

Department of Consumer & Business Services
Oregon Insurance Division – 5
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**STANDARDS FOR PRIOR APPROVAL
INDIVIDUAL VARIABLE ANNUITIES
(WITH OR WITHOUT FIXED ACCOUNTS)**
ORS 742.003(1)

This checklist must be submitted with your filing in compliance with OAR 836-010-0011(2). This list includes the national standards, relevant statutes, rules, and other documented positions to enforce ORS 731.016. The standards are summaries and review of the entire statute or rule may be necessary. Complete each item to confirm that diligent consideration has been given to each and is certified by the signature on the certificate of compliance form. “Not applicable” can be used only if the item does not apply to the coverage being filed. Any line left blank will cause this filing to be considered incomplete. Not including required information or contract provisions may result in disapproval of the filing. *(If submitting your filings electronically, bookmark the provision(s) in the form(s) that satisfy the requirement and identify the page/paragraph.)*

NOTE: Oregon statutes describe annuities as policies, and the national standards use “contract.” All references to contract are subject to “policy” statutory references. Bold headings under the description indicate-interstate compact headings.

Insuring company name:

Date:

TOI (type of insurance): A03I Individual annuities - Deferred variable
 A07I Individual annuities - Special
 A02.II Individual annuities - Deferred variable and non-variable

Types of coverage:

<input type="checkbox"/> A03I.001/A02.II.001 Fixed premium	<input type="checkbox"/> A07I.001 Equity indexed (attach supplement A, form 440-2454e)
<input type="checkbox"/> A03I.002/A02.II.002 Flexible premium	<input type="checkbox"/> A07I.002 Modified guaranteed
<input type="checkbox"/> A03I.003/A02.II.003 Single premium	<input type="checkbox"/> A10.000 Other
<input type="checkbox"/> A03I.004/A02.II.004 Modified single premium	(two-tiered secondary guarantee, attach supplement A)
<input type="checkbox"/> A03I.005/A02.II.005 Limited flexible premium	

Types of features *(provide explanation on checked items in transmittal description)*:

<input type="checkbox"/> guaranteed interest periods	<input type="checkbox"/> guaranteed enhanced benefits	<input type="checkbox"/> fixed account based on 5-year CMT rate
<input type="checkbox"/> bonus of any kind	<input type="checkbox"/> tiered crediting	<input type="checkbox"/> fixed account based on prior nonforfeiture law
<input type="checkbox"/> systematic withdrawal	<input type="checkbox"/> dollar-cost averaging	<input type="checkbox"/> market value adjustment

Review requirements	Reference	Description of review standards requirements	Location of standard in filing (or check the box)	
GENERAL REQUIREMENTS (FOR ALL FILINGS)				
Product Locator		Were the forms in your filing developed with the NAIC Product Locator, Oregon information? (<i>The requirements on this document are substantially the same as those on the Product Locator for consistency in drafting and meeting these filing requirements.</i>)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Submission package requirements	OAR 836-010-0011 As required on SERFF or our Web site	<p>Required forms are located on SERFF or on our Web site: www.oregoninsurance.org/docs/serff/filing_requirements.htm. These must be submitted with your filing for it to be accepted as complete:</p> <ol style="list-style-type: none"> 1. NAIC transmittal form. 2. Filing description on transmittal form (cover letter). 3. Third-party filer's letter of authorization. 4. Certificate of compliance form signed by authorized person. 5. Readability certification. 6. Product standards for forms (this document). 7. If filing a rider, endorsement, or amendment, include the information listed in the guidelines from form 440-3602. 8. Statement of variability (see description under variable text). 9. Actuarial memorandum for individual contracts with an overview of the contents of the filing and the reasons and procedures used to demonstrate compliance. (See rate requirements.) 10. Forms filed for approval. (If filing revised forms, include a highlighted copy of the revised form to identify the modification, revision, or replacement language.) 11. For mailed filings, submit two sets of the complete filing and one self-addressed stamped envelope large enough to return approved forms. 	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
	Filing description on transmittal form	<p>The filing description (cover letter) includes the following:</p> <ol style="list-style-type: none"> 1. Changes made to prior approved forms or variations from other approved forms. 2. Summary of the differences between prior approved like forms and the new form. 3. Application form number(s) that have been approved and the approval date(s), if not part of this filing. 4. Description of the target market, e.g., qualified, non-qualified, broker-dealer, financial institution, Internet, etc. 5. A statement that the contract is a security subject to federal jurisdiction. 	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>

Review request	ORS 742.003(1), OAR 836-010- 0011(3)	The following are submitted in this filing for review: 1. New contract and/or certificate. 2. Revision or amendment of an approved form. 3. New plan options for a previously approved contract. <i>(Include new specification page for each plan, with a separate form number or revision date. List the revised contract number on the transmittal form.)</i>	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
Advertisements	ORS 742.009	Advertisements for this contract do not include features or a bonus that is not filed and approved in the contract. <i>(See standards for advertisements on our Web site and instructions for self-certification.)</i>		
	ORS 746.035	All bonuses are guaranteed as part of the contract; bonuses not filed and approved cannot be advertised.		
Applicability	ORS 743.284(3)	Nonforfeiture. If the contract does not provide any cash surrender benefits or death benefits prior to annuitization, the filing description identifies the appropriate market and need for this type of product. A prominent statement to that effect is included on the cover page.	Confirm <input type="checkbox"/>	N/A <input type="checkbox"/>
	ORS 731.296, 742.023	Surrenders. If the contract provides a benefit waiving surrender charges contingent on a declared interest rate, the company certifies that the owner will be notified within 30 days when the declared interest rate declines to a point at which benefit is available. Contract owner is given at least 60 days to exercise the option.	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
	ORS 743.278(1)(b)	Surrenders. If the contract allows for deferral up to six months of any cash value, withdrawal, or loan value, the company will make a written request at the time the company wishes to exercise a deferral and written approval is received from the insurance division prior to the company exercising any contractual right to defer the payment. The insurance division will accept an approval by the chief insurance regulator of the company's state of domicile.	Confirm <input type="checkbox"/>	
Applications	Form 440-2442, ORS 743.027	1. If filing includes an application form that asks medical questions, the product <i>Standard for Life, AD&D, and Annuity Applications</i> , 440-2442, is included. 2. If the contract issued requires consent, the consent form is made a part of the application and is included.	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
	ORS 731.296	If separate accounts available at issue under the contract are described in a prior approved application form, a copy of the application form is included for information.	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
	ORS 742.016	The application and contract do not reference the prospectus as part of the contractual agreement nor does the application reference fees or details in the prospectus not in the contract that would serve to control the contract.	Confirm <input type="checkbox"/>	

Assumption Certificates	Form 440-3637	See standards for <i>Changes to Business Operations that Require a Filing</i> , form 440-3637		
Clarity/legibility/readability	ORS 742.005(2)	Forms are clear and understandable in their presentation of premiums, labels, description of contents, title, headings, backing, and other indications (including restrictions) in the provisions. The information is clear and understandable to the consumer and is not unintelligible, uncertain, ambiguous, abstruse, or likely to mislead.	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
	ORS 743.104(1)(a)	Contract qualifies for a readability exemption. The filing includes a statement that the contract is subject to federal jurisdiction and meets requirements for exemption under ORS 743.104(1)(a).	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
Combination plans	ORS 731.170, 742.041(5)	Endorsement for classes of coverage not authorized under ORS 742.041(5) are acceptable only when such endorsements meet the definition of “every insurance appertaining” to the annuity coverage. An endorsement meets the definition if it does not provide for additional coverage amounts and if provided at no charge, i.e., waiver of premium for involuntary unemployment.	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
Credibility	ORS 742.005(2)	Fairness. The contract does not contain inconsistent, ambiguous, or misleading clauses or exceptions and conditions that unreasonably affect the risk purported to be assumed in the general coverage of the contract.	Confirm <input type="checkbox"/>	
	ORS 731.260	The actuarial memorandum and demonstration are consistent with the contract, and demonstrations illustrate the John Doe form.	Confirm <input type="checkbox"/>	
Discrimination	ORS 746.015, OAR 836-080-0050, 0055	A statement is included in the filing that no assumptions or provisions unfairly discriminate in availability, rates, benefits, or any other way for prospective insureds of the same class, equal expectation of life, and degree of risk or hazard. (<i>For example, sources of funds going into the contract and funds being withdrawn are treated alike.</i>)	Yes <input type="checkbox"/>	
Form numbers	ORS 742.003(1)	The contract and certificate are filed under one form number and the form provides core coverage with all basic requirements. Basic contract requirements are not bracketed unless an alternative selection is included. Optional benefits to the contract owner are filed under separate form numbers. (See guidelines on our Web site: www.oregoninsurance.org/docs/healthun/health6.htm .)	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>

Insurable interest	ORS 743.024, 743.027, 743.030	<p>1. This policy provides benefit payments to the insured, insured's personal beneficiary, or the insured's estate.</p> <p>2. If a consent form is required, an explanation is included as to how the policy will meet the insurable interest and consent requirements in ORS 743.024 and 743.027.</p> <p>3. The consent form is limited to providing information regarding the coverage and requesting consent. A copy of the consent form is included with this filing.</p>	<p>Yes <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>
Non-English contract	ORS 743.106, 743.104(2)	If filing includes forms in a language other than English, readability requirements do not apply if the forms are direct translations of approved contracts that meet product standards. Filing includes certification that it is a direct translation of an approved form.	<p>Yes <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>
Table of content	ORS 743.106(1)(d), 743.103	Contract contains a table of contents or index of the principal sections, if longer than three pages or 3,000 words.	<p>Yes <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>
Unilateral amendments	ORS 742.003(1)	The contract does not provide for unilateral changes that reduce or eliminate benefits or coverage or impair or invalidate any right granted to the contract owner under the contract. Amendments, riders or endorsements that change contract provisions are filed to enhance benefits or contract provisions or to add tax qualified requirements.	<p>Yes <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>
		The guaranteed annuity purchase rates available under the contract apply to fixed and separate account premiums paid and interest or investment earnings on those premiums, whether allocated to the fixed account or any separate account.	<p>Yes <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>
Variable text	ORS 742.023, 742.003(1), 742.005(2)	The company identifies items considered variable only on the specification page. Such items are bracketed or otherwise marked to denote variability. The submission includes a statement of variability that discusses the conditions under which each variable item may change and the relationship between the items. (<i>Only the contract owner information and options, current initial declared rates, and sub-accounts may be bracketed as variable and changed in accordance with state regulations.</i>)	<p>Confirm <input type="checkbox"/></p>
		Any change or modification is limited to new issues of the contract and does not apply to in-force contracts.	<p>Confirm <input type="checkbox"/></p>
		All contract provisions are guaranteed, key terms defined, and all rights to make changes include the specific circumstances and extent of the reserved right with timely notice to the contract owner. (<i>Open-ended provisions do not meet the requirements of ORS 742.005(2) and 742.023(1)(f) and changes require prior approval under ORS 742.003(1).</i>)	<p>Confirm <input type="checkbox"/></p>

Variable text, continued	ORS 742.023, 742.003(1), 742.005(2)	The following items are not bracketed and will only be changed upon prior approval. The change shall be submitted in a replacement page or a new contract: (a) Non CMT guaranteed minimum interest rates (b) Redetermination period for CMT rates (c) Guaranteed maximum expense charges (d) Guaranteed surrender charges (e) Guaranteed maximum partial withdrawal charges (f) Guaranteed annuity purchase rates (g) Valuation periods (h) Death benefit available under the contract (i) Minimum premium amounts for any contract with a flat contract fee (j) Any other item that may affect the derivation of and compliance of contract values with any required minimum nonforfeiture values.	Confirm <input type="checkbox"/>
	ORS 742.023, 742.003(1)	The filing identifies ranges for specific items that may be changed without prior notice or approval, and includes a statement of variability that presents reasonable and realistic ranges for the item. Items that may be filed with ranges include current interest rate guarantee periods (except for redetermination periods for CMT), bonuses, persistency of anniversary interest rates or credits, tiering levels, expense charges, minimum premium limits, maximum premium limits, minimum withdrawal amounts, minimum loan amounts, amounts available for any penalty free withdrawals, charges for supplemental benefits and options, any ages assumed in the calculations of benefits and options, and the number of separate accounts available for allocation. A zero entry in a range of values on the specifications page for current tiering levels, expense charges, or other fees applicable under the contract is acceptable. A zero entry in a range of values on the specifications page for any benefit or credit provided for in the language of the contract is unacceptable. Any change to a range requires a refiling for prior approval and accompanied by a demonstration, if applicable, signed by a member of the American Academy of Actuaries, that the contract continues to comply with the NAIC Variable Annuity Regulations, Model 250.	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
		Items such as the company phone number, address, officer titles, and signatures of officers located in other areas of the contract are denoted as variable and may be changed without notice or prior approval.	Confirm <input type="checkbox"/>

Variable text, continued	ORS 733.220(6)	Items such as the separate account and funds available under the contract may be identified as variable. They may be changed without notice or prior approval only if the new account does not significantly alter the underlying structure of the contract and complies with ORS 733.220(6). The statement on variability includes a statement to that effect. <i>(An example of an unacceptable change would be the introduction of a separate account or fund with investment performance guarantees.)</i>	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
GENERAL FORM REQUIREMENTS				
Cover page	ORS 743.198, 743.245, 742.023(1)(d) and (f), 743.106(1)(d)	<ol style="list-style-type: none"> 1. The full corporate name of the insuring company appears prominently on the first page of the contract. 2. A marketing name or company logo, if used on the contract, does not mislead as to the identity of the insuring company. Contract title and subtitles are generic and clearly describe the guaranteed elements; contract title contains no marketing or agency/broker names. 3. The insuring company's address, consisting of at least a city and state, appears on the first page of the contract. 4. The signatures of at least two company officers appear on the first page of the contract. 5. The individual contract or certificate includes a right-to-examine provision that appears on the cover page of the contract or certificate. Replacement contracts provide at least a 30-day free-look period. OAR 836-080-0029(1)(d). 6. A form-identification number appears in the lower left-hand corner of the forms. The form number is adequate to distinguish the form from all others used by the company. 7. The contract contains a brief caption that appears prominently on the cover page and describes the type of benefits. 8. The face page and application include a statement in prominent print to the effect that contract values based on the separate account assets are not guaranteed and will decrease or increase with investment experience. 	Yes <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Specification page	ORS 742.023	The specification page of the contract is completed with hypothetical data that is realistic and consistent with the other documents for the contract and supporting actuarial memorandum.	Confirm <input type="checkbox"/>	
		The specification page includes the maturity or annuity payment date.	Confirm <input type="checkbox"/>	

Specification page, continued	ORS 742.023	Contract guaranteed interest rates and nonforfeiture interest rates are disclosed according to the method selected under the Nonforfeiture Values section of this document.	Confirm <input type="checkbox"/>
	ORS 742.023, 743.153, 743.156	All charges and fees are disclosed on the specification page. Current charges and fees disclose maximum charges and fees in proximity. All charges used in the determination of account values, cash surrender values, annuity values and death benefit are disclosed.	Confirm <input type="checkbox"/>
	ORS 743.245	The contract specification page, application, or endorsement identifies the separate accounts under the contract for selection.	Confirm <input type="checkbox"/>
	ORS 742.003(1), 742.023	The surrender charge scale filed for the contract is disclosed on the specification page along with any additional reduction by a market-value adjustment. Any changes to surrender charges are filed for approval.	Confirm <input type="checkbox"/>
	ORS 743.156	The specification pages state any minimum contract premium requirements. Contract premiums are disclosed for each benefit, and contract fees and charges are disclosed separately on the specifications pages.	Confirm <input type="checkbox"/>
	ORS 742.023	A cash value table is not required. However, if the contract contains a fixed account cash value table based on the net premium (gross premium minus contract charges), both the gross and the net premiums are included in the table and the table is labeled as applying to fixed accounts only. The table discloses guaranteed values at least equal to the minimum nonforfeiture values.	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
	ORS 746.035	Any initial interest bonus included in the contract is disclosed separately on the specifications page and includes a statement that the offer is an inducement to purchase.	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
	ORS 742.023	Term periods that guarantee the initial interest rate longer than one year are disclosed on the specifications page and available term periods are stated on the application for selection. If term periods are not renewable, the initial term period clearly discloses the limited offer and explains it in the contract (see Guarantees section).	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
CONTRACT PROVISIONS			Page/paragraph
Account value (see also section under Guarantees)	ORS 742.023, 733.220	Separate accounts 1. The contract explains the allocation to subaccounts and any restrictions (e.g., transfers between/among subaccounts and between/among fixed accounts). 2. The contract identifies or describes the separate accounts available under the contract.	

Account value, continued	ORS 742.023, 733.220	<p>Separate account, continued</p> <ol style="list-style-type: none"> 3. The contract contains a provision stating that the portion of assets of the separate account equal to the reserves and other contract liabilities with respect to the account must not be charged with liabilities arising out of any other business the company may conduct. 4. The contract provides that income, gains, and losses, whether or not realized from assets allocated to a separate account, is credited to or charged against such account without regard to other income, gains, or losses of the company. 5. The contract specifies the dates on which the assets of the separate account will be valued and provides that assets allocated to a separate account valued at their market value on those dates. If there is no readily available market for assets in the separate account, the contract specifies how the assets would be valued. (See claim payment section.) 6. An account that requires participation in an asset-allocation model indicates, in the contract and/or the application, the asset-allocation models available. The name of the asset allocation model is stated; if the name does not indicate the risk level, that information is included in the contract, the application, or both. 	
	ORS 742.023, 743.153	<p>The contract defines and describes the method of calculating all values and benefits provided under the contract including, but not limited to, values payable upon death, surrender of the contract for cash, partial surrender, and election of an income option. The contract also includes a complete description of all fees, charges, and credits used to determine these values.</p>	
	ORS 742.023, 743.281, 743.293	<p>Dollar cost averaging. An account for dollar cost averaging may be part of a policy or a rider or endorsement. This benefit is subject to minimum nonforfeiture values if the term period for holding funds exceeds one year. Indicate compliance with the following:</p> <ol style="list-style-type: none"> 1. If term periods do not exceed one year per premium payment, interest rates are determined as: <ol style="list-style-type: none"> (a) set at issue and does not change for the duration of the contract. (b) redetermined at stated intervals, but guaranteed not to be less than one percent. 2. Term periods exceeding one year per premium payment, the account value complies with nonforfeiture minimum values. This filing includes the nonforfeiture requirements for fixed accounts as stated under the Contract Provision section and the Rate Requirement section of form 440-2454x for Variable Annuities. 	

Account value, continued	ORS 742.023, 743.278(1)(c), (d), 743.284, 743.293	<p>Contract guarantees. (fixed account)</p> <ol style="list-style-type: none"> 1. If a contract contains a fixed account, any interest rate used in the determination of the account value, cash surrender value, annuity value, and death benefit are stated in the contract and guaranteed. (<i>Nonguaranteed interest rates may not be included in the contract.</i>) 2. For a contract that contains a fixed account and a separate account, any expense charges, surrender charges, and partial-withdrawal charges used in determination of the account value, cash-surrender value, annuity value, and death benefit are stated in the contract and guaranteed (not bracketed). Nonguaranteed expense charges, surrender charges, and partial withdrawal charges are not included in the contract. 3. The contract states that paid-up annuity benefits, cash surrender benefits, and death benefits are never less than the minimum nonforfeiture values. 4. If the guaranteed contract interest rate is less than the applicable nonforfeiture interest rate, a complete description of how to calculate the nonforfeiture minimum value and what the results mean to the owner. 5. If the guaranteed fixed account interest rate is less than the applicable nonforfeiture interest rate, a complete description is included in the contract. 	
	ORS 742.023, 743.153	The annuity/maturity value for paid-up annuity benefits are stated to be the separate account values plus the fixed account, or the minimum nonforfeiture value, whichever is the greater.	
Arbitration	ORS 36.600- 36.740	Voluntary arbitration is permitted by the Oregon Constitution and statutes after a claimant has exhausted all internal appeals and can be binding upon consent of the covered participant. (<i>If the contract provides for arbitration when claim settlement cannot be reached, the contract owner/annuitant may elect arbitration at the time of the dispute. Arbitration takes place under the laws of Oregon held in the insured's county or any other county agreed upon in this state.</i>)	
Assignment of contracts	ORS 743.043	<ol style="list-style-type: none"> 1. The contract does not include any restrictions on the availability of contract assignments other than for tax qualification purposes or for purposes of satisfying applicable laws or regulations. Any restrictions shall not prohibit exchanges allowed under Section 1035 of the Internal Revenue Code. 2. The contract describes the terms under which the contract may be assigned and states that assignments, unless otherwise specified by the owner, take effect on the date the notice of change is signed, subject to any payments made or actions taken by the company prior to receipt of such notice. 3. The assignment may state that the company is not liable for its validity. 	

Beneficiaries	ORS 742.023	<ol style="list-style-type: none"> 1. The beneficiary provision describes the terms and conditions for designating or changing the beneficiaries, for selecting default beneficiaries as may be necessary, and indicating when such designation is effective. 2. The contract states that changes in beneficiary, unless otherwise specified by the owner, shall take effect on the date the notice of change is signed by the owner, subject to any payments made or actions taken by the company prior to receipt of such notice. 3. If irrevocable beneficiaries are referenced in the contract, the contract explains that such a beneficiary cannot be changed without the consent of the irrevocable beneficiary. 	
Claim settlement	ORS 742.023, 743.153, 743.271(3), 743.272(1) & (2), 743.278(1)(c), 743.287(2)	<p>Settlement</p> <ol style="list-style-type: none"> 1. The settlement provision states that the annuity benefits at the time of their commencement will not be less than those that would be provided by the contract accumulation amount to purchase an immediate annuity contract at purchase rates offered by the company at that time to the same class of annuitants. 2. The provision describes each type of settlement option, the guaranteed minimum payout amounts for each option, the guaranteed interest rate (not less than one percent), and mortality table being utilized. 3. The contract provides for a lump-sum settlement at maturity. Annuitization is available with no additional charges (including market-value adjustment and charges added solely to annuitize the contract are not allowed.) 4. The provision specifies a default settlement option at maturity. The default option shall be a life annuity with a period certain of at least five years unless otherwise provided under the Internal Revenue Code. 5. A contract with scheduled payments calculates paid-up, cash surrender, and death benefits midterm with allowance for the lapse of time. 6. If this contract is filed as unisex, the annuitization provision includes a description of the mortality table uses in the contract, the interest rate, and the percentage for the blend of male and female mortality data used to develop the annuitization rates. 	
	ORS 743.271(3), 743.272(1), (2)	<p>Variable annuity payment options.</p> <ol style="list-style-type: none"> 1. If the contract provides for variable annuity payment options, it provides a description of how annuity payments are determined. 	

Claim settlement, continued	ORS 743.271(3), 743.272(1), (2)	<p>Variable annuity payment options, continued</p> <ol style="list-style-type: none"> 2. It provides a statement on the smallest annual rate of investment return that would have to be earned on the assets of the separate account so that the dollar amount of variable annuity payments will not decrease or a statement on the conditions under which the dollar amount of variable annuity payments will not decrease. 3. The contract stipulates the investment increment factors to be used in computing the dollar amount of variable benefits or other variable contractual payments or values and must guarantee that expense and mortality results shall not adversely affect the dollar amounts. (<i>Guaranteeing a range of values for expense and/or mortality factors is allowable only during deferral periods before variable benefit payments are determined. However, once variable benefit payments are determined, the mortality and expense factors used in their determination is fixed for the duration of the contract.</i>) 4. In computing the dollar amount of variable benefits or other contractual payments or values under an individual variable annuity contract, the annual net investment increment assumption does not exceed five percent. 	
Claims of creditors	ORS 743.049	If the contract includes a provision for “claims of creditors,” it may state that it is determined in accordance with applicable law. In the case of fraud, monthly payable amounts exceeding \$500 are subject to garnishee execution to the same extent as wages and salaries in a court-ordered judgment.	
Commuted values	ORS 743.278	If the contract provides for commuted values after annuitization, the provision describes the values as calculated at the same interest rate used in determining the payments when the annuity was purchased. The applicable interest rate used to calculate payment considers only mortality and interest as specified in the contract.	
Death benefits	ORS 742.023(1)(f), 743.293(1)	<ol style="list-style-type: none"> 1. The contract contains a provision that settlement of the death benefit proceeds is made to the beneficiary upon receipt of due proof of death. 2. The death benefit provision specifies that which satisfies proof of death and includes standard proof (certified death certificate or finding from a court of competent jurisdiction) and other proof satisfactory to the company. 3. The contract contains a provision that settlement of death-benefit proceeds is made promptly to the beneficiary upon receipt of proof of death. 4. If irrevocable beneficiaries are referenced in the contract, the contract explains that such beneficiaries cannot be changed without the consent of the irrevocable beneficiaries. 	

Death benefits, continued	ORS 742.023(1)(f), 743.293(1)	<ol style="list-style-type: none"> 5. The contract clearly states how the death of the owner or annuitant during the deferral stage affects the continuation of the contract and how an owner (new or existing) annuitant, successor annuitant, etc., are affected. 6. If a contract's guaranteed interest rate on the fixed account is less than the applicable minimum nonforfeiture interest rate, the contract describes the death benefit as the greater of the contract accumulation value and the minimum nonforfeiture values with an explanation of what the results mean to the owner. 	
Definitions	ORS 733.220(8)	Statements regarding the backing of guarantees by the company's general fund for separate accounts must refer only to available surplus that may be used to meet obligations of the separate account if reserves are insufficient.	
Entire contract provision	ORS 742.016	<ol style="list-style-type: none"> 1. The contract contains a provision that the contract constitutes the entire contract between the company and the owner and does not reference other agreements as a way to incorporate additional terms to the contract. 2. If the application is to be part of the contract, the entire contract provision states that the application is part of the contract. 3. The application and contract do not reference the prospectus as part of the contractual agreement nor do they reference fees or details in the prospectus that are not in the contract and that would serve to control the contract. 4. References to federal requirements clearly describe the requirement and the effect on contract provisions. Inclusion of federal requirements does not include limitations that are not part of the federal regulation. <i>(If the provision addresses a new federal requirement, include a copy of the applicable section of the federal requirement that details the requirements and highlight the portion that identifies the new requirement. Include your legal justification for the requirement, and explain how the provision meets federal requirements.)</i> 	
Examination of contract	ORS 742.023, OAR 836-080-0029(1)(d)	<p>Right to examine contract</p> <ol style="list-style-type: none"> 1. A right-to-examine statement appears on the cover, allowing the policy owner a minimum of 10 days in which to examine the contract. The 10 days begin on the date the contract is received by the owner. Replacement contracts provide at least a 30-day free-look period. 2. A provision includes the requirement and instructions for the return of the contract to the company or the producer of the company. 3. Account values are returned in the case of a replacement. 	

Examination of contract, continued	ORS 742.023, OAR 836-080-0029(1)(d)	4. For premiums paid to any variable account, if the contract is returned, the company refunds either (a) the premiums paid or (b) the variable account value plus any amount deducted from the portion of the premium applied to the account. For fixed accounts, all monies paid are refunded if the contract is returned.	
Expenses	ORS 743.272(2)	The contract includes a statement that the expense and mortality results won't adversely affect dollar amounts of benefits or an explanation of how results might be affected.	
Fees, service charges, taxes	Bulletins 99-5 and 97-6	References to other taxes are specific as to type with the specific charge stated on the specifications page. General references are made only for personal income tax deductions.	
		<u>Premium tax.</u> When recapturing costs for premium tax, the specification page states that no premium tax is applicable to contracts issued in Oregon. If the contract provides for a premium-tax charge if the contract owner moves to a state with premium taxes, the charge is only applicable to new premiums paid into the contract after the contract owner moves and limited to a maximum rate of three percent.	
		<u>Tax charge-back.</u> A "tax charge-back" is included only if the domiciliary state imposes a premium tax. If a "tax charge-back" is included, the rate is stated on the specifications page with the method used and worded as one of the following: 1. State-specific tax method: The tax charge-back is applied when any reference to a tax charge or premium tax charge is used in the contract. The rate is determined by the taxes charged by the company's state of domicile. 2. Nationalized state tax method: The tax charge-back is applied when any reference to a tax charge or premium tax charge is used in the contract. The rate is expressed as a percentage of premiums and is the company's estimate of the average burden of state taxes. The rate applies uniformly to all contract owners without regard to state of residence. <i>(This method can be used only if a nationalized average premium tax is assessed in the domiciliary state.)</i>	(check one) Yes N/A <input type="checkbox"/> <input type="checkbox"/> Yes N/A <input type="checkbox"/> <input type="checkbox"/>
		The right to increase the tax charge-back based on increased premium tax in the state of domicile under option (1) states the maximum amount by which the tax can be increased, which cannot exceed the highest amount assessed by a state at time of filing.	Yes N/A <input type="checkbox"/> <input type="checkbox"/>
Grace period	ORS 743.271(1)	If applicable, the contract contains a provision for a grace period of not less than 30 days during which the contract stays in force to allow for the payment of any premium after the first payment. The premium due and interest may be deducted from any claim proceeds.	

Guarantees	ORS 742.005(2), 742.023	All contract provisions are guaranteed (no open-ended provisions) and all rights to make changes include the specific circumstances and extent of the reserved right including timely notice to the contract owner.	
		If the contract offers term periods that guarantee the initial interest rate beyond one year, the provision describes the renewal requirements for subsequent guaranteed periods and surrender values available during the guaranteed term. <i>(If a market value adjustment is used, see requirements under Requirements for Rates.)</i>	
		For guaranteed periods exceeding one year that include a market-value adjustment upon surrender, the guaranteed period is not automatically renewed without signed consent from the contract owner when the maturity date falls during the guaranteed period unless all charges and adjustments are waived on the maturity date.	
	ORS 743.156	Guaranteed Income Benefit/Guaranteed Accumulation Benefit If a guaranteed income benefit or guaranteed accumulation benefit is included, the contract provides the following: <ol style="list-style-type: none"> 1. The benefit levels and charges are not bracketed. 2. The cost is shown separately from the contract on the specifications page. 3. The fixed annuitization rates are not less than those guaranteed under the contract. The rates used at annuitization must be the greater of the current purchase option rates or the contract-guaranteed option rates unless an actuarial memorandum demonstrates a pricing methodology in which benefits accumulated under this guarantee would produce a guaranteed benefit using alternate settlement rates that exceed the contract guaranteed rates. 	
Incontestability	ORS 743.258	<ol style="list-style-type: none"> 1. The contract contains an incontestability provision and its conditions. 2. The contestable period does not exceed two years during the lifetime of the insured. 3. The provision may allow for coverage to be contested based on a material statement contained in an application only when made part of the contract, except on the basis of age and sex. If the company expects to rely on an application to contest the contract, the company must attach to or endorse the application as a part of the contract. 4. The contract may include <i>only</i> the following exceptions to the incontestability provision listed in ORS 743.258: <ol style="list-style-type: none"> (a) Non-payment of stipulated payments to the company. (b) At the option of the company, provisions related to benefits in the event of total and permanent disability and provisions that grant accidental-death benefit coverage. 	

Loans	ORS 743.186, 743.187	<ol style="list-style-type: none"> 1. If the contract provides for a loan, it contains a statement that the loan shall be on the sole security of the contract. 2. The provision may contain a statement that the company reserves the right to defer the payment of any loan for a period not to exceed six months if written approval is requested at the time of deferral and received from the chief insurance regulator of the state of domicile of the company prior to the company exercising any contractual right to defer the transfer. The company may not defer a loan for the payment of any premium to the company. 3. The provision describes the loan interest rate. The loan interest rate plus any added administrative fees is not greater than the maximum fixed rate of eight percent in arrears or a variable rate determined not to be the greater of the fixed rate or the Moody's Corporate Bond Yield Average – Monthly Average Corporates, as published by Moody's Investors Service, Inc. for the calendar month that precedes by two months the month in which the determination date for the contract loan interest rate falls. The company may not charge any additional fees or expenses for the loan. 4. The contract may provide that if interest on any indebtedness is not paid when due it shall be added to the existing indebtedness and shall bear interest at a rate no greater than the loan rate. 5. The contract may provide that existing indebtedness, including any due and accrued interest, may be deducted from the loan value or the proceeds of the loan. The contract may also provide that interest will be collected in advance to the end of the current contract year. 6. The contract loan value is not less than an amount equal to the cash-surrender values after three full years' premiums have been paid, except to comply with federal requirements. 7. Increases to the adjusted rate may be made for not less than one-half of one percent or more than the maximum rate. Decreases must be given when the decrease reaches one-half of one percent. 8. The contract permits repayment of the loan and describe the conditions. 9. The contract describes the effect of outstanding loans on the death benefit, cash value and maturity value. 10. The contract may provide that if and when the total indebtedness, including interest due and accrued, equals or exceeds the cash value, the contract shall terminate, but not until at least 30 days' advance notice of termination shall have been mailed to the owner and any assignee of record. 	
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Loans, continued	ORS 743.186, 743.187	<ol style="list-style-type: none"> 11. The contract indicates the maximum number of loans allowed at any time, if any. 12. The contract describes how the interest rate credited to the portion of the cash value equal to the indebtedness is determined. In no case will it be less than the credited rate to produce minimum nonforfeiture values for that duration. 	
Maturity date	ORS 742.005(2), 743.278 to 743.284(2)	<ol style="list-style-type: none"> 1. Any terms used in the contract to identify the date selected for payout of the accumulated value are consistent, such as “maturity value,” “maturity,” or “maturity date,” and when a fixed account is included, the terms are consistent with references in the nonforfeiture law. 2. Unless filed for a specific use, the annuity provides for a selected maturity date with the option to change the selected date. If change requirements are more limited than between 10 years from the contract date and age 80, an explanation is included. The contract may restrict annuitization to the lesser of 10 years or the end of the surrender charge period. 3. If the contract provides the contract owner with the right to change the maturity date and the contract is intended to be tax qualified, the provision contains sufficient latitude to allow the form to be tax qualified. 4. The latest maturity date, if any, is defined in the contract. The optional maturity date is not more restrictive than the annuitant’s 70th birthday and the 10th anniversary of the contract. 	
Misrepresentations & misstatements	ORS 743.177	The contract contains a provision that all statements made by the insured, in the absence of fraud, are representations, not warranties, and that no statement is used in defense of a claim unless in a written application attached to the contract when issued.	
	ORS 731.062, 744.078	Any provision allowing for modification does not directly or indirectly imply that the company is not bound by statements given to the producer. Knowledge of or information given to the producer is knowledge or information of the company.	
	ORS 743.264	<p>Misstatement of age or sex.</p> <ol style="list-style-type: none"> 1. The contract contains a misstatement-of-age provision or, if the contract is written on a sex-distinct basis, a misstatement-of-age or -sex provision, providing that the amount payable shall be such as the payment(s) to the company would have purchased at the correct age or the correct age and sex. 2. Any overpayment(s) by the company on account of misstatement of age or sex are charged, with interest at a rate specified in the contract but not exceeding six percent, against the current or succeeding payment(s) to be made by the company. 3. If more than one life is insured, the misstatement provision may state that the amount payable may be adjusted for misstatement of age or sex of any insured. 	

Nonforfeiture values	ORS 743.281, 743.284, 743.293	<p><u>New or old nonforfeiture law for fixed accounts.</u> Contracts with minimum crediting interest rates that equal or exceed the nonforfeiture interest rate for the life of the contract shall provide the following:</p> <ol style="list-style-type: none"> 1. Disclosure of the contract guaranteed crediting rate on the specifications page at a rate equal to or exceeding the nonforfeiture rate. <i>(If using the five-year constant maturity treasury (CMT) rate formula, describe the formula used in the actuarial memorandum, and complete the John Doe filing using a two percent CMT rate.)</i> 2. A provision in the contract that states the interest credited in any year will be sufficient to keep the values under the contract at least as great as the minimum nonforfeiture amount. 3. If the contact provides for different guaranteed crediting rates for different periods, identification of the guaranteed rate for each period, includes on the specifications page. If the contract provides for redetermination of the minimum contract guaranteed interest rate under ORS 743.293, it uses the CMT nonforfeiture rate <i>(bracketed as a range from one percent to three percent, i.e., [1%-3%])</i> or identify a contract rate at least as favorable as the CMT rate. <i>(Relationship to the CMT rate must be explained in the actuarial memorandum.)</i> The specifications page includes a statement that redetermination rates will not be less than the CMT rate at the redetermination date, the duration of the initial period, each redetermination date and period, and the redetermination basis. 4. If the contract guarantees the nonforfeiture CMT crediting rate for a specified period only, it identifies the crediting rate for the specified period, the duration of the period, and guarantees a three percent crediting rate after the specified period. 	<p>Yes <input type="checkbox"/> N/A <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> N/A <input type="checkbox"/></p>
	ORS 743.284, 743.293 in effect after January 1, 2004	<p><u>New Nonforfeiture Law values for fixed accounts.</u> If the guaranteed crediting rate in any year is lower than the nonforfeiture interest rate, the contract provides the following:</p> <ol style="list-style-type: none"> 1. Disclosure of the nonforfeiture interest rate on the specifications page. <i>(May be filed in brackets to be determined at issue using the five-year constant maturity treasury rate formula described in the actuarial memorandum. Complete the John Doe filing using a two percent CMT rate.)</i> 2. Fixed account minimum surrender values not less than the nonforfeiture value based on 87.5 percent of the premium accumulated at the nonforfeiture rate. 	<p>Yes <input type="checkbox"/> N/A <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p>

<p>Nonforfeiture values, continued</p>	<p>ORS 743.284, 743.293 in effect after January 1, 2004</p>	<p><u>New Nonforfeiture Law values for fixed account, continued</u></p> <p>3. A statement in the values provision that the contract interest credited and contract values may be below the minimum nonforfeiture amount in some or all years. The statement is also on the specifications page with the contract cash value table unless the table clearly illustrates both values with the greater value as the minimum guaranteed.</p> <p>4. Check the box that indicates which of the following method is used in the contract:</p> <p>(a) If the contract is to meet nonforfeiture values based on three percent, the contract guaranteed interest rate specifies the rate and duration for that rate to be the point in time the guaranteed rate accumulation requires a minimum three percent crediting rate to meet nonforfeiture values as if the contract operated at the minimum crediting rate for all durations.</p> <p>(b) If the contract is to meet nonforfeiture values for the life of the contract that are based on the CMT rate determined at issue, and the contract guaranteed interest rate applies for the life of the contract, the rate disclosed on the specifications page states the minimum crediting rate may be higher if contract values are less than the nonforfeiture values at surrender. Contract does not reserve the right to credit a lower rate than the guaranteed interest rate, which is not less than one percent. If the contract identifies an effective rate of return (average accumulation rate), and is less than the nonforfeiture rate, it clearly states that contract values may accumulate below the minimum nonforfeiture values.</p> <p>(c) If the contract is to meet nonforfeiture values based on the CMT rate, and the contract guaranteed interest rate applies only for an initial specified period, it identifies the contract interest rate for the guaranteed period, the duration of the period, and provides for a minimum guaranteed accumulated rate that equals or exceeds three percent after the specified period.</p> <p>(d) If the contract provides for redetermination of the minimum contract guaranteed interest rate, it uses the CMT nonforfeiture rate (<i>bracketed as a range from [1%-3%]</i>) or identifies a contract rate at least as favorable as the CMT rate (<i>relationship to the CMT rate must be explained in the actuarial memorandum</i>), a statement that redetermination rates will not be less than the CMT rate at the redetermination date the duration of the initial period, each redetermination date and period, and the redetermination basis.</p> <p>(e) If filing an equity indexed account, Supplement A is included.</p>	<p>Yes <input type="checkbox"/></p> <p>(Check one)</p> <p>(a) <input type="checkbox"/></p> <p>(b) <input type="checkbox"/></p> <p>(c) <input type="checkbox"/></p> <p>(d) <input type="checkbox"/></p> <p>(e) <input type="checkbox"/></p>
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Nonforfeiture values, continued	ORS 743.278 Fixed Account	If the contract provides for a lump-sum settlement at maturity or at any other time, a provision states that upon surrender of the contract or prior to the commencement of any annuity payments, the company will pay in lieu of paid-up annuity benefits a cash-surrender benefit not less than the cash-surrender benefits specified in ORS 743.284 and 743.287.	
		A provision of the contract states that upon cessation of payment of considerations under the contract, the company will grant a paid-up annuity benefit that is the greater of the contract accumulation value and the minimum nonforfeiture value.	
		The contract includes a statement of the mortality table, if any, and interest rates used to calculate any minimum paid-up annuity, cash surrender, or death benefits guaranteed under the contract, together with sufficient information to determine the amounts of such benefits, i.e., all expense, partial withdrawal, and surrender charges.	
		The contract includes a statement that any paid-up annuity, cash surrender, or death benefits available under the contract are not less than the minimum benefits required by statutes of the state in which the contract is delivered. <i>(Another term may be used as long as it requires the contract to be subject to the laws of the state of residence of the contract owner.)</i>	
		The contract includes an explanation of the manner in which the paid-up annuity, cash surrender, or death benefits are altered by the existence of any additional amounts credited by the company to the contract, any indebtedness to the company on the contract, or any prior withdrawals from or partial surrenders of the contract.	
		A provision may allow that if no payments are received for a period of two full years and the portion of the paid-up annuity benefit at maturity would be less than \$20 a month, the contract may be terminated by payment of the contract values of the paid-up annuity benefit. Such payment relieves the company of any further obligation.	
	Model Variable Annuity Regulation 250, Section 7	<p>Variable values. With respect to variable accounts, the contract contains in substance a provision at least as favorable to the owner upon cessation of payment of considerations under the contract as the following:</p> <ol style="list-style-type: none"> 1. The company will grant a paid-up annuity benefit on a plan described in the contract that complies with the Model Variable Annuity Regulation, Section 7G, Model 250. The description includes a statement of the mortality table, if any, and guaranteed or assumed interest rates used in calculating annuity payments. 	

Nonforfeiture values, continued	Model Variable Annuity Regulation 250, Section 7	<p>Variable values, continued</p> <ol style="list-style-type: none"> 2. If the contract provides for a lump-sum settlement at maturity or at any other time, upon surrender of the contract at or prior to the commencement of annuity payments, the company will pay in lieu of a paid-up annuity benefit a cash-surrender benefit that complies with the Model Variable Annuity Regulation, Section 7, Model 250. (See surrender section) 3. The contract may provide that the company reserves the right to defer the determination and payment of all benefits for any period during which the New York Stock Exchange is closed for trading (except for normal holiday closing) or when the Securities and Exchange Commission has determined that a state of emergency exists that may make determination and payment impractical. 4. A statement that a paid-up annuity, cash surrender, or death benefits available under the contract are not less than the minimum benefits required by the NAIC Model Variable Annuity Regulation, Section 7, Model 250 and an explanation of the manner in which benefits are altered by the existence of any additional amounts credited by the company to the contract, any indebtedness to the company on the contract, or any prior withdrawals from or partial surrenders of the contract. 	
Ownership of contract	ORS 743.043	<ol style="list-style-type: none"> 1. The contract contains an ownership provision. The provision describes the terms and conditions for designating or changing ownership or for designating default ownership as necessary and indicates when such designation is effective. 2. The contract states that changes in owner designation, unless otherwise specified by the owner, take effect on the date the notice of change is signed by the owner, subject to any payments made or actions taken by the company prior to receipt of such notice. 	
Participating contract	ORS 743.267	If the contract participates in the divisible surplus of the company, the conditions of the participation included in the contract.	
Payment plans	ORS 742.023(1)(e), 731.446, 743.153, 746.005(6)	<ol style="list-style-type: none"> 1. The contract states the dollar amount of any minimum or maximum contract premium requirements. 2. Advance premium deposits are not subject to fees or surrender charges and are credited a stated interest rate. 3. The contract contains an address or method for making premium payments. 	
Reinstatement	ORS 743.271(2)	<ol style="list-style-type: none"> 1. If the contract requires premium payments, it contains a provision for reinstatement of the contract if the contract has not been surrendered or the extension period has not expired and includes the conditions of the reinstatement. 	

Reinstatement, continued	ORS 743.271(2)	<ol style="list-style-type: none"> 2. The period of reinstatement may not be more than one year during the life of the annuitant. 3. Evidence of insurability may be required, if it was required when originally issued. 4. Payment of overdue premiums plus six percent interest may be required for reinstatement of the contract. 	
Reports & statements to contract owner	ORS 743.247	<ol style="list-style-type: none"> 1. The contract provides for at least annual delivery, without charge, of a report to the owner about the status of the contract and other information required under state or federal law, including the following: <ol style="list-style-type: none"> (a) Investments held in the applicable separate account. (b) Number of accumulation units credited to the contract and the dollar value of a unit, and the value of the contract owner's account. (c) Surrender value for the fixed account in compliance with nonforfeiture values. (d) Any withdrawals or surrenders. (e) The dollar amount of the death benefit. 2. Information current as of a date not more than four months prior to the date of mailing. 3. Provision for additional status reports to the contract owner upon request by the contract owner. The contract discloses the maximum charge for the report. 	
Requirements not part of a listed category	ORS 742.023	<p>References to federal requirements clearly describe the requirement and the affect on contract provisions. Federal requirements do not include limitations that are not part of the federal regulation. <i>(If the provision addresses a new federal requirement, include a copy of the applicable section of the federal requirement that details the requirements and highlight the portion that identifies the new requirement. Include your legal justification for the requirement, and explain how the provision meets federal requirements.)</i></p>	
Suicide	ORS 742.023	<ol style="list-style-type: none"> 1. The contract may provide for a suicide exclusion that includes the conditions of the provision. 2. The suicide exclusion period does not exceed two years from the date of issue of the contract. 3. The contract requires a minimum refund of all premiums paid, minus dividends paid, any indebtedness, and withdrawals paid by the company in the event of death by suicide during the suicide-exclusion period. 	

Surrenders	ORS 742.023(1)(f)	<ol style="list-style-type: none"> 1. The contract clearly describes any surrender charges and other fees deducted. If no surrender charges are applied to recovering expenses, assumptions for covering these expenses are explained. 2. Upon surrender or death, any recapture of a bonus on a separate account is limited to a percentage of the period remaining in the cost period for the bonus. For fixed accounts, a bonus is not recaptured more than 12 months in arrears unless the forfeiture is demonstrated to be within the surrender allowance under ORS 743.284(2). 3. Surrender-value payout is available in a lump sum and is not restricted to payment over a period of time. 4. If the contract guaranteed interest rate is less than the applicable minimum nonforfeiture interest rate for the fixed account, the contract includes a statement that the surrender value is the greater of the contract accumulation value and the minimum nonforfeiture value. 5. If the contract includes a market value adjustment (MVA) associated with guaranteed periods, the application is limited to periods exceeding one year and the calculation for adjustment is limited to that guaranteed period. When applied to a fixed account, the adjusted amount must be shown to come within the total surrender charge allowed. <i>(An MVA cannot reduce contract values below the nonforfeiture values.)</i> 	
		<p>Partial withdrawal</p> <ol style="list-style-type: none"> 1. A contract that develops cash values may provide for a partial withdrawal. 2. The contract contains the conditions applicable to a partial withdrawal. 3. The value of a partial withdrawal for fixed accounts is not less than that provided by the nonforfeiture law. 	
		<p>Waiver of surrender charges</p> <ol style="list-style-type: none"> 1. If a benefit waiving surrender charges is included in a contract, the conditions of the waiver are clearly described in the contract. 2. If the waiver of surrender-charge benefit is not described in a separate provision, such as a “bailout,” then the reference to the surrender charge waiver is descriptive by name and any time restriction or limit is prominently disclosed. 3. If the contract provides for a benefit waiving surrender charges contingent on a declared interest rate (bailout), the provision requires the company to provide the owner notification within 30 days when the declared interest rate declines to a point at which the waiver of surrender charge benefit is available, and the contract owner is given at least 60 days to exercise the option. 	

Surrenders, continued	ORS 742.0023(1)(f), 743.153, 743.278(1)(b)	<p>Deferral and valuation of payments. (See also “Transfers”)</p> <ol style="list-style-type: none"> 1. The contract describes any conditions and limitations on the valuation of any variable-account amounts payable upon surrender, withdrawal, election of a loan, or transfer of funds. There is no deferral of payment to any portion of the death benefit. 2. For values in a fixed account, the company may reserve the right to defer surrenders, withdrawals, and loans other than for payment of premiums for a period of six months when written approval is requested from the insurance division at the time the company wishes to exercise a deferral and approval received from the insurance division prior to the company exercising any contractual right to defer the payment of any cash value, withdrawal, or loan value. The contract owner is notified of the specific date on which the deferral will be paid, the reason for the delay, and the value of the requested amount as determined at the time the request is received by the company. 3. For variable benefits or contractual payments, the contract may provide that the company reserves the right, at its option, to defer the determination and payment of all benefits for any period during which: <ol style="list-style-type: none"> (a) the New York Stock Exchange is closed for trading, (b) the Securities and Exchange Commission has determined that a state of emergency exists that may make determination and payment impractical, (c) disasters are being dealt with under the company’s disaster recovery plan. 	
Transfers	ORS 742.005(4)	<p>The contract may provide that the company reserves the right to defer transfers for any period during which the New York Stock Exchange is closed for trading, the Securities and Exchange Commission has determined that a state of emergency exists or has imposed transfer restrictions that may make determination and transfer impractical, or disasters are being dealt with under the company’s disaster-recovery plan.</p> <p>Transfers are not subject to surrender charges.</p>	
	ORS 742.023(1), (d),(f), 743.278(1)(b)	<p>On a fixed account, the contract may reserve the right to defer a transfer request for a period not to exceed six months. The contract owner is notified of the specific date on which the transfer will be paid, the reason for the delay, and the value of the transfer as of the date the request is received by the company.</p>	

REQUIREMENTS FOR RATES

Actuarial filing requirements for demonstrating compliance: *Information requested under this section is necessary to evaluate the filing for compliance. ORS 731.296*

Actuarial memorandum (Ratemaking generally)	ORS 731.296	<p>Additional submission requirements: A actuarial memorandum signed by a member of the American Academy of Actuaries that includes the following information concerning the calculation of the nonforfeiture values:</p> <ol style="list-style-type: none"> 1. A description of the contract and contract provisions that affect nonforfeiture values including an explanation of how the fixed account values are at least equal to the minimum nonforfeiture values. 2. All maximum benefit, surrender, and expense charges. 3. The range of issue ages. 4. The maximum maturity date. For contracts whose maturity date may not be changed at the option of the owner, this date is the fixed maturity date. 5. Certification by a member of the American Academy of Actuaries that the filing complies with NAIC Variable Annuity Regulation, Model 250, and the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, Model 805, if applicable. 	<p>Yes <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p>
Actuarial memorandum	ORS 731.296	6. Certification is included verifying that any single-consideration immediate-annuity-contract-purchase rates offered by the company to the recipient at the time of contract settlement will be appropriately adjusted by the company to reflect any difference in acquisition expenses applicable to the purchase.	<p>Yes <input type="checkbox"/></p>
Bonus	ORS 746.035	Filing includes a demonstration that illustrates how the contract assumptions support any bonus provided in the contract.	<p>Yes N/A <input type="checkbox"/> <input type="checkbox"/></p>
	ORS 743.284(2)	Recapture of any part of a bonus on a separate account demonstrates the cost period for the bonus in relation to the percentage of the recaptured amount for each duration. For fixed accounts, the recaptured amount is demonstrated, with the surrender charge not to exceed the allowable amount that would support minimum nonforfeiture values.	<p>Yes N/A <input type="checkbox"/> <input type="checkbox"/></p>
	ORS 733.220(8)	Reserve method includes a narrative that explains reserves for any guaranteed periods and bonus credits. Non-unitized separate accounts hold sufficient reserves to cover the guaranteed interest rate.	<p>Yes N/A <input type="checkbox"/> <input type="checkbox"/></p>
Discrimination	ORS 746.015, 742.005(3), (4), OAR 836-080 0050 & 0055	Filing includes a statement that no assumptions or provisions unfairly discriminate in availability, rates, benefits, or any other way for individuals of the same class, equal expectation of life, and degree of risk or hazard. <i>(For example, sources of funds going into the contract and funds being withdrawn are treated alike.)</i>	<p>Yes N/A <input type="checkbox"/> <input type="checkbox"/></p>

Expenses	ORS 742.023	Mortality and expense (M&E) on separate accounts. If the filing includes or will allow use of various options that incorporates the pricing into the M&E charge, it includes a demonstration that supports the cost for each option and explains how each option differs.	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
Guarantees	ORS 733.220(3), (4)	If this filing guarantees interest periods beyond one year, the filing includes an explanation of how the extended guarantee is supported. (<i>Durations longer than seven years require details such as investment strategy and a cash flow testing summary.</i>)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	ORS 742.023, 731.296	<u>Guaranteed Income Benefit/Guaranteed Accumulation Benefit.</u> If the filing includes guarantees on variable accounts such as guaranteed income benefits or guaranteed accumulation benefits, the rates used at annuitization are the greater of the current purchase option rates or the contract guaranteed option rates, unless a demonstration of the pricing methodology is included showing that alternate settlement rates will produce guaranteed annuitization benefits that exceed those guaranteed under the contract and supporting the added costs for benefit.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	ORS 731.296	The separate account investment guarantees related to principle or interest credits are not taken as deductions on the <i>Life, Health, and Annuity Guaranty Association Assessment Base Reconciliation Exhibit</i> , line 6, or on the adjustment exhibit.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Interest rates	ORS 746.015(1)	All extra credits are fair and equitable, do not unfairly discriminate in their application and availability, and are in compliance with the nonforfeiture requirements.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Nonforfeiture values - Fixed account	ORS 743.281, 743.284 in effect December 31, 2002	<u>Nonforfeiture values for fixed accounts.</u> (<i>Any approval filed under the prior law will terminate January 1, 2006.</i>) Filing includes a demonstration of contract's accumulation values that are guaranteed to increase at a rate that provides values at least equal to nonforfeiture values when net considerations are accumulated at three percent per year and net consideration is 90 percent or 65 percent for the first year and 87.5 percent on subsequent payments. (<i>If filing compliance with the five-year constant maturity treasury rate, mark N/A and go to the next item. A contract may not include both the new nonforfeiture method and the prior method.</i>)	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
	ORS 743.284, 743.293 in effect after January 1, 2004	<u>New Nonforfeiture Law values for fixed accounts.</u> Demonstrates values at least as favorable to the owner by providing requested information for one of the following methods: (<i>Selection must be consistent with that selected in the contract provisions.</i>) 1. The contract's accumulation values are guaranteed to increase at a rate that provides values at least equal to nonforfeiture values when net considerations are accumulated at three percent per year. (a) Net consideration is not less than 87.5 percent of gross consideration. (b) Annual maximum contract charge does not exceed \$50.	(Check one of the 4 methods) Yes N/A 1. <input type="checkbox"/> <input type="checkbox"/>	

<p>Nonforfeiture values - fixed account, continued</p>	<p>ORS 743.284, 743.293 in effect after January 1, 2004</p>	<p>2. When nonforfeiture values are net considerations accumulated by the formula using the (CMT) rate and redetermined at specified intervals, demonstration includes a comparison of the contract's guaranteed accumulation values to nonforfeiture values, and contract values paid for surrender, maturity, and death.</p> <p>(a) Net consideration is not less than 87.5 percent of the gross consideration. (b) Annual maximum contract charge does not exceed \$50. (c) Describes how and when the five-year CMT rate is determined and application of the formula for redetermining the nonforfeiture rate. Demonstrate a two percent initial nonforfeiture rate and 2.5 percent for future redetermination periods. (d) Describes the intervals for redetermination. (e) Describes how the criteria is monitored and values evaluated for compliance for each redetermination period.</p> <p>3. The contract's accumulation values are guaranteed to provide values at least equal to the minimum nonforfeiture values when net considerations are accumulated by the formula using the five-year CMT rate for an initial specified period (such as 10 years) reverting to a minimum rate of three percent at the end of the initial guaranteed period.</p> <p>(a) Net consideration is not less than 87.5 percent of the gross consideration. (b) Annual maximum contract charge does not exceed \$50. (c) Describes how and when the five-year CMT rate is determined and explains application of the formula for determining the nonforfeiture rate. (d) Describes the nonforfeiture application to the initial guaranteed period. (e) Describes how the criteria is monitored and evaluated for complying values in the initial period and the subsequent guaranteed period.</p> <p>4. The contract's accumulation values are not guaranteed to increase at a rate that guarantees to produce minimum nonforfeiture values at all durations. Include a comparison of the contract's guaranteed accumulation values, nonforfeiture values, and cash values paid for surrender, maturity, and death.</p> <p>(a) Net consideration is not less than 87.5 percent of the gross consideration. (b) Annual maximum contract charge does not exceed \$50. (c) Describes the nonforfeiture interest rate. If not using three percent, describes the CMT rate as net considerations accumulated by the formula using the five-year CMT rate where the specified period is the life of the contract. (d) Describes how and when the five-year CMT rate is determined and explains application of the formula for determining the nonforfeiture rate. (e) Describes how the criteria is monitored and evaluated for compliance.</p>	<table border="0"> <tr> <td style="text-align: right;">Yes</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td style="text-align: right;">2. <input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td colspan="2" style="height: 100px;"></td> </tr> <tr> <td style="text-align: right;">Yes</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td style="text-align: right;">3. <input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td colspan="2" style="height: 100px;"></td> </tr> <tr> <td style="text-align: right;">Yes</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td style="text-align: right;">4. <input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Yes	N/A	2. <input type="checkbox"/>	<input type="checkbox"/>			Yes	N/A	3. <input type="checkbox"/>	<input type="checkbox"/>			Yes	N/A	4. <input type="checkbox"/>	<input type="checkbox"/>
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Nonforfeiture values - fixed account, continued	ORS 731.296	If an equity indexed account is filed as a fixed account, include Supplement A.	Yes <input type="checkbox"/>	N/A <input type="checkbox"/>
	ORS 743.281, and ORS 743.284(2) in effect on December 31, 2002, or ORS 743.293 in effect January 1, 2004	<p>If contract includes a <i>fixed account</i>, for the method selected, in the format prescribed in the NAIC Guidelines and Appendices I-A and I-B, a comparison of the contract guaranteed surrender values with the minimum nonforfeiture values is included, which addresses each of the following. (<i>If using the five-year constant maturity treasury rate to determine nonforfeiture values, illustrate a nonforfeiture rate at two percent.</i>)</p> <ol style="list-style-type: none"> 1. The account value, surrender charge, surrender value, and minimum nonforfeiture amounts. One demonstration is based on the accumulation of percentages of premiums (for the retrospective test), the other on the discounted maturity value (for the prospective test) in compliance with the NAIC Standard Nonforfeiture Law for Individual Deferred Annuities, Model 805. 2. Clear identification of the basis of all values (interest rates, bonuses, fees, surrender charges, etc.) 3. Demonstrates compliance with the prospective test for a maturity period of 10 years. A surrender charge is not imposed on or past maturity. 4. Demonstrates representative premium patterns and, for flexible premium products, both single premium and level premium payment. (<i>Flexible payment contracts that show compliance on a per-payment basis, the contract must clearly and prominently disclose that each payment is considered separately.</i>) 5. Demonstrates compliance with the law for all allowable premium amounts (in particular lowest and highest premium allowed under the contract). (<i>A short narrative may be used to explain why it is enough to demonstrate for a particular premium.</i>) 6. Sample calculations for representative issue ages, including issue age 35, if within the issue age range, and the highest issue age. (<i>Calculations must properly reflect withdrawal amounts made during the surrender charge period that are not subject to surrender charge.</i>) 7. The free-partial-withdrawal provision, consistent with the contract provision. 	<p>Yes <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p> <p>Yes <input type="checkbox"/></p>	N/A
	ORS 731.296	A description of the relationship of the minimum guaranteed crediting rate to the nonforfeiture rate is included.	Yes <input type="checkbox"/>	
Ratemaking generally	ORS 733.220(5), (6)	<p><u>Separate accounts.</u></p> <ol style="list-style-type: none"> 1. Separate account assets are owned and controlled by the company. 2. Provision to change variable sub-accounts is in compliance with ORS 733.220(6). 	<p>Yes <input type="checkbox"/></p> <p><input type="checkbox"/></p>	

Requirements not part of a listed category	ORS 743.278(1)	<u>Market-value adjustment.</u> For fixed accounts, a market-value adjustment applies only to guaranteed durations exceeding one year. (<i>Demonstrate that adjustments recognize the change in interest rates from the beginning of the guaranteed period to the date of the market-value adjustment, measured over the time remaining in the guaranteed period. The adjustment cannot reduce the credited interest rate during the guaranteed period below the contract nonforfeiture values for that period. Guaranteed periods that include a market-value adjustment are not automatically renewed without signed consent from the contract owner when the maturity date falls during the guaranteed period unless all charges and adjustments are waived on the maturity date.</i>)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	ORS 742.023(1)(f)	If this contract is filed as unisex, the annuitization provision includes a description of the mortality table utilized in the contract, the interest rate, and the percentage for the blend of male and female mortality data used to develop the annuitization rates. The blend coincides with the company's projected blend in the market for the contract. If the blend does not match the projected blend in the market, an explanation is included.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Variable benefits	ORS 742.003(1)	A change or modification to any item that may affect the derivation of and compliance of contract values with any required minimum nonforfeiture values are subject to prior approval and refileing of the applicable demonstration.	Yes <input type="checkbox"/>	No <input type="checkbox"/>