the withdrawal.

A detailed description of the MVA formula has been filed with the insurance official of the state where the Contract is delivered.

DISCONTINUATION OF OR SUBSTANTIAL CHANGE TO AN INDEX USED WITH MVA: If the applicable index as described on the Contract Data Pages in the MVA Factor section is discontinued or if the calculation of the index is changed substantially, We may substitute a comparable index, subject to approval by the insurance official of the state where the Contract is delivered. We will notify the Owner and any assignee of the substitution.

PARTIAL WITHDRAWAL: Partial Withdrawal means a withdrawal of less than the full Cash Surrender Value of this Contract. Any time prior to the Maturity Date, You may make Partial Withdrawals from this Contract before a distribution under a Payment Option begins or the Death Benefit becomes payable. Any Partial Withdrawal is subject to the following conditions:

- (a) the Partial Withdrawal must be by written request on a form satisfactory to Us; and
- (b) Your written request must be made prior to the Maturity Date and while the Annuitant is living; and
- (c) any Partial Withdrawal must be at least \$500; and
- (d) the Accumulation Value remaining after the Partial Withdrawal must be at least \$2,000.

Deductions for Partial Withdrawals (including any Withdrawal Charges or Market Value Adjustment on those Partial Withdrawals) will be deducted from the Fixed Interest Account first unless otherwise specified by You. Only after the Fixed Interest Account has been exhausted will any remaining Partial Withdrawals (including any Withdrawal Charges or Market Value Adjustment on those Partial Withdrawals) be deducted from the indexed account(s). Deductions from the indexed account(s) will be made proportionately based on the Indexed Account Values at the time of the deductions.

FULL SURRENDER: Full Surrender means the total withdrawal of the entire Cash Surrender Value. Any time prior to the Maturity Date, You may surrender this Contract by making a written request for a Full Surrender to occur on or before the Maturity Date. You may elect that any surrender benefit of \$2,000 or more be received under a Payment Option. This Contract will terminate when surrendered.

DEFERMENT: We may defer paying any Partial Withdrawals or Full Surrender proceeds for up to six (6) months from the date We receive a written request, satisfactory to Us, for the withdrawal or surrender and subject to obtaining prior written approval by the commissioner where required by state law. Interest will be paid on any amount deferred for ten (10) days or more, from the date the documentation necessary to complete the transaction is received by Us, at the then current rate described under Payment Option A.

6. BENEFITS

ANNUITY PAYMENTS: This Contract cannot be annuitized until after the first Contract Year. By electing to receive distribution under a Payment Option, this Contract is annuitized. We will make annuity payments to the Payee starting on the Maturity Date in accordance with the Payment Option selected.

Unless You choose another Payment Option no later than 30 days before the Maturity Date, Payment Option D with a period certain of 10 years will automatically become effective. We will determine the amount of each monthly payment based on the Accumulation Value with no MVA as of the Maturity Date, less any Premium Tax that is payable. Monthly payment amounts are based on the gender and the Age of the Annuitant, as well as the annuity payment rate in effect on the Maturity Date, but will not be less than the guaranteed minimum monthly payments for each \$1,000 of Accumulation Value for the Annuitant's gender and Age for the 10 years certain period shown on the Option D: Life Income With Period Certain Table. Payments will be made for a period of 10 years (120 payments) and will continue beyond the period certain so long as the Annuitant lives. If the Annuitant dies before the end of the 10 years period certain, We will make these payments to the Payee for the rest of that period. If both the Annuitant and the Payee die before the end of the 10 years period certain, We will continue to make these payments to the Contingent Payee for the rest of that period. If there is no Contingent Payee, We will then make payments to the Primary Owner or the Primary Owner's estate.

We may reasonably require proof at any time that any Payee or Annuitant lives.

Alternatively, You may elect, at least 30 days before the Maturity Date, another Payment Option. In that case, all or part of the Accumulation Value, with no MVA, as of the Maturity Date, less any Premium Tax, may be placed under one or more of the optional methods of payment described in the "Payment Options" section of this Contract.

When annuity payments are scheduled to begin (i.e. on the Maturity Date), the payments will not be less than those that would be purchased by the single premium immediate annuity rates then in use by Us applied to the greater of:

1. The Cash Surrender Value, or
2. 95% of the actual Accumulation Value after being adjusted by the MVA.

DEATH OF ANNUITANT BEFORE THE MATURITY DATE: When We are provided with due proof, satisfactory to Us, that the Annuitant has died before the Maturity Date:

- (a) if the Owner, or any Joint Owner, is the Annuitant, We will pay the Death Benefit to the Beneficiary(ies) as set forth in the DEATH OF OWNER BEFORE MATURITY DATE provision;
- (b) if the Annuitant is not the Owner or any Joint Owner, the Primary Owner will become the new Annuitant, unless the Owner is not a Natural Person. If the Owner is not a Natural Person, We will pay the Death Benefit to the Beneficiary(ies), under the same terms and conditions as stated in Option (a) or (b) of the DEATH OF OWNER BEFORE MATURITY DATE provision.

DEATH OF OWNER BEFORE MATURITY DATE: Upon receipt of due proof, satisfactory to Us, of the death of the Owner, or any Joint Owner who is not the spouse of the surviving Joint Owner before the Maturity Date, the Death Benefit, including interest, will be paid to any surviving Primary Beneficiary(ies). If there are no surviving Primary Beneficiaries, the Death Benefit will be paid to any surviving Contingent Beneficiary(ies) who survive an Owner's death. If there are no surviving Contingent Beneficiaries, the Death Benefit will be paid to the deceased Owner's estate.

Upon receipt of due proof, satisfactory to Us, of the death of any Joint Owner, where the surviving spouse is the surviving Joint Owner, such surviving Joint Owner will become the Primary Beneficiary to whom the Death Benefit will be paid, and any other Beneficiary designation on record at the time of such death will be treated as a Contingent Beneficiary.

6. BENEFITS (continued)

A Beneficiary entitled to Death Benefit proceeds may choose any one of the following options, if applicable:

- (a) **Lump Sum Benefit.** A Beneficiary may choose to receive the Death Benefit in a lump sum. Under this Option, the Beneficiary must receive the Death Benefit within five years after the death which causes payment of the Death Benefit.
- (b) **Payment Under a Payment Option.** A Beneficiary may choose to receive the Death Benefit under a Payment Option. Under this option, payments must begin within one year of the death which causes payment of the Death Benefit and a Payment Option may not be chosen which goes beyond the Beneficiary's life expectancy.
- (c) **Spouse Sole Beneficiary.** An Owner's surviving spouse, if named as sole Primary Beneficiary, may choose (a) or (b) above or may elect to continue this Contract as Owner. If a spouse sole Primary Beneficiary elects to continue this Contract as Owner, no Death Benefit will be paid under this section. Upon the death of the spouse who continues the Contract, We will pay a Death Benefit under (a) or (b) to the designated Beneficiary(ies).
- (d) **Continue the Contract.** If the Primary Owner or the Joint Owner dies before Maturity Date, and the Beneficiary is not the spouse, the Contract can continue for up to five years from the date of death. No Death Benefit will be paid under this section in the event a Beneficiary elects to continue this Contract as Owner. During this period, the Beneficiary may exercise all ownership rights, including the right to make Partial Withdrawals or the right to fully surrender the Contract for its Cash Surrender Value. If the Contract is continued until the end of the five-year period, We will automatically end it then by paying the Accumulation Value, with no MVA, as of the Maturity Date, less any Premium Tax to the Beneficiary in a lump sum. If the Beneficiary is not alive then, We will pay any person(s) named as Beneficiary in a written request signed by the new Owner; otherwise the Beneficiary's estate.

If the Beneficiary does not elect one of the above options within 90 days after our receipt of notice of the Owner's death and due proof of loss satisfactory to Us, we will make a lump sum payment.

DEATH BENEFIT: The Death Benefit is the Accumulation Value as of the date of death plus interest at the then current rate described under Payment Option A from the date of death to the date of payment, without deducting for a Withdrawal Charge or applying a Market Value Adjustment. All Death Benefits will be paid in accordance with applicable law and regulations governing death benefit payments.

7. BENEFICIARY

NAMING OF BENEFICIARY: The Beneficiary is as stated in the application, or as subsequently changed in accordance with the "Change of Beneficiary" provision. You can designate one or more Beneficiaries and Contingent Beneficiaries.

Unless You provide otherwise in the application or any subsequent notice of change, payments will be made as follows:

- (a) if there is more than one Primary Beneficiary, any amount payable will be divided equally among the surviving Primary Beneficiaries;
- (b) if there are no surviving Primary Beneficiaries, any amount payable will be divided equally among any surviving Contingent Beneficiaries;
- (c) if there are no surviving Beneficiaries, either Primary or Contingent, any amount payable will be paid to You or Your estate.

CHANGE OF BENEFICIARY: You can change any Beneficiary designation by providing Us written notice signed by You. Unless You specify a later date, the change will take effect as of the date You sign the notice, subject to Our receipt of such notice and also subject to any payment We make or action We take before receiving such notice. If an irrevocable Beneficiary has been designated, that designation cannot be changed without the written consent of the irrevocable Beneficiary.

8. PAYMENT OPTIONS

ELECTION OF OPTIONAL METHOD OF PAYMENT: If the Annuitant is living and this Contract is in force on the Maturity Date, We will make the annuity payments under the below Option D with 10 years period certain. However, if elected by You in accordance with the Benefits section, or by the Beneficiary if the Death Benefit is payable, all or part of the Accumulation Value, with no MVA, as of the Maturity Date, less any Premium Tax may be placed under one or more of the Options described below. Any such election must be by written notice received by Us.

While the Annuitant is living, You can elect or change a Payment Option no later than 30 days before the Maturity Date. You can also name or change one or more Payee(s) under that option. If the Annuitant dies prior to the Maturity Date, any person who is to receive payment in one sum (other than a collateral assignee) can elect an option and name Payees under that option.

A person who elects an option can name one or more Contingent Payees to receive any amounts payable during the lifetime of the Annuitant, but after the death of a Payee. Naming these Payees cancels any prior choice of a Contingent Payee.

A Payee who is not the Owner does not have the right to advance or assign payments, take the payments in one sum, or make any other change, unless You give that person the option in writing.

If You die on or after the Maturity Date, any payments then being made will be distributed at least as rapidly as under the method of distribution being used at the date of Your death.

Option A. Interest: Payment other than interest will be deferred during the lifetime of the Payee or for such period as may be mutually agreed upon at the time of election of this Option. After such period, any benefits remaining with Us will be paid in one sum unless payment under some other Option has been elected in writing.

Interest at such a rate as we determine annually, but not at a rate less than 1% per year, will be paid monthly, quarterly, semi-annually or annually as elected. If the Payee is a minor, interest will not be paid to the Payee but will be added to the benefits until the Payee reaches legal age if either: (a) there is no legally appointed guardian or custodian for such Payee; or (b) it is provided in the election of this Option.

If after any payment the amount remaining with Us is less than \$1,000, the balance will be payable in one sum.

Option B. Fixed Amount: Payment will be made monthly, quarterly, semi-annually or annually in equal specified amounts of not less than 5% per year of the amount applied to this Payment Option until exhausted by a final payment equal to or less than the fixed amount elected. Interest at such rate as We will determine annually, but not at a rate less than 1% per year, will be credited to the balance remaining with Us. Payments will not be made for less than 10 years nor more than 30 years. Any balance then remaining with Us will be paid in one sum.

8. PAYMENT OPTIONS (continued)

Option C. Fixed Period: Payment will be made, for the fixed number of years elected, in equal monthly, quarterly, semi-annual or annual amounts, in accordance with Payment Option C Table 1. The payments in the table include interest at the rate of 1.5% per year. Payments will not be made for less than 10 years.

Option D. Life Income With Period Certain: We will pay a monthly income during the period certain elected and during the Annuitant's remaining lifetime as shown in Payment Option D Table 2, based on the sex and Age of the Annuitant on the due date of the first payment. The period certain elected may only be 10 or 20 years. If any option with a period certain provides for installment payments of the same amount at some ages for different periods certain, We will deem an election to have been made for the longest period certain which could have been elected for such age and amount.

If the Annuitant dies before the end of the elected period certain, We will make these payments to the Payee for the rest of such period. If both the Annuitant and the Payee die before the end of the elected period, We will continue to make these payments to the Contingent Payee for the rest of such period. If there is no Contingent Payee, We will then make payments to the Primary Owner or the Primary Owner's estate.

Option E. Single Premium Annuity: You may elect to purchase any single premium immediate annuity We then offer.

OTHER OPTIONS: We may offer other payment options or alternative versions of the options listed above.

GENERAL CONDITIONS: The Payment Options described above are available only if the following conditions are met:

- (a) Any Annuitant must be a Natural Person.
- (b) To elect an Option, the amount applied to such Option must be \$1,000 or more except that under Option D or E it must be \$5,000 or more. If the amount applied to an Option is less than these limits We will pay the balance in one sum to the person then otherwise entitled to payments.
- (c) Under any elected Payment Option, the benefits will neither be transferable nor subject to legal process to the extent allowed by law.
- (d) We will have the right, where payment to any Payee would be less than \$20, to change the frequency of payment so that each payment to each Payee will amount to at least \$20. If an annual payment is less than \$20, We may pay, in one sum, the remaining benefits payable to the Payee then otherwise entitled to payments.
- (e) Payment under Option D will be subject to reasonable satisfactory proof of Age of the Annuitant, and there will be only one Payee. Payment under Option E will be subject to reasonable satisfactory proof of Age of the Annuitant.
- (f) The first payment under any of the Payment Options except Option A or E will be due and payable on the Maturity Date.
- (g) On the death of the last surviving Payee or Contingent Payee, any payments which remain to be made will be paid in one sum to that Payee's estate. The one sum payment will be the commuted value using the same interest rate and mortality table that was used to determine the payments.

MONTHLY INCOME PER \$1,000
TABLE 1 - OPTION C: FIXED PERIOD

Years	1	2	3	4	5	6	7	8	9	10
Amount	\$83.90	\$42.26	\$28.39	\$21.45	\$17.28	\$14.51	\$12.53	\$11.04	\$9.89	\$8.96
Years	11	12	13	14	15	16	17	18	19	20
Amount	\$8.21	\$7.58	\$7.05	\$6.59	\$6.20	\$5.85	\$5.55	\$5.27	\$5.03	\$4.81
Years	21	22	23	24	25	26	27	28	29	30
Amount	\$4.62	\$4.44	\$4.28	\$4.13	\$3.99	\$3.86	\$3.75	\$3.64	\$3.54	\$3.44

Under Option C payments for less frequent intervals are obtained by multiplying the respective monthly payments by 2.99 for a quarterly payment, 5.96 for a semi-annual payment and 11.84 for an annual payment.

TABLE 2 - OPTION D: LIFE INCOME WITH PERIOD CERTAIN

<u>Age</u>	<u>Male 10 years Certain</u>	<u>Male 20 years Certain</u>	<u>Female 10 years Certain</u>	<u>Female 20 years Certain</u>
5	\$1.84	\$1.84	\$1.79	\$1.79
6	1.86	1.86	1.80	1.80
7	1.87	1.87	1.81	1.81
8	1.88	1.88	1.82	1.82
9	1.90	1.90	1.84	1.84
10	1.91	1.91	1.85	1.85
11	1.93	1.93	1.86	1.86
12	1.94	1.94	1.88	1.88
13	1.96	1.96	1.89	1.89
14	1.98	1.97	1.91	1.91
15	1.99	1.99	1.92	1.92
16	2.01	2.01	1.94	1.94
17	2.03	2.03	1.95	1.95
18	2.05	2.04	1.97	1.97
19	2.07	2.06	1.99	1.99
20	2.09	2.08	2.01	2.00
21	2.11	2.10	2.02	2.02
22	2.13	2.12	2.04	2.04
23	2.15	2.15	2.06	2.06
24	2.17	2.17	2.08	2.08
25	2.20	2.19	2.10	2.10
26	2.22	2.22	2.12	2.12
27	2.25	2.24	2.15	2.14
28	2.27	2.27	2.17	2.17
29	2.30	2.29	2.19	2.19
30	2.33	2.32	2.22	2.21
31	2.36	2.35	2.24	2.24
32	2.39	2.38	2.27	2.27
33	2.42	2.41	2.30	2.29
34	2.45	2.44	2.33	2.32
35	2.49	2.47	2.36	2.35
36	2.52	2.51	2.39	2.38

The above guaranteed minimum monthly payments for each \$1,000 of accumulation value are based on the "2000 Individual Annuity Mortality Table" (Age last birthday)] and an interest rate of 1.5%.

TABLE 2 - OPTION D: LIFE INCOME WITH PERIOD CERTAIN

<u>Age</u>	<u>Male 10 years Certain</u>	<u>Male 20 years Certain</u>	<u>Female 10 years Certain</u>	<u>Female 20 years Certain</u>
37	2.56	2.54	2.42	2.41
38	2.60	2.58	2.45	2.44
39	2.64	2.62	2.49	2.48
40	2.68	2.66	2.53	2.51
41	2.73	2.70	2.56	2.55
42	2.77	2.74	2.60	2.59
43	2.82	2.79	2.64	2.63
44	2.87	2.83	2.69	2.67
45	2.93	2.88	2.73	2.71
46	2.98	2.93	2.78	2.76
47	3.04	2.98	2.83	2.80
48	3.10	3.03	2.88	2.85
49	3.16	3.09	2.93	2.90
50	3.22	3.14	2.99	2.95
51	3.29	3.20	3.05	3.00
52	3.36	3.26	3.11	3.06
53	3.44	3.32	3.18	3.12
54	3.51	3.39	3.25	3.18
55	3.60	3.45	3.32	3.24
56	3.68	3.52	3.39	3.30
57	3.77	3.58	3.47	3.37
58	3.87	3.65	3.56	3.44
59	3.97	3.72	3.64	3.51
60	4.07	3.79	3.74	3.58
61	4.19	3.86	3.83	3.65
62	4.30	3.93	3.94	3.73
63	4.43	4.00	4.05	3.81
64	4.55	4.07	4.16	3.88
65	4.69	4.14	4.28	3.96
66	4.83	4.21	4.41	4.04
67	4.98	4.27	4.55	4.11
68	5.13	4.33	4.69	4.18

The above guaranteed minimum monthly payments for each \$1,000 of Annuity Value are based on the "2000 Individual Annuity Mortality Table" and an interest rate of 1.5%.

TABLE 2 - OPTION D: LIFE INCOME WITH PERIOD CERTAIN

<u>Age</u>	<u>Male 10 years Certain</u>	<u>Male 20 years Certain</u>	<u>Female 10 years Certain</u>	<u>Female 20 years Certain</u>
69	5.29	4.39	4.84	4.26
70	5.45	4.44	5.00	4.32
71	5.62	4.49	5.17	4.39
72	5.79	4.54	5.34	4.45
73	5.96	4.58	5.52	4.50
74	6.14	4.62	5.71	4.55
75	6.32	4.65	5.91	4.60
76	6.51	4.68	6.11	4.64
77	6.69	4.71	6.31	4.67
78	6.87	4.73	6.52	4.70
79	7.05	4.75	6.73	4.73
80	7.22	4.76	6.93	4.75
81	7.39	4.78	7.14	4.76
82	7.56	4.79	7.33	4.78
83	7.71	4.79	7.52	4.79
84	7.86	4.80	7.69	4.80
85	8.00	4.81	7.86	4.80
86	8.13	4.81	8.01	4.81
87	8.24	4.81	8.15	4.81
88	8.35	4.81	8.27	4.81
89	8.45	4.81	8.38	4.81
90	8.54	4.81	8.48	4.81
91	8.61	4.81	8.56	4.81
92	8.68	4.81	8.64	4.81
93	8.74	4.81	8.71	4.81
94	8.80	4.81	8.76	4.81
95	8.84	4.81	8.81	4.81
96	8.88	4.81	8.85	4.81
97	8.90	4.81	8.89	4.81
98	8.93	4.81	8.91	4.81
99	8.94	4.81	8.93	4.81
100	8.95	4.81	8.95	4.81

The above guaranteed minimum monthly payments for each \$1,000 of Annuity Value are based on the "2000 Individual Annuity Mortality Table" and an interest rate of 1.5%.

**SINGLE PREMIUM DEFERRED ANNUITY CONTRACT
NON-PARTICIPATING**

S.USA Life Insurance Company, Inc.
[P. O. 1050, Newark, NJ 07101-1050]
[Toll Free: 1-866-SUSA-123 (1-866-787-2123)] [www.susa.com]



S.USA LIFE INSURANCE COMPANY, INC.

INDIVIDUAL FIXED / INDEXED ANNUITY APPLICATION

[P.O. Box 1050, Newark, NJ 07101-1050]

[Toll Free: 1-866-SUSA/ 1-866-787-2123]

[website: www.susa.com]

1. PROPOSED OWNER INFORMATION (individual)

Last Name		First Name		MI	Phone Number for Contact Day:	
Social Security Number	Sex	Date of Birth	State of Birth	Country of Birth	Evening:	
Mailing Address (Number, Street, Apt. #)			City	State	Zip Code	
Driver's License State and Number		E-Mail Address		Are you a United States citizen or legal permanent resident? <input type="checkbox"/> Yes <input type="checkbox"/> No		

2. JOINT OWNER INFORMATION (nonqualified annuities only)

Last Name		First Name		MI	Social Security # or Tax ID #	
Address (Number, Street, Apt. #)			City	State	Zip Code	
Date of Birth	Relationship to Owner		Telephone Number			
E-Mail Address			Are you a United States citizen or legal permanent resident? <input type="checkbox"/> Yes <input type="checkbox"/> No			

3. PROPOSED OWNER INFORMATION (if Owner is a [Revocable Living] Trust)

Name				Date of Trust (mm/dd/yyyy)		
Address (Number, Street, Apt. #)			City	State	Zip Code	
Tax ID Number			E-Mail Address			
Name of Trustee(s) (if Trust is Named)						

Please submit the first and signature pages of the trust document, and the completed Trust Acknowledgment.

4. ANNUITANT INFORMATION (if other than Owner)

Last Name		First Name		MI	Social Security # or Tax ID #	
Address (Number, Street, Apt. #)			City	State	Zip Code	
Date of Birth	Relationship to Owner		Telephone Number			
E-Mail Address			Are you a United States citizen or legal permanent resident? <input type="checkbox"/> Yes <input type="checkbox"/> No			

5. BENEFICIARY INFORMATION

Beneficiary Name <input type="checkbox"/> Primary <input type="checkbox"/> Contingent				Social Security # or Tax ID #		
Address (Number, Street, Apt. #)			City	State	Zip Code	
Date of Birth	Relationship to Owner	Percent of Proceeds	Telephone Number			

5. BENEFICIARY INFORMATION (continued)

Beneficiary Name <input type="checkbox"/> Primary <input type="checkbox"/> Contingent			Social Security # or Tax ID #
Address (Number, Street, Apt. #)		City	State Zip Code
Date of Birth	Relationship to Owner	Percent of Proceeds	Telephone Number
Beneficiary Name <input type="checkbox"/> Primary <input type="checkbox"/> Contingent			Social Security # or Tax ID #
Address (Number, Street, Apt. #)		City	State Zip Code
Date of Birth	Relationship to Owner	Percent of Proceeds	Telephone Number

Please attach another page for additional beneficiary information. The Percent of Proceeds for each type of beneficiary must equal 100%.

6. REPLACEMENT INFORMATION

1. Is there any life insurance or annuity contract in force on the Proposed Annuitant with this or any other company? Yes No
 2. Is the annuity applied for intended to replace or change any life insurance or annuity contract in force with this or any other company? Yes No
 3. Are any other life insurance or annuity applications pending with this or any other company? Yes No
- List all current or pending life insurance or annuity coverage below.

Annuitant's / Insured's Name	Company	Owner	Replacement	Face Amount/ Account Value	Year Issued
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		

7. ANNUITY APPLIED FOR

Withdrawal Charge Period: 5 Year 7 Year 9 Year

Market Value Adjustment: Yes No

Initial Investment Allocation:

Fixed Interest Account: [_____] %

Annual Performance Triggered Indexed Account: [_____] %

1-Year Point-to-Point Indexed Account: [_____] %

Percentage allocations must be in whole numbers and total 100%.

Single Premium or estimated Transfer/Rollover/1035 Exchange: \$ _____

Transfer Rollover* 1035 Exchange

Product Market: Nonqualified IRA Roth IRA Conversion Roth IRA

** Rollover should be completed within 60 days of distribution.*

8. SPECIAL REQUESTS

9. DECLARATIONS

On behalf of myself and any person who may claim any interest under the Contract, I represent that all statements set forth above are full, complete and true as written and correctly recorded to the best of my knowledge and belief. I understand that a copy of this application will be attached and made a part of the Contract when issued, and that I will be bound by the provisions and entitled to the rights and privileges of the Contract. I have received a copy of the Company disclosure material and understand that if I make a withdrawal other than during the last 30 days of any guarantee period, the Company may apply a Market Value Adjustment and deduct a Withdrawal Charge in accordance with the terms of the Contract.

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.

I understand that the annuity contract will not be issued until all money has been received and the total dollar amount meets the minimum premium requirement for the product. Interest does not accrue and the Index is not set until the effective Contract Issue date.

I believe this product is suitable for my financial goals.

By my signature below, I certify under penalties of perjury that my Social Security Number (Taxpayer Identification Number) provided is correct and I am not subject to back-up withholding.

Signed by the Owner at _____ on _____ .
City, State Date

X _____
Signature of **Owner** and title* if applicable

Signed by the Joint Owner at _____ on _____ .
City, State Date

X _____
Signature of **Joint Owner**, if applicable

Signed by the Proposed Annuitant at _____ on _____ .
City, State Date

X _____
Signature of **Proposed Annuitant**, if other than Owner

* Title required if Owner is a Trust

10. AGENT CERTIFICATION

- 1. To the best of your knowledge and belief, is there an existing life insurance policy or annuity contract insuring the proposed annuitant's life? Yes No
- 2. To the best of your knowledge and belief, replacement is or may be involved in this transaction. Yes No

If "Yes" to either of these questions, complete any required replacement forms.

I informed the client that the annuity contract will not be issued until all money has been received and the total dollar amount meets the minimum premium requirement for the product. Interest does not accrue and the Index is not set until the effective Contract Issue date.

I believe this product is suitable based on the information provided by the Owner/Applicant regarding his/her insurance needs and financial objectives.

I certify that the above statements and responses are true and accurate.

_____ Agent Number

_____ E-Mail Address of Agent

_____ Print Agent's Name

X _____ Agent's Signature

_____ Telephone Number of Agent

_____ Date

_____ General Agency Name

_____ General Agency Number

FOR S.USA USE ONLY

MK Code _____

Sales Number _____

General Agency Name _____

General Agency Number _____



S.USA LIFE INSURANCE COMPANY, INC.
INDIVIDUAL FIXED / INDEXED ANNUITY APPLICATION

[P.O. Box 1050, Newark, NJ 07101-1050]

[Toll Free: 1-866-SUSA/ 1-866-787-2123]

[website: www.susa.com]

PREMIUM RECEIPT (Please detach and leave with applicant)

_____ \$ _____
Annuitant Amount Received

_____ _____
Type of Annuity Applied For Date of Receipt

The amount shown above is to be applied as payment on the annuity applied for. The receipt shall be void if it is given for a payment which is not honored upon presentation.

The contract will not be effective until after the full premium is received by S.USA Life Insurance Company, Inc.

**ALL PREMIUM CHECKS MUST BE MADE PAYABLE TO S.USA LIFE INSURANCE COMPANY, INC.
DO NOT MAKE CHECKS PAYABLE TO THE AGENT OR LEAVE THE PAYEE BLANK.**

X _____
Signature of Agent

SERFF Tracking #:

SBLU-130816857

State Tracking #:**Company Tracking #:**

FIAPUEDC16

State:

District of Columbia

Filing Company:

S.USA Life Insurance Company, Inc.

TOI/Sub-TOI:

A071 Individual Annuities - Special/A071.001 Equity Indexed

Product Name:

S. USA-SPDIA-Contract/App/Riders

Project Name/Number:

/

Supporting Document Schedules

Satisfied - Item:	Statement of Variability
Comments:	
Attachment(s):	DC SUSA MOV for SPDIA APP 11.17.2016.pdf DC SUSA MOV for SPDIA MVA 11.17.16.pdf DC SUSA MOV for SPDIA Non MVA 11.17.16.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Authorization Letter
Comments:	
Attachment(s):	S.USA Authorization McHugh Consulting Filing via SERFF 7 21 16.pdf
Item Status:	
Status Date:	
Satisfied - Item:	DC Life and Health Guaranty Fund Notice
Comments:	
Attachment(s):	GAN DC.pdf
Item Status:	
Status Date:	
Satisfied - Item:	Actuarial Memorandums
Comments:	
Attachment(s):	Actuarial Memos - FIA 2016 - FIAPUEDC16 - 11.11.2016.pdf Actuarial Memos - FIA 2016 - FIMPUEDC16 - 11.11.2016.pdf
Item Status:	
Status Date:	

S. USA Life Insurance Company, Inc.

Memorandum of Variable Material

For

Application

U-APPFIAEDC16

November 17, 2016

Variability is indicated in the forms by use of bracketing variable information.

Page Number	Bracketed Item	Explanation of Variable Material
1	Company Logo	The Company wants to keep the option open for use of logo according to branding purposes. This will be done by replacing the company logo with a product logo.
1 and 5	Tracking Number	This field is specific to each individual application.
1 and 5	Bar code	This field is specific to each individual application.
1 and 5	Company Mailing Address	Company address may change in the future. An informational filing will be submitted to the Department as required.
1 and 5	Company Phone Number and Website Address	These fields are subject to change in the future.
1	Revocable Living	This language will appear or will be omitted.
2	Fixed Interest Account Percentage	The range is between 0% and 100%.
2	Annual Performance Triggered Indexed Account	The range is between 0% and 100%.
2	1 Year Point-to-Point Account	The range is between 0% and 100%.

S. USA Life Insurance Company, Inc.

Memorandum of Variable Material

For

Policy Form FIMPUEDC16

November 17, 2016

Variability is indicated in the forms by use of bracketing variable information.

Page Number	Bracketed Item	Explanation of Variable Material
1 (Cover)	Company Logo	The Company wants to keep the option open for use of logo according to branding purposes. This will be done by replacing the company logo with a product logo.
1 (Cover) and last page	Company Mailing Address	Company address may change in the future. An informational filing will be submitted to the Department, as required.
1 (Cover) and last page	Company Phone Number and Website Address	These fields are subject to change in the future.
1 (Cover)	Company Officer Signatures and Titles	These fields are subject to change. In the event the title of an officer signing the policy or contract form changes, any new title utilized will be the title of an officer of the company.
POLICY DATA		
Page Number	Bracketed Item	Explanation of Variable Material
3-6	Plan Type	This will print the following depending on the type of product issued: Non-Qualified or Qualified.
3	Annuitant	This is John Doe information and is subject to change.
3	Annuitant's Age and Gender	The Annuitant's age ranges from 0 to 85 and the gender will reflect either Male or Female.
3	Owner	This is John Doe information and is subject to change.
3	Contract Number	This is John Doe information and is subject to change.
3	Single Premium	Single premium payment ranges from \$5,000 to \$5,000,000
3	Contract Date	This is John Doe information and is subject to change.
3	Maturity Date	This is John Doe information and is subject to change.
3	Joint Owner Election	This will only display when joint ownership is elected.
3	Joint Owner	This is Jane Doe information and is subject to change.
3	Lifetime Guaranteed Minimum Interest Rate	Will be the Guaranteed Minimum Interest Rate and is based on a formula filed with the Department.
3	Nonforfeiture Rate	The rate shown will be the current nonforfeiture rate, ranging from 1% - 3%.

3	Expense Load	The expense load shown is the current expense load, ranging from 0% - 12.5%.
3	Withdrawal Charge Period	5, 7 or 9
3	MVA Page Number	This will display the correct page number of the MVA provision.
3	Withdrawal Charge Schedule	The schedule presented will be based on Withdrawal Charge Period selected (5, 7 or 9 years). The withdrawal charge will be 9% in the first year and decrease by 1% annually afterwards.
4	Initial Fixed Interest Account Allocation Percentage	This will be the percentage of premium to be allocated to the fixed interest account and the ranges that will appear will be between 0% and 100%.
4	Initial Fixed Interest Account Value	This will be the beginning value of the fixed interest account based on the Initial Fixed Interest Account Allocation percentage chosen for the single premium. The ranges to appear will be between \$0 to \$5,000,000.
4	Initial Fixed Interest Rate	The rate shown will be the current interest rate and will never be less than the Lifetime Guaranteed Minimum Interest Rate. The range to appear will be between 1% and 10%.
4	Initial Fixed Interest Rate Guarantee Period	This will be the length of time fixed interest will be credited. The length of time can be 1-10 years.
4	Subsequent Fixed Interest Rate Guarantee Period	This is the length of time subsequent fixed interest will be credited to the Fixed Interest Account. The length of time can be 1-10 years.
4	Initial Performance Triggered Indexed Account Allocation Percentage	This will be the percentage of premium to be allocated to the Performance Triggered Indexed Account and will range from 0% to 100%.
4	Initial Performance Triggered Indexed Account Value	This will be the beginning value of the account based on the Initial Performance Triggered Indexed Account Allocation Percentage chosen for the single premium and the range that will appear will be between \$0 and \$5,000,000.
4	Index Value on the Contract Date	This will be the published closing value of a particular index on the day the contract is effective.
4	Initial Indexed Term	The initial Indexed Term will range between 1-10 years.
4	Subsequent Indexed Term	Subsequent Indexed Term will range between 1-10 years. Any subsequent index term will not be longer than the indexed term preceding it.
4	Initial Specified Rate	The rate that will appear will be the current specified rate declared by the company on the contract date but will never be lower than the Guaranteed Minimum Specified Rate and the range that will appear will be between 0% and 5%.
4	Guaranteed Minimum Specified Rate	The rate that will appear will be the current Guarantee Minimum Specified Rate declared by the company on the contract date. The range will be .25%-2.00%.

5	Initial P2P Indexed Account Allocation Percentage	This will be the percentage of premium to be allocated to the 1-Year Point-to-Point Indexed Account and will range from 0% to 100%.
5	Initial P2P Indexed Account Value	This will be the beginning value of the account based on the Initial Indexed Account Allocation Percentage chosen for the single premium and the range that will appear will be between \$0 and \$5,000,000.
5	Index Value on the Contract Date	This will be the published closing value of a particular index on the day the contract is effective.
5	Initial Indexed Term	The initial Indexed Term will range between 1-10 years.
5	Subsequent Indexed Term	Subsequent Indexed Term will range between 1-10 years. Any subsequent index term will not be longer than the indexed term preceding it.
5	Initial Indexed Interest Cap	This will be the maximum indexed credit percentage that can be credited to the Indexed Account Value and will range from 0% to 10%. The initial indexed interest cap will never be less than the guaranteed minimum indexed interest cap.
5	Guaranteed Minimum Indexed Interest Cap	This is the minimum indexed credit percentage that can be credited to the indexed account. The range is .25%-2.00%.

S. USA Life Insurance Company, Inc.

Memorandum of Variable Material

For

Policy Form FIAPUEDC16

November 17, 2016

Variability is indicated in the forms by use of bracketing variable information.

Page Number	Bracketed Item	Explanation of Variable Material
1 (Cover)	Company Logo	The Company wants to keep the option open for use of logo according to branding purposes. This will be done by replacing the company logo with a product logo.
1 (Cover) and last page	Company Mailing Address	Company address may change in the future. An informational filing will be submitted to the Department, as required.
1 (Cover) and last page	Company Phone Number and Website Address	These fields are subject to change in the future.
1 (Cover)	Company Officer Signatures and Titles	These fields are subject to change. In the event the title of an officer signing the policy or contract form changes, any new title utilized will be the title of an officer of the company.
POLICY DATA		
Page Number	Bracketed Item	Explanation of Variable Material
3-6	Plan Type	This will print the following depending on the type of product issued: Non-Qualified or Qualified.
3	Annuitant	This is John Doe information and is subject to change.
3	Annuitant's Age and Gender	The Annuitant's age ranges from 0 to 85 and the gender will reflect either Male or Female.
3	Owner	This is John Doe information and is subject to change.
3	Contract Number	This is John Doe information and is subject to change.
3	Single Premium	Single premium payment ranges from \$5,000 to \$5,000,000
3	Contract Date	This is John Doe information and is subject to change.
3	Maturity Date	This is John Doe information and is subject to change.
3	Joint Owner Election	This will only display when joint ownership is elected.
3	Joint Owner	This is Jane Doe information and is subject to change.
3	Lifetime Guaranteed Minimum Interest Rate	Will be the Guaranteed Minimum Interest Rate and is based on a formula filed with the Department.
3	Nonforfeiture Rate	The rate shown will be the current nonforfeiture rate, ranging from 1% - 3%.

3	Expense Load	The expense load shown is the current expense load, ranging from 0% - 12.5%.
3	Withdrawal Charge Period	5, 7 or 9
3	Withdrawal Charge Schedule	The schedule presented will be based on Withdrawal Charge Period selected (5, 7 or 9 years). The withdrawal charge will be 9% in the first year and decrease by 1% annually afterwards.
4	Initial Fixed Interest Account Allocation Percentage	This will be the percentage of premium to be allocated to the fixed interest account and the ranges that will appear will be between 0% and 100%.
4	Initial Fixed Interest Account Value	This will be the beginning value of the fixed interest account based on the Initial Fixed Interest Account Allocation percentage chosen for the single premium. The ranges to appear will be between \$0 to \$5,000,000.
4	Initial Fixed Interest Rate	The rate shown will be the current interest rate and will never be less than the Lifetime Guaranteed Minimum Interest Rate. The range to appear will be between 1% and 10%.
4	Initial Fixed Interest Rate Guarantee Period	This will be the length of time fixed interest will be credited. The length of time can be 1-10 years.
4	Subsequent Fixed Interest Rate Guarantee Period	This is the length of time subsequent fixed interest will be credited to the Fixed Interest Account. The length of time can be 1-10 years.
4	Initial Performance Triggered Indexed Account Allocation Percentage	This will be the percentage of premium to be allocated to the Performance Triggered Indexed Account and will range from 0% to 100%.
4	Initial Performance Triggered Indexed Account Value	This will be the beginning value of the account based on the Initial Performance Triggered Indexed Account Allocation Percentage chosen for the single premium and the range that will appear will be between \$0 and \$5,000,000.
4	Index Value on the Contract Date	This will be the published closing value of a particular index on the day the contract is effective.
4	Initial Indexed Term	The initial Indexed Term will range between 1-10 years.
4	Subsequent Indexed Term	Subsequent Indexed Term will range between 1-10 years. Any subsequent index term will not be longer than the indexed term preceding it.
4	Initial Specified Rate	The rate that will appear will be the current specified rate declared by the company on the contract date but will never be lower than the Guaranteed Minimum Specified Rate and the range that will appear will be between 0% and 5%.
4	Guaranteed Minimum Specified Rate	The rate that will appear will be the current Guarantee Minimum Specified Rate declared by the company on the contract date. The range will be .25%-2.00%.

5	Initial P2P Indexed Account Allocation Percentage	This will be the percentage of premium to be allocated to the 1-Year Point-to-Point Indexed Account and will range from 0% to 100%.
5	Initial P2P Indexed Account Value	This will be the beginning value of the account based on the Initial Indexed Account Allocation Percentage chosen for the single premium and the range that will appear will be between \$0 and \$5,000,000.
5	Index Value on the Contract Date	This will be the published closing value of a particular index on the day the contract is effective.
5	Initial Indexed Term	The initial Indexed Term will range between 1-10 years.
5	Subsequent Indexed Term	Subsequent Indexed Term will range between 1-10 years. Any subsequent index term will not be longer than the indexed term preceding it.
5	Initial Indexed Interest Cap	This will be the maximum indexed credit percentage that can be credited to the Indexed Account Value and will range from 0% to 10%. The initial indexed interest cap will never be less than the guaranteed minimum indexed interest cap.
5	Guaranteed Minimum Indexed Interest Cap	This is the minimum indexed credit percentage that can be credited to the indexed account. The range is .25%-2.00%.



Michal R Ryduchowski
Vice President, Deputy Chief Actuary
Phone: (212) 356-0386 Fax: (212) 624-0711
Email: Michal.Ryduchowski@Prosperitylife.com

July 21, 2016

NAIC Company Code: 60183

Re: S.USA Authority Designation for McHugh Consulting Resources, Inc. for filings via
SERFF

To Whom It May Concern:

This letter acts as authorization for McHugh Consulting Resources, Inc. and its representative analysts to file any or all policy forms/and or rates on behalf of the above-referenced company and to serve as the primary contact on behalf of the company regarding such filings while under review. Please contact McHugh Consulting Resources, Inc. with questions or comments regarding this filing.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Ryduchowski', with a long horizontal flourish extending to the right.

Michal Ryduchowski
Vice President, Deputy Chief Actuary
S.USA Life Insurance Company

SUMMARY OF GENERAL PURPOSES, COVERAGE LIMITATIONS AND CONSUMER PROTECTION

General Purposes

Residents of the District of Columbia should know that licensed insurers who sell health insurance, life insurance, and annuities in the District of Columbia are members of the District of Columbia Life and Health Insurance Guaranty Association ("Guaranty Association").

The purpose of the Guaranty Association is to provide statutorily-determined benefits associated with covered policies and contracts in the unlikely event that a member insurer is unable to meet its financial obligations and is found by a court of law to be insolvent. When a member insurer is found by a court to be insolvent, the Guaranty Association will assess the other member insurers to satisfy the benefits associated with any outstanding covered claims of persons residing in the District of Columbia. However, the protection provided through the Guaranty Association is subjected to certain statutory limits explained under "Coverage Limitations" section, below. In some cases, the Guaranty Association may facilitate the reassignment of policies or contracts to other licensed insurance companies to keep the coverage in-force, with no change in contractual rights or benefits.

Coverage

The Guaranty Association, established pursuant to the Life and Health Guaranty Association Act of 1992 ("Act"), effective July 22, 1992 (D.C. Law 9-129; D.C. Official Code § 31-5401 et seq.), provides insolvency protection for certain types of insurance policies and contracts.

The insolvency protections provided by the Guaranty Association is generally conditioned on a person being 1) a resident of the District of Columbia and 2) the individual insured or owner under a health insurance, life insurance, or annuity contract issued by a member insurer, or insured under a group policy insurance contract issued by a member insurer. Beneficiaries, payees, or assignees of District insureds are also covered under the Act, even if they reside in another state.

Coverage Limitations

The Act also limits the amount the Guaranty Association is obligated to pay. The benefits for which the Guaranty Association may become liable shall be limited to the lesser of:

- The contractual obligations for which the insurer is liable or for which the insurer would have been liable if it were not an impaired or insolvent insurer; or
- With respect to any one life, regardless of the number of policies, contracts, or certificates:

- \$300,000 in life insurance death benefits for any one life; including net cash surrender or net cash withdrawal values;
- \$300,000 in the present value of annuity benefits, including net cash surrender or net cash withdrawal values;
- \$300,000 in the present value of structured settlement annuity benefits, including net cash surrender or net cash withdrawal values;
- \$300,000 for long-term care insurance benefits;
- \$300,000 for disability insurance benefits;
- \$500,000 for basic hospital, medical, and surgical insurance, or major medical insurance benefits;
- \$100,000 for coverage not defined as disability insurance or basic hospital, medical and surgical insurance or major medical insurance or long term care insurance including any net cash surrender and net cash withdrawal values.

In no event is the Guaranty Association liable for more than \$300,000 in benefits with respect to any one life (\$500,000 in the event of basic hospital, medical and surgical insurance or major medical insurance).

Additionally, the Guaranty Association is not obligated to cover more than \$5,000,000 for multiple non-group policies of life insurance with one owner of regardless of the number of policies owned.

Exclusions Examples

Policy or contract holders are not protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was domiciled in a state whose guaranty association law protects insureds that live outside of that state);
- Their insurer was not authorized to do business in the District of Columbia; or
- Their policy was issued by a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, a non-profit hospital or medical service organization, a health maintenance organization, or a risk retention group.

The Guaranty Association also does not cover:

- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Any plan or program of an employer or association that provides life, health, or annuity benefits to its employees or members and is self-funded;
- Interest rate guarantees which exceed certain statutory limitations;

- Dividends, experience rating credits or fees for services in connection with a policy;
- Credits given in connection with the administration of a policy by a group contract holder; or
- Unallocated annuity contracts.

Consumer Protection

To learn more about the above referenced protections, please visit the Guaranty Association's website at www.dclifega.org. Additional questions may be directed to the District of Columbia Department of Insurance, Securities and Banking (DISB) and they will respond to questions not specifically addressed in this disclosure document.

Policy or contract holders with additional questions may contact either:

**District of Columbia
Department of Insurance, Securities
and Banking
810 First Street, N.E., Suite 701
Washington, DC 20002
(202) 727-8000**

**District of Columbia
Life and Health Guaranty
Association
1200 G Street, N.W.
Washington, DC 20005
(202) 434-8771**

Pursuant to the Act (D.C. Official Code § 31-5416), insurers are required to provide notice to policy and contract holders of the existence of the Guaranty Association and the amounts of coverage provided under the Act. Your insurer and agent are prohibited by law from using the existence of the Guaranty Association and the protection it provides to market insurance products. You should not rely on the insolvency protection provided under the Act when selecting an insurer or insurance product. If you have obtained this document from an agent in connection with the purchase of a policy or contract, you should be aware that such delivery does not guarantee that the Guaranty Association would cover your policy or contract. Any determination of whether a policy or contract will be covered will be determined solely by the coverage provisions of the Act.

This disclosure is intended to summarize the general purpose of the Act and does not address all the provisions of the Act. Moreover, the disclosure is not intended and should not be relied upon to alter any rights established in any policy or contract or under the Act.

S. USA Life Insurance Company, Inc.
Actuarial Memorandum
Single Premium Fixed Indexed Deferred
Annuity Contract
Policy Form FIAPUEDC16

Purpose

This is an actuarial memorandum for policy form FIAPUEDC16. It is not intended for other purposes.

General Description

A single-premium, general account annuity that includes the following features:

- A fixed interest account and two indexed accounts
 - 1-Year fixed account with the fixed interest rate not less than the Guaranteed Minimum Interest Rate
 - 1 Year Point to Point Indexed Account with interests credited based on S&P performance.
 - 1 Year Performance Triggered Account with interests credited at a specified rate if S&P performance is positive.
- 10% free withdrawal
- Choice of 5, 7 or 9 years of Withdrawal Charge Period during which Withdrawal Charges will apply.
- Full Accumulation Value applied to a Payment Option on the Maturity Date.
- The issue ages are 0-85.

Fixed Interest Account

The interest rate for the fixed account will be declared annually. If no Fixed Interest Rate is declared for a Fixed Interest Rate Guarantee Period, the Fixed Interest Rate will be the Fixed Interest Rate last declared by the Company. Subsequent Fixed Interest Rates may be higher or lower than the Initial Fixed Interest Rate, but will never be less than the Guaranteed Minimum Interest Rate.

Annual Performance Triggered Indexed Account

The indexed term for this indexed account is 1 year. Interests credited for this account are described below. Initial allocation is made on the Contract Date and subsequent reallocations into or out of the Annual Performance Triggered Indexed Account can only be made at the beginning of an indexed term.

Indexed Interest

Indexed interest is credited at the end of an Indexed Term. Deductions for any Partial Withdrawals, Withdrawal Charges on any Partial Withdrawals, and Premium Taxes during an Indexed Term receive no indexed interest for the Indexed Term in which the deduction occurs. The amount of indexed interest credited at the end of an Indexed Term equals the Indexed Credit Percentage times the Indexed Account Value immediately preceding the end of the Indexed Term.

The Indexed Credit Percentage for an indexed term equals:

1. The Specified Rate for the indexed term, if the index value at the end of the indexed term is equal to or greater than the index value at the beginning of the indexed term; or
2. 0.00%, if the index value at the end of the indexed term is less than the index value at the beginning of the indexed term.

The Indexed Credit Percentage will never be less than 0.00%.

Specified Rate

The Specified Rate is a percentage rate that will be declared by the Company, at its discretion, prior to the beginning of an indexed term. Subsequent Specified Rates may be higher or lower than the initial Specified Rate, but will never be lower than the Guaranteed Minimum Specified Rate.

1-Year Point-to-Point Indexed Account (1YR P2P/CAP)

The indexed term for this indexed account is 1 year. Interests credited for this account are described below. Initial allocation is made on the Contract Date and subsequent reallocations into or out of the 1-Year Point-to-Point Indexed Account can only be made at the beginning of an indexed term.

Indexed Interest

Indexed interest is credited at the end of an Indexed Term. Deductions for any Partial Withdrawals, Withdrawal Charges on any Partial Withdrawals, and Premium Taxes during an Indexed Term receive no indexed interest for the Indexed Term in which the deduction occurs. The amount of indexed interest credited at the end of an Indexed Term equals the Indexed Credit Percentage times the Indexed Account Value immediately preceding the end of the Indexed Term.

The Indexed Credit Percentage for an indexed term equals the lesser of:

1. The Indexed Growth Percentage for the indexed term; or
2. The indexed interest cap, if any, for the indexed term.

The Indexed Growth Percentage for an indexed term equals the percentage increase, if any, in the Index Value at the end of the indexed term over the Index Value as of the beginning of the indexed term.

The Indexed Credit Percentage will never be less than 0.00%.

Indexed Interest Cap

The indexed interest cap is the maximum Indexed Credit Percentage that can be credited to the Indexed Account Value for an indexed term for which it is declared. The Company will declare, at its discretion, an indexed interest cap for each indexed term. If no indexed interest cap is declared for an indexed term, the indexed interest cap will be the indexed interest cap last declared by the Company.. The Company will determine the indexed interest caps on a basis that does not discriminate unfairly within any class of contracts. Subsequent indexed interest caps may be higher or lower than the initial indexed interest cap, but will never be less than the Guaranteed Minimum Interest Cap shown above.

Definitions

A. Accumulation Value

The initial Accumulation Value equals the Single Premium as shown on the Contract Data Pages. Otherwise, on any day on or before the Maturity Date, the Accumulation Value equals:

1. The Fixed Interest Account Value; plus
2. The sum of any Indexed Account Value(s).

Where the Fixed Interest Account Value equals:

1. The Fixed Interest Account Value at the beginning of the Contract Year; less
2. Any subsequent deductions for Partial Withdrawals (including any Withdrawal Charges on those Partial Withdrawals, if any); plus
3. Any fixed interest credited by Us; plus
4. Any amounts transferred into the Fixed Account on Contract Anniversaries due to reallocations; less
5. Any amounts transferred out of the Fixed Account on Contract Anniversaries due to reallocations.

Where an Indexed Account Value equals:

1. The Indexed Account Value at the beginning of the indexed term; less
2. Any subsequent deductions for Partial Withdrawals (including any Withdrawal Charges on those Partial Withdrawals, if any); plus
3. Any indexed interest credited by Us; plus
4. Any amounts transferred into the Indexed Account on Contract Anniversaries due to reallocations; less
5. Any amounts transferred out of the Indexed Account on Contract Anniversaries due to reallocations.

This contract has no Accumulation Value after the Maturity Date.

B. Guaranteed Minimum Cash Surrender Value

The Guaranteed Minimum Cash Surrender Value is equal to 87.5% of premium paid, less any prior partial withdrawal (including any Withdrawal Charges on those Partial Withdrawal, if any), less deductions for any required Taxes, accumulated at the Nonforfeiture Rate to the date of death, Annuitization or Surrender.

C. Nonforfeiture Rate

- The Nonforfeiture Rate will be determined once a year in January to be effective for the one year period beginning February 1.
- The indexed rate will be determined based on a 2-month average of the five-year CMT rates for November and December of the preceding calendar year.
- The 2-month average will then be rounded to the nearest 1/20th of a percent and reduced by 125 basis points.
- The Guaranteed Minimum Interest Rate will be the lesser of 3% and the calculated index rate, but not less than 1%.

Once the Nonforfeiture Rate is set, it will be applicable for the life of the contract.

Sample Calculation of Nonforfeiture Rate

Month	Avg. 5 Year CMT
November 2015 through December 2015 (See Appendix A)	1.68585%

2-Month Average = 1.68585%

Rounded to the nearest 1/20th of a percent = 1.70%

Reduced by 1.25 = 0.45%

The lesser of 3% and the indexed rate with a floor of 1.00% = 1.00%

D. Lifetime GMIR

The Lifetime Guaranteed Minimum Interest Rate (Lifetime GMIR) will always be as great as or greater than the Nonforfeiture Rate at the time. Once the Lifetime GMIR is set, it will be applicable for the life of the contract.

E. Cash Surrender Value

The cash surrender value is equal to the Accumulation Value minus any applicable Withdrawal Charge and Premium Taxes, if any. The withdrawal charge schedule varies according to the Withdrawal Charge Period selected as follows:

Contract Year	Withdrawal Charge Period		
	5-Yr	7-Yr	9-Yr
1	9%	9%	9%
2	8%	8%	8%
3	7%	7%	7%
4	6%	6%	6%
5	5%	5%	5%
6	0%	4%	4%
7	0%	3%	3%
8	0%	0%	2%
9	0%	0%	1%
10+	0%	0%	0%

The Cash Surrender Value at any time will not be less than the Guaranteed Minimum Cash Surrender Value.

F. Death Benefit

The Death Benefit is the Accumulation Value as of the date of death of the Owner plus interest at the then current rate described under Payment Option A from the date of death to the date of payment without deducting for a Withdrawal Charge.

G. Maturity Date

The Maturity Date is the date on which annuity payments are to start. The Owner may change the Maturity Date any time before annuity payments begin. The Maturity Date must be no earlier than the first Contract Anniversary and no later than the Contract Anniversary immediately following the Annuitant's 100th birthday.

H. Free Partial Withdrawal

The first withdrawal from the Accumulation Value during the first Contract Year of up to 10% of the Single Premium is not subject to Withdrawal Charges. The first withdrawal from the Accumulation Value during each Contract Year after the first, of up to 10% of the Accumulation Value as of the end of the prior Contract Year, is not subject to Withdrawal Charges. The Withdrawal Charges shown on the Contract Data Pages apply to any amount withdrawn in excess of the 10% and to any subsequent withdrawals in that Contract Year. If the first withdrawal of the Contract Year is a Full Surrender, the 10% Penalty Free Withdrawal still applies. If the full Penalty Free Withdrawal amount is not taken during any Contract Year, it does not carry over into the next Contract Year.

I. Reserve

Reserves for this policy form will be calculated in accordance with the Commissioners' Annuity Reserve Valuation Method (CARVM) using Black Scholes and the Annuity 2000 Mortality Table. The maximum valuation interest rate of 4.25% under Type C category for 2016 issues will be used.

Actuarial Certification

I, Xiao Dun Chi, am a member of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained in this memorandum.

I certify that this contract meets the requirements of the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities (SNLIDA), model #805. Please see appendix B-1 and B-2 for numerical examples for demonstrations of compliance with the Retrospective and Prospective tests of the SNLIDA. I also certify that the procedures used to determine the Nonforfeiture Rate for this contract are in compliance with the NAIC Annuity Nonforfeiture Model Regulation, model #806.



FSA, MAAA
November 11, 2016

Appendix A

Five Year Constant Maturity Rates for November 2015 through December 2015

11/2/2015	1.57
11/3/2015	1.59
11/4/2015	1.64
11/5/2015	1.65
11/6/2015	1.73
11/9/2015	1.75
11/10/2015	1.72
11/12/2015	1.73
11/13/2015	1.67
11/16/2015	1.66
11/17/2015	1.66
11/18/2015	1.69
11/19/2015	1.68
11/20/2015	1.70
11/23/2015	1.70
11/24/2015	1.66
11/25/2015	1.66
11/27/2015	1.64
11/30/2015	1.65
12/1/2015	1.59
12/2/2015	1.63
12/3/2015	1.74
12/4/2015	1.71
12/7/2015	1.67
12/8/2015	1.68
12/9/2015	1.64
12/10/2015	1.68
12/11/2015	1.56
12/14/2015	1.66
12/15/2015	1.71
12/16/2015	1.75
12/17/2015	1.73
12/18/2015	1.67
12/21/2015	1.67
12/22/2015	1.71
12/23/2015	1.74
12/24/2015	1.73
12/28/2015	1.73
12/29/2015	1.81
12/30/2015	1.80
12/31/2015	1.76

APPENDIX B-1
Deferred Non-Variable Annuity
Demonstration of Compliance with Retrospective Test

Contract Form Specifications

Issue Age:	60	Minimum Nonforfeiture Interest Rate:	3.00%
Guaranteed Period:	9 Years	Contract Minimum Guaranteed Interest Rate:	3.00%
Withdrawal Charge Type:	% of Contract Value	Measure Withdrawal Charges From:	Issue Date
Free Withdrawal Type:	10%		
Contract Loads:	None		

Contract Year	Premium	Guaranteed Account Value EOY	Withdrawal Charge Percent	Withdrawal Charge	(A)	(B)	Excess (A)-(B)
					Guaranteed Cash Value EOY	NL Law Minimum Cash Value EOY	
1	100,000	103,000	9.00%	8,370	94,630	90,125	4,505
2		106,090	8.00%	7,663	98,427	92,829	5,598
3		109,273	7.00%	6,906	102,366	95,614	6,753
4		112,551	6.00%	6,097	106,453	98,482	7,971
5		115,927	5.00%	5,234	110,694	101,436	9,257
6		119,405	4.00%	4,312	115,093	104,480	10,613
7		122,987	3.00%	3,331	119,656	107,614	12,042
8		126,677	2.00%	2,288	124,389	110,842	13,547
9		130,477	1.00%	1,178	129,299	114,168	15,132
10		134,392	0.00%	-	134,392	117,593	16,799

APPENDIX B-1
Deferred Non-Variable Annuity
Demonstration of Compliance with Retrospective Test

Contract Form Specifications

Issue Age:	60	Minimum Nonforfeiture Interest Rate:	3.00%
Guaranteed Period:	7 Years	Contract Minimum Guaranteed Interest Rate:	3.00%
Withdrawal Charge Type:	% of Contract Value	Measure Withdrawal Charges From:	Issue Date
Free Withdrawal Type:	10%		
Contract Loads:	None		

Contract Year	Premium	Guaranteed Account Value EOY	Withdrawal Charge Percent	Withdrawal Charge	(A)	(B)	Excess (A)-(B)
					Guaranteed Cash Value EOY	Minimum NL Law Cash Value EOY	
1	100,000	103,000	9.00%	8,370	94,630	90,125	4,505
2		106,090	8.00%	7,663	98,427	92,829	5,598
3		109,273	7.00%	6,906	102,366	95,614	6,753
4		112,551	6.00%	6,097	106,453	98,482	7,971
5		115,927	5.00%	5,234	110,694	101,436	9,257
6		119,405	4.00%	4,312	115,093	104,480	10,613
7		122,987	3.00%	3,331	119,656	107,614	12,042
8		126,677	0.00%	-	126,677	110,842	15,835
9		130,477	0.00%	-	130,477	114,168	16,310
10		134,392	0.00%	-	134,392	117,593	16,799

APPENDIX B-1
Deferred Non-Variable Annuity
Demonstration of Compliance with Retrospective Test

Contract Form Specifications

Issue Age:	60	Minimum Nonforfeiture Interest Rate:	3.00%
Guaranteed Period:	5 Years	Contract Minimum Guaranteed Interest Rate:	3.00%
Withdrawal Charge Type:	% of Contract Value	Measure Withdrawal Charges From:	Issue Date
Free Withdrawal Type:	10%		
Contract Loads:	None		

Contract Year	Premium	Guaranteed Account Value EOY	Withdrawal Charge Percent	Withdrawal Charge	(A)	(B)	Excess (A)-(B)
					Guaranteed Cash Value EOY	NL Law Minimum Cash Value EOY	
1	100,000	103,000	9.00%	8,370	94,630	90,125	4,505
2		106,090	8.00%	7,663	98,427	92,829	5,598
3		109,273	7.00%	6,906	102,366	95,614	6,753
4		112,551	6.00%	6,097	106,453	98,482	7,971
5		115,927	5.00%	5,234	110,694	101,436	9,257
6		119,405	0.00%	-	119,405	104,480	14,926
7		122,987	0.00%	-	122,987	107,614	15,373
8		126,677	0.00%	-	126,677	110,842	15,835
9		130,477	0.00%	-	130,477	114,168	16,310
10		134,392	0.00%	-	134,392	117,593	16,799

APPENDIX B-2

Deferred Non-Variable Annuity
 Demonstration of Compliance with Prospective Test

Contract Form Specifications

Issue Age:	60	Minimum Nonforfeiture Interest Rate:	3.00%
Guaranteed Period	9 Years	Contract Minimum Guaranteed Interest Rate:	3.00%
Withdrawal Charge Type:	% of Contract Value	Measure Withdrawal Charges From:	Issue Date
Free Withdrawal Type:	10%		
Contract Loads:	None		

Contract Year	Premium	Guaranteed Account Value BOY	Withdrawal Charge Percent	Withdrawal Charge	(A)	(B)	Excess (A)-(B)
					Guaranteed Cash Value BOY	Discounted Maturity Value Based on Prens to Date *	
1	100,000	100,000	9.00%	8,100	91,900	90,790	1,110
2		103,000	8.00%	7,440	95,560	94,422	1,138
3		106,090	7.00%	6,705	99,385	98,199	1,186
4		109,273	6.00%	5,920	103,353	102,127	1,226
5		112,551	5.00%	5,081	107,470	106,212	1,258
6		115,927	4.00%	4,187	111,741	110,460	1,280
7		119,405	3.00%	3,234	116,171	114,879	1,292
8		122,987	2.00%	2,221	120,766	119,474	1,293
9		126,677	1.00%	1,144	125,533	124,253	1,281
10		130,477	0.00%	-	130,477	129,223	1,255
11		134,392	0.00%	-	134,392	134,392	-

* Discounted at the level imputed interest rate plus 1%.

APPENDIX B-2

Deferred Non-Variable Annuity
Demonstration of Compliance with Prospective Test

Contract Form Specifications

Issue Age:	60	Minimum Nonforfeiture Interest Rate:	3.00%
Guaranteed Period	7 Years	Contract Minimum Guaranteed Interest Rate:	3.00%
Withdrawal Charge Type:	% of Contract Value	Measure Withdrawal Charges From:	Issue Date
Free Withdrawal Type:	10%		
Contract Loads:	None		

Contract Year	Premium	Guaranteed Account Value BOY	Withdrawal Charge Percent	Withdrawal Charge	(A)	(B)	Excess (A)-(B)
					Guaranteed Cash Value BOY	Discounted Maturity Value Based on Prens to Date *	
1	100,000	100,000	9.00%	8,100	91,900	90,790	1,110
2		103,000	8.00%	7,440	95,560	94,422	1,138
3		106,090	7.00%	6,705	99,385	98,199	1,186
4		109,273	6.00%	5,920	103,353	102,127	1,226
5		112,551	5.00%	5,081	107,470	106,212	1,258
6		115,927	4.00%	4,187	111,741	110,460	1,280
7		119,405	3.00%	3,234	116,171	114,879	1,292
8		122,987	0.00%	-	122,987	119,474	3,514
9		126,677	0.00%	-	126,677	124,253	2,424
10		130,477	0.00%	-	130,477	129,223	1,255
11		134,392	0.00%	-	134,392	134,392	-

* Discounted at the level imputed interest rate plus 1%.

APPENDIX B-2

Deferred Non-Variable Annuity
 Demonstration of Compliance with Prospective Test

Contract Form Specifications

Issue Age:	60	Minimum Nonforfeiture Interest Rate:	3.00%
Guaranteed Period	5 Years	Contract Minimum Guaranteed Interest Rate:	3.00%
Withdrawal Charge Type:	% of Contract Value	Measure Withdrawal Charges From:	Issue Date
Free Withdrawal Type:	10%		
Contract Loads:	None		

Contract Year	Premium	Guaranteed Account Value BOY	Withdrawal Charge Percent	Withdrawal Charge	(A)	(B)	Excess (A)-(B)
					Guaranteed Cash Value BOY	Discounted Maturity Value Based on Prems to Date *	
1	100,000	100,000	9.00%	8,100	91,900	90,790	1,110
2		103,000	8.00%	7,440	95,560	94,422	1,138
3		106,090	7.00%	6,705	99,385	98,199	1,186
4		109,273	6.00%	5,920	103,353	102,127	1,226
5		112,551	5.00%	5,081	107,470	106,212	1,258
6		115,927	0.00%	-	115,927	110,460	5,467
7		119,405	0.00%	-	119,405	114,879	4,527
8		122,987	0.00%	-	122,987	119,474	3,514
9		126,677	0.00%	-	126,677	124,253	2,424
10		130,477	0.00%	-	130,477	129,223	1,255
11		134,392	0.00%	-	134,392	134,392	-

* Discounted at the level imputed interest rate plus 1%.

S. USA Life Insurance Company, Inc.
Actuarial Memorandum
Single Premium Fixed Indexed Deferred
Annuity Contract
Policy Form FIMPUEDC16

Purpose

This is an actuarial memorandum for policy form FIMPUEDC16. It is not intended for other purposes.

General Description

A single-premium, general account annuity that includes the following features:

- A fixed interest account and two indexed accounts
 - 1-Year fixed account with the fixed interest rate not less than the Lifetime Guaranteed Minimum Interest Rate
 - 1 Year Point to Point Indexed Account with interests credited based on S&P performance.
 - 1 Year Performance Triggered Account with interests credited at a specified rate if S&P performance is positive.
- 10% free withdrawal
- A Market Value Adjustment (MVA)
- Choice of 5, 7 or 9 years of Withdrawal Charge Period during which Withdrawal Charges and MVA will apply.
- Full Accumulation Value applied to a Payment Option on the Maturity Date.
- There is no policy fee associated with this contract.
- The issue ages are 0-85.

Fixed Interest Account

The interest rate for the fixed account will be declared annually. If no Fixed Interest Rate is declared for a Fixed Interest Rate Guarantee Period, the Fixed Interest Rate will be the Fixed Interest Rate last declared by the Company. Subsequent Fixed Interest Rates may be higher or lower than the Initial Fixed Interest Rate, but will never be less than the Guaranteed Minimum Interest Rate.

Annual Performance Triggered Indexed Account

The indexed term for this indexed account is 1 year. Interests credited for this account are described below. Initial allocation is made on the Contract Date and subsequent reallocations into or out of the Annual Performance Triggered Indexed Account can only be made at the beginning of an indexed term.

Indexed Interest

Indexed interest is credited at the end of an Indexed Term. Deductions for any Partial Withdrawals, Withdrawal Charges and MVA on any Partial Withdrawals, and Premium Taxes during an Indexed Term receive no indexed interest for the Indexed Term in which the deduction occurs. The amount of indexed interest credited at the end of an Indexed Term equals the Indexed Credit Percentage times the Indexed Account Value immediately preceding the end of the Indexed Term.

The Indexed Credit Percentage for an indexed term equals:

1. The Specified Rate for the indexed term, if the index value at the end of the indexed term is equal to or greater than the index value at the beginning of the indexed term; or
2. 0.00%, if the index value at the end of the indexed term is less than the index value at the beginning of the indexed term.

The Indexed Credit Percentage will never be less than 0.00%.

Specified Rate

The Specified Rate is a percentage rate that will be declared by the Company, at its discretion, prior to the beginning of an indexed term. Subsequent Specified Rates may be higher or lower than the initial Specified Rate, but will never be lower than the Guaranteed Minimum Specified Rate.

1-Year Point-to-Point Indexed Account (1YR P2P/CAP)

The indexed term for this indexed account is 1 year. Interests credited for this account are described below. Initial allocation is made on the Contract Date and subsequent reallocations into or out of the 1-Year Point-to-Point Indexed Account can only be made at the beginning of an indexed term.

Indexed Interest

Indexed interest is credited at the end of an Indexed Term. Deductions for any Partial Withdrawals, Withdrawal Charges and MVA on any Partial Withdrawals, and Premium Taxes during an Indexed Term receive no indexed interest for the Indexed Term in which the deduction occurs. The amount of indexed interest credited at the end of an Indexed Term equals the Indexed Credit Percentage times the Indexed Account Value immediately preceding the end of the Indexed Term.

The Indexed Credit Percentage for an indexed term equals the lesser of:

1. The Indexed Growth Percentage for the indexed term; or
2. The indexed interest cap, if any, for the indexed term.

The Indexed Growth Percentage for an indexed term equals the percentage increase, if any, in the Index Value at the end of the indexed term over the Index Value as of the beginning of the indexed term.

The Indexed Credit Percentage will never be less than 0.00%.

Indexed Interest Cap

The indexed interest cap is the maximum Indexed Credit Percentage that can be credited to the Indexed Account Value for an indexed term for which it is declared. The Company will declare, at its discretion, an indexed interest cap for each indexed term. If no indexed interest cap is declared for an indexed term, the indexed interest cap will be the indexed interest cap last declared by the Company.. The Company will determine the indexed interest caps on a basis that does not discriminate unfairly within any class of contracts. Subsequent indexed interest caps may be higher or lower than the initial indexed interest cap, but will never be less than the Guaranteed Minimum Interest Cap shown above.

Definitions

A. Accumulation Value

The initial Accumulation Value equals the Single Premium as shown on the Contract Data Pages. Otherwise, on any day on or before the Maturity Date, the Accumulation Value equals:

1. The Fixed Interest Account Value; plus
2. The sum of any Indexed Account Value(s).

Where the Fixed Interest Account Value equals:

1. The Fixed Interest Account Value at the beginning of the Contract Year; less
2. Any subsequent deductions for Partial Withdrawals (including any Withdrawal Charges and MVA on those Partial Withdrawals, if any); plus
3. Any fixed interest credited by Us; plus
4. Any amounts transferred into the Fixed Account on Contract Anniversaries due to reallocations; less
5. Any amounts transferred out of the Fixed Account on Contract Anniversaries due to reallocations.

Where an Indexed Account Value equals:

1. The Indexed Account Value at the beginning of the indexed term; less
2. Any subsequent deductions for Partial Withdrawals (including any Withdrawal Charges and MVA on those Partial Withdrawals, if any); plus
3. Any indexed interest credited by Us; plus
4. Any amounts transferred into the Indexed Account on Contract Anniversaries due to reallocations; less
5. Any amounts transferred out of the Indexed Account on Contract Anniversaries due to reallocations.

This contract has no Accumulation Value after the Maturity Date.

B. Guaranteed Minimum Cash Surrender Value

The Guaranteed Minimum Cash Surrender Value is equal to 87.5% of premium paid, less any prior partial withdrawal (including any related withdrawal charges but excluding any MVA on those partial withdrawals, if any), less deductions for any required Taxes, accumulated at the Nonforfeiture Rate to the date of death, Annuitization or Surrender.

C. Nonforfeiture Rate

- The Nonforfeiture Rate will be determined once a year in January to be effective for the one year period beginning February 1.
- The indexed rate will be determined based on a 2-month average of the five-year CMT rates for November and December of the preceding calendar year.
- The 2-month average will then be rounded to the nearest 1/20th of a percent and reduced by 125 basis points.
- The Guaranteed Minimum Interest Rate will be the lesser of 3% and the calculated index rate, but not less than 1%.

Once the Nonforfeiture Rate is set, it will be applicable for the life of the contract.

Sample Calculation of Nonforfeiture Rate

Month	Avg. 5 Year CMT
November 2015 through December 2015 (See Appendix A)	1.68585%

2-Month Average = 1.68585%

Rounded to the nearest 1/20th of a percent = 1.70%

Reduced by 1.25 = 0.45%

The lesser of 3% and the indexed rate with a floor of 1.00% = 1.00%

D. Lifetime GMIR

The Lifetime Guaranteed Minimum Interest Rate (Lifetime GMIR) will always be as great as or greater than the Nonforfeiture Rate at the time. Once the Lifetime GMIR is set, it will be applicable for the life of the contract.

E. Cash Surrender Value

The cash surrender value is equal to the Accumulation Value, modified by any applicable Market Value Adjustment (MVA), minus any applicable Withdrawal Charge and Premium Taxes, if any. The withdrawal charge schedule varies according to the Withdrawal Charge Period selected as follows:

Withdrawal Charge Period			
Contract Year	5-Yr	7-Yr	9-Yr
1	9%	9%	9%
2	8%	8%	8%
3	7%	7%	7%
4	6%	6%	6%
5	5%	5%	5%
6	0%	4%	4%
7	0%	3%	3%
8	0%	0%	2%
9	0%	0%	1%
10+	0%	0%	0%

The Cash Surrender Value at any time will not be less than the Guaranteed Minimum Cash Surrender Value.

F. Death Benefit

The Death Benefit is the Accumulation Value as of the date of death of the Owner plus interest at the then current rate described under Payment Option A from the date of death to the date of payment without deducting for a Withdrawal Charge.

G. Maturity Date

The Maturity Date is the date on which annuity payments are to start. The Owner may change the Maturity Date any time before annuity payments begin. The Maturity Date must

be no earlier than the first Contract Anniversary and no later than the Contract Anniversary immediately following the Annuitant's 100th birthday.

H. Free Partial Withdrawal

The first withdrawal from the Accumulation Value during the first Contract Year of up to 10% of the Single Premium is not subject to Withdrawal Charges or MVA. The first withdrawal from the Accumulation Value during each Contract Year after the first, of up to 10% of the Accumulation Value as of the end of the prior Contract Year, is not subject to Withdrawal Charges or MVA. The Withdrawal Charges shown on the Contract Data Pages and MVA, if applicable, apply to any amount withdrawn in excess of the 10% and to any subsequent withdrawals in that Contract Year. If the first withdrawal of the Contract Year is a Full Surrender, the 10% Penalty Free Withdrawal still applies. If the full Penalty Free Withdrawal amount is not taken during any Contract Year, it does not carry over into the next Contract Year.

I. Market Value Adjustment

An adjustment is made to the Accumulation Value when withdrawals are taken or the contract is surrendered at any time during the Withdrawal Charge Period unless waived by a contract provision. The MVA factor is equal to $[(1+A)/(1+B)]^{(N/12)}$, where:

A is the rate of the Constant Maturity Treasury Rate published by the Federal Reserve, with maturity equal to the number of years in the current Guarantee Period, rounded up to the nearest year for which a rate is available, determined on the Business Day prior to the beginning of the Guarantee Period.

B is the rate of the Constant Maturity Treasury Rate published by the Federal Reserve, with maturity equal to the number of years remaining in the current Guarantee Period, rounded up to the nearest year for which a rate is available, determined on the Business Day prior to the calculation of the MVA.

N is the number of complete months from the date of the Full Surrender or Partial Withdrawal to the end of the Guarantee Period.

The amount of MVA is calculated by subtracting 1 from the MVA factor and multiplying the result by the Accumulation Value for a full surrender or the amount of the withdrawal for a partial withdrawal. The Cash Surrender Value at any time will not be less than the Guaranteed Minimum Cash Surrender Value. Please see Appendix C for numerical examples.

J. Reserve

Reserves for this policy form will be calculated in accordance with the Commissioners' Annuity Reserve Valuation Method (CARVM) using Black Scholes and the Annuity 2000 Mortality Table. The maximum valuation interest rate of 4.25% under Type C category for 2016 issues will be used.

Actuarial Certification

I, Xiao Dun Chi, am a member of the American Academy of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained in this memorandum.

I certify that this contract meets the requirements of the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities (SNLIDA), model #805. Please see appendix B-1 and B-2 for numerical examples for demonstrations of compliance with the Retrospective and Prospective tests of the SNLIDA. I also certify that the procedures used to determine the Nonforfeiture Rate for this contract are in compliance with the NAIC Annuity Nonforfeiture Model Regulation, model #806.



FSA, MAAA
November 11, 2016

Appendix A

Five Year Constant Maturity Rates for November 2015 through December 2015

11/2/2015	1.57
11/3/2015	1.59
11/4/2015	1.64
11/5/2015	1.65
11/6/2015	1.73
11/9/2015	1.75
11/10/2015	1.72
11/12/2015	1.73
11/13/2015	1.67
11/16/2015	1.66
11/17/2015	1.66
11/18/2015	1.69
11/19/2015	1.68
11/20/2015	1.70
11/23/2015	1.70
11/24/2015	1.66
11/25/2015	1.66
11/27/2015	1.64
11/30/2015	1.65
12/1/2015	1.59
12/2/2015	1.63
12/3/2015	1.74
12/4/2015	1.71
12/7/2015	1.67
12/8/2015	1.68
12/9/2015	1.64
12/10/2015	1.68
12/11/2015	1.56
12/14/2015	1.66
12/15/2015	1.71
12/16/2015	1.75
12/17/2015	1.73
12/18/2015	1.67
12/21/2015	1.67
12/22/2015	1.71
12/23/2015	1.74
12/24/2015	1.73
12/28/2015	1.73
12/29/2015	1.81
12/30/2015	1.80
12/31/2015	1.76

APPENDIX B-1
Deferred Non-Variable Annuity
Demonstration of Compliance with Retrospective Test

Contract Form Specifications

Issue Age:	60	Minimum Nonforfeiture Interest Rate:	3.00%
Guaranteed Period:	9 Years	Contract Minimum Guaranteed Interest Rate:	3.00%
Withdrawal Charge Type:	% of Contract Value	Measure Withdrawal Charges From:	Issue Date
Free Withdrawal Type:	10%		
Contract Loads:	None		

Contract Year	Premium	Guaranteed Account Value EOY	Withdrawal Charge Percent	Withdrawal Charge	(A)	(B)	Excess (A)-(B)
					Guaranteed Cash Value EOY	NL Law Minimum Cash Value EOY	
1	100,000	103,000	9.00%	8,370	94,630	90,125	4,505
2		106,090	8.00%	7,663	98,427	92,829	5,598
3		109,273	7.00%	6,906	102,366	95,614	6,753
4		112,551	6.00%	6,097	106,453	98,482	7,971
5		115,927	5.00%	5,234	110,694	101,436	9,257
6		119,405	4.00%	4,312	115,093	104,480	10,613
7		122,987	3.00%	3,331	119,656	107,614	12,042
8		126,677	2.00%	2,288	124,389	110,842	13,547
9		130,477	1.00%	1,178	129,299	114,168	15,132
10		134,392	0.00%	-	134,392	117,593	16,799

APPENDIX B-1
Deferred Non-Variable Annuity
Demonstration of Compliance with Retrospective Test

Contract Form Specifications

Issue Age:	60	Minimum Nonforfeiture Interest Rate:	3.00%
Guaranteed Period:	7 Years	Contract Minimum Guaranteed Interest Rate:	3.00%
Withdrawal Charge Type:	% of Contract Value	Measure Withdrawal Charges From:	Issue Date
Free Withdrawal Type:	10%		
Contract Loads:	None		

Contract Year	Premium	Guaranteed Account Value EOY	Withdrawal Charge Percent	Withdrawal Charge	(A)	(B)	Excess (A)-(B)
					Guaranteed Cash Value EOY	Minimum NL Law Cash Value EOY	
1	100,000	103,000	9.00%	8,370	94,630	90,125	4,505
2		106,090	8.00%	7,663	98,427	92,829	5,598
3		109,273	7.00%	6,906	102,366	95,614	6,753
4		112,551	6.00%	6,097	106,453	98,482	7,971
5		115,927	5.00%	5,234	110,694	101,436	9,257
6		119,405	4.00%	4,312	115,093	104,480	10,613
7		122,987	3.00%	3,331	119,656	107,614	12,042
8		126,677	0.00%	-	126,677	110,842	15,835
9		130,477	0.00%	-	130,477	114,168	16,310
10		134,392	0.00%	-	134,392	117,593	16,799

APPENDIX B-1
Deferred Non-Variable Annuity
Demonstration of Compliance with Retrospective Test

Contract Form Specifications

Issue Age:	60	Minimum Nonforfeiture Interest Rate:	3.00%
Guaranteed Period:	5 Years	Contract Minimum Guaranteed Interest Rate:	3.00%
Withdrawal Charge Type:	% of Contract Value	Measure Withdrawal Charges From:	Issue Date
Free Withdrawal Type:	10%		
Contract Loads:	None		

Contract Year	Premium	Guaranteed Account Value EOY	Withdrawal Charge Percent	Withdrawal Charge	(A)	(B)	Excess (A)-(B)
					Guaranteed Cash Value EOY	NL Law Minimum Cash Value EOY	
1	100,000	103,000	9.00%	8,370	94,630	90,125	4,505
2		106,090	8.00%	7,663	98,427	92,829	5,598
3		109,273	7.00%	6,906	102,366	95,614	6,753
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5		115,927	5.00%	5,234	110,694	101,436	9,257
6		119,405	0.00%	-	119,405	104,480	14,926
7		122,987	0.00%	-	122,987	107,614	15,373
8		126,677	0.00%	-	126,677	110,842	15,835
9		130,477	0.00%	-	130,477	114,168	16,310
10		134,392	0.00%	-	134,392	117,593	16,799

APPENDIX B-2

Deferred Non-Variable Annuity
 Demonstration of Compliance with Prospective Test

Contract Form Specifications

Issue Age:	60	Minimum Nonforfeiture Interest Rate:	3.00%
Guaranteed Period	9 Years	Contract Minimum Guaranteed Interest Rate:	3.00%
Withdrawal Charge Type:	% of Contract Value	Measure Withdrawal Charges From:	Issue Date
Free Withdrawal Type:	10%		
Contract Loads:	None		

Contract Year	Premium	Guaranteed Account Value BOY	Withdrawal Charge Percent	Withdrawal Charge	(A)	(B)	Excess (A)-(B)
					Guaranteed Cash Value BOY	Discounted Maturity Value Based on Prens to Date *	
1	100,000	100,000	9.00%	8,100	91,900	90,790	1,110
2		103,000	8.00%	7,440	95,560	94,422	1,138
3		106,090	7.00%	6,705	99,385	98,199	1,186
4		109,273	6.00%	5,920	103,353	102,127	1,226
5		112,551	5.00%	5,081	107,470	106,212	1,258
6		115,927	4.00%	4,187	111,741	110,460	1,280
7		119,405	3.00%	3,234	116,171	114,879	1,292
8		122,987	2.00%	2,221	120,766	119,474	1,293
9		126,677	1.00%	1,144	125,533	124,253	1,281
10		130,477	0.00%	-	130,477	129,223	1,255
11		134,392	0.00%	-	134,392	134,392	-

* Discounted at the level imputed interest rate plus 1%.

APPENDIX B-2

Deferred Non-Variable Annuity
 Demonstration of Compliance with Prospective Test

Contract Form Specifications

Issue Age:	60	Minimum Nonforfeiture Interest Rate:	3.00%
Guaranteed Period	7 Years	Contract Minimum Guaranteed Interest Rate:	3.00%
Withdrawal Charge Type:	% of Contract Value	Measure Withdrawal Charges From:	Issue Date
Free Withdrawal Type:	10%		
Contract Loads:	None		

Contract Year	Premium	Guaranteed Account Value BOY	Withdrawal Charge Percent	Withdrawal Charge	(A)	(B)	Excess (A)-(B)
					Guaranteed Cash Value BOY	Discounted Maturity Value Based on Prens to Date *	
1	100,000	100,000	9.00%	8,100	91,900	90,790	1,110
2		103,000	8.00%	7,440	95,560	94,422	1,138
3		106,090	7.00%	6,705	99,385	98,199	1,186
4		109,273	6.00%	5,920	103,353	102,127	1,226
5		112,551	5.00%	5,081	107,470	106,212	1,258
6		115,927	4.00%	4,187	111,741	110,460	1,280
7		119,405	3.00%	3,234	116,171	114,879	1,292
8		122,987	0.00%	-	122,987	119,474	3,514
9		126,677	0.00%	-	126,677	124,253	2,424
10		130,477	0.00%	-	130,477	129,223	1,255
11		134,392	0.00%	-	134,392	134,392	-

* Discounted at the level imputed interest rate plus 1%.

APPENDIX B-2

Deferred Non-Variable Annuity
 Demonstration of Compliance with Prospective Test

Contract Form Specifications

Issue Age:	60	Minimum Nonforfeiture Interest Rate:	3.00%
Guaranteed Period	5 Years	Contract Minimum Guaranteed Interest Rate:	3.00%
Withdrawal Charge Type:	% of Contract Value	Measure Withdrawal Charges From:	Issue Date
Free Withdrawal Type:	10%		
Contract Loads:	None		

Contract Year	Premium	Guaranteed Account Value BOY	Withdrawal Charge Percent	Withdrawal Charge	(A)	(B)	Excess (A)-(B)
					Guaranteed Cash Value BOY	Discounted Maturity Value Based on Prests to Date *	
1	100,000	100,000	9.00%	8,100	91,900	90,790	1,110
2		103,000	8.00%	7,440	95,560	94,422	1,138
3		106,090	7.00%	6,705	99,385	98,199	1,186
4		109,273	6.00%	5,920	103,353	102,127	1,226
5		112,551	5.00%	5,081	107,470	106,212	1,258
6		115,927	0.00%	-	115,927	110,460	5,467
7		119,405	0.00%	-	119,405	114,879	4,527
8		122,987	0.00%	-	122,987	119,474	3,514
9		126,677	0.00%	-	126,677	124,253	2,424
10		130,477	0.00%	-	130,477	129,223	1,255
11		134,392	0.00%	-	134,392	134,392	-

* Discounted at the level imputed interest rate plus 1%.

Appendix C

**S. USA Life Insurance Company
Single Premium Deferred Annuity
MVA Examples**

MVA Example - Positive Adjustment

Beginning of Guarantee Period	1/1/2015
Current Date	7/1/2016
Guarantee Period	7
CMT at Beginning of Guarantee Period	3.00%
Current CMT	2.50%
Surrender Charge Percentage	6%
Accumulation Value as of last Anniversary	10,300.00
Current Accumulation Value	10,700.00
MVA Factor	$1.0271 = [(1+3\%)/(1+2.5\%)]^{(66/12)}$
Calculated MVA	$262.30 = (1.0271 - 1) * (10700 - 0.1 * 10300)$
Surrender Charge	$595.94 = (10700 + 262.30 - 0.1 * 10300) * 6\%$
Guaranteed Minimum Cash Surrender Value	$8,881.58 = 10000 * 87.5\% * (1 + 1.00\%)^{1.5}$
Cash Surrender Value	$10,366.36 = \max(8881.58, 10700 + 262.30 - 595.94)$

MVA Example - Negative Adjustment

Beginning of Guarantee Period	1/1/2015
Current Date	7/1/2016
Guarantee Period	7
CMT at Beginning of Guarantee Period	3.00%
Current CMT	3.25%
Surrender Charge Percentage	6%
Accumulation Value as of last Anniversary	10,300.00
Current Accumulation Value	10,700.00
MVA Factor	$0.9868 = [(1+3\%)/(1+3.25\%)]^{(66/12)}$
Calculated MVA	$(128.08) = (0.9868 - 1) * (10700 - 0.1 * 10300)$
Surrender Charge	$572.52 = (10700 - 128.08 - 0.1 * 10300) * 6\%$
Guaranteed Minimum Cash Surrender Value	$8,881.58 = 10000 * 87.5\% * (1 + 1.00\%)^{1.5}$
Cash Surrender Value	$9,999.41 = \max(8881.58, 10700 - 128.08 - 572.52)$