West Des Moines, Iowa

**Executive Office** 

7100 Westown Parkway, Suite 200

West Des Moines, Iowa 50266-2521

1-866-598-3692

{lowa Insurance Division} {515-281-5705}



In this Contract, "you" or "your" will refer to the Owner and "we", "our", or "us" will refer to EquiTrust Life Insurance Company®, a stock company.

EquiTrust Life Insurance Company (the "Company") will pay the benefits of this Contract subject to all of its terms. **Read this Contract carefully.** This is a legal Contract between the Owner and the Company.

#### RIGHT TO EXAMINE AND RETURN THIS CONTRACT

The Owner may cancel this Contract within {15} days after the Owner receives it, by returning it to the Company or an Agent of the Company. If returned to us by mail, it will be deemed returned on being postmarked, properly addressed with sufficient postage to the address above. Canceling this Contract under the right to examine will void it from the beginning, and we will refund the premium paid minus any withdrawals within 10 days.

President	Secretary

Signed for and on behalf of EquiTrust Life Insurance Company, effective as of the Contract Date.

# FLEXIBLE PREMIUM FIXED DEFERRED ANNUITY CONTRACT WITH INDEX-LINKED CREDITING OPTIONS

Contract features include:

- Annuity benefit payable at Income Date
- Death benefit payable in event of the Owner's death prior to Income Date
- Dividends are not paid (Nonparticipating)

While Contract values may be affected by an external index, the Contract does not directly participate in any stock, bond or equity investments. The initial interest rate in any fixed rate account is guaranteed for a limited period of time.

After the first Contract Year, Partial Surrenders of up to 10% of the Contract's Accumulation Value as of the last Contract Anniversary may be made without a Surrender Charge.

ICC12-ET-EIA-2000(01-12)

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Additional benefits and endorsements which apply to this Contract are described in the forms following the last page of this Contract.

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

#### **CONTRACT DATA PAGE**

**ANNUITANT {, JOINT ANNUITANT}:** {John Doe} {, Jane Doe}

**ANNUITANT'S SEX {,JOINT ANNUITANT'S SEX}** {Male} {Female}

AGE {, JOINT ANNUITANT'S AGE}: {35} {35}

OWNER {, JOINT OWNER}: {John Doe} {Jane Doe}

CONTRACT NUMBER: {12345}

**CONTRACT DATE**: {01/01/2012}

**INCOME DATE**: {01/01/2077}

INITIAL PREMIUM PAID: \$\( 10,000 \)

MINIMUM GUARANTEED CONTRACT RATE: 1.00%

PAYMENT PLAN MINIMUM INTEREST RATE: 1.50%

PAYMENT PLAN MORTALITY TABLE: Annuity 2000 Mortality Table

INITIAL MINIMUM PREMIUM AMOUNT: \$10,000

FIRST YEAR MAXIMUM PREMIUM AMOUNT: \$1,000,000

RENEWAL YEAR MAXIMUM PREMIUM \$250,000

AMOUNT:

Specific Premium Allocations are detailed on the following pages.

<u>Nonforfeiture Values:</u> The nonforfeiture value for this Contract is equal to 87.5% of premiums less Partial Surrenders, if any, accumulated at the Minimum Guaranteed Contract Rate, compounded annually.

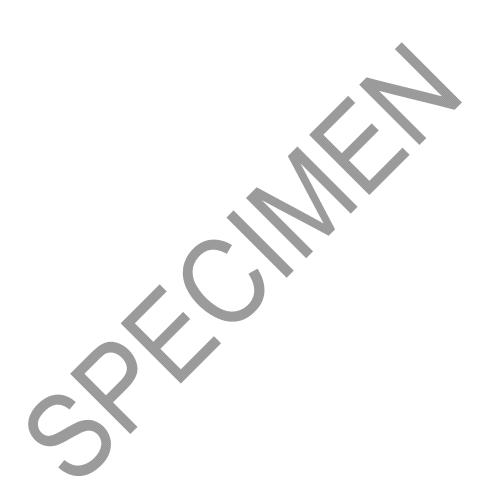
The Surrender Charge is a percentage of the Accumulation Value surrendered or withdrawn and is measured from the beginning of each Contract Year. The percentage is shown below:

Contract Year 1 2 3 4 5 6 7 8 9 10 11 and later

Percentage 9 8 7 6.5 5.5 4.5 3.5 2.5 1.5 0.5 0

NOTE: Surrender charge schedule for CA is 8.3, 7.4, 6.5, 5.6, 4.7, 3.8, 2.9, 1.9, 0.9%

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#### **CONTRACT DATA PAGE (cont)**

#### **FIXED ACCOUNT SPECIFICATIONS**

FIXED ACCOUNT PREMIUM ALLOCATION <<VARIABLE ITEM>>

INITIAL FIXED ACCOUNT INTEREST RATE <<VARIABLE ITEM>>

FIXED ACCOUNT RATE GUARANTEE PERIOD 1 Year

MINIMUM GUARANTEED INTEREST RATE 1.0%

The Initial Fixed Account Interest Rate will be in effect for the Fixed Account Rate Guarantee Period shown above. Any interest rate applied to the Fixed Account will not be less than the Minimum Guaranteed Interest Rate.

**Account Accumulation Date** means every Contract Anniversary after the Premium or Transfer Amount is received into the Fixed Account.

#### **Fixed Account Accumulation Value**

The Account Accumulation Value equals:

- (a) All Premium and Transfer Amounts allocated to this Account; less
- (b) Adjustments for any Partial Surrenders or transfers out of the Account; plus
- (c) Interest credited.

Interest is compounded annually. We may credit excess interest to the Fixed Account while the Contract is in force and before the Proceeds have been paid. Excess interest will be declared in advance and will not be changed more frequently than once during any 12-month period.

In case of full or Partial Surrender or transfers out of the Fixed Account, interest will be credited on the portion of the Account Accumulation Value surrendered or transferred up to the transaction date. The Account Accumulation Value at any date within a Contract Year will be determined by us with allowance for the time elapsed in the Contract Year.



#### 1. GENERAL DEFINITIONS

**Accounts** mean any of the Accounts available under the Contract, which may be attached as endorsements. When a Premium payment is made, you may specify the allocation of the Premium payment among the selected Accounts. We reserve the right to add Accounts as approved by the Interstate Insurance Product Regulation Commission (IIPRC). We may cease to accept Premiums/Transfer Amounts to a specific Account at any time. Any new Premiums/Transfer Amounts accepted are subject to the terms and conditions in existence for any Account(s) available at that time.

Age means Age at the last birthday.

Annuitant means the person(s) on whose life the annuity benefit for this Contract is based.

**Beneficiary** means the person or entity you have chosen to receive the Proceeds of the Contract on the Owner's death, as shown in our records. There may be different classes of Beneficiaries, such as primary and contingent. These classes set the order of payment. There may be more than one Beneficiary in a class.

**Contract** is this document, issued to you in consideration of the payment of the Initial Premium. It includes any attached application, amendments, endorsements, or riders. Only our President, a Vice President or Secretary can change, modify or waive the provisions of the Contract.

Contract Anniversary(ies) means the same date in each year as the Contract Date.

**Contract Date** means the date on which the Contract is effective (Effective Date). Contract Years and Anniversaries are measured from the Contract Date. The Contract Date is shown on the Contract Data Page.

**Contract Year** means the 12-month period that begins on the Contract Date or on a Contract Anniversary.

**Due Proof of Death** is a certified copy of an official death certificate, a certified copy of a decree of a court of competent jurisdiction as to the finding of death, or any other proof satisfactory to us.

**Effective Date** as it appears in any attachments to the Contract means the Contract Date, unless otherwise noted.

**Income Date** means the date the Contract's values are applied to a Payment Plan. The Income Date is calculated at issue as the Contract Anniversary after the Annuitant's 100<sup>th</sup> birthday (or the 100<sup>th</sup> birthday of the Joint Annuitant, if older) and cannot be changed. The Income Date is shown on the Contract Data Page.

**Nonparticipating** means this Contract will not pay dividends. It will not participate in any of our surplus or earnings.

**Owner** means the person (or persons) who owns the Contract, as shown in our records, and who is entitled to exercise all rights and privileges provided in the Contract. The original Owner is shown on the Contract Data Page. The term "person", includes a trust, corporation, partnership, association, or like entity for this purpose.

**Proceeds** mean the amount payable under the Contract.

Transfer Amount means the amount of Accumulation Value transferring from one Account to another.

#### 2. PAYMENT OF PROCEEDS

On the Income Date, we will pay the Accumulation Value of the Contract to the Owner(s) if the Annuitant is living, unless Section 2.3 applies. You must elect, at least 30 days prior to the Income Date, to have the Proceeds paid under one of the Payment Plans set out in Section 6. If no election is made, Proceeds will be paid automatically as a monthly income for a minimum of 120 months and as long thereafter as the Annuitant lives.

#### 2.1 Death of Annuitant

If the Owner is not the Annuitant, and any Annuitant (and any Joint Annuitants) dies while this Contract is in-force, all Owners must:

- (a) notify us within 90 days; and
- (b) choose a new Annuitant.

If all Owners do not choose a new Annuitant within 90 days of any Annuitant's death, the oldest of all Owners becomes the Annuitant.

For purposes of this section, if any Owner of this Contract is not a natural person, the death of the Annuitant shall be treated as the death of an Owner.

2.2 Surrender of Contract - Any time prior to the Income Date, you may ask in a form acceptable to us to receive the Cash Surrender Value of the Contract. Proceeds payable to you on full surrender of the Contract will be the Cash Surrender Value as defined in Section 5.2. Proceeds payable on a Partial Surrender of the Contract will be as defined in Section 5.5. We may require the Contract to be returned to us when the Proceeds are paid.

#### 2.3 Death of Contract Owner

Proceeds payable upon death will be the Death Benefit as defined in Section 5.4.

- (a) If any Owner of the Contract dies before the Income Date, the following applies:
  - (i) If the sole, designated Beneficiary is the deceased Owner's spouse, the Contract will continue and, if the deceased Owner was also the Annuitant, the deceased Owner's spouse will also be the Annuitant.
  - (ii) If the designated Beneficiary of the deceased Owner's interest is someone other than the deceased Owner's spouse, the entire interest in the Contract must be distributed: (a) within 5 years of the deceased Owner's death; or (b) as to the portion of the deceased owner's interest in the Contract, over the life of the designated Beneficiary or over a period not extending beyond the life expectancy of the designated Beneficiary, with payments beginning within one year of the deceased Owner's death.

If the deceased Owner was the Annuitant, the new Owner will be the Joint Owner, if any, or the Beneficiary if there is no Joint Owner. If the deceased Owner was not the Annuitant, the new Owner will be the Joint Owner, if any, or the Annuitant if there is no Joint Owner. If the new Owner under Section 2.3(a)(ii) dies after the deceased Owner but before the entire interest has been distributed, any remaining distributions will be paid to the new Owner's estate.

(b) If any Owner dies on or after the Income Date, but before all Proceeds payable under the Contract have been distributed, we will continue payments to the Beneficiary under the payment method in effect at the time of the deceased Owner's death.

- (c) If anything in the Contract conflicts with the foregoing Death of Owner provisions, those provisions shall control. The foregoing Death of Owner provisions and the Contract shall, in all events, be construed in a manner consistent with Section 72(s) of the Internal Revenue Code of 1986, as amended.
- 2.4 Interest on Proceeds Payable at the Owner's Death If Proceeds are not paid in one sum or applied under a Payment Plan within 30 days after we receive Due Proof of Death of the Owner, we will pay interest on the Proceeds. Interest will be paid at the rate required by applicable state law from the date we receive Due Proof of Death until the Proceeds are paid or applied under a Payment Plan.
- **2.5 Exemption of Proceeds** All payments of Proceeds under the Contract will be made from our Executive Office. To the extent allowed by law, the Proceeds will be free from creditors' claims or legal process.

#### 3. OWNERSHIP, ASSIGNMENT AND BENEFICIARY(IES) PROVISIONS

3.1 Ownership - As an Owner, you can exercise the rights given by the Contract provided, however, that no Ownership rights will exist if Section 2.3(a)(ii) applies. You can change the Owner at any time during the Annuitant's life. Any change in Ownership must be requested at our Executive Office. The request must be in a form acceptable to us. Unless specified by the Owner, the change will go into effect on the date the notice of change is signed by the Owner, subject to any payments we make or actions we take before we record the change.

If the Contract is owned by a trust, corporation, partnership, association or other like entity the Annuitant is considered the Owner for purposes of the death benefit provision.

**3.2 Assigning Your Contract -** You can assign your rights under the Contract to someone else. Such an assignment is not a change of Ownership. Consent of any Irrevocable Beneficiaries is required before any such assignment is effective.

To assign your Contract, you must make a request to our Executive Office. The request must be in a form acceptable to us. Unless otherwise specified by the Owner, the change will go into effect on the date the notice of assignment is signed, subject to any payments we make or actions we take before we record the assignment. We are not responsible for the validity or effect of any assignment, including any tax consequences.

**3.3 Beneficiary** - You may name any Beneficiary to be an Irrevocable Beneficiary. The interest of an Irrevocable Beneficiary cannot be changed without his or her consent. Otherwise, Beneficiaries can be changed as explained below.

Unless you state otherwise, all rights of any Beneficiary, including an Irrevocable Beneficiary, will end if he or she dies before the Owner. If any Beneficiary dies before the Owner, that Beneficiary's interest will pass to any other Beneficiaries according to their respective interests. If all Beneficiaries die before the Owner, upon the Owner's death we will pay the Proceeds to your estate or legal successors.

You can change the Beneficiary at any time during the Annuitant's life. To do so, make a request to our Executive Office. The request must be in a form acceptable to us. Unless otherwise specified by the Owner, the change will go into effect on the date the notice of change is signed by the Owner, subject to any payments we make or actions we take before we record the change.

A change cancels all prior Beneficiaries; except, however, a change will not cancel any Irrevocable Beneficiary without his or her consent. The interest of the Beneficiary will be subject to:

- (a) any assignment of the Contract, accepted and recorded by us prior to the Annuitant's death; and
- (b) any Payment Plan in effect on the date of the Annuitant's death.

- **3.4 Simultaneous Death of Beneficiary and Owner –** Proceeds will be paid as though any Beneficiary died before the Owner if:
  - (a) the Beneficiary dies at the same time as the Owner; or
  - (b) within 24 hours of the Owner's death.

#### 4. PREMIUM

The Initial Premium for the Contract is payable no later than the Contract Date. There is no Contract until the Initial Premium is paid. If any check presented as payment of any part of the Initial Premium for a Contract is not honored, the Contract will be void.

Premiums after the Initial Premium may be paid while the Contract is in force prior to the Income Date or prior to the Owner's death. We may require that the initial premium be at least as high as the Initial Minimum Premium Amount. We may limit or restrict the amount of a premium payment that we will accept in the first contract year without prior approval to the First Year Maximum Premium Amount. Premiums received after the first Contract Anniversary may be limited to the Renewal Year Maximum Premium Amount per Contract year without prior approval.

**4.1 Allocation of Premiums –** You may allocate Premiums among the available Accounts. We may cease to accept new Premiums/Transfer Amounts to a specific Account(s) at any time. Any new Premiums/Transfer Amounts accepted are subject to the terms and conditions in existence for any Account(s) available at that time. The amount allocated to an Account must be at least \$2,000.

All Premium payments are invested in the general account of the Company. Interest/earnings will be credited in accordance with the terms of the Contract. All Premiums after the Initial Premium will be allocated to the Fixed Account at the time of receipt. On each Contract Anniversary, the Accumulation Value associated with any Premium received since the prior Contract Anniversary will be reallocated among the Accounts according to your most recent instructions.

You may change your allocation instructions at any time by sending a written request on a form acceptable to us. Your written request must be received by us at least five business days prior to the Contract Anniversary to apply to premiums received during that Contract Year. The change to your allocations will be effective on the Contract Anniversary next following our receipt of written notice.

#### 5. CONTRACT VALUES

- **5.1 Accumulation Value** On the Contract Date, the Contract's Accumulation Value equals the Initial Premium Paid. At any time after the Contract Date, the Contract's Accumulation Value equals the sum of the Accumulation Values(s) of the Account(s) chosen.
- **5.2 Cash Surrender Value** At any time on or prior to the Income Date, you may ask, in a form acceptable to us, to receive the Contract's full Cash Surrender Value in a single sum. The Cash Surrender Value of this Contract equals the greater of: (a) the Minimum Guaranteed Contract Value; or (b) the Accumulation Value less a Surrender Charge in effect at the time of surrender.

In no event will the Cash Surrender Value be less than the Minimum Guaranteed Contract Value defined in Section 5.3. Upon full Cash Surrender, this Contract will cease to have any further value.

- **5.3 Minimum Guaranteed Contract Value** The Minimum Guaranteed Contract Value equals 87.5% of the sum of each Premium Paid, less Partial Surrenders, if any, accumulated at the Minimum Guaranteed Contract Rate as defined in the Contract Data Pages, compounded annually.
- **5.4 Death Benefit Value –** The death benefit is the larger of (a) the Contract's Accumulation Value; or (b) the amount that would have been payable in the event of a full surrender on the date of death, adjusted for any payments that may have been made since the date of death.

**5.5 Partial Surrender** – You may make a Partial Surrender at any time prior to the Income Date by giving notice to Us. After the first Contract Year, Partial Surrenders of up to 10% of the Contract's Accumulation Value as of the last Contract Anniversary may be made without a Surrender Charge.

Partial Surrenders may be taken through a single withdrawal or multiple withdrawals. Any unused portion of the penalty free Partial Surrender amount in a Contract Year will not carry over to any subsequent Contract Year. Partial Surrenders in excess of 10% may be subject to a Surrender Charge. If the Contract is subsequently surrendered during the Contract Year, the Surrender Charge will be applied to any previously uncharged Partial Surrender amounts taken in the same Contract Year.

The amount withdrawn at any one time must be at least \$250. If the Cash Surrender Value after a Partial Surrender is less than \$2,000, We reserve the right to pay the remaining Cash Surrender Value to You as a full surrender. Partial Surrenders will be taken from the Accounts utilized by you at the time of surrender as chosen by us at our sole discretion.

- **5.6 Payment Deferral** We may delay payment of any amount surrendered or withdrawn for up to six months
- **5.7 Nonforfeiture Values** –On the Income Date, the Contract will provide for a paid-up annuity benefit. Upon surrender of the contract on or before the Income Date, we will pay the Cash Surrender Value in lieu of a paid-up annuity benefit. The reserves and guaranteed values will at no time be less than the minimum required by the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, model #805.

The benefits available under this Contract are not less than the minimum benefits required by the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, model #805.

**5.8 Discontinuation of or Substantial Change to an Index** – If an index is discontinued or the calculation of an index is substantially changed, we may substitute a comparable index subject to approval by the Interstate Insurance Product Regulation Commission. Before a substitute index is used, we shall notify the Owner and any assignee of the substitution.

#### 6. PAYMENT PLANS

On the Income Date, the Accumulation Value can be left with us and paid under a Payment Plan. You can choose a plan during the Annuitant's lifetime. This choice can be changed during the life of the Annuitant prior to the Income Date. If you have not chosen a plan prior to the Annuitant's death, the automatic option as described in Section 2 will be applied.

A plan is available only if the periodic payment is \$100 or more.

Upon receipt of a request to our Executive Office, we will send you the proper forms to choose a plan. The plan will go into effect when the forms are recorded at our Executive Office.

If the person named to receive payments is other than a natural person (such as a trust or corporation), a plan will be available only with our consent. If, for any reason, the person named to receive payments is changed, the change will go into effect when notification is recorded by us subject to any payments we make or actions we take before we record the change.

The minimum amounts payable for each of the Payment Plans described below are based on the amount applied earning interest at the Payment Plan Minimum Interest Rate stated on the Contract Data Page. We may pay a higher interest rate at our discretion. Payments for Plan B are based on the Payment Plan Mortality Table state on the Contract Date Page. The minimum payments for Plans A and B assume annual payments with the first payment made one year after the Income Date.

Annuity benefits under a Payment Plan must be as least as great as those that would be provided by using the Cash Surrender Value to purchase a Single Premium Annuity contract offered by the Company on the Income Date.

**6.1 Plan A. Fixed Period** - The Contract Proceeds will be paid until the Proceeds, plus interest, are paid in full. Payments may be paid monthly or annually. The payment period cannot be more than 30 years nor less than 10 years. The table below shows the annual payment for each \$1,000 of Proceeds applied with payments starting one year after Proceeds have been applied to this Payment Plan.

Number of Years	Payments per \$1,000 of	Monthly
	Proceeds	
10	106.83	8.96
15	73.84	6.20
20	57.38	4.81
25	47.55	3.99
30	41.02	3.44

**6.2 Plan B. Life Income** - The Contract Proceeds will be paid in monthly or annual payments for as long as the Owner or Beneficiary, whichever is appropriate as stated under Section 2, lives. We have the right to require proof satisfactory to us of the age and sex of such appropriate person and that such appropriate person is alive prior to making any payment. A minimum number of payments may be guaranteed, if desired.

Option B - Payment of Life Income

Monthly Payments per \$1,000 of Proceeds

		Male			Female			Unisex	
Age	10 Years	15 Years	20 Years	10 Years	15 Years	20 Years	10 Years	15 Years	20 Years
Age	Guaranteed								
55	3.64	3.58	3.48	3.35	3.32	3.27	3.49	3.45	3.37
56	3.73	3.66	3.55	3.43	3.40	3.34	3.58	3.52	3.44
57	3.82	3.74	3.62	3.51	3.47	3.40	3.66	3.60	3.51
58	3.92	3.83	3.69	3.60	3.55	3.47	3.75	3.69	3.58
59	4.02	3.92	3.76	3.69	3.63	3.54	3.85	3.77	3.65
60	4.13	4.01	3.83	3.78	3.72	3.62	3.95	3.86	3.72
61	4.24	4.11	3.90	3.89	3.81	3.69	4.06	3.95	3.79
62	4.36	4.20	3.97	3.99	3.91	3.77	4.17	4.05	3.86
63	4.49	4.30	4.04	4.10	4.01	3.84	4.29	4.15	3.94
64	4.62	4.41	4.10	4.22	4.11	3.92	4.41	4.25	4.01
65	4.76	4.51	4.17	4.35	4.21	4.00	4.54	4.36	4.08
66	4.90	4.62	4.24	4.48	4.32	4.07	4.68	4.46	4.15
67	5.05	4.73	4.30	4.62	4.43	4.15	4.82	4.57	4.22
68	5.20	4.83	4.36	4.76	4.55	4.22	4.97	4.68	4.29
69	5.36	4.94	4.41	4.92	4.66	4.29	5.13	4.80	4.35
70	5.53	5.04	4.47	5.08	4.78	4.36	5.29	4.91	4.41
71	5.70	5.15	4.51	5.25	4.90	4.42	5.46	5.02	4.47
72	5.87	5.25	4.56	5.43	5.02	4.48	5.64	5.13	4.52
73	6.05	5.35	4.60	5.62	5.14	4.53	5.82	5.24	4.56
74	6.23	5.44	4.63	5.81	5.25	4.58	6.01	5.34	4.60
75	6.41	5.53	4.67	6.01	5.36	4.62	6.19	5.44	4.64
80	7.31	5.88	4.77	7.03	5.81	4.75	7.16	5.84	4.76
85	8.06	6.08	4.81	7.93	6.06	4.80	7.99	6.07	4.81
90	8.57	6.17	4.81	8.52	6.17	4.81	8.54	6.17	4.81
95	8.86	6.19	4.81	8.83	6.19	4.81	8.84	6.19	4.81
100	8.95	6.20	4.81	8.95	6.20	4.81	8.95	6.20	4.81

Factors for ages not shown will be supplied upon request.

- **6.3 Other Options -** Proceeds may be paid in any manner requested and agreed to by the Company, or under any other payment option(s) made available by the Company.
- **6.4 Death of Payee** If a payee dies, any remaining payments will be paid to a contingent payee. If no payee survives, we will pay the commuted value of any remaining payments to the estate of the last payee to die.
- **6.5 Claims of Creditors -** Payments under any payment option will be exempt from the claims of creditors to the maximum extent allowed by law.

#### 7. GENERAL TERMS

- **7.1 Your Contract With Us** Your Contract is a legal Contract with us. Only our President, a Vice President or Secretary is authorized to change, modify or waive the provisions of the Contract. The entire contract consists of:
  - this Contract:
  - any endorsements or additional benefit riders; and
  - the attached copy of your Application which includes any amendments, supplemental Applications or other attached papers.

We rely on statements made in the Application for the Contract. These statements, in the absence of fraud, are deemed representations and not warranties. No statement will void this Contract or be used in defense of a claim unless:

- it is contained in the Application; and
- such Application is attached to this Contract.

The Contract is issued in consideration of the payment of the Initial Premium.

The provisions of the Contract shall, in all events, be construed to comply with the requirements of Section 72(s) of the Internal Revenue Code of 1986, as amended.

- **7.2 Incontestability** This Contract shall be incontestable from the Contract Date.
- **7.3 Valid Release for Payment** If Proceeds are payable to a person not legally competent to give a valid release, as determined by a Court of competent jurisdiction, we may pay Proceeds in monthly installments, not to exceed \$1,000, to the person or persons who have, as determined by the Court, assumed custody and principal support of the person. Any payment made under this clause will be made in good faith. It will satisfy our responsibility to the extent of any payments made.
- **7.4 Annual Statement of Values** We will send you at least once a year, and without charge, a statement which shows the following values as of the statement date:
  - (a) the amount of Premiums paid;
  - (b) the amount of any Partial Surrenders;
  - (c) the dates of any Partial Surrenders;
  - (d) the Accumulation Value at the beginning and end of the period;
  - (e) the Cash Surrender Value;
  - (f) the Death Benefit;
  - (g) interest and/or index credits;
  - (h) charges for riders; and
  - (i) the beginning and ending dates of the reporting period.

Additional statements may be requested for a fee, which is not to exceed \$25 per additional statement.

7.5 Mistake of Age or Sex - If any Annuitant's age or sex has been misstated, we will adjust the Proceeds. The Proceeds of the Contract will be those the Premiums would have bought at the correct age and sex. Any overpayment/underpayment made by us will, with interest at a rate not to exceed 6%, be charged/credited against the current or next succeeding payments to be made by the Company. Any overpayment made by us will be deducted from the succeeding payments as necessary. By age, we mean the Annuitant's age as of his or her last birthday on the Contract Date.

7100 Westown Pkwy, Suite 200, West Des Moines, Iowa 50266-2521

#### 1-YEAR POINT-TO-POINT CAP INDEX ACCOUNT

This Endorsement is attached to and becomes part of the Contract. This Endorsement adds a 1-Year Point-to-Point Cap Index Account to your Contract.

This Endorsement is subject to all of the provisions of the Contract, except as otherwise stated herein. If any provisions of the Contract conflict with the Endorsement, the provisions of the Endorsement will apply.

## ACCOUNT SPECIFICATIONS

**Contract Form Number:** ICC12-ET-EIA-2000(01-12)

Contract Number: [EQ0001123456F]

Premium Allocation (%): <<VARIABLE ITEM>>

Premium Allocation (\$) <<VARIABLE ITEM

Initial Index Cap: <<VARIABLE\_TEM>>

Minimum Index Cap: <<VARIABLE NEW

Index: S&P 500®

Initial Index Number: < VARIABLE TEM>>

The Initial Index Cap is guaranteed for one Contract Year.

The Index used for this account is the Standard & Poor's 500® Index. It excludes any dividends that may be paid by the stocks of the firms that comprise the Index.

"Standard & Poor's 500®" is a trademark of The McGraw-Hill Companies, Inc. and has been licensed for use by EQUITRUST LIFE INSURANCE COMPANY®. The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the Product.

#### **ALLOCATIONS AND TRANSFERS**

You may transfer amounts in your accounts on each Contract Anniversary by sending a written request, on a form acceptable to us, to our Executive Office.

Transfers out of an Account into the Fixed Account and/or Index Account are allowed on each Account Accumulation Date, which is every Contract Anniversary after the Premium or Transfer Amount is received into the applicable Account.

A transfer will be effective on the Account Accumulation Date next following receipt of the request. All requests are subject to the following:

- a. Your written request for transfer is received at least five business days prior to the next Account Accumulation Date;
- b. the amount transferred is not less than \$2,000; and

c. any remaining Account Accumulation Value after a transfer is not less than \$2,000.

Subject to the terms of the Contract, we may cease to accept new Premiums/Transfer amounts to a specific Account(s) at any time. Any new Premium/Transfer Amounts accepted are subject to the terms and conditions in existence for any Account(s) available at that time. We reserve the right to move values from this account to the Fixed Account on the Account Accumulation Date.

#### **DEFINITIONS**

**Account Accumulation Date** means the date on which the Account Accumulation Value was last calculated. The initial Account Accumulation Date is the Contract Date and is the Contract Anniversary each year thereafter.

**Index** means the measure used for determining the Index Number. If the index is discontinued or if the calculation of the Index is substantially changed, we will substitute a comparable Index, subject to approval by the Interstate Product Regulation Commission (IIPRC). Prior to the use of a substitute Index, we will notify the Owner and any assignee in writing. The Index for this account is shown in the Specifications section of this Endorsement.

**Index Cap** means the maximum Index Increase that may be applied to the Accumulation Value of this Account. The Index Cap is declared at issue and guaranteed for one year. The Index Cap for future durations will be declared on each Contract Anniversary and is guaranteed for the following Contract Year. The minimum Index Cap is shown on the Specifications section of this Endorsement.

**Index Credit** is the amount, if any, added to the Account Accumulation Value at the end of each Contract Year. The Index Credit in any Contract Year will never be less than zero.

**Index Credit Factor** is the percentage multiplied by the current Account Accumulation Value at the end of a Contract Year to determine Index Credits. The formula for the Index Credit Factor is on the following page.

**Index Increase** means the percentage excess of the end-of-year Index Number over the beginning-of-year Index Number. Year refers to Contract Year.

**Index Number** means the published value of the Index. The Index Number on any specified date is the closing value on the previous trading day associated with the Index. If the Index Number is not published on any day for which a calculation is made, the first preceding published Index Number will be used. The Initial Premium amount plus any Premium Bonus allocated to this Account will be assigned an Initial Index Number which is shown in the Specifications section of this Endorsement.

#### **ACCOUNT VALUES**

#### **Account Accumulation Value**

Account Accumulation Value is calculated as follows:

- 1. On the Contract Date, the Account Accumulation Value equals the Initial Premium Paid and any Premium Bonus allocated to this Account.
- 2. On each Contract Anniversary, your Account Accumulation Value equals:
  - (a) The Account Accumulation Value on the last Contract Anniversary; less
  - (b) Adjustments for any Partial Surrenders from the Account during the Contract Year; plus
  - (c) The Index Credit; plus (minus)

- (d) Any transfers into (out) of the Account.
- 3. On any other date, the Account Accumulation Value equals:
  - (a) The Account Accumulation Value on the last Contract Anniversary (which has been adjusted for any transfers into or out of the Account on the last Contract Anniversary); less
  - (b) Adjustments for any Partial Surrenders from the Account during the Contract Year.

#### **Index Credit Methodology**

The Index Credit is equal to:

- (a) The Account Accumulation Value on the last Contract Anniversary; less
- (b) Adjustments for any Partial Surrenders from the Account during the Contract Year; multiplied by
- (c) The Index Credit Factor.

The Index Credit Factor is equal to:

- (a) The Index Number for the current Contract Anniversary Date, minus the Index Number on the last Contract Anniversary; divided by
- (b) The Index Number on the last Contract Anniversary date; adjusted
- (c) To not be greater than the Index Cap; but not less than
- (d) Zero.

The Index Credit Factor uses the Index Cap applicable for the 1-Year Point-to-Point Cap Index Account.

#### **GENERAL PROVISIONS**

This Endorsement terminates upon termination of the Contract to which it is attached.

We may elect to terminate this Endorsement at any time by sending you a written notice stating the effective date of termination to your last known address. Such notice will be sent at least 60 days in advance of the effective date of this Endorsement's termination. On and after the effective date of the termination, you will not be allowed to transfer amounts to this account. We reserve the right to move values from this account to the Fixed Account as of the effective date of termination.

Vice President

7100 Westown Pkwy, Suite 200, West Des Moines, Iowa 50266-2521

#### 1-YEAR POINT-TO-POINT CAP INDEX ACCOUNT

This Endorsement is attached to and becomes part of the Contract. This Endorsement adds a 1-Year Point-to-Point Cap Index Account to your Contract.

This Endorsement is subject to all of the provisions of the Contract, except as otherwise stated herein. If any provisions of the Contract conflict with the Endorsement, the provisions of the Endorsement will apply.

ACCOUNT SPECIFICATIONS				
Contract Form Number:	ICC12-ET-EIA-2000(01-12)			
Contract Number:	[EQ0001123456F]			
Premium Allocation (%):	< <variable item="">&gt;</variable>			
Premium Allocation (\$)	< <variable item="">&gt;</variable>			
Account Charge:	1.00%			
Initial Index Cap:	< <variable item=""></variable>			
Minimum Index Cap:	< <variable (tem="">&gt;</variable>			
Index:	S&P 500®			

The Initial Index Cap is guaranteed for one Contract Year.

The Index used for this account is the Standard & Poor's 500® Index. It excludes any dividends that may be paid by the stocks of the firms that comprise the Index.

"Standard & Poor's 500®" is a trademark of The McGraw-Hill Companies, Inc. and has been licensed for use by EQUITRUST LIFE INSURANCE COMPANY®. The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the Product.

#### **ALLOCATIONS AND TRANSFERS**

You may transfer amounts in your accounts on each Contract Anniversary by sending a written request, on a form acceptable to us, to our Executive Office.

Transfers out of an Account into the Fixed Account and/or Index Account are allowed on each Account Accumulation Date, which is every Contract Anniversary after the Premium or Transfer Amount is received into the applicable Account.

A transfer will be effective on the Account Accumulation Date next following receipt of the request. All requests are subject to the following:

**Initial Index Number:** 

- Your written request for transfer is received at least five business days prior to the next Account Accumulation Date;
- b. the amount transferred is not less than \$2,000; and
- c. any remaining Account Accumulation Value after a transfer is not less than \$2,000.

Subject to the terms of the Contract, we may cease to accept new Premiums/Transfer amounts to a specific Account(s) at any time. Any new Premium/Transfer Amounts accepted are subject to the terms and conditions in existence for any Account(s) available at that time. We reserve the right to move values from this account to the Fixed Account on the Account Accumulation Date.

#### **DEFINITIONS**

**Account Accumulation Date** means the date on which the Account Accumulation Value was last calculated. The initial Account Accumulation Date is the Contract Date and is the Contract Anniversary each year thereafter.

**Account Charge** means the annual charge for this account, which is deducted from the Account Accumulation Value.

**Index** means the measure used for determining the Index Number. If the index is discontinued or if the calculation of the Index is substantially changed, we will substitute a comparable Index, subject to approval by the Interstate Product Regulation Commission (IIPRC). Prior to the use of a substitute Index, we will notify the Owner and any assignee in writing. The Index for this account is shown in the Specifications section of this Endorsement.

**Index Cap** means the maximum Index Increase that may be applied to the Accumulation Value of this Account. The Index Cap is declared at issue and guaranteed for one year. The Index Cap for future durations will be declared on each Contract Anniversary and is guaranteed for the following Contract Year. The minimum Index Cap is shown on the Specifications section of this Endorsement.

**Index Credit** is the amount, if any, added to the Account Accumulation Value at the end of each Contract Year. The Index Credit in any Contract Year will never be less than zero.

**Index Credit Factor** is the percentage multiplied by the current Account Accumulation Value at the end of a Contract Year to determine Index Credits. The formula for the Index Credit Factor is on the following page.

**Index Increase** means the percentage excess of the end-of-year Index Number over the beginning-of-year Index Number. Year refers to Contract Year.

**Index Number** means the published value of the Index. The Index Number on any specified date is the closing value on the previous trading day associated with the Index. If the Index Number is not published on any day for which a calculation is made, the first preceding published Index Number will be used. The Initial Premium amount plus any Premium Bonus allocated to this Account will be assigned an Initial Index Number which is shown in the Specifications section of this Endorsement.

#### **ACCOUNT VALUES**

#### **Account Accumulation Value**

Account Accumulation Value is calculated as follows:

- 1. On the Contract Date, the Account Accumulation Value equals the Initial Premium Paid and any Premium Bonus allocated to this Account.
- 2. On each Contract Anniversary, your Account Accumulation Value equals:
  - (a) The Account Accumulation Value on the last Contract Anniversary; less
  - (b) Adjustments for any Partial Surrenders from the Account during the Contract Year; plus
  - (c) The Index Credit; minus
  - (d) The Account Charge amount; plus (minus)
  - (e) Any transfers into (out) of the Account.
  - 3. On any other date, the Account Accumulation Value equals:
    - (a) The Account Accumulation Value on the last Contract Anniversary (which has been adjusted for any transfers into or out of the Account on the last Contract Anniversary); less
    - (b) Adjustments for any Partial Surrenders from the Account during the Contract Year.

#### **Account Charge**

The Account Charge will be deducted automatically from the Account Accumulation Value on the initial Account Accumulation Date and each subsequent Account Accumulation Date, as long as the Account Accumulation Value is greater than zero.

The Account Charge amount will be calculated as:

- (a) The Account Charge as found in the Account Specifications, multiplied by
- (b) The Account Accumulation Value as of the Account Accumulation Date.

The Account fee is not considered a Partial Surrender under the Contract.

#### **Index Credit Methodology**

The Index Credit is equal to:

- (a) The Account Accumulation Value on the last Contract Anniversary; less
- (b) Adjustments for any Partial Surrenders from the Account during the Contract Year; multiplied by
- (c) The Index Credit Factor.

The Index Credit Factor is equal to:

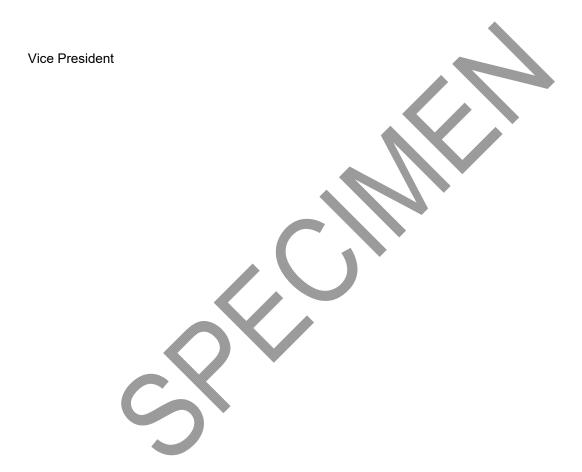
- (a) The Index Number for the current Contract Anniversary Date, minus the Index Number on the last Contract Anniversary; divided by
- (b) The Index Number on the last Contract Anniversary date; adjusted
- (c) To not be greater than the Index Cap; but not less than
- (d) Zero.

The Index Credit Factor uses the Index Cap applicable for the 1-Year Point-to-Point Cap Index Account.

#### **GENERAL PROVISIONS**

This Endorsement terminates upon termination of the Contract to which it is attached.

We may elect to terminate this Endorsement at any time by sending you a written notice stating the effective date of termination to your last known address. Such notice will be sent at least 60 days in advance of the effective date of this Endorsement's termination. On and after the effective date of the termination, you will not be allowed to transfer amounts to this account. We reserve the right to move values from this account to the Fixed Account as of the effective date of termination.



7100 Westown Pkwy, Suite 200, West Des Moines, Iowa 50266-2521

#### 1-YEAR POINT-TO-POINT PARTICIPATION INDEX ACCOUNT

This Endorsement is attached to and becomes part of the Contract. This Endorsement adds a 1-Year Point-to-Point Participation Index Account to your Contract.

This Endorsement is subject to all of the provisions of the Contract, except as otherwise stated herein. If any provisions of the Contract conflict with the Endorsement, the provisions of the Endorsement will apply.

#### **ACCOUNT SPECIFICATIONS**

**Contract Form Number:** ICC12-ET-EIA-2000(01-12)

Contract Number: [EQ0001123456F]

Premium Allocation (%): <<VARIABLE ITEM>>

Premium Allocation (\$) <<VARIABLE ITEM

Account Charge: 1.00%

Initial Participation Rate: <<VARIABLE INDIA

Minimum Participation Rate: <<VARIABLE TEM>

Index: S&P 500®

Initial Index Number: <<VARIABLE ITEM>>

The Participation Rate is guaranteed for one Contract Year.

The Index used for this account is the Standard & Poor's 500® Index. It excludes any dividends that may be paid by the stocks of the firms that comprise the Index.

"Standard & Poor's 500®" is a trademark of The McGraw-Hill Companies, Inc. and has been licensed for use by EQUITRUST LIFE INSURANCE COMPANY®. The Product is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the Product.

#### **ALLOCATIONS AND TRANSFERS**

You may transfer amounts in your accounts on each Contract Anniversary by sending a written request, on a form acceptable to us, to our Executive Office.

Transfers out of an Account into the Fixed Account and/or Index Account are allowed on each Account Accumulation Date, which is every Contract Anniversary after the Premium or Transfer Amount is received into the applicable Account.

A transfer will be effective on the Account Accumulation Date next following receipt of the request. All requests are subject to the following:

- Your written request for transfer is received at least five business days prior to the next Account Accumulation Date;
- b. the amount transferred is not less than \$2,000; and
- c. any remaining Account Accumulation Value after a transfer is not less than \$2,000.

Subject to the terms of the Contract, we may cease to accept new Premiums/Transfer amounts to a specific Account(s) at any time. Any new Premium/Transfer Amounts accepted are subject to the terms and conditions in existence for any Account(s) available at that time. We reserve the right to move values from this account to the Fixed Account on the Account Accumulation Date.

#### **DEFINITIONS**

**Account Accumulation Date** means the date on which the Account Accumulation Value was last calculated. The initial Account Accumulation Date is the Contract Date and is the Contract Anniversary each year thereafter.

**Account Charge** means the annual charge for this account, which is deducted from the Account Accumulation Value.

**Index** means the measure used for determining the Index Number. If the Index is discontinued or if the calculation of the Index is substantially changed, we will substitute a comparable Index, subject to approval by the Interstate Product Regulation Commission (IIPRC). Prior to the use of a substitute Index, we will notify the Owner and any assignee in writing. The Index for this Account is shown on the Specification section of this Endorsement

**Index Credit** is the amount, if any, added to the Account Accumulation Value at the end of each Contract Year. The Index Credit in any Contract Year will never be less than zero.

**Index Credit Factor** is the percentage multiplied by the current Account Accumulation Value at the end of a Contract Year to determine Index Credits. The formula for the Index Credit Factor is on the following page.

**Index Increase** means the percentage excess of the end-of-year Index Number over the beginning-of-year Index Number. Year refers to Contract Year.

**Index Number** means the published value of the Index. The Index Number on any specified date is the closing value on the previous trading day associated with the Index. If the Index Number is not published on any day for which a calculation is made, the first preceding published Index Number will be used. The Initial Premium amount plus any Premium Bonus allocated to this Account will be assigned an Initial Index Number which is shown on the Specification section of this Endorsement.

**Participation Rate** is the percentage of the Index Increase which will be recognized in calculating the Index Value. The Participation Rate is declared at issue and guaranteed for one year. The Participation Rate for future durations will be declared on each Contract Anniversary and is guaranteed for the following Contract Year. The minimum Participation Rate is shown on Specification section of this Endorsement.

#### **ACCOUNT VALUES**

#### **Account Accumulation Value**

Account Accumulation Value is calculated as follows:

- 1. On the Contract Date, the Account Accumulation Value equals the Initial Premium Paid and any Premium Bonus allocated to this Account.
- 2. On each Contract Anniversary, your Account Accumulation Value equals:
  - (a) The Account Accumulation Value on the last Contract Anniversary; less
  - (b) Adjustments for any Partial Surrenders from the Account during the Contract Year; plus
  - (c) The Index Credit; minus
  - (d) The Account Charge amount; plus (minus)
  - (e) Any transfers into (out) of the Account.
- 3. On any other date, the Account Accumulation Value equals:
  - (a) The Account Accumulation Value on the last Contract Anniversary (which has been adjusted for any transfers into or out of the Account on the last Contract Anniversary); less
  - (b) Adjustments for any Partial Surrenders from the Account during the Contract Year.

#### **Account Charge**

The Account Charge will be deducted automatically from the Account Accumulation Value on the initial Account Accumulation Date and each subsequent Account Accumulation Date, as long as the Account Accumulation Value is greater than zero.

The Account Charge amount will be calculated as:

- (a) The Account Charge as found in the Account Specifications, multiplied by
- (b) The Account Accumulation Value as of the Account Accumulation Date.

The Account fee is not considered a Partial Surrender under the Contract.

#### **Index Credit Methodology**

The Index Credit is equal to:

- (a) The Account Accumulation Value on the last Contract Anniversary; less
- (b) Adjustments for any Partial Surrenders from the Account during the Contract Year; multiplied by
- (c) The Index Credit Factor.

The Index Credit Factor is equal to:

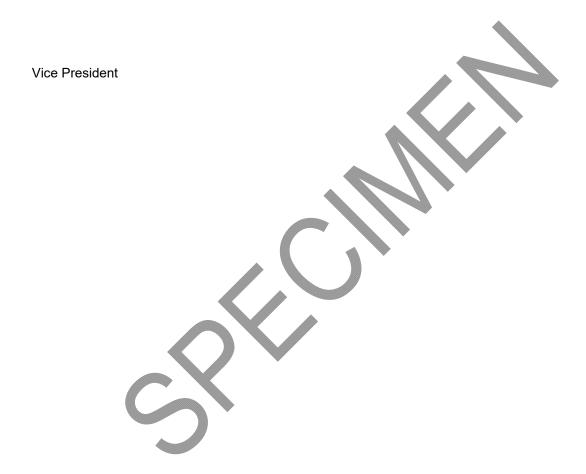
- (a) The Index Number for the current Contract Anniversary Date, minus the Index Number on the last Contract Anniversary; divided by
- (b) The Index Number on the last Contract Anniversary date; multiplied by
- (c) The Participation Rate; but not less than
- (d) Zero.

The Index Credit Factor uses the Participation Rate applicable for the 1-Year Point-to-Point Participation Index Account.

#### **GENERAL PROVISIONS**

This Endorsement terminates upon termination of the Contract to which it is attached.

We may elect to terminate this Endorsement at any time by sending you a written notice stating the effective date of termination to your last known address. Such notice will be sent at least 60 days in advance of the effective date of this Endorsement's termination. On and after the effective date of the termination, you will not be allowed to transfer amounts to this account. We reserve the right to move values from this account to the Fixed Account as of the effective date of termination.



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#### 1-YEAR POINT-TO-POINT PARTICIPATION INDEX ACCOUNT

This Endorsement is attached to and becomes part of the Contract. This Endorsement adds a 1-Year Point-to-Point Participation Index Account to your Contract.

This Endorsement is subject to all of the provisions of the Contract, except as otherwise stated herein. If any provisions of the Contract conflict with the Endorsement, the provisions of the Endorsement will apply.

#### **ACCOUNT SPECIFICATIONS**

**Contract Form Number:** ICC12-ET-EIA-2000(01-12)

Contract Number: [EQ0001123456F]

Premium Allocation (%): <<VARIABLE ITEM>>

Premium Allocation (\$) <<VARIABLE ITEM

Account Charge: 1.00%

Initial Participation Rate: <<VARIABLE INDIA

Minimum Participation Rate: <</a>

Index: Barclays Focus50 Index

Initial Index Number: <<VARIABLE ITEM>>

The Participation Rate is guaranteed for one Contract Year.

Neither Barclays Bank PLC, or Barclays Capital Inc., nor any affiliate (collectively "Barclays") is the issuer or producer of MarketPower Bonus 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 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 EquiTrust, 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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no liability or responsibility, contingent or otherwise, for any injury or damages, whether caused by the negligence of a protected party or otherwise, arising in connection with the calculation of the Index or any data or values included therein or in connection therewith and shall not be liable for any lost profits, losses, punitive, incidental or consequential damages.

#### **ALLOCATIONS AND TRANSFERS**

You may transfer amounts in your accounts on each Contract Anniversary by sending a written request, on a form acceptable to us, to our Executive Office.

Transfers out of an Account into the Fixed Account and/or Index Account are allowed on each Account Accumulation Date, which is every Contract Anniversary after the Premium or Transfer Amount is received into the applicable Account.

A transfer will be effective on the Account Accumulation Date next following receipt of the request. All requests are subject to the following:

- a. Your written request for transfer is received at least five business days prior to the next Account Accumulation Date;
- b. the amount transferred is not less than \$2,000; and
- c. any remaining Account Accumulation Value after a transfer is not less than \$2,000.

Subject to the terms of the Contract, we may cease to accept new Premiums/Transfer amounts to a specific Account(s) at any time. Any new Premium/Transfer Amounts accepted are subject to the terms and conditions in existence for any Account(s) available at that time. We reserve the right to move values from this account to the Fixed Account on the Account Accountlation Date.

#### DEFINITIONS

**Account Accumulation Date** means the date on which the Account Accumulation Value was last calculated. The initial Account Accumulation Date is the Contract Date and is the Contract Anniversary each year thereafter.

**Account Charge** means the annual charge for this account, which is deducted from the Account Accumulation Value.

**Index** means the measure used for determining the Index Number. If the Index is discontinued or if the calculation of the Index is substantially changed, we will substitute a comparable Index, subject to approval by the Interstate Product Regulation Commission (IIPRC). Prior to the use of a substitute Index, we will notify the Owner and any assignee in writing. The Index for this Account is shown on the Specification section of this Endorsement

**Index Credit** is the amount, if any, added to the Account Accumulation Value at the end of each Contract Year. The Index Credit in any Contract Year will never be less than zero.

**Index Credit Factor** is the percentage multiplied by the current Account Accumulation Value at the end of a Contract Year to determine Index Credits. The formula for the Index Credit Factor is on the following page.

**Index Increase** means the percentage excess of the end-of-year Index Number over the beginning-of-year Index Number. Year refers to Contract Year.

**Index Number** means the published value of the Index. The Index Number on any specified date is the closing value on the previous trading day associated with the Index. If the Index Number is not published on any day for which a calculation is made, the first preceding published Index Number will be used. The ICC19-ET-1PP-F(05-19)

PAGE 2 OF 4

1-YEAR POINT-TO-POINT PART

Initial Premium amount plus any Premium Bonus allocated to this Account will be assigned an Initial Index Number which is shown on the Specification section of this Endorsement.

**Participation Rate** is the percentage of the Index Increase which will be recognized in calculating the Index Value. The Participation Rate is declared at issue and guaranteed for one year. The Participation Rate for future durations will be declared on each Contract Anniversary and is guaranteed for the following Contract Year. The minimum Participation Rate is shown on Specification section of this Endorsement.

#### **ACCOUNT VALUES**

#### **Account Accumulation Value**

Account Accumulation Value is calculated as follows:

- 1. On the Contract Date, the Account Accumulation Value equals the Initial Premium Paid and any Premium Bonus allocated to this Account.
- 2. On each Contract Anniversary, your Account Accumulation Value equals:
  - (a) The Account Accumulation Value on the last Contract Anniversary; less
  - (b) Adjustments for any Partial Surrenders from the Account during the Contract Year; plus
  - (c) The Index Credit; minus
  - (d) The Account Charge amount; plus (minus)
  - (e) Any transfers into (out) of the Account.
- 3. On any other date, the Account Accumulation Value equals:
  - (a) The Account Accumulation Value on the last Contract Anniversary (which has been adjusted for any transfers into or out of the Account on the last Contract Anniversary);
  - (b) Adjustments for any Partial Surrenders from the Account during the Contract Year.

#### **Account Charge**

The Account Charge will be deducted automatically from the Account Accumulation Value on the initial Account Accumulation Date and each subsequent Account Accumulation Date, as long as the Account Accumulation Value is greater than zero.

The Account Charge amount will be calculated as:

- (a) The Account Charge as found in the Account Specifications, multiplied by
- (b) The Account Accumulation Value as of the Account Accumulation Date.

The Account fee is not considered a Partial Surrender under the Contract.

#### **Index Credit Methodology**

The Index Credit is equal to:

- (a) The Account Accumulation Value on the last Contract Anniversary; less
- (b) Adjustments for any Partial Surrenders from the Account during the Contract Year; multiplied by
- (c) The Index Credit Factor.

The Index Credit Factor is equal to:

- (a) The Index Number for the current Contract Anniversary Date, minus the Index Number on the last Contract Anniversary; divided by
- (b) The Index Number on the last Contract Anniversary date; multiplied by
- (c) The Participation Rate; but not less than
- (d) Zero.

The Index Credit Factor uses the Participation Rate applicable for the 1-Year Point-to-Point Participation Index Account.

#### **GENERAL PROVISIONS**

This Endorsement terminates upon termination of the Contract to which it is attached.

We may elect to terminate this Endorsement at any time by sending you a written notice stating the effective date of termination to your last known address. Such notice will be sent at least 60 days in advance of the effective date of this Endorsement's termination. On and after the effective date of the termination, you will not be allowed to transfer amounts to this account. We reserve the right to move values from this account to the Fixed Account as of the effective date of termination.



7100 Westown Pkwy, Suite 200, West Des Moines, Iowa 50266-2521

#### 1-YEAR POINT-TO-POINT PARTICIPATION INDEX ACCOUNT

This Endorsement is attached to and becomes part of the Contract. This Endorsement adds a 1-Year Point-to-Point Participation Index Account to your Contract.

This Endorsement is subject to all of the provisions of the Contract, except as otherwise stated herein. If any provisions of the Contract conflict with the Endorsement, the provisions of the Endorsement will apply.

#### **ACCOUNT SPECIFICATIONS**

**Contract Form Number:** ICC12-ET-EIA-2000(01-12)

Contract Number: [EQ0001123456F]

Premium Allocation (%): <<VARIABLE ITEM>>

Premium Allocation (\$) <<VARIABLE ITEM

Initial Participation Rate: <<VARIABLE ITEM>

Minimum Participation Rate: <<VARIABLE INTO

Index: S&P MARC 5% Excess Return Index

Initial Index Number: < VARIABLE TEM>>

The Participation Rate is guaranteed for one Contract Year.

The "S&P Multi-Asset Risk Control 5% Excess Return Index" and "S&P 500®" Indices ("Indices") are products of S&P Dow Jones Indices LLC or its affiliates ("SPDJI") and have been licensed for use by EquiTrust ("the Company"). Standard & Poor's® and S&P® are registered trademarks of Standard & Poor's Financial Services LLC ("S&P"); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC ("Dow Jones"); and these trademarks have been licensed for use by SPDJI and sublicensed for certain purposes by the Company. The products are not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, or their respective affiliates and none of such parties make any representation regarding the advisability of investing in such product(s) nor do they have any liability for any errors, omissions, or interruptions of the Indices.

#### **ALLOCATIONS AND TRANSFERS**

You may transfer amounts in your accounts on each Contract Anniversary by sending a written request, on a form acceptable to us, to our Executive Office.

Transfers out of an Account into the Fixed Account and/or Index Account are allowed on each Account Accumulation Date, which is every Contract Anniversary after the Premium or Transfer Amount is received into the applicable Account.

A transfer will be effective on the Account Accumulation Date next following receipt of the request. All requests are subject to the following:

a. Your written request for transfer is received at least five business days prior to the next Account Accumulation Date;

- b. the amount transferred is not less than \$2,000; and
- c. any remaining Account Accumulation Value after a transfer is not less than \$2,000.

Subject to the terms of the Contract, we may cease to accept new Premiums/Transfer amounts to a specific Account(s) at any time. Any new Premium/Transfer Amounts accepted are subject to the terms and conditions in existence for any Account(s) available at that time. We reserve the right to move values from this account to the Fixed Account on the Account Accumulation Date.

#### **DEFINITIONS**

**Account Accumulation Date** means the date on which the Account Accumulation Value was last calculated. The initial Account Accumulation Date is the Contract Date and is the Contract Anniversary each year thereafter.

**Index** means the measure used for determining the Index Number. If the Index is discontinued or if the calculation of the Index is substantially changed, we will substitute a comparable Index, subject to approval by the Interstate Product Regulation Commission (IIPRC). Prior to the use of a substitute Index, we will notify the Owner and any assignee in writing. The Index for this Account is shown on the Specification section of this Endorsement

**Index Credit** is the amount, if any, added to the Account Accumulation Value at the end of each Contract Year. The Index Credit in any Contract Year will never be less than zero.

**Index Credit Factor** is the percentage multiplied by the current Account Accumulation Value at the end of a Contract Year to determine Index Credits. The formula for the Index Credit Factor is on the following page.

**Index Increase** means the percentage excess of the end-of-year Index Number over the beginning-of-year Index Number. Year refers to Contract Year.

**Index Number** means the published value of the Index. The Index Number on any specified date is the closing value on the previous trading day associated with the Index. If the Index Number is not published on any day for which a calculation is made, the first preceding published Index Number will be used. The Initial Premium amount plus any Premium Bonus allocated to this Account will be assigned an Initial Index Number which is shown on the Specification section of this Endorsement.

Participation Rate is the percentage of the Index Increase which will be recognized in calculating the Index Value. The Participation Rate is declared at issue and guaranteed for one year. The Participation Rate for future durations will be declared on each Contract Anniversary and is guaranteed for the following Contract Year. The minimum Participation Rate is shown on Specification section of this Endorsement.

#### **ACCOUNT VALUES**

#### **Account Accumulation Value**

Account Accumulation Value is calculated as follows:

- On the Contract Date, the Account Accumulation Value equals the Initial Premium Paid and any Premium Bonus allocated to this Account.
- 2. On each Contract Anniversary, your Account Accumulation Value equals:
  - (a) The Account Accumulation Value on the last Contract Anniversary; less

- (b) Adjustments for any Partial Surrenders from the Account during the Contract Year; plus
- (c) The Index Credit; plus (minus)
- (d) Any transfers into (out) of the Account.
- 3. On any other date, the Account Accumulation Value equals:
  - (a) The Account Accumulation Value on the last Contract Anniversary (which has been adjusted for any transfers into or out of the Account on the last Contract Anniversary); less
  - (b) Adjustments for any Partial Surrenders from the Account during the Contract Year.

#### **Index Credit Methodology**

The Index Credit is equal to:

- (a) The Account Accumulation Value on the last Contract Anniversary; less
- (b) Adjustments for any Partial Surrenders from the Account during the Contract Year; multiplied by
- (c) The Index Credit Factor.

The Index Credit Factor is equal to:

- (a) The Index Number for the current Contract Anniversary Date, minus the Index Number on the last Contract Anniversary; divided by
- (b) The Index Number on the last Contract Anniversary date; multiplied by
- (c) The Participation Rate; but not less than
- (d) Zero.

The Index Credit Factor uses the Participation Rate applicable for the 1-Year Point-to-Point Participation Index Account.

#### **GENERAL PROVISIONS**

This Endorsement terminates upon termination of the Contract to which it is attached.

We may elect to terminate this Endorsement at any time by sending you a written notice stating the effective date of termination to your last known address. Such notice will be sent at least 60 days in advance of the effective date of this Endorsement's termination. On and after the effective date of the termination, you will not be allowed to transfer amounts to this account. We reserve the right to move values from this account to the Fixed Account as of the effective date of termination.

Vice President

7100 Westown Pkwy, Suite 200, West Des Moines, Iowa 50266-2521

#### 1-YEAR POINT-TO-POINT PARTICIPATION INDEX ACCOUNT

This Endorsement is attached to and becomes part of the Contract. This Endorsement adds a 1-Year Point-to-Point Participation Index Account to your Contract.

This Endorsement is subject to all of the provisions of the Contract, except as otherwise stated herein. If any provisions of the Contract conflict with the Endorsement, the provisions of the Endorsement will apply.

#### **ACCOUNT SPECIFICATIONS**

**Contract Form Number:** ICC12-ET-EIA-2000(01-12)

Contract Number: [EQ0001123456F]

Premium Allocation (%): <<VARIABLE ITEM>>

Premium Allocation (\$) <<VARIABLE ITEM

Account Charge: 1.00%

Initial Participation Rate: <<VARIABLE INDIA

Minimum Participation Rate: <</a>

Index: S&P MARC 5% Excess Return Index

Initial Index Number: <<VANIABLE ITEM>>

The Participation Rate is guaranteed for one Contract Year.

The "S&P Multi-Asset Risk Control 5% Excess Return Index" and "S&P 500®" Indices ("Indices") are products of S&P Dow Jones Indices LLC or its affiliates ("SPDJI") and have been licensed for use by EquiTrust ("the Company"). Standard & Poor's® and S&P® are registered trademarks of Standard & Poor's Financial Services LLC ("S&P"); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC ("Dow Jones"); and these trademarks have been licensed for use by SPDJI and sublicensed for certain purposes by the Company. The products are not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, or their respective affiliates and none of such parties make any representation regarding the advisability of investing in such product(s) nor do they have any liability for any errors, omissions, or interruptions of the Indices.

#### **ALLOCATIONS AND TRANSFERS**

You may transfer amounts in your accounts on each Contract Anniversary by sending a written request, on a form acceptable to us, to our Executive Office.

Transfers out of an Account into the Fixed Account and/or Index Account are allowed on each Account Accumulation Date, which is every Contract Anniversary after the Premium or Transfer Amount is received into the applicable Account.

A transfer will be effective on the Account Accumulation Date next following receipt of the request. All requests are subject to the following:

- Your written request for transfer is received at least five business days prior to the next Account Accumulation Date;
- b. the amount transferred is not less than \$2,000; and
- c. any remaining Account Accumulation Value after a transfer is not less than \$2,000.

Subject to the terms of the Contract, we may cease to accept new Premiums/Transfer amounts to a specific Account(s) at any time. Any new Premium/Transfer Amounts accepted are subject to the terms and conditions in existence for any Account(s) available at that time. We reserve the right to move values from this account to the Fixed Account on the Account Accumulation Date.

#### **DEFINITIONS**

**Account Accumulation Date** means the date on which the Account Accumulation Value was last calculated. The initial Account Accumulation Date is the Contract Date and is the Contract Anniversary each year thereafter.

**Account Charge** means the annual charge for this account, which is deducted from the Account Accumulation Value.

**Index** means the measure used for determining the Index Number. If the Index is discontinued or if the calculation of the Index is substantially changed, we will substitute a comparable Index, subject to approval by the Interstate Product Regulation Commission (IIPRC). Prior to the use of a substitute Index, we will notify the Owner and any assignee in writing. The Index for this Account is shown on the Specification section of this Endorsement

**Index Credit** is the amount, if any, added to the Account Accumulation Value at the end of each Contract Year. The Index Credit in any Contract Year will never be less than zero.

**Index Credit Factor** is the percentage multiplied by the current Account Accumulation Value at the end of a Contract Year to determine Index Credits. The formula for the Index Credit Factor is on the following page.

**Index Increase** means the percentage excess of the end-of-year Index Number over the beginning-of-year Index Number. Year refers to Contract Year.

**Index Number** means the published value of the Index. The Index Number on any specified date is the closing value on the previous trading day associated with the Index. If the Index Number is not published on any day for which a calculation is made, the first preceding published Index Number will be used. The Initial Premium amount plus any Premium Bonus allocated to this Account will be assigned an Initial Index Number which is shown on the Specification section of this Endorsement.

**Participation Rate** is the percentage of the Index Increase which will be recognized in calculating the Index Value. The Participation Rate is declared at issue and guaranteed for one year. The Participation Rate for future durations will be declared on each Contract Anniversary and is guaranteed for the following Contract Year. The minimum Participation Rate is shown on Specification section of this Endorsement.

#### **ACCOUNT VALUES**

#### **Account Accumulation Value**

Account Accumulation Value is calculated as follows:

- 1. On the Contract Date, the Account Accumulation Value equals the Initial Premium Paid and any Premium Bonus allocated to this Account.
- 2. On each Contract Anniversary, your Account Accumulation Value equals:
  - (a) The Account Accumulation Value on the last Contract Anniversary; less
  - (b) Adjustments for any Partial Surrenders from the Account during the Contract Year; plus
  - (c) The Index Credit; minus
  - (d) The Account Charge amount; plus (minus)
  - (e) Any transfers into (out) of the Account.
- 3. On any other date, the Account Accumulation Value equals:
  - (a) The Account Accumulation Value on the last Contract Anniversary (which has been adjusted for any transfers into or out of the Account on the last Contract Anniversary); less
  - (b) Adjustments for any Partial Surrenders from the Account during the Contract Year.

#### **Account Charge**

The Account Charge will be deducted automatically from the Account Accumulation Value on the initial Account Accumulation Date and each subsequent Account Accumulation Date, as long as the Account Accumulation Value is greater than zero.

The Account Charge amount will be calculated as:

- (a) The Account Charge as found in the Account Specifications, multiplied by
- (b) The Account Accumulation Value as of the Account Accumulation Date.

The Account fee is not considered a Partial Surrender under the Contract.

#### **Index Credit Methodology**

The Index Credit is equal to:

- (a) The Account Accumulation Value on the last Contract Anniversary; less
- (b) Adjustments for any Partial Surrenders from the Account during the Contract Year; multiplied by
- (c) The Index Credit Factor.

The Index Credit Factor is equal to:

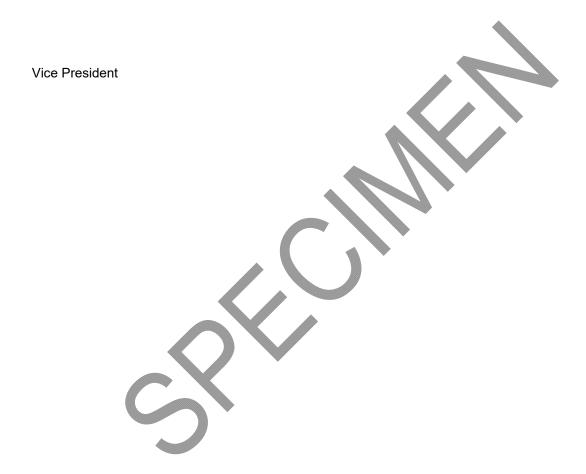
- (a) The Index Number for the current Contract Anniversary Date, minus the Index Number on the last Contract Anniversary; divided by
- (b) The Index Number on the last Contract Anniversary date; multiplied by
- (c) The Participation Rate; but not less than
- (d) Zero.

The Index Credit Factor uses the Participation Rate applicable for the 1-Year Point-to-Point Participation Index Account.

#### **GENERAL PROVISIONS**

This Endorsement terminates upon termination of the Contract to which it is attached.

We may elect to terminate this Endorsement at any time by sending you a written notice stating the effective date of termination to your last known address. Such notice will be sent at least 60 days in advance of the effective date of this Endorsement's termination. On and after the effective date of the termination, you will not be allowed to transfer amounts to this account. We reserve the right to move values from this account to the Fixed Account as of the effective date of termination.



7100 Westown Parkway Suite 200, West Des Moines, Iowa 50266-2521

#### **Nursing Home Waiver**

This rider is a part of the Contract to which it is attached.

#### **Section 1 - Contract Modifications**

The Contract is modified to add the provisions of this rider. All provisions of the Contract not in conflict with this rider will apply to this rider. In the event of a conflict between the provisions of the Contract and this rider, the provisions of this rider will prevail.

#### Section 2 - Specifications

CONTRACT FORM NUMBER: ICC12-ET-EIA-2000(01-12)

CONTRACT NUMBER: {EQ0001123456F}

OWNER {,JOINT OWNER}: {John Doe} {,Jane Doe}

OWNER AGE {,JOINT OWNER AGE}:

OWNER SEX {,JOINT OWNER SEX}: {Male} {,Female}

BENEFIT ELIGIBILITY DATE:

#### Section 3 – Definitions

#### 3.1 Nursing Care Center means a nursing care center that:

- is licensed to operate according to the laws of its location;
- provides skilled nursing care and/or 24-hour nursing care by or under the supervision of a licensed physician, licensed registered nurse or a licensed practical nurse;
- keeps a daily medical record of each patient.

#### Nursing Care Center does not include:

- home for the aged, community living centers, or places that primarily provide domiciliary, residency or retirement care; or
- places owned or operated by a member of the Owner's immediate family.

#### 3.2 Hospital means a center:

- that operates for the care and treatment of sick or injured persons as inpatients;
- that provides 24-hour nursing care by, or supervised by, a registered nurse;
- that is supervised by a staff of licensed physicians; and
- that has medical, diagnostic, and may include major surgery capabilities or access to such capabilities.

#### Section 4 - Waiver of Surrender Charge

#### 4.1 Waiver of Surrender Charge

After the Benefit Eligibility Date shown in the Specifications section of this Rider, you may take a partial withdrawal or a full surrender without incurring a Surrender Charge or Market Value Adjustment if you become eligible for waiver of the Surrender Charge. You become eligible for waiver of Surrender Charge when you are confined in a Hospital or Nursing Care Center for at least 90 consecutive days. You remain eligible for waiver for the period you remain confined.

The waiver of the Surrender Charge is subject to the following rules:

- We must receive a written request on a form acceptable to us and signed by you;
- The Contract must be in force:
- Proof must be provided of your eligibility for waiver of Surrender Charge, including an attending
  physician's statement and any other proof we may require. We reserve the right to seek a
  second medical opinion or have a medical examination performed at our expense by a physician
  we choose and the second Physician's statement will be deemed conclusive; and
- This benefit is not available during the first year following any change in ownership of the Contract.

#### 4.2 Ownership by Trust, Corporation, Partnership, Association or Like Entity

If this Contract is owned by a trust, corporation, partnership, association or other like entity, the Annuitant is considered the Owner when determining eligibility for waiver of Surrender Charges.

If you are not eligible for the waiver, the surrender proceeds shall not be disbursed until the Owner is notified of the denial and provided with the opportunity to accept or reject the surrender proceeds, including any surrender charges.

Section 5 – Effective Date			
The effective date of this rider will be the Contract Date.	This rider may be added only at Contract issue.		
Section 6 – Ter	mination		
The rider will terminate:  • Upon written request from the Owner;  • Upon termination of the Contract to which this rid  Termination shall not prejudice the waiver of any surrence			
Section 7 – Ride	er Charge		
There is no charge for this rider.			
Vice President	Secretary		

West Des Moines, Iowa 50266

#### Market Value Adjustment Rider

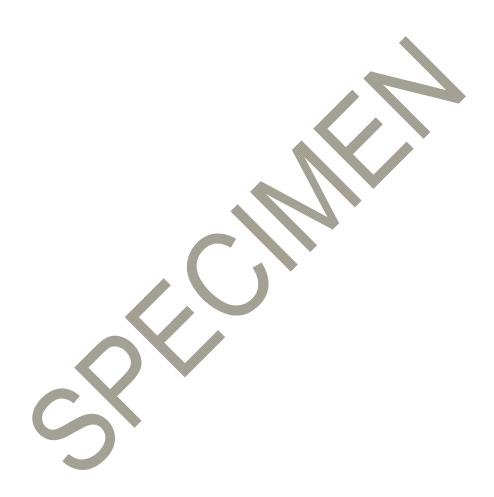
This Rider is attached to and made part of the Contract to which it is attached. If any provisions of the Contract conflict with the Rider, the provisions of the Rider will apply.

Cash Surrender Values and Partial Surrender Amounts may increase or decrease based on the Market Value Adjustment (MVA) features of this Contract. The MVA can be positive or negative.

In no case will the MVA cause the Cash Surrender Value to be greater than the Accumulation Value or less than the Minimum Guaranteed Contract Value.



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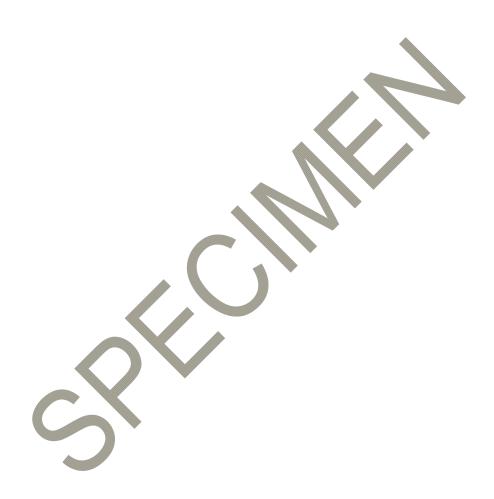
#### MARKET VALUE ADJUSTMENT RIDER DATA PAGE

CONTRACT FORM NUMBER: ICC12-ET-EIA-2000(01-12)

CONTRACT NUMBER: {EQ12345678F}

MVA DURATION: 10 YEARS

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The section of your Contract titled "Cash Surrender Value" is deleted in its entirety and replaced with:

**Cash Surrender Value** - At any time on or prior to the Income Date, you may ask, in a form acceptable to us, to receive the Contract's full Cash Surrender Value in a single sum. The Cash Surrender Value of this Contract equals the greater of: (a) the Minimum Guaranteed Contract Value; or (b) the Accumulation Value less a Surrender Charge in effect at the time of surrender, plus the Market Value Adjustment described in this Rider.

In no event will the Cash Surrender Value be less than the Minimum Guaranteed Contract Value. Upon full Cash Surrender, this Contract will cease to have any further value.

The Market Value Adjustment is calculated by multiplying the MVA Factor by the amount withdrawn or surrendered (after reduction for any Surrender Charges). The MVA Factor is equal to:

$$1.00 \times (s - c) \times (n / 12)$$

Where:

s = the MVA Rate on the Effective Date

c = the MVA Rate at the time of partial withdrawal or surrender

n = the number of complete months until the end of the MVA Duration.

The MVA Rates are based on Moody's Bond Indices – Corporate Average. If this index is no longer published, We will use a substantially similar index. If required, any change in the index used will be filed with the proper regulatory authority for prior approval.

Cash Surrender Values may increase or decrease based on the Market Value Adjustment (MVA) features of this Contract. The MVA can be positive or negative. Upon full Cash Surrender, the MVA, either positive or negative, will be limited to an amount equal to the Accumulation Value, less the Surrender Charge, less the Minimum Guaranteed Contract Value. In no case will the MVA cause the Cash Surrender Value to be greater than the Accumulation Value or less than the Minimum Guaranteed Contract Value.

The section of your Contract titled "Partial Surrender" is deleted in its entirety and replaced with:

**Partial Surrender –** You may make a Partial Surrender at any time prior to the Income Date by giving notice to Us. You may make a Partial Surrender up to the Penalty Free Partial Surrender Amount without a Surrender Charge or Market Value Adjustment. Any portion of the Partial Surrender that exceeds the Penalty Free Partial Surrender Amount may be subject to Surrender Charge and Market Value Adjustment.

Partial Surrenders may be taken through a single withdrawal or multiple withdrawals.

The amount withdrawn at any one time must be at least \$250. If the Cash Surrender Value after a Partial Surrender is less than \$2,000, We reserve the right to pay the remaining Cash Surrender Value to You as a full surrender.

#### **Annual Statement of Values**

The annual statement of values will contain:

- (a) An indication that the Cash Surrender Value is prior to the application of any Market Value Adjustment formula; and
- (b) The Market Value Adjustment Amount

**Rider Termination** – The Rider automatically terminates upon termination of the base Contract to which this Rider is attached.



Vice President

## West Des Moines, Iowa 50266

#### **Terminal Illness Rider**

This rider is attached to and made part of the Contract to which it is attached. If any provisions of the Contract conflict with the Rider, the provisions of the Rider will apply.

Benefits provided under the terms and conditions of this Rider are described on the following pages.

#### **RIDER SPECIFICATIONS**

CONTRACT NUMBER: {EQ0001123456F}

RIDER EFFECTIVE DATE: <<

TERMINAL ILLNESS PERIOD: 12 MONTHS

TERMINAL ILLNESS WITHDRAWAL PERCENTAGE: 75%

TERMINAL ILLNESS WAITING PERIOD: 1 YEAR

#### 1. GENERAL DEFINITIONS

Contract means the Contract to which this Rider is attached.

Rider means this Terminal Illness Rider, in its entirety, which is attached to the Contract.

**Physician** means a licensed and qualified medical doctor, practicing within the scope of that license, who is not a member of Your immediate family.

**Terminally III** means an individual who has been certified by a Physician as having an illness or physical condition which can reasonably be expected to result in death within the Terminal Illness Period, after the date of certification.

#### 2. BENEFIT PROVISIONS

#### 2.1 Payment of Benefits

Benefits are not payable under this Rider until after the Terminal Illness Waiting Period, starting on the Rider Effective Date. You will receive the Terminal Illness Benefit as a one-time lump sum payment.

If the Contract is owned by a trust, corporation, partnership, association or other entity, the Annuitant is considered the Owner when determining eligibility for payments under this Rider.

#### 2.2 Terminal Illness Benefit

If You qualify for benefits under the definition of Terminally III, You may take a Penalty Free Withdrawal up to an amount equal to the Terminal Illness Withdrawal Percentage multiplied by the Accumulation Value. If You elect to take 100% of the Accumulation Value under this provision, the Contract will terminate after the benefit has been paid.

If there are Joint Owners, the benefits under this Rider may only be elected once if either Joint Owner become Terminally III.

#### 2.3 Benefit Election

To elect a benefit under this Rider:

- You must request payment of the Rider benefit during Your lifetime in a written form; and
- You must submit to us written proof that You qualify for the Rider benefit.

You may only elect to receive benefits under this Rider once.

At our expense, we may require an examination of You by a second Physician to verify any diagnosis or certification made by the initial Physician. The second Physician may be chosen by Us. If the opinion of the second Physician is different than the opinion of the initial Physician, the opinion of the second Physician will rule.

If You are required by a government agency to use this Rider benefit in order to apply for, obtain, or keep a government benefit or entitlement, then You are not eligible to elect the benefit provided by this Rider.

If any Owner dies before We make any payment under the terms of this Rider, We will consider the election to be null and void. We will pay the Beneficiary the Death Benefit as provided in the Contract when We receive due proof of death.

Once a Terminal Illness payment has been paid, the election cannot by revoked. A payment under this Rider is considered made when sent from our Executive Office.

If the payment of the Rider benefit is denied by Us, the surrender proceeds shall not be disbursed until You are notified of the denial and are provided with the opportunity to accept or reject the surrender proceeds, including any surrender charges or Market Value Adjustment.

#### 3. RIDER TERMINATION

The Rider automatically terminates in the event of the following:

- Upon written request from the Owner;
- The Base Contract terminates;
- The Death Benefit of the Contract has been paid; or
- You elect to take a one-time benefit under this Rider.

Termination of the waiver benefit shall not prejudice the waiver of any surrender charges when the waiver benefit was in force.

Vice President	



# FLEXIBLE PREMIUM FIXED DEFERRED ANNUITY CONTRACT WITH INDEX-LINKED CREDITING OPTIONS

**Contract features include:** 

- Annuity benefit payable at Income Date
- Death benefit payable in event of the Owner's death prior to Income Date
- Dividends are not paid (Nonparticipating)

While Contract values may be affected by an external index, the Contract does not directly participate in any stock, bond or equity investments. The initial interest rate in any fixed rate account is guaranteed for a limited period of time.

After the first Contract Year, Partial Surrenders of up to 10% of the Contract's Accumulation Value as of the last Contract Anniversary may be made without a Surrender Charge.

ICC12-ET-EIA-2000(01-12)