

MARKETVALUE INDEX® ANNUITY

Flexible Premium Fixed and Indexed
Deferred Annuity Contract
Form Series ET-EIA-2000(06-04), ICC12-ET-EIA-2000(01-12)

EquiTrust Life Insurance Company®

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DISCLOSURE STATEMENT

Thank you for your interest in the MarketValue index annuity, a flexible premium fixed and indexed deferred annuity which is intended to be a long-term financial contract. Some features of this annuity may not be available in all states and may vary by state. This form is not intended to be a complete explanation of your annuity. **Please refer to your Contract for complete details.**

INTEREST CREDITING

You can choose different accounts for your money. You may make your allocation elections on the last page of this document. Your Accumulation Value is the total of the individual Account Accumulation Values for the accounts you select.

Fixed Rate Account

- **1-Year Interest Account** – The fixed rate is guaranteed for one contract year. On contract anniversaries the rate may change subject to the contractual Minimum Guaranteed Interest Rate of 1.0%. All subsequent premiums received are applied to this account until the contract anniversary, then allocated per your instructions.

Index Accounts

A wide variety of index accounts offer earnings – called “index credits” – based on the changes of a specified index. Credits for index accounts are never less than zero and added to accounts at the end of the one/two year period. Cap and participation rates are reset either annually or every two years.

S&P 500® Index Accounts

- **1-Year Point-to-Point Cap** – Index Credits are based on the percentage change in the S&P 500 Index from the previous contract anniversary, up to a specified cap. The minimum cap is 1.0%.
- **1-Year Point-to-Point Participation** - Index credits are based on the percentage change in the S&P 500 Index from the previous contract anniversary, multiplied by the participation rate. The minimum participation rate is 10.0%.
- **1-Year Point-to-Point Performance Trigger** – Index Credits are based on the Performance Trigger Rate if the S&P 500 index increases from the previous contract anniversary. The minimum Performance Trigger Rate is 1.0%.
- **1-Year Monthly Average Cap** – Index Credits are based on the percentage change in the S&P 500 Index from the previous contract anniversary to the monthly index average, up to a specified cap. The minimum cap is 1.0%.
- **1-Year Monthly Average Participation** – Index Credits are based on the percentage change in the S&P 500 Index monthly average from the previous contract anniversary, multiplied by the participation rate. The minimum participation rate is 10.0%.
- **1-Year Monthly Cap** – Index Credits are based on the cumulative sum of capped monthly changes in the S&P 500 Index from the previous contract anniversary. Each monthly gain is subject to a cap, but monthly declines are not subject to a floor. The minimum cap is 0.5%.
- **2-Year Monthly Average Cap** – Index Credits are based on the percentage change in the S&P 500 Index from the previous two-year contract anniversary to the monthly index average over a two-year period, up to a specified cap. The minimum cap is 3.0%.

S&P 500® Dynamic Intraday TCA Index Account

- **1-Year Point-to-Point Participation** – Index Credits are based on the percentage change in the Dynamic Intraday Index from the previous contract anniversary, multiplied by the participation rate. The minimum participation rate is 10.0%.

Barclays Focus50 Index™ Accounts

- **1-Year Point-to-Point Participation** – Index Credits are based on the percentage change in the Barclays Focus50 Index from the previous contract anniversary, multiplied by the participation rate. The minimum participation rate is 10.0%.
- **2-Year Point-to-Point Participation** – Index Credits are based on the percentage change in the Barclays Focus50 Index from the previous two-year contract anniversary, multiplied by the participation rate. The minimum participation rate is 10.0%.

S&P MARC 5% Excess Return Index Account

- **1-Year Point-to-Point Participation** - Index credits are based on the percentage change in the S&P MARC 5% Excess Return Index from the previous contract anniversary, multiplied by the participation rate. The minimum participation rate is 10.0%.



Transfers - You may transfer amounts between Accounts without a Surrender Charge or MVA. Transfers from the 1-Year Accounts are allowed each Contract year. Transfers from the 2-Year Account are only allowed at the end of each two-year indexing period. A written request for transfer must be received prior to the Contract Anniversary. Transfers are subject to minimums.

LIQUIDITY FEATURES AND IMPORTANT TERMS

You may receive partial surrenders or periodic income payments from your annuity by submitting a request acceptable to the Company. When you make withdrawals, surrender or annuitize your annuity, the amount withdrawn will not be credited with any index return in the current Indexing Period. Withdrawals do not participate in any index gains during the Contract Year of the withdrawal.

You may be subject to a 10% Federal penalty tax if you make withdrawals or surrender your annuity before age 59½.

Penalty-Free Withdrawals - Each Contract Year after the first, you may withdraw up to 10% of the Accumulation Value after the most recent Contract Anniversary without being subject to a Surrender Charge or MVA. If the Contract is subsequently surrendered during the Contract Year, the Surrender Charge and MVA will be applied to any previously uncharged Partial Surrender amounts taken in the same Contract Year.

Partial and Full Surrenders – Any withdrawal over the 10% penalty-free amount will be subject to surrender charges and a Market Value Adjustment. In the event of a full surrender, you will receive the cash surrender value of your contract as a lump sum.

- **Surrender Charges** – This annuity product is a long-term contract with substantial penalties for early surrender. A surrender charge is assessed, according to the schedule below, on any amount withdrawn as a partial or full surrender that is in excess of the penalty-free amount. The surrender charges are for 10 years and decline as follows:

YEAR	1	2	3	4	5	6	7	8	9	10
%	12%	12%	12%	12%	11%	10%	8%	6%	4%	2%

The surrender charges vary in the following states:

YEAR	1	2	3	4	5	6	7	8	9	10
+	9%	8%	7%	6.5%	5.5%	4.5%	3.5%	2.5%	1.5%	0.5%
CA	8.3%	7.4%	6.5%	5.6%	4.7%	3.8%	2.9%	1.9%	0.9%	0%
FL	10%	10%	10%	10%	10%	10%	8%	6%	4%	2%

+ Applies to the following states: AK, CT, DE, ID, MN, MT, NV, OH, OK, OR, PA, TX, UT, VT, WA

- **Market Value Adjustment** – We may make a Market Value Adjustment (MVA) on amounts withdrawn or surrendered from this Contract. It may result in either an increase or a decrease to the amount withdrawn or surrendered. A MVA will be made only when a Surrender Charge is deducted. Generally, the MVA decreases the Accumulation Value surrendered when interest rates rise, and increases it when interest rates fall. The MVA will not reduce the amount surrendered below the Minimum Guaranteed Contract Value. The Market Value Adjustment does not apply in CA and DE.
- **Cash Surrender Value** – The Cash Surrender Value equals the greater of (a) the Minimum Guaranteed Contract Value; or (b) the Accumulation Value less any applicable Surrender Charge, and adjusted for any applicable MVA, determined as of the date of surrender. The Minimum Guaranteed Contract Value will be 87.5% of Premium(s) Paid, less any partial withdrawals, plus interest earned at a rate no lower than 1% and no higher than 3%. Once your Contract is issued, your Minimum Guaranteed Contract Rate will not change.

Annuitization – You may choose to have the proceeds of this Contract paid under a payment option on your income date. This is called annuitizing your Contract. When you annuitize, you can choose from several options, including income for life and/or a specified period of years. Once you annuitize your Contract, you may not surrender it or have access to any values of your annuity, other than your income payments.

Nursing Home Waiver Rider – After the first Contract Year, you may make a partial or a full surrender without incurring a Surrender Charge or MVA if you become confined to a Hospital or Nursing Care Center for at least 90 consecutive days.

Terminal Illness Rider – In the event that you become terminally ill, you may access up to 75% of your Contract's Accumulation Value without a Surrender Charge. A waiting period may apply.

Death Benefit – The death benefit is equal to the Accumulation Value.

INDEX INFORMATION AND DISCLOSURES

Any examples of historical performance of an Index should not be considered a representation of future performance of the Index. Future performance of an Index may be greater or less than any index performance shown in connection with the sale and issue of your annuity Contract. Your Index Credits are based not only on the index, but also on the Participation Rate or Index Cap.

INDEX INFORMATION

S&P 500® Dynamic Intraday TCA Index
Ticker: SPFDYNI
Website: spglobal.com/spdji

S&P MARC 5% Excess Return Index
Ticker: SPMARC5P
Website: spglobal.com/spdji

Barclays Focus50 Index
Ticker: BXIIF50E
Website: indices.barclays/Focus50

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Neither Barclays Bank PLC, or Barclays Capital Inc., nor any affiliate (collectively “Barclays”) is the issuer or producer of MarketValue Index – an index annuity contract – (“the contract”) and Barclays has no responsibilities, obligations or duties to investors in the contract. The Barclays Focus50 Index (“the Index”) including as applicable any component indices that form part of the Index is a trademark owned by Barclays Bank PLC, or Barclays Capital Inc., and is licensed for use by EquiTrust Life Insurance Company (“EquiTrust”) as the Issuer of the contract. While EquiTrust as the issuer of the contract may for itself execute transaction(s) with Barclays in or relating to the Index in connection with the contract investors acquire the contract from EquiTrust and investors neither acquire any interest in the Index nor enter into any relationship of any kind whatsoever with Barclays upon making an investment in the contract. The contract is not sponsored, endorsed, sold or promoted by Barclays and Barclays makes no representation regarding the advisability of the contract or use of the Index or any data included therein. Barclays shall not be liable in any way to the Issuer, investors or to other third parties in respect of the use or accuracy of the Index or any data included therein.

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OTHER NOTES

- The MARKETVALUE INDEX ANNUITY is backed by the financial strength of the Company. It is not guaranteed by any bank and is not insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency of the federal government.
- Funded plans under the Employee Retirement Income Security Act of 1974 (ERISA) may not be used with this annuity.
- This material is provided by EquiTrust Life Insurance Company (“EquiTrust”), which issues annuity contracts that are generally described in this material. EquiTrust is not undertaking to provide investment advice for any individual or any individual situation, and you should not look to this material for any investment advice.

INCOME RIDER

Optional Rider Available

Form Series ET-IBR-STR(04-15), ICC15-ET-IBR-STR(04-15)

The Income Rider is an optional Rider that can only be elected by you at the time of application and is attached to your annuity Contract at issue. If elected, **there is a charge for the Rider**, which will be deducted annually from your Accumulation Value. The Rider provides for Income Withdrawals to be paid to you for your lifetime, even if the Accumulation Value is depleted.

An election to receive Income Withdrawals under this Rider is not an annuitization of the contract. Therefore, when you elect Income Withdrawals, you continue to maintain all the benefits under your Deferred Annuity Contract and retain control of when and how much income is distributed from your Contract.

Some features of this Rider may vary by state. If you have any questions, please contact your representative or EquiTrust Life Insurance Company ("the Company") for details. This form is not intended to be a complete explanation of the rider.

Please refer to the Rider for complete details.

INCOME WITHDRAWALS

Income Withdrawals can begin any time after the first Contract Year, as long as you (and the Joint Owner if Joint Income Withdrawals are elected) are at least age 50. You must indicate in a form acceptable to the Company that you are electing to begin Income Withdrawals. The Income Period starts at the point of the first Income Withdrawal. Additional premiums are not allowed on your Contract during the Income Period.

Calculation of Income Withdrawal Amount

The initial Income Withdrawal Amount is determined by taking an age-based factor, called the Income Withdrawal Percentage, multiplied by a value, called the Benefit Base. The Benefit Base is equal to the Premium, plus a 10% first-year bonus on premiums paid, less withdrawals. The benefit base grows by 3% plus the weighted average of index and interest credits for 10 years or until Income Withdrawals start, whichever happens first.

The Benefit Base only serves to calculate the Income Withdrawal Amount. **The Benefit Base is not available upon surrender, death or annuitization.**

The Income Withdrawal Percentage is based on your age at the time you first elect to receive Income Withdrawals. The percentage is 3.25% for age 50 and increases 0.10% for each age up to age 90. Joint Income Withdrawal Percentages are based on the age of the youngest Owner and are 1.00% lower than the single life percentages.

RIDER CHARGE

The annual Rider Charge is equal to **0.95% of the Accumulation Value** and is deducted from the Accumulation Value on each Contract Anniversary until the Rider is terminated. The Rider Charge is not deducted from the Minimum Guaranteed Contract Value or the Benefit Base.

ENHANCED INCOME WITHDRAWALS

Income withdrawal amounts are increased by 100% for a single-life owner (50% for joint owners) for up to five years in the event of a chronic illness. Chronic illness is defined as permanently unable to perform at least two of six activities of daily living (ADL) or permanent severe cognitive impairment. At the start and during the enhanced benefits period, chronic illness must be certified by a physician annually. Enhanced Income Withdrawals cannot be elected until after the third contract year.

RIDER TERMINATION

The Rider may be terminated upon your request. Once the rider is terminated, it cannot be restarted. There are certain situations where the rider is terminated automatically; see your contract for details. Your cap rates, participation rates and credited rates may remain lower for the life of the contract, even in the event of rider termination.

TAX INFORMATION

Please consult your tax advisor for advice on taxation of Income Withdrawals. In general, taxation of Income Withdrawals is similar to taxation of any other partial distribution of proceeds. Income Withdrawals prior to age 59½ may be subject to early withdrawal penalty. Taxation of Income Withdrawals may change if the Rider is in the Income Period and the Accumulation Value is equal to zero. In general, for Non-Qualified contracts, once your cost basis (principal) in the contract has been fully recovered, the full amount of each Income Withdrawal may be subject to tax as ordinary income.

INITIAL PREMIUM ALLOCATION – REQUIRED

1-Year Interest Account	_____ %
S&P 500® Index	
1-Year Point-to-Point Cap	_____ %
1-Year Point-to-Point Participation	_____ %
1-Year Point-to-Point Performance Trigger	_____ %
1-Year Monthly Average Cap	_____ %
1-Year Monthly Average Participation	_____ %
1-Year Monthly Cap	_____ %
2-Year Monthly Average Cap	_____ %
S&P 500® Dynamic Intraday TCA Index	
1-Year Point-to-Point Participation	_____ %
Barclays Focus50 Index™	
1-Year Point-to-Point Participation	_____ %
2-Year Point-to-Point Participation	_____ %
S&P MARC5 Index	
1-Year Point-to-Point Participation	_____ %
Total	100%

Allocations must equal 100%. Percentages must be whole percentages.

OPTIONAL RIDER ACKNOWLEDGEMENT – REQUIRED

_____ **Yes, I would like to elect the Income Rider**
 By choosing this option I understand that the **Rider Charge of .95%** will be deducted from my Accumulation Value on each Contract Anniversary as long as the Rider is in force. I also understand that my cap rates, participation rates and credited rates may be lower for the life of the contract by choosing this option at contract issue.

_____ **No, I would not like to elect the Income Rider**

If this annuity is replacing an existing annuity, it is important that you compare the two, taking into account whatever charges you may incur on the surrender of the existing annuity and your need to access your funds. For information about your existing annuity, contact the issuing company.

The insurance agent/producer is appointed to represent the Company and is approved to provide services to you on our behalf. The insurance agent/producer will be compensated by us in connection with any business placed with our Company.

Applicant Statement:

By signing below, I acknowledge that I have read, or have been read, this document and understand I am applying for an indexed annuity. I also acknowledge that the annuity meets my financial objectives. The agent has not made statements which differ from this disclosure document and no promises or assurances have been made about the future equity values of the contract. I have received a copy of this document, as well as any advertisement that was used in connection with the sale of this annuity. I understand this is not a registered security and that while the values of the contract may be affected by an external index, the contract does not directly participate in any stock or equity investments. Other than the minimum guaranteed values, there are no guarantees, promises, or warranties. I have read the Important Notice Regarding Sales to Military Personnel, if applicable.

Owner(s)/Applicant(s) Signature	Date	Owner(s)/Applicant(s) Name (please print)
Owner Social Security Number		Owner Primary Telephone Number
Joint Owner(s)/Applicant(s) Signature	Date	Joint Owner(s)/Applicant(s) Name (please print)
Joint Owner Social Security Number		Joint Owner Primary Telephone Number

Agent/Producer Statement:

By signing below, I acknowledge I have reviewed this document with the applicant. I certify that a copy of this document, as well as any advertisement used in connection with the sales of this annuity, has been provided to the applicant. I have not made statements that differ in any significant manner from this material. I have not made any promises or guarantees about the future value of any non-guaranteed elements. I have provided the client the Important Notice Regarding Sales to Military Personnel, if applicable.

Signature of Agent/Producer	Date	Agent/Producer Name & Number (please print)
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Index Accounts

A wide variety of index accounts offer earnings – called “index credits” – based on the changes of a specified index. Credits for index accounts are never less than zero and added to accounts at the end of the one/two year period. Cap and participation rates are reset either annually or every two years.

S&P 500® Index Accounts

- **1-Year Point-to-Point Cap** – Index Credits are based on the percentage change in the S&P 500 Index from the previous contract anniversary, up to a specified cap. The minimum cap is 1.0%.
- **1-Year Point-to-Point Participation** - Index credits are based on the percentage change in the S&P 500 Index from the previous contract anniversary, multiplied by the participation rate. The minimum participation rate is 10.0%.
- **1-Year Point-to-Point Performance Trigger** – Index Credits are based on the Performance Trigger Rate if the S&P 500 index increases from the previous contract anniversary. The minimum Performance Trigger Rate is 1.0%.
- **1-Year Monthly Average Cap** – Index Credits are based on the percentage change in the S&P 500 Index from the previous contract anniversary to the monthly index average, up to a specified cap. The minimum cap is 1.0%.
- **1-Year Monthly Average Participation** – Index Credits are based on the percentage change in the S&P 500 Index monthly average from the previous contract anniversary, multiplied by the participation rate. The minimum participation rate is 10.0%.
- **1-Year Monthly Cap** – Index Credits are based on the cumulative sum of capped monthly changes in the S&P 500 Index from the previous contract anniversary. Each monthly gain is subject to a cap, but monthly declines are not subject to a floor. The minimum cap is 0.5%.
- **2-Year Monthly Average Cap** – Index Credits are based on the percentage change in the S&P 500 Index from the previous two-year contract anniversary to the monthly index average over a two-year period, up to a specified cap. The minimum cap is 3.0%.

S&P 500® Dynamic Intraday TCA Index Account

- **1-Year Point-to-Point Participation** – Index Credits are based on the percentage change in the Dynamic Intraday Index from the previous contract anniversary, multiplied by the participation rate. The minimum participation rate is 10.0%.

Barclays Focus50 Index™ Accounts

- **1-Year Point-to-Point Participation** – Index Credits are based on the percentage change in the Barclays Focus50 Index from the previous contract anniversary, multiplied by the participation rate. The minimum participation rate is 10.0%.
- **2-Year Point-to-Point Participation** – Index Credits are based on the percentage change in the Barclays Focus50 Index from the previous two-year contract anniversary, multiplied by the participation rate. The minimum participation rate is 10.0%.

S&P MARC 5% Excess Return Index Account

- **1-Year Point-to-Point Participation** - Index credits are based on the percentage change in the S&P MARC 5% Excess Return Index from the previous contract anniversary, multiplied by the participation rate. The minimum participation rate is 10.0%.



Transfers - You may transfer amounts between Accounts without a Surrender Charge or MVA. Transfers from the 1-Year Accounts are allowed each Contract year. Transfers from the 2-Year Account are only allowed at the end of each two-year indexing period. A written request for transfer must be received prior to the Contract Anniversary. Transfers are subject to minimums.

LIQUIDITY FEATURES AND IMPORTANT TERMS

You may receive partial surrenders or periodic income payments from your annuity by submitting a request acceptable to the Company. When you make withdrawals, surrender or annuitize your annuity, the amount withdrawn will not be credited with any index return in the current Indexing Period. Withdrawals do not participate in any index gains during the Contract Year of the withdrawal.

You may be subject to a 10% Federal penalty tax if you make withdrawals or surrender your annuity before age 59½.

Penalty-Free Withdrawals - Each Contract Year after the first, you may withdraw up to 10% of the Accumulation Value after the most recent Contract Anniversary without being subject to a Surrender Charge or MVA. If the Contract is subsequently surrendered during the Contract Year, the Surrender Charge and MVA will be applied to any previously uncharged Partial Surrender amounts taken in the same Contract Year.

Partial and Full Surrenders – Any withdrawal over the 10% penalty-free amount will be subject to surrender charges and a Market Value Adjustment. In the event of a full surrender, you will receive the cash surrender value of your contract as a lump sum.

- **Surrender Charges** – This annuity product is a long-term contract with substantial penalties for early surrender. A surrender charge is assessed, according to the schedule below, on any amount withdrawn as a partial or full surrender that is in excess of the penalty-free amount. The surrender charges are for 10 years and decline as follows:

YEAR	1	2	3	4	5	6	7	8	9	10
%	12%	12%	12%	12%	11%	10%	8%	6%	4%	2%

The surrender charges vary in the following states:

YEAR	1	2	3	4	5	6	7	8	9	10
+	9%	8%	7%	6.5%	5.5%	4.5%	3.5%	2.5%	1.5%	0.5%
CA	8.3%	7.4%	6.5%	5.6%	4.7%	3.8%	2.9%	1.9%	0.9%	0%
FL	10%	10%	10%	10%	10%	10%	8%	6%	4%	2%

+ Applies to the following states: AK, CT, DE, ID, MN, MT, NV, OH, OK, OR, PA, TX, UT, VT, WA

- **Market Value Adjustment** – We may make a Market Value Adjustment (MVA) on amounts withdrawn or surrendered from this Contract. It may result in either an increase or a decrease to the amount withdrawn or surrendered. A MVA will be made only when a Surrender Charge is deducted. Generally, the MVA decreases the Accumulation Value surrendered when interest rates rise, and increases it when interest rates fall. The MVA will not reduce the amount surrendered below the Minimum Guaranteed Contract Value. The Market Value Adjustment does not apply in CA and DE.
- **Cash Surrender Value** – The Cash Surrender Value equals the greater of (a) the Minimum Guaranteed Contract Value; or (b) the Accumulation Value less any applicable Surrender Charge, and adjusted for any applicable MVA, determined as of the date of surrender. The Minimum Guaranteed Contract Value will be 87.5% of Premium(s) Paid, less any partial withdrawals, plus interest earned at a rate no lower than 1% and no higher than 3%. Once your Contract is issued, your Minimum Guaranteed Contract Rate will not change.

Annuitization – You may choose to have the proceeds of this Contract paid under a payment option on your income date. This is called annuitizing your Contract. When you annuitize, you can choose from several options, including income for life and/or a specified period of years. Once you annuitize your Contract, you may not surrender it or have access to any values of your annuity, other than your income payments.

Nursing Home Waiver Rider – After the first Contract Year, you may make a partial or a full surrender without incurring a Surrender Charge or MVA if you become confined to a Hospital or Nursing Care Center for at least 90 consecutive days.

Terminal Illness Rider – In the event that you become terminally ill, you may access up to 75% of your Contract's Accumulation Value without a Surrender Charge. A waiting period may apply.

Death Benefit – The death benefit is equal to the Accumulation Value.

INDEX INFORMATION AND DISCLOSURES

Any examples of historical performance of an Index should not be considered a representation of future performance of the Index. Future performance of an Index may be greater or less than any index performance shown in connection with the sale and issue of your annuity Contract. Your Index Credits are based not only on the index, but also on the Participation Rate or Index Cap.

INDEX INFORMATION

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Ticker: SPFDYNI
Website: spglobal.com/spdji

S&P MARC 5% Excess Return Index
Ticker: SPMARC5P
Website: spglobal.com/spdji

Barclays Focus50 Index
Ticker: BXIIF50E
Website: indices.barclays/Focus50

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OTHER NOTES

- The MARKETVALUE INDEX ANNUITY is backed by the financial strength of the Company. It is not guaranteed by any bank and is not insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency of the federal government.
- Funded plans under the Employee Retirement Income Security Act of 1974 (ERISA) may not be used with this annuity.
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INCOME RIDER

Optional Rider Available

Form Series ET-IBR-STR(04-15), ICC15-ET-IBR-STR(04-15)

The Income Rider is an optional Rider that can only be elected by you at the time of application and is attached to your annuity Contract at issue. If elected, **there is a charge for the Rider**, which will be deducted annually from your Accumulation Value. The Rider provides for Income Withdrawals to be paid to you for your lifetime, even if the Accumulation Value is depleted.

An election to receive Income Withdrawals under this Rider is not an annuitization of the contract. Therefore, when you elect Income Withdrawals, you continue to maintain all the benefits under your Deferred Annuity Contract and retain control of when and how much income is distributed from your Contract.

Some features of this Rider may vary by state. If you have any questions, please contact your representative or EquiTrust Life Insurance Company ("the Company") for details. This form is not intended to be a complete explanation of the rider.

Please refer to the Rider for complete details.

INCOME WITHDRAWALS

Income Withdrawals can begin any time after the first Contract Year, as long as you (and the Joint Owner if Joint Income Withdrawals are elected) are at least age 50. You must indicate in a form acceptable to the Company that you are electing to begin Income Withdrawals. The Income Period starts at the point of the first Income Withdrawal. Additional premiums are not allowed on your Contract during the Income Period.

Calculation of Income Withdrawal Amount

The initial Income Withdrawal Amount is determined by taking an age-based factor, called the Income Withdrawal Percentage, multiplied by a value, called the Benefit Base. The Benefit Base is equal to the Premium, plus a 10% first-year bonus on premiums paid, less withdrawals. The benefit base grows by 3% plus the weighted average of index and interest credits for 10 years or until Income Withdrawals start, whichever happens first.

The Benefit Base only serves to calculate the Income Withdrawal Amount. **The Benefit Base is not available upon surrender, death or annuitization.**

The Income Withdrawal Percentage is based on your age at the time you first elect to receive Income Withdrawals. The percentage is 3.25% for age 50 and increases 0.10% for each age up to age 90. Joint Income Withdrawal Percentages are based on the age of the youngest Owner and are 1.00% lower than the single life percentages.

RIDER CHARGE

The annual Rider Charge is equal to **0.95% of the Accumulation Value** and is deducted from the Accumulation Value on each Contract Anniversary until the Rider is terminated. The Rider Charge is not deducted from the Minimum Guaranteed Contract Value or the Benefit Base.

ENHANCED INCOME WITHDRAWALS

Income withdrawal amounts are increased by 100% for a single-life owner (50% for joint owners) for up to five years in the event of a chronic illness. Chronic illness is defined as permanently unable to perform at least two of six activities of daily living (ADL) or permanent severe cognitive impairment. At the start and during the enhanced benefits period, chronic illness must be certified by a physician annually. Enhanced Income Withdrawals cannot be elected until after the third contract year.

RIDER TERMINATION

The Rider may be terminated upon your request. Once the rider is terminated, it cannot be restarted. There are certain situations where the rider is terminated automatically; see your contract for details. Your cap rates, participation rates and credited rates may remain lower for the life of the contract, even in the event of rider termination.

TAX INFORMATION

Please consult your tax advisor for advice on taxation of Income Withdrawals. In general, taxation of Income Withdrawals is similar to taxation of any other partial distribution of proceeds. Income Withdrawals prior to age 59½ may be subject to early withdrawal penalty. Taxation of Income Withdrawals may change if the Rider is in the Income Period and the Accumulation Value is equal to zero. In general, for Non-Qualified contracts, once your cost basis (principal) in the contract has been fully recovered, the full amount of each Income Withdrawal may be subject to tax as ordinary income.

INITIAL PREMIUM ALLOCATION – REQUIRED

1-Year Interest Account	_____ %
S&P 500® Index	
1-Year Point-to-Point Cap	_____ %
1-Year Point-to-Point Participation	_____ %
1-Year Point-to-Point Performance Trigger	_____ %
1-Year Monthly Average Cap	_____ %
1-Year Monthly Average Participation	_____ %
1-Year Monthly Cap	_____ %
2-Year Monthly Average Cap	_____ %
S&P 500® Dynamic Intraday TCA Index	
1-Year Point-to-Point Participation	_____ %
Barclays Focus50 Index™	
1-Year Point-to-Point Participation	_____ %
2-Year Point-to-Point Participation	_____ %
S&P MARC5 Index	
1-Year Point-to-Point Participation	_____ %
Total	100%

Allocations must equal 100%. Percentages must be whole percentages.

OPTIONAL RIDER ACKNOWLEDGEMENT – REQUIRED

_____ **Yes, I would like to elect the Income Rider**
 By choosing this option I understand that the **Rider Charge of .95%** will be deducted from my Accumulation Value on each Contract Anniversary as long as the Rider is in force. I also understand that my cap rates, participation rates and credited rates may be lower for the life of the contract by choosing this option at contract issue.

_____ **No, I would not like to elect the Income Rider**

If this annuity is replacing an existing annuity, it is important that you compare the two, taking into account whatever charges you may incur on the surrender of the existing annuity and your need to access your funds. For information about your existing annuity, contact the issuing company.

The insurance agent/producer is appointed to represent the Company and is approved to provide services to you on our behalf. The insurance agent/producer will be compensated by us in connection with any business placed with our Company.

Applicant Statement:

By signing below, I acknowledge that I have read, or have been read, this document and understand I am applying for an indexed annuity. I also acknowledge that the annuity meets my financial objectives. The agent has not made statements which differ from this disclosure document and no promises or assurances have been made about the future equity values of the contract. I have received a copy of this document, as well as any advertisement that was used in connection with the sale of this annuity. I understand this is not a registered security and that while the values of the contract may be affected by an external index, the contract does not directly participate in any stock or equity investments. Other than the minimum guaranteed values, there are no guarantees, promises, or warranties. I have read the Important Notice Regarding Sales to Military Personnel, if applicable.

 Owner(s)/Applicant(s) Signature Date

 Owner(s)/Applicant(s) Name (please print)

 Owner Social Security Number

 Owner Primary Telephone Number

 Joint Owner(s)/Applicant(s) Signature Date

 Joint Owner(s)/Applicant(s) Name (please print)

 Joint Owner Social Security Number

 Joint Owner Primary Telephone Number

Agent/Producer Statement:

By signing below, I acknowledge I have reviewed this document with the applicant. I certify that a copy of this document, as well as any advertisement used in connection with the sales of this annuity, has been provided to the applicant. I have not made statements that differ in any significant manner from this material. I have not made any promises or guarantees about the future value of any non-guaranteed elements. I have provided the client the Important Notice Regarding Sales to Military Personnel, if applicable.

 Signature of Agent/Producer Date

 Agent/Producer Name & Number (please print)

