



# Single Premium Deferred Annuity Contract

Forethought Life Insurance Company  
One Forethought Center  
P.O. Box 296  
Batesville, IN 47006-0296

In this Contract, "You" or "Your" will refer to the Owner and "We," "Our," or "Us" will refer to Forethought Life Insurance Company.

We will pay the proceeds of this Contract according to its terms. The proceeds will provide a monthly income or other settlement, in accordance with the Annuity Option selected.

This is a legal Contract between You and Us. Read it carefully.

## RIGHT TO EXAMINE AND RETURN THIS CONTRACT

If You are not satisfied, You may cancel Your Contract by returning it within [30] days after the date You receive it. Mail or deliver to Us at the address shown above or to Your agent. If You return the Contract by mail, it will be deemed returned on being postmarked, properly addressed, and postage prepaid. This Contract will then be void from its start. Any Premium paid and not previously withdrawn, will be refunded.

This Contract is signed by Us as of its Issue Date.

*Sample Case*

Assistant Secretary

*Sample Case*

President

**SINGLE PREMIUM DEFERRED ANNUITY CONTRACT**  
Annuity benefit payable on Annuity Date  
Death benefit payable in event of the  
Owner's death prior to Annuity Date  
Market Value Adjustment may be applied on withdrawals  
which could increase or decrease Withdrawal Charges  
This Contract is not insured by the FDIC

**NON-PARTICIPATING**

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**CONTRACT DATA PAGE**

**CONTRACT NUMBER:** (123456789)

**ISSUE DATE:** (January 1, ####)

**OWNER:** (John Doe)  
**OWNER'S AGE AT ISSUE DATE:** (##)

**[JOINT OWNER:** (Jane Doe)]  
**[JOINT OWNER'S AGE AT ISSUE DATE:** (##)]

**ANNUITANT:** (John Doe)  
**ANNUITANT'S SEX:** (Male)  
**ANNUITANT'S AGE AT ISSUE DATE:** (##)

**[JOINT ANNUITANT:** (Jane Doe)]  
**[JOINT ANNUITANT'S SEX:** (Female)]  
**[JOINT ANNUITANT'S AGE AT ISSUE DATE:** (##)]

**BENEFICIARY(IES):** (James Doe)  
(Joan Doe)

**MATURITY DATE:** (January 1, ####)

**ANNUITY DATE:** (January 1, ####)

**CONTRACT TYPE:** Non-Qualified

**ANNUITY DEPOSIT:** (\$###,###)

**MINIMUM WITHDRAWAL AMOUNT:** \$1,000.00  
**MINIMUM CONTRACT VALUE AFTER WITHDRAWAL:** \$5,000.00

**MINIMUM GUARANTEED CONTRACT WITHDRAWAL VALUE INTEREST RATE:** (###%)

**INTEREST RATES**  
The interest rate payable on the Contract Value is guaranteed as follows:

Contract Year 1  
Total Annual Interest Rate (###%)

**INITIAL INTEREST GUARANTEE TERM** 1 Year  
The interest rate payable on the Contract Value will be determined on an annual basis after Contract Year 1

The Interest Rate will never be less than: 1%

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**WITHDRAWAL CHARGE PERIOD****9 Years****TABLE OF WITHDRAWAL CHARGE PERCENTAGES**

THE FOLLOWING CHARGES ARE ASSESSED AS A PERCENTAGE OF THE AMOUNT SUBJECT TO WITHDRAWAL CHARGES:

Contract Year	1	2	3	4	5	6	7	8	9	Thereafter
Percentage Charge	8%	8%	7%	6%	5%	4%	3%	2%	1%	0%

**FREE WITHDRAWAL AVAILABILITY PERIOD:**

Contract Years 1 and later

**FREE WITHDRAWAL AMOUNT:**

10% of Contract Value on previous Anniversary

**MARKET VALUE ADJUSTMENT  
PERCENTAGE FACTOR:**Applies to Contract – See Market Value Adjustment Endorsement  
100%**DEATH BENEFIT DURING THE ACCUMULATION PERIOD:**

Contract Value

**ANNUITY SERVICE CENTER:**

**FORETHOUGHT LIFE INSURANCE COMPANY  
ONE FORETHOUGHT CENTER  
P.O. BOX 296  
BATESVILLE, IN 47006-0296**

**ENDORSEMENTS AND RIDERS ATTACHED TO THIS CONTRACT:**

**10% Free Withdrawal Endorsement  
Market Value Adjustment Endorsement**

**TABLE OF GUARANTEED VALUES\***

<b>Contract Year</b>	<b>Minimum Guaranteed Interest Rate</b>	<b>End of Year Contract Value</b>	<b>End of Year Minimum Guaranteed Contract Withdrawal Value</b>
1	1.00%	1,010.00	883.75
2	1.00%	1,020.10	892.59
3	1.00%	1,030.30	901.51
4	1.00%	1,040.60	910.53
5	1.00%	1,051.01	919.63
6	1.00%	1,061.52	928.83
7	1.00%	1,072.14	938.12
8	1.00%	1,082.86	947.50
9	1.00%	1,093.69	956.97
10	1.00%	1,104.62	966.54
11	1.00%	1,115.67	976.21
12	1.00%	1,126.83	985.97
13	1.00%	1,138.09	995.83
14	1.00%	1,149.47	1,005.79
15	1.00%	1,160.97	1,015.85
16	1.00%	1,172.58	1,026.01
17	1.00%	1,184.30	1,036.27
18	1.00%	1,196.15	1,046.63
19	1.00%	1,208.11	1,057.1
20	1.00%	1,220.19	1,067.67

\* Values shown assume

1. A \$1,000 Annuity Deposit at the beginning of the first Contract Year.
2. Interest credited at the minimum guaranteed interest rate of 1%.
3. No withdrawals.

Actual values may be greater if interest crediting rates are higher than those guaranteed in this Contract.

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## CONTRACT DATA PAGE

**Rider Benefit Information for:**

**RIDER FOR LONG-TERM CARE BENEFITS**  
**[OPTIONAL INFLATION PROTECTION BENEFIT RIDER]**  
**[OPTIONAL NONFORFEITURE BENEFIT RIDER]**

**RIDER RATE CLASSIFICATION:** [Premier, Single life, Single Purchase]  
**CONTRACT NUMBER:** [123456789]  
**RIDER ISSUE DATE:** [January 1, ####]  
**INSURED [PERSON]:** [John Doe]  
**AGE OF INSURED [PERSON]:** [##]  
**ANNUITY DEPOSIT:** [###,###]

**RIDER FOR LONG-TERM CARE BENEFITS**

**WAITING PERIOD** None  
The Waiting Period shown must be satisfied for an Insured before Long-Term Care Benefits become payable under this Rider for that Insured

**ELIMINATION PERIOD FOR HOME HEALTH CARE SERVICES BENEFIT:** None  
**ELIMINATION PERIOD FOR NURSING HOME FACILITY SERVICES BENEFIT:** 90 days  
**ELIMINATION PERIOD FOR ASSISTED LIVING FACILITY SERVICES BENEFIT:** 90 days  
**ELIMINATION PERIOD FOR BED RESERVATION SERVICES BENEFIT:** 90 days  
**ELIMINATION PERIOD FOR RESPITE CARE SERVICES BENEFIT:** None

**SCHEDULED ACCELERATED BENEFIT PERIOD:** [## Months]

**SCHEDULED EXTENDED BENEFIT PERIOD:** [## Months]

**[OPTIONAL INFLATION PROTECTION BENEFIT RIDER:** Included]

**[OPTIONAL NONFORFEITURE BENEFIT RIDER:** Included]

**RIDER CHARGES:**

**RIDER CHARGE FOR LONG-TERM CARE BENEFITS PER DOLLAR OF CONTRACT VALUE:** [\$.##### per month]

**RIDER CHARGE CAP PERIOD:** Unlimited

**[OPTIONAL INFLATION PROTECTION BENEFIT SINGLE RIDER CHARGE AND NONFORFEITURE BENEFIT SINGLE RIDER CHARGE:** [###,###]  
Single charge at issue]

Please refer to provisions of the above listed Rider[s] for additional details on benefits and Rider Charges.

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## DEFINITIONS

**Accumulation Period** - The period prior to the Annuity Date.

**Annuitant** – The person upon whose life the Annuity Payments may be based.

**Annuity Payments** - The payments made to the Owner or other named payee after the Annuity Date under the Annuity Option elected.

**Annuity Date** - The date shown on the Contract Data Page on which Annuity Payments begin.

**Annuity Deposit** – The Premium credited to this contract on the Issue Date of the Contract.

**Annuity Period** - The period during which Annuity Payments are payable.

**Attained Age** - The age of any Owner or Annuitant on his or her last birthday.

**Beneficiary** - The person You name to receive a death benefit payable under this Contract.

**Company** - Forethought Life Insurance Company.

**Contract Anniversary** - An anniversary of the Issue Date of this Contract.

**Contract Withdrawal Value** – The greater of:

- 1) The Contract Value less any applicable Withdrawal Charges, and less any applicable Market Value Adjustment and less any applicable taxes; or
- 2) The Minimum Guaranteed Contract Withdrawal Value.

**Contract Year** - A one-year period starting on the Issue Date and on each Contract Anniversary.

**Interest Rate** - The effective annual rates of interest listed on the Contract Data Page which are credited to the Contract Values.

**Issue Date** - The date this Contract was issued as shown on the Contract Data Page.

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

**Market Value Adjustment** – An adjustment that may be made to your Withdrawal Amount as described in the Market Value Adjustment Endorsement. If no Market Value Adjustment Endorsement is attached then the Market Value Adjustment is not applicable.

**Notice** - Communication providing information We need in the form we require. All Notices to Us must be sent to our Annuity Service Center.

**Owner** - The person(s) entitled to the ownership rights under this Contract. If Joint Owners are named, all references to Owner shall mean Joint Owners.

**Premium** - Any amount paid to Us under this Contract as consideration for the benefits it provides, less any applicable taxes We deduct upon receipt of a Premium.

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## GENERAL PROVISIONS

**THE CONTRACT** - The entire contract consists of this Contract, any Riders or endorsements attached to this Contract, and a copy of the application, if one is attached.

**INCONTESTABILITY** - We will not contest the validity of this Contract at any time following the Issue Date.

**NON-PARTICIPATING** – We will not pay dividends on this Contract.

**MISSTATEMENT OF AGE OR SEX** - We may require proof of age or sex of the Annuitant before making any Annuity Payments under this Contract that are measured by the Annuitant's life. If the age or sex of the Annuitant has been misstated, the amount payable will be the amount that would have been provided at the correct age and sex.

After Annuity Payments have begun, any underpayments will be made up in one lump sum with the next Annuity Payment. Any overpayments will be deducted from future Annuity Payments until the total is repaid. Adjustments for underpayments or overpayments shall include interest calculated at a rate according to applicable law, or at 1% if there is no applicable law.

**PROTECTION OF PROCEEDS** - No Beneficiary may encumber or assign any payments under this Contract before they are due. The Contract Value and other benefits under this Contract are exempt from creditor to the extent permitted by law.

**REPORTS** - At least once each calendar year, We will send to your last known address a report showing the Contract Value and any other information as may be required by law.

**PREMIUM TAXES AND OTHER TAXES** - Any premium taxes or other taxes paid by Us to any governmental entity relating to this Contract may be deducted from the Premium or Contract Value. We will, at our sole discretion, determine when taxes relate to the Contract, including when they have resulted from receipt by Us of the Premium or commencement of Annuity Payments. We may, at Our sole discretion, pay taxes when due and deduct that amount from the Contract Value at a later date. We will deduct any withholding taxes required by applicable law.

**EVIDENCE OF SURVIVAL** - We may require satisfactory evidence of the continued survival of any person(s) on whose life Annuity Payments are based. We reserve the right to discontinue Annuity Payments until satisfactory proof of continued survival is received.

**MODIFICATION OF CONTRACT** - This Contract may be modified by Us to maintain compliance with state and federal laws. This Contract may be changed only in writing signed by Our President or Our Secretary.

**EMPLOYER-SPONSORED PLANS** - This annuity Contract will have unisex mortality factors applied to its Annuity Option if the Contract is part of an employer-sponsored retirement plan under the provisions of Internal Revenue Code sections 401, 403, 457 or other relevant section.

**RESERVES, VALUES AND BENEFITS** – All reserves are greater than or equal to those required by statute. Any values and death benefits that may be available under this Contract are not less than the minimum benefits required by any law of the state in which this Contract is delivered.

**NUMBER** - Unless otherwise provided, all references in this Contract, which are in the singular form, will include the plural; all references in the plural form will include the singular.

**DEFERRAL PAYMENTS** – If approved by the Commissioner of Insurance for the state in which this Contract is delivered, We reserve the right to defer payments for any Withdrawal Amount for up to six months. Subject to state requirements, interest will be credited during such deferred period.

**APPLICABLE LAW** - This annuity Contract is governed by the laws of the state in which it is delivered.

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## **ANNUITANT, OWNERSHIP, ASSIGNMENT PROVISIONS**

### **ANNUITANT**

The Annuitant is the person designated by You on whose life Annuity Payments are based. The Annuitant may not be changed in a Contract which is owned by a non-natural person. The Annuitant and Owner need not be the same person. Any change of Annuitant is subject to Our underwriting rules in effect at the time of the request.

### **OWNER**

The Owner, has all the interests and rights under this Contract. The Owner is the person designated as such on the Issue Date unless changed. You may change the Owner at any time, subject to Our underwriting rules in effect at the time of the request. A request for change must be by Notice. Except as otherwise elected or required by law, a change of Owner will not change a designation of an Annuitant or Beneficiary or an Annuity Option election. The change will become effective as of the date the Notice is received by Us. A new designation of Owner will not apply to any payment made or action taken by Us prior to the time the new designation is recorded at Our Annuity Service Center.

### **JOINT OWNER**

A Contract may be owned by Joint Owners, limited to two natural persons. Joint Owners have equal ownership rights and must both authorize any exercise of those ownership rights unless otherwise allowed by Us. Upon the death of either Joint Owner, the surviving Joint Owner will be deemed to be the primary Beneficiary, unless You have given Us Notice otherwise.

### **ASSIGNMENT**

You may assign Your rights under this Contract. We will not be bound by any Assignment until Notice of the Assignment is recorded by Us.

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## BENEFICIARY PROVISIONS

**BENEFICIARY** - Unless You provide otherwise, the death benefit will be paid in equal shares to the Beneficiaries as follows:

1. to the primary Beneficiary who survive the Owner (or if the Owner is not a natural person, the Annuitant's death); or if there are none, then
2. to the contingent Beneficiary who survive the Owner (or if the Owner is not a natural person, the Annuitant's death); or if there are none, then
3. to the Owner's estate.

If Joint Owners have been designated, unless You inform Us otherwise, the surviving Joint Owner will be the primary Beneficiary. Any other Beneficiary designation will be a contingent Beneficiary unless otherwise indicated in a Notice to Us.

**SIMULTANEOUS DEATH OF BENEFICIARY AND OWNER** – If the Beneficiary dies within 24 hours of the Owner, Death benefits will be paid as though any Beneficiary died before the Owner.

**CHANGE OF BENEFICIARY** - Subject to the rights of any irrevocable Beneficiary, You may change the primary Beneficiary or contingent Beneficiary. A change may be made by filing a Notice with Us. The change will take effect as of the date the Notice is received by Us. We will not be liable for any payment made or action taken before We receive the Notice.

## ANNUITY DEPOSIT PROVISIONS

**ANNUITY DEPOSIT** - The amount of the Annuity Deposit is shown on the Contract Data Page. No additional deposits may be made to the Contract at any time. If any check presented as payment of any part of an Annuity Deposit is not honored, the Contract will be void.

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## CONTRACT VALUE PROVISION

**CONTRACT VALUE** – The Contract Value is calculated as follows:

1. On the Issue Date, the Contract Value equals the Annuity Deposit.
2. On any day thereafter, the Contract Value equals:
  - (a) the Contract Value on the previous day; less
  - (b) Any Withdrawal Amount since the previous day; less
  - (c) any taxes assessed to the Contract Value since the previous day; less
  - (d) rider charges, if any, since the previous day; plus
  - (e) interest credited to the Contract Value since the previous day.

The Table of Guaranteed Values on page 3C shows the minimum Contract Values and the Minimum Guaranteed Contract Withdrawal Values that We guarantee. Actual Contract Values could be greater if We pay or credit interest in excess of the rates guaranteed.

In case of a withdrawal, interest will be credited on the portion withdrawn up to the withdrawal date.

**INTEREST DURING THE ACCUMULATION PERIOD** – Interest is credited to your account daily. All interest rates quoted are effective annual interest rates. These are the rates that result after interest has compounded daily for a full year.

We credit interest as follows:

1. Interest is initially credited to the Contract Value according to the rate(s) shown in the Interest Rates section of the Contract Data Page for the Initial Interest Guarantee Term.
2. The Annual Interest Rate for each Contract Year after the Initial Interest Guarantee Term will be declared in advance by Us and will be guaranteed for one Contract Year.
3. The interest rate will never be less than the guaranteed interest rates shown on the Contract Data Page.

We guarantee that prior to the selection of an Annuity Option, your annuity will always earn at least the guaranteed minimum interest rate set forth in the Interest Rates section of the Contract Data Page.

### **MINIMUM GUARANTEED CONTRACT WITHDRAWAL VALUE (MGCWV)**

The MGCWV is calculated as follows:

1. On the Issue Date the MGCWV equals the Annuity Deposit, less any applicable premium tax, multiplied by {eighty seven and one half percent (87.50%)}
2. On any day thereafter, the MGCWV equals:
  - (a) the MGCWV on the previous day; less
  - (b) Withdrawal Proceeds paid since the previous day; less
  - (c) Rider Charges since the previous day; plus
  - (d) interest credited to the MGCWV at the Minimum Guaranteed Contract Withdrawal Value Interest Rate.

The Minimum Guaranteed Contract Withdrawal Value Interest Rate is shown on the Contract Data Page. The MGCWV will never be less than zero.

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## DEATH BENEFIT PROVISIONS

**DEATH OF OWNER DURING THE ACCUMULATION PERIOD** - During the Accumulation Period, the death benefit will be paid to the Beneficiary upon Your death, or upon the first death of a Joint Owner.

**DEATH BENEFIT AMOUNT DURING THE ACCUMULATION PERIOD** – If an Owner dies during the Accumulation Period, the Death Benefit is specified on the Contract Data Pages and is determined as of the date on which We have received both due proof of death and an election for the payment method. Until distributed, the Death Benefit will receive interest as required by the state in which this Contract is issued. If the Contract is continued by a surviving spouse as set forth below, the Contract Value will continue in the Accumulation Period according to the terms of the Contract.

**DEATH BENEFIT OPTIONS DURING THE ACCUMULATION PERIOD** - A Beneficiary must elect the death benefit to be paid under one of the options below (unless the Owner has previously made such election) if an Owner dies during the Accumulation Period. If the Beneficiary is the spouse of the Owner, he or she may elect to continue the Contract in his or her own name and exercise all the Owner's rights under the Contract. The death benefit options available under the Contract are:

**Option 1** - lump sum payment of the death benefit; or

**Option 2** - the payment of the entire death benefit within five years of the date of the death of the Owner; or

**Option 3** - payment of the death benefit under an Annuity Option over the lifetime of the Beneficiary or over a period not extending beyond the life expectancy of the Beneficiary with distribution beginning within one year of the date of death of the Owner.

Any portion of the death benefit not applied under Option 3 within one year of the date of the Owner's or Joint Owner's death must be distributed within five years of the date of death.

If a lump sum payment is requested, the amount will be paid within seven days of receipt of proof of death and the election.

Payment to the Beneficiary, other than in a lump sum, may only be elected within the sixty day period after receipt of proof of death.

**DEATH OF OWNER DURING THE ANNUITIZATION PERIOD** - If the Owner, who is not the Annuitant, dies during the Annuitization Period, any remaining payments under the Annuity Option elected will continue at least as rapidly as under the method of distribution in effect at the time of the Owner's death. If the Owner dies during the Annuitization Period, the Beneficiary becomes the Owner.

**DEATH OF ANNUITANT** - If an Annuitant who is not an Owner dies during the Accumulation Period, the Owner becomes the Annuitant. The Owner may select a different Annuitant. Any new Annuitant designation will be subject to the Company's underwriting rules then in effect. If the Owner is a non-natural person, the death of the primary Annuitant will be treated as the death of the Owner.

Upon the death of the Annuitant during the Annuitization Period, the death benefit will be as specified in the Annuity Option elected. Death benefits will be paid at least as rapidly as under the method of distribution in effect at the Annuitant's death.

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## DEATH BENEFIT PROVISIONS (continued)

**PAYMENT OF DEATH BENEFIT** - We will require proof of death before any death benefit is paid. Proof of death will be:

1. a certified death certificate; or
2. any other proof satisfactory to Us.

Any death benefit will be paid in accordance with applicable law. This Contract will be continued and administered in accordance with Section 72(s) of the Internal Revenue Code, as amended.

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## WITHDRAWAL PROVISIONS

**WITHDRAWALS** - You have the right to withdraw part or all of your Contract Value prior to the Annuity Date.

A Withdrawal Amount must be at least the Minimum Withdrawal Amount shown on the Contract Data Page. If the withdrawal reduces the Contract Value below the amount of the Minimum Contract Value After Withdrawal as shown on the Contract Data Page, We may treat the request as a withdrawal of the entire Contract Value.

**WITHDRAWAL PROCEEDS** - Withdrawal Proceeds is the amount payable to You when You take a Withdrawal, after taking into consideration any Withdrawal Charges and any applicable Market Value Adjustment.

**WITHDRAWAL AMOUNT** - The Withdrawal Amount is the amount deducted from the Contract Value, including any Withdrawal Proceeds, Withdrawal Charges and applicable Market Value Adjustments.

Amounts withdrawn prior to the end of the Withdrawal Charge Period may be subject to a Withdrawal Charge and any applicable Market Value Adjustment. Any Withdrawal Charge and applicable Market Value Adjustment will be deducted from the remaining Contract Value. If the remaining Contract Value is less than the Withdrawal Charge and any applicable Market Value Adjustment, the Withdrawal Charge and applicable Market Value Adjustment will be deducted from the Withdrawal Proceeds.

**WITHDRAWAL CHARGE** - Cumulative withdrawals in any Contract Year that exceed any applicable Free Withdrawal Amount may be assessed a Withdrawal Charge. The Withdrawal Charge is equal to the percentage(s) shown on the Contract Data Page times the portion of the Withdrawal Amount subject to the Withdrawal Charge. We will not charge a Withdrawal Charge on Annuity Options beginning after the fifth Contract Anniversary.

**FREE WITHDRAWAL AMOUNT** – If Your Contract is issued for use as an IRA or under an Employer Sponsored Plan, distributions required under the Required Minimum Distribution rules imposed by the Internal Revenue Code of 1986 will be free from any Withdrawal Charges. In the event a Contract's entire Contract Value is withdrawn in a Contract Year where a Free Withdrawal Amount is made, the Withdrawal Charge and any applicable Market Value Adjustment will also be applied to any Free Withdrawal Amounts occurring in that Contract Year.

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## ANNUITY PROVISIONS

**MATURITY DATE** - The Maturity Date of the Contract is the Contract Anniversary following the Owner's or the oldest Joint Owner's 100th birthday (or the Annuitant's or oldest Joint Annuitant's 100th birthday if the Owner is a non-natural person). The Maturity Date is shown on the Contract Data Page. This is the latest permitted Annuity Date.

**ANNUITY DATE** – The Annuity Date is shown on the Contract Data Page. You may select to set Your Annuity Date and commence Annuity Payments under an elected Annuity Option after the first Contract Year. Prior to the Annuity Date, you may change the Annuity Date upon thirty days prior Notice to Us. The Annuity Date must be the first day of a month and may not be later than the Contract Anniversary following the Owner's or the oldest Joint Owner's 100<sup>th</sup> birthday.

**ELECTION OF ANNUITY OPTIONS** – You may select Your Annuity Option. If no Annuity Option is selected, We will apply Option 2 – Life Annuity with Ten Years of Annuity Payments Guaranteed on the Maturity Date. Upon thirty days Notice prior to the Annuity Date, You may change the Annuity Option. Once payments begin under an elected Annuity Option, that option is irrevocable and the Contract has no other value that can be surrendered, loaned, commuted or withdrawn.

**ANNUITY OPTIONS** – You may select one of the following Annuity Options, or any other Annuity Option acceptable to You and Us:

**Option 1 – Life Annuity** – We will make Annuity Payments during the lifetime of the annuitant and terminating with the last payment due prior to the Annuitant's death.

**Option 2 – Life Annuity with 10 Years of Annuity Payments Guaranteed** – We will make Annuity Payments during the lifetime of the Annuitant with a guarantee that if at the Annuitant's death We have made less than 10 years of Annuity Payments, We will continue Annuity Payments for the remainder of the guaranteed period.

**Option 3 – Life Annuity with 20 Years of Annuity Payments Guaranteed** – We will make Annuity Payments during the lifetime of the Annuitant with a guarantee that if at the Annuitant's death We have made less than 20 years of Annuity Payments, We will continue Annuity Payments for the remainder of the guaranteed period.

**Option 4 – Joint and Last Survivor Annuity** – We will make Annuity Payments during the lifetime of the Annuitant and the Joint Annuitant. Upon the death of either the Annuitant or Joint Annuitant, Annuity Payments will continue to be paid during the remaining lifetime of the survivor. Annuity Payments cease with the final Annuity Payment due prior to the last survivor's death.

**Option 5 – Joint and Last Survivor Annuity with 10 Years of Annuity Payments Guaranteed** – We will make Annuity Payments during the joint lifetime of the Annuitant and the Joint Annuitant. Annuity Payments will continue to be paid during the remaining lifetime of the survivor. If at the last death of the Annuitant and the Joint Annuitant, We have made less than 10 years of Annuity Payments, We will continue to make Annuity Payments for the remainder of the guaranteed period.

**Option 6 – Guaranteed Payment Period** – We will make payments for a guaranteed payment period of 10 to 30 years. The payments do not depend on the Annuitant's life.

**ANNUITY PAYMENTS** – The Annuity Tables that follow contain guaranteed monthly Annuity Payment amounts per \$1,000 of Contract Withdrawal Value. Annuity Payments are based on the Annuitant's Attained Age and sex and the Annuity Option elected. Unless another payee is designated, You will be the payee of the Annuity Payments.

The Contract Withdrawal Value will be applied to the applicable Annuity Option Table to determine Your first Annuity Payment. The Contract Withdrawal Value is determined no more than five days prior to the Annuity Date. For Attained Ages, combinations of sex, guaranteed payment periods, payment frequencies, and interest rates not shown in these tables, Annuity Payment factors will be calculated in a manner consistent with these Annuity Option Tables.

## ANNUITY PROVISIONS (continued)

**FREQUENCY AND AMOUNT OF ANNUITY PAYMENTS** – Annuity Payments will be paid as monthly installments or at any frequency acceptable to You and Us. If Contract Withdrawal Value to be applied under an Annuity Option is less than \$5,000, We reserve the right to make one lump sum payment instead of Annuity Payments. If the amount of any Annuity Payment would be less than \$100, We may reduce the frequency of payments to an interval which will result in each payment being at least \$100.

**BASIS OF PAYMENTS** – The Annuity Tables are based on the Annuity 2000 Mortality Table with Improvement Table G at 1.00% interest, compounded annually.

### Annuity Options 1, 2, and 3

Monthly Income Payment for each \$1,000 of Contract Withdrawal Value applied

Annuitant's Attained Age	Life Annuity		Life Annuity with 10 Years of Annuity Payments Guaranteed		Life Annuity with 20 Years of Annuity Payments Guaranteed	
	Male	Female	Male	Female	Male	Female
65	\$3.95	\$3.53	\$3.87	\$3.49	\$3.56	\$3.33
66	\$4.09	\$3.65	\$3.99	\$3.60	\$3.64	\$3.42
67	\$4.24	\$3.77	\$4.12	\$3.72	\$3.72	\$3.50
68	\$4.40	\$3.90	\$4.26	\$3.84	\$3.79	\$3.58
69	\$4.57	\$4.05	\$4.40	\$3.97	\$3.87	\$3.67
70	\$4.75	\$4.20	\$4.55	\$4.11	\$3.94	\$3.75
71	\$4.94	\$4.36	\$4.70	\$4.26	\$4.01	\$3.84
72	\$5.14	\$4.54	\$4.86	\$4.41	\$4.08	\$3.92
73	\$5.36	\$4.74	\$5.03	\$4.57	\$4.15	\$4.00
74	\$5.59	\$4.94	\$5.20	\$4.75	\$4.21	\$4.08
75	\$5.84	\$5.17	\$5.38	\$4.93	\$4.26	\$4.15
76	\$6.11	\$5.41	\$5.57	\$5.12	\$4.32	\$4.22
77	\$6.39	\$5.67	\$6.76	\$5.31	\$4.36	\$4.28
78	\$6.70	\$5.95	\$5.95	\$5.52	\$4.41	\$4.34
79	\$7.03	\$6.26	\$6.14	\$5.73	\$4.45	\$4.39
80	\$7.38	\$6.59	\$6.34	\$5.94	\$4.48	\$4.44

### Annuity Option 4 Joint and Survivor Annuity

Monthly Income Payment for each \$1,000 of Contract Withdrawal Value applied

Male Annuitant's Attained Age	Female Annuitant's Attained Age			
	60	65	70	75
60	\$2.71	\$2.89	\$3.05	\$3.17
65	\$2.83	\$3.08	\$3.33	\$3.54
70	\$2.91	\$3.24	\$3.60	\$3.94
75	\$2.97	\$3.36	\$3.81	\$4.31

**Annuity Option 5**  
**Joint and Survivor Annuity with 10 Years of Annuity Payments Guaranteed**

Monthly Income Payment for each \$1,000 of Contract Withdrawal Value applied

Male Annuitant's Attained Age	Female Annuitant's Attained Age			
	60	65	70	75
60	\$2.71	\$2.89	\$3.05	\$3.17
65	\$2.82	\$3.08	\$3.33	\$3.54
70	\$2.91	\$3.24	\$3.59	\$3.92
75	\$2.96	\$3.35	\$3.80	\$4.28

**Annuity Option 6**  
**Guaranteed Payment Period**

Monthly Income Payment for each \$1,000 of Contract Withdrawal Value applied

Guaranteed Payment Period (Years)	Monthly Payment	Guaranteed Payment Period (Years)	Monthly Payment	Guaranteed Payment Period (Years)	Monthly Payment
10	\$8.75	17	\$5.32	24	\$3.09
11	\$7.99	18	\$5.05	25	\$3.76
12	\$7.36	19	\$4.81	26	\$3.63
13	\$6.83	20	\$4.59	27	\$3.51
14	\$6.37	21	\$4.39	28	\$3.40
15	\$5.97	22	\$4.21	29	\$3.30
16	\$5.63	23	\$4.05	30	\$3.21

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## 10% FREE WITHDRAWAL ENDORSEMENT

This 10% Free Withdrawal Endorsement (hereafter "Endorsement") is made a part of the Contract or Certificate (hereafter "Contract") to which it is attached and is effective on the date the Contract is issued. Terms used in this Endorsement shall have the same meanings as are set forth in the Contract to which this Endorsement is attached unless otherwise defined in this Endorsement. In case of a conflict between the terms of this Endorsement and the terms of the Contract, the terms of this Endorsement will control.

There is no additional charge for this Endorsement.

### 10% FREE WITHDRAWAL

During the Free Withdrawal Availability Period shown on the Contact Data Page and prior to the Annuity Date, You may annually withdraw a portion of the Contract Value that is free of Withdrawal Charges and any applicable Market Value Adjustment. The Free Withdrawal Amount for any Contract Year is equal to 10% of the Contract Value on the prior Contract Anniversary. Any unused portion of the Free Withdrawal Amount cannot be accumulated from year to year. In the event a Contract's entire Contract Value is withdrawn in a Contract Year where a free withdrawal is made, the Withdrawal Charge and any applicable Market Value Adjustment will also be applied to any Free Withdrawal Amounts occurring in that Contract Year. Withdrawals made pursuant to a systematic withdrawal plan may be made more frequently than once per Contract Year and will be treated as a Free Withdrawal Amount, provided that the total annual amount withdrawn does not exceed the 10% limitation described above.

If Your Contract is issued for use as an IRA or under an Employer Sponsored Plan, distributions required under the Required Minimum Distribution rules imposed by the Internal Revenue Code of 1986, if greater than 10%, will be free from any Withdrawal Charges.

*Sample Case*

President  
Forethought Life Insurance Company

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## MARKET VALUE ADJUSTMENT ENDORSEMENT

This Market Value Adjustment Endorsement (hereafter "Endorsement") is made a part of the Contract or Certificate (hereafter "Contract") to which it is attached and is effective on the date the Contract is issued. Terms used in this Endorsement shall have the same meanings as are set forth in the Contract to which this Endorsement is attached unless otherwise defined in this Endorsement. In case of a conflict between the terms of this Endorsement and the terms of the Contract, the terms of this Endorsement will control.

There is no additional charge for this Endorsement.

This Endorsement adds a Market Value Adjustment provision to the Contract.

### MARKET VALUE ADJUSTMENT PROVISION

Any amounts that are assessed a Withdrawal Charge will also be subject to a Market Value Adjustment (MVA). The MVA may be positive or negative. The MVA will not be applied to Death Benefit Proceeds or an Annuity Option unless a Withdrawal Charge is applied.

The Market Value Adjustment amount is the Market Value Adjustment Percentage multiplied by that portion of the Withdrawal Amount that is assessed a Withdrawal Charge.

The Market Value Adjustment Percentage equals A multiplied by (B minus C), multiplied by (N/12) where:

(A) = the Market Value Adjustment Percentage Factor shown on the Contract Data Page.

(B) = an effective annual interest rate equal to the Total Composite Yield-to-Worst of the Dow Jones Corporate Bond Index on the last business day before the withdrawal date.

(C) = an effective annual interest rate equal to the Total Composite Yield-to-Worst of the Dow Jones Corporate Bond Index on the last business day before the date the Contract was issued.

N = number of complete months remaining in the Withdrawal Charge Period.

The Market Value Adjustment Percentage shall be determined so that a withdrawal of all Contract Value would not result in a decrease of the Contract Withdrawal Value below the Minimum Guaranteed Contract Withdrawal Value.

If the Market Value Adjustment Percentage results in an increase of the Contract Withdrawal Value, the percentage added may not exceed the maximum Market Value Adjustment Percentage that could have been deducted if the MVA had resulted in a decrease of the Contract Withdrawal Value, as limited in the preceding paragraph.

The Dow Jones Corporate Bond Index Composite Yield is published daily in the Wall Street Journal. The Yield-to-Worst Rate of the Total Composite Index is used in the above formula. If this Index is discontinued or if the calculation of the Index is substantially changed, We will substitute an alternative Index, as approved by the Insurance Department of the state in which this Contract is issued, and notify You in writing.

*Sample Case*

President  
Forethought Life Insurance Company

## Rider for Long-Term Care Benefits

Home Office: [One Forethought Center  
P.O. Box 245  
Batesville, IN 47006-0246]

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This Rider for Long-Term Care Benefits is added to and made a part of the Contract to which it is attached. This Rider provides monthly insurance benefits for Qualified Long-Term Care Services in the event an Insured becomes a Chronically Ill Individual. These Long-Term Care Benefits reduce the Contract Value without Withdrawal Charges or Market Value Adjustments. This Rider is subject to all of the terms, conditions and definitions of the Contract unless stated otherwise in this Rider. **PLEASE READ THIS RIDER CAREFULLY.**

**LONG-TERM CARE BENEFITS WILL NOT BE PROVIDED UNDER THIS RIDER UNTIL THE WAITING PERIOD, IF ANY, SHOWN ON THE CONTRACT DATA PAGE FOR THIS RIDER, IS SATISFIED.**

**TAXATION.** This Rider is intended to be federally tax-Qualified Long-Term Care Insurance under section 7702B of the Internal Revenue Code of 1986, as amended (herein referred to as the "Code").

We consider Rider Charges for this Rider that are deducted from the Contract, to be charges paid for tax-Qualified Long-Term Care Insurance, which are excluded from gross income under section 72(e)(11) of the Code. We also consider the benefits paid under this Rider to be benefits payable from tax-Qualified Long-Term Care Insurance that generally should be excludable from gross income. **TAX TREATMENT OF LONG-TERM CARE COVERAGE MAY CHANGE, AND YOU SHOULD ALWAYS CONSULT AND RELY ON THE ADVICE OF A QUALIFIED TAX ADVISOR.**

**CONFORMITY WITH INTERNAL REVENUE CODE.** If on its Issue Date, this Rider does not comply with the requirements of the Code, it will be construed or treated as if it had been changed to comply with those requirements. Because this Rider is non-cancellable, We will inform the Owner in writing of any such required change in the provisions of this Rider. The Owner will be given the choice of accepting the change or retaining this Rider without the change.

**RIGHT TO EXAMINE AND RETURN THIS RIDER.** If the Owner is not satisfied with this Rider for any reason, the Owner may cancel it within 30 days after the Owner receives it by notifying Us in writing and returning this Rider to Us. Immediately upon Our receipt of the Owner's cancellation notice request, this Rider will be deemed void from the beginning, and We will credit any deducted Rider Charges or premiums for this Rider to the Contract Value of the Contract.

**NOTICE TO OWNER:** This Rider may not cover all of the costs associated with long-term care which may be incurred by an Insured during the period of coverage. The Owner is advised to review carefully all limitations in the Contract and this Rider.

**THIS RIDER IS NOT MEDICARE SUPPLEMENT COVERAGE.** If an Insured is eligible for Medicare, review the Guide to Health Insurance for People with Medicare available from Us.

**CAUTION:** The issuance of this Rider is based upon the responses to the questions on the Application. A copy of the Application is enclosed or was retained by the Owner when the Owner applied for this Rider. If any answers are incorrect or untrue, We have the right to deny benefits or rescind this Rider. The best time to clear up any questions is now, before a claim arises! If, for any reason, any answers are incorrect, contact Us at the above address.

**RENEWABILITY:** This Rider is non-cancellable. This means that We may not, on Our own, cancel or reduce coverage provided by this Rider, and We may not change the Rider Charge for Long-Term Care Benefits per Dollar of Contract Value for this Rider. Subject to the Rider Termination provision, this Rider will remain in force for as long as the Contract remains in force and the required charges for this Rider are paid.

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## DEFINITIONS

When the following words are used in this Rider, they have the meaning stated. Some words in this Rider are defined within the Contract or the provisions in which they appear in this Rider.

**Accelerated Benefits** – Monthly Benefit Payments for Qualified Long-Term Care Services that reduce Your Contract Value under the terms of this Rider.

**Accelerated Benefit Period** – The period over which benefits for Qualified Long-Term Care Services are paid as Accelerated Benefits of the Contract Value.

**Activities of Daily Living (ADLs)** – The following functions:

1. **Bathing:** Washing oneself by sponge bath; or in either a tub or shower, including the task of getting into or out of the tub or shower.
2. **Continence:** The ability to maintain control of bowel and bladder function; or, when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene including caring for catheter or colostomy bag.
3. **Dressing:** Putting on and taking off all items of clothing and any necessary braces, fasteners or artificial limbs.
4. **Eating:** Feeding oneself by getting food into the body from a receptacle (such as a plate, cup, table), or by feeding tube or intravenously.
5. **Toileting:** Getting to and from the toilet, getting on and off the toilet, and performing associated personal hygiene.
6. **Transferring:** Moving into or out of a bed, chair or wheelchair.

**Application** – The applications for the Contract and this Rider.

**Beneficiary** – The person(s) named as Beneficiary in the Contract to which this Rider is attached.

**Chronically Ill Individual** – A person who has been certified by a Licensed Health Care Practitioner within the preceding 12 months as:

1. Being unable to perform, without Substantial Assistance from another individual, at least two Activities of Daily Living for a period of at least 90 days due to a loss of functional capacity; or
2. Requiring Substantial Supervision to protect the person from threats to health and safety due to Severe Cognitive Impairment.

**Contract** – The annuity contract to which this Rider is attached.

**Contract Month** – A one-month period starting on the same day of each calendar month as the Issue Date of the Contract.

**Contract Value** – Contract Value has the same meaning as defined in the Contract.

**Elimination Period** – The days of care, as specified for each type of Covered Service, that an Insured must be a Chronically Ill Individual and must be receiving any Qualified Long-Term Care Services other than Respite Care Services, before We will pay Long-Term Care Benefits under this Rider for the specified type of Covered Service for that Insured. The Elimination Period, if any, for each type of Covered Service is shown on the Contract Data Page for this Rider. Refer to the LONG-TERM CARE BENEFIT PROVISIONS section for more details.

**Extended Benefits** - Monthly Benefit Payments for Qualified Long-Term Care Services during the Extended Benefit Period. Extended Benefits are not available for surrender, death benefit or annuitization.

**Extended Benefit Period** – This Rider is considered to be in the Extended Benefit Period any time Long-Term Care Benefits are payable after the Accelerated Benefit Period ends. There can be only one Extended Benefit Period, though it may stop and start due to recovery and subsequent claim.

**Grantor Trust** – A domestic trust of which the grantor will be treated as the Owner pursuant to Section 671 of the Code.

**Home** – An Insured's primary place of residence used principally for independent residential living. This could be: (a) a house; (b) a condominium; (c) an apartment; (d) a unit in a congregate care community; or (e) similar residential environment. An Insured's Home does not include a hospital, Nursing Home Facility or Assisted Living Facility.

**Immediate Family** – Means an Insured's Spouse, and the following relatives of an Insured and an Insured's Spouse: (a) parent; (b) grandparent; (c) child; (d) grandchild; (e) sibling; (f) aunt or uncle; (g) first cousin; (h) nephew or niece. This includes adopted, in-law and step-relatives. For the purposes of this Rider, "Spouse" refers to a legal spouse as defined for federal tax purposes.

**Insured** – The person or persons named as an Insured on the Contract Data Page for this Rider as of the Issue Date of this Rider.

**Lapse** – The termination of this Rider due to non-payment of Rider Charges during the Accumulation Period of the Contract, and prior to the end of the Accelerated Benefit Period.

**Licensed Health Care Practitioner** – Any of the following who is not a member of an Insured's Immediate Family:

1. A physician as defined in Section 1861(r)(1) of the Social Security Act;
2. A registered professional Nurse;
3. A licensed social worker; or
4. Any other individual who meets such requirements as may be prescribed by the Secretary of the Treasury.

**Long-Term Care Benefits** – The benefits payable under this Rider for Qualified Long-Term Care Services as described under Covered Services in the LONG-TERM CARE BENEFIT PROVISIONS section.

**Maintenance or Personal Care Services** – Any care the primary purpose of which is the provision of needed assistance with any of the disabilities as a result of which an Insured is a Chronically Ill Individual, including protection from threats to health and safety due to Severe Cognitive Impairment.

**Medicare** – The Health Insurance for the Aged Act, Title XVIII of the Social Security Act.

**Maximum Extended Benefits Amount** – The maximum amount payable under the Extended Benefits provision. This amount is paid as Monthly Benefit Payments.

**Monthly Benefit Payment** – The actual amount payable for Qualified Long-Term Care Services under this Rider per Insured for a given month.

**Nurse** – Someone who is licensed as a Registered Nurse (RN), Licensed Practical Nurse (LPN), or Licensed Vocational Nurse (LVN), and is operating within the scope of that license.

**Owner** – The person named as owner in the Contract to which this Rider is attached.

**Qualified Long-Term Care Services** – The necessary diagnostic, preventative, therapeutic, curative, treatment, mitigation, and rehabilitative services, and Maintenance or Personal Care Services, which are: (1) required by a Chronically Ill Individual; and (2) provided pursuant to a written Plan of Care prescribed by a Licensed Health Care Practitioner.

**Severe Cognitive Impairment** – A loss or deterioration in intellectual capacity or judgment which requires Substantial Supervision to protect an Insured and is measurable by clinical evidence and standardized tests that reliably evaluate: (1) short and long-term memory; (2) orientation as to person (the Insured knows who he or she is), place (the Insured knows where he or she is), and time (the Insured knows day, date, and year); (3) deductive or abstract reasoning; and (4) judgment as it relates to safety awareness.

**Spouse** – A legal spouse as defined for Federal tax purposes.

**Substantial Assistance** - Is either:

1. **Hands-on Assistance**, which is the physical assistance of another person without which an Insured would be unable to perform the Activity of Daily Living; or
2. **Standby Assistance**, which is the presence of another person within arm's reach of an Insured that is necessary to prevent, by physical intervention, injury to the Insured while he or she is performing the Activity of Daily Living.

**Substantial Supervision** – Continual supervision (which may include verbal cueing, prompting, gestures, or other demonstrations) by another nearby person that is necessary to protect the severely cognitively impaired individual from threats to his or her health or safety (such as may result from wandering).

**Waiting Period** – The period of time that this Rider must be in force before any Long-Term Care Benefits become payable under this Rider. The Waiting Period, if any, is shown on the Contract Data Page for this Rider.

**We, Us, Our, Company** – Forethought Life Insurance Company.

**You or Your** – The Owner of the Contract. The Owner is shown on the Contract Data Page.

## RIDER SUMMARY

The following paragraphs in this section are a summary of the primary benefits provided by this Rider. Please read and review the entire Rider for Long-Term Care Benefits to fully understand the Long-Term Care Benefits available and all limitations and exclusions.

- This Rider provides for the monthly payment of Long-Term Care Benefits upon an Insured's receipt of Qualified Long-Term Care Services, subject to the applicable Elimination Period and Waiting Period, if any, while he or she is a Chronically Ill Individual. The Maximum Monthly Benefit is generally Your Contract Value at the time Long-Term Care Benefits begin for the claim, divided by the Scheduled Accelerated Benefit Period as shown on the Contract Data Page of this Rider.
- During a period of claim, Monthly Benefit Payments are provided by this Rider up to the Maximum Monthly Benefit for the reimbursement of expenses for Qualified Long-Term Care Services incurred by an Insured. While an Insured is on claim, the Monthly Benefit Payments may continue until the full amount of Your Contract Value and all of the Maximum Extended Benefits Amount has been paid out to the Owner. Monthly Benefit Payments are provided according to the Accelerated Benefits provision and the Extended Benefits provision.
- During a period of claim, Accelerated Benefits are payments of Long-Term Care Benefits to You that reduce Your Contract Value, free of Withdrawal Charges and Market Value Adjustments, during the Accelerated Benefit Period. Your Contract Value could be reduced to zero (0) as a result of the Accelerated Benefits having been fully paid. If an Insured continues to meet the eligibility for Long-Term Care Benefits under this Rider, Monthly Benefit Payments will continue to be provided up to the Maximum Monthly Benefit as Extended Benefits. Extended Benefits are payments of Long-Term Care Benefits to You by the Company during the Extended Benefit Period. Long-Term Care Benefits will cease once the Maximum Extended Benefits Amount payable under this Rider has been paid to You.

This Rider is made part of the Contract to which it is attached. Except as stated in this Rider, this Rider is subject to all the terms, provisions and conditions of the Contract.

## RIDER CONSIDERATIONS AND PERIOD OF COVERAGE

**Consideration** – This Rider is issued in consideration of the Application.

**Rider Effective Date** – This Rider is effective on the Rider Issue Date shown on the Contract Data Page for this Rider.

**Insured(s)** - If the Owner is a living person, the Insured(s) must be the Owner or the Spouse of the Owner. If the Owner is not a living person, then the Owner must be a Grantor Trust and the Insured(s) must be the grantor or the Spouse of the grantor. If an Insured is not an Owner and is the Spouse of an Owner, then that Insured must be the sole primary Beneficiary. If the Owner is not a living person, an Insured must be the Annuitant or the Spouse of the Annuitant. The Insured(s) cannot be changed.

This Rider provides coverage for the Insured only and is not transferable.

**Owner** - This Rider can only be attached to a Contract where the Owner is:

1. A living person;
2. Two living persons who are Spouses as defined for federal income tax purposes; or
3. A Grantor Trust.

**Rider Charges** – While this Rider is in effect, Rider Charges for this Rider will be deducted from the Contract Value. The Rider Charge for any Contract Month will be equal to the Contract Value at the beginning of the Contract Month multiplied by a rate per dollar of Contract Value that is shown on the Contract Data Page for this Rider. The Rider Charge for Long-Term Care Benefits per Dollar of Contract

Value will not be changed while this Rider is in force. The Rider Charges will be waived per the terms of the WAIVER OF RIDER CHARGES BENEFIT section.

During the Rider Charge Cap Period specified on the Contract Data Page, the Rider Charges will be determined so that each ending Contract Month's Contract Value will not decrease, as a result of this charge, below the prior ending Contract Month's Contract Value reduced by that month's Withdrawals, if any.

**Rider Termination** – This Rider may be terminated within the 30-day period following a Contract Anniversary by a written request from the Owner.

This Rider will remain in force until it terminates on the earliest of:

1. The date the requirements specified for Insured(s) are no longer met;
2. The date the Owner is changed, except where such ownership change (a) results from a divorce settlement and after the change the sole Owner is the Insured, or (b) results from a death of one of the joint Owners and after such death the surviving Spouse becomes the sole Owner of the Contract;
3. The date the Contract is surrendered;
4. The date of death of the last surviving Insured;
5. The date the Owner requests to terminate this Rider;
6. The Annuity Date selected by the Owner, if elected prior to the Maturity Date;
7. The Maturity Date, except as provided for under the BENEFITS AFTER MATURITY DATE section; or
8. The date maximum Long-Term Care Benefits available under this Rider have been paid.

Upon termination of this Rider, Rider Charges will no longer be assessed, and no further Long-Term Care Benefits will be paid except as provided under the Extended Coverage When Rider Terminates While Confined provision.

**Extended Coverage When Rider Terminates While Confined** - If this Rider terminates due to Lapse while an Insured is confined in a Nursing Home Facility or Assisted Living Facility, that Insured will continue to be eligible for Long-Term Care Benefits until the earliest of:

1. The date that Insured's continuous confinement in such a facility ceases;
2. The date Long-Term Care Benefits under this Rider are reduced to zero; or
3. The date that Insured ceases to meet the requirements provided in the ELIGIBILITY AND CONDITIONS FOR BENEFITS section.

Payment of Long-Term Care Benefits under this provision is subject to the Waiting Period, if any, and any applicable Elimination Period and all other applicable provisions of this Rider and the Contract. Each such benefit payment under this provision will reduce the Contract Value.

## LONG-TERM CARE BENEFIT PROVISIONS

### COVERED SERVICES

Long-Term Care Benefits are payable under this Rider for Home Health Care Services, Nursing Home Facility Services, Assisted Living Facility Services, Respite Care Services, and Bed Reservation Services. Coverage for these services will be subject to the Waiting Period, if any, and any applicable Elimination Period for the particular Covered Service as shown in the Contract Data Page for this Rider.

### HOME HEALTH CARE SERVICES BENEFIT

We will pay for expenses an Insured incurs for the following Covered Services to the extent that they are Qualified Long-Term Care Services: Home Care Services, Adult Day Care Services, Nurse and Therapist Services, Home Health Aide and Personal Care Services, Homemaker Services, Chore Services, and Hospice Care.

These services must be:

1. Provided in the Insured's Home, unless they are Adult Day Care Services or Hospice Care;
2. Necessary to enable the Insured to continue to stay safely at Home, unless the services are in a facility providing Hospice Care;
3. Necessary because the Insured alone is not able to perform the supported functions due to the Insured being a Chronically Ill Individual;
4. Consistent with the needs addressed in the Insured's Plan of Care; and
5. Provided in the United States, and its territories and possessions.

Providers of these services do not need to be affiliated with a home health care agency.

This Home Health Care Services benefit will not be payable at the same time as any Long-Term Care Benefits for confinement in a Nursing Home Facility, or Assisted Living Facility.

**Home Care Services** – These services consist of skilled nursing or other professional services in the residence of an Insured, including, but not limited to: (1) part-time and intermittent skilled nursing services; (2) home health aide services; (3) physical therapy; (4) occupational therapy; (5) speech therapy and audiology services; and (6) medical social services by a social worker.

Home Care Services can be provided by, but are not limited to a home health agency or an independent home health care provider. Such agency or provider must be licensed or certified to operate as such an agency or provider in the state in which the services are provided.

**Adult Day Care Services** – These services provide Adult Day Care, for only part of the day, in an Adult Day Care Facility. Adult Day Care is a program of social and health related services for six or more individuals during the day in a community setting for the purpose of supporting frail, impaired, elderly or other disabled adults who can benefit from care in a group setting outside of the Home.

The Adult Day Care Facility must be licensed, registered or certified to provide a planned program of Adult Day Care Services by the state in which it operates. If the state does not license, register or certify such facilities, then the facility must be operated pursuant to law and meet all of the following standards:

1. It provides Adult Day Care Services in a protective setting and under appropriate supervision, including personal, social, and related supportive services that are designed to meet the needs of functionally or cognitively impaired adults through an individualized service plan;

2. It operates on less than a 24 hour basis;
3. It keeps written record of services for each person; and
4. It has established procedures for obtaining appropriate aid in the event of a medical emergency.

**Chore Services** – These services provide assistance with the following light work activities: (1) minor household repairs related to an Insured's safety at Home, such as to handrails and safety rails, stairs, or floors; (2) taking out the garbage; and (3) simple cleaning tasks to remove unsafe debris or dirt in an Insured's Home. Chore Services do not include any type of residential upkeep, construction renovation or routine home preservation, such as painting, lawn or yard care, snow removal, vehicle or equipment maintenance, or similar tasks.

**Home Health Aide and Personal Care Services** – These services provide assistance with simple health care tasks, personal hygiene, managing medications, or in performing Activities of Daily Living and supervision an Insured needs when he or she has Severe Cognitive Impairment.

**Homemaker Services** – These services provide assistance with one or more of the following tasks: (1) meal planning and preparation; (2) doing laundry; and (3) doing light house cleaning such as: (a) vacuuming; (b) dry mopping; (c) dishwashing; (d) cleaning the kitchen or bath; and (e) changing soiled bedding.

**Hospice Care Services** – These services are designed to provide palliative care to an Insured, or to alleviate an Insured's physical, emotional and spiritual discomforts because the Insured has been diagnosed with a terminal disease with a life expectancy of twelve months or less to live. Hospice Care Services can be provided in an Insured's Home or a separate facility that is licensed or certified to provide Hospice Care by the state in which it is located. Coverage includes room and board provided in such a facility. Hospice Care does not include coverage for prescription drugs.

**Nurse and Therapist Services** – These services are provided in an Insured's Home by a Nurse or a licensed physical, occupational, respiratory, or speech therapist.

#### **ASSISTED LIVING FACILITY SERVICES BENEFIT**

We will pay for expenses an Insured incurs for Qualified Long-Term Care Services (including room and board, but not prescription drugs) provided by an Assisted Living Facility while the Insured is confined there as a resident inpatient. The expenses must be consistent with the level of charges normally made for other resident inpatients receiving similar care in that facility.

The Assisted Living Facility must be engaged primarily in providing ongoing care and related services to inpatients in one location and meets one of the following criteria:

1. It is licensed or accredited by the appropriate agency to provide such care, if such licensing or accreditation is required by the state in which the care is received; or
2. If licensing is not required, it is not a listed facility under Excluded Places, and meets all of the following:
  - a. It has accommodations for at least ten residents;
  - b. It provides services 24 hours a day, every day of the year;
  - c. It maintains records for all care and services provided to each resident;
  - d. It has an awake employee on duty in the facility who is trained and ready to provide its resident inpatients with scheduled and unscheduled care and services sufficient to

support needs resulting from inability to perform Activities of Daily Living or Severe Cognitive Impairment;

- e. It has an awake employee who is aware of the whereabouts of the resident inpatients;
- f. It provides, at a minimum, assistance with Bathing and Dressing;
- g. It provides three meals a day and accommodates special dietary needs;
- h. It has written formal procedures, including an agreement with a physician or Nurse, for the furnishing of medical care and services in case of an emergency; and
- i. It has the appropriate methods and procedures to provide necessary assistance to residents in managing prescribed medications.

Excluded Places: An Assisted Living Facility is NOT any of the following:

1. A clinic or hospital;
2. A sub-acute care or rehabilitation hospital or unit;
3. A place that operates primarily for the treatment of alcoholism, drug addiction, or mental illness;
4. A Nursing Home Facility;
5. An Insured's Home or place of residence used principally for independent residential living including, but not limited to, hotels, motels, retirement homes, boarding homes and adult foster care facilities; or
6. Any facility that is located outside of the United States, its territories and possessions.

If a facility has multiple licenses, certifications, purposes, or locations; a separate portion, ward, wing, unit or location thereof can qualify as an Assisted Living Facility only if it is engaged primarily in providing care that satisfies this Rider's definition of an Assisted Living Facility.

#### **RESPITE CARE SERVICES BENEFIT**

This Long-Term Care Benefit provides for short-term care that is provided to an Insured in order to relieve the person who normally provides the Insured with unpaid informal care in the Insured's Home. An Insured's Plan of Care must state:

1. The name of the unpaid caregiver for whom respite is being provided;
2. The period of respite; and
3. The Qualified Long-Term Care Services an Insured will require to replace that care normally provided by the unpaid caregiver.

When an Insured receives Respite Care Services, We will pay the following benefits:

1. The Home Health Care Services;
2. The Nursing Home Facility Services;
3. The Assisted Living Facility Services; and
4. The Bed Reservation Services.

Respite Care Services will be covered up to 30 days per Contract Year.

Respite Care Services can be received in an Insured's Home, or during a temporary stay in a Nursing Home Facility or Assisted Living Facility. It must be provided in the United States, and its territories and possessions.

This benefit is not subject to, and does not satisfy, any Elimination Period. This benefit will not be payable at the same time as any other Long-Term Care Benefit payment.

## **NURSING HOME FACILITY SERVICES BENEFIT**

We will pay for expenses an Insured incurs for Qualified Long-Term Care Services (including room and board, but not prescription drugs) provided by a Nursing Home Facility while an Insured is confined there as a resident inpatient. The expenses must be consistent with the level of charges normally made for other resident inpatients receiving similar care in that facility.

For these Long-Term Care Benefits to be payable, services must be provided in a Nursing Home Facility that:

1. Operates under the authority granted by a license issued by the federal government or the state in which it is located;
2. Is engaged primarily in providing continual 24 hours-a-day, every day nursing care to all of its residents or inpatients in accordance with the authority granted by a license issued by the federal government or the state in which it is located;
3. Provides nursing care performed by or under the direct supervision of a Registered Nurse (RN) or a physician;
4. Has a Registered Nurse or physician on duty or on call in the facility at all times; and
5. Maintains records for all care and services provided to each resident.

If a facility has multiple licenses or purposes, a separate portion, ward, wing or unit thereof can qualify as a Nursing Home Facility only if that portion, ward, wing or unit is engaged primarily in providing such nursing care in accordance with the authority granted by its license.

Excluded Places: The definition of a Nursing Home Facility does NOT include any of the following:

1. A clinic or hospital;
2. A sub-acute care or rehabilitation hospital or unit;
3. A place that operates primarily for the treatment of alcoholism, drug addiction, or mental illness;
4. An Assisted Living Facility;
5. An Insured's Home or place of residence used principally for independent residential living including, but not limited to, hotels, motels, retirement homes, boarding homes and adult foster care facilities;
6. An adult residence establishment or environment which is similar to this Rider's definition of a Nursing Home Facility; or
7. Any facility that is located outside of the United States, and its territories and possessions.

## **BED RESERVATION SERVICES BENEFIT**

This Long-Term Care Benefit provides for a reservation to hold a person's bed in a facility during a temporary absence so that the person may return to the facility. Under this benefit, We will continue to pay benefits for Qualified Long-Term Care Services under the Nursing Home Facility Services and the Assisted Living Facility Services benefits while an Insured is a Chronically Ill Individual and:

1. Is temporarily absent during a stay in a Nursing Home Facility or Assisted Living Facility; and
2. Is charged to reserve the Insured's accommodations in that facility.

The temporary absence can be for any reason. This includes, but is not limited to, a hospital stay or when an Insured spends holidays or other time with his or her family

Bed Reservation Services will be covered up to 30 days per Contract Year.

## **BENEFIT PAYMENTS**

### **Maximum Monthly Benefit -**

At the time of the first Monthly Benefit Payment made under this Rider, the Maximum Monthly Benefit will be:

1. The Contract Value at the time this Rider's Long-Term Care benefits begin for the initial claim; divided by
2. The Scheduled Accelerated Benefit Period that is shown on the Contract Data Page for this Rider.

After the first Monthly Benefit Payment is made under this Rider, the Maximum Monthly Benefit will be recalculated:

1. At the time of any Withdrawal from the Contract; and
2. At the start of any New Claim.

After a Withdrawal is made from the Contract the Maximum Monthly Benefit is changed on a pro rata basis as follows:

The Maximum Monthly Benefit is reduced by:

1. The Maximum Monthly Benefit just prior to the Withdrawal, multiplied by
2. The Withdrawal Amount resulting from the Withdrawal, divided by
3. The Contract Value just prior to the Withdrawal

Monthly Benefit Payments and deductions for Rider Charges are not Withdrawals for purposes of this Rider.

The Maximum Monthly Benefit at the start of any New Claim occurring after the end of the first period of claim for Long-Term Care Benefits under this Rider will be the greater of:

1. The Contract Value at the time the Long-Term Care Benefits begin for the New Claim, divided by the Scheduled Accelerated Benefit Period, shown on the Contract Data Page of this Rider, or
2. The Maximum Monthly Benefit last determined.

At any time the Maximum Monthly Benefit is recalculated, the Maximum Extended Benefits Amount is recalculated as the new Maximum Monthly Benefit multiplied by the Scheduled Extended Benefit Period shown on the Contract Data Page.

**Monthly Benefit Payments** – If an Insured continually meets the eligibility and conditions for payment as provided under the ELIGIBILITY AND CONDITIONS FOR BENEFITS section, Monthly Benefit Payment amounts will be paid under this Rider subject to the applicable Elimination Period shown on the Contract Data Pages for this Rider. Long-Term Care Benefit payments made under this Rider are not subject to Withdrawal Charges or Market Value Adjustments.

The actual Monthly Benefit Payment in any month will be an amount equal to:

1. The Maximum Monthly Benefit; multiplied by
2. The number of full or partial days of Qualified Long-Term Care Services received by the Insured in the month; divided by
3. The number of days in the month.

One day of receipt of Qualified Long-Term Care Services is counted as a day in which Qualified Long-Term Care Services are received, regardless of whether such services are received for a full day or for a partial day.

In no event will the Monthly Benefit Payment per Insured exceed the actual expenses incurred by that Insured for Qualified Long-Term Care Services.

Upon payment of the Monthly Benefit Payment, the Contract Value during the Accelerated Benefit Period will be reduced by that amount.

The Contract's Minimum Contract Value After Withdrawal requirement will not apply when this Rider is in effect under the Contract.

The Monthly Benefit Payment amount may be reduced upon Your request.

**Elimination Period**— An Elimination Period, if any, is specified for each type of Covered Service on the Contract Data Page. The Elimination Periods for all types of Covered Services start when an Insured begins receiving any Qualified Long-Term Care Services other than Respite Care Services and ends when the Insured has been a Chronically Ill Individual for the number of days of service indicated in the Elimination Period for the specified type of Covered Service. Days without any Covered Service do not count toward satisfaction of an Elimination Period. A full or partial day of Qualified Long-Term Care Service is counted as a day of service. Each Insured must satisfy the Elimination Period for the specified type of Covered Service before Long-Term Care Benefits under this Rider are paid for Qualified Long-Term Care Services for that type of Covered Service incurred by that Insured. The Elimination Period for each type of Covered Service may be completed consecutively or intermittently, but must be completed within a period of 270 consecutive calendar-days. The Elimination Period for each type of Covered Service needs to be satisfied only once for each Insured during the Insured's lifetime. Any days of service counted for satisfaction of the Elimination Period for a particular Covered Service other than Respite Care Services are also counted for the satisfaction of the Elimination Period for all other Covered Services,

An Elimination Period may begin during the Waiting Period, if any.

**Accelerated Benefits** – Long-Term Care Benefits payable under this Rider will be paid first under this Accelerated Benefits provision as Accelerated Benefits. Long-Term Care Benefits paid for Qualified Long-Term Care Services covered under this Rider will reduce the Contract Value during the Accelerated Benefit Period. No Withdrawal Charges or Market Value Adjustments will apply to the accelerated amount. Such Long-Term Care Benefits are subject to the Elimination Period provision, ELIGIBILITY AND CONDITIONS FOR BENEFITS section, and all other applicable provisions, terms and conditions of this Rider.

Accelerated Benefits will cease when the Contract Value is reduced to zero.

The actual period over which Accelerated Benefits are payable may exceed the Scheduled Accelerated Benefit Period since interest may be credited on the remaining portion of the Contract Value during a claim. This may also occur if actual Monthly Benefit Payments for Qualified Long-Term Care Services in a month were less than the Maximum Monthly Benefit. Conversely, the actual period over which Accelerated Benefits are payable may be less than the Scheduled Accelerated Benefit Period if joint coverage is elected and both Insureds receive Long-Term Care Benefits under this Rider at the same time. The Scheduled Accelerated Benefit Period is shown on the Contract Data Page for this Rider.

Upon each Monthly Benefit Payment, the Contract Value during the Accelerated Benefit Period will be reduced by the amount of the payment.

**Extended Benefits** - When Accelerated Benefits have been exhausted, Long-Term Care Benefits will continue to be paid under this Extended Benefits provision. Such benefits are subject to the ELIGIBILITY AND CONDITIONS FOR BENEFITS section, and all other applicable provisions, terms and conditions of this Rider.

The Maximum Extended Benefits Amount payable over the Extended Benefit Period is the Maximum Monthly Benefit at the start of the Extended Benefit Period multiplied by the Scheduled Extended Benefit Period shown on the Contract Data Page. Extended Benefits will cease when the full Maximum Extended Benefits Amount has been paid during the Extended Benefit Period, or until recovery if earlier.

The actual period over which Extended Benefits are payable may exceed the Scheduled Extended Benefit Period if actual Monthly Benefit Payments for Qualified Long-Term Care Services in a month were less than the Maximum Monthly Benefit. Conversely, the actual period over which Extended Benefits are payable may be less than the Scheduled Extended Benefit Period if joint coverage is elected and both Insureds receive Long-Term Care Benefits under this Rider at the same time. The Scheduled Extended Benefit Period is shown on the Contract Data Page for this Rider.

**Recovery of Insured** – Long-Term Care Benefit payments under this Rider for an Insured will cease when that Insured has recovered from being a Chronically Ill Individual. If cumulative Long-Term Care Benefits provided under this Rider at time of the recovery are less than maximum Long-Term Care Benefits defined for this Rider, this Rider will remain in force.

If an Insured becomes a Chronically Ill Individual again and meets the requirements of the ELIGIBILITY AND CONDITIONS FOR BENEFITS section of this Rider, Monthly Benefit Payments under this Rider will resume. It is necessary to satisfy an applicable Elimination Period only once, for each Insured, in that Insured's lifetime.

## **WAIVER OF RIDER CHARGES BENEFIT**

If, after the Waiting Period, if any, and any applicable Elimination Period is satisfied for a Covered Service, We will waive all charges for this Rider when Long-Term Care Benefits are payable for that Covered Service under the following benefits:

1. The Home Health Care Services;
2. The Assisted Living Facility Services;
3. The Nursing Home Facility Services; or
4. The Bed Reservation Services.

This waiver will begin with the first Rider Charge to be made following the date such benefits are first paid by Us. This waiver will stop when an Insured is no longer receiving Covered Services for which benefits are payable under any of the benefits listed under Covered Services. When this waiver ceases, Rider Charges will resume as otherwise scheduled.

## ELIGIBILITY AND CONDITIONS FOR BENEFITS

**ELIGIBILITY FOR THE PAYMENT OF BENEFITS** - For Long-Term Care Benefits to be payable under this Rider, the following eligibility and conditions for payment requirements must be met:

1. An Insured must be a Chronically Ill Individual;
2. We must receive a Current Eligibility Certification for this Insured. The Current Eligibility Certification is the written certification of a Licensed Health Care Practitioner acceptable to Us, made within the preceding 12-month period, that the Insured meets the requirements for being a Chronically Ill Individual.;
3. We must receive ongoing proof which demonstrates that the Qualified Long-Term Care Services this Insured receives are needed due to his or her continually being a Chronically Ill Individual. Such proof must be satisfactory to Us. The proof can be based on information from:
  - a. Care providers;
  - b. Personal physicians; or
  - c. Other Licensed Health Care Practitioners; and
4. We must receive proof that this Insured received or is receiving Qualified Long-Term Care Services and proof of the expenses incurred with respect to any Qualified Long-Term Care Services for which reimbursement is sought under this Rider;
5. The Waiting Period as stated on the Contract Data Page, if any, has elapsed since the Issue Date of this Rider

**CONDITIONS FOR PAYMENTS** - Benefits for an Insured who is a Chronically Ill Individual will be paid as reimbursement for incurred expenses for Qualified Long-Term Care Services that meet all of the following conditions:

1. An Owner must elect to claim Long-Term Care Benefits under this Rider;
2. The Qualified Long-Term Care Services are provided pursuant to a written Plan of Care prescribed by a Licensed Health Care Practitioner;
3. This Insured is receiving Qualified Long-Term Care Services during the Accelerated Benefit Period or Extended Benefit Period
4. This Insured has not exhausted any limits applicable to the specific Long-Term Care Benefits claimed;
5. This Insured satisfies the applicable Elimination Period; and
6. Except as stated in the Extended Coverage When Rider Terminates While Confined provision in the RIDER CONSIDERATIONS AND PERIOD OF COVERAGE section, the Contract and this Rider must be in force on the date this Insured receives Qualified Long-Term Care Services.

**When Rider Benefits Begin** – We will begin Monthly Benefit Payments under this Rider when:

1. The ELIGIBILITY AND CONDITIONS FOR BENEFITS section requirements are met; and
2. A claim for Long-Term Care Benefits has been approved by Us.

**Plan of Care** – As stated above, a Plan of Care for this Insured is required in order for Long-Term Care Benefits to be considered for payment under this Rider. It must be a written, individualized plan for care and support services for the Insured that:

1. Has been developed as a result of an assessment and incorporates applicable information provided by this Insured's personal physician;
2. Has been prescribed by a Licensed Health Care Practitioner;
3. Fairly, accurately and appropriately addresses this Insured's long-term care needs and support service needs; and

4. Specifies the following:
  - a. The type, frequency and duration of all services required to meet those needs;
  - b. The providers appropriate to furnish those services; and
  - c. An estimate of the cost of such services.

We reserve the right to discuss the Plan of Care with the Licensed Health Care Practitioner. We may also verify that the Plan of Care is appropriate and consistent with generally accepted standards of care for a Chronically Ill Individual. The Plan of Care is to be updated to reflect changes in the applicable Insured's functional or cognitive abilities, social situation, and care services needs. We must receive a copy of the Plan of Care upon its completion and each time it is updated. We reserve the right to request periodic updates not more frequently than once every 30 days. No more than one Plan of Care may be in effect at a time.

No Long-Term Care Benefits are payable under this Rider for the development of a Plan of Care for an Insured. The Owner, at his or her own expense, is responsible for obtaining a Plan of Care for an Insured.

Once We determine that an Insured is eligible for Long-Term Care Benefits, this Insured's eligibility for such benefits will continue for as long as:

1. This Insured continues to be a Chronically Ill Individual and continues to receive Qualified Long-Term Care Services; and
2. Cumulative Long-Term Care Benefit payments made under this Rider are less than the Long-Term Care Benefit maximums provided by this Rider; and
3. This Rider and the Contract remain in force.

We reserve the right to perform periodic reassessments of an Insured's eligibility, but such reassessments will not be more than once every 60 days. The Plan of Care must be renewed at least once every 12 months.

## **BENEFITS AFTER MATURITY DATE**

This Rider will terminate on the Maturity Date, as stated on the Contract Data Page, except 1) when an Annuity Option is elected on the Maturity Date; or 2) when the Contract Value is 0 (zero) and there is Extended Benefits coverage in effect. If all the requirements of this section are met on such an Annuity Date, Extended Benefits for Qualified Long-Term Care Services under this Rider will be paid-up coverage after the Annuity Date.

Long-Term Care Benefits payable after such an Annuity Date will be subject to the ELIGIBILITY AND CONDITIONS FOR BENEFITS section, and Recovery of Insured provision in the LONG-TERM CARE BENEFIT PROVISIONS section of this Rider. After such an Annuity Date, no Monthly Benefit Payments will be payable during the remaining Scheduled Accelerated Benefit Period, the length of which is determined immediately prior to the Annuity Date and described below. After the remaining Scheduled Accelerated Benefit Period, and during the Extended Benefit Period, the Monthly Benefit Payments may be payable as reimbursement for Qualified Long-Term Care Services.

If there has been a claim prior to such an Annuity Date, the Maximum Monthly Benefit will be set equal to the Maximum Monthly Benefit as defined immediately prior to the Annuity Date from the earlier claim. If there has not been a claim prior to such an Annuity Date, the Maximum Monthly Benefit after the Annuity Date will equal the Contract Value that existed on this Annuity Date before the Annuity Option was elected divided by the Scheduled Accelerated Benefit Period. The remaining Scheduled Accelerated Benefit Period on the Annuity Date is then equal to the Contract Value immediately prior to the Annuity Date, divided by the Maximum Monthly Benefit as determined above in this paragraph.

At Our discretion, We may make other options available for the Owner to continue coverage after the Maturity Date.

If an Insured is a Chronically Ill Individual on the Maturity Date shown on the Contract Data Page, the Contract will be continued in the Accumulation Period while this Insured remains a Chronically Ill Individual.

## EFFECT OF RIDER CHARGES AND BENEFIT PAYMENTS

When Rider Charges are assessed; or Long-Term Care Benefit payments are made under this Rider, the following benefits provided under the Contract will be affected as indicated.

**Effect on Death Benefit** – The Death Benefit payable under the Contract will be reduced by the Rider Charges and payments of Accelerated Benefits under this Rider.

**Effect on Minimum Guaranteed Contract Withdrawal Value** – The Rider Charges for this Rider will reduce the Minimum Guaranteed Contract Withdrawal Value as Rider Charges per the calculations described in the Minimum Guaranteed Contract Withdrawal Value section of the Contract. The Minimum Guaranteed Contract Withdrawal Value will be reduced by the payment of Accelerated Benefits under this Rider.

**Effect on Contract Value** – The Contract Value under the Contract will be reduced by the amount of Rider Charges and the payment of Accelerated Benefits under this Rider.

## EFFECT OF CONTRACT PAYMENTS

**Effect of Death Benefit Payments** – The death of the last surviving Owner will terminate this Rider, unless an Insured is the sole primary Beneficiary and continues the Contract in the Accumulation Period. Accelerated Benefits under this Rider for Qualified Long-Term Care Services received by an Insured prior to death of the Owner may be paid if the Long-Term Care Benefit payable under this Rider has not been exhausted, until a Beneficiary under the Contract is first paid Death Benefit proceeds after electing one of the Death Benefit options under the Contract. At that time Accelerated Benefits payable under this Rider will be reduced to zero, and no further Long-Term Care Benefits will be paid under this Rider.

**Effect of Withdrawals** – Withdrawals from the Contract will reduce the Maximum Monthly Benefit under this Rider on a pro rata basis as follows.

- a. If such Withdrawal occurs before Long-Term Care Benefits under this Rider begin, the Contract Value is reduced by the Withdrawal Amount resulting from the Withdrawal and this reduced Contract Value becomes the base on which the Maximum Monthly Benefit is calculated.
- b. If such Withdrawal occurs after Long-Term Care Benefits under this Rider begin, the Contract Value is reduced by the Withdrawal Amount resulting from the Withdrawal, and The Maximum Monthly Benefit is reduced as described in the Maximum Monthly Benefit provision

At any time the Maximum Monthly Benefit is recalculated, the Maximum Extended Benefits Amount is recalculated as the new Maximum Monthly Benefit multiplied by the Scheduled Extended Benefit Period shown on the Contract Data Page.

Monthly Benefit Payments and deductions for Rider Charges are not Withdrawals for purposes of this Rider.

## GENERAL EXCLUSIONS AND LIMITATIONS

No payment will be made for any room and board, care, treatment, services, equipment or other items:

1. Provided by a member of an Insured's Immediate Family, unless:
  - a. He or she is a regular employee of the organization that is providing the services; and
  - b. Such organization receives payment for the services; and
  - c. He or she receives no compensation other than the normal compensation for employees in her or his job category;
2. For which no charge is normally made in the absence of insurance;
3. Provided outside of the United States of America, and its territories and possessions;
4. Provided by or in a Veterans Administration or federal government facility, unless required by law;
5. Due to an Insured's alcoholism or addiction to drugs or narcotics; but not addiction that results from the administration of those substances in accordance with the advice and written instructions of a duly licensed physician; or
6. Resulting, directly or indirectly, from:
  - a. War or act of war, whether declared or not; or
  - b. Attempted suicide or an intentionally self-inflicted injury.

## CLAIMS PROVISIONS

**Notice of Claim** – Written notice of claim must be given to Us within thirty 30 days after the occurrence or start of any loss covered under this Rider, or as soon thereafter as is reasonably possible. Notice given by or on behalf of an Insured to Us at Our Home Office address shown on the first page of this Rider, or to any agent authorized by Us, with information sufficient to identify the Insured, will be deemed notice to Us.

If the Owner has designated an irrevocable Beneficiary, such Beneficiary must sign-off on the claim.

**New Claim** – For the purpose of determining the Maximum Monthly Benefit, a claim is considered a New Claim if:

1. It is the first claim for Covered Services since the Issue Date of this Rider; or
2. It is the first claim for Covered Service after a break of 180 days or more from the date of the most recent Covered Service and while each Insured is in good health.

**Claim Forms** – Once We receive notice of claim, We will send the claimant the necessary forms for filing proof of loss. If these forms are not given to the claimant within 15 days after We receive the notice, the claimant will be deemed to have complied with the requirements of this Rider as to proof of loss upon submitting, within the time period required under the Proof of Loss provision, written proof covering the occurrence, the character and the extent of the loss for which claim is made.

**Proof of Loss** – Written proof of loss must be received by Us at Our Home Office within 90 days after such loss. Failure to furnish proof within the time required will not invalidate nor reduce any claim if it was not reasonably possible to give proof within that time, provided such proof is given to Us as soon as reasonably possible and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

**Time of Payment of Claim** – After We receive the proper written proof of loss as described in the Notice of Claim provision, We will pay any Long-Term Care Benefits then due within 30 days.

**Payment of Claims** – Long-Term Care Benefits under this Rider will be paid to the Owner. If the Owner is a living person, any such benefits unpaid at the Owner's death may be paid to the Owner's estate.

If Long-Term Care Benefits may be paid to the Owner's estate, We may pay a portion of those benefits, up to \$1,000, directly to someone related to the Owner by blood or marriage, who is deemed by Us to be justly entitled to the benefits. We will be discharged to the extent of any such payment made in good faith.

We may pay all or a portion of any Long-Term Care Benefits for care or services an Insured receives to the provider of the care or services if so directed by the Owner in writing at the time proofs of loss are filed.

**Physical Examinations and Autopsy** – We, at Our own expense, will have the right and opportunity to examine an Insured when and as often as We may reasonably require during the pendency of a claim under this Rider. We may also require an autopsy in case of death where it is not forbidden by law.

**Evaluation of Claims** – We will obtain information about an Insured by working with that Insured, the Owner, and that Insured's personal physician, as appropriate. We will also obtain information from any Licensed Health Care Practitioners, agencies and other care providers that Insured may have consulted.

For the duration of the claim, We must receive ongoing updates to an Insured's Plan of Care and Current Eligibility Certifications.

**Appeal Process** – We will inform the Owner in writing if a claim, or any part of a claim, is denied. If it is believed that Our decision on a claim is in error, the Owner may appeal, and We will reconsider the claim. To make an appeal, the Owner must send Us a written statement that explains why We should change Our decision. The Owner may authorize someone else to act for him or her in this appeal process.

The written appeal should include the names, addresses and phone numbers of any providers We should contact to learn more about the health of and the care received by an Insured. This would include those physicians, health care professionals and other care providers who treated that Insured, and the facilities from which that Insured received care, treatment, services, equipment or other items.

We will provide the Owner with a written explanation of the reasons for any claim denial and make available all information directly related to that denial within 60 days of the date of any written claims appeal. We will immediately pay any Long-Term Care Benefits due as a result of Our reconsideration.

SPECIMEN

## GENERAL PROVISIONS

**Representations** – In the absence of fraud, any statement made by an Owner or an Insured will be deemed a representation and not a warranty. Such statement may not be used in defense of a claim, unless it is contained in a signed Application.

**Incontestability Period**– A misstatement by an Owner or an Insured in any Application for the Contract or this Rider may be used to rescind or cancel this Rider or deny an otherwise valid claim. During the first six months following the Issue Date of this Rider or subsequent reinstatement date of this Rider, We may take such action only if the misstatement was material to the issuance of this Rider. After the first six months, but before the end of the first twenty-four months, We may take such action only if the misstatement was material to both the issuance of this Rider and the claim for which Long-Term Care Benefits are being sought. After this Rider has been in force for twenty-four months from the Issue Date of this Rider or subsequent reinstatement date of this Rider, We can take such action only if We can show that an Owner or an Insured knowingly and intentionally misrepresented relevant facts relating to an Insured's health.

No Long-Term Care Benefits will be paid under this Rider if it is rescinded or canceled.

**Pre-Existing Conditions Not Excluded** – Except as permitted in the Incontestability Period and Misstatement of Age provisions of this Rider, We will not reduce or deny any claim under this Rider because of sickness or a physical or medical condition that existed before the Issue Date of this Rider.

**Misstatement of Age**– If an Insured's age is misstated, We will adjust the Rider Charges for this Rider to the amounts that would have applied based on that Insured's correct issue age and benefits selected. If this Rider would not have been issued at the correct issue age, all Rider Charges for this Rider will be credited to the Contract Value of the Contract and this Rider will be rescinded.

**Reinstatement** – – If this Rider Lapses when the Insured is a Chronically Ill Individual, and reinstatement is requested within five months after the date of the Lapse, then in lieu of submitting evidence of insurability, this Rider may be reinstated by submitting to Us satisfactory proof that this Insured was a Chronically Ill Individual at the time of Rider Lapse. Upon reinstatement, this Rider will provide benefits for Qualified Long-Term Care Services received after the date of the Lapse as if coverage had remained in force and be subject to all terms and conditions of the Contract and this Rider.

**Legal Action** – No action at law or in equity will be brought to recover on this Rider prior to the expiration of sixty (60) days after written proof of loss has been furnished in accordance with the requirements of this Rider. No such action will be brought after the expiration of three (3) years after the time written proof of loss is required to be furnished.

**Conformity With State Law** – If any provision of this Rider which, on the Issue Date of this Rider, is in conflict with the statutes of the state in which the Contract was delivered, the provisions of this Rider will be automatically amended to meet the minimum requirements of such statutes.

**Signed for Forethought Life Insurance Company.**

*Sample Case*

**President**

## Optional Inflation Protection Benefit Rider

Home Office: [One Forethought Center  
P.O. Box 245  
Batesville, IN 47006-0246]

This Rider is added to and made a part of the Contract to which it is attached. This Rider is effective on the Issue Date shown in the Contract Data Page for this Rider. This Rider is subject to all of the terms, conditions and definitions of the Contract and the Rider for Long-Term Care Benefits unless stated otherwise in this Rider. **PLEASE READ THIS RIDER CAREFULLY.**

This Optional Inflation Protection Benefit is provided under this Rider only if:

1. It was elected to be included by the Owner in the Application for this Rider;
2. It is shown as being included on the Contract Data Page for this Rider;
3. A single charge as shown on the Contract Data Page is paid for this Rider; and
4. The Rider for Long-Term Care Benefits is in force under the Contract.

The single charge is paid on the Issue Date for this Rider as shown on the Contract Data Page for this Rider and is deducted from the Contract Value.

The Inflation Protection Rider will terminate when the Rider for Long-Term Care Benefits terminates.

### EFFECTIVE DATE

This Rider is effective on the Issue Date shown on the Contract Data Page for this Rider. This Rider cannot be terminated unless the Contract or the Rider for Long-Term Care Benefits is terminated.

### INFLATION PROTECTION BENEFIT

The Maximum Monthly Benefit defined in this Rider replaces the corresponding definition in the Rider for Long-Term Care Benefits.

#### Maximum Monthly Benefit

On the Issue Date, the Maximum Monthly Benefit will be:

1. The Contract Value after any deduction of Rider Charges assessed on the Issue Date; divided by
2. The Scheduled Accelerated Benefit Period that is shown on the Contract Data Page for this Rider.

At each Contract Anniversary Date occurring after the Issue Date, the Maximum Monthly Benefit is equal to the Maximum Monthly Benefit most recently calculated prior to such Contract Anniversary Date, increased by the greater of 5.0% or the Annual Contract Growth Rate.

In addition, the remaining unused Maximum Extended Benefit Amount most recently calculated prior to such Contract Anniversary will be increased by the greater of 5.0% or the Annual Contract Growth Rate.

The Annual Contract Growth Rate is the effective annual rate reflecting interest credited to the Contract Value and charges assessed for riders. Once the Contract Value is exhausted due to Monthly Benefit Payments, the Annual Contract Growth Rate is equal to 0%.

The Maximum Monthly Benefit will be recalculated:

1. At the time of any Withdrawal from the Contract; and
2. At the start of any New Claim.

At the time a Withdrawal is made from the Contract, the Maximum Monthly Benefit is reduced on a pro rata basis to:

1. The Maximum Monthly Benefit immediately prior to the Withdrawal; multiplied by
2. The Contract Value after the Withdrawal; divided by
3. The Contract Value immediately prior to the Withdrawal.

Monthly Benefit Payments and deductions for Rider Charges are not Withdrawals for the purposes of this Rider.

The Maximum Monthly Benefit at the start of any New Claim will be the greater of:

1. The Contract Value at the start of the New Claim, divided by the Scheduled Accelerated Benefit Period shown on the Contract Data Page of this Rider; or
2. The Maximum Monthly Benefit most recently calculated prior to the start of the New Claim.

#### **EFFECT OF THE OPTIONAL NONFORFEITURE BENEFIT RIDER**

This Optional Inflation Protection Rider will terminate and the future inflation protection benefit increases provided under this Optional Inflation Protection Benefit Rider will cease if the coverage provided under the Rider for Long-Term Care Benefits is continued under the Nonforfeiture Benefit.

**Signed for Forethought Life Insurance Company.**

*Sample Case*

**President**

## **Optional Nonforfeiture Benefit Rider**

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This Rider is added to and made a part of the Contract to which it is attached. This Rider is effective on the Issue Date shown in the Contract Data Page for this Rider. This Rider is subject to all of the terms, conditions and definitions of the Contract and the Rider for Long Term Care Benefits unless stated otherwise in this Rider. **PLEASE READ THIS RIDER CAREFULLY.**

This Optional Nonforfeiture Benefit is only provided under this Rider if:

1. It was elected to be included by the Owner in the Application for this Rider;
2. It is shown as being included in the Contract Data Page for this Rider;
3. A single charge as shown on the Contract Data Page is paid for this Rider; and
4. The Rider for Long-Term Care Benefits has been in force and meets the conditions for Termination under that Rider for a reason other than death of the last surviving Insured, at which point the Rider for Long-Term Care Benefits will be deemed to be in paid-up status.

The single charge for this Rider is deducted from the Contract Value on the Issue Date for this Rider.

### **NONFORFEITURE BENEFIT**

After having been in force for three years, We will provide continuation of Qualified Long-Term Care Services coverage, but on a paid-up basis until the Shortened Benefit Period Pool has been exhausted if the Rider for Long-Term Care Benefits terminates for any reason, except when any one of the following are true:

1. The death of the last surviving Insured has occurred; or
2. The Maturity Date has occurred; or
3. The maximum Long-Term Care benefits available under the Rider for Long-Term Care Benefits have been paid.

Benefits payable upon termination of the Rider for Long-Term Care Benefits will:

1. Be subject to the Maximum Monthly Benefit for the Rider for Long-Term Care Benefits and any optional Inflation Protection Benefit Rider applicable immediately prior to the time of termination; and
2. Be limited to those Qualified Long-Term Care Service benefits that would be payable under the Rider for Long-Term Care Benefits in the same manner as if there had been no termination.

This Nonforfeiture Benefit will be payable:

1. Beginning immediately after the Elimination Period for the applicable Covered Service, if any, is satisfied and the Waiting Period, if any, is satisfied; and
2. In lieu of the benefits provided in the Rider for Long-Term Care Benefits.

### **SHORTENED BENEFIT PERIOD POOL**

The amount of the Shortened Benefit Period Pool will be the greater of:

1. The Maximum Monthly Benefit applicable at the time of termination of the Rider for Long-Term Care Benefits; or
2. The sum of the following:
  - a. all monthly charges paid by the Owner for the Rider for Long-Term Care Benefits;
  - b. the single charge for the Optional Inflation Protection Benefit Rider, if included; and
  - c. the single charge for this Optional Nonforfeiture Benefit Rider.

The amount above will be reduced by the sum of all Extended Benefits previously paid under the Rider for Long-Term Care Benefits.

**EFFECT ON THE OPTIONAL INFLATION PROTECTION BENEFIT**

If the Optional Inflation Protection Benefit Rider is included under the Contract, its inflation protection benefit increases will stop if long-term care coverage is continued under this Optional Nonforfeiture Benefit Rider.

**TERMINATION**

Coverage provided by this Optional Nonforfeiture Benefit Rider will end when the Shortened Benefit Period Pool has been paid, or upon death of the last surviving Insured person.

**Signed for Forethought Life Insurance Company.**

SPECIMEN

*Sample Case*

**President**