

- (3) VARIABLE ANNUITY;
- (4) INVESTMENT ANNUITY;
- (5) IMMEDIATE ANNUITY;
- (6) ANY DEFERRED ANNUITY CONTRACT AFTER ANNUITY PAYMENTS HAVE COMMENCED;
- (7) REVERSIONARY ANNUITY; OR
- (8) ANY CONTRACT WHICH IS DELIVERED OUTSIDE THIS STATE THROUGH AN AGENT OR OTHER REPRESENTATIVE OF THE COMPANY ISSUING THE CONTRACT.

(C) IN THE CASE OF CONTRACTS ISSUED ON OR AFTER THE OPERATIVE DATE OF THIS SECTION AS DEFINED IN SUBSECTION (J), AN ANNUITY CONTRACT, EXCEPT AS STATED IN SUBSECTION (B), MAY NOT BE DELIVERED OR ISSUED FOR DELIVERY IN THIS STATE UNLESS IT CONTAINS THE FOLLOWING PROVISIONS, OR CORRESPONDING PROVISIONS WHICH THE COMMISSIONER BELIEVES ARE AT LEAST AS FAVORABLE TO THE CONTRACTHOLDER, UPON CESSATION OF PAYMENT OF CONSIDERATIONS UNDER THE CONTRACT:

(1) THAT UPON CESSATION OF PAYMENT OF CONSIDERATIONS UNDER A CONTRACT, THE COMPANY WILL GRANT A PAID-UP ANNUITY BENEFIT ON A PLAN STIPULATED IN THE CONTRACT OF SUCH VALUE AS IS SPECIFIED IN SUBSECTION (E), (F), (G), (H), AND (I).

(2) IF A CONTRACT PROVIDES FOR A LUMP SUM SETTLEMENT AT MATURITY, OR AT ANY OTHER TIME, THAT UPON SURRENDER OF THE CONTRACT AT OR PRIOR TO THE COMMENCEMENT OF ANY ANNUITY PAYMENTS, THE COMPANY WILL PAY IN LIEU OF ANY PAID-UP ANNUITY BENEFIT A CASH SURRENDER BENEFIT OF SUCH AMOUNT AS IS SPECIFIED IN SUBSECTIONS (E), (F), (H), AND (I). THE COMPANY SHALL RESERVE THE RIGHT TO DEFER THE PAYMENT OF THE CASH SURRENDER BENEFIT FOR A PERIOD OF 6 MONTHS AFTER DEMAND THEREFOR WITH SURRENDER OF THE CONTRACT.

(3) A STATEMENT OF THE MORTALITY TABLE, IF ANY, AND INTEREST RATES USED IN CALCULATING ANY MINIMUM PAID-UP ANNUITY, CASH SURRENDER, OR DEATH BENEFITS THAT ARE GUARANTEED UNDER THE CONTRACT, TOGETHER WITH SUFFICIENT INFORMATION TO DETERMINE THE AMOUNTS OF THE BENEFITS.

(4) A STATEMENT THAT ANY PAID-UP ANNUITY, CASH SURRENDER, OR DEATH BENEFITS THAT MAY BE AVAILABLE UNDER THE CONTRACT ARE NOT LESS THAN THE MINIMUM BENEFITS REQUIRED BY ANY LAW OF THE STATE IN WHICH THE CONTRACT IS DELIVERED AND AN EXPLANATION OF THE MANNER IN WHICH THE BENEFITS ARE ALTERED BY THE EXISTENCE OF ANY ADDITIONAL AMOUNTS CREDITED BY THE COMPANY TO THE CONTRACT, ANY INDEBTEDNESS TO THE COMPANY ON THE CONTRACT, OR ANY PRIOR WITHDRAWALS FROM OR PARTIAL SURRENDERS OF THE CONTRACT.

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